

MEMORANDUM OF Agreement (MOA)

HUD-VASH and AFGE Local 0789 Telework Agreement for VASH Project-Based-Voucher (PBV) Bargaining Unit Employees (BUEs) ("Telework Agreement")

This MOA represents an agreement between the Jesse Brown VA Medical Center ("Agency") and the American Federation of Government Employees (AFGE) Local 0789 ("Union"), concerning the permanent implementation of telework for one day per week for project-based-voucher HUDVASH BUEs ("PBV HUD-VASH BUEs"), (hereafter "Telework Agreement").

I. HUD-VASH TELEWORK INCREASE

- A. Telework will be one day per week for AFGE Local 0789 BUEs working in the project-based-voucher (PBV) HUD-VASH Program.
- B. This Telework Agreement will change from an "ad hoc" agreement to a permanent agreement for project-based-voucher (PBV) HUD-VASH BUEs of AFGE Local 789.
- C. This Telework Agreement supersedes and replaces any previous telework agreements for only project-based-voucher (PBV) HUD-VASH BUEs of AFGE Local 0789 whether written, verbal, or electronic, including the memorandum on Department of Veterans Affairs letterhead from Matthew T. Hunnicutt, entitled "Ad-Hoc Telework/AFGE" dated October 21st, 2021.
- D. The one day per week telework schedule for PBV HUD-VASH BUEs will be coordinated between HUD-VASH management and HUD-VASH PBV Staff (hereafter "PBV Staff" as called by the Agency in the PBV HUD-VASH program at Jesse Brown VA Medical Center).
- E. The preference for scheduling of individual BUE telework days will be granted based on BUE seniority at the HUD-VASH PBV Staff level. Any issues with telework day scheduling decisions for BUEs at the HUD-VASH PBV Staff level will be referred to the HUD-VASH Project-Based Supervisors for resolution.
- F. Any proposed increase or other change to the 1 day per week telework agreement for any individual BUE or any other deviation from this Telework Agreement will be proposed to the union in writing and the Union will be given the opportunity to bargain the proposal at a mutually agreeable date, time, and venue. The Union will be given reasonable notice and the opportunity to participate at a mutually agreeable date, time, and venue in any discussion or communication between management and any PBV HUD-VASH AFGE Local 0789 BUE whether verbal or written regarding any deviation from this Telework Agreement. The exception to this clause is reasonable accommodation – see below.
- G. The above clause (F.) does not include any increases in telework due to any formal reasonable accommodations that have been approved through the formal reasonable accommodation process and approval is on file with the Agency Reasonable Accommodation Officer (currently Christopher Glover). Any telework increases, other deviations from this Telework Agreement or discussions of changes to or deviations from this agreement between the Agency and PBV HUD-VASH AFGE Local 789 BUEs outside of the official reasonable accommodation process will be considered Unfair Labor Practices.
- H. Telework is optional for all Project-Based-Voucher HUD-VASH AFGE Local 0789 BUEs.

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- I. Promoted, transferred, or assigned HUD-VASH BUEs of AFGE Local 0789 will begin the 1 day per week telework schedule upon 90 days from their start date as a Project-Based-Voucher AFGE Local 0789 BUE staff person.
- J. Newly hired BUEs will be reviewed after 90 days for Telework eligibility, this will be determined by Direct HUD-VASH Supervisor while BUE is on one year probationary period.
- K. Project-Based-Voucher HUD-VASH interns will not be allowed telework.

II. MEASUREMENT OF BUE PERFORMANCE PERTAINING FOR TELEWORK ELIGIBILITY

- A. When this Telework Agreement goes into effect, all PBV HUD-VASH AFGE Local 0789 BUEs who elect telework will start off with 1 day per week of telework regardless of current performance level.
- B. "Productivity" will no longer be the sole means of measuring performance for telework eligibility as has been the case in previous telework agreements applicable to HUD-VASH AFGE BUEs.
- C. In accordance with the NVAC Collective Bargaining Agreement ("Master Agreement") Article 20, Section 3 (G), HUD-VASH management will evaluate eligibility for telework using the "fully successful" performance appraisal standard.
- D. HUD-VASH management will measure performance using HOMES, CPRS, TMS, HUD-VASH documentation guidelines/policy/SOPs, and interactions with Agency staff and veterans.
- E. While productivity is not a critical element of telework eligibility, it may be an indicator used by HUD-VASH management (such as extremely high or low productivity) for evaluation of other performance measures.
- F. HUD-VASH management will monitor HUD-VASH BUE performance at least quarterly to ensure staff are meeting the "fully successful" performance appraisal standard for telework eligibility.
- G. HUD-VASH management is responsible for contacting HUD-VASH BUEs to attempt to resolve any performance issues with the goal to support staff to prevent the BUE's removal from telework.

III. REMOVAL FROM TELEWORK

- A. BUE members are expected to be available to Supervisors and program staff during their tour of duty via Teams, Email, Personal Cell or VA Cell. If supervisor cannot contact staff member during scheduled tour of duty staff will be considered Absence Without Official Leave (AWOL).
- B. HUD-VASH BUEs not meeting the performance appraisal standard of at least "fully successful" may be removed from telework, per the Master Agreement, Article 20, Section 11 (A) & (B).
 - 1. Per the Master Agreement, HUD-VASH management will first meet informally with a BUE who is not meeting the "fully successful" performance standard to develop a specific plan for the BUE to reach "fully successful." Management will provide that plan to the BUE in writing (can be an email).
 - 2. HUD-VASH BUEs will be given 30 days to improve their performance to "fully successful" without being removed from telework.
 - 3. At the end of the 30-day period HUD-VASH management will meet with the BUE to assess progress towards meeting "fully successful."
 - 4. If the BUE is not meeting "fully successful" at the end of the 30-day period, management may remove the BUE from telework. At that time management will give the BUE written notice, including the reason for removal and a 2-week notice with the date they are to report for duty 100% on-site.

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- 5. HUD-VASH Management will notify the Union of a BUE's removal from telework on the same day the BUE is notified, should any HUD-VASH AFGE BUE be removed from telework.
- 6. Per the Master Agreement, HUD-VASH BUEs may re-apply for telework 30 days after removal, provided the BUE is meeting the "fully-successful" performance standard.

IV. CHANGES TO WORKSTATIONS PERTAINING TO THIS TELEWORK AGREEMENT

- A. HUD-VASH BUEs will be expected to share offices with Team members for the purpose of implementing this agreement.
- B. The designation of offices and workspaces will be decided through a collaborative effort between HUD-VASH management, HUD-VASH Team Leads and tenant-based HUD-VASH AFGE Local 0789 BUEs.
- C. Seniority within each HUD-VASH team will determine office/desk/workspace preferences.
- D. HUD-VASH management will ensure that a permanent workspace will be available for any staff who choose to opt out of the Telework Agreement.

V. ACKNOWLEDGEMENT OF POSITIVE LABOR-MANAGEMENT RELATIONS

- A. The Agency and Union agree that a goal of this Telework Agreement is to increase workplace flexibilities, fairness, transparency, and employee morale.
- B. The Agency and Union acknowledge a positive working partnership with input from PBV HUDVASH BUEs to come to this Telework Agreement.
- C. The Agency and the Union acknowledge the intention to continue a good faith partnership.

AGENCY

UNION

Signature: Regina Freeman

Signature: Jennifer Cushman

Name: Regina Freeman

Name: Jennifer Cushman

Title: Deputy Chief, SW Program Manager

Title: President, AFGE Local 789

Date: 11/8/2023

Date: 11/6/2023