

## **Mid-Term Bargaining Ground Rules of Negotiating Team**

### **Preamble**

1. These ground rules are entered into between the John J. Pershing VAMC (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 on Mid-term Bargaining 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) in accordance with Article 47 Section 4 of the Master Agreement. The parties may amend, only in writing, any provisions of these ground rules or any initialed article by mutual consent. The parties recognize that individual negotiations may require significant deviation from these rules, and will make every effort to tailor them to the needs of the specific circumstances. This document is not intended to apply to the negotiation of a local supplemental agreement, or to negotiations that may occur in other forums such as through the negotiated grievance procedure, an alternative dispute resolution process, or other similar processes.
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, and to 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. 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 mid-term negotiations. The Chief Negotiator has the following authority:

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- i. Establish a mutually-agreed upon schedule and location for bargaining.
  - ii. Has the authority to call caucuses and recesses.
  - iii. Provide the other party with the names of the designated negotiators and designated alternates, and will provide notice to the other Chief Negotiator of any changes in the bargaining team prior to the first negotiation session.
  - iv. Will notify the other party if there is an intention to use a Subject Matter Expert (SME) and /or Technical Advisor (TA) in bargaining.
  - v. If necessary, will request mediation through the Federal Mediation and Conciliation Service (FMCS) after thorough discussion between the parties.
5. Each party will name four bargaining team members, including the chief negotiator. There must be a minimum of three members on each team present for bargaining to take place. The Chief Negotiator (or alternate) must be present at each session for bargaining to take place.
  6. All proposals and counter proposals shall be submitted in writing, with sufficient copies for all members. The parties may agree to other methods of sharing proposals, such as using a projector.
  7. All proposals and counter proposals shall be made through the Chief Negotiator. No statement by any member of the negotiation team (including the chief negotiator) will be considered a proposal unless specifically identified as a proposal by the Chief Negotiator.
  8. Either party may submit new or additional proposals at anytime during negotiations. Proposals may also be withdrawn prior to final signed agreement.
  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.
  11. The Agency will be responsible to notify the appropriate supervisor of the negotiation team members and provide each with a copy of the ground rules. Where the negotiation session is scheduled at least one week in advance, participants will be made available except in unusual circumstances, in which both chief negotiators have the option to reschedule. Individual team members are still responsible for communicating with their supervisor to confirm the supervisor is aware of the needed absence.
  12. Both parties shall endeavor in good faith to meet at agreed upon times, but it is recognized that from time to time it may be necessary to postpone a meeting due to pressing obligations. Within 48 hours of the cancellation, both Chief Negotiators (or their alternate) will reschedule the negotiation.

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13. Each party may designate an alternate Chief Negotiator who may act in the absence of the Chief Negotiator.
14. Either party may elect to utilize a Technical Advisor as part of the negotiation process. The Technical Advisor will be on official time not to be counted against the regular allocated official time for the local.

**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. For additional research and preparation 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. If the time is still considered excessive, the chief negotiator will immediately grant a lesser amount of time. If the matter is still unresolved both teams will meet to negotiate the final amount deemed necessary. 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 unit.

**Initial Proposal:**

Union notification regarding demand to bargain must be submitted directly to the director, associate director, ER/LR representatives, and the director's secretary in order to properly initiate tracking and response. Agency notification regarding demand to bargain must be submitted directly to the union president and AFGE bargaining group in order to properly initiate tracking and response. Once notification has been received, a briefing will be scheduled within 14 calendar days to answer questions and clarify issues. If the initiating side wishes to continue to pursue the demand to bargain and enter into negotiations, the initiating side must submit their initial proposal, to include their proposed four-person bargaining team, within 14 calendar days following the briefing. Upon receipt of the proposal, the first negotiation meeting will be scheduled within 14 calendar days. The agency will be responsible for coordinating and scheduling the meetings. During coordination and scheduling of meetings, both sides are responsible for timely responses in order to ensure meetings are scheduled timely with appropriate personnel. Extensions may be granted upon agreement between both sides.

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**Representatives:**

The designated union negotiators will be on official time for all time spent during negotiations and that time does not count against allocated official time. Official time will include attendance at the third party proceedings and all other related duties, such as preparation time, drafting proposals and travel to and from the negotiation site. Officers with allocated time will be transferable to other bargain unit members.

- 1) The parties will provide a list of its negotiating team members at least five days prior to the first negotiation session. The list will include:
  - 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
- 2) 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. Each team will be permitted up to two alternates who will only attend negotiation sessions when substituting for absences of the primary team member(s). Alternates will be on Official time for any activities for which they substitute in accordance with this agreement.

**Role of Observers:**

- 1) The Chief Negotiators may permit observers to attend 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) Chief Negotiators may mutually agree upon observers for each session.
- 3) National Representatives from both parties may attend any and all negotiating sessions as observers and will otherwise abide by all the ground rules agreed upon by both negotiators.

**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, caucus facility, computer support and other required administrative

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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) The department will pay any travel and per diem expenses associated with the negotiation process, including any third party sessions, consistent with laws, regulations, and current agreements.

**Negotiation Process:**

- 1) All agreements reached at the negotiation table shall be immediately initialed and dated by the chief negotiator of each team. Initialed copies will be made available to each respective team member by the end of each session.
- 2) If either party alleges that it is not obligated to negotiate on a particular proposal, the parties will explore alternative language that will achieve the purpose of the proposal and would not render the proposal outside the scope of bargaining. If the parties are not able to agree on such language, each party is free to take appropriate action. If the agency makes an informal allegation of non – negotiability the agency will provide a written notification of the declaration of non – negotiability and provide an explanation as to the reasons why it believes the proposal is non – negotiable.
- 3) If the union files a negotiability appeal with the FLRA, and agency withdraws its allegation of non – negotiability or the FLRA rules that the union proposal or a portion of the proposal is negotiable before a final agreement has been reached, the parties will commence negotiations on the proposal or portion of the proposal within 10 workdays of receipt of the FLRA decision or receipt of the agency's withdrawal notice.
- 4) Negotiations will not be concluded pending a negotiability appeal filed by the union.
- 5) The agreement shall not be completed and finalized until all proposals have been disposed of by mutual consent. Negotiation disputes, including questions of negotiability and resolution of impasses, will be processed in a manner consistent with 5 USC chapter 71 and implementing regulations. Nothing in this paragraph will prevent the parties from implementing the agreed upon portion(s) of their negotiation at the time it takes place.
- 6) Prior to declaring an impasse on any article at the bargaining table, each party must present its last 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 30 days of declaring an impasse. Subject to the preceding paragraph, both parties agree that if an impasse is declared, there will

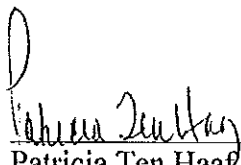
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be no implementation of anything that is in front of a third party, until after the impasse has been heard and a decision rendered.

- 7) Any member can request a process check at any time when it is believed the team is straying from the issue at hand.
- 8) 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.

**Negotiation Schedule:**

- 1) Negotiations will be scheduled during the administrative work week pursuant to an agreed upon schedule. No negotiations will be scheduled on federal holidays.
- 2) The parties will schedule negotiation sessions based on the needs of the parties, the complexity of the issues being negotiated.
- 3) Union negotiators will not be prohibited from working overtime on days when negotiations take place. However, it is understood that overtime and compensatory time cannot be accrued for official time activities.
- 4) This document can be reentered any time by mutual consent of both parties. Either party can request to renegotiate these rules by providing written notice to the other party.

 Date: 11/3/2016  
Patricia Ten Haaf  
Medical Center Director

 Date: 11-2-16  
Kevin Ellis  
President, AFGE Local 2338

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