

## **Modifications to the Master Agreement between the Department of Veterans Affairs and the American Federation of Government Employees based on the Global Settlement to Resolve Disputes**

**Background:** On July 20, 2021, the American Federation of Government Employees, National Veterans Affairs Council, and the Department of Veterans Affairs, collectively "the Parties", mutually desired to resolve their disputes arising from the May 25, 2018 issuance and subsequent implementation of Executive Orders 13836, 13837, and 13839, the implementation of limitations on official time for employees described in 38 U.S.C. § 7421(b), the renegotiation of a draft successor master agreement, and other related matters. Through settlement, the Parties agreed to modify limited existing language contained on the Master Agreement between the VA and AFGE. Below are the listed modifications to the 2011 Master Agreement. All other provisions of the Master Agreement between the U.S. Department of Veterans Affairs and the American Federation of Government Employees dated March 15, 2011 and national Memoranda of Understanding remain in effect.

### **Article 21- Work Schedule Options (AWS and Credit Hours), Section 2- Miscellaneous Para. G (3)**

Current language: The parties understand and agree that Credit Hours for CWS are initiated by the employee, subject to approval by the supervisor. In contrast, the parties understand and agree that overtime and compensatory time (with the exception of religious compensatory time) are initiated by the Department. Flextime will be requested and bargained locally.

New language: The parties understand and agree that Credit Hours for FWS are initiated by the employee, subject to approval by the supervisor. In contrast, the parties understand and agree that overtime and compensatory time (with the exception of religious compensatory time) are initiated by the Department. Flextime will be requested and bargained locally.

Changes: Replaced CWS with FWS. The definition for FWS is not identified in Article 21 Sec. 2(G)(3). FWS is the acronym for "Flexible Work Schedule" and its definition located in Article 21 Sec. 2(B).

### **Article 35- Time and Leave, Section 10- Leave Without Pay- Para. F (2)**

Current language: When requested by a reservist or National member for military duties, in accordance with appropriate military orders and/or documentation. Employees may request such leave after their military leave has been exhausted (38 USC 4316(d))

New language: When requested by a reservist or National member for military duties, employees may request such leave after their military leave has been exhausted (38 USC 4316(d))

Changes: Removed “in accordance with appropriate military orders and/or documentation.”

### **Article 35- Time and Leave, Section 13- Military Leave, Para. B**

Current language: Full-time permanent and part- time permanent employers who are members of the National Guard or the Armed Forces Reserves are entitled to 15 calendar days of regular military training leave in a fiscal year for active duty or active duty for training

New language: Full-time permanent and part- time permanent employers who are members of the National Guard or the Armed Forces Reserves are entitled to 15 calendar days of regular military training leave in a fiscal year for active duty or inactive duty for training

Changes: Changed the second “active duty” to “inactive duty”.

### **Article 36: Section 3- Special Payments (Emergency Payments)**

**Current language:** Section 3 (A) - Emergency Payments A. Whenever a Department error results in the failure of an employee to receive full salary payment on time, the Department will take immediate action to promptly pay the employee. An emergency payment will be issued not later than three working days following the date the payment should have been received. Emergency payments will be made in the same form normally issued to an employee (i.e., EFT or check) or in other forms of payment in effect at the employee’s facility. This would not apply to nominal errors that are routinely corrected through payroll adjustments.

B. The amount of the emergency payment will be the employee’s normal net salary (excluding overtime) as shown on the most recent leave and earnings statement.

New language: Whenever a Department error results in the failure of an employee to receive less than 90% of their basic pay and allowances, Special pay can be authorized upon request from the employee or local payroll office. Corrective actions should begin immediately upon identification of the pay affecting error. Special pay authorizations can only be submitted upon completion of the corrective action(s). The processing of Special pay requests is made by VA's payroll provider and normally take 3- 5 business days. Special payments will be made in the same form normally issued to an employee (i.e., EFT or check) or in other forms of payment. On an annual basis, the Department shall provide the Union with a report of AFGE bargaining unit employees who received authorizations for Special pay due to an employee receiving less than 90% of the basic pay and allowances.

Changes: Changed the title of Section 3 from “Emergency Payments” to “Special Payments” and combined Section 3(A) and (B). Added a threshold of if an employee receives less than 90% of basic pay and allowances. Special Payments will be paid by the VA’s payroll provider and will be issued in the method normally received by the

employee. Requires the Department to provide a report to AFGE on an annual basis of bargaining unit employees who received authorization of special pay due to receiving less than 90% of their basic pay and allowances.

#### **Article 61: Title 38 Vacancy Announcements- Section 1-General**

Current language: All Title 38 bargaining unit positions will be announced facility wide with posting and/or distribution a proper subject for local bargaining. If facilities are consolidated, positions will be posted at each geographic location. These announcements must be readily available for review by employees. The posting/application period will run for a minimum of 14 calendar days.

New language: All Title 38 bargaining unit positions will be announced facility wide with posting and/or distribution a proper subject for local bargaining. If facilities are consolidated, positions will be posted at each geographic location. These announcements must be readily available for review by employees.

Changes: Removes the requirement for the Department to post Title 38 announcements for 14 calendar days.

If you have any questions concerning these modifications of the 2011 Agreement, please contact VACO LMR Field Advisory Questions [vacolmrfags@va.gov](mailto:vacolmrfags@va.gov).