

## **MEMORANDUM OF UNDERSTANDING**

### **Field Examiner National Performance Standards**

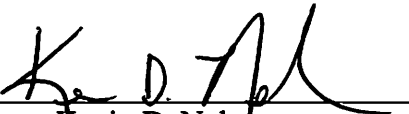
The following constitutes an agreement between the Department of Veterans Affairs, Veterans Benefits Administration (VBA) and the American Federation of Government Employees (AFGE), AFL-CIO National VA Council (NVAC) #53 (Union) regarding the Field Examiner (FE) National Performance Standards.

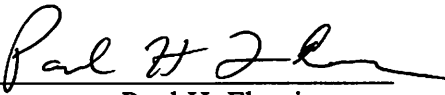
1. The parties agree to a 90-day acclimation period from the date these new standards are implemented. No adverse performance actions will be taken during this 90-day period. Both parties recognize the significant change in these standards and local management is encouraged to consider this and analyze data prior to taking any adverse action.
2. The VBA AFGE Mid-Term Bargaining Committee will monitor and assess the implementation of the national performance standards. The parties agree to gather output, quality, and availability data regarding FE performance under the new performance standards. 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.
3. Bargaining unit employees who spend unreasonable time performing uncredited work may bring the matter to the attention of their supervisor. The supervisor will consider whether the uncredited time is fairly and equitably accounted for in the weighted action calculation and either allow excluded time or inform the employee that excluded time is not warranted.
4. Based on these national performance standards for FEs, the Agency will utilize a standardized method of capturing actual travel time for all FEs. Employees may continue to track their travel time via manual logs, even if the agency utilizes telemetric devices due to these devices malfunctioning. Employees will be provided the data obtained from any telemetric device used that tracks their individual travel time, on a monthly basis.
5. 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.
6. The Frequently Asked Questions (FAQ) will be prepared and presented to the employees at the same time as the performance standards. Any changes to FAQ will be communicated to the Midterm Bargaining Committee.
7. Where the FAQs conflict with the plain written language of the standard, the standard will be followed.

8. Prior to implementation, local management will meet with the employees to discuss the critical and non-critical elements in these national standards. Management 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.
9. 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. All questions should be answered within one week of the end of the meeting.
10. The critical element of Quality provides that a random selection of cases will be reviewed each month based on the FE performance standards and that the selection will be reflective of the mix of work performed during the month. The element also provides that if a routine review of the FE's work demonstrates the need for quality improvement, an expanded sample of cases will be reviewed for quality purposes.
11. During the first 90 days following the completion of initial training (regardless of entry grade), only informal quality assessments will occur.
12. BFFS will be the source to track cases available for random pull for quality review.
13. 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.
14. Individual timeliness will be measured as reflected in the performance standard.
15. Excluded time (also referred to as deductible time) shall remain available to employees and will not be held against employees.
16. For the output element, supervisory consideration will be given to cases that a FE completes but have not yet been completed by a Legal Instruments Examiner (LIE). It is appropriate for management to consider work completed by the FE that are still pending with the LIE when it makes a material difference in determining the FE's performance evaluation or monthly review.
17. Midterm Bargaining Committee will be informed of any Fiduciary Hub changes in working conditions.
18. FEs will not be held accountable for the timeliness element for cases in their work queue, which need to be processed by someone else.

19. Upon request, a list of the “actions” that a FE receives credit for will be provided to each employee and updated as needed.
20. 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.
21. VBA is responsible for ensuring that all employees receive the training necessary for the performance of the employees’ assigned duties.
22. All employees covered by these performance standards must receive training on the new standards, countable actions, and the systems that will be used to track their performance. This training is excluded time. An employee can request additional training if needed.
23. Local management will ensure ongoing training is provided related to manual, regulation, and law changes, which impact the FE’s work assignments. The time spent in training is considered to be excluded time, and the local union will be notified.
24. Core technical requirements and station level training assigned to employees in TMS will have a reasonable completion date.
25. If a training event is to be conducted in person, and the employee is unavailable due to leave, compressed day off, or in lieu of holiday, the employee will be provided the opportunity to attend a make-up or review the recorded training session.
26. Not all complaints are valid and often are the result of difference of opinions. The determination of a valid complaint or incident under element 5 will be made by the supervisor. Extenuating circumstances may be presented by the affected employee, which the supervisor will consider prior to determining the legitimacy of the incident/complaint.
27. 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.
28. 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 element 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 F.
29. Local bargaining may take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
30. Management will not hold employees accountable for factors or extenuating circumstances that affect performance and are beyond the employees’ control.

31. The VBA midterm committee reserves its right to address matters related to the implementation of MSC as they occur.
32. Nothing in this MOU impairs Management's right to change the performance standard nor the Union's right to negotiate procedures and appropriate arrangements.
33. 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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Kevin D. Nelson  
For the Agency

  
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Paul H. Fleming  
For AFGE/NVAC

1-31-19  
Date