



Oregon Nurses Association (ONA)/Sacred Heart Medical Center (Medical Center) and Sacred Heart Home Care Services (Home Care Services) Negotiations

Summary of Contract Proposals for both the Medical Center and Home Care Services as of May 31, 2016

Article	ONA	The Medical Center	Status
1.1 (Both contracts)	4/20 The Medical Center will provide ONA with notice of new non-bargaining unit positions for which RN is preferred or required. (4/21 clarified applies to non-supervisory positions)		
3.3 Definition of Charge Nurse		5/20 NEW 3.3 add language to Charge Nurse: "An essential function of a charge nurse is to serve as a clinical and resource expert for the department. This is accomplished by maintaining clinical competency which includes but no limited to the ability to provide full patient care to the department's standard nurse assignment."	
3 Employee Definitions Per Diem Nurses	<p>Goal is to clarify process for nurses to move between levels of per diem pay/work requirements.</p> <p>4/20 NEW 3.6.1 Create per diem "No differential"</p> <p>Included provision to have minimum work requirement to maintain skills developed by unit based committees (UBC) and professional nursing care committee (PNCC) if more assistance needed.</p>	<p>5/12 Counter – removed reference to PNCC oversight and assistance for units without unit based committees UBC</p> <p>5/24 Counter – added language to provide for PNCC and unit manager to work with units without UBC.</p>	
3 Employee Definitions Per Diem Nurses	<p>Goal is to clarify weekend work requirements in surgical services units or others with minimum weekend staffing.</p> <p>4/20 NEW 3.6.2 c. Per Diem 1: specify weekend work requirement for per diems in units that do not routinely require weekend work.</p>	5/12 Counter – Incomplete – waiting for Cindy Lilley to return	

Article	ONA	Medical Center	Status
<p>3 Employee Definitions Per Diem I & II</p>	<p>4/20 (note re-numbered) 3.6.3 a. Per Diem II: reduce from 18 to 15 shifts per diem are required to be available for in a quarter and a reduction of weekend shifts from 12 to 9.</p> <p>3.6.3 d. proposed reducing call requirements from 6 to 3 call shifts per quarter.</p> <p>5/24 Counter 3.6.2 c. for both Per Diem I & II “Nurses who work in the following units OR, PACU, Endo, Cath Prep & Recovery, Cath Lab, SPA (Short Stay), Out-patient Endo, Wound & Ostomy will be required to submit their availability for half as many weekend shifts as worked by the majority of nurses on the unit.”</p> <p>Accepted Medical Center 3.6.3 a. 16 shifts per quarter and 10 weekend shifts</p> <p>Proposed deleting call requirement – management had not included in their proposal.</p>	<p>5/12 Counter –Per Diem II 16 shifts per quarter including 10 weekend shifts</p> <p>5/20 3.6.2 d.: “Nurses who work in the following units: OR, PACU, Endo, Cath. Lab, SPA, Wound and Ostomy will be required to submit their availability for half the amounts listed required of other per diem nurses.”</p> <p>5/24 Counter – Accepted Association. language for 3.6.2 c.</p> <p>Administration said deletion of call requirement was an error – want to maintain that at 6 shifts per cycle.</p>	
<p>3.6.7 Per Diem Classifications</p>	<p>4/20 NEW 3.6.7 Per Diem Classification clarifies that a Per Diem can change their Per Diem classification with 30 day notice from a per diem 1 to 2 or no differential.</p>	<p>5/12 3.6.6 Non Compliance: agreed with language allowing a nurse to move to per diem no differential status but –not with the amount of notice</p> <p>3.6.7 Counter require 120 day notice before nurse changes per diem status</p> <p>5/24 Counter – modified from 120 day notice to 90 days.</p>	
<p>3.6.6 (renumbered 3.6.8) Non compliance w/availability requirements</p>	<p>4/20 3.6.8 Adds “may move to per diem “No Differential” status” as option for per diem not meeting commitment to remain per diem and requirement for maintaining skills.</p> <p>Can be removed from per diem employment if nurse fails to meet availability criteria to maintain skills for two cycles.</p>	<p>5/24 Counter 3.6.6 agreed to ONA’s proposal</p>	
<p>6.1.4 Suspension Pending Investigation (Both contracts)</p>	<p>4/20 Provision for making nurse whole if put on unpaid suspension pending investigation.</p>	<p>Administration agreed</p>	<p>TA 4/25</p>

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6.2 Disciplinary Record (Both contracts)	4/20 Provision to remove certain discipline records from nurse's personnel file after 5 years if no new discipline. 4/21 Accepted their rejection of language based on common understanding that disciplines 5 years old should not be part of progressive discipline.	4/21 Rejected this language but agreed that disciplines would not be part of progressive discipline – if in file for 5 years.	Withdrawn by ONA
6.4 Exit Interviews (Both contracts)	4/20 NEW Exit Interviews Upon request a nurse shall be granted an exit interview by the human resources department or chair of the PNCC manager of their choosing upon transfer or termination/resignation. A copy of the interview shall be provided to the Association upon request up on authorization of the exiting nurse. 4/21: Accepted deletion of "Chair of the PNCC" proposed replacing "or designee" with "manager of their choosing"	4/21 Countered with addition of "or designee" and removed "Chair of the PNCC. And "upon authorization of the exiting nurse" Proposed labeling 6.4 Exit Interviews 4/21 Accepted ONA revisions 4/25 struck out "upon request" and clarified exit interviews would be forwarded to ONA automatically.	TA 4/25
7.7 Grievance Procedure (Both contracts)	4/20 Provides for paying nurses who represent members in disciplinary or investigative meeting if unable to do so during shift.	4/20 Accepted and TA	TA 4/20
8.4.8 Combined 8/12 hour positions	5/20 New: Positions consisting of combinations of 8- and 12-hour positions shall not occur without mutual agreement between the nurse, the Medical Center and the Association.		
8.5 Meal and Rest Period (8.6 in Home Care contract)	5/12 Medical Center shall provide for break and meal coverage that maintains nurse/patient ratios under staffing plan. Medical Center shall pay 1.5x regular pay for missed break and 2x regular pay for missed meal		
8.5.1 Unit Plans	5/12 Require majority vote on plans if consensus not reached between the manager and a majority of nurses on the unit. Prohibit use of the "buddy system" unless supported by majority of nurses in unit as determined by secret ballot. Medical Center shall ensure appropriately skilled nurses scheduled to provide meal and break relief.		

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8.6.4 Deviation from anticipated days off	Deviation from anticipated days off – proposed this as a discussion item – interest based bargaining approach. Nurses have brought forward concerns that there’s been an increase in pattern changes that doesn’t result in improved staffing.	Will discuss this issue on June 6	
8.6.5 Mandatory Overtime	4/20 Put law into contract regarding Mandatory Overtime and process for tracking whether overtime (OT) is voluntary or mandatory. Add new appendix on OT process/notification	5/12 Counter: rejected Association language. Added “Medical Center will comply with the mandatory overtime provisions as outlined in the Oregon Nurse Staffing laws.” Won’t agree to include process in contract.	
8.7 Assignment to Non Regularly Scheduled Shift	Goal is to prevent situation that occurred in the operating room (OR), with multiple nurses being forced to work night shift with potential pay cuts unless willing to pick up additional shifts on days. This was used instead of trying to enhance night shift positions to fill vacancies and retain nurses. 4/20 Association shall receive two weeks’ notice prior to assigning a nurse to a non-regularly scheduled shift.	5/12 Counter “Unless emergency situations occur, the Medical Center shall provide the nurse with a minimum of two weeks’ notice prior to assigning an alternative scheduled shift.”	
8.7.1 Assignment to Non Regularly Scheduled Shift	4/20 The Medical Center shall not assign unit nurses to non-regularly scheduled shifts for more than three cycles without consent of the Association.	SHMC proposed to maintain current language	
8.7.4 Assignment to Non Regularly Scheduled Shift	4/20 NEW A nurse assigned to a non-regularly scheduled shift shall be kept whole in terms of their regular FTE without being required to work additional scheduled hours on other shifts.	5/12 Counter “A nurse assigned to a non-regularly scheduled shifts shall maintain his/her FTE work status on the newly assigned shift.”	
8.9.1 Orientation	5/20 Propose adding underlined language: “The Medical Center will provide the nurse with sufficient orientation to the unit(s) <u>work environment</u> and its patients. <u>For the purposes of this provision, the Emergency Department “Holding Area” shall be considered a unit and orientation to this unit shall be required prior to floating any nurse to this area. Facilitators for this area shall also receive prior orientation before being assigned that role.</u> ”		
8.9.2 Float Pool	5/20 Proposals to clarify and improve work requirements for the float pool. These include: (new language underlined) Nurses may be required to orient to up to four (4) nursing units <u>in their first year of work in the Float Pool. After the first year in</u>		

	<p><u>the Float Pool, nurses may increase the number of units they float to and shall receive appropriate orientation to those units.</u></p> <p><u>Nurses will be hired into the University District, RiverBend or Critical Care Float pool sub-units. They may voluntarily float to units or campuses outside of their hired sub-unit but will not be required to do so.</u></p> <p>Also added language regarding unit selection and adding/dropping units. Float Pool nurses shall receive up to twelve hours of paid time per year for continuing unit specific education in order to maintain and enhance their skills.</p>		
8.10.1 Float Assignment	<p>4/20 “At a minimum, nurses assigned to float will receive or will-shall have previously received basic information needed to work on the unit.” <i>(i.e. no orientation “in the moment.”)</i></p> <p>And “No nurses shall be required to float between the RiverBend and University District campuses after the start of their shift. However, a nurse may volunteer for such float assignments.”</p>		
8.10 Floating	<p>4/21 No nurse with less than six months experience in an acute care setting shall be assigned to float to another unit. UBC guidelines may require a nurse to have more experience prior to floating in that unit. A nurse shall not be required to float more than 3 times in a cycle.”</p>	<p>4/21 Countered with “However no nurse with less than six months experience in an acute care setting shall be assigned to float to another unit.”</p> <p>Rejected other language.</p>	
9.2.4 Compensation for extra shifts (Both Contracts)	<p>5/20 Propose increasing CES pay from \$12.50 to \$20 per hour.</p>		

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9.4.3 Excess of standard shift	5/20 Propose deleting: "This provision shall not be triggered if a nurse commences work within two (2) hours of his or her regularly scheduled shift, provided that the nurse is paid at the premium rate if he or she works in excess of the nurse's standard shift."		
9.4.4 Consecutive weekends (9.4.3 in Home Care contract)	5/20 New: "Nurses who have agreed in writing to work consecutive weekends may withdraw such authorization in writing with 30 days' notice to their manager."		
9.6.1 Shift Differential, Evening	5/20 Propose increasing evening shift differential from \$2.35 to \$2.50		
9.7.3 Holiday Call (9.7.6 in Home Care contract)	5/20 New Language: "Holiday Call. If a nurse that is on call on a holiday is called in, all time worked on that holiday shall be paid at two times (2) his/her regular hourly rate of pay."		
9.10 Weekend Work (Both Contracts)	5/20 Propose increasing weekend differential from \$1.75 to \$2 per hour.		
9.11 Certification pay (Both contracts)	5/20 Propose increasing certification pay from \$1 per hour to \$1.50.		
9.12 Advanced Education Pay (Both contracts)	5/20 Propose increasing advanced education pay from 3% to 4% for bachelor of science nursing (BSN) or bachelor of arts nursing BAN and from 4% to 5% for master of science nursing MSN or for master of arts nursing (MAN)		
9.14 Preceptor Pay (Both contracts)	5/20 Propose increase in preceptor pay from \$1.50 to \$2.00 per hour.		

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9.16 Payroll practices (Both contracts)	5/20 Propose new language (underlined): “The Medical Center shall also make available a readability key that defines the acronyms and categories that appear on a nurse’s earnings statement <u>in plain language. All new hires will receive education regarding payroll readability during their new employee orientation.</u> ”		
9.18 Float Pool pay	5/20 All other float poll nurses shall be paid an hourly differential of \$1. <i>(Currently Critical Care Float Pool gets \$2/hr)</i>		
9.19 Care of Sexual Assault Victim	5/20 New Language: “A nurse who is trained or certified in the care of a sexual assault patient shall receive \$150 in addition to their regular rate of pay for each exam they perform.”		
10.4 PTO Accrual (Both contracts)		4/25 Medical Center proposal to restructure of 10.4 Paid Time Off (PTO) Accrual Rates with grandfather of certain RN’s and a cash out (not included in proposal) Proposal is to increase the accrual rate slightly (by approximately 1 day a year for each tier) but to decrease the cap from the current 600 hours to tiered caps as follows: 0-4.99 years of service - 360 hours ; 5-9.99 yrs- 396 hours; 10-14.99 – 444 hours; 15-19.99 – 468 hours; and 20 + years 480 hours	
10.2 PTO Eligibility	5/12 Add citation of Oregon Paid Sick Leave law that all nurses are eligible for paid sick leave.	5/24 Medical Center rejected Association language.	
10.4.1 Sick Time Bank	5/12 ONA wanted to add provisions of the new law to the contract, including the Sick Time Bank that per diem nurses are eligible for. <u>Eligible nurses shall accrue sick time in a Sick Time Bank (STB) at the rate of 1 hour for every 30 hours worked. ...Nurses may accrue up to 80 hours in their STB. Up to 40 hours may be carried over for use in the following year.</u>	5/24 Medical Center rejected Association language stated that the new policy already provided this information. Medical Center counter to Assoc. language in Article 10: New: “Oregon Sick Leave. The Medical Center will provide sick leave benefits as required by State law effective January 1, 2016.”	

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10.5.5 Use of PTO	5/12 New section clarify that 40 hours of PTO is considered protected time under Oregon Sick Leave law that is not subject to Attendance and Punctuality policy if used for qualifying reasons.	5/24 Medical Center rejected Association language.	
10.7 Requesting and Granting PTO (Both contracts)	5/20 New: "In the event a paid time off (PTO) request is denied, the nurse making the request shall be provided within ten (10) days an explanation via email explaining the reason for the denial."		
10.8 PTO Unit Guidelines	5/12 Deletes reference to PTO committees. Adds provision for majority vote if consensus cannot be reached.		
11.1.3 Continuation of Benefits (Both Contracts)	5/12 Provides for the continuation of health insurance benefits for nurse who is absent from work due to a workplace injury.		
11.2 Family and Medical Leave (Both Contracts)	5/18 New Language: "For the purposes of granting family leave under state or federal laws the agency shall consider hours scheduled to be the equivalent of hours worked when calculating eligibility for the family leave benefit for nurses in on-call positions."		
11.8 Light Duty	5/12 Provides that nurses shall be able to access light duty assignments (if available) if released to do so by their physician. Encouraged creation of light duty assignments and to remove them from the unit PI.		
13.6 Posting/Bidding Exceptions	4/20 Upon request and with proper notice to the manager a regular full or part time nurse can transfer to a per diem position in the same nursing unit and shift without requiring position posting.		

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13.9 Assumption of Duties of New Position	Association accepted	4/25 Medical proposes deleting "second" from the last sentence of this article. This would allow a nurse that is transferring to another unit to assume their new duties after the end of the four week cycle following the cycle in which acceptance occurs and not be held for up to 2 cycles.	TA 4/25
13.12 Senior Nurse Mentor Program	Brings back the senior nurse mentor program to help with orientation/support for new nurses. 4/20 Units in which more than 20 percent of the nurse FTE on a shift is filled by new graduates or nurses with less than 2 years prior experience .shall maintain senior nurse mentor positions.		
13.13.3 Limits on Recent RN graduate positions		4/25 Medical Center proposes to eliminate last sentence of that section: "The Medical Center may employ a maximum of twenty (20) nurses in such positions per fiscal year."	
14.2.2 Placement on call during low census		5/20 Nurses who have been placed on low census may be placed on call by for full shift .	
14.2.4 Mandatory Low Census Maximum (Both contracts)	4/20 Add table to contract to define mandatory low census maximum hour calculation.	4/21 Accepted this portion of our proposal in their counter.	TA 5/24
14.2.5 Protocol for addressing excess low census (Both contracts)	4/21 Added the following as actions to consider to remedy excess low census: "Allowing nurses to voluntary reduce scheduled hours with continued benefits level and guaranteed return to scheduled hours for a specific number of cycles: Allowing nurses to voluntarily be removed from the schedule for a specific period of time with continued benefit level and guaranteed return to schedule hours without utilizing PTO."	4/21 Medical Center accepted	TA 4/21

Article	ONA	SHMC	Status
14.3.1 Work Force Reorganization. Notice (Both contracts)	<p>4/20 14.3.1 Notice. The Medical Center will provide the Association a detailed and <u>accurate</u> tentative reorganization plan at least sixty (60) days in advance of the scheduled implementation date. <u>Once the reorganization negotiation process has been initiated any substantial changes to the initial proposed plan provided by the Medical Center shall trigger the start of a new 60 day timeline.</u></p> <p>4/21 Counter: Proposed new language: "...the Medical Center shall present the reorganization plan at a unit staff meeting with an invitation to the Association.</p>	<p>4/21 Didn't include "accurate" in their counter and didn't speak to it beyond saying it would be expected that information would be accurate.</p> <p>Rejected reset of 60 day timeline.</p> <p>4/21 Accepted our counter language</p>	TA 5/24
14.3.2 Bargaining rights and obligations. (Both contracts)	<p>4/20 Proposed adding mediation services in order to resolve an impasse.</p> <p>4/21 Counter "At the written request of either party the negotiation timeline shall be extended"</p> <p>5/24 Accepted Medical Center proposed language from 4/21</p>	4/21 Counter "At written request of either party, the negotiation timeline shall be extended not to exceed 30 days without mutual agreement"	TA 5/24
14.3.3 Limitation (Both contracts)	4/20 Propose adding "Unresolved reorganization negotiations shall be suspended 30 days prior to the expected start date for renegotiation of this agreement and remain suspended until a new agreement is implemented."	4/21 Accepted in counter – will not agree to this for the PACU reorg	TA 5/24
14.3.6 Evaluation		5/24 Added a check in 60-120 days to determine effectiveness of reorg.	TA 5/24
14.2.5 Protocol for addressing excess low census (Both contracts)	<p>4/21 Added the following as actions to consider to remedy excess low census:</p> <p>"Allowing nurses to voluntary reduce scheduled hours with continued benefits level and guaranteed return to scheduled hours for a specific number of cycles:</p> <p>Allowing nurses to voluntarily be removed from the schedule for a specific period of time with continued benefit level and guaranteed return to schedule hours without utilizing PTO."</p>	4/21 Medical Center accepted	TA 4/21
15.7 Pharmacy Benefit for Retirees (Both contracts)		4/25 Medical Center proposing to eliminate this benefit.	

Article	ONA	SHMC	Status
15.1 Health Insurance Benefit Program	5/12 Provides that default health insurance plan shall be PPO if nurse does not actively choose a plan.	5/24 Medical Center rejected Association language.	
15.1.1 Premiums	<p>5/12 Reduces qualifying hours to receive health insurance benefits. (from 32 hours a week to 28 hours a week for full premium contribution)</p> <p>Raises percentage of premium paid by Medical Center at all tiers of coverage.</p> <p>Requires 90 day notice for dependent verification process and pay for cost of documents.</p> <p>Provide most favorable discount for services at PeaceHealth.</p> <p>Reduce out of pocket maximum for in network and out of network expenses - PPO (\$1500 indivl /\$3000 family in network and \$3000 indivl/\$6000 family out of network) and ABHP (\$3000 indivl /\$6000 family in network and \$6000 indivl/\$12000 family out of network)</p>	<p>5/24 Medical Center rejected Association language.</p> <p>Will provide benefit comparison to Providence on June 6.</p>	
15.7 Pharmacy Benefit for Retirees (Both contracts)		4/25 Proposing to eliminate this benefit.	
15.8 Labor Management Health Benefits Committee	5/12 New: Labor Management Health Benefits Committee – joint committee with administration and other represented employee groups meet quarterly locally and system level twice a year	5/24 Offered counter with modifications and placed in Article 20. Open to moving it to Article 15.	
15.7 Medical Premium Assistance (different from Association 15.7 proposal)		5/24 New: Medical Center will continue Premium Assistance Program. Eligible nurses may receive financial assistance to cover 100% of the cost of their Employer provided medical premiums.” This would apply to households with income less than 250% of the federal poverty level. “	
15.8 Employee Discount (different from Association 15.8 proposal)		5/24 New: “The Medical Center will offer nurses and their dependents covered under employer medical plans to most favorable discount for services rendered at PeaceHealth facilities, providers and laboratories.”	

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15.9 Enhanced Chronic Condition Program		5/24 New: "Nurses enrolled in the Enhanced Chronic Condition Program are eligible to receive free preventive medications...".conditions covered under this program include: diabetes, COPD, asthma, congestive heart failure and coronary artery disease."	
15.10 Insurance Expenses incurred at PeaceHealth Facilities		5/24 New: "Nurses covered under PeaceHealth Insurance plans who have outstanding balances to PeaceHealth Facilities and/or providers will be offered a reasonable payment plan upon request. Nurses that comply with the payment plans will not be subject to further collections or garnishment."	
16.2 Continuing Education Program (Both Contracts)	<p>5/12 Propose renaming to "Voluntary and Mandatory In-services and Trainings"</p> <p>16.2.1 Add requirement that nurse be made whole for paid time lost attending mandatory in-service and trainings.</p> <p>16.2.2 add provision for 1 ½ rate of pay for attending mandatory meeting if not continuous with normal shift.</p> <p>Deleted language that nurse shall take PTO or work on an alternate shift if required to change work schedule in order to attend in service.</p> <p>5/18 New: "The Agency shall reimburse a nurse for the cost of obtaining any certification required for their position."</p>	<p>5/24 Counter</p> <p>Accepted new name for section.</p> <p>Add language to pay nurses for hours spent in trainings but make effort to keep nurses whole either by offering additional work or paying for lost pay if nurse loses hours to attend training.</p> <p>Nurse to schedule required certification training in advance on a day off even if that means incurring OT.</p> <p>Nurse shall be paid for time attending staff meetings and other mandatory meetings – minimum of 1 hour.</p>	
16.3 Educational Days and Expenses	5/20 Increase contribution for ONA educational funds from \$195,000 to \$225,000.		
16.4 Tuition Reimbursement (Both Contracts)	4/20 Increase tuition reimbursement for Medical Center RNs from \$55,00 to \$120,00 and for Home Care from \$5,000 to \$15,000		
16.6 Extended Training Programs	4/20 Add Behavioral health (BHS) to units that offer training programs. Goal is to help in-house nurses have opportunities to work in the BHS unit.		

Article	ONA	SHMC	Status
17.8 Staffing (17.6 in Home Care contracts)	<p>4/20 propose new language to second paragraph (underlined) “Nurses are encouraged and expected to notify their manager, house supervisor/house coordinator or charge nurse/facilitator of staffing issues as close as possible in time proximity to the event(s) giving rise to the staffing concern and <u>if practical</u> prior to submitting an ONA Staffing Request and Documentation Form (SRDF). “ “The Medical Center will assure that documentation of staffing deficiencies and requests are not discouraged. <u>Retaliation or intimidation of an individual nurse who submits documentation of staffing deficiencies shall be considered a violation of this agreement and subject to the grievance process.</u>”</p> <p><u>Manager responses to SRDFs shall be sent to Staffing Committee and ONA Labor Reps (for Home Care not staffing committee).</u></p>		
18.4 Staffing System	<p>5/20 Propose revisions: :Added references to the new law and changed “Medical Center” to “Staffing Committee”</p> <p>“All changes in structure proposed by the Medical Center that (1) support the staffing plan, (2) affect direct patient care on the individual units and (3) have an impact on multiple units, or <u>(4)change the unit Productivity Index (PI) or Staffing Matrix</u> will be discussed and reviewed by the Staffing Committee prior to implementation.</p>	<p>5/24 Counter Proposal:</p> <p>Proposed elimination of all language giving the committee ability to participate in decision making regarding changes in structure. Rejected addition of PI and Matrix.</p>	
18.4.1 Staffing plan	<p>5/20 <i>Add new language from the :law to replace existing language regarding staffing plans</i></p>	<p>5/24 Counter Proposal: Rejected Association language.</p>	
18.4.2 Quality assurance.	<p>5/20 Propose revisions: <u>“Nurse representatives from the Staffing Committee shall attend Unit Based Council meetings for the units they represent on a quarterly basis in order to assist with plan development and evaluation. These Staffing Committee representatives shall choose whether to receive paid release time to attend the Unit Based Council meetings during scheduled shifts or be paid for their time on a day off.”</u></p> <p>Proposed changes in decision making</p>	<p>5/24 Counter: Rejected language regarding staffing committee reps attending UBC meetings on a quarterly basis.</p> <p>Rejected proposal to pay staffing committee reps for attending UBC meetings.</p> <p>Proposing eliminating vote of the entire unit on staffing plan developed by UBC. UBC as representative of all nurses should be able to propose plan</p>	

	<p>process for development of staffing plans and other unit guidelines “The plan will be established by a consensus of the manager and a majority of the nurses on the unit <u>Unit Based Council</u>. <u>If no consensus is reached, the Unit Council and nurse manager shall bring the disputed plan(s) to the Staffing Committee for resolution. If consensus is reached in the council, the plan shall be put forward to the staff nurses on the unit for a vote conducted by the ONA unit representative and the plan will be established by a majority vote of the nurses. If the plan is not approved by a majority of the staff nurses on the unit, it will be returned to the Unit Based Council to revise based on feedback from the staff and then resubmitted to the unit for a vote. Plans that are voted down twice will result in the designation of the unit as a “hot spot.”</u></p> <p>Proposed joint training for UBC chairs and staffing committee representatives on best practices for staffing plan development, implementation and evaluation methods on paid time. The chief financial officer (CFO) of the Medical Center will present budget information to the staffing committee on an annual basis.”</p>	<p>without a formal vote of the unit.</p> <p>Rejected language on process if no consensus reached after a unit vote.</p> <p>Accepted Association language on bringing disputed plans to staffing committee.</p> <p>Accepted Association language regarding annual trainings for UBC chairs and staffing committee. Renumbered 18.4.2.1 but not requiring the CFO to attend staffing committee.</p>	
Article	ONA	SHMC	Status
18.4.3 On-call nurses or agencies	5/20: “The Medical Center will <u>maintain</u> develop a method for sending blast text messages to nurses...”		
18.6 Staffing Committee	5/20 Updating language to indicate current number of nurses and managers on the committee – increased from 10 to 13.	5/24 Counter: Proposed minimum of 10 nurse managers and 10 direct care nurses with quorum determined by the committee.	
18.6.1 Committee work	5/20 Propose revisions and new language: “The committee shall meet a minimum of <u>nine (9) six (6)</u> times per year.” (note-committee currently meets 10 times a year) “ <u>The nurse Co-Chair of the Staffing Committee shall be released from work on paid time one shift per pay period in order to fulfill the duties of the Co-Chair position.</u> ”	5/24 Counter – rejected increase in minimum number of meetings per year. Rejected paid release time for co-chair of staffing committee.	

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18.7.1 Member selection	5/20 Proposed that elections for UBC members be conducted by ONA unit representative and <u>one ONA unit representative shall hold an automatic position on each unit based council.</u>	5/24 Counter – rejected Association language.	
18.7.3 Agenda and minutes	5/20 Propose new language: “Unit Council members may set agenda times for nurse only or staff only discussions.”	5/24 Counter – rejected Association language.	
18.7.4 Issue Resolution	5/20 Proposed revisions: “ <u>Only Unit Based Council Members may vote on recommendations to the unit. The Council recommendations will be put forward as a vote to all nurses on the unit, including the unit manager. The vote shall be conducted by the ONA Unit Representative or Designee and shall be determined by a simple majority.</u> Nursing issues that cannot be satisfactorily resolved at the unit committee level shall <u>may</u> be forwarded to the appropriate Medical Center committee...”	5/24 Counter accepted language: <u>Only Unit Based Council Members may vote on recommendations to the unit.</u> Rejected other Association language.	
20.1 Sale or Transfer (Both contracts)	5/20 Goal to strengthen protections for nurses in the event PeaceHealth is sold.	5/24 Counter: rejected Association’s proposed language and proposed deleting all current language and replacing with “Sale, Merger or Transfer. The Medical Center agrees to abide with all laws and requirements in effect at the time of the sale, merger or transfer of ownership.” This takes away current protections that are in our contract above legal requirements.	
20.7 Labor Management Committee	4/20 Propose monthly meetings of labor management committee. Strike “routinely” from first sentence. 4/25 Counter – “monthly not to exceed two hours unless extended by mutual agreement”	4/25 counter – accepted “monthly meetings” added “not to exceed two hours”	TA 4/25
20.10 New Article: Introductory Meeting for Managers	4/20 Propose new requirement for new managers to meet with ONA and bargaining co-chairs with paid time for nurse.	4/25 Countered – deleted paid time provision but otherwise accepted proposal with addition of deadline within 90 days of new manager hire date.	TA 4/25

Article	ONA	SHMC	Status
20.11 New Article: Contract Training	4/20 Propose joint trainings on contract with nurses and administration following ratification with paid time for nurses.	4/25 countered with some language revisions and a deadline of within 90 days of ratification.	TA 4/25
20.12 New Article: Non Retaliation	4/20 Added non-retaliation provisions from ORS 441.181.		
21.1 Duration (Both contracts)	5/20 Propose a three year contract expiring June 30, 2019.	5/24 Counter proposal: four year contract expiring June 30, 2020	
Appendix re; Mandatory Overtime Assignment Process and Notification requirements	4/20 Proposing to add as an appendix the current process that applies when Mandatory Overtime is assigned	Administration rejected on 5/12	
Appendix re: Prevention and Response to Violence in the Workplace	4/20 Proposing to add as an appendix create of task force to create plan to address violence in the workplace, and provisions to address bullying and intimidation.		
Appendix A Wage Rates (Both contracts)	5/20 Propose 6% increases in wage scale for 3 years. Propose moving through steps 7-9 after one year instead of two years.		
Appendix C OR, PACU, CATH LAB ON-CALL TIME	5/20 Propose decreasing call hours from 48 to 32 in a four-week scheduled cycle in order to receive double the mandatory call rate. Propose that no nurse shall be scheduled for more than 60 hours of mandatory call in a four-week cycle.	4/25 Medical Center proposing to eliminate section 3 of this appendix – the section that provides for exemption from call for RNs with 15 years of service.	
Appendix F /Appendix I Mandatory Training		4/25 Medical Center proposing to reduce notice requirement for Mandatory Training from 6 months to 3 months. Changed “Employee Information Center” to “Learning Management System”	
Appendix I NICU 12 Hours shifts	5/20 Propose deleting section 6. Low Census and section 11 which refers to out of date per diem language.		
New Appendix Voluntary Call	4/25 Proposed adding Voluntary Call Pilot program as a permanent Appendix in contract. 5/20 added provision to let any unit that wants to participate can.		

HOME CARE PROPOSALS			
Article	ONA	Sacred Heart Home Care (SHHCS)	Status
9.6 Hourly Differential	5/20 Propose changes: All nurses working two (2) or more hours after 1700 hours shall be paid a differential for all hours worked after 1700 hours of <u>\$2.50</u> \$2.35 per hour.		
9.13 Mileage Reimbursement	5/18 New Language: A nurse who routinely departs from and returns to their home rather than the agency office to provide patient care shall be allowed to designate their residence as their official workplace for purposes of mileage calculation.		
13.7 Regional Assignments	5/18 Association accepted	5/18 Proposed adding "email" to "Available regularly scheduled regional patient care assignments shall be noticed to bargaining unit nurses by <u>email and</u> in-house voice mail."	TA 5/18
17.4 Committee Meetings	5/18 Propose increasing paid time for PNCC members to attend meetings and perform work on behalf of PNCC from 20 hours to 30 hours.	5/18 SHHCS accepted	TA 5/18
16.3 Educational Hours and Expenses	15/18 Propose decrease in educational hours from 750 to 500 and increase of dollars for educational hours from \$11,500 to \$24,000. Propose that pooled funds be available beginning February 1 of each year instead of April 1.		

Article	ONA	SHHC	Status
Appendix B Scheduled Time Off	<p>5/18 Propose deleting: "Current practice shall continue for granting scheduled time off for..."</p> <p>Propose adding "The following positions shall be granted time off without being subject to core staffing limits: Oasis Review, CQI coordinators, intake coordinators and patient care coordinators. In addition, these positions shall not be required to work holidays."</p>		
Appendix D On Call Positions for Hospice		<p>5/20 New</p> <p>"11. A Sacred Heart Hospice nurse working in the on-call position will provide back-up call coverage for Sacred Heart Home Health. The on-call nurse will triage and prioritize incoming Sacred Heart Home Health call when the on-call Home Health RN is detained answering other calls or physically responding to a patient's home."</p>	
Appendix F On Call Positions for Home Health		<p>5/20 New</p> <p>"11. A Sacred Heart Home Health nurse working in the on-call position will provide back-up call coverage for Sacred Heart Hospice. The on-call nurse will triage and prioritize incoming Sacred Heart Hospice calls when the on-call Hospice RN is detained answering other calls or physically responding to a patient's home."</p>	

Article	ONA	SHHC	Status
Memorandum of Understanding (MOU) Staffing Task Force	5/18 Propose re-establishing staffing task force with 60 days of ratification. Add language that directs staffing task force to develop a methodology for determining and accounting for weights of visits in its staffing recommendations. Propose monthly meetings to start then quarterly meetings after current staffing issues have been addressed.	5/18 M/C countered with minor language changes.	TA 5/18
Orientation	5/18 Proposing an “interest-based” discussion and contract language develop with Medical Center.	Medical Center willing to engage in “interest-based” discussion on this topic.	
Functional Technology	5/18 Proposing an “interest-based” discussion and contract language develop with Medical Center.	Medical Center willing to engage in “interest-based” discussion on this topic.	
Workplace Safety	5/18 Proposing an “interest-based” discussion and contract language develop with Medical Center.	Medical Center willing to engage in “interest-based” discussion on this topic.	