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ARTICLE 1: RECOGNITION, PURPOSE OF AGREEMENT AND COVERAGE

Section 1: Recognition

The parties to this Local Supplemental Contract, hereinafter referred to as Local Contract, are the Veterans Affairs Medical Center, Augusta, Georgia, hereinafter referred to as VAMC or management, and the Augusta Local Unit for United American Nurses, hereinafter referred to as UAN or the union.

Section 2: Purpose of Agreement

A. This Local Contract will replace the Agreement between VA Medical Center Augusta, Georgia and VA Medical Center Augusta Chapter – Georgia Nurses Association signed and approved in 1982.

B. This Local Contract is to be used to complement the Master Contract between the Department of Veterans Affairs and the United American Nurses, hereinafter referred to as the Master Contract, and other areas of mutual interest.

Section 3: Coverage

A. The unit for which UAN is the exclusive representative consists of all non-supervisory registered nurses (RNs). This includes those RNs who are permanent or temporary and those who are full-time, part-time or intermittent who are employed by or working at the Augusta VA Medical Center. This Local Contract and any amendments shall apply to all registered nurses in the local unit whether or not they are dues paying members of the union.

B. Supervisor means an individual employed by the VAMC having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

C. VAMC will furnish UAN a list of the names, position titles, grades, and salaries of RN's covered by the Master Contract and the Local Supplemental Contract on a quarterly basis.

D. Union officials/representatives are defined as elected officers or stewards who have been designated in writing by the President UAN. Per Article 39, Section 5A, UAN will provide VAMC with an annual updated list of the names, titles, room numbers and telephone numbers of all officials. This list may be updated periodically during the year as changes occur.

ARTICLE 2: GOVERNING LAWS AND REGULATIONS

A. All local VAMC policies, which affect the personnel policies, practices or working conditions of RNs should not be eliminated or modified without consultation between VAMC and UAN.

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.

C. Where any local VAMC policy, Department or VHA Directive/Handbook expressly conflicts with the Local Supplemental Contract, the Local Contract shall govern.

D. Nothing in this provision is intended to waive the Union's right to demand to bargain, or to satisfy the Agency's obligation to bargain upon demand, over any change(s) in working conditions.

ARTICLE 3: LABOR-MANAGEMENT COLLABORATION

Section 1: General Principles

A. The Union and Management will strive to foster a constructive working relationship and to maintain a climate of mutual understanding and respect. At either party's request the union and management will meet to discuss matters of concern which are appropriate subjects for consultation or for negotiation.

B. The parties agree to work in collaboration and use the principles of pre-decisional involvement to guide their cooperative working relationship.

C. The Medical Center Director or designee and the President UAN or designee will endeavor to meet on a regular monthly basis, to engage in labor-management collaboration. The union and management may invite one other participant each to attend the meeting.

Section 2: RN Related Principles

Recognizing there are significant issues unique to the RN, the Associate Medical Center Director for Patient Nursing Services or designee and the President UAN or designee, will endeavor to meet on a regular monthly basis, to engage in labor-management collaboration, unless another meeting schedule is mutually agreed upon. The union and management may invite one other participant each to attend the meeting.

Section 3: Collaborative Labor Management Committee

A. Management or the Union may request that a Collaborative Labor Management Committee be established to address in-depth issues of mutual concern. The Committee will be formed upon mutual agreement.

B. Rules for this committee will be negotiated at that time.

ARTICLE 4: PRE-DECISIONAL INVOLVEMENT

A. Labor - Management Collaboration represents those activities where employees, through their union (their elected exclusive representative) are given the opportunity to help shape decisions in the workplace which impact their work.

B. Pre-decisional involvement is fundamental to a fully functional and effective partnership. The best ideas for improvement generally come from the people who do the work. Therefore, changes under consideration that will, or might effect, what, where, when, and how employees of the medical center accomplish their tasks are appropriate for discussion and should be brought to the attention of the labor partners at the earliest possible time. Pre-decisional discussions enhance the decision process by providing the opportunity for labor and management to discuss proposed changes, identify potential problems, and to exchange concerns and ideas. It is agreed that management is committed to the pre-decisional involvement process as it is in the best interest of all concerned, and this commitment is not construed by the partners as a waiver of management's statutory rights nor labor's right to bargain.

C. The partners (UAN and management) recognize that they are equally responsible for impact and implementation issues. Therefore, the partners agree that every effort will be made to bring forth issues at the earliest possible time during pre-decisional discussions in order to minimize the time spent in, or the need for, formal negotiations.

ARTICLE 5: LABOR-MANAGEMENT RELATIONS TRAINING

Section 1: UAN Sponsored Labor-Management Relations (LMR) Training

A. Per Article 4 Section 1A of the Master Contract, the amount and use of official time, including scheduling arrangements, for UAN-sponsored training is an appropriate subject for local negotiations. The parties recognize that the Union has the right to

conduct and RNs have the right to attend union-sponsored training during non-duty time. Conference rooms will be made available at no cost when requested in advance subject to availability.

B. Approval of up to eight (8) hours of Authorized Absence (AA) will be granted per union representative per calendar year for union-sponsored training, such as contract administration and interest-based bargaining. However if the union-sponsored training is conducted off-station, approval of up to one (1) work shift of AA will be granted and the union representative will not be required to report for or return to duty if it will result in less than one (1) hour of consecutive appreciable work being performed. It is understood and agreed that AA cannot and will not be used for internal union business.

C. UAN will be granted AA to attend three (3) union-sponsored off-station training conferences of up to 40 hours for each conference per calendar year. The union may elect to send:

1. One (1) representative to three (3) separate off-station union-sponsored training conferences; or
2. Three (3) representatives to one (1) off-station union-sponsored training conference; or
3. Two (2) representatives to one (1) off-station union-sponsored training conference and one (1) representative to another off-station union-sponsored training conference.

The 40 hours will include AA for appropriate union-sponsored training hours and travel that is conducted during normal work hours. It is understood and agreed that AA cannot and will not be used for internal union business.

D. The parties agree that negotiated official time, which has been established in the Master Contract, Local Contract or MOU, can be used for appropriate union-sponsored training, including travel time conducted during duty hours, contingent upon patient care needs. For training regarding subject matters that are not appropriate for official time because the training is related to internal union business, the union officer must submit an appropriate request for leave.

Section 2: Process

A. As per Article 36 Section 2 A 1 of the Master Contract, the parties agree that RN work schedules must be posted in final form not later than four (4) weeks prior to the first work date on the schedule and the granting of AA is dependent upon patient care needs. Therefore, the union representative is encouraged to submit a written notice of intent to attend training to the supervisor as soon as possible so that scheduling arrangements can be made. This will give management the opportunity, should patient

care permit, to adjust the staffing plan in order to schedule the representative's attendance at the training.

B. Within 15 calendar days of receipt of the representative's notice of intent to attend training, the supervisor will acknowledge in writing whether or not he/she is going to recommend approval of the written AA request. If he/she is recommending denial, the reason should be included in the written acknowledgement.

C. To be consistent with the posting of the final work schedules, the submission of the AA request for training must be prior to the posting of the final work schedules. At least four (4) weeks prior to the training, the representative will submit an AA request with an agenda to his/her supervisor. The routing and review of the AA request will be submitted through the RN's immediate supervisor.

D. If the representative is unable to submit the AA request and agenda to the supervisor four (4) weeks prior to the training, he/she will notify his/her supervisor and the Labor Relations Specialist or designee of the delay so management will be aware that there will be a need to expedite the process.

E. The union representative may request annual leave or leave without pay for training regarding subject matters that are not appropriate for AA because the training is related to internal union business.

F. The parties agree that management will submit the agenda to VA Central Office Labor Relations for guidance if there is a disagreement regarding whether or not the training is appropriate for AA.

Section 3: Joint Labor-Management Training

A. Per Article 4 Section 2B of the Master Contract, the nature, amount and scheduling of joint labor-management relations (LMR) training is a matter appropriate for local negotiations.

B. The parties agree that joint LMR training will be provided to supervisors and union representatives to educate those individuals responsible for interpreting and implementing the Master and Local Contracts.

C. The parties will strive to provide joint LMR training on a quarterly basis unless another mutually agreed upon training schedule is developed.

D. VAMC and the Union will mutually determine the subject matter, date, time, attendees, and other specifics of the training.

Section 4: Third-Party Sponsored Training

Third-party sponsored training conducted locally or off-station may be considered for official time.

ARTICLE 6: EMPLOYEE RIGHTS

Section 1: General Rights

A. The provisions of this Article must be interpreted consistent with 38 U.S.C. Section 7422.

B. Conduct or performance deficiencies will be discussed with an RN in private. Electronic mail messages (e-mail) regarding conduct or performance deficiencies will not be distributed to or shared with employees who do not have a need to know.

C. If a RN is to be served with a warrant or subpoena, the supervisor will escort the employee to the VA Police Department to ensure privacy.

Section 2: Rights to UAN Representation

A. If the RN or the union official request to meet and confer regarding representational issues, management will endeavor to allow the employee to be released within the work shift in which the request is being made. If release is not possible, a mutually agreeable time will be established to ensure preservation of the employee's and union's right to meet and confer on duty time.

B. If the union requests to conduct a group meeting with RNs on duty time regarding a representational issue, a mutually agreeable time will be established with the supervisor to ensure preservation of the employees' and union's rights to meet and confer on duty time. Meetings will be scheduled so as to minimize the interruption of the work environment. It is understood there may be a need to stagger meeting times or schedule several meetings to allow all interested staff to attend.

C. VA recognizes the RN's right to assistance and representation by the union and the right to meet and confer with UAN representatives in private during duty time, consistent with law, the Master Contract and Local Contract. It is the responsibility of the RN to request permission from his/her NM if he/she needs to meet on duty time with a union official. If the RN cannot be released immediately upon request to meet with a union representative, a mutually agreeable time will be arranged.

Section 3: Weingarten Rights

Management will comply with Article 6 Section 4 of the Master Agreement, at the beginning of any actual examination of an RN in connection with any investigation. Furthermore, the VA agrees to provide written notice to the RN of his/her right to have a UAN representative present during the examination, if the RN so requests.

Section 4: Counseling

A. Counseling of an employee shall be reasonable, fair and used positively to encourage an employee's improvement in areas of conduct and performance. In addition, the involvement of the unions may improve the effectiveness of the counseling process even though it is understood that the counseling of employees for performance or conduct issues is a management right.

B. When a supervisor determines that it is necessary to counsel an employee, the union will be notified by the supervisor before addressing conduct or performance issues with the employee. Discussion with the union will not unduly delay the counseling process. It is not a requirement to reach agreement as to whether or not the counseling is appropriate. Additionally, failure to notify the union prior to issuance of the counseling will not be a basis for rescission of the memorandum of counseling to the employee. However, if the supervisor fails to notify the union about the counseling, the union will have the right to grieve a violation of this Contract.

C. In recognition of the employee's right to privacy, the supervisor will discuss the general nature of the information contained in the counseling with the union. After the counseling has been issued to the employee, the union may request specific details and/or documentation regarding the counseling if the employee has designated in writing that he/she is choosing UAN as his/her representative.

D. Recognizing Managements Rights to counsel an employee, supervisors should include whether the issue being addressed is considered to be a performance or conduct deficiency. Counselings issued for conduct may be used to support disciplinary actions; counselings for performance, Performance Improvement Plans (PIPs) and remedial training may not be used to support disciplinary actions. Failure to appropriately annotate that the issue is a conduct deficiency will negate the counseling being used to support a proposed disciplinary action.

ARTICLE 7: ALTERNATE DISPUTE RESOLUTION

Section1: Philosophy

Alternative Dispute Resolution (ADR) is a valuable resource for effective Labor-Management Relations. ADR:

A. Encourages the appropriate use of mediation as an alternative approach to resolve employment disputes and issues in controversy at the lowest organizational level;

B. Utilizes interest-based negotiating techniques to develop solutions and resolve issues that have been filed in an informal or formal forum;

- C. Encourages the use of mediation to resolve all workplace and employment disputes that include supervisor/employee, employee/employee, service line/service line, and other workplace differences;
- D. Promotes creative and efficient communication techniques in order to narrow, clarify and/or resolve issues to increase internal customer satisfaction; and
- E. Reduces costs, delays and animosity when disputes arise.

Section 2: Process

- A. The general processes for the implementation and use of ADR will be governed by the local ADR Program policy.
- B. UAN has the right to participate in all stages of mediations in which bargaining unit employees are involved, whether the employee is represented by the union or not. UAN will be given advance notice of each mediation process/step in which a bargaining unit employee is involved.
- C. If a bargaining unit employee or the union has filed a grievance and wishes to participate in mediation, the grievance process is held in abeyance until such time as the mediation process is completed.
- D. Disputants may request a particular mediator from the roster; if that mediator is available and if there is no conflict, the requested mediator will be assigned. If, however, either party objects to a particular mediator assigned to the issue, the ADR Coordinator will assign another mediator from the roster.
- E. The mediator will meet with disputants and representatives as soon as possible, but no later than two weeks after the mediator has been assigned.
- F. Mediators shall not provide counseling, therapy or legal advice to either party.
- G. If mediation is successful, the involved parties (disputants, disputants' representatives, and management officials, if management is involved) will sign a written settlement agreement. Once signed, the agreement is binding. As used here, the term "management official" means the VA official who has the authority to obligate the medical center to the terms of the settlement.
- H. Confidentiality: All oral and written communications in a mediation proceeding, other than a settlement agreement, are confidential and inadmissible as evidence in any subsequent legal proceeding, unless all parties agree otherwise. The written settlement agreement shall be disclosed only to those parties responsible for implementation of such agreement. The union will be furnished a copy of the settlement agreement to the extent required by law.

ARTICLE 8: APPOINTMENT AUTHORITY CHANGES

A. If a RN expresses an interest to his/her supervisor in making a change to his/her 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), the NM will provide a copy of the local policy explaining the changes in rights and benefits. It is expected that the NM will discuss the impact of the changes in rights and benefits with the RN.

B. The RN will submit a written request to make a change(s) to his/her appointment authority and sign a statement of understanding acknowledging he/she understands the impact the change(s) will have on his/her rights and benefits.

NOTE: Conversion from Title 38 to Title 5 or from full time to part time has a significant impact upon a RN's rights and benefits. RNs are encouraged to seek guidance from HRM or assistance from the union prior to submitting a request for conversion or signing the statement of understanding if the RN does not understand the impact of these changes.

ARTICLE 9: DEPENDENT CARE

Should a Dependent Care Committee be established UAN will be a member of the committee. The function of the committee shall be a subject of local negotiations.

ARTICLE 10: DETAILS, FLOATS & TEMPORARY ASSIGNMENTS

Section 1: Detail for One Tour of Duty or Less

A. Upon ratification of this contract and consistent with U.S.C. § 7422, each unit will establish a roster (commonly known as a "pull roster") that will be used to select the RN to be "pulled" to another nursing unit (area) due to workload and staffing needs. The roster will initially be established with the least senior qualified RN at the beginning of the roster concluding with most senior qualified RN at the end of the roster.

B. For the purpose of the pull roster, seniority is defined as the length of time a RN has worked on the unit to which he/she is currently assigned. RNs on orientation will not be pulled to work on another unit until orientation is completed. The RN's name will then be added to the end of the pull roster.

C. Management, consistent with U.S.C. § 7422 and patient care needs, will first canvass for volunteers when it is necessary for a RN to be pulled from his/her assigned

work unit to perform work on another unit for a portion of or an entire tour of duty. If more than one (1) RN volunteers, the qualified RN with the most seniority will be selected.

D. Consistent with U.S.C. § 7422, if a qualified RN volunteers or is pulled to work 15 minutes or more on another unit, this will count as his/her rotation on the pull roster.

E. If no one volunteers for the detail, then the supervisor will select the next RN on the roster who is due to be pulled.

F. The pull roster will be readily available for reference/use and updated daily as appropriate by the NM or designee. The pull roster should be clear and concise so as to avoid any confusion by management or staff regarding which RN is next to be pulled.

Section 2: Details for More than One Tour of Duty and Temporary Assignments

A. The medical center will determine the unit/area from which RNs will be chosen for details or temporary assignments of more than one tour of duty. The NM will notify the union of all details in excess of one (1) tour of duty.

B. All RNs on the unit will be canvassed to determine if anyone wants to volunteer to be detailed. If more RNs volunteer than vacancies exist the medical center will select the most senior qualified RN within the area of consideration who volunteers for the detail.

C. If there are no volunteers, the least senior qualified RN within the area of consideration who is not on orientation will be selected.

D. Seniority is defined as the length of time a RN has worked on the unit to which he/she is currently assigned. If a RN was involuntarily reassigned to the current unit, seniority ranking will include the period of time in which he/she worked on the previous unit in addition to the length of time he/she has worked on the current unit.

E. Details or temporary assignments of more than 14 calendar days shall be rotated on a fair and equitable basis amongst all RNs who volunteer. If there are no volunteers, the detail will be rotated on a fair and equitable basis every 14 calendar days amongst all RNs within the area of consideration, starting with the least senior eligible RN.

F. The provisions of this article apply to details and temporary assignments of RNs assigned to the Uptown and Downtown Divisions of VA Medical Center in Augusta, GA. Details to off-campus sites will be negotiated on a case by case basis.

Section 3: Orientation and Training

RNs “pulled” or detailed to a unit/area will be provided unit/area-specific orientation and training upon assignment.

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

Section 1: Processing Disciplinary Actions and Major Adverse Actions

A. When a supervisor determines that it is necessary to issue a proposed disciplinary/adverse action to an employee, the supervisor will notify and discuss the reasons for and the level of the proposed action with the union before making a final determination. Discussion with the union will not unduly delay the disciplinary/adverse action process. This clause shall not be interpreted to afford the Union with information such as personally identifiable information that is protected from disclosure by the Privacy Act or other applicable law.

B. Failure to notify the union prior to issuance of the proposed disciplinary/adverse action will not be a basis for rescission of the proposed disciplinary/adverse action. However, if the supervisor fails to notify the union about the proposed disciplinary/adverse action, the union will have the right to grieve a violation of this article of the Contract.

C. In recognition of the employee's right to privacy, the supervisor will discuss the general nature of the information contained in the proposed disciplinary/adverse action with the union. After the proposed disciplinary/adverse action has been issued to the employee, the union may request specific details and/or documentation regarding the proposed disciplinary/adverse action if the employee has designated in writing that he/she is choosing UAN as his/her representative.

D. It is not a requirement to reach agreement as to whether or not the proposed disciplinary/adverse action is appropriate.

E. The evidence file will contain all materials used to support the charges and/or specifications of the proposed disciplinary/adverse action. If additional evidence becomes available to further support charges in the advance notice, but does not necessarily provide a basis to alter the charges or the proposed action, the employee will be afforded the opportunity to review and respond to the new evidence before a final decision is made. If an employee requests and is provided a copy of the evidence file, copies of any materials added to the evidence file must also be provided.

Section 2: Issuance of Proposed and Final Decisions of Disciplinary Actions and Major Adverse Actions

A. Except in unusual circumstances, a supervisor will give a RN approximately 24-hours notice to obtain union representation prior to conducting a meeting to issue a proposed or final decision of a disciplinary/adverse action. The RN may choose not to have a union representative present and be issued the action immediately.

B. Unavailability of a union representative will not unduly delay the issuance of a proposal or final decision.

C. The written decision will normally be issued at least 14 days prior to the effective date of the major adverse action.

Section 3: Investigations

A. Should Management exercise its rights in cases of patient abuse, as per VA Handbook 0700, RNs who are being investigated for an allegation of patient abuse will be given a non-patient care work assignment pending the results of the investigation. As determined by management, the RN may be assigned another tour of duty. The union will be notified ASAP.

1. Management will notify the RN of any changes in supervision and/or the person responsible for making work assignments.
2. Duties will be clearly defined and education/orientation will be provided as needed.

B. A written statement outlining the RN's rights will be given to and signed by the RN prior to any investigatory meeting. The statement will include:

1. The RN's right to representation by UAN,
2. The right of the RN to a copy of his/her personal statement or testimony, and
3. The right of the RN not to incriminate his/herself.

C. When the RN has requested union representation in an investigative proceeding, the union representative may fully and actively represent the RN and is not limited to the role of observer.

D. In accordance with Article 19 Section 2 of the Master Contract, an employee or his/her union representative, who has been designated in writing, may request a copy of all documentation, including but not limited to evidence, report findings, interviews, etc., developed in an investigation if it is personally identifiable to the RN.

ARTICLE 12: EDUCATION AND CAREER DEVELOPMENT

Section 1: General

A. After normal business hours access to the general and medical library will be obtained by a VA Police escort or by installation of an ID card reader or other device.

B. The RN will be allowed to check out materials from the library on off duty hours.

C. UAN will have a designated representative on the facility-level education committee.

Section 2: Education Programs

A. Whenever possible, mandatory or required training will be conducted during the RN's assigned tour of duty. If the training cannot be accomplished on the RN's assigned tour of duty, the supervisor will change the tour of duty in accordance with Article 36 of the Master Contract to ensure mandatory training requirements are met. All required or mandatory training will be accomplished on duty time.

B. Mandatory off-station training or required training by the VA will be fully funded by the VA.

C. Patient care permitting, supervisors will make every effort to grant the RN's request to change his/her tour of duty in order to attend training classes.

Section 3: Process for Obtaining Approval and/or Funding for Outside Training

A. As per Article 36 Section 2 A 1 of the Master Contract, the parties agree that RN schedules must be posted in final form not later than four (4) weeks prior to the first work date on the schedule and the granting of Authorized Absence (AA) for training/education is dependent upon patient care needs. Therefore, the RN is encouraged to submit a written notice of request to attend training to the supervisor as soon as possible so that scheduling arrangements can be made. This will give management the opportunity to adjust the staffing plan and timely process the request in order to schedule the RN's attendance at the training.

The following forms, as appropriate, should be submitted with the written request:

1. Tuition Request Form - SF 182 -106 (Request, Authorization, and Certification of Training Form)
2. Travel Funds Request – Request for Travel/Temporary Duty Form V7CTO
3. AA Request- AA Memo and SF 71 (Leave Request Form) Each full day of AA requires at least 6 contact hours.
4. Training Funds Request- Request for Training Funds Memorandum
5. Complete program agenda to include date of event, place/location, contact hours, and tuition costs

The above mentioned forms are located on the VA Home page under Service Lines then Education/Staff Development then Education forms.

B. The RN shall be notified of approval/disapproval of the training request within seven (7) calendar days of receipt.

C. A request that requires approval of the Education Committee will be submitted to the committee prior to the training in so as to allow for it's arrival at least seven (7) days prior to the Education Committee meeting. (Currently the Education Committee meets on the 4th Thursday of the month.) The RN will submit an AA and education-funding request with an agenda to his/her supervisor at least 30 days in advance of the

Education Committee meeting. If the RN is requesting travel funds, he/she is encouraged to submit the request 60 days in advance.

D. Upon the RN's return to duty from approved funded training, the RN will submit receipts and certification of attendance to the Education Coordinator.

E. RN's who are approved to attend a training event will share the information and or knowledge gained in the training with at least a minimum of two (2) coworkers.

Note: It can take from 2 weeks to a month for the approval process to be completed. Please submit your requests early enough to meet the approval time-lines.

Section 4: Orientation

A. Consistent with Management's rights under U.S.C. § 7107, Management will assign a RN preceptor to each new RN. The NM and the RN preceptor will coordinate the new RN's orientation process and ensure all facets of the competency and orientation checklists are completed. To ensure a consistent orientation, Management will endeavor to assign the new RN and the RN preceptor to work the same tour as much as possible. The RN may be assigned to work with other staff who have knowledge, skills and abilities consistent with the subject to be educated/taught.

B. The length of orientation for the RN will be based on the needs of the RN and an assessment by management of competence. There will be a unit based orientation, normally for a minimum of four (4) weeks or longer as needed as determined by management working with the RN and the preceptor. The education checklists will be completed before completion of orientation.

C. Consistent with the Master Contract Article 13 Section 3, RNs who are assigned to specialty areas, regardless of the length or temporary nature of the assignment will be sufficiently trained in that specialty to ensure they can safely provide care to the patient.

Section 5: In-services and Continuing Education

A. In-service education conducted by the medical center shall normally be available to all RN's. Education programs will normally be conducted during the duty hours of the RN's involved. The content and frequency of such programs will be determined by the Medical Center. A reasonable amount of on-duty time will be allowed for the preparation of in-service training programs.

B. The Medical Center will fully consider requests for AA, Leave Without Pay, and where appropriate, per diem expenses, travel, and fees for nurses to attend educational courses, lectures, seminars, courses of instruction, etc.

C. Patient care needs permitting, RNs will be granted a minimum of two (2) days of AA per year in order to participate in workshops, and attend educational programs relating to adult nursing.

Section 6: Career Development Program

If a local career development program is developed the facility will engage in local bargaining.

ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY

UAN may designate a representative to participate on the EEO-Diversity Advisory Committee. The designee will be on official time. However, attendance will be dependent on staffing and work load of the department from which he/she is assigned.

ARTICLE 14: HOLIDAYS

A. The major holidays are considered to be:

1. New Years Day - January 1st
2. Independence Day - July 4th
3. Thanksgiving Day - 4th Thursday in November
4. Christmas Day - December 25th

B. In accordance with Article 15 of the Local Contract, major holidays and the associated prime time period will be rotated on a fair and equitable basis, taking in to account the mission and requirements of the VA. The process for approval of annual leave during a prime time period is used to determine the scheduling for time off for major holidays. Granting of AL in accordance with prime-time leave applies to the week associated with these holidays.

C. The minor holidays are considered to be:

1. Martin Luther King Day - 3rd Monday in January
2. President's Day - 3rd Monday in February
3. Memorial Day - Last Monday in May
4. Labor Day - 1st Monday in September
5. Columbus Day - 2nd Monday in October
6. Veteran's Day - November 11th

D. Supervisors will strive to rotate minor holidays on a fair and equitable basis, taking in to account the mission and requirements of the VA. If there is a conflict regarding the approval of annual leave or holiday excused during a period associated with a Minor Holiday, the employee with the most seniority will be granted the leave and/or excused from duty on the holiday.

E. A RN's request for AL in conjunction with a holiday will take precedence over another RN's request for holiday excused only.

F. If a RN has been approved for AL during a period of time that includes a holiday, the RN will be granted holiday excused.

G. A RN may volunteer to work a holiday even if it is his/her turn to have the holiday off.

ARTICLE 15: LEAVE & ABSENCES

Section 1: General

A. Nothing in this contract is intended to restrict a supervisor from approving annual leave (AL) in excess of the projected established maximum number of RNs who may be granted AL at any given time, if patient care and work load will permit.

B. RNs may request leave in increments of one-quarter hour.

C. AL is provided to allow employees extended leave for rest and recreation and to provide periods of time off for personal and emergency purposes. With this in mind, the intent is to allow as many RNs as possible to take AL when it is most convenient for the RN, provided that patient care is not compromised and the mission of the unit/facility is upheld.

Section 2: Definitions

A. Prime time, including the weekends prior to and after, the following:

1. The week associated with New Year's Day;
2. The first full week in April, commonly referred to as Master's Week;
3. June 1 through August 31;
4. The week associated with Thanksgiving;
5. The week (Monday through Friday) prior to the week associated with Christmas Day; and
6. The week associated with Christmas Day.

B. When determining approval for AL purposes the length of time requested will not be a determining factor for granting approval of one request over another. The following is to be considered in the following order:

1. Prime-time leave will be rotated fairly among all RNs who request leave
2. RNs in a "Use or lose" status will have priority for non prime-time leave
3. Seniority – Seniority is defined as time in service at this VA as a RN (RN's will not be given priority for leave purposes during the remainder of the first leave year of service on the unit/station; after 1st year all time at this VA as RN will be counted)

Section 3: Annual Leave

A. As per Article 17 Section 2 B 6 of the Master Contract, AL, once approved, will only be cancelled in an unusual or emergency situation, for example but not limited to, disaster, epidemic, etc.

B. If the NM determines AL must be cancelled, he/she will ask for a volunteer to cancel their AL. If there are no volunteers, the NM will notify the least senior RN their leave is cancelled. The RN will be allowed to request another leave slot.

C. RNs are entitled to take 26 days or 208 hours of AL per year. RNs may take additional AL if they have it accrued and they can be spared from duty.

D. Since many RNs work weekends and/or compressed tours of duty, they may not routinely get the traditional weekend (Saturday and Sunday) off. Therefore, it is agreed that RNs who request AL for an entire workweek will be entitled to two (2) days off prior to the start of the week of AL and two (2) days off at the end of the week of AL. For example, RNs on compressed tours, such as four (4) ten (10) hour shifts, the RN is entitled to two (2) days off prior to the AL, four (4) days of AL, their normal off day, and two (2) additional days off for their weekend.

E. RNs will submit requests for AL utilizing the Approved AL Request Form that is to be used during the planning period (see appendix A) between September 1 and September 30 for the next leave year January 1 through December 31st or last pay period of the next leave year using the following guidelines:

1. The RN will submit leave requests in 1st, 2nd, 3rd choices for the three (3) sections of time on the AL Request Form.
 - a. 1st pay period in January through April 30 (or closest pay period)
 - b. May 1 – August 31 (or closest pay periods)
 - c. Sept 1(or closest pay period) - Last pay period in December or leave year

2. The form is to be submitted to the NM or designee only. The NM or designee will sign for receipt and date the form. The RN will get a copy of the signed form from the NM.
3. The RN must note a reason for request in each 1st priority slot of the three leave periods on the AL Request Form.
4. Patient care permitting, RNs will be granted at least one of the three 1st priority requests.
5. Patient care permitting, units having a predominantly large number of RNs (i.e. ICU), a general rule of 10% will be scheduled on leave at one time from the unit. Smaller units may usually have at least two (2) RNs who are on different tours on leave at a time.
6. Supervisors will notify the RN by no later than October 15th via a copy of the request form (see above) noting the AL requests that have been approved or disapproved. The RN will sign for receipt of the memorandum.
7. If management loses the request form so that the RN's leave is not considered during the request period(s), the NM will normally make arrangements to grant the 1st priority leave request patient care permitting.

F. The RNs may use a blank AL planning calendar to assist in working out differences with their peers during the request period. The AL planning calendar will not be a substitute for placing the AL request on the AL Request Form or in the ETA system.

G. Supervisors will approve or disapprove all timely submitted requests before considering requests that failed to meet the deadline.

H. RNs who have been previously approved for AL, but do not have enough leave available to cover their absence when the leave period arrives, will not be able to utilize AL. They may request Leave Without Pay (LWOP) which will be approved or disapproved based on workload and patient care needs.

I. Supervisors will post an approved AL calendar no later than October 15th. The supervisor will update the posted approved AL calendar as AL requests are approved and as RNs are no longer employed in the work area.

J. The AL calendar will contain the following information:

1. The maximum number of RNs who can be off duty on AL at any given time as determined by the supervisor based on projected patient care needs; There should be enough slots available for each RN to schedule 26 days of 208 hours a year if they choose to request it.
2. A list of each week, by date, in the leave year; and

3. The name(s) of the RN(s) who have been approved for AL annotated next to the corresponding week.

K. If a RN is notified on or before October 15th that any portion of his/her AL request(s) has been disapproved, he/she is encouraged to submit another request no later than the last day of October. These second planning period requests will be approved or disapproved by November 15th.

L. RNs will place all approved and disapproved requests from the 1st and 2nd planning periods in the ETA system by December 15. The manager will approve/disapprove all these requests by December 30. This period is not a reconsideration period. The approval/disapproval will be based on the previously returned memos.

M. RNs who will be in a “use or lose” status by the end of the leave year will submit a request for at least 26 days of AL during the planning periods.

N. Supervisors will notify RNs who have not scheduled AL and are in a use or lose status as of August 31st of the need to schedule leave to remain below the maximum carryover balance. It is understood that the RN will not have priority status for AL consideration after September 15th of the leave year.

O. All AL requests submitted after the leave planning periods identified above, will be approved or disapproved within five (5) days and/or prior to the leave request (whichever comes first.) by the NM or designee. If the requested time is within one week, the RN should verbally communicate the request to the NM or designee.

P. If a RN voluntarily transfers to another unit/department after the leave planning period the supervisor will honor previously approved AL requests if patient care will permit. In an effort to minimize conflict, the supervisor and RN are encouraged to address this issue upon transfer.

Q. Patient care permitting, if a RN is involuntarily transferred from one unit/department to another, their previously approved AL requests will be honored.

R. If a RN leaves the unit, his or her previously approved day(s)/week(s) of AL will be available for another RN to use. RNs who were previously disapproved this time period will be given first priority for this AL period. The supervisor will review and approve denied requests for that time period before approving any newly submitted requests for AL.

S. RNs who wish to exchange scheduled AL may do so, with management’s approval, if the AL in question is not in the prime time period and was not denied for another RN in the planning period. If so, then the RN wishing to “give-up” the week or day must first offer it to the RN who was denied the same period first.

Section 4: Sick Leave

A. In the event the RN is unable to contact the supervisor or designee to request sick leave (SL), a responsible person may be notified to report the absence. However, it is understood by the parties that it is the RN's responsibility to ensure notification and arrangements for leave have been made. The RN will be charged AWOL if the person or RN does not notify the appropriate authority in a timely manner and there is no reasonable explanation for the delay in notification.

B. A RN who expects to be absent more than one day will inform the supervisor or designee of the expected date of return. If the RN is unable to return to duty on the expected date, the supervisor or designee will be notified as soon as the employee is aware that he/she will be unable to report for duty.

C. In an effort to minimize required leave usage, supervisors should make an effort to accommodate employees who request, in advance, a change in work schedule to meet medical and dental appointments.

D. A RN may request to use AL in lieu of SL. Such requests will be granted if patient care permits. If patient care does not permit but the RN provides medical documentation indicating he/she was unable to work, a request for AL in lieu of SL may be granted.

Section 5: Entry of Leave into the Electronic Time and Attendance System (ETA)

A. All leave requests will be placed in the ETA system for approval. Exceptions will be where the RN has already filled out a paper SF 71, such as AA requests for Education committee, etc.

B. Leave requests submitted in the ETA outside of the planning period will be approved or disapproved within five (5) days and/or prior to the leave request (whichever comes first.).

Section 6: Excused Absence

Supervisors should excuse infrequent, brief periods of tardiness/absences without charge to leave, if such tardiness/absence was for a good cause. This is not intended to be used to excuse patterns of tardiness.

Section 7: Compensatory Time

A. RNs have 26 pay periods to use accumulated Compensatory Time (CT).

B. RNs may substitute CT in lieu of AL, SL or leave without pay without penalty or difficulty.

Section 8: Sick Leave Certification

As per VA Handbook 5011/6, Part III, Chapter 3, if a RN is on sick leave certification, for any leave requested in lieu of SL (AL, CT, LWOP) the RN must meet the medical certification requirements per the sick leave certification memorandum.

ARTICLE 16: NURSE QUALIFICATION STANDARDS, NURSE PROFESSIONAL STANDARDS BOARDS, AND PROFICIENCY REPORTING

Section 1: Nurse Professional Standards Boards

The union may submit names of RNs on an annual basis to the Associate Medical Center Director (AMCD) for Patient/Nursing Services for consideration of appointment to the Nurse Professional Standards Boards (NPSB).

Section 2: Proficiency Reports

A. The union will submit a request for training on preparing for and writing proficiency content related to the Nurse Qualification Standards, proficiency rating system, and/or promotion processes to the Labor Relations Specialist, Human Resources Management Department. Management agrees it will provide this training upon the union's request on no less than an annual basis.

B. In addition to Article 18 Section 3 E of the Master Contract, and normally within 14 calendar days after the end of each fiscal quarter, the union will be provided a list of all proficiencies that are delinquent at the time the report is generated and those that were delinquent during the previous quarter.

C. The manager will discuss with the RN his/her approved proficiency rating report. Such discussion will include the strengths and weaknesses documented in the report and such approved rating will not thereafter be changed, except upon the basis of a review of an unsatisfactory rating, initiated by the nurse involved and processed in accordance with the VHA directive regarding proficiencies.

D. As per Article 18 Section 3 D of the Master Contract, each RN will be given his/her completed, approved proficiency report on or before his anniversary date as per VA Handbook 5005, unless for reasons of illness, leave, etc. the nurse is not in a duty status. In such cases, the proficiency will be given to him/her within five (5) days of this return to duty.

E. As per VA Handbook 5005, RNs are to be counseled at least 90 days prior to their anniversary date.

Section 3: Promotion Consideration

A. As per Article 18 Section 4 A of the Master Contract and VA Handbook 5005, after the Director has signed the promotion consideration board action, a copy will be given to the NM. The NM will meet and explain the results of the board action with the RN.

B. As per Article 18 Section 4 B of the Master Contract and VA Handbook 5005, if the RN did not meet the criteria and standards necessary for promotion, the NM will communicate the specific standards and criteria that were not met. The NM should also explain the appeal procedures for promotion reconsideration.

ARTICLE 17: ORGANIZATIONAL PERFORMANCE IMPROVEMENT

A. UAN may designate a representative to participate on the facility level performance improvement committee currently named Health Systems Council.

B. UAN will be notified and may designate a representative to participate on the Nursing Service level performance improvement committee. UAN will be represented on any sub-committees/task forces that pertains to issues that impact nursing as appropriate. If there is a conflict for attendance and if patient care permits, the union representative will be released to attend rather than other staff RNs from the same work area.

C. UAN will be notified and may designate a representative to attend those sub-committees or taskforces that constitute formal discussions with bargaining unit employees concerning matters affecting personnel policies, practices, or working conditions.

D. RNs and UAN representatives assigned to committees, sub-committees or taskforces will communicate the assignment with the NM. The meeting will be reflected on the unit work schedule. For scheduled, unscheduled, or unplanned meetings, the RN will be released if workload and patient care permits.

E. The union may request and will receive copies of minutes of performance improvement committees and reports presented for those committees in which they are entitled to participate.

F. As the facility develops applications for awards and/or designations, such as Magnet status, the union will be included in all facets of the process. In the instance of Magnet status, the UAN will be involved in the development and application process.

ARTICLE 18: OUTSOURCING

Section 1: Union Involvement

The union will be pre-decisionally involved prior to management making the determination to outsource work that is performed by bargaining unit RNs. In addition to the requirements specified in Article 21 of the Master Contract, management will meet with the union and will afford them the opportunity to provide input regarding the outsourcing of RN work. This involvement is not intended to hinder the statutory rights of either party.

Section 2: Placement

In addition to those rights delineated in Article 21 Section 4 of the Master Contract:

A. RNs who are displaced as a result of outsourcing will receive appropriate training/orientation to the new unit to which they are assigned.

B. In the event the decision is made to discontinue the contract for work that was previously performed by bargaining unit RNs, the RNs who were originally displaced will be given 1st priority by seniority to return to the unit/work area, unless precluded by patient care needs/nursing skills.

ARTICLE 19: OVERTIME & COMPENSATORY TIME

Section 1: Compensatory Time

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 U.S.C. 7453(e). The following summary (A-D) of pertinent provisions is offered for informational purposes only.

A. RNs will not receive preferential treatment if they volunteer to work for compensatory time (CT) rather than choose to work for overtime (OT).

B. RNs who volunteer to work OT/CT will not receive preferential treatment over those RNs who do not volunteer for OT/CT.

C. A request to earn CT in lieu of OT must be made in writing to the supervisor. RNs are encouraged to include the date(s) and time(s) for which they would like to use the CT in the same written request in an effort to reduce the risk of a RN losing earned CT.

D. Requests to use CT will be placed in the Electronic Time and Attendance (ETA) system. The supervisor will approve or disapprove the request in the ETA system.

E. Management is encouraged to promptly approve or disapprove the RN's request to use CT. If the supervisor disapproves the request, he/she will provide alternate date(s) and time(s) for the RN to consider using the CT. The supervisor cannot select the date(s) and time(s) that the RN will use the CT but merely offer other periods for which the RN can be spared from duty prior to the expiration of the CT. It is understood the supervisor may not be able to approve the RN's request to use CT if it is requested after the posting of the work schedule.

F. When the supervisor is unable to approve CT that was requested via the ETA prior to the date the CT expires, OT will be paid.

Section 2: Voluntary Overtime

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

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

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

D. Consistent with U.S.C. § 7422, if there are no volunteers from the unit's roster, the overtime opportunity will be offered to other facility qualified RNs prior to using mandatory overtime.

Section 3: Mandatory Overtime

A. The parties agree mandatory overtime should be the last resort for unit coverage. It is understood there are occasions in which it is required in order to assure safe patient care. RNs are encouraged to have a backup plan in place to cover this eventuality.

B. A mandatory OT roster will be maintained on each unit. The unit roster will initially be set up by service computation date (SCD) beginning with the least senior RN. The names of new RNs assigned to the unit will be added to the top of the roster. As RNs work mandatory OT, the date will be entered on the roster.

C. Consistent with U.S.C. § 7422, mandatory OT will be assigned using the unit's mandatory OT roster. When there is a need for mandatory OT, the staff on duty for the unit of need will be assigned by roster. The RN(s) whose last date of mandatory OT work is most distant from the current date will be selected to work.

D. If no on-duty RNs are available to be mandated, then the roster will be used to contact off-duty unit staff before mandating from other units.

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

F. The parties agree that mandatory overtime is a complicated issue. RNs may have legitimate reasons in which they may be unable to work OT, such as illness, extreme fatigue, unique dependent care issues, etc. However, consistent with U.S.C. § 7422, if a RN is mandated to work and gives a legitimate reason for being unable to do so, then they will be chosen to work the next period of mandatory OT that occurs when they are on duty. This is true even if the previously established selection process would not require them to work the OT. The union and management will work together to resolve issues of possible abuse.

ARTICLE 20: PROFESSIONAL COMPETENCE, ACADEMIC EDUCATION & PROFESSIONAL DEVELOPMENT

Section 1: Professional Development

A. RNs interested in furthering their professional development should consult with the Human Resources Management Department, the Education Department, Nursing Management and/or the Augusta VA Medical Center Website for information regarding available educational programs and opportunities.

B. A facility-wide survey of RNs will be conducted every two years for input regarding subjects and topics for educational activities. Results of the survey will be promptly shared with the union.

Section 2: Professional Competence

A. Management will publish current facility-wide and unit based competencies on the Augusta VA Medical Center web-site to ensure access by staff. A hard copy will be furnished to the union at the time the final copy is published. The union will also be notified at the time competencies are published on the Augusta VAMC website.

B. When competencies are changed or revised, they shall be posted on the Augusta VAMC website to which the union will have access. The union will be added to the distribution list and will be notified at the time revisions are published.

C. Nursing procedures and standard operating procedures will be posted on the Augusta VAMC Web site to which the union will have access. The union will be added to the distribution list when changes are published.

D. The Nursing Procedure/book manual (currently Lippincott) will be kept current and posted on the Augusta VAMC Web site to which the union will have access. The union will be notified at the time the agency becomes aware of revisions. The agency will assure a book copy (if available) is available in the Library for reference and provide a copy of same to the union.

Section 3: Professional Competence for Details and Floats

A. Consistent with Article 13 Section 3 of the Master Contract, when nurses are floated or detailed to a nursing unit they do not normally work, they will not be assigned to care for patients who require skills from the competency list for that unit unless they have been checked off as competent.

B. Every effort will be made to provide competency training and check-off for all RN's as soon as practicable, who are floated or detailed to another unit for more than one tour of duty. Consistent with Article 13 Section 3 of the Master Contract, RNs will not be assigned to care for patients who require care the RN is not competent to provide.

C. Each nursing unit, with input from management and staff, will develop an orientation check list for pulled nursing staff. This check list will be completed each time a RN is pulled (floated) to a unit, regardless of the amount of time between "pulls."

D. Blank and completed orientation checklists will be maintained in a designated folder or notebook. After three (3) months, completed checklists will be removed from the folder/notebook. The checklists will then be maintained in the NM's office for a period of three (3) years.

ARTICLE 21: RECOGNITION & AWARDS

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

B. Awards will be processed in a timely and expeditious manner after they have been approved by the appropriate management official(s).

C. UAN will be authorized to have one representative on any medical center-wide or Nursing Service-wide award committee that includes the recognition of RNs. However, participation on any such committee will not be construed to mean that management is giving up its rights as outlined in Article 24, Section 2C of the Master Contract.

D. Special Advancements for Achievement (SAA), Special Advancements for Performance (SAP), Exemplary Job Performance (EJP) awards should be submitted to the Nurse Professional Standards Board (NPSB) in accordance with VA Handbook 5017.

ARTICLE 22: RESEARCH

A. RNs interested in obtaining information on available VA grants and research programs should contact the Research Nurse, the Research Department and/or a member of the Research Committee.

B. Prior to conducting research surveys of bargaining unit RNs regarding conditions of employment, notice will be given to the union in accordance with Article 39 of the Master Contract and Union Rights and Representation Article of the Local Contract. Conditions of employment are generally defined as personnel policies and practices and working conditions.

C. Management may request the union provide input regarding the contents of a research survey or questionnaire in order to ensure the principles in Article 39, Section 7 of the Master Contract are adhered to by the agency prior to distribution to bargaining unit RNs.

ARTICLE 23: RESTRUCTURING, CONSOLIDATING, INTEGRATING OR CLOSING VA FACILITIES OR UNITS

Section 1: Abolishment of Position (No facility loss of RNs)

A. Consistent with U.S.C. § 7422, RN's who have been displaced as a result of the abolishment of a position will be offered positions for which they qualify by seniority.

B. Consistent with U.S.C. § 7422, RNs who are displaced will receive appropriate training/orientation to the new unit/area to which they are assigned.

C. In the event the decision is made to re-establish an abolished position, the RN(s) who were originally displaced will be given 1st priority to return to the unit/work area by seniority.

Section 2: Unit/Department Level Actions (No loss of RNs)

A. The VA will involve the union in pre-decisional discussion at the earliest possible time when changes are under consideration that will or might affect, what, where, when and how RNs accomplish their tasks. The union and management will make every effort to bring forth issues at the earliest possible time during pre-decisional discussions in order to minimize the time spent in, or the need for formal negotiations.

B. When units are moved to another area, a new unit established, and/or there is a change in the mission, staffing or a change in working conditions, management will develop a written plan and submit it to the union for bargaining impact and implementation to the extent allowed by law. The plan should include the new mission and projected staffing plan, education plan for new mission requirements, management's expected impact on staff, etc. to facilitate prompt resolution of issues.

Section 3: Closing of a Unit/Department (no overall VA loss of RN's)

A. RNs who are displaced as a result of a unit/department closure will receive appropriate training/orientation to the new unit to which they are assigned.

B. RN's who have been displaced will be offered positions for which they qualify by seniority, in the following preference order: veterans with a disability, veterans, non-veterans.

C. In the event the decision is made to re-establish the unit/department that was previously closed, the RNs who were originally displaced will be given 1st priority to return to the unit/work area by seniority, in the following preference order: veterans with a disability, veterans, non-veterans.

ARTICLE 24: SAFETY, HEALTH, & ENVIORNMENT

Section 1: Work Environment

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

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

C. In the course of the union fulfilling its representational functions on the units and throughout the facilities, the union may encounter potential or actual unhealthy or unsafe working conditions. The union has the right and responsibility to report these conditions to the appropriate management official or authority and request an inspection.

D. The union has the right to respond to an employee complaint of potential and/or actual unsafe or unhealthy working conditions and assist the employee or initiate a report on the employee's behalf to the appropriate management official or authority.

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

E. The agency will conduct routine health and safety inspections at rented or leased facilities at which VA healthcare operations are located. Management will work with the owner of these facilities to ensure that the unsafe or unhealthy working condition(s) are corrected in a timely manner.

Section 2: Violence in the Workplace

The Medical Center will provide education at least annually on the facility's violence prevention policy and ways to prevent, reduce, and avoid incidents of workplace violence.

Section 3: UAN Involvement

The UAN will be represented on safety-related committees, sub-committees, councils/boards, etc., whose decisions affect or impact on the health and safety, or work environment of represented RN's.

These safety related committees include but are not limited to, Environment of Care (EOC), Environmental Rounds, Nurse Safety Committee, Annual Workplace Evaluation, Infection Control Committee, Accident Review Committee, Disaster Committee, etc.

ARTICLE 25: SENIORITY

Section 1: Definitions

A. Unless otherwise defined below, the general seniority definition will be defined as entrance on duty date (EOD) as a RN for/at this VAMC facility.

B. Only periods of service for/at this facility as a RN will be used to compute and establish seniority.

C. Seniority for holiday rotation and leave: If the RN voluntarily moves to a new unit there is no seniority for the remainder of the first leave year of service, after which total RN service for/at this facility will apply.

D. Seniority Pull Roster, Details, Floats and Temporary Assignments: For the purpose of the pull roster, seniority is defined as the length of time a RN has worked on the unit to which he/she is currently assigned. If a RN was involuntarily reassigned to the current unit, seniority ranking will include the period of time in which he/she worked on the previous unit in addition to the length of time he/she has worked on the current unit.

E. Current VA regulations will govern the determination for seniority for reduction in force (RIF) procedures.

ARTICLE 26: SPECIAL PHYSICAL EXAMINATION

A. Any notice written or verbal of the requirement for a RN to undergo a special physical exam should include notification to the RN of the right to UAN Representation.

B. In the event management has determined a RN must be reassigned pending the outcome of the special physical exam, the union will be notified.

ARTICLE 27: STAFFING

A. The UAN will be given copies of the current staffing methodology in place. This information will include the name of each unit, the care delivery model utilized on each unit, and the projected staffing needed to safely provide care by tour, including any changes needed for the week-end patterns.

B. When changes to the staffing patterns and/or methodology are proposed, the local UAN President will be notified in writing. Keeping in mind pre-decisional involvement principles, a copy of the proposed changes will be provided and input from the UAN will be solicited as early as possible.

ARTICLE 28: SURVEILLANCE AND MONITORING

A. The union will be notified in advance of any new or changed monitoring or surveillance programs and be given the opportunity to fully exercise its rights to bargain.

B. It is understood that data collected from current or future patient call systems or patient bed monitoring systems has a main purpose of improving patient care and

identifying systems issues and that data from these systems is not intended to be utilized as the sole basis for proposing disciplinary/adverse actions.

C. Monitoring and/or searches of the RN's office, workplace, and lockers may be permitted only on the basis of reasonable suspicion based on specific, objective evidence and reasonable inferences drawn from this evidence of work related misconduct or criminal activity.

D. A RN who is the subject of a search for misconduct-related reasons will be afforded his/her Weingarten rights, the right to union representation and if possible the search will be performed in the employee's presence. The union will be notified of the intention to conduct a search and if possible be provided opportunity to be present if available. If the RN requests union representation and no urgency exists the search will be postponed until a union representative can be present.

E. RNs will not suffer loss of pay or leave or be disciplined for not reporting to work on time due to delay attributed to security inspections.

F. Monitoring and/or searches of the union's office, workplace, lockers, etc. may be permitted only on the basis of reasonable suspicion based on specific, objective evidence and reasonable inferences drawn from this evidence of criminal activity. If the union's office, workplace, lockers, etc., is subject to a criminal search, a union official will be present if at all possible.

G. In an effort to protect the right of the RN to meet with the union representative in private, the entrances or exits to the union office will not be monitored, except for suspected reasons of criminal activity or internal security needs.

H. If management authorizes any person access to the union office for any reason, including a management official, the Union President will be notified in writing of the reason for the access immediately or as soon as practical thereafter. If a union official is on station and available, he/she will be contacted and arrangements made to accompany the person authorized to access the union office. If a union official is not available, a responsible management official or an officer from the Police Department will escort the authorized person into the union office and standby until the reason for the access is completed.

I. No provision of this article precludes the routine security monitoring by the Police Department of hallways, corridors, and entrances in and to the Medical Center.

ARTICLE 29: CALL CENTER

A. The primary purpose of monitoring Call Center conversations is to insure complete and accurate information is courteously provided to the customer, to retrieve performance data, and to determine training requirements.

B. It is understood, data collected from the Call Center system is not intended to be used as the sole source for evaluating performance or proposing discipline.

C. VA Medical Center employees are not required to clock in and out. As such, the monitoring system used by the Call Center will not be used as an alternate method to require RNs to clock in or out.

D. Consistent with U.S.C. § 7422, immediate feedback will be provided to the RN when the data is used to evaluate performance.

ARTICLE 30: TELEWORK

Should a program for telework for RNs be established the parties will engage in local bargaining as appropriate.

ARTICLE 31: UNIFORMS, APPEARANCE & PROFESSIONAL IDENTIFICATION

A. RNs working in non-uniform areas (units) will be provided a suitable uniform or appropriate clothing when assigned temporary duty in uniformed areas.

B. If there is a question as to whether or not a RN is not adhering to the current dress code policy, there will be an evaluation by a management official and a union representative to make a joint determination.

C. If it is determined that a RN is in violation of the dress code, a temporary suitable uniform may be loaned to the RN instead of sending him/ her home to change clothes, if the RN does not receive a uniform allowance. If the RN receives a uniform allowance, the RN may be sent home to change into clothing that is appropriate for his/her work environment.

D. A RN will be loaned a uniform when his/her uniform is soiled in the tour of duty. This loan will be obtained by the supervisor and should be returned within three (3) working days.

E. Due to the various types of work environments RNs work in at the medical center, it is noted that the traditional nurse uniform and footwear is not required in all areas, i.e. psychiatry, home health, etc. However, while in a duty status, it is the RN's

responsibility to present a clean, well kept, professional appearance and comply with the medical center dress code policy at all times.

F. Any changes to the uniform and appearance policy will be negotiated with the union prior to implementation.

G. RNs may wear local and nationally developed union buttons, pins, insignia, etc. addressing nursing issues and concerns of the union on their uniforms. The message cannot be libelous or defamatory towards the VA or VA officials. Consideration of patient receptivity will be considered when developing messages and adherence to the Hatch Act will be honored.

H. The union will provide management a preview copy of the button/item, whenever practicable, at least 3 days in advance prior to distributing the button/item to the staff. The preview is not intended to seek permission, only to provide notification of the planned event.

I. The UAN scrub top or nurse uniform top is an appropriate form of uniform except for those areas that require laundering by the facility for infection control purposes such as in the operating room (OR).

ARTICLE 32: VACANCY ANNOUNCEMENTS

A. As per Article 34 Section 1 A of the Master Contract, all vacancy announcements for which RNs are eligible to apply will be sent to the RNs electronically.

B. As per Article 34 Section 1 B of the Master Contract, the RN may apply for positions by submitting a memo directly to HRM which includes reference to the vacancy number.

C. As per Article 34 Section 3 D of the Master Contract, Management will consider internal candidates for vacancies prior to filling the position from an outside source.

D. All applicants will be notified in writing of selection or non-selection at the same time.

E. In addition to Article 32 Section 3 E of the Master Contract, once selected, every effort will be made to reassign the RN into the new position within 60 days. If the RN cannot be moved after 60 days, management will provide a firm move date with the expectation the move will occur in the next 30 days, patient care permitting. The intent is to move the RN to the new position ASAP.

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

G. The union will receive reports of transfers, gains, losses and name changes as the report is generated.

H. The union will receive bi-weekly new employee orientation list reports.

ARTICLE 33: WORK ASSIGNMENTS AND OBJECTION TO WORK ASSIGNMENTS

A. The VA and UAN recognize that the Assignment Despite Objection (ADO) process is a valuable tool that can be used to identify unsafe situations for patients and employees. Completion of the ADO form will not be considered by either party as punitive but as a tool to improve working conditions and patient care.

B. Should a RN encounter a situation, based on his/her professional judgment, where a work assignment would place a patient, the RN, or another staff member in an unsafe situation, the RN shall complete an ADO form prior to accepting the assignment or as soon as the RN identifies the unsafe situation.

C. To that end, ADO forms will be made available to RN's via a link on the front page of the VA Augusta Home page web site, Quick links, Forms and Templates section.

D. RNs will forward copies of completed forms to the NM on duty, or Nursing Coordinator on duty, and UAN. The form may be faxed to the union office.

E. The Nursing Coordinator will forward a copy of the ADO form to the NM.

ARTICLE 34: WORK SCHEDULES

Section 1: Tour Rotation

A. Consistent with U.S.C. § 7422 and patient care needs permitting, RNs assigned to any unit may request and be granted evening tour, night tour, or week-end tours of duty as an indefinite assignment. Once such request is granted, the permanent tour assignment will only be changed for emergency patient care needs. Should the union believe that a reassignment took place for other than emergency patient care needs, the union may address this via the grievance procedure.

B. RNs who are moved from a permanent tour of duty will be given first opportunity to return to the tour when the position becomes available.

C. Consistent with U.S.C. § 7422, when compressed tours, preferred day tours or any other preferred tour of duty become available, the RNs competing for the tour who possess essentially the same nursing skills will be selected for the position based on Seniority.

D. Consistent with U.S.C. § 7422 and management's rights, eight (8) hour tour RNs will be scheduled two (2) non-duty tours off before being required to report for duty for the next scheduled tour of duty. Exceptions may be made at the written request of the RN.

E. Consistent with U.S.C. § 7422 and management's rights, when rotating tours, the RN will be scheduled off at least one (1) day between the scheduled changed tours of duty. Exceptions may be made at the written request of the RN.

F. Off tour rotation will be scheduled in a fair and equitable manner.

G. RNs who work on a unit with tour rotation will be allowed to elect two tours for preferred rotation, i.e. Day/Night, Day/Evening, Evening/Night, etc. If it becomes necessary for a RN who has chosen his/her preferred tour to work another tour, due to patient care reasons, volunteers should be solicited first. If there are no volunteers, all appropriate tour RNs with comparable skills will be rotated to the additional tour in a fair and equitable manner starting with the least senior RN. The union will be notified if this occurs.

H. If it becomes necessary to make any changes to the posted work schedule the union will be notified.

I. Changes to the posted work schedule will be brought to the attention of the effected RN(s) or as soon as possible thereafter.

J. To the extent possible, UAN officers occupying the office of President, Vice President, and Secretary/Treasurer will be granted a day shift assignment if requested.

Section 2: Alternative Work Schedules (AWS)

A. It is recognized that alternative work schedules have the potential to have a positive impact on the morale and retention of RNs. In the event that the Augusta VAMC considers implementing any new alternate work schedules such as the 36/40 plan (36 hours worked for 40 hours for full time status and pay) the union will be pre-decisionally involved.

B. Should a committee or work group be established to pursue or review AWS options, the union will be offered an opportunity to be on the committee and or work group.

C. Nothing in this provision is intended to waive the Union's right to demand to bargain, or to satisfy the Agency's obligation to bargain upon demand, over any change(s) in working conditions.

Section 3: Overtime

A. Patient care needs permitting, when voluntary overtime is necessary on the RNs regular work unit, the RN may elect to flex the next tour they are scheduled to work so as to allow at least 11 hours off between tours. The proper arrangements and approval for the next tour starting time or leave will be obtained by working with the supervisor on duty.

B. Patient care needs permitting, when mandatory overtime is necessary the RN may elect to flex the next tour they are scheduled to work so as to allow at least 11 hours off between tours. The proper arrangements and approval for the next tour starting time or leave will be obtained by working with the supervisor on duty.

C. Patient care needs permitting; RNs who are on call and called back to duty are entitled to at least 11 hours of non-duty time before returning back to work. The RN may elect to flex the next tour they are scheduled to work so as to allow at least 11 hours off between tours. The proper arrangements and approval for the next tour starting time or leave will be obtained by working with the supervisor on duty.

Section 4: Errors in Timekeeping

A. In the event of an error in timekeeping, the RN will contact the timekeeper who, where appropriate, will initiate corrective action and coordinate any changes/corrections with the NM.

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

C. If the amount of the error exceeds 4-hours, the VA will issue a manual check for the employee ASAP.

D. Whenever a VA error results in the failure of a RN to receive full salary payment on time, the VA will take immediate action to promptly pay the RN. An emergency payment will be issued not later than the Friday following the payday on which the salary payment was not received by the RN. This would not apply to nominal errors, i.e. 4 hours or less of overtime.

ARTICLE 35: WORKERS COMPENSATION

A. Appropriate VA officials will assist the RN in obtaining the necessary forms, including those for electing outside physician care. The Basic Guidelines pamphlet and a Fact sheet will be provided to all injured RNs by Employee Health and/or the supervisor.

B. The VA will provide interactive training to RNs regarding entitlement to benefits under the Federal Employee Compensation Act (FECA) at least two (2) times per year. If possible, arrangements will be made with the Department of Labor (DOL) to provide at least one of these training sessions.

C. Unless temporary circumstances prevent, such as vacancy, illness, etc. management will provide a trained representative in FECA to RNs requiring assistance concerning claims and the claims process.

D. Management is responsible to initiate appropriate forms i.e. 2162 - Accident Report, CA1 - Notice of Traumatic Injury, CA2 – Notice of Occupational Disease or Illness, electronic or otherwise, required to process claims usually within 24 hours of report of the injury.

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

ARTICLE 36: UNION RIGHTS AND REPRESENTATION

Section 1: Information

A. Information requested for grievance/representational needs shall be in accordance with 5 U.S.C. § 7114 (b)(4) and shall be provided to the union in a reasonable time frame, normally within 30 days.

B. If management believes a union information request is not appropriate or there is a technical issue, management will promptly communicate it's issues with the request to the union. If the need arises, the parties shall meet to discuss and attempt to resolve the issues.

Section 2: Union Bulletin Boards/Postings

If the material posted is deemed by management to be libelous or defamatory, the appropriate management official will so inform the union, explaining the basis for the objection. This will not preclude either party from exercising their rights under the appropriate regulations/statutes.

Section 3: RN Orientation

A. The UAN will be afforded the opportunity to make a one hour presentation during nursing orientation in private with all new RNs and Graduate Nurse Technicians. It is understood that internal union business will not be discussed while on paid duty time.

B. The orientation shall be scheduled at an appropriate time to allow maximum participation. If a RN misses the scheduled UAN orientation he/she will be rescheduled for the next regularly scheduled session.

ARTICLE 37: MEDICAL CENTER COMMITTEES

A. Subject to the restrictions of U.S.C. § 7106 (a) (1), the Union will be represented on the following Medical Center committees and their successors: Executive Leadership Board, Space/Equipment Committees, Performance Improvement Board, Finance and Budget Committee, Environment of Care and its' subcommittees.

B. Subject to the restrictions of U.S.C. § 7106 (a) (1), the Union will be represented on the following Nursing Service committees and their successors: Nurse/Pharmacy and Nurse/SPD.

C. Should a committee be formed that impacts directly on nursing care delivery the union may request representation which will not be unreasonably denied.

D. The Union will strive to attend those committees mentioned above on official time. However, union representatives not on official time will be considered to be on official time. This is not intended to routinely increase the representative's duty time away from the work unit.

E. The Union will be given the opportunity to be represented at formal discussions, including those held with other employee organizations, affecting personnel policies, practices, or working conditions of RNs.

F. It is understood that this article does not extend to matters involving professional conduct or competence, peer review, or the establishment, determination, or adjustment of employee compensation.

ARTICLE 38: NURSE PAY SURVEY

A. VA policy sets the procedures by which team members are appointed by the facility Director to conduct a Nurse Locality Pay Survey.

B. Should the Director appoint a team to conduct a Nurse Locality Pay Survey, the Union will be notified and may recommend names for inclusion as team members. The Union's recommendations will not be unreasonably rejected.

C. The Union may recommend certain establishments within the geographic survey area to be contacted for VA conducted surveys.

D. Data Collection Surveys will be conducted as per VA regulations. However, the Union shall have the right, if it believes circumstances in the geographical area warrant, to submit a request to the Director to have a locality pay survey conducted.

ARTICLE 39: DUES DEDUCTION

Section 1: Eligibility

Registered Nurses who are placed in training assignments, except training for management positions, of 90 days or less shall remain as members of the unit and eligible for dues deduction.

Section 2: Union Responsibilities for Dues Deduction

A. UAN agrees to promptly send certified form(s) for dues deduction to the Labor Relations office via facsimile or other secure appropriate manner.

B. The local President of VAMC UAN unit or designee will notify management of dues deduction changes or issues regarding dues deduction.

Section 3: Management Responsibilities for Dues Deduction

The Labor Relations (LR) section will process the dues deduction form and forward it promptly to Payroll so as to allow completion of the entire coding process within 2 weeks from date of receipt in LR.

ARTICLE 40: UAN COMMITTEE ON POLITICAL EDUCATION (COPE) FUND

Section 1: UAN Committee on Political Education (COPE) Fund

A. RN's may elect to make voluntary contributions to the UAN Committee on Political Education (COPE) fund. An additional amount will be deducted for those authorizing contributions.

B. UAN agrees to inform the Agency, in writing, of COPE amounts and any further change in contributions.

Section 2: Hatch Act

The Union acknowledges the requirements of the Hatch Act and the prohibition it places on federal RNs regarding political activities. However, management acknowledges the

freedoms and rights of RNs and the Union as extended to participation in presenting their views to officials in the Executive Branch, the Congress, or other appropriate authority as well as participating in the political system.

ARTICLE 41: FACILITIES AND SERVICES FOR UNION USE

Section 1: Space & Office Equipment

A. Management recognizes the value of a constructive labor management relationship and the need for the local union to have use of office space. Current office space, equipment, and supplies shall be maintained.

B. Management agrees to provide the following (subject to VA Information and Information Technology security policies):

1. One (1) ergonomic office chair at each office and desk (total 3)
2. One (1) heavy duty Fax machine at each division, with separate fax telephone line (total 2)
3. One (1) up-to-date computer with VA network access including VA Intranet and Internet at each desk with color printer (total 3 sets)
4. One (1) literature rack at each division (total 2)
5. One (1) beeper for each officer, if requested
6. One (1) Lap top or portable computer available for check out, if requested

Section 2: Services

A. Current services shall be maintained. Management agrees to provide the following services:

1. 1 parking space at each division.
2. Conference room space, subject to availability, for union matters, issues and/or concerns (subject to rules and regulations regarding internal union business).
3. Mail groups for Outlook and Vista (or other type media) as the union finds necessary. The union will populate and maintain the mail groups.
4. Space for 2 news stands at each division for distribution of literature to staff. The parties will mutually determine the location.

B. The Union will be provided at least one locked bulletin board at each division and space on bulletin board(s) on each unit.

C. When traveling to another location for representational responsibilities the Union may request use of the motor pool vehicles on a space available basis. When a Union

representative uses a privately owned vehicle, travel reimbursement will be pursuant to travel regulations, within budgetary constraints.

ARTICLE 42: MID-TERM BARGAINING

A. Memorandums of understanding will be available electronically on the local facility website.

B. Normally the UAN will request a briefing within fourteen (14) days after notice of proposed changes in working conditions.

C. Once notification in changes of working conditions has been made and the UAN has requested a briefing on the subject, the VA will then have fourteen (14) 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 meeting date shall be extended by mutual agreement.

D. As soon as UAN's bargaining request and written proposals are submitted (normally within 30 days), the parties will begin negotiations within 30 calendar days thereafter.

E. The number of negotiators will be determined by mutual agreement based on the complexities and/or number of issues to be negotiated. These members will be allowed official time to complete the bargaining process if otherwise in a duty status. This does not preclude the attendance of experts by mutual consent of the parties.

F. Each party may have up to five (5) observers. These observers may be allowed official time if they can be spared from duty, if otherwise in a duty status.

G. Ground rules will be negotiated at the beginning of negotiation sessions.

ARTICLE 43: OFFICIAL TIME

Section 1: UAN National VA Council (NVAC) National Officials

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

Section 2: Local UAN Officials

- A. The local UAN bargaining unit is entitled to 1.0 FTE official time.
- B. The supervisor will post pre-scheduled official time and committee meetings on the work schedule including, if applicable, a reasonable period of time not to exceed thirty (30) minutes each way for travel between divisions.
- C. Consistent with U.S.C. § 7422, management will not routinely change the posted pre-scheduled official time. If the official time on the posted schedule must be changed due to unforeseeable patient care needs, the supervisor will explore alternate methods for addressing the patient care issues. However, if no acceptable alternatives are available, the union official and supervisor will reschedule the official time to a mutually agreed upon date within the same pay period.
- D. When the union official has requested and been approved to take leave, prior to the posting of the work schedule, the union official and supervisor will mutually plan the scheduling of official time. The union official is entitled to use his/her total allotted official time during the pay period or may designate his/her official time for use by an alternate. For example:
1. If an official is usually scheduled to use four (4) hours of official time week one (1) of the pay period and is scheduled to be on AL week two (2) of the pay period, he/she will be authorized to use eight (8) hours of official time in week one (1) of the pay period.
 2. If an official is scheduled to use leave for week one (1) and week two (2) of the pay period he/she will lose his/her allotted official for the time period. However, the official may designate his/her allotted official time to another union official. This designation must be coordinated in advance with the other union official(s) and supervisor(s) prior to the posting of the work schedule(s).
- E. The union official may request to designate official time to another union official after the schedule has been posted. These requests will not be arbitrarily denied.
- F. Pre-scheduled official time will not automatically be rescheduled for unplanned absences by the union official. However, if representational duties arise the official may request to use official time in accordance with Article 48 Section 4 of the Master Contract. These requests will not be arbitrarily denied.

Section 3: Official Time Usage

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

B. Once official time is authorized; Union representatives will be permitted to leave the worksite to discharge their functions as described in the Master and Local Contracts in accordance with 5 U.S.C. § 7131. The specific purpose for leaving the work site need not be disclosed however, the general purpose shall be disclosed if requested by the supervisor.

C. A union official may meet with a RN to discuss representational issues in a close by non-work area where privacy is assured.

D. The RN is entitled to meet with UAN representatives and/or officials on his/her break or designated meal period. If a union official wants to discuss an issue or meet with an employee outside of his/her break or meal period, the union official will notify the Supervisor or Charge Nurse upon entering the work site or location of the identity of the person(s) the representative wishes to see. The Charge Nurse will attempt to immediately notify the NM (day shift) or Patient Care Coordinator (week-end, evening and night tour) of the union's request. Permission will not be unreasonably denied and will be granted unless work requirements preclude immediate granting of the request. It is intended that the coordination of the meeting between the union and the employee will minimize work interruption.

E. The parties agree that union officials may be approached by staff RN's or Management officials with representational issues/questions while the union official is not on official time and is performing his/her assigned job duties. It is understood that these conversations will be brief. If the issue needs to be discussed in more detail, a meeting will be arranged in accordance with Article 6 and Article 48 of the Master and Local Contracts.

F. Management recognizes the right of the union to investigate grievances.

Section 4: Travel

A. When management arranges/schedules a meeting in which a union representative's attendance is requested (see article 48 Section 3 C of the Local Contract for travel between divisions for committee meetings) the following procedures will apply:

1. A reasonable period of time, not to exceed 30 minutes each way, will be granted, if applicable, to allow travel between divisions if the start time or end time begins or ends outside the period of time allotted for the union representative's use of posted official time in accordance with Article 48, Section 3A of the Local Contract.
2. For official time that is granted in accordance with Article 48, Section 4 of the Master Contract, the union official should include in the request, if applicable, a reasonable period of time, not to exceed 30 minutes each way, for travel

between divisions in order to attend a meeting that has been arranged/scheduled by management.

B. When representational duties or scheduled meetings are required at another location under VAMC Augusta's jurisdiction, a reasonable period of time necessary for travel to such location will be approved. The amount of travel time approved will be consistent with amount allotted by the VA's travel office.

ARTICLE 44: CONTRACT DURATION AND DISTRIBUTION

Section 1: Contract Duration

A. Effective Date

1. This Local Contract is effective on the date of approval by the Under Secretary for Health, Department of Veterans Affairs, or designee.
2. This contract remains in effect for a period of three years from the effective date.
3. This contract will automatically renew itself for one (1) year intervals, unless either party serves notice of its desire to amend or modify the contract.

B. Mid-term Reopener

1. This contract is subject to reopening by mutual consent of the parties or when new or revised laws or regulations of appropriate authority require changes to provisions of the Contract. Before re-opening, the party wishing to re-open will submit to the other party an agenda stating the reasons for re-opening and the changes that are desired.
2. The parties agree to meet to negotiate within 30 calendar days or as mutually agreed after proposals on the amendments or modifications are received from the moving party.
3. All amendments to this contract will continue for the life of this contract unless the parties agree otherwise.

Section 2: Distribution of Contract

A. The VA will provide a copy of this Local Contract to each RN and supervisor with jurisdiction over RNs and to all unit RNs entering on duty after that date.

B. The VA will initially provide the UAN with 100 copies of the Local Contract and there after copies as needed at VA expense.

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

Section 3: Training of Contract

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

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

ANNUAL LEAVE REQUEST
(For use during the planning period only.)

1. RNs must submit this annual leave request to their NM no later than COB September 30.
2. Annual leave will be requested by **1st, 2nd, and 3rd** choices in the time frame increments as given below. If there is a conflict in leave requests, The Master and Local Contracts will be used to resolve the request. There will be no more than two RNs on different tours scheduled on annual leave each week from the unit. In units having a predominate number of Registered Nurses (i.e. ICU's) a general rule of 10% will be scheduled on leave at one time from the unit. **RN must note a reason for request in each first priority slot in the three leave periods.**

1ST PAY PERIOD IN JANUARY THROUGH APRIL 30

1ST _____
2ND _____
3RD _____

May 1 THROUGH August 31

1ST _____
2ND _____
3RD _____

September 1 THROUGH December 31

1ST _____
2ND _____
3RD _____

A copy of the approved leave will be returned to the employee by October 15

Employee's Name: _____ Date Submitted: _____

NM's Signature: _____ Date Received: _____

Associate Chief Nurse: _____ Date Submitted: _____

Approved Leave
Dates: _____

Employee Signature: _____ Date Received: _____

For the Employer:

James L. Bartlett
Chief Negotiator

For the United American Nurses:

Irma L. Westmoreland, RN
Chief Negotiator

Cathy M. Billiter, RN MSN
Member

Cathy Neal, RN
Member

Hector Ramos
Labor Specialist