

VA - NNU Ground Rules:

A. Purpose:

1. The Memorandum of Understanding (MOU) constitutes an agreement between the Department of Veterans Affairs (Department or VA) and National Nurses United (NNU or Union).
2. The purpose of this MOU is to govern the procedures for negotiations over a new national collective bargaining agreement for NNU and the VA for employees included in bargaining unit as certified by the Federal Labor Relations Authority (FLRA) on November 29, 2010, Case No. WA-RP-10-0039. Neither party waives any of its statutory rights by entering into this MOU. The UAN Master Agreement is adopted by this MOU and extended until completion of the negotiations for the new NNU – VA Master Agreement.

B. Procedures:

1. Membership: Each party will select up to six representatives to be members of the bargaining team. Additionally, each party may designate a note taker, who is not considered part of the bargaining team, to keep notes and records during the sessions. Each party must serve, in writing, the names and contact information of their respective representatives within 10 calendar days of signing this agreement.
2. Chief Negotiator: Each party will designate a Chief Negotiator and an Alternate Chief Negotiator. Only the respective Chief Negotiators have the authority to bind the Union and the Department respectively on the finality of an article. Chief Negotiators will provide leadership and be responsible for the conduct of their bargaining team members. Each Chief Negotiator, with respect to their team, will be responsible for calling caucuses, reaching tentative agreements on contract language, initialing and dating agreed-upon proposals, requesting assistance from the Federal Mediation and Conciliation Service (FMCS), requesting assistance from the Federal Service Impasses Panel (FSIP), and any other appropriate logistical issues.

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3. Authority: Each party shall be represented at the negotiations at all times by one duly authorized chief negotiator who is prepared and authorized to discuss and negotiate on matters subject to negotiations and to sign off on agreements for their respective parties.
4. Alternates: Either Chief Negotiator may substitute an alternate for any member of his or her bargaining team at his or her discretion. Such alternate will be entrusted with the right to speak for and to bind the members for whom they substitute.
5. Observers: Observers must be mutually agreed to in advance by the Chief Negotiators. Observers will remain silent and play no role in the negotiation process.
6. Subject Matter Experts: The parties can select up to two subject experts per bargaining session. Any of the designated subject matter experts, otherwise in a duty status, who do not have an existing allocation of 100% official time, will receive official time for the time he or she attends the session and will receive travel and per diem at the Department's expense consistent with the Federal Travel Regulations. Subject matter experts are in attendance to advise their respective teams but do not play an active role at the bargaining table. However, the Chief Negotiators can mutually agree on the participation of any subject matter expert during negotiations. After one year, the parties may select one subject matter expert per session. After two years, subject matter experts will only be by mutual agreement of the Chief Negotiators.
7. Facilitator: The parties, by mutual agreement, can require the assistance of a facilitator in the actual bargaining process.
8. Official Time: In accordance with 5 USC 7131(a), any of the Union(s) representatives, otherwise in a duty status, who do not have an existing allocation of 100% official time on the date of his or her appointment to the bargaining team shall be granted official time for his or her participation on the bargaining team, including travel to and from each negotiation session and for all work related to these negotiations in between bargaining sessions. Any of the designated representatives who has an existing allocation of official time on the date of his or her appointment to the bargaining team, may transfer his or her official time allocated under this agreement to another unit employee to perform the function of the position for which the official time was originally allocated.
9. Proposals: The Union will serve on the VA a complete set of its bargaining proposals on all proposed articles within 55 days of signature of this agreement. This will be done both



in writing and in electronic Microsoft Word format. The Department will provide to the Union a complete set of its bargaining proposals within 45 days of receipt of the Union's proposals. Either party may reopen for negotiation any articles from the Master Contract between the Department of Veterans Affairs and the United American Nurses effective-dated March 11, 2005 (Master Contract). Each party may also propose new articles not found in the Master Contract by written proposal served on the other party, no later than 90 calendar days after the first day of negotiations. The parties agree to exchange, on the first day of negotiations, a tentative list of articles that may be rolled from the previous Master Contract for consideration after negotiation on all initially exchanged proposals. The Chief Negotiators, upon mutual agreement, may roll an article from the previous Master Contract or open an article that was previously designated as a rolled article on the tentative list. During bargaining, the parties will alternate presenting proposed articles. The parties will read aloud each proposed article in its entirety before any discussion of the article takes place. As each proposal is discussed the party offering the proposal will explain it, provide the meaning, objectives, and interests relative to the proposal language. There will be sufficient time for questions and answers.

10. Scheduling for Bargaining: The date of the first bargaining session will be determined by mutual agreement of the Chief Negotiators. The bargaining teams will meet at least two weeks per month. For four months per year, the parties will meet three weeks per month. The Chief Negotiators, in advance of the first session, will set the schedule at six month intervals. Scheduling can be modified by mutual agreement of the chief negotiators. Unless otherwise agreed to, the work week will consist of five full days, Monday through Friday, starting at 1PM Monday, finishing at noon on Friday, with reasonable times for breaks and meals. On full work days, the negotiations will take place between 8AM and 4:30PM.
11. Travel and Per Diem: The designated Union bargaining team members who are VA employees will receive travel and per diem at the Department's expense consistent with the Federal Travel Regulations for all scheduled negotiations sessions held within the first twelve months of the negotiations. For months twelve through twenty four, one half of the designated Union bargaining team members who are VA employees will receive travel and per diem at the Department's expense consistent with the Federal Travel

- Regulations. After two years, each party will be responsible for paying its own travel and per diem expenses. Travel days for all bargaining sessions will be the day preceding the first day of bargaining and the day following the last day of bargaining.
12. Location for Bargaining: The Department will supply, at its own expense, one conference room suitable for negotiations and one conference room suitable for caucuses, at locations to be determined by the Department after discussion with the Union and consideration of the Union's concerns regarding the locations.
 13. Recording the Bargaining Process: No official electronic recording or verbatim transcripts will be made during the negotiations. However, each party may make and keep its own notes and records. Any bargaining members and note taker may use non-voice activated laptops at the table.
 14. Equipment for Team Members and Bargaining: Upon request, all bargaining team members will receive equipment necessary to participate in the negotiations, including a VA laptop, VA thumb drive, blackberry, and access to fax, photocopy equipment, and computer printers while at the location of the bargaining.
 15. Caucuses: The Bargaining Team requesting a caucus will leave the negotiation room to caucus in the caucus room. There is no limit on the number of caucuses held. However, each party will make every effort to respect the other party's time during caucuses and will provide a reasonable estimate on the anticipated length of the caucus and will provide updates if more time is needed.
 16. Mobile Devices: Cellular phones and other mobile devices will be placed on vibrate mode.
 17. Record Keeping: The Department will designate and provide one person who is not on either bargaining team to record and preserve the proposals and tentative agreements of the parties. This record, for each article and any other joint bargaining documents, will be in Word format. Additionally, at the end of each day, and upon request during the bargaining sessions, the record keeper will provide a copy of the working document to the parties.
 18. Bargaining Method: All bargaining will be traditional. However, during the pendency of the negotiations, the Chief Negotiators may agree to consider a combination of bargaining techniques.



19. Signing Off on Proposals: During negotiations the Chief Negotiator for each party will verbally signify tentative agreement on each section. The record keeper will memorialize tentative agreements by setting the agreed-upon language in boldface in the working document of each article. At the end of each day, the record keeper will provide each party with an electronic and paper copy of the day's work. Additionally, at the end of each day, the Chief Negotiators will initial and/or sign off on the paper copy of all agreed to sections or articles. The parties may table any proposals for further discussion later in the negotiations. The parties may reconsider or revise any agreed upon section by mutual consent. No agreed upon proposal is binding and effective until the entire agreement is executed by the parties consistent with this Agreement.
20. Local Supplemental: All negotiations of local supplemental agreements between the parties will cease until the new NNU-VA Master Agreement is completed.
21. Mediation: If agreement is not reached by the completion of negotiations, each party may request the assistance of the Federal Mediation and Conciliation Service (FMCS) to attempt resolution of any issues the parties are unable to resolve after initial discussions at the bargaining table. One half of the Union's bargaining team who are VA employees will receive travel and per diem expenses consistent with the Federal Travel Regulations for any mediation and/or impasse proceedings.
22. Impasse: If the parties are unable to reach agreement with assistance of the mediator and the mediator has released the parties, the Chief Negotiators will jointly declare impasse and jointly request the assistance of the Federal Services Impasses Panel (FSIP) in accordance with 5 USC 7119 and implementing regulations.
23. Negotiability disputes: If the Department declares any proposal to be nonnegotiable, the Union may file a negotiability appeal with the Federal Labor Relations Authority (FLRA). If any proposal is declared to be nonnegotiable is subsequently determined by the FLRA to be negotiable, or if the allegation of non-negotiability is withdrawn by the Department, the proposal will, upon the Union(s)'s request, be negotiated within ten work days from either event. Nothing in this section will preclude the right of judicial review by either party.



24. Collateral third-party actions: An unfair labor practice or grievance filed by either party concerning the conduct of these negotiations will not delay further bargaining while the action is pending, except by mutual agreement.
25. Ratification: Upon completion of the negotiations, the agreed-upon articles will be referred to NNU for ratification. The Department will provide 50 copies of the ratification copy of the agreement, as well as electronic version in PDF format, to the union as soon as possible. The Union will have 60 calendar days after signature of the term agreement to ratify. If the Union ratifies the articles, it will so notify the Department, and the chief negotiators will execute the agreement within 5 work days of such notice. The executed agreement will then be sent for agency head review.
26. Section 7114(c): The head of the Department shall approve the agreement within 30 days from the date the agreement is executed if the agreement is consistent with the Labor Relations Statute and any other applicable law or government-wide regulation. If the agency head does not approve or disapprove within the 30 day period, the agreement shall take effect and be binding on the Department and the Union to the extent it is consistent with law and government wide regulation. The agreement will be in effect when it has been executed and approved under this section.
27. Closure: The new Master Agreement will be in effect when it has been ratified, executed, and approved, and when all matters have been resolved as provided by law. Negotiations disputes, including questions of negotiability and resolution of impasses, will be processed in accordance with the Statute.

C. Effective Date:

Effective Date of the Ground Rules: These ground rules are effective upon signature by both parties. The parties may amend any provision of these ground rules by mutual consent and in writing.

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