

**Department of Veterans Affairs  
Veterans Health Administration  
Washington, DC 20420**

Replaces VHA Supplement to VA Personnel Policy Manual MP-5, Part II, Chapter 11, dated January 24, 1992; VHA Directive 10-95-032, Attachment J, pages J-9 and J-10, dated March 23, 1995; and VHA Directive 10-95-032, paragraph 2h, Change 1, dated September 8, 1995.

**VHA HANDBOOK 5111**

**March 11, 1996**

## **ASSIGNMENTS, STAFF ADJUSTMENTS, AND FURLOUGHS**

**1. REASON FOR ISSUE:** To revise Veterans Health Administration (VHA) procedures related to assignments, reassignments, staff adjustments, and furloughs for employees appointed under Title 38, United States Code (U.S.C.). The material in this Handbook was formerly in Department of Veterans Affairs (VA) Personnel Policy Manual MP-5, Part II, Chapter 11, and the VHA Supplement to that chapter.

**2. SUMMARY OF CONTENTS/MAJOR CHANGES:** The Handbook establishes VHA procedures on assignments, reassignments, staff adjustments, and furloughs for employees appointed under 38 U.S.C. Chapters 73 or 74. Major changes include:

- a. A revised scope and exclusions.
- b. Changed procedures related to assignments, staff adjustments, and furloughs.

**3. RESPONSIBLE OFFICE:** The Title 38 Employment Division (054D), Office of the Deputy Assistant Secretary for Human Resources Management, is responsible for the contents of this Directive.

**4. RELATED DIRECTIVES:** VA and VHA Directives 5111, both entitled "Assignments, Staff Adjustments, and Furloughs."

**5. RESCISSIONS:** VHA Supplement to VA Personnel Policy Manual MP-5, Part II, Chapter 11, dated January 24, 1992; VHA Directive 10-95-032, Attachment J, pages J-9 and J-10, dated March 23, 1995; and VHA Directive 10-95-032, paragraph 2h, Change 1, dated September 8, 1995.

s/ by  
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## ASSIGNMENTS, STAFF ADJUSTMENTS, AND FURLOUGHS

### 1. PURPOSE

a. Scope. Except as provided in paragraph b, this Handbook establishes procedures on:

(1) Assignments, reassignments, staff adjustments, and furloughs of employees appointed under Title 38, United States Code (U.S.C.) 7306, 7401(1), 7405, and 7406; and

(2) Assignments of hybrid title 38 employees appointed under 38 U.S.C. 7401(3).

b. Exclusions. This Handbook does not apply to:

(1) Transfers for performance or conduct under 38 U.S.C. 7461 (see MP-5, Pt. II, Ch. 8).

(2) Separation of employees who fail to accept a properly directed transfer or reassignment based on disciplinary or performance reasons (see VHA Supp., MP-5, Pt. II, Ch. 9).

(3) Furlough and reduction-in-force (including incident reassignments) of employees appointed under 38 U.S.C. 7401(3) (see MP-5, Pt. I, Chs. 335, 752, and 351).

(4) Intermittent and fee basis employees appointed under 38 U.S.C. 7405.

(5) Approving officials may exclude full- and part time employees appointed under 38 U.S.C. 7405 and 7406 from the procedures in this Handbook.

### 2. REFERENCES

a. Title 38 U.S.C., Chapters 73 and 74.

b. VA and VHA Directives 5111, both entitled "Assignments, Staff Adjustments, and Furloughs."

c. "PAID Personnel Operating Instructions," VA Manual MP-6, Part V, Supplement 1.5.

d. VA Partnership Guide to Collective Bargaining and Joint Resolution of 38 U.S.C. 7422 Issues.

### 3. DEFINITIONS

See paragraph 5, VHA Directive 5111.

#### 4. LABOR-MANAGEMENT RELATIONS

a. As specified in paragraph 2e of VHA Directive 5111, local policies and procedures related to this Handbook shall not be developed or implemented without predecisional involvement of Labor-Management Partnerships.

b. Management officials are responsible for meeting the requirements of paragraph 4a and their labor relations obligations related to this Handbook. This includes, but is not limited to, planning and implementing staff adjustments and furloughs, reduction of the advance notice period for staff adjustments, as well as the numbers and types of employees to be affected.

#### 5. EMPLOYEE ORIENTATION

a. All newly appointed employees must be oriented to the mission, policies, and functions of VA and their particular facility. They are also to receive information concerning human resources policies, employment benefits, performance expectations, customer service standards, conduct requirements, and, where appropriate, a copy of their collective bargaining agreement.

b. Facilities are to establish systems for orienting employees that meet the requirements of the Joint Commission on the Accreditation of Health Care Organizations (JCAHO).

#### 6. CHANGES OF ASSIGNMENTS OTHER THAN REASSIGNMENTS

Employees dissatisfied with changes in assignments may grieve the assignment under the negotiated grievance procedure. Other employees may grieve using the following procedures.

a. The employee may discuss the dissatisfaction with the official who approved the change.

b. If the employee feels that the explanation given is not satisfactory, the employee may discuss the change of duty assignment with the next level supervisor, or their designee.

c. After giving full consideration to the employee's reasons for dissatisfaction, the second level supervisor will advise the employee of the final decision.

#### 7. REASSIGNMENTS

a. **Approval.** Officials are authorized to effect the reassignment of employees in positions over which they have personnel management approval authority. Reassignments are to be processed in accordance with VA Manual MP-6, Part V, Supplement No. 1.5.

**b. Reassignments for Reasons Other than Staff Adjustments**

(1) Reassignments Within a Facility (and the same commuting area). Employees dissatisfied with reassignments within a facility (and the same commuting area), may express their dissatisfaction using the procedures in paragraph 6. If multiple labor agreements are involved, employees are to grieve under the procedures covering the position from which the employee is being reassigned.

(2) Involuntary Reassignments Outside the Commuting Area or to Another VA Facility. Employees shall be given a minimum of 30 days advance written notice. The notice should include:

(a) The reason for the reassignment.

(b) Information about the specific assignment, location and proposed effective date.

(c) A statement that employees may express their dissatisfaction through their negotiated grievance procedures or the grievance procedures in MP-5, Part II, Chapter 8. **NOTE:** *If a grievance is filed, the approving official may delay the reassignment until the grievance is resolved.*

(d) Notice that employees have an opportunity to accept or decline the reassignment. This includes advising employees when and where their decision is to be submitted.

(e) Notice that a declination or failure to make an election may result in separation.

(3) Declination of Reassignment or Failure to Make Election. Separations for declination of reassignment or failure to make an election will be effected in accordance with the notice procedures in VHA Supplement to MP-5, Part II, chapter 9. **NOTE:** *The specific advance notice in this Handbook meets the 30 day notice requirement in VHA Supp., MP-5, pt. II, Ch. 9. Employees are not entitled to another 30 days notice prior to separation.*

**c. Reassignments Based on Staff Adjustments.** See paragraph 9d(1).

**8. DETAILS**

a. Details will be limited to the shortest amount of time possible.

b. Employees may be detailed to other assignments at their facility and to other VA facilities.

c. If a temporary reassignment rather than detail could benefit an employee (e.g., recomputation of basic or special pay), consideration should be given to temporarily reassigning an employee to the position. **NOTE:** *For instructions concerning interagency details and interagency loans, see MP-5, Pt. I, Ch. 300; and for temporary assignments under the Intergovernmental Personnel Act of 1970, see MP-5, Pt. I, Ch. 334.*

d. Details in Excess of 30 Calendar Days. Any detail in excess of 30 days will be documented in accordance with the provisions of Federal Personnel Manual (FPM) Supplement 296-31, Book No. II, Section S3-14c, and MP-6, Part V, Supplement 1.5, subparagraph 300.08.

e. Employee Dissatisfaction With Detail. Employees dissatisfied with a detail may express their dissatisfaction using the procedures outlined in paragraph 6.

## 9. ACCOMPLISHING STAFF ADJUSTMENTS

a. **Plan.** If a staff adjustment is required, a written plan will be developed. The plan should:

(1) Include the basis for the staff adjustment and a revised organization chart for affected activities.

(2) Specify the criteria for considering individuals for assignment, such as requirements for general and special skills, experience, training, scope of practice, performance and potential for retraining.

(3) Address efforts to lessen the impact of any changes on employees (e.g., consideration of the time frame over which changes will occur given current employment trends, turnover rates, hiring activities, outplacement efforts, or retraining initiatives).

b. **General Advance Notice.** Except as provided in paragraph 9e, affected employees will be given at least 60 days advance notice of a staff adjustment. The notice should include the reasons for the staff adjustment, anticipated scope of impact and time frames, as well as information concerning the availability of placement and other types of assistance.

### c. Placement

(1) Identification of employees to accompany or remain with an activity, to be internally reassigned, or separated will be based on locally developed criteria. Examples include: general and special skills, experience, training, scope of practice, performance, and potential for retraining. If the qualifications of individuals under consideration are otherwise generally equal, preference will be given to veterans, and within each group (i.e., veterans with a service-connected disability, veterans and non-veterans) a ranking will be developed on the basis of length of creditable Federal service. **NOTE:** *Full-time employees may be offered less than full-time employment; however, they may not be directed to such positions. Declination of such an offer does not constitute a basis for separation; nor does such an offer affect the time frames of the advance general and specific notices.*

(2) Every effort will be made to reduce the negative affects of staff adjustments and place employees in appropriate positions. For example, management officials should take into account voluntary requests for assignment changes or reduction of work hours (such as from full- to part-time) to the extent possible and to the extent they reduce the need to effect involuntary changes or separations.

(3) Employees may be considered for, but are not entitled to assignments outside the area affected by a staff adjustment.

**d. Specific Advance Notice.** Employees are entitled to a minimum of 30 days advance notice if they are to be reassigned to another facility, reassigned to another commuting area, or separated as a result of a staff adjustment. These actions may not, however, be effected less than 60 days after the date of the general advance notice unless an exception is approved under paragraph 8e.

*NOTE: Actions other than separation or reassignment to other facilities or commuting areas (e.g., internal reassignments, voluntary changes from full- to part-time or changes in assignments) may be taken without specific advance notice to affected employees.*

(1) Reassignments To Another Facility or Commuting Area. The notice should include:

(a) The reason(s) for the reassignment.

(b) Information about the new assignment, its location, and the effective date.

(c) A statement that employees covered by negotiated grievance procedures may express their dissatisfaction through those procedures. Other employees may grieve using the procedures in MP-5, Part II, Chapter 8. *NOTE: If a grievance is filed, approving officials may delay the reassignment until the grievance is resolved.*

(d) An opportunity to accept or decline the reassignment.

(e) Notice that the employee may be separated in accordance with the provisions of MP-5, Part II, Chapter 9 and the VHA Supplement to that chapter for failure to accept the reassignment. *NOTE: The specific advance notice in this Directive meets the 30 day notice requirement in VHA Supp., MP-5, pt. II, Ch. 9. Employees are not entitled to another 30 days notice prior to separation.*

(2) Separations

(a) The notice should include:

1. The reasons for the staff adjustment.

2. Notification that the employee has been determined to be in excess of local needs.

3. Notice that an assignment is not available and the employee will be separated not less than 60 days from the date of the advance general notice (unless an exception has been approved under par. 9e).

4. Information regarding outplacement activities.

5. Notice that the separation may be canceled if an assignment becomes available prior to the effective date of separation. **NOTE:** *If reassignment outside the commuting area of the current assignment or to another facility is offered prior to separation, approving officials may extend the specific notice period to allow the employee an opportunity to consider the assignment. As in subparagraph 9d(1), an employee may grieve the reassignment, but an employee who fails to accept the reassignment may be separated under the provisions of MP-5, Part II, Chapter 9. The advance notice in this Directive meets the 30 day notice requirement in VHA Supp., MP-5, pt. II, Ch. 9. Employees are not entitled to another 30 days notice prior to separation.*

6. A statement that a copy of the plan developed under paragraph 8a will be provided at the request of the employee.

7. A statement that employees covered by negotiated grievance procedures may express their dissatisfaction through those procedures. Other employees may grieve using the procedures in MP-5, Part II, Chapter 8, except that employees appointed under 38 U.S.C. 7401(1) may request a hearing and the scope of the grievance shall be limited to application of the procedures in paragraph 9.

(b) Where employees are represented, a copy of the notice is to be sent to the union.

e. **Reduction or Waiver of the General Advance Notice Period.** The Chief Network Officer may approve requests to reduce or waive the general advance notice period when a staff adjustment is caused by unforeseeable circumstances. Any reduction or waiver may not reduce the specific advance notice period to less than 30 days.

(1) Requests shall specify:

(a) The staff adjustment to which the request pertains;

(b) The number of days the advance notice period would be reduced; and

(c) The reasons why the request should be approved.

(2) Where employees are represented, management officials will comply with the requirements in paragraph 4. This includes providing a copy of any request to the union.

## 10. FURLOUGHS

a. **Furloughs of 30 Days or Less.** Employees may be furloughed for 30 calendar days or less based on an assessment of which assignments will be most critical to the continuing operations of the organization during the period of furlough.

b. **Furlough of More Than 30 Days.** Employees shall be identified for furloughs for more than 30 calendar days in accordance with the procedures for identifying employees for staff adjustment (see par. 9).

c. **Length of Notice Period**



(1) Whenever possible, employees will be given 30 calendar days advance written notice.

(2) This notice period may be shortened or waived only in the event of circumstances not controllable by Department officials, such as sudden emergencies requiring immediate curtailment of activities.

d. **Contents of Notice.** The written notice shall advise the employee of:

(1) The reason(s) for the furlough.

(2) The effective date(s) and expected duration of the furlough.

(3) The basis for identifying the employees to be furloughed when only some of the employees in an organizational unit are to be furloughed,

(4) The circumstances which warrant waiver of the 30 day notice requirement, if applicable.

(5) The place where the employee may inspect the applicable regulations and records.

(6) The employee's right to appeal (see par. 10e).

(7) Any effects of the furlough on the employee's entitlement to retirement, life and health insurance, or any other benefits.

e. **Appeals**

(1) Furlough Approved by the Under Secretary for Health. Employees whose furloughs are approved by the Under Secretary for Health may express their dissatisfaction through applicable negotiated grievance procedures. Employees not represented by a union may express their dissatisfaction using the procedures for similar employees in paragraph 9e(2).

(2) Other Furloughs. Employees covered by negotiated grievance procedures may express their dissatisfaction through those procedures. Other employees may express their dissatisfaction through the following procedures.

(a) Employees who have been furloughed may appeal to the next official in the line above the official approving the furlough.

(b) An appeal must be submitted within 15 calendar days from the day of receipt of the notice of furlough.

(c) If an employee appeals, the complete record of the case, along with any statement or other evidence the employee submits, will be forwarded to the appeal decision official.

(d) The decision official will render a final decision, not subject to further review or appeal.

f. **Records of Furlough Actions.** All records of furlough actions shall be retained at least 2 years from the effective date or until any appeal has been resolved, whichever is later.