

# MEMORANDUM OF UNDERSTANDING

## Team Lead-Appraiser, GS 12 Loan Guaranty Division 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 VA Council (NVAC) #53, (Union) regarding the Team Lead-Appraiser, GS 12 Loan Guaranty Division Performance Standard.

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 these 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 Performance data regarding the Team Lead-Appraiser under the new performance standard throughout the 90-day acclimation period. 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.
3. 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.
4. Management will meet with the employees to discuss the critical and non-critical elements in this national standard. They 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.
5. Local AFGE Presidents, or their designee will be allowed to have access to individual employee data when representing that particular employee(s) on performance related matters.
6. Employees performing other duties or on extended leave will not be penalized under the Review of End Product element.
7. Employees performing other duties or on extended leave will not be penalized under the Training of Staff on Appraisal Review Criteria element.

8. An employee's timeliness requirement will not be negatively affected when the task cannot be completed due to circumstances outside their control.
9. When an employee is assigned an ancillary duty, their supervisor will review the performance requirement upon assignment.
10. VBA will ensure that all affected employees' equipment is adequate to run all programs and applications in connection with employees performing their duties.
11. All employees covered by this performance standard must receive training on the new standard, and related tool.
12. VBA is responsible for ensuring that all employees receive the training necessary for the performance of the employees' assigned duties. An employee can request additional training if needed.
13. Local management will ensure ongoing training regarding substantive changes to manuals, regulations, and law which impact the Team Lead-Appraiser work assignments is addressed.
14. Core technical requirements and station level training assigned to employees in TMS will have a reasonable completion date.
15. The determination of a valid complaint or incident under element 4, 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.
16. 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.
17. Where a critical element is not applicable to the employee's assigned duties, the rating official may annotate the element as "not applicable" 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 D.
18. Consistent with procedures set forth in the Master Agreement, local bargaining may take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
19. Management will not hold employees accountable for factors or extenuating circumstances which affect performance that are beyond the employees' control.
20. 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 statute.

21. 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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For the Agency

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Paul H. Fleming  
For AFGE/NVAC

10/14/2021  
Date