

LABOR-MANAGEMENT AGREEMENT BETWEEN

**THE DEPARTMENT OF VETERANS AFFAIRS,
VA MEDICAL CENTER MILWAUKEE, WI**

-AND-

**THE WFNHP VETERANS AFFAIRS STAFF NURSE COUNCIL LOCAL 5032,
AFT, AFL-CIO**



**Wisconsin Federation
of Nurses & Health
Professionals** AFT,
AFL-CIO



A Union of Professionals

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TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	PREAMBLE	1
2	UNIT OF RECOGNITION	1
3	GOVERNING LAWS AND REGULATIONS	1
4	MANAGEMENT RIGHTS	2
5	EMPLOYEE RIGHTS	2
6	ROLE OF THE REGISTERED NURSE (RN)	4
7	ADVANCED PRACTICE RNs (APRNs)	4
8	UNION RIGHTS AND RESPONSIBILITY	4
9	OFFICIAL TIME	7
10	STEWARDS	8
11	OFFICIAL FACILITIES	8
12	DUES DEDUCTION	9
13	SENIORITY	10
14	LABOR-MANAGEMENT FORUMS (LMFs)	11
15	LABOR MANAGEMENT RELATIONS TRAINING	11
16	COMMUNICATION AND COOPERATION	12
17	WFNHP REPRESENTATION ON COMMITTEES	13
18	NURSE PROFESSIONAL STANDARDS BOARD (NPSB)	13
19	NURSE QUALIFICATION STANDARDS (NQS) AND PROFICIENCY REPORTING	14
20	PROFESSIONAL DEVELOPMENT AND EDUCATION	15
21	UNIFORMS, DRESS CODE AND PROFESSIONAL IDENTIFICATION	15
22	RN RECOGNITION AND AWARDS	17
23	OFFICIAL RECORDS	17
24	SURVEILLANCE AND MONITORING	18
25	INVESTIGATIONS	20
26	NON-DISCIPLINARY, DISCIPLINARY, AND MAJOR ADVERSE ACTIONS	21
27	GRIEVANCE PROCEDURE	24
28	ARBITRATION	27
29	ALTERNATIVE DISPUTE RESOLUTION (ADR)/MEDIATION PROGRAM	28
30	EQUAL EMPLOYMENT OPPORTUNITY (EEO)	29
31	REASONABLE ACCOMMODATION	29
32	EMPLOYEE ASSISTANCE PROGRAM (EAP)	30
33	FITNESS FOR DUTY	31
34	DRUG TESTING	31
35	WORKPLACE INJURIES	32
36	STAFFING	33
37	WORK UNIT	34
38	WORK SCHEDULES	34
39	OVERTIME AND COMPENSATORY TIME	36
40	WORK ASSIGNMENTS AND OBJECTIONS TO WORK ASSIGNMENTS	37
41	TEMPORARY ASSIGNMENTS: FLOATS AND DETAILS	37

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
42	VACANCIES	39
43	APPOINTMENT AUTHORITY CHANGES UNDER TITLE 38	40
44	ANNUAL LEAVE AND HOLIDAYS	40
45	SICK LEAVE	43
46	LEAVE WITHOUT PAY (LWOP) AND EXCUSED ABSENCE (TARDINESS)	44
47	OTHER LEAVE CATEGORIES	44
48	CHILD CARE	45
49	SAFETY AND HEALTH	45
50	PARKING	46
51	ALTERNATIVE WORKPLACE ARRANGEMENTS (TELEWORK)	46
52	MISCELLANEOUS	46
53	RESEARCH	47
54	CONTRACTING RN WORK	47
55	CONSOLIDATING OR CLOSING WORK UNITS	48
56	EFFECTIVE DATE, DURATION, AMENDMENTS AND DISTRIBUTION	48
Appendix A	SAMPLE GRIEVANCE FORM	50
---	SIGNATURE PAGE	51
---	INDEX	52

ARTICLE 1: PREAMBLE

- A. **PARTIES TO THE AGREEMENT.** The parties to this Agreement are the Department of Veterans Affairs Medical Center Milwaukee, Wisconsin, hereafter referenced as "Medical Center," "Employer," or "Management" and the Wisconsin Federation of Nurses & Health Professionals, Veterans Affairs Staff Nurse Council, Local 5032, AFT, AFL-CIO hereafter referenced as "WFNHP" or the "Union," for itself and on behalf of the bargaining unit employees identified in Article 2, *Unit of Recognition*.
- B. **PURPOSE.** The parties recognize that the orderly efficient and continuous progress of this Veterans Affairs Medical Center is in the public interest. Therefore, Management and WFNHP agree to foster employee-Management cooperation, promote and improve the efficient administration of the Medical Center, and ensure RNs have the opportunity through their WFNHP representatives to participate in the formulation of local policies, practices and matters affecting conditions of employment consistent with applicable laws and regulations.
- C. **OBJECTIVES AND COMMITMENT.** The parties agree that a constructive and cooperative working relationship between Labor and Management is essential to achieving the VA's mission and ensuring a quality working environment for all RNs. The parties recognize that this relationship must be built upon a foundation of trust, mutual respect, and a shared responsibility for organizational success. Accordingly, the parties agree to work together through this Agreement to identify problems and craft solutions, enhance productivity, promote a high-quality, desirable work environment for the best nursing practice, more effective recruitment/retention of RNs, and deliver the best quality of service to our nation's Veterans. Management and WFNHP, on behalf of the bargaining unit employees it represents, accept responsibility for abiding by the provisions contained in this Agreement. This responsibility extends to negotiating in good faith and working toward resolving issues and disputes. On issues that carry an obligation to bargain under the Federal Service Labor Management Relations Statute (5 USC Chapter 71), the parties agree that discussion will occur at the earliest opportunity.

ARTICLE 2: UNIT OF RECOGNITION

- A. **EXCLUSIVE REPRESENTATION.** Management recognizes WFNHP as the sole and exclusive representative for all Registered Nurses (RNs) employed at the Medical Center as declared in the Certification of Representative dated May 25, 1980, issued by the Federal Labor Relations Authority (FLRA) in case No. 5-RO-44.
- B. **BARGAINING UNIT.** The bargaining unit to which this Agreement applies is composed of all RNs employed at the Milwaukee VA Medical Center, including Advanced Practice Registered Nurses (APRNs). The bargaining unit excludes management officials, supervisors, other professional employees, and all non-professional employees.
- C. **NOTICE TO RNs.** Management will inform RNs eligible for inclusion in the bargaining unit of WFNHP's exclusive status.

ARTICLE 3: GOVERNING LAWS AND REGULATIONS

A. RELATIONSHIP TO FEDERAL LAWS AND REGULATIONS

1. This agreement is governed by applicable federal laws, federal regulations, and VA or VHA policies and/or directives.
2. Pursuant to 38 USC 7422, collective bargaining by RNs appointed under Title 38 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 RN compensation. The term "professional conduct or competence" means matters involving direct patient care or clinical competence. The parties agree that 38 USC 7422 shall govern every Article and section of this Agreement, and that this Agreement will be interpreted in a manner consistent with this statute.

B. RELATIONSHIP TO MEDICAL CENTER POLICY

1. If there is a direct conflict between this Agreement and any Medical Center policy, then this Agreement will govern except where contrary to law or regulation. However, those portions of the Medical Center's policies which do not directly conflict with this Agreement will remain in force.
2. All Medical Center policies including, but not limited to, standard operating procedures, and guidelines which affect personnel policies, practices or working conditions of RNs will not be added, eliminated or modified without bargaining as appropriate when such a duty to bargain is triggered by 5 USC Chapter 71.
3. Nothing in this Article is intended to waive WFNHP's right to demand to bargain, or to satisfy Management's obligation to bargain upon demand, over any change in working conditions when such a duty to bargain is triggered pursuant to 5 USC Chapter 71.

ARTICLE 4: MANAGEMENT RIGHTS

- A. Nothing in this Agreement shall affect the authority of any Management official to determine the mission, budget, organization, number of employees, internal security practices of the Employer; and in accordance with applicable laws to hire, assign, direct, layoff, and retain employees; or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; to assign work to make determinations with respect to contracting out, and to determine the personnel by which VA operations shall be conducted; or with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion; or any other appropriate source, and to take whatever actions may be necessary to carry out the mission of the VA during emergencies.
- B. Nothing in this Agreement shall preclude the Medical Center from negotiating, at its election, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work.
- C. Management accepts full responsibility for its decisions in matters of staffing and in assigning and directing Medical Center employees.

ARTICLE 5: EMPLOYEE RIGHTS

- A. **RIGHTS TO WFNHP MEMBERSHIP.** RNs who are members of WFNHP shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join and assist WFNHP, or to refrain from such activity. Bargaining unit RNs will be permitted to exercise their statutory and contractual rights which include, but are not limited to, consulting with WFNHP, filing a grievance or other complaint, asking for WFNHP representation, participating in WFNHP, and acting as a designated representative without fear of penalty or reprisal. This right shall extend to participation in all WFNHP activities including service as officers or representatives. Management shall not encourage or discourage membership in WFNHP.
- B. **NON-DISCRIMINATION.** No RN will be discriminated against, by either Management or WFNHP, on the basis of his or her race, color, religion, gender, age (over 40), national origin, sexual orientation, non-disqualifying physical or mental handicap, marital status, or lawful political affiliation. All parties deserve to be treated with common courtesy and consideration normal in an employer-employee relationship. Management shall not discipline or otherwise discriminate against any RN because he or she has filed a complaint or given testimony under 5 USC Chapter 71.
- C. **NON-PARTICIPATION.** Nothing in this Agreement shall require an RN to become or remain a member of WFNHP or pay money to WFNHP except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

- D. **REPRESENTATION.** Nothing in this Agreement shall restrict or hinder aggrieved RNs and their WFNHP representative(s) from their right to meet and confer, at reasonable times, with respect to personnel policies and practices and matters affecting other general conditions of employment.
- E. **CHOICE OF REPRESENTATION.** Bargaining unit RNs have the right to seek resolution of matters in accordance with applicable laws, regulations and/or VA policies. RNs are free to choose or not choose their own representation. However, any grievance action must be initiated and processed according to the negotiated grievance procedure contained in Article 27, *Grievance Procedure*. An RN's representative in the negotiated grievance procedure must be a WFNHP representative or an individual appointed by the WFNHP as its representative. Nothing in this Agreement is intended to interrupt day-to-day supervisor-employee communication.
- F. **MEETINGS WITH WFNHP.** RNs, individually and collectively, can request a meeting with WFNHP to discuss RN representational issues, but only Management can allow RNs to meet on duty time, and determine the number of RNs to be released and the time of the release. These requests will not be arbitrarily denied. Subject to Management approval, RNs will be allowed to attend a meeting with other RNs and WFNHP, and/or Management representatives to discuss these concerns while on duty. These meetings may be staggered or several meetings scheduled to allow all interested staff to attend. When RNs meet with WFNHP during designated lunch and break periods, Management approval is not needed; however, such meetings will not extend lunch or break periods. The right to meet with WFNHP officials to discuss appropriate issues includes the right to meet in nearby non-work areas. Such meetings will not interfere with patient care or VA operations.
- G. **WEINGARTEN RIGHTS.** RNs have the right to WFNHP representation during any examination of the RN by a Management representative in connection with an investigation if the RN reasonably believes the examination may result in disciplinary action against the RN and the RN requests Union representation. In most circumstances, when the RN requests WFNHP representation, Management should temporarily stop the questioning long enough to obtain a WFNHP representative and then continue the questioning after the WFNHP representative has arrived. Management also has the option of simply ending the meeting. In less usual circumstances, (e.g., when a steward is not available within a reasonable timeframe, when the allegations are serious or time sensitive, etc.), Management may offer the RN the option of continuing the meeting without a WFNHP representative or forego having the meeting which would mean the investigation would proceed without the RN's input. Management agrees to inform RNs annually of this right to request WFNHP representation. Notification will continue to be provided via the Annual Notice Flyer or other appropriate means as determined by Management.
- H. **WHISTLE-BLOWER PROTECTION.** Consistent with the Federal Whistleblower Protection Act, 5 USC 2302 (b)(8), RNs will be protected against reprisal for the disclosure of information not prohibited by law, rule, regulation or Executive Order, that the RN reasonably believes evidences a violation of law, rule or regulation, gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.
- I. **FIRST AMENDMENT RIGHTS.** When an RN speaks as a citizen about matters of public concern, Management may not impose speech restrictions on the RN unless the restrictions are necessary for Management to operate efficiently and effectively. However, when an RN makes statements pursuant to his or her official duties, he or she is not speaking as a citizen for First Amendment purposes, and the Constitution does not insulate his or her communications from discipline.
- J. **COPY OF AGREEMENT.** Management will supply each RN with a copy of this Agreement during New Employee Orientation (NEO). After NEO, RNs may request a copy of this Agreement by contacting WFNHP or the Human Resources office.
- K. **WORKING CONDITIONS.** RNs, individually and collectively, have the right to express themselves in an appropriate manner concerning improvement of work methods and working conditions without fear of reprisal. RNs have a right to working conditions that are safe, healthful, and lawful. This includes a work environment which is free from violence, threats, or harassment.

- L. **STORAGE SPACE FOR PERSONAL BELONGINGS.** Management will make every reasonable effort to provide for secure storage of personal belongings while the RN is on duty.

ARTICLE 6: ROLE OF THE REGISTERED NURSE (RN)

- A. Management agrees to attempt to provide the number of registered nurses and support staff it deems necessary through whatever means it determines appropriate.
- B. Both Management and the Union agree that the proper orientation of employees is conducive to a safe work environment. Toward this goal, orientation will be based on objective standards uniformly presented to all new employees. Management will attempt not to include employees in orientation as part of the normal staffing pattern.

ARTICLE 7: ADVANCED PRACTICE REGISTERED NURSES (APRNs)

- A. **BARGAINING UNIT STATUS.** APRNs are bargaining unit members covered by this Agreement. References to RNs throughout this bargaining agreement also apply to APRNs unless otherwise indicated.
- B. **DEFINITION.** For informational purposes only, an APRN is an RN who has completed a graduate-level education program in preparation for one (1) of three (3) APRN roles; passed a national certification examination and maintains certification; acquired advanced clinical knowledge and skills; whose practice builds on the competencies of registered nurses (RNs) by demonstrating greater knowledge, increased complexity of skills and interventions, and greater role autonomy; is prepared to assume responsibility and accountability for health promotion and/or maintenance as well as the assessment, diagnosis, and management of patient problems, including prescription of pharmacologic and non-pharmacologic interventions; has sufficient clinical experience to reflect the intended license; and has obtained a license to practice as an APRN in one of the following APRN roles:
 - 1. Certified Registered Nurse Anesthetist (CRNA)
 - 2. Clinical Nurse Specialist (CNS)
 - 3. Nurse Practitioner (NP)
- C. **CONTINUING EDUCATION.** The parties recognize the benefit of enabling APRNs to continue their education in order to deliver high quality patient care. Continuing education for APRNs will be administered in accordance with Article 20, *Professional Development and Education*.
- D. **APRN COUNCIL.** The APRN Council is part of Nursing Shared Governance. Subject to workload and staffing, APRNs will be afforded a reasonable amount of on duty time to prepare for and attend APRN Council meetings.

ARTICLE 8: UNION RIGHTS AND RESPONSIBILITY

A. WFNHP RIGHTS AND REPRESENTATION

- 1. **Exclusive Representation.** Management recognizes WFNHP as the exclusive representative of bargaining unit RNs. WFNHP has the exclusive right and responsibility to represent the interests of all RNs in the bargaining unit in negotiations and consultations with Management regarding the formulation and implementation of personnel policies, practices, and matters affecting conditions of employment. WFNHP must do so without discrimination and without regard to the RN's Union membership. WFNHP is responsible for representing the contractual interests of all RNs in the bargaining unit, regardless of membership status.

2. **Union Recognition.** Management will recognize the duly elected local officers and officials/representatives designated by WFNHP. WFNHP will designate its representatives by furnishing Management with a written list of officials, officers and representatives, including the President's designee for signing arbitration requests. Changes in designations will be provided as they occur.
3. **Meeting Arrangements.** Each party shall recognize and meet with the designated representative of the other party at mutually agreed upon times, dates, and places, that are reasonable and convenient.
4. **Weingarten Rights.** Consistent with 5 USC 7114(a)(2)(b), WFNHP will be allowed to be present and represent a unit RN at an examination by a Management representative in connection with an investigation if the RN reasonably believes that the examination may result in disciplinary/adverse action against the RN and the RN requests representation.
5. **Internal Union Matters.** Internal Union business, such as collecting dues, electing officers, attending Union meetings, or distributing Union literature, will not be conducted by RNs while on duty and will not interfere with VA operations or the normal assignments of employees.
6. **Non-Discrimination/Non-Interference.** Management will not restrain, coerce, discriminate against or interfere with any WFNHP representatives/officials, or RNs in the exercise of their contractual or statutory rights.

B. NEW RN ORIENTATION

1. One (1) WFNHP representative will be allotted up to twenty-five (25) minutes official time during New Employee Orientation for the purpose of explaining the functions of the Union and the RN's rights under this Agreement and may distribute materials to this effect. This time will not be used to solicit membership for the WFNHP or to distribute materials which directly solicit RN membership.
2. Management will provide WFNHP with notice of the date, time, and place of the New Employee Orientation and a list of new RNs including their projected work unit. Management will provide WFNHP advance notice of any changes in presentation time.
3. WFNHP officers and/or representatives may introduce themselves to RNs, including but not limited to, in break rooms, nursing stations, and the cafeteria. Such introductions will not interfere with patient care or VA operations.

C. CHANGES IN CONDITIONS OF EMPLOYMENT

1. **Formal Discussion.** Prior to meeting with RNs regarding changes to any personnel policy or practice or other general condition of employment, Management will provide WFNHP reasonable advance notice and afford WFNHP the opportunity to attend. All notifications shall be in writing and sent to the appropriate WFNHP official in hard copy or electronic format (*e.g.*, facsimile, email, *etc.*). Participation in committees and other such groups does not constitute official notice to the Union nor meet the obligations of this Article unless the parties otherwise agree.
2. **Demand To Bargain, Management-Initiated Changes.** WFNHP may demand to bargain proposed changes initiated by Management regarding the formulation and implementation of personnel policies, practices, and matters affecting conditions of employment. When appropriate, Management will meet its statutory obligation to bargain over its proposed changes. Demands to bargain must be provided to Management in writing and sent to the appropriate Management official in hard copy or electronic format (*e.g.*, facsimile, email, *etc.*).

3. **Demand To Bargain, WFNHP-Initiated Changes.** WFNHP may propose changes regarding conditions of employment or resolution of problems affecting the working conditions of the bargaining unit. When appropriate, Management will meet its statutory obligation to bargain over WFNHP proposed changes. Demands to bargain must be provided to Management in writing and sent to the appropriate Management official in hard copy or electronic format (e.g., facsimile, email, etc.).

D. INFORMATION REQUESTS

1. In accordance with 5 USC 7114(b)(4), Management will provide WFNHP, upon request, and to the extent not prohibited by law, with data that is normally maintained in the regular course of business, reasonably available, and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining and which does not constitute guidance, advice, counsel, or training provided for Management officials or supervisors, relating to collective bargaining.
2. When appropriate, Management will provide information requested under the provisions of this Article within a reasonable period of time and at no cost to WFNHP.
3. In the event the request is denied, Management will provide WFNHP with a written denial, which will identify the reason for the denial and title of the person denying the request.
4. If Management determines that the information or data requested is not reasonably available in accordance with 5 USC 7114(b)(4), WFNHP will be notified as soon as practicable. Similarly, if Management has any questions or concerns regarding information or data requested, it will contact WFNHP for clarification.
5. A report of gains and losses of RNs will be provided to WFNHP each pay period.
6. Upon request, Management will provide WFNHP with a listing of its bargaining unit members identified by position title, service computation date, FTE status, and current work unit.

E. SURVEYS AND QUESTIONNAIRES

1. Prior to collecting information from bargaining unit RNs through locally controlled surveys and questionnaires regarding conditions of employment, Management will give notification to WFNHP. Notification will generally include a copy of the survey.
2. Participation in the surveys will be voluntary unless the parties agree to require participation. If participation in the survey is required, reasonable duty time will be afforded to RNs to take the survey.
3. RN responses will be confidential and anonymity protected, unless the parties agree otherwise.
4. Upon request, the results of locally controlled surveys and questionnaires which collect information from bargaining unit RNs on conditions of employment will be shared with WFNHP. If a third party conducts a survey which collects information from bargaining unit RNs on conditions of employment and the results are distributed to Management, the results will be shared with WFNHP. Management may also share results of locally controlled and third party surveys with bargaining unit RNs.

- F. **RN EXIT INTERVIEWS.** When RNs leave employment for any reason, they may choose to meet with WFNHP. WFNHP will be included on the clearance checklist as an optional step for RNs to clear station.

ARTICLE 9: OFFICIAL TIME

- A. **OFFICIAL TIME FOR REPRESENTATIONAL FUNCTIONS.** Union officers and officials in an official duty status, shall be permitted reasonable time during working hours, without loss of pay or leave, to effectively perform their representational functions. Union representatives will guard against using official time unnecessarily. Management may grant official time for the purposes of all representational activities, including but not limited to:
1. **General Labor-Management Relations.** This includes such activities as meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union representatives, and union participation in formal meetings and investigative interviews;
 2. **Dispute Resolution.** This includes time used to process grievances up to and including arbitrations and to process appeals of bargaining unit employees to the various administrative agencies such as the FLRA and FSIP and, as necessary, to the courts;
 3. **Mid-term Negotiations;** and
 4. **Term Negotiations.**
- B. **OFFICIAL TIME FOR OFFICE HOURS.**
1. This section will expire one (1) day prior to the initial three (3) year term of this agreement, unless mutually extended in writing by the parties.
 2. Subject to staffing and workload, Management will authorize WFNHP no more than eight (8) hours of official time two (2) times per week (Monday through Friday) for the purpose of staffing the WFNHP Union office. Scheduled office hours allow WFNHP to establish a consistent presence and are intended to enable WFNHP to carry out its representational functions and be available to Management. Sixty (60) days prior to the beginning of each fiscal quarter, WFNHP will provide Management with the office hour staffing schedule to include the name of the representative staffing the office and the hours the WFNHP office will be staffed. WFNHP should rotate staffing of the office to minimize impact to operations. Union representatives staffing the Union office are responsible for coordinating official time with their supervisor prior to WFNHP submitting the staffing schedule.
 3. Changes to the quarterly office hour staffing schedule can be made in emergent circumstances, subject to staffing and workload. If Management determines a change to the office hour staffing schedule is necessary, it will notify WFNHP in order to afford WFNHP the opportunity to find alternate coverage. If WFNHP determines a change to the office hour staffing schedule is necessary, Management will consider such changes subject to staffing and workload.
- C. **INTERNAL UNION BUSINESS.** No WFNHP representative shall use official or duty time to conduct internal Union business, such as collecting dues, electing officers, attending union meetings or distributing union literature.
- D. **OFFICIAL TIME FOR LABOR-MANAGEMENT RELATIONS TRAINING.** Official time for Labor-Management Relations Training shall be granted in accordance with Article 15, *Labor-Management Relations Training*.
- E. **ACCESS TO WORK AREAS.** WFNHP representatives may visit work areas consistent with their representational duties. WFNHP representatives must obtain Management approval prior to visiting a work area to conduct representational functions. Patient privacy must be respected at all times and the representatives will not cause any disruption to patient care or VA operations.

- F. **TRAVEL.** Official time is appropriate for travel when representational duties are required at another location. WFNHP officials on Management-approved travel are entitled to travel pay and per diem when appropriate consistent with applicable laws, regulations, and policies.
- G. **PROFICIENCY REPORT/REASSIGNMENT.** An RN's use of official time will not affect his or her proficiency report or result in reassignment or change in position. A WFNHP official has the right to apply and be considered for positions for which he or she is qualified regardless of union status.

ARTICLE 10: STEWARDS

- A. A Union Steward has the authority to represent RNs in accordance with the terms and procedures provided in this Agreement, when requested by an RN. A Steward will be made available for all tours within a reasonable timeframe. Only one (1) Union representative will be allowed in a meeting between an RN and Management concerning a labor-management issue, unless the parties agree otherwise.
- B. The Union will keep Management informed, in writing, of the names of all Stewards annually by the first week of January, and as changes occur. Up to four (4) Union Officers may also serve as Stewards, but must be designated as such. Only Stewards or authorized WFNHP representatives are allowed to represent RNs in labor-management matters.
- C. The Union will designate one (1) Chief Steward, one (1) Alternate Chief Steward, and up to ten (10) Stewards. The Union will not select more than two (2) Stewards from any work unit. The total number of Stewards shall not exceed sixteen (16) (*i.e.*, four (4) Union Officers designated as Stewards, one (1) Chief Steward, one (1) Alternate Chief Steward, and ten (10) Stewards).
- D. The Steward will obtain Management's permission to leave the work area and will indicate the probable location to be visited. The Steward will, prior to a discussion or investigation of a grievance, contact Management, advise of the purpose of the visit, and obtain Management's permission to meet with the RN. Such permission will normally be granted in the absence of compelling circumstances to the contrary, and will normally be granted as soon as possible. Upon return to the work site, or duty assignment, the Steward and RN will inform Management of their return.
- E. The Union agrees that the Stewards are in no way relieved of any their responsibilities as Medical Center employees, and are expected to observe all instructions, established policies, procedures, rules, and regulations, professional and legal standards, and commonly accepted standards of personal conduct, and will discharge their duties and activities in a professional and responsible manner. It is understood that the work of the Medical Center and service to patients are the primary concerns, and requests for time to investigate grievances will be considered in the light of conditions existing at the time.
- F. Authorized time for union activity will be recorded by the union representative and submitted to their Supervisor.
- G. Management agrees to recognize the duty elected or appointed officers and Stewards of the Union, and agrees to meet with them at mutually agreeable times.

ARTICLE 11: OFFICIAL FACILITIES

- A. **OFFICE SPACE.** Management will provide office space to WFNHP for carrying out its official business. The continued use of the designated office space is contingent upon the Medical Center's immediate space needs and the proper maintenance and use of such office space by WFNHP. If WFNHP office space must be vacated due to Medical Center needs, Management will make reasonable efforts to provide alternative office space and, whenever possible, provide WFNHP with reasonable advance notice and bargain as required pursuant to 5 USC Chapter 71. Management will provide normal maintenance, painting, repairs, and utilities required for all office space in the Medical Center in keeping with the décor, maintenance and upkeep of the Medical Center.

- B. **ACCESS TO WFNHP OFFICE.** Management will restrict access to the WFNHP office except for cleaning, safety inspections, or law enforcement purposes. Management will notify WFNHP prior to granting access for other reasons, unless there is an emergent issue.
- C. **BULLETIN BOARDS.** Management will provide space on Official Bulletin Boards to WFNHP for the posting of Union information. WFNHP must show material to Management prior to posting. If material is dated, it may remain posted for a period of two (2) weeks. If material is not dated, it may be posted indefinitely as long as it remains current and does not give the appearance of being old, soiled, or untidy. Posted material will be reasonable in size, appropriate, and will not contain propaganda or attacks upon any person, group, organization, or activity of the Federal Government. Posted notices or literature will be properly identified as material of the labor organization and state that it is not endorsed by the VA.
- D. **WFNHP DISTRIBUTION OF LITERATURE.** WFNHP may distribute appropriate literature provided it takes place outside the duty hours of the employees distributing and receiving the literature. Such distribution will not impede access to the Medical Center, create an unfavorable impression or safety hazard, or otherwise interfere with the operation of the Medical Center or its personnel. The distribution will not take place in direct patient care and treatment areas. WFNHP may place literature in existing posting areas normally used for communicating with bargaining unit employees provided the placement is consistent with safety and housekeeping requirements. Notices or literature, however disseminated, will be properly identified as material of the labor organization and state that it is not endorsed by the VA.
- E. **OFFICE EQUIPMENT AND SUPPLIES.** Management will supply WFNHP with standard office equipment and supplies at no cost. As new technology becomes available, Management will update the equipment consistent with other administrative offices. Union officers and representatives who are current VA employees will have access to the VA computer network, interoffice mail system, and telephone service for communication which will be of mutual benefit such as communication with Management and grievance processing. Under no circumstances will Medical Center manpower, equipment or supplies be used in support of internal Union business.
- F. **ADDITIONAL EQUIPMENT AND SERVICES.** WFNHP may request the following and such requests will not be unreasonably denied:
 - 1. Up to two (2) Voice Over Internet Provider (VOIP) phones.
 - 2. Remote computer access.
- G. **WFNHP WEBSITE ACCESS.** Management will provide a link to the WFNHP website on the VAMC Milwaukee intranet; however this agreement does not constitute endorsement by Management of WFNHP or the content of its website. Management reserves the right to remove the link should the content of WFNHP's website conflict with the mission of VAMC Milwaukee.
- H. **USE OF EQUIPMENT AND SERVICES.** Use of all equipment and services provided by Management must comply with current VA policies and procedures. Violation of policies and procedures may result in the removal of improperly used equipment and/or services.

ARTICLE 12: DUES DEDUCTION

- A. **GENERAL.** Nothing in this Agreement shall require an RN to become or remain a member of WFNHP or pay money to WFNHP except pursuant to a voluntary, written authorization by the RN for the payment of dues through payroll deductions.
- B. **PROCEDURES FOR DUES WITHHOLDING.** Dues will be deducted following the process outlined in this section.
 - 1. A bargaining unit member wishing to have dues withheld by payroll deduction will submit a completed SF 1187, *Request for Payroll Deductions for Labor Organization Dues* to WFNHP.

2. WFNHP will certify the form and include the amount of dues to be withheld. WFNHP will forward the completed SF 1187 to VAMC Milwaukee Human Resources Office for processing.
 3. VAMC Milwaukee Human Resources Office will review the form for completeness and verify that the employee is in the bargaining unit.
 4. VAMC Milwaukee Human Resources Office will then submit the form to the Payroll Office for processing of the dues deduction.
 5. WFNHP will continue to receive a dues deduction amount list at the end of each pay period. If WFNHP stops receiving this list, they should immediately notify VAMC Milwaukee Human Resources.
- C. **PROCEDURES TO TERMINATE DUES WITHHOLDING.** Dues withholding will be terminated following the process outlined in this section.
1. An RN wishing to terminate dues withholding will submit an SF 1188, *Cancellation of Payroll Deductions for Labor Organization Dues*, to WFNHP or VAMC Milwaukee Human Resources Office within the first two (2) full pay periods prior to the effective anniversary date of the RN's most recently filed SF 1187. The effective anniversary date shall be the first day of the pay period the RN first had dues deducted from his or her paycheck.
 2. VAMC Milwaukee Human Resources Office will promptly forward copies of the SF 1188 received directly from RNs to WFNHP. Similarly, WFNHP will promptly forward copies of SF 1188 received directly from RNs to VAMC Milwaukee Human Resources Office.
 3. VAMC Milwaukee Human Resources Office will then submit the SF 1188 to the payroll office for processing. Time permitting, dues deductions will ordinarily stop within the pay period of the RNs effective anniversary date.
- D. **CHANGES IN DUES AMOUNT AND COSTS**
1. When there is a change to the dues structure, WFNHP will notify the VAMC Milwaukee Human Resources Office in writing noting the change(s). VAMC Milwaukee Human Resources Office will forward the new amount to be deducted to the payroll office for processing. Time permitting, the new amount will ordinarily be deducted beginning the first pay period after the payroll office receives the notification, unless a later date is specified by WFNHP or on the SF 1187.
 2. All payroll deductions and transmittals shall be made at no cost to the WFNHP or RNs.

ARTICLE 13: SENIORITY

A. SENIORITY DEFINITION

1. Seniority is determined by one's Service Computation Date (SCD). Ties in SCD shall be broken in the following order:
 - a. By comparing RNs' birth months (earlier month has greater seniority); if still tied, then,
 - b. By comparing RNs' birth days of the month (earlier day of the month has greater seniority), if still tied, then,
 - c. By drawing of lots conducted by WFNHP.
2. This Article does not cover Reduction in Force (RIF) procedures.

B. SENIORITY ROSTERS

1. Management will provide WFNHP with seniority rosters not later than December 15th and June 15th of each year.
2. Seniority rosters will also be attached to the leave signup forms distributed on January 1st and July 1st of each year. Additionally, once the leave signup process is completed, the seniority lists shall be available to RNs.
3. In the event that WFNHP or an RN believes an RN's seniority date is improperly identified in this roster, WFNHP and/or the RN is responsible for identifying the error upon receipt of the roster or when WFNHP or the RN first becomes aware of the error.

ARTICLE 14: LABOR-MANAGEMENT FORUMS (LMFs)

- A. The Medical Center's Labor-Management Forum (LMF) was established in response to Executive Order (EO) 13522, which calls for Management, Unions, and employees to work together to improve the delivery of high quality services to the American people. The LMF is designed to help identify problems and propose solutions to better serve Veterans and fulfill the Agency's mission.
- B. On November 3, 2011, Management, WFNHP, AFGE, and SEIU signed an LMF Charter Agreement which established an LMF at this Medical Center. The LMF Charter Agreement complies with EO 13522 and allows WFNHP to engage in pre-decisional involvement. Pre-decisional involvement is a term that 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 without regard to whether those matters are negotiable subjects of bargaining under 5 USC 7106.
- C. Nothing in this Article is intended to alter the terms and conditions of the LMF Charter Agreement dated November 3, 2011.
- D. Management agrees it will continue to afford WFNHP the opportunity to have pre-decisional involvement through the Medical Center's LMF so long as EO 13522 remains in effect. If EO 13522 is revoked or amended so that LMFs or pre-decisional involvement are no longer required, it is the intent of Management and WFNHP to continue to encourage effective labor management cooperation.
- E. If the parties identify the need to establish an LMF exclusively for WFNHP and Management to discuss nursing-specific issues, Management and WFNHP may mutually agree to do so, regardless if EO 13522 is in effect.
- F. Participating in LMFs may eliminate the need for formal bargaining, but is not a waiver of formal bargaining rights of either party under law or regulation.
- G. Subject to staffing and workload, Management will not interfere with WFNHP's involvement in the VISN LMF.
- H. Management is responsible for costs associated with the Medical Center's LMF.

ARTICLE 15: LABOR MANAGEMENT RELATIONS TRAINING

A. LABOR MANAGEMENT RELATIONS TRAINING

1. **Mutual Benefit.** Labor Management Relations (LMR) training is of mutual benefit when it covers appropriate areas such as contract administration, joint contract training, interest-based bargaining, and other labor-management relations issues.
2. **Types of LMR Training.** Subject to Management approval, bargaining unit RNs may attend:

- a. Joint LMR training (presented jointly by Management and WFNHP);
- b. WFNHP sponsored LMR training; and/or
- c. Third party LMR training.

B. JOINT LMR TRAINING

1. **Duty Status.** Bargaining unit RNs attending joint LMR training during their regularly scheduled hours will be on duty time. WFNHP representatives conducting joint LMR training during their regularly scheduled hours will be on official time.
2. **Scope of Training.** Joint LMR training will be provided by mutual agreement of the parties. The topic, nature, amount, and scheduling of the joint LMR training will be agreed to by the Parties. This training does not preclude separate training by either party.
3. **Training Materials.** All training materials will be prepared jointly. Management will be responsible for making copies of training materials which the parties agree are necessary.

C. WFNHP SPONSORED LMR TRAINING

1. **Purpose.** The purpose of WFNHP sponsored LMR training is to enable Union representatives to carry out their permitted representational functions and to train staff RNs on labor management relations issues which are of mutual benefit.
2. **Attendance at WFNHP Sponsored Programs.** Management agrees to grant Authorized Absence (AA) for RNs designated by WFNHP for the purpose of attending WFNHP sponsored LMR training, including but not limited to conventions, provided that the events are of mutual benefit to both parties. Management's approval of AA is subject to workload and staffing needs. A maximum total of 280 hours annually will be granted to the Union for this purpose. Unless mutually agreed to, such leave must be requested in writing, at least twenty-one (21) days in advance, and signed by the Union President. Requests must include an agenda or notice of the program, and a brief statement of the content of the program, its duration, and its relationship to labor management relations. Additionally, when the 280 hours of AA has been exhausted or when AA is not appropriate under C.3 of this article, RNs may request annual leave or leave without pay to attend such programs. Management will approve these requests subject to workload and staffing needs.
3. **Internal Union Business.** WFNHP sponsored LMR training that relates to internal union business will not be conducted or attended while on authorized absence, official time, or duty time.

D. THIRD-PARTY SPONSORED TRAINING. Training sponsored by third parties (such as Federal Labor Relations Authority) and which is of mutual benefit may be considered an appropriate use of authorized absence or official time, subject to Management approval. Requests for third-party training are subject to and must be processed under Sections C.2 and C.3 of this article.

ARTICLE 16: COMMUNICATION AND COOPERATION

A. The parties agree that quality of service rendered is of primary concern to both, and that improved communication and cooperation between the parties can contribute to the solution of mutual problems, both in employee relations and quality of care rendered by those employees. Representatives of each party will meet every other month to discuss labor-management issues. Such meetings may be mutually canceled. During the alternate month the Recruitment and Retention Committee will meet to identify the strengths and weaknesses of recruitment and retention of nursing personnel. Recommendations for improvement will be made to Management. The Union shall be allowed to invite any individual or individuals (within the bargaining unit) they choose, not to exceed ten (10) people including Union officials and representatives. Such meetings may be mutually canceled.

- B. All non-employee representatives of the Union will inform the Chief, Personnel Service, of their presence on station, prior to conducting any Union business. All non-employee representatives of the Union may participate in activities that come under the scope of this Agreement as long as Management has been notified forty-eight (48) hours in advance of their arrival on station, when the purpose of the visit is to conduct or participate in an activity other than that of a routine nature. Such activities may include, but not be limited to recruitment campaigns.

ARTICLE 17: WFNHP REPRESENTATION ON COMMITTEES

- A. WFNHP may request to be represented on Milwaukee VA Medical Center committees, initiatives, and task force groups that impact working conditions of bargaining unit RNs. While serving on committees in a representational capacity, WFNHP representatives will be on official time provided they are otherwise on duty during their regularly scheduled tour.
- B. WFNHP's participation on committees may eliminate the need for formal bargaining. However, unless mutually agreed to, such participation will not be considered bargaining or a waiver of bargaining rights of either party.
- C. Nothing in this Article is intended to alter current WFNHP participation and membership on committees, initiatives and task force groups.

ARTICLE 18: NURSE PROFESSIONAL STANDARDS BOARD (NPSB)

- A. **AUTHORITY.** The Nurse Professional Standards Board (NPSB) is the professional body that provides peer review of all professional registered nursing personnel, except Certified Registered Nurse Anesthetists (CRNA). NPSB is a peer review process and subject to 38 USC 7422 which is excluded from collective bargaining. The NPSB process is guided by VA Handbook 5005, *Staffing*. Interpretive guidelines and tools are available on the Office of Nursing Service (ONS) NPSB website to assist with the application of VA Handbook 5005.
- B. **NURSE PROFESSIONAL STANDARDS BOARD (NPSB)**
 - 1. The function and composition of the facility NPSB will be in accordance with VA policy, which sets the procedure by which RN members of the NPSB are recommended by the Associate Director for Patient Care Services and appointed by the Medical Center Director. WFNHP may recommend bargaining unit RNs for appointment to the NPSB. Such appointments are made without regard to bargaining unit membership. The Medical Center Director has the authority to approve or terminate membership on the facility NPSB.
 - 2. RNs appointed as members of the NPSB serve as impartial representatives of the Medical Center and VHA. Appointees must set aside the interests of their assigned work unit or Division in order to represent the Medical Center as a whole.
 - 3. Management will publish the membership and appointment date of the NPSB and update the information as changes in board membership occur.
 - 4. Management recognizes the importance of peer review and will make a good faith effort, consistent with staffing and workload, to ensure that RNs who are appointed to the facility NPSB will be allowed the time and opportunity to participate in assigned meetings and duties of membership.

- C. **SUMMARY REVIEW BOARD (SRB) – RN’S RIGHT TO PERSONAL REPRESENTATIVE.** Summary reviews deal with issues related to professional competence or conduct during an RN’s probationary period. When an RN is the subject of an SRB, the RN is entitled to a personal representative of his or her choice, provided the choice would not create a conflict of interest. Therefore, a WFNHP representative is not entitled to be present at a summary review except when serving as the RN’s personal representative. The representative’s role is limited to assisting the RN in exercising the right to reply in writing and/or in person. The RN’s personal representative may assist in preparing any written response. The personal representative may also assist the RN in providing a verbal response to the Board, but may not speak on behalf of the RN. The personal representative must protect the confidentiality of any information to which they have access in connection with a board hearing.
- D. **RN BOARDING.** Management retains the discretion to determine when RN boarding will take place. Generally, Grade I and II will be boarded annually at their anniversary date of grade. Grade III will have a onetime review for scope and complexity for promotional consideration to Grade IV. Management will notify each RN of the recommendations of the NPSB action in writing. If the board does not recommend promotion, the notification will include the specific elements not met, and the reconsideration and/or appeals processes. Upon the RN’s request, managers or their designee will conduct in-person meetings with the RN regarding the board action.

ARTICLE 19: NURSE QUALIFICATION STANDARDS (NQS) AND PROFICIENCY REPORTING

- A. **GENERAL.** The VA Nurse Qualification Standards define the performance, experience and education requirements for an RN to be appointed to and promoted. The performance of RNs will be measured using the VA Nurse Qualification Standards (NQS). The proficiency reporting system for RNs measures the degree to which an individual RN meets the appropriate qualification standard. Management and WFNHP agree that 38 USC 7422 provides that negotiating and grievances over peer review are not appropriate.
- B. **PROFICIENCY REPORTING.**
1. Management and WFNHP agree that it is mutually advantageous to assure that RNs are informed of the processes that affect his or her proficiency and/or career advancement. Management will provide education and information and ensure that RNs have access to the NQS. For further information, RNs can refer to VA Handbook 5005/27 and VA Handbook 5013, Part II.
 2. Management officials are responsible for evaluating the proficiency of RNs they supervise, counseling RNs to improve the quality of service and to correct deficiencies, taking action if performance does not improve, and for explaining the proficiency rating system to RNs. An RN who is not supervised by another RN must have his or her proficiency reviewed by the Nurse Executive or the Nurse Executive’s designee.
 3. Each RN will be notified in advance of his or her proficiency due date consistent with VA policies and regulations. RNs have the right to provide, and should provide, input into their proficiency for the rating officials’ consideration and incorporation where appropriate. Each RN has the responsibility to participate in the development of his or her professional goals.
 4. Management will provide a copy of and orientation to the NQS, prior to initial appointment. Management will provide copies of the NQS for the RN’s current and/or next grade when the RN is promoted or changes position.
 5. Upon request, Management will provide additional training, education, or resources to support the RN’s effort to provide input prior to the completion of the proficiency. Failure of the RN to provide input should not delay the completion of the proficiency report.

6. Management and WFNHP agree that every effort will be made to provide timely proficiency reports to ensure professional growth and/or resolve performance problems. Management recognizes the importance of having proficiencies submitted to the NPSB in a timely manner consistent with VA regulations. Delay of a proficiency report will follow the guidance outlined in VA policy.
7. After an RN has had the opportunity to discuss and review the proficiency with the rating official, he or she may sign the report. Signing the report indicates the RN has seen the report and had an opportunity for discussion. If an RN disagrees with the proficiency rating after discussion with the rating official, he or she may submit concise comments concerning the proficiency report through the rating and approving officials for filing in the RN's eOPF. The RN may decline signing the proficiency report and if so the rater will indicate such on the proficiency report and forward it to HR.

ARTICLE 20: PROFESSIONAL DEVELOPMENT AND EDUCATION

- A. The parties recognize the benefit of training and education in the advancement of the career of the RN and in the advancement of the shared mission of providing the highest quality patient care.
- B. The Union will be permitted use of space in the Medical Center, if such space is not otherwise in use, to present its own professional continuing education programs. The Union's continuing education programs will not be a substitute for Management's programs and will be limited to members of the bargaining unit.
- C. Management acknowledges the role of the RN in preparing, leading, and delivering educational programs to enhance patient care and maintain professional credentials. To support this end, Management will work with RNs to identify mutually beneficial educational programs. Once identified and subject to staffing and workload, Management should allow RNs a reasonable amount of time on-duty time to prepare and present such educational programs.
- D. Approval for attendance at continuing education activities will be based on staffing needs, Medical Center training priorities, relatedness of the program to the RN's assignment, and assessment of the requested activity's value. RNs will be treated equitably.
- E. Upon request, RNs may be granted Authorized Absence (AA), Annual Leave (AL), or Leave Without Pay (LWOP) in order to participate in continuing education conferences relevant to their area of practice. The Medical Center will fully consider requests for AA, AL, or LWOP and, where appropriate, funding for RNs to attend such conferences, including per diem expenses, travel, and fees. RNs will follow the process for requesting funding and leave.
- F. Management will post a list of educational program notices on the Nursing Education Calendar on the Milwaukee VA Intranet. The list will state the program title, dates, time, place, and fees required for the program. Unit-specific education or training programs shall be posted on each unit in a conspicuous place.
- G. For those RNs interested in career development a Personal Development Plan (PDP) or its equivalent should be developed in conjunction with their supervisor/preceptor. Participation will be voluntary and non-participation will not adversely impact the RN's proficiency rating.

ARTICLE 21: UNIFORMS, DRESS CODE AND PROFESSIONAL IDENTIFICATION

- A. **GENERAL.** VHA Handbook 1850.04, *Employee Uniforms* contains the procedures for furnishing and servicing employee uniforms. Station Memorandum HRM-149, *Dress Code* also contains Medical Center guidelines and procedures on uniforms and apparel. Station Memorandum 006S-93, *Employee Picture Identification Cards (Personal Identity Verification (PIV) Cards and Physical Access Cards)* contains the policies and procedures for requesting and issuing picture identification cards. This article is intended to be consistent with these resources and should be read in conjunction with them.

B. WFNHP AFFILIATION. WFNHP has the right to distribute buttons, pins, etc. that solely identify WFNHP affiliation, for use by RNs in areas of the hospital where other buttons, pins, etc., of a similar size are allowed. Such distribution will not occur during duty hours.

C. UNIFORMS

1. If any changes to Station Memorandum HRM-149 are proposed which pertain to RN uniforms, Management will afford WFNHP the opportunity to bargain, as appropriate.
2. When Management requires an RN to change into a uniform after the RN arrives at the work location, Management will provide the RN up to ten (10) minutes of duty time at the beginning of the tour to change clothes. Similarly, when Management requires an RN to change out of a uniform before the RN leaves the work location, Management will provide the RN up to ten (10) minutes of duty time at the end of the tour to change clothes.
3. If the RN is assigned as a float or detail to an area that requires uniforms, Management will provide uniforms, as appropriate, for the duration of the assignment.
4. If Management requires an RN to wear a uniform, Management will provide the uniforms or offer a uniform allowance if appropriate for the position. RNs who purchase their own uniforms must ensure they are in compliance with VHA Handbook 1850.04 and Station Memorandum HRM-149.
5. Management will take reasonable steps to issue RNs uniforms of proper size.
6. Management will ensure RNs who are required to wear uniforms, but do not receive a uniform allowance, have access to a suitable number of uniforms appropriate for the work area. Under the automated exchange system, a minimum of three (3) sets of uniforms shall be issued to each RN. This minimum shall not be reduced unless bargained.
7. If an RN's uniform becomes soiled during his or her tour of duty, Management will loan a uniform to the RN, when available. RNs will be allowed a reasonable amount of time to change clothes when their clothing becomes soiled at work. The RN will return the loaned uniform as soon as possible, normally within three (3) days.
8. RNs may wear uniforms with the WFNHP insignia. Such uniforms must comply with VHA Handbook 1850.04 and the Dress Code.

D. DRESS CODE

1. If any changes to Station Memorandum HRM-149 are proposed which pertain to the RN dress code, Management will afford WFNHP the opportunity to bargain, as appropriate.
2. Management will determine whether an RN is in compliance with the Dress Code. When Management determines that an RN is not in compliance with the Dress Code, it may temporarily loan a suitable uniform to the RN instead of sending him or her home to change clothes. If the RN disagrees with Management's decision, he or she may request WFNHP representation. The request for representation will not be unreasonably denied. However, the RN must promptly comply with Management's direction to change clothing. Upon request, Management will discuss the matter with the WFNHP representative.

E. PROFESSIONAL IDENTIFICATION (Picture IDs and PIV Cards)

1. The party that purchases or supplies a badge holder device such as cords or lanyards that are worn around an RN's neck is responsible for ensuring that the devices have a safety breakaway feature to minimize the choking risk.

2. RNs may wear appropriate pins and/or buttons that identify them as VA employees or reflect recognition by the facility. Such pins or buttons will not obscure the view or function of name badges or identification cards and will comply with applicable laws and safety considerations.

ARTICLE 22: RN RECOGNITION AND AWARDS

- A. Award eligibility for RNs is governed by VA Handbook 5017, *Employee Recognition and Awards*, Medical Center Memorandum 00-40, *Employee Recognition and Awards Program*, and Medical Center Memorandum HRM-07, *Cash Awards for Registered Nurses*. This article is intended to be consistent with these resources. To the extent that this article is (or becomes) inconsistent with VA Handbook 5017 or the Medical Center Memoranda cited above, the VA Handbook and Medical Center Memoranda will take precedence over this article.
- B. It is the policy of the VAMC Milwaukee to recognize RNs who make contributions in support of the mission, organizational goals and objectives, and the strategic plan of the Medical Center. When Management recognizes and awards RNs for their contributions, it should do so in a consistent and equitable manner.
- C. The term "award" is a generic reference to the entire range of the forms of recognition available under the VA Employee Recognition and Awards Program; it includes cash, non-monetary, honorary, and time-off awards.
- D. Pursuant to local policy, the Nurse Professional Standards Board (NPSB) acts as a recommending body for certain awards that an RN may be eligible for such as Special Advancement for Achievement (*i.e.*, certification, publication), Special Advancement for Performance, and Exemplary Job Performance.
- E. The Rewards and Recognition Committee of this Medical Center manages the Special Use Awards programs. WFNHP may continue to designate a representative to serve on the Rewards and Recognition Committee.

ARTICLE 23: OFFICIAL RECORDS

A. GENERAL

1. When Management retains RN individually-identifiable information (III) or personally identifiable information (PII) in a system of records, such records will be maintained in accordance with applicable laws and regulations.
 2. All records with III or PII will only be viewed by or disclosed to officials who need it for the performance of their duties or as otherwise required by law. The RN will be notified within a reasonable amount of time after any episode of failure to provide for security of the records.
 3. All records with III or PII will be maintained in a secure manner whether or not those documents are maintained in a system of records.
- B. **ACCESS TO ELECTRONIC OFFICIAL PERSONNEL FOLDER (EOPF).** Official Personnel Folders (OPFs) provide the basic source of factual data about an employee and the employee's Federal employment. The OPF is maintained in electronic format and is available to each VA employee from any computer with internet access. All eOPFs are confidential. Each VA Employee may review his or her eOPF by accessing the eOPF website.

C. OTHER ACCESS TO RECORDS

1. Requests for access to (*i.e.*, look at or review), or copies of, III or PII need to be processed in accordance with all applicable laws and regulations. Upon written request, RNs or their representative designated in writing may gain access to, or copies of, their III or PII or any other information pertaining to them that is contained in any system of records or designated record set maintained by VAMC Milwaukee. Upon supervisory approval, such review may be permitted during normal duty hours. Requests for records are subject to Management approval in accordance with Medical Center Memorandum 00-251, *Privacy Policy*.
2. A person of the RN's own choosing may accompany the RN to review a record. A written statement is required from the individual authorizing discussion of the record in the accompanying person's presence.
3. A Management official must be present at all times during any in-person access to an RN's personal record to ensure the integrity of the record.
4. The RN or his/her representative designated in writing may receive, at no cost, one copy of the requested record if not previously supplied. Additional copies will be provided, however, there may be a charge in accordance with applicable fee schedules in effect at the time of the request.

D. USES AND MISUSES OF RN SOCIAL SECURITY NUMBERS AND IDENTIFICATION

1. Management shall safeguard the confidentiality of each RN's social security number.
2. Lists or documents requiring the use of the social security number and/or full birth date will be kept confidential and disclosed only on a job-related need-to-know basis or as required by law.
3. RNs will not be identified by their full or partial social security number on any publicly available lists, including but not limited to educational offering sign-in sheets.
4. Consistent with applicable laws and regulations and to the extent technologically feasible, RN health records accessible via the computer or paper will have the social security number and full birth date protected.

E. **CLARIFICATION OR REBUTTAL OF INFORMATION IN OFFICIAL RECORDS.** Every RN has the right to prepare and enter a concise statement of disagreement with, rebuttal to, or clarification of, any document filed in the eOPF.

F. **OUTDATED RECORDS.** Upon request, Management will work with an RN and his/her representative to explain the records retention timeframes and, if necessary, assist the RN in reviewing his/her eOPF to ensure any outdated records are purged.

G. **SUPERVISORY NOTES.** Only supervisory notes which are specific to individual RNs maintained under the employee's name, social security number, and/or any recognizable personal identifier are considered to be part of an official system of records.

ARTICLE 24: SURVEILLANCE AND MONITORING

A. **MANAGEMENT RIGHTS.** Management's right to determine its internal security practices under 5 USC 7106(a)(1) includes the authority to determine policies and practices designed to safeguard personnel, property, or operations. Management has the right to conduct surveillance and monitoring activities for the purpose of achieving its internal security objectives and/or maintaining the integrity of its data systems and records.

- B. **RIGHT TO PRIVACY.** There will be no monitoring of RNs in restrooms, locker rooms, changing rooms, or other such areas where an RN would have a reasonable expectation of privacy, unless Management has articulable reason(s) to believe that work-related misconduct or unlawful activity is occurring. In such cases, Management will follow appropriate procedures for properly authorizing the monitoring in accordance with applicable laws, regulations, VA policies and directives.
- C. **NON-INTERFERENCE.** Management recognizes the right of WFNHP to engage in legitimate representative and collective bargaining functions. Management will not conduct surveillance or monitoring activities of WFNHP's office unless there are legitimate safety concerns or reasonable suspicion of improper conduct or unlawful activity.
- D. **DUTY TO BARGAIN.** Where a duty to bargain is triggered under the Statute, Management will notify WFNHP in advance of any new or changed monitoring or surveillance programs which impact the working conditions of bargaining unit RNs. WFNHP will be given the opportunity to bargain, as appropriate.
- E. **PHOTOGRAPHS, DIGITAL IMAGES, VIDEO/AUDIO RECORDINGS.** It is VHA policy to respect the privacy of all persons consistent with the needs of operating a health care facility. Privacy protections on VAMC Milwaukee premises may vary according to the needs and purposes of different types of areas, the persons included, and the purpose of the production and use of photographs, digital images, and video or audio recordings. The processes for notifying persons and obtaining consent (if required) to overtly produce photographs, digital images, and video or audio recordings, and the process to authorize covert production of photographs, digital images, and video or audio recordings is contained in VHA Directive 1078(1), *Privacy of Persons Regarding Photographs, Digital Images, and Video or Audio Recordings*.
- F. **INFORMATION SYSTEMS MONITORING.** An RN who uses any government information system has no expectation of privacy in any records that he or she creates or in activities while accessing or using such information system. When Management monitors government information resources, it will do so consistent with VA policy, including but not limited to VA Handbook 6500, *Information Security Program*, or successor document.
- G. **NON-CRIMINAL SEARCHES OF DESKS, OFFICES, AND LOCKERS.** A search of an RN's desk, office, or locker by management is permitted without a search warrant when there are reasonable grounds for suspecting the search will reveal evidence that the RN is guilty of work-related misconduct (non-criminal). The search is also permitted if it is necessary for a non-investigatory, work-related purpose (such as to retrieve a needed file). RNs who are the subject of a search for misconduct-related reasons may request WFNHP representation. Management will not unreasonably deny the request, but such a request will not unduly delay the search. To the extent practical, management will take steps to protect the RN's privacy during the search.
- H. **MANAGEMENT SEARCHES OF PERSONAL ITEMS.** A search of an RN's person or personal items owned by the RN (e.g., handbags, briefcases, backpacks, etc.) may be permitted only on the basis of reasonable suspicion. The search must be limited to only those areas where the evidence is reasonably expected to be located. Ordinarily, an RN continues to have a reasonable expectation of privacy in the RN's personal belongings which the RN has brought into the workplace. However, when an RN stores work-related materials in their personal belongings his or her expectation of privacy is diminished (e.g., storing work files in a cabinet owned by and brought into the workplace by the employee).
- I. **SECURITY SCREENINGS.** Nothing in this article will restrict Management from establishing security screenings for individuals entering buildings on the Medical Center grounds. If Management establishes security screenings which affect RN rights, it will notify WFNHP and meet its statutory obligation to bargain the impact and implementation of that decision, as appropriate, pursuant to 5 USC Chapter 71.

ARTICLE 25: INVESTIGATIONS

A. INFORMAL INVESTIGATIONS

1. **Definition.** Informal investigations include routine fact-findings and preliminary inquiries by supervisors and other Management representatives.
2. **Right to WFNHP Representation.** RNs have the right to WFNHP representation during any examination of the RN by a Management representative in connection with an investigation if the RN reasonably believes the examination may result in disciplinary action against the RN and the RN requests Union representation. This is also referred to as Weingarten Rights. In most circumstances, when the RN requests WFNHP representation, Management should temporarily stop the questioning long enough to obtain a WFNHP representative and then continue the questioning after the WFNHP representative has arrived. Management also has the option of ending the meeting.

In less usual circumstances (*e.g.*, when a steward is not available within a reasonable timeframe, when the allegations are serious or time sensitive, *etc.*), Management may offer the RN the option of continuing the meeting without WFNHP representation or forego having the meeting which would mean the investigation would proceed without the RN's input.

B. FORMAL INVESTIGATIONS - ADMINISTRATIVE INVESTIGATION BOARDS (AIBs)

1. **Governing Authority.** The process and procedure for conducting formal investigations, known as Administrative Investigation Boards (AIBs), is governed by VA Handbook 0700, *Administrative Investigations*. VA Handbook 0700 is referenced here for informational purposes only.
2. **Exclusions.** AIBs do not include the following:
 - a. Quality assurance documents or information protected by 38 USC 5705;
 - b. Investigations into complaints of discrimination conducted by the Office of Resolution Management pursuant to the regulations of the EEOC;
 - c. Investigations conducted by personnel of the Office of the Inspector General or the Office of the Medical Inspector;
 - d. Investigations by VA police officers; or
 - e. Tort claim investigations conducted by, or under guidance from, the Office of the General Counsel.
3. **RN Testimony**
 - a. **Scheduling.** Management will give consideration to scheduling an RN's AIB testimony during the RN's tour of duty or temporarily changing the RN's tour of duty. If this is not possible, the RN will be properly compensated for his or her time on duty while participating in an AIB.
 - b. **Written Notice.** Consistent with VA Handbook 0700, an RN will be given a written notice of witness obligations, protections, and Privacy Act matters before the RN provides testimony.
 - c. **Release of RN's Testimony.** An RN may request a copy of his or her testimony which will be provided to the RN and/or the RN's authorized representative, consistent with applicable laws and regulations.

4. **RN Right to WFNHP Representation.** AIB proceedings are Management investigations. RNs have the right to WFNHP representation during any examination of the RN by a Management representative in connection with an investigation if the RN reasonably believes the examination may result in disciplinary action against the RN and the RN requests Union representation. An RN who is the subject of an AIB will be advised of his or her right to WFNHP representation before undergoing examination in the AIB investigation.
5. **Union Representative's Role at the AIB.** An RN's WFNHP representative in attendance at an AIB is entitled to take an "active role," which generally includes clarifying questions asked of the RN, assisting the RN in producing relevant information, and consulting with the RN. However, the WFNHP representative may not disrupt or delay the AIB, may not answer for the RN, and may not attend meetings or interviews where the RN is not present.

ARTICLE 26: NON-DISCIPLINARY, DISCIPLINARY, AND MAJOR ADVERSE ACTIONS

A. GENERAL

1. The parties recognize that the public interest requires the maintenance of high standards of conduct, which will promote quality patient care. The parties also recognize that consistency and fairness in the administration of discipline are conducive to RN morale, good working relationships, and self-discipline. The provisions of this article are intended to be consistent with applicable laws, regulations and VA policy, including VA Handbook 5021, *Employee/Management Relations*.
2. Management will take disciplinary and/or major adverse actions for such cause as will promote the efficiency of the service, based upon the circumstances of each case. Management bears the burden of proof to establish the charges that form the basis of the disciplinary or major adverse action. For major adverse actions, Management must establish the charges by a preponderance of the evidence.
3. Progressive discipline generally includes a series of increasingly severe penalties for repeated offenses. It is most applicable to repeated infractions of a minor nature, but does not prohibit the issuance of a more severe penalty prior to the issuance of each and every lesser penalty. Sound management discretion and judgment must be applied in all cases when fully considering the nature of the offense and any aggravating and/or mitigating circumstances. The concept of progressive discipline and the recommended guidance provided by the Title 38 – Table of Penalties, are not intended to preclude Management from exercising its discretion in determining appropriate action, but rather serve as aids to maintaining consistency.
4. Management officials involved in taking a major adverse action against an RN must observe the prohibitions against improper "ex parte" communications. Management officials may communicate with each other during the decision-making process. However, it is improper for an interested party (e.g., supervisor, proposing official), to pressure the deciding official into making a particular decision. Such communications may support reversal of the action upon appeal.

B. DEFINITIONS

1. **Counseling.** A verbal or written non-disciplinary action used constructively by Management to encourage an RN's improvement in the areas of conduct and performance. It is intended to communicate standards and expectations and improve the quality of nursing care or individual performance. Investigative meetings do not fall under the definition of counseling, and if the RN reasonably believes that an investigative meeting may lead to discipline then he or she is entitled to WFNHP representation upon request.
2. **Disciplinary Actions.** Adverse actions, other than a major adverse action, which include admonishment and reprimand based on conduct or performance.

3. **Major Adverse Actions.** Suspension (including indefinite suspension), transfer, reduction in grade, reduction in basic pay, and discharge based on conduct or performance.
4. **Professional Conduct or Competence.** A question of professional conduct or competence involves direct patient care and/or clinical competence. The term clinical competence includes issues of professional judgment.

C. NON-DISCIPLINARY ACTIONS (Verbal Counseling and Written Counseling)

1. **Verbal Counseling.** When Management determines that a verbal counseling is necessary, the counseling will be accomplished during a private interview with the RN involved. If Management intends to have more than one (1) Management official involved in a verbal counseling meeting, then the RN will be notified prior to (or at the beginning of) the meeting and given the opportunity to have WFNHP representation at the meeting. A verbal counseling is not grievable.
2. **Written Counseling.** When Management determines that a written counseling is necessary, Management will issue the written document in private or by means which ensure the RN's privacy (such as by mail). Management will provide the RN with two (2) copies of the written counseling. The RN may furnish one (1) copy to WFNHP. A written counseling is not grievable.

D. DISCIPLINARY ACTION PROCEDURES (Admonishments and Reprimands)

1. **Proposed Disciplinary Action.** An RN against whom an admonishment or reprimand is proposed is entitled to a fourteen (14) day advance written notice before which the proposed disciplinary action cannot take effect, unless the crime provisions are invoked. The notice will state the specific reason(s) for the proposed action. Management will provide the RN with two (2) copies of the proposed action. The RN may furnish one (1) copy to WFNHP. The RN shall be given a reasonable amount of duty time (up to 8 hours) to review the evidence on which the notice of disciplinary action is based and that is being relied on to support the proposed action. Management may grant additional time on a case-by-case basis (*e.g.*, complex cases). If the RN requests additional duty time beyond what was originally approved, Management may honor the request if it is reasonable. Upon request, Management will provide one (1) copy of the evidence file to the RN or the RN's designated representative.
2. **RN Response to Proposed Disciplinary Action.** In responding to a proposed admonishment or reprimand, the RN may request WFNHP representation. The RN or the RN's representative may respond verbally and/or in writing as soon as practical but not later than ten (10) calendar days from receipt of the proposed disciplinary action notice. The response may include written statements of persons having relevant information and/or appropriate evidence. If the Management official is not able to hear the verbal reply within the ten (10) day period, this period will be automatically extended until the Management official is available to meet. Management may grant extensions for RNs to reply to proposed disciplinary actions if there is good cause to do so. Management may consider individual circumstances along with other relevant information when determining whether there is good cause to grant an extension.
3. **Final Written Decision of Proposed Disciplinary Actions.** Following the RN's response or expiration of the time period for the RN to respond to the proposed action, the appropriate management official will issue a written decision as soon as practicable. The written decision will include the reason(s) for the disciplinary action, a statement of findings and conclusions as to each charge, and a statement whether the action involves or includes a question of professional conduct or competence. The decision will also contain a statement concerning the RN's right to file a grievance and the time limit within which it must be filed.

4. **Retention and Removal of Admonishments.** After two (2) years, an admonishment will be removed from the RN's electronic official personnel folder (eOPF) and destroyed. However, in cases of patient abuse, an admonishment may be retained in the RN's eOPF indefinitely. After six (6) months the RN may request the deciding official to withdraw the admonishment from the RN's eOPF. The deciding official may grant the RN's request if the RN's conduct so warrants. The deciding official's decision whether to remove the admonishment early is not grievable. If an RN discovers that an admonishment which should have been removed is still in his or her eOPF, then the RN should notify Management and/or WFNHP as soon as practicable.
5. **Retention and Removal of Reprimands.** After three (3) years, a reprimand will be removed from the RN's electronic official personnel folder (eOPF) and destroyed. However, in cases of patient abuse, a reprimand may be retained in the RN's eOPF indefinitely. After two (2) years the RN may request the deciding official to withdraw the reprimand from the RN's eOPF. The deciding official may grant the RN's request if the RN's conduct so warrants. The deciding official's decision whether to remove the reprimand early is not grievable. If an RN discovers that a reprimand which should have been removed is still in his or her eOPF, then the RN should notify Management and/or WFNHP as soon as practicable.

E. MAJOR ADVERSE ACTION PROCEDURES

1. **Proposed Adverse Action.** An RN, against whom a major adverse action is proposed, is entitled to thirty (30) days advance written notice before which the proposed major adverse action cannot take effect, except when the crime provisions have been invoked. The notice will state specific reasons for the proposed action notice. Management will provide the RN with two (2) copies of the proposed adverse action. The RN may furnish one (1) copy to WFNHP. The RN shall be given the opportunity to use up to eight (8) hours of duty time to review the evidence that is being relied on to support the proposed action and prepare the reply. Management may grant additional time on a case-by-case basis (*e.g.*, complex cases). If the RN requests additional duty time beyond what was originally approved, Management may honor the request if it is reasonable. Upon request, Management will provide one (1) copy of the evidence file to the RN or the RN's designated representative.
2. **RN Response to Proposed Major Adverse Action.** In responding to a proposed major adverse action, the RN may request WFNHP representation. The RN or the RN's representative may respond verbally and/or in writing as soon as practical, but no later than fourteen (14) calendar days from receipt of the proposed action. The response may include written statements of the persons having relevant information and/or other appropriate evidence. Management has the right to restrict the response period to less than fourteen (14) calendar days when invoking the crime provision. If the Management official is not able to hear the verbal reply within the fourteen (14) day period, this period will be automatically extended until the Management official is available to meet. Management may grant extensions for RNs to reply to proposed disciplinary actions if there is good cause to do so. Management may consider individual circumstances along with other relevant information when determining whether there is good cause to grant an extension.
3. **Final Written Decision of Major Adverse Actions.** The Management official will issue a written decision as early as practicable, but no later than twenty-one (21) calendar days after receipt of any RN response, or twenty-one (21) days from when the response was due if no response was made. The appropriate Management official will issue the written decision prior to the effective date of the action. If the action is a suspension, the inclusive dates of the suspension will be stated. Management will provide the RN with two (2) copies of the written decision. The RN may furnish one (1) copy to WFNHP. The written decision will include the reason(s) for the major adverse action, a statement of findings and conclusions as to each charge, and a statement whether the action involves or includes a question of professional conduct or competence. The decision will also contain a statement concerning the RN's right to file a grievance and the time limit within which it must be filed.

- F. **ISSUING PROPOSED ACTIONS AND DECISION LETTERS.** In general, RNs are not entitled to WFNHP representation when Management delivers a proposed action or decision letter to an RN. If there is to be any substantive discussion or if any substantive discussion begins, Management will immediately stop the meeting and notify the RN of his or her right to WFNHP representation. If the employee requests WFNHP representation, Management may either wait for the WFNHP representative or issue the proposed action and/or decision letter as long as no substantive discussion occurs.
- G. **EVIDENCE FILES.** Once a proposed disciplinary or major adverse action has been issued, the RN may request the evidence used to support the action. After Management receives the request, it will make the evidence available for review or provide a copy to the RN or the RN's authorized representative.

ARTICLE 27: GRIEVANCE PROCEDURE

A. GENERAL PRINCIPLES

1. Management and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner. RNs are encouraged to discuss issues of concern with WFNHP and/or their supervisors at any time. When such issues cannot be resolved informally, the procedure set forth in this article will be followed. The parties will make every effort to settle grievances expeditiously and at the lowest level of supervision. The parties recognize that misunderstandings and problems will arise from daily working relationships. The prompt settlement of misunderstandings and problems is desirable in the interest of sound employee-management relations.
2. The mere filing of a grievance shall not be construed as reflecting unfavorably on an RN's good standing, performance, loyalty, or desirability to the VA. Similarly, the mere filing of a grievance will not reflect negatively on the Medical Center or WFNHP.

B. DEFINITIONS

1. **Grievance:** A grievance under 5 USC 7103 (a)(9) means any complaint by an RN concerning any matter relating to the employment of the RN; by WFNHP concerning any matter relating to the employment of an RN; or by WFNHP, an RN or the Medical Center concerning the effect or interpretation, or a claim of breach of this contract; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

The following are excluded from the grievance process:

- a. Any matter concerning or arising out of 38 USC 7422. Specifically excluded is any matter concerning or arising out of:
 - 1) Professional conduct or competence;
 - 2) Peer review;
 - 3) The establishment or adjustment of employee compensation.
- b. Any matter not under the jurisdiction and control of the Medical Center Director;
- c. Exclusions listed in 5 USC 7121(c), which include:
 - 1) Any claimed violation of 5 USC Chapter 73 subchapter III (relating to prohibited political activities);
 - 2) Retirement, life insurance or health insurance;
 - 3) A suspension or removal under 5 USC 7532 (for national security);
 - 4) Any examination, certification, or appointment;
- d. The rating of the proficiency;

- e. Decisions of the Nursing Professional Standards Board (NPSB);
 - f. Notices of proposed actions;
 - g. Separation of RNs on probationary and/or time-limited appointments.
2. **Grievant:** A grievant shall mean either an individual bargaining unit RN, a group of bargaining unit RNs, or WFNHP. Management initiated grievances are covered under section F of this Article.
 3. **Days:** The term "day" where used in this contract shall mean calendar day. If the expiration of any time limit, as prescribed, falls on a Saturday, Sunday, or legal holiday, the time limit shall extend to the next Medical Center business work day.
 4. **Written Grievance:** Any grievance must be in writing and state in detail the basis for the grievance including the specific contract provision, rule, law, or regulation affecting condition(s) of employment allegedly violated by the action giving rise to the grievance and the corrective action desired. Written grievances should be presented on forms provided by the Union (*See Appendix A for sample form*) unless the grievant chooses to pursue a grievance without Union representation. In this case, all relevant information must be provided in writing. The grievant's failure to specify and/or sign the grievance will be the basis for rejection.

C. ELECTION OF GRIEVANCE OR OTHER STATUTORY PROCEDURE

1. As provided for in 5 USC 7121 and 38 USC 7461, the following actions may be filed either under an applicable statutory procedure (*i.e.*, the agency grievance procedure, Unfair Labor Practice (ULP) or Equal Employment Opportunity (EEO) procedures) or the negotiated grievance procedure on the same issue, but not both:
 - a. Disciplinary actions that do not involve professional conduct or competence (38 USC 7461(b)(2)); and/or
 - b. Major adverse actions that do not involve professional conduct or competence (38 USC 7463), and other grievances; and/or
 - c. Discrimination (5 USC Section 2302(b)(1)).
2. Nothing in this agreement shall constitute a waiver of any further appeal or review rights permissible under 5 USC Chapter 71.
3. RNs shall be deemed to have exercised the option referred to in this section when they timely initiate an action under the applicable statutory procedure or file a timely grievance in writing under the negotiated grievance procedure, whichever event occurs first.
4. Discussions between an RN and an EEO counselor at the informal stage would not preclude an RN from opting to select the negotiated grievance procedure if the grievance is otherwise timely.
5. An RN considering filing a formal complaint with the EEO may request an extension to file a grievance up to the deadline for filing the formal EEO complaint. Management may grant or deny the request.

D. MATTERS RELATED TO THE GRIEVANCE PROCEDURE

1. **Jurisdiction.** If either party believes a grievance is non-grievable or non-arbitrable and raises it during the grievance process, the issue will be incorporated into the dispute. If the matter proceeds to arbitration, the two (2) issues will be adjudicated separately. The parties agree that questions of grievability or arbitrability under 38 USC 7422 and/or 5 USC 7106 should be resolved prior to the arbitration stage whenever possible.

2. **Multiple Grievances.** Multiple grievances over the same issue may be initiated either as a group grievance or as single grievances at any time during the time limits of Step 1. Grievances may be combined and decided as a single procedure at the later steps of the grievance procedure by mutual consent. No single grievance may be filed on two or more unrelated matters.
3. **Presenting Grievances.** Only a WFNHP representative, designated in writing by WFNHP, may represent employees in grievances. An RN may personally present a grievance and have it adjusted without representation by WFNHP, but WFNHP must be notified and given the opportunity to be present at each step of the grievance. Any settlement or resolution must be consistent with the provisions of this Agreement. WFNHP must receive copies in a timely manner of any and all correspondence between the grievant and Management relating to a grievance.
4. **Released Time.** Reasonable time during work hours will be allowed for RNs to discuss, prepare for, and present the grievances as well as attend meetings with management officials concerning the grievances. RNs shall request permission from the appropriate supervisor who shall allow the employee(s) necessary time. Such release will be consistent with the needs of the Medical Center.
5. **Time Limits.** Time limits set forth in Section E and F of this Article may be extended by written mutual agreement of the parties prior to the expiration of the time limit. Neither party will unreasonably deny requests for extensions. Failure by Management to respond within the stated time periods shall entitle the grievant to advance the grievance to the next step. Failure by the grievant to adhere to the specified time limits at any step of the grievance process shall constitute withdrawal of the grievance.
6. **Continuing Grievances.** The grievant has the right to file a grievance concerning a continuing practice or condition at any time; however, the grievance must contain evidence to support an allegation of the continuing practice or condition.

E. **GRIEVANCE PROCEDURE.** It is agreed that grievances should normally be resolved at the lowest level possible. However, there will be times when a grievance may be more appropriately initiated at Step 2 of the grievance procedure. In those cases, the grievance must still be initiated within thirty (30) days and follow the procedures outlined in Step 2. Grievances shall be processed in the following manner:

1. **Step 1.** The grievance shall first be taken up by the grievant (and representative or steward, if he/she elects to have one) with the employee's immediate supervisor or the lowest level Management official with authority to render a decision. The Step 1 grievance will be initiated in writing within thirty (30) days of the incident that gave rise to the grievance, unless the grievant could not reasonably be expected to be aware of the incident by such time. In that case the grievance must be initiated within thirty (30) calendar days of the date that the grievant became aware of the incident. A grievance concerning a continuing practice or condition may be initiated at any time. The grievant shall also provide a copy of the Step 1 grievance to the Human Resources Manager or his or her designee in a timely manner, however failure to do so shall not constitute a violation of any required time limit. Every effort shall be made to ensure that the decision is clearly communicated and understood. Either party may request that a meeting be held on the grievance.
 - a. If no meeting is requested, Management will render a written decision within ten (10) days after the grievance is filed.
 - b. If the grievant requests a meeting, the grievant will include the request in the written Step 1 grievance. Management may request a meeting in writing within four (4) days of receipt of the Step 1 grievance. The meeting will be held within ten (10) days of the request. Management will render a written decision within ten (10) days of the meeting.

2. **Step 2.** If the grievant is dissatisfied with the decision given in Step 1, the grievant (and/or his/her representative) may submit the grievance in writing to the Medical Center Director within fifteen (15) days after receipt of the decision of the Step 1 grievance. The Medical Center Director or designee will furnish the grievant with a written acknowledgement of receipt. The grievant shall also provide a copy of the Step 2 grievance to the Human Resources Manager or designee in a timely manner, however failure to do so shall not constitute a violation of any required time limit. Either party may request that a meeting be held on the grievance.
 - a. If no meeting is requested, the Medical Center Director or designee will render a written decision within fourteen (14) days after the grievance is filed.
 - b. If the grievant requests a meeting, the grievant will include the request in the written Step 2 grievance. The Medical Center Director or designee may request a meeting in writing within four (4) days of receipt of the Step 2 grievance. The meeting will be held within fourteen (14) days of the request. The Medical Center Director or designee will render a written decision within ten (10) days of the meeting.
3. **Step 3.** The parties may mutually agree to refer a grievance to mediation prior to going to arbitration. Time limits for arbitration will be extended should mediation be utilized. Grievance mediation will be arranged in an expeditious manner. The grievant and his or her representative will be allowed reasonable official time for the mediation effort.

F. **MANAGEMENT-INITIATED GRIEVANCES.** Management initiated grievances shall be filed with the WFNHP Union President and shall constitute Step 2 of the negotiated grievance procedure. Such grievance must be filed within thirty (30) days of the act or occurrence, or when management became aware of, or should have become aware of, the act or occurrence. Either party may request that a meeting be held on the grievance.

1. If no meeting is requested, the WFNHP President or designee will render a written decision within fourteen (14) days after the grievance is filed.
2. If Management requests a meeting, Management will include the request in the written grievance. The WFNHP President or designee may request a meeting in writing within four (4) days of receipt of the grievance. The meeting will be held within fourteen (14) days of the request. The WFNHP President or designee will render a written decision within ten (10) days of the meeting.
3. If the grievance is not resolved at this level, Management may continue to advance the grievance in accordance with Section E.3 of this Article.

ARTICLE 28: ARBITRATION

- A. Any grievance processed through Step 2 or Step 3 of the Grievance Procedure may be submitted to binding arbitration by either the Union or Management. Written notice will be given to the other party and to the Federal Mediation and Conciliation Service (FMCS) requesting a list of five (5) impartial persons to serve as arbitrator. The request for arbitration shall be made by the party desiring arbitration to the other party within twenty-one (21) days of either the Medical Center Director's Step 2 decision or the date of the unsuccessful Step 3 mediation effort. The notice shall state the grievance, reference the section of the Agreement alleged to have been violated, and identify the remedy sought. The Union's request for arbitration shall be valid only if signed by the President or designee.
- B. Consistent with Section D.1 of Article 27. *Grievance Procedure*, if either party believes a grievance is non-grievable or non-arbitrable and raises it during the grievance process, the issue will be incorporated into the dispute and adjudicated separately.
- C. Within fourteen (14) days of receipt of an FMCS list of arbitrators the parties will select an arbitrator through the process described below. Failure of the moving party to contact the other party to select an arbitrator within the time limit established above will deem the request for arbitration void and the grievance settled.

- D. The parties will alternately strike single names from the FMCS list until only one name remains with that person being the arbitrator selected. The party making the first strike will be determined by the flip of a coin. The grievance may be informally resolved by the parties any time before the close of a hearing on the grievance. The moving party will send notice to the FMCS of the name of the person selected as arbitrator within ten (10) days from the date the selection was made. Failure of the moving party to send notice to FMCS will result in the voiding of the request for arbitration and the grievance will be deemed to have been settled.
- E. Both parties agree that the authority of the arbitrator shall be limited to determining the merits of the grievance, including the arbitrability of the issue. Decisions of the arbitrator shall be final and binding on both parties and shall be effected in their entirety, except as otherwise provided by law.
- F. The arbitrator shall be the sole determiner of the processes used and will be told that in order to fulfill the delegation to arbitrate he or she must render a decision and remedy to Management and the Union as quickly as possible, but in any event, not later than thirty (30) calendar days after the conclusion of the hearing unless the parties otherwise agree.
- G. The arbitrator shall have the authority to define the meaning and interpretation of explicit terms of this Agreement as expressly set forth. The arbitrator shall not in any manner or form whatsoever, directly or indirectly, add to, detract from, or in any way alter the provisions of this Agreement or VA Medical Center policies. The parties agree to meet prior to the arbitration hearing to review any and all matters relevant to the case. The arbitrator will be limited to considering the facts in evidence available as a result of this pre-hearing meeting. Thereafter, no new evidence may be introduced to the arbitrator.
- H. Unless otherwise agreed, the arbitration hearing shall be conducted at the Medical Center during regular business hours. Witnesses and aggrieved employee and representative, in a duty status, shall be granted official time to participate in the arbitration hearing as may be required. Reasonable attempts will be made to reschedule those employees required to participate in the hearing who ordinarily are not scheduled to work during the regular business hours.
- I. The arbitrator's fees and expenses shall be borne equally by the parties, except that neither party will be obligated to the cost of a stenographic transcript unless there is mutual agreement to have one, or the arbitrator requires one for the proceedings.

ARTICLE 29: ALTERNATIVE DISPUTE RESOLUTION (ADR)/MEDIATION PROGRAM

- A. **AUTHORITY.** The ADR/Mediation Program at the Milwaukee VAMC is governed by Medical Center Memorandum 00-300, *Alternative Dispute Resolution/Mediation Program*, or its successor. Nothing in this article constitutes a waiver of WFNHP's right to bargain over changes to this Memorandum.
- B. **PURPOSE.** The purpose of ADR/Mediation is to promote principles and practices that allow individuals to resolve differences more quickly, retain ownership of solutions, and facilitate communication and better working relationships. ADR/Mediation can also help to foster good labor-management relations.
- C. **PARTICIPATION.** RN participation in ADR/Mediation is voluntary and confidential.
- D. **UNION PARTICIPATION.** A WFNHP representative may attend mediation to represent the rights of the bargaining unit when either or both parties are bargaining unit RNs. This right is in addition to an RN's right to Union representation. WFNHP may also recommend bargaining unit RNs to be trained as ADR facilitators.
- E. **ADMINISTRATION OF ADR/MEDIATION PROGRAM.** ADR Coordinators are responsible for administering the ADR program. The telephone number of the ADR Coordinator has been posted on appropriate bulletin boards and on the Milwaukee VAMC intranet site. Management will continue to ensure this information is available to RNs. RNs may access information describing the ADR/Mediation Program by contacting the ADR Coordinators (*i.e.*, local EEO representative/office) or by accessing that office's intranet site.

- F. **EFFECT ON GRIEVANCES AND STATUTORY APPEALS.** An RN's right to pursue a grievance under the negotiated grievance procedure or pursue a statutory appeal is not waived if he or she elects to use the ADR process. However, an RN who chooses to use ADR must still comply with all requirements of the negotiated grievance procedure or statutory appeal process such as time limits, points of contact, etc. Consistent with Article 27, *Grievance Procedure*, grievance time limits may be extended by mutual agreement when requested appropriately.
- G. **ADR RESOLUTIONS.** ADR resolutions shall not set precedent unless mutually agreed to in writing by WFNHP and Management. Resolutions under ADR cannot conflict with or supersede this contract, federal laws, regulations, and VHA Policy.

ARTICLE 30: EQUAL EMPLOYMENT OPPORTUNITY (EEO)

- A. **PURPOSE.** The parties affirm their commitment to the policy of providing equal employment opportunities to all RNs and to prohibit discrimination based on race, color, religion, sex (including sexual harassment), sexual orientation (including gender identity and expression), national origin, age (40 years of age and older), or disability. Reprisal based on prior Equal Employment Opportunity (EEO) activity is prohibited. Nothing in this article is intended to be in conflict with federal law, or government-wide regulations. To the extent that any portion of this article is in conflict with any federal law or government-wide regulation, the federal law or government-wide regulation will supersede the terms of this agreement. The EEO program will be administered in accordance with Medical Center Memorandum 00E-57, *Equal Employment Opportunity and Affirmative Employment Program*.
- B. **CONTACT INFORMATION.** The telephone numbers of the Office of Resolution Management (ORM) and the local EEO representative/office have been posted on appropriate bulletin boards and on the VAMC Milwaukee website. Management will continue to ensure this information is available to RNs. RNs may access information describing the discrimination complaints procedures by contacting the local EEO representative/office or by accessing that office's intranet site.
- C. **SPECIAL EMPHASIS PROGRAMS.** Management will consider WFNHP nominations when determining which individuals will serve as Special Emphasis Program Managers on a collateral duty basis.
- D. **ELECTION OF GRIEVANCE OR OTHER STATUTORY PROCEDURE.** See Section C of Article 27, *Grievance Procedure*.

ARTICLE 31: REASONABLE ACCOMMODATION

- A. **AUTHORITY.** The legal requirements for reasonable accommodation are governed by the Americans with Disabilities Act Amendments Act (ADAAA) of 2008, the Rehabilitation Act of 1973, as amended, government-wide regulations and VA policy, including but not limited to VA Handbook 5975.1, *Processing Requests for Reasonable Accommodation from Employees and Applicants with Disabilities*. To the extent that any provision of this article is in conflict with these authorities, the current federal law, government-wide regulations, or VA Policy will supersede the terms of this article. Definitions and further information regarding the reasonable accommodation process can be found in VA Handbook 5975.1.
- B. **COMMITMENT.** Management is committed to the employment, placement, and advancement of qualified RNs with disabilities. Management will offer reasonable accommodation to qualified individuals with disabilities to allow them to fully participate in the application process, perform essential job functions, and enjoy equal benefits and privileges of employment, in accordance with all applicable laws, regulations, and VA policies, unless to do so would cause a direct threat to health and safety or undue hardship to the operation of the work unit.

- C. **REQUESTS FOR ACCOMMODATION.** RNs will inform their supervisor, any manager in their chain of command, or the Local Reasonable Accommodation Committee (LRAC) of their need for accommodation. Requests may be verbal or written. Written requests should be submitted on VA Form 0857a, *Written Confirmation of Request for Accommodation*. RNs who request reasonable accommodation must cooperate in the accommodation process. An RN's failure to cooperate can result in denial or administrative closure of the request for accommodation. The appropriate Management official will inform the RN about the process. Failure to engage in the interactive process may be a violation of the Rehabilitation Act of 1973, as amended.
- D. **TIMEFRAMES.** Timeframes for processing reasonable accommodation requests are contained in VA Handbook 5975.1, *Processing Requests for Reasonable Accommodation from Employees and Applicants with Disabilities*.
- E. **TRAINING OPPORTUNITIES.** Management will afford training opportunities (including on-the-job training) to qualified RNs with a disability on the same basis as other RNs, consistent with operational needs.
- F. **USE OF LEAVE.**
1. Leave without pay (LWOP) may be granted for illness or disability. Approval of LWOP is a matter of management discretion.
 2. Sick leave (SL) may be appropriately used by RNs who are *qualified individuals with a disability* (who use prosthetic devices, wheelchairs, crutches, guide dogs, or other similar type devices) for equipment repair, guide dog training or medical treatment.
 3. All leave requests must be submitted in conformity with applicable leave requesting procedures.
- G. **UNION REPRESENTATION.** RNs may request WFNHP assistance and/or representation at any time during the reasonable accommodation process.
- H. **DUTY TO BARGAIN.** If a duty to bargain is triggered pursuant to 5 USC Chapter 71 after Management approves reasonable accommodation to an RN, Management will bargain appropriately as required by the statute.

ARTICLE 32: EMPLOYEE ASSISTANCE PROGRAM (EAP)

- A. **GENERAL.** The Employee Assistance Program (EAP) will be administered in accordance with Station Memorandum HRM-129, *Employee Assistance Program* and this article.
1. Management agrees to promote EAP, which provides assistance to employees who believe that their medical, behavioral, emotional, financial, marital, family, or legal problems, or any ongoing alcohol or drug use may begin to have a negative effect on their work-related conduct.
 2. The EAP is not intended to shield the RN from disciplinary or a major adverse action. Depending on the circumstances, it may be appropriate to offer assistance to an RN to help correct performance and/or conduct problems. EAP may be offered to an RN at the same time that a disciplinary or major adverse action is proposed.
- B. **RECORD OF PARTICIPATION**
1. Management will assure that no employee will have job security or promotion opportunities jeopardized by a request for counseling or referral assistance. Management will ensure that the confidentiality of medical records of employees with alcohol, drug or other personal problems will be preserved in accordance with current public laws and Office of Personnel Management regulations.
 2. After an employee is no longer participating in the program, records will be maintained confidentially and preserved in accordance with applicable laws and regulations.

- C. **VOLUNTARY PARTICIPATION AND EMPLOYEE RESPONSIBILITY.** Although the existence and function of counseling and referral programs will be publicized to employees, no employee will be required to participate or be penalized for merely declining referral to counseling services.
- D. **CONFIDENTIALITY**
1. The Parties recognize all confidential information and records, including employee names, counseling and treatment, will be maintained in accordance with applicable laws, rules, and regulations.
 2. The Parties may not obtain information about the substance of the employee's involvement with a counseling program without an employee's specific written consent. Information obtained without the employee's authorization from such counseling programs may not serve as the basis for disciplinary or adverse actions.
- E. **LEAVE ASSOCIATED WITH EAP.** RNs receiving counseling will be granted appropriate leave (annual, sick, LWOP) as requested. Approved leave is required for any absence from duty during regular working hours whether counseling or treatment is administered in-house or off-station.
- F. **EXCUSED ABSENCE.** RNs undergoing counseling under the EAP may be excused without charge to leave for a brief period of time of less than one (1) hour for each counseling session up to a maximum of six (6) total hours. The use of this excused absence is subject to supervisory approval.

ARTICLE 33: FITNESS FOR DUTY

A. **GENERAL**

1. Fitness for duty examinations are non-negotiable and, therefore, not subject to this collective bargaining agreement.
 2. In accordance with VA Handbook 5019, Management may direct an RN to undergo a special physical examination (fitness for duty) to resolve questions of physical or mental ability to perform the duties of an RN position. If necessary, Management may also require an RN to undergo an examination to determine physical and mental fitness to return to duty following an injury or illness.
 3. An RN may request WFNHP representation at any applicable point in the process.
- B. **DECISION AND APPEAL.** If a decision is made that would remove any RN from his or her position or duties due to physical or mental inability to perform, the RN shall be informed of, and entitled to use, the appropriate appeals procedure under existing Title 38 regulations.

ARTICLE 34: DRUG TESTING

- A. **GENERAL.** Bargaining unit RNs are subject to mandatory drug testing in accordance with applicable government-wide regulations, VA Handbook 5383, and Station Memorandum HRM-260, *VA Drug-Free Workplace Program* or their successors which are referenced for informational purposes only.
- B. **EMPLOYEE RIGHTS.** In accordance with HRM-260, RNs subject to testing may request Union representation at any step of the testing process. However, the request for Union representation will not unreasonably delay the collection of a urine specimen. RNs will not be charged leave for the time necessary to provide the required sample or, if necessary, to meet with the Medical Review Officer.

- C. **EMPLOYEE BRIEFING FACT SHEET.** In accordance with HRM-260, RNs will receive an "Employee Briefing Fact Sheet" on the day of the test from his or her supervisor. This fact sheet will include the specific reason for the test in the first paragraph (e.g. random selection, reasonable suspicion, or due to injury, illness, unsafe, or unhealthful practice).

ARTICLE 35: WORKPLACE INJURIES

A. **GENERAL.** An RN's entitlement to benefits is governed by the Federal Employees' Compensation Act (FECA), 5 USC 8101, *et seq.* and associated regulations contained in 20 CFR 10.00, *et seq.* The Secretary of the Department of Labor (DOL) has delegated the exclusive authority to administer, interpret, and enforce the provisions of FECA to the Director of the Office of Workers' Compensation Programs (OWCP). Nothing in this article is intended to alter the authority of the DOL/OWCP, federal law, regulations, or policies established by OWCP. This article is for informational purposes only, and does not provide WFNHP or RNs with a separate right to bargain over matters under the exclusive authority of OWCP, or to grieve the actions or decisions of OWCP. RNs may appeal OWCP actions or decisions under the procedures set forth in the federal regulations. This article is intended to be consistent with Medical Center Memorandum 00S-191, *Incident Reporting. Automated Safety Incident Surveillance Tracking System (ASISTS)*. RNs are encouraged to contact the Department of Labor or the Workers' Compensation office of this Medical Center for more specific information about the workers' compensation process.

B. DEFINITIONS

1. **Traumatic Injury.** A condition of the body caused by a specific event or incident, or series of events or incidents, within a single workday or shift. Such conditions must be caused by external force, including stress or strain, which is identifiable as to time and place of occurrence and member or function of the body. A traumatic injury also includes damage to or destruction of prosthetic devices or appliances.
2. **Occupational Disease or Illness.** A condition produced by the work environment over a period longer than a single workday or shift. It may result from systemic infection, repeated stress or strain, exposure to toxins, poisons, or fumes, or other continuing conditions of the work environment.

C. PROCEDURES

1. **Reporting the Injury or Illness.** An injured RN is responsible for immediately reporting an injury or illness to Management. In emergent circumstances, the RN should report to the Employee Health Clinic or the Emergency Department. Once Management is aware of the injury, Management is responsible for taking prompt action to assist the injured RN in obtaining appropriate medical attention. RNs may elect to seek medical assistance from the Employee Health Clinic, Emergency Department, or personal physician. RNs may also elect to decline medical assistance. If an employee's supervisor refuses to accept an RN's notice of injury/illness, the RN should notify the WCP Office of this Medical Center or the DOL/OWCP about the refusal.
2. **Investigating and Reporting the Incident.** Management will investigate the incident and create an Incident Report (VA Form 2162) in ASISTS. Management is responsible for advising the RN of his or her right to file a workers' compensation claim.

D. WORKERS' COMPENSATION

1. **Filing a Workers' Compensation Claim.** If an RN wants to file a claim, he or she must complete the employee portion of Form CA-1 or CA-2 in ASISTS. If the RN is not available, a Management official may complete the form on his or her behalf. Filing a claim is not mandatory and is entirely the RN's choice. However, RNs who do not file a claim are not eligible for workers' compensation benefits such as continuation of pay (COP), payment of medical expenses, *etc.* If an RN files a claim, Form CA-1 or CA-2 will be forwarded to the Medical Center Workers' Compensation Program (WCP) staff for review and processing. The RN may contact WCP regarding his or her claim at any time during the process to obtain information about the status of the claim and available benefits.

2. **Compensation for Temporary Total Disability**

- a. **Traumatic Injuries.** An RN who sustains a disabling, job-related traumatic injury may request continuation of pay (COP) for the period of disability not to exceed forty-five (45) calendar days, or request sick leave (SL), annual leave (AL), or leave without pay (LWOP). If the disability continues beyond forty-five (45) days or the employee is not entitled to COP, the RN may request SL or AL or enter an LWOP status and claim compensation from OWCP.
- b. **Occupational Illness or Disease.** When disability results from an occupational disease or illness, management cannot authorize COP. RNs may request SL or AL or enter a LWOP status and claim compensation.

3. **Workers' Compensation Time Limits.**

- a. **Continuation of Pay (COP).** COP claims must be filed within thirty (30) days of the date of injury.
- b. **Traumatic Injury.** Traumatic Injury claims must be filed within three (3) years of the date of injury.
- c. **Occupational Illness or Disease.** Occupational illness or disease claims must be filed within three (3) years of the onset of the condition.

E. **CONFIDENTIALITY OF RECORDS.** All records relating to claims or benefits, including copies of such records maintained by the Medical Center, are considered confidential and may not be released, inspected, copied or otherwise disclosed except as provided in the Freedom of Information Act and the Privacy Act of 1974 or under the routine uses provided by DOL/GOVT-1 if such release is consistent with the purpose for which the record was created.

F. **EMPLOYEE REQUEST FOR RECORDS.** All records relating to claims for benefits filed under FECA are maintained in a system of records controlled by the DOL/OWCP. In order to obtain copies of records from his or her OWCP file, an RN should contact DOL/OWCP. Per regulation, a claimant is entitled to receive a free copy of the claim file from DOL/OWCP.

G. **POSTING.** Management will continue to post notices in common areas of the Medical Center advising RNs of the contact information of the Medical Center WCP office. This notice will include office telephone numbers for obtaining information and assistance relevant to worker's compensation claims.

H. **ASISTS ACCESS.** WFNHP will continue to have access to the ASISTS program. If Management elects to rescind or alter this access, it will notify WFNHP and meet its statutory obligation to bargain as appropriate, pursuant to 5 USC Chapter 71.

ARTICLE 36: STAFFING

A. **GENERAL**

1. **Authority.** This Article does not require Management to involve WFNHP in staffing decisions or require Management to engage in formal bargaining over staffing.
2. **Management Responsibilities and Rights.** Management accepts full responsibility for its decisions in matters of staffing and in assigning and directing Medical Center employees. Management recognizes that staffing is one of many contributing factors that may impact the level of patient care provided. Nothing in this agreement shall preclude Management from negotiating, at its election, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty.

3. **Duration and Applicability.** Nothing in this Agreement will require Management to use Staffing Methodology Expert Panels or prevent Management from disbanding them. However, when Staffing Methodology Expert Panels are used Section B of this Article will be applicable. Should Management use a different committee structure to review RN staffing, WFNHP may request to be represented on that committee, consistent with Article 17, *WFNHP Representation on Committees*.
4. **WFNHP Right to Information.** WFNHP may request information regarding staffing consistent with 5 USC 7114(b)(4).

B. STAFFING METHODOLOGY EXPERT PANELS

1. **Purpose.** A Staffing Methodology Expert Panel is a Management appointed inter- and intra-disciplinary advisory group comprised of individuals with in-depth knowledge of evidence based factors impacting staffing needs at the point of care to make staffing recommendations. Management may consider the recommendations of the Staffing Methodology Expert Panel, but is not obligated to implement them.
2. **WFNHP Participation in the Facility Staffing Methodology Expert Panel.** Consistent with Article 17, *WFNHP Representation on Committees*, WFNHP may recommend one (1) bargaining unit RN to serve as a WFNHP representative on the Facility Expert Panel. WFNHP will provide its recommendation to the Associate Director for Patient Care Services or designee. As members of the Facility Staffing Methodology Expert Panel, the WFNHP representative will have access to the same information as all other members of the panel. This information can be shared with WFNHP officials and bargaining unit members for representational purposes.
3. **RN Participation in the Unit-Based Staffing Methodology Expert Panels.** WFNHP may recommend one (1) bargaining unit RN to serve on each Unit-Based Expert Panel provided there are bargaining unit RNs in the work unit. WFNHP will provide its recommendation to the unit Program Manager (or the Division Manager, if there is no Program Manager). The RN recommended by WFNHP must be from the same work unit that the Unit-Based Expert Panel is serving. If Management accepts the RN recommended by WFNHP, the RN will serve on the Unit-Based Expert Panel in the same capacity as other staff nurse panel members (*i.e.*, the RN will serve on duty time, not official time, and will serve as a peer instead of a WFNHP representative).

ARTICLE 37: WORK UNIT

- A. **DEFINITION.** A work unit is defined as an organizational entity ordinarily located in one place with a specific mission and homogeneous procedures or technology headed by a supervisor or manager authorized to certify a group of employees' time and attendance. This definition is not intended to alter existing work units.
- B. **CHANGES TO WORK UNIT.** Management reserves the right to make changes to work units. Management will notify WFNHP when such changes affect the working conditions of bargaining unit RNs which may include overtime assignments, annual leave solicitation, details and float assignments, *etc.* Upon request, Management will bargain the impact and implementation of such changes.

ARTICLE 38: WORK SCHEDULES

A. WORK SCHEDULES

1. Management will make a good faith effort to create RN work schedules in a fair manner, giving consideration to RN competencies, staffing, and workload.
2. Management shall encourage and support RNs having meaningful input into their schedules (*e.g.*, through the use of wish lists or preferences, self-scheduling, or similar methods as determined by Management).
3. Management will post RN work schedules in a designated and accessible area. Management will post the final schedule not later than three (3) weeks prior to the first work date on the schedule. Management

will provide copies of work schedules to WFNHP upon request.

4. Management will notify WFNHP and the affected employees when it needs to post the work schedules less than three (3) weeks in advance.
5. Subject to staffing and workload:
 - a. Management will not change final work schedules once posted without mutual consent of the parties involved.
 - b. Normally, RNs will not be scheduled to work more than five (5) consecutive days. However, if Management determines it is necessary for an RN to work in excess of five (5) consecutive days, Management will discuss this with the RN. An RN may request to work more than five (5) consecutive days. The RN's request is subject to Management approval.
 - c. Management will attempt to give RNs at least eleven (11) hours of non-duty time in between tours. However, if Management determines it is necessary for an RN to work with less than eleven (11) hours in between tours (double back), Management will discuss this with the RN. An RN may request to double back. The RN's request is subject to Management approval.
 - d. Management will not schedule an RN to work three (3) different tours during any pay period, unless requested by the RN. The RN's request is subject to Management approval.
 - e. When Management mandates overtime, the RN may request leave or to flex the next tour to allow at least eleven (11) hours off between tours. The RN's request is subject to Management approval.
 - f. Management will grant each RN at least one (1) weekend off in a four (4) week period.

B. BREAKS AND LUNCH PERIODS

1. RNs will be allowed a fifteen (15) minute break on duty time for every four (4) hours on duty, subject to staffing and workload. An RN who is unable to take his or her break period will notify Management promptly. Management will determine if relief is available. Breaks will not be added to periods of leave, to the beginning or end of the RN's tour of duty, or to lunch periods.
2. An RN whose regularly scheduled tour includes a lunch period will be allowed thirty (30) minutes off duty. An RN who is unable to take his or her lunch period will notify Management promptly. Management will determine if relief is available. Lunch periods will not be added to the beginning or end of the RN's tour of duty.

C. TOUR ROTATION. When tour rotation is necessary, an RN may request to rotate to an alternate tour of their choice. The RN's request is subject to Management approval. Management will endeavor to rotate on an equitable basis.

D. ALTERNATIVE WORK SCHEDULES. An RN may request an alternative work schedule. The RN's request is subject to Management approval. WFNHP may submit recommendations on testing alternative work schedules to Management.

E. ON-CALL DUTY

1. RNs who are scheduled for on-call duty will report per unit protocols.
2. If an RN becomes incapacitated and unavailable for duty during the period he or she is scheduled to be on-call, the RN shall promptly report his or her unavailability to Management.

3. RNs who are on-call and are called back to duty may request to take leave or to adjust their next regularly scheduled tour. Management will consider the RN's request, subject to staffing and workload.
 4. Subject to staffing and workload, Management should rotate on-call duty equitably among qualified RNs.
 5. Subject to law, rule, medical center policy and regulation, RN's who are on-call may request a communication device which will be provided by Management.
- F. **ERRORS IN TIMEKEEPING.** In the event of an error in timekeeping, the RN will contact the supervisor/timekeeper. When appropriate, Management will initiate corrective action and coordinate any changes/corrections.

ARTICLE 39: OVERTIME AND COMPENSATORY TIME

A. OVERTIME

1. Management reserves the right to determine qualified staff for overtime and will assign overtime in a reasonable and consistent manner based upon patient care needs.
2. Management reserves the right to mandate overtime consistent with Federal law and VA regulations.
3. Management shall make reasonable efforts to give RNs as much notice as possible when overtime is needed.
4. RNs who work overtime will be allowed to make phone calls at no cost to them to make necessary arrangements.
5. Normally, RNs may not work more than twelve (12) hours in a twenty-four (24) hour period or sixty (60) hours in a seven (7) calendar day period except in the case of RNs providing emergency care.
6. The parties agree to address issues regarding assignment of overtime on a case-by-case basis. When identified problems exist, the parties will meet as soon as practicable to discuss the issues.

B. MANDATORY OVERTIME.

1. Mandatory overtime is governed by 38 USC 7459 and applicable VA regulations and policy.
2. A mandatory overtime roster will be maintained on each unit where mandatory overtime is utilized. This roster will be used to assign qualified and eligible RNs to work mandatory overtime.
3. When there is a need for mandatory overtime, management will only assign it to RNs that are on duty. Qualified and eligible RNs whose last date of mandatory overtime worked is most distant from the current date will be selected to work.

C. COMPENSATORY TIME.

1. If an RN performs officially ordered or approved hours of work which would result in overtime, the RN will be paid overtime unless he or she requests compensatory time earned in lieu of overtime pay.
2. When an RN requests compensatory time in lieu of overtime pay, the request must be made and directed to an official authorized to approve overtime work. Pursuant to 38 USC 7453(e)(3), compensatory time off in lieu of pay for service performed under the provisions of this subsection shall not be permitted, except as voluntarily requested in writing by the nurse in question. No coercion will be used by Management to influence the RN's selection of overtime or compensatory time.

3. The RN is responsible for selecting the date(s) and time(s) that he or she will use earned compensatory time. Management is responsible for approving or disapproving the request.

ARTICLE 40: WORK ASSIGNMENTS AND OBJECTIONS TO WORK ASSIGNMENTS

A. GENERAL

1. Management has the exclusive right to assign work to RNs and determine the personnel by which operations are conducted.
2. All RNs are required to hold a current, full and unrestricted license as a Registered Nurse in a State, Territory, or Commonwealth (*e.g.*, Puerto Rico) of the U.S. or in the District of Columbia. This is a condition of employment.
3. Each RN must possess the skills and competencies needed to perform his or her assigned duties.
4. RNs should receive a comprehensive hand-off report of the patient's condition and the work expected of them during the tour of duty, including time for providing and/or receiving this information.

B. WORK ASSIGNMENTS AND OBJECTIONS TO WORK ASSIGNMENTS

1. When an RN believes a work assignment would place a patient, the RN, or another staff member in an unsafe situation, the RN will notify the supervisor as soon as practicable without endangering a patient. If the RN's immediate supervisor is not readily available, the RN should notify another appropriate Management official. The supervisor or other appropriate Management official will then discuss and assess the situation and determine whether or not the assignment should be carried out. If the supervisor or other appropriate Management official determines the assignment should be carried out, the RN will complete the assignment.
2. An RN who wishes to express concern about a work assignment or believes the work assignment was unsafe may submit his or her concern(s) in writing to the appropriate supervisor or Management official. Subject to workload and staffing, the RN may submit the concern at any time during the assignment or after completion of the assignment. The RN is free to make suggestions or recommendations for resolution of his or her concerns. Management will receive and consider the information submitted by the RN, and, if appropriate, provide feedback to the RN.
3. Management will consider any concerns regarding a work assignment brought by an RN as an opportunity to improve working conditions and patient care.
4. After utilizing the chain of command, WFNHP may request to meet with the Associate Director for Patient Care Services or designee to discuss concerns from RNs regarding work assignments. Such requests will not be unreasonably denied.

ARTICLE 41: TEMPORARY ASSIGNMENTS: FLOATS AND DETAILS

A. DEFINITIONS

1. **Float.** A float is a short term assignment of an RN from the assigned nursing work unit to meet the patient care needs in another work area for all or part of a single tour of duty of twelve (12) hours or less.
2. **Detail.** A detail is a temporary assignment of an RN to a different set of duties for a specified period of time. RNs on a detail assignment continue to hold the position from which they were detailed and keep the same status and pay.

B. ORIENTATION TO FLOAT AND DETAIL ASSIGNMENTS

1. **Orientation for Floats.** Orientation for float assignments should minimally contain a review of the physical location, emergency procedures, and evacuation plan.
2. **Orientation for Details.** Management will ensure that RNs on detail assignments are oriented to the position, location or area assigned. As needed, this orientation will include clinical requirements and necessary competencies specific to the area of assignment.

C. FLOAT ASSIGNMENTS

1. Unit-based procedures will be used to determine which individual qualified RN(s) is/are required to float when there are no volunteers.
2. If Management decides to float an RN(s), then Management will first attempt to solicit qualified volunteers. The following process will be followed to select an RN(s) for float assignments:
 - a. If the number of qualified volunteers exceeds the number required to float, then Management will assign the qualified RN(s) consistent with the unit-based procedure and patient care needs.
 - b. If there are no volunteers (or an insufficient number of volunteers), Management will assign the qualified RN(s) consistent with the unit-based procedure and patient care needs.
3. Once an RN has floated for a period of four (4) hours or more, the RN's name will go to the bottom of the unit-based rotation regardless of whether the RN volunteered for the float assignment or not. Unit-based policy and/or practice may conflict with the four (4) hour float period mentioned above. In cases where the unit-based policy/practice conflicts with the four (4) hour float period, the unit-based policy/practice will remain in effect. Management will ensure that unit-based policy/practice is written and communicated to unit RN's, when applicable.

D. DETAIL ASSIGNMENTS

1. Management will provide written notice to the affected RN(s) and WFNHP containing the specifics of all detail assignments that exceed seven (7) days. This notice should be provided in advance whenever possible. The notice should include the affected RN(s), reason for the detail, location, expected duration, duties, supervisor, work assignment and tour of duty. WFNHP will be given the opportunity to bargain the impact and implementation of the detail.
2. Generally, details will be ninety (90) days or less in length, may be extended for sixty (60) day increments or less upon written notice to WFNHP, and should not exceed one (1) year. Management may approve extensions of a detail beyond one (1) year when circumstances warrant. Management reserves the right to end the detail assignment at any time.
3. If an RN believes that he or she does not possess the nursing skills required to safely perform the duties of the detail assignment, the RN will immediately report these concerns to Management. The supervisor and RN will discuss the matter; the supervisor will consider the concerns raised by the RN and make a decision regarding the assignment.
4. Management reserves the right to assign any RN to the detail assignment based on the reason/nature of the detail, patient care needs, workload, and staffing. When circumstances warrant, Management will seek qualified volunteers for detail assignments. In such cases, Management will give first consideration to qualified volunteers from the work unit before involuntarily assigning an RN to the detail.
5. Management will make all reasonable efforts to ensure that affected RN(s) keep any previously approved leave while on a detail assignment.

6. Management will make a reasonable effort to minimize impact on the affected RN(s) (e.g. detailing the affected RN to the same tour of duty and/or work schedule as their regular assignment).
7. Management will work with WFNHP to avoid placing a WFNHP representative on a detail assignment which would interfere with or prevent the representative from performing his or her representational functions.

ARTICLE 42: VACANCIES

A. GENERAL PROVISIONS AND PROCEDURES

1. Management retains the right to decide whether to fill a vacant position, to determine qualifications for positions to be filled, to determine the area of consideration, to determine the method of recruitment, and to make judgments as to RN qualifications.
2. Vacancy announcements may be advertised internally and externally at the same time. Management is encouraged to give qualified internal RN applicants first consideration when filling bargaining unit positions. If posted simultaneously, qualifications will not be more stringent for internal candidates than for external candidates.
3. When Management announces an RN position internally, it will be publicized to internal RNs via e-mail, by posting on bulletin boards, or by other appropriate means of communication. Once the position is announced, the posting and application period will run simultaneously for a minimum of ten (10) calendar days.
4. Management should notify internal RN applicants in writing (e-mail is acceptable) whether or not they have been selected for a position. A non-selected RN applicant may request feedback from the selecting official on what improvements he or she may make to enhance his or her chances to be selected for future positions.
5. Applications received after the stated closing date will not be considered unless otherwise provided for by law, regulation, or policy. Management reserves the right to extend the closing date, in which case an amended announcement will be posted to reflect the new closing date.
6. When a position has been announced and filled, and another vacancy (or vacancies) occurs in the same area of consideration, Management may select another applicant from the pool of applicants who timely applied for the first position. This will apply if the subsequent vacancy (or vacancies) occurs within a reasonable time from the date of the initial vacancy, normally within ninety (90) days.
7. Successful internal RN applicants will be released to their new assignments within a reasonable length of time from the date the selection is made. This time period may vary based upon the complexity of the position being vacated by the successful applicant, and the ability of the losing work unit to backfill the vacated position, maintain patient care and/or adequate staffing levels, etc. The intent is to move the RN to his or her new assignment as soon as reasonably possible.

B. VACANCY ANNOUNCEMENTS. Job vacancy announcements should, at a minimum, contain the following information:

2. Position title
3. Work unit, service or department of vacancy
3. Description, role, function and qualifications
4. Education and experience requirements

5. Shift (tour), if specific
6. Nature of position (e.g., permanent, temporary, full-time, part-time, float or relief)
7. The closing date of the announcement

ARTICLE 43: APPOINTMENT AUTHORITY CHANGES UNDER TITLE 38

- A. RNs are appointed under the authority of 38 U.S.C. Chapter 73 or 74. When an RN changes his or her appointment authority to another appointment authority under 38 U.S.C., Chapter 73 or 74, and does not have a break in service, Management will process the personnel action as a conversion. Some appointment authority changes that result in fewer rights and benefits for RNs include, but are not necessarily limited to, the following circumstances:
 1. Change from full-time to part time status.
 2. Change from full-time or part-time status to intermittent status.
- B. When a conversion will result in *fewer* rights and benefits for an RN, Management will not process the personnel action until:
 1. An appropriate Management official has advised the RN in writing (e-mail is acceptable) of the conditions of employment under the new appointment authority; and
 2. The RN has submitted a written resignation or other written evidence (including e-mail) clearly indicating voluntary separation from the previous employment. An RN's application for a position or written request for the change is acceptable written evidence of the RN's request for the conversion.
- C. An RN may contact the Human Resources Management Office to inquire about the impacts of accepting a new position at VAMC Milwaukee or requesting changes to his or her current position.

ARTICLE 44: ANNUAL LEAVE AND HOLIDAYS

- A. **GENERAL.** For all matters not addressed in this Article regarding annual leave and holidays, refer to Station Memorandum HRM-062, *Absence and Leave*, or its successor. The most current version of HRM-062, where not in conflict with this Agreement, addresses absence and leave policies in effect. This does not constitute a waiver of WFNHP's right to bargain over these matters.
- B. **RESPONSIBILITIES**
 1. Management accepts full responsibility for its decisions in matters of staffing and in assigning and directing Medical Center employees.
 2. RNs and Management are responsible for observing leave policies and regulations.
 3. RNs can verify leave balances by accessing a current Leave and Earning Statement (LES) or by accessing the current time and attendance system.
 4. RNs are responsible for knowing their leave balances, maintaining leave balances sufficient to cover their leave requests, and for appropriately scheduling the use of annual leave throughout the leave year so as to avoid forfeiting excess annual leave. Excess annual leave is also referred to as "use or lose" leave and is defined as accumulated annual leave exceeding the maximum carryover amount provided for in HRM-062.

5. WFNHP and Management have a mutual interest in minimizing the forfeiture of excess annual leave. RNs are encouraged to consider donating excess annual leave to another Federal employee in need of donated leave to cover illness or injury. Failure to use/donate excess annual leave will result in forfeiture of any amount exceeding the maximum carryover amount.

C. ANNUAL LEAVE

1. Annual leave is provided and used for two general purposes, which are:
 - a. To allow every employee an annual vacation period of extended leave for rest and relaxation.
 - b. To provide periods of time off for personal and emergency purposes. These absences may involve such matters as ethnic and religious observances, other considerations and traditions, attendance at conferences or conventions, bereavement, or other personal business which can only be handled during time in which the employee would ordinarily be working.
2. **Scheduling of Annual Leave.** To provide for equitable distribution of annual leave among employees, requests for annual leave must be submitted in advance in order to give a request due consideration. Requests will be submitted on the appropriate form or sign-up sheet. Each Manager will maintain two (2) six (6) month calendars for annual leave planning. Requests will be submitted according to the following schedule:

For Annual Leave During	Calendar Posted	Request By	Manager Approval By
October 1 - March 31	July 1	July 31	August 31
April 1 - September 30	January 1	January 31	February 28

Failure to submit a timely request will not, itself, preclude the scheduling of annual leave in the desired period; however, timely requests will be given preference over late requests.

3. Requested annual leave will be approved as follows:
 - a. RNs who have requested leave in accordance with Section 2 above.
 - b. When an RN is transferred or reassigned at Management's request, her or his previously approved annual leave will be honored when patient care needs permit. When the RN is transferred or reassigned at his or her own request, seniority and patient care needs will govern approval of previously approved annual leave.
 - c. When a conflict in requests arises, the conflict will be resolved by Management using these considerations in the following order:
 - 1) Consideration of the seniority of the RNs involved. For the purpose of scheduling vacation, seniority may be exercised once each leave year for up to two (2) weeks of leave. This can be applied either for a single two (2) week period in either leave period, but not both, or it can be used for one (1) week of leave in each leave period. RNs shall not be allowed to exercise their seniority for the weeks that include a holiday for more than two (2) years in succession.
 - 2) Consideration of previous leave taken by the employee to ensure a fair rotation of desired vacation periods.
 - 3) Consideration of whether the employee will lose accumulated annual leave if it is not taken at the time requested.

4. Not more than two (2) consecutive weeks will be granted during the period from Memorial Day week through Labor Day week. Additional time beyond two (2) weeks may be taken when there is no conflict with other requests in these periods.
5. During the weeks including Christmas and New Year's Day, up to two (2) days may be granted in order to provide as many employees leave as possible. Nothing in this section will preclude management from approving additional days of annual leave during these periods after the schedule has been posted and as staffing and workload allow.
6. When staffing and workload allow, requests for annual leave of less than five (5) days shall be granted when the request is made not less than three (3) days before the time the leave is to begin.
7. RNs may request days off before and after annual leave. Granting of these days off will depend upon staffing and workload; however, every reasonable effort will be made to grant the request. The parties agree that annual leave scheduling may alter weekend rotation. All efforts will be made to minimize changes to the weekend rotation.

If an RN has a fixed off-day schedule, Management will make every reasonable effort to not disturb an RN's regularly scheduled days off when an RN requests annual leave in conjunction with the regularly scheduled days off. If days off are changed, Management will notify the RN to ascertain whether the RN still desires to use the requested annual leave.

8. Annual leave schedules may not be modified after they have been approved without consent of the employee, except when essential for patient care needs.
9. RNs are encouraged to take at least two (2) consecutive weeks of annual leave for rest and relaxation each year. Requests for longer periods will be considered. RNs will not be required to take annual leave in any minimum amount.
10. An Employee's reasons for requesting emergency annual leave will be kept confidential. Employees' requests for emergency annual leave will not be denied arbitrarily.
11. **Bereavement.** RNs may request and may be granted annual leave in the case of death in their family, defined as: the RN's spouse; spouse's parents; the RN's children, including adopted children and those children's spouses; the RN's parents; the RN's brother/sister or brother/sister's spouse; or any individual related by blood or affinity whose close association with the RN is equivalent to a family relationship.

D. HOLIDAYS

1. Holidays will be divided into three groups as follows:

Group 1- Memorial Day, Independence Day and Labor Day

Group 2- Columbus Day, Veterans Day, Martin Luther King Day, and Presidents Day

Group 3- Thanksgiving Day, Christmas Day, and New Year's Day

2. Consistent with holiday scheduling procedures, Management will make reasonable efforts to schedule time off for holidays in a fair and equitable manner subject to staffing and workload. Reasonable efforts will be made to allow employees one (1) holiday off in each group. Nothing in this article would prevent Management from approving additional holidays off in each holiday group subject to staffing and workload.
3. The RN shall note his or her preference of holidays at the time annual leave is requested. This will not preclude RN holiday requests at other times. Management will make reasonable efforts to grant holiday preferences.

4. If the RN's annual leave request includes a holiday, and that request is approved, that request will be considered the RN's first choice in that holiday group.
5. **Resolving Conflicts of Holiday Off Requests Prior to Schedule Posting.** If Management determines that not all qualified RNs who have indicated a preference for a given holiday can be spared on that holiday, the conflict should be resolved by giving the holiday off in the following order:
 - a. To RN's with approved annual leave during a period that includes a holiday, which may only be allowed twice in succession in accordance with Section C.3.c of this Article;
 - b. To RNs who did not have that holiday off in the preceding year;
 - c. To RNs who have not otherwise had one (1) holiday off from the holiday group;
 - d. To RNs with greater seniority.
6. **Resolving Conflicts of Holiday Work Requests Prior to Schedule Posting.** If Management determines that there are more qualified RNs who have indicated a preference to work a holiday than are needed on that holiday, the conflict should be resolved by giving the holiday worked in the following order:
 - a. To RNs who did not work that holiday in the preceding year;
 - b. To RNs who have not otherwise worked one (1) holiday from the holiday group;
 - c. To RNs with greater seniority.
7. **Resolving Conflicts of Additional Holiday Off Requests After Schedule Posting.** If an RN wants to be considered for an additional holiday off, he or she may indicate his or her preference for additional holidays off once the final schedule which contains the holiday is posted. RNs must indicate their preference by submitting the request in writing as determined by their Program Manager or designee. Such requests will be considered based on staffing and workload. If Management determines that more qualified RNs are scheduled than are needed, Management will grant RN requests for the holiday off in the following order:
 - a. To RNs who worked that holiday in the preceding year;
 - b. To RNs with greater seniority;

If an RN is selected for the holiday off following this process, the holiday will be considered as not worked for future leave and holiday allocations.
8. When an RN is transferred or reassigned at Management's request, his or her previously approved holiday(s) off will be honored when patient care needs permit. When an RN is transferred or reassigned at his or her own request, seniority and patient care needs will govern approval of previously approved holiday(s) off.

ARTICLE 45: SICK LEAVE

- A. RNs shall earn and accrue sick leave at the rate of four (4) hours per pay period up to thirteen (13) days per year. Part-time RNs shall earn and accrue sick leave on a pro-rated basis according to their appointment status. Sick leave will be charged in increments of one-quarter hour.
- B. Sick leave shall be granted to an RN when the RN:
 1. Receives medical, dental, optical examination, or treatment, including adjustment of prosthetic device; or

2. Is incapacitated for the performance of duties by sickness, injury, pregnancy and confinement; or
 3. Is required to give care and attendance to member of the immediate family who is afflicted with a contagious disease and requires personal care and attendance of the employee; or
 4. Would jeopardize the health of others by his or her presence at his or her place of duty because of exposure to a contagious disease. Sick leave granted because of a contagious disease shall be limited the period prescribed by regulations of local health authorities or certified by a physician when health regulations do not specify the period of isolation, quarantine, or restricted movement.
- C. RNs will not be required to state the nature of illness for absence of four (4) days or less, unless: (1) it results from an on-the-job injury or illness; (2) The RN has a communicable infection or disease; or (3) The RN is on sick leave restriction. Management may request a doctor's certificate for sick leave of greater than four (4) days duration. Justified use of sick leave shall not be the basis for any discipline and employees will not be placed on sick leave restriction without cause; and such cause shall not be arbitrary or capricious.

ARTICLE 46: LEAVE WITHOUT PAY AND EXCUSED ABSENCE (TARDINESS)

- A. Employees may request and will be granted leave without pay in accordance with applicable laws and regulations. This may include disability and educational absences.
- B. LWOP may be granted in cases of employees who have applied for disability retirement. The employee shall have the option of using sick leave or annual leave as part of the leave of absence for disability, but such usage will not be required.
- C. LWOP may be granted for educational reasons, based on staffing needs.
- D. RNs on approved leave without pay will be reinstated without loss of seniority, in accordance with applicable laws and regulations, (up to a maximum of six (6) months), upon returning from their leave.
- E. **Excused Absence.** Management, at their discretion, may excuse without charge to leave, infrequent, brief periods of tardiness/absence if such tardiness/absence was for good cause. The excused time may up to one (1) hour.

ARTICLE 47: OTHER LEAVE CATEGORIES

The following leave categories and programs which are not specifically addressed in an article of this contract will be administered in accordance with Station Memorandum HRM-062, *Absence and Leave* or its successor:

- Family Medical Leave Act (FMLA)
- Family Friendly Leave Act (FFLA)
- Voluntary Leave Transfer Program (VLTP)
- Advanced Annual Leave
- Advanced Sick Leave
- Military Leave
- Court Leave
- Absent Without Leave (AWOL)

ARTICLE 48: CHILD CARE

- A. **CHILD CARE SUBSIDY PROGRAM.** The VA Child Care Subsidy program is administered by the Office of Human Resources Management (OHRM) to assist lower income RNs with the cost of child care. RNs may obtain information about eligibility and the application process in the Annual Notice Flyer or by contacting the local HR office.
- B. **UNPLANNED CHANGES TO WORK SCHEDULE.** RNs are responsible for making child care arrangements in order to work when required. However, Management recognizes that unplanned changes to RN work schedules can cause issues with child care. When this occurs, Management should allow RNs to make reasonable, brief contact with child care providers and/or family members for the purpose of making child care arrangements.
- C. **UNEXPECTED CHANGES TO CHILDCARE.** Subject to staffing and workload, Management may grant emergency annual leave requests and will consider emergency requests for leave without pay brought about by unexpected changes in child care arrangements. An RN may discuss possible solutions to child care needs with his or her supervisor, such as part-time employment or compressed tours. Management should consider implementing solutions, subject to staffing and workload.

ARTICLE 49: SAFETY AND HEALTH

A. SAFETY

- 1. Management and WFNHP agree to cooperate in providing a safe working environment for the RNs. Management and all RNs are responsible for prompt reporting of observed unsafe conditions. Management will seek correction of identified safety problems and may use interim control measures as appropriate.
- 2. WFNHP will be represented on the appropriate Medical Center safety and health committee that considers safety and health issues for employees in the bargaining unit.
- 3. A WFNHP representative shall be given the opportunity to accompany the appropriate Management official during the Annual Workplace Evaluation. As circumstances permit, a WFNHP representative will be afforded the opportunity to accompany the Management official who conducts an inspection in response to a report made by a bargaining unit RN or WFNHP of any unsafe or unhealthful condition. The WFNHP representative shall also be given the opportunity to accompany an OSHA inspector any time OSHA conducts an inspection of an area that impacts bargaining unit RNs.
- 4. Management agrees to ensure prompt response to employee reports of unsafe or unhealthful conditions and will require an inspection within 24 hours for RN reports of imminent danger conditions or within three (3) workdays for potentially serious safety and health conditions. However, an inspection may not be necessary if, through normal Management action and prompt notification to employees and safety and health committees, the hazardous condition(s) identified can be abated immediately. Any bargaining unit RN or WFNHP representatives who believe that an unsafe or unhealthful working condition exists in any workplace where such an employee is employed should report the unsafe condition to his or her supervisor and shall have the right to make a report of unsafe or unhealthful working conditions to the appropriate Management Safety and Health inspector and/or OSHA and request an inspection of such workplace for this purpose.
- 5. Management may, as it deems appropriate, provide risk assessments and determine the appropriate engineering and administrative controls and guidelines. Upon request, WFNHP will be provided with a copy of the risk assessment.

6. Management shall acquire and distribute approved personal protective equipment. Management shall also acquire and maintain safety equipment and other devices as necessary to provide protection of employees from hazardous conditions during performance of their official duties. RNs are responsible for reporting operational and equipment issues to supervisors and ensuring safe and proper use of equipment.
7. If there is a serious concern for a bargaining unit RN's safety and VA police are available, the RN will, upon request, be provided an escort on VA premises.
8. Employees are required to report abuse, attacks and/or assaults that occur in the workplace. Management is required to respond in accordance with local policy MCM-006S-164, *Workplace Violence Prevention Program* or its successor.

B. HEALTH

1. RNs have the option of an annual physical examination and/or screening laboratory tests. The examining Employee Health Clinic Provider will use discretion in determining how comprehensive the examination will be. The annual physical examination will be voluntary at the request of the RN and administered in accordance with local policy MCM-PC-155, *Employee Health Services* or its successor. In accordance with applicable laws and regulations, the employee will be notified as soon as possible of any discrepancies or abnormalities in the results of any physician examination or screening test. Upon request, Management will forward examination and test results to an RN's personal physician.
2. On-the-job injury or illness will be handled in accordance with appropriate law, regulation and local policy.

ARTICLE 50: PARKING

- A. Adequate and safe employee parking will be provided.
- B. Patient and visitor parking are located east of building 111 near the east entrance in parking areas 2, 4 and 5. This area is reserved Monday through Friday between 7:00 a.m. and 2:30 p.m. for patient and visitor parking only. These areas are open to RNs at all other times. However, any RN who parks in area 2, 4, or 5 must remove his or her vehicle prior to 8:00 a.m., Monday through Friday.
- C. VA police will provide escort when available and if requested, during hours of darkness and/or inclement weather. After driving an RN to his or her car, security will remain in the area until the RN's car is running.
- D. The impact of any changes in the current no-charge parking status will be negotiated.

ARTICLE 51: ALTERNATIVE WORKPLACE ARRANGEMENTS (TELEWORK)

Telework refers to a work flexibility arrangement under which an RN performs the duties and responsibilities of their position, and other authorized activities, from an approved worksite other than the location from which the RN would otherwise work. For informational purposes only, RN's should refer to the Telework Enhancement Act of 2010 (Public Law 111-292) and VA Handbook 5011.

ARTICLE 52: MISCELLANEOUS

- A. **FOOD SERVICE.** Employees who work the Evening or Night shift will be able to purchase suitable meals and food. Management will arrange to have food service (vending Machines) available for employees on PM, and Night shift. When food vending machine service is inadequate, Management will be advised so that deficiencies in contract service can be corrected.

- B. **BLOOD DONATION.** RNs may be granted up to four (4) hours of authorized absence for the purpose of donating blood at the Blood Center of Southeastern Wisconsin when their request is properly scheduled and authorized in advance. This authorized absence is intended primarily for those individuals who are registered on-call donors with the Blood Center. When called by the Blood Center, reasonable efforts will be made to release an on-call donor to donate blood, where staffing levels permit.
- C. **COMBINED FEDERAL CAMPAIGN, SAVINGS BONDS CAMPAIGN, ETC.** Management and the Union mutually agree that employee participation in such programs as the Combined Federal Campaign, U.S. Savings Bond Campaign, *etc.*, is voluntary.

ARTICLE 53: RESEARCH

- A. The parties recognize the benefit of participating in formal research projects. This article is intended to cover formal research projects that are approved by the Institutional Review Board (IRB) and is subject to the provisions of 38 USC 7422.
- B. WFNHP will be notified prior to implementation of any formal research project that impacts working conditions of bargaining unit RNs.
- C. Formal research projects conducted may result in findings or advancements that could be implemented at the VAMC Milwaukee. If such implementation causes a change in the working conditions of bargaining unit RNs, WFNHP will be given notice and the opportunity to bargain the impact and implementation (I&I) of those changes.
- D. Participation of RNs as subjects in formal research projects including any related surveys will be voluntary and consistent with law, government-wide regulation and Department policy. An RN is free to decline participation as a subject in formal research projects including any related surveys without reprisal from Management. This does not preclude Management from assigning work associated with a formal research project.
- E. When available and upon request by WFNHP, Management will provide WFNHP with a copy of the data analysis and recommendations of any formal research project which affects working conditions of bargaining unit RNs.

ARTICLE 54: CONTRACTING RN WORK

- A. Management decisions to provide Non-VA Care to Veterans are non-negotiable and therefore not subject to this collective bargaining agreement.
- B. Management will provide WFNHP notice and an opportunity to bargain the impact and implementation in the following circumstances:
 - 1. When Management decides to employ non-VA RNs at the Medical Center to perform the work normally performed by bargaining unit RNs.
 - 2. When one or more bargaining unit RN positions are eliminated as a result of Management's decision to contract out work normally performed by bargaining unit RNs.

ARTICLE 55: CONSOLIDATING OR CLOSING WORK UNITS

- A. **PERMANENTLY CONSOLIDATING OR CLOSING WORK UNITS.** When Management decides to permanently consolidate or close a work unit, it will normally provide WFNHP and the affected RNs at least three (3) weeks advance notice. The notice will include a list of available RN vacancies. RNs may request to reassign to any of the available vacancies for which they are qualified. Management retains the right to make the final decision on reassignment requests, consistent with workload and staffing needs, individual qualifications, and the terms of this Agreement.
- B. **TEMPORARILY CONSOLIDATING OR CLOSING WORK UNITS.** When Management decides to temporarily consolidate or close a work unit, it will normally provide WFNHP and the affected RNs at least three (3) weeks advance notice. Whenever possible, the notice will include the reason for the decision and contain information identifying the assignment of each RN (work location, shift, *etc.*) during the temporary consolidation or closure of the work unit.
- C. **OPENING AND REOPENING WORK UNITS.** When new work units are to be opened or when work units which have been closed or consolidated are to be reopened, Management will ordinarily provide WFNHP three (3) weeks' notice. If the anticipated date of reopening is included in its initial notice to consolidate or close a work unit, Management is not required to send a second notice of reopening. However, the parties are encouraged to maintain an open line of communication to discuss any substantial changes to the anticipated reopening date.
- D. **DUTY TO BARGAIN.** Management will bargain with WFNHP, to the extent required by law, regarding the impact and implementation which may result from Management's decision to consolidate or close a work unit. Arrangements that mitigate the adverse effects of Management's decision, including, but not limited to, arrangements to place affected RNs into new positions, may be bargained by WFNHP. WFNHP representatives may request official time to discuss consolidating or closing work units with affected RNs. This is an appropriate use of official time which Management will not unreasonably deny.
- E. **ORIENTATION.** Management will provide appropriate orientation to RNs who move to a new work unit due to consolidation or closure of a work unit.

ARTICLE 56: EFFECTIVE DATE, DURATION, AMENDMENTS, AND DISTRIBUTION

- A. **EFFECTIVE DATE OF AGREEMENT.** This contract is effective on the date of approval by the Agency Head for the Department of Veterans Affairs or designee. If the Agency Head does not approve or disapprove within the thirty (30) day period of Agency Head review, then this agreement will take effect and be binding on Management and WFNHP consistent with 5 USC 7114.
- B. **DURATION OF AGREEMENT.** This agreement shall remain in effect, unchanged, except in accordance with Section D below for a period of three (3) years from its effective date.
- C. **TERM BARGAINING.** After the initial three (3) year period, this Agreement will automatically renew itself for one (1) year intervals unless either party serves written notice of its desire to amend or modify the Agreement. Such notice must be provided not less than sixty (60) days, but not more than 105 days before the original expiration date of this agreement. If such notice is given and negotiations are not completed by the expiration date, the Agreement will be extended until the changes are negotiated and resolved (*e.g.*, by agreement and approval, withdrawal, adjudication by 3rd party, *etc.*).

- D. **MID-TERM REOPENER.** Amendments to this Agreement may be required because of change in applicable laws, rules, regulations, or policies issued by higher authority after the effective date of this Agreement. In this event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such higher authority. Before reopening, the party seeking to amend the agreement will submit to the other party an agenda stating the reasons for reopening and the proposed changes sought. The parties will meet to negotiate within thirty (30) calendar days of the date the agenda is provided, or on another mutually agreeable date. The parties will sign any agreed-upon amendments which will become effective on a date determined to be appropriate under the circumstances or when necessary, upon approval by the Agency Head for the Department of Veterans Affairs or designee.
- E. **FEDERAL MEDIATION AND CONCILIATION SERVICE.** The parties will give notice to the other party and the Federal Mediation and Conciliation Service (FMCS) of the desire to amend or terminate this contract.
- F. **LOSS OF WFNHP EXCLUSIVE RECOGNITION STATUS.** This Agreement shall terminate in the event exclusive recognition is withdrawn from the Union.
- G. **COVERED-BY PROVISIONS.** The parties acknowledge that they will not propose to negotiate at any time during the life of this Agreement over matters addressed in it, with the exception of those amendments noted in Section D of this Article.
- H. **DISTRIBUTION OF AGREEMENT.** Management agrees to arrange for printing of this Agreement and will bear those costs. It further agrees to make copies of this Agreement available to each covered bargaining unit RN and to new bargaining unit RNs when they enter on duty. In addition, Management will provide WFNHP with fifty (50) copies of this Agreement.

GRIEVANCE

VASNC Local 5032, AFT, AFL-CIO

Step (Circle One): 1 2 3 4

Name: _____

Classification: _____

Work Phone: _____

Work Unit: _____

Home Phone: _____

Usual Shift: _____

Steward's Name: _____

Give a brief description of the grievance and cite contract article(s) and section(s).

Signature: _____ Date: _____

Signature Indicating Employer Receipt: _____ Date: _____

Submit original and 2 copies to the employer representative at the pending step. Retain one signed copy.

Employer answer:

Signature


Date Answered

Answer with original to grievant, one copy to steward/union, retain one copy.


The parties have entered into this agreement on the 22nd day of September, 2015.

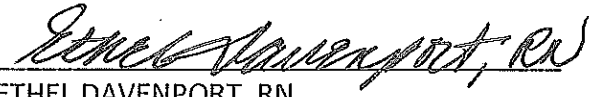
NEGOTIATORS FOR MANAGEMENT:

NEGOTIATORS FOR THE UNION:

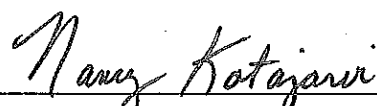

MATTHEW J. ZIRBES
Assistant Human Resources Officer



JAMIE LUCAS
Lead Organizer, WFNHP

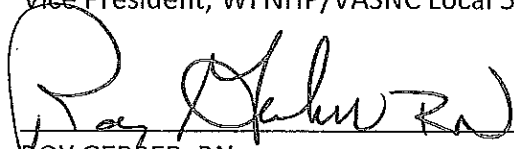

ELSA TUCKER
Executive Assistant to the Associate
Director for Patient Care Services

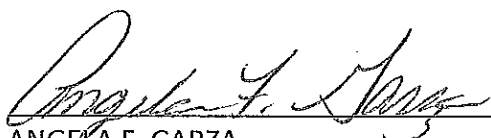

ETHEL DAVENPORT, RN
President, WFNHP/VASNC Local 5032



JEANEÉ C. CHEDOTTE
Deputy Program Manager, Palliative Care


NANCY KOTAJARVI, RN
Vice President, WFNHP/VASNC Local 5032



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ANGELA F. GARZA
Program Manager, 4C


KIM CANNON, RN
Chief Steward, WFNHP/VASNC Local 5032


PETER VETTER
Supervisory HR Specialist (ER/LR/OWCP)


KAMERON CARDOSA, RN
Representative, WFNHP/VASNC Local 5032

BY: 
ROBERT H. BELLER, FACHE
Medical Center Director
VA Medical Center, Milwaukee, Wisconsin

10-15-2015
Effective Date of this Agreement

INDEX

PAGE

-A-

Absent Without Leave (AWOL).....	44
Admonishment	21-23
Advance Notice	5, 8, 48
Advanced Annual Leave	44
Advanced Practice Registered Nurses (APRNs).....	1, 4
Advanced Sick Leave	44
(Major) Adverse Action	5, 21-25, 30-31
Alcohol/Drug Use	30-31
Alternative Dispute Resolution (ADR)/Mediation	28-29
Alternative Work Schedule (AWS).....	35
Anniversary Date	10, 14
Annual Leave (AL).....	12, 15, 33-34, 40-45
Appointment(s)	2, 13-14, 24-25, 40, 43
Arbitration	5, 7, 25, 27-28
Awards.....	17

-B-

Bargaining.....	1-4, 6-7, 9-13, 15, 25, 28, 31, 33-34, 39, 45-48
-Impact and Implementation.....	19, 34, 38, 47-48
-Management Initiated.....	5
-Term Bargaining	48
-Union Initiated.....	6
Bargaining Unit (Defined).....	1
Bereavement	41-42
Blood Donation.....	47
Breaks	3, 5, 35
Bulletin Boards	9, 28-29, 39

-C-

Career Advancement.....	14
Career Development	15
Certification.....	1, 4, 17, 24
Child Care	45

INDEX

	<u>PAGE</u>
Committee(s).....	5, 7, 12-13, 17, 30, 34, 45
Communication(s).....	3, 9, 12, 21, 28, 36, 39, 48
-e-Mail	39-40
-Formal Discussions	5
-Internet.....	9, 17
-Intranet.....	9, 15, 28-29
-Surveys	6, 47
-Telephone.....	9, 28-29, 33
-Writing.....	5-8, 10, 12, 14, 18, 22-23, 25-27, 29, 36-37, 39-40, 43
-Written	2, 5-6, 9, 14, 18, 20-23, 25-27, 30-31 38, 40, 48
Compensation	1, 24, 32-33
Compensatory Time	36-37
Compressed Tours.....	45
Conditions of Employment.....	1, 3, 4-7, 24, 40
Counseling	14, 21-22, 30-31
Consolidating.....	48
Contracting RN Work.....	47
Court Leave	44
-D-	
Detail	16, 25, 34, 37-39
Disability	29-30, 33, 44
Disability Retirement.....	44
Disciplinary Action.....	2-3, 20-23, 25
Discipline	2-3, 21, 44
Doctor's Certificate.....	44
Dress Code.....	15-16
Drug Testing	31
Drug Use.....	30
Dues Deduction	9-10

INDEX

	<u>PAGE</u>
Duration of Agreement	48
Duty Time	3-4, 6-7, 12, 15-16, 22-23, 34-35
-E-	
Electronic Official Personnel Folder (eOPF).....	17, 23
Emergencies/Emergency	2, 32, 36, 38, 41-42, 45
Employee Assistance Program (EAP).....	30-31
Employee Rights	2, 31
-Privacy	18-20, 22, 33
-Union Representation	3, 5, 20-21, 25, 28, 30-31
Equal Employment Opportunity (EEO).....	20, 25, 28-29
Exit Interview.....	6
-F-	
Family Friendly Leave Act (FFLA)	44
Family and Medical Leave (FMLA).....	44
First Amendment Rights	3
Fitness for Duty	31
Fixed Off-Day	42
Flex Tour (with Overtime)	35
Float.....	16, 34, 37-38, 40
Food Service	46
Funeral Leave (Bereavement)	41-42
-G-	
Grievance Procedure.....	3, 24-29
-H-	
Harassment	3, 29
Hazard/Hazardous	9, 45-46
Health Examination	31, 43, 46
Health/Safety	3, 29, 45-46
Holidays	40, 42-43
-I-	
Identification	15-18
Infection	32, 44
Information Requests	6
Injury	31-33, 41, 44, 46

INDEX

	<u>PAGE</u>
Inspection(s)	9, 45
Internal Union Business	5, 7, 9, 12
Internet	9, 17
Intranet	9, 15, 28-29
Investigations	3, 5, 8, 20-21
 -L-	
Labor-Management Forum (LMF)	11
Labor-Management Relations Training	11
Leave Without Pay (LWOP)	12, 15, 30-31, 33, 44-45
Leave	7, 11-12, 15, 30-31, 33-36, 38, 40-45
-Absent Without Leave (AWOL)	44
-Advanced Leave (AL/SL)	44
-Annual Leave (AL)	12, 15, 33-34, 40-45
-Court Leave	44
-Family Friendly Leave Act (FFLA)	44
-Family and Medical Leave (FMLA)	44
-Funeral Leave (Bereavement)	41-42
-Leave Without Pay (LWOP)	12, 15, 30-31, 33, 44-45
-Military Leave	44
-Sick Leave (SL)	30, 33, 43-44
-Voluntary Leave Transfer Program (VLTP)	44
 -M-	
Management Rights	2, 18
Mandatory Overtime	35-36
Mediation/Alternative Dispute Resolution (ADR)	28-29
Mediation/Arbitration	27
Mediation/Grievance	27
Military Leave	44
Monetary (Cash) Awards	17
Monitoring	18-19
 -N-	
Negotiation(s)	4, 6-7, 48
Non-Discrimination	2, 5

INDEX

PAGE

Nurse Professional Standards Board (NPSB) 13-15, 17, 25

Nurse Qualification Standards (NQS) 14

-O-

Office Hours (Union)..... 7

Official Time 5, 7-8, 12-13,
27-28, 34, 48

On-Call..... 35-36, 47

Orientation 3-5, 14, 38, 48

Orientation (Sexual) 2, 29

Overtime..... 34-36

OWCP (Workers' Compensation) 32-33

-P-

Parking..... 46

Part-time 40, 43, 45

Performance..... 14-15, 17, 21-22,
24, 30, 44, 46

Personnel Folder (eOPF)..... 17, 23

Privacy (Employee)..... 18-20, 22, 33

Privacy (Patient) 7

Probationary..... 14, 25

Professional Development 4, 15

Proficiency 8, 14-15, 24

-Q-

Questionnaire(s)..... 6

-R-

Reasonable Accommodation..... 29-30

Reassignment 8, 48

Recognition (Employee) 17

Records..... 17-19, 30-31, 33

Reprimand..... 21-23

Research 47

Right to Representation 3, 5, 20-21, 25, 28,
30-31

Rotate/Rotation..... 7, 35-36, 38, 41-42

INDEX

PAGE

-S-

Safety..... 3, 9, 16-17, 19, 29, 32, 45-46

Searches 19

Seniority 10-11, 41, 43-44

Sexual Harassment 29

Sick Leave (SL) 30, 33, 43-44

Staffing 2, 4, 7, 33-34, 40

Stewards..... 8

Surveillance 18-19

Survey(s)..... 6, 47

-T-

Tardiness 44

Telephone..... 9, 28-29, 33

Telework..... 46

Training..... 7, 11-12, 14-15, 30

Transfer 22, 41, 43

-U-

Uniforms..... 15-16

Union Officials 12

Union Representation 3, 5, 20, 28

Union Representative/Stewards 7-8, 12, 21

-V-

Vacancies..... 39, 48

Vacation..... 41

Voluntary Leave Transfer Program (VLTP) 44

-W-

Weekend 35, 42

Weingarten Rights 3, 5, 20

Whistle Blower Protection 3

Work Assignments..... 37-38

Work Schedule 34-35, 39, 45

Working Conditions 2-3, 6, 13, 19, 34, 37, 45, 47

Workers' Compensation (OWCP) 32-33

Workplace Violence..... 46