

MEMORANDUM OF UNDERSTANDING

National Call Center Mental Health Executive Order 13822

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 Veterans Affairs Council (NVAC) #53, (Union) regarding the National Call Center Mental Health Executive Order 13822.

1. All affected employees will receive training on this new initiative. For employees who are not available, make up training will be provided. Employees will be on excluded time for this training.
2. Management will solicit volunteers based on local bargaining agreements. If an insufficient number of volunteers are identified, management will identify agents with the appropriate skill set and notify impacted employees and the local union based on local policies and procedures. Local leadership will solicit volunteers. If more employees volunteer than vacancies exist, the Department will select from the qualified volunteers. Local seniority will be the selection criterion. If there are insufficient number of volunteers, then the least senior qualified employee(s) will be selected.
3. If it is determined that additional employees are required to support this initiative, management agrees to follow paragraphs 1 and 2 for training and selection of the additional employees.
4. Any changes to the quality review checklist used to evaluate employees in this initiative will be provided to employees and training on the new quality review checklist will be provided. Time in this training will be excluded time. No employee will have leave cancelled due to this training. All bargaining obligations will be met at the national level before being utilized.
5. Local bargaining may take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
6. After implementation, if either party is made aware of issues that may adversely 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.
7. Nothing in this MOU impairs Management's right to change the assignment of work nor the Union's right to negotiate procedures and appropriate arrangements.

8. 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
Kevin D. Nelson
For the Agency

Paul H. Fleming
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For AFGE/NVAC

06/14/19

Date