

## **MEMORANDUM OF UNDERSTANDING**

### **Utilization of Veterans Service Center (VSC) Resources for Legacy Appeals**

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 VA Council (NVAC) #53 (Union) regarding the Utilization of Veterans Service Center (VSC) Resources for Legacy Appeals.

1. VSRs assigned to remand development will be evaluated under the appeals VSR performance standard during the duration of the work assignment.
2. Management at each local will canvas qualified VSRs. If more qualified VSRs volunteer than needed, Management will choose the most senior (as defined locally) VSRs to fill the positions. If not enough qualified VSRs volunteer, management will assign the less senior (as defined locally) qualified VSRs to the teams.
3. VSRs will keep their compressed work schedule or telework agreement when they transition to the new team. Any proposed changes to employee telework agreements or compressed work schedules must be done in accordance with procedures set forth in the Master Agreement. If an employee must switch their in-office day due to assignment to this team, they will be given reasonable advanced notice to switch their day in the office.
4. BVA grants will be distributed to Regional Offices nationwide. Regional offices will ensure VBMS rules are in place to ensure that only qualified RVSRs receive these cases.
5. To assess impact of BVA full grant processing, Management will collect data on RVSRs assigned to process BVA full grants and provide to Midterm Bargaining Committee on a quarterly basis.
6. All affected employees will be provided training prior to this work being assigned. No employee will have leave cancelled or denied due to this training. Employees will be on excluded time for this training.
7. If Management expands this program, Management will provide notice to Midterm Bargaining Committee.
8. Management will not hold employees accountable for factors or extenuating circumstances that affect performance and are beyond the employees' control.
9. Local bargaining shall take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
10. 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 the statute.

11. 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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Kevin D. Nelson  
For the Agency

*Paul Harvey Fleming*

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Paul H. Fleming  
For AFGE/NVAC

10/30/19

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Date