

Victory!

Parkview RNs Stand Up For Our Rights and Win!

Parkview RNs have the right as union members to stand up for ourselves without retaliation from management. **We just won a big victory to protect that right.**

Background

Our contract in Article 1217 says that bargaining unit RNs should be awarded OT shifts before registry or traveler RNs are used. Last December, management violated that article.

We exercised our rights under the contract to file a grievance. We won, and the nurses who were canceled improperly were compensated for the overtime shifts they would have worked.

Parkview RNs Stand Up Against Retaliation

At a staff meeting in January, the Critical Care Director acknowledged our contractual overtime right. But she threatened that if any ICU RNs exercised our right to voluntary overtime, she would personally review our charts. She threatened to report any errors directly to the BRN and request revocation of that RN's license, bypassing HR and UNAC/UHCP.

Parkview RNs refused to be intimidated. We filed a second grievance.

On Wednesday, July 11, the night before the grievance was scheduled to go to an arbitration hearing, management settled. They agreed to:

- 1. Sign a notice** (see other side) that spells out our rights under federal law and our contract, and Parkview's commitment not to violate those rights
- 2. Post the notice** in all four of the Critical Care Director's units and HR for 60 days
- 3. Have the HR Director read the notice to staff** in the presence of the Critical Care Director at the next ICU staff meeting

Keep Standing Up

When our contract was violated, we stood up to protect our rights and we won.



This notice shows that our contract works and when we stand up for our rights as union members we will win.

NOTICE TO PARKVIEW REGISTERED NURSES

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with Parkview on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

Your Collective Bargaining Agreement ("CBA") provides bargaining unit Registered Nurses ("RNs") priority for overtime shifts over non-bargaining unit RNs. There is no contractual limit to the number of overtime shifts an RN is allowed to work in a pay period other than overtime must be distributed on an equitable basis (*see* CBA Section 1217).

Your CBA prohibits discrimination by Parkview against any RN for union membership, union activities, or any other activities/views in support of or contrary to the Parkview Registered Nurses Association, UNAC/UHCP ("PRNA") (*see* CBA Section 215, 401-402).

Your CBA requires Parkview to have cause before it disciplines an RN (*see* CBA Section 835).

In recognition of these rights,

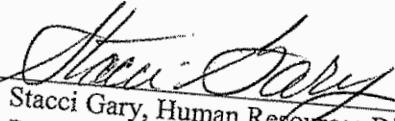
PARKVIEW WILL NOT retaliate against RNs for exercising CBA rights, including the filing of grievances, or for engaging in any other activities/views in support of or contrary to the PRNA.

PARKVIEW WILL NOT threaten RNs or otherwise discriminate against RNs for filing grievances, benefiting from grievances, exercising CBA rights, or engaging in other any other activities/views in support of or contrary to the PRNA.

PARKVIEW WILL NOT discriminatorily review the charting or medical records of patients assigned to RNs who are working on overtime shifts. If charting errors occur they will be reported to Human Resources and an investigation will take place. **PARKVIEW WILL NOT** report charting errors directly to the Board of Registered Nursing until Human Resources has conducted a proper investigation.

Dated: 7/11/2012

By:


Stacci Gary, Human Resources Director

Parkview Community Hospital Medical Center

This notice will remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

