

# **UAN / NVAC National Master Contract**

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UAN nurses overwhelmingly ratified this first-ever national master contract in 2004, which makes great strides in securing top-of-the-line care for our nation's veterans while ensuring VA nurses receive the respect and protection they deserve.

The contract is devoted entirely to the issues unique to RNs in the VA health system, including landmark health and safety language and expanded RN input into decision-making on issues such as staffing methodologies and Quality Improvement Boards.

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## PREAMBLE

**Section 1:** This National Master Contract is made between the Department of Veterans Affairs (DVA) and the United American Nurses (UAN). For purposes of this contract, the Department of Veterans Affairs will be referred to as the VA, VHA or Management, and the United American Nurses will be referred to as the UAN.

**Section 2:** The VA and the UAN agree that 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. The parties recognize that this relationship must be built on a solid foundation of trust, mutual respect, understanding, and sharing in the responsibility for organizational success.

**Section 3:** This relationship acknowledges the Registered Nurse's responsibility to base actions and decisions on sound professional judgment and embraces the principles of the [American Nurses Association's \(ANA\) Code of Ethics for Nurses](#) and the ANA Scope and Standards of Professional Nursing Practice.

**Section 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.

## **GENERAL PROVISIONS**

### **ARTICLE 1: RECOGNITION AND COVERAGE**

#### **Section 1: Exclusive Representation**

UAN is recognized as the sole and exclusive representative for all Registered Nurses in units, hereinafter referred to as local units, consolidated and certified by the [Federal Labor Relations Authority \(FLRA\) in case No. WA-RP-01-0066, dated November 16, 2001](#), and any subsequent certifications or amendments. The parties agree that should the UAN request the FLRA to include subsequently organized RNs within the Veterans Health Administration in the consolidated unit, such FLRA certification will not be opposed by VA if the unit would otherwise be considered an appropriate unit under the law. Upon certification by the FLRA, such groupings are automatically covered by the master contract.

#### **Section 2: UAN Role**

As the sole and exclusive representative, the UAN at the National level and the UAN local unit at the local level are entitled to act for and to negotiate contracts covering all nurses in the bargaining unit. The UAN is responsible for representing the interests of all nurses in the bargaining unit, regardless of membership status.

#### **Section 3: Nurses Representation**

A. The VA recognizes that, as the exclusive representative of RNs in the bargaining unit, the UAN has the right to speak for and to bargain on behalf of the nurses it represents.

B. The UAN will be given the opportunity to be present at any formal discussions with bargaining unit employees concerning matters affecting personnel policies, practices, or working conditions.

#### **Section 4. Bargaining Unit Eligibility**

Prior to taking an existing bargaining unit position out of the unit, Management will discuss the unit status with the Local UAN.

## **ARTICLE 2: GOVERNING LAWS AND REGULATIONS**

### **Section 1: Relationship to Laws and Regulations**

A. In the administration of all matters covered by this National Master Contract, applicable Federal Statutes shall govern management officials and RNs. They will also be governed by Government-wide regulations, including Title 38 CFR, in existence upon the approval date of this National Master Contract.

B. Under 38 USC Section 7422, collective bargaining by 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 employee compensation under this title." "... [T]he 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 and are governed exclusively by VA regulations. The parties intend that all articles in this National Master Contract should be interpreted consistent with such statutory provisions, regardless of whether or not [38 USC §7422](#) is specifically cited in the article.

### **Section 2: Relationship to VA Directives**

A. Where any Department or VHA Directive expressly conflicts with this National Master Contract, this Contract shall govern.

B. Portions of Directives/Handbooks which do not conflict with this National Master Contract will remain in force.

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

### **Section 1: Purpose**

A. Labor-Management Collaboration (LMC) involves the design, implementation, and maintenance of a cooperative working relationship between Labor and Management. LMC functions as an integral part of the labor-management relationship in creating a conducive and supportive work environment, promoting morale, and disseminating information.

B. Management and UAN are encouraged to support collaborative relationships that will renew their efforts in improving service to veterans and providing a positive work environment for employees.

### **Section 2: Principles**

A. The principles that guide collaborative relationships will be determined by the local parties. The activities of the LMC should be designed to promote a high quality, desirable work environment for the best nursing practice, more effective recruitment/retention of registered nurses, more effective and efficient administration of VA programs, and improved services to veterans.

B. The parties encourage open communication that facilitates collaborative recommendations, cooperation, and mutual respect.

### **Section 3: Scope**

A. The scope of LMC may include issues raised by either party regarding personnel policies, practices, and working conditions.

B. LMC may discuss the UAN views concerning the utilization of RNs.

### **Section 4: Training**

A. Management recognizes that by participating in LMC activities, the UAN does not waive its right to request formal negotiations.

B. For optimum results, the local LMC shall determine the need for, and type of LMC training needed.

### **Section 5: Expenses**

LMC costs shall be the responsibility of the VA.



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

### **Section 1: UAN-Sponsored Labor-Management Relations Training**

A. The parties agree that UAN-sponsored Labor-Management Relations (LMR) training is of mutual benefit when it covers appropriate areas such as contract administration and interest-based bargaining. The amount and use of official time, including scheduling arrangements, for UAN sponsored training is an appropriate subject for local negotiations.

B. The Director/or designee of the local Health Care System will be given reasonable advance notice of the training along with a specific agenda.

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

### **Section 2: Joint Labor-Management Relations Training**

A. National Level - Joint National Master Contract training may be provided after the signing and distribution of the contract within a reasonable period of time consistent with the availability of funds. This training does not preclude additional training by either party.

B. Local Level - The nature, amount and scheduling of joint labor-management training is a matter appropriate for local level negotiations.

C. Any training documents and media will be prepared jointly and published by the VA.

D. Participants in joint LMR training will be on paid work time, and such training will, as appropriate, count towards any annual training requirement that the VA may establish.

E. Local facilities are encouraged to give recognition to individuals or groups who advance the process of LMR training.

### **Section 3: Third-Party Sponsored Training**

Third party sponsored training may be considered official time as appropriate and will be determined locally.

## **ARTICLE 5: LABOR-MANAGEMENT RELATIONS NATIONAL MEETING**

**Section 1:** There shall be an annual one day joint face-to-face National VA Management – UAN meeting. The parties may mutually agree to extend the meeting beyond one day. The parties will exchange agenda items no later than six (6) weeks in advance. The agenda will normally not include matters addressed in other national forums. The parties will jointly determine whether additional meetings via current telecommunications technology are necessary.

**Section 2:** The VA will authorize official time (if otherwise in a duty status) for eight (8) UAN representatives and travel and per diem for eight (8) UAN representatives. UAN will provide to VA Central Office management the names of the UAN designated representatives no later than six (6) weeks in advance of the meeting, so that official time and travel may be authorized and properly arranged.

## **EMPLOYEE PROVISIONS**

### **ARTICLE 6: EMPLOYEE RIGHTS**

#### **Section 1: General Rights**

In an atmosphere of mutual respect, all RNs shall be treated fairly, equitably and without discrimination in regard to their political affiliation, union activity, race, color, religion, national origin, gender, sexual orientation, marital status, age, or non-disqualifying disabling conditions. Nurses will also be afforded proper regard for and protection of their privacy and constitutional rights. It is therefore agreed that VA management will endeavor to establish working conditions that will be conducive to enhancing and improving RN morale and efficiency. The provisions of this Article must be interpreted consistent with [38 USC Section 7422](#).

A. Instructions, assignments, and similar guidance will be given in a reasonable and constructive manner. Such guidance will be provided in an atmosphere that will avoid public embarrassment or ridicule. If a nurse is to be served with a warrant or subpoena, it will be done in private without the knowledge of other RNs to the extent it is within VA's control.

B. No disciplinary or adverse action will be taken against a nurse absent established facts, or upon such bases as unsubstantiated rumors or gossip.

C. No RN will be subjected to intimidation, coercion, harassment, or reprisal; nor will a nurse be used as an example to threaten other RNs.

D. Any surveys of staff will be done in a manner that will insure anonymity.

#### **Section 2: Rights to UAN Membership**

Each RN in the bargaining unit will have the right to join UAN and to act as a designated representative without fear of penalty or reprisal. This right shall extend to participation in all UAN activities including service as officers or stewards.

#### **Section 3: Rights to UAN Representation**

A. VA recognizes RN's rights to assistance and representation by the UAN, and the right to meet and confer with UAN representatives in private during duty time, consistent with law, this National Master Contract, and any local supplemental contract.

B. If the RN cannot be released immediately upon request to meet with a union representative, the RN will be released within a reasonable timeframe to schedule and

meet with a UAN representative. If such release is not made or not possible, appropriate relief from grievance time frames will be afforded.

#### **Section 4. Weingarten Rights**

A. The VA agrees to inform all RN's annually of their right to UAN representation under [5 U.S.C. 7114 \(a\) \(2\) \(B\)](#), commonly known as the Weingarten right. Specifically, the Weingarten right provides the following: In any examination of an RN by the VA (or any agency acting as an agent of the VA) in connection with an investigation, the RN has a right to UAN representation if he or she reasonably believes that the examination may result in disciplinary action, and UAN representation is requested by the RN.

B. In addition to an annual notification, at the beginning of any actual examination of an RN in connection with any investigation, the VA also agrees to provide notice to the RN of his/ her right to have a UAN representative present during the examination, if the RN so requests.

C. If the RN requests UAN representation, management will reschedule the meeting as soon as possible, and the UAN will be given the opportunity to be present. UAN recognizes that the nurse has the right to waive or refuse UAN representation.

#### **Section 5: Use of Recording Devices**

No recording device, electronic or otherwise, shall be used to make a record of any conversation between a bargaining unit RN and VA official without mutual consent except for Boards of Investigations, Inspector General investigations or law enforcement investigations. When a recording is made, the RN will be given the opportunity to review the original transcript for accuracy and will be provided a copy of the tape (and transcript if one is made) upon request. Information obtained in conflict with this Section will not be used as evidence against any RN in any way.

#### **Section 6: First Amendments 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 7: Access to Documentation**

Consistent with the [Privacy Act of 1974](#), [5 USC Section 552a\(d\)\(1\)](#), 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.

## **Section 8: Personal Rights**

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 DVA so long as such activities do not conflict with job responsibilities.

## **Section 9: 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.

## **Section 10: Whistle-Blower Protection**

In compliance 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 or Executive Order that the RN reasonably believes evidences a violation of law, rule or regulation; evidences mismanagement, a 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 11: Unlawful Orders**

When an RN reasonably believes that he/she is being asked to perform an order that violates the law or act beyond his/her scope of practice as defined by licensure, he/she will immediately bring his/her specific concerns to the supervisor or appropriate management official and follow established local policy. After administrative review, if management determines that the order was unlawful in the VA, the RN will not be subject to disciplinary or adverse action for reporting or failing to follow the unlawful order.

## **Section 12: Counseling**

Counseling is a necessary and important part of maintaining clear communication between managers and RNs. Counseling is considered neither punitive nor disciplinary in nature, and is intended to communicate standards and expectations and improve the quality of nursing care or individual performance. Counselings are to be positive in tone and will be conducted in a private, non-threatening environment.

### **A. Verbal Counselings**

1. Verbal 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 verbal counseling is necessary, the counseling will be accomplished during a private interview.

2. If a written confirmation or record of the verbal counseling is made by the manager, the RN will be provided a copy as soon as possible.

3. The RN may request UAN representation as appropriate.

#### B. Written Counselings

1. Written counseling will be accomplished according to VHA policy. Two copies of the written statement will be given to the RN.

2. A written counseling for misconduct may only be kept or used to support other personnel actions for up to one (1) year.

3. The RN may request UAN representation as appropriate.

#### **Section 13: Group Meetings**

When management conducts group meetings with bargaining unit RNs and the topics include personnel policies, practices, or working conditions, the UAN will be notified in advance and given the opportunity to be present.

## **ARTICLE 7: ALTERNATIVE DISPUTE RESOLUTION**

**Section 1:** The VA and UAN jointly acknowledge that the use of Alternative Dispute Resolution (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.

**Section 2:** The use, nature and implementation of the ADR program is encouraged by the parties where appropriate and will be determined at the appropriate level.

**Section 3:** ADR resolutions shall not set precedent unless mutually agreed to by the parties. Resolutions under ADR cannot conflict with or supersede collective bargaining agreements between the parties.

**Section 4:** Local implementation of ADR, to include the training of mediators, is an appropriate subject matter for local negotiations.

## **ARTICLE 8: APPOINTMENT AUTHORITY CHANGES**

Prior to granting an RN's request for a change in appointment authority (i.e. conversion from temporary to permanent, full time to part time, part time to full time, or from Title 38 to Title 5), an explanation of the change in rights and benefits will be provided in writing to the RN by management. How this will be implemented locally is a proper subject for bargaining. When the appointment authority of an RN is changed, an official personnel action ([SF50B](#)) will be issued to the RN.



## **ARTICLE 9: DEPENDENT CARE**

### **Section 1: Policy and Purpose**

The parties recognize that RNs may have special dependent care needs during working hours. The parties recognize the need for RNs to secure appropriate dependent care arrangements. The parties recognize that Legislation exists to support the provision of Childcare. The UAN retains the right to bargain at the appropriate level over the impact and implementation of any policy resulting from such legislation.

### **Section 2: Dependent Care Activities**

A. The VA will provide information on its human resources web site on such things as dependent care, parenting information, dependent care resources, referral information, workshops, 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 web site as described herein no longer remain accessible, the VA agrees to meet and bargain with the UAN for the purpose of making such information available to RNs.

B. VA supports the use of available local funds to foster solutions to childcare needs.

C. In accordance with applicable public laws, the VA agrees to pay legally permissible expenses for VA-employed dependent care RNs, for training, conferences, or other meetings deemed necessary, relevant, and connected to the provision of dependent care services, should the VA provide dependent care services at any facility.

### **Section 3: Dependent Care Committees**

If a decision is made to establish a dependent care center, a local committee will be established. The function of the committee shall be a subject of local negotiations.

### **Section 4: RN Related Dependent Care Needs**

A. It is agreed that the responsible official may grant emergency annual leave requests and will consider emergency requests for leave without pay (LWOP) brought about by unexpected changes in dependent care arrangements, contingent upon staffing and patient care needs.

B. The VA 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 when legal and appropriate.

C. The VA recognizes that on occasion RNs may need to make reasonable, brief contact with dependent care providers 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**

The local UAN will be kept informed of local dependent care initiatives.

## **ARTICLE 10: DETAILS, FLOATS, AND TEMPORARY ASSIGNMENTS**

### **Section 1**

A. VA Directives and Handbooks govern details of RNs. A detail is the temporary reassignment of an employee from the assigned nursing unit to meet nursing care needs on another unit. This definition also applies to floats to another work unit for all or part of a single tour of duty.

B. Unless precluded by patient care needs, management will solicit volunteers for details and consider seniority before making assignments.

### **Section 2**

A. The application of seniority to the selection of an employee for detail assignment will be a subject of local negotiations.

## **ARTICLE 11: DISCIPLINARY & MAJOR ADVERSE ACTIONS AND NON-DISCIPLINARY ACTIONS**

### **Section 1: General**

- A. The VA and the UAN recognize that the public interest requires the maintenance of high standards of conduct. No bargaining unit employees will be subject to disciplinary or major adverse action except for just and sufficient cause.
- B. Disciplinary and major adverse actions will be taken only for such cause as will promote the efficiency of the service.
- 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 taken fairly and equitably and will be based on the circumstances of each case.
- E. Disciplinary and major adverse actions will be timely based upon the circumstances and complexity of each case.

### **Section 2: Definitions**

For purposes of this Article, the following definitions in [VA Directive 5021, Appendix A, Section A Para. 3](#) are used:

- 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, transfer, reduction in grade, reduction in basic pay, or discharge taken against an RN for misconduct or performance.
- C. "Professional conduct or competence" means issues arising from direct patient care and/or clinical competence. Clinical competence includes issues of professional judgment.

### **Section 3: Removal of Disciplinary Actions**

- A. Admonishments may be removed from an RN's Merged Record Personnel Folder after a six (6) month period and reprimands may be removed after one (1) year. If an employee requests removal of such actions within the above time frames, management may comply with such request, if deemed appropriate. A grievance may not be filed

based on a supervisor's decision not to remove the action earlier than the regular time frames.

B. An admonishment will be removed from a RN's file after two (2) years and a reprimand will be removed after three (3) years. However, in cases of patient abuse, an admonishment or reprimand may be retained in the RN's file indefinitely.

#### **Section 4: Non-Disciplinary Actions**

Counseling, whether verbal or written, Performance Improvement Plans (PIPs), remedial training, and administrative reassignments will not be considered to be disciplinary actions. Counselings for conduct may be used to support disciplinary actions; counselings for performance, PIPs and remedial training may not be used to support disciplinary actions.

#### **Section 5: Processing Disciplinary Actions and Major Adverse Actions**

##### **A. Disciplinary Actions**

1. Management shall propose in writing to an RN any disciplinary action prior to issuance. An RN against whom an admonishment or reprimand is proposed, is entitled to fourteen (14) days advance written notice, except when the crime provision has been invoked. The notice will state specific reasons for the proposed action in order for the RN to fully understand the charges and respond. The VA agrees that the RN shall be given the opportunity to use up to eight (8) hours of duty time to review the evidence on which the notice is based and that is being relied on to support the proposed action. Additional time may be granted on a case-by-case basis. One copy of any document(s) in the evidence file will be provided to the RN or their designated representative.
2. The RN and/or representative may respond orally and/or in writing as soon as practical but no later than ten (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.
3. Extensions for replying to proposed admonishments and reprimands may be granted for good cause. The management official will issue a written decision as early as practicable, but in no case later than twenty-one (21) calendar days from receipt of any employee response. This time frame may be extended by mutual agreement.
4. The written decision will contain the following information:
  - a. A statement of whether any of the charges sustained arose out of a question of professional conduct or competence.

- b. A statement that consideration has been given to all evidence developed, including the employee's reply or replies.
- c. A statement of the decision official's determination regarding which charges, if any, in the advance notice were sustained, and which charges, if any were not sustained. If the RN replies both orally and in writing, both must be mentioned.
- d. 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.
- e. A statement concerning the RN's rights to file a grievance, and the time limit within which it must be filed.

5. In responding to a proposed admonishment or reprimand, the employee may request union representation.

## B. Major Adverse Actions

1. An RN against whom a major adverse action is proposed is entitled to thirty (30) days advance written notice, except when the crime provisions have been invoked. The notice will state specific reasons for the proposed action in order for the RN to fully understand the charges and respond. The VA agrees that the RN shall be given the opportunity to use up to eight (8) hours of duty time to review the evidence on which the notice is based and that is being relied on to support the proposed action. Additional time may be granted on a case-by-case basis. One copy of any document(s) in the evidence file will be provided to the RN or their designated representative.
2. The RN and/or representative may respond orally and/or in writing as soon as practical but no later than fourteen (14) 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. Management has the right to restrict the response time to seven (7) days when invoking the crime provision.
3. Extensions for replying to proposed major adverse actions may be granted when good cause is shown. The appropriate management official will issue a written decision at least five (5) days prior to the effective date.
4. The written decision shall include:
  - a. A statement of whether any of the charges sustained arose out of a question of professional conduct or competence.

- b. A statement that consideration has been given to all evidence developed, including the employee's reply or replies. If the RN replies both orally and in writing, both must be mentioned.
- c. A statement of the decision official's determination regarding which charges, if any, in the advance notice were sustained, and which charges, if any were not sustained.
- d. 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.
- e. A statement of the effective date (not less than 30 days from receipt of notice of proposed action), if the action imposed is a major adverse action. If the action is a suspension, the inclusive dates of the suspension will be stated; and
- f. A statement concerning the RN's rights to file a grievance, and the time limit within which it must be filed.

5. In responding to a proposed major adverse action, the employee may request union representation.

#### **Section 6: Final Written Decision of Disciplinary and Major Adverse Actions**

- A. The RN will be given two (2) copies of the final written decision and the RN may furnish one (1) copy to the Union.
- B. The final written decision will advise the RN how long the disciplinary action will be maintained in their Merged Records Personnel Folder (MRPF). Upon the RN's request, the supervisor will schedule a meeting with the RN to discuss the notice. If the RN elects to have a union representative present, the discussion will be scheduled when the Union has an opportunity to furnish a representative.

#### **Section 7: Investigations**

- A. Management will investigate an incident or situation as soon as practicable to determine whether or not discipline is warranted. Ordinarily the appropriate first-line supervisor or manager will make this inquiry.
- B. Investigations will be conducted fairly and impartially, and a reasonable effort will be made to reconcile conflicting statements by developing additional evidence. In all cases, the information obtained will be documented.

## ARTICLE 12: DRUG TESTING

### **Section 1 - General**

- A. Bargaining unit RNs are subject to mandatory drug testing according to applicable government-wide Federal regulations and [VA Directives/Handbooks](#).
- B. If an RN requests UAN representation with regard to any proposed or actual disciplinary action or other adverse action that is based, in whole or in part, on the results of a drug test, management will provide the UAN representative with a copy of the drug test result provided that the RN authorizes such production in writing.

### **Section 2 - Collection of Independent Samples Authorized**

- A. An RN required to submit to a mandatory drug test will, upon request, be permitted to provide an additional sample for testing by an independent HHS-certified laboratory at the RN's expense ("the independent sample"). The VA will provide an additional container for the independent sample, which will be collected from and packaged by the RN at approximately the same time as the samples collected by the VA.
- 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 VA 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 an RN's drug test, management shall not consider whether 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 13: EDUCATION AND CAREER DEVELOPMENT

### **Section 1: General**

A. The UAN acknowledges that while the VHA will strive to provide an environment conducive to progressive educational opportunities and career development, it is the personal and professional responsibility of each RN to maintain his/her licensure requirements.

B. RNs will have access to each facility's general and medical library during their assigned tour of duty. Procedures for access will be negotiated locally.

C. In addition to access as provided by [VA Directive 6001](#), RNs will have access to the Internet for job related research and VA-sanctioned career development.

D. Copies of reference materials such as: the VA Formulary, Medical Dictionary, Pharmacy Reference, shall be available on each Nursing Unit, either electronically or in hard copy.

### **Section 2: Education Programs**

A. In addition to mandatory education topics, the VA 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 to the extent that patient care needs allow.

B. Educational announcements (both internal and external) will be distributed manually or electronically 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).

C. Should the VA offer Educational Programs for Registered Nurses via computer or other technology for which an RN requires assistance, the VA shall provide such assistance.

D. The procedure for requesting funding and authorized absence for approved educational programs is subject to local negotiation.

E. RNs who are eligible for receiving tuition assistance will be given the opportunity to apply for the reimbursement funds. Upon request all RNs will be informed of the processes by which he/she may apply for any available funds.

F. Local facilities will develop procedures for maintaining training records.

G. RNs may have access to local library copies of video or audio programs aired over the VA Knowledge Network or similar communications vehicles. The VA will provide a copy of selected programs upon reasonable UAN request.

H. The UAN will have representation on appropriate local education-related committees, whose responsibilities are currently specified in [VA Directive](#) and [Handbook 5015](#). The impact and implementation of local education-related committees shall be an appropriate subject for local negotiations

### **Section 3: Orientation**

The VHA 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. This provision is not intended to set out contractual requirements for substantive training on issues relating to clinical competence.

### **Section 4: Career Development Program**

A. VA encourages the RN's 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. The specifics of local implementation of such a program are appropriate topics for local bargaining.

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

## **ARTICLE 14: EMPLOYEE ASSISTANCE**

### **Section 1: Program Purpose**

A. The VA agrees to implement and promote the Employee Assistance Program (EAP) that is a program for individuals with personal problems that may affect job performance or conduct. Examples of problems for which EAP may be an option are: emotional and mental distress, family discord, marital counseling, substance abuse, financial stressors, etc. This list is not meant to be all encompassing, as other services may be covered.

B. Information on the EAP program will be posted on appropriate bulletin boards. Updates/changes to the EAP program will be distributed electronically.

C. The EAP is subject to Federal law and government-wide regulations, including [42 USC 290aa et seq.](#), [5 USC 7361 et seq.](#), [Executive Order 12564](#). Nurses are encouraged to consult the Office of Personnel Management's website, <http://www.opm.gov/ehs/eappage.asp>, 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 VA will assure that no RN will have job security or promotion opportunities jeopardized as a direct result of initiating a request for counseling or referral assistance.

B. The VA will insure the confidentiality of all records of RNs consistent with current public laws and Office of Personnel Management regulations.

C. After an RN is no longer participating in the EAP program, records will be maintained confidentially and preserved in accordance with applicable laws and regulations.

D. The parties recognize that all confidential information and records concerning RN counseling and treatment will be maintained in accordance with applicable laws, rules and regulations.

E. Without an RN's specific written permission, the supervisor may not obtain information about the substance of the RN's involvement with a counseling program. Information obtained with the RN's authorization from such counseling programs may not serve as the basis for disciplinary or adverse actions consistent with 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 counseling services.

#### **Section 4: Disciplinary Action**

The EAP is not intended to shield the RN from a corrective action. Depending on the circumstances, it may be appropriate to offer assistance to an employee to help correct the performance and/or conduct problem as an alternative to the corrective action or at the same time the action is initiated. A corrective action may be warranted where there is an overt act of serious misconduct.

#### **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 (8) total hours.

#### **Section 6: Leave Associated with EAP**

It is the policy of VHA to grant leave (sick, annual, or Leave Without Pay (LWOP)) for the purpose of treatment or rehabilitation for employees under the EAP as would be granted for employees with any other health problem.

#### **Section 7. Accommodation**

RNs undergoing rehabilitation that will not permit them to function temporarily in their assigned position, may request temporary reassignment to another position. The request will be considered consistent with patient care needs.

## ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY

### **Section 1: Policy**

- A. The VA and the UAN 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), sexual orientation, national origin, age, political affiliation or disabling condition. Reprisal 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 VA EEO Program is designed to promote equal employment opportunity in every aspect of the VA's personnel policy and practice in accordance with applicable law and Government-wide rules and regulations.
- C. The VHA agrees to provide RNs electronic access to information describing the discrimination complaints procedures.
- D. The VA agrees to post the telephone number of the VA Office of Resolution Management (ORM) on appropriate bulletin boards.
- E. UAN membership on any local EEO Advisory Council/Committee is an appropriate subject for local bargaining.

### **Section 2: Equal Employment Opportunity Program**

The VA Equal Employment Opportunity (EEO) Program shall be administered to promote equal employment opportunity in every aspect of the VA's personnel policy and practice. The program shall be designed in accordance with applicable law and Government-wide rules and regulations, the [American with Disabilities Act](#), the [Rehabilitation Act of 1973](#) (as amended) and the [Vietnam Veteran's Readjustment Assistance Act of 1974](#) (as amended).

### **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 reprisal of any kind.
- B. RNs will pursue their complaints through established VA 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 alternative dispute resolution procedure, and the aggrieved RN has

agreed to participate in the procedure, there will be an extension of no more than sixty (60) days of the EEO counseling period.

D. The complainant may elect to use an existing Alternative Dispute Resolution (ADR) process; however, the complainant's rights to pursue an EEO complaint are not waived during the ADR process. At the same time, the complainant'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 complainant 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: Reasonable Accommodations**

The VHA will offer reasonable accommodation to qualified disabled RNs with known physical or mental limitations.

A. All VA facilities will be physically accessible to all RNs with disabilities.

B. The VA will grant leave, where practical and within the scope of applicable rules and regulations when accommodating the RNs disabling condition.

C. The VA will provide qualified disabled RNs consideration for training opportunities.

D. Where the local management has determined that reasonable accommodation is appropriate, RNs will be provided appropriate assistive devices. Such equipment does not cover personal items that the RN would be expected to provide such as hearing aids or eyeglasses.

E. Sick leave will be appropriate for use by a qualified disabled RN (who uses prosthetic devices, wheelchairs, crutches, guide dogs, or other similar type devices) for equipment repair, guide dog training or medical treatment. At the discretion of the supervisor, leave without pay, or annual leave in lieu of sick leave, may also be granted for illness or disability, if current sick leave balances do not cover the absence from duty.

F. At the National level, the VA will provide the UAN with a copy of the National Affirmative Employment Plan and any other reports submitted to the Equal Employment Opportunity Commission (EEOC), including statistical data, upon request.

G. Upon request by the local union, 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 UAN representative.

#### **Section 5. Special Emphasis Programs/EEO Advisory Committees**

The VA will request nominations from the local UAN and the local UAN unit may submit names for consideration by management to serve as Special Emphasis Program Coordinators and/or the EEO Advisory Committee members on a collateral duty basis.

## **ARTICLE 16: HOLIDAYS**

### **Section 1: Designated Federal Holidays**

RNs covered by this Master Contract will be entitled to the benefit of the holiday provisions for Federal and VA employees set forth in applicable statutes and regulations. The ten (10) 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. Independence Day- July 4th
- F. Labor Day- the first Monday in September
- G. Columbus Day- the second Monday in October
- H. Veteran's Day- November 11th
- I. Thanksgiving Day- the fourth Thursday in November
- J. Christmas Day-December 25th

### **Section 2: Other Holidays**

A. Other holidays may occur based on regional, ethnic, religious or other considerations and traditions. Federal employees 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 VA 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 and patient care needs, requests of this nature will be accommodated by the VA whenever possible.

### **Section 3: Holiday Scheduling**

A. Scheduling time off for all holidays, Federal and other, will be done on a fair and equitable basis, taking into account the mission and requirements of the VA.

B. Systems of preference or precedence, whether based on seniority or other factors, are an appropriate subject for local bargaining.



## ARTICLE 17: LEAVE & ABSENCES

### **Section 1: General Leave Provisions**

Leave for Title 38 Registered Nurses is governed by [VA Directive and Handbook 5011, Pt. III, Ch. 3](#). The contents of this Article are provided for informational purposes only. The aforementioned VA Directive and Handbook govern the accrual, use, and approval of leave and absences. The proper care and treatment of patients shall be the primary consideration in granting of leave. The VA leave program for employees shall be applied fairly and uniformly within the meaning of the provisions of the above VA Directive.

### **Section 2: Annual Leave**

A. Accrual of Annual Leave. Full-time RNs accrue annual leave at the rate of eight (8) hours per each full biweekly pay period. Part time RNs accrue annual leave at the rate of one (1) hour per ten (10) hours in pay status.

#### B. Use of Annual Leave

1. RNs may request or schedule annual leave and are entitled to use the entire 208 hours of annual leave they earn each year; however, annual leave is subject to approval by the appropriate official, based on workload and patient care needs.
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 registered nurses may not carry over more than 240 hours of annual leave at the end of each leave year.
  - c. 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 cancelled by VA for business reasons.
  - d. RNs faced with the possibility of losing accumulated annual leave at the end of the leave year are encouraged to schedule sufficient leave during the year to avoid the possibility of loss. When that option is not feasible, the RN is encouraged to consider donating the excess annual leave to a leave bank or to another VA employee in need of donated leave

to cover illness or injury. The restoration of any leave lost under this provision is described in VA Handbook 5011.

3. RNs are encouraged to take a minimum of two consecutive weeks of annual leave per year. Consistent with Section 1, VA will schedule weekend days off before, during, and after a week or more of annual leave, unless the RN requests in writing to work the weekends. Local negotiations will determine how this provision will impact scheduling and weekend rotations. In the event the RN requests leave beginning in mid-week, the RN may request scheduled days off before and/or after the leave if desired, and such requests will normally be honored by VA to the extent workload or patient care needs allow.
4. When an RN requests a change in scheduled annual leave, the rights of other RNs should be considered.
5. Approved scheduled annual leave will not be changed without the VA communicating the reason(s) for such change in advance and in writing to each RN affected by the change.
6. The taking of annual leave is an absolute right of the RN, subject to the right of management to fix the time at which leave may be taken. In an unusual or emergency 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.
7. The VA may advance up to 208 hours of Annual Leave to an RN, as provided in [Handbook 5011, Part III, Ch 3, para.6.f.\(3\)](#).

C. Scheduling Annual Leave. Policies and methods for scheduling annual leave are appropriate subjects for local negotiations.

### **Section 3: Sick Leave**

A. Accrual of Sick Leave.

1. 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.
2. The VA may advance up to 312 hours of Sick Leave to an RN, as provided in Handbook 5011, Part III, Ch 3, para.6.f.(3).

B. Use of Sick Leave. Sick leave may be used when RNs:

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

2. Are incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
3. Are required to give care and attendance to an immediate family member who is afflicted with a contagious disease and would jeopardize the health of others by being present on duty after exposure to a contagious disease;
4. 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
5. Provide care for a family member incapacitated by a medical or mental condition or attend to a family member receiving medical, dental, or optical examination or treatment; or
6. Make arrangements necessitated by the death of a family member or attend the funeral of a family member.

C. An RN (or designee when the RN is medically incapacitated) who is absent from duty on account of sickness will notify the person authorized to approve leave as early as practicable, normally prior to the beginning of the assigned tour of duty, so that arrangements can be made to provide patient care.

D. Family Friendly Leave. Leave under paragraph 5 and 6 may be used for any "family member," i.e., for an individual related by blood or affinity that the RN regards as family. However, such leave is limited as follows:

1. Full-time RNs may use up to forty (40) hours of sick leave in a year for these purposes, and up to an additional sixty-four (64) hours in a year, provided the use of such leave does not cause the RN's sick leave balance to fall below eighty (80) hours.
2. Part-time RNs are entitled to an amount of sick leave pro-rated based on the relationship of their employment to full-time.

E. If an RN does not have sufficient sick leave accrued to cover a sick leave request, the RN may request annual leave, compensatory time, or leave without pay in lieu of sick leave; however, approval by the supervisor is based on workload or patient care requirements. An RN may also choose to apply for advanced sick leave in accordance with applicable statutes, regulations, and policy.

## F. Medical Certification

1. For absences in excess of three consecutive workdays, VA may require a medical certificate or other administratively acceptable evidence for any sick leave requested under section 3b above. If the medical certificate does not provide sufficient information to warrant approval of the sick leave, an RN may be required to furnish additional evidence.
2. VA may consider the RN's certification as to the reason for the absence as administratively acceptable evidence. Any medical certificates or other evidence of illness that may be required, are to be submitted within 15 days after the RN's return to duty.
3. Sick Leave Restriction
  - a. Where it is determined, after an individual case-by-case review, that there exists an established pattern of sick leave abuse, Medical Certification may be required regardless of the duration of the absence. In cases indicating excessive absence on account of illness or where there has been determined to be 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. Failure to provide the required medical certification may be grounds for disapproval of Sick Leave.
  - b. Sick leave certification will normally be for a six-month duration. At the end of the six-month period, the sick leave certification letter may be extended or reissued to the RN should the supervisor 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. RN's who have worked for VA a minimum of twelve months may also be eligible to receive leave under [The Family and Medical Leave Act](#). (See Section 5 below.)
- B. The circumstances of an individual's case will be considered in determining an RN's incapacity 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.

## **Section 5: Family and Medical Leave**

A. [The Family and Medical Leave Act](#) (FMLA) allows eligible RNs to be granted up to twelve work weeks of unpaid leave during any twelve-month period for one or more of the following reasons:

1. Birth and care of a newborn child;
2. Adoption or foster care placement of a child;
3. Care for the serious health condition of a spouse, child, or parent; or
4. To take leave when the RN is unable to work due to a serious health condition, including pregnancy-related health conditions.

B. An RN does not qualify for FMLA benefits until the RN has worked for a minimum of twelve months for VA. VA also has a right to 30 days advance notice from RNs (whenever practicable) prior to the start of FMLA leave. VA 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 comply with these requirements may result in a delay in the start of the FMLA leave or the failure to approve requested FMLA leave.

C. In accordance with applicable statute, an RN who has received approval for unpaid leave under the Family and Medical Leave Act may elect to substitute accrued annual leave or accrued sick leave for all or any part of the approved weeks of unpaid leave, provided that such substituted leave is used consistent with current law governing the granting and use of such leave.

D. VA will provide RNs with access to information on the Family and Medical Leave Act.

## **Section 6: Entry of Leave into the Electronic Time and Attendance System (ETA)**

A. All requests for leave must be entered into the ETA for approval.

B. All requests for sick leave must be entered into ETA within 2 workdays after the RN's return to duty unless the leave was requested in advance.

## **Section 7: Excused Absences (Also referred to as Administrative Leave or Authorized Absence)**

VA may grant administrative leave or brief periods of excused absence without charge to leave or loss of pay, for activities that are in the Government's interest. With proper documentation, excused absence is permitted with the prior approval of the appropriate official for the following:

- A. Up to four (4) hours for donating blood to a recognized facility-sponsored or endorsed blood program;
- B. Absence for RNs participating 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 7 workdays per year for bone marrow donation and 30 workdays per year for organ donation.)
- C. Other reasons consistent with VA policy, including participation in emergency/disaster preparedness and civil defense activities, attending professional educational events or conventions, and participation in VA-supported programs whether offered by the VA or a third party.
- D. RNs may be excused to attend educational lectures, seminars, courses of instruction, etc., in the VA in-service training programs and to participate in other training as defined in 5 U.S.C. 4104. While absent from the usual worksite for such activity, the RN is considered to be on official duty during normal work-hours.
- E. Facility directors may excuse UAN representatives without charge to leave for training sponsored by labor organizations or the agency where the training will be a benefit to both the VA and UAN within the meaning of [5 USC 7131](#) and [VA Handbook 5011, Part III, Chapter 2, paragraph 12\(i\)](#), as made applicable to RNs by [VA Handbook 5011, Part III, Chapter 3, paragraph 9.o](#). Normally attendance at labor organization conventions is considered internal organization business unless there is clear and unequivocal information to the contrary. Requests for excused absence for training of a labor organization representative should be submitted by the employee in writing together with information supplied by the labor organization setting forth the content of the training, its duration, a statement of how training is related to the employee's performance of VA duties and a statement that the training is required. In addition, the employee's request should be submitted sufficiently in advance so that the facility can review the matter and make a decision.

### **Section 8: Military Leave**

- A. In accordance with [VA Handbook 5011, Part III, Chapter 3, paragraph 7.a](#), full-time RNs whose appointment is not limited to 1 year who are members of the National Guard or the Armed Forces Reserves are entitled to fifteen (15) calendar days of military leave in a fiscal year for active duty or active duty for training. Military leave is prorated for part-time career employees.
- B. Regular military leave is charged in increments of one (1) hour and does not include non-workdays falling within the period of absence of military duty.

C. Management 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 1.

### **Section 9: Leave without Pay**

A. Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty. LWOP may be requested in the same manner and for the same purposes as annual leave and sick leave.

B. Requests for LWOP will be given serious, bona fide consideration. The LWOP program will be administered fairly and uniformly.

C. Approval of LWOP is a matter of administrative discretion. An employee cannot demand that LWOP be granted as a matter of right except in the following cases:

1. Disabled veterans who are entitled to LWOP if necessary for medical treatment
2. Reservists and members of the National Guard who are entitled to LWOP if necessary to perform military training duties.
3. An RN has suffered an incapacitating job related injury or illness and is waiting adjudication of a claim for employee compensation by the Office of Worker's Compensation Program,
4. An RN makes a request under the Family and Medical Leave Act and meets the criteria for that program

D. Upon written request from the appropriate Union office, an RN may be granted LWOP to engage in Union activities in the national, state or district level, to work in programs sponsored by the Union or the AFL-CIO. Such requests will be referred to the appropriate Management official. Such RNs shall continue to accrue benefits in accordance with applicable OPM regulations. LWOP for this purpose is limited to one (1) year but may be extended or renewed upon proper application.

E. Upon return to duty after a period of LWOP, 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.

F. RNs may request LWOP for educational purposes.

### **Section 10: Absent without Leave**

Absence without leave (AWOL) is an unauthorized absence from duty. The RN receives no pay for such absence. Absence without leave (AWOL) is a payroll

classification, and is not a disciplinary action in and of itself but may serve as the basis for disciplinary action.

### **Section 11: Court Leave**

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. Procedures for scheduling tours for Court Leave are a topic suitable for local negotiation.



## **ARTICLE 18: NURSE QUALIFICATION STANDARDS, NURSE PROFESSIONAL STANDARDS BOARDS, AND PROFICIENCY REPORTING**

### **Section 1: Philosophy**

A. The VA Nurse Qualification Standards (NQS) and Nurse Professional Standards Board (NPSB) provisions represent a major professional advantage for every Registered Nurse in the VA.

1. The VA Nurse Qualification Standards define the performance, experience and education requirements for a registered nurse to be appointed to and promoted within the Veterans Health Administration. The performance of RNs will be measured using the VA Nurse Qualification Standards (NQS).
2. The NPSB represents a peer review body, which compares each nurse's performance, education and experience against those standards and guidelines.
3. The proficiency reporting system for RNs measures the degree to which an individual RN meets the appropriate qualification standard.
4. The VA and the UAN agree that 38 USC 7422 provides that negotiating and grievances over peer review are not appropriate.

B. The parties agree that the purpose and intent of the provisions of this Article are that recommendations for promotions to the greatest extent possible are made equitably and in a consistent manner. The NPSB is a recommending body only. The NPSB forwards all recommendations to the Executive Level for approval.

### **Section 2: Nurse Professional Standards Boards**

A. VA policy sets the procedures by which RN members of the NPSB are recommended by the Nurse Executive and appointed by the Medical Center Director.

B. On an annual basis, or as determined locally, 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.

C. The function and composition of Local NPSBs will be in accordance with VHA policy.

D. VA will provide the local UAN access to the names of current members of the local NPSB and the dates of appointment.

### **Section 3: Proficiency Reports**

A. There will be a continuous learning environment for staff on preparing for and writing proficiency content related to the Nurse Qualification Standards.

B. RNs will have the right to provide input into their proficiency rating. The VA will provide access to the NQS and Interpretive Guidelines so that RNs may refer to them in preparing their input.

C. Upon request of the local UAN, management shall provide training on the proficiency rating system and promotion processes, including the applicable interpretive guidelines. The method and frequency of training is an appropriate subject for local bargaining.

D. All RN proficiency ratings will be completed in a timely manner, as specified by VA policy.

#### **E. Delayed Proficiencies**

1. In the event an employee's proficiency is delayed through no fault of the employee beyond the due date specified in VA regulations, the failure to issue the proficiency by the due date may be grieved. The remedy for such grievance, if sustained, is that consideration for time in grade requirements at the next grade shall commence ninety (90) days after the proficiency was due or the first pay period after the signature of the Board action by the Medical Center Director, whichever is earlier. Back pay may be awarded in connection with such a grievance only if provided for in VA Regulations.

2. This section is not intended to allow for arbitration or other third party review other than that referred to in (1) above.

F. RNs have the right to be evaluated, and have their proficiencies written by supervisors who have been trained in the proficiency rating system.

### **Section 4: Promotion Consideration**

A. Any RN boarded by the NPSB can upon request receive a copy of the signed board action. The RN may request an explanation of the board action from their supervisor or the board chair.

B. Any RN denied a promotion shall, upon request, be afforded a promotion reconsideration as outlined in VA policy.

C. All board activity is confidential and RNs should not request any information from board members except the chair. The board chair cannot share any board information

until the Director officially signs off on the board action. Board action discussions will be relative to the specific individual in question.

## **ARTICLE 19: 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 regulations, VA Regulations, this Contract and any other Supplemental Contracts.
- B. All Merged Records Personnel Folders (MRPF)/Employee Medical Files (EMF) are confidential and 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.
- C. All MRPFs, medical and other records with personally identifiable information will be maintained in a secure location.
- D. RNs will be annually advised of the purpose, and intended use of the MRPF 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. During normal duty hours, RNs and/or their representative(s) designated in writing will have the right to examine records personally identified to the RN (i.e. MRPF, EEO, evidence files, appeal and grievance records, functional statements and competencies.) This access will be provided in accordance with local policy and procedures. Management will endeavor to allow RNs and/or their representative access to such records within a reasonable period of time. If the records are not maintained at the local facility, the Administrative office will initiate action to obtain the records and make them available to the RN or designated representative normally within 3 working days.
- B. RNs may have a person of their choosing accompany them when they are reviewing their records. However, if accompanied, the RN must sign a written statement authorizing discussion of that individual's record in the accompanying person's presence. [The VA Form 5571](#) may be used for this purpose. A VA official must be present during a personal review of a record to ensure the integrity of the record.
- C. RNs, or their representative(s) specifically identified and appointed in writing by the RN, may receive at no cost copies of personally identified records. Additional copies will be provided, however, there may be a charge in accordance with the VA fee schedules in effect at the time of the request. RNs may request access to their own EMF maintained by the facility in accordance with established VA policies.

### **Section 3: Clarification or Rebuttal of Information in Official Records**

A. Every RN will retain the right to prepare and enter a brief statement of disagreement with, rebuttal to, or clarification of, any document filed in the MRPF 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: Out-Dated Records**

A. All MRPFs will be purged and information disposed of in accordance with the appropriate records control schedule.

B. When MRPFs are purged, all purged materials shall be returned to the RN within a reasonable period of time.

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:**

Management 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 VA as an official system of records.

### **Section 6: Uses and Misuses of RN Social Security Number and ID**

A. The VA shall maintain the confidentiality of the RN's Social Security Number in accordance with [Executive Order 9397](#), the [Privacy Act of 1974](#), and all applicable legal requirements.

B. Consistent with Executive Order 9397 and the Privacy Act of 1974, 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. Staff members will not be identified by their full or partial social security numbers on any publicly available lists, including but not limited to educational offering sign-in sheets.

D. Consistent with the Privacy Act and to the extent technologically feasible, employee 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, VA will cooperate with any related investigation and/or prosecution. Should the VA find that the offender in such a case is a VA employee, it will refer the offender for criminal prosecution and/or administrative action as appropriate.

## **ARTICLE 20: ORGANIZATIONAL PERFORMANCE IMPROVEMENT**

**Section 1:** Both parties recognize the importance of a strong commitment to a comprehensive organizational Performance Improvement (PI) program in the VA system. The VA's PI program is governed in part by prevailing accreditation standards and VA Directives. The program emphasizes quality service to the Veteran, which is the cornerstone of the relationship between the VA and RNs.

**Section 2:** Both parties agree that the commitment of the VA, UAN and RNs at every level is critical for success of the PI program.

A. The UAN will be represented on the facility-level PI Program Committee(s) and other locally negotiated appropriate PI Program Committees.

B. UAN bargaining unit RNs will receive training appropriate to their PI task or responsibility.

C. The involvement of UAN in the local PI program is an appropriate subject for local negotiations. This may include distribution of minutes.

## **ARTICLE 21: OUTSOURCING**

### **Section 1: Consultation**

VA officials will solicit and consider UAN input at the appropriate level when considering whether to outsource any work performed by RNs or work that will require RNs to perform additional duties.

### **Section 2: Site Visits**

The VA will notify the UAN if a site visit is going to be conducted for potential bidders seeking to contract for work performed by RN bargaining unit employees. A UAN representative will attend any such site visit.

### **Section 3: Notification**

The VA will, upon determining that work performed by RNs will be contracted out, notify the UAN of this determination. The UAN may exercise its statutory right to bargain at any time within thirty (30) days of such notification.

### **Section 4: Placement**

When RNs are adversely affected by a decision to outsource, the VA will endeavor to find available positions for affected RNs. This effort will include:

- A. Establishing an employment priority list and a placement program.
- B. Giving priority consideration for available positions for which the RN applies; and
- C. Paying reasonable costs for training that contributes to placement.



## ARTICLE 22: OVERTIME & COMPENSATORY TIME

### **Section 1: General**

A. Overtime and compensatory time are governed [by VA Directives and Handbooks 5007, Part V, Ch. 2](#) and [5011, Part II, Ch. 3](#). Overtime pay for RNs is governed by 38 USC 7453(e). The following summary of pertinent provisions is offered for informational purposes only.

B. Management will endeavor to minimize involuntary overtime.

### **Section 2: Compensatory Time**

A. If an 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.

B. 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 nurse in question. No coercion will be used by the VA to influence the RN's selection of overtime or compensatory time.

C. Any RN who is unable to use earned compensatory time, i.e., whose written request for compensatory time was not granted within the time period specified by VA Directives and Handbooks, will be paid for the overtime work at the overtime rate.

### **Section 3: Overtime**

A. RNs may voluntarily place their names on rosters that may be used when overtime becomes necessary. The scheduling of voluntary overtime is an appropriate subject for local negotiations.

B. An RN's decision to volunteer for overtime or refrain from volunteering for overtime will not be used as a basis for discrimination or preferential treatment.

## **ARTICLE 23: PROFESSIONAL COMPETENCE, ACADEMIC EDUCATION AND PROFESSIONAL DEVELOPMENT**

### **Section 1: Philosophy & Definitions**

A. 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 VA and UAN 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, experiential learning, consultation, teaching others, professional reading, distance learning, research, and self-directed educational activities.
6. Educational programs and offerings will reflect changes in advances in nursing practice, health care delivery systems and technology, and consumer demographics.

B. 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.

C. Continuing education refers to systematic professional learning experiences designed to augment the knowledge, skills, and attitudes of registered nurses and therefore enhance the RNs' contributions to quality healthcare and their pursuit of professional career goals. Staff development is a directed process that promotes professional practice and continuing competence through assessment of needs, program planning and evaluation.

### **Section 2 – Professional Development**

A. The VA will encourage RNs to further their academic education.

B. Ongoing educational programs and activities will be designed and presented to RNs to facilitate acquisition, maintenance, or development of professional nursing knowledge, skills and abilities necessary to assure continued competence in the workplace.

C. Ongoing educational activities will also be designed and offered to RNs to foster professional development, in addition to those required to maintain competence. Subjects and topics for such activities will be suggested by periodic surveys of RNs at each facility.

### **Section 3 – Professional Competence**

A. In accordance with VHA policy, RN competence will be assessed and validated during the orientation process at the unit level. This orientation process will include socializing the new RN into the organizational culture and philosophy of the VA, as well as familiarizing the new RN with policies, procedures, role expectations, and other knowledge necessary for him/her to practice nursing effectively in the VA environment. This orientation will specifically address all aspects of performance in accordance with the RN's functional statement.

B. The VA 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 in identification and development of facility-wide and unit-based RN competency needs.
2. Soliciting input from practicing staff RNs into ongoing evaluation/updating of staff RN competencies.
3. Ensuring that RN competencies are within the scope of applicable State Nurse Practice Acts and/or VHA regulations.
4. Ensuring that nursing staff are familiarized, trained and have supervised practice with demonstration/return demonstration on all new equipment used by the VA. 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 management.
5. Ensuring that competencies are clearly written and clearly communicated to all affected RN staff, and documenting the RNs' completion of competencies.
6. Providing a copy of current facility-wide and unit-based competencies to the local UAN bargaining unit.

C. When detailing (or floating) of RNs is required, management will take steps to ensure that RNs have the competencies to perform the assignment. Specific orientation for float RNs will be developed at the local level.

D. Local implementation of subjects addressed in this Article is appropriate for local negotiation pursuant to [38 USC 7422](#).

## ARTICLE 24: RECOGNITION & AWARDS

### **Section 1: Philosophy and Definitions**

#### A. Philosophy

The value of awards and recognition to motivate employee excellence and achievement is well known. Timely recognition and awards for those employees who surpass standards and expectations, enhances the mission of the VA, is appropriate and motivates further contributions. RNs who make noteworthy contributions in support of organizational goals and objectives should be considered for recognition consistent with local policy.

#### B. Definitions

1. Awards refer to the entire range of rewards available to recognize an employee 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 employees without charge to leave. They are granted in increments of 4 hours. The maximum amount of time off that may be granted to any employee during a 12 month period is 80 hours, with no more than 40 hours being granted to an employee for a special contribution.

### **Section 2: Awards Process**

A. The VA, the UAN and employees each have important roles in identifying RNs who may be deserving of recognition and awards to their respective supervisors. The awards and recognition program will consider recommendations from the Union and employees. RNs will be encouraged to submit suggestions and to assist in the

development and testing of ideas. Upon request, the supervisor will assist the employee so that the suggestion is sufficiently described for successful evaluation.

B. The parties are encouraged to develop awards and recognition programs through local collaborative processes.

C. The Medical Center Director retains sole authority to decide on awards within his/her jurisdiction. Decisions on awards are solely within management's discretion and not subject to collective bargaining.

## **ARTICLE 25: RESEARCH**

### **Section 1: Philosophy**

- A. The parties 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 professional nurse's role/career development. Consistent with patient care needs, VA will encourage and support participation by RNs in VA-approved research projects, including those of the Institutional Review Board and/or Health Services Research and Development.

### **Section 2**

- A. When VHA enters into any research project that will affect RNs working conditions, management will meet its statutory obligations.
- B. When a research project results in an innovation, major change in documentation, or major change in technology that impacts RNs throughout the system, the VHA agrees to seek input from UAN at the appropriate level prior to implementing the change.
- C. RNs will be encouraged to develop their research knowledge and abilities. As practical, VA will provide access to information on available training/educational programs that would enhance the nurses' research knowledge. To the extent practical, RNs will have access to information on available VA grants and research programs that may relate to their area of research interest. Methods of access are appropriate subjects for local negotiations.
- D. Data analysis and recommendations from any local patient care/nurse-related research that affects working conditions will be provided to the UAN upon request.
- E. Nurses 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 Article 8 – Appointment Authority Changes. Prior to the expiration of time-limited appointments or exhaustion of research grant funds, RNs serving on such appointments may apply and will be considered as internal candidates for posted Nursing Service vacancies on their respective service/care lines in accordance with Article 34 – Vacancy Announcements.

## **ARTICLE 26: RESTRUCTURING, CONSOLIDATING, INTEGRATING OR CLOSING VA FACILITIES OR UNITS**

### **Section 1: Philosophy**

A. The VA may consider restructuring, consolidating, integrating, share(ing) agreements or closing facilities/ units. These actions may result from changes in patient care demographics and needs, changes in health care delivery systems or other issues.

B. Related considerations may include (but are not limited to): patient volume, acuity, revenue, patient care needs, hours of operation, services delivery, operative or other invasive procedures, programs and services available, support staff, and impact of legislation.

C. In the event that restructuring, consolidating, integrating or closing facilities/units is contemplated or proposed, UAN at the appropriate level(s) will be notified and given the opportunity to comment and discuss their concerns with management. Notification of the closing or opening of a VHA facility shall be given to the UAN National Office.

### **Section 2: Staff Adjustment 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 VA will provide reasonable notice (normally 60 days) to the UAN and to all employees affected. In all cases employees will be given a minimum of 30 days advance notice. Once the 30-day notice has been given, the UAN will be given a list of affected RNs. The notice will include the reason for the staff adjustment, anticipated scope of impact and time frames, as well as information concerning the availability of placement and other types of assistance.

B. The VA will bargain with the UAN at the national level, to the extent allowed by law, any system-wide staff adjustment policy and its implementation.

C. If a staff adjustment is required, a written plan will be developed. The plan should:

1. Include the basis for the staff adjustment and a revised organization chart,
2. Specify the criteria for considering individuals for assignment. If the qualifications of individuals under consideration are otherwise generally equal, preference will be given to veterans, and within each group (i.e., veterans with a service-connected disability, veterans and non-veterans) a ranking will be developed on the basis of length of creditable Federal service.
3. Address efforts to lessen the impact of any changes on employees.



### **Section 3: Unit Level Actions (no loss of nurses)**

A. When a unit is moved to another area within the facility without a change in the unit's mission or staffing, management will meet with UAN and the RNs who would be affected by the move to discuss the impact.

B. Identification of RNs affected will be made to the UAN local Unit prior to notification of the individual RNs. RNs will normally be given at least two weeks advance notice when a unit is going to be closed and the RNs are reassigned. Impact and Implementation will be locally negotiated to the extent allowed by law.

## ARTICLE 27: SAFETY, HEALTH, AND ENVIRONMENT

### **Section 1: General Duty Clause**

A. Both parties recognize that a safe and healthy work environment is highly valued by the VA and RNs alike. Accomplishment of the Department of Veterans Affairs mission is predicated on all VA management officials and RNs adhering to high standards of safety, health, and environment. The VA will investigate and abate workplace hazards and /or provide engineering and administrative controls, material substitution, training and personal protective equipment to control employee exposures to recognized safe levels.

B. When the 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 administrative authority. Management will promptly initiate appropriate corrective action when an unsafe or potentially hazardous condition is reported.

C. In the case of imminent danger situations, employees 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 employee has a right to decline to perform their 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 employee must report the situation to their supervisor or another supervisor who is immediately available.

D. If the condition can be corrected and the corrected condition does not pose an imminent danger, the employee must return to work. If the supervisor cannot correct the condition or does not feel that an imminent danger condition exists, the supervisor shall request an inspection by facility safety or health personnel as defined in [29 CFR 1960.25](#). While awaiting an inspection and the completion of any repairs resulting from the inspection, management may require that the employee perform alternative tasks for which the employee is qualified.

E. A UAN representative will be given the opportunity to be present during the inspection by the safety and/or health personnel representative. Management shall investigate all instances where the safety or health personnel have failed to notify the UAN of inspections or failed to provide an opportunity for UAN to be present during inspections. Management shall provide the Local with a written explanation stating the reason(s) for such failure and any corrective actions taken. If the safety or health personnel representative decides the condition does not pose an imminent danger, the

instruction to return to work shall be in writing and contain a statement declaring the area or assignment to be safe. Refusal to perform an assignment after the safety or health personnel representative has deemed it to be safe may result in disciplinary action.

F. When Management receives a report that a dangerous, unhealthful or potentially dangerous or unhealthful condition is present at a particular work site, management shall notify the facility safety committee and the local UAN Health and Safety representative of the alleged dangerous or unhealthful condition.

G. Each VA facility will maintain conditions of safety, health and sanitation in accordance with all applicable laws, regulations and directives. VHA management will provide risk assessments and determine the appropriate engineering and administrative controls and guidelines.

H. All health and safety equipment that is determined necessary by management for a particular job will be furnished by the Medical Center.

I. If a workplace illness or injury necessitates removal of the RN from their normal work environment pending a final decision by 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 consistent with patient care needs. The UAN will be notified before an interim placement is effected.

## **Section 2: UAN Involvement**

A. The UAN, recognizing the importance of safety, health and environment to the well-being and working conditions of RNs, will appoint National Safety Representatives (NSR) from among its membership. VA will notify three individuals identified by UAN on national safety issues. Management will solicit at least one UAN nomination for appropriate national level safety/health/environment initiatives. VHA will pay tuition, travel and per diem expenses for one UAN National Safety Representative to attend one safety conference each year.

B. Consistent with VA policy, each local facility will develop and/or maintain safety policies and procedures to be observed by all RNs. The parties acknowledge that UAN representatives make valuable contributions when participating in the development of safety and health policies and procedures. The parties are encouraged to solicit UAN participants in/on taskforces and committees related to this field. The UAN retains the right to comment on policies and procedures proposed by management and negotiate as appropriate.

C. The UAN will be represented on the facility safety and Environment of Care (EC) standing committee(s) in each VA facility, as permitted by VA / VHA policy. The UAN will be offered representation, as appropriate, on other safety-related committees, as well as National committees, subcommittees, councils/boards whose decisions affect or

impact on the health and safety, or the work environment of represented RNs. The UAN representative will have the right to submit agenda items, request evaluation of hazards and represent a UAN member at the employee's request. The UAN representative on these committees will be permitted use of FTS, conference call and videoconferencing facilities when required in support of committee business.

D. The UAN local safety representative will be afforded the opportunity to participate in health or safety related inspections impacting RNs. The UAN 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. The UAN may have 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 based on unsupported content, as determined by VA management. If an inspection leads to implementation of an abatement plan, the UAN will participate in OSHA/EC committee oversight of such plan.

E. Each VA facility will promptly initiate corrective action when management determines that there is an unsafe or potentially hazardous condition.

F. The UAN local safety representative will attend the VHA Basic and Intermediate Union Safety Courses at the earliest opportunity at VA expense.

G. Once the local UAN Safety Representative has completed the Basic and Intermediate safety courses, he/she will be able to attend one safety conference each year at VA expense. The UAN may request funding for additional events, which the local facility will consider subsidizing based on available travel funds and overall benefit.

### **Section 3: Training**

A. In accordance with VHA policy, each facility will provide RNs with safety training annually. All RNs will be provided training on procedures and equipment, recognized best practices and manufacturer recommendations. RNs are responsible for reporting operational and equipment status to supervisors and ensuring safe and proper use of equipment.

### **Section 4: Ergonomics**

A. The UAN reserves the right to identify potential ergonomic workplace hazards, request evaluation of a designated workplace and/or workplace equipment.

B. Patient Transfer Equipment

1. The VA will evaluate and may obtain and utilize state-of-the-art engineering controls to eliminate manual lifts. Assistive devices will be available as

appropriate. Upon request UAN will be provided a copy of the patient transfer equipment evaluation.

2. Each VA facility 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 UAN will be provided a copy of the ergonomic evaluation.

3. The patient fall risk assessment will be conducted and communicated to affected staff according to established VHA policy.

### **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 VA facility will provide non-latex or powder-free low latex content products to the extent their usage is appropriate.

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. The RN may discuss this assignment with UAN.

### **Section 6: Occupational Health Program**

A. Each VA facility will provide the following Occupational Health services, in accordance with VA and Title 38 regulations:

1. When feasible, RNs are responsible for notifying their supervisor of their intention to seek medical treatment in the employee health unit. When this is not feasible, the RN may report directly to the occupational health unit authorized to render emergency care. The RN may obtain emergency diagnosis and initial treatment for injuries or illness that becomes necessary during working hours and that is within the competency of the professional staff and facilities of the Occupational Health Unit.

2. Annual physical examinations, at the request of the RN.

3. All medical examinations, tests and/or immunizations deemed essential and authorized/mandated by VA regulations.

4. The Occupational Health program is not a substitute for the RN's personal physician. However, if an 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.

5. 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 Employee Medical File is a VA system of records with disclosure governed by the Privacy Act and the applicable system of records notice - 08VA05. The EMF is used to document VA medical treatment related to on-the-job injuries and illness. However, claim forms and related documentation other than VA medical treatment records are removed when a claim is submitted to the Office of Workers' Compensation Programs (OWCP) and filed in OWCP's Federal Employees' Compensation Act File, DOL/GOVT-1. The Privacy Act and the preceding system of records notice govern disclosures from DOL/GOVT-1.

## **Section 7: Exposure Prevention and Management**

A. VA will implement programs addressing Blood Borne Pathogens, High Risk Exposure Situations, Hazardous Material Safety Data, Radiation Exposure and TB in accordance with OSHA, Nuclear Regulatory Commission regulations and other applicable Federal and VA Directives.

B. Needlesticks/Other Exposures

1. Each VHA facility 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. 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 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 same.

3. In accordance with VA regulations, each VA 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.
4. Universal Precautions must be observed in accordance with VA policy.
5. The medical center will provide an exposure management program for occupational exposure to blood-borne pathogens in accordance with law and regulation and current CDC Guidelines.
6. Post-exposure evaluation and follow-up will be conducted in accordance with applicable OSHA standards in [29 CFR 1910.1030\(f\)\(3\)](#). VA shall provide relief as soon as possible to ensure timely treatment.
7. Following a report of an exposure incident, the employer will make immediately available to the exposed RN a confidential medical evaluation and follow-up in accordance with [29 CFR 1910.1030\(f\)\(3\)](#).

#### C. High Risk Exposure Situations

1. The RN exposed to a patient(s) with an undiagnosed communicable disease will be notified by the appropriate program official as soon as the diagnosis is established on a laboratory or clinical basis. An 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, or have clinical conditions including pregnancy or breastfeeding, should discuss their work responsibilities and environment with their supervisor. RNs with documented special needs will be accommodated on an individual basis, as appropriate.

#### D. Radiation Exposure

1. RNs working with radiation will be issued and required to wear approved personal protective equipment 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 at least quarterly, or at 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 employee should be placed on a limited exposure protocol.

#### E. Tuberculosis

1. RN training, surveillance, and treatment will occur as stated in VA policy in [VA Handbook 5019, Part IV, Section 2](#) and will be at no cost to the RN.
2. Provisions for reading TB skin tests during other than administrative tours will be made by the VA and communicated to all RNs subject to testing at the time of the annual TB skin test.

#### F. Hazard Communication

Pursuant to OSHA Hazard Communication Standard ([29 CFR 1910.1200](#)), Material Safety Data Sheets 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.

### **Section 8: Security**

#### A. Work Environment

Each VA facility will provide:

1. 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 VA owned property.
2. Facilities for those RNs, both male and female, who are required by local management to change in and out of uniform.
3. Management will make reasonable efforts to provide secure space for placement of purses and wallets on the RN's work unit or in a designated area.

#### B. Parking

In VHA owned parking facilities, management will provide well-lighted parking areas for RNs whenever possible. Upon request, a VA police officer will be provided when available to escort an RN to his/her car.

#### C. Violence

1. Each VA Medical Center will develop a violence prevention policy that considers training, environmental design, and emergency response based on the local hazard analysis and the OSHA Guidelines.
2. In accordance with VHA policy, management commits to increasing the awareness of all RNs with respect to ways to prevent, reduce or avoid incidents of workplace violence.



3. The local Occupational Safety and Health (OSH) and/or Police and Security staff will provide risk assessments and recommend the appropriate engineering and administrative controls and guidelines to local management. Upon request, UAN will be provided a copy of this assessment.

4. RNs will have the right to submit suggestions to improve physical security at each local facility.

### **Section 9: Patient Safety Incident Reports**

RNs who voluntarily submit patient safety incident reports 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 the VA healthcare system becomes the safest system for health care.

## **ARTICLE 28: SENIORITY**

### **Section 1: Local Negotiation**

For the purposes of this National Master Contract, the precise definition of seniority shall be an appropriate subject for local negotiation.

### **Section 2: Continuity**

If any UAN local has previously used a definition of seniority from a prior local contract, this definition will continue to be used in that local VA facility until changed by local negotiation.

## ARTICLE 29: SPECIAL PHYSICAL EXAMINATION (COMMONLY KNOWN AS FITNESS FOR DUTY) AND PHYSICAL STANDARDS BOARD

**Section 1:** In accordance with [VA Handbook 5019](#), the VA may direct an RN to undergo a special physical examination (fitness for duty) to resolve questions of physical or mental ability to perform the duties of an RN position. An examination may also be necessary to determine physical and mental fitness to resume duty after illness.

**Section 2:** In the event that Management believes that an RN is physically or mentally incapable of performing their duties, the employee 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 employee is entitled to UAN representation.

**Section 3:** No Registered Nurse will be determined physically or mentally incapable of performing duties satisfactorily without benefit of a Physical Standards Board deliberation unless the employee is being evaluated for medical disability retirement.

**Section 4:** In unusual circumstances, e.g., when an immediate determination must be made as to an employee's mental or physical fitness to remain on duty, the RN will be given verbal notice as to the grounds for such an examination. Otherwise, advance written notice of a special physical examination shall be given to the Registered Nurse. The notice will include:

- A. Reason for examination;
- B. Date, time and location of examination (including travel information, if appropriate); and
- C. 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 by, a Physical Standards Board.

**Section 5:** The VA and the UAN agree that [38 USC 7422](#) provides that negotiating and grievances over issues of professional conduct or competence, including RNs' physical or mental fitness for duty, are not appropriate.

**Section 6:** 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.

**Section 7:** 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.

## ARTICLE 30: STAFFING

### **Section 1: Philosophy**

The parties acknowledge that staffing practices affect the types and amounts of duties required of an RN, and may potentially impact upon the RN's licensure.

### **Section 2: Consultation**

VA will solicit and consider input from UAN at the appropriate level 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\(b\)](#).

## ARTICLE 31: 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, clothing, or uniform of an RN, or at particular areas where RNs work).

B. An agency'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 its personnel, physical property, and operations against internal and external risks. The parties recognize that 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 management. If the VA uses covert or hidden surveillance during an investigation, and a proposed disciplinary/adverse action results in which the RN requests UAN representation, the UAN will be given, at no cost, a copy 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 an RN would have a reasonable expectation of privacy unless management 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. The VA will ensure that monitoring and surveillance is restricted to authorized individuals who will use it only for legitimate agency purposes.

F. The impact and implementation of monitoring and surveillance programs are subjects for local negotiations to the extent allowed by law.

### **Section 2: Computer/Individual/Workplace Monitoring and Surveillance**

A. Managers are expected to employ monitoring tools to detect improper use of government information resources consistent with [VA Directive 6001](#). Management officials with a need to know may access any electronic communications.

B. The parties recognize that this Article shall not preclude the introduction of valid information, incidentally obtained through computer, individual and workplace monitoring to support appropriate disciplinary action.

C. UAN 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.

## **ARTICLE 32: TELEWORK**

The Telework Program, as set forth in [VA Handbook 5011, Part II, Chapter 4](#), shall be applicable when appropriate to RNs covered by this contract.

## **ARTICLE 33: UNIFORMS, APPEARANCE, & PROFESSIONAL IDENTIFICATION**

### **Section 1: Uniforms & Appearance**

A. Uniforms and dress code policy is a subject for local negotiations and bargaining, and is subject to the following general guidelines:

1. Work uniforms, whether provided by the RN or by the VA, 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 VA does not provide uniforms, RNs will be provided with a uniform allowance in accordance with VA policy.
4. When VA issues uniforms, VA will be responsible for the maintenance.

B. Each registered nurse will present a clean, well-kept, professional appearance.

C. RNs will remain in compliance with safety guidelines, infection control guidelines and locally negotiated policies in order to maintain a safe work environment for patients and staff.

### **Section 2: Professional Identification**

A. Name badges or identification cards must be worn according to local facility policy. The "R.N." or "Registered Nurse" title on the name badge is a requirement and must be visible to staff, patients and their families at all times.

B. If space permits on local name badges or identification cards, the RN may have an academic or certification credential added to the identification.

C. 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.

D. Registered Nurses may wear appropriate pins and/or buttons, specifically including School of Nursing, UAN affiliation and professional association. Such pins or buttons will not obscure the view or function of name badges or identification cards, and will comply with applicable laws and safety considerations, as well as locally negotiated policies or local supplemental contracts.



## **ARTICLE 34: VACANCY ANNOUNCEMENTS**

### **Section 1: General Provisions**

- A. All vacant local bargaining unit positions, including newly established bargaining unit positions, will be posted on bulletin boards and/or computerized announcements, with a copy to the local UAN office.
- B. The posting and application period will run simultaneously for a minimum of fourteen (14) calendar days.

### **Section 2: Contents of 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 and role function
- D. Educational and experience requirements
- E. Tours of duty, if specific
- F. Anticipated date the vacancy will exist, if future
- G. Nature of position-permanent/temporary, full-time or part-time, float or relief
- H. The closing date of the announcement

### **Section 3: Vacancy Procedures**

- A. Management retains the right to decide whether to fill a position, to determine qualifications for positions to be filled, determine the area of consideration, and to make judgments as to employee qualifications.
- B. RNs will have an opportunity to compete for selection for a posted vacancy. Applicants that are interviewed for a job vacancy will be asked similar questions related to the job and past experiences.
- C. All applicants will be notified of the selection in writing. All non-selected 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. The UAN will be notified of the selection. The method by which the selection is disseminated to other RNs is a subject for local negotiations.
- D. Vacancy announcements may be advertised simultaneously internally and externally, and should contain the same qualifications. Management is encouraged to give internal RNs first consideration when filling bargaining unit positions.
- E. When a vacancy is filled internally, efforts will be made to make the transfer within 90 days of the decision.

## **ARTICLE 35: WORK ASSIGNMENTS AND OBJECTION TO WORK ASSIGNMENTS**

### **Section 1: Philosophy**

- A. The VA recognizes that RNs are professional employees with the primary responsibility of providing high quality patient care.
- B. The VA will continue to endeavor to maximize the RN's capacity to provide patient care.
- C. Every RN employed by the VA is required to hold a current full and unrestricted license as a Registered Nurse in a State, Territory, or Commonwealth (i.e., Puerto Rico) of the U.S. or in the District of Columbia as a condition of employment.
- D. Both parties recognize that it is a non-negotiable management right to assign work and determine staffing. Inherent in this right is the responsibility to provide for the safety of patients and their families as well as for the safety of the staff assigned.
- E. The VA and RNs are jointly committed to assuring that RNs:
1. Are prepared to provide safe nursing care within their skills and competencies, consistent with Article 23 – Professional Competence, Sections 1. and 2.;
  2. Receive appropriate orientation to the work environment, and the policies and procedures of the work area and the facility, consistent with Article 13 – Education and Career Development, Section 3. and Article 23 – Professional Competence, Section 3.; and,
  3. Receive a report of the conditions of the patients or clients and the work expected of them during the tour of duty.
  4. This provision is not intended to set contractual requirements for substantive training on issues relating to clinical competence.
- F. The VA is committed to ensuring that appropriate staffing levels and staff mix are available, consistent with Article 36, Section 1.A. to provide professional nursing care. The determination of what staffing levels and/or staff mix are appropriate in a given patient care setting involves issues of professional conduct or competence and is thus outside the scope of bargaining pursuant to [38 USC 7422](#).

### **Section 2: Work Assignments**

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

B. Every RN will have the right to report and object to assigned tasks under imminently dangerous situations as defined in Article 27 – Safety, Health & Environment, Section 1.C. of this National Master Contract. RNs will follow the procedures in Article 27 of this National Master Contract.

C. Any RN who refuses an assignment that cannot be defined as an imminently dangerous situation may be subject to disciplinary action in accordance with VA Policy.

### **Section 3: Objection to Work Assignment**

A. Where an RN believes a work assignment would place a patient, the RN, or another staff member in an unsafe situation, the RN will immediately notify the supervisor or other appropriate management official if the supervisor is not available. The supervisor or other appropriate management official will then determine whether or not the assignment should be carried out. If the supervisor or management official determines the assignment should be carried out, the RN will accept the assignment.

B. An RN who wishes to express concern about a work assignment he/she was asked to perform must submit written notification to the appropriate supervisor immediately, and is free to make suggestions or recommendations without fear of intimidation or reprisal. Management will give full consideration to any concerns raised.

C. At the request of the local UAN, management will meet with the UAN to discuss objections to work assignments. Management will give full consideration to any concerns raised.

D. The UAN may educate all RNs on this process.

## ARTICLE 36: WORK SCHEDULES

### **Section 1: Philosophy**

A. The parties agree the provision of quality, safe patient care is essential to the accomplishment of the VA'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 bargaining over staffing levels and/or staff mix in a given patient care setting, consistent with [38 USC 7422](#).

B. In keeping with the VA's stated goal to become an employer of choice, the VA recognizes that scheduling is a work life issue, and must be addressed to the extent permitted by [38 USC 7422](#).

C. Management will endeavor to minimize involuntary overtime. (See Article 22 – Overtime & Compensatory Time)

### **Section 2: Work Schedules**

A. Subject to the provisions of this Article, scheduling policies and practices are an appropriate subject for local bargaining to the extent allowed by law.

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

1. Schedules will be posted in a designated and accessible area for periods of a minimum of four (4) weeks at a time, and shall be signed by the appropriate manager and posted in final form not later than four weeks prior to the first work date on the schedule.

2. Should it become necessary for management to post the work schedules in less than the prescribed time frame above, the UAN local shall be notified.

3. Patient care needs permitting, management will not change time schedules once posted except by request or by mutual prior consent of all affected individual RNs.

4. Where patient care needs permit, management will grant each RN two (2) consecutive non-duty days off during each pay period and avoid scheduling nurses to work more than six (6) consecutive days.

5. Where patient care needs permit, management 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. Where patient care needs permit, RNs will not be scheduled to rotate between more than two (2) tours of duty during each posted schedule, except by the RN's written request.

7. Management will consider the requests of RNs with seniority (as defined locally) for preferred tours.

C. Safety for the RN and for the patients being of paramount importance, management will provide the RN with a 15 minute rest break on duty time for every four (4) hours of duty, patient care needs permitting. This is separate and distinct from any lunch breaks not on duty time.

D. Patient care needs permitting, management 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.

1. The UAN local unit may submit recommendations on testing other systems of scheduling work time for consideration by management.

2. Nurses may request evening or night tours of duty as primary assignments. Patient care needs permitting, management will endeavor to create and fill permanent evening and night positions for RNs to minimize tour rotation.

3. Local Management will endeavor to offer RNs alternative work schedules consistent with patient care needs. Examples may include Baylor Plans, part-time or partial tour scheduling, job sharing, compressed tours and other innovative scheduling options. See VA Handbook 5011 Part II, Chapter 3.

#### E. Tour Rotation

An RN who normally works a preferred tour may request to rotate to an alternate tour of their choice. Management will endeavor to approve the request, provided: (1) the nurse's performance and dependability are satisfactory, (2) requests do not exceed available openings on alternate tours, and (3) management has determined that the competencies and skills of the nurse are commensurate with the assignment. Procedures for tour rotations may be a subject for local negotiations.

#### F. Errors in Time Keeping

The method to resolve errors in timekeeping shall be a subject for local negotiations.

#### G. On-Call Duty

1. Pursuant to [38 USC 7453\(h\)](#) and [VA Handbook 5007, Part, V, Ch. 5 Paragraph 1](#), an 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.

2. Pursuant to [38 USC 7453\(e\)](#) and [VA Handbook 5007, Part V, Ch. 2, Paragraph 2](#) when called back to perform overtime work, the RN will receive overtime pay.

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

b. 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.

c. In the event of incapacitation for availability during the period for which scheduled to be on-call, such unavailability shall be reported promptly. An 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.

3. Management will give consideration to an RN's request for accommodation (e.g., adjusting the next regularly scheduled tour, leave request) following a callback. Scheduling of tours following a callback is an appropriate subject for local negotiations.

## **ARTICLE 37: WORKERS COMPENSATION**

### **Section 1: General**

A. An employee's entitlement to benefits under the Federal Employee Compensation Act (FECA) as administered by the Department of Labor (DOL) depends on his/or 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 FECA processes. However, RNs' rights to worker's 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 supervisor and/or the appropriate management official will inform the RN of the following:

1. The right to file for worker's compensation benefits,
2. The types of benefits available,
3. The procedure for filing claims, and
4. The option to use compensation benefits, if approved, in lieu of sick or annual leave.

### **Section 2: Definitions**

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.

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.

### **Section 3: Procedure for Filing Claims for Worker's Compensation**

A. As soon as possible after experiencing a job related injury or illness, without jeopardizing the health and safety of the veteran patient and coworkers, the RN should contact their supervisor.

B. The appropriate sections of the forms [CA-1 \(Traumatic Injury\)](#) or [CA-2 \(Occupational Disease\)](#), should be filed out by the employee electronically and given to the supervisor as soon as possible, but not later than thirty (30) calendar days from the date of the occurrence. If the employee is incapacitated, this action may be taken by someone acting on her/his behalf in accordance with existing regulations. As determined locally, an alternative means of notification of rights and filing will be provided when electronic submission is not possible or electronic information is not available.

C. The VA agrees to post a notice in centralized areas where RNs gather, advising RNs of the appropriate office location for filing Worker's Compensation claims. This notice will include office telephone numbers for obtaining information and assistance relevant to Worker's Compensation claims. The VA agrees to provide access to information on FECA procedures available through electronic means. Procedures for disseminating this information will be a subject for local negotiations. Additional specific information on FECA benefits is available through electronic sources (e.g. [www.dol.gov/esa/owcp-org.htm](http://www.dol.gov/esa/owcp-org.htm)).

D. Appropriate VHA officials shall assist RNs in obtaining technical information regarding the proper procedures for filing claim appeals to the Department of Labor.

E. When the RN has elected UAN representation in writing, the VA will give the UAN official notice within a reasonable time frame of when an RN's claim has been approved or denied.

#### **Section 4: Placement of Worker's Compensation (OWCP) Claimants**

A. RNs who are determined by the Department of Labor not able to perform his/her assigned duties will be offered another position in accordance with applicable regulations.

B. If the Department of Labor, Office of Worker's Compensation determines that a RN who was previously deemed disabled has now recovered and is medically able to be reemployed, the local VAMC will endeavor to offer placement in accordance with applicable regulations.

C. VHA 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 employee with the application process with a goal of expediting the retirement application.

D. When a nurse is temporarily or permanently reassigned because of the above-mentioned options, VA will give UAN official notice prior to the reassignment and meet its labor relations obligations.



## **MANAGEMENT PROVISIONS**

### **ARTICLE 38: MANAGEMENT RIGHTS**

#### **Section 1**

A. The parties acknowledge that the VA exercises management rights subject to subsection (b) of [5 USC 7106](#) and as outlined in 5 USC 7106(a). These rights include:

1. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
2. in accordance with applicable laws -
  - a. to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
  - c. with respect to filling positions, to make selections for appointments from -
    - 1) among properly ranked and certified candidates for promotion; or
    - 2) any other appropriate source; and
  - d. to take whatever actions may be necessary to carry out the agency mission during emergencies.

B. Nothing in this Article shall preclude the VA and the UAN from negotiating -

1. at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
2. procedures which management officials of the agency will observe in exercising any authority under this section; or
3. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

## **Section 2**

A. The parties acknowledge that [38 USC 7422](#) must be considered in the exercise of these rights.

## **UNION PROVISIONS**

### **ARTICLE 39: UNION RIGHTS AND REPRESENTATION**

#### **Section 1: UAN Rights**

A. In all matters relating to personnel policies, practices, and other conditions of employment, the parties will abide by [5 USC Chapter 71](#), [38 USC Chapter 74](#) and this National Master Contract.

B. The Parties shall recognize and meet at mutually agreeable times, dates, and places that are reasonable and convenient.

C. The VA will not restrain, coerce, discriminate against, or interfere with any UAN representative or RN in the exercise of their rights.

D. In accordance with [5 USC Section 7116\(a\)\(3\)](#), the VA will not sponsor, control, or otherwise assist any other labor organization other than to furnish upon request, customary and routine services and facilities on an impartial basis to other labor organizations having equivalent status.

#### **Section 2: UAN Representation**

A. The UAN will be provided 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 VA 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. The UAN will also be allowed to be present and represent an employee at any examination of an employee in the unit by a representative of the VA in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary/adverse action against the employee and the employee requests representation.

#### **Section 3: Notification of Changes in Conditions of Employment**

The VA shall provide reasonable advance notice to the appropriate UAN official(s) prior to changing conditions of employment of bargaining unit RNs. The VA agrees to forward, along with the notice, all relevant information relied upon to propose the change(s) in conditions of employment, for the purpose of UAN exercising its full rights to bargain. All notifications shall be in writing or by electronic means to the appropriate UAN official.

#### **Section 4: Information**

In accordance with [5 USC 7114\(b\)\(4\)](#), the VA agrees to provide the UAN, upon request, and, to the extent not prohibited by law, with information 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. This information will be provided to the UAN within a reasonable time and at no cost to the UAN.

#### **Section 5: Notification of UAN Officials**

A. The UAN will provide management at each facility with an updated list of the names, titles, and work telephone numbers of all UAN officials. This will be done at least annually, and periodically within the year, as changes/moves occur. The listing will include the room/location of the UAN office and representatives.

B. The VA agrees to disseminate the list to all bargaining unit RNs within 30 days after its receipt. Further, management agrees to provide all new RN hires with a copy of the list when they enter on duty.

#### **Section 6 - UAN-Employee Communication**

The VA will not alter or censor the content of any direct communications between the UAN and RNs. However, VA facilities will not be available for posting or distribution of libelous or defamatory material directed at VA or union officials or programs.

#### **Section 7: Surveys and Questionnaires**

A. Prior to collecting information from bargaining unit RNs through surveys and questionnaires regarding conditions of employment, VA will give notification to the UAN. Notification will be at the national level for national surveys and at the local level for local surveys. To the extent practicable, the UAN will be notified when questionnaires and surveys from other agencies are distributed by VA. Nothing in this section precludes the UAN from the right to bargain over conditions of employment under the Statute.

B. Participation in surveys will be voluntary, unless the parties agree to require participation. RNs will be assured that their responses will be confidential and their anonymity protected, unless the parties agree otherwise.

C. Reasonable time required to complete surveys shall be afforded to the RNs on duty time.

D. The results of surveys conducted by either party regarding conditions of employment will be shared. If a third party conducts a survey and the results are distributed to the VA, the results will be shared with the UAN.

### **Section 8: New RN Orientation**

A. When there are new RNs, The UAN will be afforded the opportunity to make at least a 30-minute presentation during new employee orientation or during the nursing orientation. The local parties may negotiate the length of the presentation. The local parties will negotiate whether the presentation will occur at the general new employee orientation and/or the nursing orientation.

B. Management will provide the UAN with notice of the date, time, and place of the orientation. The scheduled starting time of the UAN presentation will be a subject for local negotiations. Any UAN official making the presentation will be allowed official time to make the presentation, if otherwise in a duty status.

C. UAN officers and/or representatives may introduce themselves to new RNs in non-work areas.

D. Additional arrangements may be a subject for local negotiations.

### **Section 9: Voluntary Programs**

The parties 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.

## **ARTICLE 40: AFFILIATIONS/JOINT VENTURES**

**Section 1:** The VA will honor the UAN's rights as the exclusive representative regardless of any relationship between the VA and any affiliated body, agency, department, assignee or contractor.

**Section 2:** VA agrees that officials of an affiliate acting in a supervisory capacity over unit employees shall be bound by applicable law, regulations, and the terms of this National Master Contract and any applicable supplemental contracts in their supervisory relationships with bargaining unit employees.

## **ARTICLE 41: ARBITRATION**

### **Section 1:** Notice to Invoke Arbitration

Only the UAN or Management may refer to arbitration any grievance that remains unresolved after the final step under the procedures of Article 45 – Grievance Procedures. A notice to invoke arbitration shall be made in writing to the opposite party within thirty (30) calendar days after receipt of the written decision rendered in the final step of the grievance procedure.

### **Section 2:** Arbitration Procedure

A. Within seven (7) 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 (7) impartial persons to act as an arbitrator.

1. By mutual agreement the parties may agree to use an arbitrator outside of the FMCS list.
2. If using the FMCS list, the parties will meet within ten (10) calendar days after receipt of such list or at a mutually agreeable date, to select an arbitrator (this may be done by telephone for national level grievances), by alternatively striking one potential arbitrator's name from the list of seven (7) and repeating this procedure until one (1) 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 (7) calendar days, notify the Federal Mediation and Conciliation Service of the name of the arbitrator selected. A copy of the notification will be served on the other party.
4. When the selected arbitrator notifies the parties of his/her availability to conduct the hearing, the parties will confer within seven (7) 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 parties will endeavor to schedule the hearing within ninety (90) days after arbitration is invoked. The time limits may be extended by mutual consent.

B. The procedures used to conduct an arbitration hearing shall be determined by the arbitrator. All witnesses necessary for the arbitration will be on duty time if otherwise in a duty status. With at least six weeks advance notice from the UAN, management will arrange necessary witnesses' schedules and place them on duty during the arbitration hearing whenever practical. Reasonable preparation time for arbitration will be granted.

C. The arbitrator's fees and expenses shall be borne equally by the parties. If either party requests a transcript, that party will bear the entire cost of such transcript. Upon mutual cancellation of the Arbitration (i.e. settlement), the parties 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, the local will pay the cost of the site. For National grievances normally the hearing will be held in Washington, D.C. unless the parties 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 sixty (60) days. Any dispute over the interpretation of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

F. An arbitrator's award shall have only local application unless it was a national level grievance or the matter was elevated to the national level. 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.



## **ARTICLE 42: CHANGE IN OWNERSHIP OF A VA FACILITY**

**Section 1:** Before the sale or transfer of ownership of any VA Medical Center or part thereof in which UAN represents RNs, the VA will give the UAN written notice as far in advance as possible prior to the transaction.

**Section 2:** The VA shall, to the extent permitted by law, ensure that UAN's certification as the exclusive collective bargaining agent for RNs will continue upon the sale or transfer of ownership of any VA Medical Center or part thereof, in which UAN represents RNs.

## **ARTICLE 43: DUES DEDUCTION**

### **Section 1: Eligibility**

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 UAN, or submits a timely revocation form under the procedures of this Article.

### **Section 2: UAN Responsibilities**

A. The UAN agrees to inform management, in writing, of the following:

1. The dues amount(s) or changes in the dues amounts,
2. The names of the UAN 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. The UAN agrees to promptly forward completed and certified form(s) to the appropriate VA office.

### **Section 3: Management Responsibilities**

A. It is the responsibility of management to:

1. Process voluntary allotments of dues in accordance with this Article and in amounts certified by the UAN within two weeks of receipt of a properly certified authorization form,
2. Withhold RN dues on a bi-weekly basis,
3. Transmit remittance to the allottee designated by the UAN in accordance with this Article, as expeditiously as possible at the end of each pay period, together with two (2) copies of a listing, with one (1) additional copy of the listing to the local UAN office, containing the following information:
  - a. The name of the RN and the anniversary date of the effective date of the dues withholding and

b. Identification of active RNs for whom allotments have been temporarily stopped and identification of those which are a final deduction because of termination.

B. Electronic transfer of funds will be authorized for the transmittal of UAN dues.

#### **Section 4: Procedures for Withholding**

A. Bargaining unit members wishing to have their dues withheld by payroll deduction will submit their completed [SF 1187s](#) (or a jointly-approved alternate form) to the UAN-designated officials. These UAN officials will certify the form and include the amount of dues to be withheld.

B. The certified SF 1187 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 (3) 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 UAN dues will be resolved through consultations between the Human Resource Manager or designee and local UAN 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 UAN official will send a memorandum to the appropriate management 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 UAN officials designated to certify dues withholding forms.

#### **Section 6: Revocation**

A. Consistent with [5 USC 7115\(a\)](#), RNs may revoke their dues withholding only once a year, on the anniversary date of their original allotment, by submitting a timely [SF 1188](#) (or a jointly-approved alternate form).

B. In order for the SF 1188 to be timely, it must be submitted between the anniversary date of the effective date of the dues withholding and twenty-one (21) calendar days prior to the anniversary date. The parties will locally determine the method of implementation of this procedure.

### **Section 7: Continuation of dues**

A. When an RN is detailed or temporarily promoted out of the bargaining unit, UAN dues withholding will restart automatically when the RN returns to the bargaining unit, with reinstatement of the RN's original anniversary date.

B. Anytime management officials request the Fiscal office in writing to discontinue an 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 the UAN. Where a dispute arises over whether or not the person has left the unit, the procedures outlined in Section 4 will be used.

### **Section 8: Costs**

All payroll deductions and transmittals will be made at no cost to the UAN.

### **Section 9: New Position Determination**

If any RN who is on dues deduction is selected for a new, non-supervisory position, and the parties do not agree on whether the position is in the bargaining unit, the RN will remain on dues deduction until the matter is resolved.

## ARTICLE 44: 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 locals to have use of office space. Where space is not presently being provided, it will be provided upon request. Management will provide standard office equipment at no cost to the UAN. The specific equipment that will be provided is a matter for local determination. The following is minimum standard office equipment:

1. One (1) locking file cabinet,
2. One (1) desk with ergonomic office chair
3. One (1) Fax machine, with separate fax telephone line
4. One (1) telephone line with FTS, speaker capabilities and voice mail where available
5. One (1) up-to-date computer with VA network access including VA Intranet and Internet.
6. One (1) laser printer
7. Standard computer software similar to Word, Excel, and Powerpoint that is available at the local facility.
8. One (1) bookcase and (1) literature rack
9. Conference space/tables should be negotiated locally

B. The following conditions will apply to the use of space and equipment:

1. Such use will not damage the space and equipment in question,
2. The space and equipment will be subject to the facility's sanitation and safety inspection program.
3. If the space and/or equipment are required for immediate needs of the facility, management will give the UAN a reasonable advance notice (normally 90 days) and bargain with the UAN over alternative arrangements.
4. All VA computer equipment use will adhere to established policies/procedures governing computer security and ethics.

C. At the facility where the UAN NVAC President is located, a separate office with the equipment noted in A above will be provided. The other six (6) national UAN representatives (Vice President, Secretary and four Officers at Large) will be given shareable space in the local UAN 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 the UAN NVAC may request conference space in

accordance with local procedures. Additional arrangements for the UAN NVAC President/Officers may be negotiated locally.

## **Section 2: Services**

A. The following services shall be provided to each local:

1. VA 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. Access to a laptop computer (as negotiated locally)
5. VANTS access subject to availability
6. Access to parking spaces may be negotiated locally.

B. Local UAN officials may use the facility telephone service for local intra-facility labor-management activities. Council Officers and the local UAN presidents or their designees may use FTS for necessary communications in handling the resolution of issues that arise between the UAN and management. UAN officials will use FTS in a reasonable, prudent, and cost-conscious manner. FTS including VANTS will only be used for representational matters including communications with management.

C. At each facility where there are RNs covered by this Contract, the UAN 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 negotiated locally. The material posted must be clearly identified as that of the Union or Local and must follow VA directives.

D. The UAN Local, the UAN National VA Council and its representatives may use the internal mail/messenger system for regular representational communications (e.g., grievance correspondence or letters and memoranda to Management). Consistent with postal regulations, the UAN shall have use of VA metered mail limited to representational matters. It is agreed that the use of metered mail for mass mailings is inappropriate under this Section.

E. Management will create a mail group for UAN at the request of the local giving at least two designated UAN officials (additional may be negotiated locally) mail group coordinator privileges for this group. UAN will be responsible for populating and maintaining the mail group. It is understood that electronic mail network access will be used in a responsible prudent manner for official labor management communications within the UAN bargaining unit. The parties agree that the use of the electronic mail system will adhere to established policies/procedures governing computer security and ethics.

F. The UAN at the local level, or the UAN National VA Council, will be authorized the use of copy machines. This does not preclude the UAN from being authorized the use of surplus equipment, or negotiating locally for additional access to equipment.

G. When travel to another location within the jurisdiction of a UAN 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, the UAN will be allowed access to the transportation on a space-available basis. When travel is approved and a UAN representative uses a privately owned vehicle, travel reimbursement will be pursuant to travel regulations.

### **Section 3: Information and Reference Services**

A. The VA will give the UAN President and all UAN Locals electronic access to pertinent sections of the United States Code, Code of Federal Regulations, VA Directives and Handbooks, Circulars, Personnel Letters and other relevant personnel publications.

B. If the local library has copies of video or audio programs aired over the VA Knowledge network or similar communication vehicles, the local UAN 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, management will extend education credit to RNs who verify attendance and submit the required documentation.

### **Section 4: Access**

When UAN officials and UAN staff visit other facilities for the purpose of representation activity, they will notify the Medical Center Director/or designee prior to their visit. They will be provided identification as specified in local policy.

A. UAN staff will have access to union offices and non-work areas of VA facilities.

B. In facilities without designated space for meals or break periods, management agrees to cooperate with local UAN officials, upon notice and request, to identify appropriate locations where RNs can spend these non-work periods.

C. The VA will provide space for the purpose of distributing UAN literature. The space will be as agreed upon locally. Distribution of literature will be permitted provided it is done during nonduty hours of the distributing union official and does not interfere with the mission of the VA.

D. Management agrees to provide adequate facilities, upon proper advance notice and appropriate request, for membership drives at locations that will provide access to RNs during break and lunch periods. Detailed arrangements may be negotiated at the local level.

## ARTICLE 45: GRIEVANCE PROCEDURE

### **Section 1: Purpose**

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. This is the exclusive procedure for resolving grievances except as provided in Sections 2 and 3.

### **Section 2: Definitions**

A. A grievance means any complaint by an RN(s) or the UAN concerning any matter relating to employment, any complaint by an RN, the UAN, or Management concerning the interpretation or application of this Master Contract and any supplements or any claimed violation, misinterpretation or misapplication of law, rule, or regulation affecting conditions of employment.

B. This Article shall not govern a grievance concerning:

1. Exclusions listed in [5 United States Code 7121\(c\)](#); that apply to Title 38 RNs:
  - a. Any claimed violation of subchapter III of chapter 73 (relating to prohibited political activities)
  - b. Retirement, life insurance, or health insurance
  - c. A suspension or removal under section 7532; and
  - d. Any examination, certification, or appointment.
2. Any dispute, including a proposed or final disciplinary or adverse action, arising out of any subject excluded under [38 USC 7422\(b\)](#):
  - a. Any matter or question concerning or arising out of professional conduct or competence such as direct patient care or clinical competence;
  - b. Any matter or question concerning or arising out of peer review, and/or
  - c. Any matter or question concerning or arising out of the establishment, determination, or adjustment of employee compensation under Title 38 USC.
3. Separation of RNs on probationary and/or time-limited appointments.

Note 1: The language in Paragraph B. 2 in this Section shall only serve to preclude a grievance where the Secretary, or a lawfully appointed designee of the Secretary (currently the Under-Secretary for Health), determines in



accordance with [38 U.S.C 7422](#) that the grievance concerns or arises out of one or more of the three (3) items listed above. Any determination under this language by the Secretary or the Secretary's designee is subject only to judicial review pursuant to 38 USC 7422(e).

Note 2: When local management asserts that a matter is excluded from the grievance procedure in accordance with Paragraph B.2 above, the UAN will be afforded the opportunity to formally submit in writing the union's position on the matter for the record to be considered by the Secretary or designee prior to making a decision on the matter pursuant to 38 USC 7422.

### **Section 3: Other Applicable Procedures**

A. As provided for in [5 USC Section 7121](#), the following actions may be filed either under an applicable statutory procedure (i.e., the agency grievance procedure, ULP or EEO procedures) or the negotiated grievance procedure on the same issue, but not both:

1. Adverse actions that do not involve professional conduct or competence ([38 USC 7461\(2\)\(B\)](#)), Major Adverse Actions that do not involve professional conduct or competence ([38 USC 7463\(b\)](#)), and other grievances; and/or;
2. Discrimination ([5 USC Section 2302\(b\)\(1\)](#)).

B. Nothing in this National Master Contract shall constitute a waiver of any further appeal or review rights permissible under [5 USC Chapter 71](#).

C. 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 an RN and an EEO counselor at the informal stage would not preclude an 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 4: Jurisdiction**

If either party considers a grievance nongrievable or nonarbitrable, the original grievance will be considered amended to include this issue. The VA must assert any claim of nongrievability or nonarbitrability, no later than the Step 3 decision. When the Under Secretary for Health has determined an issue to be under [38 USC 7422](#) an arbitrator has no jurisdiction over that issue. When a request for an Under Secretary for Health decision has been made, the arbitration will be stayed pending the issuance of a decision.

## **Section 5: Representation**

The only representative an RN may have under this procedure is a UAN representative approved in writing by the UAN. An RN may pursue a grievance without UAN representation, but the UAN may elect to attend each grievance step. The UAN will be provided notice immediately when any grievance is filed as well as given advance notice of each meeting.

## **Section 6: Informal Resolutions**

- A. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis.
- B. The parties may use ADR for this purpose.
- C. The parties agree that every effort will be made to settle grievances at the lowest possible level.
- D. Inasmuch 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 an RN's good standing, performance, loyalty, or desirability to VA.
- E. Reasonable time during work hours will be allowed for RNs and UAN representatives to discuss, prepare for, and present grievances including attendance at meetings with management officials concerning the grievances, consistent with Article 48 - Official Time and local supplemental contracts.

## **Section 7: Grievance Procedure**

- A. RNs and/or their representatives are encouraged to informally discuss issues of concern to them with their supervisors at any time.
- B. RNs and/or their representatives may request to talk with other appropriate officials about items of concern without filing a formal grievance if they choose.
- C. In the event of a formal filing of a grievance, the following steps will be followed:
  - 1. Step 1 An RN and/or the UAN shall present the grievance to the immediate or acting supervisor in writing within thirty (30) calendar days of the date that the RN or UAN became aware or should have become aware of the act or occurrence or anytime if the act or occurrence is of a continuing nature. The grievance must state, in detail, the basis for the grievance and the corrective action desired. The immediate or acting supervisor will make every effort to resolve the grievance immediately but must meet with the RN/representative and provide a written answer within fourteen (14) calendar days of receipt of the grievance.

2. Step 2 If the grievance is not satisfactorily resolved at Step 1, it shall be presented to the Service/Division Chief, or equivalent management official or designee, in writing, within fifteen (15) calendar days of the Step 1 supervisor's decision. The Service/Division Chief, or equivalent management official, or designee, shall meet with the RN and his/her representative and provide a written answer within ten (10) calendar days.

3. Step 3 If no mutually satisfactory settlement is reached as a result of the second step, the aggrieved party or the UAN shall submit the grievance to the Director, or designee, in writing, within fifteen (15) calendar days of receipt of the Step 2 decision. The Director or designee will meet with the aggrieved RN and their representative within seven (7) calendar days to discuss the grievance. The Director or designee will render a written decision to the aggrieved party and the UAN within ten (10) calendar days after the meeting.

4. Step 4 If the grievance is not satisfactorily resolved in Step 3, the grievance may be referred to arbitration as provided in Article 41 - Arbitration.

Note 1: 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.

Note 2: It is agreed that 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 a disciplinary action is taken by:

- a. a Service Chief or higher level,
- b. when the supervisor at the lower level clearly has no authority to resolve the issue, or
- c. when the UAN grieves an action of a management official other than a Step 1 supervisor.

When a grievance is initiated at a higher step, the time limits of Step 1 will apply.

Note 3: Local management-initiated grievances shall be filed with the local union president or designee and shall constitute Step 3 of the negotiated grievance procedure. Such grievance must be filed within thirty (30) calendar days of the act or occurrence or when management became aware of, or should have become aware of, the act of occurrence. The time limits for the meeting and response will be fourteen (14) calendar days.

## **Section 8: Time Extensions**

Time limits at any step of the grievance procedure may be extended by mutual consent of all parties.

## **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. UAN

Should the UAN member/representative fail to comply with the time limits, unless an extension has been granted, at any Step set forth in this National Master Contract, the grievance is dismissed.

### B. Management

Should management fail to comply with the time limits, unless an extension has been granted, the grievance is advanced to the next Step.

## **Section 11: National Level Grievances**

A national level grievance is a grievance that effects two or more facilities or is a matter that the facility Director does not have the authority to resolve. Grievances between the VA and the UAN at the national level shall be filed by the aggrieved party as follows:

A. Within forty-five (45) calendar days of the act or occurrence or within forty-five (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 (VA Headquarters or the UAN) may file a written grievance with the other.

B. Upon receipt of a grievance, the parties will 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 forty-five (45) days of receipt of the grievance. If a decision is not issued in forty-five (45) days or if the grieving party is dissatisfied with the decision, the grieving party may proceed to arbitration in accordance with Article 41 - Arbitration. The time limits may be extended by mutual agreement.

## **ARTICLE 46: LOCAL SUPPLEMENTAL CONTRACTS**

### **Section 1: Continuation of Provisions in Local Contracts**

A. Subject to paragraph B of this Section, contract provisions contained in local contracts in existence prior to the National Master Contract will continue in effect insofar as they do not conflict with the National Master Contract. For the purposes of this Article, a local provision is in conflict if it would: (a) alter the terms of the National Master Contract or (b) interfere with or impair its implementation.

B. Where the National Master Contract in a specific article provides for local supplemental bargaining and there is a current local contract provision or MOU in place, the local provision will continue in effect unless or until changed through renegotiation. Subjects not addressed in the National Master Contract, existing in local contract provisions or MOUs will continue unless or until changed through renegotiation.

### **Section 2. Local Supplemental Contracts**

Recognizing that this National Master Contract cannot cover all aspects or provide definitive language for local adaptability on each subject addressed, it is understood that local supplemental contracts may include substantive bargaining on all subjects not covered in this contract. The local parties may also bargain as specified in the National Master Contract. Local supplemental contracts may not conflict this National Master Contract. For the purposes of this Article, a local provision is in conflict if it would:(a) alter the terms of the National Master Contract or; (b) interfere with or impair its implementation. In this regard, benefits for RNs and/or the UAN agreed to in this National Master Contract are controlling over those in local supplemental contracts unless otherwise authorized in this National Master Contract.

### **Section 3: Procedures for Local Supplemental Contracts**

A. The parties agree that, any time after this National Master Contract has been in effect for thirty (30) days, either party has the right to open negotiations for a local supplemental contract consistent with sections 1 and 2 above. The local supplemental contract may include a provision for re-opening the local contract once during the initial term of the National Master Contract.

B. It is agreed that prior to implementation of any local supplemental contract, it will be forwarded to VACO for agency head review pursuant to the statute. If the Agency head does not approve or disapprove within thirty (30) days of receipt in VACO, the contract shall take effect, and become binding upon the VA and the UAN.

### **Section 4- Ground Rules For Negotiating Local Supplemental Contracts**

Ground rules for negotiating local supplements are an appropriate subject for local bargaining. Ground rules may include, among other things, physical location of bargaining, caucuses, subject matter experts, start date, official time, prep time, observers, number of people on each team and administrative matters and materials.

## **ARTICLE 47: MID-TERM BARGAINING**

### **Section 1: General**

- A. The purpose of this Article is to establish a complete and orderly process to govern mid-term negotiations at the National and Local levels.
- B. The parties may agree to use an interest-based bargaining approach in mid-term negotiations.
- C. Recognizing that the National Master Contract cannot cover all subjects, it is understood that mid-term agreements may include substantive bargaining on all subjects not covered in the National Master Contract. Local parties may also bargain mid-term consistent with Article 46 – Local Supplemental Contracts.
- D. When UAN demands to bargain as a result of management-initiated changes in working conditions of bargaining unit RNs, VA will bargain as appropriate. This includes instances where more than one facility initiates a similar change and when a new law is enacted and VA does not issue a national policy.

### **Section 2: National Bargaining**

- A. The VA will forward all proposed changes for which there is a bargaining obligation to the UAN NVAC National President or designee along with copies of all relevant documents relied upon. The date of receipt shall be documented on a simple form agreed upon by both parties.
- B. UAN shall have 30 calendar days from the date of receipt of the notification to request bargaining and to forward a complete set of written proposals to the designated Department official authorized to negotiate. Unless the parties agree otherwise, UAN's written proposals will be submitted prior to bargaining. Extensions or reductions of the 30-calendar day period will be by mutual agreement. Within seven (7) calendar days from receipt of the notification, the UAN may request to be briefed telephonically on the proposed subject. The VA will then have seven (7) calendar days from the request to arrange the briefing, subject to the availability of appropriate management officials needed to provide the briefing or consultation. If the appropriate management officials are not available, the contractual timeline shall be extended by mutual agreement. As soon as the UAN's bargaining request and written proposals are submitted, the parties will begin negotiations within 30 calendar days thereafter.
- C. The parties will initially attempt to reach agreement through the use of telephone negotiations. Telephone negotiations will normally be for up to two (2) hours per call, commencing at a mutually agreeable time and continuing as agreed by the parties. If the parties are unable to reach agreement through this effort, negotiations will normally

proceed face-to-face. Such bargaining will ordinarily take place in the Washington, DC area. The parties retain the right to modify, withdraw, or add to any interests, concerns, or proposals they may have discussed or exchanged earlier.

D. Each party may have up to six (6) negotiators for telephone negotiations and up to five (5) plus one UAN staff member if face-to-face negotiations are used. The number of negotiators may by mutual agreement be increased or decreased 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. The parties will exchange the names of the bargaining team members for the specific issue(s) to be discussed. This does not preclude the attendance of experts by mutual consent of the parties.

E. Travel and per diem will be paid for four UAN VA bargaining team members by the VA pursuant to Federal Travel Regulations. The number of UAN VA bargaining team members for whom Travel and Per Diem will be paid may be changed by mutual agreement. Normally, VA will furnish VA space and equipment for these negotiations.

F. Face to face bargaining sessions will be for 8-1/2 hour days at mutually agreeable times, which 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, as appropriate, without waiving either party's statutory rights.

G. National memorandums of understanding will be available electronically on the LMR website.

### **Section 3: Intermediate Level Bargaining**

The parties agree that when the Department, through any intermediate level, including the level currently known as a Veterans Integrated Service Network (VISN) desires to implement policy or changes affecting conditions of employment of bargaining unit employees, that bargaining will take place at the intermediate level unless facility directors have unrestricted authority to negotiate the matter locally. The parties will utilize the procedures outlined in Section 2 when negotiations are held at this level. 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 three (3) UAN VA negotiators will be utilized. Travel will be paid for up to three (3) UAN negotiators. Management will pay for one (1) UAN negotiator not directly impacted by the change unless there is mutual agreement to increase the number.

### **Section 4: Local Level Bargaining**

A. On all policies and directives or other changes for which the VA meets its bargaining obligation at the national level, appropriate local bargaining may take place at individual facilities, consistent with Article 46 – Local Supplemental Contracts. Upon request, the



local UAN may be briefed by a local management official on the proposed subject prior to the demand to bargain being submitted. Normally, the local UAN will request a briefing no later than 1 week after receiving notice of the proposed change.

B. Proposed changes in personnel policies, practices, or working conditions affecting the interest of one UAN local shall require notice to the President of that Local.

C. Ground rules for local negotiations may be established at the local level. The UAN representative(s) will receive official time for all time spent in negotiations if otherwise in a duty status.

**ARTICLE 48: OFFICIAL TIME**

**Section 1: Purpose**

A. The parties recognize that good communication is essential for positive constructive relationships between the UAN and VA. Good communications facilitate and encourage amicable settlement of disputes between nurses and the VA involving conditions of employment. Good communications should also contribute to the effective and efficient conduct of agency business.

B. Official time shall be granted in amounts specified by this Contract or otherwise negotiated for the purposes of negotiating a collective bargaining contract and representational functions in accordance with 5 USC §7131.

**Section 2: UAN NVAC National Officials**

A. Officers of the NVAC shall be granted Official Time in the following amounts:

1. President .....	100%
2. Vice-President .....	50%
3. Secretary .....	25%
4. Officers at large (4) @ .....	25%

B. Designated UAN NVAC national safety representative(s): 0.5 FTEE total. (See Article 27 – Safety, Health & Environment)

C. In accordance with 5 USC 7131(d), the VA shall grant additional official time for assignments (including preparation), in an amount mutually determined by the VA and NVAC as reasonable, necessary and in the public interest.

D. Official Time support

1. Any national officer or designated national representative with less than 100% official time will negotiate a suitable arrangement with local management for the scheduling of their national official time.

2. When a local elected official is also a national official and is therefore occasionally unavailable to perform local union representational functions, it is expected that another local official (e.g. local vice president) will perform such local functions.

3. 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 six weeks), patient care needs permitting.
- b. The alternate may not increase his or her own official time allocation by adding the national official's allotment so as to become a de facto full-time union representative.
- 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.

### **Section 3: Local UAN Officials**

- A. Each local UAN bargaining unit is entitled to up to 24 hours official time per pay period.
- B. The amount of official time described in Paragraph A in this Section is not intended to limit the amount of official time that can be negotiated by the parties locally.
- C. Each local bargaining unit may be granted additional official time for participation in committees and other assignments determined by management in an amount mutually determined by the local parties to be reasonable, necessary and in the public interest.

### **Section 4: Official Time Usage**

- A. A union representative wishing to use official time will request the time from his/her immediate supervisor or designee. The supervisor will be advised of the general purpose of the request (e.g., negotiations of collective bargaining agreements, mid-term bargaining, ongoing labor-management relationship, grievances and appeals, travel and per diem, etc) how the representative may be contacted and the estimated time of return. Requests will not be arbitrarily denied. If release is not possible at the time requested, a mutually agreeable time will be established in a timely manner to ensure the preservation of the Union's representational obligation.
- B. If the union 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 supervisory will also be notified of the time of return.

### **Section 5: Performance Evaluation**

The use of official time, in accordance with this Contract, will not adversely affect an RN's proficiency report.

## ARTICLE 49: CONTRACT DURATION AND DISTRIBUTION

### **Section 1: Contract Duration**

#### A. Effective Date

1. This National Master Contract is effective on the date of approval by the Under Secretary for Health, Department of Veterans Affairs, or designee.
2. This contract remains in effect for a period of three years.
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. 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 Master 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 or when new or revised laws or regulations of appropriate authority require changes to provisions of the Contract. 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.
3. All amendments to this contract will continue for the life of this contract unless the parties agree otherwise.

#### 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 the National Master Contract in accordance with the rules of the FMCS.

### **Section 2: Distribution of Contract**

A. The VA will provide to each employee on duty as of the date of this Contract and to all unit employees entering on duty after that date at no cost a copy of this National Master Contract.

B. The VA will initially provide the UAN National VA Council with 250 copies of the National Master Contract and each local 20 additional copies at VA expense.

C. This National Master 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 Secretary of the VA.