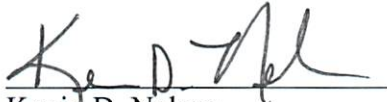


MEMORANDUM OF UNDERSTANDING (MOU)


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 Transition of Call Center Excluded Time Database Platform to Salesforce.

1. All affected employees will be provided training on the use of the new database platform. No employee will have leave cancelled or denied due to this training. Employees will be on deductible time for this training. The local union will be invited to these trainings.
2. Approved excluded time will be approved for the appropriate amount of actual minutes requested through the Excluded Time Database.
3. Employees meeting with union officials will record the time in the excluded time tracker as "Meeting with Representative and place in the remarks "met with Union Official". Requests to meet with Union Representatives will be approved in accordance with the procedures set forth in the Master Agreement or any applicable agreements. Union Officials performing union/representational duties on Official Time will record their time in the excluded time tracker as Official Union Time.
4. If an excluded time request is denied in the database, the supervisor will provide the employee with the basis of the denial in writing via the Salesforce denial response.
5. Employees are required to submit all excluded time request by the end of the business day in which the excluded time was taken as per the Exclusion Time SOP. Supervisors must review and appropriately resolve (approve, deny) all requests within 24 hours as per the Exclusion Time SOP.
6. The AFGE VBA Midterm Bargaining Committee will be provided a list of all instructions, SOPs, FAQs, or other similar communication or guidance on this database.
7. Before any other functionality for performance measures is added to Salesforce for the National Call Centers, all bargaining obligations will be met at the national level.
8. Any locally negotiated excluded time policies will remain in effect under this new database so far as they do not conflict with this MOU or other national agreements.
9. Local bargaining may take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
10. Management will not hold employees accountable for factors or extenuating circumstances that affect performance and are beyond the employees' control.

11. 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.
12. Management shall provide a copy of this MOU to the local president and/or designee at each regional office represented by an AFGE local within 10 days of the date this MOU is signed.



Kevin D. Nelson
For the Agency



Paul H. Fleming
For AFGE/NVAC

05/02/19
Date