

MEMORANDUM OF UNDERSTANDING (MOU)

Blue Water Navy (BWN) - Nehmer Project

The following constitutes an agreement between the Department of Veterans Affairs, Veterans Benefits Administration (VBA) and the American Federation of Government Employees (AFGE), AFL-CIO National Veterans Affairs Council (NVAC) #53, (Union) regarding Blue Water Navy (BWN) - Nehmer Project.

1. The Nehmer Live veteran sites are Roanoke, St. Petersburg, Cleveland, St Louis, St Paul, Lincoln, Oakland and Reno Regional Offices. The Nehmer Survivor sites are Salt Lake City, Phoenix, Waco, Philadelphia, Huntington and Togus Regional Offices.
2. Employees who are selected to participate in this program will receive additional training associated with Blue Water Navy (BWN) – Nehmer claims.
3. Both parties recognize the significant challenge in processing this type of work. Local management is encouraged to consider this and analyze data prior to taking any potential adverse action.
4. Employees who perform work that is not credited or is under-credited, will be allowed to request excluded/deductible time in the appropriate data system. The request will be reviewed, considered and addressed in the appropriate data system.
5. Upon request, the AFGE VBA Mid-Term Bargaining Committee will be provided the performance standard data for those participating in this project.
6. Consistent with the procedures set forth in the Master Agreement, local bargaining shall take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
7. Management will not hold employees accountable for factors or extenuating circumstances that affect performance and are beyond the employees' control.
8. After implementation, if either party is made aware of issues that may affect employees, both parties agree to discuss the issues and work to mutually resolve the issues for the employees. Should discussions not resolve the issues, the parties will implement the negotiating process to the extent required by the statute.

9. Management shall provide a copy of this MOU to the local president and/or designee at each AFGE local within (10) ten days of the date this MOU is signed.

Kevin D. Nelson

Kevin D. Nelson
For the Agency

Paul H. Fleming
For AFGE/NVAC

05/20/2021

Date