

MEMORANDUM OF UNDERSTANDING (MOU)

Decision Review Officer (DRO) National 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 Veterans Affairs Council (NVAC) #53, (Union) regarding Decision Review Officer (DRO) National Performance Standard.

1. The Performance standard and its 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.
2. 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.
3. The VBA AFGE Mid Term Bargaining Committee will monitor and assess the implementation of the national performance standard. The parties agree to gather production, quality, availability, and timeliness data regarding DRO performance under the new performance standard. 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.
4. 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 the national performance standard and conduct group or/individual meetings to address employee questions and concerns to all affected employees. The local union will be invited to attend any group meetings regarding the performance standards.
5. Local AFGE Presidents, or their designee, will be provided individual employee production data when representing particular employee(s) on matters that include production or excluded time.
6. Frequently Asked Questions (FAQ) will be prepared and presented to the employees at the same time as the performance standard. The Frequently Asked Questions (FAQ) and any changes to the FAQ will be communicated to the Midterm Bargaining Committee prior to implementation.

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7. Where the FAQs conflict with the plain written language of the standard, the standard will be followed.
8. DROs will be provided local training on WATRS, QMS, and EPR, and any other system used in conjunction with this new standard.
9. Management will review 36 claims per year and consider the applicable tasks on those claims. However, this is subject to change based on workload changes, special focused reviews, and other identified resource constraints. If management does not perform 36 reviews per year, they will inform the employees and AFGE VBA Midterm Bargaining Committee.
10. The quality checklist that will be used with this standard will be provided to employees.
11. If an employee's Quality Element performance rating is in question due to the number of counted applicable tasks, the Supervisor will consider the employee's justifications when determining if an "N/A" should be adjusted for performance rating purposes.
12. Locally negotiated agreements concerning the rebuttal process will remain in place to the extent that they do not conflict with this agreement. This issue is appropriate for local bargaining. If Management initiates a change in the rebuttal process, it will meet its bargaining obligations prior to implementation.
13. Management will consider any extenuating circumstances before making a determination that a work assignment was not timely. Extenuating circumstances shall include, but are not limited to, when the employee is in a leave status, when the facility is closed, Office of Personnel Management and/or other locally recognized holidays, or system outages.
14. Prior to any changes to this national performance standard that affect the type or weight of transactions employees receive credit for, to include retroactive changes which negatively affect employees' production standards, the VBA midterm will be notified and all bargaining obligations at the national level will be met.
15. Bargaining unit employees, who spend unanticipated time performing uncredited work may bring the matter to the attention of their supervisor for consideration as to whether excluded time is warranted for the work performed. In the uncommon event that earned credits are insufficient to represent the amount of work expended, the supervisor may consider excluded time.
16. DROs will receive credit for work completed, as defined in the performance standard FAQs, and excluded time may be approved by a supervisor for uncredited work.
17. Employees will have a sufficient workload at all times in order to enable them to achieve the Output element of the performance standards. Employees will notify a supervisor if they do not have sufficient work available.

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18. Local management will ensure ongoing training related to manual, regulation, and law changes. The time spent in training is excluded time.
19. Core technical requirements and station level training assigned to employees in TMS will have a reasonable completion date.
20. The agency will ensure that all affected employees' equipment is adequate to run all programs and applications in connection with employees performing their duties.
21. 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.
22. 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 Appraisal Program (VA Form 0750), Actual Achievement, Section C, instead of "fully successful" so that the element does not affect the employee's Overall Rating, Section D.
23. Consistent with the procedures set forth in the Master Agreement, local bargaining shall take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policies and agreements.
24. Management will not hold employees accountable for factors or extenuating circumstances that affect performance and are beyond the employee's control.
25. 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.
26. Management shall provide a copy of this MOU to the local president and/or designee at each AFGE local within (10) ten days of the date this MOU is signed.

Jessica R. Minnich
For the Agency

Paul H. Fleming
For AFGE/NVAC

Date