

U.S. Department of Veterans Affairs
Veterans Benefits Administration

VBA - AFGE Memorandum of Understanding

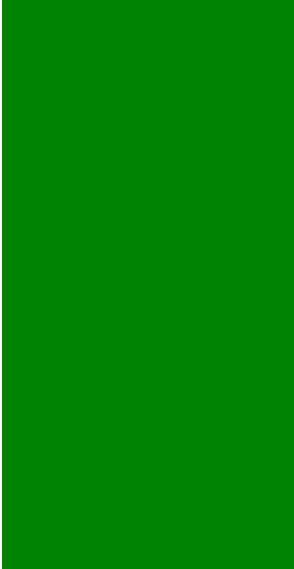
Loan Guaranty Operations

The following constitutes agreement between VA and the AFGE National VA Council regarding the nationwide organization of loan guaranty operations in the Veterans Benefits Administration.

1. Management, at every field station impacted by the loan guaranty restructuring consolidations, shall meet local labor-management obligations regarding any loan guaranty restructuring issues that only affect that single facility and that are not in contradiction to any national agreement.
2. If affected employees are directed to relocate they shall be extended all rights and privileges under the Federal Travel Regulations and existing VA Policy. Other employees will be paid for relocation expenses at the discretion of management.
 - 2.a. Dislocation of employees outside of their commuting area shall be avoided when the Department has alternatives. When the Department is not able to place an employee within the local commuting area and the employee is reassigned to another geographic area, such action will be considered to be in the best interest of the Government. The employee's relocation expenses shall be at government expense and reimbursed at the authorized rates.
 - 2.b. When the Department assigns an employee to a position requiring a move to another geographic area, the employee will be granted administrative leave and/or excused absence, as appropriate, to locate housing and make related arrangements at the new work location. The employee shall be placed in travel status for such trips and shall receive travel and per diem reimbursement at the authorized rates.
 - 2.c. Employees reassigned to a different commuting area who relocate will be allowed a period of time, as appropriate, to complete the move and report to work at the

gaining activity.

3. Every effort will be made to avoid requiring an employee who has relocated to again relocate, especially before a reasonable time has elapsed.
4. Employees will be given the opportunity to provide input on their performance standards at the new consolidated centers. Management will review performance standards, grades and impact of changes in loan guaranty positions within a reasonable period of time following completion of the consolidation; not to exceed one year. Management will provide appropriate training when employee skills need to be brought to the level necessary to perform assigned work.
5. Management agrees that employees displaced due to establishment of a national portfolio servicing center will be provided the same procedures agreed to for displaced Loan Service and Claims Representatives, and Loan Processing employees.
6. Management will offer job counseling, credit counseling, and psychological counseling to affected employees as needed to minimize the impact of the transition.
7. Management agrees to assure appropriate space, HVAC, supplies, work stations, files storage and related office equipment are provided for employees to perform their work.
8. All assignments will be in accordance with the EEO and Merit Promotion articles of the VA/AFGE Master Agreement.
9. If management decides to retain a Loan Servicing and Claims Function and/or Loan Processing at a Regional Office, the union may re-open this agreement for further negotiations.
10. Local partnership counsels and/or management will insure that Loan Guaranty employees are fully informed regarding the nationwide Loan Guaranty reorganization within 30 days of the receipt of this agreement at the facility.
11. The Department shall provide any employee to be separated by the reorganization of loan guaranty operations in the VBA, with appropriate information regarding unemployment benefits available to them. Those employees shall be entitled to authorized absence to participate in employment interviews.



Displaced employees who decline reassignment will be reassigned at the present RO to the extent positions are available. If positions at the same grade level are not available, the employees will be entitled to pay retention.

Accommodations for displaced employees who do not wish to accept transfer is an appropriate subject for local bargaining.

/S/ Melvin Weinstein

/S/ Oscar L. Williams, Jr.

Date: December 13, 1996

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Reviewed/Updated: February 15, 2002