

MEMORANDUM OF UNDERSTANDING (MOU)

Fiduciary Service Representative (FSR) National Performance Standard

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 Fiduciary Service Representative National Performance Standard.

1. 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. When quality, timeliness, and/or output are expressed in a standard, there must be a clear means of assessing whether objectives have been met.
2. Prior to any changes to the type or weight of transactions employees receive credit for, the VBA midterm will be notified and all bargaining obligations at the national level will be met.
3. The Quality Checklist will be provided to the employee. Training will be conducted on any new Quality Checklist that is later implemented.
4. Formal quality reviews will not begin until the FSR is no longer in a trainee status.
5. The five random output items for individual quality review will be selected through ASPEN. Management must complete bargaining at the national level, before another system is used.
6. The local error rebuttal process may be addressed at the local level; however, cannot conflict with Pension and Fiduciary and/or Compensation Service manual guidance.
7. The parties agree to a 90-day acclimation period from the date these new standards are implemented. 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.
8. Prior to implementation, local management will meet with the employees to discuss the performance standards. The local union will be invited to attend any group meetings regarding the performance standards.
9. The VBA AFGE Mid Term Bargaining Committee will monitor and assess the implementation of the national performance standard. The parties agree to gather production, quality, availability, and timeliness data regarding FSR performance under the new performance standards. 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.

10. 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.
11. Frequently Asked Questions (FAQ) will be prepared and presented to the employees at the same time as the performance standards.
12. Where the FAQs conflict with the plain written language of the standard, the standard will be followed.
13. 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.
14. Management will consider any extenuating circumstances before making a determination that a work assignment was not timely. Extenuating circumstances shall include, but are not limited to, when the employee is in a leave status, when the facility is closed, Office of Personnel Management and/or other locally recognized holidays or system outages. Any case on hold or under review will not be held against the employee's timeliness.
15. Employees will not be held accountable for the timeliness element while the assigned work item is being processed or reviewed at a step outside of the employee's control.
16. Employees will have a sufficient workload at all times in order to enable them to achieve the Output element of the performance standards. Employees will notify a supervisor if they do not have sufficient work in their queue.
17. The agency will ensure that all affected employees' equipment is adequate to run all programs and applications in connection with employees performing their duties.
18. Management is responsible for ensuring that all employees receive the training necessary to perform their assigned duties. The time for training and meetings are excluded time.
19. Core technical requirements and station level training assigned to employees in TMS will have a reasonable completion date.
20. The destination of a valid complaint or incident under elements 4 and 5 will be made by the supervisor. Extenuating circumstances may be presented by the affected employee, which the supervisor will consider prior to determining the legitimacy of the incident/complaint.
21. Management will ensure the accuracy of all data used to judge each element of the performance standard prior to issuing any performance rating to any individual employee.

22. 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.
23. 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 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.
24. Local bargaining shall take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
25. Management will not hold employees accountable for factors or extenuating circumstances that affect performance and are beyond the employees' control.
26. After implementation, if either party is made aware of issues that may affect employees, both parties agree to discuss the issues and work to mutually resolve the issues for the employees. If the parties are unable to resolve the issue(s) by discussion, the parties will implement the negotiating process to the extend required by the statute.
27. Management shall provide a copy of this MOU to the local president and/or designee at each AFGE local within (10) ten days of the date this MOU is signed.

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10/31/19

Date