

**Memorandum of Understanding (MOU) for the  
VA Portland Health Care System between  
Department of Veterans Affairs, Portland Healthcare System (VAPORHCS) and  
American Federation of Government Employees (AFGE), AFL-CIO  
National VA Council 53, AFGE Locals 2157 and 2583**

The following constitutes an agreement between the [parties] of the VA Portland Health Care System (VAPORHCS) [Portland/Vancouver Divisions] within VISN 20, and the American Federation of Government Employees (AFGE), AFL-CIO, National VA Council #53 (NVAC), AFGE Local 2157 & AFGE Local 2583, the parties have reviewed and agreed upon the appropriate arrangements and procedures regarding its COVID Labor Pool, VAPORHCS.

- Staff that have been assigned to the Labor Pool will be identified and their specific duties.
- Expectations for staff assigned to Labor Pool will be clearly outlined and communicated.
- The schedule rotation should be rotated fairly and equitably for all staff, and any pre-scheduled leave should be honored. It is expected that rotations will last up to 45 days. If additional time is needed, management and the Union will work in collaboration to address the need for an extension.
- Additional training and cross-training will be provided as required.
- The Union will receive notification prior to activation of any Labor Pool.
- Management will follow the language of the Master Agreement, Article 12 when selecting employees to be assigned for the Labor Pool.
- The Union will be notified in advance of the activation of the labor to include the numbers and types of employees to be assigned for coverage. The Union will also be involved in the evolving decision-making process when determining the rotation of employees in and out of the labor pool, and the length and scope of the details.
- Management will provide proper notification to the Union prior to changing a BUEs normal tour of duty.
- Qualified Supervisors will provide coverage in respective areas when they can, and maximum intermittent staff usage considered.
- A BUEs assigned to a position which receives specialty pay will be submitted for a special contribution award or time off award at the end of the Labor Pool activation.
- When a BUE is assigned to another duty station for coverage, their paid workday would begin and end at their originating duty station. All travel time between their assigned duty station and the duty station where assigned will be compensated time.

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- If there are traffic delays that extend the BUEs tour, the BUE will be granted Comp Time for Travel, according to VA Travel Regulations.
  
- If available, Government vehicles will be provided to employees required to travel to the alternate duty station. Parking cards will be provided for assigned shifts. BUEs will also be afforded the option of utilizing the VA shuttle.
  
- This MOU supersedes all others which reference or use the wording, “COVID Labor Pool.”

Both Management and the Union reserve the right to re-open bargaining in this MOU by providing a minimum of 30 days advance written notice requesting negotiation. The terms of this MOU will remain in place until any new updates are agreed upon.

**Donald Fowler**  
NVAC 11<sup>th</sup> District Representative  
Chief Negotiator, Labor

**Clare O’Geary, DNP, RN, NEA-BC, FACHE**  
Deputy Director of Patient Care Services  
Chief Negotiator, Management

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Date: \_\_\_\_\_

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Date: \_\_\_\_\_

**Denise L. Lieb**  
President AFGE Local 2583

**Yvonne Angel**  
President AFGE Local 2157

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Date: \_\_\_\_\_

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Date: \_\_\_\_\_