

Memorandum of Understanding (MOU)

The following constitutes agreement between the Department of Veterans Affairs, (VA) and the American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council #53 (NVAC) regarding non-professional bargaining unit employees formerly represented by NFFE/IAM at VA's facilities.

1. The AFGE National Vice Presidents shall provide the name(s) of the individuals designated to receive bargaining notices until local officers are appointed and/or elected at the VA facility. The written notice shall be sent to the facility director with a copy provided to VA's Office of Labor-Management Relations.
2. Existing office space(s) and related equipment previously provided to NFFE/IAM officials at nonprofessional facilities where there is no NFFE/IAM professional unit shall be transferred to AFGE. At those facilities where there is a remaining NFFE/IAM professional units, AFGE will be provided office space and related equipment under the terms of the VA/AFGE Master Agreement within 5 working days, unless an unusual circumstance exists. The Department agrees to re-key the existing office space and provide the keys to the AFGE designee named by the appropriate AFGE National Vice President.
3. Existing NFFE/IAM Supplement Agreements, MOU's, policies and past practices may remain in affect, so long as they do not conflict, alter or interfere with the implementation of the VA/AFGE Master Agreement.
4. Official time previously provided to NFFE/IAM non-professional employees shall be provided to newly appointed and/or elected AFGE Officials. In no instance shall the amount given be less than the amount stated in Article 45 of the VA/AFGE Master Agreement.
5. The parties agree to provide the newly establish AFGE non-professional locals with Joint Master Agreement training and other related labor/management training in accordance with the VA/AFGE Master Agreement.
6. VA agrees to make every effort to provide a copy of all NFFE/IAM Supplement Agreements, MOU's, pending grievances, disciplinary/adverse actions, performance based actions and notices on changes in working conditions to NVAC. The parties will agree to extend time frame(s) on pending grievance(s), disciplinary/adverse action(s), performance-based action(s) and arbitration(s) on a case-by-case basis. The agreement to extend the time frame(s) will be between the appropriate AFGE National Vice President or their designee and local facilities management officials, until further notified. A copy of the agreement to extend the time frames shall be provided to VA's Office of Labor-Management Relations. NVAC may demand to bargain at the appropriate level under the terms of Article 44 of the VA/AFGE Master Agreement.

7. Existing parking space(s) provided to former NFFE/IAM non-professional locals shall be provided to newly establish AFGE locals. Where there is a remaining NFFE/IAM professional unit with parking space(s), the newly establish AFGE local will receive an equal amount of parking space(s).
8. Dues collected for former NFFE/IAM locals will cease with the certification letter from the Federal Labor Relations Authority (FLRA) naming AFGE NVAC as the exclusive representative of the former NFFE/IAM non-professional units.

Cristel E. Wynn
For the Department (VA)

J. David Lynch
For National VA Council #53

3-22-01
Date