

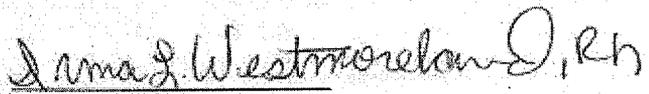
Memorandum of Understanding

The following constitutes an agreement between the National Nurses United (Union and/or NNU) and the Department of Veteran Affairs (VA), Veterans Health Administration (VHA) concerning VHA Directive 2012-xxx on the Use of Unlicensed Assistive Personnel (UAP) in Administering Medication.

1. NNU represented RNs will not be required to document that they have administered medication(s) that have been administered by UAPs.
2. Any NNU represented RN who, in his/her clinical judgment believes that allowing a UAP who has been trained and certified per policy to administer medications may result in an unsafe patient incident should not delegate or assign medication administration to UAPs but instead will ensure the patient's medication is administered safely.
3. In accordance with Work Assignment and Objection to Work Assignments in the Master Contract, RNs retain the right to initiate an Assignment Despite Objection (ADO) for any workplace concern arising from an assignment.
4. In accordance with the NNU Representation on Committees article in the Master Contract, NNU may request representation on any local committee that will be responsible for implementation or oversight related to this Directive.
5. All UAP competencies will be verified by the appropriate licensed Department personnel.
6. This Directive does not change the policies and procedures of Bar Code Medication Administration (BCMA) for the RN to accommodate medication administration by UAPs.
7. The parties agree that RNs covered by NNU are not supervisors, as defined under 5 USC 7103 (a) (10), and do not supervise UAPs, rather, the RN delegates tasks and directs the activities of UAPs.
8. Local bargaining on local appropriate arrangements and procedures shall be appropriate to the extent permitted by the Statute, the Master Contract and this MOU.
9. Facilities that decide to implement this Directive may track information concerning RN satisfaction and workload generated by the utilization of UAPs in administering medications. If that data is collected, NNU shall be entitled to the 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.
10. The effective date of this agreement will be the date signed by both parties. The appropriate local management official will provide a copy of this signed MOU to the local union NNU Director upon their receipt.


Edson Morales, LR Specialist, VACO (LMR)
For the Department

12-6-12
Date


Irma Westmoreland, RN
For National Nurses United

12-6-12
Date


James A. Zaveski, Labor Relations Consultant
For the Veterans Health Administration

12/6/12
Date