

# The Process of Bargaining



**Bargaining Update for April 19, 2013**

During bargaining, our Union focuses on how we as hospital employees can improve our work lives, address complaints and make sure our concerns are heard. Based on bargaining surveys, Bargaining Team members propose new contract language, either adding to an existing article or suggesting a new proposal. When our Union team and management agree on an article, we reach what is called a "tentative agreement." These agreements don't become final until the entire contract agreement is voted upon by our membership. As we talked about in our first bargaining update, we first address non-economic language. We made progress in addressing our proposals during bargaining Wed., April 17.

## **NEW PROPOSALS BY OUR UNION**

### **Electronic Tracking System**

Data acquired by and preserved within any electronic tracking system shall not be the sole source of information used to impose discipline or evaluate any employee.

### **New Technology/Equipment**

**Computer Access:** The hospital will make Providence Connect available in all computer formats.

**Definition:** When used in this clause, the term "new technology/equipment" shall be interpreted to include all changes in technology (such as computer hardware and software, materials, equipment, machinery and tools) as well as any changes in work processes and/or work organization used by RNs in patient care to formulate nursing diagnoses, develop patient care plans, administer medications and document care provided to patients or to professionals in performing aspect of their jobs.

**Advance Notice:** The Hospital shall provide the Union with advance notice of any proposed workplace change at the point that Management begins to develop plans for the workplace change. Such notice shall be in writing and shall contain the supporting information outlined below. Management shall provide updates of new or revised information as it becomes available.

Within the time period referenced above, the Hospital shall provide the Union with the following information:

1. A full description of the change including its purpose and function, and how it would fit into existing operations and processes (including existing computer systems – both hardware and software);

**"Today we reached agreement on a number of issues. Even though the language can be read quickly, it takes a lot of work to reach agreement.**



**Every word is scrutinized – by us and by management – and the agreements we reach are compromises. Although the process is long, it is actually very empowering. We get to address our concerns and make our voices heard. Bargaining is an expression of our power. Although the bargaining team is crafting language at the table, the hospital listens to us because of the work we do every day as nurses and hospital professionals."**

**Kathy Parlevliet, CVICU  
Bargaining Team Member**

**NEW PROPOSALS / Continued on reverse**

## TENTATIVE AGREEMENTS

(see definition in first paragraph on first page)

### Investigatory Suspension

During the past few years, managers have placed employees on investigatory suspension for minor offenses. To address this issue, our Union and the hospital agreed to add the following language to Article 10, Discipline.

“The Employer shall not, as a default position, place an Employee in unpaid suspension status pending investigation. The Employer reserves the right to do so when: (1) Investigating theft, fraud, or dishonesty; or (2) In its sole discretion, the Employer concludes that the employee’s continued presence in the workplace creates a threat to the health, safety, or welfare of patients, the employee, other employees, patient families or data/property.”

### Job Postings

When the hospital posts for positions, it creates an expectation that the position will be filled in a timely manner. The hospital does not always act as if this is the case and has, at times, delayed filling posted positions. The following language addresses employee concerns.

*New language to be added to Article 5, Job Vacancies, Posting and Bidding:* Once a position has been posted for at least seven (7) calendar days as set forth above and qualified applicants have applied, the Employer will make a good faith and reasonable effort to fill the position within thirty (30) calendar days. If qualified applicants have applied and the hospital has not filled the position within thirty (30) calendar days, the Employer will notify the union and provide an estimated time frame to fill the position.

### Savings Clause

We also agreed to add to the Savings Clause article which states that if any provision of the Agreement is held to be in conflict with any State or Federal law, or if compliance with or enforcement of any provision is restrained, the remainder of this Agreement shall remain in full force and effect.

Our Union added: In the event that a provision of this Agreement is nullified by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for said affected provision. Notwithstanding this language, the unaffected Articles and provision of this Agreement shall remain in full force and effect, including but not limited to Article 24, Work Stoppage.

### Union Stewards

It is a Union Steward’s job to represent employees. You may have noticed that our Stewards are busier these days. Through these negotiations, we gained the right to add two steward positions.

### Unchanged Contract Language

Our Union and management also we agreed to the following articles with no change from our current contract: Article 3, Employee Status, Article 4, Seniority, Article 9, Grievance Procedure, and Article 16 Holidays.

## NEW PROPOSALS

### Continued from front

2. The proposed implementation timetable for the workplace change;
3. Jobs which would be impacted by the change;
4. The anticipated impact on the skill requirements of the hospital work force;
5. The expected impact of the change on job content, pace of work, training needs.

*Training:* Upon introduction of new technologies and/or new equipment into the workplace, instruction will be made available to all employees who are responsible for using the technology/equipment. The method and extent of instruction will be based on the complexity of the technology/equipment being introduced.

The Hospital shall schedule mandatory training for such new technology before a final work schedule for that time period has been posted. The hospital shall provide a reasonable number of classes for both day shift and night shift employees. The hospital shall make its best effort to schedule classes at the hospital for night shift employees immediately after the night shift or during the night.

*Time Management:* Employees will not be disciplined for the amount of time it takes to use such technology or equipment to document or engage in other tasks.



**If you have questions, contact a Bargaining Team member:**

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**Sandy Thompson, ER, PM Shift**  
**Karen Pelone, L&D**  
**Kathy Parlevliet, CVICU**  
**Joanna Tan, Clinical Lab**

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