

**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
NATIONAL VETERANS AFFAIRS COUNCIL #53
Affiliated with the AFL - CIO
Mid-Term Bargaining Committee**

Oscar L. Williams Jr., Chairperson
3rd Exec. V-President, NVAC
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June 4, 2004

Nancy Gregory, Associate Director
NWIHCS- Omaha Division
VAMC 4101 Woolworth
Omaha, NE 68105

RECEIVED

JUN 07 '04

AFGE NVAC

Subject: Allegations of no duty to bargain

Dear Ms. Gregory:

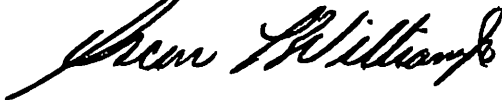
The National VA Council #53 is requesting written allegation the following proposals are non-negotiable and no duty to bargain:

3. B. The employee will be allowed to submit to management his/her top three choices for reassignment from a list of all currently approved vacancies for which the employee qualify for. Management shall reassign the employee to one of the alternative positions if at all possible. If management determines it cannot grant one of the employee's choices for reassignment, it shall document the reasons why.

5. For a period of two years if a position is re-established that is essentially identical to one of the positions abolished and management determines to fill the vacancy, the employee who was reassigned from the position will have rights to first refusal.

If you have any questions please contact me at (217) 554-4866.

Sincerely,



Oscar L. Williams, Jr.
Chairperson, Mid-Term Bargaining Committee
National VA Council #53

cc: Alma L. Lee, President National VA Council #53
Joe Henderson, AFGE Office of Labor Management Relations
Patrick Russell, 8th District Representative, NVAC

**AFGE: The Future Is Ours
Creating A Shared Vision For The 21st Century**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) for the 9.0 FTEE of reassignments in the VA Nebraska-Western Iowa Health Care System announced in February 2004 is jointly agreed to by the VA Nebraska-Western Iowa Health Care System (Management) and the American Federation of Government Employees (Union). In this MOU the word "reassignment" is defined as it is in 5 CFR Section 210.102(a)(12).

Reassignment means a change of an employee, while serving continuously within the same agency, from one position to another without promotion or demotion.

1. Management will meet individually with the employees whose jobs have been eliminated and who are slated for reassignment. The employee will be given the opportunity to have a union representative present during this meeting. During this meeting the employee will be informed of:
 - A. the reason for the action,
 - B. the approximate number, types, and locations of position affected,
 - C. the approximate date of the action,
 - D. the place where the employee may inspect the applicable reassignment regulations,
 - E. the employee will be notified that this reassignment will not effect their grade or pay, and
 - F. the employee's grievance rights.
2. The Department shall provide complete information needed by effected employees to fully understand the action and why they are affected. At a minimum, the Department shall:
 - A. Inform all effected employees as fully and as soon as possible of the plans or requirements for actions in accordance with applicable rules and regulations,
 - B. Provide each effected employee a list of the vacant positions currently being filled at all Health Care System sites and a reminder of where current vacancy postings are located at each facility.
3. Effected employees shall have fourteen-calendar days written notice period of reassignment. The employee may select from one of the options below:
 - A. Accept the offer of a specific position selected by management for which the employee is qualified or
 - B. The employee will be allowed to submit to Management his/her top three choices for reassignment from a list of all currently approved vacancies. Management shall reassign the employee to one of the alternative positions if at all possible. If management determines it cannot grant one of the employee's choices for reassignment, it shall document the reasons why.
4. Management will not use reassignment as a reprisal or harassment of Union officers.
5. For a period of two years if a position is established that is essentially identical to one of the positions abolished and Management determines to fill the vacancy, the employee who was reassigned for the position will have rights to first refusal.

PATRICK RUSSELL
AFGE
DATE

NANCY GREGORY, CHE
MANAGEMENT
DATE: