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**Memorandum of Understanding
American Federation of Government Employees, National VA Council (NVAC),
and the Veterans Benefits Administration (VBA)**

The following constitutes agreement between VBA and the American Federation of Government Employees NVAC concerning Organizational Modeling.

Organizational Modeling (Adjudication/Veterans Services Division)

1. All facility plans must be negotiated with the local Union president prior to local implementation. No implementation of organizational modeling shall take place until local labor management obligations have been fulfilled.
2. Local managers must provide copies of their modeling plans to their respective AFGE union. Management will meet its labor obligations through effective partnership relationships and/or traditional bargaining. Management and Union jointly support the use of interest based bargaining principles and alternate dispute resolution techniques.
3. Since there are no standardized position descriptions at the national level, Area Human Resources Managers will classify positions based on the major duties and responsibilities of the position using the procedures that are in place at the local level. The application of the classification standards (occupational series) and the resulting organizational change will not restrict or prevent the lateral movement of employees from one facility to another. VBA will continue to follow the provisions of the Master Agreement in developing performance standards. Management will ensure that all positions are properly classified and that employees receive the necessary training to be effective and efficient in their work assignments. When filling positions covered by competitive procedures, merit promotion procedures will apply.
4. Management will ensure that employees receive the necessary training, prior to being evaluated under any new standards, to be effective and efficient in their new work assignments. This includes training on new equipment or automation processes.

5. Union and Management recognize that there will be advancement opportunities, Therefore, we encourage the use of career ladder assignments to achieve organizational modeling objectives.
6. Management agrees to ensure that employees have the necessary equipment needed to accomplish their assignments. Work stations will be properly equipped (computers, telephones, etc.) for employees to successfully perform their duties and they will receive the appropriate training on said equipment.
7. Every effort will be provided to assist employees during the transition period. If, at the end of the transition period, an employee expresses justified concern with the change in assignment, Union and Management will work with the employee in attempting to place him or her in a new assignment. No adverse or negative action will be taken against an employee as a direct result of the reorganization. However, the parties recognize that deliberate misconduct is an area where an adverse or negative action may be necessary and in the government's best interest.
8. All team concepts and the impact will be developed and resolved with the local union prior to implementation. This should include, but is not limited to, filling positions, performance ratings, awards, etc.
9. Local human resources liaisons will, upon receipt, provide a copy of this MOU to the local Union President.
10. Issues relevant and not specifically addressed in this MOU, may be addressed in local bargaining.


For Management Date 7/6/95


For the Union Date 7/11/95