

MEMO OF UNDERSTANDING

GIP/IFCAP

1. The Handbook must be read in conjunction with, and is subject to, existing collective bargaining agreements between the Department of Veterans Affairs (Department) and the National Association of Government Employees (NAGE). Where conflicts exist between this Handbook and contractual agreements, such agreements shall supersede the Handbook.
2. Upon completion of local negotiations, the local union shall forward the agreement, memorandum of understanding (MOU) or other agreed terms and provisions to the designated NAGE National Representative. The NAGE National shall have thirty (30) calendar days from the date of agreement to review the agreement to ensure consistency with the Master Agreement, negotiated agreement at levels other than local level bargaining, government-wide regulations and laws. Should NAGE not respond in writing within thirty (30) calendar days, the Agreement, MOU or other agreed upon terms and provisions will go into effect on the thirty-first day after execution of the Agreement, unless mutually agreed otherwise. Should NAGE identify, in writing, issues or concerns with any agreed upon provision, the Agreement shall not be implemented until the issue or concern is resolved, unless mutually agreed by the parties to this agreement.
3. Training of employees in GIP/IFCAP programs and techniques shall be an appropriate subject for local bargaining.
4. Local level work and environment issues not provided for by this agreement shall be addressed through local bargaining.
5. The parties to this agreement may unilaterally reopen this agreement once during the term of the successor Master Agreement.
6. Local management shall provide the local Union with the basic qualifications and competencies required for performing GIP/IFCAP duties. The parties to this Agreement shall meet every six (6) months to review and discuss the evolution of staffing within the GIP/IFCAP program.
7. By October 31st of each year, the local facility shall provide annual notification to the local union with the series, title and grade of all employees performing GIP/IFCAP duties.

- 8. The Department recognizes that NAGE is the exclusive bargaining representative of employees in the unit of recognition. The Department acknowledges NAGE's right, consistent with law, to be present during formal discussions regarding GIP/IFCAP. Formal discussions may occur in the form of, among others, electronic mail communications, conference calls, work groups, and task forces.
- 9. Within 30 calendar days of implementing the GIP/IFCAP program the Employer will:
 - a. Review position descriptions of affected employees to determine whether the duties are contained in the existing P.D. or whether the P.D must be re-written to include new duties.
 - b. Conduct a classification review to determine any series and/or grade controlling factors affected by the addition of GIP/IFCAP duties.
- 10. NAGE locals will be provided written findings on all position description reviews, and will be provided with a copy of any revised Position Descriptions, resulting from the implementation of the GIP/IFCAP program.
- 11. Where more qualified personnel exist than are necessary to perform GIP / IFCAP duties, or where GIP / IFCAP duties are to be assigned to specific qualified employees within a group of qualified employees, the following procedures shall apply:
 - a. Volunteers will be sought from among all qualified candidates.
 - b. Selection among qualified volunteer candidates shall be based on seniority.
 - c. If there are no volunteers, the selection shall be made from among qualified candidates based on inverse seniority.
 - d. Seniority shall be determined by total VA service at each local facility.

Cheryl M. Pitts

FOR NAGE

DATE
2/6/02

Ronald S. Puder 2-8-02

FOR THE DEPARTMENT DATE