

U.S. Department of Veterans Affairs
Veterans Benefits Administration

VBA - AFGE Memorandum of Understanding

Learning Management System

The following constitutes an agreement between the Department of Veterans Affairs and the American Federation of Government Employees, AFL-CIO, National VA Council #53 (NVAC) regarding VBA's national Learning Management System (LMS) in the Education and Loan Guaranty business lines and select IT sites. Affected employees are located in the Education and Loan Guaranty Services and IT staff in the four Education RPOs; the nine Loan Guaranty RLCs and two Eligibility Centers; and the IT operations at the Hines, Austin and Philadelphia ITCs and the St. Petersburg, St. Paul and San Diego IT Support Centers.

1. The terms and conditions of the Technical Skills Matrix MOU (12/14/99) will apply to LMS.
2. Implementation of the LMS will be monitored and assessed on a monthly basis during the first six months and then quarterly through the end of the first year. A consolidated report (to include the total number of training requests) showing application of LMS, by office, will be provided to the mid-term bargaining team. Data for each facility will be provided to local presidents.
3. When LMS is expanded to other business lines or functions and incorporated into the Enterprise-wide Learning Management System (ELMS), notifications will be provided to the mid-term bargaining team.
4. The mid-term bargaining team will be updated on the Enterprise-wide Learning Management System (ELMS).
5. Time spent registering for an LMS training activity will be considered unmeasured time for production purposes.
6. Employees may use the LMS program on their own (off-duty) time. Supervisor approved LMS training will be done on duty time and will be considered unmeasured time for production purposes.
7. Once an employee has registered for an on-line LMS

training course, management will render timely decisions.

8. The deciding official will provide a written explanation to the employee if any employee requested training is denied.
9. Should there be a conflict with approval of more than one employee for a particular employee requested non-mandatory training course, preference will be given based on seniority as defined locally.
10. VBA Central Office will present a telecast for all management officials and employees affected by the LMS to attend so they will become informed and trained on the new program and procedures. This telecast will be aired as soon as possible but not later than 90 days after implementation of the LMS. Local unions will be informed of the telecast so a representative may attend.
11. A copy of this MOU shall be provided to the local union president by the appropriate management official upon receipt at the facility.
12. The parties may negotiate locally on this subject provided it does not conflict, interfere with, or impair the implementation of this MOU and the Master Agreement. If so, the parties should fulfill any local bargaining obligations prior to implementation.
13. The VBA Mid-term Bargaining Team will be provided training on LMS.
14. The local union will be able to designate a union official to receive LMS training conducted at the local level.
15. The AFGE/NVAC does not waive any rights for future appropriate bargaining due to expansion of the LMS.

/S/ Crystal Wiggins
For Management
For AFGE/NVAC

/S/ Alberta Franklin

Date: September 15, 2003

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