

16. 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 off of holiday, the employee will be provided make up training.
17. 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.
18. Management will ensure the accuracy of all data used to judge each element of the performance standard prior to issuing any performance rating to any individual employee.
19. 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.
20. 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.
21. 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 Appraisal Program (VA Form 0750), Actual Achievement, Section C, instead of "fully successful" so that the element does not affect the employee's Overall Rating, Section D.
22. Management will not hold employees accountable for factors or extenuating circumstances which affect performance that are beyond the employees' control.
23. 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.
24. Management shall provide a copy of this MOU to the local president and/or designee at each AFGE local within (10) ten days of the date this MOU is signed.


Kevin D. Nelson
For the Agency


Paul H. Fleming
For AFGE/NVAC

01/10/18
Date

7. Management will consider performing non-punitive reviews, similar to IPR's conducted on VSR's, to enhance the ability of CA's to be fully successful in the Quality element in the event that results or other circumstances substantiate the need.
8. ASPEN 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.
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.
10. Management will consider any extenuating circumstances before making a determination that a work assignment was not timely. Extenuating circumstances 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. It is agreed that one instance of failure will be recorded even if multiple packets become late on the same day. Any packets on hold or under review will not be held against the employee's timeliness.
11. Claims Assistants will receive credit for work completed, and unavailable or deductible time will remain available and not be held against an employee.
12. Employees will have a sufficient workload at all times in order to enable them to achieve the Output element of the performance standards. Employees will notify a supervisor if they do not have sufficient work in their queue.
13. VBA is responsible for ensuring that all employees receive the training necessary to perform their assigned duties. Employees will receive appropriate deductible time to complete their training assignments.
14. The agency will ensure that all affected employees' equipment is adequate to run all programs and applications in connection with employees performing their duties.
15. Local management will ensure ongoing training regarding substantive changes to manuals, regulations, and law, which impact CA's work assignments is addressed. The time spent in training is considered to be excluded time, and the local union will be notified.

MEMORANDUM OF UNDERSTANDING

Claims Assistant 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 Claims Assistant National Performance Standards.

1. 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 4. When quality, timeliness, and/or output are expressed in a standard, there must be a clear means of assessing whether objectives have been met.
2. Frequently Asked Questions (FAQ) will be prepared and presented to the employees at the same time as the performance standards. The new quality review checklist will be presented to the employees at the same time as the new performance standards.
3. Prior to implementation, local 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.
4. The parties agree to gather production, quality, availability, and timeliness data regarding CA 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. The data gathered and provided will follow the performance data already being provided for RVSRs and VSRs 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.
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 pursuant to Article 27. All employee questions should be answered within one week of the end of the meeting.
6. The critical element of Quality provides that a random selection of (5) five mail packets and/or other assigned actions completed by the CA will be reviewed each month 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 CA's work demonstrates the need for quality improvement, an expanded sample of an average of 10 cases per month will be reviewed for quality purposes.