

MEMORANDUM OF UNDERSTANDING

The following constitutes agreement between the Veterans Benefits Administration (VBA) and the American Federation of Government Employees AFL-CIO National VA Council #53 (NVAC). The purpose of this agreement is to address the urgent need to reduce the pending disability claims backlog by utilizing Veterans Service Representatives and Rating Veterans Service Representatives.

1. The mandatory overtime is designed to meet the emergent needs to reduce the backlog. This agreement is in effect for all mandatory overtime scheduled during FY 2011. Should management extend or re-implement mandatory OT beyond FY 2011, the union will be informed and the parties will adhere to 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.
3. Management will take into consideration employees' requests to work compensatory time in lieu of premium pay as covered by Article 21 of the Master Agreement.
4. Management will adhere to the provisions of Article 35 regarding leave requests when making mandatory overtime decisions.
5. Employees on compressed schedules that request to work more than 10 hour days will be permitted to do so provided they are not eligible for differential pay, and the Regional Office hours of operation can accommodate the request.
6. All leave requests submitted after mandatory overtime begins will be treated in accordance with the Master Agreement.
7. Management will review on a case-by-case basis employees' requests to be excused from mandatory overtime for hardship reasons. Examples of hardships may include factors such as 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.
8. Management will comply with Article 21 of the Master Agreement.
9. Employees at stations with second shifts will have workstations available to complete the mandatory overtime.

10. If an employee previously signed up for mandatory overtime and is prohibited from working due to an unscheduled office decision, e.g., office closure, power outage, etc., then management agrees to deduct the same number of hours from the mandatory monthly requirement. In the event an employee desires to make up these mandatory hours, management will be flexible in providing make-up opportunities.

11. The parties may negotiate locally on this subject provided they do not conflict, interfere with, or impair the implementation of this MOU and the Master Agreement.

12. Management will provide copies of this MOU to all local presidents.


For Management


For NVAC

6/30/2011
Date