

**Previously Effective 3/23/08 –2/7/09**

**ARTICLE 29**

**ASSOCIATION RIGHTS**

**A. GENERAL PROVISIONS**

1. The parties acknowledge that it is in the Association's interest that it be granted access to University facilities for the purposes of ascertaining whether the terms of this Agreement are being met; engaging in the investigation, preparation, and adjustment of grievances; conducting Association meetings; explaining to bargaining unit members their rights and responsibilities under the Agreement; and informing Registered Nurses of Association activities. In the interest of facilitating these purposes, and in accordance with local campus/Laboratory procedures, the parties agree to this Article.
2. The University has the right to enforce reasonable access rules and regulations as promulgated at each campus/Laboratory.

**B. ACCESS BY THE ASSOCIATION/ASSOCIATION REPRESENTATIVES - GENERAL PROVISIONS**

1. Designated Association representatives who are not University employees, or who are not employed at the facility visited, may visit the facility at reasonable times and upon notice to discuss with the University or bargaining unit members matters pertaining to this Agreement. In the case of visits for the purpose of conducting unscheduled meetings with bargaining unit members, the Association representative shall give notice upon arrival in accordance with local campus/Laboratory procedures.
2. The Association will furnish the University with a written list of all designated Association representatives, including those who are University Nurse Representatives. The Association shall update the list as changes to the original occur. The University need not provide any release time to any nurse whom CNA has failed to formally designate as a nurse representative, alternate representative, or Chief Nurse Representative prior to a request for release time.
3. Such internal Association business as membership recruitment, campaigning for Association office, hand billing or other distribution of literature, and all other Association activities shall take place during non-work time. Nurse rest and meal periods are non-work time for the purposes of this Article.
4. As currently provided, the Association shall be permitted to use a table in or near the main cafeteria at each facility, or in or near the lunchroom where no cafeteria exists.
5. Association representatives shall be given a campus/hospital/Laboratory orientation which shall review access areas, general safety and health requirements, and procedures for the scheduling and use of certain rooms. Attendance at the orientation shall be a prerequisite to access. The University and the Association may mutually agree to waive the prerequisite in the appropriate circumstances.

**C. NURSE REPRESENTATIVES**

1. The University shall recognize designated Nurse Representatives who are members of the bargaining unit. The function of the Nurse Representative shall be to inform nurses of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances.
2. CNA may designate one (1) Chief Nurse Representative for each medical center, and one Nurse Representative for each student health center on a campus, each medical center, and the Lawrence Berkeley Laboratory.
  - a. At medical centers with more than 100 nurses, CNA may designate one (1) additional Nurse Representative and an alternate representative for every one hundred (100) members of the bargaining unit or major portion thereof in that unit.

- b. There shall be no more than one (1) Nurse Representative and one (1) alternate from a particular patient care unit or equivalent. The alternate Nurse Representative may serve as a Nurse Representative only when the primary Nurse Representative is not at work.
- c. The Nurse Representative and the Chief Nurse Representative, if any, shall not be allowed release time for the same block of time if they are from the same unit.

**D. PAID RELEASE TIME FOR NURSE REPRESENTATIVE ACTIVITIES**

**1. Amount of Time Provided**

- a. The designated Nurse Representative for each student health center, and the designated nurse representative(s) and alternative nurse representative(s) for each medical center are eligible to receive twelve (12) hours per month paid release time in accordance with the provisions of this article. The total cumulative use of paid release time for the primary and alternate Nurse Representative, per particular patient care unit or equivalent, shall be limited to twelve (12) hours per month.
- b. Each medical center Chief Nurse Representative receives twelve (12) hours of paid release time for the purposes authorized for Nurse Representatives, plus an additional twelve (12) hours of paid release time, for a maximum of twenty-four (24) hours per month.
- c. For Per Diem nurses who serve as Nurse Representatives or Chief Nurse Representatives, the University and CNA agree that any shift for which release time is granted shall not be counted toward the required minimum shift availability each month according to the location's Per Diem Scheduling Agreement.

**2. Authorized Purposes for Paid Release Time**

- a. Within the twelve hours of paid release time provided in §D.1.a., above, the Nurse Representative shall be authorized paid release time for the following purposes:
  - 1) grievance meetings and for one-on-one meetings with a grievant related to the filing of a grievance,
  - 2) a meeting with a supervisor to resolve potential or formal grievances,
  - 3) to attend scheduled group orientation for new nurses,
  - 4) for nurse representatives in the Student Health Centers (SHCs), participation in SHC procedure and/or furlough scheduling meetings,
  - 5) for other grievance-related activity, such as that related to the initial filing of a formal grievance,
  - 6) distribution of the printed labor agreement to nurses, and
  - 7) up to four (4) hours per month for attendance at monthly Nurse Representative meetings at her/his facility to deal with grievance resolution issues.
- b. When such time is used for the on-site grievance-related activities of witness interviewing and/or document collection, the Nurse Representative shall not interfere with the work activities of the witness(es) or possessor(s) of the documents, or the normal operations of the unit.
- c. The release time provided is not to be used for grievance-related activity such as research, or writing or preparation of briefs or other such statements of position or argument.
- d. Contained within the twelve (12) hours release time provided in §D.1.b., above, the Chief Nurse Representative or designee shall

be authorized paid release time to attend one (1) Association membership meeting per month.

- e. The University shall not deduct hours from the time provided for time spent in meetings initiated by University officials, or time participating in an arbitration hearing.

**3. Requesting and Providing Paid Release Time**

- a. All nurse representatives shall request release time from her/his supervisor prior to the activity.
  - 1) When requesting release time for pre-scheduled meetings, requests shall be made prior to the time the work schedule is established, unless the nurse representative could not have known of the date of the meeting prior to the time the schedule is established.
  - 2) When requesting release time to assist nurses in grievance activity, requests shall be submitted as soon as practicable in advance of the hours intended for release time use.
- b. The University will not unreasonably deny the release time if submitted in accordance with §D.3. Such release time shall not exceed the maximum amount of release time provided in §D.1., above. Upon receiving such a request, the University will make every attempt to find coverage for those hours using customary scheduling guidelines and will only deny such requests when not able to secure the required coverage to meet patient needs.
- c. Chief Nurse Representatives are eligible for the additional twelve (12) hours of paid release time, as provided in §D.1.a., above.
  - 1) When practicable, prior to the establishment and posting of the unit work schedule, the Chief Nurse Representative will identify the shifts and times for which s/he requests paid release time.
  - 2) The University will schedule up to twelve (12) hour of paid release time per monthly schedule, if the release time was requested in accordance with the provisions of this section.

- 4. At its sole discretion, the University may authorize use of release time for more than the time limits provided for in this Article. The exercise of this discretion and/or the enforcement by the University of the maximum time shall under no circumstances establish a precedent for the Nurse Representative, alternate, or represented area involved nor shall the allowance of greater than the maximum time in a month for a Nurse Representative have any effect or bearing on the ability of the University to enforce the maximum on any other Nurse Representative.

- 5. In the event the University questions if a nurse representative or the Chief Nurse Representative is not adhering to these release time provisions, the University will notify the Association and the parties will attempt to resolve the matter. If a question remains, the University may take corrective action when warranted.

**E. PATIENT CARE AREAS** Association representatives shall have access to patient care areas only as necessary for travel to and from business in those places set forth in Appendix E. Association representatives shall not contact nurses in, linger in, or use patient care areas for the purpose of conducting Association business. When the designated campus/hospital/Laboratory official and the Association representative mutually agree that a visit to a patient care area is necessary in attempting to adjust grievances, access to patient care areas will be granted. "Patient care area" includes:

- 1. Chart rooms and rooms that function as or are in the nature of chart rooms;
- 2. Nursing stations;
- 3. Patient and/or visitor lounges including patient conference rooms, sitting rooms, and solaria;
- 4. Libraries or study areas located within patient care areas;

5. Patient floor and operating room area corridors; and
6. Patient rooms, operating rooms, laboratories, clinics, and other treatment and patient care areas.

**F. MEETING ROOMS AND BULLETIN BOARDS**

1. The University shall provide the Association use of general-purpose meeting rooms and those rooms set forth in Appendix E. The Association shall make advance arrangements for such use with the designated campus/Laboratory office.
  - a. The University will not unreasonably deny prearranged use of such meeting rooms. Room reservations shall not be canceled by the University except where unforeseen circumstances require the room to be used for teaching or patient care-related purposes, including staff conferences. If a reserved room is canceled, the University will attempt to provide a comparable alternative.
  - b. The Association may schedule classrooms and conference rooms outside of patient care areas for those times when such rooms are not used for teaching or patient care-related purposes and when nurse lounges would not be large enough or would otherwise be unsuitable for a given Association meeting.
2. The Association shall have access to general-purpose bulletin boards and shall have the use of those bulletin boards set forth in Appendix E. The Association representative responsible for the posting must date and initial any materials posted and must provide a copy of all materials posted to the appropriate University representative at the location at the time of posting. At those locations where the University is responsible for posting material on bulletin boards, the University will promptly post copies of the CNA-provided material.
3. The University and the Association shall, within thirty (30) calendar days of the conclusion of bargaining, meet and update Appendix E, Rooms and Boards for each facility.

**G. ASSOCIATION ACCESS TO NURSE RECORDS**

Upon reasonable notice, the nurse and/or the nurse's representative and/or an Association representative, if authorized in writing by the nurse, may examine or request material in the nurse's personnel records. The written authorization shall be valid for thirty (30) calendar days from the date of the signature of the authorization or within a written time limit specified by the nurse, whichever is later. Records protected by recognized legal privilege and records excepted from disclosure by law may be withheld from the nurse and the nurse's representative.

**H. MAIL DELIVERY**

United States mail which is received by the University bearing a nurse name and accurate address will be distributed to the nurse in the normal manner. In locations where nurse mailboxes exist, the Association shall have reasonable use of them. At each medical center, the University shall provide a secure mail drop for use by the Association and nurses. Nurse Representatives shall have the right to use their University e-mail account for the purposes of conducting Association business authorized under Article 27, Grievance Procedure.

