

## **MEMORANDUM OF UNDERSTANDING**


### **National Performance Standard: Veterans Claims Examiner (LEAD VCE)- Education Service Regional Processing Office – GS 12**

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 national performance standard for Veterans Claims Examiner (VSC)- Education Service Regional Processing Office – GS 12.

1. The parties agree to a 90-day acclimation period from the date this new standard is implemented. No adverse performance actions will be taken during this 90-day period. Both parties recognize the significant change in this standard 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 standard. The parties agree to gather output, quality, financial integrity, and availability data regarding LEAD VCE performance under the new performance standard. 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. The performance standard and its 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.
5. If Frequently Asked Questions (FAQ) are prepared they will be communicated to the Midterm Bargaining Committee and bargaining will be met at the national level.
6. Where the FAQs conflict with the plain written language of the standard, the standard will be followed.
7. Prior to implementation, local management will meet with the employees to discuss the critical and non-critical elements in this national standard. Management should communicate and provide written national performance standard and conduct group meetings to address employee questions and concerns to all affected employees. The local union will be invited to attend the meetings.

8. The critical element of Quality provides that a random selection of cases will be reviewed each month based on the LEAD VCE performance standard and that the selection will be reflective of the mix of work performed during the month. If a routine review of the LEAD VCE's work demonstrates the need for quality improvement, an expanded sample of cases will be reviewed for quality purposes.
9. The new National Standard Quality Checklist (SQC) implemented October 1, 2017 will be the checklist used for Individual Quality Reviews. The Quality Checklist that will be used with this standard will be attached and provided to the employee along with the new national standard. If the standard is provided electronically, the checklist will also be sent electronically. If the standard is 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. The appropriate system of record (currently Excel) will be the source to track cases available for random pull for quality review.
11. If a Financial Integrity error is identified by the supervisor, the supervisor will inform the employee and the employee may request a reconsideration of the error.
12. Excluded time (also referred to as deductible time) shall remain available to employees and will not be held against employees.
13. Employees will have a sufficient workload at all times in order to enable them to achieve the Production element of the performance standard. Employees will notify a supervisor if they do not have sufficient claims in their queue.
14. The determination of a valid complaint or incident under element 4 and 6 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.
15. Individual management of workload will be measured in business days as reflected in the performance standard.
16. LEAD VCEs will not be held accountable for the management of workload element for cases in their work queue, which need to be processed by someone else.
17. Per the standard, extenuating circumstances that affect management of workload will be considered. The LEAD VCE is responsible for notifying the supervisor of the situation.
18. Midterm Bargaining Committee will be informed of any changes in working conditions effecting the LEAD VCEs.

19. VBA will ensure that all affected employees' equipment is adequate to run all programs and applications in connection with employees performing their duties.
20. VBA is responsible for ensuring that all employees receive the training necessary for the performance of the employees' assigned duties.
21. All employees covered by this performance standard must receive training on the new standard, and the systems that will be used to track their performance. This training is excluded time. An employee can request additional training if needed.
22. Local management will provide ongoing training related to manual, regulation, and law changes. The time spent in training is excluded time.
23. 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.
24. 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.
25. Local bargaining may take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
26. Management will not hold employees accountable for factors or-extenuating-circumstances that affect performance and are beyond the employees' control.
27. 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.
28. Nothing in this MOU impairs Management's right to change the performance standard nor the Union's right to negotiate procedures and appropriate arrangements.
29. 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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For the Agency

  
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Paul H. Fleming  
For AFGE/NVAC

05/01/19  
Date