

**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**

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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

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Jim R. Alay

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11/23/2015  
Date

12/16/2015  
Date