

MEMORANDUM OF UNDERSTANDING (MOU)

Military Sexual Trauma (MST) Consolidated Processing Interim State

The following constitutes an agreement between the Department of Veterans Affairs, Veterans Benefits Administration (VBA) and the American Federation of Government Employees (AFGE), AFL-CIO National Veterans Affairs Council (NVAC) #53, (Union) regarding Military Sexual Trauma (MST) Consolidated Processing Interim State.

1. The MST interim sites are Columbia, Hartford, New York, Portland, and Lincoln Regional Offices. Volunteers will be solicited from qualified employees at each site. If more employees volunteer than is needed, seniority as defined locally will be the deciding factor. If less employees volunteer than needed, the least senior employees as defined locally will be assigned to these duties.
2. Employees who are selected to participate in this program will receive additional training on these types of claims.
3. The parties agree to a 90-day acclimation period from the date interim sites are consolidated. Both parties recognize the significant challenge in processing this type of work and local management is encouraged to consider this and analyze data prior to taking any adverse action.
4. Employees may request transfer from the consolidated MST teams if the nature of the work negatively affects the employee.
5. Prior to implementation of the Military Sexual Trauma (MST) Consolidated Processing End State, the Agency will brief the AFGE VBA Mid-Term Bargaining Committee and meet its bargaining obligation at the national level.
6. Consistent with the procedures set forth in the Master Agreement, local bargaining shall take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
7. Management will not hold employees accountable for factors or extenuating circumstances that affect performance and are beyond the employees' control.
8. After implementation, if either party is made aware of issues that may affect employees, both parties agree to discuss the issues and work to mutually resolve the issues for the employees. Should discussions not resolve the issues, the parties will implement the negotiating process to the extent required by statute.

9. Management shall provide a copy of this MOU to the local president and/or designee at each AFGE local within (10) ten days of the date this MOU is signed.

Kevin D. Nelson

Kevin D. Nelson
For the Agency

Paul H. Fleming
For AFGE/NVAC

05/12/2021

Date