

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 VA Handbook 5011 Hours of Duty and Leave Part II Chapter 4 Alternative Workplace Arrangements (Telework and Remote Work) Policy.

1. Article 18 Alternative Workplace Arrangements (and its successors) shall be construed to cover remote work, as currently defined in VA Handbook 5011.
2. Decisions to deny or discontinue alternative workplace arrangements under VA Handbook 5011 shall not be arbitrary nor capricious. Such decisions are subject to Article 48 grievance procedures.
3. Prior to initiating, modifying, or terminating an alternative workplace arrangement that affects NNU bargaining unit employees, appropriate labor relations obligations must be fulfilled.
4. Department managers and supervisors will determine a positions suitability and employees' eligibility for alternative workplace arrangements. Procedures for expeditious notification to the union may be determined locally and shall be appropriate for local level bargaining.
5. With supervisory approval, temporary remote workplace arrangements may be established at locations other than those identified in the remote workplace agreement. Such arrangements will be in writing and less than 2 weeks in duration. In general, remote workplace agreements, which do not require an employee to report to the agency worksite at least twice each biweekly pay period on a regular recurring basis, do not require a change in official worksite pay adjustment when a temporary adjustment to the remote workplace has been approved.
6. An RN may request to be excused by the supervisor or otherwise utilize appropriate leave in an emergency affecting telework or remote work that is not already covered by Handbook 5011 Section 14c wherein the facility is NOT closed but conditions prevent travel back to the facility or, after travel time, there would not be enough time left in the tour to complete more than a negligible amount of productive work.
7. This MOU does not prevent the Department from making future changes to VA Handbook 5011. 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 related to the changes made. The terms of this MOU will remain in effect until a new agreement is made.
8. 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.

FOR THE AGENCY

Michael J. Clements

Michael J. Clements
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Date: 10/31/2022

James Zeveski

James Zeveski, Labor Relations Consultant
Workforce Management and Consulting (WMC)
For Veterans Health Administration (VHA)

Date: 10/31/2022

FOR THE UNION

Irma L. Westmoreland R.N.

Irma Westmoreland, RN
Chair, NNOC/NNU-VA

Date: 11/14/2022