

MEMORANDUM OF UNDERSTANDING

between

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

and

DEPARTMENT OF VETERANS AFFAIRS

The following constitutes a Memorandum of Understanding (MOU) between the Department of Veterans Affairs (VA), the Veterans Health Administration (VHA) and the National Association of Government Employees (NAGE) concerning VHA Directive 1193.01(1) – COVID-19 Vaccination Program for VHA Health Care Personnel, dated January 27, 2022 (hereinafter “the Directive”).

1. The Department will provide various COVID-19 vaccines available based on CDC recommendations, and employees in VHA may request a COVID-19 vaccine that is appropriate for their age and health status.
2. The Department will make COVID-19 vaccinations available to all employee during duty time.
3. An employee with COVID-19-like symptoms while in a duty status, should immediately inform their supervisor, and may request release to report to Occupational/Employee Health.
4. Department employees shall protect BUE’s vaccination status in accordance with all laws and regulations that apply to employee privacy.
5. Employee health records related to this Directive, including any records of adverse health outcomes suffered by Bargaining Unit Employees due to the COVID-19 vaccine, will be maintained in accordance with federal law, rules, regulations, and any applicable VA policy.
6. Employees can complete any agency required documentation or processes on duty time and shall be provided access to the necessary technology to do it.
7. The Department agrees to follow all laws, rules, regulations and Department policy regarding the receipt, retention, use, and release of any employee PII, PHI or other HIPAA protected information.
8. The Department will provide the appropriate Personal Protective Equipment (PPE) necessary to comply with this Directive.
9. Masks required by this Directive will be provided by VHA.
10. Masks required for this Directive necessary for vaccinated/unvaccinated health care personnel compliance will be kept in sufficient supply and in reasonably accessible areas where health care personnel are required to wear masks, in both clinical and non-clinical areas. All employees will wear masks in accordance with safety protocols.

11. The Department will provide employees with as many masks as necessary to meet CDC/OSHA guidelines for changing wet/visibly soiled/torn or damaged masks. Masks must be changed at least once a day.

12. When fitted N95 or higher respirators are used, they also serve the purpose of being considered a face mask for this directive.

13. Employees may request a reasonable accommodation if their medical condition or religious beliefs prevent them from wearing a mask.

14. Employees who need an accommodation for medical, pregnancy, or religious reasons shall apply for reasonable accommodation consistent with the Department's reasonable accommodation process at the time of the request. Employees can always go to their supervisor or other management officials in their chain of command to request reasonable accommodation in accordance with VA Handbook 5975.

15. When appointing or designating management officials outside of an employee's immediate supervisors to decide requests for accommodations to the vaccination requirement, the Department will notify the NAGE National.

16. Medical, pregnancy or religious exemptions, will remain in effect as needed and appropriate.

17. Employees may apply for Office of Workers Compensation Program (OWCP) benefits if they believe they contracted COVID-19 while at work or experienced any adverse reactions from the vaccination.

18. Bargaining unit employees' question(s) regarding forms should be directed to their supervisor or Occupational/Employee Health.

19. NAGE will designate a representative that will be provided access to the national data system that provides VHA aggregated data collected about VHA Covid-19 vaccinations and exceptions across the enterprise.

20. Consistent with 5 U.S.C. 7114 § (b)(4) and Article 5 of the VA/NAGE Master Collective Bargaining Agreement, the Department agrees to provide the Union, upon request, and to the extent not prohibited by law, with data that is normally maintained in the regular course of business, reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining and which does not constitute guidance, advice, counsel or training provided for management officials or supervisors relating to collective bargaining. Information will be provided within a reasonable period of time at no cost to the Union. If the Department determines that the information or data requested is not reasonably available in accordance with 5 USC 7114(b)(4), the Union will be notified as soon as practicable, so as to avoid unreasonable delays of contractual timeframes.

21. The Department, in its sole discretion, may determine to discipline employees or take some lesser action such as a warning, counseling or other alternative discipline for non-compliance with the Directive. If the Department proposes and/or takes disciplinary action, it will follow all laws, rules, regulations and the NAGE master collective bargaining agreement in effect at the time disciplinary action is proposed and/or taken.

22. Hand sanitizer will remain reasonably accessible at all VHA facilities as a preventive component of proper hand hygiene.
23. The Department will inform the Local, in writing, when it takes a disciplinary or adverse action against a bargaining unit employee in accordance with Article 37 of the CBA.
24. The parties agree that NAGE locals will be invited to participate in local committee that relate to safety, health, and environmental issues consistent with Article 44 and Article 45 of the parties' CBA.
25. The agency will maintain a SharePoint that contains information about COVID-19 or future pandemic/outbreaks for the situational awareness of employees.
26. Any required Covid-19 training will be provided during duty time.
27. This MOU does not preclude the Department from making future changes to Directive 1193.01(1). 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. Further, this MOU will automatically terminate when the Directive is cancelled or rescinded.
28. A signed copy of this MOU shall be posted on the Office of Labor Management Relations website after it has been converted to achieve 508 Compliance.
29. When a BUE's accommodation is denied, the employee must receive their vaccination within 14 days of the notification of denial of accommodation.
30. NAGE National and the Local Union Presidents shall be provided a copy of this MOU within 14 calendar days of signing this agreement.

Signed, on this 13th day of December 2023

12/14/2023

X Sylma Vargas

Slyma Vargas
 Labor Relations Specialist, VACO-LMR
 Signed by: DENISE BIAGGI-AYER

12/15/2023

X Mark D. Bailey

Mark D. Bailey. Sr.
 NAGE National
 Signed by: DENISE BIAGGI-AYER

12/15/2023

X James Zeveski

James Zeveski
 Labor Relations Specialist, VHA
 Signed by: DENISE BIAGGI-AYER