

Memorandum of Understanding

The following constitutes an agreement between the United States Department of Veterans Affairs, Greater Los Angeles Health Care Network and Local 1061, 2297, and 3943 of the American Federation of Government Employees, (Hereinafter, "The Unions") concerning the implementation of the reduction of compressed work tours.

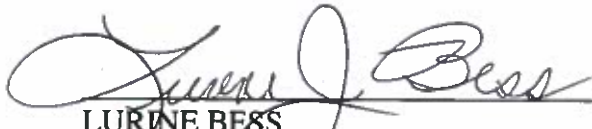
1. The Parties agree that this MOU covers only Nursing Service Personnel.
2. The Parties agree that if an employee is placed on a Light Duty Status, the employee will be taken off any compressed tour and returned to a standard eight (8) hour tour. When an employee reverts to a full duty status, the employee will return to their compressed tour of duty.
3. The Parties agree that if an employee is placed on Sick Leave Restriction pursuant to the terms of the Master Agreement, the employee will be taken off any compressed tour and returned to a standard eight (8) hour tour. When an employee is no longer on Sick Leave Restriction, the employee will return to their compressed tour of duty. Language pertaining to the removal of an employee from a compressed tour of duty will be included in the Sick Leave Counseling / Warning notice.
4. The Parties agree that if an employee invokes intermittent leave under the Family Medical Leave Act, and if the Chief Nurse, in consultation with the applicable Union, determines such invocation presents a negative impact on patient care, the employee will be reassigned to the Float Pool at the West Los Angeles Campus. If reassigned, the employee will remain on their compressed tour of duty. When an employee is no longer entitled to intermittent leave under the Family Medical Leave Act, such employee will be reassigned to their prior job assignment. If an employee seeks not to be reassigned to the Float Pool at the West Los Angeles Campus, such employee may voluntarily revert to a standard eight (8) hour tour of duty and remain in their current assignment.
5. The Agency will provide data on FMLA utilization for the Nursing Service on February 1, 2018 and May 1, 2018. This provision does not impact the Unions ability to request data pursuant to 5 USC 7114.
6. The parties agree to meet in 6 months from the effective date of this memorandum of understanding to review the effectiveness.
7. The parties may unilaterally reopen and negotiate this MOU no earlier than six (6) months after its effective date.
8. If a provision of this Agreement is subsequently determined to be invalid or illegal, such provision shall be considered severed and the invalidity of that provision shall not result in the invalidity of this Agreement.

9. Where any agency regulation or collective bargaining agreement conflicts with this MOU, the Agency regulation or collective bargaining agreement shall govern.
10. This Agreement shall be effective on the date of last signature for all employees appointed under Title 38. For those impacted employees appointed under Title 5, this agreement will be implemented thirty (30) days from the date of execution.
11. The Parties agree that either may seek legal sufficiency review by their respective Office of the General Counsel within thirty (30) days of execution of this agreement. In the event that an Office of the General Counsel deems this agreement not legally sufficient, notice will be provided to the other Party articulating why such an agreement is not legally sufficient. In the event that either party determines this agreement to not be legally sufficient, the Parties will return to negotiations over those items deemed not legally sufficiency within 14 calendar days.



JAMES DOELLING
Nurse Executive

11/3/17
Date



LURINE BESS
District 12, AFGE Representative

11/3/17
Date