PAY ADMINISTRATION

1. REASON FOR ISSUE: To revise Department of Veterans Affairs (VA) procedures regarding pay administration.

2. SUMMARY OF CONTENTS/MAJOR CHANGES: This handbook contains mandatory VA procedures on pay administration. The pages in this issuance replace the corresponding page numbers in VA Handbook 5007. Revised text is contained in [brackets]. These changes will be incorporated into the electronic version of VA Handbook 5007 that is maintained on the Office of Human Resources Management Website. Significant changes include:

   a. Removes the requirement for selecting officials to forward recommendations for appointments above the minimum rate of the grade to the professional standards board.

   b. Clarifies the calculation of highest previous rate for Federal Wage System (FWS) employees.

   c. Clarifies that overtime and holiday overtime eligibility for full and part-time nurses, PAs and EFDAs must be in excess of 8 consecutive hours or in excess of 40 hours in the administrative workweek.

   d. Requires that overtime for title 38 Registered Nurses, Physician Assistants and expanded function dental auxiliaries be officially authorized verbally or in writing.

   e. Clarifies that compensatory time may be substituted for the minimum 2 hour overtime entitlement for call-back periods.

   f. Clarifies the overtime eligibility for part-time employees in positions subject to 5 U.S.C. Chapter 51.

   g. Clarifies on-call status and eligibility for part-time or intermittent nurses, PAs and EFDAs.

   h. Clarifies standby duty for FWS employees and on-call status for GS and FWS employees.

   i. Adds occupations eligible for weekend premium pay in accordance with HRML 05-14-06 and provides the divisor for weekend premium pay for certain VHA firefighters.

   j. Clarifies when compensatory time in lieu of overtime may be granted for regular overtime hours.

   k. Clarifies the service dates for a student loan repayment renewal service agreement.

   l. Allows student loan repayments to be disbursed on an annual lump sum basis for subsequent years.

   m. Changes the time frame for student loan repayment annual reports from fiscal year to calendar year.

   n. Authorizes non-foreign post differential in additional non-foreign areas.
3. RESPONSIBLE OFFICE: Compensation and Classification Service (055), Office of the Deputy Assistant Secretary for Human Resources Management.


5. RESciSSIONS: None

CERTIFIED BY: Dat P. Tran
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BY DIRECTION OF THE SECRETARY OF VETERANS AFFAIRS:

/s/
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ELECTRONIC DISTRIBUTION ONLY
(8) The initial rate of pay for employees in hybrid occupations listed under 38 U.S.C. 7401(3) who have prior VA or other Federal civilian service may be set by the approving official at any step rate of the grade which does not exceed the highest previous rate (maximum payable rate) rule (see 5 CFR 531.221), unless a higher rate is approved under chapter 3, paragraph 3 of this part. The specific pay rate shall be based on the recommendation of the appropriate Standards Board, which is to compare the quality of service rendered during the individual’s prior employment with the quality of service expected of other persons in the same grade who have attained pay rates above the minimum rate of the grade. The provisions of this subparagraph are not to be construed as precluding reappointment at a higher grade if the person is qualified. [General schedule employees who move from a lower GS grade to a hybrid occupation at a higher GS grade must have their pay set using GS promotion regulations outlined in VA Handbook 5007, part III, chapter 2 unless the pay is set at a higher rate using highest previous rate or a higher rate is approved under chapter 3 of this part (Authorization of Individual Appointments Above the Minimum Rate of the Grade).]

(9) Appointments, Reappointments and Transfers from Other Agencies of Nurses and Nurse Anesthetists Under the Locality Pay System (LPS)

(a) Employees Without Prior VA or Other Creditable Federal Civilian Service. The initial rate of pay shall be the applicable minimum rate of the grade and level unless the approving official authorizes a higher step on the basis of the individual’s personal qualifications and attainments, superior qualifications, or special needs of the VA. In addition the approving official may authorize a higher step for assignment to a head nurse position or to recruit candidates with specialized skills in accordance with (see part III, chapter 8). The specific step rate should be based on a recommendation of the Nurse Professional Standards Board.

(b) Prior VA Service Under the LPS. Former employees who served under the LPS may have their step set at any step which does not exceed their highest previous step unless the approving official authorizes a higher step as described in subparagraph (a).

(c) Current or Prior Federal Service Which Does Not Include Service Under the LPS. The employee may be paid at any step of the grade which does not exceed the employee's relative position in the former rate range unless the approving official authorizes a higher step as described in subparagraph (a). Current employees converted to a covered position at their request are not eligible for pay retention under part III, chapter 6, paragraph 4.

(d) Restrictions on Making Highest Previous Step Determinations. All highest previous step determinations are subject to the following restrictions:

1. The highest previous step must have been earned in a full-time, part-time or intermittent appointment, not limited to 90 days or less, or for a period of not less than 90 days under one or more appointments without a break in service.

2. The highest previous step may not include higher rates of pay for being a head nurse, higher rates based on specialized skills or an interim geographic adjustment approved under Executive Order 12826, dated December 31, 1992.

3. The earned step on any special rate range approved under 38 U.S.C. 7455 is to be used for the purposes of computing the highest previous step.
NOTE: For hybrid occupations listed under 38 U.S.C. 7401(3) or occupations approved for hybrid status under the provisions of VA Handbook 5005, Part II, Chapter 3, paragraph 2, the selecting official should forward the recommendation for appointment above the minimum rate of the grade to the appropriate professional or similar standards board. The board will consider this information when making a formal recommendation regarding the candidate’s qualifications, and recommended grade and step upon appointment. [Board recommendations may serve as the justification to support an appointment above the minimum rate of the grade. A brief narrative on VA Form 10-2543, Board Action, should be included which provides pertinent information regarding the basis of the recommendation as it relates to the candidate’s existing rate of pay, recent salary history or competing job offer, higher or unique qualifications or special needs of the VA.]

(2) Before using this pay setting authority, approving officials should consider such things as the number of on-duty personnel in the category under consideration and their pay rates, the number of vacancies and the availability of well-qualified candidates; possible employee and/or community relations problems which may result from using this authority and alternatives to using this authority to include the use of recruitment incentives, a more comprehensive recruitment effort, job redesign, internal training, use of part-time employees, etc.

(3) This authority is intended to enhance VA’s ability to meet its recruitment needs and may be used with full-time, part-time, intermittent, permanent, or temporary appointments provided its use is consistent with the criteria contained herein. It is typically used for new appointments (i.e., first appointment as an employee of the Federal Government, however it may be used for reappointments, provided the candidate had a break in service of at least 90 calendar days. A 90-day break in service is not required if the candidate’s civilian service immediately preceding the appointment consisted of one or more periods of employment under a time-limited or non-permanent appointment, employment as an expert or consultant under 5 U.S.C. 3109 and 5 CFR 304, or employment under a provisional appointment under 5 CFR 316.403.

c. On-Duty Employees

(1) A higher step rate may be approved for on-duty employees in the situations shown below if the appropriate standards board or recommending official (if a standards board is not appropriate) has recommended a higher step rate than otherwise applicable. The recommendation may be based on higher or unique qualifications of an individual or special needs of VA.

(a) On-duty employees converted to occupations listed under 38 U.S.C. 7401(3); and

(b) On-duty employees reassigned to a new position or changed to a new lower grade position under 38 U.S.C. 7401(3). For the purpose of this paragraph, a new position means a position subject to different qualification standards and in a different occupational series.

(2) On-duty employees in the same occupation as an individual newly appointed under 38 U.S.C. 7401(3) are not entitled to have their pay rate adjusted.
d. **Limitations on Pay Rates.** Approving officials shall not authorize a rate above the maximum rate of the grade. In addition, pay rates approved under this paragraph are limited by the payable rate for Level IV of the Executive Schedule.

e. **Retroactive Administrative Determination.** The authority contained in this paragraph is a discretionary administrative determination, which shall not be made on a retroactive basis.
(4) The use of highest previous rate to set pay is discretionary and should be made on an individual case-by-case basis. Human Resources staff should calculate the maximum payable rate in each situation and notify the appropriate management/selecting official. In turn, the management/selecting official should submit in writing their recommendation on setting pay up to the maximum payable rate after considering the guidance provided in this paragraph. Requests must be forwarded through organizational channels to the servicing HR office for technical review and concurrence prior to submission to the approving official.

h. Removal from a position for failure to satisfactorily complete the managerial/supervisory probationary period will be considered as follows:

(1) An employee who, for reasons of managerial/supervisory performance, does not satisfactorily complete the managerial/supervisory probationary period will be placed, except as provided in subparagraph (2) below, in a position of no lower grade and pay than the one the employee left to accept the managerial/supervisory position.

(2) A non-supervisory or non-managerial employee who is demoted into a position in which a probationary period is required, and who, for reasons of managerial/supervisory performance, does not complete the probationary period is entitled to be placed in a position at the same grade and pay as the position in which he or she was serving during the probationary period.

i. When an employee is demoted at his or her request, with the prospect of re-promotion back to the former grade as soon as possible under merit promotion rules, the appointing official will select a rate in the lower grade which upon promotion back will place the employee in a rate of the higher grade which he or she would have attained if he or she had remained at that grade. **NOTE:** If the employee is eligible for pay retention as a result of the personnel action, the change to a lower grade is not considered to be at the employee’s request.

3. HIGHEST PREVIOUS RATE FOR FEDERAL WAGE SYSTEM (FWS) EMPLOYEES

a. A rate above the minimum rate of the grade using the principle of highest previous rate will only be approved where the record indicates that the experience in the previous position, on which the higher rate is proposed to be based, was of such quality and duration that the individual's qualifications for the position in which being placed have been appreciably enhanced. The employee's tenure in the position on which the rate is based must also have been sufficient to demonstrate ability to perform satisfactorily in that grade. [Highest previous rate shall be computed in accordance with FWS Operating Manual, Section S8-3e.]

b. The rate selected shall represent equity to the employee and VA, and afford reasonable internal alignment with rates received by similar employees at the facility.
rendered, plus the cost of transportation, if required, including per diem at the applicable rate if travel is required. When setting the fee, consideration should be given to the level prevailing in the community. Consideration should also be given to the fact that VA provides office space, supplies, malpractice insurance coverage, and other support; thus, the amount of the fee will be normally be less than if the services were performed in the practitioner’s own office. Facilities should document how rates are set and must maintain all information used to establish fee rates in order to make periodic rate reviews. The service portion of the fee (exclusive of travel and per diem expenses) may not exceed $75 (for consultants) or $40 (for attendings) for a day or any portion thereof. Any additional payment for travel or per diem may not exceed the amount permitted under VA travel regulations, and must be fully documented.

c. **Per Annum Salary.** Consultants and attendings paid on a per annum basis are expected to be available for recurring and regularly scheduled duty to meet the needs of VA. Compensation will be based on fees determined in the same manner as above (including the service fee limitation), multiplied by the number of visits projected for the coming year. That amount is divided by 26 (or 27, as appropriate) and paid to the per annum consultant or attending on a biweekly basis, with the following provisions:

(1) When a consultant or attending is available for duty but there is no need for the individual’s services in a particular day or scheduled period, no recovery of fees will be made.

(2) When a consultant or attending is unavailable for duty for a specified period, their salary will be reduced on a prorata basis for the number of projected visits missed.

(3) When a consultant or attending is frequently unavailable for duty, a change to the fee basis arrangement should be considered.

d. **Exceptions to Service Fee Limitations**

(1) The maximum service fees for consultants and attendings (exclusive of travel and per diem allowances) are $75 and $40, respectively, unless exceptions are approved by the facility director.

(2) Exceptions will be made on an individual or category basis.

(3) Exceptions for individual service providers will specify the new fee limit, and will be based on the community level of fees for comparable services, distance of facility or sites served from provider’s business office, length of normal visit, and availability of the service in the community from other providers. Requests to exceed the $75 or $40, respectively, must be fully documented to include information on why a higher rate is needed, how the payment rate was determined, and the cost effectiveness of authorizing a higher rate. The information used to justify a higher rate must be maintained and should be used in future payment rate determinations.

(4) When facilities find it necessary to approve individual exceptions on a regular basis, exceptions on a category- or facility-wide basis may be approved. These exceptions will be based on the same criteria as in subparagraph 2d(3), and will specify the new limit on the fee or fees. Exceptions will be funded within the facility’s target allowance.
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CHAPTER 2. OVERTIME AND COMPENSATORY TIME OFF

1. GENERAL. Overtime is considered an expedient to be used only under conditions wherein necessary operations cannot be performed through planned coverage by on-duty personnel during their regular non-overtime basic workweek. Supervisory personnel must obtain proper authorization for overtime before permitting or requiring the performance of overtime work by an employee. Administration Heads, Assistant Secretaries and Other Key Officials are authorized to prescribe, in their responsible areas, such limitations as are necessary to provide control and prevent abuse of the use of overtime. Each responsible official must assure that the rights of employees to compensation for overtime services are observed. Each responsible official shall also adhere to a policy of authorizing only such overtime as can be readily demonstrated as wholly supported from the standpoint of emergency and/or efficiency in carrying out responsibilities, and with due regard to cost and the availability of current funds. Any request for annual leave in proximity to overtime by the same employee will be scrutinized to assure that the granting of annual leave is in the interest of good administrative practice.

2. OVERTIME PAY AND COMPENSATORY TIME OFF FOR EMPLOYEES APPOINTED UNDER 38 U.S.C. 7306, 7401 AND 7405

   a. Physicians, Dentists, Podiatrists, Chiropractors, and Optometrists. Full-time employees covered by this paragraph are employed on the basis of availability for duty 24 hours a day, 7 days a week. No extra amount in addition to the regular per annum rate shall be payable to these employees for duty on a legal holiday, Saturday or Sunday, at night, on overtime, or for on-call duty. [Part-time and intermittent employees are eligible to work unscheduled hours of more than 40 hours a week or 80 hours a pay period for regular straight time pay but may not be paid for more than 1820 hours (7/8ths) in a calendar year. The regular straight time rate of pay is a combination of base and market pay and all such compensation is creditable for retirement, life insurance, the Thrift Savings Plan and work compensation claims.] In addition, part-time and intermittent physicians, dentists, podiatrists, chiropractors, and optometrists may not receive extra pay for duty performed on a legal holiday, on a Saturday or Sunday, at night, for overtime, or for on-call duty. However, regular straight time pay is authorized for full-time and part-time employees for time off on a holiday or non-workday designated by Federal Statute or Executive Order when absence from duty is officially approved.

   b. Overtime Pay for Nurses, PAs, and EFDAs

      (1) Except as provided in paragraph 3a of this chapter, probational and permanent full-time nurses, PAs, and EFDAs are employed on the basis of a 40-hour basic workweek, unless on an alternate work schedule, as indicated in VA Handbook 5011, Hours of Duty and Leave. Computation of regular pay for employees on the 40-hour basic workweek shall be based on a basic hourly rate, derived by dividing the employee’s annual rate of basic pay by 2,080.

      (2) General provisions for the payment of overtime pay for nurses, PAs, and EFDAs

(a) [Overtime resulting from either a solicitation initiated by management or at the request of the employee is considered to be voluntary overtime.]
(1) Employees are authorized to work voluntary overtime when the overtime has been approved either verbally or in writing, in advance, by an appropriate management official or his/her designee, as determined in accordance with VA Handbook 5011 and local policy.

(2) When an employee has not requested authorization in advance for overtime from an appropriate management official or his designee, an employee may submit a written request for after-the-fact authorization. The written request should be submitted as soon as possible, typically within the pay period when the voluntary overtime was worked, to an appropriate management official or his/her designee. In such cases, the decision to authorize the overtime is at the discretion of management. Employees who work overtime without advance authorization are not guaranteed to ultimately receive authorization or compensation for the overtime.

(b) Mandatory overtime authorized under emergency circumstances may be ordered verbally or in writing by an appropriate management official or his/her designee, as determined in accordance with VA Handbook 5011 and local policy.

[(c)] Leave without pay is not included when computing hours of work for overtime purposes.

[(d)] Overtime must be at least 15 minutes duration [ ] to be creditable for overtime purposes.
Overtime is payable for service performed in excess of 40 hours in an administrative workweek, or in excess of 8 consecutive hours, whichever is greater, at a rate of one and one-half times the employee’s basic hourly rate of pay. **NOTE:** For a full-time employee on a compressed work schedule, overtime is payable for hours of work in excess of the basic work requirement. For a part-time employee on a compressed work schedule, overtime is payable for hours of work in excess of the basic tour of duty (but must be in excess of 8 consecutive hours) or in excess of 40 hours in the administrative work week.

(f) All authorized overtime will be recorded and approved in the official electronic time and attendance system.

c. **Call-Back Overtime**

(1) Any overtime on a day when a nurse, PA or EFDA was not scheduled to work, or for which an employee is required to return to his or her place of employment, shall be deemed to be a minimum of 2 hours in duration, regardless of whether or not service is performed for a full 2 hours. When an employee is called back from an on-call status to perform overtime work, the callback overtime provisions shall be applied upon return to duty of the employee.

(2) To be eligible for the full 2 hours of overtime, employees must be called into work at a time which is outside of and unconnected with their basic workweek (45 Comp. Gen. 53).

d. **Compensatory Time Off in Lieu of Regular and Irregular or Occasional Overtime for Nurses, PAs, and EFDA**

(1) An official authorized to approve overtime work may, at the written request of eligible employees, grant such employees compensatory time off from their scheduled tour of duty in lieu of overtime pay. The amount of the compensatory time off will equal the amount of time spent in overtime work. [If an employee is called back to work as described in paragraph 2c above, a minimum of 2 hours of compensatory time will be granted for each call-back overtime period.] Requests for compensatory time off for title 38 and hybrid title 38 employees paid premium pay on the same basis as registered nurses must be in writing.

(2) **Limit on Compensatory Time.** The limitation on overtime pay contained in 5 U.S.C. 5547 does not apply to title 38 employees covered by this paragraph.

(3) **Time Limit on Compensatory Time for Nurses, PAs, and EFDA**

(a) Compensatory time should be taken as soon as possible after it is earned, but not later than the end of the 26th pay period following the pay period in which it is earned.

(b) If the compensatory time is not taken within the time limit prescribed above because of exigencies of the service, the employee will be paid for the overtime work at the overtime rate. If the compensatory time off is not taken within this period because of personal reasons not due to exigencies of service, the right to compensatory time off and overtime pay for the duty is lost.
(c) In cases of inter-station transfers, compensatory time off must be taken or paid for prior to the effective date of transfer. Under no circumstances will the obligation for compensatory time off be transferred to the receiving facility.
(d) The date of separation resulting from a staffing adjustment and failure to transfer may be administratively extended to include any compensatory time off due. However, where, due to circumstances beyond the control of the employee, the compensatory time off is not taken prior to separation, and no extension of the separation date is granted, overtime is payable in lieu of the compensatory time off (26 Comp. Gen. 750).

NOTE: See part VIII, chapter 9 of this handbook for overtime provisions for nurses on the Baylor Plan, 72/80 and 9-month work schedules.

3. OVERTIME PAY AND COMPENSATORY TIME OFF FOR EMPLOYEES IN POSITIONS SUBJECT TO 5 U.S.C., CHAPTER 51

a. Regular Overtime. A regularly scheduled administrative workweek consisting of a period of overtime work, either as a part of or in addition to the 40-hour basic workweek, may be established by Administration Heads or staff office heads, or their designees, for their respective personnel within Central Office, and by facility directors. When a National Cemetery is involved, the director of the appropriate National Cemetery Area Office will make this determination. Overtime work is work performed by an employee that is in excess of 8 hours in a day, or in excess of 40 hours in an administrative workweek, that is officially ordered or approved. NOTE: For a full-time employee on a compressed work schedule, overtime is payable for hours of work in excess of the basic work requirement. For a part-time employee on a compressed work schedule, overtime is payable for hours of work in excess of the basic work requirement for a day (but must be in excess of 8 hours) or for a week (but must be in excess of 40 hours). For purposes of leave and overtime pay administration, the authorization shall specify for such employee(s), by calendar days and number of hours a day, the overtime periods included in the regularly scheduled administrative workweek. [ ] [Except at the request of employees on a flexible schedule or hybrid personnel who have been authorized to receive premium pay on the same basis as registered nurses under chapter 3 or 4 of this part, compensatory time off in lieu of premium pay may not be granted for regular overtime work].

b. Irregular or Occasional Overtime. Administration Heads, staff office heads, and facility directors, or their designees, are authorized to order and approve irregular or occasional overtime.
c. Payable Rates for Overtime Work

(1) **FLSA Exempt Positions.** Employees in positions exempt from (not covered by) the overtime pay provisions of the Fair Labor Standards Act (FLSA) receive overtime pay at the rate of one and one-half times their hourly rate of basic pay (including any applicable special rate or locality rate of pay). For employees whose rate of basic pay is at a rate which exceeds the GS-10, Step 1, the overtime rate is capped at the greater of:

   (a) One and one-half times the minimum hourly rate of basic pay for GS-10 (including any applicable special rate or locality rate of pay), or

   (b) The employee’s regular hourly rate of basic pay (including any applicable special rate or locality rate of pay).

(2) **FLSA Non-Exempt Positions.** [Under the FLSA, overtime pay is determined by multiplying the employee’s straight time rate of pay by all overtime hours worked plus] one-half times their hourly [regular] rate of basic pay (including any applicable special rate or locality rate of pay) [times all overtime hours worked.]
d. **Callback Overtime.** Any unscheduled overtime work performed by employees who are called back to work on an off-duty day, or on a regular workday after they have completed their regular schedule of work and left their place of employment, will be considered to be at least 2 hours in duration and should be so credited. Further, employees shall be credited with a minimum of 2 hours of overtime for each time they are called back, notwithstanding the fact that the second or subsequent returns may be required before the expiration of 2 hours from the time they previously reported for duty (35 Comp. Gen. 448, 37 Comp. Gen. 1, 45 Comp. Gen. 53).

e. **Hybrid Occupations Under 38 U.S.C. 7401(3).** Except as authorized under chapter 3 or 4 of this part, personnel in occupations listed under 38 U.S.C. 7401(3), referred to as “hybrid personnel,” shall be entitled to overtime pay under chapter 55 of title 5, U.S.C., and the Fair Labor Standards Act, unless their positions meet one of the applicable professional, supervisory or administrative exemptions contained in 5 CFR 551, part B. If so authorized under chapter 3 of this part, these employees shall receive additional pay on the same basis as nurses under 38 U.S.C. 7453, when necessary to recruit or retain such personnel. Hybrid personnel are to have their hourly rate of basic pay computed by dividing their annual rate of pay by 2,087, except as provided in the following sentence. Personnel receiving premium pay on the same basis as nurses shall have the premium pay rates based on their annual rate of pay divided by 2,080 (38 U.S.C. 7453(f)). Hybrid personnel are also eligible for any applicable non-foreign cost-of-living allowance and post differential (see part VIII, chapter 11 of this handbook).

f. **Compensatory Time Off for Irregular or Occasional Overtime**

(1) **Employee Eligibility.** Compensatory time off in lieu of payment for irregular or occasional overtime may be granted [ ] to General Schedule and Federal Wage System employees and non-U.S. citizen employees overseas.

(2) **Limitation on Compensatory Time.** Section 5547, title 5, United States Code, provides that premium compensation is not payable where it results in an aggregate rate which exceeds the maximum rate of basic compensation provided for grade GS-15. An employee who is prohibited by that aggregate compensation limitation from receiving overtime compensation may not receive compensatory time off in lieu of such prohibited compensation (26 Comp. Gen. 750).

(3) **Granting Compensatory Time Off in Lieu of [Overtime] Payment**

(a) An official authorized to approve overtime work may, at the request of an eligible employee, grant such employee compensatory time off from his scheduled tour of duty in lieu of overtime pay. The amount of compensatory time off will be equal to the amount of time spent in the irregular or occasional overtime work.

(b) In the absence of a specific request by the employee for compensatory time off in lieu of payment, an employee whose basic rate of compensation is not in excess of the GS-10, Step 10, must be paid for the overtime services rendered.

[(c) If an employee is called back to work as described in paragraph 3d above, a minimum of 2 hours of compensatory time will be granted for each call-back overtime period.]
[(d)] [Except as noted below, i]n the case of an employee [who is Exempt from FLSA, and] whose rate of basic compensation is in excess of the maximum rate for GS-10, the official authorized to approve overtime work may, at his or her own discretion, provide for compensatory time off in lieu of overtime pay [for irregular or occasional overtime hours]. Such determination shall take into account all pertinent factors, including the employee's views. If, after consideration of all factors, paid overtime is indicated, prior approval will be requested from the field facility head. When a field facility of the National Cemetery Administration is involved, the director of the appropriate Memorial Service Network Office is the approving official. No such approval will be in effect for more than 3 months without a specific re-determination. An employee for whom compensatory time off is directed should be so notified at the time the overtime duty is ordered. [NOTE: Hybrid personnel who have been authorized to receive premium pay on the same basis as registered nurses under either chapter 3 or chapter 4 of this part also earn compensatory time in the same manner of a nurse and as such, the approval of compensatory time in lieu of overtime may only be the result of the employee’s request.]

(4) Time Limits on Compensatory Time

(a) Compensatory time off should be taken as soon as possible after it is earned but not later than the end of the 26th pay period following the pay period in which it is earned. Compensatory time off may be taken only during the employee's basic workweek.

(b) For employees exempt from the Fair Labor Standards Act (FLSA), if compensatory time off is not taken within the time limit prescribed above because of the exigencies of the service, the employee will be paid for the overtime work at the overtime rate. If compensatory time is not taken within this period because of personal reasons not due to the exigencies of service, the right to compensatory time off or overtime pay for the duty performed is lost for FLSA-exempt employees. Non-exempt employees must be paid overtime pay.

(c) Compensatory time off must be taken or paid for prior to the effective date of the transfer. Under no circumstances will an obligation for compensatory time off be transferred to the receiving facility.

(d) The date of separation stated in an employee's advance notice of separation due to reduction in force may be administratively extended so as to include any compensatory time due. However, where, due to reasons beyond the control of the employee, compensatory time off is not taken prior to separation and no extension of the separation date is granted, overtime compensation is payable in lieu of the compensatory time off (26 Comp. Gen. 750).

4. OVERTIME PAY AND COMPENSATORY TIME OFF FOR EMPLOYEES IN POSITIONS SUBJECT TO THE FWS

a. Overtime pay is to be computed in accordance with the instructions contained in FWS Operating Manual, section S8-4 and 5 CFR, part 551, as appropriate. Overtime entitlement determinations for irregular and occasional overtime and computations for Purchase and Hire (P&H) employees shall be determined as follows, based upon whether or not the employee’s position is covered by FLSA.

b. P&H employees in FLSA non-exempt positions (covered by FLSA) shall receive overtime compensation in accordance with 5 CFR, part 551, subpart E. Additional hourly compensation representing fringe benefit considerations and paid to the employee shall be used in computing overtime rates.
CHAPTER 5. ON-CALL PAY AND STANDBY PAY

1. ON-CALL PAY FOR NURSES, PAs, AND EFDA\textregistered{}S APPOINTED UNDER 38 U.S.C. 7401(1) OR 7405(a)(1)(A)

   a. A nurse, PA or EFDA officially scheduled to be on-call outside of his or her regular duty hours shall receive 10 percent of his or her applicable overtime rate for each hour of on-call duty. When called back to perform overtime work, [a full-time employee] shall receive overtime pay in accordance with chapter 2 or chapter 4 of this part, as appropriate. [A part-time or intermittent nurse, PA or EFDA shall be entitled to on-call pay. When called back to duty, such an employee shall receive pay at the basic hourly rate for non-overtime work and at the overtime rate for overtime work.] On-call pay shall be suspended during the period of actual overtime duty; when released from overtime duty, such personnel shall return to the remaining scheduled on-call duty, if any, and receive on-call pay accordingly. When the period of callback overtime merges with the employee’s regular tour of duty, 2 hours minimum overtime pay does not apply (45 Comp. Gen. 53). [A full-time, part-time or intermittent nurse, PA or EFDA who is called back to duty and for whom the period of service does not qualify as overtime will receive base pay for the actual period of time that work is performed.]

   b. While in an on-call status, such personnel shall be available for prompt response to perform service. In the event of incapacitation or unavailability during the period for which scheduled to be on-call, such unavailability shall be promptly reported by the employee to the authorizing official or other responsible official. An employee who is relieved from scheduled on-call duty as a result thereof shall not receive on-call pay during the period from which relieved.

   c. An employee who is excused from duty on a holiday may receive on-call duty during such hours of excusal. Authorizing officials for on-call duty shall be the same officials authorized to order and approve overtime, as indicated in chapter 1 of this part.

2. ON-CALL PAY UNDER 38 U.S.C. 7457 AND STANDBY PAY UNDER 5 U.S.C. 5545(c)(1) FOR VETERANS HEALTH ADMINISTRATION (VHA) GENERAL SCHEDULE HEALTH-CARE EMPLOYEES

   a. General

      (1) When there is a need for employees to return to duty outside of their regular duty hours on an unscheduled basis, callback overtime remains an appropriate means of providing employee coverage. On-call duty under 38 U.S.C. 7457 shall be used when it is essential for [eligible] employees to be immediately available for a call to duty during other than regular duty hours (see subparagraph a(2) below). Only VHA General Schedule healthcare occupations and Hybrid Title 38 employees listed in appendix A of this part are eligible for on-call under 38 U.S.C. 7457.] Standby duty under 5 U.S.C. 5545(c)(1) shall be used only when an exception to on-call duty policy is authorized under subparagraph b below.

      (2) In those situations or work units where assured availability of employees outside regular duty hours is essential to meet patient care needs, on-call duty under 38 U.S.C. 7457 shall be the preferred method of coverage. Except for employees eligible for standby duty pay retention under subparagraph f below, an employee covered by this paragraph who is officially scheduled to be on-call outside the
employee’s regular duty hours shall receive 10 percent of the employee’s applicable overtime rate for on-call duty during the period when scheduled to be on-call. While in an on-call status, an employee shall be available for prompt return to duty to perform service.

[(3) When called back to perform overtime work, a full-time employee shall receive overtime pay in accordance with chapter 2 or chapter 4 of this part, as appropriate. A part-time or intermittent employee may also be authorized for on-call duty. When called back to duty, such an employee shall receive pay at the basic hourly rate for non-overtime work and at the overtime rate for overtime work. On-call pay shall be suspended during the period of actual overtime duty; when released from overtime duty, such personnel shall return to the remaining scheduled on-call duty, if any, and receive on-call pay accordingly. When the period of callback overtime merges with the employee’s regular tour of duty, 2 hours minimum overtime pay does not apply (GAO B-175151 and 45 Comp. Gen. 53). A full-time, part-time or intermittent employee who is called back to duty and for whom the period of service does not qualify as overtime will receive base pay for the actual period of time that work is performed.]
(4) **Comparisons Required Every Pay Period.** Biweekly pay comparisons shall be made every pay period for employees who maintain eligibility, even during biweekly pay periods when the employee was not scheduled for standby/on-call duty. Employees and/or their representatives may obtain an explanation concerning the computation of their pay under this chapter from the local fiscal activity in accordance with applicable laws, rules and regulations.

3. **ON-CALL DUTY FOR OTHER GENERAL SCHEDULE AND FWS EMPLOYEES.** General Schedule occupations other than those listed in appendix V-A and Wage Grade employees may be placed in an on-call status. These employees may be required to leave a telephone number where they can be reached or carry an electronic pager device and may also be required to remain within a call-back radius. However, they are not eligible for any form of compensation unless actually called back to duty. When called back to duty, such employees shall receive pay at the straight time basic hourly rate for non-overtime work and at the overtime rate for overtime work. Overtime work performed by individuals called back to duty will be considered to be at least two hours in duration. The two hour minimum does not apply when the call-back does not result in overtime work.

4. **STANDBY DUTY FOR FWS.** A Wage Grade employee who is regularly required to remain at or within the confines of his or her post of duty in excess of 8 hours a day in a standby status is entitled to overtime pay only for hours of duty, exclusive of eating and sleeping time, in excess of 40 hours a week.]
3. OTHER FORMS OF PREMIUM PAY FOR GENERAL SCHEDULE EMPLOYEES, OTHER VHA HEALTH CARE EMPLOYEES AND ADDITIONAL POSITIONS ELIGIBLE FOR TITLE 38 WEEKEND PREMIUM]

a. **Shift Differential.** Employees who perform work during regularly scheduled hours between the hours of 6:00 p.m. and 6:00 a.m. shall receive 10 percent of basic pay for those hours.

b. **Sunday Premium.** Full-time and part-time (see note below) employees who perform work during a regularly scheduled non-overtime tour, any part of which falls between midnight Saturday and midnight Sunday, shall receive 25 percent of basic pay for that tour. In accordance with Section 624 of Treasury and General Government Appropriations Act, 1999, as contained in section 101(h) of Public Law 105-277, Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999, the payment of Sunday pay is prohibited for periods of leave. Sunday pay is therefore only payable for periods when work is performed. Sunday pay is not payable for periods of paid leave or excused absence including annual leave, sick leave, compensatory time off, credit hours, military leave, court leave, excused absence on a holiday, or time off as an incentive or performance award.

**NOTE:** As a result of the Fathauer vs. United States court decision dated May 26, 2009, part-time employees are eligible for Sunday premium pay. (See Office of Personnel Management (OPM) Compensation Policy Memorandum 2009-21 dated December 8, 2009.) Human Resources Management Letter (HRML) 05-11-02, Administrative Claims for Sunday Premium Pay as a Result of Fathauer vs. United States dated February 15, 2011, provides instructions for identifying affected employees and processing claims for unpaid Sunday premium pay for a period up to six years prior to May 26, 2009, upon receipt of a written claim.

c. **Weekend Premium**

   (1) **Hybrid Employees.** A full-time, part-time or intermittent employee in an occupation listed in 38 U.S.C. 7401(3) or in an occupation approved for hybrids status under the provisions of VA Handbook 5005, Part II, Chapter 3, paragraph 2, who performs service, any part of which is between midnight Friday and midnight Sunday, will receive premium pay for each hour of service. Service for which weekend premium pay is payable includes continuous service connected to midnight Friday or midnight Sunday. Premium pay for service under this paragraph is equal to 25 percent of the employee’s basic hourly rate of pay unless a higher rate is approved under chapter 4 of this part. [Hybrid employees receive weekend premium pay on the same basis as a nurse, which requires utilizing a divisor of 2080 to calculate the basic hourly rate of pay for this purpose (see paragraph 1b).]

   (2) **Other VHA Health Care Employees.** A full-time, part-time or intermittent VHA employee in a non-hybrid occupation listed in appendix V-A who performs service on a tour, any part of which is between midnight Friday and midnight Sunday, will receive premium pay for each hour of service on such tour. Premium pay for service under this paragraph is equal to 25 percent of the employee’s basic hourly rate of pay. The divisor for calculating the basic hourly rate of pay for a VHA employee in a health care occupation is 2,087. Such employees are not eligible for premium pay under chapter 3 or chapter 4 of this part.
Additional positions eligible for title 38 Weekend Premium. Effective January 11, 2004, additional positions were determined to be eligible for weekend premium pay. A full-time, part-time or intermittent VHA employee in a position (Occupation, Series and Title) listed in appendix V-B, who performs service on a tour, any part of which is between midnight Friday and midnight Sunday, will receive premium pay for each hour of service on such tour. Premium pay for service under this paragraph is equal to 25 percent of the employee’s basic hourly rate of pay.

(a) The divisor for calculating the basic hourly rate of pay for these additional General Schedule positions, other than a VHA firefighter described below, is 2,087.

(b) Weekend premium pay for VHA firefighters occupying a position listed in appendix V-B whose regular workweek averages 53 hours of more will be calculated by applying a divisor of 2,756 to the basic hourly rate of pay.

(c) The basic hourly rate of pay for VHA firefighters occupying a position listed in appendix V-B who perform service on a weekend tour of duty will be calculated by utilizing the 2,087 divisor for work within the 40 hour workweek and a divisor of 2,756 divisor for hours in excess of the regular 40 hour workweek. This applies to all VHA firefighters who are scheduled to work 40 hours per week, including those on a 40-PLUS tour.]

d. Holiday Pay. Employees who are required to perform regularly scheduled non-overtime work on a designated holiday shall receive pay at the rate of two times their hourly rate for actual hours worked on their tour, but not less than at least two hours. Employees who perform overtime work on a holiday will be compensated at their regular overtime rate.

e. Standby Duty Pay. Employees who are required to remain at their official duty station in a state of readiness may receive up to 25 percent of their rate of pay, paid on an annual basis. This payment is in lieu
APPENDIX A.
VHA HEALTH CARE OCCUPATIONS ELIGIBLE FOR WEEKEND PREMIUM PAY[, ON-CALL PAY AND SPECIAL RATES APPROVED UNDER 38 U.S.C. 7455]

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V-A-1
**APPENDIX B.**

**ADDITIONAL VHA POSITIONS ELIGIBLE FOR WEEKEND PREMIUM PAY ONLY**

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NOTE: *The additional positions deemed eligible for weekend premium pay in Appendix B are considered healthcare workers only for weekend premium pay purposes and are NOT eligible for any additional title 38 pay entitlements, applicable solely to healthcare workers.*
(d) The employee has no adverse performance or conduct action pending.

b. **Merit Principles.** When recommending candidates and employees for a student loan repayment, all management officials must adhere to merit system principles.

### 3. STUDENT LOAN REPAYMENT REQUESTS

a. All requests must include the information identified in Appendix VI-N.

b. A request will be submitted by the supervisor, in writing, through the servicing human resources management (HRM) office for technical review and concurrence, and to the approving official in sufficient time for a decision before the proposed effective date. Student loan repayment requests for centralized positions requiring Central Office approval will be submitted through channels to the Office of Human Resources Management [ ] (055), VA Central Office, for technical review and concurrence prior to action by the approving official.

### 4. EMPLOYEE SERVICE AGREEMENT

a. An Employee Service Agreement (ESA) must be prepared by the HRM office and included with each student loan repayment request. A sample is provided in Appendix VI-O.

b. Before a student loan repayment can be made, the ESA must be signed by the employee agreeing to continue employment with VA for a minimum of 3 years from the date of the first loan repayment. If the employee’s obligation exceeds the 3-year minimum, the ESA must include a basis for determining the length of service, i.e., that the employee will be assigned to a specific project that is expected to last beyond 3 years. The employee must also agree to reimburse VA for any loan repayments if any conditions of the service agreement are not met.

c. The ESA should include specific conditions as to position occupied, duties to be performed, duty location, work schedule, etc.

d. A statement will be included in the ESA indicating that its signing in no way constitutes a right, promise, or entitlement for continued employment or noncompetitive conversion to the competitive service.

e. Increases in the annual amount of the repayments or authorization of additional repayments not to exceed the annual limitation can be made without requiring the employee to enter into a new service agreement.

[f. When completing a renewal service agreement the service dates must be based on the dates of the original service agreement.]

### 5. RESPONSIBILITIES

a. Under Secretaries, Assistant Secretaries, Other Key Officials, Deputy Assistant Secretaries, and facility directors are responsible for the fair, equitable, and fiscally responsible administration of this policy and for ensuring that student loan repayments, where recommended or approved, are determined in accordance with the criteria and procedures in this chapter. They are responsible for ensuring that
disbursed on a bi-weekly [or annual lump sum] basis. See OPM’s Questions and Answers on the Student Loan Repayment Program for tax implications.

9. LOSS OF ELIGIBILITY FOR STUDENT LOAN REPAYMENTS AND EMPLOYEE REIMBURSEMENT TO VA

a. An employee receiving a student loan repayment will become ineligible for continued benefits if the employee:

   (1) Voluntarily vacates the position (this includes going to another organization, another VA facility, or another government agency);

   (2) Does not maintain an acceptable level of performance. The employee’s most recent rating of record must be a pass or equivalent rating; or

   (3) Violates any of the conditions of the service agreement.

b. Except as provided in subparagraph e. below, an employee who fails to complete the specified period of employment or meet other terms as stipulated in the service agreement will be indebted to VA for all student loan repayments made under the service agreement.

c. If an employee fails to reimburse VA for the amount owed under subparagraph 9b, a sum equal to the amount outstanding will be recovered from the employee under Federal regulations for collection by offset from an indebted Government employee under 5 U.S.C. 5514 and 5 CFR 550, subpart k; or if the individual is no longer a Federal employee, the Debt Collection Act of 1996 governing debt collection.

d. An approving official may waive, in whole or in part, a right of recovery of an employee’s debt if it is determined that recovery would be against equity and good conscience or against the public interest. Requests for waivers will be submitted, through channels, to the official responsible for the authorization of the student loan repayment.

e. An employee will not be indebted to VA when the failure to complete the employment period established under a service agreement is because the employee is involuntarily separated for reasons other than misconduct, performance or a negative suitability determination under 5 CFR 731, or is in a non-pay status due to compensation for an on-the-job injury or military obligation.

f. A VA facility is not obligated to honor an employee’s student loan repayment service agreement with another agency or another VA facility.

10. RECORDS MAINTENANCE. Generally, records of student loan repayment approvals, including those for centralized field positions, sufficient to reconstruct the action will be maintained at the facility for 3 years after the completion or termination of the employee service agreement. However, records involving disputes, claims, collection or litigation actions will be maintained for a minimum of 6 years from date of dispute, claim, collection or litigation action, unless a longer period is required by agency counsel or other appropriate authority. Records on student loan repayments for VA
11. ANNUAL REPORTS. On an annual basis, the HRM officer will submit through channels to the Compensation and Classification Service (055) an annual report on the student loan repayment program containing cumulative information on the number of employees that received student loan repayments during the preceding [calendar] year, the job title and occupation series of each recipient, and the dollar amount of each student loan repayment during that [calendar] year. A description of the program’s impact on recruitment and retention abilities and an explanation of how the program was publicized shall also be included. Additional information may be specified in the annual reporting notification. Field facilities and the Central Office Human Resources Service will be notified annually of the due date of the report. The Compensation and Classification Service will aggregate report data for submission to OPM.

12. DEFINITIONS

a. Employee Service Agreement (ESA). A written agreement between VA and the employee under which the employee agrees to a specified period of employment with an organization at a specific VA facility of not less than 3 years, in return for payments toward a student loan previously taken out.

b. Student Loan

(1) A loan made, insured, or guaranteed under Part B, D, or E of Title IV of the Higher Education Act of 1965; or

(2) A health education assistance loan made or insured under Part A of Title VII of the Public Health Service Act, or under Part E of Title VIII of the Act.

13. REFERENCES

a. 5 CFR, part 537

b. 5 U.S.C. 2105

c. 5 U.S.C. 5379
APPENDIX N.
SAMPLE STUDENT LOAN REPAYMENT
RECOMMENDATION/APPROVAL

Date:
From: (recommending official)
SUBJ: Repayment of Student Loan(s) (employee's name)
To: (approving official)

1. The following request is submitted for:

   Name: (employee's name)
   Position: (title, series, grade, step, position description number, appointment authority)
   Facility: ______________________________
   Duty Station: (name, city, state)
   Duty Status: (Full-Time) (Part-Time: indicate # of hours per pay period)

   Proposed annual student loan repayment amount: $__________
   Proposed total student loan repayment: $__________
   Proposed total number of years for payment: __________
   Proposed effective date of service commitment: _______
   Proposed ending date of service commitment: _______

   Organization: (service, division, office)

   The employee has selected the following payment action:

   ____ A biweekly payment of $ (amount).
   ____ An initial or renewal lump-sum payment of $ (amount) for the first calendar year.
       Payments made in subsequent calendar years will be biweekly payments of $ (amount).
   [____ An initial or renewal lump-sum payment of $ (amount) for the first calendar year.
       Payments made in subsequent calendar years will be made in an annual lump-sum
       payment of $ (amount)]
d. VA’s payments will be made as: (mark the elected option; lender/note holder agreement also required)

_____ A biweekly payment of $ (amount), which will be the amount sent to your lender(s)/note holder(s); taxes related to such payments will be withheld from your salary.

_____ An initial lump-sum payment of $ (amount) for the first calendar year; taxes related to each payment will be deducted from that amount and a net payment made. Subsequent payments will be biweekly payments of $ (amount), which will be the amount sent to your lender(s) [or] note holder(s); taxes related to such payment will be withheld from your salary.

[____] An initial lump-sum payment of $ (amount) for the first calendar year; taxes related to each payment will be deducted from that amount and a net payment made. Subsequent payments will be made in a lump-sum payment of $ (amount) over the course of (x no. years), less taxes withheld related to such payment which will be deducted from that amount. The net payment is sent to your lender(s)/note holder(s).

4. Conditions

a. During the term of this agreement, you agree that (VA facility) is authorized to verify the status of each loan and to discuss the terms and amount of the outstanding obligation(s) with each lender/note holder. You agree to provide VA with the information about each loan, such as the lender/note holder’s name, address, phone number, bank routing number, etc., your identifying information, including social security number, and your payment obligation, i.e., the amount due and the time period that the loan is to be paid. The payment benefits which are the subject of this service agreement will apply only to your student loan indebtedness outstanding as of the date that this service agreement is executed by you and (VA facility).

b. If the payments hereunder cover only a part of your repayment obligation(s) under the subject student loan(s), and if you are in arrears or default on your own loan repayment obligation(s), then VA will terminate future payments. If payments are terminated under this paragraph, the minimum period of service—3 years—must be completed or you will be obligated to reimburse VA, under VA’s debt collection procedures, for the full amount of the loan payments that VA has paid on your behalf according to this agreement; if 3 years of service under this service agreement have already been completed, then any remaining service obligation under this paragraph will be terminated.

c. You are required to maintain at least a pass or equivalent performance rating for the duration of this service agreement. If your performance rating falls below passing or if you are separated involuntarily due to misconduct, unacceptable performance or a negative suitability determination under 5 CFR 731 the loan payments will be terminated and you will be obligated to reimburse VA the full amount of the loan payments that VA has paid on your behalf.

d. If you fail to complete the period of service specified in this agreement because you voluntarily separate from VA for any reason, the loan payments will be terminated immediately and you will be obligated to reimburse VA the full amount of the loan payments that VA has paid on your behalf. If you do not make the required reimbursement, VA will initiate debt-collection procedures to recover the amount due.

VI-O-2
e. If you apply and are selected for a position at a VA facility other than the one that is party to this agreement, the gaining VA facility is not required to assume this loan repayment obligation. Accordingly, your right to placement as a surplus and/or displaced employee under the Career Transition and Assistance Program does not guarantee that the gaining VA facility will take on your loan repayment.
CHAPTER 2. AGGREGATE LIMITS

1. ADMINISTRATION OF AGGREGATE LIMITS

a. The annual aggregate limitation on compensation in 5 CFR, part 530, subpart B, applies to all Department employees, including Senior-Level employees; General Schedule (GS) employees; Federal Wage system (FWS) employees; and title 38 employees except physicians, dentists, pharmacist executives, nurse executives, and certified registered nurse anesthetists (CRNAs) (see subparagraphs b, c, d and e). Such employees may not be paid aggregate compensation higher than Level I of the Executive Schedule (EL-I) in any calendar year.

b. [If a certified agency performance appraisal system is established, Senior Executive Service (SES) employees may not be paid aggregate compensation higher than the annual base salary of the Vice-President of the United States.]

c. Physicians and dentists appointed under 38 U.S.C. 305, 7306, 7401(1), and 7405 may not be paid aggregate compensation in a calendar year higher than the annual pay (excluding expenses) received by the President of the United States.

d. Pharmacist executives in the following positions who are authorized special pay under part VIII, chapter 17 of this handbook may not be paid aggregate compensation in a calendar year higher than the annual pay (excluding expenses) received by the President of the United States.

   (1) The VA Central Office Chief Consultant, Pharmacy Benefits Management Services (PBM);

   (2) VA Central Office Deputy and Associate Chief Consultants, PBM;

   (3) Consolidated Mail Outpatient Pharmacy (CMOP) Directors; and

   (4) The Pharmacy Benefits Manager for each VISN.

e. CRNAs appointed under 38 U.S.C. 7306, 7401(1), and 7405 may not be paid aggregate compensation in a calendar year higher than the annual pay received by the Vice President of the United States.

f. Nurse executives may not be paid aggregate compensation in a calendar year higher than the annual pay (excluding expenses) received by the President of the United States. A nurse executive is a registered nurse appointed under 38 U.S.C. 7401(1) or 7405a(1)(A), that is the one Chief of Nursing Service or equivalent position that represents the highest ranking nurse management position at a VHA health care facility. For the purposes of this chapter, the Deputy Chief Nursing Officer (appointed under 38 U.S.C. 7401(1) or 7405(a)(1)(A)) and the Chief Nursing Officer (appointed under 38 U.S.C. 7306) of the Office of Nursing Services in VA Central Office are also considered nurse executives.

2. REFERENCES

a. 3 U.S.C. 102, 104
b. 5 U.S.C. 5301-5307, 5372a, 5595, 5596, 5753-5755, 8118

c. 38 U.S.C. 305, 7306, 7401, 7405

d. 5 CFR, part 530, subpart B
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VIII-J. NURSE EXECUTIVE SPECIAL PAY APPROVAL FORM ........................................ VIII-J-1
VIII-K. PHARMACIST EXECUTIVE SPECIAL PAY APPROVAL FORM ............................. VIII-K-1
(1) **Overtime Pay.** A nurse on the Baylor Plan is entitled to overtime pay under 38 U.S.C. 7453(e) or (j) for performing officially ordered or approved overtime service as follows:

(a) Service in excess of 24 hours on the weekend.

(b) Service in excess of 8 consecutive hours on a day other than Saturday or Sunday.

(c) All or part of actual service performed in excess of 40 hours in an administrative workweek, provided such payments were officially authorized. **NOTE:** *Hours of duty during the basic work week shall be credited on an hour-for-hour basis when computing the amount of service performed during the administrative work week.*

(2) **Holiday Pay.** A full-time nurse on the Baylor Plan shall only receive holiday pay for non-overtime holiday service performed outside the nurse’s 24-hour basic work week.

d. **Hours of Duty, Leave and Holidays.** Policies concerning hours of duty, leave and holidays for nurses on the Baylor Plan are contained in VA Handbook 5011, Hours of Duty and Leave.

e. **Fringe Benefits.** Nurses on the Baylor Plan are considered full-time employees for the purposes of retirement, life insurance, health insurance, and work injury compensation.

f. **Outside Professional Activities.** Nurses on the Baylor Plan are covered by the outside professional activities restrictions contained in 38 U.S.C. 7423 and VA Handbook 5025, Legal.

5. **DEFINITIONS.** For the purposes of this chapter, the following definitions shall apply:

a. **Administrative Work Week.** A period of 7 consecutive calendar days which shall coincide with the calendar week, Sunday through Saturday.

b. **Basic Pay.** The annual rate of pay to which an employee is entitled under 38 U.S.C. 7404, including an above-minimum entrance rate or special salary rate range authorized under 38 U.S.C. 7455.

c. **Nurse.** A registered nurse or nurse anesthetist appointed under 38 U.S.C. 7401(1) or 7405a(1)(A), but does not include graduate nurse technicians, nurse technicians, student nurse technicians, or the Chief Nursing Officer of the Office of Nursing Services in VA Central Office, who is appointed under 38 U.S.C. 7306.

d. **[Officially Ordered or Approved Overtime.** Overtime which has been authorized either verbally or in writing by an appropriate management official or his/her designee as determined in accordance with VA Handbook 5011 and local policy.

e. **Weekend.** The period beginning at midnight Friday and ending at midnight the following Sunday.

6. **REFERENCES**

a. VA Handbook 5011, Hours of Duty and Leave

b. 38 U.S.C. 7456 and 7456A
CHAPTER 11. ALLOWANCES AND DIFFERENTIALS PAYABLE IN NON-FOREIGN AREAS

1. GENERAL. This chapter contains guidance on additional compensation for VA employees located in non-foreign areas outside the continental United States, e.g., Alaska, Hawaii, Puerto Rico [, the Territory of Guam, Commonwealth of the Northern Mariana Islands, American Samoa, Johnston Island, Sand Island, Midway Islands, Wake Island] and the Virgin Islands. The payment of additional compensation authorized by 5 U.S.C. 5941 will be in accordance with the requirements contained in 5 CFR, part 591 and the guidance in this chapter.

2. FORMS OF ADDITIONAL COMPENSATION

   a. Territorial cost-of-living allowance (COLA) is based on a determination by the Office of Personnel Management [(OPM)] that living costs in the non-foreign area are substantially higher than in the District of Columbia. Such a COLA may not exceed 25 percent.

   b. Territorial post differential [is paid to certain employees in specified non-foreign areas as a recruitment incentive based on conditions of environment in the local area compared with conditions in the continental United States. Territorial post differential is designed to attract persons from outside the area.

   c. In areas where OPM has authorized both a COLA and a post differential, the Government pays the full COLA and a partial differential so as not to exceed 25 percent of the employee’s hourly rate of basic pay. COLAs are exempt from Federal income taxes; post differentials are not.

   NOTE: Employees stationed in the Territory of Guam and Commonwealth of the Northern Mariana Islands were not eligible to receive non-foreign post differential until January 1, 2010, when the COLA for these areas first fell below 25 percent.]

3. ELIGIBILITY[ ]

   a. Basic eligibility requirements for receipt of a [COLA] by VA employees are:

      [(1)] Permanent assignment to a VA installation in Alaska, Hawaii, Puerto Rico[, the Territory of Guam and Commonwealth of the Northern Mariana Islands,] or the Virgin Islands; and

      [(2)] Occupancy of a position subject to 5 U.S.C. chapter 51, chapter 53, subchapters IV and VIII or appointment in the Veterans Health Administration under 38 U.S.C. Chapter 74.

   b. Basic eligibility requirements for receipt of a post differential by VA employees are:

      (1) The employee must be a citizen or national of the United States.

      (2) The employee's official duty station or detail to temporary duty must be in a post differential area, e.g. the Territory of Guam, Commonwealth of the Northern Mariana Islands, American Samoa, Johnston Island, Sand Island, Midway Islands, Wake Island.
(3) Immediately prior to being assigned to duty in the post differential area, the employee must have maintained his or her actual place(s) of residence outside the post differential area for an appropriate period of time (generally at least one year).

(4) Current residents of a post differential area must have been originally recruited from outside the differential area and have been in substantially continuous employment by the United States or by U.S. firms, interests, or organizations.

4. [EFFECTIVE DATES]

   a. COLA and post differential payments begin on the effective date of the change in the employee’s official worksite to the VA installation within the COLA or post differential area, or in the case of local recruitment, the effective date of the appointment.

   b. For an employee detailed to temporary duty in a post differential area, who is otherwise eligible for receipt of a post differential, payments must begin after 42 consecutive calendar days of temporary duty in the post differential area.

   c. COLA and post differential payments end upon separation; on the effective date of assignment or transfer to a new official VA installation outside the COLA or post differential area; or in the case of an employee on detail to temporary duty in a post differential area, on the ending date of the detail.

NOTE: The Non-foreign Area Retirement Equity Assurance Act (the Act) as contained in subtitle B (sections 1911-1919) of title XIX of the National Defense Authorization Act (NDAA) for Fiscal Year 2010 (Public Law 111-84, October 28, 2009) transitioned the non-foreign area cost-of-living allowance (COLA) authorized under 5 U.S.C. 5941(a)(1) to locality pay authorized under 5 U.S.C. 5304 in the non-foreign areas as listed in 5 CFR 591.205. The Act also extended locality pay to American Samoa and other non-foreign territories and possessions of the United States where no COLA rate applied. Under section 1914 of Public Law 111-84, locality pay was phased in over a 3-year period beginning in January 2010. Under the law, COLA rates issued under 5 CFR part 591 were frozen as of the date of enactment, which was October 28, 2009. The frozen COLA rates will continue to be applicable to VA employees in the non-foreign areas who received a COLA.

[5.] AMOUNTS AND METHODS OF PAYMENT. Additional compensation shall be paid to eligible employees at the percentage rate of basic compensation as specified by 5 CFR 591[Subpart B.]

[6.] REFERENCES

   a. 5 U.S.C. 5941.

   b. Executive Order 10000, as amended.
(2) Hours of work are not creditable for compensatory time off for travel even if the employee is prohibited from actually receiving compensation due to the biweekly limitation on premium pay (see part V, chapter 2, paragraph 6 of this handbook) or the aggregate limitation on pay (see part VII, chapter 2 of this handbook). However, compensatory time off for travel earned under this chapter is not considered in applying these pay limitations.

(3) For [all] employees, (Ref. 38 U.S.C. 7453(e)(5) and 5 CFR 550.112(g)), travel away from the official duty station is considered hours of work if the travel:

(a) is performed during normal duty hours; or

(b) involves the performance of authorized work while traveling (e.g., escorting a patient); or

(c) is incident to travel that involves the performance of authorized work while traveling (e.g., a return trip from escorting a patient); or

(d) is carried out under arduous conditions; or

(e) results from an event which could not be scheduled or controlled administratively.

(4) [ ] Title 5 FLSA non-exempt employees [may receive overtime payment for hours of work during travel under either 5 CFR 550.112(g), as specified above in para 4(b)(3) or under the provisions of the Fair Labor Standards Act (FLSA)] (Ref 5 CFR 551.422), [which states that] travel away from the official duty station [for these employees] is considered hours of work if the travel:

[(a)] requires an employee to drive a vehicle or perform other work while traveling; or

[(b)] requires an employee to travel as a passenger on a one-day assignment away from the official duty station; or

[(c)] requires an employee to travel as a passenger on an overnight assignment away from the official duty station during hours on non-workdays that correspond to the employee’s regular working hours.

[NOTE: An employee’s normal regularly scheduled administrative workweek may not be adjusted solely to include travel hours that would not otherwise be considered hours of work.]

(5) Hours of work for travel as well as other hours of work must be authorized by the appropriate approving official and recorded on the employee’s time and attendance record as required.

(6) When an employee travels between different time zones, the time zone of departure must be used to determine if an employee traveled during regular duty hours. (See Appendix H, Example 3) In determining the amount of travel time, use the actual number of hours and minutes traveled, rounded to the nearest quarter hour.
c. Waiting Time

(1) Up to one hour waiting time is creditable for compensatory time off for travel. This includes time in which the employee is required to wait prior to the departure of a flight or other mode of transportation.
### REQUEST FOR CREDIT OF COMPENSATORY TIME FOR TRAVEL

#### PART I - OUTGOING TRAVEL

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<th>1. NAME OF EMPLOYEE</th>
<th>2. TEL UNIT</th>
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#### 1A. DATE OF TRAVEL (MM/DD/YYYY)
- 03/07/2005

#### 1B. WORK SCHEDULE ON DATE OF TRAVEL (24 HR Clock: 00:00 - 23:59)
- 08:00 AM - 4:30 PM

#### 1C. PLACE OF DEPARTURE
- Home, Worksite, XYZ Location

#### 1D. PLACE OF ARRIVAL
- ALBUQUERQUE, NM

#### 1E. TIME OF DEPARTURE
- 5:00 AM (MOUNTAIN)

#### 1F. TIME OF ARRIVAL
- 10:45 AM (MOUNTAIN)

#### 1G. TOTAL TIME FROM DEPARTURE TO ARRIVAL
- 7:45 HOURS MINUTES

#### 2A. DOES TOTAL TIME INCLUDE ANY HOURS FOR WHICH YOU RECEIVED OR ARE ENTITLED TO RECEIVE PAY? (For example, if you traveled during your normal tour of duty, you must show the time traveled during normal tour of duty.)
- YES (Complete Item 2B)  NO (Skip to Item 4A)

#### 2B. HOW MANY HOURS AND MINUTES
- 4:45 HOURS

#### 3A. DOES TOTAL TIME INCLUDE ANY EXCESS WAITING TIME?
- YES (Complete Item 3B)  NO (Skip to Item 4)

#### 3B. WERE YOU FREE TO USE THE EXCESS WAITING TIME FOR YOUR OWN PERSONAL USE?
- YES (Complete Item 3C)  NO (Skip to Item 4)

#### 3C. IF YOU WERE FREE TO USE THE EXCESS WAITING TIME FOR YOUR OWN PERSONAL USE, WHAT IS THE TOTAL EXCESS WAITING TIME (e.g., the total waiting time in excess of one hour)?
- 0:00 HOURS MINUTES

#### 4A. DID YOU DEPART FROM HOME OUTSIDE YOUR NORMAL WORK SCHEDULE?
- YES (Complete Item 4B)  NO (Skip to Item 4C)

#### 4B. IF YOU ARRIVED AT HOME OUTSIDE YOUR NORMAL WORK SCHEDULE?
- YES (Complete Item 4D)  NO (Skip to Item 5)

#### 4C. WHAT IS CONSIDERED NORMAL COMMUTE TIME?
- See VA Handbook 5007 Part IIZZ Chapter 11, Paragraph 4E

#### 5. WHAT IS THE TOTAL COMPENSATORY TIME FOR TRAVEL REQUESTED FOR PART I (Total time (to)) minus hours of work (to), excess waiting time (to), commute time (to + to).
- 2:15 HOURS MINUTES

### PART II - RETURN TRAVEL

#### 1A. DATE OF TRAVEL (MM/DD/YYYY)
- 03/12/2005

#### 1B. WORK SCHEDULE ON DATE OF TRAVEL (24 HR Clock: 00:00 - 23:59)
- DAY OFF

#### 1C. PLACE OF DEPARTURE
- ALBUQUERQUE, NM

#### 1D. PLACE OF ARRIVAL
- Home, Worksite, XYZ Location

#### 1E. TIME OF DEPARTURE
- 7:00 AM (MOUNTAIN)

#### 1F. TIME OF ARRIVAL
- 5:15 PM (EASTERN STD)

#### 1G. TOTAL TIME FROM DEPARTURE TO ARRIVAL
- 8:15 HOURS MINUTES

#### 2A. DOES TOTAL TIME INCLUDE ANY HOURS FOR WHICH YOU RECEIVED OR ARE ENTITLED TO RECEIVE PAY? (For example, if you traveled during your normal tour of duty, you must show the time traveled during normal tour of duty.)
- YES (Complete Item 2B)  NO (Skip to Item 4A)

#### 2B. HOW MANY HOURS AND MINUTES
- 0:00 HOURS

#### 3A. DOES TOTAL TIME INCLUDE ANY EXCESS WAITING TIME?
- YES (Complete Item 3B)  NO (Skip to Item 4)

#### 3B. WERE YOU FREE TO USE THE EXCESS WAITING TIME FOR YOUR OWN PERSONAL USE?
- YES (Complete Item 3C)  NO (Skip to Item 4)

#### 3C. IF YOU WERE FREE TO USE THE EXCESS WAITING TIME FOR YOUR OWN PERSONAL USE, WHAT IS THE TOTAL EXCESS WAITING TIME (e.g., the total waiting time in excess of one hour)?
- 0:00 HOURS MINUTES

#### 4A. DID YOU DEPART FROM HOME OUTSIDE YOUR NORMAL WORK SCHEDULE?
- YES (Complete Item 4B)  NO (Skip to Item 4C)

#### 4B. IF YOU ARRIVED AT HOME OUTSIDE YOUR NORMAL WORK SCHEDULE?
- YES (Complete Item 4D)  NO (Skip to Item 5)

#### 4C. WHAT IS CONSIDERED NORMAL COMMUTE TIME?
- See VA Handbook 5007 Part IIZZ Chapter 11, Paragraph 4E

#### 5. WHAT IS THE TOTAL COMPENSATORY TIME FOR TRAVEL REQUESTED FOR PART I (Total time (to)) minus hours of work (to), excess waiting time (to), commute time (to + to).
- 6:30 HOURS MINUTES

### FOR TIMEKEEPER USE ONLY

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<tbody>
<tr>
<td>2005/05</td>
<td>2006/06</td>
<td>ABT</td>
<td>03/22/2005</td>
<td>YES (Complete Item 2D)</td>
</tr>
</tbody>
</table>

---

**Signature of Employee**

//\ /\ ELLIOTT ALPHA

**Date Signed**

3/10/2005

**Name and Title of Certifying Official**

//\ /\ A.C. OFFICIAL, DIRECTOR, EMPLOYER RELATIONS

**Date Signed**

3/21/2005

**For Timekeeper Use Only**

**VA Form**

JUL 2018 (R) 0861

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**VIII-H-7**
## REQUEST FOR CREDIT OF COMPENSATORY TIME FOR TRAVEL

### PART I - OUTGOING TRAVEL

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Travel Date</th>
<th>Work Schedule</th>
<th>Departure Time</th>
<th>Arrival Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A.</td>
<td>Date of Travel</td>
<td>04/10/2005</td>
<td>M</td>
<td>9:00 AM – 5:30 PM</td>
<td></td>
</tr>
<tr>
<td>1B.</td>
<td>Place of Departure</td>
<td>Home, Worksite, TID Location</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1C.</td>
<td>Place of Arrival</td>
<td>Lexington, KY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1D.</td>
<td>Time of Departure</td>
<td>6:00 AM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1E.</td>
<td>Time of Arrival</td>
<td>9:00 AM</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### PART II - RETURN TRAVEL

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Travel Date</th>
<th>Work Schedule</th>
<th>Departure Time</th>
<th>Arrival Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>2A.</td>
<td>Date of Travel</td>
<td>04/11/2005</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2B.</td>
<td>Place of Departure</td>
<td>Home, Worksite, TID Location</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2C.</td>
<td>Place of Arrival</td>
<td>Lexington, KY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2D.</td>
<td>Time of Departure</td>
<td>5:00 PM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2E.</td>
<td>Time of Arrival</td>
<td>8:00 PM</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### NOTES

- **1G.** Time from Departure to Arrival: 3:00 HOURS
- **2G.** Time from Departure to Arrival: 3:00 HOURS
- **3A.** Time from Departure to Arrival: 0:15 HOURS
- **4A.** Time from Departure to Arrival: 0:10 HOURS
- **5A.** Time from Departure to Arrival: 0:10 HOURS
- **6A.** Time from Departure to Arrival: 3:30 HOURS
### REQUEST FOR CREDIT OF COMPENSATORY TIME FOR TRAVEL

**Department of Veterans Affairs**

**PART I - OUTGOING TRAVEL**

1. **NAME OF EMPLOYEE**
   
   TYN E. ZONES

2. **TBL UNIT**
   
   883

3. **TRAVEL AUTHORIZATION NO.**
   
   T-05246

4. **FLSA STATUS**
   
   (Exempt - X, Non-Exempt - N)
   
   X

**PLACE OF DEPARTURE**

(Firm, Worksite, ITD Location)

FRESNO, CA

**PLACE OF ARRIVAL**

(Firm, Worksite, ITD Location)

HOME

**TIME OF DEPARTURE**

10:00 AM (EASTERN STD)

**TIME OF ARRIVAL**

10:30 AM (PACIFIC STD)

**TOTAL TIME FROM DEPARTURE TO ARRIVAL**

9:30 HOURS/MINUTES

**PART II - RETURN TRAVEL**

1. **DATE OF TRAVEL**
   
   02/04/2005

2. **WORK SCHEDULE ON DATE OF TRAVEL**
   
   8:00 AM - 4:10 PM

3. **DATE OF TRAVEL**
   
   02/04/2005

4. **WORK SCHEDULE ON DATE OF TRAVEL**
   
   8:00 AM - 4:10 PM

**PLACE OF DEPARTURE**

(Firm, Worksite, ITD Location)

HOME

**PLACE OF ARRIVAL**

(Firm, Worksite, ITD Location)

FRESNO, CA

**TIME OF DEPARTURE**

10:30 AM (PACIFIC STD)

**TIME OF ARRIVAL**

7:30 PM (EASTERN STD)

**TOTAL TIME FROM DEPARTURE TO ARRIVAL**

7:30 HOURS/MINUTES
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