

MEMORANDUM OF UNDERSTANDING

Compensation Work Credit Measurement

1. The following constitutes an agreement between the Department of Veterans Affairs and the American Federation of Government Employees, AFL-CIO, National VA Council #53, regarding an initiative using a newly developed tool to conduct a Work Credit Measurement Study (WCMS) assessing work performed in the Veterans Service Center and Pension Management Centers.
2. VBA will test an electronic work measurement collection tool at no more than three station sites, yet to be determined, to gather data regarding the time and effort VBA employees, in the above organizations, spend on claim-related work activities so that valid work-rate credits and appropriate credit items can be generated from this study to accurately define and quantify the average amount of time required to complete various types of claims.
3. The electronic work measurement tool will prompt the employee to enter information about what they are working on at random times throughout the day. The tool will consist of pre-populated information and drop-down boxes to minimize the amount of time required by the user to complete the survey. The electronic measurement tool will be demonstrated to the VBA Midterm Bargaining Committee prior to its usage in the field.
4. Employees at the selected pilot sites will receive training on the new electronic measurement tool.
5. Data collection from all stations across the nation will occur over a period of up to six months; however, the data gathering via the electronic work measurement tool will not extend over 45 workdays per individual.
6. All Regional Office processors from the noted centers, approximately 10,000, will encompass the pool of eligible participants. Positions involved will include Claims Assistants, Veterans Service Representatives, Rating Veterans Service Representatives, Decision Review Officers, Quality Review Specialists, Veterans Claims Examiners, Military Service Coordinators, and STAR Consultants. Employees in official training status, employees who are under performance improvement plans, employees with extended leave during the individual data collection period, and employees who are expected to retire during the individual data collection period will be excluded.
7. Prior to using the electronic work measurement application, all participants will have access to any required tools and receive training on the operation of the tool – which

will be offered on several different days and times during the training period. Reference material will be provided during the training and employees will be advised of actual non-productive time that will be entered for interruption of the tool and input of other required data. Employees will be granted actual excluded time for training. No leave will be canceled due to training.

8. Not all claims processors will be sampled simultaneously during the study. A staggered approach will be used across the pool of claims processors during the duration of the study. Up to 5 practice days will be allowed for each labor category. The sampling rate (or number of times the pop-up will appear) will average of one to two times per hour.

9. Actual non-productive time, or an equivalent, will be allowed for time spent using the electronic application for any participating employee with production/timeliness elements in their performance standards so as to not be adversely affected from the point of original involvement. Excluded time will not exceed one hour per day. No overtime will be granted for the purpose of entering data into the electronic work measurement application.

10. Participating individuals will not be negatively impacted when conducting Quality checks on the cases processed, or if an error on the cases worked during the pilot is later noted.

11. For employees, i.e. Military Service Coordinators or external public contact positions, who perform a significant portion of their duties working away from a computer, they will record events throughout the day and retroactively enter information into the electronic work measurement tool prior to the cessation of each work day. Data will be gathered by the recording of events by these employees, which they will later enter into the work measurement tool.

12. Data will be compiled from cases available through the normal case distribution process currently observed, and not be pre-screened for qualified cases, so that an accurate data capture of case types can be obtained.

13. The employee responses gathered by the contractor will not be disclosed to Compensation Service or Pension and Fiduciary Service by employee name or identifiable number and will not be used for individual employee performance purposes. Only the names of non-compliant employees will be disclosed to management for the purpose of ensuring full employee participation and appropriate use of excluded time.

14. Within 45 days of completion of the data collection, the VBA Mid-Term Bargaining Committee will be provided the third-party analysis of the data from the date of

implementation through the date of completion, including any recommendations. This information will be shared with labor partners prior to developing standards.

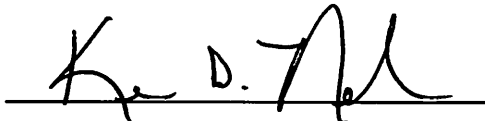
15. The parties agree that the use of technology to administer the WCMS will be in accordance with Article 66.

16. Management will not hold employees accountable for factors or extenuating circumstances which affect performance that are beyond the employees' control in compliance with Article 27.

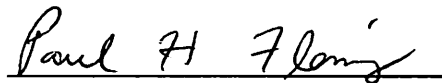
17. In accordance with Article 47 of the Master Agreement, Local bargaining shall take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.

18. Both parties agree that this study is conducted to better serve the nation's Veterans. The study will provide a meaningful breakdown of how Compensation and Pension work is accomplished and allow for identification and measurement of the types of work and the actual time of completion of all significant performance tasks completed by employees during the course of their duties. However, if after implementation of this tool, either party is made aware of issues that may adversely affect employees, both parties agree to discuss the issues and work to mutually resolve them for the employees. Should discussions not resolve the issues; the parties will implement the negotiating process.

19. Management shall provide a copy of this MOU to the local president and the highest elected or, in the alternative, appointed representative at each Local represented by AFGE within 10 days of the date this MOU is signed.



Kevin D. Nelson
for Management



Paul H. Fleming
for AFGE-NVAC

04/06/17

Date