

MEMORANDUM OF UNDERSTANDING

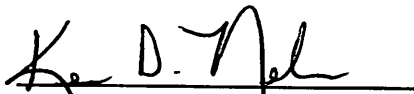
VBA Telework Directive

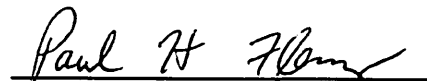
The following constitutes an agreement between the Department of Veterans Affairs, Veterans Benefits Administration (VBA) and the American Federation of Government Employees (AFGE), AFL-CIO National VA Council (NVAC) #53, (Union) regarding the VBA Telework policy

- 1. The current instant message program; i.e. Microsoft Lync or equivalent, is a communication device and will be used as a communication device.**
- 2. If a station's required mode of Communication (phone, email, or current instant message program) becomes unavailable for any period of time due to an outage, the employee will not be called back into the office as long as they are still available through the other modes of communication and they still can performed assigned work.**
- 3. If an employee does not respond to one of the station's mode of communication in a reasonable time, attempts to contact the employee should be made through other modes since systems outages don't always affect every user.**
- 4. At no time will an employee be required to work above the fully successful level to be considered for or to remain as a telework employee. The parties agree to abide by the provisions agreed upon in Article 20 Telework, Section 1C.**
- 5. In addition with procedures set forth in Article 20, Section 11, Except for unusual or urgent needs in cases of emergency or serious discipline infractions, employees will be given a 30 day notice before they are suspended from or removed from telework.**
- 6. If the teleworker has government furnished equipment (GFE), Voice over Internet Protocol (VOIP) will be loaded onto the laptop (MOU dated July 8, 2015) and headsets provided.**

- 7. Teleworkers may be required to share desks in hoteling space in the office. Desk sharing is a subject for local bargaining. An employee will not be forced to take leave due to the lack of desk space. Management should ensure suitable workspace is available at the official duty station at all times. Workspace provided will comply with all government requirements as far as space requirements lighting, ventilation and safety.**
- 8. Desks used by the teleworker, when working in the office will be furnished with needed supplies and phones, unless the VOIP is loaded on the GFE since phone availability may be required to proficiently perform performance duties while in the office. Printer access should also be available in the hotel area.**
- 9. If excess equipment or furniture is available in the office, the employee may request use of any available items at the Alternative Duty Station (ADS), and loan will be noted on the agreement.**
- 10. All Alternative Work Schedules (AWS) and changes to tours allowed in the office will also be available to teleworkers at their alternate work location.**
- 11. In the event overtime is offered and approved, telework employees may be allowed to work all of their hours at the ADS.**
- 12. Management will not hold employees accountable for factors or extenuating circumstances which affect performance that are beyond the employees' control in compliance with Article 27. Parties will adhere to the procedures set forth in Article 20, Section 12, regarding problems affecting work performance.**
- 13. Management will adhere to the procedures set forth set forth in Article 29, Section 20F, regarding VDT breaks.**
- 14. Telework is a voluntary program for eligible employees; Article 20, Section 1B will be adhered to.**

15. If after implementation either party is made aware of issues that may adversely affect employees, both parties agree to discuss the issues and work to mutually resolve the issues for the employees. Should discussions not resolve the issues; the parties will implement the negotiating process.
16. Where this VBA Directive conflicts with the Master Agreement, the Master Agreement shall govern.
17. If any provision of a local agreement is found to conflict with this agreement, the parties shall renegotiate that provision to bring it into conformity with this agreement. The balance of the local agreement shall remain in full force and effect during and subsequent to these negotiations.
18. In accordance with Article 47 of the Master Agreement, Local bargaining shall take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
19. Management shall provide a copy of this MOU to the local president and/or designee at each Local represented by AFGE within 10 days of the date this MOU is signed.


Kevin D. Nelson
For the Agency


Paul Fleming
For AFGE/NVAC

02/21/17
Date