

MEMORANDUM OF UNDERSTANDING

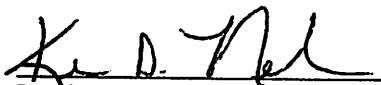
Nationwide Fid Hub - Field Examiner (FE) Excluded Time Policy & Production Tracker


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 Nationwide Fid Hub - Field Examiner (FE) Excluded Time Policy & Production Tracker.

1. All affected employees will be provided training on use of the production tracker and the excluded time policy. No employee will have leave cancelled or denied due to this training. Employees will be on deductible time for this training. The local union will be invited to these trainings.
2. If Management removes production credits or deductible time entered on the tracker, it will be annotated on each item and the employee notified in writing of the removal/denial along with the supporting reason.
3. Deductible time will still be approved in 15 minute increments.
4. Any leave status approved in VATAS will be approved in the tracker. No additional email correspondence is required once leave is approved in VATAS. Once approval is given for a period of excluded time it will be approved in the tracker.
5. Excluded time should be requested in advanced when possible; however, when the situation arises and excluded time cannot be requested in advance, it will be requested as soon as practical. Such excluded time requests will not be denied solely because they are requested after the event.
6. Regarding telework and Alternate Work Schedule for Field Examiners, management will comply with applicable laws and articles of the Master Agreement, as well as applicable local negotiated agreements. A rest period of fifteen (15) minutes duration will be allowed each employee twice during each eight (8) hour day, normally one in the first half and one in the second half of the shift.
7. Employees assigned to answer questions of other employees or to be formal or informal mentors, will be allowed to take excluded time, subject to the terms of the Excluded Time Policy, while performing those tasks. Field Examiners will be allowed excluded time for formal training and meetings as outlined in the policy. Pre-approval of the excluded time will not be necessary for required training, meetings, or other events to which the Field Examiner is required by management to attend.

8. It is agreed that Field Examiners will be allowed excluded time for formal training and meetings as outlined in the policy. Pre-approval of the excluded time will not be necessary for required TMS courses or other training events and/or meetings to which the Field Examiner is required by management to attend.
9. Employees meeting with union officials will record their time in the production tracker as "Other" and place in the Remarks "met with Union Official." Union Officials performing union duties on Official time will record their time as Official Time. Requests for excluded time to meet with Union Representatives will be approved in accordance with procedures set forth in the Master Agreement.
10. Excluded time will be allowed as needed for routine (i.e. oil change, seasonal tire rotation balance and car wash), and other required GSA Vehicle Maintenance. The policy outlines the procedures for the request and approval of excluded time for such maintenance, including unique, unforeseen circumstances.
11. When an employee is contacted by beneficiary or Federal Fiduciary via telephone or email that is not related to a current field exam issued the employee will forward the contact information to the Fiduciary Hub for processing. Additional formal training will be conducted with the employees on how to forward contact information to the Fiduciary Hub for this purpose. Employees may request excluded time for performing this action.
12. The Excluded Time Policy provides that excluded time may be approved in lieu of case credit for unique misuse cases that require more time than allowed with the work credit. It is agreed that, in such circumstances, a reasonable amount of time will be allowed based upon the unique nature of particular misuse case.
13. Management will ensure that employees are informed of the chain of command for requesting excluded time. When an employee requests excluded time, the supervisor is responsible for entering a decision no later than third day of the following month. If not approved to employee will receive a verbal or written rationale for the denial. If the employee requests the rationale for the denial in writing, the supervisor shall provide the rationale in writing.
14. It is agreed that employees should not interrupt Field Examiners for routine questions and to obtain general guidance. Contact should generally be limited to case specific issues for which the Field Examiner is responsible. All Louisville Fid Hub employees will be advised as necessary to utilize other resources as possible to have questions answered. If management later decides to utilize field examiners as a resource for such questions, that time will be recorded as excluded time.
15. Local AFGE Presidents or their designee will be allowed to have access to individual employee production data when representing that particular employee(s) on matters that include production or excluded time.

16. Prior to any changes to the type or weight of transactions employees receive credit for or the way the production tracker calculates the performance standards, the VBA midterm will be notified and all bargaining obligations at the national level will be met. No retroactive changes will be made to the production tracker.
17. If the production/excluded time tool malfunctions and affects earlier entries or are found to miscalculate, employees will be provided actual excluded time to recreate their prior performance data. Employees must report any such malfunctions through their supervisory chain before attempting to make corrections so that corporate problems will be appropriately identified and corrective actions can be taken as appropriate. There may be times when the corrective actions can be made by management without adverse impact to employees or service delivery to Veterans. Such notice will also allow the supervisor to agree to a reasonable allowance if warranted.
18. 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 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.
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.


Kevin D. Nelson
For the Agency


Paul H. Fleming
For AFGE/NVAC

06/19/18
Date