

## MEMORANDUM OF UNDERSTANDING

The following constitutes an agreement between the Department of Veterans Affairs, Veterans Health Administration (VHA) and the American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council #53 (NVAC) regarding the Integration of VHA Nutrition and Food Service (NFS) with Veterans Canteen Service (VCS) at affected VHA facilities nationwide.

1. The Department shall provide AFGE/NVAC with the actions VHA has initiated to implement the recommendations as stated in the GAO report 01-64 on page 5, second paragraph.
2. Decisions to pursue NFS/VCS integrations rest with VISN and/or Medical Center Directors. All parties in pursuit of NFS/VCS integrations will use the procedure cited in this MOU. These provisions shall include but are not limited to the following:
  - a. The parties recommend that VHA facilities should make every effort to conduct studies of each NFS inpatient food location to weigh alternatives for providing the lowest-cost food service while maintaining quality service. In the event studies are conducted locally and a decision is made to pursue integrations, the result will be shared with the NVAC and negotiations will take place as appropriate.
  - b. AFGE/NVAC shall have representatives on any work group that conduct studies on alternatives for low-cost food productions at all levels of VA and/or VHA.
  - c. Wages for VCS employees are based on the current regularly scheduled wage survey results conducted by DOD and/or its successor authority.
  - d. Management and the Union shall review the appropriate position descriptions for their accuracy and when last updated. Changes to a position will be incorporated in the position description to assure that the position is correctly classified and graded to proper title, series, and grade. Employees shall be compensated for duties performed on a regular and recurring basis.
  - e. Implementation of NFS/VCS integration shall be postponed up to 90 days or when the first classification appeal is decided, whichever is earlier, pending the outcome of the first classification appeal filed by any affected employee.
  - f. Position descriptions involving NFS/VCS integrated facilities will be classified in accordance with existing OPM classification standards.
  - g. Management officials shall provide all mandatory training to NFS and VCS

employees at affected facilities. In accordance with Article 34 Section 4 of the VA/AFGE Master Agreement management shall provide the training necessary to enable VCS hourly rate employees to perform all required duties. Management shall be responsible for the coordination and scheduling of NFS and VCS employees for training.

- h. Specialized training currently provided to NFS employees shall continue as presently structured and shall be provided to VCS employees.
- i. Two separate leave groups, NFS WG and VCS NA, may be established. Leave scheduling and usage will be implemented in accordance with Article 32 of the VA/AFGE Master Agreement dated March 21, 1997.

3. The Department agrees that any prior agreements on any integration of NFS with VCS at AFGE/NVAC VHA facilities shall be subject to this MOU.

4. All current permanent Federal Wage System (FWS) Wage Grade (WG) bargaining unit employees will be grandfathered so that current positions, salary, benefits and pay scale remain in effect so long as the employee encumbers the NFS position.

5. The parties agree that only through attrition shall WG positions be converted over to NA positions, at affected integrated facilities.

6. AFGE/NVAC will be pre-decisionally involved in staffing levels regarding NFS integrations with VCS, locally.

7. Affected NFS WG employees will be given priority consideration during the first six months following the completion of an integration of NFS with VCS in consideration of lateral relevant positions. In order to allow NFS WG employees to take fullest advantage of this provision, relevant vacant positions **for which they qualify**, at affected facilities will not be filled until 60 days after affected NFS WG employees have been advised of the integration.

8. When management determines a vacant WG position needs to be filled, and the position reflects possible promotion potential for the current NFS WG employees, the position will be posted both as a WG and NA vacancy. The first area of consideration for the positions will be limited to the current NFS WG employees. The second area of consideration shall be the current VCS NA employees. If a WG employee is promoted into the position, then the position should be filled at the lowest NFS WG vacant position available, using the same placement method cited in this paragraph.

9. If no lower grade NFS WG employee is available for a vacant NFS WG position and management determines the need to fill this position, recruitment will be in accordance with VA/AFGE Master Agreement and Veterans Canteen Service Recruitment and Placement Policy.

10. Vacant positions will not be posted until the appointing authority assures that they are authorized, properly described, evaluated, and classified according to series, title, and grade.

11. If there is a sharing of equipment and/or space between NFS and VCS, the affected local(s) shall be provided a timely opportunity to bargain as appropriate.

12. Only fully trained and qualified employees may be assigned to work both NFS and VCS activities. Assignments will be given to employees with the least tenure first or those who volunteer for an assignment. To meet operating requirements or emergency situations, all employees may be required to work in both areas. Under an emergency situation, patient care needs would take priority.

13. Normally, Veterans Canteen Services Retail Store employees, are not impacted by an integration of NFS with VCS food production. In those cases where retail store employees are impacted local bargaining is appropriate.

14. The appropriate officials shall provide a copy of this MOU to the National and Local union officials at their facility upon receipt of this MOU.

15. The local parties shall be permitted to bargain locally on all appropriate matters related to the integration of NFS with VCS, not covered in this MOU, prior to any implementation at their facility.

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Date