



AGREEMENT

Between



Serving Those Who Served

VA Western New York Healthcare System at Buffalo
3495 Bailey Avenue
Buffalo, NY 14215

and

United American Nurses, AFL-CIO
Local 41



July 20, 2006

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PREAMBLE

This Agreement between the VA Western New York Healthcare System at Buffalo, referred to as the "Agency" and the United American Nurses, Local 41, referred to as the "Union", is in accordance with the provisions of Public Law 102-40. Both parties are entering into this Agreement to:

- A. Improve and maintain a constructive and cooperative relationship between the Agency and the Union; and
- B. Provide a clear statement of the respective rights and obligations of the Agency and the Union; and
- C. Promote the well-being of nurses in the unit and the effective administration of the Agency.

Whenever a reference is made hereinafter to a provision of the V.A. Directive and Handbook Series 5000, it shall be considered as including a reference to the appropriate companion provisions.

GENERAL PROVISIONS

ARTICLE 1: AGREEMENT SCOPE

The Unit, for which the Union is hereby recognized as the exclusive representative, includes all Registered Nurses employed by the Western New York Healthcare System, Buffalo, New York, excluding all managers, supervisors and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (5), (6), and (7).

ARTICLE 2: EXCLUSIVE RECOGNITION

The Agency recognizes the Union as the exclusive collective bargaining representative of every RN covered by this agreement.

ARTICLE 3: COMMITMENT TO QUALITY CARE

- A. The Agency and the Union agree that maintaining a well qualified, dedicated, and sufficiently oriented RN staff is consistent with quality patient outcomes, staff and patient satisfaction, safety, and fulfilling the Department's mission. Both parties understand the importance of a quality work environment for the retention and recruitment of RNs
- B. The Agency will consider all appropriate staffing models, and make a good faith effort to provide a quality work environment.

ARTICLE 4: MUTUAL RIGHTS AND OBLIGATIONS

- A. The Agency and the Union agree to abide by the provisions set forth in this agreement. Neither party shall change the terms of this agreement except by mutual consent and in accordance with the procedures set forth herein.
- B. The UAN elected officials shall be the only Union representatives with the authority to alter provisions of this contract through MOUs.
- C. It is understood that all MOUs in existence prior to the completion of the bargaining for this Agreement have been incorporated into this Agreement.

ARTICLE 5: NOTICE TO PARTIES

Any notice to be served on either party under this agreement will be either mailed, registered or certified, e-mail or hand delivered to the appropriate UAN or Agency Official, and considered served once confirmation of receipt of notice is received.

ARTICLE 6: LABOR MANAGEMENT MEETINGS

- A. The Agency and the Union will continue to meet at mutually agreeable times, but at least quarterly to consider matters of mutual concern to both parties. The group shall consist of three (3) officers of the Union and the Agency Director and/or designees. Either party will give advance notice to the other and may upon mutual agreement request participation of other persons to assist the parties in achieving their objectives.
- B. The Parties shall exchange written agenda topics at least three (3) days prior to the schedule meeting, exclusive of Saturday, Sunday, and Holidays.
- C. The Parties authority shall be limited to discussion and exploration of the agenda topics. The Parties shall not have the authority to bargain for either party nor shall they in any way modify, add to, or detract from the provisions of the Agreement. The Parties shall not have the authority to discuss individual or group grievances which are all within the scope of the negotiated grievance procedure.
- D. In the event that an issue arises which warrants further study and discussion, the Agency's designee and the Union President may agree to schedule a special meeting prior to the next quarterly meeting.

ARTICLE 7: AGENCY COMMITTEES

- A. The Union may request to be represented on any Agency Committee dealing with bargaining unit issues.
- B. The Union Official attending the committee meeting will be on official time.
- C. It is understood that if the Union Official is not working at the time the Committee meets, the RN will request appropriate compensation, limited to the duration of the committee meeting.
- D. 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.
- E. 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 8: MEETINGS WITH OTHER EMPLOYEE ORGANIZATIONS

The Union has the right to be represented at any meeting held by the Agency with any other employee organization to discuss matters which may affect RNs or the rights of the Union. The Union President will be notified as soon as possible of any such meeting. It must be understood that any meetings under this article do not extend to matters involving professional conduct or competence, peer review, or the establishment, determination, or adjustment of RN compensation.

ARTICLE 9: BARGAINING UNIT RN SENIORITY LIST

- A. A complete bargaining unit roster to include name, entry on duty date, grade, position, title and employment status will be forwarded to the Union within thirty (30) days of approval of this Agreement and every six months thereafter.
- B. An RN seniority list will be posted on all nursing units on an annual basis.

ARTICLE 10: DISTRIBUTION OF AGREEMENT

- A. A copy of this Agreement and future amendments shall be reproduced and distributed by the Agency to all RNs in the Unit and to all supervisors with jurisdiction over RNs in the Unit.
- B. The Agency will take reasonable steps to familiarize all supervisors involved with the terms of this Agreement. The Union will make a like effort with respect to RNs in the Unit, to the end that grievances arising out of a misunderstanding of the rights and obligations established by the Agreement may be kept to a minimum.

ARTICLE 11: COPE

Should the UAN establish a Committee on Political Education (COPE) fund, RNs may elect to make voluntary contributions to the UAN COPE fund. An additional amount will be deducted for those authorizing contributions. Local 41 agrees to inform the Agency, in writing, of COPE amounts and any further change in contribution amounts.

EMPLOYEE PROVISIONS

ARTICLE 12: REGISTERED NURSES AS PROFESSIONALS

The Agency recognizes that due to their unique education and experience, the RNs covered by this agreement have an invaluable contribution to make towards maintaining and improving professional nursing care at the Agency.

ARTICLE 13: WEINGARTEN RIGHTS

The annual notification of RNs Weingarten Rights under 5 U.S.C. § 7114(a)(2)(B) will be accomplished via the use of the Agency's email systems.

ARTICLE 14: HEALTH AND SAFETY

The Agency will take the necessary steps to assure that the physical environment in which RNs work is safe, clean and free of hazards.

ARTICLE 15: SENIORITY

- A. Seniority shall be defined as the total service with the Department of Veterans Affairs system.
- B. When any RN enters into the Bargaining Unit, prior Department of Veterans Affairs service will not be counted for seniority purposes until completion of one (1) year of duty.
- C. If two (2) RNs have the same EOD/seniority date, the tie breaker will be the first letter of the last name that the RN had when she entered on duty. (A is more senior than B)

ARTICLE 16: ANNOUNCEMENT OF VACANCIES

- A. The Agency will provide draft position announcements to the Union which may submit comments within 48 hours of receipt.
- B. RNs who wish to be considered for a vacancy will do so by submitting an annual Interest Inventory Card or by sending an e-mail indicating their interest to the sender of the vacancy announcement. Notice of selection will normally be communicated within 14 days after the date the vacancy announcement closes via e-mail message addressed to all RNs.
- C. The Agency's shadowing policy will be made available and will apply to RNs seeking reassignment.
- D. When the Agency determines that two or more RNs are equally qualified and competent for a position, the most senior RN will be selected.
- E. All effort will be made to reassign the selected RN within 90 days pursuant to the Master Contract, Article 34 Section 3, E.
- F. When the notice of selection to a position has been communicated through an e-mail message, the RN selected for the position shall be considered to have accepted that position

and vacated his/her position. Following such an announcement, should the RN decide he/she wants to return to the former position, he/she must reapply and will be considered along with any other applicants.

ARTICLE 17: CHANGE IN EMPLOYMENT STATUS

Every effort will be made to satisfy requests for conversion from full-time to part-time status and vice versa on the basis of patient care needs, availability of positions, FTEE ceiling and/or funds and the needs of the Agency.

ARTICLE 18: PRECEPTORS

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

ARTICLE 19: CROSS TRAINING

Where a cross-training opportunity for RNs is identified, the Agency and the UAN will meet to discuss how to utilize such opportunity to enhance the mission of the Agency.

ARTICLE 20: WORKWEEK

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

ARTICLE 21: WORK SCHEDULES

- A. Weekends off shall be equitably distributed unless otherwise requested.
- B. Management shall encourage and support RNs having meaningful input into their schedules through the use of "wish list" or similar methods as long as patient care needs are met. If the proposed schedule meets minimal staffing needs, requests for days off will be honored. If the proposed schedule does not meet minimal staffing needs, requested days off/on shall be granted on an equitable basis.

ARTICLE 22: WORK UNIT

- A. A work unit is defined as RNs in a physical area or clinical function if a physical area is not applicable.
- B. This definition will be utilized when dealing with overtime assignments, annual leave solicitation, or other applicable articles.
- C. The Union will be involved in identifying work units and any changes management proposes in established units.

ARTICLE 23: ROTATION

In an effort to minimize unwanted rotation to non-administrative tours, all efforts shall be made by the Agency to fill vacant positions on the non-administrative tours. Rotation will be distributed on an equitable basis among both full-time and part-time RNs.

ARTICLE 24: DETAILING

- A. The Agency recognizes that quality patient care is the guiding principle in assigning staff. To that end, The Agency may detail an RNs to ensure adequate coverage. If detailing is required, the Agency will first solicit volunteers. If there are no qualified volunteers, the Agency will select the least senior qualified RN for the assignment, except when patient care needs could be best served by detailing another qualified RN.
- B. Once an RN has been detailed during a shift, that RN remains eligible for additional detailing for the entire shift.
- C. If the least senior qualified RN has been detailed within the pay period, then the next least senior qualified RN who has not been detailed within the pay period shall be detailed, except when patient care needs could be best served by detailing another qualified RN.
- D. An RN who is pre-detailed on the original time schedule shall be deemed to be assigned to the detail unit.
- E. Any RN who cancels their scheduled annual leave or compensatory time off after the schedule is posted will become the RN to be detailed if qualified.

ARTICLE 25: COMPENSATION FOR TIME WORKED

RNs shall in a timely manner be compensated as per VA regulations which may encompass: base compensation rate, overtime work, work on weekend, evening and night work, and on-call pay..

ARTICLE 26: ON-CALL

- A. Any Registered Nurse who is assigned on-call responsibility will be compensated as per VA regulations.
- B. The Agency agrees, when patient care needs permit, to adjust the next regularly scheduled tour of duty, or to grant appropriate leave to allow for at least eleven (11) hours of non-duty time at the request of the RN. It is understood that leave requested to allow for eleven (11) hours of non-duty time shall not be used to evaluate attendance.

ARTICLE 27: OVERTIME

- A. If an unplanned or scheduled need occurs, which requires RNs to work additional hours to meet patient care needs, the nursing supervisor will:
 - 1. Determine if temporary staffing adjustments, (such as voluntary changes of tours, use of unscheduled or intermittent hours, details or extended relief) will be made in an effort to minimize voluntary or involuntary overtime.
 - 2. Maintain a volunteer list of RNs interested in working additional hours. The list will be kept on each unit. The list will be created by adding a row to the time schedule for each shift titled "Availability for Additional Hours".
 - 3. Solicit qualified RNs from the availability list by seniority regardless of compensation desired. If no qualified volunteers are available from the affected unit, other unit availability lists will be checked for a qualified volunteer. RN's will initially be limited to working an additional twenty-four (24) hours above eighty (80) hours worked in a pay period. After the RN has reached the twenty-four (24) hour limit, the next senior qualified RN may work. When no other qualified volunteers are available, an RN may exceed the twenty-four (24) hour limit.
 - 4. For scheduled staffing needs that remain after (1-3) an email will be sent to all RNs soliciting qualified volunteers to work on needed shifts
- B. In the event that an RN must be required to remain on duty, the least senior qualified RN who is assigned as a regular staff RN (including extended relief staff) assigned to the unit that day will be the person required to stay.
- C. If that RN has already been required to remain on duty one (1) hour or more beyond his/her schedule tour in that pay period, it will be the responsibility of the next least senior qualified

(on duty) RN to stay. If there is only one RN on duty on the unit, this provision does not apply.

- D. The process identified above will be followed except when patient care needs could best be served by utilizing another qualified RN.
- E. RNs who have been mandated to work additional hours, may request and will be granted appropriate leave to provide at least eleven (11) hours of non-duty time before their next shift.
- F. The Union may request to review records of unscheduled hours, overtime use, intermittent, and contract RN use.

ARTICLE 28: HOLIDAYS: SCHEDULING

The Agency agrees to schedule holidays off dependent upon patient care requirements and unit workload. The Agency will make reasonable efforts to grant holiday preferences taking into consideration holidays taken by the RN in the preceding year.

ARTICLE 29: ANNUAL LEAVE: SCHEDULING

- A. Accrued annual leave will normally be requested and approved for the calendar week. Leave will be granted in combinations necessary between full-time and part-time RNs to accommodate the Agency's annual leave allowance.
- B. RNs will solicit for leave with other RNs in their workgroup by seniority. For the purpose of annual leave solicitation, the Agency will give first opportunity, successively, to a) full-time RNs and then b) part-time RNs. If an RN is a member of more than one workgroup, the RN will solicit by seniority with the workgroup it has the greatest impact on patient care as determined by the Agency. Once determined, the work unit for solicitation will be identified in the vacancy announcement and will not be changed without consultation with the Union.
- C. The leave year is divided into two (2) leave periods as follows:
 - 1. Period One begins with the first day of the full pay period of the leave year. (Pay period one [1] through thirteen [13]).
 - 2. Period Two begins on the first day of pay period fourteen [14] through the end of the leave year.
- D. Solicitation periods will begin sixteen (16) weeks before the start of each of the two (2) leave periods and will be announced through bulletin board posting. Such notice shall also include the number of RNs allowed off in any given week during said solicitation period.
- E. The number of Registered Nurses that will be allowed to solicit for a particular week will be based on the number of RNs in the workgroup as follows:
 - 1-11 RN's, One RN

12-22 RN's, Two RN's
23-33 RN's, Three RN's
34-44 RN's, Four RN's

- F. Should any emergency situation arise where these numbers can not be met, The Agency will immediately meet with the Union to resolve the issue.
- G. Prime time vacation weeks are identified as the weeks beginning with Memorial Day and ending with Labor Day and the holiday weeks as identified below. Weeks of leave taken or solicited during prime time in the prior leave year shall not be solicited by the RN in the current year until all RNs in that workgroup have had the opportunity to solicit for annual leave No other weeks will be blocked. If incidental leave is granted the RN will not be blocked from soliciting that week the following year.
- H. Leave requests may include only one of the following weeks during the leave year-weeks including Easter, Fourth of July, Labor Day, Thanksgiving, Christmas, or New Year's. It will be the actual holiday, not the week in which it occurred, which will be used to determine prior leave taken. New Year's week may be in either leave period one (1) or leave period two (2), depending upon the pay period in which it falls.
- I. A vacation worksheet will be posted on each unit two weeks prior to each solicitation period. The worksheet will identify the weeks each RN solicited or took during prime time in the previous year. The Nurse Manager will schedule solicitation appointments by seniority. All appointments will be completed within a two week period. The appointment will be the only opportunity during which the RN may exercise solicitation rights. It is the responsibility of each RN to notify the Nurse Manager of their solicitation preference during the solicitation period. If an RN is not able to meet with their supervisor during the appointment time, leave requests will be submitted on a memo to the Nurse Manager.
- J. RN's may request a maximum of three weeks for each solicitation period.
- K. RN's shall receive at least one week of annual leave per solicitation period, if requested. To assure this, a list of the remaining available weeks from the initial solicitation on all inpatient units, will be compiled. The list will be announced via E-mail to RNs who were not able to solicit one week of annual leave. By seniority, these RNs will be allowed to solicit one week each. At this point in the solicitation process, any RN limited to one week may then, based on seniority, select one additional week from the remaining weeks. After this process is over, the weeks not solicited will be returned to the unit of origin. RN's on the original soliciting unit will be allowed to request the remaining available weeks on their unit.
- L. RN's must reasonably expect to have accrued the time solicited by the first date of annual leave.
- M. A copy of the scheduled leave will be posted on the unit as soon as possible but not later than ten (10) weeks prior to the start of the leave period. RN's may mutually agree to exchange scheduled leave periods with concurrence of the leave granting official.

- N. RN's will enter their leave requests into the computer within two (2) weeks after the posting of the Annual Leave Solicitation Schedule.
- O. When an RN has been reassigned to meet service needs, his or her original request will be honored. When the RN has been reassigned at his or her own request, he/she will accept leave time available in the new work unit.
- P. If an RN has accepted another position and annual leave solicitation is in progress or about to begin, he/she should solicit annual leave in the new unit/position.
- Q. If an RN accepts another position or cancels annual leave, any weeks of annual leave he/she had selected/canceled in the current unit will be made available to other RNs in that unit via e-mail message from the nurse manager at the time the announcement of transfer is posted via e-mail, or at the time that the RN cancels the leave. RN's may submit their requests via e-mail to the nurse manager within seven (7) days of the e-mail announcement. The nurse manager will grant the request to the RN who is next in line of seniority to the transferring/canceling RN unless the requesting RN is blocked from that week. If no less senior RN has made such a request, the most senior RN shall be granted the annual leave.

ARTICLE 30: MEAL PERIOD

RNs shall be entitled to a one-half (1/2) hour meal period free from work responsibility except when working identified non meal tours of duty. RNs who anticipate a missed meal period due to staffing constraints shall notify their supervisor and if no relief is found for such meal period, at the RNs option, she/he shall be granted compensatory time or overtime.

ARTICLE 31: REST PERIOD

- A. As stipulated by the Master Contract, RN's are to receive breaks during which they may interrupt their work to obtain relief from fatigue or constant attention to duty. Should a pattern develop on a unit where RNs are unable to utilize said breaks, management shall meet with the Union to address such issue and find a mutually acceptable solution, recognizing the parameters of 7422.
- B. In the event workload prohibits the RN from taking his/her scheduled rest period, he/she will notify the supervisor and the supervisor will make every effort to reschedule the rest period that day.

ARTICLE 32: STAFF DEVELOPMENT PROGRAMS

- A. The Agency and the Union recognize that RNs both full-time and part-time have a responsibility for identifying their educational needs, seeking continuing education activities

to meet the needs, maintaining competencies and sharing learning experiences for improvement of nursing care of patients.

- B. Authorized absence, compensatory time earned, or unscheduled hours may be granted within reasonable limits to RNs who request to attend workshops, seminars and other continuing education programs. Approval of requests will be contingent upon the relevancy of offerings to patient care needs, individual professional goals, staffing requirements, budgetary capabilities, and timeliness of request.
- C. The Agency shall make best effort to offer in-service education on all tours. If in-service education is not available on all tours, the Agency may offer compensatory time earned or unscheduled hours as applicable for attendance.
- D. Efforts will be made to provide RNs with educational opportunities on an equitable distribution to ensure that it is fairly rotated among RNs who wish to attend.
- E. RN's will follow any written procedures when applying for authorized absence, compensatory time earned, unscheduled hours, or financial support for educational programs.
- F. Adequate unit orientation will be provided to RNs who are reassigned to another clinical area, subject to individual and patient care needs. It is each RN's responsibility to ensure that their Official Personnel Folder reflects education and self development programs completed.
- G. Union Representatives may submit applications to attend educational programs of mutual benefit to the Agency and the Union on authorized absence. Requests that are compliant with the procedures identified above, will be considered, dependent upon manpower, staffing requirements, budgetary capabilities, and timeliness of request. The Union bears the responsibility for showing in what way the RNs participation in the program will have the required benefit for management.

ARTICLE 33: ADVANCED PRACTICE NURSES

- A. The Agency and the Union recognizes that Advance Practice Nurses are valued and contributing members of the healthcare team dedicated to providing quality patient care. The degree to which they practice is governed by their scope of practice by position and certification/licensure (clinical specialist or Nurse Practitioner role), credentialing and privileging and VHA requirements (as identified in VA Directive and Handbook 5005).
- B. Advance Practice Nurses will be allotted administrative time for the purpose of completing assignments required of their positions, patient care needs permitting.
- C. Except for temporary emergency situations, the Advance Practice Nurses' active panel size will not exceed accepted VISN limits, recognizing the parameters of 7422.

- D. Educational hours of authorized absence and tuition will be made available through the facility's existing programs. To avail themselves of these opportunities, the Advance Practice Nurse will meet the application and submission requirements. There will normally be provided advance application for participation so that agency rules can be met related to patient care (i.e. 60 day clinic cancellation notice when canceling clinics)
- E. Any variations/changes to current established practices related to annual leave solicitation will be negotiated.

ARTICLE 34: CONTRACT RNS

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

ARTICLE 35: COURT LEAVE

For a RN who is entitled to court leave for service as a juror or witness, The Agency will make every reasonable attempt to adjust the schedule of a RN assigned to a non-administrative tour of duty in order to avoid an undue hardship.

ARTICLE 36: VOTING

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

ARTICLE 37: ERRORS IN TIMEKEEPING

In the event of an error in timekeeping, the RN involved will contact the timekeeper who, where appropriate, will initiate corrective action. Whenever regulations permit, any error in timekeeping will be corrected by the next pay period after the error is discovered.

ARTICLE 38: CORRECTIVE ACTIONS

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

Prior to deciding what corrective action is a proper response to an incident or act, the supervisor will consider, among other things, the following factors:

1. The degree of harm or interference that the act has caused;
2. The seriousness of the act in terms of the RN's position and assignment in Nursing.
3. Any past corrective action;
4. Any mitigating circumstances.

After considering the factors cited above, the supervisor will decide whether to initiate appropriate corrective action.

- A. Counseling: An RN who disagrees with a written counseling may utilize the negotiated grievance procedure.
- B. Basis for Discipline: Disciplinary action is defined as an adverse action that is not a major adverse action and includes admonishment and reprimand. Major adverse actions are suspension, reduction in grade, reduction in basic pay, and discharge.
- C. Investigations: There are certain rights for RNs that come with being summoned to participate in an investigation. The RN summoned as a witness or the subject of the investigation has the option to contact the Union so that those rights can be further discussed. Investigations, including AIBs, will be conducted fairly and impartially. Investigations shall consider all the facts, circumstances and other relevant factors. RN's will be provided reasonable notice where applicable.

ARTICLE 39: EMPLOYEE LOCKER ROOMS

The Agency will use its best efforts to maintain designated employee locker rooms.

UNION PROVISIONS

ARTICLE 40: LOCAL REPRESENTATIVES

- A. The Union may designate three (3) RNs as President, Vice President and Secretary, who may work the administrative workweek.

- B. The Union will designate and notify the Agency of its local representatives who is/are authorized to deal with the Agency and the adjustment of any problems arising out of this agreement.
- C. The Master Agreement grants the Local Union 24 hours of official time per pay period, or 12 hours per week. The parties agree that an additional 20 hours per week will be granted to the Local Union for representational needs.

ARTICLE 41: OFFICIAL TIME

Any request for and use of official time by a Union Officer or Union Representative, is governed by the Master Agreement Article 48, Section 4 and 5 U.S.C. § 7131.

ARTICLE 42: EDUCATION OF UNION OFFICIAL AND FLOOR REPRESENTATIVES

- A. The Agency may approve authorized absence for Union Representatives for training where the training will be of mutual benefit, and the absence of these RNs does not interfere with the operations of the Agency.
- B. Requests for authorized absences must be submitted as soon as practical by the RN in writing together with an agenda, a statement of mutual benefit and an OPM Form 71 countersigned by the local Union President. Once countersigned, the request and supporting documents will be submitted to the Nurse Executive for review and decision. Upon receipt, the Nurse Executive will render a decision within two (2) weeks.
- C. Normally, attendance at labor organization conventions is considered internal organization business unless there is clear and unequivocal information to the contrary.
- D. No more than fifteen (15) days will be approved in a calendar year.

ARTICLE 43: RIGHT TO NOTIFICATION

- A. When notification of changes of conditions of employment is provided pursuant to Article 39, Section 3 of the Master Contract, The Agency will also provide a briefing to the appropriate local UAN official.
- B. The Union, in an effort to be proactive, may propose changes, consistent with Title 38 USC Section 7422, regarding conditions of employment or resolutions of problems affecting the working conditions of the bargaining unit, for discussion purposes. Management will give full consideration to any concerns raised. However, the Agency has no Title 5 USC Chapter 71 obligation to bargain over any such proposal.

ARTICLE 44: UNIT CLOSING OR TEMPORARY CONSOLIDATION

- A. Unit Closing: The Agency shall notify the Union as soon as it is known that a unit will be opening, closing, changing function (s) or undergoing a permanent change in census. Notification will include the date of the proposed change and staff to be affected.
- B. Temporary Consolidation of Clinical Nursing Units:
 - 1. The Union will be contacted to discuss any planned temporary consolidation decision. When the final decision has been made to temporarily consolidate clinical nursing units, the Union will be notified.
 - 2. The RNs of the closed unit will be either temporarily reassigned to another unit or told to report to the nursing supervisor for their daily assignment. Assignments will be in accordance with applicable contract provisions.
 - 3. RN's posted schedule will remain as originally posted while their unit is temporarily closed.

ARTICLE 45: NURSE PAY SURVEY

- A. The Union will have a mutually agreed upon representative who will act as an observer on the Data Collection Team(s) for VA-conducted RN salary surveys for any RN pay schedule(s) that apply to bargaining unit RNs. The representative must be an RN of the Agency.
- B. The selection of any certainty establishments to be surveyed will be a subject for discussion with the Union.

ARTICLE 46: FACILITIES AND SERVICES FOR UNION USE

- A. The Union will be provided one (1) designated parking spaces. The Agency agrees to negotiate any change in location or number of space with the Union.
- B. The Agency agrees to furnish the Union upon request, with a pager provided that the pager is not required for the immediate needs of the Agency. The Agency retains the right to terminate the use of the pager at anytime there is a change in technology or there is a need for its use in connection with patient care. The Union is responsible for the pager and any damage or loss sustained.

ARTICLE 47: MODIFICATION OR TERMINATION OF AGREEMENT

- A. This Local Agreement and all subsequent modifications thereof shall be signed by the parties thereto, ratified by the RN members in the Unit and signed by the President of the Union and Agency Director. It shall become effective upon approval of the Under Secretary of Health, Veterans Health Administration, or designee. The Local Agreement shall remain in full force and effect until terminated or modified in the following manner:
1. The Local Agreement shall remain in full force and effect for three (3) years from the effective date and shall be automatically renewed each three (3) years thereafter, unless modified or terminated as provided herein. Each three (3) year period will be a new duration period with a new effective date.
 2. Either party may serve upon the other party a written notice of intention to negotiate additions to or modifications of the Local Agreement at least sixty (60) days prior to the anniversary date of the Local Agreement and must state the nature of the amendment requested.
 3. The parties shall meet to negotiate with respect to matters covered within thirty (30) days of receipt of such notice.
 4. Either party may, after giving the other at least sixty (60), but not more than ninety (90) days notice, terminate the Local Agreement after a period of three (3) years from the effective day or every three years thereafter.
 5. The Local Agreement is terminated in the event exclusive recognition is withdrawn from the Union.
- B. The Master Contract Article 46, Section 3 (A) states that "the local supplement may include a provision for re-opening the local contract once during the initial term of the National Master Contract." Since no such provision is included in this supplement, there is no need for a "no re-opener clause".

ARTICLE 48: NEGOTIATIONS

- A. The Agency shall grant four (4) hours to negotiating committee members (not observers) for the purpose of contract analysis.
- B. The Union's Negotiating Committee shall not exceed five (5) registered nurses employed by the Agency in addition to a representative from the Union's regional or national office. Each committee will designate a Chairperson to act as spokesperson and to be responsible for directing members of his or her committee in their active participation in the negotiations. However, prior to the start of negotiations both parties will meet to negotiate whether the size of this committee can be amended.

- C. By mutual consent during negotiations, either party may bring an informed individual for consultation on a particular subject as it arises, or observers.
- D. Union representatives shall be granted official time, for the purpose of negotiating a collective bargaining agreement with the Agency. The Union will notify the Agency of the RNs who will represent the Union.

ARTICLE 49: IMPASSE

When, at the end of a sixty (60) day period of negotiations, despite diligent good-faith efforts, the parties have been unable to reach agreement on the terms of an Agreement, or any amendment thereof, the following procedures shall be followed in an effort to resolve the impasse:

1. Upon mutual agreement the parties will continue to negotiate in good faith.
2. The Federal Mediation and Conciliation Service shall be requested, pursuant to its regulations, by either party, to provide services and assistance in the resolution of disputed negotiation items.
3. Impasses – In the event the services of the Federal Mediation and Conciliation Services shall fail to resolve a negotiation impasse, either party may request the Federal Service Impasses Panel, pursuant to its regulations, to consider the matter.

FOR THE MEDICAL CENTER

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MEDICAL CENTER DIRECTOR

Richard C. Nelson
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HECTOR RAMOS
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9/7/06
DATE