



Oregon Nurses Association
Bargaining Unit Newsletter

June 19, 2015

St. Charles Medical Center - Bend (STCB) Bargaining Update 11



In this issue

Tone at the Table - Pages 1-2

Latest Proposal Exchanges - Pages 2-4

STCB Bargaining Update 11 June 15 and 16, 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

Eric Morton, RN

Charlie Berman, RN

Courtney Niebel, B.A.

ONA Labor Relations Representatives

Alison Hamway, M.S.

541-312-9822

hamway@OregonRN.org

Courtney Niebel, B.A.

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

The Tone at the Table

Bargaining took place this past week on both Monday, June 15, and Tuesday, June 16. We will be adding an extra day of bargaining Monday, June 22 next week for a total of three more sessions scheduled. The Hospital had requested these extra days of bargaining stating that they were committed to getting a contract by June 30, the expiration date of our current contract. The ONA team continues to be fully engaged and committed to finishing by June 30. However, we are concerned that the Hospital has a hidden agenda and not fully committed to finishing by June 30.

On Monday, June 15, the Hospital hired attorney and spokeswoman, Paula Lehmann, who stated that her team has created a bucket list of items, upon which they are at impasse. Next, Lehmann stated that she would prefer to focus on the issues we hope to resolve, and essentially, stop discussing the harder issues. In addition, Lehmann's closing remarks at Tuesday's bargaining session were to make it very clear to the ONA team that if a new contract is not agreed upon by June 30, any potential raises will not be paid retroactively.

Bend CEO Bob Gomes opened these contract negotiations March 31 with a commitment to honor the end of the contract by assuring we would have a

new contract July 1. He identified ONA as a valued, strategic business partner. Now the ONA team is being told by the Hospital that they have a "bucket list" of items they are at impasse with and are already strategizing not to offer retroactive pay if an agreement is not reached by June 30. It is hard to tell what the Hospital's level of commitment truly is or what their true intentions are.

The ONA team also wanted to alert you that the Hospital's attorney has a type of gag rule in place with "her" team: she made it clear by stating that she is the spokeswoman. Often the ONA team tried to engage fellow St. Charles Hospital System (SCHS) employees on the Hospital's team in discussion only to be derailed by Lehmann, stating that "her" team needs to caucus before she will allow them to speak. She also stated that she did not want to get into trading proposals and a "tit for tat" approach to reaching an agreement. Throughout the process Paula has complained that the ONA team offers proposals that are part favorable to ONA and part favorable to SCHS, stating that she does not agree with our approach of give and take. The ONA team believes this approach is the foundation of the negotiation process. The Hospital attorney's approach to bargaining has not been favorable to progress and further deteriorates the relationship between the Hospital and ONA.

Continued on page 2

Negotiation Overview Continued from page 1

Throughout negotiations our ONA team has been focused on problem solving. We have introduced proposals that address issues of concern for our nurses. We have consistently focused on gaining language that would provide staff nurses with greater input on Hospital operations that affect patient care and our working conditions. Our approach throughout bargaining has been to present a problem that nurses have identified and seek a solution through contract language. The Hospital has generally rejected this approach and stated several times that they feel we have a mature contract that does not need significant changes.

Latest Proposal Exchanges

In two days of negotiations this week, several proposals were exchanged and a tentative agreement on all language changes in Article 14: Professional Nursing Care Committee (PNCC) was reached.

Monday, June 15 Session

- ONA presented a counterproposal on the Article 7 package presented by SCHS on June 2 (see update #10). We altered a couple sentences related to Meals and Breaks and continued to include language that would require the unit staffing plan to reflect the need for meals and breaks. We proposed additional wording to ensure that unit plans for providing meals and breaks would be developed *and implemented* within six months of ratification. As part of this Article 7 package counterproposal, we agreed to an increase in relief nurse requirements to the equivalent of one full week per scheduling period – five shifts for eight hour nurses and three shifts for twelve hour nurses (Article 7.7, 7.11.1.1)
- Our ONA team also presented an Article 9 package which included maintaining current language related to requesting and granting earned time off (ETO) and ETO granted by minimum staffing which would mean a mutual withdrawal of language previously proposed by both parties. The package offered withdrawal of these language changes in exchange for increased ETO accruals and maintenance of the existing ETO tiers (Article 9.3.1, 9.6, 9.10).
- Additionally, we let SCHS know that we were not

interested in deleting letter of agreement (LOA)15: Travel Pay for Nurses Affected by the Periop Merger. SCHS responded that they were still seeking deletion of this LOA; we will continue to seek a mutually agreeable compromise to this dilemma.

- The SCHS team returned after a break with an updated Article 7 package which included some changes to the meals and breaks language we had presented in the morning. Their proposal continued to include language which was troubling to our ONA team which read “there may be unforeseen circumstances and emergent patient care needs that could, at times, impede the nurse’s ability to take a rest break or meal period.”

Our ONA team feels strongly that this language should not be included. The package did not include language regarding reflection of the need for meals and breaks in the unit staffing plan as SCHS felt that implied a requirement to increase staff which they do not believe is always necessary in order to provide meals and breaks. SCHS maintained their position to increase relief requirements by one shift – five shifts for eight hour nurses and four shifts for twelve hour nurses (Article 7.7, 7.11.1.1).

- SCHS’ response to our Article 9 package related to earned time off (ETO) was “no” – they stated that they were not changing their position on Article 9 which currently is to go back to current language in 9.6 and 9.10 (same as ONA had proposed) but maintain our different proposals related to ETO accrual rates (see update 5 for SCHS ETO proposal).
- SCHS presented a package proposal on Article 14 which included additional language in Article 14.12: Shared Governance. This language would create a shared governance committee “comprised of Hospital leadership, bargaining unit nurses and interdisciplinary team members” which would meet to develop a shared governance structure and, once developed, focus on “nursing engagement, the patient experience and quality outcomes.” This package continued to seek withdrawal of ONA’s proposed new language related to a nurse’s individual right and responsibility to refuse an assignment for which they feel they cannot safely

Continued on page 2

Negotiation Overview *Continued from page 2*

perform and PNCC recommendation referral to the Bend Nursing Director Group (Article new 14.3.1, 14.4).

- SCHS also made it clear that they are unwilling to add new language related to Staffing. ONA has proposed an entirely new article to provide transparency in the work that the Bend Staffing Committee is doing and to provide guidance to nurses who desire a staffing change on their unit (new Article 13, see update 2). SCHS stated that they feel staffing is already addressed in Article 14.9 which describes the PNCC's interaction with the Staffing Committee. Our ONA team does not feel that this language addresses the same issues we are attempting to resolve by introducing a new article on staffing.
 - At the end of the day Monday our ONA team provided a response to the Article 14 package which agreed to SCHS' proposed language under Shared Governance in exchange for our withdrawal of a new Article for Shared Governance. This package maintained ONA's language related to a nurse's individual right and responsibility to refuse an assignment.
 - ONA also responded to SCHS' latest Article 7 package which maintained our position that the need to provide meals and breaks should be reflected in the unit staffing plan, did not include the line from SCHS' proposal regarding unforeseen circumstances, but agreed to increase relief requirements by one shift each (five shifts for eight hour nurses and four shifts for twelve hour nurses).
- meals and breaks. This package continued to include language regarding unforeseen circumstances (see above) though in a different location, maintained the one shift increase for relief nurses and agreed to our language regarding implementation of the units meal and break plan within six months.
- SCHS provided a response to our Article 14 package which included the language ONA sought regarding a nurse's individual responsibility to refuse an assignment that they do not feel they can safely perform with the minor modification of removing the reference to the Nurse Practice Act.
 - The Hospital provided a counter proposal on Article 13.6: Tuition and Related Expense Reimbursement. They did not agree to increase the overall cap of \$100,000 annually for the tuition fund but did agree to remove the quarterly distribution of funds which had resulted in some nurses being unable to access the funds when most needed. SCHS agreed to include language to provide tuition reimbursement for any "nursing degree specifically attained at OHSU" and base the per credit reimbursement on the OHSU online BSN rate of \$452 (Article 13.6).
 - SCHS provided an updated Article 12 package proposal with the following changes from current contract language:
 - ◇ They maintain their proposal to alter the definition of "full-time" to those nurses working 72-80 hours. This change would actually benefit six nurses who would move into a higher coverage category.
 - ◇ For both the Preferred Provider Option (PPO) and the Caregiver Directed Health Plan (CDHP), premium sharing would remain the same for employees and dependents for the first year. In 2017, the premium sharing would remain the same for employee only participants but for dependents the hospital would decrease its' premium portion by five percent for each category. In 2018, the hospital portion of premium sharing for employee only participants would then decrease by five percent in each category.

Tuesday, June 16 Session

- SCHS opened our second day of negotiations this week with a response to our latest Article 7 package. Rather than agree to language requiring unit staffing plans to reflect the need for meals and breaks, SCHS proposed language that would require adequate staffing be reflected in the unit's plan to provide meals and breaks. This was somewhat confusing to our ONA team, as the unit meal and break plan would not be the appropriate mechanism for altering staffing if needed to provide

Negotiation Overview *Continued from page 3*

- ◇ They are maintaining previously proposed changes in deductibles and copays (see update 5).
- ◇ The hospital agreed to include a line stating that “the Association will have 30 days from notice [of plan amendments] to request bargaining over the impact of any material change to the benefit plan design.”
- ◇ They are still seeking elimination of domestic partner eligibility.
- ◇ The hospital is maintaining their initial proposed changes to short term disability (STD) and long term disability (LTD) (see update 5) but they are now offering to provide 75 percent of weekly earnings for the first thirteen weeks of STD for nurses with 10 plus years of service – a 5 percent increase from their opening proposal.
- ◇ SCHS is still seeking elimination of the hospital service discount.
- ◇ They have agreed to withdraw their proposal for a tobacco surcharge.
- ONA provided another counter proposal on the Article 7 package which agreed to remove reference to unit staffing plans but eliminated their proposed line regarding unforeseen circumstances. All other elements of the package were as previously proposed by both parties (see above and update 8).
- Our ONA team provided a package proposal on Article 8: Compensation which included the following elements:
 - ◇ We maintained removal of the maximum cap of step 7 for credit for prior experience.
 - ◇ ONA continues to propose that premium pay be paid for all hours worked outside of the posted work schedule, not just those over 72 hours in a pay period.
 - ◇ We are maintaining our proposal that a missed meal or rest period be compensated by premium pay in addition to the paid rest period time (two one-half times pay for missed rest breaks, one one-half times pay for a missed meal break).
 - ◇ We continue to seek removal of management’s discretion in determining whether extra shift incentive pay will apply. We are also seeking extra shift incentive pay be allowed to extend to shifts scheduled for less than four hours.
- ◇ We are still seeking nurses who report for an extra shift be paid a minimum of half the hours the nurse was scheduled to work.
- ◇ ONA is still proposing Veteran’s Day be added to our list of paid holidays.
- ◇ We are not in agreement to base shift differentials on where a nurse’s majority of hours fall, as the hospital has proposed though we continue to seek night shift differential for all hours worked by charge nurses who begin their shift between 1800-1900 hours.
- ◇ We are not willing to agree to alter our evening and night shift differentials to flat rates rather than the percentage based amounts as they are now.
- ◇ We agreed to withdraw our proposed increase of Standby Compensation.
- ◇ ONA did not agree to SCHS’ proposed elimination of 1.75 times callback pay for nurses in Angio Cath, Cardiac Cath Lab, Dialysis, MDU, OR, PACU, and Radiology.
- ◇ ONA is maintaining our proposal to provide a float differential.
- ◇ We maintained our proposal to provide the equivalent charge nurse pay to specialty coordinators.
- ◇ We decreased our proposal for preceptor pay from \$2 to \$1.75 as SCHS has already offered.
- ◇ ONA continues to propose that the language reflect what we believe is current practice of paying all nurses with a BSN or MSN the advanced degree rate regardless of whether they are “required to” have an advanced degree.
- ◇ We agreed to withdraw our proposed increase to the weekend differential.
- ◇ ONA included the increase to \$50 per hour for the neonatal transportation differential in LOA 13, as SCHS proposed it, in our Article 8 package.