

MEMORANDUM OF UNDERSTANDING

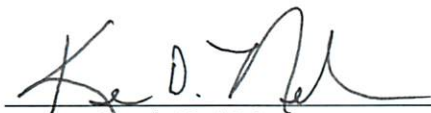
Decision Review Officer Performance Standard Seattle and St. Petersburg Decision Review Operations Centers DROCs

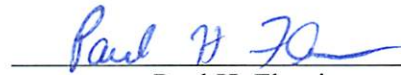
The following constitutes an agreement between the Department of Veterans Affairs, Veterans Benefits Administration (VBA) and the American Federation of Government Employees (AFGE), AFL-CIO National VA Council (NVAC) #53 (Union) regarding the Decision Review Officer (DRO) Performance Standard - Seattle and St. Petersburg Decision Review Operations Centers (DROC).

1. The parties agree to a 90-day acclimation period from the date this new standard is implemented. No adverse performance actions will be taken during this 90-day period. Both parties recognize the significant change in this standard 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 standard. The parties agree to gather output, quality, and availability data regarding DROC DRO performance under the new performance standard. The AFGE Mid-Term bargaining committee will be provided 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.
4. Performance standard 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.
5. If Frequently Asked Questions (FAQ) are prepared they will be communicated to the Midterm Bargaining Committee and bargaining will be met at the national level.
6. Where the FAQs conflict with the plain written language of the standard, the standard will be followed.
7. Prior to implementation, local management will meet with the employees to discuss the critical and non-critical elements in this national standard. Management should communicate and provide written national performance standard and conduct group meetings to address employee questions and concerns to all affected employees. The local union will be invited to attend the meetings.

8. The critical element of Quality provides that a random selection of cases will be reviewed each month based on the DROC DRO performance standard and that the selection will be reflective of the mix of work performed during the month. If a routine review of the DROC DRO's work demonstrates the need for quality improvement, an expanded sample of cases will be reviewed for quality purposes.
9. The appropriate system of record (currently ASPEN) will be the source to track cases available for random pull for quality review.
10. Individual timeliness will be measured in average business days as reflected in the performance standard.
11. Employees will not be held accountable for the timeliness element while the claim is being processed or reviewed at a step outside of the employee's control.
12. Per the standard, extenuating circumstances affecting timeliness will be considered. The DROC DRO is responsible for notifying the supervisor of the situation.
13. Excluded time (also referred to as deductible time) shall remain available to employees and will not be held against employees.
14. DROC DROs will be given specific written instructions on the procedures that their DROC uses when preparing for and holding informal conferences.
15. Midterm Bargaining Committee will be informed of any changes in working conditions affecting the DROC DROs' standard.
16. Employees will have a sufficient workload at all times in order to enable them to achieve the Output element of the performance standard. Employees will notify a supervisor if they do not have sufficient claims in their queue.
17. VBA will ensure that all affected employees' equipment is adequate to run all programs and applications in connection with employees performing their duties.
18. VBA is responsible for ensuring that all employees receive the training necessary for the performance of the employees' assigned duties.
19. All employees covered by this performance standard must receive training on the new standard, countable actions, and the systems that will be used to track their performance. This training is excluded time. An employee can request additional training if needed.
20. Local management will provide ongoing training related to manual, regulation, and law changes. The time spent in training is excluded time.
21. Core technical requirements and station level training assigned to employees in TMS will have a reasonable completion date.

22. If an employee is unavailable for mandatory, training, the employee will be provided the opportunity to attend a make-up or, review the recorded training session. In the event a make-up training or recording is unavailable, the employee will be provided a copy of the training material, and an SME will be identified by local management for any employee questions.
23. The determination of a valid complaint or incident under element 3 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.
24. 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.
25. 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.
26. Local bargaining may take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
27. Management will not hold employees accountable for factors or extenuating circumstances that affect performance and are beyond the employees' control.
28. 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.
29. Nothing in this MOU impairs Management's right to change the performance standard nor the Union's right to negotiate procedures and appropriate arrangements.
30. 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