

American Federation of Government)	
Employees, National Veterans)	
Council,)	
)	
Union,)	
)	
and)	
)	FMCS Case No. 04-53970-A
United States Department of)	
Veterans Affairs)	
)	
Agent.)	

Saturday Premium Pay Agreement on Back Pay

1. This Agreement is between the Department of Veterans Affairs (VA) and the American Federation of Government Employees National Veterans Affairs Council (Union). The Agreement applies to employees and former employees of the VA consolidated bargaining unit represented by the American Federation of Employees. The VA will pay back pay to current employees and at the same time provide them with a notice explaining the payment. The back pay with interest, pursuant to the Back Pay Act, will be paid from the period starting January 11, 2004, to the date that an employee started receiving Saturday premium pay prospectively or, if the employee has not yet received Saturday premium pay, to the present. In lieu of calculating the interest due for each pay period, the VA will add an additional 30% to the total amount of back pay due to each claimant. The notice about back pay, including instructions to claimants about the payment process, and appeal procedure, will be provided by mail to employees' home addresses. The notice will explain that taxes and other deductions have been withheld from the back pay payment. The notice will direct employees to contact their local payroll office if they have questions or disagreements about the amount of the payment.

2. Within 45 days after the execution of this agreement, the VA will provide AFGE with a list of the names, job titles and station codes of all current and former employees in AFGE bargaining units who have worked or are currently working in the occupations which are entitled to compensation under this agreement for the time period from January 11, 2004 to the present. After the VA begins paying claimants, the VA will provide AFGE with a list of names, job titles and station codes of the employees or former employees in AFGE bargaining units who have been paid and the amount that they have been paid on a bi-weekly basis.

3. **Current employees will have 45 days from the date of the receipt of the notice to dispute the amount of the back pay payment by contacting their local payroll office. The employee has 14 days from the date that he or she receives a written response from the local payroll office to contact his or her local union about the matter. If the union is not satisfied with the response of the local payroll office, the local union may file a grievance using the procedures in the Master Agreement and the grievance may proceed to arbitration.**
4. **The VA agrees to begin making payments to claimants within approximately nine months after the date of execution of this agreement.**
5. **The parties agree that employees who worked on a tour of duty, which includes Saturdays at an Integrated Health Care facility, will receive Saturday premium pay proportionate to the work performing services incident to direct patient-care services.**
6. **The VA agrees to provide back pay to former employees who were entitled to Saturday premium pay, including employees occupying a position, occupational series, or title that was converted to Hybrid Title 38 GS 679 Series, from January 11, 2004, up to the date that the claimant ceased working for the VA.**
7. **The VA will mail, return receipt requested, a notice explaining the reason for the payment and a verification of address form to former employees. The VA will send out the notice with the amount of the back pay payment and instructions to claimants about the back pay process and appeal procedure after the VA receives the address verification form from the former employee.**
8. **Former employees will have 45 days from the date of the receipt of the notice of the amount of back pay to dispute the amount of the back pay payment by contacting the local payroll office that provided payroll services when the former employee was last employed by the VA. The former employee has 14 days from the date that he or she receives the written response from the local payroll office to contact the local union at the last location where the former employee was employed by the VA about the matter. If the union is not satisfied with the response of the local payroll office, the local union may file a grievance using the procedures in the Master Agreement and the grievance may proceed to arbitration.**
9. **If the VA is contacted by the heirs or legal representative of the estate of a former employee who is entitled to back pay the VA will notify the heir or legal representative of the amount of back pay that the deceased former employee was entitled to. The heir or legal representative shall have 45 days from the date of the VA's notification to dispute the amount of the back pay payment by contacting the local payroll office that provided payroll services when the former employee was last employed by the VA. The heir or legal representative shall have 14 days from the date that he or she receives the written response from the local payroll office to**

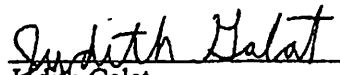
contact the local union at the last location where the former employee was employed by the VA about the matter. If the union is not satisfied with the response of the local payroll office, the local union may file a grievance using the procedures in the Master Agreement and the grievance may proceed to arbitration.


10. The VA will provide the Union with a list of the former AFGE bargaining unit employees for whom notices were returned or for whom the VA does not have an address. The Union will notify the VA if it is able to locate current contact information for these former bargaining unit employees.
11. A former employee or legal representative or heir of a deceased former employee who believes that he or she should have received payment for Saturday premium pay and did not receive notification will have six months from the date that notices were mailed out to former employees to file a claim asserting that he or she is entitled to payment. Claims should be made to the local payroll office that provided payroll services when the former employee was last employed by the VA.
12. The following documents, which were negotiated by the parties in mediation are hereby incorporated into this agreement:
 - Attachment 1: Memoranda of Understanding (MOU) agreeing to mediation;
 - Attachment 2: MOU dated 12/19/12, defining terms "direct patient-care services" and "incident to direct patient-care services";
 - Attachment 3: MOU dated 1/25/13, concerning occupational series entitled to and not entitled to Saturday premium pay;
 - Attachment 4: MOU dated 2/27/13, concerning occupational series entitled to and not entitled to Saturday premium pay;
 - Attachment 5: MOU dated 3/18/13, concerning occupational series entitled to and not entitled to Saturday premium pay;
 - Attachment 6: MOU dated 5/31/13, concerning occupational series entitled to and not entitled to Saturday premium pay;
 - Attachment 7: MOU dated 5/06/14, concerning occupational series entitled to and not entitled to Saturday premium pay;
 - Attachment 8: MOU dated 12/16/15, concerning Saturday Premium Pay Grievance Dispute Resolution Procedure;
 - Attachment 9: MOU dated 9/30/14, concerning employees occupying a position that was converted to the Hybrid Title 38 GS 679 Series.
13. The parties agree that the Grievance Dispute Resolution Procedure (Attachment 8) will go into effect 60 days after the date of execution of this agreement. This means that the earliest date that the earliest deadline for an employee to submit a concern to the local team is 120 days after the date of execution of this agreement.


14. Disputes concerning compliance with this Settlement Agreement may be presented to Arbitrator Don Wasserman for final resolution of the matter.
15. The VA agrees to pay the Union attorney fees in the amount of \$252,157.77.

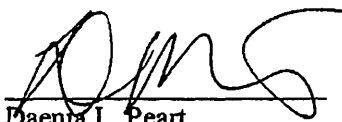
For the Union

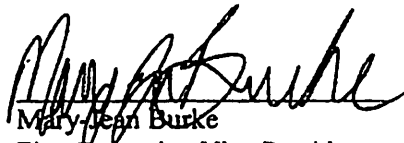
For the Agency


Judith Galat
Assistant General Counsel, OGC
on behalf of
National VA Council


Kimberly P. McLeod
Acting Executive Director, LMR


David Cox
National President, AFGE
on behalf of
National VA Council


Daena L. Peart
Staff Attorney, OGC


Mary Jean Burke
First Executive Vice President
Chair, Grievance and Arbitration Committee
on behalf of
National VA Council

October 14, 2016
Date

Oct. 31, 2016
Date