


MEMORANDUM OF UNDERSTANDING (MOU)

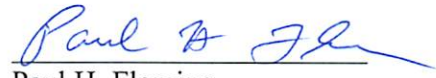
Indianapolis Fid Hub Quality Review Trainer Performance Standard

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 Indianapolis Fid Hub Quality Review Trainer Performance Standard.

1. The performance standard 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. Prior to implementation, local management will meet with the employees to discuss the critical and non-critical elements in the national standard. They should communicate and provide written national performance standard and if applicable conduct group meetings to address employee questions and concerns to all affected employees. The local union will be invited to attend these meetings.
3. The parties agree to gather Quality Review, Training Analysis, and Training Program Administration data regarding employee 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 local Union has concerns with this information, they can elevate these concerns to the Mid-Term Bargaining Committee for consideration.
4. 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.
5. Management will consider any extenuating circumstances before making a determination that a Quality Review or Training Analysis 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.
6. VBA is responsible for ensuring that all employees receive the training necessary to perform their assigned duties. Employees will receive appropriate excluded time to complete their training assignments.
7. The agency will ensure that all affected employees' equipment is adequate to run all programs and applications in connection with employees performing their duties.
8. Local management will provide ongoing training related to manual, regulation, and law changes. The time spent in training is excluded time.

9. 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 the standard and local management is encouraged to consider this and analyze data prior to taking any adverse action.
10. 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.
11. 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.
12. 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 E, instead of "fully successful" so that the element does not affect the employee's Overall Rating, Section F.
13. Management will not hold employees accountable for factors or extenuating circumstances that affect performance and are beyond the employees' control.
14. 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. If the parties are unable to resolve the issue(s) by discussion, the parties will implement the negotiating process.
15. Nothing in this MOU impairs Management's right to change the performance standard nor the Union's right to negotiate procedures and appropriate arrangements.
16. 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

05/02/19
Date