

## **MEMORANDUM OF UNDERSTANDING**

### **Nationwide Fiduciary Hub Legal Instruments Examiner (LIE) Excluded Time and Productivity Tool**

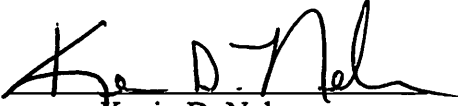
The following constitutes an agreement between the Department of Veterans Affairs, Veterans Benefits Administration (VBA) and the American Federation of Government Employees (AFGE), AFL-CIO National VA Council (NVAC) #53, (Union) regarding the Nationwide Fiduciary Hub Legal Instruments Examiner (LIE) Excluded Time and Productivity Tool.

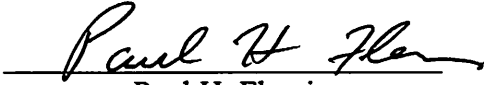
1. All affected employees will be provided training on use of the production and excluded time tool. No employee will have leave cancelled or denied due to this training. Employees will be on deductible time for this training. The local union will be invited to these trainings.
2. If Management removes production credits or deductible time entered on the tracker, it will be annotated on each item and the employee notified in writing of the removal/denial along with the supporting reason.
3. Deductible time will be approved in 15-minute increments.
4. Any leave status approved in VATAS will be approved in the tracker. No additional email correspondence is required once leave is approved in VATAS. Once approval is given for a period of excluded time it will be approved in the tracker.
5. Excluded time should be requested in advanced when possible; however, when the situation arises and excluded time cannot be requested in advance, it will be requested as soon as practical. Such excluded time requests will not be denied solely because they are requested after the event.
6. Regarding telework and alternate work schedule for Legal Instruments Examiners, management will comply with applicable laws and articles of the Master Agreement, as well as applicable local negotiated agreements. A rest period of fifteen (15) minutes duration will be allowed each employee twice during each eight (8) hour day, normally one in the first half and one in the second half of the shift.
7. Employees assigned to answer questions of other employees or to be formal or informal mentors will be allowed to take excluded time, subject to the terms of the Excluded Time Policy, while performing those tasks.
8. It is agreed that Legal Instruments Examiners will be allowed excluded time for formal training and meetings as outlined in the policy. Pre-approval of the excluded time will not be necessary for required TMS courses or other training events and/or meetings to which the Legal Instruments Examiner is required by management to attend.
9. Employees meeting with union officials will record their time in the production tracker as "Other" and place in the Remarks "met with Union Official." Union Officials performing union duties on

Official time will record their time as Official Time. Requests for excluded time to meet with Union Representatives will be approved in accordance with procedures set forth in the Master Agreement.

10. Management will ensure that employees are informed of the chain of command for requesting excluded time. When an employee requests excluded time, the supervisor is responsible for entering a decision no later than the third day of the following month. If not approved, the employee will receive a verbal or written rationale for the denial. If the employee requests the rationale for the denial in writing, the supervisor shall provide the rationale in writing.
11. It is agreed that employees should not interrupt Legal Instruments Examiners for routine questions and to obtain general guidance. Contact should generally be limited to case specific issues for which the Legal Instruments Examiner is responsible.
12. Local AFGE Presidents or their designee will be allowed to have access to individual employee production data when representing that particular employee(s) on matters that include production or excluded time.
13. Prior to any changes to the type or weight of transactions employees receive credit for or the way the production tracker calculates the performance standards, the VBA midterm will be notified and all bargaining obligations at the national level will be met.
14. If the production/excluded time tool malfunctions and affects earlier entries or are found to miscalculate, employees will be provided actual excluded time to recreate their prior performance data. Employees must report any such malfunctions through their supervisory chain before attempting to make corrections so that corporate problems will be appropriately identified and corrective actions can be taken as appropriate. There may be times when the corrective actions can be made by management without adverse impact to employees or service delivery to Veterans. Such notice will also allow the supervisor to agree to a reasonable allowance if warranted.
15. Local bargaining may take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
16. Management will not hold employees accountable for factors or extenuating circumstances that affect performance and are beyond the employees' control.
17. 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.

18. 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