

MEMORANDUM OF UNDERSTANDING

Legal Instruments Examiner Modification to 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 modification to performance standards for Legal Instruments Examiners (LIE).

1. Employee performance during the entire FY20 appraisal period will be given consideration for award and recognition purposes.
2. Employees will be provided with the updated performance standards along with an updated performance report for each previous month.
3. As a result of the retroactive change in the standard, if an employee was impacted by any of the following actions from October 1, 2019 through November 1, 2019, and the employee met the fully successful or better level during this period, management will inform the local union and take the following action:
 - Withdraw Letter of Concern; and/or
 - Initiate the withheld WIGI; and/or
 - Initiate the withheld Career Ladder promotion; and/or
 - Restore Telework; and/or
 - Restore Alternate Work Schedule.
4. Management will inform employees and the local union that ASPEN will be the source for random selection of cases for quality review.
5. 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. The employee may grieve the decision of the supervisor.
6. Management will not hold employees accountable for factors or extenuating circumstances that affect performance and are beyond the employees' control.
7. Local bargaining shall take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
8. 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 to the extent required by statute.

9. 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

Kevin D. Nelson
For the Agency

Paul Harvey Fleming

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For AFGE/NVAC

10/31/19

Date