



VA HEALTHCARE NETWORK UPSTATE NEW YORK AT ALBANY

United American Nurses



Labor Management Local Contract



National VA Council
2009

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PREAMBLE

This agreement between the VA Healthcare Network Upstate New York at Albany, referred to as the "Employer" or "Medical Center", and the United American Nurses' Albany Local, referred to as the "Union", is in accordance with the provisions of Public Law 1 02-40 and Chapter 7 of Title 5. Both parties are entering into this agreement to:

1. Promote the public interest which requires high standards of nursing care and practice through high quality service provided by the Medical Center through the development and implementation of modern and progressive work practices to improve employee performance and efficiency;
2. Promote the well-being of nurses in the unit and the effective administration of the Medical Center by providing these nurses with the opportunity to participate in the development of personnel policies and practices affecting their conditions of employment;
3. Improve and maintain a constructive and cooperative relationship between the Employer and the Union;
4. Provide a clear statement of the respective rights and obligations of the Employer and the Union; and.
5. Enhance the efficiency of the Department's operations, that is, the providing of quality service to Veterans and their dependents.
6. The parties intend that all articles in the Local Supplemental Contract should be interpreted consistent with 38 USC Section 7422, which excludes certain matters from collective bargaining by employees appointed under Title 38 of the U.S. Code, regardless of whether or not the statutory provision is specifically cited in the article.

Whenever a reference is made hereinafter to a provision of the VA Handbook, it shall be considered as including a reference to the appropriate companion provision in the VA Directive.

Article 1: RECOGNITION & COVERAGE

1.1 – AGREEMENT SCOPE - The Union is the exclusive representative for all full and part-time Registered Professional Staff Nurses, Clinical Specialists, Graduate Nurse Technicians, Nurse Practitioners, Nurse Educators and all other Registered Professional Nurses employed by the Veterans Affairs Healthcare Network Upstate New York at Albany, excluding Nurse Anesthetists, intermittent employees, management officials supervisory and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

Article 2: GOVERNING LAWS AND REGULATIONS

2.1 – MUTUAL RIGHTS AND OBLIGATIONS - The Medical Center and the Union agree to abide by the provisions set forth in this agreement. Neither party shall change the terms of this agreement except by mutual consent and new laws, and in accordance with the procedures set forth herein.

2.2 – UNION LEGAL OBLIGATIONS - The Union recognizes that it does not have the right:

A. To strike against the Government of the United States or any agency thereof, or to assist or participate in any such strike, or impose a strike.

B. To advocate the overthrow of the constitutional form of government in the United States.

C. To discriminate with regard to the terms or conditions of membership because of race, color, creed, sex, age, sexual orientation or national origin.

2.3 – FEDERAL AND AGENCY LAWS AND REGULATIONS - In the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and by applicable regulations of appropriate authorities, by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Article 3: LABOR MANAGEMENT COLLABORATION

3.1 – UNION MANAGEMENT COMMITTEE - The Medical Center and the Union will continue to meet at mutually agreeable times but at least quarterly to consider matters of mutual concern to both parties. The Committee shall consist of four (4) officers of the Union, and appropriate management representatives. Either party will provide advance notice to the other and may, upon mutual agreement, request participation of other persons included in the Union to assist the Committee in achieving its objectives.

The parties shall exchange written agenda topics at least three (3) days prior to the scheduled meeting, exclusive of Saturday, Sunday and holidays. The Union shall notify the Nurse Manager three (3) days prior to the Labor/Management meeting who will attend (President, Vice President, Secretary, and a rotating delegate). Members of the Labor/Management Committee shall be released from their duties for the duration of the meetings unless there are emergent patient care needs.

The Committee's authority shall be limited to discussion and exploration of the agenda topics. The Committee shall not have the authority to bargain for either nor shall it in any way modify, add to, or detract from the provisions of the agreement. Nor shall the Committee have the authority to discuss individual or group grievances which are all within the scope of the negotiated grievance procedure.

In the event that an issue arises which warrants further study and discussion, the Associate Director for Nursing/Patient Care Services and other Service/ Care Line Leaders as deemed necessary and the Union's President may agree to schedule a special meeting prior to the next quarterly meeting.

Each party will respond in writing to any unanswered questions or any comments concerning the minutes within a reasonable amount of time following the distribution of the minutes.

3.2 – INTERDEPARTMENTAL CONCERNS - In the event that a problem arises which impacts on the bargaining unit and involves other Services or Service/Care Lines, the Associate Director for Nursing/Patient Care Services or designee and the Union President or designee will meet to explore the problem or the parties may agree to request a special meeting with the department involved.

3.3 – MEDICAL CENTER COMMITTEES - The Union may appoint one (1) representative to be a member of any Medical Center Committees addressing issues relating to changes in working conditions that affect bargaining unit members, except those related to Title 38 matters pertaining to clinical conduct/competency, peer review or compensation.

The Committee member appointed by the Union will be on duty time for the time the Committee meets. It is understood that if the employee is not working the day tour the day the Committee meets, the employee will receive compensatory time or unscheduled regular, whichever is applicable, limited to two (2) hours.

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

Article 6: **EMPLOYEE RIGHTS**

6.1 – PROFESSIONAL PRACTICIONER STATUS - The Medical Center recognizes that due to their unique education and experience, the employees covered by this agreement have an invaluable contribution to make towards maintaining and improving professional nursing care at the Medical Center and that, therefore procedures should be developed whereby the views and recommendations of the employees, through their Union, covered by this agreement can be heard and considered in the decision making process within the Medical Center.

6.2 – REGISTERED NURSES AS PROFESSIONALS - The Medical Center recognizes that registered nurses are professional employees with a definite mission of providing quality direct patient care. Management recognizes that it is inefficient to utilize registered nurses in performing services performed by support services. Management retains its rights to assign nurses as needed however it will endeavor to assure nurses are not regularly required to perform non-nursing service functions. Should a pattern develop on any unit the Union and the Medical Center will discuss the issues of that unit.

6.3 – HEALTH PROTECTION - In accordance with VA regulations, the Medical Center shall provide appropriate medical supervision and treatment, both preventive and curative, in the event any nurse is exposed to any illness or injury in the performance of his/her duty.

A nurse exposed to a patient(s) with an undiagnosed communicable disease will be notified by the appropriate program official as soon as the diagnosis is reasonably established on a laboratory or clinical basis. A nurse who feels that he/she has had exposure to a potential transmitter of a communicable disease shall, as soon as possible, notify the Supervisor.

6.4 – CHANGES IN PERSONNEL PRACTICES AFFECTING RN's - Except as otherwise provided for in this agreement, the Employer will provide the Union with a draft copy of any proposed change in an existing personnel practice or the written procedures for any new personnel practice. The Union will be provided a ten (10) calendar day period of time to submit any recommendations in writing it has concerning the proposed change or new practice to the Employer for the Employer's consideration. After considering the recommendations of the Union, the Employer will incorporate the recommendations into the policy statement or will respond to the Union concerning the reasons for not accepting any of the recommendations.

If the Union does not respond within ten (10) calendar days, the Employer will assume there is no objection and will be free to implement the change.

It must be understood that this article does not apply to any matters or questions concerning or arising out of professional conduct or competence, peer review, or the establishment, determination or adjustment of employee compensation in accordance with 38 U.S.C. 7422.

6.5 – ADVANCED PRACTICE NURSES –

A. The Medical Center and the Union recognize Advanced Practice Nurses are valued and contributing members of the healthcare team dedicated to providing quality patient care. The degree to which they participate is governed by their scope of practice by position and certification/licensure (clinical specialist or Nurse Practitioner role), credentialing and privileging and VHA requirements (as defined in VA Directive and Handbook 5005).

B. Advanced Practice Nurses will be allotted administrative time for the purpose of completing assignments required of their position, patient care needs permitting.

C. Educational hours of authorized absence and tuition will be made available through the facility's existing programs. Special consideration will be given to applications made to fulfillment of ANCC requirements. To avail themselves of these opportunities, the Advanced Practice Nurse will meet the application and submission requirements. There will normally be provided advance application for participation so that rules can be met related to patient care (i.e. 60 day cancellation notice when canceling clinics).

D. Any variation/changes to current established practices related to annual leave solicitation will be negotiated.

E. It is recognized that any changes to the bargaining unit members' working conditions that may be the product of the Executive Committee of the Medical Center (ECMS) are subject to appropriate negotiations.

Article 8: APPOINTMENT AUTHORITY CHANGES

8.1 – APPOINTMENT TO POSITION - Appointment as Registered Nurses at this Medical Center will be made in writing. The appointment letter will be signed by the Chief, Human Resources Service or his/her designee. The appointment letter will include the starting salary. When the Nursing Professional Standards Board decides to convert a temporary appointment to a

permanent appointment, the nurse will be notified by receiving a copy of an SF-50b, Notification of Personnel Action from Human Resources Management Service.

8.2 – CHANGE OF EMPLOYMENT STATUS - Every effort will be made within available FTEE to satisfy requests for conversion from full-time to part-time status and vice versa on the basis of patient care needs, work history, qualifications, attendance and seniority. Article 8 of the Master Agreement must be satisfied for all conversions.

Article 11: DISCIPLINARY & MAJOR ADVERSE ACTIONS AND NON-DISCIPLINARY ACTIONS

11.1 – AIB INVESTIGATIONS - Should an RN be subject of or a witness at an AIB investigation, she/he may request union representation and should review all information they feel is pertinent. This in no way will delay any of the AIB process.

11.2 – DISCIPLINE: REPRESENTATION - Any employee, who reasonably believes that disciplinary action may be taken against him/her, may request that a Union representative be present when a VA representative questions the employee in connection with an investigation. The employee must accept any Union representative that is available. If a Union representative is not available, the VA representative will stop any meeting already in progress and give the employee the opportunity to reschedule the meeting when representation is available.

The rescheduled meeting will take place within five (5) days, exclusive of weekends and holidays, of the initial meeting. If a representative is not available within five (5) days, or the employee refuses the services of an available representative, or an available representative refuses to represent an employee, management may question the employee without Union representation present.

11.3 – CORRECTIVE ACTION ASSESSMENT - Prior to deciding what corrective action is a proper response to the incident or act, the supervisor will consider the following factors:

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

After considering the factors cited above, the supervisor must consider whether to initiate an oral or written counseling or to recommend disciplinary action.

A. Oral Counseling

Oral counselings are informal meetings between a supervisor and an employee which serve to give advice or instructions to an employee; urging the employee to adopt or avoid a certain course of action.

B. Written Counseling

Written counselings are written letters or memoranda between a supervisor and employee giving advice or instructions to an employee urging the employee to adopt or avoid a certain course of action.

Counselings

Should an RN disagree with a written counseling, she/he shall have the right to add an addendum to the written counseling.

Article 13: EDUCATION AND CAREER DEVELOPMENT

13.1 – CAREER DEVELOPMENT –

A. The Medical Center will make career counseling available to assist interested employees in identifying their educational and experience needs, reviewing career opportunities in the VA, and determining immediate as well as long range goals. Each employee must ultimately assume responsibility for managing his/her own nursing career and for making decisions about career changes and deciding to invest the initiative and, energy required for the development of his/her individual talents. Resource nurses will be available to provide assistance and guidance to interested individuals.

B. Where possible, interested employees who show potential through proficiencies, recommendations, or other, evidence will be offered the opportunity consistent with the needs of the Medical Center to perform a variety of assignments which develop the skills of the employees.

C. Where a cross-training for registered nurses is identified outside their assigned work unit, Management and the Union will meet to discuss how to utilize such opportunity to enhance the mission of the Medical Center.

Article 15: EQUAL EMPLOYMENT OPPORTUNITY

15.1 – NON-DISCRIMINATION - Neither the Union nor the Employer will discriminate against any employee or applicant for employment as an employee in any matter relating to employment because of race, religion, color, creed, national origin, sex, marital status, age, lawful political beliefs, or union membership.

Article 16: HOLIDAYS

16.1 – DESIGNATION - The Employer agrees to schedule the number of holidays off on an equitable basis. The ten (10) Federal holidays currently established are:

New Year's Day, January 1st

Martin Luther King Jr.'s Birthday, the 3rd Monday in January
President's Day, the 3rd Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4th
Labor Day, the 1st Monday in September
Columbus Day, the 2nd Monday in October
Veterans' Day, November 11th
Thanksgiving Day, the 4th Thursday in November
Christmas Day, December 25th

As long as patient care needs are met, the number of holidays off will be scheduled on an equitable basis based on seniority and will consider the employee's preference in scheduling holidays off.

16.2 – SCHEDULING - The following policy for holiday preference procedures shall be observed as long as patient care needs are met.

A. Holiday preference shall be awarded according to qualified seniority for one holiday in each of the following holiday groups:

<u>Group II</u>	<u>Group I</u>
Memorial Day	Thanksgiving
Labor Day	Christmas
Independence Day	New Year's Day

B. The number of holidays each registered nurse is required to work shall be assigned as equitably as possible as defined above.

C. Holiday preferences shall be submitted, in writing, to the Head Nurse by July 15 for Group I holidays, and by January 15 for Group II holidays. Holiday schedules for each group shall be posted no later than fourteen (14) calendar days following the respective preference submission dates.

D. If no registered nurse desires a holiday and the employer is required to reduce staff for that holiday, the least senior qualified registered nurse in that work unit will be given the time off.

No holiday secured on the basis of qualified seniority may be given to another registered nurse without the employer first offering it to the more senior registered nurse(s).

Article 17: LEAVE & ABSENCES

17.1 – ANNUAL LEAVE: AMOUNT - Nurses will be encouraged to take at least two (2) consecutive weeks of annual leave for rest and relaxation each year. Requests for annual leave will be granted subject to the needs of patients and the rights of other nurses. Requests for emergency annual leave shall not be unreasonably denied.

Management will grant requests for annual leave for less than five (5) workdays or more than ten (10) consecutive workdays which comply with the annual leave scheduling procedure as long as

patient care needs are met. However, accrued annual leave will normally be requested and granted for the calendar week in blocks of five (5) or ten (10) workdays. Whenever possible, the employee will be scheduled off the day before and after the approved leave.

17.2 – ANNUAL LEAVE: SCHEDULING –

A. Two (2) leave periods for scheduled leave are: Period I, October 1 through March 31; Period II, April 1 through September 30.

B. Conflicts in requested vacation time shall be resolved by the seniority of qualified RNs, except as outlined in "C".

C. For Period I, initial leave requests will be restricted to one (1) week from the last full week of December through the first full week January. This period shall be known as "prime vacation time".

For Period II, initial leave requests will be restricted to two (2) weeks from the second full week in June through the second full week of September. This period shall be known as "prime vacation time".

Should a registered nurse be denied annual leave during prime vacation time due to lack of seniority such qualified registered nurse shall be given first consideration for any leave requested outside of prime vacation time, during the same period (I or II), over a more senior qualified registered nurse who has already received his/her first priority of leave preference. Other than these limitations, leave may be taken any week of the year.

D. The Medical Center shall determine the number of registered nurses that may be permitted to be on leave from each nursing unit for each week of the year and shall post a list containing this information by June 1 and December 1 of each year.

E. Requests for leave of one (1) calendar week or more shall be submitted, in writing, to the Head Nurse by July 15 for the first leave period and by January 15 for the second leave period. If a registered nurse has no definite plans, he/she may select annual leave in accordance with paragraph "G". Requests will be responded to, in writing, by August 1 for period I, and February 1 for period II.

F. Vacation may begin anytime the supervisor and employee agree. A registered nurse may request annual leave to begin on any day of the week if less than five (5) days of that calendar week are requested.

G. After annual leave periods have been scheduled in accordance with the foregoing, any other requests for annual leave, including time within the "prime time" in periods of one (1) day or more may be submitted. Requests shall be submitted at least eight (8) weeks in advance in writing. Employees will receive a written response to such requests within fourteen (14) calendar days. When submitted at the same time (within a calendar day) conflicts regarding such requests will be resolved by the seniority of qualified RNs, except as outline in "C" above. Requests for single days shall not be unreasonably denied. Patient care needs shall be taken into consideration when a decision is made. Registered nurses who carry the maximum amount of leave they can carry must have their remaining leave, which would otherwise be lost scheduled and approved prior to

November 1st of the leave year.

H. Annual Leave: Change of Request

Except in an emergency, once annual leave periods have been selected in the foregoing manner, they will not be changed by the registered nurse or by the Medical Center except to meet the patient care requirements or where the employee requests a change which does not affect the selection made by another employee. Such changes in annual leave periods shall not be abused by either party.

Patient care needs will be taken into consideration when scheduling leave under this section.

17.3 – SICK LEAVE AMOUNT - See Article 17 of the Master Agreement

17.4 – ADVANCED SICK LEAVE - Full-time employees may request advanced sick leave up to three hundred and twelve (312) hours or the amount which could accrue by the end of their current appointment, whichever is the lesser amount, by letter or memorandum submitted to the Associate Director for Nursing/Patient Care Services (ADPNS) through the local Service/Care Line Leader if the local Service/Care Line is fully operational. Part-time employees may request advanced sick leave in the amount that can be earned by the end of the leave year. Any such request should include documentation of disabling condition arising from injury, illness or pregnancy.

For more information see VA Handbook 5011 located at:

http://vaww1.va.gov/ohrm/directives-handbooks/Direct_Hand.htm

17.5 – MILITARY LEAVE - Military leave for performance of duty with Reserve or National Guard units will be granted in accordance with applicable laws and regulations. When military leave is not available, annual leave or leave without pay will be approved on verbal notification or presentation of orders, with written presentation of orders as soon as possible. RNs shall not be charged AWOL when fulfilling their military obligation and they have given Management proper notification as described above. Employees should notify supervisors as soon as possible regarding scheduled obligations. No employee will suffer loss in seniority or seniority rights from performance, of Reservist or National Guard duty.

For more information see VA Handbook 5007 located at:

http://vaww1.va.gov/ohrm/directives-handbooks/Direct_Hand.htm

17.6 – JURY DUTY LEAVE - See Article 17 of the Master Agreement.

17.7 – UNPAID LEAVE - All unpaid leave time granted under the Family Medical Leave Act (FMLA) or other applicable law to employees is granted in addition to annual leave time.

17.8 – LEAVE OF ABSENCE: PROCEDURE - An eligible employee under Article 42 Personal Leave: Basis and Amount, except in the case of an emergency, will apply for a leave of absence in letter form to the Associate Director for Nursing/Patient Care Services through their nurse manager, eight (8) weeks prior to the commencement of such leave. The request must include appropriate documentation such as doctor's statements, course descriptions, etc. Management may request, in writing, additional information within ten (10) calendar days if it deems it necessary to process the request. The Associate Director for Nursing/Patient Care Services through their nurse manager will notify the employee in writing within four (4) weeks after the request is received or

within four (4) weeks after any requested additional information is received, whichever is later, if such leave of absence is to be granted. An employee desiring extension of any leave of absence will submit a similar application not later than fourteen (14) calendar days before the scheduled expiration of that leave and the Employer will notify the employee of its decision as soon as possible; but prior to the scheduled expiration of the leave if the request is submitted on time and if all required documentation is present.

17.9 – PERSONAL LEAVE: BASIS AND AMOUNT - An employee will be eligible for a leave of absence as follows:

A. If the employee intends to return to duty, the employee may request sick leave, annual leave in lieu of sick leave, and leave without pay in lieu of sick leave for maternity purposes for any period of time which is medically justified. Requests for leave for medically justifiable time will be considered as any other request for leave based on the employee's physical inability to perform assigned duties. In addition to the time which is medically justified the nurse may request annual leave or leave without pay in lieu of annual leave for child care purposes.

B. Up to twelve (12) weeks of annual leave, sick leave or LWOP per calendar year for personal illness or illness in the employee's immediate family.

C. Up to twelve (12) continuous months, but not less than three (3) continuous months per calendar year of LWOP for education in an accredited institution.

D. Up to one (1) year of LWOP for Association business or employment with the Union.

E. Leave of absence without pay for other reasons shall not be unreasonably denied. Employees on leave shall not lose seniority.

At the end of a leave of absence the employee will be entitled to return to work in the same or equivalent position.

For more information see VA Handbook 5007 located at:

http://vaww1.va.gov/ohrm/directives-handbooks/Direct_Hand.htm

17.10 – VOTING - As a general rule, the voting polls are open at least three (3) hours either before or after a RNs regular hours of work, so RNs have sufficient time to vote. However, should the polls not be open at least three (3) hours before or after an RNs shift, the RN may request leave, and the Agency will make every reasonable effort to approve the leave.

17.11 – CONVENTION ATTENDANCE - A. Consistent with work load requirements of the Employer and patient care needs, the Medical Center may grant accrued annual leave or leave without pay to a employees to attend conventions or meetings of the UAN. Leave without pay shall not exceed twenty-five (25) days per year to attend UAN business for all union officials.

B. The Medical Center may approve authorized absence for Union Representatives for training where the training will be of mutual benefit and the absence does not interfere with the operations of the Medical Center. Internal organizational business will not be considered mutual benefit.

C. Requests for authorized absence must be submitted at least eight (8) weeks in advance when possible by the employee in writing together with the agenda, a statement of mutual benefit and along with the proper request form countersigned by the Local Union President. Once countersigned, the request and supporting documentation will be submitted to the Associate Director for Patient Nursing Services for review and decision. Upon receipt, the Associate Director for Patient Nursing Services will render a decision within two (2) weeks.

D. Normally, attendance at labor organization conventions is considered internal organizational business unless there is clear and unequivocal information to the contrary.

Article 19: OFFICIAL RECORDS & PROTECTION IDENTIFIABLE INFORMATION

19.1 – EMPLOYEE STATUS - When time permits, if the Union requests hard copies of any reference manual it shall be supplied to the Union President. The Union will be provided with a link to all reference manuals. The UAN will make every effort to obtain such reference manuals from electronic internet links.

Title Classification

VA Handbook 5003/1, Part I.

Full-Time Employees

VA Handbook 5005, Part II, Chapter 3, Section 1.

Part-Time Employees

VA Handbook 5005, Part II, Chapter 3, Section 2.

Probationary Period

VA Handbook 5005, Part II, Chapter 3, Section 1c.

Review of Probationary Employees

VA Handbook 5005/12, Part II, Chapter 3, Section F.

Proficiency Rating System

VA Directive 5013/5, Part II.

Article 21: OUTSOURCING

21.1 – CONTRACT RN's - The Union acknowledges that the Agency, in the interest of fulfilling its mission and providing quality patient care, will, when needed, utilize contract RNs. The Agency acknowledges that its use of contract RNs may impact on the working conditions of bargaining unit RNs in a number of respects, including overtime requirements and opportunities; shift rotation requirements and opportunities; workload; and bargaining unit RN's assignments within the Agency. The Agency will consider these impacts on bargaining unit RNs when determining whether and when to utilize contract RNs. Upon request, by the Union, the Agency will discuss the consideration process with the Union.

Article 22: OVERTIME & COMPENSATORY TIME

22.1 – MANDATORY OVERTIME - If an unplanned or scheduled need occurs which requires that RNs are required to work additional hours to meet patient care needs, the nursing supervisor will:

- a. Determine if temporary staffing adjustments, (such as voluntary changes of tours, use of unscheduled or intermittent hours, details or extended relief) will be made in an effort to minimize voluntary or involuntary overtime.
- b. Maintain a volunteer list of RNs interested in working additional hours. The list will be kept on each unit. The list will be created by adding a row to the time schedule for each shift titled "Availability for Additional Hours".
- c. Solicit qualified RN from the availability list by seniority regardless of compensation desired. If no qualified volunteers are available from the affected unit, other unit availability lists will be checked for a qualified volunteer. RNs will initially be limited to working an additional twenty-four (24) hours above eighty (80) hours worked per pay period. After the RN has reached the twenty-four (24) hour limit, the next senior qualified RN may work. When no other qualified volunteers are available, an RN may exceed the twenty-four (24) hour limit.
- d. For scheduling staffing needs that remain after a thru c above, an e-mail will be sent to all RNs soliciting qualified volunteers to work on needed shifts.
- e. Agency RNs will be used before mandatory overtime is imposed on a bargaining unit member.

In the event that employees must be required to remain on duty, the least senior qualified RN who is assigned as a regular staff member, including extended relief staff, assigned to the unit that day will be the person required to stay.

If that nurse has already been required to remain on duty one (1) hour or more beyond his/her scheduled tour in that pay period, it will be the responsibility of the next least senior qualified (on duty) nurse to stay. If there is only one RN on duty on the unit, this provision does not apply.

Nurses who have been mandated to work additional hours, where patient care needs permit, management will give RNs at least eleven (11) hours of non-duty time between scheduled tours of duty. Exceptions may be made at the written request of the RN.

The Union may request to review records of unscheduled hours, overtime use, intermittent use and agency RNs.

22.2 – COMPENSATION FOR TIME WORKED - Base Compensation Rate

See VA Handbook 5007 located on the World Wide Web at:

http://vaww1.va.gov/ohrm/directives-handbooks/Direct_Hand.htm

Overtime Work

See VA Handbook 5007 located at:

http://vaww1.va.gov/ohrm/directives-handbooks/Direct_Hand.htm

Work on a Weekend

See VA Handbook 5007 located at:
http://vaww1.va.gov/ohrm/directives-handbooks/Direct_Hand.htm

Evening and Night Work

See VA Handbook 5007 located at:
http://vaww1.va.gov/ohrm/directives-handbooks/Direct_Hand.htm

On-Call

See VA Handbook 5007 located at:
http://vaww1.va.gov/ohrm/directives-handbooks/Direct_Hand.htm

Earning and Leave Statements

All W-2 forms and Leave and Earnings Statements are to be provided.

Article 23: PROFESSIONAL COMPETENCE, ACADEMIC EDUCATION AND PROFESSIONAL DEVELOPMENT

23.1 – STAFF DEVELOPMENT PROGRAMS - Employer shall provide for all full-time and part-time employees the following:

- A. One (1) hour of new employee orientation shall be allotted for Union business.
- B. A program of continuing education may be offered. Any CEUs must be approved by an appropriate body, such as the American Association of Critical Care Nurses, the NYSNA Council on Continuing Education, etc.
- C. A good faith effort will be made to provide authorized absence and financial aid for participation in educational institutes, workshops, and/or meetings.
- D. Registered Nurses who are certified or specialized will be given an opportunity to meet the requirements to maintain the certification or specialty as patient care permits.

Provisions of this section will be distributed on an equitable basis and records kept and made available, except when precluded by law, to the Union upon a written request.

Article 26: RESTRUCTURING, CONSOLIDATING, INTEGRATING OR CLOSING VA FACILITIES OR UNITS

26.1 – UNIT CLOSING/OPENING - The Associate Director for Patient Nursing Services shall notify the Union as soon as it is known that a unit will be opening, closing, changing permanent functions or change in census. Notification will include the date of the proposed change and staff to be affected.

Article 28: SENIORITY

28.1 – SENIORITY - All employees will accrue seniority based on last Entrance On-Duty (EOD) date as an RN in the VA system, with the following exception:

RNs that leave the Hospital after January 1, 1994 and return within three (3) years will have past time credited after completion of one (1) additional year of service. It is understood that a new date will be established for seniority purposes, which includes past time worked and current RN EOD date.

Article 30 – STAFFING

30.1 – STAFFING ADJUSTMENTS/DISPLACEMENTS - The following procedures will apply to registered nurses who are covered under the United American Nurses Albany Local collective bargaining agreement and are affected by a staffing adjustment as described in VHA Handbook 5005, Part IV, Chapter 3:

A. A minimum of sixty (60) days general notice (unless a waiver is approved to shorten this notice period by the Assistant Deputy Undersecretary for Health because of unforeseeable circumstances) and thirty (30) days specific notice shall be provided to the Union and to affected nurses. No nurse shall be separated with less than thirty (30) days notice. Both parties agree to meet and confer at the time the notice is given.

B. If management determines that the qualifications of individuals are otherwise generally equal, full-time and part-time nurses shall be listed on separate registers in order of veteran's preference (5 point and 10 point) and within veteran's preference by service computation date. If it is determined that individual qualifications are not generally equal then management shall confer with the Union to develop additional local criteria. Part-time registered nurses shall be listed in this manner regardless of the number of hours they are scheduled to work. If it is decided that full-time and/or part-time nurses must be separated using staffing adjustment procedures, these actions will be processed separately using the appropriate full-time or part-time register.

C. Separations will not be made to discriminate against or punish any nurse. Separations will not be in violation of any law, regulation or provision of the collective bargaining agreement.

D. A separate set of full-time and part-time registers shall be established for the following groups of nurses:

1. Nurse Practitioners
2. All Other Registered Nurses

E. In the event of separation by staffing adjustment procedures, registered nurses shall be entitled to severance pay as described by applicable regulations. Career Transition Assistance shall be provided consisting of resume writing, outplacement assistance, interviewing techniques, etc. Human Resources shall notify all separated registered nurses about the programs available to them that will provide assistance to separated nurses.

F. In the event of any involuntary reassignments due to staffing adjustments, the nurse shall be given up to ninety (90) days orientation to the new position.

G. Registered nurses separated due to a staffing adjustment shall be given one year's priority consideration for vacancies*. The one year priority consideration shall commence from the effective date of the employee's separation. The employee shall notify Human Resources before the effective date of their separation that they wish to be considered for priority consideration. If the registered nurse does not inform Human Resources by this

date, he/she shall not be considered for priority placement. It is the employee's responsibility to keep Human Resources informed of any change of address and/or telephone number and to maintain proper licensure. If a vacancy occurs for which the employee is qualified, Human Resources shall notify the employee, in writing, by return receipt registered mail of the vacancy. The employee shall have five (5) working days from the date of receipt of the notice to notify Human Resources that they wish to accept the vacancy. If they do not reply, the vacancy shall be offered to the registered nurse who is next on the list. An employee who has not responded shall then fall to the bottom of the list. An employee who declines an offer of employment for the second time shall be removed from the list. Employees shall be listed by service computation date on two (2) separate lists; one for full-time employees and one for part-time employees. Full-time registered nurses will only be considered for full-time positions, part-time registered nurses will only be considered for part-time positions. Part-time registered nurses shall be listed and offered positions regardless of the number of hours they worked prior to separation.

H. Intermittent registered nurses shall not solely be used in such manner to cause an employee to be separated by staffing adjustment procedures. Intermittent registered nurses shall not solely be used to prevent a separated employee from returning to work as outlined in paragraph 7 above.

*For the purpose of this agreement, a vacancy is defined as a bargaining unit position for which no incumbent employee has applied and the Medical Center has decided to recruit from an outside source. Qualified shall be defined as the ability to perform independently within 90 calendar days.

It is understood that this satisfies both parties' obligations under Article 26 Section 3B of the Master Agreement.

Article 34: VACANCY ANNOUNCEMENTS

34.1 – POSTING OF POSITIONS - When a new or lateral transfer vacancy occurs, present employees will be considered for the position before a final decision is made to select an individual from outside of the Medical Center. The Medical Center will post such vacancies in VISTA (Notable News) for sixteen (16) calendar days, specifying patient unit, shift, position title, minimum qualifications and area of consideration. A notification that the position has been posted will be sent simultaneously by E-Mail Outlook to all RNs. Employees may apply for such positions during the posting period. A copy of the posting will be simultaneously given to the Union's President via e-mail Outlook. The Medical Center will notify all applicants of its decision in writing within ten (10) workdays of the decision.

Article 36: WORK SCHEDULES

36.1 – WORK SCHEDULES - A. Each Nurse Manager will consider in good faith and effort within the demands of patient care needs to give, if possible, each registered nurse two (2) week-ends off over a four week period. Every effort will be made to grant time requested on an equitable basis. An explanation, in writing, will be provided for denials of requested days off. On the time schedule, the non-working day off will be designated as a "D (r)".

B. The Union may submit proposals on experimenting with other systems of scheduling work time with the goal of permitting every other weekend off. Proposals must take into consideration the

work schedules of non-Union members. The Nurse Manager shall consider the written proposals of the registered nurses and shall within thirty (30) workdays provide a written decision clarifying the actions that will be taken. It is understood that such presentation will take into consideration the normal staffing patterns assigned by nursing management for that work area.

C. The Medical Center will make every effort to avoid scheduling nurses to work for more than six (6) consecutive days.

D. Nurses may request evening or night tours of duty as primary assignments. Such requests may be honored as long as the nurse's performance and dependability are satisfactory, requests do not exceed the needs, and the skills of the nurses are commensurate with the assignment. If the need arises for management to reassign a nurse from one shift to another the nurse manager will make the reassignment by seniority from the group of nurses that management believes has satisfactory performance and dependability and whose skills are commensurate with the assignment.

E. Changing Patterns of Duty Hours. All registered nurses, except in cases of patient care needs, or compressed workweeks, shall be provided with at least two (2) tours of non-duty time between the completion of the scheduled tour of duty, except where the normal pattern of work precludes this. It must be understood that the provisions of this section do not apply to employees working under the provisions of the Baylor Plan or under a compressed workweek schedule.

F. Time schedules for employees will be posted six (6) weeks in advance and planned on an equitable basis. Management will make every effort to avoid changing a time schedule once it is posted. Employees will be notified as far in advance as possible of a schedule change. Management will take into account an employee's input when changing a posted work schedule.

G. Should it be necessary for patient care needs to change posted time:

1. The Nurse Manager will notify the RNs on that ward of the dates and tours requiring time changes within one (1) administrative workday of becoming aware that a change is needed. This will allow other RNs to volunteer to change their schedule.
2. The Nurse Manager will solicit RNs to voluntarily change their schedule.
3. The Nurse Manager will make every effort to contact qualified, intermittent staff
4. In the event that employees must be involuntarily assigned a change of planned time, changes will be made on an equitable basis within the unit. The employee will be verbally notified at the time of change if the employee is on duty or as soon as possible thereafter. No schedule will be changed without verbally notifying the employee. If the employee cannot be notified, another RN will be assigned the change.

H. When posted time is changed under this section (i.e., involuntary or voluntary changes) and involves weekend or off tour coverage, the Nurse Manager will notify the time planner so the additional weekend or off tour work can be credited.

36.2 – ERRORS IN TIME KEEPING - In the event of an error in timekeeping, the nurse involved may contact the timekeeper who shall promptly ascertain all facts and, where possible, initiate corrective action with a full explanation to the nurse. Should the timekeeper not be

authorized to initiate corrective action, the overall facts involved will be made known immediately to the appropriate supervisor who will promptly endeavor to bring about an equitable adjustment. The nurse, after discussing the matter with the appropriate supervisor, may visit Fiscal Service and may be accompanied by a Union representative. Except for reasonable circumstances any errors in timekeeping will be corrected by the next pay period after the error is discovered.

36.3 – REST PERIOD - As stipulated by VA regulations, RNs are to receive a 15 minute rest break on duty time for every four (4) hours of duty, to obtain relief during which employees may interrupt their work to obtain relief from fatigue or constant attention to duty. Should a pattern develop on a unit where RNs are unable to utilize said breaks, management shall meet with the Union to address such issue and find a mutually acceptable solution, recognizing the parameters of 38 USC 7422.

In the event workload prohibits the employee from taking their scheduled rest period, the employee will notify their supervisor as soon as possible after missing their break and the supervisor will make every effort to reschedule the rest period that day.

36.4 – MEAL PERIOD - All nurses working the day shift shall be entitled to a one-half (1/2) hour meal period free from work responsibility. If a scheduled meal period is missed due to patient care needs or unforeseen circumstances (but not by the employee's choice), the Supervisor will provide the employee with a meal period or one-half (1/2) hour overtime if patient care needs demand that the RN remain on duty.

36.5 – ON DUTY TIME –

A. In order to provide nursing services in all departments and on all shifts, regular full-time nursing schedules will normally be constructed into regular tours of duty of eight (8) hours per day, exclusive of one-half (1/2) hour mealtime (if provided), except where an alternate work schedule, compressed work schedule, or flexible work schedule is authorized. It is understood that alternate work schedules, compressed work schedules, and flexible work schedules may be approved by management when consistent with patient care needs.

B. It is understood that uncommon tours of duty (such as 6:00 a.m. - 2:30 p.m., 9:00 a.m. - 5:30 p.m., etc.) are necessary in order to provide for patient care, and shall be equitably distributed.

36.6 – WORKWEEK - The workweek begins at 12:01 a.m. Sunday and ends at 12 midnight on the following Saturday.

36.7 – ROTATION - Registered Nurses who normally work days may request to rotate to an alternate shift of their choice as long as the nurse's performance, competency, and dependability are satisfactory, requests do not exceed the needs, and the skills of the nurse are commensurate with the assignment. It is understood that should the need for rotation change, employees will rotate from the shift of their choice by seniority. No employee will be scheduled to rotate between more than two (2) shifts during each pay period unless it is found necessary to do so for patient care needs. Rotation will be distributed on an equitable basis among both full-time and part-time employees every six (6) months.

Off tour RNs acknowledge the need of Management to keep them in their current position until replaced, not surpassing Article 34 Section 3 E of the Master Contract.

Rotation shall be equitably distributed among all qualified staff RNs, as per the needs of the unit. At Management's determination, if there are sufficient qualified staff, Registered Nurses with twenty two (22) years or more of seniority will not be required to rotate shifts except in extraordinary circumstances under the following conditions:

- The employee cannot be on a compressed work week or flexi-time schedule.
- No more than two employees on a unit may participate.
- If there are less than seven (7) RNs assigned to a unit, excluding the Nurse Manager for more than two weeks. The privilege will be restored when a full compliment of RNs are assigned.
- Those employees on sick leave restriction may not participate.
- Employees excluded from rotation shall work every other weekend.

When two (2) or more nurses have requested rotation to an opening on a given shift, preference will be given to the most senior qualified nurse if the nurse's performance, competency, and dependability are satisfactory.

Every effort will be made to avoid the assignment of a Registered Nurse from spending more than forty percent (40%) of their time during a pay period on their rotated shift.

The parties agree that should this supplemental agreement be renewed without negotiations, the definite number of RNs established by this clause at the end of its original expiration date shall not increase.

Article 39: UNION RIGHTS & REPRESENTATION

39.1 – UNION BUSINESS - The Employer recognizes the obligation to notify the Union and to bargain in accordance with law and regulation regarding any change in personnel policy or working conditions affecting nurses. The Employer recognizes that this obligation remains even after it has met this obligation with other exclusive representatives of other bargaining units.

39.2 – LOCAL REPRESENTATIVES - The Union will designate and notify the Employer of its local representative(s) who, is (are) authorized to deal with the Employer and the adjustment of any problems arising out of this agreement. The Union will notify the Medical Center of these representatives' designation and authority and change in either.

The Employer shall grant official time to conduct union business to the following UAN representatives as follows:

President - 24 hours per week; Vice President - 20 hours per week; Grievance Chair - 4 hours per week; Secretary - 2 hours per week.

The specific hours granted shall be by mutual agreement between the Nurse Manager and UAN. The Council President is to work an administrative workweek. The President will be given four blocks of four hours and one block of eight hours each week. The Vice President will be given five blocks of four hours each week. The individuals listed above will not receive any additional time

off to conduct UAN business. However, if management schedules a meeting with one of the above UAN officers outside of their designated official time, this time shall not be deducted from their normal scheduled official time. Any time not used during a given work week will not be transferable to a future date unless it is cancelled by management. In this case it is understood that the manager shall reschedule official time cancelled by management within a two-week period. It is agreed that official time shall be scheduled amongst these four individuals so that the UAN can attend, if they wish, scheduled management meetings such as the Local Leadership Committee. However, they will be able to attend scheduled management meetings outside this period when either UAN or management officials find that it is not possible to schedule meetings during the designated official time. It is understood that official time is granted under this agreement as long as patient care permits.

If they work a holiday, the UAN representatives listed above will not be given time off to conduct union business on the holiday. These hours will be scheduled during the remainder of the week as long as they normally would have official time scheduled on the day the holiday falls. If the President or Vice President does not work a holiday, any official time normally scheduled for the day the holiday falls on shall be lost. If the Grievance Chair or Secretary does not work a holiday on which their official time would normally be scheduled, this time will be rescheduled to another day. This schedule and time to conduct union business is non-transferable to another UAN member even when the designated representative is not present for extended periods of time such as annual leave, sick leave, leave without pay, military leave, administrative leave, etc. However, it is understood that if the Executive Board of the UAN Albany Local officially, in writing, reassigns the duties of one of these UAN officers because of an extended absence or removal from office, official time as described above shall then be transferable at the beginning of the next pay period after the notification was received.

It is understood that official time granted under this agreement shall be used while the UAN representative is on Medical Center property.

The UAN Albany Local shall be provided with up to four (4) beepers, which shall be used for Union business.

39.3 - BULLETIN BOARDS - The Employer shall maintain bulletin boards with locks in the basement and on floors 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11. The Council President and management shall be provided with a key to the boards. Only appropriate material will be placed on these boards. These bulletin boards will at all times carry a label, device or notice clearly identifying them as space for Union use only. Posted material will be identified as UAN material and as not endorsed in any way by the Veteran's Administration.

39.4 – UNION RIGHTS - The Union, in an effort to be proactive, may propose changes, consistent with Title 38 USC Section 7422, regarding conditions of employment or resolutions of problems affecting the working conditions of the bargaining unit, for discussion purposes. Management will give full consideration to any concerns raised. However, the Agency has no Title 5 USC Chapter 71 obligation to bargain over any such proposal.

Article 44: FACILITIES AND SERVICES FOR UNION USE

44.1 – UNION OFFICE - In addition to those items listed in the National Master Agreement, the Employer will provide the UAN Albany Local with two (2) keys to the nearest copy center to the Union office.

44.2 – MAIL DELIVERY - Mail specifically addressed to the Union, received from outside the Medical Center will be held in the mailroom. Union representatives may pick up their mail at the mail room during normal business hours. Union outgoing mail shall be left with the mailroom by a Union representative.

44.3 - MEETING SPACE - The Medical Center will make available on the premises of the Medical Center an appropriate size room for the occasional use of local unit members in connection with any business necessary to represent the employees in the unit.

44.4 – PARKING - The Employer agrees that where parking facilities are available, unit employees shall be afforded safe parking to the extent possible.

The Union will be afforded membership on the Medical Center Parking Committee.

The Employer will maintain a designated spot in Parking Lot L for the sole use of the Union Representative whose car will have a UAN ID displayed.

Article 46: LOCAL SUPPLEMENTAL CONTRACTS

46.1 – DURATION OF AGREEMENTS - The initial agreement and all subsequent modifications thereof shall be signed by the parties thereto, ratified by the nurses in the unit and signed by the UAN Albany Local Negotiating Committee and the UAN representative and the Medical Center Director. It shall become effective upon approval of the Under Secretary for Health, Department of Veterans Affairs and the UAN Albany Local Executive Board. The agreement shall remain in full force and effect until terminated or modified in the following manner:

A. The agreement shall remain in full force and effect for three (3) years from the effective date, and shall be automatically renewed triennially, unless modified or terminated as provided herein.

B. During the term of the agreement, either party may serve upon the other party a written notice of intention to negotiate additions to, or modifications of, the agreement at least sixty (60) days prior to the three (3) anniversary dates of this agreement and must state the nature of the amendment requested. Negotiations under this paragraph are subject to Article 62.

C. Either party may, after giving the other at least sixty (60), but not more than ninety (90) days notice, terminate this agreement after a period of three (3) years from the effective date or every three (3) years thereafter.

D. The parties shall meet to negotiate with respect to matters covered within thirty (30) days of receipt of such notice. This time frame may be extended by mutual agreement.

46.2 NEGOTIATION WAIVER - These articles constitute the sole and entire agreement, and both parties have had full opportunity to raise any and all issues during negotiations. The parties do mutually waive the right to negotiate on any further subjects during the life of this agreement, except by mutual consent or when a change in law or regulation, binding on the parties, affects a provision of the agreement.

46.3 – NEGOTIATING COMMITTEES - Each negotiating committee shall not at any time exceed seven (7) in number. Each party may also have not more than one (1) observer in attendance at negotiation conferences. The names of the observers and committee members will be exchanged at the beginning of the sessions. Each party reserves the right to bring a subject expert when said subject is addressed during the negotiations.

46.4 – IMPASSE - If, despite diligent good-faith efforts, and within a reasonable time, the parties have been unable to reach agreement on the terms of an Agreement, or any amendment thereof, the following procedures shall be followed in an effort to resolve the impasse:

A. The Federal Mediation and Conciliation Service shall be requested, pursuant to its regulations, by either party, to provide services and assistance in the resolution of disputed negotiation items.

B. Impasses

In the event the services of the Federal Mediation and Conciliation Service shall fail to resolve a negotiation impasse, either party may request the Federal Service Impasses Panel, pursuant to its regulations, to consider the matter.

Article 48: OFFICIAL TIME

48.1 – ROLE OF UNION OFFICIALS AND USE OF OFFICIAL TIME - Designated representatives of the Union shall be allowed official on-duty time that is reasonable, necessary and in the public interest, to consult and meet regarding personnel policies and practices governing general working conditions. Union representatives shall be granted reasonable official on-duty time for the purpose of negotiating a collective bargaining agreement with the Medical Center in accordance with Article 60. Any activity performed by an employee related the internal business of the Union (e.g., the solicitation of membership, the election of any Union official) shall be performed by the employee in a non-duty status or while on approved annual leave or leave without pay (LWOP).

Article 49: CONTRACT DURATION AND DISTRIBUTION

49.1 – DISTRIBUTION OF AGREEMENT –

A. A copy of this agreement and future amendments shall be reproduced and distributed by the Medical Center to all employees in the unit and to all supervisors with jurisdiction over employees

in the unit. This local supplemental contract will be made available on the VISN 2 website.

B. The Medical Center will take reasonable steps to familiarize all supervisors involved with the terms of this agreement. The Union will make a like effort with respect to employees in the unit, to the end that grievances arising out of a misunderstanding of the rights and obligations established by the agreement may be kept to a minimum.

ADDENDUM:

1.1 - RETIREMENT AND INSURANCE PLANS - Eligible employees are entitled to enroll in any office of Personnel Management approved insurance plans available to all Medical Center employees.

1.2 - RETIREMENT COUNSELING - The Medical Center shall make available retirement counseling to all employees.

1.3 – MEMBERSHIP LIST - A complete bargaining unit roster including name, grade, position title and duty basis will be forwarded to the Union on a quarterly basis.

The Associate Director for Nursing/Patient Care Services or designee will provide to the Union's President a seniority list semiannually, with quarterly updates of additions, deletions or, changes, including changes from full-time to part-time and vice versa.

1.4 – DEFINITIONS - As used in this agreement and except as otherwise clearly required by its context:

- a. "agreement" means this agreement and each appendix, schedule, amendment or supplement;
- b. "Employer" means the VA Healthcare Network Upstate New York at Albany;
- c. "Union" means the United American Nurses (UAN), which is the exclusive bargaining representative and the UAN Albany Local which is the servicing agent.
- d. "employee" means a registered nurse in the Unit of Recognition;
- e. "emergency" means a sudden, urgent, non-routine, and unforeseen occurrence or occasion requiring immediate life-saving action;
- f. "detail" means the temporary reassignment of an employee from the assigned nursing unit to another nursing unit for more than a shift;
- g. "rotate" means the pre-scheduled assignment to an alternate shift on any of the three (3) shifts;
- h. "nursing unit" means a defined physical area where nursing care is given;
- i. "assignment" means an employee is assigned to a specific nursing unit or a specific function with a designated supervisor;
- j. "council representative" means an employee who is the representative of the UAN Albany Local

who assists employees in those matters relative to this agreement;

k. "staff adjustment" is a formal procedure used to modify organizations through changes in staff patterns or levels.

l. "furlough" means placement of an employee in a temporary status without duties or pay because of a lack of work, funds, or other non-discriminatory reasons. Furloughs may be consecutive or non-consecutive days.

m. "calendar week" means a week commencing on Sunday and ending on Saturday.

n. "National Master Agreement" means the Master Contract between the Department of Veterans Affairs and the United American Nurses.

o. "Local Agreement" means local supplemental agreement to the National Master Agreement which is negotiated at Albany

p. "float" means temporary assignment outside an RNs nursing unit for one shift or less

1.5 - NOTICES TO PARTIES -Any notice required to be served on either party under this agreement will be either mailed registered or certified, e-mailed or hand delivered to the person designated by the specific section of the Agreement, and considered served once confirmation of receipt of notice is received.