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PREAMBLE

A. This National Master Contract is made between the Department of Veterans Affairs (VA) and National Nurses Organizing Committee, National Nurses United. For purposes of this Contract, the Department of Veterans Affairs will be referred to as VA or the Department, and the National Nurses Organizing Committee, National Nurses United will be referred to as NNOC/NNU-VA or the Union.

B. The Department and NNOC/NNU-VA agree a constructive and cooperative working relationship between labor and management is essential in achieving the VA's mission and to ensure a quality work environment and work life. NNOC/NNU-VA and the Department recognize their relationship must be built on a solid foundation of cooperation, collaboration, trust, mutual respect, understanding, and sharing in the responsibility for organizational success. On issues that carry an obligation to bargain under the Federal Service Labor Management Relations Statute (the Statute), the parties agree that discussion will occur at the earliest opportunity.

C. The parties acknowledge that the Registered Nurse (RN) is critical to delivering safe patient care. RNs base actions and decisions on sound professional judgment, Scope and Standards of Professional Nursing Practice and Evidence Based Practice.

D. This contract will support a quality working environment for the recruitment and retention of RNs. Therefore, the parties agree to work together in collaboration and through this contract to identify opportunities for improvement, enhance productivity, and deliver the best quality of service to our nation’s Veterans and their families. The parties agree that the RN is an advocate for patient safety. Patient safety is an integral part of the RN role.

Article 1: Recognition and Coverage

Section 1

California Nurses Association, National Nurses Organizing Committee, National Nurses United, AFL-CIO (Union or NNOC NNU-VA) is recognized as the sole and exclusive representative for all RNs, in units, hereinafter referred to as local units, consolidated and certified by the Federal Labor Relations Authority (FLRA) in case No. WA-RP-16- 0046, dated September 29, 2016, and any subsequent certifications or amendments. Employees subsequently added to the consolidated unit certification are automatically covered by the Master Contract.

Section 2: NNU Role

As the sole and exclusive representative, NNOC NNU-VA at the national and local unit level is entitled to act for and to negotiate contracts covering all RNs in the bargaining unit. NNOC NNU-VA is responsible for representing the contractual interests of all RNs in the bargaining unit, regardless of membership status.

Section 3: Registered Nurse Representation

A. The Department recognizes NNOC NNU-VA as the exclusive representative of all RNs in the bargaining unit; NNOC NNU-VA has the right to speak for and to bargain on behalf of the RNs it represents.

B. The NNOC NNU-VA will be given reasonable advance notice as to provide sufficient notification for a representative to be present at any formal discussions with bargaining unit employees concerning matters affecting personnel policies, practices or working conditions. In situations where the Department knows far in advance of the formal discussion, it should not delay in providing notice to NNOC NNU-VA of the meeting. The intent is not to delay time-sensitive discussions or to prevent a sufficient opportunity for a Union representative to attend the meeting.

C. The Department agrees that by participating in such discussions, the parties do not waive their rights under the Statute to request formal bargaining as appropriate consistent with the Mid-Term Bargaining Article.

Section 4: Bargaining Unit Eligibility

A. Prior to taking an existing bargaining unit position out of the unit, the Department will discuss the unit status with NNU. Subsequent to such discussions, if the Department takes the position out of the unit, NNU will be notified in writing. Such notice will include the basis for the removal.

B. The Department will provide NNU, each quarter, a copy of basic employment information regarding Bargaining unit RNs from the HRSmart system or other existing automated database. To the extent reasonably available, the basic employment information will include, by facility, the following: RN name, employee ID, department ID code, work schedule (e.g., full time, part time, intermittent), grade, step and total salary, T&L codes and tour of duty. This information will be provided in electronic (Excel) format to the union at the national level for local dissemination.

Section 5: NNU Representatives

Union officials/representatives are defined as elected officers or RN representatives who are designated by NNU. NNU at the appropriate level will provide the Department with an updated list of the names, titles, room numbers and telephone numbers of all officials annually and when changes occur. Only representatives on this list are authorized to represent NNU. This list can be updated at any time, electronically or in writing, as changes occur.

ARTICLE 2: GOVERNING LAWS AND REGULATIONS

_____: Relationship to Laws and Regulations

A. In the administration of all matters covered by this Contract, applicable Federal Statutes and their implementing regulations shall govern management officials and RNs. They will also be governed by Government-wide regulations in existence upon the approval date of this Contract.

B. Under 38 USC 7422, collective bargaining by RNs appointed under Title 38, including RNs, may not "cover, or have any applicability to, any matter or question concerning or arising out of (1) professional conduct or competence, (2) peer review, or (3) the establishment, determination, or adjustment of RN compensation under this title."" ... The term 'professional conduct or competence' means any of the following:
(1) Direct patient care,
(2) Clinical competence."
By law, these areas are excluded from collective bargaining, including any grievance procedure under this Contract. NNU and the Department intend that all articles in this Contract should be interpreted consistent with such statutory provisions, regardless of whether or not 38 USC 7422 is specifically cited in the article.

C. NNU and the Department agree that 38 USC 7422 shall govern each and every article and section of this Contract as described in Section 1B above.

Section 2: Relationship to Department Policy

A. Where any Department or VHA policy expressly conflicts with this Contract, this Contract shall govern. Portions of Department or VHA policy, including Directives/Handbooks, which do not conflict with this Contract will remain in force.

B. All local and national VA policies, including, but not limited to, standard operating procedures, guidelines which affect personnel policies, practices or working conditions of RNs will not be added, eliminated or modified without bargaining as appropriate consistent with Article 51 – Mid-term Bargaining when such a duty to bargain is triggered by the Federal Service Labor-Management Relations Statute (the Statute).

C. Nothing in this provision is intended to waive the NNU's right to demand to bargain, consistent with Article 51 – Mid-term Bargaining or to satisfy the Department's obligation to bargain upon demand, over any change(s) in working conditions when such a duty to bargain is triggered by the Statute.

ARTICLE 3: COLLABORATION AND LABOR-MANAGEMENT FORUMS

Section 1: Purpose

A. The Department and NNOC, NNU-VA are encouraged to support collaborative relationships that will renew their efforts in improving service to Veterans and providing a positive work environment for RNs.

B. Collaborative activities may eliminate the need for formal bargaining but is not a waiver of bargaining rights of either party under law or government-wide regulation.

Section 2: Principles

NNOC, NNU-VA and the Department encourage open communication that facilitates collaborative recommendations, cooperation, and mutual respect.

Section 3: Pre-Decisional Involvement

Collaboration can lead to a functional and effective labor-management relationship. This includes discussion with NNOC, NNU-VA of potential changes in the workplace and the accomplishment of work by RNs, prior to the change being effectuated. Collaboration may enhance the decision-making process by providing the opportunity for NNOC, NNU-VA and the Department to discuss proposed changes, identify potential problems, exchange ideas and explore solutions. To the extent practicable, the Department will bring forth issues at the earliest possible time during collaborative discussions in order to minimize the time spent in, or the need for, formal negotiations.

ARTICLE 4: LABOR-MANAGEMENT RELATIONS TRAINING

Section 1: Joint Labor-Management Relations Training

A. The parties agree that joint Labor-Management Relations (LMR) training is of mutual benefit when it covers appropriate areas such as contract administration, joint master contract training, interest-based bargaining, and other labor-management relations issues.

B. Bargaining unit RNs attending joint LMR training will be on official time. Apart from trainers, such official time will not count towards an official time allocation. The NNU representatives conducting joint LMR training will be on official time subject to applicable allocations. Joint LMR training may, as appropriate, count towards any annual training requirement that the Department may establish.

C. Joint national LMR training will be provided by mutual agreement of the parties. This training does not preclude separate training by either party.

D. Joint local LMR training will be provided by mutual agreement of the local parties. If approved, the nature, amount, and scheduling of the joint LMR training will be resolved locally. This training does not preclude separate training by either party.

E. Any training documents and media will be prepared jointly and published by the Department.

Section 2: NNU Sponsored Labor-Management Relations Training

A. NNU and the Department agree that NNU sponsored LMR training is of mutual benefit when it covers appropriate areas such as contract administration and interest-based bargaining. NNU sponsored training will be clearly identified as such. The intent of NNU sponsored training is to enable and empower local Union representatives to carry out their permitted representative functions and to train staff RNs on labor-management relations.

B. Subject to advance Department approval, official time allocated from the Official Time Article of this Contract can be used for appropriate union sponsored training, including travel time conducted during duty hours.

C. Bargaining unit RNs may request to attend NNU sponsored LMR training, subject to advance approval by the Department. If approved, attendance will be on official time. As appropriate, such training may count towards any annual training requirement that the Department may establish. If the request is not approved, NNU will be provided the reason for the decision, upon request.

D. NNU will notify the appropriate Department supervisors as soon as possible, but at least four weeks prior to the desired training date of the individuals selected for, or desiring to attend, NNU sponsored training. Additionally:

   1. For national NNU sponsored LMR training, VACO LMR will be given reasonable advance notice of the training along with a specific agenda.

   2. For local NNU sponsored LMR training, the appropriate Department official of the local health care system will be given reasonable advance notice of the training along with a specific agenda.

E. Training that relates to internal union business will not be conducted or attended on official time.

Section 3: Third-Party Sponsored Training

Third-party sponsored training may be considered an appropriate use of official time.

ARTICLE 5: NATIONAL LABOR-MANAGEMENT RELATIONS (LMR) – NNU MEETING

A. There shall be an annual one day joint face-to-face National VA Labor Management Relations – NNU meeting. The location of the meeting will be in Washington DC, unless mutually agreed otherwise. NNU and the Department may mutually agree to extend the meeting beyond one day. NNU and the Department will exchange agenda items no later than six weeks in advance, unless mutually agreed otherwise. NNU and the Department will jointly determine whether additional meetings via current telecommunications technology are necessary.

B. The Department will authorize official time (if otherwise in a duty status), for eight NNU representatives. The Department will pay travel and per diem for four of the eight NNU representatives. NNU will provide to VA Central Office management the names of the NNU designated representatives no later than six weeks in advance of the meeting, so that official time may be authorized. The amount and use of official time for the national meeting will be subject to the allocations established in the Official Time article of this Contract.

C. Upon request of NNU, a representative from the Office of Nursing Services (ONS) may attend the National VA Labor Management Relations - NNU meeting to address specific agenda items.

D. On an as needed basis, the parties may schedule meetings via current telecommunications technology to address time sensitive issues with NNU and either ONS or LMR.

Article 6: RN Rights

Section 1: General Rights

A. RNs are integral members of the health care team. In an atmosphere of mutual respect, all RNs shall be treated fairly, equitably and without discrimination, including but not limited to, their political affiliation, union activity, race, color, religion, national origin, gender, sexual orientation, marital status, age, or non-disqualifying disabling conditions. RNs will also be afforded proper regard for and protection of their privacy and constitutional rights. It is therefore agreed that the Department will establish working conditions that will be conducive to enhancing and improving RN morale and efficiency.

B. RNs have the right and responsibility to self-monitor their performance. Should a RN identify an issue/concern, the RN will notify the appropriate supervisor or service chief of the issue identified. RNs have the right to expect the Department to correct validated systems issues. The Department shall provide the education or skills training required by the Department to address other validated issues/concerns. Additionally, should the RN's official duties change or be altered, the Agency will provide the required education or skills training required as a result of those changes or alterations. The Department will foster an atmosphere of safety by encouraging RNs to identify systems issues without fear of reprisal.

C. RNs have the right to have all communications, including but not limited to, instructions and assignments given in a clear, reasonable and constructive manner. Such communications will be provided in an atmosphere that will avoid embarrassment or ridicule.

D. Information sharing between/from Department representatives, including but not limited to, electronic mail messages (email) regarding conduct or performance deficiencies and an employee's leave status, will not be distributed to or shared with other employees who do not have a need to know.

E. If a RN is to be served with a warrant or subpoena, the Department will take steps to ensure that it will be done in private without the knowledge of other employees to the extent it is within the Department's control. A Department representative will escort the RN to the VA Police Department or Human Resources as appropriate.

F. Consistent with the Non-Disciplinary, Disciplinary and Major Adverse Actions Article of this Contract, disciplinary and adverse actions will be impartial, taken with due process, not based on gossip or unsubstantiated rumors, and timely, based on the circumstances and complexity of each case.

G. RNs have the right to work in an environment free from inappropriate behavior such as intimidation, coercion, harassment, bullying behavior, non-verbal threatening gestures or reprisal and no RN will be used as an example to threaten other RNs.

H. RNs are encouraged to give suggestions and ideas to make the Department a better workplace and employer of choice. These suggestions and ideas will be given due consideration and feedback will be provided by the Department.

I. RN participation in surveys will be voluntary, unless NNOC NNU-VA and the Department agree to require participation. RNs will be assured that their responses will be confidential and their anonymity will be protected, unless NNOC NNU-VA and the Department agree otherwise.

J. The RNs shall be advised of the subject, location and time of all meetings with the Department. The RN will be advised of their right to NNU representation at the same time, if applicable.

Section 2: Rights to NNU Membership

Each RN in the bargaining unit will have the right to join NNU, engage in any statutory rights or rights under this Contract, including but not limited to, submitting an Assignment Despite Objection (ADO), filing a grievance or other complaint, asking for Union representation, participating in the Union, consulting with the Union and acting as a designated representative without fear of penalty or reprisal. This right shall extend to participation in all NNU activities including service as officers or representatives.

Section 3: Rights to NNU Representation

A. The Department recognizes a RN's rights to assistance and representation by NNU, and the right to meet and confer with NNU representatives in private during duty time, consistent with law and with this Contract. If the RN or the Union official request to meet and confer regarding representational issues, the Department will endeavor to allow the RN to be released within the work shift in which the request is being made. A RN must have supervisory permission prior to leaving the work unit unless the RN is on break or meal period.

B. The right to meet with a NNU official to discuss representational and other issues includes the right to meet in a nearby non-work area, including but not limited to, available break rooms, conference rooms, and unused patient rooms where privacy is assured.

C. If the RN cannot be released immediately upon request to meet with a NNU representative, the RN will be released within a reasonable timeframe (generally no later than the day following the request) to schedule and meet with a NNU representative on duty time. If such release is not made or not possible,

appropriate relief from grievance time frames will be afforded. The Department may track the amount of time RNs use while on duty to meet and confer with Union representatives.

D. When the RN chooses to meet with the Union on scheduled meal or break times, supervisor permission is not required.

E. After New Employee Orientation, RNs may request a copy of the Contract by contacting NNU/NNOC or the local Human Resources office.

Section 4: Weingarten Rights

A. The Department agrees to inform all RNs annually of their right to NNU representation under 5 USC 7114 (a)(2)(B), commonly known as the Weingarten Right. Specifically, the Weingarten right provides the following: in any examination of a RN by the Department (or any agency acting as an agent of the Department) in connection with an investigation, the RN has a right to NNU representation if he/she reasonably believes that the examination may result in disciplinary action, and NNU representation is requested by the RN.

B. At the beginning of any actual examination of a RN in which Weingarten applies, the Department agrees to provide notice to the RN of his/her right to have an NNU representative present during the examination.

C. The Department will not dissuade a RN on the need for, or from requesting Union representation.

D. If the RN requests NNU representation, the Department may delay or reschedule the meeting if necessary, in order to give NNU an opportunity to be present. The unavailability of a union representative will not unduly delay the meeting. NNOC NNU-VA recognizes that the RN has the right to waive or refuse NNOC NNU-VA representation.

E. A RN may rescind the waiver to NNU representation and invoke this right at any time during the process.

Section 5: Counseling

A. Both verbal and written counselings shall be reasonable, fair, and used constructively to encourage a RN's improvement in areas of conduct and performance. A counseling, either verbal or written, does not constitute a disciplinary action. The Department is not required to counsel verbally prior to issuing a written counseling to a RN.

B. Conduct or performance deficiencies will be discussed with a RN in private.

C. The Department official, at their own determination, may invite a NNU representative to attend a counseling session.

D. In general, meetings to deliver a counseling do not require the RN to have representation. However, if the supervisor requires additional Department representatives to deliver the counseling the RN may request a union representative be present, subject to the determination of the Department Official.

E. After a counseling session, if the RN is dissatisfied and wishes to pursue a grievance, the RN may proceed to either Step 1 or to Step 2 of the grievance procedure.

F. Verbal Counseling:

1. When it is determined that verbal counseling is necessary, the counseling will be accomplished during a private meeting with the concerned RN.

2. Verbal counselings will be reasonable, fair and used constructively to encourage the RN's improvement in areas of conduct and performance.

3. If a written confirmation or record of the verbal counseling is made by the Department, the RN will be provided a copy as soon as possible. It will be annotated on the confirmation notice to the RN that the counseling is verbal.

4. A verbal counseling does not constitute a disciplinary action or entitle the RN to representational rights. However, if the counseling turns into a Weingarten meeting (i.e., where a Department official questions a RN and the RN reasonably believes that the questions may lead to his/her discipline as described in Section 4 of this Article) then the RN is entitled to NNU representation upon request. At any point during the counseling session where a RN has the right to local NNU representation, the RN shall be advised of that right immediately.

G. Written Counseling:

1. Written counseling will be reasonable, fair, and used constructively to encourage the RN's improvement in areas of conduct and performance. When it is determined that written counseling is necessary, the counseling will be accomplished during a private meeting. Two copies of the written counseling will be given to the RN.

2. Consistent with the Non-Disciplinary, Disciplinary and Major Adverse Actions Article of this Contract, written counselings for non-probationary employees may only be kept or used to support other personnel actions for up to six

months unless additional, related misconduct occurs, and then it may be retained up to one year.

3. A written counseling does not constitute a disciplinary action or entitle the RN to representational rights. However, if the counseling turns into a Weingarten meeting (i.e., where a Department official questions a RN and the RN reasonably believes that the questions may lead to his/her discipline as described in Section 4 of this Article) then the RN is entitled to union representation upon request. At any point during the counseling session where a RN has the right to local NNU representation, the RN shall be advised of that right immediately.

4. In the case of probationary RNs, written counselings may be kept up to the time a decision is made regarding whether or not the RN will continue beyond the probationary period, unless the employee initiates litigation to contest a probationary termination decision. Thereafter, all written counselings must be removed.

Section 6: Use of Recording Devices

A. No recording device, electronic or otherwise, shall be used to make a record of any conversation between a RN and Department official without mutual consent except for Administrative Investigations, Inspector General investigations, Office of Resolution Management (ORM)/Equal Employment Opportunity (EEO), investigations or law enforcement investigations.

B. In the instance that the Department makes a recording of a statement given by a RN during an administrative investigation (including fact findings and AIBs), the electronic recording will be transcribed. When a recording is made, the RN will be given the opportunity to review the transcript for accuracy, and may make corrections as needed. Upon request, the RN will be provided a copy of the transcript, as well as a copy of the RN's corrections, if applicable.

C. RNs who are given a proposal for discipline based on recorded statements given to Department officials must be provided with the final complete written transcript of all of the statements at the time the proposal letter is issued.

Section 7: First Amendment Rights

RNs have the right to present their views to Congress, the Executive Branch, or any other authorities and to otherwise exercise their First Amendment rights, consistent with applicable laws, without fear of penalty or reprisal.

Section 8: Access to Documentation

Upon proper request, RNs have a right to be made aware of and receive copies of any information, including anecdotal notes, specific to them maintained under their name, social security number, and/or any recognizable personal identifier, pursuant to the Privacy Act of 1974, 5 USC Section 552a(d)(1). The Department will promptly provide the documents, based on their availability and will not unduly delay providing of the documents. The Department agrees to follow the requirements for creating and/or maintaining systems of records consistent with law and government-wide regulation.

Section 9: Personal Rights

A. RNs will have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion, retribution, or discrimination by the Department, so long as such activities do not conflict with job responsibilities.

B. The Department will make every reasonable effort to provide for secure storage of personal belongings.

C. Upon request, the Department will instruct RNs on how to file a claim for reimbursement under 31 USC 3721 and related regulations and will make forms available in case of loss if some personal item is damaged, irretrievably lost, or destroyed.

Section 10: Dignity and Self-Respect in Working Conditions

RNs, individually and collectively, have the right to expect and to pursue conditions of employment that promote and sustain human dignity and self-respect. Therefore, they will be treated with dignity and respect in the performance of their duties by all those they encounter. It is the RN's right to expect zero tolerance for violence in the workplace whether from other employees, patients or the public.

Section 11: RN Right to Privacy

A. RNs may store personal papers and effects in their office, desk, file cabinet, or lockers. Personal papers and effects stored in Department areas are subject to warrantless search or seizure if the Department has reasonable grounds for suspecting the RN is engaged in work-related misconduct or the search is necessary for a non-investigative work-related purpose.

B. Additionally, consistent with the Article on Surveillance and Monitoring of this Contract, search of a RN's person and personal items owned by the RN, such as handbags, briefcases, backpacks, or other like material, may be permitted only on the basis of reasonable suspicion based on specific, objective evidence and/or reasonable inferences drawn from the evidence of work-related misconduct or criminal activity.

Section 12: **Whistle-Blower Protection**

Consistent with the Federal Whistleblower Protection Act, 5 USC 2302 (b)(8), RNs will be protected against reprisal for the disclosure of information not prohibited by law, rule, regulation or Executive Order, that the RN reasonably believes evidences a violation of law, rule or regulation, gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety. "Public" includes patients and RNs to the extent permitted by law.

Section 13: **Unlawful Improper or Conflicting Orders**

A. RNs practice with and are required to have a valid State License. The RN is required to practice within the scope of applicable State Nurse Practice Acts, VA Regulations and Applicable Laws.

B. RNs have a right to their professional opinion. RNs have the right to promptly bring their concern about an unlawful, improper or conflicting order to the person giving the order. If unable to resolve the issue, RNs have the right to present their concerns up the supervisory chain of command and will follow the direction by their appropriate chain of command. RNs retain the right to initiate an ADO.

C. RNs will not be subjected to disciplinary or adverse action for reporting or failing to follow an unlawful, improper or conflicting order if, after administrative review, the Department determines that the order was unlawful, improper or conflicting.

Section 14: **Group Meetings**

A. When the Department conducts group meetings with RNs and the topics include personnel policies, practices, or working conditions, NNU will be notified in advance and given the opportunity to be present.

B. RNs may request group meetings with the Department and NNU representatives to discuss workplace issues. The Department will schedule the meeting in coordination with NNU. The Department agrees that by participating in such meetings NNU does not waive its right to request formal bargaining consistent with the Statute.

C. RNs may raise workplace concerns to the Department and/or NNU. RNs can request a meeting with NNU to discuss RN representational issues but only the Department can allow RNs to have a meeting on work time, and determine the number of RNs to be released and the time of the release. Other than meetings conducted in space reserved for NNU, NNU may request meeting space, subject to the Department's approval which will be based on local availability and as not to disrupt patient care. Subject to Department approval, RNs will be allowed to attend a meeting with other RNs and NNU, and/or Department representatives to

discuss these concerns while on duty. These meetings may be staggered or several meetings scheduled to allow all interested staff to attend.

ARTICLE 7: ADVANCED PRACTICE REGISTERED NURSES (APRN)

Section 1: General

A. The entire Master Contract shall apply to all Advanced Practice Registered Nurses.

B. The Department and NNU agree that Advanced Practice Registered Nurses (APRN) definitions are contained in VA Policy, VA regulations (eg 38 CFR 17.415) and state licensure laws. APRNs are covered by this Contract, applicable government-wide rules and regulations, and applicable VA Handbook and Directives. The term Advanced Practice Registered Nurse refers to nurses with nationally recognized graduate educational preparation and certification, usually as either a clinical nurse specialist (CNS), or nurse practitioner (NP), but can also refer to nurse anesthetists, and nurse midwives. , etc. These nurses provide advanced clinical care to achieve optimal patient outcomes. Assignment of duties and scope of work is consistent with 38 USC 7422 and VA Regulations including, but not limited to, VHA Handbook 1100.19 and VA Handbook 5005.

C. The Department and NNU recognize that APRNs are valuable and contributing members of the healthcare team, who may manage a caseload of patients independently or in a collaborating role. APRNs, as either team members or in a collaborative environment, will have adequate support to manage their work assignments, including completion of view alerts. When a APRN performs officially ordered or approved hours of work in excess of the APRN's basic work requirement, the APRN may request compensatory time or be paid overtime, consistent with all VA regulations and handbooks related to pay.

Section 2: APRN Collaboration

The Department and NNU recognize that the ability of physicians and APRNs to work together as a unified team is important to patient care. When making collaborative placements, the Department is encouraged to consider interpersonal relationships.

Section 3: Continuing Educational Opportunities

A. The Department recognizes the value of continuing educational activities to enhance the professional competency of APRNs. Upon request, APRNs may be granted Authorized Absence (AA) in order to participate in continuing education conferences relevant to their area of practice. The Department will fully consider requests for AA or Leave Without Pay (LWOP) and, where appropriate, funding for APRNs to attend such conferences. APRNs will follow the local process for requesting funding and AA.

B. Since professional development is critical to maintaining the performance of the APRN, support for continuing education and training will be in accordance with the Professional Development and Education Article.

ARTICLE 8: SENIORITY

Section 1: Seniority Definition

A. Unless otherwise defined below, NNOC NNU-VA adopts for their bargaining unit RNs that the general seniority definition will be defined as entrance on duty date (EOD) as a Title 38 RN for/at the local facility. Only periods of service for/at the local facility as a RN will be used to compute and establish seniority. If there is more than one RN with the same date, the RNs of that date will be ranked alphabetically.

B. Current VA policy, which is not part of this negotiated Contract, will govern the determination for seniority for reduction in force (RIF) procedures.

C. In the event of a merger, a department initiated realignment of facilities or an involuntary transfer of RN(s) the seniority of the affected RN(s) will remain intact.

Section 2: Seniority Rosters

A. The local NNOC NNU-VA will be provided quarterly seniority rosters to each local unit by Time and Leave (T&L).

B. These rosters will also be provided, maintained and accessible to all RNs on each nursing unit or work area. In the event that NNOC NNU-VA believes a RN's seniority date is improperly identified in this report, NNOC NNU-VA is responsible to identify the error upon their receipt of the quarterly report or when NNOC NNU-VA first becomes aware of the error.

ARTICLE 9: WORK UNIT

A. A work unit is defined as bargaining unit RNs in a physical area or clinical function if a physical area is not applicable.

B. This definition will be utilized when dealing with issues that impact working conditions including, but not limited to, overtime assignments, annual leave solicitation, details and floats.

C. Subject to the limitations of 38 U.S.C. 7422, NNU will be involved in changes regarding work units.

ARTICLE 10: HOLIDAYS

Section 1: General

A. NNU and the Department agree that it is the responsibility of the Department to provide for the safety of patients and their families as well as for the safety of the staff assigned. As such, it is a management right to assign work and approve or change schedules, including schedules created from procedures in this Article, to meet direct patient care needs and ensure RN safety, consistent with 38 USC 7422.

B. Upon the request of either party, scheduling days off for holidays is subject to local bargaining. If there is no request to bargain locally, the process will be as follows in the remainder of this Article.

Section 2: Designated Federal Holidays

RNs covered by this Contract will be entitled to the benefit of the holiday provisions set forth in applicable statutes and regulations. The ten recurring Federal holidays currently established are:

A. New Year's Day - January 1st

B. Martin Luther King Day - the 3rd Monday in January

C. President's Day - the 3rd Monday in February

D. Memorial Day - the last Monday in May

E. Juneteenth - June 19th

F. Independence Day - July 4th

G. Labor Day - the first Monday in September

H. Columbus Day - the second Monday in October

I. Veteran's Day - November 11th

J. Thanksgiving Day - the fourth Thursday in November

K. Christmas Day - December 25th

Section 3: Other Holidays

A. Other holidays may occur based on regional, ethnic, religious or other considerations and traditions. RNs are not entitled by law to these other holidays.
B. Other holidays, though not considered an entitlement, may be requested as days off or annual leave. When a RN routinely observes a bona fide religious, ethnic or other consideration or tradition, the RN may register a request in writing to his/her supervisor or manager stating their preference for observing such a holiday. Requests should be submitted as far in advance as possible, but no later than one week before the posting date of the work schedule on which the holiday appears. Subject to staffing requirements, direct patient care needs, and this Contract regarding leave and absences, requests of this nature will be accommodated by the Department whenever possible.

Section 4: Federal Holiday Scheduling

A. The Department will use a separate holiday calendar or a combined holiday and annual leave planning calendar, which will be posted no later than September 1st of each year.

B. Scheduling time off for Federal holidays will be done in accordance with the procedures outlined below.

C. Peer negotiation will be used for scheduling holidays. Peer negotiation is defined as RNs first discussing holiday preferences among themselves to determine holiday selection in lieu of the Department making the determination. The outcome reached through peer negotiation is subject to supervisory approval.

D. Process for Holiday Coverage

1. The RN solicitation for requests for holidays off or to work a holiday during the next leave year beginning with pay period one through pay period twenty-six will be posted on each work unit by September 1st. RNs should indicate their holiday preferences, by September 30th. RNs will use this time period to discuss or work out any peer negotiated agreements.

2. The Department will approve or disapprove all timely submitted requests before considering requests that failed to meet the deadline.

3. The finalized holiday schedules for the following leave year will be approved and posted by November 15th of the current year.

4. Where there are more requests for a specific holiday than can be supported by the staffing plan, the following priorities will be applied:

   Priority 1 - Peer negotiated arrangement

Priority 2 - RNs that did not have that holiday off in the preceding year

Priority 3 - Determined by seniority once management makes a determination as to qualified staff

5. If there are additional opportunities identified for holidays off, the Department will maximize the number of RNs off. If the Department posts open slots on the holiday schedule, the Department will promptly consider RN requests, determine whom to approve based on the above process beginning with those previously denied, and post the approved RN requests for those holiday periods. These requests will not be arbitrarily denied.

6. When there are more RNs wanting to work the holiday than are required, the determination will be based on seniority (most senior) once management makes a determination as to qualified staff.

7. The Department will make efforts to minimize impact on reassigned RN(s) with previously approved holiday requests. The affected RN(s) will keep their previously approved holiday request, unless the supervisor determines after considering alternative staffing methods, there is no other qualified RN to perform the assignment. RNs hired or transferred in after the submission of holiday preferences will have their requests considered fairly and equitably after the application of the above process.

8. When the RN has approved annual leave where the time period includes a holiday, the holiday will be approved. The holiday within the leave period will be considered the RN's first priority request.

ARTICLE 11: LEAVE AND ABSENCES

Section 1: General Leave Provisions

A. NNU and the Department agree that it is the responsibility of the Department to provide for the safety of patients and their families as well as for the safety of the staff assigned. As such, it is a management right to assign work and approve or change schedules, including schedules created from procedures in this Article, to meet direct patient care needs and ensure RN safety, consistent with 38 USC 7422.

B. Leave for Title 38 RNs is governed by VA Directive and Handbook 5011, Part III, Chapter 3, laws, government-wide regulations, and this Contract.

C. RNs are responsible for planning and managing their leave. RNs recognize that planned leave should be requested as far in advance as possible in order to increase the likelihood of approval and facilitate the scheduling of other RNs' leave.

D. All leave charges will be in minimum increments of one-quarter hour.

E. No arbitrary or capricious restraints will be established to restrict when leave may be requested or approved. The Department's leave program shall be applied fairly and uniformly, consistent with VA regulations.

F. The proper care and treatment of patients shall be the primary consideration in granting leave. The Department will give due regard to the welfare and preferences of individual RNs.

G. RNs will not be denied leave or adversely affected in any employment decision based solely on their leave balances.

H. Leave will be denied only for appropriate reasons and not as a form of discipline. No approved leave or approved absence will be a basis for disciplinary action except when management establishes that the RN submitted knowingly false documents or knowingly misrepresented the facts when requesting the leave.

I. For clearly compassionate and appropriate reasons, the Department may increase the stated limits applicable to all forms of leave in accordance with applicable government-wide regulation and law.

J. Documents required to support RN absences for leave purposes are highly sensitive. The Department will ensure that records are secure, confidential, and all information divulged will be to those who have a need to know.

K. Upon request of either local party, the portions of this Article concerning the process for yearly annual leave solicitation are subject to local negotiation upon the effective date of the Contract.

Section 2: Annual Leave

A. Use of Annual Leave:

1. The taking of annual leave is a right of the RN, subject to the right of Management to determine and approve when leave may be taken.

2. RNs may request to schedule annual leave and, subject to direct patient care needs and approval by the appropriate official, are entitled to use the entire 208 hours of annual leave they earn each year.

3. RNs are encouraged to take a minimum of two consecutive weeks of annual leave per year.

4. The Department may advance up to 208 hours of annual leave to a RN as provided in Handbook 5011, Part III, Chapter 3, Paragraph 6.f.(2).

B. Accrual and Carry Over:

1. In accordance with VA Handbook 5011 Part III Chapter 3, full-time RNs accrue annual leave at the rate of eight hours per each full biweekly pay period. Part-time RNs accrue annual leave at the rate of one hour per ten hours in pay status.

2. If a full-time RN elects not to use all accrued leave:

   a. Annual leave accumulates to a maximum carry over leave balance of 685 hours at the end of each leave year.

   b. Generally, part-time RNs may not carry over more than 240 hours of annual leave at the end of each leave year.

3. Accumulated annual leave exceeding the applicable limit is considered "use or lose" leave, meaning any unused balance over the maximum will be forfeited at the end of the leave year unless the annual leave was properly scheduled in advance and canceled by the Department for business reasons.

a. RNs in “use or lose” status are encouraged to schedule sufficient leave (at least 26 days) during the year to avoid the possibility of loss. The restoration of any leave lost under this provision is described in VA Handbook 5011, Part III, Chapter 3, Paragraph 6(f)(1)(d).

b. The RN is encouraged to consider donating excess annual leave to another Federal employee in need of donated leave to cover illness or injury.

4. Between August 15th and August 31st of each year, the Department will notify RNs of the following:

   a. A full-time RN can carry no more than 685 hours and a part-time RN can carry no more than 240 hours of annual leave;

   b. RNs should request to use any amount of annual leave accrued and that will be earned during the rest of the leave year that is over the maximum carryover;

   c. RNs who are in “use or lose” status should plan to schedule five weeks of annual leave during the planning period for the next calendar year;

   d. Failure to use excess annual leave may result in forfeiture of any amount exceeding the maximum carryover amount;

   e. Each RN may access their leave information by logging on to https://mypay.dfas.mil/mypay.aspx and accessing a current Leave and Earnings Statement (LES). Within the leave block on the LES, RNs will see a current leave balance and any amount of “use or lose” leave (if applicable) for that leave year.

5. The notification requirement of Section 4 above cannot change the Department’s requirements regarding the carry over or restoration of annual leave.

C. Planned Annual Leave:

1. The Department determines how many RNs may take annual leave during any given week and reserves the right to determine qualified staff mix and appropriate staff workload distribution and assignments for patient care.

2. During initial leave planning, the Department will make sufficient weeks available to ensure that RNs can take five weeks, or twenty-six days of leave annually. In the unusual circumstance where there are not sufficient weeks available, the Department will immediately notify NNU and meet to discuss the matter.

3. All RNs in a work unit will submit leave requests with other RNs for that work unit.

4. The RNs may use an annual leave planning calendar provided by the Department to assist in working out differences with their peers during the request period. This annual leave planning calendar will not be a substitute for placing the annual leave request in the Electronic Time and Attendance system.

5. The Department will post the annual leave planning calendar containing the following information by September 1 each year:

    a. The maximum number of RNs who can be off duty on annual leave at any given time as determined by the Department;

    b. A list of each week, by date, in the leave year.

6. RNs will submit requests for annual leave during the planning period between September 1st and September 30th for the next leave year beginning with pay period one through pay period twenty-six.

7. RNs can request AL in week or day increments. Single day requests will not pose negative effects on the weeks of leave available.

8. RNs fill in the annual leave planning calendar according to the following process:

    a. The RN will submit leave requests to the leave approving supervisor and, under ordinary circumstances, will post the same leave requests on the AL planning calendar. If the RN is unable to post the submitted leave request on the AL planning calendar due to geographical unavailability (such as telework, CBOC or other off-site location) or to extended leave, the supervisor will, at the request of the RN, post requests on the RN's behalf.

    b. There is no limit to the number of weeks of leave a RN may request. However, in the first planning period, the manager will not approve more than 5 weeks of annual leave per RN.

    c. The RN can request extra weeks during the 2nd request period (Oct 15-31).

    d. Once approved for annual leave based on using a seniority benefit, the RN may not swap annual leave weeks or days with another RN.

e. Where there are more RN requests for specific annual leave in a work unit than can be supported, the following priorities will be applied:

   i. Priority 1 - Peer negotiated arrangement.

   ii. Priority 2- RN that did not have that annual leave time off in the preceding year.

   iii. Priority 3 - Determined by seniority.

9. The Department will approve or disapprove all timely submitted requests before considering requests that failed to meet the deadline.

10. The Department will notify the RN by no later than October 15th of approved or disapproved annual leave and post the approved annual leave calendar on the unit.

11. The posted annual leave calendar will contain the following information:

    a. The maximum number of RNs who can be off duty on annual leave at any given time as determined by the Department;

    b. A list of each week, by date, in the leave year;

    c. The name(s) of the RN(s) who have been approved for annual leave will be annotated next to the corresponding week and will be updated as changes occur;

    d. Any open weeks which will be updated as changes occur.

    e. The Department will not remove or block any open weeks that were not taken by the RNs after the bidding periods.

12. If a RN is notified by October 15th that any portion of his/her annual leave request(s) has been disapproved, he/she may submit another request for the open weeks no later than October 31st. These requests will be approved or disapproved by November 15th and posted on the annual leave calendar. The calendar will be posted in the unit. Upon request, the finalized approved annual leave calendar will be provided to the union.

13. RNs will place all approved and disapproved annual leave requests from planning period in the ETA system by December 1st. The Department will approve/disapprove all the planning period requests by December 15th.

14. The Department will update the posted approved annual leave calendar as annual leave requests are approved and as RNs are no longer employed in

the work area. Upon request, changes in the annual leave calendar will be provided to the local Union on a monthly basis.

15. The Department will post open slots on the Annual Leave Calendar when they become available through transfer, resignations, etc. The following process will be followed:

    a. Those RNs who were previously denied will annotate this information on the leave request and will be given first option for the open slot(s);

    b. RNs who did not have off the preceding year time slot will annotate this information on the leave request and will be given the next option;

    c. Determined by seniority

    d. When this process is complete the Department will post the approved RN requests for those annual leave periods.

16. RNs who have been previously approved for annual leave, but do not have enough annual leave or compensatory time available to cover their absence when the leave period arrives, will not be able to take annual leave. The RN may request Leave Without Pay which is subject to approval by the Department and is not an entitlement.

D. Unplanned Annual Leave or Compensatory Time Requests:

1. Unplanned (incidental) annual leave or compensatory time requests are those not requested during the planning period.

2. When an unplanned need arises, the RN must contact their supervisor or designee with leave approving authority to request the leave. The RN may verbally request annual leave or compensatory time not in excess of three days. The RN will enter the leave into the ETA prior to taking the leave, unless not practicable, in which case the RN will enter the leave request into the ETA system no more than two days after returning to duty. The RN will be informed whether the leave is approved or disapproved at the time of the request.

3. Request(s) for unplanned leave in excess of three days will be made into the ETA system unless not practicable. If not done prior to use, the request will be placed in the ETA no less than two days after returning to duty.

4. There will always be someone available who is authorized to receive and act upon the leave request.

5. The RN must have annual leave or compensatory time for this request to be approved.

6. When an annual leave request is approved, compensatory time may be substituted for annual leave. A RN does not have to have a zero annual leave balance in order to use compensatory time earned, nor does a RN have to use compensatory time earned before using annual leave.

7. For more information on earning and use of Compensatory Time see Article 14 Overtime and Compensatory Time.

E. Days Off In Conjunction With Annual Leave:

1. Normally, a RN will have weekends off before, during, and after a week(s) of annual leave unless the RN requests other days off in conjunction with annual leave.

2. RNs who work weekends and/or compressed tours of duty may not routinely get the traditional weekend (Saturday and Sunday) off. RNs who request annual leave for an entire workweek will be entitled to two days off prior to the start of the week of annual leave and two days off at the end of the week of annual leave. For example, RNs on compressed tours, such as four 10-hour shifts, are entitled to two days off prior to the annual leave, four days of annual leave, their normal off day, and two additional days off for their weekend.

3. When a RN requests annual leave in conjunction with their normally scheduled days off, if the annual leave is approved the Department will make every effort to not change those days off. If days off are changed the Department will notify the RN prior to posting the schedule to ascertain whether the RN still desires to use the requested annual leave.

4. NNU and the Department agree annual leave scheduling may alter weekend rotation. All efforts will be made to minimize changes to the weekend rotation.

F. Transfer/Reassignment of RNs:

1. The Department will make every effort to allow voluntarily transferred/reassigned RNs to keep their previously approved leave.

2. If the RN did not request the transfer or reassignment, the affected RN will keep their previously approved annual leave request(s), unless the supervisor determines after considering alternative staffing methods, there is no other qualified RN to perform the assignment.

G. Cancellation of Leave by the Department:

1. In an unusual or emergent situation, previously approved annual leave may be canceled and the RN directed to return to duty. Generally, the authority to cancel leave will not be exercised unless there is an urgent unforeseen circumstance and it is feasible for the RN to return to duty.

2. The following process will be used to select the RN(s) whose leave will be canceled:

    a. Volunteers will be solicited first, then;

    b. Peer negotiation, then;

    c. If no resolution, the least senior qualified RN will be selected.

3. Upon request, a RN will be provided a written reason why the annual leave was canceled.

<u>Section 3:</u> Sick Leave

A. Accrual of Sick Leave:

    1. Full-time RNs accrue sick leave at the rate of four hours per pay period. Part-time RNs accrue sick leave at the rate of one hour for each twenty hours in a pay status.

    2. Consistent with VA Handbook 5011, Part 3, Chapter 3, Paragraph 6.f.(2), sick leave, not to exceed 360 hours, may be advanced to full-time RNs at any time. However, sick leave shall not be advanced to RNs on time limited appointments in an amount in excess of that amount which could accrue during the remainder of the current appointment. Consistent with VA Handbook 5011, Part 3, Chapter 3, Paragraph 6.f.(3), part-time RNs may be advanced sick leave based upon their appointment.

B. Annual leave and leave without pay requests are not considered the same as sick leave requests, as the criteria for granting such requests is different. However, the RN may request annual leave or leave without pay instead of sick leave for an absence for which sick leave would otherwise be appropriate, subject to approval by the Department.

C. In cases in which a RN has a sick leave balance and places a valid sick leave request, the Department will not deny a request to substitute compensatory time earned for sick leave.

D. In an effort to minimize leave usage, the Department will attempt to accommodate RNs who request a change in work schedule in advance to meet medical and dental appointments.

E. Use of Sick Leave

1. Sick leave is the RN's earned benefit and will be granted to the RN for appropriate absences.

2. Sick leave may be used when RNs:

   a. Receive medical, dental, or an optical examination or treatment;

   b. Are incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;

   c. Are required to give care and attendance to an immediate family member who is afflicted with a contagious disease and/or would jeopardize the health of others by being present on duty after exposure to a contagious disease;

   d. Must be absent from duty for purposes related to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

   e. Use of Sick Leave for Family Care or Bereavement

F. Use of Sick Leave for General Family Care or Bereavement Purposes

1. Sick Leave for General Family Care or Bereavement purposes is set out in VA Handbook 5011, Part 3, Chapter 3.

2. Family member means an individual with any of the following relationships to the employee:

   a. Spouse and parents thereof;

   b. Sons and daughters and spouses thereof;

   c. Parents and spouses thereof;

   d. Brothers and sisters and spouses thereof;

   e. Grandparents and grandchildren and spouses thereof;

f. Domestic partner and parents thereof, including domestic partners of any individual in paragraphs (b) through (e) of this definition; and

g. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

3. Leave for Family Care and Bereavement Purposes

a. A RN may be granted or advanced sick leave to care for a family member, to make arrangements and attend the funeral of a family member, and arrange for adoption.

b. Full-time employees may take up to thirteen days of sick leave in a leave year.

c. Part-time employees may take up to the amount of sick leave they would accrue in a leave year.

4. Sick Leave under this paragraph does not count toward a RN's entitlement under the Family and Medical Leave Act unless the employee notifies the leave approving official in advance of intent to substitute sick leave for leave without pay taken under the Family and Medical Leave Act.

5. A RN who has already used twelve weeks of sick leave in accordance with paragraph 3 (below) is not entitled to use the thirteen days of Sick Leave for General Care and Bereavement referenced in this paragraph.

H. Sick Leave to Care for a Family Member With a Serious Health Condition

1. Full-time RNs may take up to a total of twelve administrative workweeks (480 hours) of sick leave in a leave year to care for a family member with a serious health condition, as defined in the Family and Medical Leave Act.

2. If a RN has previously used any portion of the thirteen days of Sick Leave for General Family Care and Bereavement Purposes in a leave year, that amount must be subtracted from the twelve workweek entitlement.

3. Use of sick leave to care for a family member with a serious health condition does not preclude a RN from applying for and benefiting from the entitlements of the Family and Medical Leave Act.

4. For additional information, see VA Handbook 5011, Part 3, Chapter 3, Section 5(i), Sick Leave for General Family Care and Bereavement Purposes.

I. RNs are not required to reveal the nature of the illness as a condition for approval of sick leave.

J. It is the responsibility of the RN who is incapacitated for duty to notify the immediate supervisor or designee (or to have any responsible person make the notification for the RN) at the work site as soon as possible but no later than two hours after the RN is scheduled to report for duty unless mitigating circumstances exist. The Department will assure a designated number is established for the supervisor or designee to receive such notifications; the RN's obligation is to complete one phone call, to either the established number or to an alternate number the RN was notified to use. In the unlikely event that the RN does not speak with a supervisor and leaves a voicemail message, the RN may be called back by a Department representative regarding the sick leave message.

K. The Department will ensure that there will always be someone available who is authorized to receive and act upon the leave request.

L. A RN who expects to be absent more than one day will inform the supervisor or designee of the expected date of return. If the RN is unable to return to duty on the expected date, the supervisor or designee will be notified as soon as the RN is aware that he/she will be unable to report for duty. Daily reports will not be required.

M. All requests for sick leave must be entered into the ETA system and should be entered within two days after RN's return the day the RN returns to duty unless the leave was requested in advance.

N. For absences in excess of three consecutive workdays, the Department may require a medical certificate or other administratively acceptable evidence. Where a health care provider is not available or where the RN's illness does not require a health care provider, self-certification in writing may be provided by the RN. If the medical certificate does not provide sufficient information to warrant approval of the sick leave, a RN may be required to furnish additional evidence.

O. Medical certificates or other evidence of illness which may be required will be submitted within 15 days after the RN's return to duty. If, due to circumstances beyond the control of the RN, he or she is unable to provide the documentation within 15 calendar days, the RN must provide the evidence or medical certification no later than 30 calendar days after returning to work. A RN who does not provide the required evidence within 30 calendar days is not entitled to sick leave.

P. Sick Leave Certification:

1. Frequency or amount of sick leave used, or leave for which acceptable medical documentation has been provided, will not be the sole factor(s) for

determining sick leave abuse. Approved unplanned annual leave and compensatory time will not be used to determine sick leave abuse.

2. Prior to placing a RN on sick leave certification, the Department may discuss with the RN their sick leave usage.

3. When the Department deems it necessary to place a RN on a sick leave certification, an in person meeting will be held to explain the basis for the certification and the process.

4. In cases that indicate excessive absence where there appears to be an abuse of the sick leave privilege, medical certificates may be required for any period of absence provided the RN has been informed in advance, in writing, that such a requirement has been established for that RN.

5. Failure to provide the required medical certification, may be grounds for disapproval of sick leave.

6. The RN may request that his/her sick leave usage be reviewed every three months. If it is determined that a medical certificate is no longer warranted for sick leave of three consecutive workdays or less, the RN shall be notified in writing.

7. Sick leave certification will normally be for a six-month duration. At the end of the six-month period, the sick leave usage will be reviewed and the certification letter will be removed, should the Department determine that the RN's leave usage so warrants.

Section 4: Leave for Childbirth, Paternity Reasons, and Adoption

A. Leave related to maternity or paternity reasons may consist of sick leave, annual leave, compensatory time, or leave without pay, as applicable. RNs who have worked for the Department for a minimum of 12 months may also be eligible to receive leave under the Family and Medical Leave Act (FMLA). The Department may grant additional leave if the situation warrants.

B. The circumstances of a RN's case will be considered in determining a RN's capacity for duty as a result of pregnancy. RNs seeking a change in assignment or work schedule are responsible for providing medical documentation confirming the pregnancy and any required job restrictions or modifications. The Department will make every effort to provide a temporary modification in assignment, as needed, for RNs as a result of pregnancy. A RN will not be adversely impacted for making such a request.

C. NNU and the Department agree that unexpected absences may be required to attend the delivery of a family member's child birth. A family member is defined as an individual related by blood or affinity that the RN regards as family. The Department will make every effort to grant this leave to RNs to attend the child birth.

D. The Department may provide designated parking for pregnant RNs.

Section 5: Family and Medical Leave

A. The Family and Medical Leave Act (http://www.opm.gov/oca/fmla/fmla96.pdf) (FMLA) allows eligible RNs to be granted up to 12 weeks of unpaid leave during any 12-month period for one or more of the following reasons:

1. Maternity and Paternity Leave:

   a. Birth of a son or daughter and the care of such son or daughter; and,

   b. Placement of a son or daughter for adoption or foster care.

The Department is encouraged to approve additional leave as circumstances warrant.

2. Other Family Medical Leave:

   a. The care of a family member of the RN with a serious health condition. Family member is defined as:

      i. Spouse;

      ii. Children under 18 or over 18 and incapable of self-care because of a mental or physical disability, consistent with the Americans with Disabilities Act, including adopted children;

      iii. Parents.

   b. A serious health condition of the RN that makes the RN unable to perform the functions of the position of such RN.

A RN on approved FMLA, on the effective date of this contract, will be allowed to complete the FMLA leave year under the terms of the previous contract. Subsequent FMLA requests will be subject to the terms of the current contract.

B. A RN does not qualify for FMLA benefits until the RN has worked for a minimum of 12 months for the Department.

1. If FMLA leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment, the RN shall provide notice of his/her intention to take FMLA leave not less than 30 calendar days before the date the leave is to begin.

2. If FMLA leave is foreseeable but the date of birth or placement or planned medical treatment requires leave to begin within 30 calendar days, the RN shall provide such notice as is practicable.

3. If the need for FMLA leave is not foreseeable (e.g., a medical emergency or the unexpected availability of a child for adoption or foster care, etc.) and the RN cannot provide 30 calendar days notice of his/her need for leave, the RN shall provide notice within a reasonable period of time. In circumstances where the RN is incapable of requesting the FMLA leave, a family member or other responsible party may make the request and the request will be timely reviewed for approval.

4. The RN may request extensions of the above time limits. The Department will give serious consideration to this request and should grant it when good cause is shown.

5. The Department may require the RN to submit certification from a health care provider to substantiate that the leave is due to the serious health condition of the RN or the RN's immediate family member. Failure to submit certification from a health care provider may result in a delay in the start of the FMLA leave or the failure to approve requested FMLA leave until the appropriate medical certification is provided.

C. A RN who has received approval for unpaid leave under the FMLA may elect to substitute accrued annual leave, accrued compensatory time, donated leave, or accrued sick leave to which they are otherwise entitled for all or any part of the approved weeks of unpaid leave. Sick leave shall not be substituted in situations where sick leave would normally not be allowed by law.

D. The Department will provide RNs with access to information on the FMLA, including local contact information for the individual or department responsible for processing applications, on appointment and annually. The RN will only be required to submit paperwork to one department designated by the hospital to administer and approve FMLA applications.

E. The start date of FLMA will be the consistent with FMLA law and regulations.

<u>Section 6:</u> Additional Maternity and Paternity Leave

A. Once an employee's entitlement under Section 5A1(a) above has been exhausted, bargaining unit employees who have completed at least 12 months of service are entitled to an additional four weeks of leave without pay during any twelve-month period for the following reasons:
   1. Birth of a son or daughter and the care of such son or daughter; and,

   2. Placement of a son or daughter for adoption or foster care.

B. Leave requested and provided under this section will be consistent with maternity and paternity leave provided under FMLA.

C. A RN who has received approval for unpaid leave under this section may elect to substitute accrued annual leave, accrued compensatory time, donated leave, or accrued sick leave to which they are otherwise entitled for all or any part of the approved weeks of unpaid leave. Sick leave shall not be substituted in situations where sick leave would normally not be allowed by law.

<u>Section 7:</u> Entry of Leave into the Electronic Time and Attendance System (ETA)

A. All requests for leave outside the planning period should be entered into the ETA by the RN for approval. Leave will be approved or disapproved within five days and/or prior to the start of the requested leave date, whichever comes first. Exceptions are when a RN has already filled out a paper request, if applicable, such as an OPM Form 71.

B. Bargaining Unit RNs do not have authority to approve any leave, time cards, overtime, or compensatory time requests.

C. All requests for sick leave must be entered into ETA within two workdays after the RN's return to duty unless the leave was requested in advance.

D. All requests for leave will be entered and approved in advance whenever practicable.

<u>Section 8:</u> Miscellaneous Absences

A. Consistent with VA Handbook 5011, Part 111, Chapter 3, Paragraph 9, an unavoidable or necessary absence from duty and tardiness of less than 1 hour may be excused when the reasons for the absence appear to be adequate to the leave approving official. This is not appropriate for instances of repeated tardiness.

B. With proper documentation and with management approval:

1. Excused absence is permitted up to four hours for donating blood to a recognized facility-sponsored or endorsed blood program;

2. Leave is permitted for RNs to participate as living bone marrow, tissue, or organ donors, including time for donor screening, the medical procedure and recovery. This type of leave is generally limited to seven workdays per year for bone marrow donation and thirty workdays per year for organ donation; and

3. Other reasons consistent with VA policy may be authorized, including participation in emergency/disaster preparedness and civil defense activities, attending professional educational events, and participation in VA-supported programs whether offered by the Department or a third party. These activities will be on duty time or leave time, as appropriate.

C. RNs may be excused to attend educational lectures, seminars, courses of instruction, etc., in the Department in-service training programs and to participate in other training as defined in 5 USC 4104. While absent from the usual worksite for such activity, the RN is considered to be on official duty during normal work hours.

D. The Department may excuse NNU representatives without charge to leave for training sponsored by labor organizations or the Department where the training will be a benefit to both the Department and NNU within the meaning of 5 USC 7131 and VA Handbook 5011, Part 111, Chapter 2, paragraph 12(i), as made applicable to RNs by VA Handbook 5011, Part 111, Chapter 3, paragraph 9(o). Normally attendance at labor organization conventions is considered internal Union business unless there is clear and unequivocal information to the contrary. Requests to attend must be made as official time requests for training of a Union representative and should be submitted by the RN in writing together with information supplied by the Union setting forth the content of the training, its duration, a statement of how training is related to the RN's performance of VA duties and a statement that the training is required. In addition, the RN's request should be submitted sufficiently in advance so that the Department can review the matter and make a decision. For National events, the approval requests and necessary paperwork for approval is submitted to VA Central Office. Once approved the Department will disseminate the approval to those who need to know. For additional information regarding excused absences for official time for Union representatives, please see Article 4 - Labor-Management Relations Training and Article 47 - Official Time.

Section 9: **Military Leave**

A. Military leave will be granted consistent with Federal law, government-wide rules and regulations.

B. In accordance with VA Handbook 5011, Part III, Chapter 3, paragraph 9, full-time RNs whose appointments are not limited to one year, who are members of the National Guard or the Armed Forces Reserves, are entitled to fifteen calendar days of military leave in a fiscal year for active duty or active duty for training. RNs that do not use the entire 15 days can carry any unused military leave (not to exceed 15 days) over to the next fiscal year. Military leave balances may never exceed 30 days in any 1 calendar year. Military leave is pro-rated for part-time career RNs.

C. Regular military leave is charged in increments of one hour and does not include non-workdays falling within the period of absence of military duty. The Department will not arbitrarily deny a RN's request for military leave.

D. The Department will take into consideration the schedules of RNs who work off tours and will arrange schedules to allow such RNs to have scheduled days off immediately preceding and following the required military leave consistent with Section 2.

E. The Department will charge military leave on an hourly basis and will allow military leave to be taken intermittently, a day at a time, or all at one time. At the RN's request, the Department may charge the RN's absence to perform service to annual leave or available compensatory time balance, but not sick leave. Sufficient certification by the proper Department of Defense entity is required to grant military leave.

F. RNs who are called to active duty in support of the Overseas Contingencies Operations (OCO) (Formerly the Global War on Terrorism) are entitled to five days of excused absence upon their return from active duty. A RN may be granted five days of excused absence only after the RN returns from at least 42 consecutive days of active military service in connection with the continuing OCO. For multiple deployments, the Department may not grant more than five days of excused absence in a twelve month period.

Section 10: **Leave Without Pay**

A. Leave without pay is a temporary non-pay status and absence from duty.

B. Leave without pay may be requested in the same manner and for the same purposes as annual leave and sick leave.

C. Requests for leave without pay will be given serious, bona fide consideration. The leave without pay program will be administered fairly and uniformly. Upon request, the reason for denying the leave request will be provided to the RN.

D. Approval of leave without pay is a matter of administrative discretion. A RN cannot demand that leave without pay be granted as a matter of right except in the following cases:

   1. Disabled veterans who are entitled to leave without pay if necessary for medical treatment;

   2. Reservists and members of the National Guard who are entitled to leave without pay if necessary to perform military training duties;

   3. A RN has suffered an incapacitating job related injury or illness and is waiting adjudication of a claim for RN compensation by the Office of Worker's Compensation Program;

   4. A RN makes a request under the FMLA and meets the criteria for that program.

E. Upon written request from the appropriate Union office, a RN may leave without pay to engage in Union activities. Such requests will be referred to the appropriate Department official approved. Such RNs shall continue to accrue benefits in accordance with applicable OPM regulations. Leave without pay for this purpose is limited to one year but may be extended or renewed upon proper application.

F. Upon return to duty after a period 30 days or more of leave without pay, RNs can usually expect to return to their former position. However, it may become necessary in the interest of the service to reassign them to other positions during their absence or upon their return.

G. RNs may request leave without pay for educational purposes.

<u>Section 11:</u> Hazardous Weather/Emergency Conditions

A. The Department and the NNU Local at each facility will jointly plan any new procedures or revisions for hazardous weather/emergency conditions. These procedures will be communicated to the RNs annually and as changes are made.

B. The local NNU Director or designee shall be informed by the appropriate Department official at the time the facility declares hazardous weather/emergency conditions. The most expedient method for such notification will be used, including but not limited to, phone or email. The Local NNU Director is responsible for keeping the local facility informed as to who will receive the notification, the method for communication, and phone number/email address to be reached.

C. When hazardous conditions exist, including but not limited to, extreme weather conditions, serious interruptions in public transportation, earthquake and disasters such as flood, fire or other natural phenomena, the Department will determine whether all or part of the facility should be closed or remain open. If the Department decides to close all or part of the facility during periods the facility would otherwise be open, the Department will notify RNs whether liberal leave or authorized absence will be authorized. RNs who are prevented from reporting to work due to the closure of all or part of the facility should be granted authorized absence in accordance with OPM guidance and/or government-wide regulations.

D. In the event of extreme hazardous conditions above, RNs are expected to report to work and must make all reasonable efforts to get to work. However, in the rare instance where certain RNs who provide critical services make every reasonable effort to get to work and are unable to do so, the Director or designee may approve excused absence without charge to leave

E. RNs may be granted a two-hour grace period (authorized absence) during periods of inclement weather or government declared emergencies as needed to travel to and from work safely.

F. Facilities under emergency conditions will provide services, including but not limited to, meals, sleeping accommodations and essential items for performing their official duties (a clean uniform, etc.) for RNs who are required to remain on duty.

G. RNs who are to report to duty prior to their scheduled tour or if the Department determines RNs are unable to leave the facility at the end of their shift RNs will be compensated in accordance with VA regulations, law and/or government-wide regulations.

H. Assignments made during hazardous/emergency situations will consider RNs physical abilities. Limited duty or disability restrictions of any RN will be adhered to by the Department during hazardous/emergency situations.

I. Consistent with VA policy, the VA Incentive Awards Program may be utilized for recognizing dedication and commitment by RNs during emergency/hazardous weather conditions.

J. In accordance with government-wide regulations, the Department will fully implement the provisions of any approved program designed to provide inter-agency leave donation for RNs affected by natural disasters.

Section 12: Absent Without Leave

Absent without leave is an unauthorized absence from duty. The RN receives no pay for such absence. Absent without leave is a payroll classification, and is not a disciplinary action in and of itself but may serve as the basis for disciplinary action.

Section 13: Court Leave

A. Court leave is permitted for RNs called to jury duty, in accordance with applicable laws and regulations. Court leave is also permitted when RNs are called to be witnesses or to be deposed in any legal matter to which the United States, the District of Columbia, or a state or local government is a party, regardless of which party requests the presence of the RN.

B. Even though no compensation is received for serving on jury duty in a federal court, RNs may keep expense money received for mileage, parking or required overnight stay. Money received for performing jury duty in state or local courts is indicated on the pay voucher or the check as either “fees for services rendered” or “expense money”. “Expense money” may be retained by the RN, “fees for services rendered” must be submitted to the appropriate financial office.

C. It is agreed that days off and or schedules will not be changed to avoid granting absence for court or court-related services.

D. In accordance with VA Handbook 5011, employees who are granted court leave and are excused or released by the court for any day or substantial portion of a day are expected to return to their regular VA duties, except when:

1. Only a small portion of the workday would be involved and thus no appreciable amount of VA service would be rendered; or

2. The distance from the court to the place of duty is such that this would be an unreasonable requirement; or

3. The regular tour of duty occurs at night. For example, RNs whose tour occurs between 1800-0600 and who serve a full day or a substantial portion of the day of court duty, will not be expected to report for the next tour of duty if that tour occurs within 24 hours of their release from court duty.

Section 14: Registration and Voting

Subject to direct patient care needs, the Department agrees that when the voting polls are not open at least three hours before or after the RN's regular hours of work, RNs will be granted an amount of excused leave to vote, or to register to vote, which will permit them to report to work three hours after the polls open or leave work three hours before the polls close, whichever requires a lesser amount of time. If unable to be released at the beginning or end of the work day, the Department, to the extent possible, will make other arrangements to allow the RN a reasonable amount of time during the work day to vote or register to vote. Under unusual circumstances, RNs may be excused up to the full day.

Section 15: Unavoidable Delay While On Government Business

When a RN is unable to return to his/her duty station through no fault of the RN while on authorized government business, the RN will notify their supervisor as soon as possible and obtain appropriate instructions. In such instances, the RN will be paid overtime unless compensatory time is requested in writing, for any time beyond normal duty hours that they are determined to be performing official duties. If the RN is unable to return to his/her duty station and must stay overnight at some other location, per diem expenses will be paid when appropriate.

Section 16: Accommodation for Religious Observances

A. A RN whose personal religious beliefs require abstention from work during certain periods of time may request to work compensatory or overtime to compensate for time lost by meeting those religious requirements.

B. To the extent that such modifications in work schedules do not interfere with the VA's mission, the Department shall in each instance afford the RN the opportunity to work compensatory time earned and shall in each instance grant compensatory time used to a RN requesting such time off for religious observances when the RN's personal religious beliefs require that RN abstain from work during certain periods of the workday or workweek.

C. For the purpose stated in Paragraph B of this Section, the RN may work such compensatory time earned before or after the granting of compensatory time used. Advanced compensatory time used should be repaid with the appropriate

amount of compensatory time earned within a reasonable amount of time. Compensatory overtime shall be credited on an hour by hour basis or authorized fractions thereof. Appropriate records will be kept of compensatory overtime earned and used.

Section 17: Advanced Annual/Sick Leave

A. A RN may be advanced all annual leave that will accrue up to the end of the leave year. However, advanced annual leave may not be granted to a temporary RN beyond the date set for the expiration of the RNs temporary appointment. Upon separation, RNs must repay the balance of any remaining advanced annual leave; however, a RN may request a waiver in writing.

B. Advanced sick leave may be combined with annual leave, compensatory time or leave without pay when necessary to cover one continuous period of absence.

C. The application for advanced leave will be processed and approved or disapproved promptly. Upon request, the RN will be provided the name of the Department official to whom they should submit their request.

D. Advanced leave may be approved in accordance with the RN's type of appointment. The RN will not be required to utilize any annual leave prior to utilizing the advanced sick leave.

E. Denials of requests for advanced leave will be conveyed in writing to the RN promptly and will contain an explanation of the reasons for the denial.

F. The Department agrees to notify RNs of the ability to request advanced leave annually and individually to RNs as the need arises.

Section 18: Voluntary Leave Transfer Program

A. RNs are entitled to donate and receive leave for medical needs consistent with VA and government-wide regulations.

B. The Leave Transfer Program allows a RN to transfer annual leave to an approved leave recipient (excluding the RN's supervisor) up to one-half of the amount of annual leave the RN will accrue during the leave year.

C. The minimum amount of annual leave that may be transferred to and from a Title 5 or Title 38 RN who is charged leave in hours is four.

D. The Department will assist RNs in preparing, the application for leave donation and the solicitation memorandum. The solicitation memorandum identifies the recipient of the donated leave. The Department will advise RNs of how and where to receive such assistance.

E. The application for the Voluntary Leave Transfer Program will be processed and approved or disapproved promptly. Upon request, the RN will be provided the name of the Department official to whom they should submit their request.

F. When a RN receives donated leave, it may be used only for the medical need for which it was donated.

G. NNU may work with the Department to determine whether donated annual leave is needed by its RNs in disaster situations and can quickly facilitate the transfer of donated annual leave among administrations.

H. Forms for donating and receiving annual leave under the inter/intra-agency Emergency Leave Transfer Program can be accessed on OPM's web site at http://www.opm.gov/oca/leave/html/ELTP.asp

ARTICLE 12: DETAILS, FLOATS AND TEMPORARY ASSIGNMENTS

Section 1: General

A. The Department and NNU recognize the importance of properly orienting RNs to their functions and work environment, and to protect the health, safety, and welfare of RNs to practice within that RN's scope of practice. The Department and NNU recognize quality patient care is the guiding principle in assigning RN staff. To that end, the Department may temporarily assign, detail or float an RN to ensure adequate coverage. VA Directives, Handbooks, and this Contract will govern the details, floats and temporary assignments of RNs.

B. Decisions by management to place RNs on a temporary assignment, detail or float will be based on qualifications and competencies of the RN. Upon request, the Department will explain to NNU the reasons for making the decision.

C. Temporary assignments, details and floats shall not be used as harassment or reprisal.

D. Even though management has the right to make work assignments, the Department will explore supplemental staffing alternatives (for example, unscheduled hours, alternate schedules, intermittent RN staff, etc.) before detailing, floating or temporarily assigning RNs away from their work unit to avoid disruption in care, to allow continuity of assignments, and to address RNs' work-life issues.

Section 2: Definitions

A. A detail is the temporary assignment of a RN to a different set of duties for a specified period of time. For the purposes of this Contract, a detail is treated the same as a temporary assignment. There is no formal position change; officially, RNs continue to hold the position from which they were detailed and keep the same status and pay. The exception is if a RN is detailed into a nurse manager position that exceeds more than 30 days.

B. A float is a short term assignment of a RN from the assigned nursing work unit to meet the nursing care needs on another work unit for all or part of a single tour of duty of 12 hours or less.

Section 3: Orientation and Training

A. Consistent with the Professional Development and Education Article, Section 4, the Department will provide orientation for all RNs upon detail or float to a different position/location or area. As needed, this orientation will include clinical requirements and competencies specific to the area of assignment.

B. Orientation for floats will minimally contain a review of the physical location, emergency procedures, and evacuation plan to ensure safe patient care.

Section 4: Temporary Assignments and Details

A. When a RN position is vacant or a temporary need exists, the Department may detail a RN to that position. Generally, details will be 30 days, extended in 30 day increments and not to exceed 1 year. The detail may be terminated prior to the expiration date. The Department may approve extensions of the detail beyond one year when circumstances warrant.

B. The Department will provide written notice to the affected RN(s) and NNU containing the specifics of all temporary assignments or details in excess of seven days, including, but not limited to the reason for the detail, location, duration, duties, supervisor, work assignment and tour of duty, as soon as practicable. NNU will be given the opportunity to discuss this assignment or detail. The Department will ensure that RNs possess the nursing skills required to provide safe and competent care in the specific area the RN will be temporarily assigned or detailed.

C. If the RN believes that he/she does not possess the nursing skills required to provide safe and competent care in the specific area to which the RN is temporarily assigned or detailed, the RN will immediately report these concerns to the supervisor. The RN may complete an Assignment Despite Objection (ADO) form without reprisal and provide a copy to the supervisor and to NNU. The supervisor and RN will discuss the matter, the supervisor will consider the concerns raised by the RN and make a decision regarding the assignment.

D. The Department will seek qualified volunteers for the temporary assignment or detail from the unit /area. If there are more qualified RN volunteers than needed, the Department shall select the most senior RN.

E. A unit based rotation list based on reverse seniority will be used to determine which individual RN will be detailed when there are no volunteers. If there are no volunteers, the department shall select the least senior RN (from the seniority list) of those previously determined by management to be qualified.

F. For temporary assignment or details outside of the RN's current work location, the RN shall be reimbursed mileage over their normal daily commute.

G. The Department will make effort to minimize impact on the affected RN(s) including, but not limited to tour of duty and work hours, work schedules, and current differentials. The affected RN(s) will keep their previously approved leave, unless the supervisor determines after considering alternative staffing methods, there is no other qualified RN to perform the assignment.

H. The Department will work with NNU to avoid placing a NNU representative on a temporary assignment or detail that would negatively impact or prevent them from performing their representational functions.

Section 5: Floats

A. A unit-based rotation list based on reverse seniority will be used to determine which individual RN is required to float when there are no volunteers.

B. Once a RN has floated for a period of 15 minutes or more, the RN's name will go to the bottom of the rotational list regardless of whether the RN volunteered for the float.

C. If floating is required, the Department will first solicit volunteers determined to be qualified by management. If the number of volunteers exceeds the number required to float, the most senior qualified RN will be selected.

D. If there are no volunteers, the Department will select the RN who is at the top of the unit-based rotation list for the assignment.

E. RNs on orientation will not have their names on the unit-based rotation list and will not be floated until orientation is completed.

ARTICLE 13: WORK SCHEDULES

<u>Section 1:</u> General

A. All sections are subject to the limitations set forth in 38 USC 7422.

B. The provision of quality, safe patient care is essential to the accomplishment of the Department's mission. Accomplishment of that mission requires a highly motivated and skilled professional RN workforce as well as appropriate staffing levels and staff mix. Nothing in this Article is intended to permit collective bargaining over staffing, including but not limited to staffing levels, qualifications, staff selection, levels and/or staff mix in a given patient care setting.

C. In keeping with the Department's stated goal to become an employer of choice, the Department recognizes that scheduling is a work life issue and must be addressed to the extent permitted by Law.

D. The Department will endeavor to minimize involuntary overtime. Involuntary overtime will not be used for routine scheduling unless all of the conditions set forth in 38 USC 7459(c) are met. Please refer to Section 4 of the Overtime and Compensatory Time Article for more complete information.

E. Any VA Directives or Handbooks referenced in this Article are provided for informational purposes.

F. Nothing in this Article is intended to waive NNU's right to demand to bargain or the Department's obligations to give notice and bargain when an obligation to do so is triggered by the Statute.

G. The Department shall encourage and support RNs having meaningful input into their schedules, for example 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.

<u>Section 2:</u> Work Schedules

A. Work schedules for RNs will be planned on a fair basis giving consideration to the competencies of the RNs and the staff mix required to meet patient care needs.

B. Schedules will be posted in a designated and accessible area for periods of a minimum of four weeks at a time, and shall be signed by the appropriate Department Official and posted in final form not later than four weeks prior to the first work date on the schedule. Upon request, NNU will be provided copies of schedules.

C. Should it become necessary for the Department to post the work schedules in less than the prescribed time frame above, 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. This can be done via email to an appropriate local NNU representative.

D. Subject to direct patient care needs, the Department:

1. will not change work schedules once posted except by request or by mutual prior consent of all affected individual RNs;

2. will ordinarily grant each RN two weekends off in a four week period unless otherwise requested off in writing by the RN;

3. will ordinarily schedule the RN for two consecutive days off each pay period if an RN works every weekend;

4. will make every practical effort to avoid scheduling nurses to work more than five consecutive days unless requested in writing by the RN;

5. will give RNs at least 11 hours of non-duty time between scheduled tours of duty. Exceptions may be made at the written request of the RN;

6. will not schedule RNs to rotate between more than two tours of duty during each posted schedule, except by the RN's written request;

7. will grant individual RN requests for specific tours of duty or time-off on an equitable basis. An explanation, in writing (when possible through the electronic time and leave system), will be provided for denials of requests;

8. will avoid rotating RNs on permanent off tours to other tours unless requested by the RN;

9. will allow the RN to elect to take leave or flex the next tour when involuntary overtime occurs and the RN is scheduled to work so as to allow at least 11 hours off between tours. The proper arrangements and approval for the next tour starting time or leave will be obtained from the appropriate Department official.

E. Full-time RNs may request to reduce their status to part-time. Part time RNs may request to increase their status to full-time. The Department will seriously consider such requests and will respond promptly and in writing.

Section 3: Tour Rotation

A. A RN who normally works a preferred tour may request to rotate to an alternate tour of their choice. The Department will endeavor to approve the request, provided:

1. The RN's performance and dependability are satisfactory;

2. Requests do not exceed available openings on alternate tours; and,

3. The Department has determined that the competencies and skills of the RN are commensurate with the assignment.

B. RNs may request a preferred tour and/or tour rotation, including RNs working 12 hour tours or other alternative work schedules.

C. All tour and weekend rotations will be done on an equitable basis among qualified RNs as determined by the Department.

D. The Department will consider the requests of RNs for preferred tours by seniority. Seniority is defined in the Seniority Article.

E. RNs may request evening or night tours of duty as primary assignments. The Department will endeavor to create and fill permanent evening and night positions for RNs to minimize tour rotation.

F. RNs that are moved from a permanent tour of duty will be given first opportunity to return to the tour when a position becomes available unless the RN was moved for cause by the Department.

Section 4: Alternative Work Schedules (AWS)

A. Subject to direct patient care needs, the Department will endeavor to offer RNs Alternative Work Schedules. Examples may include Baylor Plans, part-time or

partial tour scheduling, job sharing, compressed tours, flexible scheduling, 72/80 scheduling, and other innovative scheduling options. See VA Handbook 5011, Part II, Chapter 3.

B. NNU local units may submit recommendations on other systems of scheduling work time or AWS, including but not limited to: self-scheduling or peer-negotiated scheduling, length of trial period, 12 hour rotational scheduling and pattern schedule for consideration by the Department.

C. RNs on AWS must be scheduled and work consistent with 38 USC 7456(a).

Section 5: Break and Meal Periods

A. Safety for the RN and for the patients being of paramount importance, the Department will provide the RN with a 15 minute rest break on duty time for every 4 hours of duty, where direct patient care needs permit. This is separate and distinct from any meal period not on duty time.

B. Breaks and meal periods will normally be assigned at the beginning of the shift.

C. The Department will provide a meal period not on duty time or the RN will be appropriately compensated consistent with law, rule and regulation for this work.

D. RNs that are unable to take their scheduled meal periods will notify their supervisor promptly. The appropriate Department official will determine if relief is available.

E. RNs unable to take their scheduled breaks should notify their supervisor as soon as possible. The appropriate Department official will endeavor to provide the RN a break before the end of the RN's scheduled tour. RNs will note this on the appropriate document, such as the 24 hour report.

Section 6: Errors in Time Keeping

A. Whenever a Department error results in the failure of a RN to receive full salary payment on time, the Department will take immediate action to promptly pay the RN. The Department will make every effort to make full payment as soon as possible. Under ordinary circumstances, when a shortfall may be resolved through special pay, the Department shall submit all appropriate documentation for payment to the Defense Finance and Accounting Service (DFAS) within five business days of verification of the payroll error. For shortfalls that may not be resolved through special pay, the Department will take immediate action.

B. Timekeeping errors, once identified, will be addressed immediately.

<u>Section 7:</u> On-Call Duty

A. Pursuant to 38 USC 7453(h) and VA Handbook 5007, Part V, Ch. 5 Paragraph 1, a RN who is officially scheduled to be on-call outside the regular duty hours of the RN will receive pay for each hour of on-call duty, except for such time as the RN may be called back to perform overtime work.

B. Pursuant to 38 USC 7453(e) and VA Handbook 5007, Part V, Ch. 2, Paragraph 2, which is not a part of this negotiated agreement, when called back to perform overtime work, the RN will receive overtime pay for a minimum of two hours for each incident.

C. A RN will be available for prompt response to perform service when scheduled on-call duty.

D. On-call pay will be suspended during the period of actual overtime duty. When released from overtime duty the RN will return to the remaining scheduled on-call duty, if any, and receive on-call pay accordingly.

E. In the event of incapacitation for availability during the period for which scheduled to be on-call, such unavailability shall be reported promptly. A RN who is relieved from scheduled on-call duty as a result of incapacitation thereof will not receive on-call pay during the period from which relieved.

F. The RNs who are on-call and are called back to duty may request to take leave or flex the next tour (where flexible tours currently exist) they are scheduled to work if they are called back to duty. Subject to direct patient care needs, the Department will give consideration to this request (e.g. adjusting the next regularly scheduled tour, leave request) following on-call duty so as to allow adequate rest between work periods.

G. Subject to law, rule, and regulation, the Department will provide communication devices to RNs who are on-call.

H. Once the Department has determined the qualified RNs, on-call scheduling will be assigned in an equitable manner amongst these RNs in the work unit.

I. Except for rare and unusual circumstances, RNs who work 16 continuous hours of direct patient care in a 24 hour period will be relieved of further call and work duty to allow for adequate rest, subject to direct patient care needs.

J. When it can be demonstrated that on-call duty will not assure availability of employees for essential patient care needs, standby duty may be authorized as an exception to on-call duty. The Department's authorization of standby duty and standby premium pay will be pursuant to VA Handbook 5007, Part V, Chapter 5.

ARTICLE 14: OVERTIME (OT) AND COMPENSATORY TIME (CT)

Section 1: General

A. Overtime pay for RNs is governed by 38 USC 7453(e), 7456A and 7459, and subject to 38 USC 7422. Overtime and compensatory time are governed by Directives and Handbooks 5007, Part V, Chapter II and 5011, Part II, Chapter 3. Any language in sections 1 and 2 of this Article that reference Title 38 law or VA regulations is being provided for informational purposes only.

B. If a RN performs officially ordered or approved hours of work in excess of the RN's basic work requirement, the RN may request compensatory time or be paid overtime. These hours of work will include both direct and non-direct care, such as VA education, mandatory in-services, committee meetings or staff meetings.

C. When a RN works overtime, such overtime will be earned in increments of 15 minutes. RNs will be paid differential and premium pay in addition to the overtime compensation.

D. The Department shall make reasonable effort to give the RN as much notice as possible when overtime is needed.

E. RNs who work overtime will be allowed to make calls at no cost to them to make necessary arrangements. This shall include, but is not limited to, dependent care arrangements and updates, medical appointments, classes and self-improvement commitments.

F. A RN's decision to volunteer for overtime or compensatory time or refrain from volunteering for overtime or compensatory time will not be used as a basis for discrimination or preferential treatment and no RN will be coerced into working for compensatory time instead of overtime.

G. RNs who are called back to work for overtime are entitled to a minimum of two hours overtime pay. This also applies when the RN is scheduled to work OT on a regularly scheduled day off.

H. RNs whose request for relief for a meal period is denied shall be paid OT unless CT is requested in writing.

I. Overtime is payable for service performed in excess of 40 hours in an administrative workweek, or in excess of 8 consecutive hours, whichever is greater, at a rate of one and one-half times the RN's basic hourly rate of pay. For a full-time RN on a compressed work schedule, overtime is payable for hours of work in excess of the basic work requirement. For a part-time RN on a compressed work schedule, overtime is payable for hours of work in excess of the basic work requirement (but must be in excess of 8 consecutive hours) or for a week (but must be in excess of 40 hours).

Section 2: Compensatory Time

A. Requests for compensatory time off in lieu of overtime pay must be made and directed to an official authorized to approve overtime work. Pursuant to 38 USC 7453(e)(3), compensatory time off in lieu of pay for service performed under the provisions of this subsection shall not be permitted, except as voluntarily requested in writing by the RN in question.

B. RNs are encouraged to include the date(s) and time(s) for which they would like to use the CT in the same written request in an effort to reduce the risk of a RN losing earned CT. Requests to use CT earned will be made and approved in the same manner as requests for other types of leave.

C. Compensatory time off should be taken as soon as possible after it is earned. When the RN is unable to use earned CT within 26 pay periods due to the exigencies of the service, the CT will be paid to the RN at the OT rate. If CT is not taken within this period because of personal reasons not due to the exigencies of the service, the right to compensatory time off or overtime pay for the duty is lost.

D. The supervisor cannot select the date(s) and time(s) that the RN will use the earned CT.

E. Generally, the supervisor will approve or disapprove the CT request within five days. The supervisor will continue to consider and may grant previously disapproved CT requests up until the pay period prior to the requested date. If later approval can be granted, the RN will reenter the request in the Electronic Time and Attendance system.

Section 3: Voluntary Overtime Procedures

A. RNs may voluntarily place their names on rosters that will be used when overtime opportunities become available.

B. Assignment of voluntary overtime will be as follows:

1. The Department reserves the right to determine qualified staff to be solicited for voluntary overtime.

2. A volunteer roster will be maintained on each unit. The roster will include the names of the RNs desiring to perform OT work. The unit roster will be set up by seniority beginning with the most senior RN. The names of new RNs assigned to the unit will be added by seniority. As RNs work voluntary OT, the date will be entered on the roster.

3. Volunteers to work OT will first be solicited from those RNs on duty from the unit to which they are assigned. If there are more volunteers than OT opportunities, the roster will be used. The RN(s) whose last date of voluntary OT work is most distant from the current date will be selected to work.

4. If there are no volunteers from the unit's roster, the overtime opportunity will be offered to other on-duty qualified RNs.

5. If no on-duty RNs volunteer to work OT, the off-duty RNs on the unit's volunteer roster will be contacted.

6. If there are no off-duty volunteers from the unit's roster, the overtime opportunity will be offered to other off-duty qualified RNs.

Section 4: Involuntary Overtime Procedures

A. Involuntary overtime is governed by 38 USC 7459 and applicable Department regulations. The language below is taken from 38 USC 7459 and is being provided for informational purposes only:

(a) Limitation. Except as provided in subsection (c), the Secretary may not require nursing staff to work more than 40 hours (or 24 hours if such staff is covered under section 7456 of this title [38 USCS § 7456]) in an administrative work week or more than eight consecutive hours (or 12 hours if such staff is covered under section 7456 or 7456A of this title [38 USCS § 7456 or 7456A]).

(b) Voluntary overtime.

(1) Nursing staff may on a voluntary basis elect to work hours otherwise prohibited by subsection (a).

(2) The refusal of nursing staff to work hours prohibited by subsection (a) shall not be grounds—

(A) to discriminate (within the meaning of section 704(a) of the Civil Rights Act of 1964 (42 U.S.C. 2000e-3(a))) against the staff;

(B) to dismiss or discharge the staff; or

(C) for any other adverse personnel action against the staff.

(c) Overtime under emergency circumstances.

(1) Subject to paragraph (2), the Secretary may require nursing staff to work hours otherwise prohibited by subsection (a) if—

(A) the work is a consequence of an emergency that could not have been reasonably anticipated;

(B) the emergency is non-recurring and is not caused by or aggravated by the inattention of the Secretary or lack of reasonable contingency planning by the Secretary;

(C) the Secretary has exhausted all good faith, reasonable attempts to obtain voluntary workers;

(D) the nurse staff have critical skills and expertise that are required for the work; and

(E) 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.

(2) Nursing staff may not be required to work hours under this subsection after the requirement for a direct role by the staff in responding to medical needs resulting from the emergency ends.

B. The Department reserves the right to determine qualified staff for involuntary overtime.

C. An involuntary OT roster will be maintained on each unit. The unit roster will initially be set up by entry on duty date as a Title 38 RN for/at the local facility, beginning with the least senior RN. The names of new RNs assigned to the unit will be added to the top of the roster. As RNs work involuntary OT, the date will be entered on the roster.

D. Involuntary OT will be assigned using the unit's involuntary OT roster. When there is a need for involuntary OT, the RNs on duty for the unit of need will be assigned by roster. The RN(s) whose last date of involuntary OT work is most distant from the current date will be selected to work.

E. Any increment of pay (quarter hour or more) will serve as the RN's turn at involuntary overtime.

F. RNs may have legitimate reasons in which they may be unable to work OT, such as illness, extreme fatigue, unique dependent care issues, etc. However, the Department reserves the right to mandate overtime consistent with Federal law and VA regulations. If the Department determines not to mandate the overtime due to the RN's request, the RN will be mandated to work the next period of involuntary OT, even if the previously established selection process would not require them to work the OT. NNU and the Department will work together to resolve issues of possible abuse.

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ARTICLE 15: WORK ASSIGNMENTS AND OBJECTION TO WORK ASSIGNMENTS

Section 1: General

A. NNU and the Department agree that it is the responsibility of the Department to provide for the safety of patients and their families as well as for the safety of the staff assigned. As such, it is a management right to assign work to meet the needs of patients and ensure RN safety, consistent with 38 USC 7422.

B. The Department recognizes the importance of RNs' input regarding safe patient care. RNs will not be subjected to intimidation or reprisal for providing input regarding safe patient care, questioning an assignment or completing a written objection.

C. The Department and NNU agree that staffing requirements determined through the VA's staffing methodology support and maintain a standardized approach to ensure adequate nursing personnel across the VA.

D. Every RN employed by the Department is required to hold a current full and unrestricted license as a Registered Nurse in a State, Territory, or Commonwealth (e.g., Puerto Rico) of the U.S. or in the District of Columbia as a condition of employment.

E. The Department and NNU are jointly committed to ensuring that RNs:

   1. Are prepared to provide safe nursing care within their skills and competencies and

   2. Receive a comprehensive hand-off report of the patient's condition and the work expected of them during the tour of duty, including time for providing and/or receiving this information.

F. The Department is committed to ensuring that appropriate staffing levels and staff mix are available to provide professional nursing care. Upon NNU request, the Department will provide reports which include variances and discuss with NNU the variances of staffing.

<u>Section 2:</u> Work Assignments and Objections to Work Assignments

A. It is the RN's responsibility to notify the Department at the time when in the RN's professional judgment the assignment has become unsafe for patients or staff. This can be at any point during the work shift.

B. Each facility will utilize and communicate to RNs a clear chain of responsibility to assess/reassess the appropriateness of work assignments for RNs.

C. When a RN believes a work assignment would place a patient, the RN, or another staff member in an unsafe situation, the RN will immediately verbally notify the supervisor or other appropriate Department official if the supervisor is not available. The supervisor or other appropriate Department official will then discuss and assess the situation and determine whether or not the assignment should be carried out. If the supervisor or Department official determines the assignment should be carried out, the RN will complete the assignment.

D. A RN who wishes to express concern about a work assignment or believes the work assignment was unsafe must submit written documentation, such as the NNU Assignment Despite Objection (ADO) form (see Appendix), email or other written memo to the appropriate supervisor. This can be submitted at any time during the assignment or after completion. The RN is free to make suggestions or recommendations for resolution of concerns. The Department will give full consideration to any concerns or suggestions raised by the RN.

E. RNs will forward copies of completed NNU ADO forms, email or other written memo to the Nursing Supervisor on duty, Nurse Manager and NNU.

F. Any objection to work assignments including completion of the NNU ADO form, email or other written memo will not be considered by either party as punitive but as a communication tool to improve working conditions and patient care.

G. The appropriate Department official will immediately address the situation documented in the NNU ADO form, email or other written memo. The Department will respond to the RN and take action as warranted. If the Department makes a written response a copy will be provided to the RN and NNU.

H. At the request of NNU, the Nurse Executive or designee will meet with NNU to discuss objections to work assignments. The Department will give full consideration to any concerns raised.

I. NNU may educate all RNs on the use of the ADO process.

<u>Section 3:</u> Committee Attendance

Subject to direct patient care needs, the Department will make reasonable efforts to release RNs to attend assigned committee meetings.

ARTICLE 16: STAFFING

Section 1: General

A. This Article is subject to 38 USC 7422. It is not intended to require union involvement in day-to-day staffing decisions or formal bargaining over matters excluded from bargaining under 38 USC 7422(b) or 5 USC Ch. 71.

B. The Department will notify the Chair NNU-VA and the affected NNU Director when the Department changes its staffing plan and provide NNU a written copy of the changes in a timely manner. At any time NNU may provide, and the Department will consider, input at the facility or national level, as appropriate regarding changes in staffing.

C. It is the responsibility of the Department to provide safe, appropriate, high-quality health care to Veterans.

D. The Department recognizes that staffing can affect the types and amounts of duties required of a RN and may potentially impact upon the RN's licensure. Subject to law, rule, and regulation, a RN has the right to function within their scope of practice.

E. The Department recognizes that the safety of patients is impacted by staffing and the Department strives to reduce care related errors and injuries while increasing positive patient/RN satisfaction. The Department also recognizes that there is a need for adequate levels of ancillary personnel to assist RN's to provide safe patient care and assure patient/RN satisfaction.

Section 2: Staffing Methodology Information

A. Local NNU Directors will be given copies of the current staffing methodology in place upon the completion of this Contract. Additionally, upon request, the local NNU Director will be provided the staffing plans for all patient care areas. This information, if available, will include but is not limited to, the name of each unit, the care delivery model utilized on the unit, and the projected staffing needed to safely provide care by tour, including any changes needed for the week-end patterns and how the staffing level and skill mix was derived.

B. The NNU Local Director (or designee), any NNU representative on the facility Staffing Methodology Panel and any RN on the Unit Based Expert Panels will be provided the same training as the other panel members.

C. NNU will appoint one RN to serve on the Facility Expert Panel in a representational capacity on official time.

D. NNU may recommend a RN for the Unit Based Expert Panel to the Nurse Executive. NNU's recommendation must be from the nursing staff on the nursing work unit for each Unit Based Expert Panel. If the Department accepts the NNU recommendation for the Unit Based Expert Panel, the recommended RN is not on official time and must act as a peer on the Unit Based Expert Panel, not as a NNU representative.

E. If the Department does not approve the summary work of the Unit Based Expert Panel, the Unit Based Expert Panel will be notified if they need additional clarification and additional information will be requested, consistent with Department policy.

F. The NNU representative on the Facility Expert Panel will have access to the same information as all other members of the Panel to examine the staffing requirements used in the facility staffing methodology plan. This information can be shared with local NNU officials, including any follow-up action plan, but shall not be disseminated beyond officials with a need to know.

ARTICLE 17: JOB SHARING

<u>Section 1:</u> General

A. Job sharing is a form of part-time employment in which the tours of duty of two RNs are arranged in such a way as to cover a single full-time position.

B. Job sharing can provide the Department and RNs with considerable work scheduling flexibility.

<u>Section 2:</u> Procedures

A. The Department determines whether RNs can job share, what hour or tours can be worked, and what potential patient care and clinical competence concerns exist with respect to the potential job sharing. The Department agrees that entry into job sharing is strictly voluntary, initiated by the RNs, and without coercion by the Department. Job sharing can be considered when traditional part-time employment is not practical or feasible.

B. The Department shall give bona fide consideration to RNs' requests regarding part-time job sharing employment, including requests for reassignment from a non job sharing arrangement to a job sharing arrangement and from a job sharing arrangement to a non job sharing arrangement, consistent with the Department's resources and mission requirements. RNs working under similar functional statements, or in the same clinical settings, may request the opportunity to enter a job sharing arrangement. RNs must qualify for the position for which they are applying.

C. RNs interested in job sharing will submit a written proposal to the immediate supervisor. The job sharers are expected to seek the Department's assistance and approval in drawing up the job sharing plan so that the work will be properly divided. RNs will receive a written response from the Department within a reasonable amount of time from the date of submission of their written proposal informing them of acceptance or rejection of their job sharing proposal or if the Department requires additional time for review or information from the job sharers before making a decision. If rejected, the reasons will be stated in

writing. The RNs may revise their written proposal to accommodate the reasons given for rejection and resubmit it for reconsideration.

D. Although the RNs share the duties of a full-time position, job sharers are considered to be individual part-time RNs for all personnel and employment purposes.

E. A variety of different work scheduling arrangements can be used as long as each job sharer works the hours as indicated in their signed job sharing agreement. For example:

   1. Split days (one RN works mornings, and the other afternoons);

   2. Alternate days (one RN works Monday and the other Tuesday, etc.);

   3. Split weeks (one RN works Monday through noon Wednesday and the other works noon Wednesday through Friday; although most job sharers split the hours of a full-time position in half, this is not a requirement);

   4. The work schedules of job sharers may overlap (one job share may work from 10 a.m. to 2 p.m. every day and the other from noon to 4 p.m.). This arrangement can provide the Department with extra coverage during heavy workload periods. A certain amount of overlap may also be desirable to enable job sharers to attend staff meetings or provide hand-off communication.

F. The employment of a RN in a part-time position shall not be a basis for exclusion from participation in job sharing.

G. Each RN entering into a job sharing arrangement shall be given a written explanation of his/her work schedule and an explanation of the impact of conversion to part-time on his/her rights and benefits. The job sharing agreement shall incorporate the understanding that in the event one of the job sharing RNs leave and the Department concludes that the needs of the position requires full-time staffing, the Department shall make a reasonable effort to assist the remaining RN in finding another partner. The remaining RN will be given a reasonable amount of time, normally 30 days to find another RN job sharer.

H. The decision to end a job sharing arrangement is at the Department's discretion. When drafting the job sharing arrangement, it should include what can be done if one partner is unable to maintain the arrangement.

Article 18: Alternative Workplace Arrangements (Telework)

Section 1: General

A. Telework refers to a work flexibility arrangement under which a RN performs the duties and responsibilities of such RN's position, and other authorized activities, from an approved worksite other than the location from which the RN would otherwise work. Telework within the Department must be administered in accordance with The Telework Enhancement Act of 2010 (Public Law 111-292), which is aimed at increasing telework in the Federal Government, and VA Handbook 5011.

B. Telework may benefit the Department and RNs by providing an alternative work situation, which may improve services to Veterans, improve productivity, help with recruitment and retention, and improve the quality of life of RNs. The primary intent of the program is to support the mission of the Department in an alternative work setting.

C. Telework must not be used as an alternative to, or in lieu of, dependent care.

D. Flexi-place, telecommuting, work-at-home, and telework all refer to paid employment away from the traditional office. The terms are synonymous and may be used interchangeably.

E. A community based telecenter is an office, typically in a space owned or leased through General Services Administration (GSA), and/or other Federal Government facility, which may be shared by multiple agencies, or a satellite office of a single agency where a RN works one or more days in the workweek.

F. Home-based/work-at-home telework means allowing RNs to use information technology and communication packages to work one or more days in the workweek at the RN’s place of residence.

G. Mobile/virtual office means a location or environment, which may include customer sites, hotels, cars, or at home, etc., where a RN performs work through the use of portable information technology and communication packages.

H. Official duty station means the official duty station for a RN's position of record as indicated on the most recent notification of personnel action.

<u>Section 2:</u> Telework Guidelines

A. Department officials are responsible for determining whether a position is suitable for telework, notifying newly hired RNs of position suitability for telework, and deciding whether a RN is eligible for telework. 38 USC 7422 applies to telework.

B. Consistent with law and VA policy, certain RNs are not eligible for telework. This includes:

1. A RN who has been officially disciplined for absence without approved leave for more than five days in any calendar year;

2. A RN who has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties; and

3. RNs with a performance rating less than successful or equivalent.

C. RN participation in a telework arrangement is voluntary. RNs who volunteer and those who do not volunteer for telework will be treated equitably.

D. Prior to teleworking, RNs must complete all required VA forms, including a Telework Request/Agreement form currently found in VA Handbook 5011, Part II, Chapter 4.

E. Telework agreements must be completed with each RN participant. The agreement must include, but is not limited to;

1. A preamble statement of voluntary participation;

2. The identity of the signatories, duty station and alternative worksite;

3. A description of the work schedule and tour of duty;

4. A description of required equipment/supplies an explanation of the responsible provider;

5. The parameters of work assignments to be performed as well as performance criteria. Teleworkers and non-teleworkers will be treated the same for purposes of performance criteria; and,

6. The provisions describing requirements for leave, overtime, liability, work area (for work at home only), worksite inspection, alternative worksite costs, injury compensation, cancellation, privacy obligations, standards of conduct, and paragraph on appropriate disciplinary or adverse action.

F. Telework may be used as a reasonable accommodation for employees with qualifying disabilities under the Americans with Disabilities Act, 42 USC 12101.

G. To the extent that there is not a 38 USC 7422 issue involved in modifying or terminating a telework arrangement that affects RNs, that change is a grievable issue.

H. The Department should notify the RN of any modification or termination of the telework arrangement. This notice should be given as soon as practicable, but normally at least two weeks in advance. A RN may terminate his/her telework arrangement at any time. However, the RN must provide at least two weeks advance notice to the Department.

I. There will be no change in telework arrangements based solely on a change in supervision.

J. Department officials are responsible for assisting the RN with completion of the User's Remote Computing Security Agreement. The agreement is available in the "VA Remote Access Guidelines". Department officials will assist the RN in coordinating the request for remote access through the Information Security Officer. The RN is responsible for working with the Department official to complete the required forms.

K. Appropriate Department officials may conduct safety inspections, as required, during normal working hours, to ensure proper maintenance of any Government-owned property and conformance with safety standards. The safety inspection will be limited to ingress, egress and the telework area. The RN will be provided advance notice of any safety inspection.

L. Full-time, part-time, and temporary RNs may request a telework arrangement. Each arrangement for telework is to be considered individually.

M. The Department is encouraged to provide training to facilitate the use of telework.

N. If appropriate, the opportunity for RNs to voluntarily use their own personally owned equipment will be explored to decrease the cost of the telework program. To the extent possible, security inspections of personally owned equipment will be strictly limited to sections of the equipment used for telework.

O. Periodic work reviews between Department officials and the RN are encouraged.

P. The RN's time and attendance will be recorded as performing official duties at the official duty station or alternative worksite, as applicable. To verify attendance at the alternative worksite, Department officials may periodically contact the RN and/or permit RN self-certification. To help ensure that RNs on telework arrangements work as scheduled, Department officials should focus on the completion of work products, as applicable.

Q. Based on work requirements, the Department may arrange telework schedules to allow RNs to work on a telework arrangement one day per pay period, one day per week, or as often as five days per week. Department officials may also approve alternative work schedules for RNs on telework arrangements when doing so is consistent with work requirements. Consistent with VA Handbook 5011, Department may change telework schedules, including an alternative work schedule which is part of the RN's telework agreement, normally with a two week notice to the RN.

R. With regard to emergency situations that may impact official duty stations and/or alternative duty stations, the following rules apply:

1. A telecommuting RN will sometimes, but not always, be affected by an emergency requiring his/her official duty station to close. When both the official duty station and the alternative duty station are affected by a widespread emergency, the Department should grant the telecommuting RN excused absence as appropriate.

2. When an emergency affects only the alternative duty station for a major portion of the workday, the Department can require the telecommuting RN to report to his/her official duty station, approve annual leave or leave without pay, or authorize an excused absence.

3. The telework site may be unaffected by emergencies that lead to closings and dismissals at the official duty station. If work can proceed at the alternative duty station, then the RN may not be excused from duty just because other employees elsewhere have been dismissed or excused from reporting.

S. When the Department determines exigent circumstances exist (for example, a RN's sudden illness precluding work at the official duty station), the Department may institute an ad hoc telework arrangement without completion of required documentation. Ad hoc arrangements should only be instituted to assist RNs and management in unforeseeable and unavoidable emergency circumstances, and to ensure improvement of services to Veterans, increase productivity, recruit and retain RNs, and improve their quality of life. After effecting an ad hoc arrangement, a telework agreement should be completed at the earliest possible opportunity. Ad hoc telework can also be done on an occasional, episodic or

short-term basis. These situations include, but are not limited to; specific projects, reports or short-term assignments. Such situations may occur throughout the year or be a one-time event.

T. Expenses and Equipment

1. The Department may issue and/or pay for equipment, software, equipment maintenance, and repair based on the availability of funds and equipment. The decision to purchase or provide Government issued equipment is discretionary on the part of the Department.

2. When needed, the Department may pay expenses associated with working at home such as: pens, paper, printer cartridges, printer, phone charges (long-distance and other); and the cost of computers, fax machines, computer software, modems, and equipment maintenance and repair.

3. The RN will incur the cost of utilities associated with working at home.

U. When acting within their official capacity, RNs on telework arrangements are covered under the Federal Tort Claims Act and the Federal Employees Compensation Act. RNs are required to submit reports of OCWP injury/illness consistent with facility policy.

ARTICLE 19: CONTRACT RNs

<u>Section 1:</u> General

A. This Article is subject to 38 U.S.C. § 7422. It is not intended to require Union involvement in day-to-day staffing decisions or formal bargaining over matters excluded from bargaining under 38 U.S.C. § 7422(b) or 5 U.S.C. Chapter 71. When the use of Contract RNs causes a change in working conditions of bargaining unit RNs, which triggers a duty to bargain under the Statute, the Department will bargain as appropriate.

B. It is the responsibility of the Department to provide safe, appropriate, high-quality health care to Veterans, and well-qualified, dedicated and properly oriented RNs are important in fulfilling the Department's mission. The Department is authorized to use Contract RNs to meet mission needs.

C. When the Department determines the need to establish a contract for RNs, NNU will be notified.

ARTICLE 20: UNIFORMS, APPEARANCE AND PROFESSIONAL IDENTIFICATION

<u>Section 1:</u> Uniforms & Appearance

A. When a duty to bargain is triggered under the Statute by any changes to the uniform and appearance policy, the Department will negotiate with NNU at the appropriate level.

B. If there is an existing local Department policy that provides a different number of uniforms than provided in this Article, those amounts will not be changed.

C. If there is a question as to whether a RN is adhering to the uniform and appearance policy, a Department official will make a determination. If the RN disagrees, they may seek NNU representation. The Department will discuss the matter with the NNU representative, upon request.

D. In various work settings at each facility, uniform requirements may vary based on the clinical environment (i.e. psychiatry, home health, etc.). The requirements are determined by local facility policy.

E. RNs will remain in compliance with safety and infection control guidelines in order to maintain a safe work environment for patients and staff.

F. When the Department requires a RN to change into a uniform after the RN arrives onsite, the RN will be provided up to 10 minutes at the beginning and end of a tour for the RN to change clothes. In addition, RNs will be allowed a reasonable amount of time to change clothes when their clothing becomes soiled.

G. Each RN will present a clean, well-kept, and professional appearance.

    1. Work uniforms, whether provided by the RN or by the Department, will be appropriate and safe for the work environment.

    2. Footwear should be appropriate and safe for the patient care environment and in compliance with infection control policies and safety requirements.

    3. When the Department does not provide uniforms, RNs will be provided with a uniform allowance in accordance with VHA Handbook 1850.04.

4. When the Department issues uniforms, the Department will be responsible for their maintenance.

5. RNs who normally work in non-uniform work areas will be temporarily provided a suitable uniform when placed on a float or detail to an area where a uniform is required. If the RN is temporarily reassigned to an area that requires uniforms, the Department will coordinate a uniform allowance or provide uniforms, as appropriate, for the duration of the temporary assignment.

H. If it is determined by the Department that a RN is in violation of the uniform and appearance policy, a temporary suitable uniform may be loaned to the RN instead of sending him/her home to change clothes. Failure to follow the uniform and appearance policy may lead to discipline.

I. RNs who are issued uniforms by the Department will be provided with uniforms of proper size and fit for the RN.

J. RNs who are issued uniforms will be issued a suitable number to allow for laundry turnaround, normally five complete sets of uniforms. If scrub jackets are required by the Department, RNs will be issued a suitable number to allow for laundry turnaround, normally two scrub jackets. These numbers may vary for RNs who do not work full-time.

K. RNs who do not normally wear uniforms but work in a clinical setting will be issued, upon request, a suitable number of lab coats to allow for laundry turnaround, normally four lab coats. This number may vary for RNs who do not work full-time.

L. When available at the facility, a RN will be loaned an available uniform when his/her uniform is soiled during his/her tour of duty. This loan will be obtained by the appropriate Department official or by the RN with supervisory permission and will be returned within three working days.

M. At local facilities where NNU scrub tops and/or nurse uniforms with the NNU insignia have been permitted in the past, the parties may continue this practice. At facilities where such a practice does not exist, the parties may discuss the option to use NNU scrub tops and/or uniforms that solely identify NNU affiliation. In either instance, the scrub top and/or nurse uniform must meet the local uniform and appearance policy.

<u>Section 2:</u> Professional Identification

A. Name badges or identification cards must be worn according to Department policy.

B. Personal Identification Verification (PIV) cards or equivalent must be worn. The RN or Nurse Practitioner designation will be on all PIV cards.

C. RNs who have been issued a PIV card but occasionally forget to bring it to work may be issued a temporary badge after presenting appropriate picture identification, such as a driver's license. A RN who fails to bring his/her PIV card to work for three or more consecutive days may be required to obtain a replacement PIV card. RNs will not be charged for the temporary badge or replacement PIV card unless a VA policy is developed and the Department has met any statutory duty to bargain.

D. RNs will be provided appropriate PIV applicant training on duty time.

E. Procedure for providing RNs controlled access to secured areas will be determined locally.

F. Currently, the Department does not use the VA PIV card as a time card. The Department will bargain any changes for the use of a PIV card for recording a RN's time and attendance when a duty to bargain is triggered under the Statute.

G. When name badges or identification cards are worn around the neck on cords, lanyards or badge holder devices, those devices will have a safety breakaway feature so that the RN is at no risk for choking should the device be pulled accidentally or intentionally in the workplace.

ARTICLE 21: VACANCY ANNOUNCEMENTS

Section 1: General Provisions

A. A vacancy is defined as an opening for a position within the bargaining unit presently unfilled including newly created positions, whether temporary or permanent, as well as positions currently filled but anticipated to be open in the future.

B. The Department retains the right to decide whether to fill a position, to determine qualifications for positions to be filled, to determine the area of consideration, and to make judgments as to RN qualifications.

C. 38 U.S.C. Chapter 74, provides the Secretary of Veterans Affairs with authority to hire personnel listed in 38 U.S.C. §7401(1) directly, without regard to civil service hiring requirements. The Department may fill registered nurse positions without posting vacancy announcements. If the Department elects to post a vacancy announcement, it may simultaneously post such positions internally and externally.

D. When the Department elects to post a vacancy announcement, it will be posted for a minimum of 10 calendar days. However, when management determines that there is evidence of a critical staffing shortage or a lack of qualified internal candidates, the Department will post the position prior to the expiration date of the announcement and will notify the NNU Local.

E. The parties may bargain locally on procedures to consider internal applicants for vacant positions.

Section 2: Vacancy Announcement

The notice of a job vacancy should contain the following information:

A. Position title

B. Unit or service or department of assignment

C. Description, role, function and qualifications

D. Educational and experience requirements

E. Tours of duty, if specific

F. Anticipated date the vacancy will exist, if in the future

G. Nature of position-permanent/temporary, full-time or part-time, float or relief

H. The closing date of the announcement

I. The individual or office to which the application package should be submitted

Section 3: Vacancy Procedures

A. The Department will accept and consider NNU comments on posted vacancy announcements.

B. NNU may make recommendations for criteria to be used for all newly created bargaining unit RN positions. The Department will provide draft position announcements for the newly created bargaining unit positions to NNU which may submit comments within 48 hours of receipt.

C. Vacancy announcements may be advertised simultaneously internally and externally, and will contain the same qualifications. The Department is encouraged to give internal RNs first consideration when filling bargaining unit positions.

D. RNs will have an opportunity to apply for a posted vacancy. Applicants that are interviewed for a job vacancy will be asked the same questions related to the job and past experiences as indicated in the vacancy announcement. This provision does not limit the department's right to ask additional questions based upon the responses of the applicant. The RN will apply for positions as indicated in the announcement.

E. When selecting from an internal certificate, and the Department determines that two or more RNs are equally qualified and competent for a position, the most senior RN will be selected.

F. Shadowing consists of up to a four-hour observation period during which the RN will shadow/observe another RN on the unit for which he/she has been selected. This will allow the RN selectee to make an informed decision regarding the new position prior to acceptance. When requested by a RN, he/she may be allowed to shadow. This experience will be arranged by the supervisors of the affected areas.

G. All bargaining unit applicants will be notified of the selection or non-selection in writing. All non-selected bargaining unit applicants will be given the opportunity to discuss with the selecting official (or designee) how he/she can improve his/her chances for selection in the future. NNU will be notified of the selection when a bargaining unit selectee has accepted a bargaining unit position.

H. When a vacancy is filled internally, effort will be made to make the transfer within 60 days of the decision. If the RN cannot be moved within 60 days, the Department will provide a firm move day with the expectation that the move will occur in the next 30 days. The intent is to move the RN as soon as possible.

I. If available, NNU local units will receive reports of transfers, gains, losses and name changes as the report is generated with the expectation that it will be done at least monthly.

J. The Department will inform NNU in advance of new RNs entering onto duty for orientation.

ARTICLE 22: PROFESSIONAL DEVELOPMENT AND EDUCATION

<u>Section 1:</u> General

A. The provisions of this Article are intended to be consistent with 38 USC 7422.

B. Nursing professional development is the lifelong process of active participation by RNs in learning activities that assist in developing and maintaining their continuing competence, enhancing their professional practice, and supporting achievement of their career goals. The Department and NNU agree on the following principles:

   1. Lifelong learning is essential to maintain and increase competence in nursing practice.

   2. Continuing nursing competence is essential to the provision of safe, quality nursing care.

   3. The public expects continued professional competence throughout the RN's career.

   4. Professional nursing competency is definable, measurable, and quantifiable.

   5. A variety of educational options to meet the diverse needs of the professional RN may include, but are not limited to: academic education, specialty and nursing certifications, experiential learning, consultation, teaching others, professional reading, distance learning, research, and self-directed educational activities.

   6. Educational programs and offerings will reflect changes and advances in nursing practice, health care delivery systems and technology, and consumer demographics.

C. It is agreed that it is the responsibility of the Department to improve clinical efficiency through the professional growth and development of RNs. Toward that end, the Department agrees to provide appropriate orientation, training programs, staff development and continuing and academic education programs for RNs.

D. The Department acknowledges the role of the RN in preparing, leading and delivering educational programs to enhance patient care and maintain professional credentials. To support this end, Department supervisors will work with RNs to allow for a reasonable amount of on-duty time for RNs providing training to allow for preparation of in-services and other educational programs.

E. The Department recognizes the RN's need to access the Internet and other resources for clinical and other job responsibilities. In addition, RNs will have access to the Internet for nursing practice, related research and career development.

F. The Department will provide local resources that support career development and education, including but not limited to: access to each facility's general and medical library resources and educational programs for using technology-based learning. Access to the resources not located on the unit will be with the permission of the supervisor if the RN is on duty. Department supervisors will work with RNs to allow for such opportunities. The Department agrees to keep RNs informed of training and reimbursement opportunities.

G. The Department will strive to offer in-service education on all tours. If in-service education is not available on all tours, the Department will endeavor to offer accommodations as applicable for attendance.

H. Should the Department offer Educational Programs for RNs via computer or other technology for which an RN requires assistance, the Department shall provide such assistance.

I. Each October the Department will announce education programs which will enhance career development and potential academic growth. The October announcement time may be adjusted locally based upon changes in programming. Should the Department fail to provide the information, NNU will provide the Department with one reminder message and the Department will immediately provide the information. Information regarding new or changed educational programs will be distributed as soon as practicable.

J. It is the personal and professional responsibility of each RN to maintain his/her licensure requirements.

<u>Section 2:</u> Continuing Education and Training

A. Definitions:

1. Academic education consists of courses taken for undergraduate or graduate credit in an institution of higher learning, whether via traditional or distance learning, that may lead to a degree or a certification upon completion.

2. Continuing education refers to systematic professional learning experiences designed to augment the knowledge, skills, and aptitudes of RNs and therefore enhance contributions to quality healthcare and their pursuit of professional career goals.

3. Staff development is a directed process that promotes professional practice and continuing competence through assessment of needs, program planning and evaluation.

B. Mandated training and training to meet local requirements specific to a position will be provided to all RNs.

1. In addition to mandatory education topics, the Department will provide in-service education and opportunities for professional continuing education consistent with budgetary constraints. RNs will be encouraged and permitted to attend such offerings on a fair and impartial basis (i.e., consistent with merit factors required by applicable law, rule or regulation). The Department supervisors will work with RNs to allow for such opportunities.

2. All bargaining unit RNs can request funding for training and the Department will strive to allow maximum training opportunities.

C. Mandated training will be on duty time and the Department will pay all costs.

D. The Department will encourage RNs to further their academic education. Managers are encouraged to work with the RN to develop options, such as flexible work schedules, that will accommodate the RN's academic needs.

E. Upon request, RNs may be authorized to participate in workshops and attend educational programs. The Department will fully consider such requests to participate. These activities may be on duty time or leave time where appropriate. Where appropriate, per diem expenses, travel and fees for RNs to attend educational courses, lectures, seminars, courses of instructions, etc. may be approved. RNs will follow the local process for requesting participation.

F. Educational announcements (both internal and external) will be distributed to all RNs manually or electronically generally two months in advance, or as soon as practicable, and shall include subject, time, date, location, amount of credit (time) if offered, and cost (if any).

G. The Department will maintain a record of training.

H. RNs may access programs presented by the Department. Copies of reference materials including, but not limited to: the VA Formulary, Medical Dictionary, Pharmacy Reference, policy and procedure manuals, shall be available on each work location, either electronically or in hard copy.

I. The NNU will have representation on appropriate local education-related committees impacting bargaining unit RNs. Additionally, NNU will be invited to participate in related national committees, as appropriate.

Section 3: Competencies

A. In accordance with VA policy, RN competence will be assessed and validated during the orientation process. This orientation will specifically address aspects of performance in accordance with the RN's functional statement.
B. The Department will ensure ongoing assessment of RN knowledge, skills and abilities, necessary to assure continued competence in the workplace.

C. The Department will support and encourage continuing education and training required to allow RNs to practice nursing competently. Such support may include, but is not limited to the following:

1. Involving practicing staff nurses and NNU in identification and development of facility-wide and unit-based RN competency needs.

2. Soliciting input from practicing staff RNs and NNU into ongoing evaluation/updating of staff RN competencies.

3. Ensuring that RN competencies are within the scope of applicable State Nurse Practice Acts, VA regulations and laws.

4. Ensuring that RNs are familiarized, trained and have supervised practice with demonstration/return demonstration on all new equipment used by the Department. If the RN is not competent with an assigned task, using certain equipment, or other technology that is introduced, he/she will be afforded a reasonable amount of time for review and training as determined by the Department.

5. Ensuring that competencies are clearly written and clearly communicated to all affected RNs, and document the RN's completion of competencies.

D. Upon request, the Department will provide a copy of current, facility-wide and unit based competencies to the local NNOC NNU bargaining unit.

Section 4: Orientation

A. The Department will provide orientation for all new RNs upon their entrance on duty and upon reassignment to a different position/location or area. As needed, this orientation will include clinical requirements and competencies specific to the area of assignment.

B. The Department should use experienced RNs as preceptors and mentoring concepts as a component during RN orientation. It is expected that the RN will work closely with the preceptor and when possible management will assign the orienting RN to work the same schedule as the preceptor. NNU and the Department agree that continuity during orientation is of upmost importance to ensure a competent, independent and well qualified nursing workforce to ensure the highest quality of patient care.

C. RN expertise develops from novice to expert through stages based on experience. (For informational purposes only see Appendix B) NNU and the Department recognize the importance of a quality orientation and that RNs have varying backgrounds and levels of experience requiring a specialized orientation process. The orientation period will be individualized in length and scope based on the RN's needs in collaboration with the RN, the RN preceptor and the Nurse Manager. Orientation is finished when the orientation checklist is completed.

Section 5: Career Development Program

A. The Department encourages RNs' efforts in enhancing and developing their professional careers, and will provide a career development program consistent with budget capabilities. For those RNs interested in career development a Personal Development Plan (PDP) or its equivalent should be developed in conjunction with their supervisor/preceptor.

B. Participation will be voluntary and non-participation will not adversely impact the RN's proficiency rating.

Article 23: Nurse Professional Standards Boards (NPSB)

Section 1: General

A. The subject of Nurse Professional Standards Boards (NPSBs) is a subject excluded from collective bargaining pursuant to 38 USC 7422. Procedures for NPSBs are presently governed by VA Handbook 5005 and VA Handbook 5021. Those procedures may in the future be governed by other handbook provisions, publications or policies. VA Handbook 5005 can be found at Handbook 5005 link and VA Handbook 5021 can be found at VA Handbooks 5005/5021.

B. The VA Nurse Qualification Standards (NQS) define the performance, experience and education requirements for a RN to be appointed, advanced, and promoted within the VA. The performance of RNs will be evaluated using the NQS. This process is presently governed by VA Handbook 5005 Part II Appendix G-6 but may in the future be governed by other handbook provisions, publications or policies.

C. NNU and the Department agree that the provisions of this Article refer to recommendations for promotions, disciplinary board actions or retention. These recommendations are to be made equitably and in a consistent manner. The NPSB is normally only a recommending body. NPSB recommendations are provided to the appropriate Executive Level approving official.

D. The NPSB represents a peer review body, which compares each RN's performance, education and experience against professional standards and guidelines.

Section 2: Nurse Professional Standards Boards

A. Membership of the NPSB should be reviewed on an annual basis. NNU may recommend bargaining unit RNs for appointment to the NPSB. Such appointments are made without regard to bargaining unit membership or other affiliations. RNs appointed to the NPSB must divest themselves of their identity with the particular facility at which they are employed, and their labor union, and must become the agents of the VA Under Secretary for Health.

B. The Department will publish the membership of the NPSB to include the dates of appointment, the term of the appointment and the projected schedule of board meetings on an annual basis and provide a copy to the local NNU. The Department should publish this information on their local websites. The membership of the NPSB will be provided to the RNs annually and as changes are made.

C. The function and composition of local NPSBs will be in accordance with VA policy, which sets the criteria and procedures by which RN members of the NPSB are recommended by the Nurse Executive and appointed by the Medical Center Director.

D. Training to RNs on the role and responsibilities of the NPSB will be provided by the Department upon their appointment and annually. RNs may submit suggestions to the Department as to the content and frequency of such training. The Department will provide additional education and/or training on the NPSB as changes or updates occur. http://vaww1.va.gov/nursing/npsb_rsrc.asp

E. Additional training on the NPSB may be provided by NNU. The Department will consider RN requests for authorized absence to attend these educational sessions. The Department may request additional information regarding the content of the training such as agenda to be presented if not previously provided.

F. When a RN files an appeal before a Title 38 Disciplinary Appeals Board (DAB), the RN is entitled to designate a personal representative of their choice, who may be from NNU. The NNU representative must protect the confidentiality of any information to which they have access in connection with the DAB hearing. A representative in a DAB hearing may speak, clarify, ask questions, and present the interests of the RN for whom they represent. However, the representative may not unnecessarily interfere with or delay the proceeding.

G. When a RN is the subject of a Summary Review Board (SRB), the RN is entitled to a representative of their choice, provided the choice would not create a conflict of interest. The NNU representative must protect the confidentiality of any information to which they have access in connection with the SRB proceeding. A summary review is not an adversarial procedure and the representative's role is limited to assisting the employee in exercising the right to reply orally and/or in writing to the reasons for the review. Only Board members are entitled to be present when an individual is being interviewed, except that an employee's representative may be present while the employee is being interviewed. The representative may not unnecessarily interfere with or delay the proceeding.

H. The Department will notify each RN of the recommendations of NPSB action in writing. The notice will include reconsideration and/or appeals processes, if appropriate. Supervisors must advise employees of any decision not to promote them, of the reason(s) for the decision, and of their right to request reconsideration. The right to reconsideration does not extend to promotions to Nurse IV and Nurse V, which are based on complexity of assignment, nor does it extend to temporary promotions. The employee must discuss his or her dissatisfaction with their immediate supervisor prior to submitting a request for reconsideration. (See VA HB 5005, Part III, Chapter 4, p. 52.For promotions and advancement to a Higher Level With the Grade to Nurse III and Below, if consideration of a registered nurse promotion or advancement to a higher level within the grade by the Under Secretary for Health or designee is requested, the Human Resources Management Officer will take necessary steps to ensure that the Nurse Executive [is] aware of the case and of the recommendation(s) of the appropriate Nurse Professional Standards Boards. See VA HB 5005, Part III, Chapter 4, p.52.

I. The Department retains the discretion to determine when RN boarding will take place. Generally, RNs Grade I and II will be boarded annually at their anniversary date and RNs Grade III will have a onetime review for scope and complexity for promotional consideration to Nurse IV.

J. The Department should use the notification letters as provided by the Office of Nursing Services (ONS) website to communicate board actions. If the board does not recommend promotion, the notification letter will include the specific elements not met, the reconsideration and/or appeals processes, the projected date of the RN's next scheduled boarding. Anytime the boarding date is extended beyond one year an explanation will be provided in writing.

K. The board chair will not share any board information regarding the recommendation until the approving official signs off on the board action.

ARTICLE 24: NURSE QUALIFICATION STANDARDS (NQS) AND PROFICIENCY REPORTING

Section 1: General

This Article is subject to the provisions of 38 USC 7422. The information in this Article is subject to the policies and procedures outlined in VA Handbook 5005, Part II and VA Handbook 5013, Part II (http://vaww1.va.gov/ohrm/HRLibrary/Dir-Policy.htm). Additional Nurse Qualification Standards and proficiency information is found at the Office of Nursing Services website: http://www.va.gov/nursing/.

Section 2: Nurse Qualification Standards (NQS)

A. The VA Nurse Qualification Standards define the performance, experience and education requirements for a RN to be appointed, advanced, and promoted. The performance of RNs will be evaluated utilizing the NQS.

B. Each RN will be oriented and provided a copy of the NQS upon appointment and subsequently upon request.

Section 3: Proficiency Reporting

A. There will be a continuous learning environment for RNs in preparing for and writing proficiency content related to the NQS and professional requirements for performance.

B. All newly-appointed RNs will be educated in the proficiency requirements to include processes and procedures for providing input into the evaluation process. This initial training will be face-to-face. Annual training on NQS and proficiencies will be provided. Additional ongoing education for all RNs is available on the Office of Nursing Services website (ONS).

C. Upon appointment, advancement, promotion and upon request, each RN will be provided a copy of performance requirements, such as competency checklists and functional statements for the position they occupy. All RNs will receive

updated copies of promotion and special advancement criteria when changes are made.

D. Each RN will be notified 90 days prior to the due date of the proficiency. RNs have the right to provide input into their proficiency for the rating official's consideration and incorporation where appropriate. The Department will provide copies of the NQS for their grade and career path for use as a reference. If the RN requires additional training prior to completion of the evaluation, a request will be made to the rater or the approving official. Input into the evaluation should be completed and provided to the rater no less than 45 days before the proficiency is due. Failure of the RN to provide input should not delay the completion of the proficiency report.

E. Each RN has the responsibility to participate in the development of their professional goals.

F. The Department and NNU agree that in order to accomplish the mission of the Department, every effort will be made to provide timely proficiency reports to ensure professional growth and/or resolve performance problems.

G. The Department will follow its policy concerning the timeliness or and procedures for notification to RNs and completion of RN proficiencies. The Department recognizes the importance of having proficiencies completed by supervisors trained in the Department's proficiency rating system.

H. The Department recognizes the importance of having proficiencies submitted to the NPSB in a timely basis consistent with VA regulations.

I. All RNs will have in-person discussions with their rater by the proficiency due date, so that clear understanding of the areas of accomplishment, professional growth opportunities and goals are discussed. Constructive feedback will be provided to clearly explain the overall rating and performance expectations.

J. Upon completion of the discussion and review of the written evaluation the RN will have the opportunity to sign the evaluation. Signing the report indicates the RN has seen the report and had an opportunity for discussion. RNs who disagree with the proficiency may provide concise comments in writing to their supervisor to be filed in the eOPF. The RN may decline signing the proficiency report and if so the rater will indicate such on the proficiency report and forward to HR.

K. Delay of a proficiency report will follow the guidance outlined in the Department policy. If a RN's proficiency is delayed and the RN is later advanced or promoted, the Department will make the individual whole back to the date the change would

have taken effect, including back pay and corrected date of promotion. This section is not intended to allow for arbitration or other third party review other than that referred to above.

L. Upon the request of NNU, the Department will provide a list of all bargaining unit RNs' delayed proficiencies. The report will contain the RN's name, the RN's proficiency due date and number of late proficiencies for that facility.

M. Subject to the limitations of 38 U.S.C. 7422 and unless otherwise provided by VA Handbook 5013, Part II, or successor handbook provision or policy, non-probationary RNs who demonstrate areas of less than satisfactory performance will be given written counseling which includes direction for improvement. Each non-probationary RN will be given an opportunity to improve, normally 60 to 90 days prior to the proficiency due date. Counseling and follow up to improve the less than satisfactory performance will be completed according to the guidance in VA Handbook 5013, Part II.

ARTICLE 25: RECOGNITION AND AWARDS

Section 1: General

A. RNs who make noteworthy contributions in support of organizational goals and objectives should be considered for recognition consistent with local policy and VA Directive and Handbook 5017 or successor.

B. Definitions:

1. Awards refer to the entire range of rewards available to recognize a RN under the VA Employee Recognition and Awards Program, including cash, non-monetary, honorary, and time-off awards.

2. Cash awards are monetary awards. This type of award may include one-time awards like Special Contribution Awards, Suggestion Awards, On-The-Spot Awards, gift certificates and savings bonds. Special Advancement for Achievement or Performance are awards that may result in an increase to base pay.

3. Non-monetary awards refer to non-cash awards such as certificates and plaques.

4. Honorary awards refer to recognition at a special event, or one of the several types of named awards such as the Secretary's Hands and Heart Award. This category may also include recognition plaques for service awards.

5. Time-off awards are blocks of time-off awarded to RNs without charge to leave. The minimum time-off award is four hours. The maximum amount of time-off that may be granted to any RN during a (12) month period is (80) hours, with no more than (40) hours being granted to a RN for a special contribution.

Section 2: Awards Process

A. NNU, the Department, RNs, and other employees all have important roles in identifying RNs who may be deserving of recognition and awards. NNU and RNs may provide recommendations concerning awards and recognition to be considered by the Department.

B. RNs will be encouraged to submit suggestions and to assist in the development and testing of ideas. RNs may request supervisory assistance so that the suggestion is sufficiently described for successful evaluation.

C. NNU and the Department are encouraged to develop awards and recognition programs through local collaborative processes.

D. RNs may be granted a one time cash award at the conclusion of the performance rating cycle each year based on their rating of record. These awards are not subject to review and approval by the Nurse Professional Standards Board (NPSB).

E. NNU may designate a member on the facility awards committee. The committee will review award submissions and make recommendations to the Medical Center Director (MCD). The MCD retains sole authority to decide on awards within his/her jurisdiction.

F. Awards will be processed in a timely and expeditious manner, generally within thirty 30 days, after they have been approved by the appropriate Department official(s).

G. Special Advancements for Achievement, Special Advancements for Performance, and Exemplary Job Performance are part of the awards program for RNs.

ARTICLE 26: SAFETY, HEALTH, AND ENVIRONMENT

<u>Section 1:</u> General Duty Clause

A. A safe and healthy work environment is highly valued by the Department and RNs. All Department officials and RNs must adhere to high standards of safety, health, and the environment. The Department will investigate and abate workplace hazards and/or provide engineering and administrative controls, material substitution, training and personal protective equipment to reduce RN exposures to recognized safe levels.

B. The Department is responsible for conducting routine health and safety inspections at all VA facilities and coordinating with the property owners of leased facilities to perform such inspections.

    1. NNU will be afforded the opportunity to be an active participant in all health and safety inspections.

    2. The Department is responsible for timely investigating and correcting, as needed, all issues found on health and safety inspections at VA facilities.

    3. For leased facilities, the Department will work with the owner of the leased facilities to ensure that unsafe or unhealthy working conditions are addressed and/or corrected in a timely manner.

    4. If the Department cannot timely correct unsafe working conditions, the Department will take steps to ensure RN safety, which may include assigning RNs to alternative work areas.

C. When a RN determines that he/she has an unsafe or hazardous condition in the work environment, he/she will immediately report the danger to the appropriate Department official. When the Department receives a report of a potentially dangerous or unhealthful condition affecting RNs, the Department shall notify NNU of the alleged dangerous or unhealthful condition. The Department will promptly initiate appropriate corrective action when an unsafe or potentially hazardous condition is reported.

D. In the case of imminent danger situations, RNs shall make reports by the most expeditious means available. The term "imminent danger" means any condition(s) or practice(s) in any workplace which are such that a danger exists which would reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures (29 CFR 1960.2(u)). The RN has a right to decline to perform his/her assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to effectively seek redress through normal hazard reporting and abatement procedures. However, in these instances, the RN must report the situation to his/her supervisor or another supervisor who is immediately available.

E. When NNU identifies or receives a complaint by a RN of a potentially unsafe or unhealthful working condition, NNU will report the complaint as soon as possible to the appropriate Department official. Additionally, NNU has the right to review and/or look into a RN complaint of potential and/or actual unsafe or unhealthful working conditions and assist the RN in filing a report or initiating a report on the RN's behalf to the appropriate Department official or authority.

F. While awaiting an inspection and the completion of any repairs resulting from the inspection, the Department may require that the RN perform alternative tasks for which the RN is qualified.

G. A NNU representative will be given the opportunity to be present during the inspection by the safety and/or health personnel representative. The Department shall investigate all instances where the safety or health personnel have failed to notify NNU of inspections or failed to provide an opportunity for NNU to be present during inspections. The Department shall provide the NNU Local with a written explanation stating the reason(s) for such failure and any corrective actions taken.

H. If the Department safety or health personnel representative decides a condition does not pose an imminent danger, the instruction to return to work shall be in writing and contain a statement with an explanation as to why the area is deemed to be safe and free of danger. Refusal to perform an assignment after the safety or health personnel representative has deemed it to be safe may result in disciplinary action.

I. When the Department receives a report that a dangerous, unhealthful or potentially dangerous or unhealthful condition is present at a particular work site, the Department shall notify the facility safety committee and the local NNU-NNOC Safety mailgroup of the alleged dangerous or unhealthful condition. The

parties will cooperate to create the local NNOC-NNU Safety mailgroup within thirty days of the effective date of this Master Contract. In the interim, the Department will notify the facility safety committee, the Local NNOC-NNU Director and the local NNOC-NNU Health and Safety Representative.

J. Each Department facility will maintain conditions of safety, health and sanitation in accordance with all applicable laws, regulations and directives. The Department will provide risk assessments and determine the appropriate engineering and administrative controls and guidelines. Upon request, NNU will be provided with a copy of the risk assessment, including but not limited to action plans or interventions.

K. All health and safety equipment that is determined necessary by the Department for a particular job will be furnished by the Department. RNs may be assigned alternative tasks until the necessary equipment is provided.

L. RNs and NNOC,NNU have the responsibility to promptly bring their health and safety concerns to management. If NNOC, NNU or a RN has concerns with the health and safety equipment provided, the parties will discuss the concerns and endeavor to resolve them. The intent is not to interfere with the day to day operations of the medical center.

M. If a workplace illness or injury necessitates removal of the RN from their normal work environment pending a final decision by Office of Workers' Compensation Programs (OWCP), a reasonable effort will be made to place that RN in another work environment which makes use of the RN's professional knowledge, skills, and abilities. In accordance with the Details, Floats and Temporary Assignments Article, if a RN is detailed or temporarily reassigned for more than seven days, NNU will be notified.

N. Minutes, policies, manuals etc., from Health and Safety committee(s) and sub-committee(s) will be made available to NNU through their member/representative and one alternate. If available electronically, the union member/representative and one alternate will have access to SharePoint, databases and Dashboards related to the committee(s).

<u>Section 2:</u> NNU Involvement

A. NNU, recognizing the importance of safety, health and environment to the well-being and working conditions of RNs, will appoint National Safety Representatives from among its membership. The Department will notify three individuals identified by NNU on national safety issues. The Department will

solicit at least one NNU nomination for appropriate national level safety/health/environment initiatives.

B. A NNU National Safety Representative and one local NNU safety representative from each NNU facility will attend one safety training class per year, either Basic Safety, Intermediate Safety or another VA approved national safety conference at the Department's expense. This includes tuition, travel and per diem, as appropriate. Additionally, NNU may request funding for additional events, which the Department will consider subsidizing based on available travel funds and overall benefit.

C. Consistent with Department policy, each local facility will develop and/or maintain safety policies and procedures to be observed by all RNs. NNU representatives make valuable contributions when participating in the development of safety and health policies and procedures. The Department will solicit NNU participants in/on taskforces and committees related to this field. NNU retains the right to comment on policies and procedures proposed by the Department and to negotiate where a duty to bargain is triggered under the Statute.

D. NNU will be represented on the local safety and Environment of Care standing committee(s) in each Department facility, as permitted by Department policy. NNU will be offered representation on all other safety-related committees affecting bargaining unit RNs, both locally and nationally. The NNU representative will have the right to submit agenda items, request evaluation of hazards and represent a NNU member at the RN's request. The NNU representative on these committees will be permitted use of telephones, conference call and videoconferencing facilities when required in support of committee business.

E. The NNU local safety representative or designee will be afforded the opportunity to participate in health or safety related inspections impacting RNs. NNU reserves the right to jointly submit its own findings or observations for inclusion in the inspection report. Sufficient notice will be provided when management has advance notice or scheduling authority. NNU has the right to submit findings, recommendations and observations to investigators and management, with the understanding that they may or may not be included in the final report or abatement plan if based on unsupported content, as determined by the Department. If an inspection leads to implementation of an abatement plan, NNU will participate in Occupational Safety and Health Administration/Environment of Care committee oversight of such plan.

Section 3: Training

In accordance with Department policy, each facility will provide RNs with safety training annually. All RNs will be provided training and/or retraining, as appropriate, on procedures and equipment, recognized best safety practices and manufacturer recommendations, including training and education as needed, based on new conditions related to infectious diseases. RNs are responsible for reporting operational and equipment status to supervisors and ensuring safe and proper use of equipment.

Section 4: Ergonomics and Safe Patient Handling

A. It is the responsibility of the Department to maintain an effective ergonomics program or similar program in order to help control occupationally related cumulative trauma and/or musculoskeletal disorders consistent with VHA Directive 2010-032.

B. NNU has the right to identify potential ergonomic workplace hazards and request evaluation of a designated workplace and/or workplace equipment.

C. Safe Patient Handling (SPH):

    1. Consistent with VHA Directive 2010-032, it is the responsibility of the Department to maintain a SPH program that protects both RNs and patients.

    2. Any lifting equipment should take into account operational and RN needs, physical environment, hazard assessment and injury analysis. In addition, NNU may provide input into the selection and evaluation of patient transfer equipment.

    3. Each Department workplace will conduct an ergonomic assessment of its patient transfer program to ensure that it has appropriate staffing, equipment and training. Lifting team programs augment the use of assistive lifting devices and may be considered, where appropriate. Single person lifts in patient care areas will be discouraged. Upon request, NNU will be provided a copy of the ergonomic evaluation.

    4. The patient Fall Risk Assessment will be conducted and communicated to affected staff according to established Department policy.

D. New construction and renovation will take into account the need for SPH and moving equipment.

E. Consistent with VHA Directive 2010-032, oversight for the Department's SPH program is the responsibility of each local facility's health and safety committee. This includes:

1. Ensuring utilization by the Department of SPH expertise when developing renovation plans, facility projects, and new construction that involve introduction or installation of patient handling equipment; and,

2. Ensuring that appropriate patient handling (lifting) equipment is installed during new construction and renovation construction projects in unit and clinical areas where patient handling occurs.

F. An effective safety program should include the following from the Department:

1. Completion of a detailed ergonomic evaluation during the design requirements planning process to determine necessary patient lifting equipment and to provide such to NNU upon request;

2. Installation of ceiling-mounted or overhead lift systems, where necessary and feasible; and,

3. Provision of adequate and accessible storage space for portable or floor-based and other patient handling equipment.

G. The Department normally provides members of the local facility's health and safety committee with employee injury and illness summary reports (OSHA 508 report). Upon request, the Department will provide this report to NNU. NNU has the right to look into and review injuries of bargaining unit RNs, provide recommendations, and track these injuries by unit, area, and facility consistent with law or government-wide regulation.

H. NNU and end-user RNs are encouraged to provide recommendations and feedback on equipment for purchase and currently in use for SPH.

Section 5: Latex Allergy

A. Latex sensitivity constitutes a health risk to patients and RNs, therefore lowering the latex exposure risk is beneficial to patients, visitors and RNs. Latex-related health problems may be minimized by reduction of exposure, appropriate work practices, training and education of staff, monitoring symptoms and substituting non-latex products when appropriate and available.

B. Each Department facility will provide non-latex or powder-free low latex content products to the extent their usage is appropriate. The Department will strive to reduce the use of latex products and protect at-risk patients and RNs wherever feasible.

C. If severity of the latex allergy necessitates removal of the RN from his/her normal work environment, the RN will be offered another assignment in accordance with applicable regulations. NNU notification regarding reassignments will be consistent with the Details, Floats and Temporary Assignments Article.

Section 6: Occupational Health Program

A. Occupational Health is governed by VA Handbook 5019 and the subject of 38 USC 7422. Each Department facility will provide Occupational Health services.

1. When feasible, RNs are responsible for notifying their supervisor of their intent to seek medical treatment in the Occupational Health Unit. When this is not feasible, the RN may report directly to the Occupational Health Unit authorized to render emergency care.

    a. The RN may obtain emergency diagnosis and initial treatment for injuries or illness that becomes necessary during working hours and that are within the competency of the professional staff and facilities of the Occupational Health Unit. During non-administrative hours, the RN may report directly to Urgent/Emergent Care Departments, where available.

    b. In cases where the necessary emergency treatment is outside the competency and resources or scope of practice of the health service staff and facilities, conveyance of the RN to his/her physician or suitable community medical facility may be provided at the request of or on behalf of the RN.

    c. The Department needs to ensure that a determination is made as to whether or not the RN is to be billed for the VA health care received. The RN will be notified as soon as feasible after the billing decision is made.

2. All medical examinations, tests and/or immunizations deemed essential and authorized/mandated by VA regulations will be provided.

3. The Occupational Health program is not a substitute for the RN's personal physician. However, if a RN suffers a minor illness or injury, which interferes with their ability to perform their duties, treatment may be provided to relieve their discomfort and enable the RN to remain at work. In an emergency, appropriate care to stabilize and transport the RN will be rendered.

4. Preventative services, including health education programs and specific disease screening examinations, may be offered when appropriate.

B. Documentation of any examinations or screenings will be kept in the RN's Employee Medical File (EMF) and will be considered confidential. In accordance with OSHA regulations, and appropriate statutes, RNs may request in writing, to view and/or receive copies of the contents of their EMF, and may submit a release of information request to provide the EMF to their personal physician. The EMF is a VA system of records with disclosure governed by the Privacy Act. RN medical records maintained by the Department must be separately and distinctly secured from any other medical records. OWCP files will be maintained consistent with Department of Labor regulations.

C. If a RN believes that he/she contracted a contagious, work related illness that may adversely impact patients or other employees, he/she shall notify their supervisor. Additionally, he/she may subsequently report to the Occupational Health Unit and has the right to file a claim for a work related illness. A determination on the RN's claim can only be made by OWCP.

D. When a RN needs medical treatment while at work, the Department's first concern is to act in a prompt and responsible fashion.

E. The Department agrees to maintain Automated External Defibrillators (AED) at each VHA facility and work unit. RNs will also have reasonable access to first aid supplies, either on the work unit or at the Occupational Health Unit.

Section 7: Exposure Prevention and Management

A. The Department will implement programs addressing blood borne pathogens, high risk exposure situations, hazardous material safety data, radiation exposure and tuberculosis (TB) in accordance with OSHA, Nuclear Regulatory Commission regulations and other applicable Federal and VA Directives.

B. Personal Protective Equipment

1. All personal protective equipment that is determined necessary by the Department for a particular job will be furnished by the Department.

C. Needlesticks/Other Exposures

1. Each Department location will establish a system to continuously evaluate the sharps causing injuries in their facilities; sharps which have not yet been replaced with safer devices; new and existing commercially available engineered devices; and a system for introducing, testing and accepting or rejecting those devices.

2. NNU and bargaining unit RNs will provide input in the selection, evaluation and review of current and new needlestick devices.

3. The Department will use safety devices on all sharps and needles for the protection of the RN consistent with law and government-wide regulation.

4. Every RN is required to report promptly to his/her immediate supervisor either verbally or in writing, in accordance with current regulations:

    a. All needlestick/sharps accidents occurring on the job;

    b. All illnesses that may have been contracted as a result of the performance of their duty or exposure to the same.

5. In accordance with Department regulations, each Department facility shall provide appropriate medical supervision and treatment, both preventative and curative, in the event any RN is exposed to any illness or injury in the performance of his/her duty.

6. Universal Precautions must be observed in accordance with Department policy.

7. The VHA facility will provide an exposure management program for occupational exposure to blood-borne pathogens in accordance with law and regulation and current Centers for Disease Control (CDC) Guidelines.

8. Post-exposure evaluation and follow-up will be conducted in accordance with applicable OSHA standards in 29 CFR 1910.1030(f)(3). The Department shall provide relief as soon as possible to ensure timely treatment.

9. Following a report of an exposure incident, the Department will make immediately available to the exposed RN, a confidential medical evaluation and follow-up in accordance with 29 CFR 1910.1030(f)(3).

10. In the event of a needlestick or other possible exposure, the Department will not deny or delay any indicated medical treatment merely because the patient involved in the needlestick or exposure refuses to be tested or the patient has not tested positive.

D. High Risk Exposure Situations

1. The RN exposed to a patient(s) with an undiagnosed communicable disease will be notified by the appropriate Department official, as soon as the

diagnosis is established on a laboratory or clinical basis. A RN who feels he/she has had exposure to a potential transmitter of a communicable disease shall, as soon as possible, notify the supervisor.

2. RNs who are immunosuppressed, have clinical conditions including, but not limited to pregnancy, breastfeeding, and chemotherapy, should discuss their work responsibilities and environment with the appropriate Department official and medical provider. RNs with documented special needs will be addressed on an individual basis, as appropriate.

3. RN assignments may incur a hazard or high risk exposure, including but not limited to, administering chemotherapy, experimental drug therapies or treatments, and exposure to communicable diseases. The Department will take appropriate steps to protect RNs who deliver such medical care.

E. Radiation Exposure

1. RNs working with radiation will be issued and required to wear approved personal protective equipment (PPE) and exposure monitoring devices when the management official responsible for radiation safety determines that such devices and equipment are needed. Results of monitoring badges will be provided to the RN when exposures are out of range or upon the RN's request.

2. RNs who are, or may be, pregnant and are concerned about exposure should immediately report this to their supervisor, who will request that exposure be evaluated by management officials responsible for radiation safety to determine whether the RN should be placed on a limited exposure protocol.

F. Tuberculosis

1. RN training, surveillance, and treatment will occur as stated in VA policy in VA Handbook 5019, Part IV, Section 2 and current CDC guidelines and will be at no cost to the RN.

2. Provisions for reading TB skin tests during non-administrative hours will be made by the Department and communicated to all RNs subject to testing at the time of the annual TB skin test.

3. The appropriate Department official shall take medical and public health steps to ensure adequate disposition of active cases of TB and to protect other VA employees and patients.

4. Testing of RNs for exposure or potential exposure to TB will be done consistent with current CDC guidelines and VA policy.

5. RNs will be fit-tested for respirators for respiratory isolation for TB exposure and treatment.

G. Pandemic Events

1. In the event of a declared pandemic event or serious public health threat, the appropriate Department official shall take action to address the event, which may include immunization of RNs and family members and the use of appropriate PPE. The Department may incorporate guidance from the Government Pandemic Plan website, the Center for Disease Control, or other appropriate sources.

H. Hazard Communication

1. Pursuant to OSHA Hazard Communication Standard (29 CFR 1910.1200), Material Safety Data Sheets (MSDS) for all hazards, including cleaning materials, medications, and therapeutic agents utilized in the work environment, will be readily accessible in each work area, electronically and/or printed form.

2. The Department has the responsibility to ensure that the hazards of all chemicals used in the performance of RN duties are communicated to RNs. This may include hazard communication education programs and training.

3. RNs will be trained annually, as appropriate, on the handling and disposal of each hazardous chemical.

4. If the Department is made aware that a RN may be or has been affected by a hazardous chemical, the Department will immediately notify the RN.

Section 8: Security

A. Work Environment

1. Each Department facility will provide:

   a. Security for all RNs on each tour of duty, in the work environment, in common use areas and in areas for parking and approaches to the workplace on Department- owned property. The Department will address the issue of security when leasing space utilized by RNs;

b. Facilities for those RNs, both male and female, who are required by the Department to change in and out of uniform; and,

c. A safe place to eat on all tours and at all Community Based Outpatient Clinics (CBOCs) and facilities.

2. The Department will make reasonable efforts to provide secure space for placement of purses and wallets in a designated area.

B. Parking

1. All Department grounds and parking areas including CBOCs and any building where RNs ingress and egress to their worksite will be well-lighted, whenever possible.

2. Upon request, the Department will provide escorts, when available, for RNs to cars on site and to any offsite parking locations.

3. The Department will ensure that pedestrian crosswalks from parking areas on VA property are clearly marked.

4. Provisions for parking for RNs is an area for local negotiations.

Section 9: Patient Safety Incident Reports

RNs may voluntarily submit patient safety incident reports and may do so confidentially and without retaliation. The intent of these reports is to encourage anyone who witnesses or experiences an error or close call involving a patient to report it, so that systems improvements can be identified and VHA becomes the safest system for health care.

Section 10: Mold

A. It is the responsibility of the Department to make the workplace free of mold, to inspect and monitor as necessary, and to take appropriate action to contain and remove mold from any RN work environment.

B. The Department will notify NNU and affected RNs of any mold found in any RN work environments.

C. Upon request, NNU Health and Safety Representatives will be given a copy of all tests monitoring mold levels.

D. Mold abatement plans may include the discontinuance of work or the shifting of the RNs work location. Notice of such abatement action will be provided to NNU in a timely manner.

Section 11: Asbestos

A. It is the responsibility of the Department to address the discovery of airborne asbestos in the workplace, to inspect, monitor as necessary and take appropriate action.

B. The Department will notify NNU and affected RNs of any asbestos found in any RN work environments.

C. The Department will notify NNU prior to initiating asbestos removal or containment projects.

D. Upon request, NNU will be given a copy of all tests monitoring asbestos levels and any abatement plans.

Section 12: Ergonomic Work Station Design & Work Units

A. The Department acknowledges that there are certain ergonomic and environmental factors that can contribute to the health and comfort of RNs. These factors involve the proper design of work stations and the education of managers, supervisors, and RNs about the ergonomic job design and organizational solutions to design.

B. The Department agrees that RNs should be provided information about ergonomic hazards and how to prevent ergonomically-related injuries. This information could be provided by OSHA Safety and Health Guidelines and other available literature. The Department agrees to provide, to the maximum extent possible, workstations and equipment (including but not limited to chairs, tables, workstations, portable workstations, Bar Code Medication Administration carts, lighting, keyboards, screens, scanners, accessory equipment, and printers) that meet ergonomic design criteria. RNs will be given training on the use of equipment provided, as appropriate.

C. The Department will strive to meet the ergonomic needs of RNs on the work unit. A RN may request an ergonomic assessment which will identify the RN's needs and the available modifications. Upon request, the Department will meet with the RN and his/her NNU representative to discuss the assessment and how to proceed.

D. Lighting

1. The Department will endeavor to place computer monitors in work locations to avoid unnecessary glare and allow the use of anti-glare screens, as needed.

2. The Department will provide lighting that is adequate/appropriate for the work setting.

E. Keyboard and Screen

1. Keyboards should be placed on a level and stable surface for normal keying function and be adjustable vertically and horizontally to fit the RN's height. The keyboard and screens will be able to move out of the way for patient care duties and allow line of sight to the patient while charting.

2. Keyboards, in combination with their supporting surface, chairs, carts and other furniture shall permit RNs to adopt and maintain neutral wrist positions.

3. Screens should be easily adjustable for brightness and field of vision of the RN.

4. RNs engaged in continuous computer and/or keyboard use are encouraged to engage in other work duties on a periodic basis (e.g. hourly) to avoid unnecessary eye or wrist strain.

F. Printers

The Department will endeavor to place printers in a manner so that RNs do not have to excessively bend, stoop, or reach to remove printed materials.

Section 13: Emergency Preparedness

A. The Department shall have an emergency preparedness plan. This plan will publish the chain of command, which will identify a member of the Department who will be physically present for RN direction during all scheduled work hours in each installation. The plan will also cover RN procedures in the event of snow and/or blizzard, fire, earthquake, bomb threat, tornado, flood, hurricane, weapons of mass destruction, or similar locally or nationally declared emergencies. The Department will conduct evacuation drills, normally conducted on a quarterly basis.

B. The Department will provide NNOC, NNU with copies of such plans within thirty days of execution of this contract and as changes occur.

Section 14: Smoking Cessation Program

A. The Department and NNU are committed to making smoking cessation programs available to each and every RN who wishes to participate in them.

B. The Department will provide nicotine patches or other appropriate medications, in addition to counseling, at no cost to the RN pursuant to VHA Directive 2010-041, Smoking Cessation Benefit for VHA Employees: No-Cost Provision of Nicotine Replacement Therapy.

C. RNs who wish to stop smoking, but who are unable to successfully complete a smoking cessation program, or who have quit smoking but are experiencing related difficulties, may seek additional assistance through Employee Assistance Program (EAP). RN participation in assistance or cessation programs is strictly voluntary.

Section 15: Wellness Program

A. NNU and the Department agree that recognizing, minimizing, and coping with stress are essential parts of RNs' wellness. Local facilities should consider making stress reduction a part of their wellness program, which can include training and education on stress reduction.

B. RNs who feel they are experiencing harmful levels of job-related stress may contact EAP.

C. At any local facility where a wellness committee or subcommittee exists or is subsequently established, NNU may serve as a member on such committee.

D. The Department and NNU support wellness and initiatives that focus on various activities, which may include: physical activity, weight management, smoking cessation, stress management, healthy lifestyle classes, and nutrition.

E. VHA facilities have the option to allow RNs access to exercise facilities when it does not conflict with patient use.

Section 16: Use of Insecticides/Chemicals

A. The Department is responsible for the safe use of insecticides and chemicals in and around RN work areas. This may include the use of paint, carpet glue, HVAC cleaning agents, and similar construction or maintenance chemicals.

B. Whenever such chemicals are used in the work environment, NNU and RNs will receive advance notice.

C. If a RN has special health care needs which may be affected by the use of certain insecticides and/or chemicals, the RN should immediately notify their supervisor and the Department will work with the RN to address their health needs.

ARTICLE 27: WORKPLACE VIOLENCE PREVENTION

Section 1: General

A. The Department is responsible for maintaining an Occupational Safety and Health (OSH) program. This includes:

   1. Providing safe and healthful work environments for all RNs;

   2. Complying with OSH requirements contained in Federal laws, regulations, executive orders, and VA policies;

   3. Prohibiting reprisals against RNs who exercise their rights under the VA OSH program.

B. VA Directive 7700, VHA Directive 7701, and VHA Handbook 7701.01 or successor document, establishes the Department's workplace violence prevention policy.

C. For informational purposes only, workplace violence such as threats of violence, assault, physical or emotional injury, lateral violence, and non-physical violence such as workplace bullying may include any incidents in which an individual is threatened, verbally or physically assaulted, harassed, injured, or killed.

Section 2: Workplace Violence Prevention

A. Workplace violence is an occupational and security issue as well as a potential criminal issue and is not tolerable in the Department.

B. When a RN has been physically assaulted in the workplace and has reported the assault, the Department will take appropriate action to prevent future physical assaults by the perpetrator.

C. The Department will develop, implement and maintain workplace violence and abuse policies. Where not currently in existence, the Department will:

   1. Develop and implement policies and procedures for the awareness and prevention of violence or potential violence and reporting of same including but not limited to; training, environmental design, and emergency response based on the local hazard analysis and the Occupational Safety and Health Administration (OSHA) Guidelines.

2. Develop training for RNs on the appropriate process for reporting and documenting workplace violence. This process will minimally include notification of the immediate supervisor, Risk Management, VA Police and NNU. The Department will take action to stop all workplace violence immediately.

3. Provide risk assessments and recommend the appropriate engineering and administrative controls and guidelines to local management. NNU may request to be included in a facility's risk assessment team. This request will be approved unless NNU is a subject of the complaint. Upon completion of the assessment, NNU can request a copy of the team report.

4. Provide periodic training programs on violence assessment, prevention and verbal de-escalation, and reaction to violence for all RNs.

5. Take immediate action to investigate when a RN reports bullying, harassing, and any other negative behavior that violates a RN's right to a safe work environment to the Department.

6. Report any injury or illness to the appropriate agencies and provide the affected RN(s) with medical and psychological services, consistent with Federal law, rule, and government-wide regulation.

7. Assure that all RNs have the right to police protection and enforcement of federal court orders. In cases where there is a non-federal court order of protection, the RN will bring such court order to the VA police to support the RN in this endeavor and throughout the police/court process.

8. Assure that all incidents of workplace violence will be reported to the appropriate facility committee for review and appropriate intervention.

D. NNU will have a designated member on committees or programs associated with workplace violence prevention. Participation in such committees or programs will be on official time.

E. RNs are required to notify VA Police and Security of any suspicion of weapons on Department property.

F. All Department grounds and parking areas including CBOC and any building where RNs work will be well-lighted whenever possible. Upon request, the Department will provide escorts, when available, for RNs to cars on site and to any offsite parking locations.

G. Subject to law, rule, and regulation, the Department will provide communication devices to RNs whose job duties require work outside of the facility.

H. Upon request, affected RNs will be provided with copies of any documents relating to any incident of workplace violence whether the RN is the victim or a witness of the incident, subject to law, rule, and regulation.

Section 3: RNs Who Have Experienced Workplace Violence

A. Consistent with Article 27, Safety, Health and Environment, Section 1(D), a RN has a right to decline to perform his/her assigned tasks due to a reasonable belief of imminent danger that could result in death or serious physical harm.

ARTICLE 28: INVESTIGATIONS

Section 1: General

A. The term investigation in this section covers routine fact findings and preliminary inquiries by supervisors and other Department officials. The Department has the authority to conduct a formal investigation consistent with VA Directive 0700 and VA Handbook 0700 and Section 2 of this Article.

B. Consistent with the RN Rights Article, Section 4 and pursuant to 5 USC 7114(a)(2)(b) (Weingarten), in any examination of a RN by the Department (or any agency acting as an agent of the Department) in connection with an investigation, the RN has a right to NNU representation if he/she reasonably believes that the examination may result in disciplinary action and NNU representation is requested by the RN.

C. Consistent with the RN Rights Article, Section 4, at the beginning of any actual examination of a RN in connection with any investigation, the Department agrees to provide notice to the RN of his/her right to have an NNU representative present during the examination, if the RN so requests.

D. If the RN requests NNU representation, the Department may delay or reschedule the meeting, if necessary, in order to give NNU an opportunity to be present.

Section 2: Formal Investigations

A. The process and procedure for conducting a formal investigation, known as Administrative Investigation Boards (AIB) (also known as Administrative Board of Investigation (ABI) and Administrative Investigations (AI)), is established under VA Directive 0700 and VA Handbook 0700.

B. Formal investigations do not include quality assurance documents or information protected by 38 USC 5705, such as those listed in VHA Directive 2008-077; investigations into complaints of discrimination conducted by the Office of Resolution Management pursuant to the regulations of the EEOC; investigations conducted by personnel of the Office of the Inspector General or the Office of the Medical Inspector; investigations by VA police officers conducted pursuant to VA Directive 0730 and VA Handbook 0730; or tort claims investigations conducted by, or under guidance from, the Office of the General Counsel.

C. The Department will give consideration to scheduling a RN's AIB testimony during the RN's tour of duty or temporarily changing the RN's tour of duty. If this is not possible, the RN will be properly compensated for his/her time on duty while participating in an AIB.

D. It is the responsibility of the Department to ensure that employees performing an AIB are sufficiently trained.

E. The Department will inform NNU, in advance, if a RN is the subject of an AIB.

F. Upon request, a RN has the right to NNU representation during his/her AIB testimony. If a RN is the subject of an AIB, he/she will be informed of the right to local NNU representation prior to the questioning of the RN.

G. If the RN is the subject of the investigation, they may request and receive a written copy of the Charge Letter of the AIB.

H. Upon request, a copy of the RN's testimony will be provided to the RN and/or the RN's representative.

I. Once the AIB is certified as complete, the Department will provide written notice to the subject of the AIB or any RN who provided testimony that the investigation is complete. If NNU represents the subject of the investigation or any RN witnesses, it will also be provided with written notification that the AIB is complete. Upon request, if the union represents the subject of the investigation, it will be furnished with a complete copy of the AIB report, including exhibits and attachments referenced therein. If the RN who is a subject of the investigation is not represented by the union, upon request, the RN will be furnished with a complete copy of the AIB report, including exhibits and attachments referenced therein. Release of the Report is subject to Freedom of Information Act (FOIA), the Privacy Act and laws and regulations pertaining to confidentiality of medical records. For specific information regarding limitations on provision of records, see VA Handbook 0700, Chapter 4, Section B(5).

J. Consistent with VA Handbook 0700, a RN will be given a written notice of witness obligations, protections and Privacy Act matters prior to the start of the investigation.

K. The NNU representative in attendance at an AIB is entitled to take an "active role," which generally includes clarifying questions asked of the RN, assisting the RN in producing relevant information, and consulting with the RN. However, the NNU representative may not disrupt or delay the AIB, and may not answer for the RN.

ARTICLE 29: SURVEILLANCE AND MONITORING

Section 1: General Provisions

A. This Article applies to computer monitoring (including but not limited to keystroke monitoring, email access monitoring, and browser history retrieval), and individual or workplace monitoring (including but not limited to video or audio monitoring, covert surveillance, proximity cards, or other devices or technology attached to or directed at the person, including the ID badge, clothing, or uniform of a RN, or at particular areas where RNs work).

B. The Department's right to determine its internal security practices under 5 USC 7106(a)(1) includes the right to determine the policies and practices that are part of its plan to secure or safeguard it's personnel, physical property, and operations against internal and external risks. Surveillance of work areas is conducted for safety and security reasons.

C. The use of covert cameras to achieve internal security objectives is a right reserved to the Department. If the Department uses covert or hidden surveillance during an investigation, and a proposed disciplinary/adverse action results, the RN will be given upon request and at no cost, two copies of the evidence file including any surveillance media utilized to support the charge(s).

D. There will be no monitoring of RNs in rest rooms, locker rooms, staff lounges, or other areas where a RN would have a reasonable expectation of privacy unless the Department has a reasonable suspicion of work-related misconduct. In such cases, monitoring will be narrowly tailored to the extent feasible to capture the suspected misconduct.

E. Department authorized employees involved in monitoring and surveillance will ensure the proper handling and release of protected information gathered in any monitoring or surveillance activities. Additionally, the Department will use such information only for legitimate Department purposes.

F. No provision of this Article precludes the routine security monitoring by the Police Department of hallways, corridors, and entrances in and to the Medical Center.

Section 2: Computer/Individual/Workplace Monitoring and Surveillance

A. When the Department monitors government information resources, it will do so consistent with VA policy, including but not limited to VA Handbook and Directive

6500 or successor document. Department officials with a need to know may access electronic communications.

B. This Article shall not preclude the introduction of valid information, incidentally obtained through computer, individual and workplace monitoring to support appropriate disciplinary action.

C. NNU representatives will be authorized access to and provided any data obtained through computer or workplace monitoring that is reasonably available and necessary to represent bargaining unit RNs pursuant to 5 USC 7114(b)(4).

D. Where a duty to bargain is triggered under the Statute, NNU will be notified in advance of any new or changed monitoring or surveillance programs and be given the opportunity to bargain as appropriate.

E. Data collected from current or future systems including, but not limited to: call centers, patient call systems, patient bed monitoring systems, hand wash monitors, nurse location monitors, nurse communication system, or Bar Code Medication Administration (BCMA) systems has a main purpose of improving patient care and identifying systems issues. This data may be used to support appropriate disciplinary action consistent with the Discipline Article.

F. A search of a RN's person and personal items owned by the RN, such as handbags, briefcases, backpacks, or other like material, may be permitted only on the basis of reasonable suspicion based on specific, objective evidence and/or reasonable inferences drawn from the evidence of work-related misconduct or criminal activity.

G. RNs who are the subject of a search for misconduct-related reasons will be afforded their Weingarten rights, specifically the right to Union representation. The Department will take steps to protect the RN's privacy and avoid any undue embarrassment during the search.

H. If the RN requests Union representation, the search will be postponed until a Union representative can be present. However, when VA Police and Security need to perform an immediate search in order to secure or prevent tampering with evidence, the right to representation will not prevent the Department from proceeding.

I. 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.

J. Monitoring, surveillance, and/or searches of NNU's office, workplace, lockers, etc., may be permitted only based on specific, objective evidence of workplace misconduct and/or reasonable inferences of evidence of criminal activity. If NNU's office, workplace, lockers, etc., is subject to a criminal search, a Union

official will be present. However, when VA Police and Security need to perform an immediate search in order to secure evidence or prevent tampering with evidence, the Department may proceed if a Union official is not immediately available.

K. In an effort to protect the right of the RN to meet with their NNU representative in private, the entrances or exits to the NNU office(s) will not be monitored, except for reasonable suspicion of criminal activity.

Section 3: Call Centers

A. The primary purpose of monitoring call center conversations is to ensure complete and accurate information is courteously provided to the customer, to retrieve performance data, and to determine training requirements.

B. The Department is not currently using call center monitoring for timekeeping purposes. The Department will notify NNU and meet all statutory bargaining obligations prior to changing this practice.

C. The Department will notify the RN when monitoring data has been collected for the purpose of evaluating performance. If the monitoring data is actually used for evaluating performance, the RN and NNU, upon written request, will receive a copy of the data.

ARTICLE 30: NON-DISCIPLINARY, DISCIPLINARY AND MAJOR ADVERSE ACTIONS

NNU and the Department recognize that under 38 USC 7422, collective bargaining concerning employees appointed under Title 38, including RNs, may not "cover, or have any applicability to, any matter or question concerning or arising out of (1) professional conduct or competence, (2) peer review, or (3) the establishment, determination, or adjustment of RN compensation under this title." “Professional conduct or competence” means “direct patient care and/or clinical competence.” NNU and the Department also recognize that disciplinary and major adverse actions taken against RNs relating to professional conduct or competence are excluded from bargaining, including any grievance procedure under this contract, pursuant to 38 USC 7422. Nothing set forth in this Article will limit or infringe upon any such 38 USC 7422 exclusion, nor shall any RN be prevented from exercising any rights to appeal disciplinary or adverse actions to appropriate bodies, including but not limited to the Disciplinary Appeals Board and the VA Administrative Grievance Process.

Section 1: General

A. NNU and the Department recognize that the public interest requires the maintenance of high standards of conduct which will promote quality patient care. NNU and the Department agree that no bargaining unit RNs will be subject to disciplinary or major adverse action except for just cause. The parties further agree to the principle of progressive discipline, which is designed to correct and improve RN conduct rather than impose punishment. Disciplinary or major adverse actions will be taken when other supervisory techniques, including but not limited to, coaching, mentoring and education, have failed to correct a given problem, or would be inappropriate. This is not intended to infringe upon management’s right to discipline as appropriate.

B. Disciplinary and major adverse actions will be taken for such cause as will promote the efficiency of the service. The Department bears the burden of proving by a preponderance of evidence the charges that form the basis for the action.

C. The provisions of this Article are intended to be consistent with applicable laws, regulations and policy.

D. Disciplinary and major adverse actions will be impartial, taken with due process, and timely based on the circumstances and complexity of each case. Actions will not be based on gossip or unsubstantiated rumors. When an incident occurs which may result in a potential disciplinary or major adverse action, inquiry will be made into the incident as soon as practicable to obtain the facts and determine what action, if any, to initiate. If action is initiated, it will be taken as soon as practicable.

E. After determining the facts of the case, the deciding official should consider any extenuating or mitigating circumstances and/or contributing factors surrounding the offense, including but not limited to, the RN's past work record, awards and recognitions, whether the offense was intentional, technical, or inadvertent and potential for the RN's performance improvement. Actions taken should be consistent with penalties for like offenses, with due consideration of any extenuating circumstances.

F. Officials involved in taking a disciplinary or major adverse action against a RN must observe the prohibitions against improper "ex parte" communications. Department officials may communicate with each other during the decision-making process; however, it is improper for an interested party (e.g., supervisor, proposing official), to pressure the deciding official into making a particular decision. Such communications may support reversal of the action upon appeal.

Section 2: Definitions

For informational purposes only, the following definitions in VA Handbook 5021 are provided:

A. A disciplinary action is defined as an adverse action, other than a major adverse action, which includes admonishment and/or reprimand based on conduct or performance.

B. A major adverse action is a suspension (including indefinite suspension), transfer, reduction in grade, reduction in basic pay, or discharge taken against a RN for misconduct or performance.

C. "Professional conduct or competence" is a question that involves direct patient care and/or clinical competence. Clinical competence includes issues of professional judgment.

Section 3: Removal of Disciplinary Actions

A. Admonishments and reprimands may be removed from a RN's Merged Record Personnel Folder and/or electronic Official Personnel Folder (eOPF) after a six-month period if the purpose of the discipline has been served. If a RN requests removal of such actions within the above time frames, the Department may comply with such request. A grievance may not be filed based on a supervisor's decision not to remove the action earlier than the time frames set forth above.

B. An admonishment will be removed from a RN's eOPF after two years and a reprimand will be removed after three years. However, in cases of patient abuse, an admonishment or reprimand may be retained in the RN's eOPF indefinitely.

C. Management should consider the recency of any past disciplinary actions that form part of the basis for the proposed action. Consideration should be given to the use of any actions which are more than three years old, even if they have remained in the personnel folder. They should be examined closely to ensure their relevance to the proposed action before they are used to support such action.

Section 4: Non-Disciplinary Actions

Performance Improvement Plans (PIPs), remedial training, and administrative reassignments are not considered to be disciplinary actions but may be used to support disciplinary or major adverse actions. A written counseling for conduct or performance may only be kept or used to support other personnel actions for up to six months. If used to support disciplinary action, written counselings will be retained in the evidence file as consistent with General Records Schedules.

Section 5: Processing Proposed Disciplinary Actions and Major Adverse Actions

A. Disciplinary Actions

1. In general, meetings to merely deliver a letter of proposed action or final decision for discipline do not require the RN to have NNU representation. However if the supervisor requires additional Department representatives to deliver the notice or letter the RN will be entitled to NNU representation. In addition, if there is to be any discussion or if any discussion begins management will immediately stop the meeting and notify the RN of their right to NNU representation.

2. Timeframes

   a. The Department shall propose in writing to a full-time RN any disciplinary action prior to issuance. The aggregate period for written notice, employee reply and final decision shall not exceed 15 business days for a full time RN. The notice will state specific reasons for the proposed action. The full-time RN shall be given the opportunity to use up to eight hours of duty time to review the evidence used to support the proposed action and prepare the reply. Additional time may be granted on a case-by-case basis. If the full-time RN requests additional official time beyond what was originally approved, the request may be honored if it is reasonable. The full-time RN will be given two copies of the proposed action and the full-time RN may furnish one copy to NNU.

   b. The Department shall propose in writing to a part-time RN any disciplinary action prior to issuance. A part-time RN against whom an admonishment or reprimand is proposed is entitled to 14 days advance written notice, except when the crime provision has been invoked. The notice will state

specific reasons for the proposed action. The part-time RN shall be given the opportunity to use up to eight hours of duty time to review the evidence used to support the proposed action and prepare the reply. Additional time may be granted on a case-by-case basis. If the part-time RN requests additional official time beyond what was originally approved, the request may be honored if it is reasonable. The part-time RN will be given two copies of the proposed action and the part-time RN may furnish one copy to NNU.

3. When a RN requests to use allotted duty time for review of evidence and preparation of defense for a proposed disciplinary action, the Department will make every effort to promptly release the RN early in the timeline process. The RN will not generally be denied release, in order to comply with the limited timelines for the employee's response and completion of the process. Data/Information requests to support the response to the charges will be processed as expeditiously as possible so as to not impede the RNs response.

4. If a proposed disciplinary action is contemplated, the evidence file must be assembled and two hard copies and an electronic copy will be provided to the RN at the time the proposed notice is issued. The file must contain the evidence upon which the notice of proposed action is based, and which supports the charges in that notice. Evidence will be developed impartially and an effort will be made to resolve any conflicting statements. Material which cannot be disclosed to the RN or to NNU may not be used to support a disciplinary action. If a proposed disciplinary action is based on evidence obtained by an Administrative Investigation Board (AIB), the evidence file will include all AIB evidence related to the proposed charge(s), both aggravating and mitigating, the AIB report, and the transcripts of related witness statements. If the materials to be provided include information protected by HIPAA or the Privacy Act, such information shall be redacted only to the extent required by law. The parties acknowledge that disciplinary actions involving questions of professional conduct or competence are excluded from bargaining pursuant to 38 USC 7422 and nothing contained herein limits that exclusion.

5. Additional evidence acquired after the issuance of a notice of proposed action may be added without necessitating reissuance of the notice except when the additional evidence forms the basis for initiating new reasons for proposing the action, or it is determined that a different action should be proposed. Two copies of any material added to the evidence file must also be provided.

6. RN Response Period

    a. The full-time RN and/or NNU may respond orally and/or in writing as soon as practical but no later than 7 business days from issuance of the

proposed action notice. The response may include written statements of the persons having relevant information and/or other appropriate evidence. To the extent practicable, the employee's response will be mutually scheduled with the full-time RN and/or NNOC NNU.

b. The part-time RN and/or NNU may respond orally and/or in writing as soon as practical but no later than 10 calendar days from receipt of the proposed action notice. The response may include written statements of the persons having relevant information and/or other appropriate evidence. If the Department official is not able to hear the oral reply within the 10 calendar day period, this period will automatically be extended until the Department official is available to meet. To the extent practicable, the employee's response will be mutually scheduled with the part-time RN and/or NNOC NNU.

7. For Part-time RNs, extensions for replying to proposed admonishments and reprimands may be granted based on individual circumstances. This time frame may be extended by mutual agreement in writing prior to the expiration of the time frame.

8. In responding to a proposed admonishment or reprimand, the RN may request NNU representation.

B. Major Adverse Actions

1. In general, meetings to merely deliver a letter of proposed action or final decision for major adverse action do not require the RN to have NNU representation. However if the supervisor requires additional Department representatives to deliver the notice or letter the RN will be entitled to NNU representation. In addition, if there is to be any discussion or if any discussion begins management will immediately stop the meeting and notify the RN of their right to NNU representation.

2. Time Frames

a. The Department shall propose in writing to a full-time RN any major adverse action prior to issuance. The aggregate period for written notice, employee reply and final decision shall not exceed 15 business days for a full time RN. The notice will state specific reasons for the proposed action. The full-time RN shall be given the opportunity to use up to eight hours of duty time to review the evidence used to support the proposed action and prepare the reply. Additional time may be granted on a case-by-case basis. If the full-time RN requests additional official time beyond what was originally approved, the request may be honored if it is reasonable. The full-time RN will be given two copies of the proposed action and the full-time RN may furnish one copy to NNU.

b. The Department shall propose in writing to a part-time RN any major adverse action prior to issuance. A part-time RN against whom an any major adverse action is proposed is entitled to 14 days advance written notice, except when the crime provision has been invoked. The notice will state specific reasons for the proposed action. The part-time RN shall be given the opportunity to use up to eight hours of duty time to review the evidence used to support the proposed action and prepare the reply. Additional time may be granted on a case-by-case basis. If the part-time RN requests additional official time beyond what was originally approved, the request may be honored if it is reasonable. The part-time RN will be given two copies of the proposed action and the part-time RN may furnish one copy to NNU.

3. When a RN requests to use allotted duty time for review of evidence and preparation of defense for a proposed disciplinary action, the Department will make every effort to promptly release the RN early in the timeline process. The RN will not generally be denied release, in order to comply with the limited timelines for the employee's response and completion of the process. Data/Information requests to support the response to the charges will be processed as expeditiously as possible so as to not impede the RNs response.

4. If a proposed major adverse action is contemplated, the evidence file must be assembled and two hard copies and an electronic copy will be provided to the RN at the time the proposed notice is issued. The file must contain the evidence upon which the notice of proposed action is based, and which supports the charges in that notice. Evidence will be developed impartially and an effort will be made to resolve any conflicting statements. Material which cannot be disclosed to the RN or to NNU may not be used to support a disciplinary action. If a proposed disciplinary action is based on evidence obtained by an Administrative Investigation Board (AIB), the evidence file will include all AIB evidence related to the proposed charge(s), both aggravating and mitigating, the AIB report, and the transcripts of related witness statements. If the materials to be provided include information protected by HIPAA or the Privacy Act, such information shall be redacted only to the extent required by law. The parties acknowledge that disciplinary actions involving questions of professional conduct or competence are excluded from bargaining pursuant to 38 USC 7422 and nothing contained herein limits that exclusion.

5. Additional evidence acquired after the issuance of a notice of proposed action may be added without necessitating reissuance of the notice except when the additional evidence forms the basis for initiating new reasons for proposing the action, or it is determined that a different action should be proposed. Two copies of any material added to the evidence file must also be provided.

6. RN Response Period

    a. The full-time RN and/or NNU may respond orally and/or in writing as soon as practical but no later than 7 business days from issuance of the proposed action notice. The response may include written statements of the persons having relevant information and/or other appropriate evidence. To the extent practicable, the employee's response will be mutually scheduled with the full-time RN and/or NNOC NNU.

    b. The part-time RN and/or NNU may respond orally and/or in writing as soon as practical but no later than 10 calendar days from receipt of the proposed action notice. The response may include written statements of the persons having relevant information and/or other appropriate evidence. If the Department official is not able to hear the oral reply within the 10 calendar day period, this period will automatically be extended until the Department official is available to meet. To the extent practicable, the employee's response will be mutually scheduled with the part-time RN and/or NNOC NNU.

7. Part-time RNs, extensions for replying to proposed major adverse actions may be granted based on individual circumstances. This time frame may be extended by mutual agreement in writing prior to the expiration of the time frame.

8. In responding to a proposed major adverse action, the RN may request NNU representation.

<u>Section 6:</u> Final Written Decision of Disciplinary and Major Adverse Actions

A. Decision Dates

    1. For full time RNs, the Department official will issue a written decision as early as practicable, but no later than 15 business days after issuance of the proposed action.

    2. For part-time RNs, The Department official will issue a written decision as early as practicable, but no later than 21 days after receipt of any part-time RN response, or 21 days from when the response was due if no response was made.

B. The written decision will contain the following information:

    1. A statement of whether any of the charges sustained arose out of a question of professional conduct or competence;

2. A statement that consideration has been given to all evidence developed, including the RN's reply or replies. If the RN replies both orally and in writing, both must be mentioned;

3. A statement of the deciding official's determination regarding which charges, if any, in the advance notice were sustained, and which charges, if any were not sustained;

4. If a record of prior disciplinary actions was cited in the advance notice, the decision will indicate how the past record, as cited in the advance notice, was taken into consideration in determining the proper action; and,

5. A statement concerning the RN's rights to file a grievance or appeal, and the time limit within which it must be filed. In addition, a statement advising the RN that a further explanation of the RN's appeal rights may be obtained by consulting the local HR office or NNU. A copy of the Disciplinary Appeals Board (DAB) policy and appeal process will be given to the RN if a DAB is applicable.

C. For Part-time RNs, if the action imposed is a major adverse action, the effective date will be at least 30 days after the date of the proposed action.

D. Effective Dates

   a. For full–time RNs, if the action is a suspension, the inclusive dates of the suspension will be stated.

   b. For part–time RNs, the appropriate Department official will issue the written decision on a major adverse action at least five days prior to the effective date of the action. If the action is a suspension, the inclusive dates of the suspension will be stated.

E. The RN will be given two copies of the final written decision and the RN may furnish one copy to NNU.

F. The final written decision will advise the RN how long the disciplinary action will be maintained in their eOPF. Upon the RN's request, the Department will schedule a meeting with the RN to discuss the decision. If the RN elects to have a NNU representative present, the RN will be given a reasonable amount of time to secure a representative.

<u>Section 7:</u> Investigations

A. The Department will investigate an incident or situation as soon as practicable to determine whether or not discipline is warranted.

B. In an investigation, reasonable efforts will be made to reconcile conflicting statements. In all cases, the information obtained will be documented.

C. During the advance notice period of a proposed action, it may be necessary to remove the RN from the worksite. In those instances where it is determined that the RN's continued presence at work during the advance notice period might pose a threat to the RN or others, result in loss of or damage to Government property, or otherwise jeopardize legitimate Government interests, the following alternatives can be considered.

D. Such alternatives include, but are not limited to, reassignment or detailing the RN to other duties to eliminate concerns arising out of the proposed action. In such instances, 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.

E. A preliminary inquiry is used to cover informal day to day inquiry by the supervisor. Ordinarily, a preliminary inquiry will be made by the appropriate line supervisor. A further formal investigation under VA Handbook 0700 may be warranted depending on the nature and seriousness of the incident. In either instance, the RN is entitled to union representation.

ARTICLE 31: ALTERNATIVE DISPUTE RESOLUTION (ADR)

A. The Department and NNU acknowledge that the use of ADR problem solving methods, which seek early informal resolution of disputes, helps to foster a good labor/management relationship. ADR will only be used by mutual agreement.

B. The use, nature and implementation of the ADR program is encouraged by NNU and the Department where appropriate and will be determined at the appropriate level.

C. ADR resolutions shall not set precedent unless mutually agreed to by NNU and the Department. Resolutions under ADR cannot conflict with or supersede collective bargaining agreements.

D. The Department recognizes that NNU is a vital component to development, implementation and assessment of an overall effective VA ADR Program and is encouraged to participate in this endeavor. All local ADR programs shall be jointly designed and implemented in good faith with NNU and include the use of mutually agreed upon neutral third parties. Any ADR program will be designed to resolve conflicts and disputes in a more timely, less costly and less adversarial manner than litigation or administrative adjudication. RN participation in the ADR process must be voluntary.

E. Mediators and facilitators shall be adequately trained. Training for bargaining unit facilitators for the Department's ADR program will be coordinated and/or provided at the local level and such training costs will be paid by the Department. NNU will be involved in the selection of bargaining unit RNs to be trained as mediators and facilitators.

F. NNU and the Department will have the right to participate in all stages of the ADR process. Disputes settled by ADR are final when a settlement is written, signed and reviewed by NNU to ensure that the settlement is not in conflict with the contract. Once a bargaining unit RN elects to use the ADR process, NNU has a right to participate. This right is in addition to the RN's right to Union representation.

G. It is agreed by all parties that the ADR process is confidential and should not be shared with anyone without a need to know. All settlement agreements are binding on NNU and the Department.

H. ADR methods may be used prior to or during a grievance/arbitration or statutory appeal. In the use of ADR processes, contractual time frames will be stayed by mutual agreement.

ARTICLE 32: EQUAL EMPLOYMENT OPPORTUNITY

Section 1: General

A. The Department and NNU affirm their commitment to the policy of providing equal employment opportunities to all RNs and to prohibit discrimination because of race, color, religion, sex (including sexual harassment, gender identity, transgender status, sexual orientation, and pregnancy), national origin, age (40 or older), genetic information, marital status, parental status, political affiliation, or disability. Retaliation based on prior Equal Employment Opportunity (EEO) activity is prohibited. RNs' EEO rights are not set or altered by any provision of this Article.

B. The Department's EEO Program promotes equal employment opportunity and diversity in every aspect of the Department's personnel policy and practice in accordance with applicable law and government-wide rules and regulations.

C. The Department agrees to provide RNs with electronic access to information describing the discrimination complaints procedures.

D. The Department agrees to post the telephone number of the Office of Resolution Management (ORM), local EEO representative and VISN EEO representative, if any, on appropriate bulletin boards, electronically and online.

E. NNU may designate a representative for membership on any local EEO Advisory Council/Committee.

F. For information regarding the reasonable accommodation process, see Article 34, Reasonable Accommodations for RNs with Disabilities.

Section 2: Equal Employment Opportunity Program

The Department's EEO Program shall be administered to promote equal employment opportunity in every aspect of the Department's personnel policy and practice. The program shall be administered in accordance with applicable law and government-wide rules and regulations, including but not limited to Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended, the Rehabilitation Act of 1973, as amended; the Equal Pay Act of 1963, the Lilly Ledbetter Fair Pay Act of 2009, and the Genetic Information Nondiscrimination Act of 2008.

Section 3: Complaints

A. Any RN who wishes to file or has filed an EEO complaint will not be subjected to coercion, interference, dissuasion, and/or retaliation of any kind.

B. RNs will pursue their complaints through established Department procedures.

C. If the RN elects to file a complaint, he/she must choose to file the complaint under either the negotiated grievance procedure, a prohibited personnel practice charge, or the statutory EEO process, but only one avenue of redress may be selected. If there is an established ADR procedure, and ADR is elected during the pre-complaint processing period, the EEO counseling period may be extended in accordance with 29 CFR 1614.105.

D. The RN may elect to use an existing ADR process; however, the RN's rights to pursue an EEO complaint are not waived during the ADR process. At the same time, the RN's responsibilities to comply with all requirements of the EEO process (e.g., time limits and points of contact) must be followed. In the event that ADR is terminated for any reason, the RN may continue to pursue an informal resolution of the matter with the EEO counselor, or may request a Notice of Final Interview from the EEO Counselor. Guidance on the requirements of discrimination complaint appeals will be available in the appropriate administrative office.

Section 4: Reports

A. At the National level, the Department will provide the NNU with a copy of the National Affirmative Employment Plan and any other reports submitted to the Equal Employment Opportunity Commission (EEOC), including statistical data, as these reports are generated.

B. Upon request by the local NNU each facility or installation preparing an Affirmative Employment Plan, and any other EEO-related reports, will provide a copy of the same, including statistical data, to the appropriate local NNU representative.

C. When the EEO Advisory Committee makes EEO related materials available electronically, NNOC NNU, through their member/representative and one alternate, will be provided access to the record keeping system.

Section 5: Special Emphasis Programs/EEO Advisory Committees

The Department will request nominations from the local NNU and the local NNU unit may submit names, for consideration by the Department to serve as Special Emphasis Program Coordinators.

Article 33: Reasonable Accommodations for RNs with Disabilities

Section 1: General

A. In accordance with Section 501 of the Rehabilitation Act of 1973, as amended, government-wide rules and regulations and VA policy, including but not limited to VA Handbook 5975.1, the Department is committed to affirmative action for the employment, placement, and advancement of qualified RNs with disabilities.

B. The Department shall provide reasonable accommodations to qualified individuals with disabilities to allow them to fully participate in the application process, perform essential job functions, and enjoy equal benefits and privileges of employment, in accordance with all applicable laws, regulations, and VA policies, unless to do so would cause undue hardship to the Department.

C. RNs may request NNU assistance and/or representation at any time during the reasonable accommodation process.

D. When a duty to bargain is triggered by the Statute after the Department approves reasonable accommodation to a RN, the Department will bargain appropriate arrangements and procedures.

Section 2: Definitions

A. Individual with a disability: a person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.

B. Qualified individual with a disability: an individual with functional limitation who, with or without reasonable accommodation, can perform the essential functions of the position without being a direct threat to the health or safety of the individual or others. A “qualified individual with a disability” must satisfy the requisite skill, experience, education, and other job-related requirements of employment for the position the individual holds or desires.

C. Reasonable accommodation: a change in the work environment or in work processes that enables a qualified individual with a disability to enjoy equal employment opportunities. The accommodation must be effective in meeting the needs of the individual by addressing the barrier created by the functional limitations.

D. Undue hardship: the significant difficulty or expense incurred or anticipated, should the organization provide a particular accommodation. The following criteria are used to determine undue hardship:

1. Nature and cost of the accommodation;

2. Overall size of the organizational unit with respect to the number of employees, facilities, and size of the budget;

3. Type of operation, including composition and structure of the workforce; and,

4. The impact of the accommodation on the operation of the organization, including the impact on the ability of other employees to perform their duties and the impact on the organization's ability to conduct business.

E. Additional definitions regarding the reasonable accommodation process can be found in VA Handbook 5975.1, Paragraph 4.

<u>Section 3:</u> Reasonable Accommodation Guidance

A. Consistent with VA policy, the Department shall process a RN's request for reasonable accommodation and provide accommodations as soon as possible, normally within 30 calendar days from the date the request was received. The parties recognize that individual accommodations will be determined on a case-by-case basis, taking into consideration the RN's specific disability, the RN's suggestions for reasonable accommodations, existing limitations, the work environment, any threat to the health and safety of any employee, and undue hardship imposed on the operation of the Department's program.

B. Reasonable accommodation for a non-probationary RN may include reassignment to a funded vacant position for which he/she is otherwise qualified, consistent with EEO and VA regulations. Reassignment will be considered only if there are no other accommodations available that will enable the RN to perform the essential functions of his/ her current job.

C. The Department recognizes that job restructuring may constitute a reasonable accommodation such as reallocating or redistributing marginal job functions that a RN is unable to perform because of a disability or altering when and/or how an essential or marginal function is performed. The parties recognize, however, that the Department has no duty to eliminate or reallocate the essential functions of a position as a reasonable accommodation.

D. The parties agree that in many cases, changes in the work environment and other accommodations enable RNs with disabilities to more effectively perform their job duties. An active interaction and discussion between the RN, NNU (if requested by the RN) and the Department offers the best opportunity to reach agreement on a reasonable accommodation to meet the RN's needs, even if the accommodation is not the specific request. Alterations and accommodations may include, but are not limited to, the following:

1. Rearranging files or shelves;

2. Widening access areas;

3. Maintaining hazard-free pathways;

4. Raising or lowering equipment;

5. Moving equipment controls from one side to the other, or modifying them for hand or foot operations;

6. Installing special holding devices on desks, benches, chairs or machines;

7. Providing qualified interpreters for the hearing impaired; and,

8. With respect to the modernized systems environment, examples of accommodations may include:

    a. The surface that holds the terminal will be adjusted to a level suitable to the RN's needs;

    b. The keyboard will have "light touch," guards, and other adaptive devices that will be considered;

    c. Visually impaired RNs will be permitted to label "home" keys;

    d. Operational and training materials will be available in Braille;

    e. Lap trays will be considered;

    f. Computer based voice-output systems or computer screen enlargers or other appropriate devices will be provided for visually impaired RNs;

    g. Hardware and software will be configured to accommodate color blindness (blinking cursor, highlighting);

    h. Printer switches will be available in "light touch" and located in an easily accessible location;

    i. Sight adaptive devices for medication administration; and,

    j. Adaptive devices for medication carts

E. RNs may be provided assistive devices if the Department determines that the use of the equipment is necessary to perform official duties. Such equipment

does not cover personal items which the employee would be expected to provide such as hearing aids or eye glasses.

F. The Department facilities shall be accessible to RNs with disabilities.

G. The Department will be liberal in granting leave to accommodate the disabling condition of RNs. For example:

   1. Leave without pay may be granted for illness or disability; and,

   2. Sick leave can be appropriately used by a RN with a disability (who uses prosthetic devices, wheel chairs, crutches, guide dog, or other similar type devices) for equipment repair or guide dog training or medical treatment.

H. The Department will provide training to RNs with disabilities on the same basis as to other RNs consistent with the Professional Development and Education Article of this Contract. Once an RN is selected for training, the Department will provide reasonable accommodations to the RN to attend and complete the training. It is the intent of the Department to provide on-the-job training opportunities to qualified RNs with a disability on the same basis as other RNs consistent with operational needs.

I. For the purpose of continuing to provide reasonable accommodations for hearing-impaired RNs, the Department agrees to provide interpreter services, auxiliary aids or assistive technologies, as appropriate, for those RNs who seek Union assistance and/or representation for their individual concerns. To the extent possible, interpreter services should be arranged in advance unless the RN wants to retain confidentiality.

J. To provide RNs with disabilities an equal opportunity to perform official business travel, certain additional travel expenses necessarily incurred to reasonably accommodate the RNs disability may be reimbursed consistent with the Federal Travel Regulations.

K. RNs with disabilities may, where appropriate as a reasonable accommodation, utilize work-at-home accommodations, flexi-place work setting or Telework.

ARTICLE 34: WORKERS' COMPENSATION

Section 1: General

A. A RN's entitlement to benefits under the Federal Employee Compensation Act (FECA) as administered by the Department of Labor (DOL) depends on his/her meeting the criteria set by Federal statutes and regulations, including 5 USC 8101, et seq. and 20 CFR Parts 1-25. This Article is intended to provide RNs with a general overview of the FECA processes. However, RNs' rights to workers' compensation benefits are not set or altered in any way by any provision of this Article.

B. In accordance with the FECA, when a RN suffers or alleges a work related illness or injury, the appropriate Department official will inform the RN of the following:

   1. The right to file for workers' compensation benefits;

   2. The types of benefits available;

   3. The procedure for filing claims;

   4. The option to use compensation benefits, if approved, in lieu of sick or annual leave; and,

   5. The option to use continuation of pay (COP) for traumatic injuries in lieu of sick or annual leave.

C. The DOL's Office of Workers' Compensation (OWCP) is responsible for decisions on workers' compensation claims. The Department is responsible for completing and forwarding OWCP forms and related documentation in accordance with DOL regulations.

   1. RNs with pending workers' compensation claims are encouraged to discuss their questions about the timely filing of their claim with the local facility employee responsible for processing of OWCP claims. The Department will discuss any such concerns with the RN.

   2. After this discussion, if the RN has unresolved concerns regarding the Department's failure to forward any claim forms or related paperwork to OWCP, the RN may request, in writing, a written response to their outstanding concerns, which the Department will provide in a timely manner.

D. NNU will have access to the ASISTS program for tracking injuries at all facilities. Upon request, the Department will notify NNU of the number of RNs and their location on light duty in a work unit due to an on-the-job injury.

E. The Department will maintain a responsible OWCP program in accordance with DOL implementing regulations and other applicable laws, rules, and regulations.

<u>Section 2:</u> FECA Definitions Provided for Informational Purposes Only

A. Traumatic injury is defined as a wound or other condition of the body caused by external force, including stress or strain. The injury must be identifiable by time and place of occurrence and member of the body affected and must be caused by a specific event or incident or series of events or incidents within a single workday or tour of duty. A traumatic injury also includes damage to or destruction of prosthetic devices or appliances.

B. Occupational Disease/Illness is defined as a condition produced in the work environment over a period longer than a single workday or tour of duty. It may result from systemic infection, repeated stress or strain, exposure to toxins, poisons, or fumes, or other continuing conditions of work.

C. Form CA-1 is the appropriate form for reporting a traumatic injury.

D. Form CA-2 is the appropriate form for reporting an occupational disease or illness.

E. Form CA-16 authorizes an injured RN to obtain examination and/or treatment from a physician for an on-the-job injury.

F. Form CA-17 Duty Status Report is used to report the duty status of the RN, including when placed in a limited duty status, etc.

G. Form CA-20 is the Medical Report Form.

<u>Section 3:</u> Procedure for Filing Claims for Workers' Compensation

A. As soon as/if possible after experiencing a job related injury or illness, the RN should contact his/her supervisor and provide hand-off communication to another RN.

B. The Department shall, at the time the injury is reported, assure that the RN is provided the proper forms and assist the RN in filling them out. The Department shall provide the RN with copies and forms as needed.

C. The appropriate sections of the forms CA-1 (Traumatic Injury) or CA-2 (Occupational Disease) should be filled out by the RN electronically and given to the supervisor as soon as possible, but not later than 30 calendar days from the date of the occurrence. If the RN is incapacitated, this action may be taken by someone acting on his/her behalf in accordance with existing regulations. An

alternate means of notification of rights and filing will be provided when electronic submission is not possible or electronic information is not available.

D. The Department agrees to post a notice in centralized areas where RNs gather, advising RNs of the appropriate office location for filing workers' compensation claims. This notice will include office telephone numbers for obtaining information and assistance relevant to workers' compensation claims. The Department agrees to provide access to information on FECA procedures available through electronic means. Additional specific information on FECA benefits is available at http://www.dol.gov/owcp/dfec/.

E. The Department will not request a RN to release their medical records and/or personally identifiable information except to the extent required to process the RN's claim. This release will be specific to the injury/illness claimed. The RN will be informed of and afforded the opportunity to discuss the release of records with NNU prior to submitting the release.

F. When the RN has elected NNU representation in writing, the Department will give that NNU representative notice within a reasonable time frame of when a RN's claim has been approved or denied.

G. A RN has the initial right to select a provider or physician of his/her choice to provide necessary treatment. Whenever possible, the RN will be provided a CA-16 (Authorization for Examination and/or Treatment) or successor document within four hours. When it is not possible, the Department will authorize medical treatment by telephone and send the completed form to the provider or physician within 48 hours.

H. The DOL provides the online medical provider search tool. Upon request, the Department will assist the RN in accessing and using the list. The Department cannot assist the RN in selecting a provider or physician. The fact that a provider or physician is listed in no way constitutes the Department's endorsement of the provider or physician or their services.

I. The responsible Department official should complete the Department's portion of the CA-17 or successor document by describing the physical requirements of the RN's job and noting the availability of any light or limited duty. The provider or physician uses this information in determining what, if any, work restrictions are needed. The RN must use this form each and every time they visit the provider or physician. The form is returned to the supervisor after completed by the provider or physician. The responsible Department official may send the form to the provider or physician at reasonable intervals (but not more often than once per week) to monitor the RN's medical status and ability to return to light or full duty.

Section 4: Placement of Workers' Compensation Claimants and Light Duty

A. The Department has no obligation to provide permanent light duty assignments or to create positions reserved for RNs who need temporary light duty assignments. However, the Department will make a reasonable effort to grant a requested light duty assignment. The Department will determine whether a RN can be provided light duty assignments consistent with the RN's qualifications and medical limitations as well as the patient care needs of the Department. When the Department approves a light duty assignment it will be of limited duration, not permanent in nature and provided to the RN in writing.

B. RNs who are determined by the DOL not able to perform his/her assigned duties will be offered another available position in accordance with applicable law and regulations.

C. If the DOL, OWCP determines that a RN who was previously deemed disabled has recovered and is medically able to be reemployed, the Department will endeavor to offer placement in accordance with applicable law and regulations.

D. The Department, upon receipt of indication by the RN of a desire to accept or pursue a retirement option for which he/she is eligible, will provide information and assist the RN with the application process with a goal of expediting the retirement application.

Section 5: OWCP Rights for RNs

A. The Department may contact the attending provider or physician only in writing and only to clarify or obtain additional information about the RN's duty status or medical progress.

B. Consistent with DOL regulations, time lost on the date of injury should be changed to administrative leave. The period to be charged to COP begins with the first day or shift of disability or medical treatment after the date of injury, provided that the absence began within 45 days after the injury. A RN's regular pay may continue for up to 45 calendar days of wage loss due to disability and/or medical treatment after a traumatic injury. A RN is entitled to receive COP when he/she is absent from work due to disability or medical treatment. After entitlement to COP ends, the RN may apply for compensation or use leave.

C. Pending the approval of the compensation claim for traumatic injury by OWCP, the RN may elect to use annual leave (AL), compensatory time (CT), sick leave (SL) or leave without pay (LWOP). The RN has the right to complete a CA-7 and submit it to the DOL for consideration of wage loss compensation.

D. Consistent with DOL regulations, entitlement to COP is not available to RNs who file an occupational disease claim.

E. The Department will not place a RN in absent without leave (AWOL) status for absences directly related to an approved OWCP claim. However, the RN is still required to follow proper leave procedures.

F. The Department will not place a RN on leave restriction or sick leave certification for absences directly related to an approved OWCP claim.

G. When a RN is disabled (incapacitated for duty) on the job and files a claim with the OWCP, LWOP may be granted in accordance with VA Handbook 5011 Part III, Chapter 3, Paragraph 10.

ARTICLE 35: SPECIAL PHYSICAL EXAMINATION (COMMONLY KNOWN AS FITNESS FOR DUTY) AND PHYSICAL STANDARDS BOARD

Section 1: General

A. The Department and NNU recognize that 38 USC 7422 prohibits negotiation, grievances, and any other form of collective bargaining over issues of professional conduct or competence and direct patient care, including RNs' physical or mental fitness for duty. Nothing set forth in this Article will limit or infringe upon any such 38 USC 7422 exclusion.

B. In accordance with VA Handbook 5019, the Department may direct a RN to undergo a special physical examination (fitness for duty) to resolve questions of physical or mental ability to perform the duties of a RN position. An examination may also be necessary to determine physical and mental fitness to resume duty after illness.

C. In the event that the Department objectively determines that a RN is physically or mentally incapable of performing their duties, the RN shall be entitled to meet with the recommending medical official to discuss grounds for such action, and to provide any oral and written evidence before a recommendation is made. In any such meeting, the RN is entitled to representation. The RN may elect that their representative be an NNU representative.

D. No RN will be determined physically or mentally incapable of performing duties satisfactorily without benefit of a Physical Standards Board deliberation unless the RN is being evaluated for medical disability retirement.

E. All matters relating to Special Physical Examinations and Physical Standards Board proceedings and recommendations will be confidential, and related documents will be secured in accordance with applicable VA regulations and this Contract.

Section 2: Notice of Examination

A. In unusual circumstances, e.g., when an immediate determination must be made as to a RN's mental or physical fitness to remain on duty, the RN will be given verbal notice as to the grounds for such an examination. The RN will have a right to a representative. The RN may elect that their representative be a NNU representative.

B. Otherwise, at least a 14-day advance written notice of a special physical examination shall be given to the RN. The notice will include:

1. Reason for examination;

2. Date, time and location of examination (including travel information, if appropriate);

3. A citation to any specific VA policies, Handbooks, Directives, etc., pertaining to the examination procedure;

4. Right to submit physical examination results or other medical evidence obtained at the individual's own expense for consideration by the VA Occupational Health Care Provider and/or, if appropriate, a Physical Standards Board; and

5. Right to NNU representation during all phases of the process.

Section 3: Status Pending Examination Outcome

In the event that the Department determines that a RN must be reassigned pending the outcome of the special physical examination, NNU will be notified. In the event the Department determines a RN must be removed from duty pending the outcome of a special physical/mental exam, the RN may be given Authorized Absence (AA) until a decision is made.

Section 4: Decision and Appeal

A. If a decision is made that would remove any RN from his/her position or duties for physical or mental inability to perform, the RN shall be entitled to use the appropriate appeals procedure under existing title 38 regulations. A copy of the relevant VA Directives/Handbooks, policies, etc., pertaining to the appeals procedure will be given to the RN.

B. If the Board determines a RN to be physically and/or mentally incapable of performing the duties of the assignment and the nature of the physical condition is one that may be corrected by remedial treatment, the Department may grant sick leave and annual leave, or leave without pay may be granted as appropriate.

ARTICLE 36: DEPENDENT CARE

Section 1: General

A. NNU and the Department recognize that RNs may have special dependent care needs during working hours. For the purposes of this Article, the definition of dependents includes any individual related by blood or affinity whose close association with the RN is the equivalent of a family relationship who routinely relies on the RN for economic, medical, social or emotional support.

B. NNU and the Department recognize the need for RNs to secure appropriate dependent care arrangements.

Section 2: Dependent Care Activities

A. The Department will provide information on its human resources website on such things as dependent care, parenting information, dependent care resources, referral information, workshops, and government-wide initiatives such as long-term care insurance, flexible spending accounts for dependent care needs, and counseling available through the Employee Assistance Program. Should its human resources website as described herein no longer remain accessible, the Department agrees to meet and bargain with NNU for the purpose of making such information available to RNs when a duty to bargain is triggered by the Statute.

B. The Department supports the finding of creative solutions to meet RN dependent care needs.

C. In accordance with applicable public laws, rules and regulations, the Department agrees to pay legally permissible expenses for VA employed dependent care employees for training, conferences, or other meetings deemed necessary, relevant, and connected to the provision of dependent care services should the Department provide dependent care services at any facility.

Section 3: Dependent Care Committees

If a decision is made to establish a dependent care facility, a local committee will be established. A NNU representative, on official time, will be a member of any such committee.

Section 4: RN Related Dependent Care Needs

A. The Department recognizes that requiring additional hours of duty can cause issues with dependent care. When the Department requires additional hours of duty that cause issues with dependent care, it is agreed that the appropriate

Department official should allow the RN time to make alternate dependent care arrangements and grant unplanned leave requests brought about by unexpected changes in dependent care arrangements, consistent with 38 USC 7422 and the Leave and Absences Article of this Contract. Requests will not be unreasonably denied.

B. The Department will consider the use of employment options such as: part-time employment, job sharing, leave, flexi-time, compressed tours, etc., to assist RNs with dependent care needs.

C. The Department recognizes that on occasion RNs may need to make reasonable, brief contact with dependent care providers, family members and/or dependents during duty hours as long as it does not interfere with patient care delivery.

Section 5: Facilities

If a dependent care facility is established, it will be governed by appropriate laws and regulations.

Section 6: Miscellaneous

NNU will be kept informed of local dependent care initiatives.

ARTICLE 37: Appointment Authority Changes

A. Prior to granting a RN's request for a change in appointment authority (including but not limited to conversion from temporary to permanent, full-time to part-time, part-time to full-time, per diem, intermittent or from Title 38 to Title 5), an explanation of the change in rights and benefits will be provided verbally, as well as in writing, to the RN by the Department. Presenting this information verbally allows the RN to ask questions and gain clarification. The RN will sign a document acknowledging his/her receipt of this explanation.

B. When the appointment authority of a RN is changed, an official personnel action will be processed in a timely manner.

ARTICLE 38: Official Records & Protection of Identifiable Information

Section 1: Official Records and Files

A. No personnel record may be collected, maintained, or retained except in accordance with law, government-wide rules and regulations, VA regulations, this Contract and any Local Contract.

B. All Electronic Official Personnel Folders (eOPF) are confidential. Occupational Health Recording Systems (OHRS) (employee health medical records) are confidential and protected by the Health Insurance Portability and Accountability Act (HIPAA). Both will be known, viewed, or disclosed by/to officials only with a legitimate need to know for the performance of their duties or as otherwise required by law. The RN will be notified within a reasonable amount of time after any episode of failure to provide for security of the records.

C. All eOPFs, medical and other records with personally identifiable information (PII) will be maintained in a secure location.

D. RNs will be annually advised of the purpose and intended use of the eOPF or any other file specific to them maintained under their name, social security number and/or any recognizable personal identifier, and its location.

Section 2: Access to Records

A. RN's right of access and/or review of records containing PII will be granted in accordance with all Federal laws including FOIA, Privacy Act, and HIPAA as well as VHA Handbook 1650.1. During normal duty hours, a RN and/or his/her representative(s) designated in writing will have the right to examine records personally identified to the RN (Including but not limited to: eOPF, EEO, evidence files, appeal and grievance records, employee medical folders). The Department will allow a RN and/or his/her representative access to such records requested within a reasonable period of time. If the records are not maintained at the local facility, the Department will initiate action to obtain the records and make them available to the RN or designated representative within three working days.

B. Consistent with VHA Handbook 1650.1, a person of the RN's own choosing may accompany the RN to review a record. A written statement is required from the individual authorizing discussion of the record in the accompanying person's presence (VA Form 07-5571). A Department official must be present at all times during any personal review of a record to ensure the integrity of the record.

C. The RN, or his/her designated representative(s) in writing, may receive, at no cost, two copies of personally identified records. Additional copies will be

provided, however, there may be a charge in accordance with the Department fee schedules in effect at the time of the request.

Section 3: Clarification or Rebuttal of Information in Official Records

A. Every RN has the right to prepare and enter a concise statement of disagreement with, rebuttal to, or clarification of, any document filed in the eOPF and the proficiency folder. All requests for amendment of such records will be processed under the provisions of Title 38, CFR Part I, and VA Handbook 6300.4

B. Nothing in this section shall negate the RN's right to grieve matters covered by the grievance procedure.

Section 4: Outdated Records

A. All eOPFs will be purged and information disposed of in accordance with the appropriate records control schedule.

B. Upon request, the Department will work with a RN and his/her representative to explain the records retention timeframes and, if necessary, assist the RN in reviewing his/her eOPF to ensure any outdated records are purged.

C. If any outdated or unauthorized material is accidentally left in a file, it may not be used to support any personnel action detrimental to the RN.

Section 5: Supervisory Notes

A. Department officials at any level will not keep files specific to individual RNs maintained under their name, social security number, and/or any recognizable personal identifier not approved by the Department as an official system of records.

B. If a Department official creates a supervisory note regarding a RN, the RN will be given a copy within a reasonable time after it is written. If there has been a delay in providing a copy and it is used to support an action against the RN, the delay must be considered by the Department before a decision is made. Exceptions may be made if showing the note to the RN may impair the Department’s ability to conduct an investigation or may impose a safety or security issue.

Section 6: Uses and Misuses of RN Social Security Numbers and Identification

A. The Department shall maintain the confidentiality of the RN's social security number in accordance with Executive Order 9397, the Privacy Act, and all applicable legal requirements.

B. Consistent with Executive Order 9397 and the Privacy Act, lists or documents requiring the use of the social security number and/or birth date will be kept confidential and disclosed only on a job-related need-to-know basis or as required by law.

C. RNs will not be identified by their full or partial social security number on any publicly available lists, including but not limited to educational offering sign-in sheets.

D. Consistent with the Privacy Act, HIPAA and to the extent technologically feasible, RN health records accessible via the computer or paper will have the social security number and birth date data protected.

E. Should an RN have any problems related to identity theft, the Department will cooperate with any related investigation and/or prosecution. Should the Department find that the offender in such a case is a Department RN, it will refer the offender for criminal prosecution and/or administrative action as appropriate.

ARTICLE 39: OUTSOURCING

Section 1: General

This Article is subject to law, rule and regulation, including the Federal Acquisition Regulation.

Section 2: Consultation

The Department will notify and seek NNU input when it considers outsourcing RN work. NNU may provide and the Department will consider NNU input at the appropriate level when considering whether to outsource any work performed by RNs or to outsource work that will require RNs to perform additional duties. Upon request, the Department will provide NNU with the solicitation numbers for actual, published requests for solicitation. The requests for solicitation may be accessed through www.fbo.gov.

Section 3: Site Visits and Notification

A. The Department will notify NNU if a site visit, either physical or virtual, is going to be conducted for potential bidders seeking to contract for work performed by RNs in a work location. A NNU representative may attend any such site visit/meeting. NNU will be given notice and an opportunity to bargain when the duty to bargain is triggered under the Statute.

B. Upon request, NNU will be provided a copy of a contract outsourcing work performed by RNs. Any release of a copy of a contract is subject to the requirements of the Freedom of Information Act, including appropriate redaction of proprietary/confidential information.

Section 4: Placement

When RNs are adversely affected by a decision to outsource, the Department will endeavor to find available positions for affected RNs. This effort will include, but is not limited to:

A. Establishing a Reemployment Priority List and a placement program;

B. Giving special selection priority for available positions to which the RN applies;

C. Paying reasonable costs for training and, when appropriate, relocation that contributes to placement; and,

D. Providing career transition assistance which may include: office space, telephones, copy and fax machines, computers, and job placements specialists in the effort to obtain other employment.

<u>Section 5:</u> NNU Representation

A. Official time is appropriate for NNU representatives when conferring with affected RNs regarding the outsourcing impact.

ARTICLE 40: DRUG TESTING

Section 1: General

A. Bargaining unit RNs are subject to mandatory drug testing according to applicable government-wide Federal regulations and VA Handbook 5383 or successor which is referenced for informational purposes only.

B. RNs are entitled to NNU representation throughout the entire process including actual drug testing. However, the right to representation cannot delay or prevent any testing requirements of applicable federal regulations and any applicable VA policies, both local and national.

C. In the event of a positive test result, the RN will be given two copies of the test results. The RN may furnish one copy to NNU for use if a RN requests NNU representation with regard to any proposed disciplinary action or major adverse action that is based, in whole or in part, on the results of a drug test. For negative test results, the RN may request a copy of the test result which will be provided in a timely manner so long as the facility received a copy of the test result.

Section 2: Collection of Independent Samples Authorized

A. A RN required to submit to a mandatory drug test will, upon request, be permitted to provide an additional sample (the independent sample) for testing by an independent HHS-certified laboratory at the RN's expense. The Department will provide an additional container for the independent sample, which will be collected from and packaged by the RN in the presence of a Department representative at approximately the same time as the samples collected by the Department.

B. Once collected and packaged, the RN shall be responsible to deliver the independent sample to a HHS-certified laboratory for testing, and to document the sample's chain of custody. For the purposes of this paragraph, it shall be sufficient for the RN to package the independent sample for delivery by a commercial messenger service to the chosen laboratory in the presence of a Department observer. The RN shall be responsible for the costs of delivery and testing of the independent sample.

C. The RN shall be permitted, but not required, to submit the results of an independent sample collected and tested under this Section to the relevant Medical Review Officer for his/her consideration in certifying results.

D. In making any personnel decision based on a RN's drug test, the Department shall not draw a negative inference if the RN provided an additional sample for

independent testing, nor whether the RN submitted the results of such an independent test to the Medical Review Officer.

ARTICLE 41: EMPLOYEE ASSISTANCE PROGRAM

Section 1: Program Purpose

A. The Department agrees to make the Employee Assistance Program (EAP) available to RNs with personal issues. Examples of issues for which EAP may be appropriate include but are not limited to: emotional and mental distress, family discord, marital counseling, substance abuse, financial stressors. This list is not meant to be all encompassing, as other issues may be covered.

B. Information on the EAP will be available electronically and posted on bulletin boards. Updates and changes on the EAP will be distributed as changes are made. Information on the EAP will also be made available after catastrophic events affecting RNs.

C. The EAP is subject to Federal law and government-wide regulations, including 42 USC 290 aa et seq., 5 USC 7361 et seq., Executive Order 12564.

D. RNs are encouraged to consult the Office of Personnel Management's website Employee Assistance Programs (opm.gov) OPM EAP Fact Sheet, for further information about the scope of assistance available through EAP and the rules and regulations pertinent to the program.

Section 2: Record of Participation

A. The Department will ensure that no RN will have their job security or promotion opportunities jeopardized as a direct result of initiating a request for counseling or referral assistance. This may not apply if there are related existing or pending disciplinary or major adverse actions.

B. The Department will ensure the confidentiality of all RN records consistent with current public laws and Office of Personnel Management regulations and preserve the records in accordance with applicable laws and regulations.

C. Without an RN's specific written authorization, a supervisor may not obtain information about the substance of an RN's involvement with a counseling program. Information obtained without the RN's written authorization from such counseling programs may not serve as the basis for disciplinary or adverse actions consistent with applicable law and regulation.

Section 3: Voluntary Participation and RN Responsibility

Although the existence and functions of counseling and referral programs will be publicized to RNs, no RN will be required to participate or be penalized for merely declining referral to such programs.

Section 4: **Disciplinary Action**

The EAP is not intended to shield the RN from disciplinary or a major adverse action. Depending on the circumstances, it may be appropriate to offer assistance to a RN to help correct a performance and/or conduct problem as an alternative to discipline/major adverse action. However, EAP may be offered to a RN at the same time that a disciplinary or major adverse action is proposed.

Section 5: **Excused Absence**

RNs undergoing counseling under the EAP may be excused without charge to leave for a brief period of time of less than one hour for each counseling session up to a maximum of eight total hours. The use of this excused absence is subject to supervisory approval.

Section 6: **Leave Associated with EAP**

It is the policy of the Department to grant leave (e.g., sick, annual, or Leave Without Pay (LWOP)) for the purpose of treatment or rehabilitation for RNs under the EAP as would be granted for RNs with any other health problem.

Section 7: **EAP Related Assignment Requests**

RNs undergoing rehabilitation that will not permit them to function temporarily in their assigned position, may request temporary assignment to another position including, but not limited to other departments, record reviews, post-op telephone calls and the possibility for telework if appropriate and consistent with the Department's telework policy. The request will be considered and approved by the supervisor consistent with valid operational needs, the individual RN's qualifications and rehabilitation needs.

ARTICLE 42: Organizational Performance Improvement

Section 1: General Commitment

The Department and NNU recognize the importance of a strong commitment to a comprehensive organizational Performance Improvement (PI) program in the success in meeting the mission of the VA. The Department's PI program is governed in part by prevailing accreditation standards and VA Handbooks and Directives. The program emphasizes quality service to the Veteran, which is the cornerstone of the relationship between the Department and RNs.

Section 2: Committee Representation

A. Both parties agree that the commitment of the Department, NNU and RNs at every level is critical for success of the PI program.

B. NNU will appoint a representative as a full member on the facility-level PI program committee(s) and other appropriate PI program committees, either local or national, currently in existence, newly developed or its successor.

C. Minutes, policies, manuals etc., from these committee(s) will be made available to NNU through their member/representative and one alternate. If available electronically, the union member/representative and one alternate will have access to SharePoint, databases and Dashboards related to the committee(s).

D. NNU bargaining unit RNs and representatives will receive training appropriate to their PI committee, task or responsibility.

ARTICLE 43: Research

Section 1: General

A. The Department and NNU mutually agree that research is for the advancement of patient care and/or nursing science.

B. It is recognized that participation in research development, gathering data, data analysis/recommendations, or research utilization can enhance the RN's role/career development. The Department will encourage and support participation by RNs in VA-approved research projects, approved by the Institutional Review Board and/or Health Services Research and Development. However, this Article is subject to the provisions of 38 USC 7422.

Section 2: Procedures

A. When the Department enters into any research project that affects RNs working conditions, NNU will be given notice as soon as practicable and an opportunity to bargain when the duty to bargain is triggered under the Statute.

B. When a research project results in an innovation, changes in documentation, or in technology that impacts RNs throughout the system, NNU will be given notice as soon as practicable and an opportunity to bargain when the duty to bargain is triggered under the Statute.

C. RNs will be encouraged to develop their research knowledge and abilities. The Department, to the extent practical, will provide, either in person or electronically:

   1. Access to information on available training/educational programs that would enhance the RNs research knowledge;

   2. Access to information on available VA grants and research programs that may relate to their area of research interest; and,

   3. Notice of the grant opportunities once the local facility is informed.

D. RNs' participation in research projects and surveys related to the research projects is voluntary and without fear of reprisal. Participation in research projects, including surveys related to the research project, is governed by law, government-wide regulations and Department policy, including but not limited to VA Handbook 1058.01.

E. Data analysis and recommendations from any local patient care/nurse-related research that affects working conditions will be provided to the NNU, upon request.

F. RNs who apply for time-limited research positions will be advised of the limitations and potential consequences to employment before they accept the position in accordance with the Appointment Authority Changes Article of this Contract. RNs on time-limited appointments may apply for permanent positions any time prior to the expiration of his/her appointment and will be considered as internal candidates for posted facility RN vacancies consistent with the Vacancy Announcements Article of this Contact.

ARTICLE 44: Union Rights and Representation

Section 1: NNU Rights

A. In all matters relating to personnel policies, practices, and other conditions of employment, NNU and the Department will abide by 5 USC Chapter 71, 38 USC 7422 and this Contract.

B. The Department recognizes NNU as the exclusive representative of bargaining unit RNs. NNU and the Department recognize that a collaborative relationship between NNU and the Department is essential so that the organization works more efficiently and effectively and better serve Veterans' needs, RNs, NNU representatives and the Department.

C. For matters relating to personnel policies, practices, other conditions of employment, grievances, contract enforcement, etc., the Department and NNU shall meet at mutually agreeable times, dates, and places that are reasonable and convenient. This does not apply to regular recurring committee or task force meetings on which NNU has a seat. These meetings should also be held on dates at times and places that are reasonably convenient.

D. The Department will not restrain, coerce, discriminate against, or interfere with any NNU representatives/officials, or RN(s) in the exercise of their contractual or statutory rights.

E. In accordance with 5 USC 7116(a)(3), the Department will not sponsor, control, or otherwise assist any labor organization other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status.

Section 2: NNU Representation

A. NNOC NNU will be provided with reasonable advance notice and be given the opportunity to be present and to participate at any formal discussion between one or more representatives of the Department and one or more RNs in the bargaining unit or their representatives concerning any grievance, personnel policy or practice, or other general condition of employment.

B. NNU will also be allowed to be present and represent a RN at any examination of a RN in the unit by a representative of the Department in connection with any investigation if the RN reasonably believes that the examination may result in disciplinary/adverse action against the RN and the RN requests representation. Consistent with 5 USC 7114(a)(2)(B), NNU will be allowed to be present and represent a RN at any examination of a RN in the unit by a representative of the

Department in connection with an investigation if the RN reasonably believes that the examination may result in disciplinary/adverse action against the RN and the RN requests representation.

Section 3: Notification of Changes in Conditions of Employment

A. Consistent with the Mid-Term Bargaining Article of this Contract, the Department will forward a notification of all proposed changes for which there is a statutory bargaining obligation to the appropriate Union official. The Department will forward, along with the notice, all relevant information relied upon to propose the change(s) in conditions of employment, for the purpose of NNU exercising its full rights to bargain (for example if applicable to the situation, affected RN(s), floor plans, any studies done, etc.). All notifications shall be in writing or by electronic means to the appropriate NNU official. Participation in committees and other such groups does not constitute official notice to the union nor meet the obligations of this Article unless the parties agree otherwise.

B. In accordance with Executive Order 13522, the Department will allow NNU to have pre-decisional involvement in all workplace matters to the fullest extent practicable without regard to whether those matters are negotiable subjects of bargaining in order to decrease the time spent in formal bargaining.

C. NNU has the right to request a briefing and/or bargain in accordance with the Mid-Term Bargaining Article. Such briefings will be provided by Department appropriate officials who have expert knowledge of the subject at hand as determined by the Department.

D. The Department agrees not to conduct formal discussions (meetings) regarding grievances or changes to any personnel policy or practice or other general condition of employment with RNs without giving NNU reasonable advance notice and an opportunity to attend.

E. In an effort to be proactive, NNU may propose changes regarding conditions of employment or resolution of problems affecting the working conditions of the bargaining unit. The Department will meet its statutory obligation to bargain over NNU proposed changes.

F. Upon request, NNU will be given a list of bargaining unit RNs. At the national level the report will be by facility and at the local level this list will include the time and leave unit of the RN.

G. A report of gains and losses of RNs, will be provided to NNU upon request.

Section 4: Information

A. In accordance with 5 USC 7114 (b)(4), the Department agrees to provide NNU upon request, and to the extent not prohibited by law, with data that is normally maintained in the regular course of business, reasonably available, and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining and which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

B. Information will be provided within a reasonable period of time at no cost to NNU.

C. In the event the request is denied, the written denial will identify the reason and title of the person denying the information.

D. If the Department determines that the information or data requested is not reasonably available in accordance with 5 USC 7114(b)(4), NNU will be notified as soon as practicable.

E. The Department agrees that if they have a concern regarding information or data request(s) they will promptly contact NNU to discuss and resolve the issues.

Section 5: Notification of NNU and Department Officials

A. At the appropriate level, NNU will provide the Department with an annual updated list of the names, titles, room numbers and telephone numbers of all officials.

B. The Department agrees to disseminate the list to all bargaining unit RNs within 30 days after its receipt. Further, the Department agrees to provide all new RN hires with a copy of the list when they enter on duty. This does not preclude NNU from providing RNs with the same information.

Section 6: NNU-RN Communication

A. The Department will not alter or censor the content of any direct communications between NNU and RNs. However, VA facilities will not be available for posting or distribution by RNs of libelous or defamatory material directed at VA or NNU officials or programs.

B. NNU has the right to distribute brochures and literature for use by the RNs.

Section 7: Surveys and Questionnaires

A. Prior to collecting information from bargaining unit RNs through surveys and questionnaires regarding conditions of employment, the Department will give notification to NNU before distribution of the survey. Notification will generally include, but is not limited to, a copy of the survey, dates to be administered,

notice of confidentiality and voluntary participation to the RN, purpose and use of the data obtained, and how NNU may obtain a copy of the results. Notification will be at the national level for national surveys and at the local level for local surveys. To the extent practicable, NNU will be notified when questionnaires and surveys from other agencies are distributed by the Department. Nothing in this section precludes NNU from the right to bargain over conditions of employment under the Statute.

B. Participation in surveys will be voluntary, unless NNU and the Department agree to require participation. RNs will be assured that their responses will be confidential and their anonymity protected, unless NNU and the Department agree otherwise.

C. RNs shall be afforded reasonable duty time and will be relieved from required duties to complete surveys and questionnaires.

D. The results of surveys and questionnaires regarding conditions of employment will be shared with NNU. If a third party conducts a survey and the results are distributed to the Department, the results will be shared with NNU and the bargaining unit.

Section 8: New RN Orientation

A. When there are new RNs, NNU will be afforded the opportunity to make a 60 minute presentation during RN orientation. When NNU meets with new RNs during non-duty time, the Department will not be present. Current VA RNs who are newly appointed to a NNOC NNU-VA bargaining unit position will be afforded the opportunity to attend the 60 minute presentation from a Union representative.

B. The Department will provide NNU with notice of the date, time, and place of the orientation and a list of new RNs including projected work location. The scheduled starting time of the NNU presentation will be coordinated with the local NNU. Any NNU official(s) making the presentation will be allowed official time to make the presentation, if otherwise in a duty status.

C. If a RN misses the scheduled NNU presentation/orientation, NNU will be responsible for coordinating with the Department to provide the RN with the information.

D. NNU officers and/or representatives may introduce themselves to new RNs, including but not limited to, in break rooms, unused patient rooms, nursing stations and the cafeteria.

Section 9: Voluntary Programs

The Department and NNU agree that RN participation in the Combined Federal Campaign, blood donor drives, bond campaigns and other worthy projects will be on a voluntary basis. This does not preclude publicizing such projects and encouraging RNs to contribute and/or participate.

Section 10: RN Exit Interviews

The NNU local will be on the clearance check list in use at each facility for bargaining unit RNs who are leaving employment at the facility.

Section 11: Access to NNU Office

If the Department authorizes any person access to the Union office for any reason (other than cleaning and safety inspection), including a Department official, the local NNU Director will be notified in writing of the reason for the access immediately or as soon as practical thereafter. If a NNU official is on station and available, he/she will be contacted and arrangements made to accompany the person authorized to access the NNU office. If a NNU official is not available, a responsible Department official or an officer from the Police Department will escort the authorized person into the NNU office and stand by until the reason for the access is completed.

ARTICLE 45: FACILITIES AND SERVICES FOR UNION USE

<u>Section 1:</u> Space & Office Equipment

A. The Department recognizes the value of a constructive labor-management relationship and the need for the local NNU to have use of office space. Where space is not presently being provided, it will be provided upon request. The Department agrees to furnish office space to NNU appropriate for carrying out its representational duties in locations easily accessible to RNs and private citizens and of size, furnishings, and decor commensurate with other administrative offices within the facility. Office space shall be sufficiently private to ensure confidentiality to the maximum extent possible. The office(s) shall be of sufficient size for necessary storage of confidential materials.

B. The Department will provide standard office equipment at no cost to NNU. Where current office equipment, space, etc., exceed the minimum listed below there will be no reduction. The parties agree that the use of such equipment is for representational activities consistent with 5 USC Chapter 71 (the Statute). As new technology becomes available, the updates shall be made available to NNU consistent with other administrative offices. Nothing in this Article precludes the local union from requesting additional space and office equipment. The request will not unreasonably be denied.

C. The following is minimum standard office equipment:

1. One locking file cabinet

2. One ergonomic desk with ergonomic office chair and adjustable key board tray/table for each office

3. Two ergonomic visitor chairs

4. One fax machine, with separate fax line

5. One scanner or 3-in-1 color printer, scanner, copier similar to what is currently in use in the facility

6. One telephone line with long-distance capabilities, speaker capabilities, caller ID and voicemail similar to what is currently in use in the facility. Each additional workstation provided will have a separate telephone line with long-distance capabilities, speaker capabilities and voice mail.

7. One up-to-date computer for each workstation provided, with standard up-to-date computer software similar to Word, Excel, PowerPoint, etc. that is available at the local facility, as well as VA network access and electronic

storage necessary for representational duties, including email, VA Intranet (for VA employees) and Internet

8. One photocopier in the NNU office equal to other administrative offices and access to high-volume production equipment, if available in the facility

9. One laser printer (color)

10. One Blackberry for the NNU Chair, up to eight National NNU Officers, and each local NNU Director if requested

11. One laptop with wireless Internet capabilities and access for the NNU-VA Chair. This includes mobile docking station in lieu of a desktop computer if requested. NNU officers will be granted temporary use of a VA laptop with wireless Internet from the local facility on request and subject to local availability

12. One thumb drive or mobile data storage device encrypted for VA use similar to what is currently in use in the facility

13. One bookcase, one wall clock and one literature rack

14. Ability to schedule conference rooms and access to conference space subject to local availability

15. One office multi-purpose cross cutter paper shredder or access to VA secure shredder bins if used at that facility

D. The following conditions will apply to the use of space and equipment:

1. Such use will not damage the space and equipment in question more than normal wear and tear.

2. The space and equipment will be subject to the facility's sanitation and safety inspection program. NNU will coordinate with Facilities Management or equivalent service for access to the office space for cleaning and safety inspection as needed. NNU offices will be on the facility painting and carpet replacement schedules or as needed.

3. If the space and/or equipment are required for immediate needs of the facility, the Department will give NNU a reasonable advance notice (normally 90 days) and bargain with NNU over alternative arrangements.

4. All VA computer equipment use will adhere to established policies/procedures governing computer security and ethics.

5. At the facility where the NNU Chair is located, a separate office with the equipment noted above in Section 1C will be provided. The other national NNU representatives will be given shareable space in the local NNU office, including a separate desk, chair, telephone line, computer, and locking file cabinet. Where feasible, such shareable space will be at least 120 square feet. The officers of NNU may request conference space in accordance with local procedures.

<u>Section 2:</u> Services

A. The services listed in this section are considered to be minimum levels. Where in local facilities more have been negotiated those will not be reduced without negotiation.

B. The following services shall be provided to each local:

1. VA inter-office mail access and a mail stop code

2. Conference rooms made available at no cost when requested in advance, subject to availability

3. Facility audio/visual equipment made available at no cost, subject to availability

4. VANTS access and web/teleconferencing conferencing access similar to what is currently in use in the facility

5. If the facility utilizes reserved parking spaces for supervisory employees, the local facility will work with the local NNU to provide one parking space, in a clearly marked location, reserved for the use of the NNU Local. This request will not be unreasonably denied. The location will be based on patient care requirements and the current availability of such reserved locations. The local parties will discuss the possibility of additional reserved parking spaces.

6. Signage for local NNU offices

7. Inclusion of NNU offices and NNU officers in all directories, as requested

8. Panic alarms will be available in the NNU offices

9. NNU, upon request, will be included on all local mail and distribution groups where bargaining unit RNs are assigned

C. The Department will provide at no cost to NNU routine office supplies.

D. NNU local Directors and National NNU Officers will be integrated into each facility's security, safety and sanitation plan. NNU offices will be secured according to the medical center's key plan.

E. Local NNU officials may use the facility telephone service and government long-distance service for handling representational duties and conducting labor-management relations. NNU will use government long-distance service in a reasonable, prudent, and cost-conscious manner. Additionally, such telephone service, including VANTS, will only be used for representational matters including communications with the Department.

F. At each facility, division and CBOC where there are RNs covered by this Contract, the NNU will be provided at least one locked bulletin board and space on common-use bulletin board(s) on patient care areas where they exist. Additional bulletin boards and locations may be requested locally. The material posted must be clearly identified as that of NNU and must follow related VA regulations regarding bulletin board postings.

G. NNU may use the internal mail/messenger system for regular representational communications consistent with the Statute. NNU shall have use of VA metered mail limited to representational matters consistent with postal regulations. It is agreed that the use of metered mail for mass mailings is inappropriate under this section.

H. The Department will create local and national mail group(s) and drives for NNU upon request. NNU will provide the Department at least one designated NNU official for mail group coordinator privileges for this group(s). NNU will be responsible for populating and maintaining the mail group. It is understood that electronic mail network access will be used for official labor-management communications within the NNU bargaining unit. The parties agree that the use of the electronic mail system will adhere to established policies/procedures governing computer security and ethics.

I. When travel to another location within the jurisdiction of a NNU local is necessary for representational activities consistent with the provisions of this Contract, and the transportation is otherwise being provided to the location for official business, NNU will be allowed access to the transportation on a space-available basis. When travel is approved and a NNU representative uses a privately owned vehicle, travel reimbursement will be pursuant to applicable travel regulations.

J. The Department agrees to provide to RNs a link to the NNU-VA Contract, MOUs, national grievances, and National NNU Officers on the LMR website (http://www.va.gov/lmr/). Additional information regarding NNU-VA is located at the NNU website (NNU - VA). If a local facility maintains an HR website, the parties will discuss the inclusion of NNU information on that website.

Section 3: **Information and Reference Services**

A. The Department will give NNU local and national representatives electronic access to pertinent sections of the United States Code, Code of Federal Regulations, VA Directives and Handbooks and other relevant publications.

B. If the local library has copies of video or audio programs or similar communications vehicles, the local NNU and individual RNs may check them out for viewing, utilizing existing equipment available for that purpose. If education credit is offered for viewing and evaluating such programs, the Department will extend education credit to RNs who verify attendance and submit the required documentation.

Section 4: **Access**

A. When NNU officials and NNU staff visit other facilities for the purpose of representation activity, they will notify the Chief of Human Resources or designee prior to their visit. They will be provided identification as specified in local policy.

B. NNU staff will have access to Union offices and non-work areas of VA facilities.

C. In facilities without designated space for meals or break periods, the Department agrees to cooperate with local NNU officials, upon notice and request, to identify appropriate locations where RNs can spend these non-work periods.

D. The Department will provide space for the purpose of distributing NNU literature. The space will be as agreed upon locally. Distribution of literature on official time will be permitted for representational purposes consistent with the Statute.

E. The Department agrees to provide adequate facilities, with proper advance notice and written request, for membership drives at locations that will provide access to RNs during break and lunch periods. Detailed arrangements will be made at the local level. At a minimum, NNU will be given the use of facilities at least equal to that provided to other organizations/vendors or Department sponsored functions. Membership drives are internal union business and are not an appropriate use of official or duty time.

ARTICLE 46: OFFICIAL TIME

Section 1: Purpose

A. NNU and the Department recognize that good communication is essential for positive constructive relationships. Good communications facilitate and encourage amicable settlement of disputes between RNs and the Department involving conditions of employment.

   1. RNs are vital members of a facility's health care team. As such, all RNs must be able to perform in their RN position and to meet the competencies for that RN position.

   2. Unless specified in this Article, no NNU representative can function as a full-time union representative and no representative can use more than 80% of any official time during the fiscal year. It is the goal that all RNs work at least 20% of their regularly scheduled work time. These amounts will be prorated for the period between the effective date of the Contract and the end of that fiscal year.

   3. It is recommended that NNU representatives spread out their use of official time hours over the course of the fiscal year. NNU representatives will work out official time usage with their supervisors to accommodate both union representational activities and Department assigned duties. The parties recognize that a mutually agreed upon schedule is the recommended method for scheduling official time. Scheduling of RN duties for the end of the fiscal year should be avoided unless it is best for the local facility.

B. No NNU representative shall use official or duty time to conduct internal union business.

Section 2: NNU-VA National Officials

A. The Department shall grant a total of 3 FTEE (6240 hours per year) of Official Time to NNU for allocation to their National Officials to conduct national duties. The Chair NNU-VA and one National NNOC/NNU official may serve in a 100% official time capacity. NNU may determine the remaining allocations but such allocations are subject to the limitations described in Section 1 above.

B. The Department will grant a total of 50% (1040 hours) official time for NNU national safety representative(s). This time / hours will be allocated by the NNU Chair and can be split among multiple representatives. The time may be used at any point in the fiscal year but does not carry over to the next fiscal year.

C. NNU, at the national level, will have an additional 1500 hours of official time to designate to RNs for pre-decisional involvement and management created committees including National Partnership Council (NPC). This time will be allocated by the Chair-NNU by submitting a written request to VACO LMR, if the request did not come from LMR. The additional 1500 hours is on a yearly basis, at the beginning of the fiscal year, and does not carry over from year to year.

   1. VACO LMR will be advised of the pre-decisional involvement or management created committee related to the request. Requests will not be arbitrarily denied but the total time used by the NNU representative may not exceed the allocations in this Article. Once approved, VACO LMR will advise the local facility of the NNU representative being approved for official time. The NNU representative will work with their supervisor to coordinate the release. If release is not possible at the time requested, a mutually agreeable time will be established in a timely manner.

   2. Upon request, VACO LMR will provide to the Chair-NNU the balance of hours.

A. Any national officer or designated national representative will coordinate a suitable arrangement with local management for the scheduling of their national official time.

B. Official Time Support:

   1. When a local elected official is also a national official and is therefore occasionally unavailable to perform local NNU representational functions, it is expected that another local official may be needed to perform such local functions of the unavailable NNU official.

   2. Where it is necessary for a local elected official who is also a national official to delegate a portion of his or her local official time to an alternate:

      a. The alternate will be released to perform representational duties when adequate notice has been given (normally four weeks), direct patient care needs permitting. Emergency request(s) for delegation of time will be fully considered. Upon request, the reason for the denial will be communicated to NNU in writing.

      b. The alternate may need to delegate part or all of his/her local official time to another local official consistent with this Article.

      c. The alternate to whom the official time is delegated must also be delegated full authority to act and make decisions in the absence of the national official and fulfill the duties for which the official time was originally allocated.

d. The process for the delegation of national official time will be coordinated with the appropriate Department official at the local level.

<u>Section 3:</u> Local NNU Officials

A. Official time for Local NNU bargaining units will be as follows:

1. Local official allocations will be consistent with Section 1 above.

2. Each NNU Local is entitled to official time according to the number of RNs in the bargaining unit as follows:

   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
   After 1000, for every additional 100 FTEE, that local would receive an increase of 0.1 FTEE (i.e. 1050 BUE would be at 1.80 FTEE and 1100 BUE would be 1.90 FTEE)

3. 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; during the second full fiscal year, the reduction will be at 50% of the loss, and during the third full fiscal year and following years, the official time allocation will be consistent with the amounts above.

4. The number of bargaining unit RNs represented by that Local Unit as of September 1st of each year will be used to determine the size of the bargaining unit. For the purposes of this section a year is defined as a fiscal year. The time allocated for the first year will be prorated based on the date of execution of this agreement. If this official time is not used, it does not carry over to the following fiscal year.

5. Annually, no later than September 7th, the Department will forward a report of the bargaining unit size by facility to the Chair NNU and a unit report to the local Director.

6. Consistent with Section 1, local official time under this section may be distributed by NNU to as many representatives as they wish but the total allocation may not exceed the above amount. The local NNU Director will supply this information to the local facility no later than October 1.

B. Unless specified in this Article, official time shall be granted in amounts specified by this Article for the purposes of all representational activities, including but not limited to:

1. Communicating about matters covered under this Contract, with RNs, NNU union officials, and Department officials, including pre-decisional involvement and labor-management forums;

2. Preparing and investigating grievances, interviewing witnesses, preparing for arbitration, and meeting with NNU representatives in connection with representational activity;

3. Preparing to represent an employee in a statutory appeal process, including but not limited to, replies to the courts and/or administrative agencies such as FMCS, FSIP, and/or FLRA;

4. Preparing to and participation in mid-term negotiations;

5. Preparing to participate in a FLRA investigation or hearing as a representative of the NNU;

6. Formal discussions;

7. Grievance meetings;

8. Arbitration hearings;

9. Oral and written replies to disciplinary and major adverse actions;

10. Travel associated with a representational activity;

11. Training hours in addition to the hours below.

C. Exceptions to the Local Official Time Allocations:

1. Consistent with the Statute and this Contract, designated NNU representatives will be granted reasonable and necessary time to carry out the following functions:

   a. Term agreement bargaining in accordance with 5 USC 7131(a) and this agreement; and,

   b. Negotiating a Local Supplemental Contract

2. NNU Members will receive official time for providing contract training to the local units consistent with requirements outlined in the Contract Training,

Duration and Distribution Article. This official time will not be counted against any official time allocations in this Article.

3. Official time will be granted to attend facility and VISN level labor-management forums consistent with the Collaboration and Labor-Management Forums Article of this Contract. This official time will be in addition to the amounts granted in this Article.

4. For purposes of labor management training consistent with the Labor-Management Relations Training Article of this Contract, each NNU Local is entitled to additional official time according to the number of RNs in the bargaining unit as follows:

   a. Under 250 RNs – 80 hours per fiscal year

   b. 250 - 500 RNs – 160 hours per fiscal year

   c. 501 or more RNs - 280 hours per fiscal year

   The number of bargaining unit RNs represented by that Local as of September 1st of each year will be used to determine the size of the bargaining unit. For the purposes of this section a year is defined as a fiscal year. These amounts will be prorated for the period between the effective date of the Contract and the end of that fiscal year. If this training time is not used, it does not carry over and may not be used for the representational activities described above. This time is for all associated training hours including travel to and from the training location (if travel is appropriate).

5. The Department and NNU are responsible for managing and scheduling the use of allocated official time effectively. When there is a genuine need for additional official time, the Department may grant, upon request, additional official time for participation in committees and other requested management meetings/assignments. When granted, the parties will work out the amount of time actually needed and the union will demonstrate the amount of time necessary. The Department will track such requests, and when granted, the amount of official time used. This section is not intended to avoid using official time allocated in this Article.

<u>Section 4:</u> Official Time Usage

A. The parties recognize that a mutually agreed upon schedule is the recommended method for scheduling official time. Although official time allocated in Section 3A can be used in a regularly scheduled fashion or as needed (i.e. bank time), the parties recognize that establishment of bank time will best serve to cover

representational needs during the year. The use of fixed scheduling with no bank time does not address the unplanned or unexpected representational needs.

B. NNU Representatives and local management may choose to schedule usage of official time on some regular basis, provided that the scheduling does not conflict with the terms of this Contract. NNU representatives will work out official time usage with their supervisors to accommodate both NNU representational activities and Department assigned RN duties.

C. If official time is not scheduled on a regular basis, NNU representatives are required to request and arrange official time with the appropriate Department officials in advance for their usage of official time. This usage will be recorded. If a valid operational need of the Department would not permit the NNU representative to use the official time when requested, another occasion will be determined, keeping in mind the interests of NNU and RNs as well as the needs of the Department. No undue delay should result from these efforts nor will either party be compromised in the exercise of their rights by such efforts. If scheduled and cancelled, the official time can be returned to the bank or NNU may make arrangements to transfer the official time and have a different representative perform the function.

    1. When bank official time is requested, the supervisor will be advised of the general purpose of the request, how the NNU representative may be contacted and the estimated time of return. Requests will not be arbitrarily denied.

    2. Prior to canceling prescheduled official time, the Department will make reasonable efforts to provide coverage so as not to necessitate the need to cancel the official time. If it is necessary to cancel official time, the Department will provide a written explanation to NNU, upon request. If cancelled, the parties will work to timely reschedule cancelled official time and unused official time will be returned to the available bank allocation.

    3. The NNU representative will notify the appropriate Department official when he/she returns to duty.

    4. If the NNU representative will be delayed beyond the estimated time, he/she will notify the immediate supervisor to request additional needed time, which will not be arbitrarily denied. If granted, the supervisor will also be notified of the time of return.

D. Additional specifics regarding local arrangements of official time may be negotiated locally. This includes but is not limited to scheduling of fixed official time, release to perform official time duties, the specific process and/or form for requesting and tracking official time, and the transfer of official time.

E. Consistent with the RN Rights Article and the Facilities and Services for Union Use Article of this Contract, NNU representatives may visit work areas as part of their representational duties consistent with the Statute and this Contract. Patient privacy must be respected at all times and the representative will not cause any disruption to the work area.

F. Leave usage, such as sick and annual leave, should not count against official time allocations.

Section 5: Travel

A. Official time is appropriate for travel when representational duties or scheduled meetings are required at another location.

B. NNU officials on Department approved travel are entitled to travel and per diem when appropriate, consistent with the Federal Travel Regulations.

Section 6: Performance Evaluation

The use of official time, in accordance with this Contract, will not adversely affect an RN's proficiency report.

Section 7: Return to Staff RN Duty of Union Officials

A. Reassignment and/or return to a RN position will be consistent with 38 USC 7422.

B. This section covers NNU representatives previously serving in a 100% official time capacity who are returning to a RN position. The RN can request to return to the same or similar position of responsibility that he/she previously occupied as a RN. The Department will make reasonable efforts to return the RN to a same or similar position, based upon the skills of the RN and valid operational needs of the Department. If no position is requested, the Department will place the RN in a position based upon the skills of the RN and the needs of the Department.

C. Additionally, the RN can request to return to the same tour of duty that the RN served in. When requested, the Department will make reasonable efforts to return the RN to the same tour of duty, based on valid operational needs of the Department. If no tour of duty is requested, the Department will place the RN in a position based upon the skills of the RN and the needs of the Department.

D. The Department will provide orientation, education and/or training consistent with the Professional Development and Education Article of this Contract.

E. Issues arising from this section may be addressed by the Chair NNU-VA by discussion with VACO LMR.

F. The NNU Official has the same right of any RN to apply and be selected for other position(s) for which they are qualified, consistent with this Contract.

ARTICLE 47: GRIEVANCE PROCEDURE

Section 1: Definitions

A. A grievance under 5 USC 7103(a)(9) means any complaint by a RN concerning any matter relating to the employment of the RN; by NNU concerning any matter relating to employment of a RN; or by an RN, NNU or the Department concerning the effect or interpretation, or a claim of breach of this Contract; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

B. This Article shall not govern a grievance concerning:

   1. Exclusions listed in 5 USC 7121(c):

      a. Any claimed violation of subchapter III of Chapter 73 of Title 5 (relating to prohibited political activities);

      b. Retirement, life insurance, or health insurance;

      c. A suspension or removal under 5 USC 7532;

      d. Any examination, certification, or appointment.

   2. The rating of the proficiency

   3. Decisions of the Nurse Professional Standards Board (including reconsiderations)

   4. Notices of proposed actions

   5. Separation of RNs on probationary and/or time-limited appointments

   6. Any disciplinary or major adverse action involving professional conduct or competence

   7. Any matter or question concerning or arising out of 38 USC 7422

Section 2: Election of Grievance Procedure

A. As dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on a RN's good standing, performance, loyalty, or desirability to the VA. The mere filing of a grievance will not reflect negatively on the Department or NNU.

B. As provided for in 5 USC 7121 and 38 USC 7461, the following actions may be filed either under an applicable statutory procedure (i.e., the agency grievance procedure, unfair labor practice (ULP) or EEO procedures) or the negotiated grievance procedure on the same issue, but not both:

   1. Disciplinary actions that do not involve professional conduct or competence (38 USC 7461(b)(2)), major adverse actions that do not involve professional conduct or competence (38 USC 7463), and other grievances, and/or

   2. Discrimination (5 USC 2302(b)(1)).

C. Nothing in this Contract shall constitute a waiver of any further appeal or review rights permissible under 5 USC Chapter 71.

D. RNs shall be deemed to have exercised the option referred to in this section when they timely initiate an action under the applicable statutory procedure or file a timely grievance in writing under the negotiated grievance procedure, whichever event occurs first. Discussions between a RN and an EEO Counselor at the informal stage would not preclude a RN from opting to select the negotiated grievance procedure if the grievance is otherwise timely. For purposes of an EEO action, the time limit for filing a grievance should be extended in writing if the additional time may help facilitate the resolution of the RN's complaint or contribute to a full and complete investigation of the facts.

Section 3: Jurisdiction

A. If either party considers a grievance nongrievable or nonarbitrable, the original grievance will be considered amended to include this issue. The two issues will be adjudicated separately. When the Secretary has determined an issue to be exempt from the grievance procedure under 38 USC 7422, an arbitrator has no jurisdiction over that issue. When a request for a 7422 decision has been made, the arbitration will be stayed pending the issuance of the decision.

B. This provision is for informational purposes only and is excluded from collective bargaining. If Department managers and management staff believe that a matter may be excluded from collective bargaining or the grievance procedure under 38 USC 7422 because the matter covers, or has any applicability to, any matter or question concerning or arising out of (1) professional conduct or competence, (2) peer review, or (3) the establishment, determination, or adjustment of RN compensation, they may explain and discuss their rationale with NNU and provide information as appropriate. Only the Secretary, or designee, has the authority to decide whether an issue is excluded from collective bargaining or the grievance procedure under 38 USC 7422. Consistent with VA Handbook 5023, and any revisions thereto, if the Department submits a request to the Secretary to have a matter excluded from collective bargaining or the grievance procedure,

NNU should be afforded the opportunity to formally submit NNU's written position on the matter.

Section 4: Representation

A. The only representative a RN may have under this negotiated grievance procedure is a NNU representative approved in writing by NNU. A RN may pursue a grievance under the negotiated procedure without NNU representation, but NNU may elect to attend each grievance step. NNU will be provided notice when any grievance under the negotiated grievance procedure is filed, as well as given notice of each meeting when a RN chooses not to be represented.

B. Reasonable time during work hours will be allowed for RNs to discuss, prepare for, and present grievances, including attendance at meetings with management officials concerning the grievances.

Section 5: Informal Resolutions

A. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis, if the RN, NNU and the Department agree.

B. The parties may use alternative dispute resolution to settle grievances.

C. The parties agree that grievances will be settled at the lowest possible level. RNs are encouraged to informally discuss issues of concern to them with NNU and/or their supervisors at any time.

D. RNs and/or NNU may request to talk with supervisors and other appropriate Department officials about items of concern without filing a formal grievance if they choose.

Section 6: Grievance Procedure

A. Any grievance must state, in detail, the basis for the grievance, including the specific contract provision, policy, handbook, directive or law, etc., allegedly violated by that action and the corrective action desired.

B. When information is requested by NNU to assist in processing the grievance, the Department will provide information consistent with 5 USC 7114(b)(4) and to the extent not prohibited by law.

C. When a RN or NNU file a local grievance, the following steps will be followed:

Step 1: The RN and/or NNU shall present the grievance to the immediate or acting supervisor in writing within 30 calendar days of the date that the RN or

NNU became aware or should have become aware of the act or occurrence or anytime if the act or occurrence is of a continuing nature. Situations caused by actions which were taken or occurred on one specific date are not considered continuing violations despite any continuing effects they may have. The supervisor or designee will meet with the RN and/or NNU, upon request, to attempt to resolve the grievance and fully understand the nature of the grievance. A written answer will be provided within 14 calendar days of receipt of the grievance. If the Department fails to respond within 14 days, NNU may advance the grievance to the next step.

Step 2: If the grievance is not satisfactorily resolved at Step 1, it must be presented to the Associate Director for Patient Care Services (ADPCS), i.e., Chief Nurse Executive (CNE), or designee in writing, within 15 calendar days of the Step 1 supervisor's decision. The ADPCS, i.e., CNE, or designee will meet with the RN and/or NNU, upon request, to attempt to resolve the grievance and fully understand the nature of the grievance. A written answer will be provided within 10 calendar days of receipt of the grievance. If the Department fails to respond within 10 days, NNU may advance the grievance to the next step.

Step 3: If the grievance is not satisfactorily resolved at Step 2, the RN or NNU shall submit the grievance to the Director, or designee, in writing, within 15 calendar days of receipt of the Step 2 decision. The Director or designee will meet with the RN and/or NNU, to attempt to resolve the grievance and fully understand the nature of the grievance. A written answer will be provided within 10 calendar days of receipt of the grievance. If the Department fails to respond within 10 days, NNU may advance the grievance to the next step.

Step 4: If the grievance is not satisfactorily resolved in Step 3, the grievance may be referred to arbitration.

Section 7: Matters Related to the Grievance Procedure

A. At any step of the negotiated grievance procedure, when any management deciding official designates someone to act on his/her behalf, that designee will have the complete authority to render a decision at that step and will render the decision. The designee will never be someone who decided the issue at any previous step.

B. The grievance may be resolved at any step in the procedure.

C. Grievances should normally be resolved at the lowest level possible. However, a grievance may be more appropriately initiated at the second or third step of the procedure when:

   1. Disciplinary action is taken by a Service Chief or higher level;

2. The supervisor at the lower level clearly has no authority to resolve the issue;

3. NNU grieves an action of a management official other than a Step 1 supervisor; or

4. The Department files a grievance against NNU.

D. When a grievance is initiated at a higher step, the time limits of Step 1 will apply.

E. Department-initiated grievances at the local level shall be filed with the NNU local union Director or designee and shall constitute Step 3 of the negotiated grievance procedure. Such grievance must be filed within 30 calendar days of the act or occurrence or when the Department became aware of, or should have become aware of, the act of occurrence. The time limits for the meeting and response will be 14 calendar days.

Section 8: Time Extensions

Time limits at any step of the grievance procedure may be extended by mutual agreement in writing prior to the expiration of the time limit. Requests for an extension of time will not be unreasonably denied by either party.

Section 9: Multiple Grievances

Multiple grievances over the same issue may be initiated as either a group grievance or as single grievances at any time during the time limits of Step 1. Grievances may be combined and decided as a single grievance at the later steps of the grievance procedure by mutual consent.

Section 10: Failure to Respond

A. Should the moving party fail to comply with the time limits in this Article, unless an extension has been granted, at any step set forth in this Contract, the grievance is dismissed.

B. Should the responding party fail to comply with the time limits in this Article, unless an extension has been granted, the grievance may be advanced to the next step.

Section 11: National-Level Grievances

A. A national-level grievance is a grievance that affects two or more facilities or is a matter that the facility Director does not have the authority to resolve.

B. Grievances between the Department and NNU at the national level shall be filed by the aggrieved party as follows:

1. Within 45 calendar days of the act or occurrence or within 45 days of the date the party became aware of or should have become aware of the act or occurrence or at any time if the act or occurrence is continuing, the aggrieved party may file a written grievance with the other party. Situations caused by actions which were taken or occurred on one specific date are not considered continuing violations despite any continuing effects they may have.

2. Upon receipt of a grievance, the parties will meet (in person, telephonic, or by other remote teleconference) and communicate with each other in an attempt to resolve the grievance. A final written decision, including any position on grievability or arbitrability, must be rendered by the respondent within 45 days of receipt of the grievance. If a decision is not issued in 45 days or if the grieving party is dissatisfied with the decision, the grieving party may proceed to arbitration. The time limits may be extended by mutual agreement in writing prior to the expiration of the time limit.

ARTICLE 48: ARBITRATION

Section 1: General

A. Only NNU or the Department may refer to arbitration any grievance that remains not satisfactorily resolved after the final step under the procedures of the Grievance Procedure Article.

B. Questions of arbitrability or grievability which cannot be resolved by NNU and the Department shall be referred to arbitration for decision. The arbitration process shall be bifurcated where either party asserts that the issue(s) is non-arbitrable or non-grievable.

C. Official notices as required by this article may be by email or other formal written communication. This is not meant to inhibit verbal communication in an effort to resolve the issues.

Section 2: Notice to Invoke Arbitration

A notice to invoke arbitration shall be made in writing to the opposite party within 30 calendar days after receipt of the written decision rendered in the final step of the grievance procedure. Failure of the moving party to invoke arbitration within 30 calendar days will constitute termination of the grievance unless the parties mutually agree to allow the grievance to continue.

Section 3: Arbitration Procedure

A. Within 10 calendar days from the date of the notice to invoke arbitration, the moving party will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven impartial persons to act as an Arbitrator. A copy may be requested by the other party if timeliness is in question. Failure of the moving party to request a panel from the FMCS will constitute termination of the grievance unless the parties mutually agree to allow the grievance to continue.

    1. By mutual agreement NNU and the Department may agree to use an Arbitrator outside of the FMCS list.

    2. If using the FMCS list, NNU and the Department will meet within 10 calendar days after receipt of such list to select an Arbitrator (this may be done by telephone). Failure of the moving party to agree to meet within this time frame will constitute termination of the grievance unless the parties mutually agree to allow the grievance to continue. Should the other party fail to meet within 10 days, the moving party may unilaterally select an Arbitrator. On the agreed upon date, the parties will alternatively strike one potential Arbitrator's name from the list of seven and repeat this procedure until one name remains. The

remaining person will be the duly selected Arbitrator. The parties will choose lots to determine who strikes the first name.

3. Following the selection, the moving party will, within seven calendar days, notify the FMCS of the name of the Arbitrator selected. A copy of the notification will be served on the other party. Failure of the moving party to notify the FMCS within seven calendar days will constitute termination of the grievance unless the parties mutually agree to allow the grievance to continue.

4. When the selected Arbitrator notifies NNU and the Department of his/her availability to conduct the hearing, NNU and the Department will confer within seven calendar days or at a mutually agreeable date, to reach agreement on the hearing date. The Arbitrator will be promptly notified of the date.

5. The arbitration hearing date must be scheduled (but not necessarily held) within 90 days from the date the Arbitrator was selected or the grievance will be considered terminated. An exception to this time period will be made by mutual consent to extend the timeframes. Additionally, an exception will be made for inability on the part of the Arbitrator to provide a hearing date. Should the Department refuse to participate in scheduling the arbitration within the 90 day period, NNU may unilaterally schedule the arbitration hearing date. If a mutually agreeable date is not readily available for the selected Arbitrator, NNU and the Department may elect to use another Arbitrator.

6. Prior to the arbitration date, the parties will attempt to prepare a joint statement of the issue(s). If no agreement is reached, each party will submit its own statement of the issues, at least seven calendar days prior to the arbitration date for the Arbitrator's consideration. In case of disagreement, the Arbitrator will determine the final statement of the issues.

7. If either party considers a grievance nongrievable or nonarbitrable, the original grievance will be considered amended to include this issue. Grievability or arbitrability will be adjudicated by the Arbitrator prior to the arbitration hearing. A final decision on grievability or arbitrability will be rendered by the Arbitrator at least fifteen calendar days prior to the scheduled arbitration date. The Arbitrator may schedule pre-hearing conferences, require written submissions from the parties, or take other actions necessary to reach a complete understanding of the parties' claims of nongrievability or nonarbitrability. The Arbitrator may not schedule in person face-to-face meetings to resolve a claim of nongrievability or nonarbitrability.

B. The procedures used to conduct an arbitration hearing shall be determined by the Arbitrator. All witnesses necessary for testifying at the arbitration will be on duty time if otherwise in a duty status. With at least six weeks advance notice

from NNU, the Department will arrange necessary witnesses' schedules and place them on duty during the arbitration hearing whenever practical. Participating witnesses will be allowed a reasonable amount of official time to prepare for arbitration and to participate in the arbitration hearing.

C. The Arbitrator's fees and expenses, including the panel request fees, and transcript fees shall be borne equally by NNU and the Department. The parties will share equally the costs of the use of a court reporter. If the Department requests a transcript the Department will pay the cost of preparing and copying the arbitration transcript. If the Union requests a transcript the Union will pay the cost of preparing and copying the arbitration transcript. Upon mutual cancellation of the arbitration (i.e., settlement), NNU and the Department shall bear equally any cancellation fee. If one party cancels the arbitration and a cancellation fee is required, that party will be responsible for the total fees for the Arbitrator.

D. For single station local grievances, the site normally will be the facility where the grievance exists. At the local's request, another site may be designated upon mutual agreement. If another site is used based on the local’s request, the local will pay the cost of the site. For national grievances normally the hearing will be held in Washington, D.C. unless NNU and the Department mutually agree to another site.

E. The Arbitrator's decision shall be final and binding. However, either party may file an exception to the Arbitrator's award in accordance with applicable law and regulations. The Arbitrator will be requested to render a decision within 45 days. Any dispute over the interpretation of an Arbitrator's award shall be returned to the Arbitrator for settlement, including remanded awards. The Arbitrator shall have no authority to alter, amend, add to or subtract from the contract. The Arbitrator shall be bound by and must comply with all terms of the contract.

F. The Arbitrator has full authority to award appropriate remedies, including reasonable legal fees and costs to the extent authorized by applicable statutory and regulatory authorities.

G. Nothing shall prevent the use of the Arbitrator for mediation if mutually agreed upon by NNU and the Department.

H. Visitors and observers will be allowed to attend and observe arbitration proceedings if mutually agreed upon by NNU and the Department and the Arbitrator.

I. NNU and the Department will pay 100 percent for the fees, travel, per diem and expenses for their representatives.

J. NNU and the Department will furnish names of any witnesses and representatives, their installation and work location, if not located at the hearing

site, to the other party at least 10 workdays in advance of the arbitration. If witnesses are added to the list after the 10 day deadline, the other party will be informed in writing immediately. When witnesses are outside a 200-mile radius, NNU and the Department will attempt to obtain testimony without requiring witness travel.

Article 49: Dues Deduction

Section 1: Eligibility

A. Any bargaining unit RN may have dues deducted through payroll deductions. Such deductions will be discontinued when the RN leaves the unit of recognition, ceases to be a member in good standing of NNU, or submits a timely revocation form under the procedures of this Article.

B. RNs that are placed in training assignments in the bargaining unit of 90 days or less shall remain as members of the unit of recognition and eligible for dues deduction.

Section 2: NNU Responsibilities

A. NNU agrees to inform the Department, in writing, of the following:

1. The dues amount(s) or changes in the dues amounts;

2. The names of the NNU officials responsible for certifying each RN's authorization form, the amount of dues to be withheld, and changes in allotments; and,

3. The name and address of the payee to whom the remittance should be made.

B. NNU agrees to promptly forward completed and certified form(s) to the appropriate Department office via facsimile or other secure appropriate manner, such as encrypted email.

C. The local NNU Director or designee will notify the Department immediately of issues regarding dues deduction.

Section 3: Department Responsibilities

A. It is the responsibility of the Department to:

1. Complete the processing of voluntary allotments of dues in accordance with this Article and in amounts certified by NNU within two weeks of receipt of a properly certified authorization form;

2. Withhold RN dues on a bi-weekly basis;

3. Transmit copies of the remittance list via email to the NNU national office and one other location as specified by NNU, at the end of each pay period.

4. Transmit copies of the bi-monthly anniversary report via email to each NNU local and the NNU national office at the end of each pay period. The anniversary report will be an Excel document and will include: RN name, pay period, station, duty station, city, code, option, employee ID, dues amounts, T&L Unit, work schedule (full-time/part-time), separation date and anniversary date.

B. Electronic transfer of funds will be authorized for the transmittal of NNU dues.

Section 4: Procedures for Withholding

A. Bargaining unit members wishing to have his/her dues withheld by payroll deduction will submit his/her completed SF-1187s or the NNU Dues Deduction Form to NNU designated officials. A NNU official will certify the form and include the amount of dues to be withheld.

B. The certified SF-1187 or the NNU Dues Deduction Form will be forwarded to the appropriate VA office for processing. Dues withholding will become effective at the beginning of the next pay period if received in the appropriate VA office at least three workdays prior to the beginning of that pay period.

C. Questions concerning whether an RN is in the unit of recognition and eligible for payroll deduction of NNU dues will be resolved through consultations between the Human Resource Manager or designee and local NNU officials and/or through a unit clarification petition. In the event a clarification of unit petition is filed, the RN's dues will be withheld pending a decision on the petition.

Section 5: Changes in Dues Amount

A. At any time there is a change in dues structure, the designated national NNU official will send a memorandum to the appropriate Department official noting the amount of the change.

B. The new amount will be deducted starting the first pay period following receipt by the Fiscal Officer unless a later date is specified.

C. The memorandum must be signed by one of the national NNU officials designated to certify dues withholding amounts.

Section 6: Revocation

A. Consistent with 5 USC 7115(a), RNs may revoke his/her dues withholding only once a year, on the anniversary date of his/her original allotment, by submitting a timely SF-1188. The SF-1188 is available on the VA web site.

B. NNU will inform RNs that:

1. Dues withholding may be revoked by submitting a SF-1188 to the Department within a 21 calendar day period prior to the anniversary date of the RN's signature as indicated on the SF-1187.

2. If a request for revocation is not submitted within the timeframe cited above, the authorization will continue for additional one year periods on each anniversary of the date a SF-1187 was signed.

3. In order for the SF-1188 to be timely, it must be submitted to the Department between the anniversary date of the effective date of the dues withholding and 21 calendar days prior to the anniversary date.

C. Upon request from a RN, the Department will process SF-1188s in accordance with the terms and conditions specified on SF-1187s and this Article. The Department will return SF-1188s or equivalent if not timely filed. The Department will forward to the designated NNU representative(s) copies of processed SF-1188s received directly from RNs.

<u>Section 7:</u> Continuation of Dues

A. When a RN has dues temporarily stopped, or is detailed/temporarily promoted out of the bargaining unit, NNU dues withholding will restart automatically when the RN returns to the bargaining unit, with reinstatement of the RN's original anniversary date.

B. Anytime Department officials request the Fiscal Office in writing to discontinue a RN's dues withholdings because the RN has left the unit of recognition (i.e., promotion and reassignment), a copy of such request shall be provided to NNU. Where a dispute arises over whether or not the person has left the unit and eligible for payroll deduction of NNU questions will be resolved through consultations between the Human Resource Manager or designee and local NNU officials and/or through a unit clarification petition. In the event a clarification of unit petition is filed, the RN's dues will be withheld pending a decision on the petition.

<u>Section 8:</u> Costs

All payroll deductions and transmittals will be made at no cost to NNU.

<u>Section 9:</u> New Position Determination

If any RN who is on dues deduction is selected for a new, non-supervisory position and NNU and the Department do not agree on whether a position is in the bargaining unit, the RN will remain on dues deduction until the matter is resolved.

ARTICLE 50: MID-TERM BARGAINING

Section 1: General

A. The purpose of this Article is to establish a complete and orderly process and ground rules to govern mid-term negotiations at the National, Intermediate and Local levels.

B. When the Union demands to bargain as a result of Department initiated changes in working conditions of bargaining unit employees that triggers a duty to bargain under the Statute, the Department will bargain as appropriate at the level defined by this Article.

C. The level at which bargaining occurs will be determined by the organizational level where the change is being proposed.

   1. If the change is proposed at the National level the change will be negotiated with NNOC/NNU-VA at the national level.

   2. If the change is proposed at the intermediate (VISN) level, notice will be given to the designated NNOC/NNU-VA National representatives.

   3. If the change is proposed at the local level the change will be negotiated at the local level.

   4. At each level described above, the Union will designate two representatives who will receive all notices as outlined in this Agreement. The designation(s) will include the name, business address, email address, and all VA phone numbers, including cell phone numbers issued by the Department.

D. Recognizing that the NNOC/NNU-VA Master Contract cannot cover all subjects, it is understood that mid-term agreements may include substantive bargaining on all subjects not covered in the NNOC/NNU-VA Master Contract.

Section 2: National Bargaining and Ground Rules

A. The Department will forward a notification of all proposed changes for which there is a statutory bargaining obligation to the Chair NNOC/NNU-VA and a second designated national representative, along with copies of all relevant documents to explain the change. Service will be done electronically. The date of receipt for electronic notices will be three business days following the date the electronic notice was sent.

B. Once the notice has been delivered pursuant to Section 2A, the following time limits will apply:

1. NNOC/NNU-VA shall have 15 calendar days from the date of receipt of a notification described in Section 2A above to request a briefing and 30 calendar days from the date of receipt of the notification described in Section 2A above to request bargaining. If NNOC/NNU-VA has not requested bargaining within this time frame, the Department may implement the proposed change. This does not preclude the parties from discussion post-implementation.

2. The Department will have seven calendar days from the briefing request described in Section 2B1 above to arrange the briefing, subject to the availability of appropriate officials needed to provide/receive the briefing or consultation.

3. NNOC/NNU-VA will have 30 days from the receipt of the notice of proposed change or briefing if one was provided to forward a complete set of written proposals to the designated Department official authorized to negotiate. The proposals will address the substance or impact of the change as appropriate and will not address unconnected matters unrelated to the proposed change.

4. Upon receipt of the written proposals, the parties will begin negotiations within 30 calendar days.

    a. If NNOC/NNU-VA has not submitted written proposals within the time frame in Section 2B3, the Department may implement the proposed change. This does not preclude the parties from discussion post-implementation.

    b. Within this 30 day period, the parties will initially attempt to reach agreement by negotiating by telephone or other virtual technology (for example V-Tel or Live Meeting). Telephone negotiations will normally be for up to two (2) hours per call, commencing at a mutually agreeable time and continuing for no more than two (2) calls unless mutually agreed upon by the NNOC/NNU-VA and VA. If NNOC/NNU-VA and VA are unable to reach agreement through this effort, negotiations will proceed face-to-face. Such bargaining will ordinarily take place in the Washington, DC area unless otherwise mutually agreed upon. Upon request the Department will provide access to the appropriate equipment to enable the designated NNOC/NNU-VA representatives to participate in the negotiations.

5. Face-to-face bargaining at the national level will not usually exceed five working days. The five workday period is to include necessary travel, preparation, and actual bargaining. This time period may include mediation. The parties will bargain in good faith to reach agreement as expeditiously as possible. The parties may agree to reasonable extensions of time for complex issues provided that the total time does not cause an unreasonable delay or

unreasonably impede the Department from making the change(s) in a timely manner.

6. Extensions or reductions of any time periods will be by mutual agreement.

C. Each party may have up to six negotiators for telephone negotiations and up to six negotiators for face-to-face negotiations. The number of negotiators may, by mutual agreement, be increased or decreased based on the complexities and/or number of issues to be negotiated. The parties will exchange the names of the bargaining team members for the specific issue(s) to be discussed prior to the beginning of bargaining. This does not preclude the attendance of experts by mutual consent of the parties.

D. For face-to-face negotiations, travel and per diem will be paid for four NNOC/NNU bargaining team members by the Department, pursuant to the Federal Travel Regulations. The number of NNOC/NNU bargaining team members for whom travel and per diem will be paid may be changed by mutual agreement. Normally, the Department will furnish VA space and equipment for these negotiations.

E. Face-to-face bargaining sessions will be for eight and a half hour days at mutually agreeable times, which will include a break for lunch. However, the parties, by mutual agreement, may extend or shorten such bargaining sessions as necessary. The parties may agree to utilize Alternate Dispute Resolution mechanisms.

F. 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. The notes may be taken on a non-voice activated electronic device unless required by disability of a team member.

G. Either party requesting a caucus will leave the bargaining room to caucus in a room provided by the Department. There is no limit on the number of caucuses which may be held but each party will make every effort to restrict the number and length of caucuses.

H. Cell phones and other electronic devices will be placed on vibrate mode.

I. The Chief negotiator for each party will initial each clause as tentatively agreed. There is no agreement until all proposals have been initialed or withdrawn.

J. These ground rules do not preclude the development and use of more specific ground rules by mutual agreement and as needed by circumstances and complexity of the issues.

K. The Department retains the right to modify, withdraw, or add to any interests, concerns, or proposals they may have discussed or exchanged earlier related to the proposed change.

L. National memorandums of understanding will be available electronically. The Department will electronically distribute copies of all MOUs to each local facility and local NNOC/NNU-VA.

M. The Parties agree that when any changes in statutory law that conflict with this Contract occur, the Department will notify the Union in writing. The Parties will meet within 30 calendar days after notice was provided to negotiate over the appropriate arrangements and procedures regarding changes that impact the Contract.

Section 3: Intermediate Level Bargaining and Ground Rules

Bargaining at the intermediate level will follow the procedures outlined in Section 2. The location for face-to-face negotiations will be mutually determined. The parties will make reasonable efforts to use bargaining team members from the geographic area of concern. Unless changed by mutual agreement, no more than four NNOC/NNU-VA negotiators will be utilized. The Department will pay for travel for up to three NNOC/NNU-VA negotiators.

Section 4: Local Level Bargaining and Ground Rules

A. The Department will forward a notification of all proposed changes for which there is a statutory bargaining obligation to the NNOC/NNU-VA Local Director and a second designated local representative, (could include NNOC NNU Labor Representative) along with copies of all relevant documents to explain the change. Service will be done electronically. The date of receipt for electronic notices will be three business days following the date the electronic notice was sent.

B. Once notice is given to the NNOC/NNU-VA representatives pursuant to Section 4A, the local may either request a briefing or demand to bargain.

    1. If NNOC/NNU-VA chooses to request a briefing, it must do so within fifteen days of the receipt of the notice.

        a. The Department will have seven calendar days from the briefing request to arrange the briefing, subject to the availability of appropriate officials needed to provide/receive the briefing or consultation.

        b. After the briefing, NNOC/NNU-VA will have ten days to demand to bargain and submit proposals to the Department.

c. Once proposals are received by the Department, the bargaining will begin within seven days.

d. Face-to-face bargaining will not usually exceed five working days. The five workday period is to include necessary travel, preparation, and actual bargaining. This time period may include mediation. The parties will bargain in good faith to reach agreement as expeditiously as possible.

e. The parties may agree to reasonable extensions of any of the above time frames provided that the total time does not cause an unreasonable delay or unreasonably impede the Department from making the change(s) in a timely manner.

f. If NNOC/NNU-VA has not requested bargaining within this time frame, the Department may implement the proposed change. This does not preclude the parties from discussion post-implementation. Every effort will be made by NNU to request the briefing and bargaining in the earliest time frame.

2. If NNOC/NNU-VA chooses to demand to bargain without requesting a briefing, they must submit a demand to bargain and a complete set of proposals within thirty calendar days.

a. Once proposals are received by the Department, the bargaining will begin within seven days.

b. Face-to-face bargaining will not usually exceed five working days. The five workday period is to include necessary travel, preparation, and actual bargaining. This time period may include mediation. The parties will bargain in good faith to reach agreement as expeditiously as possible.

c. The parties may agree to reasonable extensions of any of the above time frames provided that the total time does not cause an unreasonable delay or unreasonably impede the Department from making the change(s) in a timely manner.

d. If NNOC/NNU-VA has not requested bargaining within this time frame, the Department may implement the proposed change. This does not preclude the parties from discussion post-implementation. Every effort will be made by NNOC/NNU-VA to request the briefing and bargaining in the earliest time frame.

C. Each party may have up to four negotiators. The number of negotiators may by mutual agreement be increased or decreased based on the complexities and/or number of issues to be negotiated. The parties will exchange the names of the bargaining team members for the specific issue(s) to be discussed prior to the

beginning of bargaining. This does not preclude the attendance of experts by mutual consent of the parties.

D. The Department will furnish VA space and equipment for these negotiations.

E. Face-to-face bargaining sessions will be for eight and a half hour days at mutually agreeable times, which will include a break for lunch. However, the parties, by mutual agreement, may extend or shorten such bargaining sessions as necessary. The parties may agree to utilize Alternate Dispute Resolution mechanisms.

F. 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. The notes may be taken on a non-voice activated electronic device unless required by disability of a team member.

G. Either party requesting a caucus will leave the bargaining room to caucus in a room provided by the Department. There is no limit on the number of caucuses which may be held but each party will make every effort to restrict the number and length of caucuses.

H. Cell phones and other electronic devices will be placed on vibrate mode.

I. The Chief negotiator for each party will initial each clause as tentatively agreed. There is no agreement until all proposals have been initialed or withdrawn.

J. These ground rules do not preclude the development and use of more specific ground rules by mutual agreement and as needed by circumstances and complexity of the issues.

K. NNOC/NNU-VA and the Department retain the right to modify, withdraw, or add to any interests, concerns, or proposals they may have discussed or exchanged earlier related to the proposed change.

L. Local memorandums of understanding will be available electronically.

ARTICLE 51: LOCAL SUPPLEMENTAL CONTRACTS, MEMORANDA OF UNDERSTANDING AND AGREEMENTS

1. Local supplemental agreements (LSAs) in existence prior to the effective date of the successor agreement to the 2012 Master Agreement (the "Contract") will terminate upon the effective date of the Contract, except as provided in Section 2 below.

2. Should a party wish to have any LSA in existence prior to the Contract continue in existence then such request shall be made by providing a copy of that LSA to VHA WMC 106A (VHA106AWMCHRM@va.gov) and NNOC/NNU, along with their request, within 60 days from date this Contract becomes effective. The parties will then attempt to negotiate a successor agreement. Should a successor agreement not be reached within seven (7) months from the end of the initial 60-day period, then the parties shall submit all outstanding agreements in dispute to the FMCS for mediation within 30 days of the end of the 7-month negotiation period. The parties must engage in a minimum of one mediation session, after which either party may declare impasse. Should the parties reach impasse during mediation, then the mediator shall issue any mediator report/supposals. The impasse shall then be submitted to FSIP for resolution. To the extent the LSA does not conflict with the Contract or violate any existing law, rule or regulation, the LSA will remain in effect until the parties have reached an agreement or the FSIP has made a decision.

3. Local MOUs that were previously bargained based on the 2012 Master Agreement will remain in effect to the extent that their terms are not in conflict with the Contract or in violation of existing law, rule or regulation.

4. All other local MOUs in existence prior to the Contract will terminate upon the effective date of the Contract, except as provided in Section 5.

5. Should a party wish to have any local MOU in existence prior to the Contract continue in existence then such request shall be made by providing a copy of that MOU to VHA WMC 106A (VHA106AWMCHRM@va.gov) and NNOC/NNU, along with their request, within 90 days from date this Contract becomes effective. The parties will then attempt to negotiate a successor agreement. Should a successor agreement not be reached within nine (9) months from the end of the initial 90-day period, then the parties shall submit all outstanding agreements in dispute to the FMCS for mediation within 30 days of the end of the 9-month negotiation period. The parties must engage in a minimum of one mediation session, after which either party may declare impasse. Should the parties reach impasse during mediation, then the mediator shall issue any mediator report/supposals. The impasse shall then be submitted to FSIP for resolution. To the extent the MOU does not conflict with the Contract or violate any existing law, rule or regulation, the MOU will remain in effect until the parties have reached an agreement or the FSIP has made a decision.

6. National MOUs will continue in effect to the extent that the terms of the MOUs are not in conflict with this Contract.

7. For the purposes of this Article, a term is in conflict with the Contract if it would: (a) alter the terms of the Contract or (b) interfere with or impair its implementation.

8. Any party taking the position that a provision of a LSA or MOU conflicts with the Contract or violates existing law, rule or regulation must identify in writing the basis of its position as expeditiously as practicable following the request that the LSA or MOU continue in existence.

9. The local Parties will not negotiate a new LSA during the duration of this Contract.

ARTICLE 52: NURSE LOCALITY PAY SURVEY

A. VA policy prescribes both valid mechanisms for the collection of survey data and the order in which types of available survey data are applied to increase existing rates or establish new rates of pay for nurse schedules. A facility may utilize a local contractor provided survey, a national third party salary survey, or if salary survey data is not readily available, the facility may perform a Department conducted Nurse Locality Pay Survey, with survey team members appointed by the Medical Center Director (MCD).

B. Should the MCD appoint a team to conduct a Nurse Locality Pay Survey, NNU will be notified and may recommend names for inclusion as team members. RN pay scales are determined by the Department and are not subject to collective bargaining and/or the negotiated grievance procedure. This does not preclude NNU from providing information and recommendations for RN pay scales. Upon request, NNU will be provided a copy of the data used to determine RN pay scales.

C. If national data is used, the Department will discuss with NNU the data used in its review and provide a copy, upon request.

D. NNU may recommend certain establishments within the geographic survey area to be contacted for Department conducted surveys.

E. NNU shall have the right, if it believes circumstances in the geographical area warrant, to submit a request to the MCD to have a locality pay survey conducted. The MCD will give full consideration to this request prior to making his/her final determination. If a survey is not conducted, the MCD or designee will provide a written explanation of his/her decision, upon request.

F. VHA Handbook 5007, Part X, Locality Pay System, Chapter 1, General Provisions, 5(b) addresses the review of pay-setting and/or survey decisions and states:

   [OCHCO, Compensation and Classification Service] (055) officials will review pay-setting and/or survey decisions at least annually to determine if action by the Under Secretary for Health is warranted. Such reviews will normally be conducted coincident with the annual reporting requirement in paragraph 6 of this chapter but may take place at other times as requested by the Under Secretary for Health.

ARTICLE 53: NNU REPRESENTATION ON COMMITTEES

A. It is understood that this Article does not extend to matters involving professional conduct or competence, peer review, or the establishment, determination, or adjustment of RN compensation.

B. Participation on committees may eliminate the need for formal bargaining but is not a waiver of bargaining rights of either party. NNU representatives serving on committees will be on official time consistent with the Official Time Article of this Contract.

C. NNU may request to be represented on Department committees, initiatives and task force groups which impact working conditions of NNU bargaining unit RNs at the local, intermediate and national levels.

D. Consistent with Section A above, if a local committee directly impacts nursing care delivery (i.e. Nurse/Pharmacy and Nurse/SPD), NNU may request representation which will not be unreasonably denied.

E. Nothing in this Article is intended to alter current NNU participation and membership on committees, initiatives and task force groups.

F. Upon determining that NNU participation is appropriate, the Department will invite a NNU representative to attend meetings that involve external stakeholders for matters that impact working conditions of RNs.

G. No later than 90 days after the effective date of this Contract, the Department will provide to the local NNU a list of any known committees that impact working conditions of RNs. Subsequently, the Department will inform NNU when new committees which impact working conditions of NNU bargaining unit RNs are formed.

H. Minutes, policies, manuals etc., from these committees will be made available to NNOC NNU through their member/representative and one alternate. If available electronically, the union member/representative and one alternate will have access to SharePoint, databases and Dashboards related to the committees. No PHI or PII will be shared under this section.

ARTICLE 54: AFFILIATIONS/JOINT VENTURES

Section 1:

The Department will honor NNU's rights as the exclusive representative regardless of any relationship between the Department and any affiliated body, agency, department, assignee or contractor.

Section 2:

The Department agrees that officials of an affiliate/joint venture acting in a supervisory capacity over bargaining unit RNs shall be bound by applicable law, regulations, and the terms of this Contract and any applicable supplemental contracts in his/her supervisory relationships with bargaining unit RNs.

ARTICLE 55: CHANGE IN OWNERSHIP OR MERGER OF A VA FACILITY

Section 1:

Before the sale, transfer of ownership or merger of any VA facility or part thereof in which NNU represents RNs, the Department will give NNU written notice as far in advance as possible prior to the transaction. The term merger includes both a merger of a VA facility with a non-VA entity as well as a merger with another VA facility. The Department will bargain as appropriate if the sale, transfer of ownership or merger triggers a duty to bargain under the Statute.

Section 2:

Upon sale, transfer of ownership or merger of a VA facility or part thereof, the Department will remain neutral in any action before the FLRA seeking to continue NNU's certification as the exclusive representative, if the unit would otherwise be considered an appropriate unit under the law.

ARTICLE 56: RESTRUCTURING, CONSOLIDATING, INTEGRATING OR CLOSING VA FACILITIES OR UNITS

Section 1: General

A. The Department may consider restructuring, consolidating, integrating, share(ing) agreements or closing facilities/units.

B. In the event that restructuring, consolidating, integrating or closing facilities/units is contemplated or proposed, NNU at the appropriate level(s) will be notified. To the extent practicable, the Department will notify NNU at the earliest possible time to allow for discussions.

C. Notification of the closing or opening of a VHA facility shall be given to the NNU National Office as far in advance as possible prior to the transition.

D. Where a duty to bargain is triggered by the Statute, the Department will bargain with NNU at the appropriate level, to the extent required by law, regarding restructuring, consolidating, integrating, or closing facilities/units.

E. Conferring with affected RNs regarding restructuring, consolidating, integrating, or closing facilities/units is an appropriate use of official time.

Section 2: Reduction in Force (RIF)/Staff Adjustment Planning and Implementation

A. In the event that a staff adjustment is necessary in conjunction with a decision to restructure, consolidate, integrate or close any facility/unit, the Department will provide reasonable notice (normally 60 days) to NNOC-NNU and to all RNs affected. In all cases, RNs will be given a minimum of 30 days advance notice. Once notice has been given, NNOC-NNU will be given a list of affected RNs. The notice will include the reason for the RIF/Staff Adjustment, anticipated scope of impact, time frames, and information concerning the availability of placement and other types of assistance.

B. Functional statements must be used in determining Competitive Levels (CL) during the implementation of a RIF/Staff Adjustment, but do not form the sole basis for establishing CL. The functional statement must contain all pertinent information (i.e. principle duties, responsibilities and supervisory relationships) related to the position to ensure accurate job related documentation.

C. Upon request, NNOC NNU will be provided with current specific functional statements for all RNs affected by the staff adjustment.

D. Prior to the issuance of management's written notice to affected RNs, the Department will give NNOC NNU the opportunity to review, comment, and discuss its concerns related to competitive levels of the affected RN(s). NNOC NNU will have 10 business days to complete its review and provide comments. Extensions of this time may be made by mutual agreement. Management will be available for discussion during this review period.

E. In the event of a RIF/Staff Adjustment affecting RNs, the Department will act in accordance with law, government-wide rules or regulations and/or VA policy.

F. If a RIF/Staff Adjustment is required, a written plan will be developed and provided to NNU.

G. RNs who are reassigned due to a RIF/Staff Adjustment will receive appropriate training/orientation to the new work location/unit to which they are assigned consistent with the Professional Development and Education Article.

Section 3: Work Location Movements (No Loss of RNs)

A. When a work location/unit is moved to another area within the facility without a change in the work location/unit mission or staffing, the Department will meet with NNU and the RNs who would be affected by the move to discuss the impact.

B. Identification of RNs affected will be made to the NNU local prior to notification of the individual RNs. RNs will normally be given at least 30 days advance notice when a work location/unit is going to be closed and the RNs are reassigned. Impact and implementation will be locally negotiated when the obligation to bargain is triggered by the Statute.

Section 4: Realignment of Positions

A. When the Department determines a need to realign positions secondary to changes in function or closing of a work location/unit, NNU will be notified, normally at least 60 days in advance. Where a duty to bargain is triggered by the Statute, the Department will bargain with NNU at the appropriate level, to the extent required by law.

B. The Department has the responsibility to develop plans and procedures to accommodate the realignment of RNs and provide this plan to the union. A RN will be notified, normally at least 30 days in advance, that his/her position is going to be realigned. NNU will be given the opportunity to comment and discuss its concerns regarding RN realignment.

C. RNs who are realigned will receive appropriate training/orientation to the new work location/unit to which they are assigned consistent with the Professional Development and Education Article.

D. If the Department decides to reestablish positions that were previously realigned, an affected RN may make a request to return to the work location/unit. The Department will give serious consideration to the request. When practical, procedures outlined in the Details, Floats and Temporary Assignment Article and the Seniority Article will be considered if these procedures do not conflict with any law, government-wide rule or regulations, or VA policy.

ARTICLE 57: CONTRACT TRAINING, DURATION AND DISTRIBUTION

Section 1: Contract Duration

A. Effective Date

1. This Contract is effective upon execution as agreed by the parties in their Settlement Agreement dated July 19, 2021.

2. This Contract remains in effect for a period of three years.

3. This Contract will automatically renew itself for one year intervals, unless either party serves notice of its desire to amend or modify the Contract. The notice must be given no less than 60 days but no more than 120 days prior to the expiration date. If such notice is given and negotiations are not completed by the expiration date the Contract will be extended until the changes are negotiated and approved.

B. Mid-term Reopener

1. This Contract is subject to reopening by mutual consent of the parties. When new or revised laws or regulations of appropriate authority require changes to provisions of this Contract, those provisions may be reopened. Before reopening, the party wishing to reopen will submit to the other party an agenda stating the reasons for reopening and the changes that are desired.

2. The parties agree to meet to negotiate within 30 calendar days or as mutually agreed after proposals on the amendments or modifications are received from the moving party.

C. Federal Mediation and Conciliation Service

The parties will give notice to the other party and the Federal Mediation and Conciliation Service (FMCS) of the desire to amend, modify or terminate this Contract in accordance with the rules of the FMCS.

Section 2: Distribution of Contract

A. The VA will provide electronic access to the Master Contract to all RNs on duty as of the effective date of this Contract. Upon request, the Department will provide a hard copy of the Master Contract to a requesting employee. Alternatively, the Local may provide a hard copy to the requesting employee.

B. The Department will initially provide NNU National with 250 copies of the Master Contract and each NNU Local with 50 copies.

C. This Contract will be available in PDF format on the Department website within 60 days of implementation. This copy shall be accessible via VACO LMR website at http://www.va.gov/lmr/ and on the intranet homepage for each NNOC NNU-VA facility.

<u>Section 3:</u> Contract Training

A. NNU is responsible for training its representatives and staff RNs, while the Department is responsible for training its representatives

B. The Department will:

   a. Provide adequate meeting space with projection and video viewing capabilities for the training
   b. Provide access to use live meeting, v-tel or similar video conferencing access to the allow use of expanded remote meeting capabilities
   c. Provide technical support for the training i.e., providing portable compatible lap top, microphones, CD slot access, video-taping, etc.
   d. Assure scheduling, release and support for RNs to attend the training on duty time.

C. NNOC NNU-VA representatives presenting the local training will be on official time that will not count against the local allotment as provided for in the Official Time Article

For the Department of Veterans Affairs

Denis McDonough
Secretary
Department of Veterans Affairs

Lyndsey Miller
Chief Negotiator, VA

Jeffrey L. Whiting
Member

James Zeveski
Member, VHA

Randy Spahos
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Michelle R. Mountfort
Member, VHA

Date: May 25, 2023

For NNOC/NNU

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