ONA

Oregon Nurses Association
Bargaining Unit Newsletter

June 13, 2014

Rogue Regional Medical Center (RRMC) Newsletter

In this issue

How are Negotiations Going?

After four bargaining sessions we have made progress on some issues and clearly remain far apart on others. We have worked for hours to discuss the issues we believe are important for both groups. Our team has made it clear that staffing, the ability to use earned time off (ETO), scheduling, job bidding, health insurance, and economics are priority issues for our nurses this session.

We have made a proposal which would allow nurses to take their uninterrupted breaks and lunches and would not increase the burden of their colleagues. The Hospital's response is no. We proposed increased compensation for missed breaks and lunches as an incentive for the hospital to provide appropriate coverage, the response is no. We are making some progress on the ETO scheduling proposals which would include priority approval for longer vacation requests. We have also reached agreement that the Oregon Nurse Staffing Law be included in the contract.

We had all hoped to reach agreement on the majority of language proposals by the end of this week. While we knew it was a lofty goal we did get much closer. We will continue negotiations on exclusively “language” issues next week.

Economic Issues

Both teams have now made formal opening proposals on economic issues. Our economic proposals included wage increases of 10% in 2014 and 6% in 2015. The Hospital proposals were 2% in 2014, 1% in 2015 and 1% in 2016. Clearly neither team expects either set of numbers to be the final resolution. Historically neither team has offered economic proposals until much later in the process. This year both teams agreed to have ALL proposals on the table by the end of the third session (June 9). Both teams have agreed to attempt to finish “language” issues prior to “economic” issues. We are getting closer to that point as many of our remaining language items have an economic impact which will need to be negotiated. The Hospital acknowledged and shared their appreciation for the financial concessions made by nurses in the 2011-2014 collective Bargaining Agreement in a pre-bargaining meeting. We expect to see that appreciation reflected in future proposals. Based on our wage proposal, our team chose to limit the other financial increases we proposed. (See following pages for specific proposals)

Only Six Bargaining Sessions Left!

We have only six more negotiation sessions scheduled before our contract expires. Our team had proposed that negotiations start in April, but the Hospital declined that early of a starting date and both teams agreed to start negotiations at the end of May.

This gave us only 10 total negotiation sessions before the contract expires. At the end of the upcoming Monday session, we will be half way through our timeframe. While we plan to work diligently to complete the negotiations before the contract expires, it is possible that we will not have a contract by that date. Your continued support is CRITICAL. Wear your ONA button, attend a negotiation session, and tell your Hospital leaders you support your negotiation team.

Summary

Article	**ONA Counter-Proposals May 27/28** ***June 10*** ***Indicated by italics***	**RRMC Proposals May 27** *** June 10*** ***Indicated by italics***
1.2. D.3	Added definition of Variable Days Nurse *Tentative agreement (T/A) reached on this language.*	*Tentative Agreement T/A for this language.*
1.2. P	Updated definition of Preceptor/Mentor. *Maintained our proposal*	*An RN who agrees and is assigned by management to assist new graduate nurses; or to provide orientation to an RN new hire or to RN transferees to a unit; or to mentor student nurses in a recognized integrative practicum, not reflective practice. Where possible preceptors/mentors will be assigned a reduced patient load.*
3.7	*Change language to Vice President of Nursing or designee.* *T/A on this language.*	*Propose change language to reach Vice President of Nursing or designee. T/A new language*
3.*10*	Added language for notification of newly created positions which require RN license. *T/A reached on this language*	*T/A new language*
4.1	*We disagree with this language and offer no counter proposal.*	New language. All Hospital rules and policies in effect as of May 1, 2014 shall be deemed final and not in violation of this Agreement. In any arbitration the ONA will not challenge the validity of such policies; it may challenge the fairness of the application of the policy in a just cause corrective action arbitration, but will not challenge the policy itself as being unfair or unreasonable. By way of example, the ONA will not challenge the Hospital policy of requiring an RN to have an active and current license, solely according to the date on the license itself to work at the Hospital. *Altered this language to read: In any arbitration the ONA will not challenge the validity of Hospital policies; it may challenge the fairness of the application of the policy in a just cause corrective action arbitration, or challenge them as unlawful or in violation of the contract, but will not challenge policies themselves as being unfair or unreasonable. The ONA will not challenge the Hospital policy of requiring an RN to have an active and current license, solely according to the date on the license itself to work at the Hospital.*

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Summary (continued from page 2)

Article	**ONA Counter-Proposals May 27/28** **** June 10*** ****Indicated by italics***	**RRMC Proposals May 27** ****June 10*** ****Indicated by italics***
6.1	*Agree, only if weekend compensation will now be from 1900-1900 Friday-Sunday*	Add new sentence as follows: The consecutive weekend overtime ends Sunday at 7:00 p.m. *No counter as of June 10.*
6.2	Meal Break. The hospital will provide relief nurses, unencumbered by other patient assignments to provide meal and break relief. • Any RN who is scheduled to work and works six (6) hours or more and misses his/her meal break will be paid double time (2 xs) for the missed meal break. *Maintained our proposal*	*No to additional nurse or additional pay.*
6.3	For each uninterrupted rest break that a nurse does not receive, he/she will be paid double (2x) the regular hourly wage for one-fourth (1/4) of an hour for the missed rest break. The Hospital will not intimidate, bully or harass nurses who report these missed meals/breaks. *Maintained our proposal*	*No to additional pay.* *Nurse Managers will not instruct RNs not to report missed breaks or lunches, and will encourage and support them in all such reports. There will be no public or publicized criticism for individual RNs for missing their breaks or reporting such. The goal is to work collaboratively to try to find a way to solve the problem of missed breaks or lunches, not to necessarily allocate blame for the problem. The RN retains personal responsibility to proactively and appropriately communicate regarding coverage with the charge nurse to take breaks and lunches whenever offered or possible.*
6.11	Proposed 6-week schedule to be posted 4 weeks in advance. *Agree to 4 weeks schedule posted 4 weeks in advance for centralized staffing units.* Scheduling priorities must be decided at the nursing unit level to reflect each unit's needs to achieve a balanced core staff. Such decisions shall be made by the Unit Staffing Committee and approved by the House wide Hospital Staffing Committee. When non-variable RN's desire to permanently trade any days of their fixed schedule, they will be allowed to do so, as long as it does not change the current balance as required by the unit Staffing Committee.	*4-week schedule posted 4 weeks in advance.* *A non-variable shift RN may trade days with another RN on the same unit and shift, on a permanent basis, as long as there is no change in current unit balance and there is no cost increase to the Hospital and seniority is respected.* *There will be at least fourteen (14) days electronic notice and posting by the involved RNs on unit of a proposed trade to allow the senior nurse to exercise seniority rights. T/A on this language.*
6.12. A.	Added OAR 333-510-0045 (staffing law language) and a requirement to notify ONA of any issues of mandatory overtime. *OAR added as Exhibit to contract. ONA notified of mandatory OT via PNCC.* *T/A reached on this language.*	*Work time over an RN's scheduled shift will be required only in accordance with current Oregon law. (See E, Oregon Staffing Law.) T/A this language.*

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Summary (continued from page 3)

Article	**ONA Counter-Proposals May 27/28** **** June 10*** ****Indicated by italics***	**RRMC Proposals May 27** ****June 10*** ****Indicated by italics***
6.12. E.		*The PNCC will focus on all mandatory overtime/ staffing situations. RNs mandated to work overtime will have the option to be involved in such PNCC discussions. The Hospital will provide to the PNCC monthly RN overtime figures, and the same reports received under Article 6.12.C above. T/A this language.*
7.4	Make Cardiac Center standalone unit. *T/A on this Language.* Added language which would empower unit staffing committee to decide float rotation procedures and assure procedures are in writing, available to nurses and ONA.	*Cardiac Center as standalone unit. T/A on language. No written proposal to language empowering unit staffing committee.*
7.5	Nursing Resource Pool. Each resource float pool RN will have a "home unit" other than the resource float pool itself for purposes of MCO rotation, job bidding and layoff under Article 8. The home unit will be within the division in which the position was posted. Example: critical care, med-surg, etc.	*Each nursing resource pool team RN will have a "home unit" other than the nursing resource pool team itself. The home unit for MCO rotation, job bidding, and layoff will be assigned and designated to each resource team RN within the operational division, for example, critical care, med-surgery.*
8.1	The Hospital and ONA will meet to discuss MCO which occurs more than 21 of 30 rolling calendar days to discuss possible long term layoff, short term layoff or other possible solutions to the issue. *T/A for language.* No regular status nurse will be placed on MCO more than the equivalent of one (1) shift per pay period. Instead, the next nurse on the list who has not received MCO for that pay period will be placed on MCO status, until each nurse has received an equivalent number of hours lost for that pay period. Scheduling by Mandatory Call Off (MCO) Work units may allow MCO to be pre-scheduled on a voluntary basis for shifts when census is expected to be low. A nurse may receive credit for one (1) occurrence of voluntary call off per pay period for purposes of MCO rotation. The MCO rotation list will be reset to zero at a least bi-annually. The new list will assign an initial rotation based on the accrued credits for the previous review period so that the nurse with the least amount of MCO credits will be MCO'd first. For nurses with the same number of credits, the rotation will be based on seniority. When a nurse is hired into a unit (after orientation) he/she will receive credit equal to one less than the nurse with the least accrued MCO credits.	*Agree to 21 day and discussion language. T/A for language.* *Voluntary MCO hours will count for purposes of equitable rotation of MCO for up to one (1) full shift's hours per pay period.*
8.4.D		Would only allow nurses to move to Code 3 position with manger approval.

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Summary (continued from page 4)

Article	ONA Counter-Proposals May 27/28 * *June 10* ***Indicated by italics**	RRMC Proposals May 27 ***June 10* ***Indicated by italics**
8.5	*We asked for supporting information how often have nurses bid out after 6 months and where did they go.* Variable day's positions are reported quarterly to LMC. *Amended language. T/A on language.* When a fixed RN position becomes available it will be put up for bid and assigned by seniority. Any RN may bid on all or a portion of the position. If an RN is granted a portion of the position, the remaining portion of both positions shall go through the same process.	Require a nurse to remain in newly awarded position for 12 months rather than current language of 6 months. *The positions posted for bid in a nursing unit may be the remaining vacancies, constituting a postable bid, after prompt internal unit reconfiguration of schedules occur.*
9.3.		*Delete section A, change accrual rate to current rate in B. no ETO minimum or cap. Later agreed to our counter to keep current language. T/A this language.*
9.3. D	Removed ETO accrual cap. *Proposal changed to revert to current contract language. T/A on this language.*	
9.4. B		*Delete current language and add: Each nursing unit will develop a process to allocate ETO utilization among unit RNs on a calendar year basis. Each nurse will be granted ETO up to a maximum of two (2) uninterrupted weeks, consecutive if possible (subject to available ETO), before any nurse will be granted more than two (2) weeks. Annual ETO scheduling on each unit will observe the following priorities: (1) Two (2) weeks uninterrupted ETO; (2) One (1) week uninterrupted ETO; (3) Single day(s) ETO. Circulation of a calendar among unit RNs may be needed to accomplish these scheduling priorities. Subject to the above, additional ETO scheduling guidelines are as follows:*
9.4. D	When requested, each nurse will be granted a minimum of 2 consecutive weeks ETO annually. When granted ETO it shall be the hospital's responsibility to find replacement for the nurse during the nurse's absence.	

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Notice: 2014 ONA Annual Dues Increase

As one of over 13,500 nurses represented by the ONA, you have demonstrated a commitment to nurses and the nursing profession. Nurses throughout Oregon are working to strengthen the Association in the areas of nursing practice, collective bargaining, continuing education and legislation to strengthen the position of the profession.

Effective July 1, 2014 the Oregon Nurses Association's dues rate will increase by:

- $2.50 per month for Professional Union members
- $1.25 per month for Professional Association Members
- $5.08 per month for Fair Share Payers

There were no changes to ONA Constituent Association or Bargaining Unit dues.

Should you have any questions regarding this dues increase, please contact ONA Member Services at 503-293-0011.
Click here for more information

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9.5	ETO Unit Scheduling Guidelines. Regularly scheduled bargaining unit nurses performing direct patient care duties shall be granted scheduled time off, per nursing unit and shift, in the following numbers: a.) Where core staffing is one (1) through four (4) nurses, a minimum of one (1) nurse shall be granted ETO. b.) Where core staffing is five (5) through eleven (11) nurses, a minimum of two (2) nurses shall be granted ETO c.) Where core staffing is twelve (12) through nineteen (19) nurses, a minimum of three (3) nurses shall be granted ETO. d.) Where core staffing is twenty (20) through twenty -nine (29) nurses a minimum of four (4) nurses shall be granted ETO. e.) Where core staffing is thirty (30) nurses or more a minimum of five (5) nurses shall be granted ETO.	
9.7		*ETO Guidelines and Unit Maximum ETO Scheduled Days Dispute Procedure. Whenever these decisions cannot be worked out on the nursing unit level itself, the dispute will be submitted to the Department Director for investigation, mediation, and resolution. If the dispute remains unresolved, it will be submitted to the Vice President of Nursing or a designee. If this procedure is not followed, the grievance procedure will apply.*
9.7. O	Would allow Code2 and Code3 nurses to cover ETO hours which had been denied by hospital as long as it would not create overtime for those nurses.	*RN Request for Code 2 or 3 RNs to "Cover" for Scheduled Time. RNs may request Code 2 RNs to cover for their normal scheduled shifts before the schedule is posted and final. No other change to current language.*
11.3	Added language which would allow Code 3 B to use frozen EST.	*No counter proposal offered (economic issue).*
12.5	Proposed new language which would allow nurses who work 20-24 hours/week to qualify for leave equal to FMLA/OFLA requirements including benefit compensation for those hours.	*No counterproposal at this time.*
13.4	Added current plan 3 to contract. *T/A reached for this language.*	Remove all definition of health plans. *Accepted our proposal. T/A for language.*

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Summary (continued from page 6)

Article	**ONA Counter-Proposals May 27/28** **** June 10*** ****Indicated by italics***	**RRMC Proposals May 27** ****June 10*** ****Indicated by italics***
13.4. A.		Remove all language in first two paragraphs. *Agreed to include previous language per our proposal, except they proposed 12% cap to premium increase per calendar year.* Amend language that would allow benefit eligibility and cost sharing changes would be effective first of month rather than first day of pay-period.
13.4. B		Add: A nurse may also become eligible for health benefits due to the application of the rules under the Affordable Care Act. Such Code 3 RNs who accepts offered coverage will not be eligible for the fifteen percent (15%) wage premium during all coverage periods.
13.4. C	Proposed no premium increases for the life of the contract. *Proposed 5% premium increase cap each year of contract.*	
13.4. C.5	Propose adding Executive order to current language.	Delete this paragraph. *Propose new language similar to ours.*
13.4.6	Proposed substantially equivalent language. *Withdrew this proposal.*	
13.4.7	Proposed ability to strike if unable to reach resolution regarding health benefit changes. *Withdrew this proposal.*	
14.3		*Amend language to clarify fiscal year.*
14.3. B	Increased education fund from $400.00 to $800.00 per year with 4 year carry over.	Increase fund to $600 per year. No annual carryover.
14.3. F	Increased education fund from $400.00 to $800.00 for Code 3 nurses who have worked a minimum of 1040 hours in prior fiscal year.	Increase fund to $600 per year, no annual carryover.
14.3. H		*Amends language to remove reference to May 1, 2008. T/A on language.*
15.2		Delete Task Force. *Keep current task force language.*
15.3	*Propose keep pay for alternates who attend*	Only allow pay for Hospital staffing committee alternate if regular member is not present.

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Summary (continued from page 7)

Article	ONA Counter-Proposals May 27/28 * *June 10* **Indicated by italics*	RRMC Proposals May 27 **June 10* **Indicated by italics*
15.5	Added language for new Unit Staffing Committee: It is the responsibility of each nursing unit to turn in a balanced schedule, and to develop and implement decisions, protocols, communications, guidelines, and rules to accomplish this responsibility. Each unit shall form a Scheduling Committee to accomplish this goal. The duties shall include oversight of schedule changes, determination of bedside hours, review of average acuity and case mix index for the unit. In addition, the committees shall report their findings and recommendations annually to the House-wide Staffing Committee. Each nursing unit with 2 or more scheduled nurses will have a committee of staff nurses review their unit level staffing to include: a) Accurate description of (how) individual and aggregate patient needs and requirements for nurse care are used to staff the unit. b) A system for recognizing differences in acuity and intensity of patients, except in those units where National Standards exist and are being utilized. c) A description of the specialized qualifications and competencies of the nursing staff on the unit and how this is related to the staffing plan. d) A description of how the skill mix and competency qualifications ensure that nursing care needs of all the patients on the unit are met. e) Consistency with nationally recognized evidence-based standards in the specialty. The requirement here is to determine if the unit-level plan is below, at, or above the national standards from specialty nursing organizations. Wherever the unit level staffing plan falls below national standards, an explanation needs to be given for that level. f) A description of minimum number of nursing staff personnel (including licensed practical nurses and certified nursing assistants) required on specified shift with no fewer than one RN and one other nursing care staff person on duty in a unit when a patient is present. g) Identification of criteria that a direct care registered nurse would use to indicate the inability to meet patient care needs or where a risk of harm would exist if patients were admitted to the unit.(This links to the hospital-wide policy for limitation of admission or diversion of the patients)	*Verbal proposal that there be unit based committees to develop guidelines and protocols related to equitable rotation of MCO and Float hours, staffing and scheduling issues as well as ETO issues and requests will be made in collaboration with manager. Committee would be paid time. Issues which are unable to be resolved would be referred to VP of nursing or designee. If unresolved at that level would go to Hospital Staffing Committee. Committee will follow Hospital wide staffing guidelines for decision making.*

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Summary (continued from page 8)

Article	**ONA Counter-Proposals May 27/28** **** June 10*** ****Indicated by italics***	**RRMC Proposals May 27** ****June 10*** ****Indicated by italics***
15.5	h) Description of a process for reporting (verbal, written) when safe patient care does not occur. This will include notification of Clinical Manager/House Supervisor and response to these concerns. i) Description of an annual quality evaluation process to determine whether the staffing plan is accurately reflecting patient needs over time. This committee will meet 2 hours monthly will be paid time and will report to the House wide Staffing Committee.	
16.5	Amended language in coaching guidelines: Clinical manager should investigate the facts prior to coaching unless the situation requires immediate action. *T/A reached on this language.*	
20	We proposed a 2-year contract.	3-year contract.
Exhibit A		Opening economic offer.
A.3	Increase charge, hospice case mgr, operating room (OR) team leader pay to $3.35 per hour in 2015. Increase preceptor/mentor pay to $2.00 per hour effective 2014.	
A.4	Increase certification differential to $2.00 per hour effective 2014.	Certification bonus $0.75/hour
A.5	Added language to clarify additional night shift premium increases and rates. Added language to secure additional differential for night shift staff who work hours other than night shift for the good of the unit or required education. Added language which would allow a nurse who occasionally works a shift other than nights to not lose the entire differential for years of service on night shift.	*Add "Majority of hours" to current language.* *Add language as follows: A nurse who changes regular work shifts so as to lose the consecutive years night shift differential, but who returns to night shift for a majority of workweek hours within twelve (12) months, will again be eligible for the same level of consecutive years night shift differential and retain prior accrual credits toward the next consecutive years differential level, if applicable.*
A.7 3	Callbacks to Work. After being placed on standby, the RN will only be required to report to work if called during standby hours. When an RN is called back to work during the standby hours, (absent overtime being required by some other provision of this Agreement), he/she will be paid at time and one-half (1 1/2x) for the hours of work. (With a 2 hour minimum)	
A.11	Removed this article which allowed the hospital to withhold wage advancement based on merit.	*Verbal agreement*
A.12		Eliminate clinical ladder language. *Revert to current A.12 language.*

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Summary (continued from page 9)

Article	**ONA Counter-Proposals May 27/28** **** June 10*** ****Indicated by italics***	**RRMC Proposals May 27** ****June 10*** ****Indicated by italics***
A.13		Nurses can voluntarily waive CNI/ASI (would get preference for those shifts)
A.14	Proposed new language as follows: Short-Staff Shifts Designation of Short-Staff shifts. A shift shall be designated a short-staff shift and will be compensated with CNI differential for all RNs working on a unit under any of the following circumstances: a. (Where baseline staffing is ten or less), when staffing on the unit is one nurse below the appropriate staffing level, adjusted for census and acuity, as determined by the daily matrix or charge nurse. b. (Where baseline staffing is more than ten), when staffing on the unit is two nurses below the appropriate staffing level, adjusted for census and acuity, as determined by the daily matrix or charge nurse	*No counter*
A. 15	Attendance Bonus. Full time nurses who have worked twelve (12) months with no unscheduled absences will receive a bonus of 12 hours of ETO. Part time nurses who have worked twelve (12) months with no unscheduled absences will receive 8 hours. Full time nurses who have worked twelve (12) months with 1-2 unscheduled absences will receive a bonus of 6 hours of ETO. Part time nurses who have worked twelve (12) months with 1-2 unscheduled absences will receive 4 hours of ETO	*No counter*
Exhibit C	Hospice agreement Increase to cell phone contract reimbursement. Increase to Assessment pager time pay.	No counter proposal.
Exhibit D	10% across the board wage increase for all steps in 2014. 6% across the board wage increase for all steps in 2015.	2% across the board increase 2014. 1% across the board increase 2015. 1% across the board increase 2016.