

Education Division Memorandum of Understanding

Mandatory Overtime 2021

The purpose of this memorandum is to address the urgent need to reduce the pending education claim inventory by utilizing Senior Veteran Claims Examiners, Veteran Claims Examiners with single signature, Program Support Assistants, Program Support Clerks, Upstream employees, Education Case Managers, and any new bargaining unit positions employed in FY2021.

1. The mandatory overtime is designed to meet emergent needs. This memorandum is in effect for all mandatory overtime scheduled through the end of FY2021, which ends on September 30, 2021. Should management want to extend or re-implement mandatory overtime beyond FY 2021, the union will be informed, and the parties will revisit this MOU.
2. Management will be flexible in providing an optimum range of available hours, to include, but not limited to, expanded office hours to assist employees in choosing the dates they are able to work to meet the required overtime hours. When practicable, and provided mandatory overtime funding is available, management will inform employees of available mandatory overtime hours on a monthly basis. When employees select the day(s) to work, the minimum amount of overtime that can be worked must be in increments of one (1) hour on weekdays, and three (3) hours on weekends or compressed days. From Monday through Friday, overtime hours must be worked before or after the employee's tour of duty during the hours between 6 a.m. and 5:30 p.m., unless office hours are expanded.
3. Mandatory overtime shall not be in excess of 20 hours per month per employee.
4. If an employee wants to work more than the mandated overtime hours, then the employee may request to do so. If management does not grant the request, the employee should be provided an explanation so the employee may understand what the basis for the denial is. If the employee wants the denial in writing, the employee must provide a written request for voluntary overtime, in excess of that mandated at the facility.
5. Employees shall be premium pay in addition to the overtime compensation in accordance with applicable regulations. Employees on compressed schedules who request to work more than 10-hour days will be permitted to do so provided the Regional Processing Office hours of operation can accommodate the request. Otherwise, employees may work on their compressed day, during the hours from 6:00 a.m. to 5:30 p.m.

6. Employees who take 40 hours of consecutive approved leave during a month are entitled to a prorated amount of 15 hours mandatory overtime. Pro-rating will be done in increments of 5 hours for every 40 hours of leave used. Leave usage under 40 hours will not be pro-rated. (For example, 40 hours of approved leave taken in September would prorate the minimum mandatory overtime to 15 hours.)
7. Employees take any amount of scheduled or no more than two hours unscheduled leave and work up to two hours of daily overtime that same day based on an eight-hour workday (up to one hour based on a nine-hour workday). This does, however, allow for employees to take an unscheduled day off and still work on Saturday and/or Sunday.
8. Employees may bank up to 10 hours worked in a month for the following month. (Example: Employee may work 30 hours in August and apply 10 of those hours to September.)
9. Employees are responsible for making sure the mandatory minimum hours are met each month. Credit hours can be worked toward the requirement once 50% of the mandatory per person hours have been reached. (Example: The minimum requirement is 20 hours for the month of August. An employee must work 10 hours of paid overtime hours before they can work any credit hours to count toward their individual goal. Credit hours can then be used per the terms of the contract at that point.)
10. Employee may “flex” during overtime. An employee cannot flex if it would go over the overtime shift; however, if the employee will be more than 15 minutes late for overtime, the employee must notify the supervisor in charge within two hours of the beginning of their tour, as this constitutes a shift change.
11. All leave requests submitted after mandatory overtime begins will be treated in accordance with the Master Agreement.
12. On a case by case basis, management will review employees' requests to be excused from mandatory overtime for hardship reasons. Examples of hard ships may include factors such as transportation limitations, biopsychosocial problems, educational commitments, family needs, and medical conditions. Employees will request hardship waivers in writing, and responses from management will be returned in writing and include reasons for any denial, provided the employee states their reason(s) in writing. When a hardship request is denied, employees will be informed of their right to seek union representation. Upon request, the local union will be provided with the number of and reason(s) for denials.
13. Medical certification required to support exclusion from mandatory overtime based on any hardship request, will be limited to medical documentation from

the employee's medical provider stating that the employee is unable to participate in mandatory overtime. However, nothing in this provision will conflict with the statutory obligation to conform to the reasonable accommodation process. If the exclusion is for a medical condition, renewal will be annually or prior to expiration of the period covered by the medical documentation.

14. Employees on official travel or extended leave will have their required mandatory overtime requirement prorated as follows: for the month in which the employee is on official travel or extended leave, the employee's mandatory overtime requirement will be reduced by one hour for each workday on official travel or extended leave. Mitigating circumstances will be considered on a case by case basis.
15. Management will not hold employees accountable for factors or extenuating circumstances that affect performance and are beyond the employees' control.
16. After implementation, if either party is made aware of issues that may 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 to the extent required by statute.
17. Consistent with the procedures set forth in the Master Agreement, local bargaining shall take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.

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08/25/2020

Date