

Sidebar Agreements to 2011 MCBA

Section I(A)(4) of the VA/NVAC Global Settlement Agreement, dated July 20, 2021, included five “sidebar agreements” revising certain provisions in the 2011 Master Agreement. Section I(A)(4) is reproduced below for your reference.

- (4) **Sidebar Agreements:** The Parties agree to delete, as reflected by the stricken language, or edit, as reflected by the non-stricken language, the following provisions from the 2011 Agreement which will take effect on the effective date of this Settlement Agreement:
- A. Article 36, Section 3 – Special Payments (“Whenever a Department error results in the failure of an employee to receive less than 90% of their basic pay and allowances, Special pay can be authorized upon request from the employee or local payroll office. Corrective actions should begin immediately upon identification of the pay affecting error. Special pay authorizations can only be submitted upon completion of the corrective action(s). The processing of Special pay requests is made by VA's payroll provider and normally take 3-5 business days. Special payments will be made in the same form normally issued to an employee (i.e., EFT or check) or in other forms of payment. On an annual basis, the Department shall provide the Union with a report of AFGE bargaining unit employees who received authorizations for Special pay due to an employee receiving less than 90% of the basic pay and allowances.”)
 - B. Article 61, Section 1 – General (“All Title 38 bargaining unit positions will be announced facilitywide with posting and/or distribution a proper subject for local bargaining. If facilities are consolidated, positions will be posted at each geographic location. These announcements must be readily available for review by employees. ~~The posting/application period will run for a minimum of 14 calendar days.~~”)
 - C. Article 35, Section 10 – Leave Without Pay, Para F.(2) (“When requested by a reservist or National Guard member for military duties, ~~in accordance with appropriate military orders and/or documentation.~~ employees may request such leave after their military leave has been exhausted (38 USC 4316(d)”);
 - D. Article 35, Section 13 – Military Leave, Para B. (“Full-time permanent and part-time permanent employers who are members of the National Guard or the Armed Forces Reserves are entitled to 15 calendar days of regular military training leave in a fiscal year for active duty or inactive duty for training.”)
 - E. Article 21, Section 2 – Work Schedule Options (AWS and Credit Hours), Para G.(3) Miscellaneous (“The parties understand and agree that Credit Hours for FWS are initiated by the employee, subject to approval by the supervisor. In contrast, the parties understand and agree that overtime and compensatory time (with the exception of religious compensatory time) are initiated by the Department. Flextime will be requested and bargained locally.”)