

THE SECRETARY OF VETERANS AFFAIRS WASHINGTON

November 16, 2007

Ms. Lynette Roff
Director
Department of Veterans Affairs
Eastern Colorado Health Care System
1055 Clermont Street (00)
Denver, CO 80220

Dear Ms. Roff:

The Local Supplemental Agreement negotiated by and between the Department of Veterans Affairs Eastern Colorado Health Care System and the United American Nurses (UAN), Local 21 has been reviewed in accordance with Article 46, Section 3.B of the VA-UAN Master Agreement and USC 7114 (c) (4). The agreement is in accordance with applicable law, rule and regulation.

Congratulations! Your teams are to be commended for their hard work in negotiating this agreement.

Sincerely yours,

Gordon H. Mansfield

Acting

Enclosure



THE SECRETARY OF VETERANS AFFAIRS WASHINGTON

November 16, 2007

Ms. Beverly Thorp President United American Nurses Local 21 Denver VA Medical Center 1055 Clermont Street Denver, CO 80220

Dear Ms. Thorp:

The Local Supplemental Agreement negotiated by and between the Department of Veterans Affairs Eastern Colorado Health Care System and the United American Nurses (UAN), Local 21 has been reviewed in accordance with Article 46, Section 3.B of the VA-UAN Master Agreement and USC 7114 (c) (4). The agreement is in accordance with applicable law, rule and regulation.

Congratulations! Your teams are to be commended for their hard work in negotiating this agreement.

Sincerely yours,

Gordon H. Mansfield

Acting

Enclosure

Preamble

This local supplemental contract is made between the US Department of Veterans Affairs Medical Center (DVAMC) and the United American Nurses (UAN) at Denver, Colorado. The Department of Veterans Affairs will be referred to as the VA or Management, and the United American Nurses will be referred to as the UAN or the union.

This local supplemental contract builds upon the foundation established by the Master Contract between the Department of Veterans Affairs and the United American Nurses, which is the controlling master collective bargaining agreement. This local supplemental contract defines, explains, expands upon, or implements those provisions in the Master Contract that are designated for local negotiation, and addresses several issues upon which the Master Contract is silent. The precepts as stated in the Preamble to the Master Contract also apply to this local supplemental contract, and it is intended that these precepts will continue to guide the relationship between the VA and the union.

Article 1: Recognition and Coverage

Expanding upon the Master Contract's "Recognition and Coverage" Article:

UAN is the sole and exclusive representative and UAN Local 21 is the servicing agent for all Registered Nurses employed by the Eastern Colorado Health Care System (ECHCS) at the Denver campus and the associated clinics at the Fitzsimons and Lakewood locations. This includes all Registered Nurse employees of the VA as defined in FLRA Certifications # WA-RP-01-0066 and # DE-RP-02-0016 and any subsequent applicable certifications.

Article 2 - Governing Laws and Regulations

Expanding upon the Master Contract's "Governing Laws and Regulations" Article:

Where any local DVAMC or ECHCS directive or policy expressly conflicts with this local supplemental contract, this contract shall govern.

Article 3 - Labor-Management Collaboration

Expanding upon the Master Contract's "Labor-Management Collaboration" Article:

- A) The principles which will guide labor-management collaboration are stated in the Master Contract. Local implementation of labor-management collaboration will use predecisional input or predecisional involvement where appropriate to the maximum extent possible. The goal of labor-management collaboration is to improve service to veterans and promote a positive, cooperative, and productive working environment for RNs.
- B) Communications

- 1) The parties agree to establish a system of communication which fosters timely communication between labor and management at all levels, from the unit level to top management.
- 2) This system of communication may incorporate technology and network resources, which may be used if appropriate and mutually agreed upon. to foster virtual attendance at meetings or other activities.

C) Definitions:

- 1) Predecisional input, for purposes of this Article, involves timely notification to the union by management of a contemplated exercise of a management right (5 USC 7106(a)), and request for the union's input prior to the decision being made, preferably as early in the process as possible. This is separate and distinct from the statutory right of the union to bargain procedures and appropriate arrangements after a decision is made. 38 USC 7422(b) precludes collective bargaining over any matter arising from professional conduct and competence, compensation, or peer review. There may be exceptional circumstances when predecisional input is not possible.
- Predecisional involvement, for purposes of this Article, involves those activities where employees, through their union, are given the opportunity to help shape decisions in the workplace which impact their work. Predecisional involvement means involving the union at the earliest possible stage of an issue, policy, program or initiative being considered. Predecisional involvement will use collaborative processes and consensus decision making.
- 3) Timely, for purposes of this Article, means that input or involvement occurs within mutually-determined deadlines or a time frame prescribed by law, regulation. policy, organizational hierarchy or contract.
- Collaboration, for the purposes of this Article, is an interest-based communication process, rather than a power-rights based communication process, with an emphasis on working together to solve a given problem. Elements of collaboration include establishing a relationship and environment of trust, where parties are encouraged to actively, respectfully and carefully listen to and consider everyone's point of view or contributions.
- 5) Consensus, for purposes of this Article, means that all parties agree to support a given solution, though some individuals may have preferred other options. Elements of consensus include ensuring that all parties' opinions are solicited and heard, that a full, open and respectful discussion occurs, and that everyone will support the solution or recommendation. This assumes that solutions or recommendations are congruent with law, regulation, policy and/or contract. Consensus is most appropriate in the predecisional

involvement phase. It is recognized that consensus may not be reached on a given issue.

Article 4 - Labor-Management Relations Training

Expanding upon the Master Contract's "Labor-Management Relations Training" Article:

- A) UAN- or Union- Sponsored Training
 - 1) UAN- or union-sponsored training will be clearly identified as such, and attendance will be mutually agreed upon between the union and management. Official time for UAN- or Union-sponsored training will not exceed 100 hours total per year for designated local union officials and is not considered part of any designated professional educational hours. The intent of union-sponsored training is to enable and empower local union representatives to carry out their permitted representational functions. If unusual training needs arise, the union may request approval for additional training time for specific individuals and with a specified agenda.
 - 2) Patient care needs will be considered in determining the approval of RNs to attend UAN- or Union-sponsored training. The union will notify the appropriate supervisors, consistent with scheduling provisions (normally 6 weeks prior to the desired training date) or as soon as possible after receipt of confirmed dates of training, of the individuals selected for, or desiring to attend, UAN- or Union-sponsored training.
 - 3) Attendance at the UAN Labor Leader Institute (LLI), limited to 2 attendees granted authorized absence, excluding those union officials on scheduled 100% official time, will be guaranteed (barring emergencies) and does not count against the total hours referenced in a) above. The schedule of courses will be submitted as soon as available, and the parties agree that course topics which deal with internal union business or blocks of free time will not be approved for official time, though the attendee may request annual leave for those course topics or blocks of free time.
- B) Joint Labor-Management Training

The parties agree that joint labor-management training, when it addresses appropriate topics such as interest-based problem solving or local partnership training, is of mutual benefit and will be jointly planned. The parties agree that it is a mutual interest that union officials and representatives receive education and training specific to their respective roles, such as Human Resources participation where appropriate. Training may incorporate in-person, online or other training modalities. The scheduling of joint labor-management training will be mutually determined.

Article 5 - Employee Rights

Expanding upon the Master Contract's "Employee Rights" Article:

A) Responsiveness of Management

For urgent situations, RNs are to contact their first-line supervisors. If the first line supervisor does not respond to the page or phone message within one (1) hour, the RN should contact the next higher level supervisor or manager.

B) Access to Patient Care Information during Investigations

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

Article 6 - Appointment Authority Changes

Expanding upon the Master Contract's "Appointment Authority Changes" Article:

RNs considering converting from full time to part time, or from part time to full time, have the responsibility to contact Human Resources for an explanation of changes in benefits that will result if the conversion is effected. The information regarding benefits should be obtained from Human Resources before the application to convert is signed or submitted. This does not absolve Management from responsibility for providing the written explanation of benefit changes referred to in the National Master Contract.

Article 7 - Details, Floats, and Temporary Assignments

Expanding upon the Master Contract's "Details. Floats, and Temporary Assignments" Article:

A) When a bargaining unit RN is required for a float assignment, a unit-based rotational list based on seniority of RNs will be used to determine the individual RN that is floated. Once floated, an RN will go to the bottom of the rotational list. Patient care needs and RN competencies will always be considered by management in making assignments.

B) Management will make every effort to prevent floating of RNs with 20 years or more of seniority, subject to the application of 38 USC 7422(b), which means that if a particular patient care need can only be met by an RN who would normally be exempt from floating, it may be necessary for that RN to float. The floating of RNs with 20 or more years of seniority will be jointly evaluated by the parties for effect one year from the effective date of this contract, and if the intent of the 20 year exemption is not being met, this Article may be reopened.

Article 8 - Education & Career Development

Expanding upon the Master Contract's "Education and Career Development" Article:

- A) RNs needing to access the Medical Center Library whenever the library is not open will contact the VA Telephone Operator to sign out the key for access to the library.
- B) All RNs requesting authorized absence for educational programs will submit a request in writing to their supervisor not later than 45 days before the event to facilitate scheduling. The request will include documentation of the education program (e.g., a conference brochure or other description of the program) and a paper copy of SF-71 requesting the authorized absence. If tuition or travel funding is requested, the appropriate funding request form for education funding will also be attached. Requests submitted less than 45 days in advance will be considered. Approval of all AA requests is subject to supervisory approval and includes consideration of patient care needs.
- C) The parties agree that the union will have one representative on the Hospital Education Committee.
- D) Established committees or groups involved with professional career development of RNs will have one union representative invited to participate on official time.

Article 9 - Equal Employment Opportunity

Expanding upon the Master Contract's "Equal Employment Opportunity" Article:

UAN will have one seat on any established or ad hoc EEO committee.

Article 10 - Holidays

Expanding upon the Master Contract's "Holidays" Article:

Scheduling of Holidays for RNs will use the following process:

- A) An announcement is made to RNs in mid-September soliciting preferences for holidays off (all Federal holidays). RNs are responsible for submitting their preferences in writing for holidays off in rank order to their supervisor within three (3) weeks of the announcement.
- B) Supervisors will consider the RN's preferences when scheduling holidays. If a holiday falls within a period of approved annual leave, that holiday will be considered the RN's first preference. Supervisors will next consider the RN's preferences in rank order to grant holidays off. If two RNs have ranked a holiday with the same preference, an RN who did not have the holiday off the preceding year will receive the holiday off before an RN who did have that holiday off the preceding year. If all other factors are equal, then the nurse with the most seniority will receive the holiday off.
- C) ECHCS RNs who submit a holiday preference list on one work unit and who subsequently transfer to another work unit will have their originally submitted preference list considered on the gaining unit on the same basis as others on the gaining unit. ECHCS RNs hired or transferred in after the annual submission of holiday preferences will have their requests considered fairly and equitably after the application of the above process.

Article 11 - Leave and Absences

Expanding upon the Master Contract's "Leave and Absences" Article:

A) Annual Leave

- The parties agree that prime time for annual leave will include the time period beginning the calendar week prior to Memorial Day and end the weekend following Labor Day, and will also include the period from December 19 through January 1 each year.
- 2) Projected annual leave for the following calendar year will be solicited in mid-September of each year. RNs may submit their requests for projected annual leave during the three (3) weeks following the solicitation announcement.
- 3) Supervisors will post an approved projected annual leave schedule within a month of deadline for submission of the RN requests. Leave requests requiring an additional level of supervisory approval (e.g., leave in excess of two consecutive weeks or leave in excess of two weeks total within prime time) must be submitted in writing through the chain of supervision.
- 4) Leave requests submitted at times other than during the annual projected leave solicitation will be considered by the supervisor, generally when the schedule incorporating the leave requested is considered.

Any RN may request advance approval for leave requests not on the annual projected leave schedule. The supervisor will respond to such requests within two weeks. If after the application of the fair and equitable decision-making process, there are more requests for leave than can be approved, seniority will be the deciding factor.

B) Sick Leave

- 1) Employees will submit requests for sick leave sufficiently in advance for the requests to be considered in the work unit time scheduling process whenever possible.
- 2) In circumstances where it is not possible to request planned sick leave in time for consideration for the planning time schedule, the request will be made as far in advance as possible by entering the request in the electronic time & leave system.
- If an employee needs an approval or decision in less than ten administrative work days, it is the employee's responsibility to contact the supervisor directly. If the supervisor cannot be contacted in person in an urgent need situation (within 24 hours or next scheduled tour), the next higher-level supervisor (chain of supervision) must be contacted.

C) Court Leave

- 1. RNs receiving notice of, or a subpoena for, jury duty will, as soon as notification is received, notify their immediate supervisor and provide the evidence of jury duty selection.
- 2. After notifying immediate supervisor of a notice or subpoena for jury duty, an RN will be scheduled for administrative work days during days of jury duty. The RN is responsible for informing his/her immediate supervisor on a daily basis (unless the supervisor indicates otherwise) of the status of jury duty.
- 3. In the event that an RN is released from jury duty before the end of the normal work day, the RN is expected to report to work or contact the supervisor to request appropriate leave.

<u>Article 12 - Nurse Qualification Standards, Nurse Professional Standards Boards, and Proficiency Reporting</u>

Expanding upon the Master Contract's "Nurse Qualification Standards, Nurse Professional Standards Boards, and Proficiency Reporting" Article:

A) The parties agree that bargaining unit RNs will be provided an opportunity to apply for membership on the NPSB during the annual "call for nominations". The union

- will be notified of the "call for nominations" at the same time as bargaining unit employees.
- B) Management will provide in-person education/training on the proficiency rating system and promotion process at least twice annually. Alternative educational tools on the proficiency rating system and/or promotion process may be made available online or via other means. The parties agree that the RN is responsible for obtaining necessary training.

Article 13 - Organizational Performance Improvement

Expanding upon the Master Contract's "Organizational Performance Improvement" Article:

The union will participate in the medical center's performance improvement committee. Whenever the medical center convenes a committee related to performance improvement and the topics under discussion involve Registered Nurses, the union will be invited to participate and will be offered one seat on such committees.

Article 14 - Overtime & Compensatory Time

Expanding upon the Master Contract's "Overtime & Compensatory Time" Article:

- A) RNs may volunteer for overtime on their own work units, or may communicate their availability for overtime on other work units, if otherwise eligible.
- B) Once the RN and Management agree that the RN has accepted the shift for overtime, the RN is obligated to work the shift unless cancelled by management; notification of cancellation will be given as soon as possible but not later than two hours before the scheduled shift.
- C) If the RN reports to work overtime and is not needed on the work unit, the RN may be offered and have the option to accept an assignment to another work unit or to cancel their agreement to work overtime.
- D) In accordance with established VA policy, an RN who reports to work overtime and is not needed to work will receive two hours of overtime pay.

<u>Article 15 - Professional Competence, Academic Education, and Professional Development</u>

Expanding upon the Master Contract's "Professional Competence, Academic Education, and Professional Development" Article:

A) Whenever possible, mandatory employee training will be scheduled during duty time and on the employee's normal work tour and in the employee's work environment,

Training may include online or alternative methods (e.g. videotaped presentation). 38 USC 7422(b) precludes collective bargaining over any matter arising from professional conduct and competence, compensation, or peer review.

- B) If not possible to accomplish mandatory training during the employee's normally scheduled tour, the employee's schedule may be adjusted so that the employee may attend on duty time.
- C) If an employee volunteers to attend training on their off-duty time, with proper supervisory approval, the employee will be compensated for the training time according to VA Directive & Handbook 5007.

Article 16 - Seniority

Expanding upon the Master Contract's "Seniority" Article:

For purposes of the contract and the National Master Contract, seniority shall be defined as entry-on-duty (EOD) date at the ECHCS.

Article 17 - Vacancy Announcements

Expanding upon the Master Contract's "Vacancy Announcements" Article:

- A) Initial notice of selection or non-selection to internal applicants may be verbal, but will be confirmed by written notification.
- B) The union will receive notice of RN selections for vacant positions after the selected applicant has accepted the position. The union will disseminate the selection/acceptance notice to the bargaining unit, usually after 2 weeks of notification of the selection decision.

Article 18 - Work Schedules

Expanding upon the Master Contract's "Work Schedules" Article:

A) Clarifying intent of applying 38 USC 7422(b) with regard to work schedules

The phrase "where patient care permits" in the National Master Contract is generally intended to address unusual or urgent/emergent situations which might affect the ability of the agency to ensure safe patient care. Any disagreement regarding the applicability of 38 USC 7422 to a particular scheduling situation will be resolved using the procedures for 38 USC 7422 determinations by the Under Secretary for Health. If local Management feels that patient care needs require immediate changes under this provision, the change will be effected to ensure patient care needs are met. If there is disagreement with management's determination that 38

USC 7422 applies, the issue may be forwarded by management to the Under Secretary for determination of 38 USC 7422 applicability. The Union will be notified and may provide the union's perspective to the Under Secretary prior to a ruling being issued, consistent with VA Directive & Handbook 5023.

B) Timekeeping Errors: RNs shall address errors in timekeeping, whether actual or suspected, or timekeeping-related questions, to the work unit supervisor or their designee.

C) Breaks and Lunch Periods

- If workload on a unit is such that each RN is potentially unable to receive breaks or lunch period, as soon as the situation becomes evident (and preferably before a scheduled lunch period or break), the employee will contact the supervisor. The supervisor will attempt to make arrangements to ensure that the employee receives the lunch period or breaks.
- 2) Breaks are on duty time and may not be paid as overtime if breaks are missed, but the breaks should be encouraged and provided whenever possible. Lunches are unpaid time and missed lunch periods are handled according to VA policy.

D) Self-Scheduling

- 1) Self-scheduling processes, where used, shall be considered to be fair and equitable, congruent with provisions of contract, law and applicable policy.
- 2) All unit self-scheduling procedures will be submitted to the union for review and comment prior to implementation.
- 3) Consistent with patient care needs, the agency will make every effort to make changes from self-scheduling requests fair and equitable and the manager will communicate with the staff the reason(s) for the change.
- 4) In work units not using self-scheduling, the manager is responsible for fair and equitable tour rotation consistent with the contract.

E) Preferred Indefinite Tours of Duty

The VA will endeavor to establish preferred indefinite tours on all work units, consistent with patient care needs. In units where preferred indefinite tours (intended to mean the same tour of duty indefinitely) are established, vacancies for openings will include a designation of whether the vacancy is for a preferred indefinite tour. Preferred indefinite tours are subject to the provisions of 38 USC 7422(b).

2) Existing employees may request assignment to an indefinite tour, and may apply for vacancies when they occur, in accordance with contract provisions regarding vacancy announcements.

F) On-Call Duty

- 1) RNs who report for call back duty outside of normally scheduled duty hours and who subsequently feel too fatigued to report to duty may request an accommodation. RNs are expected to report to duty as scheduled unless they request and receive supervisory approval for an accommodation.
- 2) Accommodation requests may include:
 - a) request for adjustment of a tour of duty (e.g., delayed start of tour normal tour length);
 - b) request for appropriate leave (e.g., sick leave, compensatory time used, annual leave, leave without pay) for all or a portion of the next scheduled tour of duty; or
 - c) request for a combination of tour adjustment and leave.
- 3) All requests for accommodation require supervisory approval.

Article 19 - Workers Compensation

Expanding upon the Master Contract's "Workers Compensation" Article:

Management will provide a link to OWCP resource/contact information on an official ECHCS VA web page.

Article 20 - Dues Deduction

Expanding upon the Master Contract's "Dues Deduction" Article:

Any RN wishing to discontinue dues deduction for UAN dues may contact the UAN local or Human Resources for form SF-1188. Upon receipt of a completed form SF-1188, the UAN or Human Resources will forward the form to Payroll for processing.

Article 21 - Facilities and Services for Union Use

Expanding upon the Master Contract's "Facilities and Services for Union Use" Article:

A) Facilities

- 1) The union may request conference room access for meetings on the same basis as other services.
- 2) Management will provide the union with one designated parking space on campus.

B) Equipment

- The parties agree that consumable supplies for VA-provided equipment will be supplied by the VA, with the recognition that the VA-provided equipment will not be used for internal union business. VA agrees to maintain VA-provided equipment.
- 2) The union recognizes that procurement of new equipment will be subject to the medical center priority list on the same basis as any other service.
- 3) The union may request issue of a laptop computer as needed for VA business and will be considered on the same basis as any other service request.
- 4) In addition to the equipment listed in the Master Contract, the VA agrees to supply the union with a color printer for VA business.

C) Services & Communications

- The union may request a location for membership drives or similar events by contacting the service or entity controlling the desired location, subject to rescheduling based on mission requirements. Upon agreement of the location and times, the union will notify Human Resources in advance of the dates, times, location, and purpose of the event.
- 2) The VA will provide a wall-mounted literature rack for UAN use.
- 3) The VA will provide two locking bulletin boards for UAN use in public access areas.
- 4) New Employee Orientation
 - a) The union will be afforded the opportunity to make a 30-minute presentation to new RN employees during New Employee Orientation.
 - b) The union will also be afforded the opportunity to make another 30-minute presentation to new RN employees during Nursing Orientation.
 - c) The union agrees that these presentations will not be used for membership recruitment purposes.

- d) UAN's 30-minute presentation during New Employee Orientation will be scheduled separately from any other union presentation.
- 5) Management will provide the union with a roster of all bargaining unit eligible members on a monthly basis.

Article 22 - Official Time

Expanding upon the Master Contract's "Official Time" Article:

Section 1 - Purpose & Intent

The parties agree that Official Time is used by union elected officials and union-appointed representatives for the purposes described in 5 U.S.C. 7131, including those activities that the agency and the union agree are reasonable, necessary, and in the public interest. The intent of official time is to provide on-duty time for use by union officials to carry out their representational, negotiation, and ongoing labor-management relations responsibilities, and travel as necessary, as requested by the union and approved by the Medical Center Director or designee, in support of those responsibilities. Ongoing labor-management relations responsibilities specifically include those activities and meetings which foster clear, open, collaborative communications in an environment of mutual respect and partnership. Optional travel for training may be subject to budget constraints.

Section 2 - Designated Official Time

- A) Designated official time will be provided to elected union officials in an amount equal to 1.25 cumulative FTEE. The union will designate the union officials using such official time and communicate this designation, including contact information. to Management. Any necessary changes, when they occur, will be communicated to Management, normally in sufficient time to ensure that the designee may be scheduled on official time.
- B) For designated union officials not on 100% official time, the union and management mutually agree to consider work unit schedules and workload, in as much as they are predictable, in designating official time, in consideration of the mission of the agency. Absences from the work unit will need to be scheduled and approved by the supervisor; as much advance notice as possible will be given.
- When a designated union official is not available for representation on station (Metro Denver area), another union official will be designated by the union to cover. Scheduled official time will be delegated to the designated official during periods of scheduled leave. Absences for travel or other duty status absences will be considered to be within the 1.25 FTEE total. Depending on the circumstances, unscheduled absence coverage may require the covering union official's release from other duties, considering the provisions of 38 USC 7422(b), or may be covered by pager or by rescheduling meetings for urgent labor-management matters.

Section 3 - Stewards

The union will designate stewards to provide unit-level representation and committee/council representatives as needed.

- A) The union will provide a list of officially appointed stewards to Management.
- B) The union delegates authority to stewards and representatives to represent the union in meetings with Management within their areas of responsibility and level of authority. Stewards will be empowered to address and if possible resolve workplace issues, concerns, and grievances at the lowest possible level. The union will provide management with the stewards' areas of responsibility and level of authority.
- C) Stewards will assist and encourage employees to make decisions on issues affecting working conditions, resolve issues and conflicts, and enhance communications and interactions with Management when possible.
- D) Stewards may request *ad hoc* time to perform representational duties from their immediate supervisor or designee, as stated in the Master Contract. Stewards will enter the amount of time spent on representational matters into the Electronic Time and Attendance system as "authorized absence". with a comment indicating "union representation" as the reason for the absence from duty.
- E) Commencing with the final approval of the local contract by Agency Head Review, an additional 0.25 FTEE Official Time will be granted to stewards for a period of 180 days. The parties agree that the purpose of the additional official time is to train, coach and mentor stewards in their representational roles and contract interpretation. Stewards will enter the amount of time spent on training for this purpose into the Electronic Time and Attendance system as "authorized absence", with a comment indicating "union training 180 days" as the reason for the absence from duty during this designated period.

Section 4 - Representation outside of normal Duty Hours

Union officials, stewards or representatives providing union representation upon notification by Management of a formal meeting or at the request of an employee (if appropriate) outside of their normal duty hours may request an adjustment of the work schedule or tour of duty as mutually agreed. If union coverage for representation cannot be obtained at the time of an *ad hoc* meeting, Management will reschedule the meeting to occur as soon as possible to allow for union representation. The union will attempt to designate individuals as representatives that will normally be working during the scheduled meeting times.

Section 5 - Tracking Official Time

The union will compile data on the use of official time, categorized as suggested in VA Handbook 5023, Appendix A, using a tracking spreadsheet. Data on contract-specified designated official time will be shared with Management upon request.

Article 23 - Effective Date, Duration, and General Provisions

Section 1 - Effective Date, Duration, and General Provisions

- A. This local supplemental contract will take effect on the date of approval by the Secretary for Veterans Affairs or designee.
- B. This local supplemental contract remains in effect for three years, and will automatically renew thereafter for one year intervals unless either party serves notice of its desire to amend or modify the contract. The other provisions of the Master Contract with regard to time frames, extending contract coverage, mid-term reopeners, and notices to the Federal Mediation & Conciliation Service will apply to this local supplemental contract.

Section 2: Distribution of Contract

- A. The VA will provide to each bargaining unit employee of the Denver DVAMC on duty as of the date of this Contract and to all bargaining unit employees entering on duty after that date at no cost a copy of this local supplemental contract.
- B. The VA will initially provide the UAN with 50 additional copies at the VA's expense.
 - C. This local supplemental contract will be made available on electronic media compatible with the VA's computer system, and will be available to covered RNs on a VA website within 30 days of approval by the Secretary.

For the Employer:

For the United American Nurses:

Elisabeth Poore, Human Resources Specialist Chief Negotiator

Michael Boucher, MSN. RN-

Chief Negotiator

M. Eric Rodgers, FNP, PHD, BC Member

Beverly J. Thorp, MS, APRN, BC. FNP

Member

Joan Spoden-Fenster RN, MA Member

Diana Bialkowski, MS, RN, BC, APN Member

Diana Brum Es

Connie Haseloh, RN

Member

Member

Jennifer Smith, Human Resources Specialist

Member

Marsha Joyce, BSN, RN

Member

AGENCY HEAD APPROVAL

GORDON H. MANSFIELD

ACTING