

MEMORANDUM OF UNDERSTANDING
VBA Support Service's Division (SSD) Realignment

The following constitutes agreement between the US Department of Veterans Affairs, Veterans Benefits Administration (VBA) and the American Federation of Government Employees, AFL-CIO National VA Council #53 (NVAC) concerning implementation of the Realignment of VBA's Support Services Division (SSD).

- 1. The parties agree that the purpose of the Realignment of VBA's Support Services Division, is to create a standardized, flexible SSD Organization Model for National Implementation in order to better align the grade structure in SSD with the work performed and allow for professional growth with career progression within the SSD. This will ensure that like work and performance are graded equally across VBA; and will include standardizing all SSD position descriptions and titles; as well as standardizing performance plans and targeted training. These changes will also help clarify career progression for SSD Employees and may improve career advancement and mobility, all of which will help local SSD VBA recruit, advance, and retain a high quality workforce across VBA.**
- 2. The SSD Realignment will not adversely impact the employee career ladder promotions or time calculations for within grade increases within the career ladder.**
- 3. Within 15 days after release of this MOU and prior to posting vacancy announcements for the new positions, local VBA management will provide a briefing on the SSD initiative to station SSD bargaining unit employees, and the local union will be invited to attend. The briefing will include information related to the changes to the SSD organization and copies of the relevant position descriptions, organizational chart, career ladder plans, and performance standards.**
- 4. The national performance standards are required to be utilized for the national position descriptions, and in accordance with the Master Agreement at Paragraph I, Section 5 of Article 27 all bargaining obligations are met at the national level. The national position descriptions may not be utilized to fill any position until local VBA management has**

finalized the applicable career ladder plan and fulfilled all bargaining obligations locally, if any. The local union and VBA may not agree to fill any position until all labor management obligations are complete with regards to the subject career ladder plans that will apply to the new positions.

- 5. The national position descriptions are classified based on the grade-controlling factors as described therein, and the national performance standards are intended to measure the performance in the job duties actually assigned and performed during the appraisal period. During national implementation, the focus will be on aligning actual local job task assignments to those envisioned by the SSD initiative to the extent justified by local organizational working conditions. It is mutually agreed by both parties the first area of consideration will be narrowed to the Support Services Division employees for vacancies arising from the SSD Realignment.**
- 6. With respect to validation of work performed under the SSD Realignment, the Parties agree that any and all validations or performance reviews will be completed in accordance with Article 27. Information acquired shall be collected and utilized for establishing performance goals; adjusting performance standards, or identifying training items if applicable.**
- 7. Performance Standards under the SSD appraisal system will be applied in accordance with Article 27, and they will clearly describe how the employee's performance will be measured. To the maximum extent feasible, performance standards must convey a clear, universally understandable, and consistent means for the Agency, the employee, and the Union, to assess whether objectives have been met. Performance standards and critical elements will be consistent for like positions, and variations will be based on real differences in the job, and will be in accordance with this Agreement.**
- 8. Bargaining unit employees within the SSD may submit written questions of national scope to VBA management, through their local SSD management, for five business days after the local briefing session held in accordance with Paragraph 3 above. VBA will accumulate the questions and prepare a list of relevant national initiative FAQs for issuance to the field through local SSD management. Prior to release of the FAQ, VBA will disclose the accumulated questions and the draft FAQs to the Midterm Bargaining Committee. The Midterm Bargaining Committee will have five business days to**

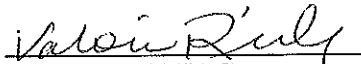
provide input in the form of written comments and suggestions to VBA. VBA and the Midterm Bargaining Committee will confer within five business days, following input from the Midterm Bargaining Committee, to come to consensus on the FAQ document. After consensus is reached, VBA will release the FAQ document for distribution to the field. This FAQ process shall not impede or delay the implementation of this initiative.

9. Employees shall not be placed on a Performance Improvement Plan (PIP) until said employee has been consistently performing the duties under the standard for a minimum of 90 consecutive days.
10. If an employee requests a discussion with his/her rating official in writing to discuss his/her performance, it will be scheduled within 15 work days of the request, if possible, and if not, a written response is needed. Employees will be provided with appropriate notice of errors, including corrective action required with references, and provided training/retraining in the area as needed. Errors of the same type that pre-date the initial notification of the error will not be charged on subsequent reviews.
11. VBA will comply with Article 37 regarding training, to include cross training within the SSD. VBA will consider individual employee requests for additional training/retraining. Such requests will be submitted in writing/email. If requests are not granted, the Bargaining Unit Employee and Local Union President (or designee) will be notified of the denial reasons in writing.
12. In the event that an SSD employee's job assignment is not accurately reflected in an element of the performance standard, said element shall be waived for evaluation purposes.
13. VBA will monitor and assess the implementation of the SSD Realignment and provide the Midterm Bargaining Committee with aggregate data, to include overall performance statistics by position, station, and grade level. Where employees are rated less than fully successful, VBA will provide information on which element(s) were not met. VBA will provide this information, and end of rating period overall performance statistics from fiscal year 2013, at the end of the second quarter, third quarter, and fourth quarter of fiscal year 2014. This information will be provided within 15 days of the end of each above referenced quarter.

14. Locals may request to bargain on procedures and arrangements, in accordance with the Mid-Term Bargaining Article of the AFGE/VA Master Agreement, after the signing of this MOU as long as the changes do not conflict with, or interfere with, or impair the implementation of this MOU and the Master Agreement.
15. AFGE/NVAC reserves its rights to address any unforeseen issues not reflected in this MOU resulting from the implementation of the SSD Realignment.
16. VBA will provide a copy of this MOU to each local Union President.



For the Agency



For AFGE-NVAC

Date: 07/31/13