

MEMORANDUM OF UNDERSTANDING (MOU)

Claims Automation - Decision Support Prototype and Pilot Sites

This MOU replaces the parties' August 29, 2022, agreement on Claims Automation - Decision Support Pilot Expansion.

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 Claims Automation - Decision Support Prototype and Pilot Sites.

1. The prototyping stage is where the preliminary version of the automation is developed. The following regional offices are prototype sites: Boise, Des Moines, Montgomery, Pittsburgh, Detroit, New York, New Orleans, and St. Petersburg.
2. The pilot stage is where automation is tested in an environment that replicates a national production setting. The following regional offices are pilot sites: Denver, Hartford, Huntington, Little Rock, Los Angeles, Portland, Togus, and Wichita.
3. Employees will receive training on the new procedures and policies related to the program. This training will be available in TMS. All employees will be on excluded time while attending such training.
4. The parties recognize the intent of the program is to verify the accuracy of the decision support tools, i.e. pre-populated calculator and evidence review summary. Employees should continue to review the full file and assist in identifying inaccuracies generated by the tools. Employees will not be cited for errors on their Individual Quality Reviews when the error is determined to be solely caused by the automated decision support tools.
5. Management will provide quarterly updates of program progress to include the addition of new claim attributes. Attributes refer to the type of claim, number of issues, and medical contentions.
6. Employees are responsible for notifying management when the information provided by the tools are inaccurate. Supervisors shall grant appropriate excluded time for employees to provide feedback during the program.
7. Management will not hold an employee accountable for factors or extenuating circumstances which affect performance that are beyond the employee's control.

8. Consistent with Article 47, Section 4(A) of the 2011 Master Agreement, appropriate local bargaining shall take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
9. 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. If the parties are unable to resolve the issue(s) by discussion, the parties will implement the negotiating process to the extent allowed by the statute.
10. Management shall provide a copy of this MOU to the local president and/or designee at each AFGE local within (10) ten days of the date this MOU is signed.

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For the Agency

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For AFGE/NVAC

June 28, 2023

Date