

# MEMORANDUM OF UNDERSTANDING

## Education Service Mandatory Overtime—FY2020

The following constitutes an agreement between the Department of Veterans Affairs, Veterans Benefits Administration (VBA) and the American Federation of Government Employees (AFGE), AFL-CIO National VA Council (NVAC) #53, (Union) regarding Education Service Mandatory Overtime for Fiscal Year 2020 as it applies to Senior Veteran Claims Examiners, Veteran Claims Examiners with single signature, Program Support Assistants, Program Support Clerks, Upstream employees, Education Case Managers, Education Training & Quality Specialist and Senior Veterans Claims Examiner (LEAD). 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 emergent needs. This agreement is in effect for all mandatory overtime scheduled on or after October 1, 2019 through the end of FY2020, which ends on September 30, 2020. Should management want to extend or reimplement mandatory OT beyond FY 2020, 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 between 6 a.m. and 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 the Master Agreement.
4. Management will adhere to the provisions of the Master Agreement regarding leave when making mandatory overtime decisions.
5. Mandatory overtime shall not be in excess of 20 hours per month per employee.
6. If an employee wants to work more than the mandated overtime hours, then the employee may request to do so. If Management does not grant the request, the employee should be provided an explanation so the employee may understand what the basis for the denial is.

If the employee wants the denial in writing, the employee must provide a written request for voluntary overtime, in excess of that mandated at the facility.

7. Employees shall receive premium pay in accordance with applicable regulations. Employees on compressed schedules who 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, during the local hours of operation.
8. Employees may request four 'flex' weeks in which they do not have to work overtime to accommodate family, vacation, etc. These flex weeks will be available for the employee to use until the end of FY 2020. This will be managed in accordance with valid operational needs. The employee's monthly overtime requirement will be prorated accordingly when this 'flex' period is utilized. All leave will also be honored in accordance with the Master Agreement. No employee will be required to forfeit leave due to mandatory overtime requirements.
9. Employees tasked to perform work tasks on overtime that they do not get credit for will not have that period of overtime calculated in the production element of their performance standard. Any time an employee is working on something assigned by Management that is not creditable by their standard, excluded time will be used.
10. Local Management will provide employees with notice as early as possible, prior to cancelling mandatory overtime. Management will strive to announce the following month's mandatory overtime by the 15th of the current month.
11. All leave requests submitted after mandatory overtime begins will be treated in accordance with the Master Agreement.
12. On a case by case basis, Management will review 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(s) for denials.
13. 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. If the exclusion is for a medical

condition, renewal will be annually or prior to expiration of the period covered by the medical documentation.

14. 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, or a scheduled closure such as scheduled IT outage then Management will 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. If a Director cancels mandatory overtime for any reason, Management will deduct those hours as well.
15. Employees on official travel or extended leave will have their required 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.
16. Management will not hold employees accountable for factors or extenuating circumstances that affect performance and are beyond the employees' control.
17. Local bargaining shall take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
18. After implementation, if 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.
19. Management shall provide a copy of this MOU to the local president and/or designee at each AFGE local within 10 days of the date this MOU is signed.

*Kevin D. Nelson*

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12/17/19

Date