

# MEMORANDUM OF UNDERSTANDING

## Legal Instruments Examiner (LIE) Task-Based Quality Checklist

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 Legal Instruments Examiner (LIE) Task-Based Quality Checklist.

1. The Legal Instruments Examiner (LIE) Task-Based Quality Checklist is task based. If a specific question has more than 1 error description wrong, only 1 critical error will be called per question. Cascading of errors will not be allowed and the same error will not be called under more than 1 specific question.
2. If a deficiency is found and it does not specifically fit into one of the specific questions or error descriptions, the deficiency will be recorded as a non-critical error (a comment) and will not count against the employee.
3. Only cases identified by random generator will have individual quality reviews completed. Any other type of review done, for example, but not limited to: In Process Reviews, reviews of trainees returning from formal training, and 100 percent reviews, will not count towards the quality element of an employee's performance standard.
4. Once the random generator identifies a specific action taken, only that distinct action and the individual steps completed or those that should have been completed will be reviewed. All tasks completed or those that should have been completed on the particular identified distinct action will be subject to review for quality purposes.
5. All affected employees will be provided training on the new checklist. No employee will have leave cancelled or denied due to this training. Employees will be on deductible time for this training.
6. Management agrees to meet its bargaining obligations regarding changes to or utilization of the quality review checklist.
7. Local bargaining shall take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
8. Management will not hold employees accountable for factors or extenuating circumstances which affect performance that are beyond the employees' control.
9. 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. Should discussions not resolve the issues, the parties will implement the negotiating process to the extent required by the statute.

10. 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.

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10/31/19  
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Date