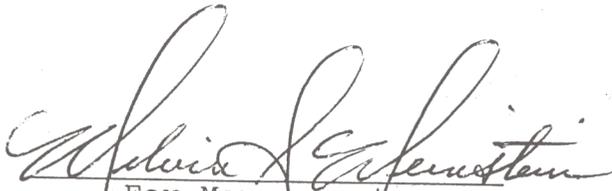


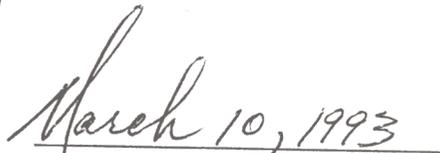
The following constitutes agreement between the Department of Veterans Affairs and the National VA Council regarding the use of the Federal Prison Labor Agreement.

1. Local Management shall meet its labor-management obligations at the local level prior to the implementation of the use of Federal Prison Labor Agreement.
2. The Department of Veterans Affairs will not accept prisoners with a past or present conviction for a violent criminal offense be brought on the facility to work.
3. The Facility will be responsible for the security of employees at the facilities utilizing prison labor.
4. The facility Personnel Officer, upon receipt, will provide a copy of this agreement and the use of Federal Prison Labor Agreement to the local union president.
5. Management shall be responsible for prisoners just as they are responsible for any employee at the facility in accordance with the Interagency Agreement between VA and B.O.P.
6. The union reserves the right to re negotiate this national memorandum of understanding within 180 days after the program is implemented at the first VA facility represented by AFGE. The parties reserve the right to meet and consult within 30 days whenever a problem arises.
7. Upon request and in accordance with law and government-wide regulations, a copy of monthly work reports and time sheets will be provided to the local union president.
8. Access to other than the assigned worksite for prisoners at VA facilities is a matter appropriate for local level negotiations.
9. It is management's responsibility to provide a healthy and safe work environment for bargaining unit employees whether they work with VA employees or prisoners.
10. The VA police will not be responsible for guarding prisoners.
11. Legitimate Union or employee concerns regarding prisoners shall be brought to the attention of management who shall deal timely with the concern and take appropriate action.
12. Only minimum security prisoners and halfway house prisoners will be able to participate in this program.
13. Management shall retain the right to supervise and direct prisoners.

14. Any service/division utilizing prison labor shall notify the local union of any planned decreases in FTEE prior to such reduction and bargain appropriately.
15. Upon completion of national level negotiations all future entered into local agreements shall comply with the national agreement.
16. Upon request management will identify to the union the present offense for which a prisoner is incarcerated.
17. The method by which management will identify the prisoners in the program to the union shall be a subject for local negotiations.
18. Management will assign the duty of transporting prisoners to qualified VA employees in the work unit who volunteer for such duty. If there are no such volunteers, and there is no reasonable alternate means of providing transportation, management reserves the right to assign the duty to an employee.

  
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For Management

  
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For the NVC

  
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DATE