

MEMORANDUM OF UNDERSTANDING  
GROUND RULES

I. Preamble

- A. This subject Memorandum of Understanding (MOU) is entered into by and between the Department of Veterans Affairs (hereinafter referred to as the Department or Agency) and the American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council (hereinafter referred to as AFGE or Union).
- B. This MOU shall govern the procedures for negotiating a Master Agreement between the Department and the Union for all Title 5, and Title 38 employees included in the consolidated VA-AFGE bargaining units as certified by the Federal Labor Relations Authority (FLRA). The parties may amend in writing any provisions of these Ground Rules or any initialed Article, by mutual consent.

II. Procedures

- A. Pursuant to Article 61 of the 1997 Master Agreement between the parties, that agreement has been extended until a new agreement is in effect
- B. The parties agree that all members of the Master Negotiating Committee have the requisite authority to negotiate on behalf of their respective party. The parties agree that the participation of any subject matter experts shall be for purpose of providing resource information mutually beneficial to the parties. The Department will be responsible for all expenses (travel and per diem) associated with subject matter experts mutually agreed to by the Parties.
- C. The parties will use a combination of bargaining techniques. As each proposal is taken up, the party offering a proposal will explain it, and will at a minimum provide the meaning and objectives of the proposed language. There will be ample opportunity for questions and answers, additional information, and other discussion. The parties will follow this procedure in a good faith effort to reach agreement.
- D. All proposed language for the agreement will be in hard copy.
- E. VA will submit its initial proposals within 45 days of the signing of the ground rules. AFGE will submit its initial proposals no later than 120 days after the signing of the ground rules. Either party may submit additional proposals thereafter. The first bargaining session will begin no later than 150 days after the date of the signing of the ground rules. The effective date of the ground rules is the date they are signed by all parties.

- F. In addition to providing leadership and being responsible for the conduct of their members, each Chief Negotiator is responsible for the following, with respect to that party's team:
- Determining the Master Negotiating Committee members and sub-group members.
  - Designating their Alternate Chief Negotiator and Master Negotiating Committee Alternates.
  - Calling caucuses
  - Requesting mediation assistance through FMCS, after thorough discussion between the parties.
- G. The Chief Negotiators are jointly responsible for the following:
- Determining the starting and quitting times for all bargaining sessions.
  - Expanding the negotiating team
  - Initialing-off on all articles to which the Master Negotiating Committee has reached consensus.
  - Agreeing to the presence of an observer(s).
  - Recognizing the Department and AFGE's commitment to Alternative Dispute Resolution, the parties agree to utilize it in these negotiations to attempt resolution of issues they were unable to resolve by themselves.

### III. Official Time

- A. The Department agrees to approve 100% official time for 11 Union members of the Master Negotiation Committee for the duration of preparations, bargaining-related activities between sessions, and negotiations, including any and all third party proceedings. Alternates will be granted 100% official time when serving as a member of the Master Negotiating Committee.
- B. Official time that would otherwise be used by a union official participating in the national agreement negotiations is transferable to another Union official.
- C. The negotiating teams may mutually agree to establish sub-groups. Individuals appointed to serve on a sub-group will be on 100% official time when the sub-group is in session. If preparation time is needed, it will be addressed by the chief negotiators.

#### IV. Role of Observers

The Chief Negotiators may, through mutual agreement, permit observers to attend Master Negotiating Committee sessions. These observers will not participate in discussions and will otherwise abide by all the ground rules agreed to by the Negotiating teams.

#### V. Role of Alternates

Each Chief Negotiator may approve attendance of Alternates at Master Negotiating Committee sessions. The alternate will have the full rights, responsibilities and authority of the Master Negotiating Committee member for whom they are substituting.

#### VI. Session Schedules

- A. Negotiations will be in one-week sessions. Negotiations will be held Monday through Friday, with travel on Sunday and Saturday. Each session will be followed by three weeks in which the Master Negotiating Committee will not meet. Sub-groups may meet during and between bargaining sessions. Negotiation sessions will not be scheduled during weeks that contain Federal or religious holidays. Each scheduled workday will consist of eight hours with appropriate time provided for meals and breaks. Through mutual agreement, the Chief Negotiators may make changes to the session schedules.
- B. The AFGE bargaining team will be provided a preparation budget with the minimum being \$25,000 or equivalent to the management expenditure for preparations.
- C. The Department agrees to pay the travel and per diem for 11 members of the Master Negotiating Committee. The Department agrees to pay travel and per diem for sub-groups pursuant to the Federal Travel Regulations and in accordance with this agreement.
- D. Sessions will be held at or near VA facilities. The locations will be determined by the Chief Negotiators. These determinations will be based on considerations such as availability of resources, convenience, cost, negotiation efficiency, and other compelling reasons.

#### VII. Services and Facilities

So as to ensure effective achievement of the goals of the negotiations, the Chief Negotiators will work together to ensure that adequate administrative support is available to all team members. Any issues arising regarding services and/or facilities will be resolved expeditiously by the Chief Negotiators. Team members will assist the Chief Negotiators in this area consistent with their individual

knowledge and skills. It is agreed that the Department will provide adequate caucus facilities, meeting space, and compatible computer support to both teams.

#### VIII. Impasse Issues

The Chief Negotiators will jointly request assistance of the FSIP, and will request binding arbitration. This shall only occur at a point when both Chief Negotiators agree no further voluntary procedures will resolve existing differences and the mediator has released the parties.

#### IX. Mid-Term Negotiations

In recognition of the fact that national issues may arise requiring bargaining by the parties, the Chief Negotiators of the Mid-Term Negotiating team will bargain unless they mutually agree to hold the matter in abeyance or either party refers the matter to the Master Agreement Negotiating Committee. The Chief Negotiators will determine whether the Master Negotiating Committee accepts jurisdiction over the issues.

#### X. Supplemental and Official Time Negotiations

No local supplemental negotiations or local official time negotiations may be initiated after the effective date of this MOU. All ongoing local supplemental agreement and/or local official time negotiations will be terminated. Any local official time or local supplemental agreements or past practices as of the effective date of this MOU shall remain in effect. New supplemental negotiations or local official time negotiations shall not be permitted until 180 days after the effective date of the Master Agreement.

#### XI. Joint Training/Notes

- A. A Master Agreement training document will be jointly produced. This training document will be utilized to provide a common understanding for implementation of the new agreement by the parties.
- B. There will be no recording of the negotiations, neither audio nor video. This does not preclude either party from taking laptop or handwritten notes.

#### XII. Negotiability Before Agency Head Review/Appeals

- A. If there is a negotiability issue under Title 5 that arises prior to agency head review, an appeal may be taken to the FLRA and, subsequently, any appropriate court. Upon receipt of a decision on this issue, the matter will be placed on the bargaining table within 30 days.

- B. If there is a negotiability issue under Title 38, section 7422, that arises prior to agency head review, that issue may be referred to the Under Secretary for Health for a determination, and, subsequently, a court appeal may be filed with any appropriate court. Upon receipt of a decision on this issue, the matter will be placed on the bargaining table within 30 days.
- C. If there are any court appeals pending, the parties agree that the provisions of the 1997 Master Agreement on the same subject will remain in effect until the disputed provisions are decided by the court. Once the court has rendered a decision, the parties will bargain on the matters/issue considered consistent with the decision. Any past practices or arrangements shall remain in effect unless superseded by the new Master Agreement. In that case, the agreements or arrangements will be renegotiated to comply with the Master Agreement.

### XIII. Ratification

- A. Upon completion of the negotiations and resolution of negotiability issues submitted to the Federal Labor Relations Authority, the agreed-upon Articles will be referred to the locals for ratification. If the union ratifies these articles it will so notify the Department, and the chief negotiators will execute the agreement within 5 days of such notice. They will then refer the executed Master Agreement for agency head review.
- B. However, provisions on subjects from the 1997 Master Agreement that are subject to court review because of alleged non-negotiability will not be subject to ratification at this time. These provisions will remain in effect until they are resolved by the appropriate court. They will be negotiated by the parties consistent with the court resolution, and the resulting provisions will be subject to ratification, execution, and agency head review.
- C. New proposals offered for inclusion in the new Master Agreement that are subject to court review likewise will be resolved through negotiations, consistent with the decision of the court, and the resulting provisions will be subject to ratification, execution and agency head review.
- D. Any provisions resulting from bargaining after the FLRA or the court decides a matter will be subject to ratification, execution, and agency head review, and will be considered addendums to the Master Agreement.

XIV. Effective Date

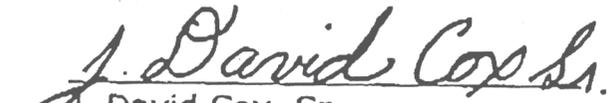
- A. Upon timely notification under 5 U.S.C. 7114(c) that any provision(s) of the executed Master Agreement are disapproved by the Agency Head, or designee, the disputed issues may be referred to the Federal Labor Relations Authority and the appropriate court, as provided by law. The Master Agreement will be in effect when it has been ratified, executed, and approved, and when all matters have been resolved as provided by law and these Ground Rules.
- B. In addition to any reproduction and distribution of copies of the Master Agreement that may be negotiated as part of the Master Agreement, the Master Agreement may be posted on the Department's and AFGE's web sites.

The effective date of these Ground Rules is July 17, 2003 :

The signatures of the Ground Rules Agreement are the following individuals who negotiated it:

For the Union:

  
Alma L. Lee  
Chief Negotiator

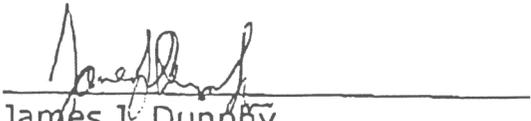
  
J. David Cox, Sr.

  
Oscar L. Williams, Jr.

  
Jacqueline Sims

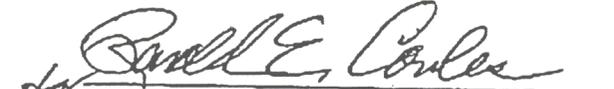
  
Valorie Reilly

  
Dave Rodriguez

  
James J. Dunphy

  
William H. Wetmore

For the Department:

  
Maureen Humphrys  
Chief Negotiator

  
Ronald Cowles

  
Dan Kowalski

  
Crystal Wiggins

  
Douglas Katcher

Effective Date: July 17, 2003