

# Dayton, Ohio VA RN Contract

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## **PREAMBLE**

This Supplemental Contract is made between the U.S. Department of Veterans Affairs Medical Center in Dayton, Ohio (DVAMC), referred to as the "Agency" or "Medical Center", and the United American Nurses, AFL-CIO Dayton VA Local 1199 referred to as the "Union".

1. Both parties agree that a constructive and cooperative working relationship, which upholds high standards of nursing care and practice, is essential in achieving the VA's mission and to ensure a quality work environment and work life.
2. Both parties recognize that this relationship, which promotes the well-being of nurses and the effective administration of the Medical Center, must be built on a solid foundation of trust, mutual respect, understanding, and sharing in the responsibility for organizational success.
3. This relationship acknowledges the Registered Nurse's (RN) responsibility to base actions and decisions on sound professional judgment and embraces the principles of the American Nurses Association (ANA) Code of Ethics for Nurses and the ANA Scope and Standards of Professional Nursing Practice.
4. This contract will support a quality working environment for the recruitment and retention of Registered Nurses. 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.
5. The parties intend that all articles in this Local Supplemental Contract should be interpreted consistent with 38 USC Section 7422, which excludes certain matters from collective bargaining by employees appointed under 38 U.S.C. §7421(b), regardless of whether or not the statutory provision is specifically cited in the article.

## ***GENERAL PROVISIONS***

### **ARTICLE 1 – AGREEMENT SCOPE**

Section 1: The UAN National is the exclusive representative of the bargaining unit employees. The UAN Dayton VA Local 1199 is the local agent for the bargaining unit employees as defined in FLRA Certification # CH-RP-06-0029.

Section 2: The Agency recognizes the United American Nurses, AFL-CIO as the exclusive collective bargaining representative of every registered nurse covered by the agreement. Where any local DVAMC policy expressly conflicts with this local supplemental contract, this contract shall govern.

Section 3: Portions of local DVAMC policy which do not conflict with this local supplemental contract will remain in force.

### **ARTICLE 2 – MUTUAL RIGHTS AND OBLIGATIONS**

Section 1: The Agency and the Union agree to abide by the provisions set forth in this

agreement. Neither party shall change the terms of this agreement except by mutual consent and in accordance with the collective bargaining process.

Section 2: It is understood that all MOUs in existence prior to completion of the bargaining of this contract will be null and void upon execution of the local supplemental agreement.

### **ARTICLE 3 – LABOR-MANAGEMENT COLLABORATION**

The Medical Center and the Union have reached a collaborative labor-management relationship. Such relationship shall be maintained during the life of this contract.

### **ARTICLE 4 – LABOR-MANAGEMENT RELATIONS TRAINING**

#### Section 1: On Station Training

A. Union sponsored training will be clearly identified as such. The intent of Union sponsored training is to enable and empower local Union representatives to carry out their permitted representational functions and encourage resolution of conflict in a prompt and satisfactory manner at the unit level.

B. The Union will notify the appropriate supervisors, consistent with scheduling provisions (normally 6 weeks prior to the desired training date) or as soon as possible after receipt of confirmed dates of training, of the individuals selected for, and/or desiring to attend, Union sponsored training.

#### Section 2: Off Station Training

The Agency shall approve authorized absence for Union representatives for training at Union sponsored events as long as the absence of these RNs does not interfere with the operation of the Agency. The schedule of courses shall be submitted as soon as possible, and the parties agree that course topics which deal with internal Union business will not be approved for official time, though the attendee may request annual leave.

#### Section 3: Joint Labor-Management Training

The parties agree that joint labor-management training is of mutual benefit. They also agree that it is of mutual interest that Union officials and Agency representatives receive education and training specific to their respective roles and that each party understands such roles. When a subject matter is identified and agreed upon for mutual training, it will be jointly planned and may incorporate in-person, online, or other training modalities.

### ***EMPLOYEE PROVISIONS***

### **ARTICLE 5 – EMPLOYEE RIGHTS**

Section 1: Access to Information During Investigations – If an RN needs to review a patient’s medical record in order to prepare for or answer questions related to an administrative investigation board or other formal investigation, he/she should contact the Privacy Officer, or other appropriate official, before accessing the record, in order to avoid any potential privacy issues, to safeguard the RN, and to prevent a potential report of unauthorized access. The Privacy Officer, or other appropriate official, must be informed of the purpose (investigation) and the time frame within which the access to the patient’s medical record is required in advance of the investigatory meeting(s), and in accordance with applicable privacy laws, will provide timely approval for access to that information permitted to be reviewed by the RN.

Section 2: Preserving Employee Privacy – Employees names will not be disseminated or publicly posted on materials indicating performance deficits or quality measurement deficiencies. Employees should be contacted individually to privately address any performance deficits and/or quality measurement deficiencies.

## **ARTICLE 6 – TEMPORARY ASSIGNMENTS: DETAILS AND FLOATS**

### Section 1: Definitions

A. A detail is defined as the temporary reassignment of an employee from the assigned nursing unit to meet nursing care needs on another unit for a defined period of time.

B. A float is defined as the temporary reassignment of an employee from the assigned nursing unit to meet nursing care needs on another unit for a period of time which does not exceed one tour of duty (less than 12 hours).

### Section 2

A. If detailing or floating is required, the Agency will first solicit volunteers. Should more than one RN volunteer, the qualified RN with the most seniority will be selected.

B. A unit based rotational list based on seniority of RNs will be used to determine the individual RN on duty that is to be floated. If there are no qualified volunteers to float, the qualified RN on duty to be floated will be decided at the unit level based on current practices and procedures.

C. For details, if there are no qualified volunteers, the least senior qualified RN will be selected on a rotational basis.

D. If an RN volunteers or is floated, this will count as his/her rotation on the rotational list.

E. Any RN who cancels their scheduled annual leave or compensatory time off after the schedule is posted will become the RN to be floated, if qualified.

Section 3: RNs in orientation will not be detailed or floated independently to another unit until their orientation is completed. After orientation, the RNs name will be added to the rotational list.

Section 4: The Union will be notified if an RN is detailed.

## **ARTICLE 7 – DISCIPLINARY AND MAJOR ADVERSE ACTIONS AND NON-DISCIPLINARY ACTIONS**

Disciplinary actions must be consistent with applicable laws, regulations, policy, and accepted practice within the Department. Discipline will be applied fairly and equitably and will not be used to harass employees. Disciplinary actions will be timely based upon the circumstances and complexity of each case. Untimely disciplinary actions are an appropriate defense.

## **ARTICLE 8 – EDUCATION AND CAREER DEVELOPMENT**

Section 1: As per Article 13 of the Master Contract, RNs needing to access the Medical Center Library will follow local policy. Absence from the assigned unit must be approved by the RNs Supervisor.

Section 2: All RNs requesting authorized absence (AA) for off-station educational programs will submit a request in writing to their Supervisor not later than 45 days before the event to facilitate scheduling. The request will include documentation of the education program (e.g., a conference brochure or other description of the program) and a completed SF-182, as well as a request for the AA in the electronic time and attendance system. If tuition or travel funding is requested, the appropriate funding request form for education funding will also be attached. Requests submitted less than 45 days in advance will be considered. All AA requests are subject to supervisory approval.

Section 3: As per Article 13, Section 2H of the Master Agreement and subject to 5 USC 7106 (a)(1), the Union will have one representative(s) on the Medical Center’s Education and Training Committee. Such representative will be on official time when participating. The Union may have representation on any known committee where recommendations on allocation of educational funds for RNs are made.

Section 4: Training opportunities and educational funds will be distributed based on patient care needs, individual professional goals and competencies, staffing requirements, budgetary capabilities, and the timeliness of request.

## **ARTICLE 9 – EQUAL EMPLOYMENT OPPORTUNITY**

Current practice of one Union member on the Diversity Committee will remain unchanged.

## **ARTICLE 10 – HOLIDAYS**

Section 1: Holidays off will be scheduled on a rotational basis, considering patient care needs. Peer-negotiation is an appropriate part of this process.

Section 2: Process

A. The solicitation for requests for the following holidays (Thanksgiving, Christmas, New Year's) off for the current calendar year will be posted on each nursing unit by September 1<sup>st</sup>. RNs should indicate their holidays desired by September 21<sup>st</sup>.

B. Where there are more requests for a specific holiday than can be supported to ensure patient care needs are met, the following priorities will be applied:

Priority 1 – Peer negotiated arrangement

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

Priority 3 – Determined by qualified seniority

C. The finalized Holiday schedules will be posted by October 15<sup>th</sup>.

D. If there are additional opportunities for holidays off (e.g., need for fewer RNs on duty than have requested to be off), additional requests for holidays off will be considered.

E. When there are more RNs wanting to work the holiday than are required, the determination will be based on qualified seniority (most senior).

F. When an RN has been reassigned to meet service needs, his or her original approved holiday request will be honored. When the RN has been reassigned at his or her own request, s/he will accept holiday leave time available in the new work unit. 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.

## **ARTICLE 11 – ANNUAL LEAVE**

### Section 1: Annual Leave

A. RNs are encouraged to request at least two (2) consecutive weeks of annual leave for rest and relaxation each year. Requests for annual leave will be authorized subject to patient care needs and the criteria listed below. Requests for emergency annual leave shall not be unreasonably denied. Whenever possible, the employee will be scheduled off the day before and after the approved leave.

### Section 2: Process

A. Request for projected annual leave for the following calendar year will be solicited by October 1<sup>st</sup>. RNs should indicate their desired annual leave by October 21<sup>st</sup>.

B. RNs are encouraged to discuss mutual vacation needs prior to vacation selection. Where there are more requests for vacation time than can be supported to ensure patient care needs are met, the following priorities will be applied:

Priority 1 – Peer negotiated arrangement

Priority 2 - Employee that did not have that week off in the preceding year  
Priority 3 – Determined by qualified seniority

C. The finalized master annual leave schedule will be posted by December 1<sup>st</sup>. RNs will enter their leave requests into the electronic timekeeping system by December 15<sup>th</sup> and they will be approved by December 31<sup>st</sup>.

D. RNs may mutually agree to exchange scheduled leave periods with concurrence of the leave granting official.

E. Leave requests submitted at times other than during the annual projected leave solicitation period will be considered by the supervisor in a fair and equitable manner. The schedule of granted leave must be honored when considering such requests. Requests for single days or more than 10 consecutive days that comply with the annual leave scheduling procedure shall not be unreasonably denied. Patient care needs shall be taken into consideration when a decision is made.

F. RNs are responsible for knowing their leave balance and how much leave they can carry-over. RNs who have accrued the maximum amount of leave that they can carry over must have their remaining leave, which would otherwise be lost, scheduled and approved/disapproved prior to November 1 of the leave year.

### Section 3: Change of Request

A. Once annual leave periods have been selected in the foregoing manner, they will not be changed by the Medical Center except to meet emergent patient care requirements. RNs may request a change which does not affect the selection made by another employee. Such changes in annual leave periods shall not be abused by either party.

B. If an RN cancels approved annual leave; the leave time made available by the cancellation will be offered to other RNs in that unit, based on the original projected annual leave request and then in accordance with the priorities outlined in Section 2, B.

C. When an RN has been reassigned to meet service needs, his or her original approved annual leave request will be honored. When the RN has been reassigned at his or her own request, s/he will accept annual leave time available in the new work unit. RNs hired or transferred in after the annual submission of annual leave preferences will have their requests considered fairly and equitably after the application of the above process.

## **ARTICLE 12 – SICK LEAVE**

### Section 1: Accrual of Sick Leave.

A. Full-time RNs accrue sick leave at the rate of 4 hours per pay period. Part-time RNs accrue sick leave at the rate of one hour for each 20 hours in a pay status.

B. The VA may advance up to 360 hours of Sick Leave to an RN, as provided for by Medical Center policy.

Section 2: The Union shall be provided a list of bargaining unit employees currently assigned light duty status. Changes will be communicated as the list is updated.

### **ARTICLE 13 – MILITARY LEAVE**

Military leave for performance of duty with Reserve or National Guard units will be granted in accordance with applicable laws and regulations. RNs shall not be charged AWOL when fulfilling their military obligation if they have given Management proper notification. No RN will suffer loss in seniority or seniority rights from performance of Reservist or National Guard duty.

### **ARTICLE 14 – JURY DUTY LEAVE**

Section 1: RNs receiving notice of, or a subpoena for, jury duty or a court appearance will notify their immediate Supervisor as soon as possible and provide the evidence of such summons/subpoena.

Section 2: After notifying the immediate Supervisor, at the RN's request, s/he will be scheduled for administrative workdays during the summoned court appearance period. The RN is responsible for informing his/her immediate Supervisor of the status of the required court appearance.

Section 3: In the event that an RN is released from jury duty before the end of the normal work weekday, the RN is expected to report to work or contact the Supervisor to request appropriate leave.

### **ARTICLE 15 – VOTING**

As a general rule the voting polls are open at least three (3) hours either before or after an RN's regular hours of work, so RNs have sufficient time to vote. However, should the polls not be open at least three (3) hours before or after an RN's shift, Management, to the extent possible, shall make arrangements to allow the RN a reasonable amount of excused absence during the work day to vote. RNs will inform their Nurse Manager/Nursing Supervisor in advance.

### **ARTICLE 16 – REST AND MEAL PERIODS**

Section 1: As stipulated by VA regulations, RNs are to receive a 15 minute rest break on duty time for every four (4) hours of duty, during which RNs may interrupt their work to obtain relief from fatigue or constant attention to duty. If workload on a unit is such that the RN is potentially unable to receive breaks, as soon as the situation becomes evident (and preferably before a scheduled break), the employee will notify the Supervisor. The Supervisor will attempt to make arrangements to ensure that the employee receives the break.

Section 2: RNs shall be entitled to a one-half (1/2) hour meal period free from work responsibility except when working identified non meal tours of duty. RNs who anticipate a missed meal period due to workload constraints or whose workload caused a missed meal period shall notify their Supervisor as soon as the situation becomes evident (preferably before a scheduled meal period) and before the end of the scheduled tour of duty. If no relief is found, at the RN's option, s/he will be granted compensatory time or overtime.

Section 3: If a pattern is noted of either an RN not affording Management the opportunity to make arrangements for a meal period or a unit where RNs are not utilizing set breaks, Management and the Union shall meet to identify potential solutions, recognizing the parameters of 38 USC 7422.

### **ARTICLE 17 – NURSE QUALIFICATION STANDARDS, NURSE PROFESSIONAL STANDARDS BOARDS, AND PROFICIENCY REPORTING**

Section 1: In addition to Article 18, Section 2 of the Master Agreement, the Union will be notified of the “call for nominations” for membership on the Nurse Professional Standards Board (NPSB). On an annual basis the UAN may recommend bargaining unit RNs for appointment to the NPSB. However, such appointments are made without regard to bargaining unit membership. Unit employees appointed to the NPSB deal with matters in which they must divest themselves of their identity with the particular facility at which they are employed and their labor Union and become representatives of and primarily concerned with the needs and problems of the entire VHA.

Section 2: Management will encourage supervisors to make arrangements for staff RNs to be able to attend NPSB meetings and thus fulfill their commitments as appointed members to the NPSB.

Section 3: The Agency will offer education/training on the proficiency rating system and promotion process on an annual basis. Educational tools on the proficiency rating system and/or promotion process may be made available online or via other means.

### **ARTICLE 18 – REGISTERED NURSES AS PROFESSIONALS**

Management recognizes that RNs are professional employees with a definite mission of providing quality patient services. As professionals, RNs provide services requiring specialized knowledge, judgment and skill derived from principles and training of biological, physical, behavioral, social and nursing sciences. RNs exhibit professional judgment through assessment, selection, performance, Management and evaluation of nursing services. The practice of nursing identifies patterns of human responses and related health status, providing health counseling and teaching, administering medications, or treatment regimens as directed by an authorized registered provider.

Management retains its right to assign RNs as needed. Should a pattern develop on any unit where RNs are expected to perform support service personnel functions, the Union and Management will meet to discuss the issues involved.

## **ARTICLE 19 – ADVANCED PRACTICE NURSES**

A. Management and the Union recognize that Advanced Practice Nurses are valuable members of the healthcare team, dedicated to providing quality patient care. APNs accept the responsibilities, accountability, and obligation to practice in accordance with current standards and functions as defined by their scope of practice, certification/licensure, and VHA requirements.

B. APNs requesting Authorized Absence for educational opportunities will submit a request in writing to their Supervisor not later than 45 days before the event to facilitate scheduling. The request will include documentation of the program, a completed SF 182, and a request for AA in the electronic time and attendance system. If funding is also requested, the appropriate form will be attached. Requests will be considered fairly and equitably.

C. Annual leave requests submitted other than as stipulated in Article 13 will be considered by the Supervisor in a fair and equitable manner. Patient care needs will be taken into consideration when a decision is made.

## **ARTICLE 20 – CORRECTIVE ACTION**

Section 1: Prior to deciding what corrective action is a proper response to the incident or act, the Supervisor will consider the following factors:

- A. The degree of harm or interference that the act has caused;
- B. The seriousness of the act in terms of the employee's position and assignment;
- C. Any mitigating circumstances;
- D. Except in unusual cases which warrant severe penalties, whether the penalty is fair, equitable, and no more severe than that which sincere judgment indicates is required to correct the attitude or conduct of the employee or to correct the situation; and
- E. Any past corrective action.

Section 2: Any RN who reasonably believes that disciplinary action may be taken against him/her may request that a Union representative be present when a Management representative questions the RN. The RN must accept any Union representative that is available.

Section 3: Supervisory Notes

A. Subject to the Master Contract, Article 6, Section 7, if supervisors make a personal decision to keep notes on employees, the notes or files: (1) must be absolutely uncirculated – they cannot be reviewed by anyone else (however, they can be provided to an appropriate Management

official with a legitimate need to know) and (2) must be maintained in a secure fashion in order to prevent disclosure.

## **ARTICLE 21 – OVERTIME AND COMPENSATORY TIME**

Section 1: RNs may volunteer for overtime on their own work units, or may communicate their availability for overtime on other work units, for which they are competent and qualified. RNs may elect to receive overtime pay or compensatory time off.

Section 2: Once the RN and Management agree that the RN has accepted the shift for overtime, the RN is obligated to work the shift unless cancelled by Management; notification of cancellation will be given as soon as possible but not later than two hours before the scheduled shift. In the rare instance that the RN is unable to report for a scheduled overtime tour, s/he will notify Management at least 2 hours in advance of the tour.

Section 3: If the RN reports to work overtime and is not needed on the work unit, the RN may be offered and have the option to accept an assignment to another work unit or to cancel their agreement to work overtime.

Section 4: In accordance with established VA policy, an RN who reports to work overtime and is not needed will receive two hours of overtime pay. All scheduled overtime will be indicated on the certified time.

Section 5: Process

A. If an unplanned or scheduled need occurs which requires RNs to work additional hours to meet patient care needs, Management will:

(1) Maintain a volunteer list of RNs interested in working additional hours. The list will be kept on each unit.

(2) Select qualified RNs from the availability list by seniority regardless of compensation desired. If no qualified volunteers are available from the affected unit, other unit availability lists will be checked for a qualified volunteer. RNs will be limited to working no more than 12 consecutive hours in a direct care role or 60 hours in a 7 day period except to meet emergency patient care needs as per policy and PL 108-445.

(3) In the interests of quality patient care, if scheduled staffing needs remain after the above, an email will be sent to all RNs soliciting qualified volunteers to work on needed shifts.

B. In the event of a disaster/emergency, an RN may be required to remain on duty. The least senior qualified RN who is assigned to the unit that day as a regular staff RN will be the person required to stay.

## **ARTICLE 22 – PROFESSIONAL COMPETENCE, ACADEMIC EDUCATION, AND PROFESSIONAL DEVELOPMENT**

Section 1: Whenever possible, mandatory employee training will be scheduled during duty time and on the employee's normal work tour. Training may include online or alternative methods. 38 USC 7422(b) precludes collective bargaining over any matter arising from professional conduct and competence, compensation, or peer review.

Section 2: If not possible to accomplish mandatory training during the employee's normally scheduled tour, the employee's schedule may be adjusted so that the employee may attend on duty time.

Section 3: If an employee volunteers to attend training on their off-duty time, with proper supervisory approval, the employee will be compensated for the training time according to VA Directive and Handbook 5007.

Section 4: Every new and newly reassigned RN shall be matched with a preceptor, who is an experienced RN on the unit. The preceptor will orient the RN to the new position. It is expected that the RN will work closely with the preceptor and be assigned to work the same schedule as the preceptor, when at all possible, to ensure continuity. The orientation period shall be individualized in length and scope based on the RNs needs and the preceptor's assessment. Remedial education will be utilized as deemed necessary by the preceptor or requested by the employee.

Section 5: Unit orientation for float RNs will consist of orientation to the physical layout of the unit, a brief review of routines utilized on that unit, unit specific environmental or safety issues, introduction to the other staff on that shift, and a contact person that will be available for questions or clarification.

### **ARTICLE 23 – RECOGNITION AND AWARDS**

Section 1: Upon request, the Union will be provided a quarterly report annotating the number of RNs who have received special contribution and time off awards.

Section 2: Awards will be processed in a timely and expeditious manner after they have been approved by the appropriate Management official(s).

Section 3: When Medical Center or Service wide award committees are formed for the purpose of employee recognition including RNs, the Union will be invited to be a member. However, participation on any such committee will not be construed to mean that Management is giving up its rights as outlined in Article 24, Section 2C of the Master Contract.

### **ARTICLE 24 – RESTRUCTURING VA FACILITIES OR UNITS**

Section 1: The Agency shall notify the Union in writing as soon as it is known that a unit will be opening, closing, changing function(s), or undergoing a permanent change in census. Notification will include the date of the proposed change and staff to be affected.

Section 2: Temporary consolidation of units

A. The Union will be notified when inpatient units are consolidated due to low census and staff will be detailed or told to report to the Nursing Supervisor for their daily assignment. Appropriate orientation and competence assessment for the temporary assignment will be provided.

B. The Union will be contacted to discuss planned temporary programmatic consolidation decisions.

C. The RNs posted schedule will remain as originally posted while their unit is temporarily closed unless mutually negotiated.

Section 3: The Union retains its right to impact and implementation bargaining, subject to 7422 provisions, should restructuring of the facility or a unit be deemed necessary.

**ARTICLE 25 – SAFETY, HEALTH, AND ENVIRONMENT**

Section 1: Work Environment

A. Lounge, locker and mailbox facilities will be provided for RNs in their respective work areas, where government resources are available to provide such facilities.

B. The Medical Center will endeavor to provide RNs with a break room and to maintain stocked vending machines on all tours of duty.

C. The Union is invited to participate in the regularly scheduled Medical Center Environment of Care Rounds. The Union has the right and responsibility to report actual or potential unsafe working conditions to the appropriate Management official.

D. The Union has the right to respond to an employee complaint of potential and/or actual unsafe or unhealthful working conditions and assist the employee, or initiate a report on the employee's behalf, to the appropriate Management official.

Note: This is in regards to notification and reporting only. For the inspection process, refer to Article 27, Section 1 E of the Master Contract.

**ARTICLE 26 – SENIORITY**

Section 1: Seniority shall be defined as the date of entry to a Title 38 position.

Section 2: If two (2) RNs have the same seniority date, the tie breaker will be the first letter of the last name that the RN had when s/he entered on duty (A is more senior than B).

Section 3: A complete bargaining unit roster to include name, seniority date, grade, position, title, and employment status (full time/part time) will be forwarded to the Union within thirty (30) days of approval of this agreement and every year thereafter.

#### **ARTICLE 27 – STAFFING**

Section 1: The Union will be given information about the current staffing methodology which will include pertinent information used to determine staffing levels per unit.

Section 2: The Agency will solicit and consider input from the Union regarding changes in staffing methods. This provision 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).

Section 3: Nothing in this provision is intended to waive the Union’s right to Impact & Implementation bargaining.

Section 4: The Union acknowledges that the utilization of contract RNs is part of the current staffing methodology. Management acknowledges that the utilization of contract RNs impacts the working conditions of bargaining unit RNs. For information purposes, upon request by the Union, Management will discuss issues that arise through utilization of contract RNs.

#### **ARTICLE 28 – UNIFORMS, APPEARANCE, AND PROFESSIONAL IDENTIFICATION**

Section 1: RNs working in an area that does not require uniforms will be provided appropriate clothing when assigned temporary duty in an area where uniforms are required.

Section 2: If an RN is not in compliance with the dress code, a temporary loan of appropriate clothing may be made.

Section 3: Any changes to the dress code policy will be negotiated with the Union prior to implementation.

#### **ARTICLE 29– VACANCY ANNOUNCEMENTS**

Section 1: Management is encouraged to give internal RNs first consideration when filling bargaining unit positions.

Section 2: Vacancy announcements will be sent to the Union via e-mail. When a vacancy is filled, internally or externally, the Union will be notified of the individual selected for the position.

Section 3: Unit rosters will be provided to the Union on a monthly basis.

Section 4: The Union will receive bi-weekly new employee orientation list reports, to include unit assignment.

### **ARTICLE 30 – OBJECTION TO WORK ASSIGNMENTS**

Section 1: An RN who wishes to express concern about a work assignment he/she was asked to perform will submit an Assignment Despite Objection (ADO) form. Completion of the ADO form will not be considered by either party as punitive but as a tool to improve working conditions and patient care. ADO forms will be made available to RNs via a link on the Dayton VA intranet.

Section 2: RNs will forward copies of completed forms to the Nursing Supervisor on duty, Nurse Manager, and the Union. The form may be faxed to the Union office (x2193).

### **ARTICLE 31– WORK SCHEDULES**

A. Management recognizes the importance of RNs having input into their preferred work schedules. Management will continue to solicit requests from the RNs. Each Nurse Manager will consider in good faith and within the demands of patient care needs to give, if possible, each RN two (2) week-ends off over a four week period. Every effort will be made to grant time requested on an equitable basis. On the time schedule, the requested non-working day off will be designated as a “D(r)”.

B. The Union may submit recommendations regarding alternative systems of scheduling work time with the goal of permitting every other weekend off. These work schedules will be considered as long as they take into account the patient care needs of the unit. It is understood that they will take into consideration the normal staffing patterns assigned by nursing Management for that work area. Management will meet with the Union to discuss the recommendation.

C. If more than one qualified RN requests the same primary assignment, selection will be based on seniority.

D. Off tour rotation will be scheduled in a fair and equitable manner. RNs who work on a unit with tour rotation will be allowed to elect two tours for preferred rotation (i.e., day/night or day/evening). If it becomes necessary for an RN who has chosen his/her preferred tour to work a different tour, volunteers will be solicited first. If there are no volunteers, qualified RNs will be rotated to the additional tour, starting with the least senior RN.

E. Upon identification of a timekeeping error, the RN will notify the timekeeper and Nurse Manager/Supervisor via e-mail for immediate corrective action. If a VA error results in the failure of an RN to receive full salary payment on time, the VA will take immediate action to promptly pay the RN.

F. On-Call Duty: RNs who report for call-back duty outside normally scheduled hours and who subsequently feel too fatigued to report to duty may request an accommodation. All requests for accommodation require supervisory approval.

## **ARTICLE 32 – WORKERS COMPENSATION**

Section 1: Expanding upon the Master Contract’s “Workers Compensation” Article: Management will provide a link to OWCP resource/contact information on an official DVAMC VA web page.

Section 2: Management is responsible for initiating the appropriate forms (i.e. 2162 - Accident Report, CA1 - Notice of Traumatic Injury, CA2 – Notice of Occupational Disease or Illness), electronic or otherwise, that are required to process claims, usually within 24 hours of report of the injury.

Section 3: Employees are encouraged to report all injuries, even those not requiring medical attention or first aid, as soon as possible (ASAP), but not later than 30 days after the event. Employees will not be penalized for reporting an injury or filing a claim for workers compensation.

## ***UNION PROVISIONS***

### **ARTICLE 33 – UNION RIGHTS AND REPRESENTATION**

Section 1: UAN Rights

A. The Union, in an effort to be proactive, may recommend changes, consistent with Title 38 USC Section 7422, regarding conditions of employment affecting the working conditions of the bargaining unit, for discussion purposes. Management will give full consideration to any issues raised. However, the Agency has no Title 5 USC Chapter 71 obligation to bargain over any such recommendation.

Section 2: Information

A. Information requested for grievance/representational needs shall be in accordance with 5 USC 7114 and shall be provided to the Union in a reasonable time frame, normally within 7 business days.

B. If Management believes a Union information request is not appropriate or there is a technical issue, Management will promptly communicate their issues with the request to the Union. If the need arises, the parties shall meet to discuss and attempt to resolve the issues.

Section 3: Union Bulletin Boards/Postings

A. The Agency shall maintain bulletin boards with locks on the first floor of Building 330, the area outside the resident dining room in Building 320, and outside the Union office. There shall

also be a designated bulletin board for Union announcements in locations where bargaining unit RNs work. These bulletin boards will at all times carry a label, device, or notice clearly identifying them as space for Union use only.

B. Only appropriate materials will be placed on these boards. If the material posted is deemed by Management to be libelous or defamatory, the appropriate Management official will so inform the Union, explaining the basis for the objection. This will not preclude either party from exercising their rights under the appropriate regulations/statutes.

#### **ARTICLE 34 – COMMITTEE ON POLITICAL EDUCATION (COPE)**

Employees may elect to make voluntary contributions to the UAN Committee on Political Education (COPE) as long as they do not exceed the normal number of allotments allowed. An additional amount will be deducted for those authorizing contributions. UAN Dayton Local agrees to inform the Employer, in writing, of COPE amounts and any further change in contribution amounts.

#### **ARTICLE 35 – FACILITIES AND SERVICES FOR UNION USE**

##### Section 1: Space & Office Equipment

A. Management recognizes the value of a constructive labor management relationship and the need for the local Union to have use of office space. Office space, equipment, and supplies appropriate for carrying out representational and partnership duties shall be maintained.

##### Section 2: Services

A. The following services will be provided:

2 parking spaces at building 330 and 1 at building 302

#### **ARTICLE 36 – OFFICIAL TIME**

##### Section 1: Local UAN Officials

A. The local Union bargaining unit is entitled to 1.0 FTE official time to be allocated by the Union for use by their officials.

B. The Supervisor will post pre-scheduled official time and committee meetings on the work schedule including, if applicable, a reasonable period of time not to exceed ninety (90) minutes each way for travel to alternate locations (i.e., CBOCs).

C. Management will not routinely change the posted pre-scheduled official time. If the official time on the posted schedule must be changed due to unforeseeable patient care needs, the Supervisor will explore alternate methods for addressing the patient care issues. However, if no

acceptable alternatives are available, the Union official and Supervisor will reschedule the official time to a mutually agreed upon date within the same pay period.

D. Prior to the posting of the work schedule, the Union official and Supervisor will mutually plan the scheduling of official time. The Union official is entitled to use his/her total allotted official time during the pay period.

E. Pre-scheduled official time will not be automatically rescheduled or reallocated to other Union officials in the event of unplanned absence. However, if representational duties arise, the official may request to use official time in accordance with Article 48, Section 4 of the Master Contract. These requests will not be arbitrarily denied.

## Section 2: UAN National VA Council (NVAC) National Officials

Management will not expect UAN NVAC officers/representative to use their designated national official time for local representational functions.

## Section 3: Official Time Usage

A. If unplanned representational duties arise, the representative may request to use official time in accordance with Article 48, Section 4 of the Master Contract. These requests will not be arbitrarily denied. Requested time will be granted as soon as the work situation allows.

B. The RN is entitled to meet with Union representatives and/or officials privately. If a Union official wants to discuss an issue or meet with an employee, the Union official will notify the Supervisor or Charge Nurse upon entering the work site or location of the identity of the person(s) the representative wishes to see. Permission will not be unreasonably denied and will be granted unless work requirements preclude immediate granting of the request. It is intended that the coordination of the meeting between the Union and the employee will minimize work interruption.

C. The parties agree that Union officials not on official time who are performing his/her assigned job duties should not routinely be approached with representational issues/questions. It is understood that this may happen for appropriate reasons occasionally, and that these conversations will be brief and limited to obtaining information, answering questions, or planning to meet and/or discuss the issue at a later time.

D. The parties agree that it is mutually beneficial to resolve issues in real time, and at the lowest level possible. Management recognizes that this involves the Union reviewing facts and circumstances surrounding issues of concern and/or potential grievances.

## Section 4: Travel

A. When representational duties or scheduled meetings are required at another location under VAMC Dayton's jurisdiction, a reasonable period of time necessary for travel to such location, not to exceed ninety (90) minutes, will be approved.

## **ARTICLE 37 – MID-TERM BARGAINING**

### Section 1: General

- A. The parties may agree to use an interest-based bargaining approach in mid-term negotiations.
- B. When the Union demands to bargain as a result of Management-initiated changes in the conditions of employment of bargaining unit RNs, Management will bargain as appropriate.
- C. Memorandums of understanding will be available electronically on the local facility website.

### Section 2: Local Bargaining

- A. Management will forward all proposed changes for which there is a bargaining obligation to the local Union President, along with copies of all relevant documents relied upon, prior to implementation. The date of receipt shall be documented on a simple form agreed upon by both parties.
- B. The Union will request either a briefing or required additional information, if desired, within fourteen (14) days of receipt of the notification.
- C. Management will have fourteen (14) days to respond, subject to the availability of the appropriate staff needed to provide the briefing or additional information. If the appropriate staff are not available, the response date shall be extended by mutual agreement.
- D. As soon as the Union's bargaining request is submitted (normally within 14 days of the briefing), the parties will begin negotiations within 30 calendar days thereafter.
- E. The number of negotiators will be determined by mutual agreement based on the complexities and/or number of issues to be negotiated. These members will be allowed official time to complete the bargaining process, if otherwise in a duty status. This does not preclude the attendance of experts by mutual consent of the parties.
- F. Each party may have up to five (5) observers. These observers may be allowed official time if they can be spared from duty, if otherwise in a duty status.
- G. Ground rules will be negotiated at the beginning of negotiation sessions.

## **ARTICLE 38 – CONTRACT DURATION AND DISTRIBUTION**

### Section 1: Contract Duration

- A. Effective Date

1. This Local Contract is effective on the date of approval by the Under Secretary for Human Resources and Administration, Department of Veterans Affairs, or designee.

2. This contract remains in effect for a period of three years from the effective date.

3. This contract will automatically renew itself for one (1) year intervals, unless either party serves notice of its desire to amend or modify the contract.

#### B. Mid-term Reopener

1. This contract is subject to reopening by mutual consent of the parties or when new or revised laws or regulations of appropriate authority require changes to provisions of the Contract. Before re-opening, the Party wishing to re-open will submit to the other party an agenda stating the reasons for re-opening 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.

3. All amendments to this contract will continue for the life of this contract unless the parties agree otherwise.

#### Section 2: Distribution of Contract

A. The Agency will provide a copy of this Local Contract to each RN and Supervisor with jurisdiction over RNs and to all bargaining unit RNs entering on duty after the effective date.

B. The Agency will initially provide the Union with 100 copies of the Local Contract and copies as needed thereafter at VA expense.

C. This Local Contract will be made available on electronic media compatible with the VA's computer system, and will be available on a VA website within 60 days of approval by the Under Secretary for Human Resources and Administration.

#### Section 3: Training of Contract

A. The Agency will take reasonable steps to acquaint supervisors of RNs in the bargaining unit with the terms of the agreement via joint training.

B. The Union will take similar steps with respect to RNs in the bargaining unit. This will be done in an effort to minimize misunderstandings of rights and obligations.