

## MEMORANDUM OF UNDERSTANDING

1. The following agreement is between the Department of Veterans Affairs (VA), Veterans Health Administration (VHA) (Employer) and the National Federation of Federal Employees (NFFE), VA Council of Consolidated Locals (Union) regarding VA Charting the Course (Agency Safety Plan) and Agency Reentry Plan.
2. The Agency will follow OSHA's Occupational Risk Pyramid for COVID-19 in classifying employee risk.
3. The Department will follow CDC guidance and SFWT and OSHA requirements as they relate to social distancing and masking for employees. When required by CDC guidance, SFWT or OSHA requirements, workstations will be adjusted to provide the appropriate spacing. If the work being performed prevents social distancing in required circumstances, additional measures such as cubicle partitions or plexiglass barriers will be used, where possible. In circumstances where controls are required but not possible, the Agency will provide justification to the Union, upon request.
4. Remote employees' whose official work site is their home will not have their status altered solely due to the transition for reentry and off maximum telework. The Department retains the right to suspend or terminate a remote work arrangement in accordance with VA Handbook 5011.
5. Employees transitioning off maximum telework may request to return to their former telework arrangement or request a new telework arrangement in accordance with VA Handbook 5011. Management will not arbitrarily prevent an employee from teleworking who has demonstrated successful performance while teleworking in a position previously determined to be telework ineligible, but which were made eligible by management in response to the COVID-19 emergency. These positions will be re-evaluated for eligibility by the Department on request by employee on a case-by-case basis.
6. When an employee requests to attend a conference outside or not organized or hosted by the Agency, local management will use the guidance regarding travel and attendance contained in the VA's Charting the Course Safety Plan and factoring local safety protocols, and procedures.
7. In accordance with the Master Agreement Article 2 Section 13, if the Department establishes a chartered process action, work group or committee; the Union will be given the opportunity to designate at least one representative to that group. NFFE representatives that participate will use official time allocated through the Master Agreement. Official time for representatives not already on official time will be requested in accordance with Article 2, when allocated official time is insufficient the parties will follow Article 2 Section 8 D of the Master Agreement.
8. Both parties may mutually agree to re-open bargaining on this MOU. The terms of this MOU will remain in effect until a new agreement is made.

9. NFFE midterm team reserves the right to address changes to VA Charting the Course (Agency Safety Plan).

10. Copies of this MOU will be distributed by appropriate local Management official to the NFFE local president on completion. This MOU will be posted on VA LMR website.

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Ryan Fulcher  
Labor Relations Specialist  
Department of Veterans Affairs (VA)

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Jeffrey Shapiro  
President, NFFE-IAM, VA Council

5/2/2022  
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Date

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Date