

MEMORANDUM OF UNDERSTANDING

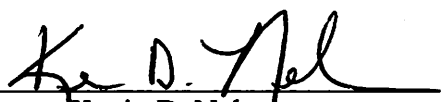
Military Service Coordinator (MSC) National Performance Standards

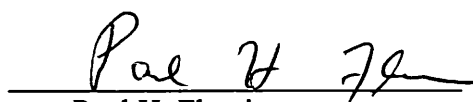
The following constitutes an agreement between the Department of Veterans Affairs, Veterans Benefits Administration (VBA) and the American Federation of Government Employees (AFGE), AFL-CIO National VA Council (NVAC) #53, (Union) regarding the Military Service Coordinator (MSC) National Performance Standards.

1. A 90-day acclimation period will be afforded to new and existing employees, based on the date the new standards are implemented or the return of the employee from Challenge training, whichever is later. No adverse performance actions will be taken during this 90-day period. Both parties recognize the significant change in these standards 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 standards. The parties agree to gather quality data regarding Military Service Coordinator (MSC) performance under the new performance standards 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. 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. Bargaining unit employees, who spend unreasonable time performing uncredited work, may bring the matter to the attention of their supervisor. The supervisor will consider whether the uncredited time is fairly and equitably accounted for in the weighted action calculation and either, allow excluded time or inform the employee that excluded time is not warranted. The employee may grieve the decision of the supervisor.
4. Employees in other positions who perform the MSC functions as an additional duty will not be evaluated under this performance standard.
5. Performance standards shall be reasonable, realistic, attainable, and sufficient under the circumstances to permit accurate measurement of an employee's performance.
6. Management will meet with each affected employee to discuss the critical and non-critical elements in these national standards. They should communicate and provide written national performance standards and address employee questions and concerns. Management should ensure that if questions affect more than one employee, the answers are communicated to the entire group. If a group meeting is held, the local union will be invited.
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 in a timely manner.

8. The new MSC quality checklist is task-based. If more than one question is marked wrong for a single task, only one error will be counted for that task.
9. The critical element of Quality provides that a random selection of cases will be reviewed each month based on the MSC performance standards and that the selection will be reflective of the mix of work performed during the month. The element also provides that if a routine review of the MSC's work demonstrates the need for quality improvement, an expanded sample of cases will be reviewed for quality purposes.
10. The Quality Checklist that will be used with these standards will be attached and provided to the employee along with the new national standards. If standards are provided electronically, the checklist will also be sent electronically. If standards are provided in a printed hardcopy form, the checklist will also be provided in hardcopy form. If there is a future change in the Quality Checklist, the employees that will be reviewed under this checklist will receive the new Quality Checklist in the same form that was previously provided. 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 these MSC standards to be renegotiated as Compensation 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 Checklist.
11. Individual timeliness will be measured as reflected in the performance standard.
12. MSCs will not be held accountable for the timeliness element for cases in their work queue that need to be processed by someone else for the timeliness element.
13. Excluded time (also referred to as deductible time) shall remain available to employees and will not be held against employees.
14. The MSC's supervisor must notify the employee of the avoidable deferral in order for them to be cited as an exception under the Organizational Support element.
15. VBA is responsible for ensuring that all employees receive the training necessary for the performance of the employees' assigned duties.
16. All employees covered by these performance standards must receive training on the new standards, and related tool. This training is to be considered excluded time. An employee can request additional training if needed.
17. Local management will ensure ongoing training regarding substantive changes to manuals, regulations, and law that impact the MSCs work assignments. The time spent in training is to be considered excluded time and the local union will be notified
18. Core technical requirements and station level training assigned to employees in TMS will have a reasonable completion date.

19. If a training event is to be conducted in person, and the employee is unavailable due to leave, compressed day off, or in lieu of holiday, the employee will be provided the opportunity to attend a make-up or review the recorded training session.
20. 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.
21. Where a critical element is not applicable to the employee's assigned duties, the rating official may mark the element as "not applicable" on the Performance element 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 F.
22. Local bargaining may take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
23. Management will not hold employees accountable for factors or extenuating circumstances that affect performance and are beyond the employees' control.
24. 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.
25. Nothing in this MOU impairs Management's right to change the performance standards nor the Union's right to negotiate procedures and appropriate arrangements.
26. 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.


Kevin D. Nelson
For the Agency


Paul H. Fleming
For AFGE/NVAC

1-30-19
Date