

# **MEMORANDUM OF UNDERSTANDING (MOU)**

## **Legal Instruments Examiner (LIE) Performance Standards**

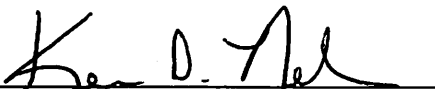
The following constitutes an agreement between the Department of Veterans Affairs, Veterans Benefits Administration (VBA) and the American Federation of Government Employees (AFGE), AFL-CIO National Veterans Affairs Council (NVAC) #53, (Union) regarding the Legal Instruments Examiner (LIE) National Performance 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. 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. Formal quality review will not begin until 90 days after LIE training is completed.
3. The five random cases for individual quality review will be selected through BFFS. Management must complete bargaining at the national level, before another system is used.
4. Frequently Asked Questions (FAQ) will be prepared and presented to the employees at the same time as the performance standards. The quality review checklist will be presented to the employees at the same time as the new performance standards.
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.
6. 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.
7. The parties agree to gather production, quality, and availability, data regarding LIE 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.

8. 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 the Master Agreement. All employee questions should be answered within one week of the end of the meeting.
9. The critical element of Quality provides that a random selection of cases will be reviewed each month based on the LIE 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 LIE's work demonstrates the need for quality improvement, an expanded sample of cases will be reviewed for quality purposes,
10. 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.
11. Individual Timeliness will be measured in average business days.
12. LIEs will receive credit for work completed, and unavailable or deductible time will remain available and not be held against an employee.
13. LIE employees performing telephone duties will be on excluded time while performing this assigned work to include time spent completing related tasks.
14. 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.
15. The agency will ensure that all affected employees' equipment is adequate to run all programs and applications in connection with employees performing their duties.
16. Local management will ensure ongoing training regarding substantive changes to manuals, regulations, and law, which impact LIEs work assignments, is addressed. The local union will be notified.
17. 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.
18. 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.

19. 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.
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 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.
22. Local bargaining may take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
23. Management will not hold employees accountable for factors or extenuating circumstances that affect performance and are beyond the employees' control.
24. 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. If the parties are unable to resolve the issue(s) by discussion, the parties will implement the negotiating process.
25. Nothing in this MOU impairs Management's right to change the performance standards nor the Union's right to negotiate procedures and appropriate arrangements.
26. 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

1-30-19  
Date