

**MEMORANDUM OF UNDERSTANDING**  
**DISABILITY EVALUATION SYSTEM RATING ACTIVITY SITE (DRAS)**  
**RATING VETERANS SERVICE REPRESENTATIVE (RVSR)**  
**PERFORMANCE STANDARDS**

The following constitutes an agreement between the Department of Veterans Affairs and the American Federation of Government Employees (AFGE) (Union) regarding changes to performance standards for RVSRs assigned to the Disability Rating Activity Sites (DRAS).

This is to provide for the implementation of national standards for RVSRs assigned to the Disability Rating Activity Sites. The parties also agree to collect data throughout the implementation process to ensure the feasibility and fairness of the standards from both the employee and management perspective and in the best interest of serving Veterans. The pertinent articles from the Master Agreement that relate to this agreement include, but are not limited to Article 27, 37, 43, 47, and 66. The Agreement is also subject to applicable laws.

1. This agreement was initiated, in accordance with Article 47 of the Master Agreement between the Department of Veterans Affairs and AFGE, following negotiations with the Veterans Benefits Administration's Midterm Bargaining Committee.
2. In accordance with Article 27, Section 1 (A), the parties are committed to providing quality customer service. Accomplishment of the Department's mission is intended to be achieved within an environment that both recognizes the interdependence of employee contributions and promotes teamwork. Improvement in Department performance will be sought by analyzing work processes and correcting systemic problems and/or revising processes, as appropriate.
3. The purpose of the performance appraisal is to provide a framework to ensure honest feedback and open, two-way communications between employees and their supervisors (or other rating officials). Accomplishments of objectives are intended to be achieved within a teamwork environment. The employee performance appraisal and its application will be fair, equitable, reasonable and within the scope of the employee's position description.
4. Performance standards as applied under the appraisal system will emphasize employee development; overall employee skills and contributions; and recognize employee contribution to achievement of the Agency's mission. The standards as applied under the appraisal system are a performance management tool rather than a disciplinary tool; they will be based on duties contained in the employee's position description. Performance standards 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 (Article 27, Section 5 (C)). Performance standards will clearly describe how the employee's performance will be measured. When quality, timeliness, and/or output are expressed in a standard, there must be a clear means of assessing whether objectives have been met.

5. Prior to implementation, local management will communicate and provide a copy of the performance standards along with this memorandum of understanding. Management will conduct group meetings with the employees to train the employees and address employee questions and concerns for all affected employees. The local union will be invited to attend the meetings.

6. Prior to implementation of the standards, ASPEN needs to be updated to accommodate the new standards. If ASPEN cannot be updated prior to implementation, a local reporting system will be created and tested to ensure the system works. The reporting system should mirror the interface and feel of ASPEN. Employee feedback during the creation of and subsequent updates of any local reporting system are key to its success. Any data inputted into a local reporting system will be transferred into ASPEN once ASPEN had been modified to accept these new standards. This action should be performed by management. Any bargaining unit employee who inputs production/excluded data into ASPEN for the purpose of converting the data from the local system to ASPEN will be granted excluded time. This includes comparing data transferred from the local system to the modified ASPEN to ensure proper credit has been given.

7. As the critical element of Timeliness is based on the locally established workload management plan, the Agency will ensure the workload management plan has been communicated to employees and will identify the elements in the plan for which the RVSRs are responsible. The local workload management plan will be provided to employees and local union electronically. If the workload management plan is revised, an electronic copy will be provided to employees and the local union electronically. If the workload management plan is revised, an electronic copy will be provided to employees and the local union. In the absence of a viable workload management plan, the rating official will mark the element of Timeliness as "not applicable" on the Performance Appraisal Program (VA Form 0750), Actual Achievement, Section C, instead of "fully successful" so that the element does not affect the employee's Overall Rating, Section D.

8. The Agency will continue to gather statistical data following the implementation of this local standard. Data will be provided to the Local Union on a monthly basis for the first 90 days and thereafter on a quarterly basis for one year. After 90 days, VBA and the Midterm Bargaining Committee agree to review the data and assess the impact of the new standards, making changes to the standards as agreed upon by the parties at that time. If any changes to the standards are made after the initial 90 day period, an additional 30 day assessment period will be utilized with the parties assessing the impact of any changes and making any changes to the standards as agreed upon at that time. The scope and type of changes that may be made during these assessment/reassessments will not be limited. At no time during the above assessment period(s), will an employee be placed on a Performance Improvement Plan (PIP) if that employee is not meeting these new standards but are meeting the performance plan standards they were serving under at the time of this MOU. At the end of the assessment periods, if the standards are adjusted, an employee's performance during the assessment period(s) will not have a negative effect on the employee's performance appraisal. The Agency shall not hold employees accountable for factors or extenuating circumstances which affect performance that are beyond the control of the employee.

9. The parties agree that the minimum appraisal period is 90 days during which an employee must have consistently performed under communicated performance elements and standards that may result in a performance rating. For the purpose of this Agreement, management shall not issue a Performance Improvement Plan (PIP) for a period of 90 days subsequent to implementation of the performance standards to allow for continued monitoring and assessment. Both parties recognize the size of change brought about by organizational Transformation. Local management is encouraged to consider this and analyze data prior to placing an employee on a PIP.

10. Employees on a PIP at the time of implementation of the new standards may continue to be assessed for the duration of their PIP period under the existing performance plan.

11. 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.

12. Employees will be provided with appropriate notice of errors. The Agency will consider the type(s) of errors called, timeliness of notice to the employee, and the employee's opportunity to remedy errors. All changes in working procedures must be communicated to employees before they can be charged with errors.

13. Where a critical element is not applicable to the employee's assigned duties, the rating official will mark the element as "not applicable" on the Performance Appraisal Program (VA Form 0750), Actual Achievement, Section C, instead of "fully successful" so that the element does not affect the employee's Overall Rating, Section D.

14. Deductible time is addressed in the performance plan. This list is not exhaustive as there may be other reasons for deductible time to be considered by local management.

15. The Agency will ensure that affected employees are trained on the Veterans Tracking Application (VTA) or any applicable application used for Workload Management. The appropriate deductible time will be granted for management-approved training.

16. Employees will be provided notice of all training requirements. Any updates and/or new additions will be timely communicated to the employee. Employees will be provided a training schedule as referenced in the performance plan. The Agency is responsible for ensuring that all employees receive the training necessary for the performance of the employees' assigned duties (Article 37, Section 1(A)).

17. The parties agree to comply with Article 47.

18. If either party is made aware of impact and implementation issues, VBA and the Midterm Bargaining Committee agree to discuss the issues and work to mutually resolve them.

19. Management will provide a copy of the MOU to the local president upon receipt.

  
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VBA Management Representative

  
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For AFGE

07/31/13 Date