

## **MEMORANDUM OF UNDERSTANDING**

### **Reassignment of Pension Management Centers (PMCs) Employees to the Veterans Service Center (VSC) in June 2019**

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 Reassignment of Pension Management Centers (PMCs) Employees to Veterans Service Center (VSC) Employees in June 2019.

1. This MOU covers the 44 Rating Veterans Service Representatives (RVSR) and 3 Rating Quality Review Specialists (RQRS) from the 3 PMCs who will be reassigned from the Pension Management Centers (PMCs) to the Veterans Service Center (VSC) in June 2019. Future reassignments will require that the bargaining obligation be met at the national level.
2. Employees reassigned to the VSC will attend Challenge Training. The Agency recognizes the needs of the employees to plan vacation and personal time off. Employees may request alternative training dates due to pre-approved vacations. Following Challenge, employees, or the local union on their behalf, may request additional training. Requests from the union shall include the specific topic and rationale.
3. Employees reassigned will receive a summary rating for their time as a PMC employee. As with all new Compensation RVSRs, they will be required to make satisfactory progress while in training, and their final rating for FY19 will reflect performance as PMC-RVSRs and trainee RVSRs.
4. Local leadership will solicit volunteers. If more employees volunteer than vacancies exist, the Department will select from the qualified volunteers. Local seniority will be the selection criterion. If there are insufficient number of volunteers, then the least senior qualified employee(s) will be selected.
5. Any affected employee who elects to retire from the agency and has submitted the appropriate documentation prior to June 17, 2019, will stay in their current position in their current division.
6. Management will notify the VBA Midterm Bargaining Committee of any future changes to PMC work and will meet bargaining obligations prior to initiating the change.
7. Management will comply with existing provisions of the Collective Bargaining Agreement, to include the absolute right of the employee to use annual leave and the right of management to cancel approved leave based on valid operational needs. Management agrees to honor its responsibility to reschedule any annual leave based on the request of the employee.

8. Upon completion of Challenge training, each reassigned RVSR will be assigned a mentor. Both the RVSR and the mentor will request deductible/excluded time from their supervisors while engaged in mentoring activities.
9. Reassigned RVSRs and RQRSs will be accountable to the RVSR standard. They will begin the 0-6 month tier of the RVSR performance standard upon completion of Challenge Training. RQRS will be accountable under the RVSR standard until local management determines that they have demonstrated capability of performing RQRS duties in the VSC.
10. Employees reassigned to the VSC will not have their telework or Alternative Work Schedule (AWS) cancelled. Their telework schedule/AWS may be adjusted until the employee achieves single-signature authority unless local rules differ.
11. Local bargaining may take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
12. Nothing in this MOU impairs Management's right to change the number of employees selected nor duties to which employees are assigned, nor the Union's right to negotiate procedures and appropriate arrangements.
13. After implementation, if either party is made aware of issues that may adversely 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.
14. Management shall provide a copy of this MOU to the local president and/or designee at each AFGE local within 10 days of the date this MOU is signed.

*Kevin D. Nelson*

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05/24/19

Date