

VBA - AFGE Memorandum of Understanding

Employee Transition Issues in the Education Work-Study Consolidation

The following constitutes an agreement between the Department of Veterans Affairs and the American Federation of Government Employees, AFL-CIO, National VA Council #53 regarding Employee Transition Issues in the Education Work-Study Consolidation.

The terms of the 1997 MOU on the creation of RPOs still apply with the addition of the items specified herein.

1. Management will furnish the AFGE VBA Mid-Term Bargaining Team the name, grade, and location of each employee affected by this consolidation. AFGE will also be furnished with each station's plan on accommodating those employees affected by the Education Work-Study Consolidation.
2. Management agrees to reassign any displaced employee in positions for which the employee is qualified within their current facility at their current grade level to the extent positions are available. Should the only positions available for the displaced employees be at a lower grade than their present grade, the employee will be given pay retention in accordance with government wide rules and regulations. Management will provide appropriate training when employee skills need to be brought to the level necessary to perform assigned work.
3. Management will offer job counseling, credit counseling, and psychological counseling to affected employees as needed to minimize the impact of the transition.
4. If VBA intends to have a RIF, VBA will comply with reduction in force procedures, in accordance with government wide rules, laws, regulations, and the terminology described in Article 27, of the Master Agreement.
5. Bargaining unit employees who are remotely managed will continue to be under the jurisdiction of the Master Agreement and the Local Supplemental Agreement effective at the Regional Office where physically located or which managed these employees before the Work-Study Consolidation began. BUE's who are remotely managed will have the opportunity to apply for and be considered for any opening or position for which the employee is qualified at the facility where they are physically located or within geographical jurisdiction of that Regional Office. Each BUE will be provided a method of requesting leave at no personal cost.
6. A copy of this MOU will be furnished to the Local President of all VBA facilities represented by AFGE. Management, at every station impacted by the Work-Study Consolidations, shall meet local labor-management obligations regarding

any issue(s) that affect that station and that are not otherwise in contradiction with the Master Agreement or other national level agreements.

7. Should employees be relocated, they will be provided adequate work space and other accommodations commensurate and consistent with others in their grade level within the facility, according to GSA regulations.

8. Management will provide at the next VBA Midterm Bargaining Committee the status report and periodic update on the progress of this initiative, to AFGE VBA Midterm Bargaining Committee, The updates will include any problems and/or delays encountered and how they will be addressed, and the completion of the initiative.

/S/ Veronica Wales
For Management

/S/ Alberta Franklin
For NVAC

Date: July 26, 2004