

ARTICLE 31
NURSE LISTS and DISTRIBUTION OF CONTRACTS

A. NURSE LISTS

1. On a monthly basis, the University shall provide CNA with a list by campus/medical center of all nurses in the NX bargaining unit at each campus/medical center. This list will be accessed by CNA via FTP (File Transfer Protocol). This list will contain the employee name, work phone, title code, title name, department, work location, employee ID, hire date, hourly rate (as provided in the dues report) annualized pay rate, and dues indicator. Available home address, home phone, personal email, and personal cell will be provided if the nurse has not objected to disclosure of the information.
2. The University will provide to CNA a monthly list of changes (e.g., salary adjustment, new hire, transfer in or out, LOA start and end date, separation, home address, etc.) via FTP that have occurred within the bargaining unit.

B. ELECTRONIC TRANSMISSION OF DEDUCTION INFORMATION

1. Certification and Maintenance of Deduction Information

- a. The Union will certify to the University to begin deductions or to cease deductions. For bargaining unit members, deductions shall be from in unit earnings based on retirement gross earnings.
- b. CNA will either deliver an electronic file in Excel (*.xls) format to the University's campus/medical center/laboratory appropriate office or upload files to the FTP website, in accordance with Section 2 below. The University shall provide notice of the changes to the administrative process at least thirty (30) calendar days in advance of the change.
- c. For employees who are paid monthly, the union payroll deduction file shall be transmitted electronically no later than the 15th of each month. For employees who are paid bi-weekly, the union payroll deduction file shall be transmitted no later than the Friday before the end of the pay period. If the referenced 15th of the month or Friday before the end of the pay period falls on a holiday or weekend, the file shall be transmitted the business day prior to the holiday or weekend.
- d. The University agrees the changes will be made in time to affect the next payroll with a pay begin date that falls on or after the date the deduction certification is received.
- e. The Union will solely maintain the union payroll deduction authorization,

signed by the employee from whose salary or wages the deduction is to be made.

f. If an employee is separated from the University or transferred out of the NX unit and is still employed by the University, the University shall stop the union payroll deductions.

2. The Nurse list to be submitted in the format provided in Appendix K and shall include:

- a. Location/Business Unit Code
- b. Campus or Medical Center Name
- c. Bargaining Unit or unrepresented
- d. Employee Identification Number
- e. Employee Name (Last, First)
- f. Action Codes: "A" = Add; "C" = Change; "S" = Stop
- g. Deduction Codes: "D" = Dues; UD = Unrepresented Dues; PA = Political Action
- h. Ongoing Deduction Dollar Amount for Political Action (Must be dues paying member in bargaining unit.)

C. FEES FOR PROVIDING PAYROLL DEDUCTIONS

1. The University shall charge CNA \$.07 per employee for calculation and reporting and \$10.00 for each monthly union payroll deduction remittance. Such charges shall be deducted from the total check remittance. A remittance report shall be provided to CNA reconciling the union payroll deductions and the deducted administrative service fees.

2. For the purpose of voluntary deductions for the Union, unrepresented dues and the Political Action Fund (PAF), fees charged to the Union shall not exceed the actual costs incurred by the University to establish such deductions.

D. CORRECTION OF ERRORS

1. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions from the affected employee(s) subsequent earnings to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions from the employee(s) subsequent earnings shall not exceed two times the normal dues amount in any given pay period.
2. If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the employees

accordingly.

3. If the parties cannot agree on the amount of the appropriate deduction only the Union may file a grievance concerning the same.
4. The University shall include a communication to the employee if deducting supplemental dues in excess of the normal contributions in accordance with E.1.
above with concurrent notice to CNA.

F. INDEMNIFICATION

The Union shall indemnify the University for any claims made by the represented members for deductions made by the University in reliance on the Union's certification or on the Union's representation as to whether deductions for the Union were properly canceled or changed. The University shall promptly provide notice to the Union of any claim, demand, suit or other action for which it is seeking indemnification.

G. DISTRIBUTION OF MATERIALS

1. Posting of the Agreement

- a. Within ten (10) calendar days following ratification, the University shall provide CNA with an electronic copy of the draft official version of the contract for CNA review and concurrence.
- b. The University will not post the UC version of the agreement to its website until CNA has had at least ten (10) calendar days to review the draft referenced in §B.1.a., above.
- c. The University and CNA will use their best efforts to ensure that this agreement is posted within one hundred twenty (120) calendar days following ratification.
 1. Both parties must approve the camera ready copy of the Agreement prior to posting.
 2. The University shall make appropriate arrangements for CNA's access to the work sites to facilitate CNA's distribution of the contract to each nurse.

2. New Employee Orientation

- a. The University shall provide CNA not less than 10 days notice in advance of a new employee orientation. The University shall advise CNA of the estimated number of NX bargaining unit members scheduled to attend the new employee orientation.
 - i. The Association shall be permitted to address nurses at a reasonable time in conjunction with new employee

orientation sessions, involving one or more newly hired bargaining unit nurses for thirty (30) minutes for the purpose of CNA new nurse orientation. The CNA presentation will be included in the written agenda for the meeting. The University and the Association agree to meet and confer over arrangements to accomplish this goal. The Chief Nurse Representative or designee shall be authorized to receive reasonable paid release time to attend such CNA new nurse orientation.

- ii. The University shall provide CNA with a copy of the attendance list of all NX bargaining unit members attending the new employee orientation within ten (10) days following the new employee orientation.
- iii. To the extent that a nurse's orientation process is individualized and/or to the extent that a nurse for any reason does not within sixty (60) days of beginning work attend a group orientation meeting as described above, the following alternate provisions shall apply:
 1. CNA shall notify the nurse, the nurse's manager and the local Labor Relations office of a proposed thirty (30) minute time slot, during normal working hours, for a designated CNA representative to meet privately with (and provide materials and information to) the nurse, without management personnel or any other persons present.
 2. For reasons of operational necessity only, the University may notify CNA that the proposed time is unworkable and that CNA must propose an alternate time.
- iv. Where the University conducts RN-only orientations, the University shall allow CNA to address nurses there in accordance with §B.2.b. above.