

Memorandum of Understanding
Performance Management System and Employee Recognition and Awards

The following constitutes a National Agreement between the Department of Veterans Affairs (VA) and the National Association of Government Employees, SEIU, AFL-CIO (NAGE/SEIU), regarding VA Directive and Handbook, Performance Management Systems, 5013 and VA Directive and Handbook, Employee Recognition and Awards, 5017.

Handbook 5013

1. The Deputy Assistant Secretary for Human Resources Management will consider data from a number of sources including national unions and will analyze and evaluate the overall effectiveness of VA's performance appraisal program and recommend modifications as necessary. When a national evaluation of the five level performance management program is done, NAGE will be given an opportunity to provide input including input from NAGE locals and will be provided the final results.
2. Employees and employee representatives will be encouraged and/or given the opportunity to provide input into the development and revision of performance plans
3. In Handbook 5013, Page I-1, Coverage add after employees. [(Note: Provisions of this policy apply to bargaining unit employees, unless provisions in applicable National Agreements or a National Memorandum of Understanding (MOU) provide otherwise.)]
4. In Handbook 5013, Page I-3a, 6 Planning Performance (2). The following sentence will be deleted "Unless an employee is working more than one position, he/she will normally not have more than one supervisor."
5. Employees shall be made aware of any weighting differences to the standards or elements when they are given their performance plan and when changes occur.
6. The performance plan including additional elements will be reviewed with the employee when it is issued.
7. In Handbook 5013, Page I-3c, 7 (2) delete "shall" and substitute "may."
8. Employees should be advised to keep records and notes related to their accomplishments during the appraisal period and encouraged to submit a voluntary self-assessment fifteen (15) days prior to the ending of the rating period that will also be considered in developing the employee's rating.

9. In accordance with 5 CFR Part 430, the absence of an established performance standard at a level other than Fully Successful shall not preclude a determination that performance is at that level.
10. In the handbook, Paragraph 8.e. will be deleted.
11. It is anticipated that extended time frames for employees other than those on Performance Improvement Plans will be rare and that they will not occur on a regular basis. Extended time frames and the justification will be shared with the union and employees. Extended time frames will normally not be more than 60 days.
12. The local union will be given the name of the facility Performance Awards Budget Officer.
13. In the Handbook 5013, Page I-4, 8, k. change last sentence to read, "If still dissatisfied, the employee may formally grieve the rating under the appropriate negotiated grievance procedure if applicable. (See VA Handbook 5013, Part I, paragraph 11)
13. In the Handbook 5013, Page I-4, 9, b delete "share the rating with" and substitute "provide a copy of the rating to."
14. The rater will give employees who transfer a copy of the completed performance summary rating when they transfer.
15. In the Handbook 5013, Page I-5, 9.g., begin the second to last sentence with: "A copy of this rating will be..."
16. In the Handbook 5013, Page I-14, 12.g. (2) (a), delete "20" and substitute "30."
17. When adding additional elements are developed they will be given to the employee in writing as part of the performance plan but will not be a part of the summary rating.
18. In the case where a change in rating cycle is being made in accordance with Handbook 5013, Part I, Paragraph 3c General Provisions for any purpose other than the implementation of a Performance Improvement Plan, the union will be notified in a timely manner at the national or local level as appropriate.
19. Employees will receive their written or otherwise recorded rating of record no later than 60 days following the end of the appraisal period. Delays beyond 60 days will be rare unless the employee is on a Performance Improvement Plan.

20. Performance awards will be based on an employee's rating of record. In addition, eligibility for Quality Step Increases and Special Advancement for Performance for Title 38 Hybrids will be based on an employee's rating of record.
21. Union officials will be allowed to attend local training given for employees.
22. In accordance with Article 30 of the NAGE Master Agreement, management acknowledges that Title 38 employees may grieve the failure to issue a proficiency by the due date in VA regulations.

Handbook 5017

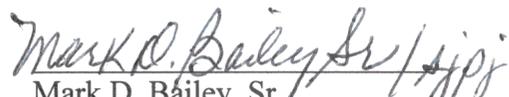
1. In accordance with Article 20 Section 2. D. of the NAGE Master Agreement, Management will provide an award recipient with written documentation that clearly articulates the specific reason that the employee received the award. During the two-year retention period, the employee may request an additional copy of the award documentation.
2. In Handbook 5017, Page I-B-3 paragraph 6.b. (2) add "Appendix A" before Part III.
3. In Handbook 5017, Page II-1, General Provisions, j. add to paragraph "For further information on awards see Section 4 c (3)."
4. Employees may earn royalties for inventions consistent with 38 U.S.C. 3710c and other applicable Federal laws.
5. In accordance with the NAGE Master Agreement, Article 20, Section 5. C (1), In the event no decision is made regarding adoption or non-adoption of a suggestion within 90 days of submission, the employee, upon request, will be given a written or oral status report. The employee may request 2 copies of a written report so they may give one to the Local Union.
6. Superior performance awards are based on an employee's annual performance appraisal rating of record. Employees who receive performance ratings of outstanding or excellent are eligible to receive a superior performance award. Employees who receive performance ratings of fully successful are eligible to receive a superior performance award if they receive an exceptional achievement level on at least one critical element. Management will determine the amount of money, if any, to be awarded to an eligible employee. The awards panel, as established in Article 20 Section 4 of the DVA/NAGE Master Agreement will recommend to the facility directors how funds for superior performance awards for NAGE Bargaining Unit Employees should be distributed i.e. use of percentages or monetary amounts.

Each facility will provide the NAGE Local, upon request and to the extent permitted by law, reasonably available data relating to awards monies provided to bargaining unit employees to help in the recommendation of a fair and impartial procedure for distributing superior performance awards/award monies. The union understands and agrees that data relating to a given year's awards may not be available until a later fiscal year, and further that the Privacy Act and other applicable laws limit the information that the Agency may provide under this provision.

7. An employee may inquire as to why he/she has not received a QSI with their supervisor. If unsatisfied with the response, the employee may grieve the decision.
8. The statement in the Note in Handbook 5017, page III-3 is not intended to discourage management from giving a QSI.
9. In establishing a productivity sharing or gainsharing program, organizations will involve the union and employees in the design and administration of the program to obtain employee buy-in and support of the initiative.
10. In the Handbook 5017, Page III-5, 5.b, first sentence, add "union" after "involvement of."
11. In the Handbook 5017, Page III-6, b, first sentence, add "union" after "involvement of."
12. In the Handbook 5017, Page III-7, g, first sentence, add "and contractual obligations" after "requirements."
13. Time off awards may be utilized in lieu of sick leave, annual leave, or family leave.
14. In accordance with Article 20, Section 4 of the NAGE Master Agreement, NAGE will have representation on the local awards panels.
15. Upon receipt, the appropriate management official at each facility shall provide a copy of this MOU to the local union President.



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