

MEMORANDUM OF UNDERSTANDING (MOU)

Availability Playbook / Best Year Ever Initiative (BYE)

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 Veterans Affairs Council (NVAC) #53, (Union) regarding the Availability Playbook / Best Year Ever Initiative.

1. Employees will receive a copy of the Availability Playbook and receive appropriate excluded time to review it.
2. Excluded time will continue to remain available for all impacted employees.
3. Guidance will be provided on what category and subcategory to use in WATRS.
4. Employees may still request excluded time in WATRS even if it is above or beyond any set limits. Supervisors will determine if it is appropriate.
5. Employees will not be required to perform work that does not result in work credit or excluded time.
6. The time employees spend performing nonjob related tasks such as working with human resources, support services, etc. will be recorded under the category/subcategory as directed by Appendix A of the Playbook or management, in the event of any confusion and will not be held against the employee.
7. Any changes to this playbook will be communicated to the AFGE VBA Mid Term Bargaining Committee. Management agrees to meet its bargaining obligation at the national level.
8. Consistent with the procedures set forth in 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.
9. Management will not hold employees accountable for factors or extenuating circumstances that affect performance and are beyond the employees' control.
10. After implementation, if either party is made aware of issues that may affect employees, both parties agree to discuss the issues and work to mutually resolve the issues for the employees. If the parties are unable to resolve the issue(s) by discussion, the parties will implement the negotiating process to the extent required by the statute.

11. Management shall provide a copy of this MOU to the local president and/or designee at each location within (10) ten days of the date this MOU is signed.

Kevin D. Nelson

Kevin D. Nelson
For the Agency

Paul H. Fleming
For AFGE/NVAC

05/04/2021
Date