

MEMORANDUM OF UNDERSTANDING
MANDATORY OVERTIME

The following constitutes an agreement between the Department of Veterans Affairs, Veterans Benefits Administration (Agency) and the American Federation of Government Employees (AFGE), 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, Rating Veterans Service Representatives, Decision Review Officers, Quality Review Specialist, Claims Assistants and File Clerks. Any expansion of mandatory overtime beyond the positions listed above will be communicated to AFGE timely, prior to expansion.

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 through the end of FY2016, which ends on September 30, 2016. Should management want to extend or re-implement mandatory OT beyond FY 2016, 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 two (2) 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 of 6 a.m. to 6 p.m., unless office hours are expanded.
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 when making mandatory overtime decisions.
5. Employees shall be paid differential and premium pay in addition to the overtime compensation in accordance with applicable regulations. Employees on compressed schedules that request to work more than 10 hour days will be permitted to do so provided the Regional Office hours of operation can accommodate the request. Otherwise, employees may work on their compressed day, from 6:00 a.m. to 6:00 p.m.

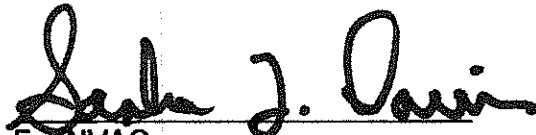
6. Employees may request four "flex" weeks in which they do not have to work overtime to accommodate family, vacation, etc. This will be managed in accordance with operational needs. The employee's monthly overtime requirement will be prorated accordingly when this "flex" period option is utilized.
7. All leave requests submitted after mandatory overtime begins will be treated in accordance with the Master Agreement.
8. Management will review on case-by-case basis employees' requests to be excused from mandatory overtime for hardship reasons. Examples of hardships 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 for denials.
9. 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 should the medical condition and requested accommodation rise to that level. If the exclusion is for a medical condition, renewal will be annually or prior to expiration of the period covered by the medical documentation.
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 requirement. In the event an employee desires to make up these mandatory hours, management will be flexible in providing make-up opportunities.
11. All employees on Performance Improvement Plans (PIPs) are excluded from this policy.
12. Employees on official travel or extended leave will have their monthly 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 work day on official travel or extended leave. Mitigating circumstances will be considered on a case by case basis.
13. In accordance with Article 47 of 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.

14. If after implementation either party is made aware of issues that may adversely 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.

15. Management will provide copies of the MOU to all local presidents.



For Management



For NVAC

01/05/15
Date