

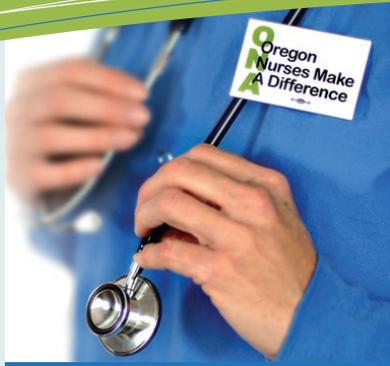


Oregon Nurses Association  
Bargaining Unit Newsletter

Samaritan Pacific Communities  
Hospital (PCH)

# Negotiation Update 2

June 24, 2014



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### Executive Committee

#### Chairperson

Chesley Parker, RN  
Med/Surg

#### Co-Chair

Sean Butler, RN  
ICU

### Negotiation Committee

Sean Butler, RN  
ICU

Rexanne Payne, RN  
ED

Chesley Parker, RN  
Med/Surg

Lynn Moody, RN  
Home Health/Hospice

Terri McCulley, RN  
OR

Carmen Eisenbarth, RN  
Women's Center

### ONA Labor Relations Representative

Christine Hauck  
503-302-1813  
Hauck@oregonRN.org



## SPCH/ONA Has Reached a Neutral Settlement Employer Places Last and Best Offer

On June 19, 2014, Oregon Nurses Association (ONA) and Samaritan Pacific Communities Hospital (Hospital) reached a neutral tentative agreement on the contract. The Hospital offered their Last and Best offer. What does this mean? Our bargaining team wants the nurses to review all the language changes as well as the economics and then make a decision based on the full package.

Neutral means **our team didn't take a position of either support or of not supporting the agreement.** Our bargaining team felt very strongly that the nurses need to look at the whole package before making a decision.

A summary of contract changes follows on page two of this newsletter. You may also see the track changes on the ONA website under Samaritan Pacific Communities Hospital or [click here](#).

**We will be holding a  
Bargaining Unit Meeting  
July 1, 2014 from 1500-1830  
Bay View Conference Room**

Please come and have your questions answered prior to the vote.

**Voting will be July 2, 2014,  
from 0700-1700, in the  
Education Conference Room.**

Absentee ballots will be available Friday June 27, 2014.

## Thank you!

*Please take a moment to thank members of our Bargaining Team. Everyone worked diligently to achieve the best possible outcome.*



Left to right: Lynn Moody, RN, Home Health; Terri McCulley, RN, OR; Chesley Parker, RN, Med/Surg; Sean Butler, RN, ICU; Rexanne Payne, RN, ED



### Oregon Nurses Association

18765 SW Boones Ferry Road  
Suite 200, Tualatin OR 97062  
1-800-634-3552 within Oregon  
[www.OregonRN.org](http://www.OregonRN.org)

## Instructions for Filling out Absentee Ballots

Please follow the instructions below for absentee ballots. **Ballots will not be accepted if they are not signed. Please be careful to sign clearly as your signature must be legible in order to be counted.** See Sean Butler if you are going to be gone June 27, 2014.

**Remember, you must be a member in good standing, in order to vote on the contract. If you are not now a member, you may complete a membership application and when casting your ballot, enclose your application with your ballot in the envelope addressed to ONA**

Your vote will then be accepted and counted.

If you have not completed your membership application by the time you cast your ballot, your ballot will not be counted.

### Directions for completing your absentee ballot

1. Fill out the ballot. Do not write your name, sign or make any self identifying marks on the ballot.
2. Place the completed ballot into the ballot envelope and seal it. Do not write your name, sign or make any self identifying marks on the ballot envelope.

3. Place the ballot envelope (with enclosed, completed ballot) into the ONA addressed envelope and seal it. **Print your name legibly on the ONA addressed envelope and sign it.**

4. Submit your absentee ballot to Sean Butler, RN, Intensive Care Unit (ICU), Lynn Moody, RN, Home Health, Chesley Parker, RN, Med/Surg, Rexanne Payne, RN, Emergency Department (ED) or Terri McCulley, RN, Operating Room (OR).

## Summary of Contract Changes

<b>Article 2 Definitions</b>	New Language: Temporary Nurse: is a nurse employed as an interim replacement or for temporary work on a limited duration assignment which does not extend beyond three calendar months.
<b>Article 5 Hours of Work</b>	<p>Per Diem changes: Will move from a month schedule to a schedule period. Will be allowed to sign up for more than three shifts, as long as it doesn't drive overtime.</p> <p>After Per Diem assignments are made: Regular and relief nurses who have submitted their availability in writing or electronically for open shifts above their FTE will be assigned in the following order:</p> <ol style="list-style-type: none"> <li>1. Shifts that do not result in Extra Duty Pay.</li> <li>2. Shifts that will result in Extra Duty Pay on an equitable basis beginning with the most senior nurse.</li> </ol>

*(continued on page 3)*

## Summary of Contract Changes *(continued from page 2)*

<p><b>Article 5 Hours of Work: Mandatory Absence</b></p>	<p><b>New Language: Mandatory Absence: Guidelines:</b></p> <p><b>Guidelines:</b> In the event of excess nursing staff numbers, which need to be reduced, the following guidelines will apply:</p> <p>At least one scheduled nurse from each subspecialty shall be retained from each shift.</p> <p>The priority for assigning mandatory absences will be to protect regularly scheduled shifts paid at the regular rate of pay:</p> <p>In accordance with the above definitions and guidelines, temporary staffing reductions will be done in the following order</p> <ul style="list-style-type: none"> <li>Agency/Traveler RNs</li> <li>Temporary RNs</li> <li>Holiday double time</li> <li>Extra Duty Paid at a premium rate.</li> <li>Overtime situations</li> <li>Volunteers</li> <li>Per Diem staff</li> </ul> <p>Shifts above assigned FTE that are paid at the regular rate. The nurse is responsible for informing the supervisor that s/he is working at a regular rate.</p> <p>Regular staff from a regularly scheduled shift at a regular rate of pay on a rotational basis.</p>
<p><b>Article 10 Holidays</b></p>	<p>Employer withdrew proposals, back to current contract language.</p>
<p><b>Article 11 Professional Development</b></p>	<p><b>New Language:</b></p> <p>If a nurse is scheduled to attend a class required by the Hospital, and the class hours interfere with the nurse's schedule in such a way that such attendance causes the nurse to miss a portion of the regularly scheduled shift, the Hospital may offer the nurse additional reasonable work hours up to his/her regularly scheduled FTE. If additional work is unavailable, the nurse will be paid for the portion of the shift missed up to four (4) hours for each educational day provided the nurse has not or will not meet his/her FTE by the end of the work week. .</p>
<p><b>Article 12: Floating</b></p>	<p><b>New Language:</b></p> <p>Given due consideration to required skills, nurses may be floated from their core unit under the following conditions and with the applicable contractual provisions.</p>

*(continued on page 4)*



## Summary of Contract Changes *(continued from page 4)*

<b>Appendix A</b>	Deleted
<b>Appendix B</b>	Deleted
<b>Wage:</b>  <b>Stand-By/ On-call for Mandatory Shifts</b>  <b>Stand-By/On-call Taken above Regularly scheduled hours:</b>  <b>Night Shift Differential</b>  <b>Delay start time:</b>  <b>Change in Shift Hours</b>  <b>Sick Calls within 24 Hours</b>  <b>Certification Premium:</b>  <b>BSN/MSN Premium:</b>  <b>Extra Duty Pay:</b>	<b>Three year agreement:</b> <p>July 1, 2014, 2%</p> <p>July 1, 2015, 2%</p> <p>July 1, 2016, 1%</p> <p>July 1, 2015-rate will go to \$4.25</p> <p>Holiday on-call will be compensated at the rate of \$4.50 per hour.</p> <p>July 1, 2014, \$5.00 per hour above 40 hours of call in a pay period.</p> <p>For regular nurses working four (4) to eight (8) years on night shift the rate will be \$5.00 per hour. For nurses working nine years or more the rate will be \$5.50 per hour.</p> <p>A nurse may be placed on-call and given a delayed start time only once during the nurses shift.</p> <p>Nurses working hours on both evening and night shifts will be paid the differential based on the majority of time the hours are worked. Nurses working a shift that overlaps into evening or night shift will be paid shift differential only when a majority of their hours fall within evening or night shift and will be paid the differential for all hours of their shift. Evening shift is considered to be between 3:00 p.m. and 11:30 pm. Night shift is considered to be between 11:00 p.m. and 7:30 am.</p> <p>For unexpected sick calls within 24 hours, a regular nurse will receive one and one-half their straight time rate of pay.</p> <p>Nurses must turn into Human Resources within three months a copy of certification and re-certification, to continue receiving the certification differential.</p> <p>BSN/MSN: A nurse holding a BSN.MSN will be awarded for the highest degree attained fifty cents (0.50) per hour.</p> <p>New Language will be as following:</p> <p>An Extra Duty shift is a shift worked in addition to the approved schedule at the request of the hospital and is paid at one and one-half (1 ½) the regular rate of pay.</p> <p>To qualify for extra duty, the nurse must exceed a 0.7 FTE for eight (8) hour employees and 0.75 FTE for a twelve (12) hour employee (including Mandatory Absence time and Paid Educational leave, PTO is not included.)</p>

*(continued on page 6)*

## Summary of Contract Changes *(continued from page 5)*

### Two Tier System:

All Nurses at SPCH will be moved to the higher levels of Paid Time Off, Retirement, Health Insurance, including all new hires until the date of ratification.

All Nurses hired after the date of ratification will be on the second tier permanently. The 8,000 hours, will be permanently deleted.

## Are You familiar with Oregon's Hospital Nurse Staffing Law?

The Oregon Nurse Staffing Law ensures that our citizens, when hospitalized in an acute care facility, will receive safe patient care based on sufficient, safe nurse staffing. Additionally, this law is similar to what other states have and are doing related to nurse staffing.

### Important Requirements of Oregon's Hospital Nurse Staffing Law:

- The staffing plan must be based on the individual and aggregate needs of the patients and their requirements for nursing care.
- The plan must delineate specialized qualifications and competencies required of the nursing staff.
- The plan must be based upon nationally recognized specialty standards.
- Each staffing plan must be developed through a collaborative partnership between direct care nurses and nurse managers.
- The committee developing the staffing plan must be composed of equal numbers of direct care RNs and nurse managers.



### A hospital may not require RNs, LPNs or CNAs to work (with a few exceptions – including voluntary overtime):

- Beyond the agreed-upon shift
- More than 48 hours in any hospital-defined work week
- More than 12 consecutive hours in a 24-hour period