

**SEIU District 1199W/UP
Meriter Chapter
Tentative Agreement
2005-2009 Contract
Summary**

Non-Economics

Recognition Clause

Added process for Union to receive timely information regarding non-Union RN positions that should be in our Union.

Article IV, Section 10 Political Action Deductions

Union members can now choose to voluntarily deduct \$3, \$5 or \$10 from their paychecks for our Union's political action activities.

Article V, Section 1 Disciplinary Action

Disciplinary actions will now be automatically removed from employees' personnel records after a set period of time (this is retroactive for all current employees who have disciplinary actions currently in their records), except those disciplinary actions involving patient abuse, willful violation of patient confidentiality or criminal conduct. The set periods of time are:

- 1. Counseling – removed after 12 months;**
- 2. Verbal Warning – removed after 12 months;**
- 3. Written Warning – removed after 2 years;**
- 4. Suspension – removed after 5 years.**

Article X Section 6. Tools, Equipment and Other Materials

Unit Care Practice Model Committees will now be required to semi-annually (2 times per year) review and discuss at staff meetings the unit's needs for equipment, tools, supplies, etc., including repairs and loans.

Article XI Section 1. Performance Evaluations

Coachings (non-disciplinary discussions) will be removed from the personnel record and manager desk file after the next performance evaluation is completed.

Article XII Floating

A nurse will be designated on the receiving unit to serve as a mentor and advocate for nurses floating to the unit. This nurse will assist in determining the assignment of the floated nurse and maintain regular communication during the shift.

Article XIII Section 1, Orientation

Unit Councils must develop a unit-specific orientation plan to be completed by no later than May 31, 2005 and submitted to UPNAC (Union-Management Committee) in September 2005 and annually thereafter. Preceptor/orientee assignment shall be deducted from the total census numbers. The remaining census shall determine staffing needs per unit matrix for that shift. Preceptors cannot be pulled from their precepting assignment except in an emergency. During the first four weeks of the orientation period, the preceptor shall not be floated, take low census day, and/or availability on call, unless there is a possible lay off situation housewide

Article XIV Unit Staff Meetings

Staff Meetings will be scheduled on a regular day and at times conducive to staff attending with agendas posted a week in advance. Unit educational fund allocation plans will be completed annually by March 1 by secret ballot vote of the entire unit (all employees). Units will provide a brief report on the status of meeting attendance at UPNAC annually.

Unit guideline votes shall be by secret ballot of all RNs on the unit. RNs can cast an abstention ballot and not be counted in the total number of eligible voters. Unit guidelines must be consistent with our Union contract and will not supercede contract language.

Article XVII Section 1, Labor Management Meetings

A new Mandatory Overtime Committee shall be established with equal Union and management representation to develop and monitor the process of reducing and discontinuing mandatory overtime. The Committee will develop proactive strategies to address staffing needs known in advance and review the effectiveness of supplemental staffing programs.

Unit Work Design Teams will now have an additional responsibility to improve staffing effectiveness in collaboration with unit management by providing input into unit staffing reviews and plans. Guidelines and tools for the teams to utilize will be developed by a subcommittee of UPNAC.

Article XVIII Section 2 (F) (2) ET Requests for the Weekend

Non-25 year staff working twelve-hour shifts, and taking a block of ET greater than or equal to one-half of their FTE of record, will be allowed one weekend per year, including on-call shifts without being expected to cover the weekend (not tied to a block of ET).

25 year staff, not in a “no weekend” position working every other weekend shall get two weekends per year off where they will not be expected to cover the weekend. For twelve-hour shifts working every third weekend, 25 year staff shall get one weekend per year without being expected to cover the weekend (not tied to a block of ET).

Additional weekends may be allowed based on unit needs.

Article XVIII Section 2 (G) Scheduling

Employees with an FTE of record of 1.0 working permanent nights shall not be scheduled for weekends, except holidays as required in the unit guidelines. For purposes of this section, the weekend may be either Friday/Saturday or Saturday/Sunday based on unit position control.

Regular Variable Part-time employees shall not be scheduled more than every other weekend.

25 year staff eligible for a “no weekend” position shall not be denied their “no weekend” position to accommodate a permanent charge RN’s “no weekend” position.

Variable part-time employees (0.1-0.4 FTE) are not eligible for 25 year “no weekend” positions.

Article XX Overtime Scheduling

Mandatory overtime shall be discontinued effective September 1, 2006 except in emergency circumstances. An emergency circumstance is:

A. Unforeseeable External Disaster;

- B. Unforeseeable Internal Hospital Emergency (Response Plan implemented) affecting patient care;**
- C. Hazardous weather conditions where employer excuses staff for absenteeism or tardiness;**
- D. A significant epidemic as determined by the Medical Director of Infection Control and Employee Health causing an unforeseeable significant census fluctuation and/or employee illness affecting multiple staff or multiple staff across multiple units to be unable to work. Under these circumstances the NAC will confer with a Director of Nursing, the Vice President of Patient Care Services or the Administrator On-Call prior to the assignment of any mandatory overtime. If a nurse feels there is no emergency circumstance, the nurse can request to speak with the aforementioned management staff but must continue to work until the situation is resolved. (If not resolved, the nurse can file a grievance after the fact.)**

Prior to the discontinuance of mandatory overtime on September 1, 2006, staff cannot be mandated more than once in a seventeen-day period. After September 1, 2006 and during an emergency circumstance, staff cannot be mandated more than once in a seven-day period during the emergency circumstance. Assignment will be by inverse seniority with consideration given for prior overtime exposure with the goal of minimizing the impact on any single bargaining unit member.

Article XXI Section 1 Timekeeping & Tracking

In the event the Hospital implements an automated timekeeping system, the system can only be used to replace the current timekeeping functions of the previous time card system.

Improvements in technology cannot be used for purposes of tracking employees' whereabouts, time spent in patient care, time spent on lunches or breaks, etc. for purposes of disciplinary action, unless the Hospital reasonably suspects that an employee has engaged in unlawful activity or the Hospital is using the technology for systemic work process analysis (no individual tracking).

Article XXIII, Section 12 Short-term Census Fluctuation/Hours Reduction

A new, specific hour reduction process has been added to the contract. See the Tentative Agreement attached for this Article and Section.

House-wide layoff language will be implemented when 50% of the unit staff has been impacted at least once within a rolling 28-day period. (Certain small units are exempt from the 28-day period: Pain Clinic, Perinatal Clinic and Newstart.) Once the least senior nurse scheduled to work on the affected shift has been impacted three times, the nurse shall no longer be impacted for the remainder of the contract year and the next least senior nurse scheduled to work on the affected shift will be impacted. Times impacted are determined as follows: 4 or less hours = ½ time; greater than 4 up to 8 hours = 1 time; 10 hours = 1 time; 12 hours = 1 & 1/2 times.

Article XXIV Section 10 (H) Unscheduled ET

Scheduled twelve-hour shift employees must now notify the Hospital, if unable to work, no later than three hours prior to the commencement of a twelve-hour shift starting after 9 a.m.

Article XXVI Section 2 Birthing Center Scheduled Call

New call language in contract regarding Birthing Center Scheduled Call including minimum of two hours call-in pay at time and one-half.

Article XXVII Section 6 Leave for Union Business

New Section on Intermediate Leave (60 days or less) for Union Business purposes.

Article XXVII Section 3 Disability Leave of Absence

An employee must return within 3 months from leave of absence for a set period of time and perform essential job functions or the Hospital can fill the employee's former job. The set period of time depends on shift routinely scheduled: 4 hour shift = 20 days; 8 hour shift = 10 days; 10 hour shift = 8 days; 12 hour shift = 7 days; and combination of 8 & 12 hour shifts = 8 days.

Appendix D PERC Guidelines

PERC nurses will now be required to float to at least one unit in their primary cluster. PERC nurses will float first before any other nurses.

Appendix G Per Diem Program

Per Diem floating will be confined to primary/secondary clusters. PERC will float before Per Diem.

Failure to submit calendars for one quarter will result in termination from the Per Diem I position and reclassification from Per Diem II to Per Diem I.

For Per Diems, the nurse manager can determine that Sunday night with Saturday contiguous can meet the weekend availability requirement.

Appendix I Extra Shifts Procedure

Improved Assignment of Extra Shift Procedure.

Appendix ?? Variable FTE Program Operational Guidelines

The Variable FTE Program Operational Guidelines previously contained as an attachment to Side Letter of Agreement #5 are moved to the Appendix with all areas of the contract embodied in the Appendix related to variable FTE positions.

Appendix ?? PRN Nurse Role Pilot

The PRN Nurse Role previously contained in Side Letter of Agreement #7 is moved to the Appendix with only minor language updating.

Side Letter of Agreement #1 Cluster Floating Taskforce

There will be one Per Diem RN added to the Taskforce.

Side Letter of Agreement #2 Work Environment

Add language insuring staff input into unit design, product selection and remodeling efforts, and training for code guardways.

Side Letter of Agreement #4 Scheduling Solutions

Add a review of Institute of Medicine Report to its responsibilities.

Side Letter of Agreement #6 Resource Manual and Clinical Recognition Program

Add the Clinical Staffing Decision Tree.

Side Letter of Agreement #?? Birthing Center Weekender Positions

Hospital is committed to posting weekender positions on 4/5 North by the end of the third quarter of 2005.

Side Letter of Agreement #?? Temporary Unit Consolidation Operation Guidelines

New Agreement on how to insure both patient and employee satisfaction when units are temporarily consolidated.

Side Letter of Agreement #?? Temporary Deployment of Patients and Nurses

New Agreement on how to insure both patient and employee satisfaction when patients and nurses are temporarily deployed to other units in the hospital.

Side Letter of Agreement #?? Staffing Effectiveness Process

New Agreement on RN Staff Input into unit-based staffing decisions through the Work Design Teams.

Side Letter of Agreement #?? Mandatory Overtime Committee

New Mandatory Overtime Committee with commitment to discontinue mandatory overtime by September 1, 2006, except in certain defined emergency circumstances.

Side Letter of Agreement #?? Automated Time Keeping System

New Agreement for staff RN input into an automated time keeping system with a hold on disciplinary action for system related issues from 3-6 months from date of implementation.

Note: All other provisions of the current Union contract remain in effect for the term of the new contract, unless amended by one of the tentative agreements summarized above.

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Economics

Article IV Section 11 Bargaining Team Pay

New Agreement that all bargaining team members will be paid for 8 hours for every day spent in bargaining.

Article XXIV Section 3 Health Maintenance Organizations

Effective 2/28/05, improve Longevity discounts on employee premiums as follows:

<u>Plan</u>	<u>10-19 years of service</u>	<u>20+ years of service</u>
Custom	Single \$6.50	Single \$12.00
	Family \$17.50	Family \$31.00
Co-Pay 10	Single \$17.50	Single \$31.00
	Family \$46.00	Family \$82.00
\ Extend Plan	Single \$16.00	Single \$29.00
	Family \$44.00	Family \$77.00

Article XXIV Section 10 ET

Adjust maximums to reflect current contract language of two times annual full-time rate.

Article XXIV Section 10 (L) & (M) Holiday Compensation

Employees will have to work a minimum of four (4) consecutive hours during the holiday period to receive time and one-half pay.

Holiday period for Christmas holiday is extended to include the night shift beginning at 2300 hours on December 25th and, for the New Year's holiday, to include the PM shift on January 1.

22 year employees working on a holiday will be paid \$3/hour, unless working by choice.

Employees, including weekenders, who work more than three holidays in a holiday year shall receive a maximum of \$120 prorated by actual hours worked per twelve hour shift. Employees must work a minimum of four (4) consecutive hour to receive the bonus.

Article XXV Section 2 (A) Shift Differential

New Permanent PM Shift Differential of \$2 per hour starting at 1400 hours.

Article XXVI Section 2 (B) On-call Systems

Birthing Center will receive minimum of two (2) hours pay at time and one-half, when called in to work.

Article XXIX Duration of Agreement

Agreement is effective from 2/28/05 through 3/8/09 with a re-opener by 3/5/07 on wages and premium differentials only (Appendix F and Article XXV, Premium Pay) with right to strike if do not reach agreement.

Appendix A & B Weekenders Programs

Weekenders can now use their ET Reserve Account in emergency circumstances.

Appendix F Wage Schedule/Placement

Wage Scales will be adjusted to reflect the following increases:

Effective 2/28/05 - 6.5% increase on the entire scale

Effective 2/28/05 – new year-27 step with 1.5% increase over year-25 step (year-30 step will be 1.5% greater than new year-27 step)

Effective 9/12/05 – 1% increase on the entire scale

Effective for contract year beginning 2006 – 6% increase on the entire scale

Appendix G Per Diem Programs

Increase Per Diem II multiplier to 1.25 instead of current 1.2.

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