

Memorandum of Understanding

Vocational Rehabilitation and Employment (VR&E) Vocational Rehabilitation Counselor (VRC) Competency- Based Training System (CBTS)

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 Vocational Rehabilitation and Employment (VR&E) Vocational Rehabilitation Counselor (VRC) Competency-Based Training System (CBTS).

1. The purpose of the VR&E VRC Competency-Based Training System (CBTS) is to allow VRCs to complete a 175 multiple-choice diagnostic assessment and receive tailored, individualized training based on the diagnostic assessment results. These results will not be used for performance evaluation purposes, but for identifying training needs.
2. Employees will have one month to complete the assessment and will receive a total of 1.50 – 2.25 hours of Talent Management System TMS credit toward their National Training Curriculum (NTC) requirement upon completing the assigned CBTS assessments. The assessment and any assigned refresher training will occur on duty time.
3. The CBTS Diagnostic Assessment is divided into seven small assessments, or testlets, that cover the key knowledge, skills, and abilities (KSAs) required of a VRC. Each testlet consists of approximately 25 items. Testlets are not timed, but each testlet will take approximately 35 minutes to complete. Based on the testlet structure, the employee has the option to complete all assigned testlets at once, or complete them over an extended period, not to exceed 30 days. If needed, employees may request additional time to complete the testlets. Employee requests will be handled on a case-by-case basis and will be non-punitive.
4. After the completion of the CBTS Diagnostic Assessment, VR&E Service will use national proficiency data from the baseline year (the first fiscal year) to identify and assign badges to employees spaced out over the following three fiscal years; two or three badges will be assigned each year, for three years. Employees will be required to complete the assigned refresher training that is linked to each

assigned badge and will receive a badge prior to the end of each fiscal year upon completion of the refresher training.

5. Each year, VR&E Service will identify badges to be assigned to the employee. Employees will receive all necessary communication and materials to learn how to maintain and keep badges. If an employee scores in the Advanced range, the employee will be assigned minimal to no refresher training. For an employee who scores in the “Intermediate” or “Entry” proficiency range(s) for any or all testlet(s), the employee will be assigned the refresher training identified to address training needs over the next three years. Should VR&E Service determine that new badges are to be added or existing badges removed or combined, they will meet their bargaining obligations prior to enacting such changes.
6. It is understood by both parties that these badges will be used only for employee development and to assess training needs. It is also understood that these badges are not to be used as part of evaluating an employee for performance rating purposes. Any changes to the use/purpose of these badges will be presented to the AFGE VBA Midterm Bargaining Team and management will meet all its bargaining obligations prior to making any changes to the use/purpose of these badges.
7. In accordance with the American with Disabilities Act (ADA), special accommodations are available when required. Employees will discuss individual requirements with RO management to determine appropriate accommodations. The Local union will be able to act on behalf of all of its bargaining unit employees, should the need arise.
8. As the assessment is completed, the results will be stored in TMS. The employee will have access to his or her progress and results at any time by logging into TMS and viewing the individualized feedback reports. Management and Training Managers will have access to summary reports that include a range of proficiency scores.
9. Informational materials will be sent to each participating RO and local union prior to the launch of the CBTS to ensure employees are given a full opportunity to complete this training. At each facility where CBTS will be utilized, Management and Labor will meet with the Bargaining Unit to discuss this program and its implementation and plan outcomes.

10. At the completion of each fiscal year, VR&E Service will provide a briefing to the AFGE VBA Mid-Term Bargaining Committee in order to discuss the results and any recommendations, along with any employee concerns, upon request.
11. Management will not hold employees accountable for factors or extenuating circumstances that affect performance and are beyond the employees' control.
12. Consistent with the procedures set forth in the Master Agreement, local bargaining shall take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
13. 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.
14. Both parties will communicate the MOU.

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Date