

MEMORANDUM OF UNDERSTANDING

Veterans Service Representatives Performance Standards

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 Veterans Service Representatives Performance Standards

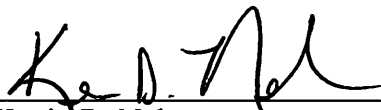
1. The VBA AFGE Mid-Term Bargaining Committee will monitor and assess the implementation of the national performance standards. The parties agree to gather output and quality data regarding VSR performance under the new performance standards throughout the 90-day acclimation period. The AFGE Mid-Term bargaining committee will be provided this data within one week after the close of each month, on a 30-day interval, for up to 12 months. The data gathered and provided will include individual performance data by station. Local Presidents will be provided the same data for their office, upon request, from their local management. 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.
2. 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 per Article 27, Section 5. When quality, timeliness, and/or output are expressed in a standard, there must be a clear means of assessing whether objectives have been met.
3. The Frequently Asked Questions (FAQ) will be prepared and presented to the employees at the same time as the performance standards.
4. Management will meet with the employees to discuss the critical and non-critical elements in these national standards. They should communicate and provide written national performance standards 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. When an employee moves from one level in a career ladder position to another level, the supervisory personnel shall meet with the employee to discuss the effective date and change in critical and non-critical elements as in Article 27. All questions should be answered within one week of the end of the meeting, or after receipt of a question.
6. In determining the quality and output level for employees, the number of months in the position establishes the expectation for the employee – not the grade.
7. The critical element of Quality will be based on a random review of an average of 5 random transactions, which reflect an appropriate mix of work performed by the


employee throughout the whole month.

8. ASPEN, or its replacement, is posted with case numbers that are completed by the employee and this source will be used to track cases available for random pull for quality review, until a new tracking tool is proposed to the AFGE VBA Mid-Term Bargaining team and all bargaining is complete. When transactional data by claim number is reconciled with cases reported in ASPEN (or its replacement) and cases are found erroneously unreported in ASPEN (or its replacement), the employee will make corrections within 24 hours to account for the claim worked, and those cases could be subject to random quality reviews.
9. The Quality Checklist that will be used with these standards will be attached and provided to the employee along with the new national standards. If standards are provided electronically, the checklist will also be sent electronically. If standards are provided in a printed hardcopy form, the checklist will also be provided in hardcopy form. If there is a future change in the Quality Checklist, the employees that will be reviewed under this checklist will receive the new Quality Checklist in the same form that was previously provided. Training will be conducted on any new Quality Checklist that is later implemented. Any changes to the Quality Checklist in the future will not require these 2017 VSR standards to be renegotiated as Compensation Service will notify the Mid-Term bargaining Committee of the proposed change(s) in checklist separate from this standard.
10. Individual timeliness will be measured in average business days.
11. Unavailable or deductible time will not be held against an employee.
12. If the National Work Queue time in queue requirement changes or there are changes to the NWQ playbook, all bargaining obligations will be met at the national level before the employee is held to those changes.
13. If an employee is either assigned more cases in their queue or is given additional cases in a work list exceeding the expectations of the output element for his/her experience level, and the employee cannot complete them, the employee will not have a documented instance of failure to complete assigned work under the Timeliness element of the standard.
14. VSR's will not be held accountable for the timeliness element for cases in their work queue which need to be processed by someone else for the timeliness element. In order to ensure VSRs do not have cases held against them from a timeliness perspective while the case is processed by someone else (including but not limited to mentor, Military Records Specialist, JSRRC, second signer, etc.), local management will implement processes to ensure these cases do not unfairly impact the VSR's timeliness. Local policy will determine when and how a case will be assigned to another reviewer's queue while not penalizing the VSR with an instance of untimely action if case(s) under review with another employee is the sole cause of a VSR's untimely TIQ.

15. Excluded time (also referred to as deductible time) shall remain available to employees.
16. Upon request, a list of the “transactions” that make up each “distinct transaction” will be provided to each employee and updated as needed.
17. Employees will have a sufficient workload at all times in order to enable them to achieve the Output element of the performance standard. Employees will notify a supervisor if they do not have sufficient claims in their queue.
18. VBA is responsible for ensuring that all employees receive the training necessary for the performance of the employees’ assigned duties.
19. All employees covered by these performance standards must receive training on the new standards, transaction reports, changes to ASPEN or its replacement, an overview of the Employee Performance Report (EPR) interim tool, and review of all the questions on the FAQ. This training is considered to be excluded time.
20. Additional training will be provided if requested by an employee.
21. Local management will ensure ongoing training regarding substantive changes to manuals, regulations, and law which impact VSR’s work assignments is addressed; the time spent in training is considered to be excluded time, and the local union will be notified.
22. Core technical requirements and station level training assigned to employees in TMS will have a reasonable completion date.
23. If a training event is to be conducted in person, and the employee is not available due to leave, compressed day off, or in lieu of holiday, the employee will be provided make - up training before the employee is held accountable under the training element of the standards.
24. The parties agree that the minimum appraisal period is 90 days during which an employee must have consistently performed under communicated performance elements and standards that may result in a performance rating. For the purpose of the agreement, management shall not issue a Performance Improvement Plan (PIP) for a period of 90 days subsequent to implementation of the performance standards whenever new/revised standards are issued to allow for continued monitoring and assessment. Both parties recognize the significant change in these standards and local management is encouraged to consider this and analyze data prior to placing an employee on a PIP.
25. Employees on a PIP at the time of implementation of the new standards may continue to be assessed for the duration of PIP period under the existing (old) performance plan.
26. 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.

27. 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.
28. Management will not hold employees accountable for factors or extenuating circumstances which affect performance that are beyond the employees' control in compliance with Article 27.
29. If after implementation 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.
30. 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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04/06/17
Date