



Oregon Nurses Association (ONA)/Sacred Heart Medical Center (Medical Center) and Sacred Heart Home Care Services (Home Care) Negotiations
TENTATIVE AGREEMENTS (TA) for both the Medical Center and Home Care Services as of July 19, 2016

SACRED HEART MEDICAL CENTER PROPOSALS UPDATE

Article	ONA	Sacred Heart Medical Center	Status
3 Employee Definitions	Per diem nurses – Reached a TA on all open per diem proposals with clarification on per diem status and work requirements.		TA 6/6
6.1.4 Suspension Pending Investigation (Both contracts)	4/20 Provision for making nurse whole if put on unpaid suspension pending investigation.	4/21 countered by modifying 6.1.4 “shall be paid” instead of “shall be made whole...” 4/25 clarified that “paid for lost time” is the same as “be made whole”	TA 4/25
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 professional nursing care committee (PNCC) manager of their choosing upon transfer or termination/resignation. A copy of the interview shall be provided to the ONA upon request upon authorization of the exiting nurse. 4/21: Accepted deletion of “Chair of the PNCC” proposed replacing “or designee” with “manager of their choosing” and added “upon transfer or termination/resignation.”	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 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 ONA.		TA 6/17
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. Reference new appendix on OT process/notification	5/12 Counter: rejected ONA 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.	TA 6/30

Article	ONA	Sacred Heart Medical Center	Status
8.7, 8.7.1, 8.7.4 Assignment to Non Regularly Scheduled Shift	<p>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 ONA shall receive two weeks' notice prior to assigning a nurse to a non-regularly scheduled shift.</p> <p>ONA agreed to a maximum of four nurses working non-regularly scheduled shifts for one cycle. And, new language stating - 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.</p>	6/30 Counter "The Medical Center shall not assign more than four unit nurses to non-regularly scheduled shifts for more than one cycle without consent of the Association."	TA 6/30
8.9.1, 8.9.2, 8.10, 8.10.1	<p>4/21 No nurse with less than six months experience in an acute care setting shall be assigned to float to another unit. Unit based council (UBC) guidelines may require a nurse to have more experience prior to floating in that unit.</p> <p>5/20 Proposals to clarify and improve work requirements for the float pool. Proposal to assure adequate orientation to ED holding became an MOU</p>	<p>SHMC proposed a side letter for ED holding.</p> <p>ONA proposed a memorandum of understanding (MOU) rather than a side letter and the Medical Center agreed.</p>	TA 6/30
11.1.3 Continuation of Benefits (Both contracts)	<p>5/12 Provides for the continuation of health insurance benefits for nurse who is absent from work due to a workplace injury. ONA rejected MOU maintains proposal of 5/12</p> <p>ONA agreed to revised MOU</p>	6/17 Medical Center proposed MOU which would require parties to "meet and discuss" these proposals after negotiations are concluded.	TA 7/19
11.2 Family and Medical Leave (Both contracts)	<p>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."</p> <p>Agreed to have on-call nurses be eligible for Family Medical Leave (FMLA)/Oregon Family Leave (OFLA) based on hours compensated.</p>		TA 7/19

Article	ONA	Sacred Heart Medical Center	Status
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. ONA rejected MOU maintains proposal of 5/12	6/17 Medical Center proposed MOU which would require parties to “meet and discuss” these proposals after negotiations are concluded.	TA 7/19
13.9 Assumption of Duties of New Position	ONA accepted	4/25 Medical Center 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.	TA 4/25
14.2.4 Mandatory Low Census Maximum (Both contracts)	4/20 Only mandatory low census (MLC) hours will be counted in determining whether a nurse has exceeded the MLC hours. Nurses’ maximum MLC hours shall be calculated as follows for six consecutive cycles: add grid that defines MLC max to contract	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 actions to consider to remedy excess low census: “Allowing nurses to voluntarily 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
14.3.1, 14.3.2, 14.3.3 Work Force Reorganization. Notice (Both contracts)	Parties agreed to improvements in work force reorganizations including language: the Medical Center shall present the reorganization plan at a unit staff meeting with an invitation to ONA and 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. Also, agreed to a 30-day extension of the 60-day timeline by either party.		TA 5/24
14.2.5 Protocol for addressing excess low census (Both contracts)	4/21 Actions to consider to remedy excess low census:	4/21 Medical Center accepted	TA 4/21

Article	ONA	Sacred Heart Medical Center	Status
16.3 Educational Days and Expenses	5/20 Propose increasing Medical Center's contribution for ONA educational funds from \$195,000 to \$225,000. 6/30 Proposed increasing funds from \$195,000 to \$205,000/\$215,000/\$225,000 7/19 proposed \$205,000/\$215,000 and \$220,000	6/29 proposed increase to \$205,000 7/11 proposed increasing funds from \$195,000 to \$205,000/\$215,000/\$220,000/\$225,000	TA 7/19
16.4 Tuition Reimbursement (Both contracts)	4/20 Propose increasing Medical Center's provision of tuition reimbursement for Medical Center RNs from \$55,00 to \$120,00 and for Home Care from \$5,000 to \$15,000	6/29 proposed \$60,000 for Medical Center and \$15,000 for Home Care 6/29 Home Care proposed \$15,000 TA 7/11 Proposed \$75,000 for the Medical Center	TA for Home Care 7/11 TA MC 7/19
16.6 Extended Training Programs	4/20 Propose addition to periodic sponsored training programs: "that require extensive class work, internship and orientation, including but not limited to the ICU, OR, Behavioral Health and OB nursing units."	6/29 Accepted ONA language	TA 6/29
20.1 Sale or Transfer (Both contracts)	Proposed maintaining current language but adding "merger" to the title and body of article.	5/24 Counter: rejected ONA's proposed language and proposed deleting 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."	TA 6/30
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 unit 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
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
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. Process to be reviewed at LMC	Medical Center rejected 5/12	TA 6/30

Article	ONA	Sacred Heart Medical Center	Status
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. 6/29 Counter with some language changes	6/6 Medical Center proposed language affirming commitment to maintaining a safety policy and program and a committee to address workplace violence that would include nurse representatives. 6/28 Counter with some language improvements	TA 6/29
MOU Emergency Department Holding	Orientation to ED holding. Agreed to MOU that specifies adequate orientation for nurses and facilitators in ED holding.		TA 7/19

SACRED HEART HOME CARE SERVICES PROPOSALS UPDATE

Article	ONA	Sacred Heart Home Care Services (Home Care)	Status
8.9 Orientation and Skills Maintenance	6/22 Accepted language with some modifications	5/20 Home Care offered additional language re: orientation including assignment to a preceptor for newly hired nurses.	TA 6/22
13.7 Regional Assignments	5/18 ONA 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 in-house voice mail.</u> ”	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 Home Care accepted	TA 5/18
16.3 Educational Hours and Expenses	5/18 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.	Home Care countered with \$15,000 but keep hours the same 7/11 Home Care accepted ONA 5/18 proposal	TA 7/11
Appendix I – Mandatory Training	ONA agreed to a 4-month notice for mandatory trainings – this does not apply to the Medical Center which is still part of a package with Article 16		TA 7/13

Article	ONA	Sacred Heart Home Care Services	Status
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 Home Care countered with minor language changes.	TA 5/18
Orientation	5/18 Proposing an “interest-based” discussion and contract language develop with Home Care. 6/22 Proposed orientation task force language	Home Care willing to engage in “interest-based” discussion on this topic. 6/22 Home Care accepted	TA 6/22
Functional Technology	5/18 Proposing an “interest-based” discussion and contract language develop with Home Care. 6/22 Counter with proposal to have LMC provide input instead of PNCC	Home Care willing to engage in “interest-based” discussion on this topic. 6/22 Proposed adding “the acquisition of technology” to Article 18.4 with PNCC input. Home Care accepted	TA 6/22
Workplace Safety	5/18 Proposing an “interest-based” discussion and contract language develop with Home Care. 6/22 Accepted Home Care proposal with some modifications.	Home Care willing to engage in “interest-based” discussion on this topic. 6/22 Proposed appendix affirming commitment to providing for workplace safety and making safety a standing item for the LMC	TA 6/22