

MEMORANDUM OF UNDERSTANDING

Performance Standards for Vocational Rehabilitation Counselors and Employment Coordinators

The following constitutes an agreement between the Department of Veterans Affairs, Veterans Benefits Administration (Agency) and the American Federation of Government Employees (AFGE), AFL-CIO, National VA Council (NVAC) #53, (Union) regarding changes to performance standards in VBA for the Vocational Rehabilitation Counselors (VRC) and Employment Coordinator (EC).

The pertinent articles from the Master Agreement that relate to this agreement include, but are not limited to, Articles 27, 37, 43, 47, and 66, and applicable laws.

1. In accordance with Article 27, Section 1 (A), the parties are committed to providing quality customer service. Improvement in Department performance will be sought by analyzing work processes and correcting systemic problems and/or revising processes, as appropriate.
2. The performance standards shall be fairly, equitably, objectively, and uniformly applied and shall be related to the duties set forth in the position description and assigned. 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.
3. At the time of implementation, employees shall be advised of the major tasks and responsibilities of their jobs, including which performance elements are critical and non-critical, the met levels, and any priority and weighting for elements. Also at this time, in accordance with Article 27, Section 5B, the employee must be informed of the "Exceptional level" on each element. Within 30 days of implementation, employees shall receive a written/electronic copy of the performance standards with the Exceptional goal numbers.
4. 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). The employee performance appraisal and its application will be fair, equitable, and reasonable and within the scope of the employee's position description and job assignments. To the extent feasible, the Department shall ensure employees are not adversely impacted by system failures or inadequate/inequitable work assignments/regions so they can achieve the performance element requirements.
5. Management will ensure any applicable local workload management plan is in line with performance elements and is communicated to the division, with any questions answered and shared with the local union and all division employees. The workload management plan, and any revisions, will be provided to the local union and all division employees electronically.

6. The Department will continue to gather statistical data following implementation of this standard. Data will be provided to the VBA AFGE Mid-term Bargaining committee on a quarterly basis broken down by month. The data will include aggregate employee production, timeliness, and quality data as it relates to the standard, for up to one year.

7. The data shall be provided by mid-month following the month to which it applies. For example, August 2015 data will be provided by mid-September or no later than the 25th of the month. If, after 90 days from the implementation of this standard the data shows that 30% or more of the employees are not successful in the critical element of quality or timeliness, the VBA Mid-term Bargaining Committee agrees to reassess the performance standard and renegotiate.

8. At the time of performance evaluation, elements for both the period beginning October 1, 2014, and then the new performance standard period, will be considered for each employee's final rating of record.

9. The VBA AFGE Mid-Term Bargaining Committee will monitor and assess the implementation of the national performance standards. If there are concerns from the local union, the concerns shall be elevated to the Mid-Term Bargaining Committee for discussion, consideration, and bargaining if necessary.

10. In compliance with Article 27, Section 8E, the Agency shall not hold employees accountable for factors or extenuating circumstances which affect performance that are beyond the control of the employee.

11. Where a critical element is not applicable to the employee's assigned duties; or the division's work assignment plan adversely affects the employee's ability to normally maintain or exceed the affected element; or there are insufficient cases, the rating official should 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, in lieu of mitigating.

12. 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) based on these standards for a period of 90 days subsequent to implementation of the performance standards.

13. Employees on a PIP at the time of implementation of the new standards will continue to be assessed for the duration of their PIP period under the existing (old) performance plan. Additionally, management agrees to take the appropriate actions to ensure that performance is concurrently tracked under the new standards for the remainder of this evaluation year. Whichever performance standard provides the best performance for the final 90 days of the FY 15 rating period will be the standard used to measure performance.

14. 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, and employees will be provided an opportunity for the local union to attend.

15. Employees will be provided with appropriate notice of errors, including corrective action required. The Agency will consider the type(s) of errors called, timeliness of notice to the employee, and employee's opportunity to remedy errors. Employees will be trained on changes to why errors are called prior to receiving errors based on those changes.

16. The Agency will ensure that affected employees are trained on CWINRS, Workload Management reports, and any other applicable tool. The appropriate deductible time will be granted for management-approved training.

17. Employees will be provided notice of all training requirements. Any updates and/or new additions will be timely communicated to the employee. 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)). All employees will have access to all training material on the VR&E portal site.

18. The parties agree to comply with Article 29, Section 20, regarding VDT breaks.

19. In accordance with Article 27, Section 5, all bargaining obligations for national performance standards shall be met at the national level.

20. In accordance with Article 47 of the Master Agreement, Local bargaining shall take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.

21. A copy of this MOU shall be provided within 10 business days of signing to the local president, or their designee, at the affected facility.



For the Agency



For AFGE-NVAC

12/03/15
Date