

## **MEMORANDUM OF UNDERSTANDING**

### **Support Services Division Senior Support Services Specialist, GS-12 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 Support Services Division, Senior Support Services Specialist, GS-12 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 VBA Mid-Term Bargaining Committee with quarterly performance data for the preceding quarter.
3. Consistent with Article 27, Section (C) and (F) of the 2023 Master Agreement, performance standards 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. Management will consider situations that may affect timeliness before determining that a work assignment was not timely. Such situations 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.
9. Management will provide training related to employees' work assignments as needed.
10. Core technical requirements and station level training assigned to employees in TMS will have a reasonable completion date.
11. Employees who are unavailable to attend a live mandatory training session will have a reasonable opportunity to receive the training and meet the deadline.
12. Management will seek feedback from employees regarding indicators of noncompliance with Element 2- Program Integrity and Element 3 - Collaboration. The supervisor will consider employee feedback when determining the validity of the indicator of noncompliance. Validated instances of noncompliance will be discussed with the employee. If an employee disagrees with a supervisor's determination under this element, they may request a reconsideration.
13. If an employee requests a discussion with the rating official to discuss performance, it will be scheduled in a timely manner.
14. 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.
15. 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.
16. Management will not hold an employee accountable for factors or extenuating circumstances that affect performance and are beyond the employee's control.
17. 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.

18. 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

September 21, 2023  
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Date