

MEMORANDUM OF UNDERSTANDING

The following constitutes an agreement between the Department of Veterans Affairs (VA) and the American Federation of Government Employees, AFL-CIO, National Veterans Affairs Council (NVAC) concerning the unfair labor practice, Department of Veterans Affairs and American Federation of Government Employees, AFL-CIO, Case No. WA-CA-12-0716.

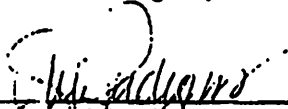
1. The parties agree to the use of a mediator to reach resolution of the issue of defining the disputed terms "direct patient care and services incident to direct patient care" and, based upon agreement of such terms, the inclusion/exclusion of particular positions for purposes of eligibility for Saturday Premium Pay.
2. The parties agree that the use of mediation for purposes of reaching resolution will be completed by no later than sixty (60) days from the first scheduled mediation session. The parties, by mutual agreement in writing, may extend the time frame.
3. The parties agree that if resolution cannot be reached through mediation within sixty (60) days of the first scheduled mediation session, all matters still in dispute will be presented to Arbitrator Don Wasserman for final resolution of the matter.
4. In exchange for the Agency's agreement to this MOU, the Union agrees to withdraw the unfair labor practice charge in Case No. WA-CA-12-0716



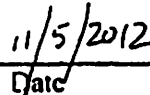
Kim McLeod, Office of General Counsel
For the Agency



Date



Ami Pendergrass, Attorney, NVAC
For the Union



Date

The Agency and the Union agree that the definitions agreed to by the parties for the terms are to be used solely for the resolution of FMCS Case No. 04-53970-A ("Saturday Premium Pay National Grievance") and that they are not precedential with respect to any other matters or grievances involving the parties and shall not be cited as such by either party in any other grievance or any other forum; provided, however, that the Union does not waive its right to seek enforcement of the 2007 award or of this agreement, and that nothing shall prohibit the Union or an affected individual from seeking to enforce the agreed-upon definitions in this case or in any proceeding concerning entitlement to Saturday Premium Pay.

Direct patient-care services – duties that involve the provision of care to a patient, such as patient monitoring, the provision of routine or life-saving diagnoses or treatments, counseling, prevention, follow-up, facilitating self-care, patient education, or the administration of medication.

Services incident to direct patient-care services – duties that are necessary for the effective provision of direct patient-care services to a patient.

AGREED:

Agency

James A. Malen
d r
Kevin

12/19/2012
DATE

Union

W. Hartman
Steve Johnson
Andrew M. [Signature]

12.19.12
DATE

FMCS CASE NO. 04-53970-A
Agreement of January 25, 2013

Pursuant to the parties' continuing efforts to implement and resolve FMCS Case No. 04-53970-A ("Saturday Premium Pay National Grievance") and in accordance with the parties' December 19, 2012, agreement as to definitions for the terms "Direct patient-care services" and "Services incident to direct patient-care services," the Agency ("VA") and the Union ("NVAC") agree regarding entitlement to Saturday premium pay for the occupational series/titles listed in the attached exhibits, which are incorporated herein by reference.

Specifically, the VA agrees that the occupational series/titles listed in Exhibit A are entitled to Saturday premium pay. The NVAC agrees that the occupational series/titles listed in Exhibit B are not entitled to Saturday premium pay. The parties further agree that neither party waives any arguments or claims with regard to occupational series/titles not included on the attached Exhibits A and B.

AGREED:

Agency

John A. Malin

A. C.

Devine

1/25/13
Date

Union

[Signature]

[Signature]

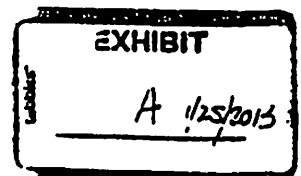
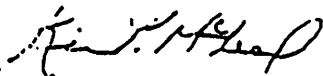
1/25/2013

1/25/2013
Date

Occupational Series/Description/Pay Plan

- 1) 80/2/GS - Security Officer
- 2) 31/3/GS - Firefighter (BLS/HM)
- 3) 31/4/GS - Firefighter (Struc)
- 4) 31/5/GS - Firefighter (Haz Mat)
- 5) 31/7/GS - Firefighter (Parame)
- 6) 33/2/GS - Detective
- 7) 33/3/GS - Police Officer (INS)
- 8) 33/5/GS - Police Officer
- 9) 35/4/GS - Security Guard
- 10) 86/1/GS - Security Clerk
- 11) 86/2/GS - Security Assistant
- 12) 86/4/GS - Security Assistant
- 13) 301/68/GS - Patient Representative
- 14) 303/3/GS - Medical Admin Assistant
- 15) 303/4/GS - Domiciliary Assistant
- 16) 303/16/GS - Medical Data Clerk
- 17) 303/19/GS - Medical Data Clerk
- 18) 303/45/GS - Medical Data Clerk
- 19) 350/9/GS - X-Ray Film Proc Equ
- 20) 3566/10/WG - Housekeeping Aid
- 21) 3566/10/WL - Housekeeping Aid
- 22) 3566/30/WG - Housekeeping Aid TR
- 23) 3566/30/WL - Housekeeping Aid TR
- 24) 3566/40/WG - Housekeeping Storeroom
- 25) 3566/60/WL - Housekeeping Aid (L)
- 26) 4805/10/WG - Medical Equipment RE
- 27) 4805/10/WL - Medical Equipment RE
- 28) 4805/20/WG - Medical Equipment W
- 29) 7304/10/WG - Laundry Worker
- 30) 7304/10/WL - Laundry Worker
- 31) 7305/50/WG - Laundry Machine Operator
- 32) 7305/50/WL - Laundry Machine Operator
- 33) 7305/60/WG - Laundry Machine OP (MT)
- 34) 7404/20/WG - Cook
- 35) 7404/20/WL - Cook
- 36) 7408/10/WG - Food Service Worker
- 37) 7408/10/WL - Food Service Worker
- 38) 7408/20/WG - Food & Sanitation W
- 39) 7408/20/WL - Food & Sanitation W

January 16, 2013 -



Ineligible Occupational Series/Description/Pay Plan (As described in the Most Recent Coded Position List (February 2011)):

0080 05 Security Specialist (Auto Info)
0080 07 Security Officers (Auto Info)
0080 08 Physical Security
0081 08 Fire Protection Inspector
0019 02 Safety Technician
0342 03 Support Services Sp
0342 10 Support Services Su
2102 Series Transportation Clerks and Assistants
0301 04 Community Resources
0301 12 Administrative Services
0301 27 Health Care Facilities Specialists
0301 28 Medical Administrative Specialist
0301 33 Consumer Affairs Specialist
0301 38 Emergency Management Secretary
0301 41 Emergency Management Specialist
0301 42 Readiness Operator Specialist
0301 67 Voluntary Services Specialist
0301 69 Health Care Facilities Officer
0301 83 Special Assistant
0301 91 Voluntary Services
0301 93 Program Specialist
0302 02 Messenger
0302 05 Messenger (M Veh OP)
0356 04 Data Transcriber
0530 02 Cashier
1701 Series Health Care Education Specialists, Officers, Learning Resources
1702 Series Education Technicians, Training Technicians
1710 Series Education Program Assistants, Education Specialists
1712 Series Training Administration
1720 Educational Program
1740 Education Services
1750 Instruction System
1314 Series Instrument Makers, Instrument Mechanics
1007 Series Materials Handlers, Warehouse Worker
11 Student Trainee positions - 0199 to 2299

January 25, 2013

Exhibit B
1/25/2013

FMCS CASE NO. 04-53970-A
Agreement of February 27, 2013

Pursuant to the parties' continuing efforts to implement and resolve FMCS Case No. 04-53970-A ("Saturday Premium Pay National Grievance") and in accordance with the parties' December 19, 2012, agreement as to definitions for the terms "Direct patient-care services" and "Services Incident to direct patient-care services," and the parties' agreement of January 25, 2013, concerning entitlement to Saturday premium pay, the Agency ("VA") and the Union ("NVAC") agree regarding entitlement to Saturday premium pay for the occupational series/titles identified in lists A and B of this agreement.

Specifically, the VA agrees that the occupational series/titles identified in List A are entitled to Saturday premium pay. The NVAC agrees that the occupational series/titles identified in List B are not entitled to Saturday premium pay. The parties further agree that neither party waives any arguments or claims with regard to the entitlement of occupational series/titles not included on lists A and B of this agreement.

LIST A

5406, WG and WL, Utility Systems Operator, Operator Leader, and Energy Plant Operator/Leader

4742, WG, Utility Systems Repairer-Operator

5415, WG and WL, Air Conditioning Equipment Operator, and Operator Leader/Lead Air Conditioning Equipment Operator

5309, WG, Boiler Plant Equipment Mechanic

5402, WG and WL, Boiler Plant Operator and Lead Boiler Plant Operator

Attachment 4

LIST B

4804, WG, Locksmith and Locksmith Worker

5026, WG, Pest Controller and Pest Control Worker

5317, WG, Laundry Equipment Repairer

5364, WG, Door Systems Mechanic

5313, WG, Elevator Mechanic

6913, WG, Hazardous Waste Disposer

AGREED:

Agency

John P. Miller

di

Ken

2-27-2013
Date

Union

[Signature]

UAW Westmore

[Signature]

2/27/13
Date

FMCS CASE NO. 04-53970-A
Agreement of March 18, 2013

Pursuant to the parties' continuing efforts to implement and resolve FMCS Case No. 04-53970-A ("Saturday Premium Pay National Grievance") and in accordance with the parties' December 19, 2012, agreement as to definitions for the terms "Direct patient-care services" and "Services incident to direct patient-care services," and the parties' agreement of January 25, 2013 and February 27, 2013, concerning entitlement to Saturday premium pay, the Agency ("VA") and the Union ("NVAC") agree regarding entitlement to Saturday premium pay for the occupational series/titles identified in lists A and B of this agreement.

Specifically, the VA agrees that the occupational series/titles identified in List A are entitled to Saturday premium pay. The NVAC agrees that the occupational series/titles identified in List B are not entitled to Saturday premium pay. The parties further agree that neither party waives any arguments or claims with regard to the entitlement of occupational series/titles not included on lists A and B of this agreement.

LIST A

5703. WG. Motor Vehicle Operator

4801. WG. Lead Equipment Servicer (Wheelchair Repair)

5306. WG. Air Conditioning Equipment Mechanic and Air Conditioning Equipment Mechanic Leader

1046. GS. Clerk Translator

1001. GS. Interpreter

Attachment 5

LIST B

2003, GS, Supervisory Supply Management Specialist; 2005, GS, Supply Clerk (Typing); 2005, GS, Supply Technician; 2005, GS, Supply Clerk; 2001, GS, Supervisory General Supply Specialist; 2010, GS, Inventory Management Specialist

3502, WG, Laborer

2604, WG Electronics Mechanics (Industrial Controls); 2606, WG, Electronic Industrial Controls Mechanic; Electronic; 2608, WG, Digital Computer Mechanic; 2604, WG, Electronics Mechanic Helper; 2604, WG, Electronics Worker; 2604, WG, Electronics Mechanic; 2606, WL, Electronic Industrial Controls Mechanic Leader

1102, GS, Contract Specialist; 1102, GS, Contract Administrator

4206, WG, Plumber; 4206, WG, Plumber Helper; 4206, WG, Plumbing Worker

4749, WG, Maintenance Worker; 4749, WG, Maintenance Helper; 4749, WG, Maintenance Inspector; 4749, WL, Maintenance Mechanic Leader

2805, WG, Electrical Worker; 2805, WG, Electrician; 2854, WG, Electrical Equipment Repairer; 2810, WG, High Voltage Electrician; 2805, WL, Electrical Leader

AGREED:

Agency

Union

John A. Mulla

John A. Mulla

[Signature]

[Signature]

[Signature]

[Signature]

1/12/13
Date

1/12/13
Date

FMCS CASE NO. 04-53970-A

Agreement of May 31, 2013

Pursuant to the parties' continuing efforts to implement and resolve FMCS Case No. 04-53970-A ("Saturday Premium Pay National Grievance") and in accordance with the parties' December 19, 2012, agreement as to definitions for the terms "Direct patient-care services" and "Services incident to direct patient-care services," and the parties' agreements of January 25, 2013, February 27, 2013, and March 18, 2013, concerning entitlement to Saturday premium pay, the Agency ("VA") and the Union ("NVAC") agree regarding entitlement to Saturday premium pay for the occupational series/titles identified in lists A and B of this agreement.

Specifically, the VA agrees that the occupational series/titles identified in List A are entitled to Saturday premium pay. The NVAC agrees that the occupational series/titles identified in List B are not entitled to Saturday premium pay. The parties further agree that neither party waives any arguments or claims with regard to the entitlement of occupational series/titles not included on lists A and B of this agreement.

LIST A

- | | |
|----------|--------------------------------|
| 3511, GS | Laboratory Workers |
| 394, GS | Dispatcher/Communication Clerk |

LIST B

- | | |
|--------------------------------|-----------------------|
| 0390, 0391, 0392, and 2502, GS | Telecommunications |
| 503 and 530, GS | Cashier, Lead Cashier |
| 0998, GS | Claims Assistant |

AGREED:

Agency

Kell

5/31/13

 Date

Union

HA Letmore

5/31/2013

 Date

FMCS CASE NO. 04-53970-A

Agreement of May 6, 2014

Pursuant to the parties continuing efforts to implement and resolve FMCS Case No. 04-53970-A ("Saturday Premium Pay National Grievance") and in accordance with the parties' December 19, 2012, agreement as to definitions for the terms "Direct patient-care services" and "Services Incident to direct patient-care services," and the parties' agreement of January 25, 2013, February 27, 2013, March 18, 2013, and May 31, 2013, concerning entitlement to Saturday premium pay, the Agency ("VA") and the Union ("NVAC") agree regarding entitlement to Saturday premium pay for the occupational series/titles identified in lists A and B of this agreement.

Specifically, the VA and the NVAC have not reached agreement on the occupational series/titles identified in List A. These employees may utilize the agreed upon Dispute Resolution Procedure. The NVAC agrees that the occupational series/titles identified in List B are not entitled to Saturday premium pay. The parties further agree that neither party waives any arguments or claims with regard to the entitlement of occupational series/titles not included on lists A and B of this agreement.

LIST A

LIST B

0318-05, GS, Secretary

0318-05, GS, Medical Clerk

0305-04, GS, File Clerk

0301-12, GS, Community Resource Officer

0301-11, GS, Program Specialist

0305-04, GS, Medical Clerk

0322-04, GS, Clerk/Typist

0340-13, GS, Program Specialist

AGREED:

For the VA:

For the NVAC:

Becc
Jan C. Smith

Judith Galat
Jan R. [Signature]

5/06/2014

5/6/14

Date

Date

**Revision of Dispute Resolution Procedure
Saturday Premium Pay Agreement**

1. **Human Resources and the Local AFGE Union (Local team) will resolve disputes involving a Title 5 employee:**
 - a. **who performs in an occupation not previously determined to be ineligible under the terms of the Settlement Agreement and who perform duties that meet the criteria of direct patient care or indirect patient care as defined in the Settlement Agreement; or**
 - b. **who has been assigned a position description which has been determined to be ineligible under the terms of the Settlement Agreement but where the employee can show that he or she actually performs the duties of a different position which has been determined to be eligible for Saturday premium pay under the terms of the Settlement Agreement; and who performs duties that meet the criteria of direct patient care or indirect patient care as defined in the Settlement Agreement.**

2. **Employees who are covered by 1(a), or (b) above may submit their contentions to the Local team within 60 days of the time when they reasonably should have known that they were not entitled to Saturday Premium Pay. The contentions should state the factual detail that supports the employee's belief that they provide care to patients that meets the criteria of direct or indirect patient care, and include:**
 - a. **Name and current contact information including email contact and local telephone number;**
 - b. **Position title and grade;**
 - c. **Official duty station;**
 - d. **Dates that the position at issue was occupied;**
 - e. **A brief description of what duties are actually performed that the employee contends meet the criteria of direct or indirect patient care;**
 - f. **A position description (optional).**

3. **The date of receipt of an employee's contentions by either HR or the Local AFGE Union shall be noted and members of the Local team will be provided copies of the contentions. The Local team will convene to consider the contentions within 30 days of receipt. If the initial contentions package does not include all information the Local team determines is necessary to render a decision, the Local**

team shall notify the employee and describe with specificity what information is required and provide the employee a reasonably sufficient time to obtain and submit the requested information. The Local team will require that the employee provide the requested information within a period sufficient for the Local team to render a decision within 120 days of the first meeting of the Local team on the employee's contentions.

4. The Local team shall render a decision stating whether the employee is entitled to receive Saturday Premium Pay. Upon request by the employee, the local Union or the local HR, the Local team will submit the contentions package along with a statement regarding why the decision is being referred to the National Problem Solving Team (NPST). Any request for consideration by the NPST must be made within 14 days of the expiration of the 120 period from the date of receipt of the initial contentions package.

5. The NPST shall be established to provide a decision on matters presented from a Local Team. The NPST shall consist of no more than three members selected by the VA and no more than three members selected by AFGE. All information shall be forwarded to the NPST for review and the NPST reserves the right to request additional information to be provided by an employee, a local HR or a local Union before rendering a decision. The NPST shall convene within 30 days of the receipt of a referral.

6. The NPST shall provide a decision on the employee's entitlement to Saturday Premium Pay within 240 days of receipt from a Local Team. The decision will be conveyed to the Local Team and the subject employee within one week of the date of the decision. Upon receipt of a NPST decision that holds that the employee is not entitled to Saturday Premium Pay, the local Union may seek to arbitrate the matter pursuant to the applicable Master Agreement Between the Department of Veterans Affairs and AFGE.

7. Both the Local Team and the NPST shall review submissions against the agreed upon definitions and agreements describing the included and excluded positions to determine whether an employee is entitled to Saturday Premium Pay.

8. If there are no active issues before the NPST during the first 2 years after its first meeting, the the NPST will only reconvene by mutual agreement. Any issues that arise after two years from the execution of the final settlement agreement may be pursued under the negotiated grievance procedure included in the applicable Master Agreement between the Department of Veterans Affairs and AFGE.

9. If any of the time limits contained within this procedure are not met, they may be extended with a showing of good cause. If necessary, a determination of good cause will be made by a third-party.

10. This Dispute Resolution Procedure supercedes the May 6, 2014 Dispute Resolution Process agreement.

For the Union

For the Agency

Judith Galat 11/25/15

Kell

Jan R. Alay

11/23/2015
Date

12/16/2015
Date