

Memorandum Of Understanding
Implementation of USA Staffing

1. Scope and Parties. This MOU is entered to provide the conditions by which DVA can implement USA Staffing in the AFGE bargaining unit. The parties are the Department of Veterans Affairs (DVA) and the National VA Council (NVAC) of AFGE.

2. Terms.
 - a. Employees will be advised they can continue to use manual applications as provided in Article 22 or can use USA Staffing.

 - b. Phased Implementation: USA Staffing can be implemented in the following stages:
 - i. *Pilot* – applies throughout the bargaining unit, and begins while the following union-proposed features are being implemented. These are:
 - a. the system will not allow the applicant to move to the next screen or page until information necessary to insure the completeness of the application has been entered on the current page (screen);
 - b. the system sends a reminder notice to the applicant to provide information that would disqualify the application from full consideration throughout the process;
 - c. the system will notify the applicant when the application is complete or incomplete. The system will make this notification on the date of the applicant's online submission;
 - d. the system will provide each applicant a tracking number for the application;
 - e. the system's internal promotion feature will not allow local changes to the first or second area of consideration;
 - f. the system will not modify the noncompetitive actions.

 - g. the system will contain a feature for selecting within the second area of consideration candidates from DVA facilities only and will exclude external candidates. Second area of consideration is defined as any other promotion candidate – or candidate required to compete – from other VA facilities.

 - ii. *Final* – when the above features have been added, the implementation of USA Staffing will become permanent.

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- iii. The NVAC reserves the right to address matters concerning conditions of employment relating to USA Staffing as they occur during and after the Pilot.
- c. Relationship to other authorities. Nothing in USA Staffing, or its use in the AFGE bargaining unit, will detract from or otherwise affect the continued application of Article 22, Merit Promotion, of the parties' 1997 Master Agreement. Nothing in this MOU will detract from or otherwise affect the continued application of the parties' Ground Rules for the renegotiation of the Master Agreement, which were effective on July 17, 2003. Nothing in this MOU shall be precedential with respect to renegotiation of any Article except in accordance with the Master Agreement and the Ground Rules.
- d. Implementation. The DVA may implement USA Staffing in the AFGE bargaining unit consistent with this MOU.
- e. Applicants shall not suffer any disadvantage from using the manual application process for merit promotion, as opposed to using the additional procedures and methods that are available under USA Staffing.
- f. Modifications to USA Staffing in DVA.
- i. Except as provided in 2.a. above, the DVA will not modify USA Staffing during the term of the current or next Master Agreement if such modifications conflict with this MOU or the Master Agreement.
 - ii. Prior to implementing changes that do *not* conflict with this MOU or the Master Agreement, the DVA will notify the NVAC and afford it the opportunity to bargain concerning substantive changes to conditions of employment, procedures and arrangements, or both.
 - iii. The additional procedures and methods implemented under this MOU will be consistent throughout DVA; Administrations and facilities will not have administrative rights to modify the standardized system.
- g. Evaluation of Effects. Each calendar quarter, the DVA will provide the NVAC with the effects of adding USA Staffing to the merit promotion system on the Department's mission. This will include: the metrics of time required to place employees in positions as compared to historical methods of Article 22, Merit

Promotion; any reported problems with USA Staffing as raised by employees or union representatives; and any corrective action taken by the DVA in response to problems raised by employees, the NVAC, or DVA.

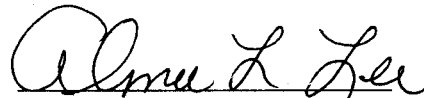
- h. Training of Union Representatives. To allow AFGE representatives to become familiar with USA Staffing, union officials will be afforded the opportunity to attend the one-week USA Staffing training course. The training will be available on duty time and at DVA expense.
- i. Employee Training. To allow applicants in the AFGE bargaining unit to become familiar with USA Staffing, each unit employee will be provided standardized training on USA Staffing, in a duty status sufficient to make applications online.
- j. Panels and Sorting. Nothing in the application of USA Staffing will affect the use of panels; the only "sorting" of applicants under USA Staffing will be for determining which applicants are minimally qualified for a vacancy.
- k. Auditing. Designated AFGE representatives shall be given access to the Applicant Document Viewer (ADV), vacancy announcement screen printouts (screen shots), and other documentation necessary to allow reconstruction of the action by NVAC and to resolve complaints or other concerns raised by employees.

3. Effective Date. If this MOU is effective upon execution.



For the DVA

Date



For the NVAC

Date

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3/30/10