

ARTICLE 3 – AFFIRMATIVE ACTION

- 3.1 Affirmative Action Program. A tool designed to ensure equal opportunity through procedures and active good faith efforts to correct underutilization of qualified affected group members. It shall not mean any sort of quota system.
- 3.2 Affirmative Action Plan. Guidelines for development of affirmative action plans are established by the Department of Personnel and are consistent with requirements set forth by Executive Order 11246 and Affirmative Action Guidelines issued by the U.S. Departments of Labor and Justice.

ARTICLE 4 – RECOGNITION/EMPLOYER

- 4.1 The Employer recognizes the Association as the exclusive bargaining representative for all registered nurses whose classifications appear in Article 6 of this Agreement and are employed in the recognized bargaining unit.
- 4.2 Employer is the Board of Regents of the University of Washington acting for the University of Washington Medical Center through its agents, administrators and supervisors as determined by the Board of Regents.

ARTICLE 5 – ASSOCIATION REPRESENTATIVES, DUES DEDUCTION, ACTIVITIES

- 5.1 Association Membership. The Employer agrees to remain neutral with respect its employee's decisions about union membership and payroll deduction. The Employer agrees to direct all communications from employees regarding union membership or payroll deduction to the Association or this agreement.
 - 5.1.1 Dues Deduction. The Employer shall provide for payroll deduction of Association dues, which are uniformly applied to all members, upon written authorization by the individual nurse to the Union.
 - A. The Union shall transmit to the Employer by the cut-off date for each payroll period, the name and Employee ID number of employees who have, since the previous payroll cut-off date, provided authorization for deduction of dues or have changed their authorization for deduction.
 - 5.1.2 Revocation. The Employer shall honor the terms and conditions of each employee's signed payroll deduction form. An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Union in accordance with the terms and conditions of their signed authorization form. Each month the Employer's payroll office will transmit the total deducted amount of dues money to the Association's office.
 - 5.1.3 Indemnification. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the University harmless from all claims, demands, suits or other forms of liability that may arise against the University for or on account of any deductions made from the wages of such employees or for any action taken in compliance with this Article.
- 5.2 Staff Representative. After notifying Nursing Administration, the Association's authorized staff representatives shall have access to the Employer's premises where nurses covered by this Agreement are working, excluding patient care areas, for the purpose of investigating grievances and

contract compliance. Such visits shall not interfere with or disturb nurses in the performance of their work during working hours and shall not interfere with patient care.

5.3 Association Area Reps/Officers. The WSNA Local Unit officers and Unit Representatives shall be recognized by the Employer when notified in writing by the Association. Unless otherwise agreed by the Employer, the investigation of grievances and other Association business shall be conducted only during nonworking times, and shall not interfere with the work of other nurses.

5.4 Rosters. Once per month, between the twentieth (20th) of the month and the end of the month, by an Excel spreadsheet attachment to an email, the Employer shall provide the Association with a list of those nurses covered by this Agreement. This list will contain each employee's name, home address, employee identification number, home department, FTE, monthly rate of pay, adjusted hire date, job code, job classification and campus mailbox number.

On January 1, 2018 or six (6) months after the "go-live" date for Workday, whichever is later, the parties agree that the current Article 5.4 "Rosters" will be amended in accordance with Appendix V.

5.4.1 Separation Report. Each month, between the twentieth (20th) of the month and the end of the month, the Employer shall provide the Association with a list of all employees covered by this Agreement who were separated during the previous month. The separation report will contain the following: employee identification number, employee name, FTE, monthly rate of pay, adjusted hire date, job code, job classification, home department, effective date, and reason for separation.

5.4.2 Transfers Into the Bargaining Unit and New Hire Report. Each month, between the 20th of the month and the end of the month, the Employer shall also provide the Association with a list of all employees who are newly hired into the bargaining unit and/or who transferred from non-bargaining unit position to positions covered by the Agreement. The report will include the following: employee identification number, employee name, FTE, monthly rate of pay, campus mailbox number, and date of hire.

5.5 Contract Distribution. The Employer shall provide a link to this agreement to each nurse in the bargaining unit.

5.6 Bulletin Boards. Bulletin boards in prominent locations shall be made available and designated for use by the Association for the posting of notices and information pertaining to official business of the Association and its local unit. In addition, a letter size (8 ½ X 11) space will be made available in the break room or lounge of every unit. If a unit does not have a break room or lounge the unit manager will identify a location. No material shall be posted without the signature of a recognized officer of the local unit. If it is established that adequate space is not available at a convenient location, the Association may provide for and have installed an additional bulletin board at its own expense, provided the size and location of said bulletin board shall be mutually agreeable to the Association Representative and the Employer.

5.7 Meeting Facilities. The Association shall be permitted to use designated Medical Center facilities for meetings of the local unit, with or without Association staff present, provided sufficient advance notice is given to the Employer and space is available on the date requested. Such meetings shall be for professional purposes and shall be held during the nurses' own free time.

5.8 Storage Space. Secure storage space shall be made available for the use of the local unit for the storage of a rolling cart.

5.9 Orientation for New Nurses. Nursing Administration agrees to continue its past practices during departmental staff nurse orientation at the University of Washington Medical Center of distributing the collective bargaining agreement. UWMC will provide proof of distribution to and receipt of the contract by all nurses hired into the bargaining unit. UWMC will provide such proof to WSNA upon the request of WSNA. There will be a thirty-minute period designated for the local nurses, unit officer or employee designee to introduce the new nurses to the collective bargaining agreement and to make available WSNA material. The time designated for the 30-minute introduction will be communicated to the local unit officer or designee in advance of the orientation.

At the time of the new employee orientation the nurse will be given information regarding all wages and benefits available to them, including their placement on the wage schedule. In addition, nurses will be given all information (including enrollment forms) as approved by the State Employees Benefits Board, concerning medical, dental, vision, accident and long-term disability insurances, the retirement plan, and Health Maintenance Organization alternatives. Other Nurses who are transferred or otherwise move into bargaining unit positions shall also be instructed to attend the WSNA orientation outlined above, unless they have already attended the WSNA orientation. In difficult scheduling situations, the parties may agree to a comparable, alternate WSNA orientation. The employer will provide to the WSNA Representative name and contact information for Nurses within seven days of their transfer or move into the bargaining unit.

ARTICLE 6 – BARGAINING UNIT CLASSES/DEFINITIONS

6.1 Classes. Employment classes (Appendix I) utilized in the bargaining unit are as follows:

8895 Registered Nurse 2 (Staff Nurse)
8896 Registered Nurse 3

Class Specifications are attached as Appendix I.

6.2 Full-Time Nurse. A registered nurse who is classified staff at 1.0 FTE and is regularly scheduled on a forty hour week in a seven day period, or an eighty hour week schedule in a fourteen day period, or one hundred sixty hours in a four week period.

6.3 Part-Time Nurse. A registered nurse who is classified staff at .5 FTE but less than 1.0 FTE and is regularly scheduled to work a minimum of twenty hours in a seven-day period, or a minimum of forty hours in a fourteen-day period, or a minimum of eighty hours in a four week period. Part-time nurses receive prorated salaries and benefits.

6.4 Per Diem Nurse. A nurse in a nursing position who does not qualify as a classified staff nurse. Employment will conform to the rules on temporary employment. Per diem nurses are temporary employees not covered by the terms of this labor agreement.

The Association will be provided with quarterly reports on the use of per diem nurses used by unit and number of hours for the period covered by the report.

6.5 Use of Agency Nurses. It is the intent of the University of Washington Medical Center to minimize the employment of agency nurses. The Medical Center will continue its efforts to recruit and retain a broad base of regular full-time and/or part-time classified nurses. Nursing Administration retains the flexibility to utilize Agency nurses to meet patient care needs.

6.6 Licensure. Nurses are expected to update and maintain current their licenses to practice nursing.