



Oregon Nurses Association
Bargaining Unit Newsletter

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St. Charles Medical Center - Bend (STCB) Bargaining Update 14

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Heading to Mediation

Nurse Staffing and Valuing Nurses

Being a nurse at St. Charles is a great opportunity. A unifying characteristic about nurses is that we all **value** other people, and find reward in helping them when they need it. We are grateful to St. Charles for providing career employment opportunities for nurses to help all those that walk through our doors.

But something is missing these days at St. Charles. **VALUING NURSES!**

Evidenced by the daily multiple phone calls and texts from the staffing office, St. Charles may well be in a nurse staffing crisis. Nurses are increasingly fatigued by routinely working short staffed, not getting adequate rest and meal breaks, pulling extra shifts to help out, a negative work environment and a sense of being **undervalued**.

Unfortunately, the greatest cost in this situation is not **under valued nurses** but rather the direct daily negative impact this has on our patients. Are we really "Creating America's Healthiest Community, Together"? Slogans won't get us there, but **valuing nurses** will.

The ONA negotiating team has spent considerable time and energy preparing and presenting important staffing related issues to St. Charles and offering real solutions. These solutions have largely

been rejected. Nurse staffing and safe quality patient care are directly proportional. The better the nurse staffing, the better the care. Google it! Google "nurse fatigue" and "negative work environment and patient outcomes." Results from these searches show that patient outcomes are negatively impacted when nurses are **undervalued**.

Does this mean ONA nurses don't appreciate St. Charles as an employer? On the contrary, we care so deeply about St. Charles Health System and its success that we continuously advocate for appropriate staffing, which would allow us to provide the best quality patient care. If St. Charles is going to succeed in providing the best quality care, **nurses must be valued**. The two go hand in hand, and ONA is not going to let administration off the hook by letting them undervalue nurses or patients.

ONA believes that **nurse staffing** is the first priority in **valuing nurses and patients**. But there is more that St. Charles administrators must do to **value the ONA nursing staff**. They need to provide state mandated meal and rest periods. St. Charles needs to

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value the physical and mental health of nurses by assuring competitively priced health care, enough earned time off (ETO) for vacation and sick time, affordable short-term disability, a real wage increase, and a work environment not further deteriorated by an expanded Managements Rights clause.

Nurses are a balance sheet asset to be valued, not a liability to be undervalued. Patients deserve to be valued with safe, quality care, which starts with improved nurse staffing.

Support Patient Safety through Improved Nurse Staffing at St. Charles!

As We Begin Mediation

After 17 bargaining sessions, we have been unable to reach agreement with St. Charles and have agreed to enter into mediation. Mediation is a voluntary process which brings a neutral third-party into negotiations as a facilitator.

Here's what you can expect

A mediator is assigned by The Federal Mediation and Conciliation Service (FMCS), an independent agency of the federal government whose mission is to preserve and promote labor-management peace and cooperation in accordance with the National Labor Relations Act (NLRA). The mediator will assist us in reaching agreement by facilitating discussions to improve the bargaining process. Mediation may or may not lead to an agreement between the parties and the mediator has no authority to impose an agreement upon either party.

How you can help

Sign the petition of support for our bargaining team. Unit representatives and ONA leaders on each unit will be circulating the petition too!

Wear a sticker to demonstrate support while at work. Please apply these stickers to a old button or just wear on your scrub top!

Display a car sign so the community knows how you feel about the current state of negotiations at St. Charles. Please display a car sign in all family vehicles and distribute to supportive folks in the community (family, friends, church and businesses).

During our final negotiation session, we reached tentative agreements on several outstanding items:

- We agreed to minor changes including a reference to “relevant” past experience as a “registered nurse” in the language related to *Credit for Prior Experience* (Article 8.3)
- We agreed to alter the language defining the observance of holidays and delete “evening shift” to replace with 1500-2300 hours (Article 8.8.1)
- We agreed to no changes in how advanced education/certification pay is provided (Article 8.15)
- We altered the way that seniority will be calculated for nurses moving to and from relief status or working in a seasonal position. A year of seniority will now be based on 1,800 hours of work rather than 2,080 to be based on a 36 hour workweek rather than a 40 hour workweek (Article 11.1)
- We agreed to alter the order of low census call off so that shared nursing pool nurses would be called off second, just after agency nurses and before volunteers. *LOA 7 Shared Nursing Pool* will be updated to reflect this change as well (Article 11.11.1)
- We added language describing a nurse’s status during a mid-shift cancellation which requires that a nurse be placed on either “full call off” with no further obligation to the hospital or “standby” for all or a portion of the remainder of their shift. Only two nurses per unit may be required to be on standby

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for the remainder of their regularly scheduled shift (Article 11.11.1)

- Additional language under *Nurse's Status Prior to the Start of the Shift* includes allowing a unit to mandate standby for up to two nurses whose regularly scheduled shifts have been canceled (Article 11.11.1)
- The new language also requires that the length of time the nurse is placed on standby shall be determined at the time that they are called off and can only be altered to place the nurse in "full call off" status whether they have been called off prior to the start of the shift or mid shift (Article 11.11.1)
- We agreed to move LOA 14 *Voluntary Low Census Call Off* into the body of the Agreement (New Article 11.11.2)
- We agreed that low census call off statistics would no longer be a standing agenda item at monthly Labor Management Committee (LMC) meetings but would still be provided to the Association on request (Article 11.11.3)

Issues for Mediation

Article/Issue	SCHS Position	ONA Position
Appendix A Wages	2% upon ratification 2.25% July 1, 2016 2.5% July 1, 2017 New 30 year step at 2% above step 25 would be effective upon ratification	5% July 1, 2015 5% July 1, 2016 5% July 1, 2017 Adjust percentage of increase between each longevity step to be more even and equitable with greater increase during longer waits
8.5.2 Premium Pay	Maintain Current Language	Remove requirement that a nurse work over 72 hours in the pay period before qualifying for premium pay when working extra shifts. Remove language denying premium pay if nurse requested to work the extra hours.
8.5.3 Critical Needs	Maintain Current Language	Remove management's discretion so that a nurse is paid the extra shift incentive pay whenever requested by the Hospital to fill a critical need shift on short notice. Remove restriction that the extra shift be scheduled for at least four hours. Pay hourly wage plus extra shift incentive for a minimum of half the scheduled shift if nurse reports and is cancelled.
8.8 Holidays	Maintain Current Language	Add Veteran's Day
8.9.1 Shift Differential General Rule	Pay shift differential based on where a nurse's majority of hours fall.	Maintain Current Language
8.9.2 Noc Shift Exceptions	Remove Language	Pay night shift differential for entire shift for all charge RNs scheduled to begin shift 1800-1900
8.9.3 Eve Shift Differential	Flat Rate of \$2.34/hour	Maintain Current Language

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Article/Issue	SCHS Position	ONA Position
8.9.4 Noc Shift Differential	Flat Rate of \$5.18/hour, \$6.69/hour after two years	Maintain Current Language
8.10.2 Callback Pay	Remove 1.75 times the nurse's regular rate of pay for mandatory call units so callback pay is at 1.5 times for all nurses	Maintain Current Language
8.10.4 Travel Time	Remove language and provide one-time payout equivalent to any travel time earned in 2014	Maintain Current Language
New Float Differential	No New Language	New Float Differential at 10% of the nurses wage when a nurse is floated off their home unit and when designated float nurses switch units during shift
8.13 Specialty Coordinator Pay	Flat Rate of \$2.50/hour	Flat Rate of \$3.50/hour
8.14 Preceptor Pay	Increase to \$1.75/hour	Increase to \$1.75/hour
9.3.1 Earned Time Off	Remove top tier accrual, three remaining tiers would change to 0-3 years, 3-9 years and 9+ years with no change to accrual rates. Nurses at 15+ year accrual levels by 6/30/2018 would maintain current accrual level for duration of employment.	Increase accrual rates for each tier by approximately 1.5 hours/week (based on 36 hour workweek)
New Staffing Office Collaboration	No New Language	New language that the "Hospital and the Association shall collaborate with the staffing office to ensure that the Agreement is implemented as intended."
12.1.1 Premiums	No change to premium sharing contributions in 2016; 5% increase for employee premium sharing contribution for all dependent categories in 2017; 5% increase for employee premium sharing contribution for all employee categories in 2018	Maintain 2016 premium sharing contributions for all categories through 2018 (life of the Agreement)
12.1.3 Wellness	Remove reference to domestic partners and discontinue their eligibility to receive benefits	Maintain benefits as currently provided for domestic partners
New Short Term Disability	Extend short term disability to 26 weeks; reduce payments for those with 10+ years of service to 75% paid, 4-9 years of service to 66 2/3% paid, 3 mos-3 years of service to 60% paid for benefits during weeks 1-13, 60% paid for all during weeks 14-26	Allow extension of short term disability but maintain current levels of payment (100%, 75%, 66 2/3% respectively)
12.2 Long Term Disability	Alter language so that nurses are not eligible for long term disability until after 180 day elimination period	Maintain a 90 day waiting period for nurses without short term disability but alter to a 180 day elimination period for nurses with short term disability
12.3 Hospital Service Discount	Remove language; discontinue	Maintain Current Language

Issues for Mediation *Continued from page 3*

Article/Issue	SCHS Position	ONA Position
Appendix B: Copays Etc.	Increase physician copay by \$5, increase specialty copay by \$15 for tier 1 and for tier 2; Increase ER copays by \$75; increase urgent care copay by \$5 for tier 1 and decrease copay by \$25 for tier 2; increase alternative care copay by \$15 for tier 1 and \$5 for tier 2; increase the PT/OT copay by \$10 and decrease visit limitation from 60 to 40; change pharmacy benefit from 90 day supply 3x's copay to a 90 day supply 2.5x's copay	No Changes to copays etc.
New Unsafe Work	No New Language	Add language describing a nurses' right to refuse to perform allegedly unsafe work; describes a process for refusal and opportunity for other suitable work
New Staffing Article	No New Language	New article describing the work of the Bend Staffing Committee; requires compliance with Oregon staffing legislation; encourages nurses to raise staffing concerns without fear of retaliation; requires staffing plans to include specialty staffing standards with calculations used, nursing quality
19 Managements Rights	Expanded managements rights clause which would eliminate compliance to past practice and remove requirement to bargain over any decisions regarding changes in the working conditions of employees (seeking language currently in Pioneer Memorial Agreement)	Maintain Current Language
LOA 4 PACU Standby	Position Unclear; reserved right to make proposal on 4/28 but no proposal made to date	Seeking clarification that time worked beyond the nurses' scheduled standby hours or call back be paid at premium rate
LOA 10 ICU/IMCU Floating	Maintain Current Language	Alter LOA as agreed by ICU and IMCU RNs so that IMCU nurses float per Article 7.16 and ICU nurses will only be required to float to IMCU and will be returned to ICU if needed for patient care
LOA 13 Neonatal Transport	Increase differential to \$50/hour	Increase differential to \$50/hour
LOA 15 Travel Pay for Periop Merger RNs	Remove Language; discontinue (see 8.10.4 above)	Maintain Current Language or allow two affected RNs to opt out of call entirely
LOA 17 Premium Pay for Mandatory Meeting	Remove Language; discontinue	Maintain Current Language
LOA 21 Ortho/Neuro & Surg. Specialty Charge	Remove Language; discontinue	Remove Language as unnecessary (see 8.9.2 above)

We have not yet solidified dates for mediation but hope to begin the next phase of negotiations as soon as possible. Stay tuned for further updates and emails with more details on how you can support our ONA bargaining team!

Want to help distribute stickers and/or collect petitions? Please contact ONA Labor Relations Representative, Courtney Niebel, at Niebel@OregonRN.org.

Nurse Staffing Impacts Patient Safety at St. Charles