



Oregon Nurses Association
Bargaining Unit Newsletter

May 22, 2015

St. Charles Medical Center - Bend Bargaining Update 8

In this issue

Negotiation Overview - Pages 1-4

Track Meals and Breaks May 24 through June 6 - Page 4

Nurse Leadership Institute - Page 4

STCB Bargaining Update 8 May 20, 2015

ONA Officers:

Chair

John Nangle, RN, ED

Vice Chair

Lynda Coats-Sellers, RN,
O/N

Treasurer

Joe Sack, RN, IMCU

Secretary

Andrea Rombach, RN, ED

Organizing Co-Chairs

Eric Morton, RN,
IV Therapy

Angie Streeter, RN, MSVS

Members-at-Large

Judy Gage-Scott, RN,
PACU

Charlie Berman, RN, IMCU

Alternate

Alison Field, RN, FBC

Negotiating Team

John Nangle, RN

Joe Sack, RN

Judy Gage-Scott, RN

Angie Streeter, RN

Alison Field, RN

Andrea Rombach, RN

Lynda Coats-Sellers, RN

Courtney Niebel

ONA Labor Relations Representatives

Alison Hamway

541-312-9822

hamway@oregonrn.org

Courtney Niebel

503-560-4668

niebel@OregonRN.org

Oregon Nurses Association

18765 SW Boones Ferry Road

Suite 200, Tualatin OR 97062

1-800-634-3552 within Oregon

www.OregonRN.org



This week's bargaining session resulted in two tentative agreements and several proposals were exchanged. ONA presented our first proposal on Article 12, regarding health benefits and the teams had an extensive discussion about Letter of Agreement (LOA)10, intensive care unit (ICU) and intensive medical care unit (IMCU) floating.

Our ONA bargaining team opened the day with counter proposals in response to SCHS' package proposals as follows:

Article 5

- We agreed to SCHS' proposal from last week to change the language from "suspension" to "administrative leave" and include a sentence that the Hospital will make every effort to conclude an investigation into an allegation of serious misconduct within 14 calendar days (Article 5.1.6).
- Our ONA team did not agree to withdraw proposed new language that nurses would not be disciplined based solely on time entry or nurse locator systems, including attestation forms. SCHS proposed our withdrawal of this language as part of an Article 5 package last week (Article 5.1.7).
- We agreed, as SCHS proposed last week, to maintaining current

language regarding introductory nurses (Article 5.2.1 & 5.2.2).

Article 7

- The teams are in agreement regarding the language change for the start of the work week to begin at 0300 instead of 0700 (Article 7.1).
- We agreed to allow an unlimited amount of variable positions house wide but limit postings of variable positions to just two per unit maximum. We also agreed to allow at least 48 hours off when a change between evening and day shifts is made and 72 hours off when a change between days and nights is made (Article 7.2.1).
- Our ONA team asked that our meals and breaks language be separated from the package and be considered independently (Article 7.7).
- Both parties are in agreement to include language allowing units to self-schedule if they so desire LOA 3; New 7.8.1).
- We proposed maintaining current contract language and not increasing relief requirements (Article 7.11.1.1).
- We are in agreement to move language from an LOA into the body of the contract, allowing for a position review to determine if utilization of

Continued on page 2

Negotiation Overview *Continued from page 1*

relief RNs warrants posting of a regular position (LOA 2; New 7.11.1.6).

- ONA is willing to withdraw our proposed additional line regarding maximum hours a nurse can work in a 24 hour period be determined by staffing legislation (Article 7.14).
- Our ONA team agreed to SCHS' proposal that cross trained nurses may be required to float out of turn for up to 12 months (Article 7.16).

Article 9

- Our ONA team proposed modified language that would simply add a line stating that *"it is the obligation of the Hospital to provide employees with the opportunity to take their annual accrual of ETO"* (Article 9.6).
- ONA maintains that the Bend Staffing Committee plays a role in determining minimum staffing levels for the units (Article 9.10).

Article 11

- We agreed to all elements of SCHS' package proposal from last week but were unwilling to withdraw our proposal regarding the staffing office completely. Our ONA team proposed language that the Hospital, Association and staffing office collaborate to ensure that the contract is implemented as intended (New Article 11.11.5).

Article 12

- We agreed to add a line that the Caregiver Directed Health Plan (CDHP) deductible and out-of-pocket maximum will be reviewed on an annual basis and be adjusted to comply with IRS regulations applicable to the plan (Article 12.1).
- ONA proposed going back to the Hospital portion of the premiums from 2013 for both the CDHP and Preferred Provider Organization (PPO) Plans:
 - Full-time is 95 percent paid for employee and 85 percent paid for dependents;
 - 60 hours per pay period to full-time is 95 percent paid for employee and 70 percent paid for dependents;

- 48 hours per pay period to 59 hours per pay period is 70 percent paid for employee and 50 percent paid for dependents;

- 40 hours per pay period to 47 hours per pay period is 60 percent paid for employee and 50 percent paid for dependents;

- Our ONA team proposed that any plan amendments be *equal to or better than* the negotiated benefits and that any substitutions, including alterations in administrators or providers, be provided to the Association 60 days prior to implementation so that we may demand to bargain the impact of any substitutions or amendments to the benefit plans (Article 12.1.2).
- ONA maintained that domestic partners continue to be able to participate in the insurance benefits and wellness incentive (Article 12.1.3).
- We agreed to the Hospital's proposed extension of short term disability (STD) to 26 weeks but:
 - maintained the current rates of earnings reimbursement for the first 13 weeks;
 - three (3) months through three (3) years is 66 2/3 percent reimbursement;
 - four (4) years to nine (9) years is 75 percent reimbursement;
 - ten (10) plus years is 100 percent reimbursement.
 - During weeks 14 through 26, we agreed to a 60 percent reimbursement of earnings as long term disability (LTD) currently pays.

We maintained that nurses who are ineligible for STD will only be subject to a 90 consecutive day elimination period for LTD, as is the current practice (New Article 12.2, 12.3).

- ONA proposed continuation of the Hospital Service Discount (Article 12.3).
- ONA continued to propose that Lifelight membership be an added benefit in addition to the current AirLink membership that is provided (Article 12.5).

Continued on page 3

Negotiation Overview *Continued from page 2*

- Our ONA team continues to maintain our proposal for new language that describes a process for nurses to follow if they feel that a job or equipment is unsafe or might duly endanger her/his health and that the Hospital would provide an opportunity for other suitable work (New Article 12.7).
- ONA proposed that the table describing co-pays be printed in the agreement as a new Appendix B.

Article 14

- Our ONA team was not willing to withdraw language that provides a process for a nurse to refuse to accept an assignment they feel that they cannot safely perform as the Nurse Practice Act requires (NPA). This proposal also included language that ensured nurses invoking this responsibility would not be retaliated against. SCHS assured the ONA team that nurses invoking their rights under the NPA would not be retaliated against (Article 14.3.1).
- ONA maintained our proposal that reasonable recommendations of the Professional Nursing Care Committee (PNCC) shall be implemented but allowed the Bend Nursing Director Group to determine the reasonableness of recommendations made by the PNCC (Article 14.4).

SCHS presented counter proposals in the afternoon as follows:

Article 5

- In addition to the other elements of the package (see above), the Hospital proposed new language regarding the Timekeeping Attestation Process which states *“the intent of the attestation system is to gather data that can be used to improve processes within the Hospital. Nurses are expected to accurately report all time worked. If questions arise regarding accurate reporting, Article 5.1 ‘just cause’ standards will be applied to address those concerns.”* (Article 5.1.7).

Article 7

- SCHS agreed to ONA’s proposed language regarding variable shift positions (see above)

- The Hospital maintained their proposal to increase relief nurse requirements by one shift (Article 7.11.1.1).
- The Hospital wants to keep Article 7 as a package and is unwilling to pull rest and meal period language out of the package. It is ONA’s turn to respond on this issue (Article 7.7).

Article 11

- SCHS is not willing to include new language that the Hospital, Association and staffing office will collaborate to ensure the contract is implemented as intended.

Article 14

- SCHS proposed that timing be considered in the determination of reasonableness of recommendations made by the PNCC and that, upon approval from the Bend Nursing Director Group, reasonable recommendations will be implemented (Article 14.4).
- The Hospital is still seeking ONA’s withdrawal of new language proposed in Article 14.3.1. (see above).

Letters of Agreement (LOAs)

- The Hospital proposed maintaining LOA 10 intensive care unit (ICU) and intensive medical care unit (IMCU) floating as it is currently written. ONA is reaching out to ICU and IMCU nurses to discuss a compromise (LOA 10).
- Rather than include that operating room (OR) nurses will be placed on standby every four to six weeks with 32 hours of standby, they proposed that “RNs will rotate through the call rotation equally based on scheduled call hours and department needs.” (LOA 22).

Despite several areas of agreement within the package proposals as described above, we were only able to reach two tentative agreements during the session.

- We are in agreement on including a line in regarding the intent that grievances be heard by a

Continued on page 4

Negotiation Overview *Continued from page 3*

different Hospital representative at each step of the process and altering the Step 2 language to appropriately reference the “Chief Nursing Officer” instead of the “Nurse Executive” (Article 6.1).

- The parties agreed to include language allowing the use of leave without pay rather than earned time off (ETO) to attend an educational conference once a year. The nurse will still need to follow the ETO process to request the time off (Article 13.3).

If you have any questions, comments, or considerations for your ONA bargaining team don't hesitate to contact any of the staff nurse representatives or your ONA Labor Representative Courtney Niebel at Niebel@OregonRN.org.

Remember to Track Your Meals and Breaks Starting this Sunday, May 24!

Please remember to keep track of whether you are getting your meals and breaks for the pay period beginning this Sunday. Also take note of how you are answering the questions on the attestation form because we are interested in determining whether nurses are being completely honest on the forms or not. ONA is working on an electronic way for you to document this data and provide it to us online – keep an eye on your email and the ONA Bend webpage for details:

www.bend.onaweb.org.

ONA's Nurse Leadership Institute is Coming Soon!



Build Your Leadership Skills in a Cohort of ONA Members

ONA is excited to announce our inaugural Nurse Leadership Institute (NLI).

The NLI provide will members an *opportunity to learn* new leadership skills and strengthen skills they already possess to help them take an active role in advancing

the field of nursing and leading ONA into the future.

The application period to become one of the 25 members to take part in the inaugural ONA Nurse Leadership Institute is available at www.OregonRN.org. Deadline for applications is Wednesday, June 3, 2015.

In seven seminar segments, taking place over a seven-month period, you will learn to:

- *Expand your self-confidence about your leadership ability*
- *Manage politics ethically through collaboration*
- *Enhance critical and reflective thinking*
- *Develop the ability to take thoughtful and meaningful risks*
- *Integrate the Code of Ethics for Nurses into your leadership practices*
- *Address real-time issues with colleagues*
- *Become a leader in ONA and an advocate for the nursing profession in your workplace, your community and throughout the state*

Deadline for applications is Wednesday, June 3, 2015.

Visit www.oregonrn.org for more information and an application.