

MEMORANDUM OF UNDERSTANDING

Fiduciary Program Specialist (PS) National Performance Plan

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 Fiduciary Program Specialist (PS) National Performance Plan.

1. The parties agree to a 90-day acclimation period from the date the Performance Plan is implemented. During the acclimation period, employees will be assessed against the new performance standards and provided feedback. The parties recognize the change in the standards and local management will analyze data prior to taking a performance-based adverse action. The parties will adhere to the applicable provisions of the Master Agreement.
2. For a 12-month period, starting 90 days after the performance plan is implemented, Management will provide the Union with quarterly performance data for the preceding quarter.
3. Consistent with Article 27, Section (C) and (F) of the 2011 Master Agreement, 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. Frequently Asked Questions (FAQ) will be prepared and presented to the employees at the same time as the performance plan. Any changes to the FAQ will be communicated to the Mid-Term Bargaining Committee prior to implementation.
5. Where the FAQs conflict with the plain written language of the plan, the plan will be followed.
6. Management will meet with the employees to discuss the critical and non-critical elements in this national performance plan. They should communicate and provide the written national performance plan and conduct individual/group meetings to address employee questions and concerns. The local union will be invited to attend the scheduled group meeting(s) regarding the implementation of the performance plan.
7. The local union will be provided an employee's performance data, upon request, when representing that employee in a performance-related matter.

8. The Quality Review Checklist will be made available to employees along with the Performance Plan. Changes to the Quality Review Checklist will be shared with employees and appropriate training will be conducted. Any performance-related changes to the Quality Review Checklist will be communicated to the Mid-Term Bargaining Committee prior to implementation.
9. Employees will be provided training on Workload and Time Reporting System (WATRS), Quality Management System (QMS), and the Employee Performance Report (EPR) in conjunction with this new Performance Plan.
10. If Management denies an excluded time request in WATRS, WATRS will be annotated on each denied item and the employee will be notified of the denial along with the supporting reason.
11. Any leave status granted/approved in VATAS, and used by the employee, will be approved in WATRS.
12. 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.
13. The FAQ will include instructions on when and how to enter the VBMS notes required to receive credit under Element 3 - Output/Required Transactions.
14. Management will review situations where employees believe and report that incorrect output credit was awarded. If it is determined by management incorrect credit was awarded, management will document the identified correction and make the appropriate adjustment for performance evaluation purposes.
15. Employees will receive either credit for work completed, as defined in the performance plan and FAQs, or excluded time may be approved by a supervisor for uncredited work.
16. Employees will be provided a sufficient workload to enable them to achieve the standards listed in the performance plan. Employees will notify a supervisor if they do not have sufficient work available.
17. Management will provide training related to employees' work assignments as needed.
18. Core technical requirements and station level training assigned to employees in TMS will have a reasonable completion date.
19. Employees who are unavailable to attend a live mandatory training session will have a reasonable opportunity to receive the training and meet the deadline.

20. Management will seek feedback from employees regarding indicators of non-compliance with Element 5 - Collaboration. The supervisor will consider employee feedback when determining validity of the indicator of non-compliance. Validated instances of noncompliance will be discussed with the employee.
21. If an employee requests a discussion with the rating official to discuss performance, it will be scheduled in a timely manner.
22. Where an element is not applicable to the employee's assigned duties, the rating official may mark the element as "not applicable" on the Performance Appraisal instead of "fully successful" so that the element does not affect the employee's Overall Rating.
23. This MOU is intended to cover the procedures and appropriate arrangements in reference to the implementation of this national performance plan. However, unique local issues that arise shall be addressed by management and labor at the local level. Any local negotiations will not affect the implementation of the national performance plan or conflict with negotiated national policy and agreements.
24. Management will not hold an employee 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 allowed by statute.
26. 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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For AFGE/NVAC

December 2, 2022
Date