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## DNV Success Noted

Vice President for Nursing, Jo Lynn Wallace, provided a synopsis of the Det Norske Veritas (DNV) review which occurred last week. Jo Lynn shared that the review went very well and that the surveyors repeatedly commented how impressed they were

with the knowledge and courtesy of all staff they encountered. In recognition and as a thank you for the delay in negotiations, the hospital also provided pizza for lunch to the nurses present at Monday's negotiation session.

## Administration Postures While ONA Team Remains Focused

During our afternoon negotiation session, Monday, June 30, Mr. Edwards stated that he could not and would not make any additional financial proposals as long as our proposal for a nurse who is unencumbered by any assignment will provide break and lunch relief remained on the table.

Citing concerns that the cost would be \$4.5 million and that the hospital would be unable to meet the requirement to hire that many nurses, especially with the current unfilled 33 plus positions, Edwards asserted that he could and would not place the organization in such financial jeopardy.

Since in the hospital's view our proposal was clearly an economic one, we conveyed to the administration that in good faith we wanted to see the

hospital's complete economic package before proceeding with any further compromise. The administrative team then took a caucus. Soon after, they left the room and only the hospital's attorney, John Zennor, returned to the table. Mr. Zennor informed the ONA team that the remainder of the hospital team would not return to the table unless we assured them that we would amend our break and lunch proposal in a way that did not require 100 percent coverage, 100 percent of the time. Mr. Zennor then left the room to await our answer.

This grandstanding and refusal to bargain contingent upon withdrawal of a specific proposal does not meet the legal standard of bargaining in good faith. The hospital doesn't have to like or accept our proposals, but they do have

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## Administration Postures While ONA Team Remains Focused *(continued from page 1)*

to continue to meet and discuss them. During our caucus, our team decided that it would be more productive to see the hospital's complete economic package by amending the language of our proposal rather than escalating and responding to their unprofessional antics. We conveyed to them that we were willing to work on alternative language that will still significantly address the effects of missed breaks and lunches on not only patient care but also on our ability to recruit and retain quality nurses.

Upon notice to the hospital negotiation team of our agreement to amend the language, the hospital returned to the table with a comprehensive "package" proposal on many of the outstanding issues **excluding** wages, insurance premium cap and their proposal for the ability of nurses to waive Advanced Shift Incentive, Critical Need Incentive (ASI/CNI).

## What is a Package Proposal?

As we draw closer to a resolution for our contract, both teams will offer "package proposals". This means that all components of the "package" must be accepted, countered or rejected. Content of the "package" can be modified which could include increasing/decreasing/

removing some part of the offer without it being considered "bad faith" bargaining. This allows for more open discussion about priorities of both parties in these final hours of negotiations.

## Proposal Summaries

Article	ONA Proposal	Hospital Proposal
6.2	<p><i>Meal Break. The hospital will provide relief nurses, unencumbered by other patient assignments to provide meal and break relief.</i></p> <p><i>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.</i></p>	<p><i>No, would be very expensive (4.5 million). Hospital is currently recruiting for staff. Offered for discussion a commitment to LMC oversight of a Kiasan event to develop possible solutions.</i></p> <p><i>Agree to double time for missed lunches as part of package proposal which will not include unencumbered nurse to provide break/lunch coverage 100 % of the time.</i></p>
6.3	<p><i>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.</i></p>	<p><i>Agree to double time for missed breaks as part of package proposal which will not include unencumbered nurse to provide break/lunch coverage 100% of the time. No clarification offered regarding if pay would be for one-fourth (1/4) of and hour.</i></p> <p><i>Nurses who document missed breaks currently receive compensation of regular pay rate for an eighth (1/8<sup>th</sup>) of an hour.</i></p>

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**Proposal Summaries** *(continued from page 2)*

Article	ONA Proposal	Hospital Proposal
11.3	Allow Code 3 B to use frozen EST	<i>Willing to agree</i>
12.5	Proposal to allow Code 2 or Code 3 nurses who work between 20-25 hours per week to have opportunity for leave with similar insurance premium payment coverage and job protection as protected by OFLA/FMLA leave.	<i>No, Law only requires this benefit for people who work an average of 25 or more hours of work per week.  Proposed willingness to amend attendance policy.</i>
13.4.C	Premium increase cap of 6% each year of the contract.	<i>Premium increase cap of 12% each year of the contract.</i>
14.3.B	<i>T/A this language 6/30/14</i>	Increase from \$400 to \$600/year with two year rollover for a total of \$1200 every two years.
14.3.F	<i>T/A this language 6/30/14</i>	Increase education reimbursement fund for Code 3 who work a minimum of 1040 hours in previous fiscal year from \$400 to \$600/year with two year rollover for a total of \$1200 every two years.
15.3	Pay alternates who attend House wide staffing committee.	<i>Will be providing amended language proposal July 8</i>
20	2 year contract	3 year contract
<b>Exhibits</b>		
A.3	Charge/OR Team Lead/Hospice Case Manger differential increase from \$3.25 to \$3.35 in 2015	<i>As part of a package with break/lunch coverage proposal  Agree to \$3.35 in 2015</i>
A.3	Preceptor pay from \$1.40/per hour to \$1.75 per hour.	<i>No, amended preceptor definition will increase cost of preceptor pay.</i>
A.4	Certification Differential from \$0.50 per hour to \$2.00 per hour.	<i>As part of a package with break/lunch coverage proposal  \$0.75 in 2014 and 2015, \$1.00 in 2016.</i>
A.7	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)  <i>We will provide more clarification a the next session regarding this proposal.</i>	

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**Proposal Summaries** *(continued from page 3)*

Article	ONA Proposal	Hospital Proposal
A.13	<i>No, this would lead to preferential treatment.</i>	Nurses are allowed to waive ASI/CNI. Nurses who agree to waive ASI/CNI would get preference for available shifts.
A.14	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	<i>No, cost prohibitive and would be difficult to enforce.</i>
A.15	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	<i>Clarified that they have been working on a plan to recognize excellent attendance for all staff. Such program will be shared with ONA for review prior to implementation.</i>
C.1	Cell phone contract pay increase from \$40.00/mo. to \$70.00/mo. for full and part-time nurses, and from \$30.00/mo. to \$50.00/mo. For on-call nurses.	<i>Not willing to increase amount paid for cell phone plan. If desire is to increase reimbursement, Hospital will provide phones rather than any reimbursement.</i>
C.5	Assessment pager time at \$10.90/hr.	<i>Willing to agree</i>
D	9.5% in 2014, 6% in 2015	No change from opening proposal of 2% in 2014, 1% in 2015 and 1% in 2016, <i>Refused to offer counterproposal as they viewed our .5% decrease as more of a statement that their opening offer was bad rather than an actual offer.</i>