

# National Nurses United Master Contract Training



# Preamble

- The Department and NNU are both responsible for maintaining a respectful and cooperative working relationship
- “The RN is an advocate for patient safety”

# Article 1: Recognition & Coverage

- BUE vs. Dues Paying Member
- NNU will be notified prior to removing a RN position from the bargaining unit
- The Department will provide NNU a report from the PAID system of all bargaining unit RNs by the 15<sup>th</sup> day of each quarter

# Article 2: Governing Laws & Regulations

- Hierarchy:
  - Federal Law
    - United States Code (USC ) including 38 USC 7422
  - Government-Wide Regulations
    - Code of Federal Regulations (CFR)
  - VA/NNU Master Agreement
  - Local Supplemental Agreements
  - VA Policies and Regulations
    - National, VISN, Local

## Article 3: Collaboration and Labor-Management Forums (LMF)

- Allows RNs to provide input into the workplace through NNU
- LMF activities may eliminate the need for but do not take the place of formal bargaining

# Article 4: Labor-Management Relations Training

- LMR Training is not limited to contract training
- Either party may provide its own training
- RNs attending joint or NNU training will be on Duty Time when approved
- The NNU trainer will be on Official Time

# Article 6: RN Rights

- Communications will be clear, reasonable and constructive and conducted in private where appropriate
- Information sharing by Department representatives regarding conduct and performance should be on a need to know basis, which includes email

## Article 6: RN Rights

- Disciplinary actions will be timely, based on the circumstances and complexity of each case
- **NEW** Right to environment free of inappropriate behavior
- If a RN is called to a meeting with a manager or supervisor, the RN will be told the subject, location, time and if they have a right to a NNU representative

# Article 6: RN Rights

- Right to meet with NNU
  - During scheduled break or meal period, or
  - With supervisory permission while on duty time
  - If release is not possible at the time of the request, the supervisor will endeavor to provide release to the RN on the work shift requested
- Right to meet in nearby non-work areas in accordance with Section 3B

# Article 6: RN Rights

## Weingarten Rights

- RNs will be notified of their Weingarten rights
  - **Annually**
  - **In connection with any Weingarten investigation**
- The Department must tell the RN of their right to Union representation at the beginning of any Weingarten meeting

# Article 6: RN Rights

## Counseling **NEW**

- Does not constitute disciplinary action
- If more than one management official is present, NNU representation will be offered to the RN in advance
- Can file a grievance if dissatisfied with counseling

# Article 6: RN Rights

- All counseling, either verbal or written, are generally retained for 6 months
- Exception for probationary RNs: Counseling(s) can be used for the entire probationary period

## Article 6: RN Rights

- to review transcripts or recordings
- to expect zero tolerance for violence in the workplace from employees, patients and the public
- to privacy i.e., work-related misconduct for searching bags, lockers, etc.
- Unlawful and conflicting orders procedure

# Article 6: RN Rights

## Group Meetings

- RNs may request meetings with NNU (only) to discuss representational issues on duty time
- Formal meetings require reasonable advance notice to NNU with the opportunity to be present
- Supervisor approval and release is required

# Article 7: Advanced Practice Registered Nurses (APRN)

- Adequate support to manage work assignments
- APRNs may offer suggestions in assignment of collaborating physicians
- APRNS may be granted AA or LWOP to attend training to receive Continuing Educational Units

# Article 8: Seniority

- Definition: EOD for Title 38 at the local facility
- Seniority rosters will be provided, maintained and accessible to all RNs.

## Article 9: Work Unit

- It is the physical area where the nurse works or clinical function if physical area is not applicable such as QM Nurse, etc.
- Forms the basis for leave solicitation, OT, details, floats, etc.
- NNU will be involved in changes regarding work units

## Article 10: Holidays

- All federal Holidays are listed in the contract
- Selection period from September 1<sup>st</sup> thru 30<sup>th</sup>, posted on November 15<sup>th</sup> for following year
- Scheduling process below:
  - Priority 1 – Peer negotiated arrangement
  - Priority 2 – RNS that did not have that holiday off the previous year
  - Priority 3 – Seniority

# Article 10: Holidays

- When detailed or reassigned, RN(s) will keep their previously approved Holiday request(s), unless no other qualified RN is available to perform the assignment
- The Department has to explore alternative staffing methods before canceling the approved holiday

# Article 11: Leave and Absences

- RNs are responsible for planning and managing their leave balance and usage
- Leave programs will be fair and uniform, not arbitrary or capricious
- Leave will not be denied based solely on leave balance
- Denial of leave will not be used as a form of discipline

# Article 11: Leave and Absences

- Sufficient leave weeks will be available to ensure that RNs can take 5 weeks or 26 days, annually
  - In the rare occurrence that this time is not available, the Department will notify NNU to meet and discuss the matter
- Everyone has to follow this process until 2016. Developing local processes are optional after 2016 if both parties agree.

# Article 11: Leave and Absences

- Between August 15<sup>th</sup> and August 30<sup>th</sup> of each year, the Department will notify the RN of the following: carry over, use or lose regulations, etc.
- If a RN is in a use or lose status after September 15, they will not receive any special consideration for approval
- Leave will be approved or disapproved within 5 days of the request or prior to the leave use, whichever comes first

# Article 11: Leave and Absences

## **A new process for annual leave solicitation:**

- RN submit requests Sept 1 - Sept 30
- Decision from supervisor no later than Oct 15 and approved leave calendar posted in unit
  - **Priority 1: Peer negotiation**
  - **Priority 2: RN that did not have the AL time off in the preceding year**
  - **Priority 3: Determined by qualified seniority**

# Article 11: Leave and Absences

- RNs must enter all leave requests for the planning periods in ETA/VATAS by Dec 15
- Approval/disapproval from supervisor by Dec 30
- A process is also in place for open slots of AL posted by the Department. Section 2C

# Article 11: Leave and Absences

- Unplanned leave (incidental) are requests not made during the planning period
- Unplanned leave will be approved or disapproved at the time of the request
- There will always be a leave granting official available 24/7 to act on requests
- The RN must have or will have leave balance for the request to be approved

# Article 11: Leave and Absences

- Will make every effort not to change days off in conjunction with leave
- Two days off before and after a week of leave
- Every effort will be made to honor previously approved leave

# Article 11: Leave and Absences

- When CT is requested instead of SL it will be approved when possible
- In effort to minimize SL usage, the Department will attempt to accommodate RNs who request a change in work schedule in advance for medical/dental appointments

# Article 11: Leave and Absences

- To request SL leave, it is the RN's obligation to make **one** phone call to an established number
- In the unlikely event that the RN does not speak to a supervisor and leaves a voice message, the RN may be called back by a Department representative regarding the SL message

# Article 11: Leave and Absences

- RNs can self certify illness but the Department MAY require a medical certificate or other administratively acceptable evidence within 15 days of their return to duty
- Frequency or the amount of SL used or leave for which acceptable documentation has been provided, will not be the sole factor(s) for determining SL certification

# Article 11: Leave and Absences

- A RN on SL certification may request a review of SL usage every 3 months
  - Written decision if certification cannot be withdrawn
  - Otherwise, the review will be every 6 months

# Article 11: Leave and Absences

- **All New:** Provisions made for RNs work capacity during pregnancy, provisions made for family member to attend child birth.
- Possible designated parking spaces for pregnant RNs at the local level.
- Up to 16 weeks of Maternity/Paternity leave

# Article 12: Details, Floats & Temporary Assignments

- The Department will explore alternative staffing methods before detailing, floating or temporarily assigning RNs away from their usual work unit to avoid disruption in care, to allow continuity of assignments, and address RNs' work life concerns
- Detail/temporary assignment and float defined
- Seniority based process

# Article 12: Details, Floats & Temporary Assignments

- RNs will be provided orientation upon detail or float to a different position/location or area
- Generally, details will be for 30 days, will be extended in 30 day increments and will not exceed 1 year
- The affected RN and NNU will be provided written notice containing the specifics of all temporary assignments or details in excess of 7 days. NNU can discuss

# Article 12: Details, Floats & Temporary Assignments

- If a RN feels that they do not possess the skills to provide safe and competent care the RN can fill out an ADO
- If detailed/temporary assigned, the affected RN will keep their previously approved leave, unless there is no other qualified RN to perform the assignment, including the utilization of alternative staffing methods like the use of OT

# Article 12: Details, Floats & Temporary Assignments

- The Department will work with NNU to avoid detailing Union Officials if the detail would prevent performance of their representational functions
- If floated for a period of 15 minutes or more, the RNs name will go to the bottom of the rotation list regardless of whether the RN volunteered for the float
- A unit based rotation list will be used for floats

# Article 13: Work Schedules

- Involuntary (mandatory) overtime (OT) will not be used unless all of the conditions set forth in 38 USC 7459 are met
- The Department encourages and supports RNs having meaningful input in schedules through the use of wish lists or preferences, self scheduling, peer negotiated scheduling, or similar methods as determined by the Department. If the proposed schedule meets staffing needs as determined by the Department, requests for days off/on should be honored

# Article 13: Work Schedules

- Upon request, NNU will be provided copies of the schedules
- If the schedule is not posted 4 weeks in advance and in 4 week increments, the NNU local will be notified with a specific explanation of the unusual cause of delay and the date the work schedule will be posted

# Article 13: Work Schedules

- Subject to direct patient care needs:
  - RNs will be granted two weekends off in a four week period unless otherwise requested by the RN
  - RNs who normally work every weekend in a 4 week period will have 2 days off consecutively twice in a four week period
  - Review Section 2D(1-8)



# Article 13: Work Schedules

- The Department will consider requests for preferred tours by seniority
- If an RN is moved from a permanent tour they get first choice to be moved back, unless moved for cause
- RNs who work 16 continuous hours of direct patient care in a 24 hour period will be relieved of further call duty to allow for adequate rest, subject to direct patient care needs

# Article 14: Overtime (OT) & Compensatory Time (CT)

- RNs will be paid OT unless CT is requested in writing
- Generally, the supervisor will approve/disapprove CT requests within 5 days. CT is requested as other leave
- Voluntary Overtime Procedure (Section 3)
- RN can cite legitimate reasons for not doing involuntary OT (illness, extreme fatigue, unique dependent care issues, etc.) If approved the RN will work the next involuntary OT

# Article 14: Overtime (OT) & Compensatory Time (CT)

- The Department may require RNs to work OT hours if:
  - the work is a consequence of an emergency that could not have been reasonably anticipated;
  - the emergency is non-recurring and is not caused by or aggravated by the inattention of the Department or lack of reasonable contingency planning by the Department;
  - the Department has exhausted all good faith, reasonable attempts to obtain voluntary workers;
  - the RN has critical skills and expertise that are required for the work; and
  - the work involves work for which the standard of care for a patient assignment requires continuity of care through completion of a case, treatment, or procedure.

# Article 15: Work Assignments & Objection to Work Assignments (ADO)

- The Department is responsible for providing safe patient care and the RN is responsible for notifying the Department when an unsafe patient care situation exists
- RNs will receive hand off reports on duty time
- RNs will not face intimidation or reprisal for providing input, questioning an assignment or filing an ADO
- ADOs can be on forms, email or other written memo and is considered a communication tool between the parties

# Article 16: Staffing

- The Department will share with NNU the staffing methodology, plan and changes in a timely manner.
- The Department will consider NNU's input regarding changes to staffing plan.
- The Department recognizes that staffing can affect the types and amounts of duties required and may potentially impact upon the RN's licensure.

# Article 16: Staffing

- The Department recognizes the need for adequate levels of ancillary personnel to assist RNs to provide safe patient care and assure patient and RN satisfaction
- NNU will appoint one RN to serve on the Facility Expert Panel in a representational capacity
- NNU can recommend a RN to the Nurse Executive for each Unit based Expert Panel to act as a peer, not a representative

# Article 17: Job Sharing

- A form of part-time employment where 2 RNs work part-time to cover 1 full time position
- Offers flexibility in scheduling
- Job sharing will have a written agreement
- If one partner leaves, the other RN has 30 days to try to obtain a replacement

# Article 18: Alternative Workplace Arrangements (Telework)

- Language on eligibility for telework
- Telework forms are located on the VA Worklife Benefits website
- No changes in the telework arrangement based solely on a change of supervisor
- Two weeks notice for either party to end the telework agreement
- Telework is covered by Tort and Workers Comp

## Article 19: Contract RNs

- This article works in conjunction with the Article 21: Outsourcing
- The Department will bargain any negotiable changes that result from usage of contract RNs
- The Department will maintain policies for Contract RNs
- When the Department determines the need to establish a contract for RNs, NNU will be notified

## Article 20: Call Center

- Data collected from the call center system should not be the sole source for disciplinary action or evaluating performance
- Call center monitoring will not be used for timekeeping purposes without appropriate notice and bargaining
- Data will not be used for performance evaluation without notice

# Article 21: Uniforms, Appearance & Professional Identification

- RNs will get the number of uniforms provided by the contract (5) or local policy (which ever is greater)
- When the Department does not allow the RN to wear a VA uniform to and from work, the RN will be provided up to 10 minutes to change into and out of the uniform.
- The RN will be allowed a reasonable amount of time to change clothes when their clothing becomes soiled

# Article 21: Uniforms, Appearance & Professional Identification

- RNs who work in non-uniform areas will be temporarily provided with a uniform when placed on a float or detail to an area where a uniform is required
- RNs may be provided a “loaner” uniform if it is asserted they are in violation of the dress code policy

# Article 21: Uniforms, Appearance & Professional Identification

- RNs issued uniforms will be issued five complete sets of uniforms. RNs who do not wear uniforms in the clinical setting will be issued four lab coats
- NNU has the right to distribute pins and buttons, subject to the process in the Contract.
- RNs may continue to wear NNU scrub top with insignia or can wear NNU embroidered on other uniforms.

# Article 21: Uniforms, Appearance & Professional Identification

- RN and Nurse Practitioner (APRN) designation on PIV badge
- Currently, no charge for lost/stolen cards
- A temporary badge may be issued to RNs who occasionally forget to bring theirs to work after presenting a picture ID
- Currently, PIV cards are not used as time cards

# Article 22: Vacancy Announcements

- **New:** Posting of vacancy announcement changed from minimum of 14 day to 10 days
- NNU may make recommendations for criteria to be used for newly created RN positions
- Seniority will serve as the tie breaker for two equally qualified candidates as determined by the Department
- **New:** Shadowing policy provides for where a selected RN can shadow a current RN for up to 4 hours in the area/unit

## Article 22: Vacancy Announcements

- NNU will be notified of the selection at the same time as the selectee
- Efforts will be made to transfer the RN within 60 days of selection
- If available, NNU will receive reports of transfers, gains, losses and name changes
- NNU will be notified in advance of new RNs entering on duty for orientation



# Article 23: Professional Development & Education

- RNs will have a reasonable amount of duty time for preparation for providing In-services and programs
- RNs may use internet access for nursing research and to do their clinical jobs while on duty time
- Access for resources not on the unit will be coordinated
- The Department will strive to offer education on all tours
- If not available on all tours, the Department will endeavor to offer accommodations as applicable for attendance

# Article 23: Professional Development & Education

- Managers are encouraged to work with the RN to develop options, such as flexible work schedules, to accommodate their academic needs
- NNU and RNs may provide input to the identification and development/updating of competencies

# Article 23: Professional Development & Education

- RN expertise develops from novice to expert, for informational purposes only see Benner Theory of Nursing Development Appendix B
- Orientation will be individualized in length and scope
- Orientation is finished when checklist is completed
- RNs can request assistance from the Department in creating a Personal Development Plan to aid in achieving a higher rating or career goals

# Article 24: Nurse Professional Standards Boards (NPSB)

- Recommendations of the Board will be made equitably and in a consistent manner
- On an annual basis, membership of the Board will be reviewed. NNU will be able to provide recommendations for members
- Reappointments and rotations of members should be frequent, but not cause instabilities

# Article 24: Nurse Professional Standards Boards (NPSB)

- Membership list of names, dates of appointment, term and projected schedule will be provided to RNs annually and as changes are made
- RNs on the NPSB will be given time and the opportunity to participate
- NNU can provide training on the NPSB. AA may be available to attend

# Article 24: Nurse Professional Standards Boards (NPSB)

- NNU can fully represent RNs as a personal representative at a DAB or a Summary Review Board
- If an RN chooses not to have NNU representation, NNU may have a non-participatory observer present for the RN's presentation
- The RN will be notified in writing of the action, including the reconsideration and/or appeals process
- RNs will generally be boarded annually

# Article 25: Nurse Qualification Standards (NQS) & Proficiency Reporting

- The RNs will be notified 90 days prior to the proficiency due date. RNs must provide their input 45 days before the proficiency is due
- Proficiencies will be given and provided to the RN by the due date
- There will be in-person discussion with the rater and constructive feedback will be given to the RN

# Article 25: Nurse Qualification Standards (NQS) & Proficiency Reporting

- Normally information detrimental to the RN will not be included in the proficiency unless the RN has been counseled with a chance to improve
- If a proficiency is delayed and an RN is later promoted, the RN will be made whole
- Reports for delayed proficiencies will be given to NNU upon request

# Article 26: Recognition and Rewards

- RNs who make noteworthy contributions **should** be considered for recognition
- NNU may designate a member to the facility awards committee
- RNs and NNU may provide recommendations concerning awards and recognition

# Article 27: Safety, Health, & Environment

- **New:** When the Department receives a report of a potentially dangerous or unhealthful condition affecting RNs, the Department shall notify NNU
- NNU will forward complaints of unsafe or unhealthful working conditions to the Department
- **New:** NNU has the right to review and/or look into a RN complaint of potential/actual unsafe, unhealthful working conditions and assist the RN in filing a report or initiating a report on the RNs behalf

# Article 27: Safety, Health & Environment

- The Department will make every effort to utilize the RN's professional knowledge, skills, and abilities when making a limited duty assignment
- One local NNU safety representative from each NNU facility will attend one VA approved safety training per year at the Department's expense
- The RN may obtain emergency diagnosis and initial treatment for injuries or illness that becomes necessary during the RN's working hours as available at the facility

# Article 27: Safety, Health & Environment

- At the election of the RN, annual physical examinations will be provided with screenings that may consist of blood tests, urinalysis, EKG, and any other tests as determined by the local facility provider
- NNU & RNs will be involved in selection, evaluation & review of current & new needle stick devices
- The Department will use safety devices on all sharps and needles for the protection of the RN
- The Department will take steps to prevent and mitigate exposure to hazards

# Article 27: Safety, Health & Environment

- **New Sections:**

- Section 4 Safe Patient Handling (SPH)
- Section 7G: Hazardous Communications
- Section 10: Mold
- Section 11: Asbestos
- Section 12: Ergonomic Work Station Design and Work Units concerning work stations/design.
- Section 13: Emergency Preparedness
- Section 14: Smoking Cessation Program
- Section 15: Wellness Program
- Section 16: Use of Insecticides/Chemicals

# Article 28: Workplace Violence Prevention

- Workplace violence can be occupational, security, or a potential criminal issue
- The Department will take action to investigate and stop all workplace violence immediately
- Provide training programs on violence assessment, prevention and verbal de-escalation, and reaction to violence for all RNs

# Article 28: Workplace Violence Prevention

- All RNs have the right to police protection and enforcement of court orders
- RNs may request escorts to cars parking
- Provide communication devices for work outside of the facility
- Provide copies of any documents relating to any incident of workplace violence

# Article 29: Investigations

- Includes routine fact findings and preliminary inquiries
- If the RN elects to be represented and the representative is not immediately available for a Weingarten meeting, the Department may delay or reschedule the meeting for a reasonable amount of time or not have the meeting
- Section 2 only applies to formal investigations (AIBs)
- RN's subject of the investigation, may request and receive a written copy of the Charge Letter of AIB

# Article 29: Investigations

- RNs will be on duty time
- Anyone who conducts AIBs will be trained
- NNU will be informed in advance if a RN is the subject of an AIB
- If requested, RNs have a right to NNU representation if they are questioned in or are the subject of an AIB

# Article 29: Investigations

- NNU can take an active role in the AIB hearing but cannot answer questions for the RN
- The RN's testimony will be provided to the RN and their NNU representative upon request.
- Once completed, the subject of the AIB will be given notice of the outcome and may request a complete copy of the AIB report

# Article 30: Surveillance & Monitoring

- RNs will be given, upon request, two copies of the evidence file including any surveillance media utilized to support the disciplinary charge(s)
- The Department will ensure the proper handling and release of protected information gathered
- Use of such information will only be for legitimate Department purposes

# Article 30: Surveillance & Monitoring

- Data collected from current or future systems may be used to support disciplinary actions if reliable, and/or used with further analysis
- RNs subject to a search for misconduct have a right to a representative during the search
- Steps will be taken to protect the RN's privacy and avoid any undue embarrassment during the search

# Article 30: Surveillance & Monitoring

- RNs will not suffer loss of pay or leave or be disciplined for not reporting to work on time due to delays attributed to nonrecurring security inspections
- Entrances and Exits of NNU Office will not be monitored
- No one will come into NNU's office without a Union official being present

# Article 31: Disciplinary & Major Adverse Actions & Non-Disciplinary Actions

- Where appropriate, coaching, mentoring and education should be done before or instead of discipline
- Disciplinary actions will be taken as soon as practicable
- Avoid “ex parte” communication

# Article 31: Disciplinary & Major Adverse Actions & Non-Disciplinary Actions

- Admonishments 2 years; Reprimands 3 year, BUT
- Admonishments and reprimands may be removed after 6 months. If not removed, the deciding official will meet to discuss their decision, upon request
- When proposing an action, Management should consider the recency of any past disciplinary actions

# Article 31: Disciplinary & Major Adverse Actions & Non-Disciplinary Actions

- Two copies of evidence folder will be ready at the time of the proposal
- If the Department official is unable to hear the oral reply within the 10 calendar day period then the extension will be automatic

# Article 31: Disciplinary & Major Adverse Actions and Non-Disciplinary Actions

- Generally, giving a proposal or decision letter does not require a NNU representative
- NNU has 14 (from 10) days to respond to a Major Adverse Action
- The Department will issue decisions within 21 days of the response or when the response was due

# Article 31: Disciplinary & Major Adverse Actions & Non-Disciplinary Actions

- The Department may reassign RNs during investigations or the pendency of discipline
- In reassignments, the Department will take into consideration the impact of the resulting assignment to the RN as well as the relationship between the temporary assignment and their previous work assignment

# Article 32: Alternative Dispute Resolution (ADR)

- An EEO settlement agreement is not final until NNU signs
- NNU can observe if not representing the RN to maintain the integrity of the contract
- NNU will be involved in the selection of RNs to serve and be trained as Mediators

# Article 33: (EEO) Equal Employment Opportunity

- The EEO counseling period is extended up to 90 calendar days if ADR is elected

# Article 34: Reasonable Accommodations for RNs with Disabilities

- RNs may request NNU assistance at any time during the reasonable accommodation process
- Flexi-place work setting or Telework can be used as a reasonable accommodation

# Article 35: Workers Compensation

- NNU has access to ASISTS to track injuries
- Upon request, NNU will be notified nurses on light duty
- The Department will not request the RN to release their medical records except to the extent to process the claim

# Article 35: Workers Compensation

- The Department will not place a RN on SL certification for absences directly related to an approved OWCP claim
- Light duty assignments are not permanent in nature and are provided to the RN in writing
- The Department is not required to create positions for temporary light duty assignments

# Article 35: Workers Compensation

- There is no obligation for permanent light duty
- The Department will make a reasonable effort to provide light duty assignments consistent with the RN's qualifications and medical limitations

# Article 36: Special Physical Examination (Commonly Known as Fitness for Duty) & Physical Standard Board

- Unless there is unusual circumstances the RN will be provided a 14 day advance notice that includes the reason for the exam when the Department is going to perform the exam

# Article 37: Dependent Care

- Includes relationship by blood or affinity
- RNs will be allowed time to arrange dependent care related to unexpected additional hours of duty
- Allows RNs to make occasional brief contact with dependent care providers as long as it does not interfere with patient care delivery

# Article 38: Appointment Authority Changes

- An explanation of the change in rights and benefits will be provided verbally as well as in writing so that the RN can ask questions and gain clarification

# Article 39: Official Records & Protection of Identifiable Information

- RNs can review these records and request 2 free copies of all personally identifiable records
- RN can enter concise comments if in a disagreement with any record
- RNs will receive a copy of any supervisory note created within a reasonable time

## Article 40: Outsourcing

- Upon request, NNU will receive a copy of the published bid report
- NNU will be included in any site visits either physical or virtual and given a copy of the awarded contract

# Article 42: Employee Assistance Program

- Includes temporary reassignment during rehabilitation
- Not intended to shield a RN from disciplinary or major adverse action

# Article 43: Organizational Performance Improvement

- Pre-decisional involvement is an important tool that may contribute to the success of the Performance Improvement Program
- NNU will be full members on the committee
- NNU will receive copies of the minutes upon request

# Article 44: Research

- RNs participation is voluntary without fear of reprisal
- Research RNs can apply for a permanent appointment any time prior to expiration of appointment

# Article 45: Union Rights & Representation

- Meetings will be at mutually agreeable times, dates, and places that are reasonable and convenient
- If more than one Department official is present during any counseling session, NNU will be notified and given the opportunity to be present
- The Department will provide NNU advance notice and the opportunity to attend formal meetings
- NNU can propose changes to conditions of employment

# Article 45: Union Rights & Representation

- Upon request, the NNU Local will receive a list of B.U. RNs and a list by Time and Leave unit
- If an information request is denied, NNU will receive the reason as well as the name and title of the person who denying it
- The Department will notify NNU if the information is not reasonably available

# Article 45: Union Rights & Representation

- The Department agrees that if they have a concern regarding the information requested they will contact NNU to discuss
- NNU will provide the Department with an annual updated list of officials and the Department will disseminate the list to all RNs within 30 days of receipt
- Upon request provide a report of gains and losses

# Article 45: Union Rights & Representation

- The Department will not alter or censor the content of any direct communication between NNU and RNs
- Libelous or defamatory materials directed at VA or NNU officials or programs are not allowed
- NNU has the right to distribute brochures and literature for use by the RNs
- Surveys will generally be voluntary

# Article 45: Union Rights & Representation

- NNU will be afforded the opportunity to make a 60 minute presentation during RN orientation and coordinate a make-up session
- When NNU meets with new RNs during non-duty time, the Department will not be present (for example: lunch time presentations)
- NNU officers and and/or representatives may introduce themselves to new RNs in non-work areas

# Article 45: Union Rights & Representation

- The NNU local will be on the clearance check list in use at each facility for B.U. RNs who are leaving employment at the facility
- NNU will be notified in writing if anyone needs to access NNU's office for any reason other than cleaning and safety inspection

# Article 46: Facilities & Services for Union Use

- Information on space and office equipment is available in Section 1
- Examples :
  - 3 in 1 color copier/scanner/fax
  - Laser printer-color
  - Upon request, Blackberries for all Directors
  - Routine office supplies
  - National and Local mail groups where bargaining unit RN are assigned, as requested

# Article 47: Official Time

- Unless specified, no NNU representative can function as a full-time union representative or use more than 80% of any official time during the fiscal year (see Grandfather clause)
- It is the goal that all RNs work at least 20% (416 hours) of their regularly scheduled work time at Department assigned duties
- It is recommended that NNU representatives spread out their use of official time hours over the course of the fiscal year

# Article 47: Official Time

- Local Official time Allotments
  - Under 200 BUE - .65 FTEE
  - 200-399 BUE - .75 FTEE
  - 400-599 BUE - 1.10 FTEE
  - 600-799 BUE - 1.45 FTEE
  - 800-1000 BUE - 1.80 FTEE
  - Over 1000 for each 100 increase .1 FTEE (1100-1.9)

Distribution will be determined by the union



# Article 47: Official Time

## Only applicable to facilities with reductions

- If a local unit is losing official time under these calculations, the reduction will occur over a step-down period as follows:
  - during the first full fiscal year of the Contract no reduction will occur; October 1, 2013 – September 30, 2014
  - during the second full fiscal year, the reduction will be at 50% of the loss; October 1, 2014 – September 30, 2015

# Article 47: Official Time

- Refer to Section 3C for exceptions to allocations
  - Bargaining Local Supplement
  - Joint Training Committee and Contract Training
  - Official Time for Labor-Management Forums, Local and VISN
  - Labor-Management Training hours per contract

# Article 47: Official Time

## Official Time Usage

- Official time can be regularly scheduled or maintained in a bank for use, or both. Banks are encouraged
- If a regular schedule is not used, official time must be requested in advance of use
- Process for canceling official time is established and how to use unscheduled or bank time
- Additional specifics TBD locally

# Article 47: Official Time

## Bank Process for Official Time

- The local Union can set-aside a number of hours from which to draw from as needs arise
- A combination of bank hours and scheduled official time:
  - Allocation of 1040 hours per fiscal year
  - Union rep on official time 8 – 10 am every day for 10 hrs per week for a total of 520 hours per fiscal year
  - The remaining 520 hours for the fiscal year can be set-aside in the bank
- Unused hours are not carried over to the next fiscal year

# Article 47: Official Time

## **Requesting and using unscheduled bank time:**

- NNU representatives should coordinate use of official time with supervisors
- The parties recommend using a form that assists in tracking unscheduled bank official time and unused bank time (but not required)

# Article 47: Official Time

- Representatives on official time can visit units and work locations as part of their representational duties but patient privacy must be respected and cannot cause disruption to the work area
- Leave usage and any mandatory or VA directed education does not count towards/against official time usage

# Article 47: Official Time

## National Official Time

- Chair NNU-VA may allocate national official time. The time must come through the national office, either the Chair NNU-VA or VACO LMR
- National and Local official time may be combined to make four 100% National Representatives

# Article 48: Grievance Procedure

- The mere filing of a grievance does not reflect negatively on the RN, NNU or the Department
- The RN will be given reasonable time to discuss, prepare and participate in the grievance procedure
- Process to request a 7422 decision and reiterates that only the Secretary can make the decision

# Article 48: Grievance Procedure

- Step 1: Supervisor
- Step 2: Goes to the ADPCS (Chief Nurse Executive)
- Step 3: Goes to Director or Designee provide a written answer within 10 days of the filing
- The RN and/or NNU or can request a meeting at any or all stages of the process

# Article 48: Grievance Procedure

- Time extensions are by mutual agreement, in writing, prior to the expiration of the time limit and either party will not arbitrarily deny the request
- If the moving party fails to comply with the time limits the grievance is dismissed
- If the responding party fails to comply with the time limits the moving party may advance to the next step

# Article 49: Arbitration

- Only the Department or NNU can take a case to arbitration
- Official notices may be made by email or in other written communication
- Arbitration shall be invoked within 30 days of final grievance decision

# Article 50: Dues Deduction

- Dues deduction form can be sent by multiple methods such as fax or encrypted email
- The Department will complete the process in 2 weeks
- The Department will transmit 2 copies of the remittance list via email or hard copy to the NNU National office and another to the local unit at the end of each pay period

# Article 50: Dues Deduction

- The NNU dues deduction form will be available as the only alternate to the 1187
- Contract clarifies process for changes in the dues amount to take place and process for revocation of Union dues
- NNU will get copies of processed 1188's filed directly by the RN
- If not filed in a timely fashion the form is returned to the RN

# Article 51: Mid-Term Bargaining

- For mid-term bargaining, the level of bargaining will be determined by the organizational level where the proposed change(s) is being initiated
- Specific local time frames for both parties. Section 4.
- Ground rules included in Article
- 15 days to request briefing and 30 days to request bargaining without a briefing
- 30 days post briefing to forward proposals
- The right to bargain may be waived if timeframes are missed

# Article 52: Local Supplements

- Local supplements cannot be opened until training on the Master contract is completed
- Local supplemental contracts may only involve bargaining on subjects not covered in the Master Contract or subjects specifically identified in the Master Contract as appropriate for local bargaining

# Article 53: Nurse Locality Pay Survey

- Upon request, NNU will receive copies of survey data or the third party data used to determine the pay scale
- If third party data is used, NNU can request that a local survey be conducted as well as recommend certain establishments within the geographic survey area be included

# Article 54: NNU Representation on Committees

- NNU can request to be on any committee and the request will not be unreasonably denied
- NNU will receive a list of committees
- NNU will be invited to stakeholder meetings

# Article 58: Contract Duration & Distribution

- 3 year Contract duration
- The Department will provide copies of the Contract to every RN who is on duty at the time the contract is signed
- Link to Contract on VACO LMR website