

MEMORANDUM OF UNDERSTANDING

1. The following agreement is between the Department of Veterans Affairs (VA), Veterans Health Administration (VHA), and the National Federation of Federal Employees (NFFE), VA Council of Consolidated Locals (Union) in regard to VHA Handbook 1605.01, Privacy and Release of Information.
2. Consistent with Article 3 and Article 36 of the VA/NFEE Master Agreement, bargaining unit employees have the right to in-service training necessary to insure satisfactory job performance and the right to have training scheduled on duty time.
3. Employees will not be subject to retaliation who as whistleblower making any disclosure that the employee reasonably believes reveals a violation of law, rule or regulation or evidences gross waste, gross mismanagement, an abuse of authority or a substantial and specific threat to public health or safety committed by a government entity, agency, or employees.
4. Pursuant to Article 3, Section 1 of the VA/NFEE Master Agreement, employees in the unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist the Union, or to refrain from such activity.
5. Pursuant to Article 3, Section 15 of the VA/NFEE Master Agreement, employees may present their views to officials of the Executive branch, the Congress, or other appropriate authorities in accordance with applicable laws and government-wide regulations. Employees will not engage in such activities on duty time unless it is a VA assigned duty.
6. Consistent with Article 2, Sections 12 and 13 of the Master Agreement NFFE can designate a representative to committees at the national, intermediate or local level related to VHA Handbook 1605.01 Privacy and Release of Information. NFFE union officials participating on these committees will be on official time. If the union representative is not currently receiving an official time allocation, he or she may request, and receive, official time to attend the meeting. The official time granted under this MOU is independent of and in addition to official time granted to the Union representative under the Master Agreement. If travel is required the parties will adhere to all provisions of the Master Agreement and Federal Travel Regulation (FTR).
7. Privacy of union records and data systems will be consistent with Article 19, Section 2 of the VA/NFEE Master Agreement.
8. Data and/or information requested in accord with the Master Agreement Article 2 section 7 will be provided in a timely manner.
9. NFFE midterm team reserves the right to address issues related to VHA Handbook 1605.01, Privacy and Release of Information as they occur that have not been covered by this MOU.

10. NFFE Locals may elect to bargain on the local implementation of VHA Handbook 1605.01, Privacy and Release of Information at their facility and/or duty station. Locals may elect to bargain, in accordance with 5 USC 7106 as long as it does not conflict with this MOU or the Master Agreement.
11. Copies of this MOU will be posted on distributed by appropriate local Management official to the NFFE local president within 10 days of signing and this MOU will be posted on VA website.


Steven Flatley
Labor Relations Specialist
Department of Veterans Affairs (VA)

7/21/16
Date


Jeffrey Shapiro,
President
NFFE-IAM, DVA Council

7/21/2016
Date


James Zeveski
Labor Consultant
Veterans Health Administration (VHA)

8/22/16
Date