

**Memorandum of Clarification**  
**Between the Department of Veterans Affairs and AFGE NVAC #53**  
**On Article 49 Section 4 Notification of Changes in Conditions of Employment**

The National Veterans Affairs Council AFGE and the Department of Veterans Affairs agree to the following clarification of Article 49 Section 4:

1. The parties understand that for the purposes of Article 49 Section 4, electronic means of notice includes email or fax. If any other electronic means of communication is to be used by the Department, the parties will negotiate over its use prior to implementation.
2. Fax transmissions will be treated the same as U.S. mail.
3. Each party who is responsible for receiving email notice shall notify the other party of their unavailability and the person to whom email notice should then be sent. The local parties will work out their approach to unavailability for email notice consistent with this agreement.
4. It is understood by the parties that if email notification is sent to the designated union representative, that union representative is entitled to open that email at any location, including their worksite.
5. If the Department or the Union uses email to provide notice of changes in working conditions, the Department and the Union will use e-signature.
6. If emails are used for notification under this article, there is a presumption that it's been received 5 work days after it has been sent with e-signature.
7. Email certification/usage for notification will only begin once the Union has either successfully completed training as described in Article 49 or has been offered and declined the training. The parties will mutually agree upon dates for training. If the parties are unable to mutually agree on dates for training, the Department will provide five dates for training during duty hours and the Union must choose one of those dates or it is deemed as declined. If the Department sets the dates for training, the Department will consider Union availability. Union officials will be on official time during the training. This time will not be charged to any allocation of official time.
8. The parties agree that Electronic Signature as used in Section 4 does not include "upon receipt" at this time because the Department does not have the capability for the recipient to sign by e-signature. If the capability is developed, the parties will negotiate over its use.
9. The parties agree that for these provisions with respect to the use of email to work effectively, the Union must have the equipment to send/receive email.

Chief Negotiator for Union

Date:

Chief Negotiator for the Department

Date:

  
Alma Lee

1/22/11

  
Leslie Wiggins

1/22/2011