

March 27, 2013

MEMORANDUM OF UNDERSTANDING
Between
AFGE Local 910 and Kansas City VA Medical Center

SCHEDULING OVERTIME

This Memorandum of Understanding (MOU) is entered into between the Kansas City VA Medical Center (KCVA) and the American Federation of Government Employee (AFGE), Local 910. The subject of this MOU pertains to the process of scheduling overtime.

The parties agree that the purpose of this MOU is to assure all staff has equitable opportunity for working overtime in areas in which they are competent and to define the **process** by which competent nursing staff can be identified to provide care.

Definitions:

1. **Known Absences.** Absences that are anticipated due to approved pre-scheduled or planned leave.
2. **Unplanned Absences:** An unexpected nursing staff absence has occurred
3. **Unexpected patient care delivery modifications:** Situations that are not anticipated that require nursing staff to continue providing care, such as 1:1, late transfers/admissions, declared emergencies.
4. **Refusal to work:** Staff does not work the shift for which they signed up to work.
5. **Seniority:** the date the employee started work at the Kansas City VAMC in the current professional RN role. (see Seniority MOU)

Guiding Principles:

1. Staff interested in overtime need to have a signed letter of understanding of hours allowed to work, their responsibility to let their manager know they did work overtime, and their responsibilities of attendance as noted below. See attached document.
2. In order to meet patient care requirements, staff on overtime can be floated to other areas where they are competent to work.
3. If staff refuse to work the shift signed up for more than 2 times in a quarter it will result in them not being allowed to volunteer for additional overtime for the next quarter.
4. When employees in a voluntary situation indicate in advance that they will work overtime, the department has an expectation that they will keep their commitment.
5. It is understood that employees may be unable to report for assigned overtime on a rare occasion. It is understood that employees occasionally may be sick within the pay period they worked the overtime. However, the 2nd sick leave occurrence in the quarter they have worked overtime will result in not being allowed to volunteer for additional overtime for the next quarter.
6. Staff are expected to fulfill their scheduled work hours on their home unit. Voluntary overtime would be in addition to those hours of work.

Process:

A. For known absences:

1. On a weekly basis by 4pm on Wednesday, nurse managers will post needs in a centralized location.
2. Staff can sign up for shifts for which they are competent and oriented. The sign-up sheet will be reviewed at the afternoon staffing meeting.
3. As the open shifts are filled, the nurse manager will put the nurse on the schedule and send the nurse and his/her nurse manager an email to alert them that they are indeed scheduled for that overtime. Every attempt should be made to give the staff at least a 2 hour notice prior to the requested shift.
4. Staffing vacancies will stay posted until the need is filled.

B. For absences due to unplanned leave or for unexpected patient care delivery modifications:

1. Staff can go to the SharePoint and sign up on the Volunteer OT Calendar for times and places they are available.
2. When there is unplanned leave which needs to be replaced (SL, EAL, etc.) the nurse managers and/or house supervisors will first utilize the float pool, if available. If these and other options are not available, the nurse managers and/or house supervisors will utilize the unplanned vacancy list to offer overtime to volunteers with verified competency according to seniority.

C. Governing Rules, Regulations and Laws: It is important that the nurse managers and/or house supervisors as well as the staff volunteering for overtime are aware of the Master Agreement language and the law. The following are the key parts to the contract:

Article 21 Section 3

C. Employees shall not be scheduled to work more than two of the established work shifts (days, evening, nights) within any fourteen consecutive day period unless the parties locally agree to a period longer than fourteen consecutive days.

D. Employees shall not be required to report to work unless they have had at least 12 hours of off duty time between work tours. Exceptions may be made by mutual agreement between the employee and their supervisor (within the established policy).

J. Every practicable effort will be made to assure that work schedules will not be for more than six consecutive days for eight hour tours, three consecutive days for twelve hour tours, and four consecutive days for ten hour tours with no less than two consecutive days off.

Article 21 Section 4

J. Employees who are called back to work for a period of overtime unconnected to their regularly scheduled tour or who work overtime on their day(s) off are entitled to a minimum of two hours overtime pay.

L. Employees required to work through their non-duty meal period shall be paid for such time. (* employees must notify their supervisor in advance for approval first. *)

Public Law 108-445 Section 7456A--Reference

(b) Nurses providing direct patient care should not work in excess of 12 consecutive hours or in excess of 60 hours in any 7 day period, except in the case of nurses providing emergency care. All staff volunteering and supervisors scheduling overtime are accountable for monitoring this.

The parties agree to review this MOU on a biannual annual basis and further agree that either party may request proposals of change appropriate for negotiation. Any provision of this MOU that conflicts with the Master Agreement or law will be considered as void.

References:

- A. Public Law 108-445
- B. VA Handbook 5011, Hours of Duty and Leave
- C. AFGE and Dept. Veterans Affairs 2011 Master Agreement



Kent Hill, Director Date
Director, Kansas City VAMC



Ricky Vest Date
President AFGE Local 910 3/28/13

The following are important facts from the Scheduling Overtime MOU between AFGE 910 and Management. Your signature to this document means that you understand the actions you are responsible for as it relates to working overtime. You will be held accountable for the following actions:

1. Letting your manager know, via email, when you are scheduled to work overtime, in an area outside your home unit. Sending your manager an email confirming you did or did not work the overtime when scheduled in an area outside your home unit.
2. In order to meet patient care requirements, while on overtime you can be floated to other areas where you are competent to work.
3. If you refuse to work the shift you signed up for more than 2 times in a quarter it will result in you not being allowed to volunteer for additional overtime for the next quarter.
4. When you, in a voluntary situation, indicate in advance you will work overtime, the department has an expectation that you will keep your commitment.
5. It is understood that you may be unable to report for assigned overtime on a rare occasion. It is understood that you may occasionally be sick within the pay period you worked the overtime. However, the 2nd sick leave occurrence in the quarter where you have worked overtime will result in you not being allowed to volunteer for additional overtime for the next quarter.
6. You are expected to fulfill your regularly scheduled work hours on your home unit. Voluntary overtime would be in addition to those hours of work.

Public Law 108-445 Section 7456A--Reference

(b) Nurses providing direct patient care should not work in excess of 12 consecutive hours or in excess of 60 hours in any 7 day period, except in the case of nurses providing emergency care. All staff volunteering and supervisors scheduling overtime are accountable for monitoring this.

7. You will not schedule yourself to work greater than 12 consecutive hours or in excess of 60 hours in any 7 day period. If asked to do overtime, you will inform the supervisor their request would put you outside these parameters.
8. You are aware of the following as it relates to the AFGE Master Agreement with the Department of Veterans Affairs:

Article 21 Section 3

C. Employees shall not be scheduled to work more than two of the established work shifts (days, evening, nights) within any fourteen consecutive day period unless the parties locally agree to a period longer than fourteen consecutive days.

D. Employees shall not be required to report to work unless they have had at least 12 hours of off duty time between work tours. Exceptions may be made by mutual agreement between the employee and their supervisor (within the established policy).

J. Every practicable effort will be made to assure that work schedules will not be for more than six consecutive days for eight hour tours, three consecutive days for twelve hour tours, and four consecutive days for ten hour tours with no less than two consecutive days off.

Article 21 Section 4

J. Employees who are called back to work for a period of overtime unconnected to their regularly scheduled tour or who work overtime on their day(s) off are entitled to a minimum of two hours overtime pay.

L. Employees required to work through their non- duty meal period shall be paid for such time. (* employees must notify their supervisor in **advance** for approval first.*)

I have read and understand the required actions expected of me as listed above.

Name

Date