

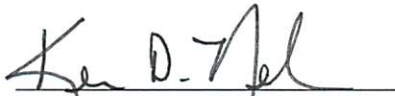
## **MEMORANDUM OF UNDERSTANDING**

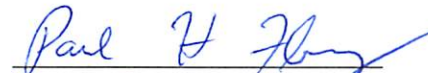
### **Changes to PMC VSR Output Performance Element**

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 (NV AC) #53, (Union) regarding the Changes to PMC VSR Output Performance Element of the PMC VSR Performance Standards.

1. The parties agree that the provisions of the MOU will be retroactive to the original date of implementation.
2. Employee performance during the entire FY19 appraisal period will be given consideration for award and recognition purposes.
3. Any employee, who received a letter of concern for the Output element of the performance standards, and is now meeting the Output element of the standard, will receive notification in writing withdrawing the letter of concern. The Local union will be informed of employees affected.
4. Employees who were removed or denied an Alternate Work Schedule or Telework because they were not meeting the Output element of the performance standard prior to December 2018, but are now meeting performance standards under the updated EPR measurements, may be considered for participation in these programs.
5. Any employee, who had a Within Grade Increase (WIGI) or Career Ladder increase withheld because he/she was not meeting the Output element of the performance standards prior to December 2018 and with the changes, now meets the Output element FYTD, will receive the increase retroactively to the date they were eligible.
6. 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.
7. Employees are encouraged to review their individualized EPR data daily for the prior day, prior pay period or any time frame desired and do not need to wait on management to provide them data. Employees will notify management promptly if data is not accurate and if corrections cannot be made locally, management will refer to PA&I.
8. Management will provide the VBA Midterm Bargaining Team with any changes to the EPR tool that impact the working conditions of bargaining unit employees, prior to the changes being made.

9. Local bargaining may take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
10. 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.
11. 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

05/01/19  
Date