

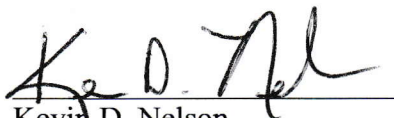
MEMORANDUM OF UNDERSTANDING

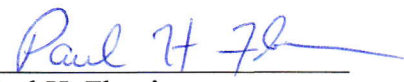
VSR Performance Standards - Modifications to Element 3 (Output)

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 Modifications to Element 3 (Output) of the VSR Performance Standards.

1. The parties agree that the provisions of the MOU will be retroactive to the original date of implementation.
2. Employee performance during the entire FY17 appraisal period will be given consideration for award and recognition purposes.
3. Any employee who received a letter of concern who is now meeting the standard will receive an official letter from their supervisor officially withdrawing the letter of concern. The Local union will be informed of employees affected.
4. Employees who were removed or denied Alternate Work Schedule or Telework because they were not meeting performance prior to July 1, but are now meeting performance standards under the updated EPR measurements may be allowed to participate in these programs as quickly as possible under current local agreements.
5. Any employee, who had a Within Grade Increase (WIGI), or Career Ladder increase withheld because they were not meeting performance standards prior to July 1, but are now meeting performance standards under the updated EPR measurements, will receive the increase retroactively to the date they were eligible. Any other favorable personnel action that was put on hold will be processed and granted as soon as possible. The Local union will be informed of employees affected.
6. 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.
7. Prior to any manual adjustment to an employee's EPR report, the supervisor will discuss the adjustment with the employee and they will be informed in writing of the reason.

8. Employees are encouraged to review their individualized EPR data daily for the prior day, prior pay period or any time frame desired and do not need to wait on management to provide them data. Employees will notify management promptly if data is not accurate and if corrections cannot be made locally, management will refer to PA&I.
9. Management will provide the VBA Midterm Bargaining Team with any changes to the EPR tool which impact the working conditions of bargaining unit employees prior to the changes being made.
10. The parties agree to adhere to Article 27 of the Master Agreement, where it does not conflict with the VA Accountability Act (38 USC 714). There is currently litigation pending with the FLRA regarding the bargaining and implementation of this MOU.
11. In accordance with Article 47 of the Master Agreement, Local bargaining shall take place at individual facilities once this agreement is signed and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
12. 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.
13. 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
For the Agency


Paul H. Fleming
For AFGE/NVAC

01/10/18
Date