

LABOR – MANAGEMENT AGREEMENT

BETWEEN

**Jerry L. Pettis Memorial Veterans' Hospital,
VA LOMA LINDA HEALTHCARE SYSTEM**

And

**PETTIS MEMORIAL REGISTERED NURSES
ASSOCIATION,**

**UNITED NURSES ASSOCIATIONS
OF CALIFORNIA/UNION OF
HEALTH CARE PROFESSIONALS,**

**NATIONAL UNION OF HOSPITAL & HEALTH CARE
EMPLOYEES,**

AFSCME, AFL-CIO

Labor-Management agreement
 Between
 VA LOMA LINDA HEALTHCARE SYSTEM
 And
 PETTIS MEMORIAL REGISTERED NURSES ASSOCIATION,
 UNITED NURSES ASSOCIATION OF CALIFORNIA,
 UNION OF HEALTH CARE PROFESSIONALS

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APPENDIX A, QUALIFICATIONS STANDARDS

AGREEMENT

Pursuant to the policy set forth in the Federal Service Labor-Management Relations Statute, the following articles constitute the AGREEMENT negotiated by and between the Pettis Memorial Veterans Hospital, Loma Linda, California, hereinafter referred to as the “Employer,” and the Pettis Memorial Registered Nurses Association, and United Nurses Associations of California/Union of Health Care Professionals, as certified on January 17, 1980 by the Federal Labor Relations Authority, hereinafter referred to as the “Association,” and collectively referred to as the Parties.

100 ARTICLE 1 – RECOGNITION & COVERAGE

101 The Employer hereby recognizes the Association as the exclusive representative and bargaining agent of all Registered Nurses in the Certified Unit employed by the Employer, excluding statutory supervisors and managers who are licensed Registered Nurses. The Association recognizes the responsibility of representing the interests of all Registered Nurses in the Unit fairly and without discrimination in respect to grievances, personnel policies, practices and other matters affecting their employment and general working conditions.

102 The terms of this Agreement are applicable to all Registered Nurses in the Bargaining Unit regardless of grade or step or number of hours of work.

200 ARTICLE 2 – PURPOSE & PRECEDENCE OF LAW

201 It is the intent and purpose of the Parties to promote and improve the efficient delivery of patient care through understanding and cooperation in all areas of labor-management relations.

202 Collective bargaining will be conducted in a mutually respectful manner which recognizes the rights of the Registered Nurses consistent with applicable Federal Service regulations.

203 It is agreed that the needs of the Registered Nurses and the efficient provision of patient care are mutually benefited by providing Registered Nurse members of the bargaining unit the

opportunity to collectively bargain with respect to personnel policies, practices or procedures which may affect the conditions of their employment.

204 In order to provide for the foregoing, the parties agree to meet at reasonable times and places, and to negotiate in good faith, and to expedite all matters of mutual concerns and/or agreement, so far as it is appropriate under applicable laws and regulations.

205 The terms and conditions of this Agreement shall be governed by existing or future laws and regulations.

300 ARTICLE III – RIGHTS OF THE EMPLOYER

301 The Parties agree that in the administration of all matters covered by this agreement, officials and Registered Nurses are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the VA Manual MP-5, Part II and DM&S Supplements thereto; by published agency policies and regulations in existence at the time the Agreement was approved, and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level.

302 The Employer retains the right, in accordance with applicable laws and regulations, specifically 5 USC 7106 (also referred to as Title VII, CSRA, Section 7106);

303 To determine the mission, budget, organization, number of Registered Nurses and internal security practices of the agency;

304 To hire, assign, direct, layoff and retain Registered Nurses in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Registered Nurses;

305 To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

- 306 With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion; or any other appropriate source;
- 307 To take whatever actions may be necessary to carry out the agency mission during emergencies;
- 308 To determine the numbers, types and grades of Registered Nurses or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.
- 309 It is understood that, in accordance with Title VII of CSRA, Section 7106, that in the exercise of management's rights, nothing shall preclude negotiation on the procedures used or on making appropriate arrangements for Registered Nurses adversely affected by the exercise of such authority.
- 310 Nothing in the Agreement shall require a Registered Nurse to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member Registered Nurse for the payment of dues through payroll deductions.
- 311 Meet & Confer
- 312 The Employer and the Association agree that, through appropriate representatives, they shall meet at mutually agreeable times and confer in good faith with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws and regulations, including policies set forth in the VA Manual MP-5, Part II and DM&S Supplements thereto, and other published agency policies and regulations, a national or other controlling agreement at a higher level in the agency, and as provided in the Civil Service Reform Act of 1978. However, the obligation to meet and confer does not include matters with respect to the mission of the agency, its budget, its organization, the number of Registered Nurses and the numbers, types and grades of positions of Registered Nurses

assigned to an organizational unit, work project or tour of duty, the technology of performing its work, or its internal security practices.

313 The Employer will not attempt to negotiate individually with Registered Nurses concerning matters that are within the collective bargaining responsibility of the Association; except that a Registered Nurse may discuss any personal matter with a supervisor.

400 ARTICLE IV – ASSOCIATION MEMBERSHIP

401 Membership

402 All eligible Registered Nurses shall have the option of membership in the Association. Each Registered Nurse shall be protected in the exercise of this right, and may fully and without fear of penalty or reprisal, join and assist the Association.

403 New Hires

404 All newly hired Registered Nurses will receive at the time of their orientation a copy of the Labor-Management Agreement between the Employer and the Association, and a packet of information provided by the Association concerning membership in the Association including a membership/payroll deduction authorization form.

405 Authorization

406 The Employer will deduct Association membership dues from the wages of each Registered Nurse who voluntarily agrees to such deductions and who submits the appropriate written authorization to the Employer. Once signed, the authorization cannot be cancelled for a period of one (1) year from the date appearing on such written authorization. The administrative details governing dues deductions are contained in the Memorandum of Understanding between the Employer and the Association dated February 29, 1980. Registered Nurses who are members of the Association on the effective date of this Agreement shall not be required to complete a new written authorization.

407 General

408 The Association shall provide all Registered Nurses a current listing of Association officers and Association Representatives as a means of ensuring effective representation and communications.

409 Any Registered Nurse of the Employer excluded from taking part in the management of the Association by reason of conflict of interest may not be excluded from membership in the Association.

410 The Association shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purposes of complying with this Article.

500 ARTICLE V – MATTERS SUBJECT TO CONSULTATION & NEGOTIATION

501 It is agreed and understood that matters appropriate for consultation and negotiation between the Parties are conditions of employment as defined in Section 7103, Title VII, CSRA. Conditions of employment means personnel policies, practices and matters affecting working conditions which are within the discretion of the Employer to act or make recommendations upon.

502 The Parties recognize that each has a responsibility to consider the other's views concerning matters at issue and to make a sincere attempt to find a mutually acceptable solution. All negotiations and consultations shall, therefore, be conducted with dignity and decorum in an atmosphere of cooperation and mutual respect.

600 ARTICLE VI – LABOR-MANAGEMENT CONSULTATION

601 Labor-Management consultations will be held at mutually acceptable times to consider and discuss any questions or disputes which arise concerning the interpretation and application of the provisions of the Agreement. Such consultations will be held whenever, by mutual agreement, a meeting is required.

Agenda items will be exchanged one (1) calendar week before meetings. The agenda will contain sufficient detail to permit identification of the problem area. Representation at the consultations, from the Parties, will be the number needed to give adequate representation to the agenda items being discussed and will normally not exceed five (5) each from the Employer and the Association. Consultations will normally be conducted during normal working hours. Unanticipated items mutually considered significant and relevant to the agenda may be submitted for discussion during consultation. Group grievances may be discussed. Recording services if mutually agreed to be necessary will be provided by the Employer. A draft of any minutes will be submitted to the Association for review prior to final preparation. Comments must be returned with five (5) days.

700 ARTICLE VII – ASSOCIATION REPRESENTATION

701 The Parties recognize that the conduct of the Association and the Employer under the provisions of the CSRA shall be for the purposes of improving labor-management relations. The Employer agrees to recognize unit Registered Nurses designated by the Association as officers and representatives.

702 Executive Committee The Executive Committee shall be defined as the elected officers of the Pettis Memorial Registered Nurses Association.

703 Association officers shall be authorized official time without charge to leave to perform and discharge duties and responsibilities which may be properly assigned to them by the Association under Title VII, CSRA and this Agreement, provided the function is performed during the officer's tour of duty. The amount of time authorized shall be in the amount the Employer and the Association agree to be reasonable and necessary with due consideration to patient care needs.

704 Association Representatives Association Representatives shall be defined as Registered Nurse unit members as designated by the Association who serve as Registered Nurse representatives at the medical facility. There normally will be one Association

Representative per nursing floor on each tour. It shall be the duty of the Association to obtain such Association Representatives.

705 Association Representatives shall be authorized official time without charge to leave to perform and discharge duties and responsibilities which may be properly assigned to them by the Association under Title VII, CSRA and this Agreement, provided the function us performed during the Representative's tour of duty. The amount of time authorized shall be in the amount the Employer and the Association agree to be reasonable and necessary with due consideration to patient care needs.

706 Association Representative's duties will include discussions with the Registered Nurse(s) and appropriate supervisor(s), beginning with the first line of supervision. Matters appropriate for discussion by the Association Representatives consist of all Registered Nurse Employee/Employer relationships within the meaning of this Agreement. They may assist the Registered Nurse in the settlement of problems and the processing of grievances in accordance with procedures set forth or referenced herein and will attempt to resolve in an informal manner, problems and complaints submitted to them. Association Representatives will not solicit problems, complaints or grievances from Registered Nurses, but they may advise Registered Nurses of their rights.

707 Current Listings

708 The Association shall supply the Employer, in writing, a complete list of all Association Officers and Association Representatives. Changes to the list will be submitted, in writing, as they occur.

709 The Association is responsible for informing unit Registered Nurses of Association Officers and Association Representatives. Bulletin Board space as provided for in Article IX of this Agreement may be used for this purpose. Cost of printing of said Agreement will be shared equally by the Parties. Format of the Agreement shall be according to the style used by the Association.

710 The Employer shall provide the Association quarterly with a list of all unit Registered Nurses which shall include name, title, grade

and salary. The Employer shall provide monthly, a listing of all newly hired unit Registered Nurses which shall include name, title, grade, salary and entrance on duty (EOD) date, and a listing by name of separations which occurred during the month.

711 Association Responsibilities

712 The Association in recognition of its responsibility agrees to train and orient its Association Representatives in the scope of their duties under this Agreement and in the manner in which such duties are to be accomplished. It also agrees to take corrective action up to, and including removal from the status of Association Representative, of any Association Representative who violates restrictions on Association activities imposed by law, regulations, orders, or this Agreement, or who otherwise conduct themselves in a manner contrary to their position as a representative of the Association and the Registered Nurses of the unit. The Association will not be held responsible for the action of an Association Representative or Officer who, as a Registered Nurse, commits personal acts subject to disciplinary action under the provisions of the MP-5, Part II and DM&S Supplements thereto, and the VA Standards of Conduct.

713 Solicitation of membership and activities concerned with the internal management of the Association, such as activities involving collection of dues, assessments of other funds, membership meetings, campaigning for office, conduct of elections, and distribution of literature or authorization cards shall be conducted during non-working hours and in non-working areas by an Association member or Registered Nurse of the Unit, or by any visiting UNAC/UHCP Representative upon reasonable advance notice to the Labor Relations Officer of the medical facility.

714 Upon advance receipt of a request originating from an Officer or Representative of the State Association, the Employer may grant admission to the medical facility of United Nurses Associations of California/Union of Health Care Professionals' officials who are not Registered Nurse employees in the unit for the purposes of meeting with officials of the Employer during regular working

hours, or with unit Registered Nurses in non-working areas during non-duty hours, including lunch period. This privilege will be used with discretion and should be exercised so as to keep interruptions at a minimum. Upon arrival at the facility UNAC/UHCP officials should first contact the Personnel Office; contact should be made with the appropriate Assistant Chief, Nursing Service.

715 Excused Absence

716 It is recognized that the Association Representatives may be required to leave their units or medical offices to go to other areas of work within the hospital in order to bring about a prompt and expeditious handling of a Registered Nurse's potential or actual grievance or concern. Association Representatives needing to be absent from regular duties in connection with duties of an Association Representative must first obtain approval from the immediate supervisor to leave the work area for a specified period of time. The supervisor will authorize the absence, unless the services of the Registered Nurse/Association Representative cannot reasonably be spared because of patient care needs. In this event the supervisor will advise the Association Representative as to the earliest time when authorization will be granted. If, in the Association Representative's opinion, the decision of the supervisor is arbitrary, the Association Representative shall have the right of recourse to the next higher level of supervision.

717 Prior to discussion with a grieving Registered Nurse in another work area, the Association Representative will report to the immediate supervisor in that particular area and state the purpose of the visit and the amount of time required. The supervisor will make the Registered Nurse available for discussion as provided in Paragraph 716 above. A Registered Nurse making a request for consultation with an Association Representative will make such request through the immediate supervisor, who, in turn, will make the Registered Nurse available at a designated time, as determined by the supervisor, consistent with patient care needs. If more time is needed than originally requested, the Association Representative will request the additional time in the same manner as provided in Paragraph 716 above. These discussions by the

Association Representatives with Registered Nurses will be held on duty time during scheduled tours of duty and in adjacent conference rooms, if available, if carried on in accordance with the above procedures.

718 Necessary discussions will be conducted in available unit conference rooms adjacent to the work site. The Association Representative will be responsible for determining the availability of such conference rooms. The Association Representative will also be responsible for informing the supervisor(s) of the location of the meeting so that the Registered Nurse(s) can be located in the event of patient care emergencies.

800 ARTICLE VIII – REGISTERED NURSE ASSOCIATION COMMITTEE

801 The Parties agree that full and adequate communication is essential to harmonious relationships. The Employer recognizes that Registered Nurse Association Committee as the mechanism for this purpose. Topics for discussion will include professional matters related to identifying problems in accomplishing patient care. Matters so discussed will not be construed as negotiations. Existing channels for handling professional concerns will continue to be utilized. Specifically excluded from such meetings will be matters subject to the grievance and arbitration procedure.

802 The Registered Nurse Association Committee shall be comprised of the Executive Committee of the Association. The Employer agrees that the Registered Nurse Association Committee will meet with the Chief, Nursing Service and representative(s) monthly. Meetings will normally be scheduled for the third Monday of each month, except that such dates will be changed to allow for hospital scheduling. Special meetings, in addition to regular monthly meetings, may be requested by either party but will be held only by mutual agreement.

803 Written agendas of matters to be discussed shall be prepared by either Party and sent to and received by the other no later than one (1) calendar week prior to each scheduled meeting. In the

absence of an agenda from either Party, the monthly meeting(s) will not be held.

804 Representatives of both Parties will meet on official time without charge to leave. Registered Nurse Association Committee members will be scheduled on the day tour for the day of the meeting.

900 ARTICLE IX – USE OF FACILITIES

901 The Employer will, upon written request from the Executive Committee, provide space for emergency unit business which would require a meeting of the Association Unit members, subject to the availability of such space and to the Employer's safety and security regulations.

902 The Employer agrees to make available to the Association a glass enclosed locking bulletin board adjacent to the Canteen for posting Association notices of elections, election results, meetings, recreational or social affairs, or similar material.

903 The Association may post one notice at each primary nursing area, and such notices will be limited to approximately 5"x8" in size.

904 The Employer will make reasonable efforts to provide well lighted, protected parking spaces, except that the Employer shall not accept liability for loss or damage of personal property.

905 It is agreed between the Employer and the Association that they will work cooperatively in attempting to provide and maintain unit lounges and lockers for Registered Nurses. Spaces identified as possible lounge or locker areas by the Association will be carefully evaluated by the Employer. If feasible, the Employer will undertake the conversion of these areas to lounge and/or locker areas, which are made available.

906 Inasmuch as it has been determined and agreed to by both Parties that the use of office space by the labor organization is a benefit in the furtherance of effective labor-management relationships, the

Employer agrees to furnish the Association with a room, subject to availability, for the purpose of conducting matters directly related to labor relations and pertaining to Registered Nurses in the unit on these conditions:

- (a) That the space is not required for the immediate needs of the Employer;
- (b) That the Employer retains the right to terminate the use of space at any time the need arises, in its estimation;
- (c) That such use will not damage the space in question;
- (d) The Employer will not be responsible for the Association's property within the space provided.
- (e) The Association agrees to submit to the Employer a list of all personal property to be used in the space provided.

It is further agreed that upon written notice by the Employer, the premises will be vacated within thirty (30) days after receipt of such notice

1000 ARTICLE X – WAGE REVIEWS

- 1001 At such times as the Employer believes that an adequate number of qualified Registered Nurses cannot be recruited, and there is a possibility that a sufficient number of eligible candidates can be secured by increasing the minimum rate to one of the established step rates within the grade, the Employer may initiate a survey of compensation paid to Registered Nurses by hospitals in the vicinity which have a competitive impact on recruitment, and retention in accordance with the provisions of VA Manual MP-5, Part II, Chapter 3, 4.C.(5).
- 1002 The Employer will inform the Association of any such studies. The Association may recommend hospitals to be surveyed and may provide supporting data to the Employer for consideration.
- 1003 Results of any survey will be forwarded to the Association at the time of submission to Medical District 26 or the VA Central Office.

1004 It is understood that authority to adjust step rates, by law, rests with the Chief Medical Director and locally conducted studies are for the purpose of making recommendations.

1005 Following approval of increased minimum rates, all on-duty Registered Nurses in the grade(s) for which such rates are approved, and whose salaries fall below the increased minimum rate, shall have their salaries increased accordingly.

1100 ARTICLE XI – UNIFORMS

1101 The Employer's policy on uniforms is contained in M-1, Part VII, Chapter 7. Any local Employer's dress code policies shall be subject to negotiations with the Association prior to implementation, and shall be made known to all Registered Nurses.

1102 Uniform allowances will be paid in accordance with the Employer's regulations contained in M-1, Part VII, Chapter 7.

1103 Registered Nurses may wear non-uniform clothing in lieu of normal uniforms when approved by the Employer. When approved, the uniform allowance will not be provided.

1104 Under the provisions of VA Manual M-1, Part VII, Chapter 7, 7.06 in no case will a Registered Nurse who does not wear a uniform while on duty be paid a uniform allowance.

1105 The Employer will provide all necessary forms and procedures to be used in obtaining allowances. Loss or damage to personal property resulting from employment related circumstances will be handled in accordance with the Employer's Memorandum 05-19.

1200 ARTICLE XII – HOURS OF WORK, SCHEDULING & ASSIGNMENTS

1201 Schedules

1202 Registered Nurse work schedules, including holidays and days off, shall be posted four (4) weeks in advance and shall consist of a

four (4) week schedule. Registered Nurses will be scheduled for no more than six (6) consecutive days of work in any work week except to meet patient care needs and emergency situations and in instances where an individual has requested a longer schedule in writing. Registered Nurses shall receive no less than seventy-two (72) hours notice of any work schedule changes except when necessary to meet patient care emergencies.

1203 In so far as practical, each Registered Nurse will be scheduled for two (2) consecutive days off. The Employer will make a concerted effort to ensure such scheduling.

1204 Registered Nurses will not normally be assigned to split days off, except for scheduled weekends off, or when patient care needs dictate. Individual requests may be made in writing for split day scheduling.

1205 The Employer will schedule the basic work week and the hours of work. It is mutually understood that Registered Nurse assignments will be based on individual preparation and demonstrated abilities for the patient care to be performed. Registered Nurse seniority, as a factor, shall be given consideration in making preferred assignments of Registered Nurses provided that skills and abilities are relatively equal.

1206 The Parties agree that Registered Nurse work schedules will be maintained as stable as practicable, subject to change under the provisions of Paragraph 1202 of the Agreement.

1207 Hours of Work

1208 As a general policy, the Employer will strive to schedule each Registered Nurse with every other weekend off in so far as practicable, but as a general practice the Registered Nurse will receive an average of one (1) out of every three (3) weekends off. Individual Registered Nurses wishing to be scheduled for weekend work will notify their Unit Supervisor in writing as a means of aiding the scheduling process. For purposes of this provision, weekends shall be Saturday and Sunday, except for the Night Shift which shall be Sunday and Monday.

- 1209 The Employer will strive to employ part-time Registered Nurses as an aid to scheduling.
- 1210 Full-time Registered Nurses shall be scheduled in advance for a forty (40) hour basic work week in each administrative (calendar) work week. The normal tour of duty within the forty (40) hour basic work week shall consist of five (5) eight (8) hour days exclusive of the one-half (1/2) hour meal period, The Administrative work week begins at 0001 hours on Sunday, except that the Parties agree that the tour of duty for Registered Nurses shall begin at 2330 hours on the preceding Saturday. Registered Nurses will receive no less than fifteen and one-half (15-1/2) hours off between shifts except when patient care needs dictate, or at the request of the Registered Nurse.
- 1211 A Registered Nurse who performs officially ordered or approved work in excess of forty (40) hours in an administrative work week, or in excess of eight (8) hours in a calendar day, shall receive overtime pay at the rate of one and one-half (1-1/2) times the Registered Nurse's basic hourly rate of pay but such overtime shall not exceed one and one-half (1-1/2) times the basic hourly rate of pay for intermediate grade, Step 1 of the current Nurse pay schedule.
- 1212 During each work day, one meal period of thirty (30) minutes duration will be allowed after approximately four (4) hours of work. The Registered Nurse will be relieved for the meal period, and when relieved, may leave the work station.
- 1213 The identification, determination, and effect of holidays on work schedules and pay, shall be in accordance with provisions of VA Manual MP-5, Part II, Chapters 3 & 7 and DM&S Supplements thereto. Days paid as holidays are covered in the VA MP-6, Part V. A Registered Nurse may request in writing to be scheduled on any or all paid holidays.
- 1214 Rest periods of approximately ten (10) minutes each shall normally be provided at or near the midpoint of each four (4) hours of work for each Registered Nurse, however, patient care requirements

shall take precedence. Those Registered Nurses who are unable to take their normal rest periods on a repetitive basis will be encouraged to make the facts known to the Nursing Service for purposes of obtaining a remedy.

1215 Assignments & Shifts

1216 Registered Nurses shall normally be assigned to a base unit. When Registered Nurses float to work in other units, excluding their base unit, they shall be responsible for the area of relief assignment only.

1217 The Employer will strive to incorporate autonomous intra-service float coverage on an equitable and mutually acceptable basis.

1218 The Parties recognize the need for continuity of staffing for patient coverage. The Employer will make every effort to keep tour rotation to a minimum with the objective of tour rotation elimination. Certain rotation of tours of duty may be unavoidable, and where needed, such assignments will be equitably distributed among Registered Nurses within the work unit.

Registered Nurses who wish assignment to the P.M. tour or the Night tour will normally receive such assignment provided a vacancy occurs; provided further that the Registered Nurse has the required job skills for the work assignment. Such placements will be permanent, except that the Employer may reassign a Registered Nurse to the Day tour for purposes of skills evaluation and development.

1219 There are four (4) tours or shifts of work per twenty-four (24) hour period with normal starting times scheduled as follows:

Day Tour:	0600 to 1430 hours
	(Day tours start each ½ hour between 0600 & 1000 hours)
Mid Tour	1000 to 1830 hours
	1200 – 2030 hours
	1300 – 2130 hours
Evening Tour	1530 to 2400 hours
Night Tour	2330 to 0800 hours

When changes to these tours of duty and/or starting times are deemed necessary by the Employer, the Association shall be notified in writing, and provided the opportunity to negotiate on the impact of such changes.

1220 Tour differential pay will be paid in accordance with VA Manual MP-5, Part II, Chapter 3, 4,h, (1) which provides that a Registered Nurse who performs work on a tour of duty, and part of which is within the period commencing at 1800 hours and ending at 0600 hours, shall receive additional pay at the rate of ten (10) percent of the Registered Nurse's basic hourly rate of pay for each hour of work on such tour, provided four (4) or more hours of the tour fall between 1800 hours and 0600 hours, When fewer than four (4) hours fall between 1800 hours and 0600 hours the Registered Nurse shall receive the differential pay for each hour of work performed between those hours only.

1221 Professional Utilization

1222 The Parties agree that the maximum professional utilization of Registered Nurses is of primary importance to ensure proper patient care, and as a recruiting incentive. Therefore, Registered Nurse's work activities will be reviewed in order to maximize their professional utilization. The Registered Nurse Association Committee will be a vehicle for this purpose.

1300 ARTICLE XIII – SICK LEAVE & LEAVE FOR MATERNITY PURPOSES

1301 Sick Leave

1302 Registered Nurses shall earn and be granted sick leave in accordance with applicable statutes, VA regulations and Employer policy. The Parties recognize the importance of sick leave as a privilege and the obligation of each Registered Nurse to use sick leave only when incapacitated for the performance of duty due to illness or injury, or other valid medical reason. The general sick leave provisions of VA Manual MP-5, Part II, Chapter 7 and DM&S Supplements thereto shall be controlling.

- 1303 A Registered Nurse unable to report to work due to sickness or injury shall notify the Unit Supervisor by telephone at least two (2) hours before the beginning of the scheduled shift on each day of absence and request approval for sick leave. If a Registered Nurse cannot notify the Unit Supervisor within two (2) hours, notification will be made at the earliest possible moment. In the event that the Unit Supervisor cannot be contacted directly, the Registered Nurse shall call the appropriate Assistant Chief of Nursing Service, and state the inability to report for duty and the reason.
- 1304 Sick leave in excess of three (3) workdays must ordinarily be supported by a medical certificate, to be submitted by the Registered Nurse to the Unit Supervisor upon return to duty. Where a physician is not available or where the Registered Nurse's illness does not require a physician, certification of illness by the Registered Nurse on SF-71, may be accepted in lieu.
- 1305 A Registered Nurse absent for seven (7) or more calendar days may be required by the Unit Supervisor to report to Personnel Health Services before returning to duty. Upon being found physically qualified to return to regular duties, the Personnel Health Services will furnish the Registered Nurse with a notice to that effect and the Registered Nurse will report immediately for work. If the Registered Nurse is not found physically qualified to resume regular duties, the Registered Nurse will be so advised and will so inform the Unit Supervisor.
- 1306 The Employer's policy does not require a medical certificate to support an application for sick leave for a period of three (3) workdays or less. However, a certification may be required in those cases where there is a substantial reason to indicate the individual Registered Nurse is abusing sick leave privilege. In such cases, the Registered Nurse should first be advised in writing by the Unit Supervisor, that because of the Registered Nurse's questionable sick leave record, a medical certificate may be required for each subsequent sick leave absence. If such action does not result in an improved sick leave record, the Unit Supervisor will advise the Registered Nurse, in writing, that all

future requests for sick leave must be supported by a medical certificate. This written advice will also explain fully why the Registered Nurse is suspected of abusing sick leave. The attendance records of Registered Nurses required to submit a medical certificate for each absence of sick leave will be reviewed semi-annually by the Unit Supervisor and the requirement withdrawn if warranted. The Unit Supervisor authorized to approve sick leave must ascertain in each individual case whether the circumstances factually justify approval of the request. The Registered Nurse will be notified promptly, in writing, of disapproval of sick leave.

- 1307 A Registered Nurse who becomes sick after reporting for duty may request to leave work and be placed on sick leave by the Unit Supervisor. Such a Registered Nurse may be instructed to report to the Personnel Health Services for examination prior to departing the hospital and before being placed on sick leave. If the Personnel Health Physician recommends that the Registered Nurse be sent home, the Registered Nurse will request sick leave from the Unit Supervisor for the balance of the day; however, the Registered Nurse is required to report further absence within two (2) hours before the start of the shift on the following day, as provided In Paragraph 1303 of this Article.
- 1308 Advanced sick leave is defined as sick leave that has not been earned.
- 1309 Advanced sick leave not to exceed 240 hours may be requested in writing in case of serious illness or injury and must be supported by a medical certificate. Sick leave will not be advanced to a Registered Nurse holding a time limited appointment, or one terminating on a specific date, in excess of the amount to accrue during the remainder of the appointment. Sick leave will not be advanced to a Registered Nurse with an abusive sick leave record, a chronic illness or to a Registered Nurse known to be contemplating separation by retirement or resignation. In each case there should be reasonable expectation of return to duty as a prerequisite to approval of advanced sick leave. Requests for advanced sick leave will be processed in accordance with the Employer's policy. A Registered Nurse may request to liquidate

advanced sick leave by a charge against an equivalent amount of annual leave provided the annual leave is substituted prior to any time it would be forfeited, and if the approving official would have been willing to grant the annual leave had the Registered Nurse requested it. The Association recognizes that the Employer has the final authority for the approval of advanced sick leave.

1310 Registered Nurses will be permitted to work when they are able to perform all of their regular duties. If the Registered Nurse is unable to perform the regular duties of the position, as determined by the Unit Supervisor and as based on the medical findings of the Employer's Personnel Health Physician, or a private physician, then sick leave may be authorized.

1311 Leave for Maternity Purposes

1312 For purposes of this Agreement, the terms "pregnancy" and "maternity" will be used interchangeably to ensure Registered Nurses authorized leave in accordance with VA Manual MP-5, Part II, Chapter 7 and DM&S Supplements thereto.

1313 The services of Registered Nurses who are pregnant should be utilized to the extent their health will permit. However, such utilization may not extend beyond the date determined by the personal physician, or when a Registered Nurse fails to meet the physical requirements of the assignment. Therefore, Registered Nurses will be encouraged to report pregnancy as soon as it is an established fact. The earliest possible knowledge of such condition will provide the opportunity to protect the Registered Nurse's health and permit such planning as may be necessary for staff adjustment during the Registered Nurse's prospective absence.

1314 Pregnancy and the physical condition incident thereto will ordinarily be established from medical evidence submitted by a Registered Nurse's personal physician. However, in those cases when there is any question as to a Registered Nurse's physical ability to perform the duties without hazard to personal health, examination by Personnel Health Services will be conducted. The date during a Registered Nurse's pregnancy on which the

Registered Nurse reaches the point of being incapacitated for duty will be determined medically according to the circumstances of the individual case.

1315 Registered Nurses will be granted accumulated and accrued sick leave consistent with the medical need therefore, when it has been established that they are unable to perform their duties due to pregnancy. In addition, advanced sick leave, annual leave, advanced annual leave, and leave without pay may be authorized consistent with the provisions of MP-5, Part II, Chapter 7, DM&S Supplements thereto, and local hospital policy.

1316 A Registered Nurse who expresses the intention to resign because of pregnancy will be informed by the Employer of all entitlement to accumulated and accrued sick leave, consistent with the medical need therefore. However, in all cases, application for pregnancy leave will be requested on SF 71 and supported by a medical certificate or other evidence acceptable to the Employer.

1400 ARTICLE XIV – FORCED LEAVE

1401 Before the Hospital institutes a policy of forced annual leave or furlough, the Association shall be advised of the reasons and the method for the implementation thereof. Forced leave shall be defined as the unilateral application of accrued leave without the Registered Nurse's approval. Individual Registered Nurse seniority shall be one of the principle determining factors in the application of forced leave.

1500 ARTICLE XV – ANNUAL LEAVE

1501 Registered Nurses shall earn and be granted annual leave in accordance with applicable laws, VA regulations and the Employer's policy.

1502 The granting of annual leave shall be a matter of administrative discretion as to when and in what amounts it may be authorized. Requests for annual leave shall be acted upon in the light of essential medical services, and with due regard to the welfare and preferences of individual Registered Nurses. Registered Nurses

are encouraged to take annual leave for at least two (2) consecutive weeks each year for purposes of rest and relaxation.

- 1503 Registered Nurses can avoid forfeiture of excess annual leave by having such leave scheduled and approved in accordance with paragraph 1506 of this Article. In the event such annual leave must then be cancelled because of patient care needs or sickness of the Registered Nurse and cannot be rescheduled prior to the end of the leave year it will be restored under the provisions of MP-5, Part II, Chapter 7, 7b(2) (a) 4. The non-use of annual leave shall not in itself be considered desirable, and Registered Nurses are encouraged to schedule leave time off under the provisions of this Article.
- 1504 Each Registered Nurse will be responsible for planning individual annual leave in accordance with the Employer's policy, subject to approval by the Employer. Multiple Registered Nurse leave requests will be favorably considered on an equitable basis. The Unit Supervisors are responsible for scheduling and approving annual leave of ten (10) days or less. Any period of annual leave over ten (10) days will be approved by the appropriate Assistant Chief, Nursing Service.
- 1505 Requests for annual leave for the following leave year will be submitted to the Unit Supervisor, in writing, not later than November 15th of the preceding year, indicating first and second choices of time off. A list of planned annual leaves will be posted on each unit. Generally, two (2) consecutive weeks annual leave will be granted at one time, however, a longer period may be granted if not in conflict with patient care needs and other Registered Nurse requests. When there is a conflict of leave choices among Registered Nurses within the leave scheduling Unit, the conflict will be resolved on the basis of the following considerations:
- (a) Review of the leave taken during the past year by the Registered Nurses involved to assure a fair rotation of desirable annual leave periods.
 - (b) Registered Nurse Seniority of those involved; seniority as defined in Article XVIII.

1506 When annual leave periods have been requested and approved, they will not be changed by the Registered Nurse or by the Unit Supervisor except as follows:

- (a) When the granting of approved leave would severely jeopardize the mission of the Employer and patient care.
- (b) When the Registered Nurse requests a leave change that does not adversely affect a request made by another Registered Nurse.

When changes by either Party become necessary, they must be of an emergency nature, and the moving Party will be given as much advance notice as possible. Such action shall not cause a Registered Nurse to forfeit accrued annual leave. A Registered Nurse who has made long standing arrangements and/or paid reservations may immediately appeal changes to their leave schedule to the appropriate Assistant Chief, Nursing Service

1507 To provide an equitable basis of leave during the preferred leave period of June, July and August, Registered Nurses will request no more than ten (10) leave days for this period each year. Special consideration will be given on an individual basis, in which there are unusual or extenuating circumstances requiring additional leave during the preferred leave time.

1508 Annual leave in the December-January holiday period may include either the Christmas holiday or the New Year holiday, but will not usually include both. In the weeks including the respective holidays, requests for periods of annual leave of five (5) days or more will not be granted.

1509 A statement of accrued leave is provided each Registered Nurse for each pay period. It shall be the responsibility of the Registered Nurse to consult with the Unit Supervisor for the purpose of scheduling the use of excess leave throughout the year to prevent the loss of leave. When a Registered Nurse is transferred within the hospital by the Employer and has previously scheduled annual leave, such leave scheduled will remain unchanged. A Registered

Nurse who is transferred by personal request shall be subject to renegotiate scheduled leave with the receiving Unit Supervisor.

1510 Annual leave for emergency or unforeseen reasons may be approved on a fair and individual basis, depending upon the specific circumstances in each case. Registered Nurses who are unable to report for duty due to emergency or unforeseen reasons are expected to contact their Unit Supervisor and request emergency annual leave within two (2) hours of the beginning of the work shift, and each day of absence thereafter, depending upon the circumstances of the absence. A request for emergency annual leave for unforeseen reasons will be granted provided the basis for the request is valid, and the Registered Nurse could not reasonably be expected to report for duty. The requirement for daily notification will be waived when emergency leave is approved for an extended period.

1511 Registered Nurses requesting unscheduled annual leave shall submit their request to the Unit Supervisor as early as the need is known on a Standard Form 71, but not less than three (3) days before the leave period. Under normal circumstances, workload permitting, a Registered Nurse's request for leave submitted in accordance with this Paragraph will be approved. Notification of action taken by the Employer will be given to the Registered Nurse within the shortest time possible but not less than one (1) day before the beginning date of requested leave. Annual leave for eight (8) hours or less may be requested without regard to the three (3) day requirement, and will normally be approved, workload permitting.

1600 ARTICLE XVI – ASSOCIATION EXCUSED ABSENCE & LEAVE

1601 The Employer will grant an excused absence of eight (8) hours during any twelve (12) month period to each Association Officer or Association Representative, when mutually agreed that such absence is for the purpose of performing or participating in activities as provided in 5 USC 7131(d) which does not involve activities relating to the internal business of the Association. Under no circumstances shall the Employer grant more than two (2) such absences to any one Registered Nurse in a twelve (12)

month period. This clause shall not apply to Registered Nurses serving at Labor-Management Agreement negotiations, nor standing or special committees within the hospital.

1602 The Employer may grant a Unit member Registered Nurse leave without pay (LWOP) to serve as an officer or representative of the UNAC/UHCP organization upon thirty (30) days written advance request. It is mutually agreed that normally no more than one (1) Registered Nurse will be on such leave without pay during any period of time.

1700 ARTICLE XVII – CIVIC RESPONSIBILITIES

1701 Court leave shall be granted by the Employer in accordance with Article II of this Agreement and with the provisions of the Federal Personnel Manual, Chapter 630, Subchapter 10, and the Federal Personnel Manual Supplement 990-2, Book 630, Subchapter S10 and VA Manual MP-5, Part I, Chapter 630.

1702 The provisions of the Federal Personnel Manual and VA Manual directives listed in Paragraph 1701 shall apply to a Registered Nurse's regular pay and the disposition of fees received by the Registered Nurse for any type of court leave.

1703 In accordance with VA Policy, Registered Nurses scheduled to work on civil election days and who are eligible to vote in such elections, will be excused without charge to leave or loss of pay, in order to vote as follows: Where the polls are not open at least three hours either before or after the Registered Nurse's regular hours of work, the Registered Nurse may be granted an amount of excused leave which will permit reporting for work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time. It is understood that Registered Nurses who do not intend to vote or who are not eligible to vote are not entitled to such time off. If the Registered Nurse's voting place is beyond normal commuting distance and vote by absentee ballot is not permitted, the Registered Nurse may, upon written request, be granted additional time off, as appropriate, in accordance with applicable regulations and on a case by case basis.

1704 For Registered Nurses who vote in jurisdictions which require registration in person, excused time to register will be granted on the same basis for voting, except that no time shall be granted if registration can be accomplished by mail or on a non-workday.

1705 Jury Duty

1706 A Registered Nurse who reports for jury duty and who is granted court leave will be excused from work on the days required to serve. A Registered Nurse who is granted court leave and is excused or released by the court for any day or substantial portion of a day is expected to return to duty except when only a small part of the work day would be involved; or the distance from the court to the work place is such that it would place an unreasonable requirement upon the Registered Nurse, or the regular tour of duty occurs on evenings or nights. When a Registered Nurse serves on extended jury duty, the Employer will make every effort to schedule the Registered Nurse off on Saturday and Sunday when appropriate.

1800 ARTICLE XVIII – INTERNAL PLACEMENT

1801 All Registered Nurse position vacancies shall be posted for no less than ten (10) calendar days in the major nursing care areas of the medical facility. Postings will be sequentially numbered, and will display special skills requirements if any, unit and tour of work for each vacancy, with opening and closing dates of the posting. A copy of all Registered Nurse postings will be forwarded to the Association President.

1802 Registered Nurse(s) interested in applying for a posted vacancy shall respond by written memorandum to the Chief Nursing Service prior to 2400 hours of the closing date of the posting.

1803 Registered Nurses employed at the medical facility prior to the posting, and who meet the posted requirements, shall receive first consideration over candidates from other sources.

- 1804 The results of all placements will be posted within forty-eight (48) hours following selection(s). The announcement(s) will give a posting number.
- 1805 In the event two (2) or more Registered Nurses apply for the same job, and who possess essentially the same skill and ability as determined by the Employer to perform the work, seniority shall apply as one factor in making the final selection.
- 1806 Seniority shall be defined as the Entry on Duty (EOD) date upon which the individual was first employed as a Registered Nurse at the VA Loma Linda Hospital.
- 1807 Problems in determining relative seniority dates between Registered Nurses shall be mutually studied by the Parties in order to arrive at an equitable solution.
- 1808 New job assignments will be based on the overall professional competency and qualifications of the Registered Nurse, the standard educational requirements, and the ability to perform the essential elements of the job.
- 1809 Following the granting of a new job assignment resulting from a posting, the Registered Nurse shall complete a thirty (30) calendar day familiarization period. Should the Registered Nurse fail to perform satisfactorily in the new assignment, or personally elect to return to the former assignment, the Registered Nurse shall be returned to the former or comparable assignment, to the extent possible.

1900 ARTICLE XIX – STAFF ADJUSTMENTS & RE-EMPLOYMENT

- 1901 All Staff adjustments will be carried out in compliance with the provisions of MP-5, Part II, Chapter 11, Section B, paragraphs 4, 5, and 6.
- 1902 The Employer shall notify the Association as far in advance as is possible when it is determined that Registered Nurses are employed in excess of local needs, and of the reasons. The

Employer also agrees to inform the Association of the number of Registered Nurses affected.

- 1903 When determining which Registered Nurses are in excess of local needs the primary consideration shall be the continuation of the highest possible quality patient care. In making such determinations, the Employer shall:
- (a) Determine the general and special skills actually required to effectively maintain continuity of treatment.
 - (b) Identify the treatment areas in which a reduction in the number of Registered Nurses would result in the least interruption to the total care and treatment of patients.
- 1904 Whenever the qualifications of all individuals involved are otherwise generally equal, retention will be determined in the following order:
- (a) Preference will be given to Veterans; and within this group a seniority ranking will be developed on the basis of length of creditable Federal service.
 - (b) All non-veteran Registered Nurses will be ranked by their individual seniority based on the length or creditable Federal service.
 - (c) A Registered Nurse whose position has been eliminated in a staff adjustment may displace a Registered Nurse within the hospital standing lower on the retention register, provided the displacing Registered Nurse meets the requirements of the position.
- 1905 A Registered Nurse whose position is to be eliminated due to a staff adjustment shall have ten (10) calendar days to consider any offer(s) of local placement under staff adjustment procedures.
- 1906 Registered Nurses, excluding temporary appointments, deemed to be in excess of the local needs will be offered transfers to available vacancies at other VA facilities. Such Registered Nurses shall have thirty (30) calendar days to consider any offer(s). Registered Nurses who do not accept VA transfer may be

separated at the decision of the Chief Medical Director or the Administrator, as appropriate.

1907 Separated probationary Registered Nurse(s), upon rehire, will be required to complete only the remaining portion of the probationary period, provided they had completed satisfactory service of at least six (6) months duration in the original probationary period prior to an involuntary separation, and provided the break in service does not exceed one (1) year.

2000 ARTICLE XX – COMMITTEES

2001 The Association will recommend member Registered Nurses for assignment to appropriate committees identified in this Article. The Employer will consider recommended Registered Nurses to serve on each of the following committees: (1) Equal Employment Opportunity; (2) Safety, Occupational Health and Fire Protection; (3) Disaster Committee; and (4) Nursing Education Committee. Any committees which may be established subsequent to this Agreement on which Registered Nurses would be appropriate members will be added.

2002 Association representation will be afforded, whenever possible on committees for Combined Federal Campaigns, Red Cross, Blood Donation Drives, and U.A. Savings Bond Drives.

2100 ARTICLE XXI – DISCIPLINARY ACTIONS

2101 The Employer recognizes the right of Registered Nurses to grieve disciplinary actions under Article XXIV.

2102 Whenever a Registered Nurse's performance of duty or personal conduct is unsatisfactory because of inaptitude, inefficiency, neglect, or unwillingness to comply with instructions, established policies, procedures, rules and regulations, appropriate disciplinary action will be taken in accordance with the provisions of MP-5, Part II, Chapter 8, and DM&S Supplement. The Parties agree that disciplinary action will not be taken in cases of error of professional judgment when negligence is not involved, nor in cases of differences of professional opinion.

- 2103 The Unit Supervisor is responsible for maintaining discipline among the Registered Nurses supervised and for the initiation of appropriate disciplinary action where the facts warrant such action.
- 2104 The Employer agrees that necessary disciplinary action shall be initiated without delay. Registered Nurses shall have the right to have an Association Representative present at any meeting called by the Employer when the Registered Nurse reasonably believes such meetings may result in disciplinary action.
- 2105 The Employer agrees that where a disciplinary action is contemplated, or when a Registered Nurse is presenting a grievance or an appeal to a disciplinary board, the Registered Nurse must be advised of the right to be accompanied, represented and advised by a representative. It is agreed that normal communications not involved with contemplated discipline is a private matter of communication and consultation between a Registered Nurse and a supervisor.
- 2106 When a disciplinary action is to be taken and the Registered Nurse requests representation, there will be no further communication or action until the representative is present.
- 2107 If a Registered Nurse elects to be represented by the Association in a disciplinary action, copies of all correspondence addressed to the Registered Nurse by the Employer will also be forwarded to the appropriate Association Representative.
- 2108 When a Registered Nurse does not elect to have Association Representation, the Association may have an observer present at disciplinary hearings without charge to annual leave, if agreeable to Employer Representatives conducting such hearings.
- 2109 The Employer agrees to informally discuss with the Registered Nurse and the representative the basis for any proposed disciplinary actions initiated by the Employer, prior to its being reduced to writing. The Employer will carefully consider the Registered Nurse's views and inform the Registered Nurse of the decision before initiating or recommending formal action.

Permanent Registered Nurses are covered by the provisions of this Article. Probationary Registered Nurses are covered under the provisions of MP-5, Part II, and DM&S Supplement.

- 2110 The Employer agrees that letters of admonishment and reprimand shall specifically state that the Registered Nurse has the right to be represented by the Association if they so desire.
- 2111 Registered Nurses will receive copies of all disciplinary notices placed in their Official Personnel Folders, and shall have the right to rebut in writing any disciplinary notice. Rebuttals to admonishments and reprimands shall be attached to the disciplinary notice and placed in the personnel folder. After two (2) years, admonishments, except for abuse of patients, will be withdrawn from the personnel folder and destroyed. Reprimands, except for abuse of patients, will be withdrawn after three (3) years. Admonishments and reprimands may be withdrawn earlier; admonishments after six (6) months; reprimands after two years; by the Hospital Director, if the action was initially issued at that level, and if subsequent evaluation of the individual is such as to warrant early withdrawal. If a request for withdrawal is initiated below the level of the official who issued the action, it must be approved at the level of the official who issued it. An affected Registered Nurse shall have the right to review the personnel folder to ensure that outdated disciplinary notices have been removed.
- 2112 Personnel Record Information
- 2113 The Employer shall provide the Registered Nurse with an extra copy of disciplinary notices for the Registered Nurse to give to the Association President, at the election of the Registered Nurse. The Privacy Act permits the release of notices if authorized in writing by the Registered Nurse.
- 2114 The Employer further agrees that upon request by the Association, and with the written consent of the Registered Nurses and when accompanied by the Registered Nurse, to allow an Association Representative to review in the presence of a personnel office

representative any material in the Registered Nurse's Official Personnel Folder.

2115 In any case where the Employer and the Registered Nurse agree to revise or remove personnel records materials, the Employer shall provide evidence of the revision, and/or hand to the affected Registered Nurse all documents being removed.

2116 To satisfy Federal record keeping requirements, copies of disciplinary notices such as admonishments and more severe actions shall be maintained in the Official Personnel Folder. However, the evidence file relating to these actions, if any, will be maintained separate and distinct from the Official Personnel Folder, and such evidence file will not be accessible to other than administrative management personnel on a need to know basis.

2200 ARTICLE XXII – OCCUPATIONAL SAFETY & HEALTH

2201 General Safety

2202 The Employer will continue to exert every reasonable effort to provide and maintain safe and effective professional employment conditions and occupational health protection for the Registered Nurses. The Association will in turn, encourage all Registered Nurses to work in a safe manner.

2203 Registered Nurses will be alert to observe unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate area which represent safety hazards. Safety problems recognized by a Registered Nurse(s) will be corrected by the Registered Nurse(s) or reported to the appropriate supervisor for corrective action.

2204 The Employer shall provide Registered Nurses with protective clothing and equipment as is required to perform work in a hazardous environment in accordance with VA policy.

2205 Safety Committee

2206 The Association shall designate at least one (1) Unit Registered Nurse as a member of the Hospital Safety Committee. The association Safety Committee Representative will attend all called meetings on duty time. It shall be the responsibility of the Association President to provide replacement as necessary.

2207 Personnel Health Services

2208 In accordance with the provisions of DM&S Supplement, MP-5, Part II, Chapter 10, Paragraph 10.06, the Employer agrees to make a complete physical examination available to Registered Nurses on a voluntary basis in the anniversary month of their employment. Such examination shall include a minimum, blood tests and urinalysis. Chest x-rays are required only under the circumstances described in MP-5, Part I, Chapter 792, Paragraph 15. Registered Nurses who are found to have an injury, disease or physical condition that is non-occupational will be referred to their private physician.

2209 A Registered Nurse who experiences a non-work related ailment on duty will be referred to the Personnel Health Service in accordance with published Hospital Policy.

2210 The Employer agrees to conduct a Radiation Safety Program as required by the regulations of the Nuclear Regulatory Commission (NRC) and the Veterans Administration. The Parties agree that those Registered Nurses who are deemed by the Radiation Safety Officer to be occupationally exposed to ionizing radiation shall be subject to the Employer's radiological personnel monitoring program, and be required to take such pre-employment and periodic physical examinations and tests as NRC and VA regulations require.

2211 Registered Nurses who suffer a work related injury or illness are required to report such injury or illness to the appropriate supervisor for referral to the Personnel Health Services and preparation of forms CA-1 or 2, as appropriate, upon first awareness of a known or suspected problem.

2212 The Employer will periodically provide training in body mechanics and the operation of patient moving equipment to Registered Nurses performing duties for which such training would be appropriate.

2300 ARTICLE XXIII – PROFESSIONAL ADVANCEMENT

2301 Promotion

2302 Registered Nurses are periodically evaluated and will be considered for promotion to the next higher grade when they meet the requirements specified in MP-5, Part II, Chapters 2 and 5, DM&S Supplement MP-5, Part II, Chapters 2 and 5.

2303 The Nurse Professional Standards Board will review the Registered Nurse's Official Personnel Folder. The Board will analyze the individual's qualifications based on the Proficiency Report, narrative job performance evaluations, and any other official transcripts and documentation. Evaluations will clearly indicate specific professional and nursing practice administrative strengths and weaknesses and accomplishments or lack thereof. Attention will be given to the requirements as specified in DM&S Supplement, MP-5, Part II, Chapter 2, "Nurse Qualification Standards," and in Chapter 5, "Criteria for Consideration." These qualification standards are attached as Appendix A to this Agreement, and are on file in the office of the Chief Nursing Service and on each unit in the Nursing Service Memorandum Manual

2304 If the Registered Nurse is found eligible for promotional consideration, the Board will make a recommendation that the Registered Nurse will either be promoted or not promoted, and specify reasons for its recommendation. The Board action, with all related documents, will be forwarded by the Chief Nursing Service to the appropriate approving official in the hospital.

2305 The Personnel Service will notify the Chief Nursing Service when Board action is approved or disapproved. The Chief Nursing Service will inform the Registered Nurse in writing of the results of promotional consideration. If the Registered Nurse is not

promoted, the Chief Nursing Service or designee will review the specific reasons with the Registered Nurse. Upon request by the individual Registered Nurse, mutually acceptable written objectives will be developed to meet promotional requirements.

2306 Local Appeal

- 2307 If a Registered Nurse who has acquired permanent status, or a Registered Nurse serving a probation appointment, believes that the action taken to deny a promotion not requiring a waiver by the Chief Medical Director, or a designee, was improper, the provisions of MP-5, Part II, Chapter 5, will apply. The Registered Nurse may discuss the dissatisfaction with the Chief, Nursing Service or designee. If the Registered Nurse feels that such explanation is not satisfactory, the Registered Nurse may then discuss the action with the Chief of Staff. If after discussion with the Chief of Staff, the Registered Nurse is still not satisfied, the Registered Nurse will be advised that a formal request for reconsideration may be submitted to the Hospital Director.
- 2308 Any appeal for reconsideration must be submitted in writing to the Hospital Director within ten (10) calendar days following discussion with the Chief of Staff. The appeal will state the specific facts and circumstances which caused the Registered Nurse to believe that the action was not proper. The appeal will state the corrective action desired, and include a brief summary of the results of the informal attempts to obtain a satisfactory result. If the appeal for reconsideration does not provide all of the needed information, the Hospital Director will advise the Registered Nurse in writing to furnish specific items of information.
- 2309 On review of the promotion file, and the information provided in the Registered Nurse's appeal for reconsideration, the Hospital Director will decide whether to refer the appeal for reconsideration to the appropriate Board; however, the Medical District Board will be the appropriate Board to review Registered Nurse appeals provided such Board initially considered the Registered Nurse's promotion.

2310 If after referral to the appropriate Board for reconsideration, and if the Hospital Director agrees with the Board's recommendation that the Registered Nurse should be promoted, the Hospital Director will authorize the adjustment of the Registered Nurse's grade.

2311 If, after referral to the appropriate Board for reconsideration, the Hospital Director disagrees with the Board's recommendation, the complete promotion file, including the Registered Nurse's Official Personnel folder, with the Hospital Director's comments will be forwarded to the Chief Medical Director for action.

2312 If, after review of the promotion file and the information provided in the Registered Nurse's appeal for reconsideration, the Hospital Director still agrees with the Board's initial recommendation that the Registered Nurse should not be promoted and decides not to refer the Registered Nurse's appeal to the Board, the Registered Nurse will be advised, in writing, that a review of the decision by the Chief Medical Director may be requested.

2313 Appeal to Chief Medical Director

2314 If after referral to the appropriate Board for reconsideration the Hospital Director agrees with the Board's recommendation that the Registered Nurse should not be promoted the Registered Nurse will be advised, in writing, that a review of the decision by the Chief Medical Director may be requested. Any appeal will be made in writing to the Chief Medical Director through the Hospital Director within fifteen (15) calendar days after the Registered Nurse is advised of the decision. The complete promotion file, including the Registered Nurse's Official Personnel Folder, will be forwarded by the Hospital Director to the Chief Medical Director through channels.

2315 Registered Nurse Representation

2316 Any Registered Nurse who requests assistance by the Association may have representation at the meeting with the Chief Nursing Service, or designee as provided in Paragraph 2405, or at the meeting with the Chief of Staff as provided in Paragraph 2407.

2317 The appeals procedure as provided in this Article shall constitute the total remedy, and any professional advancement disputes will not be subject to the Grievance & Arbitration Article.

2318 Informal Appraisal

2319 The Unit Supervisor is responsible for informing the Registered Nurse of the principle duties and responsibilities of the position as well as ongoing evaluation of the expected levels of performance. The Employer agrees to encourage supervisors to keep informal appraisal records and anecdotal notes, and to discuss the contents of such notes with the Registered Nurse. All anecdotal notes will be signed by the Unit Supervisor and the Registered Nurse. The signing of these notes indicates only the sharing of their contents.

2400 ARTICLE XXIV – GRIEVANCE & ARBITRATION PROCEDURE

2401 Any complaint or dispute arising between a Registered Nurse and the Employer concerning the interpretation or application of the provisions of this Agreement, or any questions relating to hours of work, or other conditions of employment, shall be resolved in accordance with this Article. A grievant Registered Nurse and an Association Representative will be afforded reasonable administrative time to review and handle the grievance.

2402 It is the intent of the Parties that differences should be resolved promptly, equitably, and whenever possible on an informal basis at the immediate supervisory level. The prompt settlement of complaints is desirable in the interest of sound labor-management relations. Informal verbal discussion of complaints between the Registered Nurse and the immediate supervisor is required prior to initiating a grievance. An Association Representative may attend such meetings when requested by the Registered Nurse.

2403 This Article, except as required by law, or where specifically excluded, is the exclusive procedure for the adjustment of grievances by Registered Nurses or by the Parties. Grievances may be presented and processed by; (a) a Registered Nurse individually, in which case the Association Representative shall

have the right to be present during the proceedings; (b) a Registered Nurse represented by the Association; (c) the Association on behalf of one or more Registered Nurses; (d) the Association on its own behalf; or (e) the Employer on its own behalf.

2404 Grievances under Paragraph 2403 concerning appropriate matters relating to the employment of a Registered Nurse will be submitted to the Registered Nurse's immediate supervisor. When a grievance is reduced to writing, it will state specifically the condition being grieved, the remedy sought, and must be signed and dated by the Registered Nurse and by the Association Representative, where designated.

2405 Grievances must be submitted within fifteen (15) workdays after the incident which gave rise to the grievance, unless the circumstances of the case made it impossible for either the Registered Nurse or the Association to know there were grounds for a grievance prior to that date. In such event, a grievance to be timely must be presented within fifteen (15) workdays after the grievant first knew of such grounds. These grievances will be considered only after the informal verbal discussions specified in Paragraph 2402. As used in this Article, workdays shall be defined as Monday through Friday except holidays.

2406 Grievances shall be processed in the following manner:

2407 Step 1 Within five (5) workdays of receipt of the original grievance, the Registered Nurse's supervisor shall hold a meeting with the Registered Nurse and the designated Association Representative to discuss the matter. The supervisor's written response will be provided to the Registered Nurse within five (5) workdays of the meeting. If the response does not resolve the issue, the aggrieved Registered Nurse or the Association may appeal the grievance to Step 2.

2408 Step 2 The Registered Nurse and/or the Association shall submit a written grievance, on a form provided by the Association, to the Chief Nursing Service within ten (10) workdays following receipt of the written decision in Step 1. A Step 2 meeting shall be

conducted. The Registered Nurse will be provided with a written response to the grievance within ten (10) workdays after the final Step 2 meeting. If the response does not resolve the grievance the Registered Nurse and/or the Association may appeal the grievance to Step 3.

2409 The Parties agree to raise any questions of grievability or arbitrability of an issue prior to the time limit or the written answer in Step 2. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

2410 Step 3 The Registered Nurse, and/or the Association may appeal the grievance in writing to the Hospital Director or designee within ten (10) workdays of the Step 2 response, after which a Step 3 meeting shall be conducted. The Hospital Director or designee shall give written answer to the grievance within ten (10) workdays following completion of the Step 3 meeting.

2411 Discipline Grievances

2412 Grievances concerning disciplinary action issued locally will be submitted directly to a management representative above the level initiating the disciplinary action. Disciplinary grievances must be submitted within fifteen (15) workdays following the Employer's disciplinary action. The Registered Nurse's grievance will be considered under the provisions of the Step involved.

2413 Institutional Grievances

2414 Grievances concerning interpretation or application of the Agreement, or any law, rule, or regulation affecting conditions of employment, but which does not concern the employment of any single Registered Nurse, will be resolved through the following institutional procedure.

2415 Either Party may raise an issue concerning a matter as cited above. The designated representatives of the Parties will meet and attempt to resolve the dispute informally.

2416 In the event the dispute is not resolved, the Association President or designee, or the Hospital Director or designee, whichever is the moving Party, may file a written request for the other's official position in the matter pending. Such request will clearly state that the issue is being grieved, and will contain a statement of dispute and the position of the moving Party. The responding Party will have twenty (20) workdays in which to provide an answer in writing.

2417 If there is no response in twenty (20) workdays, or if the written response does not resolve the dispute, the moving Party may proceed to Arbitration.

2418 Meetings held under this procedure are not an adversary process. They are fact finding discussions conducted by the Parties in an attempt to reach an agreement. Written documents may be incorporated with the grievance or incorporated in a request for review. Open and frank discussions of the problems are encouraged. Only issues that are relevant to the grievance as initially filed may be raised.

2419 Time Limits

2420 The time limits at any step of the grievance procedure may be extended by the mutual agreement of the Parties. If a time limit is not observed by the Registered Nurse and/or the Association, the grievance shall be considered settled. Should the Employer fail to meet any time limits, the Registered Nurse and/or the Association may advance the grievance to the next step. The Parties may mutually agree in writing to waive any step in this procedure.

2421 Appeal to Arbitration

2422 If no mutually satisfactory settlement is reached in Step 3, the Association may appeal to arbitration within fifteen (15) workdays of the date of receipt of the Director's or the designee's written decision. All time limits of this Article may be extended by mutual consent of the Parties to this Agreement.

2423 Arbitration Procedure

- 2424 Only those grievances processed through the grievance procedure may be submitted to Arbitration. Appeals to Arbitration must be made within fifteen (15) workdays following receipt of the written Step 3 grievance decision, or the institutional procedure response. The moving Party shall notify the other in writing that arbitration is requested and of the general reasons for the appeal. Only the Association or the Employer may invoke arbitration. No Registered Nurse may singularly bring a grievance to arbitration without the Association's sanction.
- 2425 Within five (5) workdays after receipt of an appeal to Arbitration, the Parties will hold a pre-arbitration meeting to again review the case in question, and to jointly select an arbitrator if the case cannot be resolved. If agreement on an arbitrator cannot be reached, the Parties will jointly request the Federal Mediation & Conciliation Service (FMCS) to submit a list of five (5) arbitrators. The Parties shall confer within five (5) workdays after receiving the list to choose an arbitrator. If the Parties cannot mutually agree to select one of the listed arbitrators, the Association or the Employer by lot will in turn strike one name from the list. The remaining named person shall be the arbitrator.
- 2426 Within ten (10) workdays following receipt of the request for Arbitration the Parties will meet to define the issues and to prepare a joint submission agreement. If the Parties cannot agree on a joint submission, each shall submit a separate written statement of the issue(s) to the arbitrator with a copy to the other Party. When there are separate submissions, then and only then may the arbitrator determine the issue(s) to be heard. Otherwise the arbitrator is bound by the joint submission agreement.
- 2427 The arbitrator shall have jurisdiction and authority to interpret the Agreement and to apply it to the particular case under consideration, but shall have no authority to change, modify, alter, delete, or add to the terms of the Agreement.
- 2428 The fees and expenses of the arbitrator, and the cost of a transcript, if mutually ordered, shall be shared equally by the Parties. Arbitration hearings will be held, whenever practicable, on

the Employer's premises or in a suitable place provided by the Employer, and will be held during the normal administrative workweek. The Association Representative, if an employee, the grievant, or any employee(s) called as a witness will be excused from duty without loss of pay, or a charge to leave, to the extent necessary to participate in the official proceedings. Overtime or compensatory time will not be paid to Registered Nurses or other employees for time involved in arbitration.

2429 The decision of the arbitrator will be final and binding on both the Association and the Employer. Either Party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority (FLRA) in accordance with that agency's regulations. The arbitrator will be requested to render the decision or award within thirty (30) calendar days.

2430 General

2431 The Association is the exclusive representative of all Registered Nurses covered by this Agreement, and is therefore the only Party which may represent a Registered Nurse or group of Registered Nurses in processing grievances under this Article. In the event that any Registered Nurse does not choose to have Association representation throughout the grievance procedure, the Association Representative will have the right to be present at each step of the grievance procedure.

2432 The following matters are excluded from the grievance and arbitration procedures of this Agreement:

2433 Matters over which the Employer does not have discretionary authority emanating from higher level directives, laws and regulations.

2434 Matters related to the exercise of the Employer Rights described in Article III of this Agreement.

2435 Any claimed violation of Subchapter III of Chapter 23 of the Civil Service Reform Act relating to prohibited political activities.

- 2436 Retirement, life insurance, or health insurance issues.
- 2437 A suspension or removal under Section 7532 relating to National Security reasons.
- 2438 Any examination, certification, or appointment.
- 2439 The classification of any position which does not result in the reduction in grade or pay of a Registered Nurse.
- 2440 All other matters for which a statutory appeals procedure exists such as complaints or prohibited discrimination, adverse actions, and removals for unacceptable performance.
- 2500 ARTICLE XXV – PROFESSIONAL DEVELOPMENT
- 2501 The Parties recognize the need to participate in continuing education programs to keep abreast of rapidly changing trends in patient care. Registered Nurses are encouraged to improve their professional knowledge and skill by pursuing educational programs, relative to professional growth and development.
- 2502 The Employer will consider providing Authorized Absences for Registered Nurse to attend workshops, seminars, and/or courses which will enhance and improve their performance. These activities may be approved by the Employer with due consideration for maintaining necessary staffing to meet patient care needs and within the confines of budgetary allowances.
- 2503 The Employer shall maintain on-going educational programs for Registered Nurses. The Employer shall make every effort to schedule required educational programs on each tour.
- 2504 General orientation will be provided for all newly hired Registered Nurses. Unit orientation will be provided according to the Registered Nurse's individual needs in fulfilling the requirements of an assignment, as determined by the Employer.

2600 ARTICLE XXVI – EMPLOYEE INDEBTEDNESS

2601 The Employer and the Association agree that a Registered Nurse is responsible for paying just debts. It is agreed that disciplinary action may be taken in accordance with the VA Standards of Conduct and MP-5, Part II, Chapter 8.

2700 ARTICLE XXVII – SUPPLEMENTS & AMENDMENTS

2701 Except for the duration period, as specified in Paragraph 2901, and except where the Parties are required by future law, regulation or policy to effect such change, no change in the terms of this Agreement during the life of the Agreement shall be made without the mutual consent of both Parties to enter into negotiations on the proposed change.

2702 When required by law, regulation or policy the Agreement shall be opened for amendment upon a written request of either Party made within thirty (30) calendar days after receipt of such law, regulation or policy. Requests for such amendments must include a summary of the amendment(s) proposed and must make reference to the appropriate law, regulation or policy upon which each such amendment request is based. The Parties shall meet within thirty (30) calendar days after receipt of such request to commence negotiations under mutually agreed ground rules. No changes shall be considered except those bearing directly on and falling within the scope of such law, regulation or policy.

2703 Throughout the duration of this Agreement, the Parties may, by mutual consent, negotiate a supplement to this Agreement. Within thirty (30) days of such mutual consent, negotiations will commence under mutually agreed ground rules.

2704 Supplements and amendments negotiated by the Parties are subject to approval by the Chief Medical Director and will become a part of this Agreement upon approval. Any such amendment or supplement will be subject to review on the same date as this Agreement.

2800 ARTICLE XXVIII – NOTICES

2801 Notices that are required between the Parties or which may be given, shall be in writing, and shall be transmitted either by hand, or by certified or registered mail.

2802 Notices to the Employer shall be addressed to the Hospital Director at the hospital's Loma Linda, California address; and a copy will be sent to the Chief, Personnel Service.

2803 Notices to the State Association shall be addressed to the President, United Nurses Associations of California/Union of Health Care Professionals at the UNAC/UHCP State offices and a copy shall also be addressed to the President, Pettis Memorial Registered Nurses Association and delivered to the current work station, otherwise to the President's home address if on leave.

2804 It shall be the responsibility of the Parties to promptly inform the other Party of all changes of address, or of change of named individuals responsible to receive and act upon notices.

2805 The Employer shall ensure that each unit Registered Nurse and each Registered Nurse Supervisor are provided with a copy of each new or amended Labor-Management Agreement and all supplements and additions thereto at the earliest possible date following approval.

2900 ARTICLE XXIX – DURATION

2901 This Agreement and all supplements and amendments shall remain in effect for three (3) years from the date of approval by the Veterans Administration, and will thereafter be automatically renewed on a year to year basis, unless either the Employer or the Association gives written notice to the other of its desire to supplement, amend, or terminate this Agreement. This written notice will include proposed amendments and must be given not more than one hundred twenty (120) calendar days nor less than ninety (90) calendar days preceding the expiration date of this Agreement. Such notice must be acknowledged by the other party within ten (10) days of receipt and negotiations will commence

under mutually agreed ground rules within thirty (30) calendar days after receipt of such notice. This Agreement may be terminated only at a time that it is determined that the Association is no longer entitled to exclusive recognition, under the terms of 5 USC 7111.

- 2902 When the renegotiation of this Agreement is in progress, but will not be completed by the expiration date, this Agreement shall remain in effect without change.
- 2903 The waiver of any breach or condition of this Agreement by either Party shall not constitute a precedent in future enforcement of all terms and conditions herein.
- 2904 Whenever notices are served under the foregoing provisions, it shall be the duty of the initiating Party to give notice to the Federal Mediation & Conciliation Service (FMCS).

3000 IN WITNESS WHEREOF the Parties hereto, and their authorized representatives, have executed this Labor-Management Agreement on the 22nd day of April, 1981.

FOR PETTIS MEMORIAL REGISTERED NURSES ASSOCIATION, UNITED NURSES ASSOCIATION OF CALIFORNIA/UNION OF HEALTH CARE PROFESSIONALS

/s/
Kathy J. Sackman, RN
President, UNAC

/s/
Thomas A. Robertson,
Chief Negotiator, UNAC

/s/
William L. Case, RN
President, PMRNA

/s/
Nora R. Covell, RN
Negotiation Committee

/s/
Paul F. Emond, RN
Negotiating Committee

/s/
Mary Leon, RN
Negotiating Committee

Judy H. Orum, RN
Negotiating Committee

Ratified by the Pettis Memorial
Registered Nurses Association,
UNAC/UHCP

DATE: MARCH 24, 1981

FOR JERRY L. PETTIS MEMORIAL VETERANS HOSPITAL, LOMA LINDA, CALIFORNIA

/s/
Paul R. Stanford, Jr.
Acting Hospital Director

Gilbert R. Gonzales
Chief Negotiator, JLPMAVAH

/s/
Suzanne S. Dziak, RN
Chief Nursing Service, JLPMAVAH

Approved by Veterans
Administration Central Office
Washington, D.C.

/s/
Donald L. Custis, M.D.
Chief Medical Director

DATE: May 21, 1981

APPENDIX A**

VA NURSE QUALIFICATION STANDARDS FOR APPOINTMENT & PROMOTION
JERRY L. PETTIS MEMORIAL VETERANS HOSPITAL

GRADE	TIME IN GRADE (A)*	YEARS SUCCESSFUL NURSING PRACTICE	EDUCATION	DEMONSTRATED SUCCESSFUL NURSING PRACTICE
JUNIOR	1	0		Meet Basic Requirements
ASSOCIATE	2 (B)*	0	Bachelor's Degree In Nursing-NLN accredited. Diploma or Associate Degree	<ol style="list-style-type: none"> 1. Identify & access patient's nursing needs. 2. Give direct physical care & emotional support to patients. 3. Work with professional and non-professional in a unified team effort.
FULL	2	0	Master's Degree in Nursing-NLN Accredited or in a related field.	<ol style="list-style-type: none"> 1. Plan, implement and evaluate nursing care for patients based on identification & assessment of their nursing needs. 2. Develop a written nursing care plan & instruct & direct nursing personnel in the implementation of the plan. 3. Recognize the need for & initiate action in individual group projects and/or training programs for improvement of services to patients. 4. Appraise performance of others, as well as maintain self-direction for optimum performance. 5. Apply basic theoretical knowledge, nursing techniques, & teaching principles to a variety of clinical situations.
		2	Bachelor's Degree in Nursing-NLN accredited.	
		3	Diploma or Associate Degree	
INTERMEDIATE	2	0	Doctoral Degree	Nursing practice must have been in assignments in which there have been demonstrated accomplishments in upgrading services to patient or competencies of personnel involved in practice. Such accomplishments may be in clinical, administrative, supervisory or instructional assignments, and shall indicate professional leadership in:
		2	Master's degree in Nursing-NLN accredited or in a related field.	
		4	Bachelor's Degree	

		NLN accredited	<ul style="list-style-type: none"> (a) Promote interdisciplinary planning & evaluation of patient care and/or teach programs through collaboration with other health professionals. (b) Analyze problems which impede nursing care or growth, and participate in studies or programs directed toward their solution. (c) Originate nursing orders & plans; guide and counsel others who provide nursing care.
SENIOR	2	Doctoral Degree	<p>One year of nursing practice must have been in an assignment of significant complexity to have a major impact on nursing service or in a Central Office directed training program. The practitioner must have evidenced self-direction, independent judgment, accountability and decision-making ability. In addition, the candidate, in clinical practice, administrative, educational or research position, must have demonstrated the following skills:</p> <ul style="list-style-type: none"> (a) Plan & implement an effective program utilizing current concepts and principles related nursing practice, education and research. (b) Initiate nursing studies and/or clinical inquiry and apply findings in a practical way. (c) Initiate change based on experimentation in role and the delivery of health services. (d) Collaborate with other professionals to modify existing policy and the development of new policy.
	4	Master's Degree in Nursing NLN accredited or in a related field.	
	6	Bachelor's Degree NLN accredited.	

*(A) Applicable to promotion only

*(B) Time-in-grade requirements will be one year For nurses in Associate grade who meet the experience and education requirements set forth In VA Qualification Standards.

Authority: DM&S Supplement, MP-5, Part II, Chapter 2, Change 28, Appendix 2E dated June 11, 1976.

**To be used as a guide only in conjunction with Article XXIII, paragraphs 2302 and 2303, which are controlling.