

MEMORANDUM OF UNDERSTANDING

Lead Advanced Medical Support Assistants (GS-0679) Performance Standards

The following constitutes an agreement between the Department of Veterans Affairs, Veterans Health Administration (VHA) Great Lakes Health Care System, VISN 12 Clinical Contact Center and the American Federation of Government Employees (AFGE), AFL-CIO National VA Council (NVAC) #53, (Union regarding the Lead Advanced Medical Support Assistants (GS-0679) Performance Standards.

1. The parties agree to a 90-day acclimation period from the date the performance standard is implemented. During the acclimation period, employees will be assessed against the new performance standards and provided feedback. The parties recognize the change in the standards and local management will analyze data prior to taking a performance-based adverse action. The parties will adhere to the applicable provisions of the Master Agreement.
2. For a 12-month period, starting 90 days after the performance standard is implemented, Management will provide the Union with quarterly performance data for the preceding quarter.
3. Consistent with Article 27 Section 5(c) and (f) of the 2011 Master Agreement, performance standard and elements, to the maximum extent feasible shall be reasonable, realistic, attainable, and sufficient under the circumstances to permit accurate measurement of an employee's performance. When quality, timeliness, and/or output are expressed in a standard, there must be a clear means of assessing whether objectives have been met.
4. Any Frequently Asked Questions (FAQ) prepared will be presented to the employees at the same time as the performance standard. Any changes to the FAQ will be communicated to the Mid-Term Bargaining Committee prior to implementation.
5. Where the FAQs conflict with the plain written language of the standard, the standard will be followed.
6. Management will meet with the employees to discuss the critical and non-critical elements in the performance standard. They should communicate and provide the written performance standard and conduct individual/group meetings to address employee questions and concerns. The Union will be invited to attend the scheduled group meeting(s) regarding the implementation of the performance standard.

7. Management agrees to adhere to the Master Agreement in terms of silent monitoring. The call recording features of the Cisco software will normally not be used as the sole instrument for conducting an employee's performance appraisal. When monitoring is used as the sole or primary instrument to evaluate performance, employees will be notified in writing and in advance of the period of which monitoring of recorded calls will occur for this purpose.
8. The call recording feature of the Cisco software will be utilized for training and coaching purposes to aid in the performance of the employee and to enhance the Veteran's experience through customer service.
9. The Local Union will be provided an employee's performance data, upon request, when representing that employee in a performance-related matter.
10. The employee will be provided sufficient time to review errors. This time will be accounted for and addressed in the FAQs.
11. Management will provide training related to employees' work assignments as needed.
12. Core technical requirements and station level training assigned to employees in TMS will have a reasonable completion date.
13. Employees who are unavailable to attend a live mandatory training session will have a reasonable opportunity to take the training and meet the deadline.
14. Employees will be given the opportunity to provide feedback regarding complaints considered under Element 3 – Customer Experience and Quality Assurance, which a supervisor will consider prior to determining the legitimacy of the incident/complaint.
15. If an employee requests a discussion with his/her rating official to discuss his/her performance, it will be scheduled in a timely manner.
16. Where an element is not applicable to the employee's assigned duties, the rating official may mark the element as "not applicable" on the Performance Appraisal instead of "fully successful" so that the element does not affect the employee's Overall Rating.
17. This MOU is intended to cover the procedures and appropriate arrangements in reference to the implementation of this performance standard. However, unique local issues that arise shall be addressed by management and labor at the local level. Any local negotiations will not affect the implementation of this performance standard or conflict with negotiated national policy and agreements.
18. Management will not hold an employee accountable for VA programs, equipment, or software failures that negatively impact an employee's performance.

19. 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 allowed by the statute.
20. Management shall provide a copy of this MOU to the VISN 12 AFGE local presidents and/or designee no later than 10 days after its execution.

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Chief Negotiator
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Linda M. Parker-Cooks
Chief Negotiator
7th District Representative
AFGE NVAC

Date