

MEMORANDUM OF UNDERSTANDING

National Call Center Legal Administrative Specialist (LAS) & Public Contact Representative (PCR) National Performance Standard

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 VA Council (NVAC) #53, (Union) regarding the National Call Center Legal Administrative Specialist (LAS) & Public Contact Representative (PCR) National Performance Standard.

1. The parties agree to a 90-day acclimation period from the date this new standard is implemented. No adverse performance actions will be taken during this 90-day period. Both parties recognize the significant change in these standard and local management is encouraged to consider this and analyze data prior to taking any adverse action.
2. The VBA AFGE Mid-Term Bargaining Committee will monitor and assess the implementation of the national performance standard. The parties agree to gather availability, and quality data regarding National Call Center Legal Administrative Specialist (LAS) & Public Contact Representative (PCR) performance under the new performance standard throughout the 90-day acclimation period. The AFGE Mid-Term bargaining committee will be provided this data each month for the preceding month, for up to 12 months. The data gathered and provided will follow the performance data already being provided for RVSRs and VSRs by station. Local Presidents will be provided the same data for their office, upon request, from their local management. If at any point during this 12-month period the Union has concerns with this information, they can elevate these concerns to the Mid-Term Bargaining Committee for consideration.
3. 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. The Frequently Asked Questions (FAQ) will be communicated to the Midterm Bargaining Committee and before any new ones are released, the bargaining obligation will be met at the national level.
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 this national standard. They should communicate and provide written national performance standard and conduct individual/group meetings to address employee questions and concerns of affected employees. The local union will be invited to attend the meetings.

7. When an employee moves from one level in a career ladder position to another level, the supervisory personnel shall meet with the employee to discuss the effective date and change in critical and non-critical elements. All questions should be answered within one week of the meeting or after receipt of the question.
8. Local AFGE Presidents, or their designee will be allowed to have access to individual employee data when representing that particular employee(s) on performance-related matters.
9. Employees will be granted excluded time to rebut a validated error. The amount of deductible time shall be based on facts of each situation. Locally negotiated agreements concerning the rebuttal process will remain in place to the extent that they do not conflict with this agreement. This issue is appropriate for local bargaining to include excluded time.
10. The Quality Evaluation Score Card that will be used with this standard will be attached and provided to the employee along with the new national standard. If there is a future change in the Quality Evaluation Score Card, the employees that will be reviewed under this checklist will receive the new Quality Evaluation Score Card. Training will be conducted on any new Quality Checklist that is later implemented. Any changes to the Quality Checklist in the future will not require this LAS / PCR standard to be renegotiated as Benefits Assistance Service will notify the Mid-Term Bargaining Committee of the proposed change(s) in checklist separate from this standard and will meet their bargaining obligations at the national level prior to implementing the new Quality Evaluation Score Card.
11. The standard of daily release time does not include lunch or authorized breaks. It also does not include authorized excluded time. Time spent doing other duties assigned will be entered as excluded time.
12. Individual Timeliness will be measured in average minutes and seconds per contact.
13. Agents can enter a talk time exclusion request for system issues that are outside the employees' control.
14. Excluded time will be reviewed as per the Call Center Excluded Time SOP.
15. All employees covered by this performance standard must receive training on the new standard and related tools. This training is to be considered excluded time.
16. VBA is responsible for ensuring that all employees receive the training necessary for the performance of the employees' assigned duties.
17. Additional training will be provided if requested by an employee.
18. Local management will ensure ongoing training regarding substantive changes to manuals, regulations, and law which impact the LAS / PCR work assignments is addressed; the time spent in training is to be considered excluded time, and the local union will be notified.

19. Core technical requirements and station level training assigned to employees in TMS will have a reasonable completion date.
20. If a training event is to be conducted in person, and the employee is not available due to leave, compressed day off, or in lieu of holiday, the employee must be scheduled for and attend a make-up training session before the employee is held accountable under the training element of the standard.
21. The destination of a valid complaint or incident under elements 5, organizational support, will be made by the supervisor. Extenuating circumstances may be presented by the affected employee, which the supervisor will consider prior to determining the legitimacy of the incident/complaint.
22. If an employee requests a discussion with his/her rating official in writing to discuss his/her performance, it will be scheduled in a timely manner.
23. Where a critical element is not applicable to the employee's assigned duties, the rating official may annotate the element as "not applicable" on the Performance Appraisal Program (VA Form 0750), Actual Achievement, Section E, instead of "fully successful" so that the element does not affect the employee's Overall Rating, Section D.
24. Local bargaining shall take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
25. Management will not hold employees accountable for factors or extenuating circumstances that affect performance and are beyond the employees' control.
26. 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 statute.
27. 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.

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Date