

The following constitutes agreement between the Department of Veterans Affairs (VA) and the AFGE, National Veterans Affairs Council (NVAC) as regards the intent to close the depots at Bell, California and Somerville, New Jersey.

1. Management will provide opportunities for affected employees to continue their careers in the VA.
2. As a last alternative, employees will be subject to reduction-in-force procedures and, for those who are offered lower grade positions, will be provided saved grade and pay in accordance with the law, government-wide regulations and Department regulations in effect at this date. To the maximum extent allowable by law, in no case will eligible employees salary be less than what they are presently receiving. The GAP applies only as long as the employee remains in the GAP area.
3. Affected employees will be provided special placement for vacancies normally at but can be below their current grade level at VA facilities where the employee has expressed an interest.
4. Management will comply with applicable RIF regulations in providing assignment rights to employees.
5. Management will waive OPM qualification standards when filling vacancies as a result of RIF in those cases where it does not adversely affect mission requirements.
6. Management will insure that an employee's first choice of duty station per the employee survey will receive the utmost consideration.
8. Normally, vacancies including temporary positions lasting three months, will be used to satisfy employee RIF assignment rights.
9. An employee who has received a specific RIF notice of separation may be offered a vacancy in a lower graded position without regard to the three grade level limit which applies to bump and retreat.
10. Career status employees maintain reinstatement rights indefinitely.
11. Displaced employees will remain on the RPL for up to 3 years. When a vacancy occurs in the competitive area, management will first provide priority consideration to employees on the RPL, second will be full consideration to bargaining unit employees and then preferential consideration to transferred employees due to depot closure who are in the Applicant Supply File. Management may then consider all other sources.
12. Normally, management will offer part-time vacancies to former, off-the-rolls, full-time employees if the vacancy has not been filled by the RPL.

13. Normally, management will offer full-time vacancies to former, off-the rolls, part-time employees if the vacancy has not been filled by the RPL and the part-time employee is eligible for conversion to full-time.

14. Management will retain retention registers for a period of seven years.

15. Management will make every effort to place affected employees in the facility of their choice.

18. Management will pay relocation expenses for permanent employees displaced or affected by the RIF who accept a position at another VA facility in accordance with governing regulations.

20. Employees will be given up to 40 hours of excused absence for job interviews and associated travel, and to contact federal job placement officials and employment agencies. Additional hours will be given on a case-by-case basis. Excused absence for travel outside the local area for job interviews will be limited to one day in each direction for each episode. This section will be applied in a liberal matter.

21. Information concerning unemployment benefits will be made available at the Outplacement Center. If possible, unemployment services are planned to be included in the OC.

24. Management will request a waiver from OPM of the three year limitation on retaining sick leave.

25. Management will liberally consider employee requests to carry over in excess of 240 hours of annual leave to the following leave year in accordance with governing regulations.

25. Management recognizes the Union's increased responsibilities during this interim period.

26. Employees who do not choose to relocate and are separated by RIF procedures will receive severance pay in accordance with appropriate laws and regulations.

27. Those special rate employees impacted by displacement or RIF will retain their special rate salaries.

28. If a repayment situation exists, management will request central office to waive repayment of on-call/standby duty pay.

29. Management will request early-out retirement authority from OPM.

30. For employees unwilling or unable to relocate or transfer, management will offer job and career counseling.

31. A listing which includes upward mobility programs and openings at other VA facilities and other government

agencies will be posted in the Outplacement Center and provided to the Union, if requested.

32. Management will offer training to explain to employees their rights by regulation relating to RIF, transfers, and appeals.

33. Utmost consideration will be given to accommodate those employees in Academic Programs.

34. Stress education workshops will be provided.

35. Education and training funds may be used to retrain employees to alleviate the impact of a RIF.

37. Management agrees that the application of this agreement, laws and regulations relating to any matter in this agreement shall be fair and equitable.

39. Management will maintain open communications and address any problems with the Local President or designee. The Local's written designee will have the authority to speak for the Local on substantive issues.

40. Management will seriously consider upward mobility programs as a means to accommodate employees and help avoid RIF.

41. Employees affected by depot closure can grieve matters relating to the closure and its effect on them using the AFGE Master Agreement and supplements irrespective of bargaining unit status after transfer.

43. Facilities considering affected employees for employment should consider them not only for current vacancies but also for anticipated vacancies.

44. Employees will retain pay retention indefinitely in accordance with applicable regulations.

45. Management recognizes that employees placed in other positions will need a reasonable period of time to reach the full performance level.

46. Employees maintain the opportunity for transfer and relocation through the effective date of the RIF.

47. Affected employees shall be extended all rights and privileges under the Federal Travel Regulations, 41 CFR 301-304, to include provisions concerning the sale of their residence. Employees will be advised of the above rights and privileges by appropriate personnel.

48. Management will request that six months of incentive pay be provided to employees who accept early retirements.

49. Employees who are assigned to new positions shall be allowed input into their new performance standards for consideration by their new supervisor.

50. Affected locals will retain all collective bargaining rights consistent with Article 2, Section 3 of the master agreement.

51. Once employees transfer to other facilities, they will be treated as any other employee at the station as regards their contractual rights and other employment related matters.

52. During the period of the effective date of this agreement and until final closure, management recognizes the additional Union workload and will act in a liberal manner as regards approval of official time for Union officers.

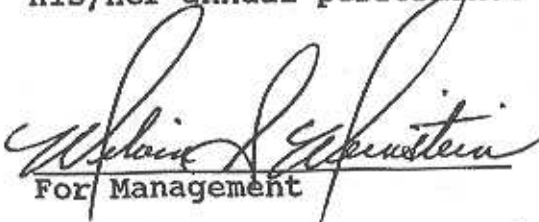
54. Assistance with community contacts and placement efforts routinely provided to VA spouses during intra-agency transfers will be offered to the extent that it does not interfere with services provided for and promised to depot employees.

55. This agreement becomes effective upon the date it is signed by the parties subject to appropriate laws and regulations.

56. To the maximum extent possible, affected employees will not involuntarily be detailed to other facilities.

58. Meetings which affect working conditions with affected employees will be announced to the Union prior to such meetings and the Union will be invited to attend as a full participant.

59. The fact that an employee chooses not to accept an assignment to another facility shall not negatively affect his/her annual performance appraisal.

  
For Management

  
For the NVAC

10-5-93  
Date