

The following constitutes agreement between management and AFGE Local 1666 as a result of Impact and Implementation bargaining concerning, the closure of VAMC Martinez inpatient operations and the subsequent establishment of the Martinez Outpatient Clinic as it relates to bargaining unit employees.

1. Management will provide opportunities for employees to continue their careers in the VA.
2. It is management's intent to assign 176 Martinez employees (unit and non-unit) to the Oakland and Sacramento Clinics.
3. As a last alternative, employees will be subject to introduction-in-force procedures and, for those who are offered lower grade positions, will be provided saved grade and pay in accordance with law government-wide regulations and agency regulations in effect at this date. In no case will eligible employees salary be less than that they are presently receiving. The GAP applies only as long as the employee remains in the GAP area.
4. Martinez employees will be provided special placement for vacancies normal at but can be below their current grade level at medical facilities where the employee has expressed an interest.
5. Management will comply with applicable RIF regulations in providing assignment rights to employees.
6. Management will waive OPM qualification standards when filling vacancies as a result of RIF in those cases where it does not adversely affect mission requirements.
7. Management will insure that an employee's first choice of duty station per the employee survey will receive the utmost consideration.
8. In establishing the Martinez Outpatient Clinic, those employees in the Martinez competitive area will be assigned to the positions in accordance with PIF procedures. Where two employees are displaced to a different facility within the competitive area due to RIF and are equally qualified and in the same series and grade and wish to exchange jobs management will normally facilitate the exchange.
9. Normally, vacancies including temporary positions lasting three months, will be used to satisfy employee-assignment rights.
10. An employee who has received a specific RIF notice of Separation may be offered a vacancy in a lower graded position without regard to the three grade level limit which applies to bump and retreat.
11. Career status employee & maintain reinstatement rights indefinitely.
12. Displaced employees will remain on the RPL for up to 3 years. When a vacancy occurs in the Martinez competitive area, management will first provide priority consideration to employees on the RPL, second will be full consideration to Bargaining unit employees and then preferential consideration to transferred employees due to medical center closure who are in the Applicant Supply File. Management may then consider all other sources.
13. Normally, management will offer part-time vacancies to former, off-the-rolls, full-time employees if the vacancy has not been filled by the RPL.

14. Normally, management will offer full-time vacancies to former, off-the-rolls, part-time employees if the vacancy has not been filled by the RPL and the part-time employee is eligible for conversion to full-time.

15. Management will retain retention registers for a period of seven years.

16. Employees detailed to other facilities outside of the commuting area will be provided transportation by management. In the same circumstances, the use of private vehicle will be reviewed on a case-by-case basis for mileage reimbursement to alleviate increased commuter costs to employees.

17. All employees will be treated equitably with respect to paying relocation expenses within the VA under governing regulations, to include the Home Equity Program.

18. Management will pay relocation expenses for permanent employees displaced or affected by the RIF who accept a position at another VA facility in accordance with governing regulations.

19. If the hours of the clinics are extended, Local 1666 will be offered impact and implementation bargaining rights as appropriate.

20. Employees will be given up to 40 hours of excused absence for job interviews and associated travel, and to contact federal job placement officials and employment agencies. Additional hours will be given on a case by case basis. Excused absence for travel outside the local area for job interviews will be limited to one day in each direction for each episode. This section will be applied in a liberal manner.

21. Information concerning unemployment benefits will be made available at the Employee Outplacement Service Center. If possible, unemployment services are planned to be included in the EOSC.

22. Flextime and compressed workweek may be utilized at other bay area facilities under management's jurisdiction.

23. Employees detailed outside the commuting area will be transported on duty time to and from VAMC Martinez.

24. Management will request a waiver from OPM of the three year limitation on retaining sick leave.

25. Management will liberally consider employee requests to carry over in excess of 240 hours of annual leave to the following leave year in accordance with governing regulations. Management recognizes the union's increased responsibilities during this interim period.

26. Employees who do not choose to relocate and are separated by RIF procedures will receive severance pay in accordance with appropriate laws and regulations.

27. Those special rate employees impacted by displacement or RIF will retain their special rate salaries.

28. If a repayment situation exists, management will request central office to waive repayment of on-call/standby pay.

29. Management will request early-out retirement authority from OPM.

30. For employees unwilling or unable to relocate or transfer, management will offer job fairs, job and career counselling.

31. A listing which includes upward mobility programs and openings at other VAMC's and other government agencies will be posted in the EDSC and provided to the union, if requested.
32. Management will offer training to explain to employees their rights by regulations relating to RIF, transfers, and appeals.
33. Utmost consideration will be given to accomodate those employes in Academic Programs.
35. Education and training funds may be used to retrain employees to alleviate the impact of a RIF.
36. It is management's intent that a permanent outpatient clinic will be built at Martinez. If the clinic is not built, the parties will re-open this agreemnt for further negotiations.
37. Management agrees that the appllication of this agreement, laws and regulations relating to any matter in this agreement shall be fair and equitable.
38. A Local 1666 representative (one) may participate on the transportation committee.
39. Management will maintain open communications and address any problems with the Lcoal 1666 President or designee. The Local's written designee will have the authority to speak for the Local on substantive issues.
40. Management will offer upward mobility programs as a means to accommodate employees and help avoid RIF
41. Employees affected by Martinex closure can grieve matters relating to the closure and its effect on them using the AFGE Master Agreement and supplements irrespective of bargaining unit status after transfer
42. It is management's intent that the administrative authorize, for the Berkeley, Oakland, Sacramento, Redding, and Martinez facilities shall be administered by the Corporate Administrate Staff.
43. Facilities considering Martinez employees for employment, should consider them not only for current vacancies but also for anticipated vacancies which may be expected within the next year.
44. Employees will retain pay retention indefinitely in accordance, with applicable regulations.
45. Management has no objection to the Local 1666 representation of the bargaining unit employees In the Martinez OPC.
46. Employees maintain the opportunity for transfer and relocation through the effective date of the RIF.
47. Management will request approval from Central Office to retain FTE to provide and/or supplement Building Management functions at all facilities under our jurisdiction.
48. Management will request that six months of incentive pay be provided to employees who accept early retirements.
49. Canteen employees will compete against each other for assignment rights and this agreement will apply to them as applicable.

50. Local 1666 will retain all collective bargaining rights consistent with Article 2. Section 3 of the master agreement.

51. Management will take care of its people.

52. During the period of the effective date of this agreement and April 16, 1992 management recognizes the additional union workload and will act in a liberal manner as regards approval of official time for union officers.

53. The union does not waive its right to address the second relocation issue in another forum.

54. Assistance with community contacts and placement efforts routinely provided to VA spouses during intra-agency transfers will be offered to the extent that it does not interfere with services provided for and promised to Martinez employees.

55. This agreement becomes effective upon the date it is signed by the parties.