

U.S. Department of Veterans Affairs
Veterans Benefits Administration

VBA - AFGE Memorandum of Understanding

Ground Rules for VBA Mid Term Bargaining Negotiations

The following constitutes an agreement between the Department of Veterans Affairs, Veterans Benefits Administration (VBA) and the American Federation of Government Employees, AFL-CIO, National Veterans Council #53 (NVAC) concerning Ground Rules for VBA, Mid-Term Bargaining negotiations between the parties.

1. The parties agree to the concept of a co-operative Labor Management Relationship in which the chief negotiators can openly communicate his/her concerns to each other. This communication will be through a weekly telephone call by the parties based on his/her availability.
2. VBA management will forward all proposed changes for which there is a bargaining obligation to the Chairperson, NVAC, VBA Mid-Term Subgroup Bargaining Committee, NVAC, VBA Committee members and the Chairperson, Mid Term Bargaining Committee, along with copies of all necessary and relevant documents relied upon.
3. The parties must mutually agree to the concept of Interest Based Bargaining (IBB) in reaching a negotiated agreement. When IBB is used, a facilitator will be used. The parties must mutually agree upon the individual to serve as facilitator.
4. Any union demand to bargain in response to item #2 must be received by the Designated management official within thirty (30) days from the date the Chairperson, NVAC, VBA, Mid Term Subgroup Bargaining Committee received the proposed changes. The date of receipt shall be documented on a simple form agreed upon by both parties. Extensions or reductions of the thirty (30) day time period will be by mutual agreement. Upon request, the Union will be briefed on the proposed subject prior to the demand to bargain.
5. VBA's bargaining obligation is triggered when the Union submits a bargaining demand. When the Union's

bargaining demand is submitted, the parties will discuss the proposed change and share their interests and concerns.

6. The parties may first attempt to reach agreement by conducting telephone negotiations. Such negotiations should normally begin no later than ten (10) workdays after the VBA, Management Chief Negotiator receives the Union's demand to bargain. Telephone negotiations shall normally be for up to three (3) hours per day, commencing at a mutually agreeable time on consecutive days unless concluded sooner.
7. If the parties are unable to reach agreement, negotiations will normally proceed to face-to-face bargaining. When traditional bargaining is used, the Union's written proposal(s) will be submitted prior to bargaining. The parties retain the right to modify, withdraw, or add to any interests, concerns, or proposals they may have discussed or exchanged earlier.
8. Bargaining sessions will be for 8 ½ hour days at mutually agreeable times, which include a break for lunch. However, the parties, by mutual agreement, may extend or shorten such bargaining sessions as necessary. The parties agree to utilize Alternate Dispute Resolution (ADR) mechanisms, as appropriate, without waiving either party's statutory rights.
9. Each party may have up to four negotiators and technical advisor, which by mutual agreement may be increased based on the complexity and/or number of issues to be negotiated. The parties will exchange the names of the bargaining team members and technical advisor for the specific issue(s) to be negotiated. This does not preclude the attendance of experts by mutual consent of the parties. Travel and per diem will be paid by the Department pursuant to the Federal Travel Regulations for bargaining team members and technical advisor. These individuals will be allowed official time to complete the bargaining obligation process.
10. The parties agree to at least a monthly telephone call between VBA, bargaining team members. Other telephone calls may be scheduled by the party's Chief Negotiators as appropriate.
11. The parties on a quarterly basis, shall have face-to-face negotiation sessions between the parties at a mutually agreeable site based on funds. VBA will pay all travel and

per diem in accordance with Federal Travel Regulations.

12. The Union may initiate mid-term bargaining on matters affecting the working conditions of bargaining unit members. The Union will normally submit its proposals with the demand to bargain.

Either party may modify this MOU, by providing written notice to the other party. The notice should identify the item(s) of interest or concern(s) and a proposed solution on the matters.

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/S/ Veronica Wales

For the Department, VBA /S/ Alberta Franklin

For the National VA Council #53

Date: July 13, 1998

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