This memorandum of understanding (MOU) sets forth an agreement between the National Nurses United (Union and/or NNU) and the Department of Veteran Affairs (VA). This MOU is entered pursuant to the provisions 5 U.S.C. Chapter 71 and applies to all registered nurses represented by NNU. The parties in this memorandum enter into this agreement for the purposes of establishing a mutually beneficial agreement concerning Vocera and Like Communication Systems (Vocera).

1. The Department is responsible for ensuring that all RNs will receive the training necessary to enable them to perform all required duties related to Vocera.

2. No bargaining unit RN in a work related position will be adversely affected by the implementation of Vocera.

3. Vocera, and like devices, is not intended to be used as a tracking system for RNs, or for the purpose of monitoring or listening in on employee conversations.

4. RNs that use the Vocera or like devices will be informed of the possible interference of the system with implanted medical devices and of any hazards or potential hazards related to use of Vocera and like devices.

5. RNs that have implanted devices such as pacemakers, defibrillators, etc. may request a waiver from using the Vocera communication system, and will be provided safe alternative modes of communication, until such time, normally within 30 calendar days, that their doctor certifies that Vocera does not interfere with their implanted device.

6. RNs are not required to wear the Vocera communication system during their lunch periods. They may sign out of the system, while on lunch and during their scheduled breaks.

7. Should management determine that the Vocera or like devices not function appropriately in noisy environments, RNs who work in these areas may be provided an alternative communication device.
8. RNs will not be held responsible for the general wear and tear of Vocera devices, (including, but not limited to, damage caused by accidents) except in cases of proven willful negligence.

9. In order to safeguard patient confidentiality, RNs will use professional judgment when receiving a call in a public setting, or other like area or when providing direct patient care. The RN will be allowed to return the call as soon as they are in an area which will not expose patients' private information.

10. Training will be provided to all RNs regarding the use of Vocera or like devices in isolation rooms and the proper infection control practices to protect the RNs from exposure to infectious diseases related to use of the Vocera device.

11. RNs will not be held responsible for failures of the system to work correctly due to wireless connection issues, voice recognition failures, etc.

12. Those issues not specifically covered by this MOU may be appropriate subjects for local bargaining.

13. The effective date of this agreement will be the date signed by both parties. VACO LMR will expeditiously provide the local VA facility with a signed copy of the agreement. The appropriate local management official will provide a copy of the signed MOU to the local union NNU Director upon their receipt.

For the Department

Date

For National Nurses United

Date

For the VHA

Date