

MOU NNU-VA
Use of Intermediate Care Technicians
April 23, 2015

This memorandum of understanding (MOU) sets forth an agreement between the National Nurses United (Union and/or NNU) and the Department of Veteran Affairs (VA). This MOU is entered pursuant to the provisions 5 U.S.C. Chapter 71 and applies to all registered nurses represented by NNU. The parties in this *memorandum* enter into this agreement for the purposes of establishing a mutually beneficial agreement concerning the use of Intermediate Care Technicians (ICT)

1. NNU and the Department agree that ICT's are Unlicensed Assistive Personnel (UAP's) and will bargain the use of ICTs as it impacts RNs to the full extent allowed by the Statute at the appropriate organizational level.
2. RN staffing levels will not be adversely affected by the use of ICTs.
3. RNs will be oriented to local and national policies regarding the use of ICTs.
4. As per Article 15 of the NNU Master Agreement, RNs will notify the appropriate management official where an RN believes a work assignment would place a patient, the RN, or another staff member in an unsafe situation. The RN has the right to fill out and Assignment Despite Objection.
5. RNs will not be **solely** responsible for delegation, management or evaluation of the practice of ICTs.
6. The parties agree that the RNs covered by NNU are not supervisors as defined under 5 USC 7103 (a), (10), and do not supervise ICT's, rather, the RNs will only be requested to delegate, manage or evaluate those tasks to ICT's that are within their RN scope of practice and document, as appropriate, those matters.
7. All ICT competencies will be verified by the appropriate licensed Department Personnel. RNs may verify competencies of ICTs that are within the RN's scope of practice as defined by state licensure.
8. NNU may **participate** at all levels in committees related to the ICT practice.
9. NNU will be involved and informed at the local level in facilities plan for the use and practice of the ICT.

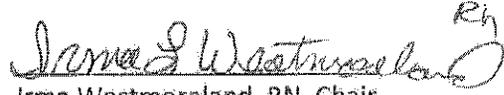
10. Facilities that decide to implement this Directive may track information concerning RN satisfaction and workload generated by the utilization of ICT's. If that data is collected, NNU shall be entitled to that information, upon request, and to the extent permitted by law, and will be given the opportunity to review, comment and discuss concerns related to that data.
11. The effective date of this agreement will be the date signed by both parties. The appropriate local management official will provide a copy of the signed MOU to the local union NNU Director upon their receipt.



Peter A. MacEachern, Labor Relations Specialist
Department of Veterans Affairs

4-29-15

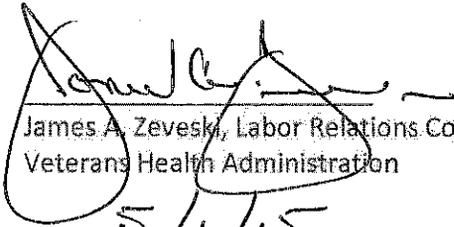
Date



Irma Westmoreland, RN, Chair
NNU-VA

4-23-15

Date



James A. Zeveski, Labor Relations Consultant
Veterans Health Administration

5/1/15

Date