

BALBOA

EIGHTH
LABOR-MANAGEMENT AGREEMENT

BETWEEN

NAVAL MEDICAL CENTER SAN DIEGO
SAN DIEGO, CALIFORNIA

AND

BALBOA REGISTERED NURSES ASSOCIATION,
UNITED NURSES ASSOCIATIONS OF CALIFORNIA,
UNION OF HEALTH CARE PROFESSIONALS
NUHHCE, AFSCME, AFL-CIO

2009 TO 2012

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PREAMBLE

Pursuant to the policy set forth in the Civil Service Reform Act, CSRA, the following Articles constitute the LABOR-MANAGEMENT AGREEMENT, hereinafter Agreement, by and between the Naval Medical Center San Diego, and its San Diego Area Clinics, San Diego, California, Union of Health Care Professionals, hereinafter referred to as the Employer, and the Balboa Registered Nurses Association, hereinafter referred to as the Association, United Nurses Associations of California, hereinafter referred to as the Associations, National Union of Hospital and Health Care Employees, American Federation of State, County and Municipal Employees, AFL-CIO, and collectively referred to as the Parties.

Whenever language in this agreement refers to specific duties, responsibilities, or specific individuals, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains sole discretion to assign work and determine who will perform the function discussed. Whenever language refers to the Supervisor, it is understood that this refers to the Employer and not specifically to any supervisor.

100 ARTICLE 1 RECOGNITION AND UNIT DESIGNATION

101 The Employer hereby recognizes the Balboa Registered Nurses Association, United Nurses Associations of California, Union of Health Care Professionals as the exclusive representative of all Registered Nurses in the Bargaining Unit as defined in Paragraph 102 of this Article, and the Associations recognize the responsibility of representing the interests of all Registered Nurses in the Bargaining Unit fairly and without discrimination, and without regard to organization membership, in respect to; grievances, personnel policies, practices and other matters affecting their general working conditions.

102 The Bargaining Unit to which this Agreement is applicable is composed of all Federal Civil Service employees of the Naval Medical Center San Diego, including the San Diego area Clinics, San Diego, California who are employed as Registered Nurses, except supervisors and management officials as defined in Title VII of the CSRA, and contracted employees. Classifications included in the Bargaining Unit shall be all Registered Nurses, Charge Registered Nurses, and Head Nurses, except supervisors as defined by Title VII of the CSRA, and contracted employees.

200 ARTICLE 2 RIGHTS OF THE EMPLOYER

201 All of the Employer's rights, functions, privileges and prerogatives are retained by and remain exclusively vested in the Employer, except as clearly and specifically limited by this Agreement, or as prescribed by law.

202 Meet and Confer

203 The Employer and the Associations agree that, through appropriate representatives, they shall meet at reasonable 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 Code of Federal Regulations, hereinafter CFR, published Agency policies and regulations, a national or other controlling agreement at a higher level in the Agency, and the CSRA. However, the obligation to meet and confer does not include matters with respect to the mission of an 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, methods, and means of performing its work; or its internal security practices.

204 It is understood that the results of the exercise of such rights shall be subject to appeal and grievance procedures, where applicable, as prescribed in laws, regulations, policies, or appeal and grievance procedures contained in the following Articles of this Agreement.

205 The Employer will not attempt to negotiate individually with Registered Nurse employees concerning matters that are within the collective bargaining responsibility of the Associations; except that a Registered Nurse may discuss any personal matter with a supervisor with or without an Association Representative present at the Registered Nurse's discretion.

206 The requirements stated in this Article, and in Article 4 shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Parties.

300 ARTICLE 3 ASSOCIATION MEMBERSHIP

301 Right of Membership

302 All eligible Registered Nurses shall have the right of membership in the Associations. 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 Associations.

303 New Hires

304 The Employer may conduct a new employee orientation program to include Registered Nurses, to meet its needs. An Association Officer will be allowed official time, not to exceed ten (10) minutes, during the Employer's orientation program to speak with newly employed Registered Nurses. The Parties agree that this forum may not be used for the solicitation of membership. The presentation by the Association is subject to Employer approval.

305 All newly hired Registered Nurses, subject to the Bargaining Unit, may receive, at the time they enter on duty, a packet of information provided by the Associations and approved by the Employer concerning membership in the Associations, and a copy of the current Labor-Management Agreement. Additionally, each newly hired Registered Nurse will be given an Associations Membership form, and the necessary Federal form to initiate authorized deductions of Associations membership fees.

306 Authorization

307 The Employer will deduct the Associations 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 canceled for a period of one (1) year from the date appearing on such written authorization, and thereafter may only be revoked annually, by written request submitted not more than fifteen (15) calendar days after the anniversary of the effective date of the original authorization. Dues deductions shall be made bi-weekly and remitted to the Associations, along with a list of Registered Nurses for whom Associations membership fees are being remitted. Registered Nurses who are members of the Associations on the effective date of this Agreement shall not be required to complete a new written authorization.

308 General

309 All Registered Nurses shall be provided a current listing of Association Officers and Representatives as a means of insuring effective representation and communications. Following printing of the negotiated Labor-Management Agreement the Employer agrees to provide each current Bargaining Unit Registered Nurse a copy of the Agreement.

310 The Associations 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.

311 Notices of New Hires and Terminations

312 Upon ratification of this Agreement and thereafter annually on the anniversary date, the Employer will provide a current list of all Registered Nurses to the Association.

313 On or before the 10th day of each month, the Employer will forward to the Association, the names, classifications, location, and the dates of employment of all newly hired Registered Nurses, including a list of all Registered Nurses who have resigned or who have been terminated.

400 ARTICLE 4 ASSOCIATION REPRESENTATION

401 The Parties recognize that the conduct of Association and Employer business under the provisions of the Civil Service Reform Act shall be for the purpose of improving the efficiency of the Federal Service and promoting the well being of the Registered Nurse employees.

402 Definitions

403 Executive Committee: Shall be the elected Officers of the Balboa Registered Nurses Association. Such Association Officers are Registered Nurses in the Bargaining Unit who are elected by a democratic process and who serve the unit as defined in this Agreement.

404 Association Representatives: Shall be Registered Nurse Bargaining Unit members as chosen by the Association.

405 Association Representatives

406 Upon request by a Registered Nurse, the Association Representative(s) will assist the Registered Nurse without regard to whether or not the Registered Nurse is an Associations member. Association Representatives' duties will include discussions with the Registered Nurse(s) and with the appropriate supervisor, beginning with the lowest level of supervision. Matters appropriate for discussion by the Association Representatives consist of all Registered Nurse employee and Employer relationships within the meaning of this Agreement. The Association Representative may assist the Registered Nurse(s) in the settlement of problems and the processing of grievances in accordance with procedures set forth or referenced herein. The Association Representatives will attempt to solve, in an informal manner, problems and complaints submitted to them. The Association Representatives will not solicit problems, complaints, or grievances from Registered Nurses but they may advise Registered Nurses of their rights.

407 Association Officers

408 Association Officers shall be responsible for the implementation of rights and privileges accruing to the Association by this Agreement and any supplementary agreements, under the Federal Labor Relations statute, including the gathering and reporting of pertinent facts of alleged violations.

409 Association Representation

- 410 The Employer agrees to recognize a total of eight (8) Association Representatives and two (2) alternates. When the alternates are acting as Association Representatives, the Employer's Human Resources Branch Office will be notified. Association Representatives shall not use their official status for matters outside the scope of this Agreement. They shall conduct their business with dispatch.
- 411 The Association shall provide the Employer, in writing, and shall maintain with the Employer as changes are made, a complete list of all Association Officers and Association Representatives.
- 412 The Employer agrees that a current copy of the list of authorized Association Representatives furnished to the Employer as agreed in this Article, will be attached to the copy of the Labor-Management Agreement provided to each newly hired Registered Nurse covered by this Agreement. Cost of printing of said Agreement will be shared equally by the Parties. The format of the Agreement shall be by mutual agreement.
- 413 The State Associations will train all Association Representatives in the scope of their duties, and the manner in which such duties are to be accomplished. The Associations also agree to take corrective action against, up to and including removal, from the status of Association Representative, any Association Representative(s) who violate restrictions on Association activities imposed by law, regulation, orders, or this Agreement, or who otherwise conduct themselves in a manner contrary to their positions(s) as a representative of the Associations, and the Registered Nurses of the Bargaining Unit. The Associations will not be held responsible for the actions(s) of the Association Officers or Representatives who, as Registered Nurses, commit personal acts subject to disciplinary action under the provisions of the Naval Medical Center San Diego discipline instruction, Agency instructions, and supplements thereto. The Associations agree that all its Association Officers and Association Representatives will be properly oriented and indoctrinated with respect to the Labor-Management Relations Statute and other applicable regulations and procedures.
- 414 Solicitation of membership and activities concerned with the internal management of the Associations, such as activities involving other Registered Nurse Employee groups, collection of dues, assessments of other funds, membership meetings, campaigning for office, conduct of elections, and distribution of literature or representation authorization cards shall not be conducted during working hours by any Association member or

- 415 Registered Nurse of the Bargaining Unit, or by any State Associations Staff Representative(s). It is understood that the solicitation of membership and the conduct of Associations business is not prohibited during meal periods and authorized break periods as provided in Article 8 of this Agreement.
- 416 Upon approval of an advance request originating from an Officer of the Association to the Head of the Employer's Human Resources Branch Office, the Employer will permit the admission to the Employer's premises, of State Associations officials, who are not Registered Nurses employees in the Bargaining Unit. Such access will be for the purpose of meeting with officials of the Employer during regular working hours, or with Unit Registered Nurses during off-duty hours, including meal periods, subject to applicable security regulations. Upon advance request to the Head of the Employer's Human Resources Branch Office, the Employer will provide a meeting space as available. The privilege will be used with discretion and should be exercised so as to keep interruptions to a minimum.
- 417 It is recognized that Association Representatives may be required to leave their work areas in order to bring about a prompt and expeditious disposition of a grievance or complaint. Association Representatives needing to be absent from regular duties in connection with the processing of a grievance or complaint must first notify the immediate supervisor. The supervisor will authorize the absence, unless the services of the Registered Nurse/Association Representative cannot reasonably be spared for the time, in which event, the supervisor will advise the Association Representative as to the time when authorization will be granted. If, in the Association Representative's opinion, the decision of the supervisor in this connection is arbitrary, the Association Representative shall have the right to contact the Head of the Employer's Human Resources Branch Office as is deemed necessary, and shall also have further recourse through the grievance and arbitration procedure.
- 418 Prior to any discussion with a 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. The supervisor will make the Registered Nurse available for discussion on the same basis, as in the preceding Paragraph, for granting authorization to Association Representatives to be absent from their regular duties. A Registered Nurse making a request for consultation with the assigned 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 the work to be accomplished. The foregoing requests will not be unreasonably denied. If more time is needed than originally requested, the Association Representative will clear the additional time needed with the immediate supervisor or supervisors concerned, in order to resolve the problem under discussion with the Registered Nurse. These discussions by the Association Representative(s) with Registered Nurses in their assigned areas will be engaged in on duty time, if carried on in accordance with the above procedures.

419 The Employer agrees that, upon request by an authorized Association Representative, adequate space will be provided for private consultation between Association Representatives and Bargaining Unit Registered Nurses.

420 Right to Representation

421 The Union shall be given the opportunity to be represented at any examination of a bargaining unit employee by a representative of the Agency in connection with an investigation if: (i) the Employee reasonably believes that the examination may result in disciplinary action against the Employee, and (ii) the Employee requests such representation. Investigative interviews include management's pre-action investigative discussion with a Registered Nurse as provided for in Article 17, Paragraph 1706 and Article 18, Paragraph 1801. Request for representation may be made before or during the investigative interview. If the Registered Nurse request representation, reasonable time will be allowed to obtain Association representation. Reasonable time shall be defined as being as quickly as possible, however, failure to obtain representation will in no event delay the investigatory examination by more than one (1) work day from the time the Registered Nurse requests representation.

500 ARTICLE 5 REGISTERED NURSE COMMITTEE

501 The Parties agree that full and adequate communication is essential to harmonious relationships. The Employer recognizes the Registered Nurse Committee as the mechanism for this purpose through which professional concerns such as patient care, in-service and educational programs, and the standards for nursing performance will be discussed. Specifically excluded from such meetings will be matters subject to the grievance and arbitration procedures.

502 The Registered Nurse Committee shall be comprised of the Executive Committee of the Association. The Employer agrees that the Director of Nursing Services, Nursing Services Civilian Liaison and the Head of the Employer's Human Resources Branch Office shall meet with the Registered Nurse Committee on an as needed basis to achieve the purposes listed above. Special meetings may be requested by either Party but will be held only by mutual agreement.

503 Written agendas of matters to be discussed shall be prepared by each Party and delivered to the other no later than one (1) week prior to each scheduled meeting at which time the topics for the meeting shall be agreed upon. In the event that a topic raised by one Party does not become the subject of the meeting for which it is proposed, it shall be a subject for the next meeting. The Employer agrees that during the course of scheduled meetings, members of the Registered Nurse Committee who would normally be scheduled for duty shall have such time paid as time worked.

600 ARTICLE 6 CONSULTATION AND NEGOTIATION

601 It is agreed and understood that matters appropriate for consultation and negotiation between the Parties are Employer policies, programs, and procedures related to working conditions for which an obligation to negotiate exists under law, and which are within the discretion of the Employer to act or make recommendations upon.

602 In the event the Employer proposes a change(s) in existing working conditions, notice shall be given to the Association President, and the Associations will have fourteen (14) calendar days from the date of the said notification by the Employer during which to submit a request to bargain. The Associations will be deemed to have agreed to any such proposals if no request to bargain is received by the Head of the Employer's Human Resources Branch Office within the time period provided. Time limits may be extended by mutual consent. A request to bargain over changes must be made in writing and state the nature of the request. The Parties will meet to bargain as soon as practicable after receipt of the request. The Employer's obligation to bargain extends only to those negotiable matters within its discretion, which are directly related to the proposed change(s).

603 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.

700 ARTICLE 7 USE OF EMPLOYER FACILITIES

701 The Employer will, upon advance written request to the Head of the Employer's Human Resources Branch Office, from the Executive Committee, provide space for the conduct of Association business, which would require a meeting of the Bargaining Unit Registered Nurses. Requests are subject to the availability of such space, and to the Employer's safety and security regulations.

702 The Employer will allow a reasonable amount of space adjacent to or on official bulletin boards where Registered Nurses are assigned for the posting of current Association notices of recreational and social affairs, elections, results of elections, or other literature. Such notice(s) must be submitted to the Head of the Employer's Human Resources Branch Office for approval in advance of posting.

703 The Association shall maintain a bulletin board in the passageway of Building One adjacent to the Mail Room for the exclusive use of the Association. The Association and the Employer will have keys to the bulletin board. All materials to be posted shall be subject to approval prior to posting as provided in Paragraph 702.

~~704 The Employer agrees to allow the Association to post within the confines of the Human~~

Resources Branch Office, a poster, of reasonable size, indicating the presence of the Associations aboard the Employer's premises.

705 As currently in effect the Employer will continue to make every reasonable effort to provide well lighted, protected, on-site parking spaces for all members of the Bargaining Unit.

706 It is agreed between the Employer and the Association that they will work cooperatively in attempting to provide lounges and lockers to Association members. 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.

707 The Employer agrees to provide an office, on a space available basis, for the Association to utilize in the conduct of its business, and for the filing and storage of Association documents. Such office will be approximately 10' X 12' in size.

800 ARTICLE 8 BASIC WORK WEEK, HOURS OF WORK AND ASSIGNMENTS

801 Registered Nurse work schedules including holidays and days off shall be posted one (1) week in advance of the ensuing minimum two-week work schedule. The Employer will make every effort to schedule and post, when possible, Registered Nurse work schedules one (1) week in advance of the regular four-week work period. Registered Nurses shall receive seven (7) calendar day notice of work schedule changes except where the Employer would be seriously handicapped in accomplishing its functions or costs would be substantially increased.

802 The Employer will schedule the basic workweek and the hours of work in accordance with the terms of Section 25 of this Article.

803 The Parties agree that Registered Nurse work schedules will be maintained as stable as practicable.

804 The administrative workweek is defined as the workweek beginning at 0001 Sunday and ending at 2400 the following Saturday.

805 Each full time Registered Nurse assigned to a standard work schedule shall be scheduled to perform forty (40) hours work during the administrative workweek. Registered Nurses who are assigned to an alternative work schedule will work the number of hours pertinent to the specific alternate work schedule as provided in this Article.

806 Insofar as is practical, each Registered Nurse will be scheduled for two (2) consecutive days off during each basic work week.

- 807 Each scheduled eight and one-half (8 1/2) hour shift of work shall consist of eight (8) hours of work, plus one (1) meal period of thirty (30) minutes duration.
- 808 The identification, determination, and effect of holidays on work schedules and pay, shall be in accordance with Articles 11 and 25 of this Agreement.
- 809 Overtime
- 810 Irregular or occasional overtime, for other than alternate work schedules, is work performed beyond eight (8) hours in a work day and/or forty (40) hours in a work week which the Registered Nurse is directed and authorized to perform by the Registered Nurse's supervisor. The Employer agrees that it will distribute and make available on a continuing basis to all Registered Nurses, specific information concerning conditions under which overtime compensation is payable, and the procedures which Registered Nurses must follow in order to receive overtime compensation.
- 811 Registered Nurses who, due to unforeseen events occurring during the scheduled work shift, believe it may be necessary to stay beyond the end of the scheduled work shift to complete duties or assigned tasks must receive prior approval before working overtime. The Registered Nurse must, prior to the end of the shift of work, discuss the need for overtime with the Division Officer or Shift Charge Nurse as appropriate, who will in turn notify the Nursing Services supervisor who will at that time either approve or disapprove any overtime work. If overtime is not approved, the Registered Nurse is not authorized to work beyond the end of the scheduled shift of work, no overtime will be paid and the Registered Nurse may leave the workplace.
- 812 When a Registered Nurse is directed to work irregular or occasional overtime, the Registered Nurse may request, in writing, compensatory time off in lieu of overtime pay, subject to overtime and FLSA requirements and the approval of the Registered Nurse's Division Officer/Unit Manager.
- 813 The Employer agrees that every effort will be made to grant compensatory time off in lieu of overtime pay for irregular or occasional overtime for those Registered Nurses making requests. Compensatory time off, when granted, will be scheduled to be taken as soon as practicable. Registered Nurses may accumulate up to eighty (80) hours of compensatory time. The use of accrued compensatory time is subject to the same procedure used for the approval of annual leave.
- 814 Breaks
- 815 Workload permitting, Registered Nurses shall receive a fifteen (15) minute break during each half of a regular eight-hour shift. The Employer agrees that breaks shall not be unduly denied.

816 Work Assignments

817 Registered Nurses shall receive regular assignments to a specific area of service consistent with the Employer's needs. The Parties recognize the Employer's right and responsibility to make relief assignments and to determine a Registered Nurse's competence for such assignment. Management retains the right to determine which employee possesses the required skills and qualifications needed to perform particular work on any shift.

818 The Association recognizes the Employer's rights to determine work assignments. As a practical matter, the performance of clerical and housekeeping work is usually the function of clerical and housekeeping personnel where they are assigned; however, it is understood that the Registered Nurse position descriptions provide for the performance of assigned clerical and housekeeping duties.

819 Shift Assignment Practices

820 The Employer agrees that insofar as it is practical to do so, it will maintain the current shift policies and practices, except in the case of alternate work schedules as otherwise provided in this Article. The Employer further agrees that thirty (30) days prior to initiating any permanent changes in existing shift policies, or the establishment of permanent new shift policies, it shall consult with the Associations, and shall provide the Associations with a written statement as to why the present shift policy is no longer practical. Except when management determines that the agency would be seriously handicapped in carrying out its functions, or costs would be substantially increased, the Employer agrees that it will maintain the current shift policies and practices, except in the case of alternate work schedules as otherwise provided in this Article.

821 Work in a Higher Graded Position

822 A Registered Nurse who is required to perform the duties of a position classified at a higher grade for more than two (2) pay periods will be temporarily promoted, in accordance with applicable regulations, to the higher graded position effective on the first (1st) day of the third (3rd) pay period of the assignment.

823 Mandatory Meetings

823 All hours spent by a Registered Nurse when attending Employer directed mandatory meetings, outside the Registered Nurse's scheduled shift of work, shall be compensated with overtime pay or with compensatory time off, whichever is applicable. It is understood that the Registered Nurse must receive prior authorization for overtime work in accordance with the provisions of this Article.

825 Alternate Work Schedules

- 826 Alternate work schedules may be established for each work unit when the Employer determines the necessity. Final determination of a Registered Nurse's participation in an alternate work schedule rests with the Employer. Alternate work schedules may include, but are not limited to the following:
1. Four/Ten: Four (4), ten-hour days per work week.
 2. Five/Four-Nine: Eight (8), nine-hour days plus one (1), eight-hour day in a two-week pay period.
 3. Six/Twelve: Six (6), twelve-hour days plus one (1), eight-hour day in a two-week pay period.
- 827 Should two (2) or more Registered Nurses request to work an alternate work schedule in a unit where all Registered Nurses cannot be assigned to such schedule, the Employer's approval of requests shall be based on seniority provided the skills and abilities of the affected Registered Nurses are considered to be equivalent by the Employer.
- 828 At any time that a Registered Nurse determines that participation in an alternate work schedule would or does impose a personal hardship, the Registered Nurse may request exemption from such a work schedule. Requests for exemption must be made in writing to the Department Head, and must include the specific reasons for the request. The Registered Nurse will receive a determination on the request within ten (10) calendar days following the day on which the request for exemption is received by the Employer.
- 829 The Employer agrees that no Registered Nurse will be required to work an alternate work schedule. Every reasonable effort will be made to accommodate a requested exemption from an alternate work schedule within the Registered Nurse's assigned work unit/area. It is understood however, that in those situations where the Employer's business needs prevent such an accommodation, the Registered Nurse may be reassigned to another work unit/area as determined by the Employer, where an exemption from an alternate work schedule may be accommodated. The Registered Nurse may utilize the Grievance and Arbitration procedure to protest the Employer's decision on any requested exemption.
- 830 Both annual leave and sick leave will be charged according to the day or days on which such leave occurs, i.e., eight (8) hours of leave for an eight-hour day, nine (9) hours of leave for a nine-hour day, ten (10) hours of leave for a ten-hour day, and, twelve (12) hours of leave for a twelve-hour day. Holidays off duty will be paid in the same number of hours as described herein.
- 831 Registered Nurses assigned to an alternate work schedule other than a six/twelve alternate

work schedule will have a one-half (1/2) hour meal period, and, workload permitting, two (2) fifteen-minute breaks during each scheduled shift of work. Registered Nurses assigned to a six/twelve alternate work schedule will receive a one-half (1/2) hour meal period on each day of work, and three (3) fifteen-minute breaks, workload permitting, during each twelve-hour shift, and two (2) fifteen-minute breaks during the eight-hour shift.

832 Hours worked in excess of the alternate work schedule shall be considered as overtime hours worked and such shall be compensated for as provided in applicable regulations.

833 The Employer reserves the right to terminate any alternate work schedule at any time provided affected Registered Nurses are given advance notice as required in Paragraph 801 of this Article.

834 Prior to the establishment of any new alternate work schedule, not set forth in paragraph 826, the Employer agrees to notify the Association, and, in accordance with the provisions of Article 6 of this Agreement, to meet for the purpose of bargaining any such change(s).

835 Nurses are expected to rotate shifts with their assigned work team on a pre-scheduled 6-8 week cycle. Registered nurses may request and be assigned to a permanent shift consistent with operational needs, but that arrangement may be changed by the employer if staffing requirements warrant the inclusion of rotations for coverage.

836 Registered Nurses assigned to twelve-hour shifts may request and, workload permitting, receive a limit of two (2) consecutive twelve-hour days of work. The Registered Nurse must make such request, in writing, to the scheduling supervisor. When unavoidable, an eight-hour shift may precede or follow the two (2) consecutive twelve-hour shifts.

900 ARTICLE 9 SICK LEAVE

901 Registered Nurses shall earn and be granted sick leave in accordance with applicable statutes, regulations and Employer's policy. The Parties recognize the importance of sick leave as a privilege, and it is the obligation of each Registered Nurse to use sick leave only when incapacitated for the performance of duty due to illness or injury, to care for a family member suffering from illness or injury, or for other valid and authorized reasons.

902 A Registered Nurse unable to report to work due to sickness or injury shall notify the Division Officer/Unit Manager or assigned representative by telephone at least one half (1/2) hour before the beginning of the scheduled shift, and each scheduled day of work thereafter, except when the requirement of daily notification has been waived by the supervisor. If the Registered Nurse cannot contact the Division Officer/Unit Manager or assigned representative prior to the one hour period, notification shall be made at the earliest possible moment.

- 903 In the event that the Division Officer cannot be contacted directly, the Registered Nurse shall telephone the Nursing Services Administrative Supervisor at 877-648-9633. In the event that efforts to reach the Unit Manager/Division Officer and Nursing Supervisor fail, the registered nurse shall call the Officer of the Day (OOD) at 619-532-6400. The telephone number where the Registered Nurse can be reached is to be given to the OOD, and the Nursing Services Administrative Supervisor will call back. Upon a return call, the Registered Nurse shall then notify the Nursing Services Administrative Supervisor of the inability to report for duty and the reason.
- 904 Periods of absence for sick leave in excess of three (3) workdays shall normally require the Registered Nurse to obtain a medical certificate, to be submitted by the Registered Nurse to the supervisor upon return to duty. In lieu of a medical certificate, the Registered Nurse may submit a signed statement explaining the nature of the illness, which may be acceptable when it is unreasonable to require a medical certificate because the illness did not require the services of a physician. When the services of a physician are not required, the Registered Nurse must make a written statement explaining the circumstances. Approval of such cases must be made by the appropriate Division Officer/Unit Manager or assigned representative, but may not be approved by the Registered Nurse's immediate supervisor. Upon approval, a medical certificate will be filed for record purposes for a period of one (1) year.
- 905 The Employer may require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes described in 5 CFR 630.401(a) for an absence in excess of 3 workdays, or for a lesser period when management determines it is necessary.
- 906 The attendance records of Registered Nurses required to submit a medical certificate for each absence on sick leave will be reviewed annually by the supervisor and the requirement withdrawn, if warranted. The supervisor authorized to approve sick leave must ascertain in each individual case whether the circumstances justify approval of the request. The Registered Nurse will be notified promptly, in writing, of any disapproval of sick leave.
- 907 A Registered Nurse who becomes ill after reporting for duty may request to leave work and be placed on sick leave by the immediate supervisor. Such Registered Nurse may elect to see the Occupational Health Officer for examination prior to departing. If the Occupational Health Officer recommends that the Registered Nurse be sent home, the Registered Nurse will then request sick leave from the Supervisor for the balance of the day. The Registered Nurse is thereafter required to report further absence within one-half (½) hour before the start of the assigned shift on the following day, as provided in paragraph 902 of this Article.
- 908 A Registered Nurse will not be placed on sick leave without personal consent, when the Registered Nurse is "ready, willing and able" to work. If the Registered Nurse is unable to perform the regular duties of the position, as determined by the appropriate immediate supervisor, and/or as based on medical findings of the Employer's Medical Officer, then sick

leave will be utilized.

909 Advanced Sick Leave

910 Advanced sick leave is defined as sick leave that has not been earned as of the date requested and used.

911 Advanced sick leave not to exceed thirty (30) days may be requested in writing in cases of serious illness or injury. Sick leave will not be advanced to a Registered Nurse holding a limited appointment, or one terminating on a specific date, in excess of the amount which will accrue during the remainder of the appointment. Advanced sick leave will not be provided to a Registered Nurse with an abusive sick leave record, a chronic sickness, nor to a Registered Nurse known to be contemplating separation by retirement or resignation.

912 In each separate case, there should be a reasonable expectation that the Registered Nurse will return to duty as a prerequisite for approval of advanced sick leave. Requests for advanced sick leave will be processed in accordance with the Employer's policy. Prior to submitting a request for advanced sick leave, a Registered Nurse may be required to use all accrued annual leave. A Registered Nurse may be required to have future sick leave accrual applied to the advanced sick leave indebtedness until such time as the advanced sick leave is liquidated. The Association recognizes that the Employer has the final authority for the approval of advanced sick leave.

913 Sick Leave to Care for Family Members

914 Registered Nurses may use accumulated sick leave to care for a family member as a result of injury, illness, pregnancy, childbirth, or medical, dental or optical exam or treatment; or to make arrangements necessitated by death, or to attend a funeral, of a family member. Family member, for this purpose, includes: (1) spouse, and parents of the spouse; (2) children, including adopted children, and spouses thereof; (3) parents; (4) brothers and sisters, and spouses thereof; and, (5) any person related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Sick leave taken under this provision is limited to 12 weeks per year to care for a family member with a serious health condition. The activity may require medical documentation in support of such requests.

1000 ARTICLE 10 FORCED LEAVE

1001 Before the Employer institutes a policy of forced annual leave or unpaid furlough, the Association shall be advised of the reasons and the method for the implementation thereof. In the event there is a furlough originated at the convenience of the government, the

Associations shall be notified as soon as possible.

1100 ARTICLE 11 ANNUAL LEAVE AND HOLIDAYS

1101 Annual Leave

1102 Registered Nurses shall earn and be granted annual leave in accordance with applicable laws, regulations and Employer policy.

1103 The Employer agrees to maintain a liberal leave policy and to grant annual leave to Registered Nurses for the purpose of rest, relaxation, recreation, and rehabilitation, consistent with workload requirements. Registered Nurses are encouraged to schedule annual leave in advance to minimize work interruption caused by large numbers of Registered Nurses taking leave at the same time.

1104 Normally the granting of annual leave, when requested by a Registered Nurse, shall not be limited to the extent that such Registered Nurse forfeits excess leave because of the restriction on accumulation of annual leave. However, it is understood that workload/staffing requirements may necessitate the restriction of annual leave usage. As such, Registered Nurses with excess annual leave are encouraged to plan for annual leave carefully and schedule such in advance. In accordance with applicable regulations, a Registered Nurse affected by annual leave forfeiture may request that the Employer re-credit any lost annual leave which was previously scheduled and approved but subsequently denied as a result of work exigencies. The non-use of annual leave would not in itself be considered desirable or commendable.

1105 The Division Officer/Unit Manager is responsible for the scheduling and granting of annual leave with due regard for the needs of the Employer and the welfare of the Registered Nurse. Registered Nurses are encouraged to schedule and use their excess annual leave throughout the year.

1106 The Employer agrees to establish and, insofar as the workload permits, adhere to an annual leave schedule, Registered Nurses will be consulted in the establishment of such leave schedules and full consideration will be given to each Registered Nurse's preferred leave periods; provided, however, that the Employer shall have the right to make any adjustment to the schedule, or change the period during which any Registered Nurse may take annual leave, due to the bonafide necessity of maintaining a balance of manpower and workload requirements. When such adjustments or changes become necessary, the affected Registered Nurse will be given as much advance notice as is possible, and when such action may have the effect of causing a Registered Nurse to forfeit vacation accruals, assistance will be provided in the rescheduling of the annual leave prior to the end of the leave year so as to avoid any such forfeitures.

- 1107 Registered Nurses will submit quarterly leave request forms in duplicate to the Division Officer/Unit Manager for leave in the ensuing three (3) months. Requests should reflect the Registered Nurse's first and second choice of leave time. The Registered Nurse shall be provided a written response to leave requests within seven (7) working days.
- 1108 To provide an equitable scheduling of leave during the preferred leave period which occurs between 15 May and 15 September, Registered Nurses will request no more than eighty (80) hours of leave for this period, every other 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 period. Requests for additional leave which have been denied may be appealed verbally by the Registered Nurse to the Department Head or equivalent. The Registered Nurse may request and receive Association representation in resolving leave scheduling disputes. If a dispute remains, the grievance procedure shall apply.
- 1109 A statement of accrued leave is provided each Registered Nurse bi-weekly. It shall be the responsibility of the Registered Nurse to personally consult with the Division Officer/Unit Manager for the purpose of programming excess leave throughout the year so as to prevent the loss of leave.
- 1110 Subject to the provisions of Paragraph 1105 of this Article, scheduling conflicts resulting from requests for the same period of leave shall be settled by granting the requested leave period to that Registered Nurse with the greater Service Computation Date.
- 1111 Approval of annual leave for emergency or unforeseen reasons is dependent upon the specific circumstances in each case. Registered Nurses who are unable to report for duty due to emergency or unforeseen reasons will contact their Division Officer/Unit Manager within one hour before the beginning of the work shift and each day of absence thereafter, depending upon the circumstances of the absence. Request for leave for unforeseen reasons will be granted provided the Registered Nurse satisfies the supervisor that the basis for the request is valid and that the Registered Nurse could not reasonably be expected to report for duty.
- 1112 When annual leave for emergency or unforeseen reasons is requested on a weekend, the Nursing Services Supervisor on duty may approve leave for the weekend only. The Registered Nurse must call again on the following Monday and request additional leave from the Division Officer. The requirement for daily notification will be waived when emergency leave is approved by the Division Officer/Unit Manager for an extended period.
- 1113 Registered Nurses requesting unscheduled annual leave shall submit their request on a Standard Form 71, not less than three (3) workdays before the leave period. Failure to do so may result in disapproval. 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 on Standard Form 71 will be given to the Registered Nurse not less than one (1) workday before the beginning date of requested leave. Annual leave for eight (8) hours or less may be requested without regard to the three (3) workday requirement, and will normally be approved, workload permitting.

1114 Holidays

1115 Recognized holidays shall be as provided by the applicable instructions, as follows:

New Year's Day	January 1
Martin Luther King Jr.'s Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Any other full or fractional day designated as a holiday by Federal Statute or Executive Order shall be observed as scheduled.

1116 Individual Registered Nurse preference for holidays off will be given consideration and accommodation where possible, provided the Registered Nurse has made a preference known in writing at least six (6) weeks in advance of the requested holiday. Should holiday scheduling conflicts arise between two or more Registered Nurses who have made a written request on the same shift and area of assignment, the Employer shall make a decision based upon the job factors required, and which of the Registered Nurses worked on the same holiday the previous year.

1117 Annual leave in December and January may include either of the holidays of Christmas Day or New Year's Day, but shall not normally include both holidays. Requests for exceptions to this provision will only be considered on an individual basis. Employer approval of any exceptions will be contingent upon staffing and workload requirements.

1200 ARTICLE 12 EXCUSED ABSENCE AND LEAVE

1201 Association Excused Absence

1202 The Employer will grant excused absence normally not to exceed a total of two hundred (200) hours during the calendar year to a maximum of ten (10) Association Officers or Association Representatives, when determined to be beneficial to the Employer and the

Association Officer/Representative, in the opinion of the Employer.

1203 Administrative leave may be granted to an Association Officers or Representatives to receive training in statutory or regulatory provisions relating to pay, working conditions, work schedules, grievance procedure, performance ratings, adverse action appeals, and Agency policy and negotiated agreements.

1204 Administrative leave will not be granted for Association Officers or Representatives to attend training or information sessions concerning: solicitation of membership and dues; other internal organization business; or representation of the Association in the art of collective bargaining negotiations. However, if workload permits, the Representative or Officer shall be allowed to take annual leave to attend such training.

1205 Requests for the granting of all excused absences will be made in writing, and must be accompanied by sufficient documentation to permit the Employer to evaluate the request against the above cited criteria. It is mutually agreed that each Registered Nurse will be on an excused absence from the area of assignment, workload permitting. Requests for excused absences will not be unduly denied.

1206 Associations Leave Without Pay

1207 The Employer will grant an Association member Registered Nurse leave without pay to serve as a UNAC State Officer or as a State Representative of the UNAC organization upon seven (7) days written advance request. The Employer agrees to approve leave without pay in the following circumstances:

1208 For a period of up to one (1) year to any Registered Nurse who becomes an Officer or Staff Representative of the Associations when in the opinion of the Employer, the duration of the period of leave and the reason therefore are consistent with workload and scheduling requirements of the Employer. It is mutually agreed that not more than one (1) Registered Nurse will be placed on this form of leave without pay during any period of time. Such unpaid leave may be extended for one (1) additional year subject to the same conditions as described above.

1209 For short absences, not exceeding two (2) weeks, leave without pay shall be considered upon written request of the Associations State President, for a reasonable number of Registered Nurse employees consistent with staffing demands.

1210 Bereavement Leave

1211 The Employer will maintain a liberal leave policy in cases of death of a Registered Nurse's family member, and shall make every attempt to grant annual leave, sick leave, advance annual leave and/or leave without pay for such circumstances. Family member, for this

purpose, includes: (1) spouse, and parents of the spouse; (2) children, including adopted children, and spouses thereof; (3) parents; (4) brothers and sisters, and spouses thereof; and, (5) any person related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Sick leave may be granted to make arrangements necessitated by death, or to attend a funeral, of a family member. Sick leave taken under this provision is limited to one hundred four (104) hours per leave year.

1212 Maternity Leave

1213 Leaves of absence for maternity reasons may be requested by a Registered Nurse. Such leaves of absence may consist of a combination of sick leave, annual leave and leave without pay. The Registered Nurse will request leave for maternity reasons as far in advance as is possible to allow the Employer to prepare for any staffing adjustments which may be needed to allow for the absence from duty. The request shall include the types of leave desired, approximate dates, and the anticipated duration of the leave. In granting the leave for maternity reasons, the Employer shall apply the same leave policies, regulations and procedures it would apply to requests for leave for other reasons.

1214 A Registered Nurse may use sick leave only to cover physical examinations and medical treatments during the period in which the Registered Nurse is medically certified to be physically incapacitated for the performance of duties due to pregnancy and confinement.

1215 Any additional period of leave, for which the Registered Nurse requests and receives approval, may be charged to accrued annual leave and/or leave without pay, provided that the Registered Nurse intends to return to duty.

1216 All requests for maternity leave will be accompanied by a medical certificate. The certificate shall specify the date the doctor recommends the Registered Nurse be placed on sick leave and the expected duration of confinement.

1217 Sick leave for maternity leave reasons may be advanced to a Registered Nurse on the same basis and under the same conditions that sick leave is normally advanced. Annual leave for maternity reasons may be advanced to a Registered Nurse on the same basis and under the same conditions that annual leave is normally advanced.

1218 When a pregnant Registered Nurse asserts, by the presentation of acceptable medical certification, that it would be unsafe for the Registered Nurse to continue to perform all or part of the duties of the Registered Nurse's position, the Employer will make every effort to reasonably accommodate the Registered Nurse's work restrictions. Such accommodation may include temporary modification of work duties or work spaces, temporary assignment to another job or the approval of extended absence.

1219 Registered Nurses for whom extended leave has been approved, are assured of continued

employment by the Employer in the same position, or a position of like seniority, status, and pay unless the termination of employment is otherwise required by expiration of appointment, by reduction in force, for cause, or for similar reasons unrelated to the approved maternity leave of absence.

1220 Leave for Adoptive Parents

1221 A Registered Nurse may request annual leave, sick leave or leave without pay upon the adoption of one or more children. Sick leave for adoption-related purposes is appropriate under the following circumstances: for appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and for any periods during which an adoptive parent is ordered or required by the adoption agency or by a court to be absent from work to care for the adopted child. Annual leave may also be advanced to an adoptive parent on the same basis and under the same conditions that advanced annual leave is normally approved.

1222 Paternity Leave

1223 A male Registered Nurse may be granted annual leave or leave without pay for the purposes of aiding, assisting, or caring for his spouse or minor children while the spouse is incapacitated for maternity reasons. Requests for annual leave for paternity reasons will be made in the same manner used to request such leave for any other personal reason. Additionally, the birth father may use sick leave to care for the birth mother during pregnancy and recovery from childbirth, including accompanying the birth mother to doctor appointments, attending to the birth mother in the hospital or health care facility, and caring for the birth mother during the period of incapacitation. Requests for sick leave for these purposes must be supported by administratively acceptable evidence, including medical certification.

1224 Annual leave for paternity reasons may be advanced to a Registered Nurse on the same basis and under the same conditions that annual leave is normally advanced.

1225 Leave Without Pay

1226 In accordance with the Family and Medical Leave Act (FMLA), Registered Nurses who meet eligibility requirements are entitled to up to twelve (12) weeks of job-protected leave without pay (LWOP) in any 12-month period for family and medical reasons. For this purpose, "eligible" means that the Registered Nurse has worked for the Federal service for at least one (1) year and for a least 1250 hours over the previous twelve (12) months. Family and medical reasons are identified as follows: birth of a child and care of such child; placement of a child with employee for adoption or foster care; care of spouse, son, daughter, or parent who has a serious health condition; and a serious health condition of the Registered Nurse. The Registered Nurse may request that the twelve (12) weeks of LWOP be taken

intermittently or under a reduced work schedule. Medical certification may be required to substantiate the legitimacy of the request.

1227 A leave of absence without pay for other than family and medical reasons may be requested by a Registered Nurse in compliance with applicable regulations. Questions concerning leaves without pay and the resulting employment impact may be addressed to the Employer's Human Resources Branch Office.

1228 Bone Marrow or Organ Donation Leave

1229 An employee may use up to 7 days of paid leave each calendar year to serve as a bone-marrow donor. An employee may also use up to 30 days of paid leave each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave.

1300 ARTICLE 13 CIVIC RESPONSIBILITIES

1301 Court/Jury duty

1302 Court leave shall be granted by the Employer in accordance with Article 25 of this Agreement and with the provisions of the following listed directives: Title 5, U.S.C. Section 6322, and Naval Medical Center San Diego Leave Instruction, 12630.1_.

1303 The provisions of the directives listed in Paragraph 1302 of this Article shall apply to the Registered Nurse's regular pay and the disposition of fees received by the Registered Nurse for any type of court duty.

1304 Time Off To Vote

1305 In accordance with 5 C.F.R. Section 610.305(c) and (d), 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 (3) 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 (3) hours after the polls open or leave work three (3) 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. Registered Nurses for whom the above time allowance is not adequate and for whom voting by absentee ballot is not permitted by law, upon written request, be granted additional time off, as appropriate, in accordance with applicable regulations on an individual basis.

~~1306 For Registered Nurses who vote in a jurisdiction which requires registration in person,~~

excused time to register will be granted on the same basis as for voting, except that no time shall be granted if registration can be accomplished on a non-work day.

1307 Military Leave

1308 Registered Nurses who are members of a military reserve shall be granted military leave in accordance with Title 5, U.S.C. Section 6323 and CPI 630.9.

1400 ARTICLE 14 MERIT PROMOTION

1401 The provisions of this article apply to all unit positions. The Employer reserves the right to use any appropriate source to fill positions, both temporary and permanent, from among properly ranked and certified candidates for promotion or selection. Advancement shall be determined solely on the basis of relative ability, knowledge, and skills, after fair and open competition, which assures that all receive equal opportunity. The Employer has the right to select or not to select from among a group best qualified, including the right to non select all candidates. Employees are encouraged to seek advice and assistance from the Human Resource Branch Office about the Merit Promotion Program or about specific personnel actions.

1402 When a decision is made by the employer to fill a position using Merit Promotion procedures, applicable agency regulations and policies apply.

1403 Merit promotion is one method that can be used to fill vacancies. Merit Promotion procedures will apply to competitive recruitment actions when the Employer chooses this option for filling a vacant position. In the Merit Promotion process the Employer determines the extent of the area of consideration, geographically or organizationally; the candidate sources to be used; and the ranking criteria to be used to determine best-qualified candidates. The Employer has the right to select or not select from among a group of best-qualified candidates. The Employer has the right to select from appropriate sources, such as Veterans Recruitment Appointment eligibles; Veterans Employment Opportunity Act eligibles; Transfer eligibles; 30% disabled Veterans, and Severely Disabled eligibles.

1404 Regardless of the method chosen by the Employer to fill a position, it is understood that certain mandatory placement programs will apply to the filling of vacant positions, including the Department of Defense Priority Placement Program, the Interagency Career Transition Assistance Program, and the Reemployment Priority List.

1405 It is the primary responsibility of the employer to publicize how and where to apply for Merit Promotion Opportunities.

1406 The employer will take reasonable steps to educate Employees on the automated referral

system used by the Human Resources Service Center (HRSC), which is called CHART or RESUMIX.

1407 The HRSC is responsible for administering the Merit Promotion process in accordance with agency and Employer procedures. Acceptance and processing of resumes, rating and ranking of candidates, and certification/referral for selection are among the responsibilities of the HRSC. The HRSC is also responsible for communicating official job offers to successful applicants, and finalizing entrance on duty arrangements in consultation with the Human Resource Branch Office.

1408 Employees are solely responsible for preparing and submitting their resumes to the HRSC for Merit Promotion consideration in accordance with applicable procedures. Employee accounts in CHART provide resume status information and should be consulted for resume activity. Questions regarding the Merit Promotion process should be addressed to the Human Resource Branch Office. It is agreed that informal steps will be taken to the maximum extent possible to resolve employee concerns with the Merit Promotion process or with individual selection actions. Unit Employees may also utilize the negotiated grievance process contained in Article 22 of this agreement to address their unresolved issues; however, non-selection for promotion from among a properly ranked and certified list of eligible candidates is not a grievable matter.

1500 ARTICLE 15 SENIORITY

1501 In order to recognize individual Registered Nurse service to the Employer, the Parties agree that such service shall be used to give Registered Nurses seniority preference in specified employment activities.

1502 Reductions in Force and Re-employment

1503 A Registered Nurse whose position has been eliminated in a reduction in force may displace a Registered Nurse within the competitive area standing lower on the retention register, provided the displacing Registered Nurse meets the qualifications requirements of the position as determined by the Employer.

1504 For the purposes of reductions in force, seniority is based on the Registered Nurse's length of Federal service, which is creditable in accordance with applicable regulations.

1505 The Employer agrees to notify the Associations of any reduction in force within the Registered Nurse Bargaining Unit as far in advance as reasonable and of the reasons for the reduction in force. The Employer also agrees to inform the Association of the affected competitive levels, and of the number of Registered Nurses affected, when the information is specifically requested. All reduction in force actions will be carried out in compliance with

applicable laws and regulations.

1506 Any career or career-conditional Registered Nurse who is separated as a result of a reduction in force, shall upon written request, be placed on the Re-employment Priority List and such Registered Nurse shall be given preference in re-employment, in accordance with applicable regulations.

1507 Internal Placement

1508 If, in the Employer's judgment, two (2) or more Registered Nurses who have applied for the same position are equally qualified based on the Employer's determination of the skills, abilities and qualifications required to perform the work, seniority shall be applied as a significant factor considered in making the final selection decision.

1509 For the purposes of paragraph 1508, seniority shall be defined as the entry on duty (EOD) date on which the individual was first employed as a Registered Nurse at the Employer's facility in San Diego, California.

1510 Annual Leave

1511 Subject to the provisions of Article 11, Paragraph 1105 of this Agreement, scheduling conflicts resulting from requests for the same period of annual leave time shall be settled by granting the requested leave period to the Registered Nurse with the greater service computation date.

1600 ARTICLE 16 BOARDS AND COMMITTEES

1601 The Association will recommend two (2) members for assignment to the various boards or committees. The Association will be notified of any applicable boards or committees which may be established subsequent to this Agreement on which Association Representative Registered Nurses would be appropriate members. The Association will re-submit recommendations as necessary.

1602 Association Representatives will be encouraged to participate, whenever possible, on boards and committees for fund raising campaigns; Red Cross Blood mobile visits; and other officially recognized charitable and community type efforts.

1700 ARTICLE 17 DISCIPLINARY ACTION

1701 Grievance Right

1702 The Employer recognizes the right of a Registered Nurse to file a grievance concerning a disciplinary action which the Employer has taken against the Registered Nurse.

1703 Disciplinary Action

1704 The Parties agree that disciplinary action may be taken for purposes of correcting a Registered Nurse's conduct and/or job performance, and for maintaining discipline and morale among Registered Nurses.

1705 The Employer agrees that any necessary disciplinary action, including the Employer's pre-action investigation, shall be initiated as soon as practicable and without undue delay following the date management officials have learned of an offense.

1706 Before issuing a letter of reprimand, or a notice of proposed suspension for fourteen (14) calendar days or less, a pre-action investigation will be made by the immediate supervisor or other appropriate official to determine and document the facts. The investigation will include a discussion with the Registered Nurse who shall be advised that the discussion is part of a pre-action investigation. The Registered Nurse will be afforded an opportunity to present an explanation of the circumstances at that time. The Registered Nurse shall be afforded Association representation as set forth in Article 4 of this Agreement.

1800 ARTICLE 18 ADVERSE ACTIONS

1801 Before issuing a notice of proposed adverse action, a pre-action investigation will be made to determine and document the facts. If the Registered Nurse is available, the investigation will include a discussion with the Registered Nurse who will be afforded an opportunity to explain the situation. The Registered Nurse shall be entitled to Association representation as set forth in Article 4 of this Agreement.

1802 For the purpose of this Article, an adverse action is defined as suspensions of more than fourteen (14) days, removal, reduction in grade or pay, and furlough without pay for thirty (30) days or less. Appeals from adverse actions will be in accordance with applicable appellant procedures.

1900 ARTICLE 19 SAFETY AND OCCUPATIONAL HEALTH

1901 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 encourage all Registered Nurses to work in a safe manner.

1902 Bargaining Unit Registered Nurses will be alert to observe unsafe practices, equipment, and

conditions, as well as environmental conditions in their immediate area which represent industrial hazards. Practices recognized by the Registered Nurses to be unsafe, will be corrected immediately. If the action required to correct this practice is beyond the control of the Registered Nurse, it must be immediately reported to the appropriate supervisor for corrective action.

- 1903 Registered Nurses who are found to have an injury, disease or physical condition that is non-occupational will be referred to their private physician.
- 1904 The Employer agrees that those Registered Nurses who are deemed to be occupationally exposed to ionizing radiation shall be provided a radiation detecting film badge. Registered Nurses provided film badges shall be given a pre-placement radiation physical which meets the requirements of the Radiation Health Protection Program (NAVMEDECEN Instruction 6470.6_)
- 1905 Registered Nurses who handle or are exposed to antineoplastic drugs shall be made aware of and adhere to the policies, procedures and work practice guidelines outlined in Naval Medical Center San Diego Instruction 5100.3_.
- 1906 The Parties recognize that HIV infections can result in medical conditions which impair the individual's health and ability to perform safely and effectively. A Registered Nurse who is HIV infected or who has AIDS is covered under the same rules and afforded the same considerations as any other employee who is ill or disabled, including leave, leave without pay and disability retirement determinations. An HIV infected Registered Nurse will normally be allowed to continue working as long as the Registered Nurse is able to maintain acceptable performance and does not pose a safety or health risk.

2000 ARTICLE 20 POSITION DESCRIPTION AND CLASSIFICATION

- 2001 Each Registered Nurse's position description shall be reviewed annually for accuracy and completeness at the time the Registered Nurse's annual performance objectives are set. If the Employer determines that a position description is inaccurate, the position description will be redescribed and appropriate classification action taken. If a Registered Nurse believes the position description is inaccurate, such inaccuracies may be brought to the attention of, and discussed with the immediate supervisor.
- 2002 When a Registered Nurse alleges inequities in the position classification or job rating, the Registered Nurse shall have that classification reviewed in accordance with the following procedures:
- 2003 The Registered Nurse will first discuss the alleged inequities in the position description with the immediate supervisor.

- 2004 If the Registered Nurse is dissatisfied with the result of the discussion with the immediate supervisor, the alleged inequity may be taken to the next higher level of supervision.
- 2005 If not resolved at that level, the Registered Nurse has the right to discuss the alleged inequity with the Human Resources Branch Office, who will review the position description, work assignments, and position classification, and will discuss that review with the Registered Nurse, and upon request, will explain position classification appeal procedures to the Registered Nurse.
- 2006 The Employer agrees that all Registered Nurses are entitled to a copy of the position description and further agrees to provide every new Registered Nurse in the Bargaining Unit with such a copy upon entry on duty.
- 2100 ARTICLE 21 EXCLUSIONS FROM THE GRIEVANCE PROCEDURE
- 2101 Excluded from the Grievance and Arbitration Procedures of Article 22 are:
- 2102 Matters over which the Employer does not have discretionary authority such as Secretary of the Navy, Department of Defense, and other higher level directives, laws and regulations.
- 2103 Matters related to the exercise of the Employer's Rights as described in Article 2 of this Agreement.
- 2104 Any claimed violation of Chapter 73, Title 5, United States Code, relating to prohibited political activities.
- 2105 Retirement, life insurance, or health insurance issues.
- 2106 Any examination, certification, or appointment.
- 2107 Non-selection for promotion from a group of properly ranked and certified candidates; however, a Registered Nurse may file a grievance concerning the procedures used by the Employer to identify and rank qualified candidates.
- 2108 An action terminating a temporary promotion.
- 2109 Non-adoption of a suggestion or disapproval of a Quality Salary Increase, performance award, or other kind of honorary or discretionary award.
- 2110 The classification of any position which does not result in the reduction in grade or pay of a Registered Nurse.

- 2111 A suspension or removal under Title 5, United States Code, Section 7532 relating to national security reasons.
- 2112 Termination of a Registered Nurse serving on a probationary or trial appointment.
- 2113 Grievances over the interpretation of Agency regulations.
- 2114 Termination of any short term temporary or indefinite appointment.
- 2115 All other matters for which a statutory appeals procedure exists such as complaints of prohibited discrimination, adverse actions, and removals for unacceptable performance.

2200 ARTICLE 22 GRIEVANCE AND ARBITRATION PROCEDURE

- 2201 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.
- 2202 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. An informal verbal discussion of a complaint(s) 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. Although an informal verbal discussion between the Registered Nurse and the supervisor is required, in order for a grievance to be considered timely, the grievance must be filed in writing within the twenty-eight (28) calendar day filing period as provided in Paragraph 2205.
- 2203 This Article, except as required by law, or where specifically excluded, is the exclusive procedure for the adjustment of grievances filed 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 proceeding; (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.
- 2204 Grievances concerning appropriate matters relating to the employment of a Registered Nurse will be submitted in writing to the Registered Nurse's immediate supervisor on a grievance form provided by the Associations. Additionally, a photocopy will be given to the Head of the Employer's Human Resources Branch Office who will determine the appropriate persons to be involved at each step of the grievance procedure, and to assist in the processing of the

grievance. The written grievance is to state specifically: the article(s) and paragraph(s) of the Agreement in question; the condition being disputed; the date of the act or occurrence giving rise to the grievance; the personal remedy sought; the name of the grievant; and the name of the Association Representative.

- 2205 Grievances must be submitted within twenty-eight (28) calendar days 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 considered timely must be presented within twenty-eight (28) calendar days after the grievant first knew of such grounds. Whenever the Registered Nurse and/or the Association have been provided with documents or other factual information which would have disclosed the possibility of an Employer error or action that might serve as a basis for a grievance, it shall be determined that the Registered Nurse should have known of the events or conditions which gave rise to the grievance. Grievances will be considered only after the informal verbal discussion specified in Paragraph 2202 has been fulfilled.
- 2206 As used in this Article, workdays shall be defined as the administrative workdays of Monday through Friday except holidays. Calendar days shall be defined as a specific number of consecutive calendar days which are counted beginning the day next following an incident or meeting.
- 2207 Grievances shall be processed in the following manner:
- 2208 Should no acceptable resolution of the Registered Nurse's complaint flow from the informal verbal discussion as set forth in Paragraph 2202, the written grievance will be submitted to the immediate supervisor at Step One within the required twenty-eight (28) calendar days as provided in paragraph 2205.
- 2209 Step One Procedure
- 2210 Within five (5) workdays of receipt of a written grievance, the Registered Nurse's supervisor or designee shall hold a meeting with the Registered Nurse and the designated Association Representative to discuss the issues. The supervisor's written response will be provided to the Registered Nurse and the Association Representative within fourteen (14) calendar days of the meeting. If the written response does not resolve the issue, the grievant Registered Nurse or the Association may appeal the grievance to Step Two.
- 2211 Step Two Procedure
- 2212 The Registered Nurse and/or the Association shall appeal the written grievance to the appropriate official at the next level of supervision within fourteen (14) calendar days following receipt of the written decision at Step One. A Step Two meeting shall be conduct

within five (5) workdays following receipt of the appeal. The Association President or designee will serve as the representative for the grievant at Step Two, if the grievant is to be represented. The Registered Nurse and the Association President will be provided with a written response to the Step Two grievance within fourteen (14) calendar days following the final Step Two meeting. If the written response does not resolve the grievance, the Registered Nurse and/or the Associations may appeal the grievance to Step Three.

2213 Step Three Procedure

2214 The Registered Nurse and/or the Associations may appeal the grievance in writing to the appropriate official at the next level of supervision within fourteen (14) calendar days following receipt of the Step Two response. A Step Three meeting will be conducted within five (5) workdays following receipt of the appeal to Step Three. A State Associations Staff Representative will represent the grievant at Step Three, if the grievant is to be represented. The Registered Nurse, the Association President and the State Associations Staff Representative shall receive a written answer to the grievance within fourteen (14) calendar days following completion of the Step Three meeting. Step Three decisions must be appealed to arbitration within fourteen (14) calendar days in order to be considered timely. If no appeal is filed within the prescribed time, the Step Three decision shall become final.

2215 Discipline Grievances

2216 Grievances concerning disciplinary action will be submitted directly to Step Two, or at a management level above the supervisor initiating the disciplinary action. Disciplinary grievances must be submitted within twenty-eight (28) calendar days following receipt of the Employer's decision letter. The Registered Nurse's discipline grievance will be handled in accordance with the provisions of the applicable grievance step.

2217 Institutional Grievances

2218 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:

2219 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 as quickly as possible, but in no event to exceed twenty-eight (28) calendar days from the date of the incident giving rise to the grievance.

2220 In the event the dispute is not resolved, the Association President or designee, or the Commanding Officer, 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 the issue and the position of the moving Party. The responding Party will have twenty-eight (28)

calendar days in which to provide an answer in writing.

- 2221 If there is no response within twenty-eight (28) calendar days, or if the written response does not resolve the dispute, the moving Party may proceed to Arbitration. Meetings held under this procedure are not an adversary process.
- 2222 Such meetings are fact-finding discussions conducted by the Parties in an attempt to reach an agreement. Written affidavits 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.
- 2223 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 Association, the grievance shall be considered settled. Failure on the part of the Employer to meet any time limits will automatically appeal the grievance to the next step. The Parties may mutually agree in writing to waive any step in this procedure.
- 2224 The Parties intend that every effort will be made to expedite any and all phases to the grievance procedure. Answers and appeals are to be made as soon as possible after decisions have been reached. Grievance and arbitration meetings will be scheduled without undue delay.
- 2225 General
- 2226 The Associations are the exclusive representatives of all Registered Nurses covered by this Agreement, and therefore the Association/Associations are the only Parties which may represent a Registered Nurse or group of Registered Nurses in processing grievances under this Article.
- 2227 The immediate supervisor for Step One of this grievance procedure is the Division Officer for those Registered Nurses assigned to an area in Nursing Service. The immediate supervisor for all other Registered Nurses is the individual occupying the position directly above the grievant in the organizational structure. Generally, this would be the supervisor identified in the individual Registered Nurse's position description.
- 2228 Grievance hearings/meetings shall be scheduled in advance at mutually acceptable times to allow for the attendance of all applicable representatives and personnel. A grievance timing chart is attached as Appendix A., Paragraph 2800.
- 2229 Arbitration Procedure
- 2230 Only those grievances processed through the grievance procedure may be submitted to Arbitration. Appeals to Arbitration must be made within fourteen (14) calendar days

following receipt of the written Step Three 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.

2231 Pre-Arbitration Meeting

2232 Within five (5) workdays after receipt of the 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 mutual agreement on an arbitrator cannot be reached, the Parties will jointly request the Federal Mediation and Conciliation Service 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.

2233 During the pre-arbitration meeting the Parties will attempt to define the issues, and thereafter to prepare a joint submission agreement, plus any stipulations as to the facts of the case. If the Parties cannot agree on a joint submission agreement, each Party 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.

2234 Arbitrator

2235 The Arbitrator shall only have jurisdiction and authority to interpret this 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.

2236 The fees and expenses of the Arbitrator, and the cost of a transcript, if mutually ordered, shall be shared equally by the Parties.

2237 General

2238 Arbitration hearings/meetings will be held, whenever practicable, on the premises of either of the Parties or in a suitable place as mutually selected by the Parties. Arbitration meetings will be held during the administrative workweek. Any meeting room costs will be shared equally by the Parties.

2239 The Association Representative, if such person is an employee of the Employer, the grievant, or any employee called as a witness will be excused from duty without loss of pay or charge to leave if otherwise in a duty status, 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.

2240 The decision of the Arbitrator will be final and binding on both the Associations and the Employer. Either Party may file exceptions to the Arbitrator's award with the Federal Labor Relations Authority in accordance with that Agency's regulations.

2241 Disputes concerning whether or not a particular matter is subject to the grievance and arbitration procedure will be processed as grievances. If it is determined that the complaint is subject to the grievance procedure, then the Parties will resume processing the original grievance. If a dispute remains, the matter of arbitrability will be decided by an Arbitrator under the provisions of this Article.

2242 Duty to Arbitrate, Post Expiration

2243 The Parties agree that the duty to resolve or arbitrate a grievance carries with it the obligation to process the matter to a full conclusion, even though a post-expiration condition may exist.

2244 Mediation - Arbitration

2245 The Parties agree to utilize mediation-arbitration whenever it is believed to be appropriate by both Parties to attempt to resolve grievance disputes after an appeal has been made to arbitration. When the Parties mutually determine the need to mediate a case, an Arbitrator or Mediator practicing in mediation-arbitration will be mutually selected. The expenses of the Arbitrator or of the Mediator, and for the meeting location if any, shall be equally shared by the Parties. All other expenses of representatives or witnesses or other incidentals will be the responsibility of the respective Parties.

2246 Each Party will be entitled to present its basic evidence to the Arbitrator/Mediator; hereinafter Mediator. The Mediator will evaluate the evidence received in an informal setting, and advise the Parties of the findings the Mediator would have rendered in a formal proceeding. The Parties may then agree to a mutually acceptable settlement.

2247 Should either Party elect not to reach settlement based on the Mediator's findings, then within fourteen (14) calendar days, either Party may notify the other Party that the grievance will proceed to arbitration. If the matter is continued to arbitration, a different Arbitrator will be selected. Settlements reached through mediation-arbitration shall be fully binding for that case.

2248 Mediation-Arbitration Procedures

2249 Attendance at mediation-arbitration meetings shall be limited to the following representatives of the respective parties:

For the Associations:

State Associations Staff Representative/Spokesperson
Association Officer/Representative
Grievant Registered Nurse
Witnesses

For the Employer:

Labor Relations Representative/Spokesperson
A maximum of three (3) additional representatives of the Employer's selection
Witnesses

- 2250 Neither attorneys, nor court reporters nor any other type of note takers, shall be allowed to be present at the mediation-arbitration proceedings. The Parties may only take incidental notes necessary to present their case to the Mediator. No formal record shall be made of the proceedings.
- 2251 The mediation-arbitration proceedings shall be entirely informal in nature. Relevant facts shall be elicited to the extent possible in a narrative fashion from their own witnesses by each Party's spokesperson, rather than through a direct examination of witnesses. The usual rules of evidence shall not apply. No private record of the proceedings will be made. The Mediator will maintain the professional decorum expected during arbitration processes. Adverse witnesses may only be called through the mutual agreement of the Parties.
- 2252 Either Party may present documentary evidence to the Mediator, which shall be returned to the presenting Party at the conclusion of the proceedings.
- 2253 The primary effort of the Mediator shall be to assist the Parties in settling the grievance dispute in a mutually satisfactory manner. In attempting to achieve a settlement, the Mediator is free to use all of the techniques customarily associated with mediation, including private conferences with only one Party, or with the Spokespersons of the Parties.
- 2254 If settlement is not achievable, the Mediator will provide the Parties with an immediate verbal opinion, based on the Labor-Management Agreement, as to how the grievance would have been decided if it had gone to arbitration. The Mediator's opinion shall not be final or binding, but will be advisory only. The opinion of the Mediator shall be given orally together with a statement of the reasons for the opinion.
- 2255 The verbal opinion of the Mediator cannot be used as a basis for further settlement discussions, or for the withdrawal or granting of the grievance. The Mediator shall have no authority to compel the resolution of the grievance, nor have the right to retain jurisdiction

over the case in any manner.

2256 Should the grievance proceed to continuation at arbitration, neither the discussions nor the Mediator's opinion will be admissible in any such further proceedings. Exhibits shall be admissible to the same extent that they would have otherwise been admissible in a subsequent proceeding.

2257 Time off provisions for Registered Nurse participants at mediation-arbitration shall be the same as set forth under the arbitration provisions of this Article.

2300 ARTICLE 23 PROFESSIONAL DEVELOPMENT

2301 Educational Time-Off

2302 The Parties recognize the important effect of education and training on the delivery of health care. The Parties, therefore, encourage Registered Nurses to improve their professional knowledge and skill by pursuing off-the-job education programs, relative to professional growth and development.

2303 The Employer shall provide duty time for Registered Nurses to attend workshops, seminars, and/or courses which serve to improve the performance of Registered Nurses, contribute to the efficiency and attainment of management goals, and provide encouragement of employee self-development activities. These activities will be approved by the Employer with due consideration for maintaining necessary staffing and within the confines of budgetary allowances in carrying out the mission of the activity. Requests by Registered Nurses for educational programs shall not be unduly denied.

2304 In-service Education

2305 The Employer shall maintain an on-going in-service education program, to assist the Registered Nurse in job related self-development. If the program is not available for all shifts, schedules will be adjusted as needed to allow Registered Nurses from other shifts to attend. When a change in schedule is required, attendance must be approved in advance by the appropriate supervisor.

2306 Continuing Education

2307 The Employer agrees to maximize the provisions of continuing education offerings/units whenever possible.

2308 New Hire Orientation

2309 The Employer recognizes the importance of proper orientation for new employees to fulfill

requirements of the position.

2309 Performance Evaluation

2310 The Employer agrees that procedures and forms for performance appraisals of Registered Nurses will be subject to consultation between Employer Representatives and the Association's Officers and Association Representatives.

2312 Performance appraisals and progress reviews of Registered Nurses shall be conducted by appropriate supervisory personnel.

2313 Continual evaluation of a Registered Nurse's work performance provides the basis for, and shall be followed by, frequent discussion with the Registered Nurse regarding performance in order to develop good supervisor-employee relationships, and provide the basis and guidance needed to contribute materially to the development of the Registered Nurse.

2400 ARTICLE 24 PROFESSIONAL LIABILITY PROTECTION

2401 Registered Nurse professional liability protection is provided under applicable Federal Statute: 10 U.S.C. Section 1089.

2500 ARTICLE 25 DURATION AND PRECEDENCE

2501 This Agreement is effective upon approval by the Department of the Defense, or thirty (30) days from the date of execution, whichever is earlier; and will remain in full force and effect for three (3) years from its effective date.

2502 This Agreement may be reopened for amendment at any time by mutual consent of the Parties. Approved amendments, supplemental agreements or changes to this Agreement shall be printed, and shall become a part of, and subject to, the same terms as the basic Agreement.

2503 This Agreement may, by mutual consent of the Parties and upon approval by Department of Defense, be extended for a specified period of time, but not to exceed one (1) year. It is understood that this Agreement must be brought into conformance with current regulations of higher authority at the time a request for extension is submitted.

2504 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.

2505 In the administration of all matters covered by this Agreement, the Parties are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in published Agency regulations in existence at the time this Agreement is approved.

2506 Any revisions to this Agreement which are imposed in compliance with any law or regulation shall affect only the specific clause or clauses required to be revised, but will have no effect on the remainder of the Agreement which shall remain in full force and effect for the duration of the negotiated Agreement.

2600 ARTICLE 26 DEFINITIONS FOR BARGAINING

2601 In order to clarify the United Nurses Associations of California, Union of Health Care Professionals UNAC/UHCP, use of terms relating to the UNAC/UHCP organization, the following definitions are provided for purposes of this Labor-Management Agreement.

2602 Association: The local Association formed within the Naval Medical Center San Diego; the term Association is used interchangeably with the term Affiliate.

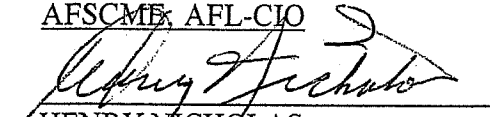
2603 Associations: Refers to the United Nurses Associations of California, Union of Health Care Professionals which is always written in the plural, and which serves as the umbrella organization of the many affiliates. When referred to in a labor-management agreement context, the use applies to the state organization alone, and/or to the state and local associations together, according to the method of use.


2604 UNAC/UHCP: The acronym used to denote the United Nurses Associations of California, Union of Health Care Professionals.

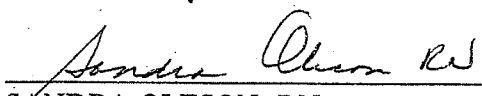
2605 It is usually the case that apostrophes are omitted from general usage in describing the possessive case of singular and plural nouns (as above), and the text is written in such a manner as to avoid the usage of apostrophes: example; "to be filed on a form provided by the Associations," rather than "...to be filed on the Associations' form."

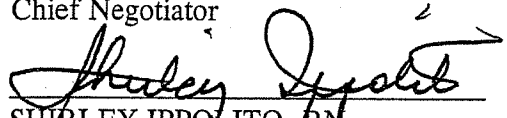
2700 IN WITNESS WHEREOF the Parties hereto, through their authorized representatives, have executed this Agreement on the 23rd day of July, 2009.

FOR BALBOA REGISTERED NURSES
ASSOCIATION, UNAC/UHCP, NUHHCE
AFSCME, AFL-CIO

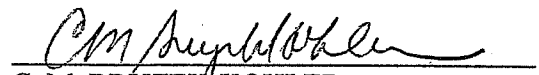

HENRY NICHOLAS
President, NUHHCE

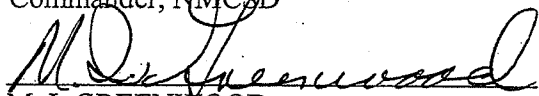

KATHY J. SACKMAN
President, UNAC/UHCP

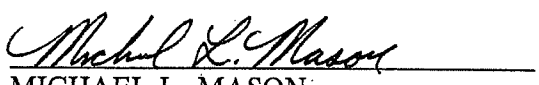

SANDRA OLESON, RN
Staff Representative, UNAC/UHCP
Chief Negotiator

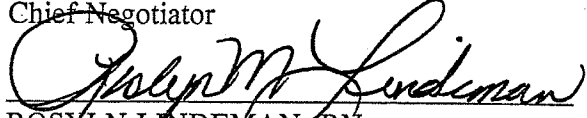

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SAN DIEGO,
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C. M. BRUZEN-KOHLER
RADM, NC, USN
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MICHAEL L. MASON
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Chief Negotiator


ROSYLN LINDEMAN, RN
Civilian Liaison, Nursing Services

=====
Ratified by the BALBOA REGISTERED
NURSES ASSOCIATION, UNAC/UHCP on
DATE: 25 August 2009

APPROVED by the DEPARTMENT OF
DEFENSE on
DATE: 11 September 2009

TO BE EFFECTIVE on
DATE: 11 September 2009

between
 NAVAL MEDICAL CENTER SAN DIEGO
 and
 BALBOA REGISTERED NURSES ASSOCIATION,
 UNITED NURSES ASSOCIATIONS OF CALIFORNIA,
 NUHHCE, AFSCME, AFL-CIO

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