

MEMORANDUM OF UNDERSTANDING (MOU)

Establishment of Military Sexual Trauma Operations Center

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 the Establishment of Military Sexual Trauma Operations Center (MSTOC).

1. For the establishment of MSTOC, Management will recruit VBA-wide.
2. Employees who are selected for a position in the MSTOC will be provided initial and/or refresher training as necessary to perform their position duties. Employees may request additional training. Employees will be on excluded time for approved training.
3. For a 12-month period, starting 90 days after the MSTOC begins processing claims, management will provide the Union with quarterly performance data for MSTOC employees, each quarter for the preceding quarter.
4. MSTOC bargaining unit employees (BUEs) who are remotely managed will be supported by an appropriate VA facility that has geographical jurisdiction over their remote work location.
5. MSTOC BUEs may request workspace at an appropriate VA facility through their MSTOC supervisor, subject to availability.
6. MSTOC BUEs who are remotely managed will remain under their same AFGE Local for representational purposes. The San Juan Regional Office AFGE Local will be the local representative for any BUEs who are unrepresented before their assignment to MSTOC.
7. Remote employees of the MSTOC will be included in the first area of consideration for vacant positions of the duty station assigned. Management will provide employees with notice of the vacancy announcements for these positions.
8. When management proposes a change relating to personnel policies, practices and other conditions of employment at the MSTOC for which there is a bargaining obligation, they will notify the AFGE VBA Mid-Term Bargaining Team in accordance with the Master Agreement.
9. Management will not hold an employee accountable for factors or extenuating circumstances which affect performance that are beyond the employee's control.

10. After implementation, if either party is made aware of issues that may affect MSTOC employees, both parties agree to discuss the issues and work to mutually resolve the issues for the employees. If the parties are unable to resolve the issue(s) by discussion, the parties will implement the negotiating process to the extent required by the statute.
11. 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.

Jessica R. Minnich
For the Agency

Paul H. Fleming
For AFGE/NVAC

Date