

MEMORANDUM OF UNDERSTANDING

Claims Assistant (CA) National Performance Standards - Modification to Element 3

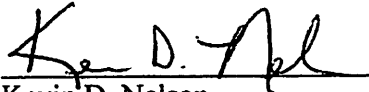
The following constitutes an agreement between the Department of Veterans Affairs, Veterans Benefits Administration (VBA) and the American Federation of Government Employees (AFGE), AFL-CIO National VA Council (NVAC) #53, (Union) regarding the Claims Assistant (CA) National Performance Standards - Modification to Element 3.

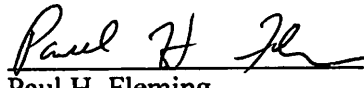
1. The parties agree that the provisions of the MOU will be retroactive to the original date of implementation.
2. Employee performance during the entire FY18 appraisal period will be given consideration for award and recognition purposes.
3. Employees will be provided with the updated credit weight along with an updated performance report for each previous month.
4. Any employee who received a letter of concern who is now meeting the standard will receive an official letter from their supervisor officially withdrawing the letter of concern. The Local union will be informed of employees affected.
5. Employees who were removed from or denied Alternate Work Schedule or Telework because they were not meeting performance prior to June 30, 2018, but are now meeting performance standards under the updated ASPEN measurements may be allowed to participate in these programs as quickly as possible under current local agreements.
6. Any employee, who had a Within Grade Increase (WIGI), or Career Ladder increase withheld because they were not meeting performance standards prior to June 30, 2018, but are now meeting performance standards under the updated ASPEN measurements, will receive the increase retroactively to the date they were eligible. Any other favorable personnel action that was put on hold will be processed and granted as soon as possible. The Local union will be informed of employees affected.
7. 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.
8. Local bargaining may take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.

9. Management will not hold employees accountable for factors or extenuating circumstances which affect performance that are beyond the employees' control.

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

06/29/18
Date