

VA Directive 1193.01: Mandatory COVID 19 Vaccination Program
Memorandum of Understanding

This memorandum of understanding (MOU) sets forth the agreement between National Nurses Organizing Committee/National Nurses United (NNOC/NNU) and the Department of Veteran Affairs (VA) and Veterans Health Administration (VHA). This MOU is entered pursuant to the provisions 5 USC Chapter 71 and applies to all registered nurses represented by NNU. The parties to this memorandum enter into this agreement for the purposes of establishing a mutually beneficial agreement concerning the implementation of Directive 1193.01 Mandatory Coronavirus disease 2019 (COVID-19) Vaccination for Health Care Personnel (HCP).

1. The Agency will verify accuracy of data submission. If the RN requests, the VA will discuss the verification with the RN.
2. The Department will provide COVID-19 vaccinations, including booster shots, to bargaining unit RNs, free of charge and on duty time if otherwise in a duty status.
3. RNs who suffer side effects from COVID-19 vaccinations, including booster shots, shall be eligible for up to two days of Authorized Absence (AA). If an RN needs additional leave beyond the two days, they may also request sick leave.
4. The Department shall accept an employee's claim that their deeply held religious belief supports an exemption to VHA Directive 1193.01 – mandatory COVID-19 vaccination program – and shall not conduct additional inquiry or request supplemental information unless it has an objective basis for challenging the religious nature or the sincerity of the employee's claim.
5. Limited factual inquiry for exemption request based on religious reasons shall be submitted to the RN in writing. Written determination of an RN's request for mandatory coronavirus vaccination requirements exemption shall be provided to the RN.
6. RNs may request reasonable accommodation exemption from COVID-19 vaccination even if they have not requested a reasonable accommodation for other vaccinations. The fact that an RN did not request accommodation for other vaccinations shall not serve as a basis for denying a COVID-19 vaccination exemption.
7. Vaccination information is considered protected health information and shall be confidential pursuant to the Privacy Act.
8. NNOC/NNU leadership will be provided access to the national data system that provides VHA aggregated data collected (including on RNs) regarding VHA COVID-19 vaccinations and exceptions across the enterprise.
9. VHA will make COVID-19 testing available to all bargaining unit RN employees who are exhibiting symptoms, were exposed or in close contact to an individual with COVID-19, are part of a high-risk population, or who are concerned that they may have contracted the virus. Any RN may request a test through VHA, and VHA will provide one irrespective of vaccination status, as facility testing capacity permits. This provision shall not limit the Department's ability to require testing where it is currently required or for employees who are not fully vaccinated.

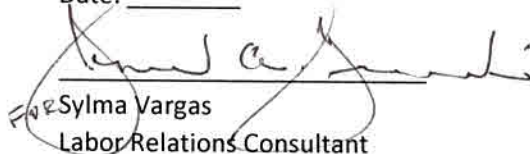
10. For bargaining unit RNs with a requested accommodation to nasal or nasopharyngeal testing, who are required to participate in COVID-19 testing or who voluntarily request testing, the Department shall avail FDA-authorized testing alternatives, insofar as it does not pose an undue hardship to the Department. Such testing shall be provided as soon as is reasonably practicable once requested. Testing alternatives may include methods authorized by the FDA before or after the effective date of this agreement.
11. Required COVID-19 testing shall be on duty time.
12. The Department shall provide sufficient quantities of face masks, fitted N95 respirators, and other appropriate personal protective equipment (PPE), in easily accessible areas, wherever RNs are required to work to ensure the safety of veterans and healthcare personnel.
13. The Department will ensure all RNs are provided with as many masks that are necessary to meet CDC/OSHA guidelines. Masks must be changed, at a minimum, once per day in accordance with 29 CFR 1910.502 (f)(1)(i) or when the mask becomes wet, visibly soiled, torn, or damaged.
14. Nothing in this MOU shall be construed to diminish or waive any RN rights or benefits conveyed by Article 31 of the parties' master collective bargaining agreement.
15. The effective date of this agreement will be the date signed by both parties. VACO LMR will expeditiously provide the local VA facilities with a signed copy of the agreement.
16. This MOU will expire at the issuance of a successor MOU related to the COVID-19 Pandemic or upon the effective date of a newly implemented Collective Bargaining Agreement. This MOU does not preclude the Department from making future changes to VHA Directive 1193.01. If the Department makes a change to this Directive that triggers a contractual or statutory duty to bargain, the Department will meet its bargaining obligations.

FOR THE AGENCY

Richard L. Watkins Digitally signed by Richard L.
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Richard L. Watkins
Labor Relations Specialist
Department of Veterans Affairs (VA)

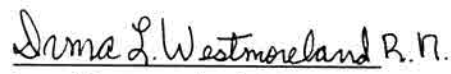
Date: _____


Sylma Vargas
Labor Relations Consultant

Workforce Management and Consulting (WMC)

Date: 05/03/2022

FOR THE UNION


Irma Westmoreland, RN
Chair, NNOC/NNU-VA

Date: 4/12/22