

Memorandum of Understanding (MOU)

The following constitutes an agreement between the Department of Veterans Affairs (VA) and the National Association of Government Employees (NAGE/SEIU) concerning Parental Bereavement Leave (PBL) OCHCO Bulletin dated April 26, 2022, as updated.

1. Parental Bereavement Leave (PBL) will be administered consistent with Federal law, rule, government-wide regulation, and this MOU.
2. For the death of a child, other than a stillbirth, an employee must provide self-certification or a death certificate no later than 30 calendar days after the date of the request to use PBL. If the employee does not submit the required documentation within 30 calendar days, the employee may be marked as absent without leave until the employee submits the necessary documentation or the employee may request that the leave of absence be charged as annual leave, sick leave, or leave without pay, as appropriate. Extensions to provide required documentation may be granted on a case-by-case basis and will not be arbitrarily denied. If the required documentation is submitted after an extension is granted, leave shall be converted, as appropriate.

In the event of stillbirth, if a self-certification or certificate of stillbirth is not provided within 60 calendar days of the request to use PBL, the employee may be marked as absent without leave until the employee submits the necessary documentation or the employee may request the leave of absence be charged as annual leave, sick leave, or leave without pay, as appropriate. Extensions to provide required documentation may be granted on a case-by-case basis and will not be arbitrarily denied. If the required documentation is submitted after an extension is granted, leave shall be converted, as appropriate.

3. Intermittent PBL will be scheduled consistent with 5 USC § 6329d. Once the use of PBL begins, the leave must be used continuously unless there is a mutual agreement between the employee and supervisor to use the leave intermittently. Requests and approvals for the use of intermittent PBL will be memorialized in VA's electronic time and attendance system. Requests for intermittent PBL will be discussed amongst the employee and supervisor prior to the *denial* of the request for intermittent PBL. Denials for use of intermittent PBL will be conveyed promptly to the employee through VA's electronic time and attendance system and will contain an explanation for the denial. Requests for intermittent PBL will not be arbitrarily denied.
4. Consistent with 5 USC § 6329d(b)(1), subject to paragraphs (2) and (3) of the Statute, an employee shall be entitled to a total of 2 administrative workweeks of paid leave during any 12-month period because of the death of a son or daughter of the employee.
5. HR's written eligibility determination of the request for PBL will be provided to the employee.
6. The Department will render timely decisions on employee's leave requests.
7. A signed copy of this MOU shall be posted on the Office of Labor Management Relations website after it has been converted to achieve 508 Compliance.

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8. NAGE National and the Local Union Presidents shall be provided a copy of this MOU within 14 calendar days of signing this agreement.
9. This MOU does not preclude the Department from making future changes to the Bulletin. If the Department makes a change to this Bulletin that triggers a contractual or statutory duty to bargain, the Department will meet its bargaining obligations related to the changes made. Further, this MOU will automatically terminate when the Bulletin is cancelled or rescinded.

3/6/2024

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LTosha Condah
Labor Relations Specialist, VACO LMR
Signed by: Department of Veterans Affairs

X Dr. Ginger L. Andrews for

Mark D. Bailey, Sr.
NAGE, Deputy Director
Signed by: GINGER ANDREWS