

VA - NAGE Ground Rules MOU:

Purpose

1. The Memorandum of Understanding (MOU) constitutes an agreement between the Department of Veterans Affairs (Department or VA) and National Association of Government Employees (NAGE or Union).
2. The purpose of this MOU is to govern the procedures for negotiations of a new national collective bargaining agreement between the VA and NAGE for employees included in the consolidated VA-NAGE bargaining units as certified by the Federal Labor Relations Authority.
3. This MOU will remain in full force and effect until such time as negotiations are completed and a new agreement is signed.

Participants

1. The current Master Contract dated November 28, 2003 will remain in effect in accordance with Article 64, Section 4.
2. Membership: Each bargaining team will consist of a chief negotiator, four bargaining team members, a traveling alternate, and a note-taker. Each party must serve, in writing, the names and contact information of its respective representatives within 10 calendar days of signing this MOU.
3. Chief Negotiator: Each party will designate a Chief Negotiator. Chief Negotiators will be responsible for:
 - a) Binding the Union and the VA on the finality of an article;
 - b) Providing leadership and being responsible for the conduct of their bargaining team members;
 - c) Calling caucuses;
 - d) Reaching tentative agreements on contract language;
 - e) Initialing, dating and signing agreed-upon articles;
 - f) Requesting assistance from the Federal Mediation and Conciliation Service (FMCS);
 - g) Requesting assistance from the Federal Service Impasses Panel (FSIP);
 - h) Addressing any scheduling or logistics modifications to the negotiation sessions;

- i) Determining their respective bargaining team members, including alternates; and,
 - j) Mutually agreeing to the presence of observers, subject matter experts or technical advisors during bargaining.
4. **Traveling Alternate:** The person designated as the traveling alternate is part of the bargaining team and travels to the bargaining sessions. The traveling alternate may not actively participate at the bargaining table during negotiations unless authorized by the Chief Negotiators but may attend caucuses called by his or her respective Chief Negotiator.
 5. **Note-taker:** Each party may designate a note-taker to take notes and maintain records of the negotiations. Note-takers may not actively participate at the bargaining table during negotiations unless authorized by the Chief Negotiators but may attend caucuses called by their respective Chief Negotiator.
 6. **Alternate:** Alternates will have the full authority to speak and reach agreement for the members for whom they substitute.
 7. **Neutral:** The VA will designate one additional person, designated the “Neutral,” who is not on either bargaining team, to memorialize the parties’ proposals and tentative agreements during the bargaining sessions. The Neutral is not considered part of either bargaining team and may not participate as a team member at the bargaining table during negotiations or in caucuses. The Neutral will observe the confidentiality of the bargaining process.
 8. **Observers:** Observers must be mutually agreed to in advance by the Chief Negotiators. Observers will remain silent and play no role in the negotiation process. Each party will pay travel and per diem for its own observers. The Chief Negotiators will work with the observer’s supervisor or other management official to encourage his or her attendance. Union observers will be on official time.
 9. **Subject Matter Experts (SME’s) and Technical Advisors (TA’s) –** SME’s and TA’s must be mutually agreed to in advance by the Chief Negotiators. SME’s and TA’s will remain silent and play no role in the negotiation process unless authorized by the Chief Negotiators. SME’s and TA’s may only comment on matters within the scope of their expertise. The Chief Negotiators will work with the SME’s or TA’s supervisor or other management official to encourage his or her attendance. Union SME’s and TA’s will be on official time. The VA will pay for travel and per diem for approved SME’s and TA’s who are current VA employees.
 10. To preserve the integrity of the bargaining process and to promote open exchange of interests, the parties agree that the content of discussions during Master Contract negotiations will be confidential. Periodic reports on the progress of negotiations to VA Leadership or NAGE Leadership may be appropriate, but the information communicated during these briefings will be confidential and may not be distributed. The publication or distribution of specific contract language discussed or agreed to is strictly prohibited prior to the execution of the contract.

Official Time

1. This Section applies to Union representatives on the bargaining team who are employed by the Department.
2. Official Time: In accordance with 5 USC 7131(a), Union representatives on the bargaining team shall be granted 100% official time for all activities related to Master Contract negotiations, starting on January 7, 2013. Additionally, in accordance with 5 USC 7131(c), official time is appropriate for attendance at and preparation for other proceedings before the FLRA.
3. Transfers of Official Time: Union representatives on the bargaining team may have existing allocations of official time under other agreements with the Department. If a Union representative on the bargaining team has an existing allocation of official time, he or she may transfer any portion of the existing allocation of official time to one bargaining unit employee while he or she is attending the negotiations. A recipient of transferred official time may only use the time to perform the functions for which it was originally allocated. (For example, if a member of the bargaining team has an allocation of official time at a local facility to be the Local President, he or she may transfer the Local President allocation to one other union representative, but only for the purpose of being the Local President.)

Travel and Per Diem

1. The bargaining team will receive travel and per diem at the Department's expense consistent with the Federal Travel Regulations for all scheduled negotiations sessions held for two years after the first bargaining session.
2. After two years, four designated Union bargaining team members (the Chief Negotiator and three other bargaining team members) and the note-taker will receive travel and per diem at the Department's expense consistent with the Federal Travel Regulations for all scheduled negotiations sessions held between second and third year of the negotiations.
3. After three years from the first bargaining session, each party will be responsible for paying its own travel and per diem expenses. By mutual agreement, the parties will discuss a change in meeting location.
4. Changes in the Department's obligation to pay travel and per diem do not change the Union's team size or the Union's official time allocations. The Union may pay travel and per diem for any bargaining team member not funded by the Department.
5. When the parties negotiate on consecutive weeks, bargaining team members are entitled reimbursement at government expense for the lesser of a) a trip home or b) lodging per diem plus meals and incidental expenses per diem, per the Federal Travel Regulations (See VA Financial Policies and Procedures, Volume XIV – Chapter 2, Section 0202 Policies, 020201 General Rules, Subsection D), at the bargaining location during the weekend. Emergency

travel is covered under Travel under Special Circumstances, Financial Policies and Procedures, Volume XIV – Chapter 5.

6. The Union bargaining team will be provided with six administrative work weeks of official time, starting on January 7, 2013 through February 22, 2013, to prepare proposals for negotiations. Additionally, the Department will pay travel and per diem for the Union bargaining team to meet for four days during the week of February 25, 2013. Travel for this week will begin on Monday February 25, 2013 and end on Friday, March 1, 2013. Total cost for this travel will not exceed \$10,000.

Bargaining Location and Schedule

1. The Department will supply, at its own expense, one conference room suitable for negotiations and one conference room suitable for caucuses. The negotiations will occur in the following rotation: six consecutive months in Pittsburgh, PA or another location determined by the Department, two consecutive months in Memphis, TN, two consecutive months in Charleston, SC. If appropriate VA space in Memphis or Charleston is not available for their respective months, the Union will provide the Department with two additional locations. The Department will check availability at the next two locations. This procedure will continue until the Department secures appropriate space for negotiations. The Department will make every reasonable effort to accommodate the Union's request to negotiate in Memphis or Charleston in the appropriate months as set forth above. This schedule will repeat until the negotiations are complete.
2. The parties will meet two weeks per month and the Chief Negotiators will endeavor to select two months when the parties will meet for three weeks. The parties will endeavor to have the bargaining sessions on non-consecutive weeks. This schedule will repeat until the negotiations are complete.
3. Modifications to the schedule may be made by mutual agreement.
4. The dates of the bargaining sessions will be determined by mutual agreement of the Chief Negotiators no later than 30 days after the effective date of the Ground Rules.
5. The parties will work 8:00 AM to 6:00 PM, with an hour lunch break, except Friday which will be held from 8:00 AM to 2:00 PM. Upon mutual agreement of the Chief Negotiators, the parties may work later. The parties agree that the Union negotiators are not entitled to overtime or compensatory time.
6. A 15-minute break in the morning and afternoon will also be provided as determined by the Chief Negotiators.

Procedures

1. Recording the Bargaining Process: No electronic recording or verbatim transcripts will be made during the negotiations. However, each party may make and keep its own notes and records. Bargaining team members may use non-voice activated laptops at the table.
2. Caucuses: The Bargaining team requesting a caucus will leave the negotiation room to caucus in the caucus room. There is no limit on the number of caucuses held. However, each party will make every effort to restrict the number of caucuses, and will provide a reasonable estimate on the anticipated length of the caucus and will provide updates if more time is needed.
3. Mobile Devices: Cellular phones and other mobile devices will be placed on vibrate or silent mode.
4. Either party may reopen for negotiations any article or articles from the Master Contract between the Department of Veterans Affairs and the National Association of Government Employees dated November 28, 2003 (Master Contract). Either party may propose new articles not found in the Master Contract or propose that articles in the 2003 Master Contract not appear in the new contract. When exchanging a proposal, both parties will identify when a proposal is the same as the article in the current Master Contract. If neither party submits a proposal for an article, the currently existing article will not be included in the new Master Contract.
5. The parties will exchange a complete set of proposals on March 11, 2013. After the mutual exchange, no new proposals can be submitted by either party absent mutual agreement of the Chief Negotiators.
6. When the Department provides its proposals to the Union it will do so in Microsoft Word format as well as one hard copy to Union's Chief Negotiator. When the Union provides its proposals to the Department it will do so in Microsoft Word format to the Department's Chief Negotiator.
7. The parties will begin face to face negotiations the week of May 6, 2013.
8. Presentation of Proposals during Bargaining: During bargaining, the parties will alternate presenting proposed articles. The parties will introduce each proposed article before any discussion of the article takes place. The party introducing the proposal will explain it and provide the meaning, objectives and interests relative to the proposal language. The parties agree to bargain in good faith and to work efficiently and diligently, allowing a reasonable time for discussion of each proposed article.
9. Record Keeping: The record of the parties' proposals and agreements for each article and any other joint bargaining documents will be in Microsoft Word format. At the end of each day, and upon request during the bargaining sessions, the "Neutral" will provide an electronic copy of the working document to the parties.

10. Facilitator: The parties, by mutual agreement, may enlist the assistance of a facilitator in the bargaining process.
11. Memorializing Agreements on Proposals: During negotiations the Chief Negotiator for each party will verbally signify tentative agreement on each section. Upon request of the Chief Negotiators, the record keeper will memorialize tentative agreements by highlighting or setting the agreed-upon language in boldface in the working document of each article. Tentative agreements on an article may be revoked by either party at any time before the Chief Negotiators signs the final page of the article. When an entire article is fully negotiated and agreed upon, each Chief Negotiators will initial each page of the article and sign and date the last page of the article. The parties may reconsider or revise any signed article only by mutual consent. No signed article is binding and effective until the entire agreement is executed by the parties consistent with this MOU.
12. Upon request, the Department, through local OI&T, will provide VA laptops with wireless capability and Blackberries to any members of the bargaining team for the entirety of the negotiations. If necessary, VACO LMR or the Department's Chief Negotiator will contact the local facility to expedite the request.
13. Mediation: Either party may request the assistance of the FMCS.
14. Impasse: If the parties are unable to reach agreement with assistance from the FMCS mediator, either party may request the assistance of the Federal Services Impasses Panel (FSIP) in accordance with 5 USC 7119 and implementing regulations.
15. Negotiability disputes: If the Department declares any proposal to be non-negotiable, the Union may follow the procedures for resolving negotiability disputes set forth in 5 USC 7117 (Duty to Bargain in Good Faith; Compelling Need; Duty to Consult). If any proposal declared non-negotiable is subsequently determined by the FLRA to be negotiable, or if the allegation of non-negotiability is withdrawn by the Department, the proposal will, upon the Union(s)'s request, be negotiated within 30 days of receipt of a final action. Nothing in this section will preclude the right of judicial review by either party. If an issue is determined by the Secretary of Veterans Affairs to be negotiable under Title 38, section 7422, the issue will, upon the Union(s)'s request, be negotiated within 30 days of receipt of the determination.
16. Collateral third-party actions: A third party action filed by either party concerning these negotiations will not delay further bargaining while the action is pending, except by mutual agreement.
17. Ratification: The Union will have 45 calendar days after signature of the term agreement to ratify the contract. If the Union fails to notify the Department within 45 calendar days that it has not ratified the contract, the contract will be considered ratified. When the Union provides formal notice to the Department that it has ratified the contract, the Chief Negotiators, within 5 working days, will jointly execute the contract and provide notice to the head of the Department.

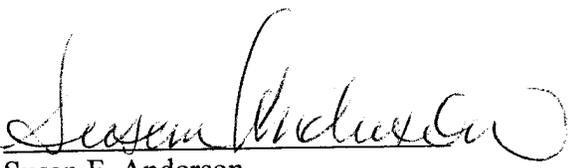
18. Agency Head Review: Pursuant to 5 USC 7114(c), the head of the Department shall approve the contract within 30 days from the date the agreement is executed if the agreement is consistent with the Federal Service Labor-Management Relations Statute and any other applicable laws, rules or government-wide regulation.
19. If the Department head does not approve or disapprove the contract within the 30 day period, the contract shall take effect and be binding on the Department and the Union to the extent it is consistent with law, rules and government-wide regulation. The contract will be in effect when it has been executed and approved under this section.
20. Dress Code: The dress code for the negotiations will be business casual and appropriate for travel days.
21. No local supplemental negotiations may be initiated after the effective date of this MOU.
22. This MOU does not create precedent for future VA-NAGE ground rules negotiations.

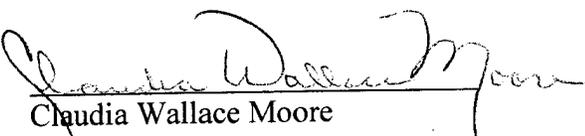
Effective Date

These ground rules are effective upon signature by both parties. The parties may amend any provision of these ground rules by mutual consent and in writing.

FOR the Union

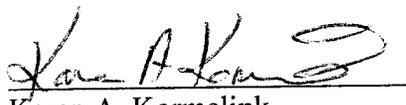

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