

Negotiations Committee:

David Geist, Surgical Services
Amy Green, Short Stay
Wendy Hackett, Recovery
Kristen Hyatt, Cath Lab
Dianne McCauley, Recovery
Craig Palen, Post-Surgical
Jill Taylor, Family Birth

Executive Committee

Chair: Gary Salcedo, PSU

Vice Chair: Vacant

Secretary/Treasurer:

Amy Green, RN, BSN,
Short Stay Surgery

Membership Chair: Vacant

Grievance Committee

Wendy Hackett– PACU

Staffing Committee Co-

Chair: Kristen Hyatt, Cath Lab

PNCC Chair: Barbara

Thompson

ONA Labor Relations

Representatives:

Courtney Niebel

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Oregon Nurses Association

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Complete Tentative Agreement Reached!

We reached a complete tentative agreement around 6:30 p.m. last night.

Our Oregon Nurses Association (ONA) bargaining team is happy to recommend a “yes” vote to ratify this tentative agreement. A copy of the complete tentative agreement will be available when the ratification vote is scheduled and announced.

The complete tentative agreement contains the following changes to our contract:

Article 1: Recognition

- ◆ Changes made to be in compliance with recent Supreme Court decision
- ◆ Maintained ONA control over membership application process

Article 2: Employment Definitions

- ◆ Per Diem Nurse differential decreased to 15 percent
- ◆ Gray Matters Nurse differential remains at 20 percent
- ◆ ONA may request a review of per diem hours worked in a department and a part-time or full-time position shall be posted if deemed appropriate
- ◆ Included language previously agreed upon extending the

evaluation period of a transferred nurse to 480 hours and ensuring that nurse can return to their prior position and/or transfer to the float pool if they fail to meet competencies

- ◆ Included a definition of Charge Nurse as a member of the bargaining unit, incorporating a previous side letter into the agreement

Article 4: Nursing Committees

- ◆ New language supporting the Staffing Request and Documentation Form (SRDF) to document staffing concerns and ensuring they are reviewed by the Nurse Staffing Committee
- ◆ New language encouraging establishment of Unit Based Practice Councils on each unit to allow staff nurse input on professional practice
- ◆ Ensures each UBPC member is paid for meeting time as well as additional projects mutually agreed upon with the manager
- ◆ Encourages UBPC's to develop a charter for membership, decision-making and communication practices

Complete Tentative Agreement Reached!*continued from page 1***Article 5: Professional Development**

- ◆ Testing and/or classes for certification and/or recertification will be paid for by the hospital for mandatory certifications and from individual education funds for non-mandatory certifications
- ◆ Nurses attending mandatory in-service will now be required to report to work for the remainder of their scheduled shift unless the in-service is held over sixty miles from the hospital; if no work is made available the nurse will be compensated for the remaining hours of their shift
- ◆ Nurses may request their individual education fund be carried over to the next fiscal year once every three years by March 31.
- ◆ Education funds can be used for events outside the continental U.S. if it is hosted by one of the nationally recognized nursing specialty organizations
- ◆ Increased tuition reimbursement rates will follow hospital policy

Article 6: Hours of Work

- ◆ Altered language to reflect that majority of nurses are now working 12-hour shifts
- ◆ New language that Hospital will provide adequate staffing in accordance with the unit staffing plan to ensure compliance with meal and break laws
- ◆ New language allowing the combination of one rest break with the meal break when mutually agreed upon
- ◆ Included language to ensure that Holiday pay no longer effects overtime or premium pay rules

Article 8: Paid Time Off and Sick Leave

- ◆ Maintained PTO accrual rates
- ◆ Removed language calculating PTO accrual rates based on an 8-hour shift and added a table with accrual rates listed for each category based on years of service
- ◆ Ensures that PTO may be requested in advance of being earned as is current practice

- ◆ Included language so that Holiday pay is not considered premium or overtime pay – nurses working a Holiday will still be eligible to earn overtime or premium pay if working later in the week or pay period qualifies them for overtime or premium

Article 9: Health and Welfare

- ◆ Altered language to reflect new Bay Area Hospital Self Insured Medical Plan (BAHSIMP) with three options to choose from 1) Basic PPO, 2) Premium PPO or 3) High-deductible plan with a health savings account
- ◆ Nurses working 70 hours or more per pay period considered full-time; nurses working 40-70 hours per pay period considered part-time
- ◆ All rates for premiums reduced starting this year
- ◆ Annual Wellness Premium Rebate of \$500 for full and part-time employees
- ◆ New language ensuring that health insurance coverage begins on the month following the date of hire
- ◆ New language ensuring that domestic partners and children up to age 26 are eligible for coverage
- ◆ New language ensuring that the Hospital will maintain the \$100 per month opt-out payment for those who opt-out of Hospital coverage

Article 10: Benefit Review Committee

- ◆ Comprised of 8 union members (3 ONA, 2 Teamsters & 3 UFCW) and 6 non-represented employees, management or administration
- ◆ Allows union representatives to be present as non-voting members
- ◆ Recommendations must be approved by the Hospital Board of Directors and the appropriate Union before implementation
- ◆ Changes in benefits and/or premium costs are subject to bargaining process and arbitration if impasse is reached

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Complete Tentative Agreement Reached!*continued from page 2***Article 11: Wages**

- ◆ 4 percent increase effective January 2019 and retro-pay for base wages will be paid
- ◆ 2 percent-4 percent increase, based on CPI-W index, effective January 2020
- ◆ 2 percent-4 percent increase, based on CPI-W index, effective January 2021
- ◆ Additional wage steps 18, 19, 21, 22, 23, 24 effective January 2020
- ◆ Year-for-year credit for prior experience in a relevant acute care setting for new hires
- ◆ 30-day appeals process for currently employed RNs who believe they should be at a higher wage step based on prior experience
- ◆ Increased night shift differential to \$5/hour
- ◆ Certification pay increases to \$0.85/hour effective January 2020, \$1/hour effective January 2021
- ◆ Standby pay remains \$4.50/hour this year, increases to \$4.75/hour effective January 2020, increases to \$5/hour effective January 2021
- ◆ Two-tiered standby pay implemented in January 2021 for nurses scheduled in excess of eighty hours in a pay period - \$5/hour for first eighty hours of standby and \$8/hour for standby hours above eighty a pay period
- ◆ Maintained standby pay will continue to be paid while on callback at time-and-one-half rate
- ◆ Includes definition of standby/on-call as “a method of contingent staffing used to provide staff as a response to emergent or unforeseen needs”
- ◆ Defines mandatory standby/on-call units as “Surgical Services areas, Cath Lab, and Home Health” which are the only units that standby/on-call can be assigned
- ◆ Maintained that standby/on-call when cancelled for low-census is voluntary
- ◆ New language requiring assigned standby/on-call to be scheduled in an equitable manner among regular nurses in the unit

- ◆ BSN pay increases to \$0.85/hour effective January 2020, \$1/hour effective January 2021
- ◆ New language reflects current practice to pay 5 percent preceptor differential
- ◆ New language reflects current practice to pay \$2/hour OR Coordinator pay
- ◆ New language reflects current practice to pay \$5/hour Stat RN pay

Article 17: Seniority

- ◆ Vacancies will be posted online at least seven days before being filled (previously ten days)
- ◆ Ensures that PTO may be utilized at the employee’s discretion for all low census hours
- ◆ Alters call off language to allow nurses working overtime or premium shifts and agency/traveler nurses to be called off prior to volunteers
- ◆ On duty Charge RNs will not be subject to call off
- ◆ Low census hours will be tracked on each unit and shall not exceed twenty-four hours per pay period unless the nurse agrees
- ◆ Floating guidelines and competencies will be established with input from Unit Based Practice Councils
- ◆ Nurses floated outside their Float Tier (see below) will be partnered with a tier competent nurses and work together in a joint assignment
- ◆ Floating will first be fulfilled by the float staff, then by volunteers and then by seniority
- ◆ Floating hours will be tracked on each unit and shall not exceed twenty-four hours per pay period unless the nurse agrees
- ◆ New language describing maintenance of a Float Pool to minimize unit staff being floated
- ◆ New language defining Float Tiers as Tier1: MCU/PSU/APU, Tier 2: All tier 1 plus REU/Pediatrics/Low Acuity ER & FBC, Tier 3: All tier 1 & 2 plus ICU/ER with exclusions and competencies in guidelines referenced

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Complete Tentative Agreement Reached!*continued from page 3***Article 18: Union Offices**

- ◆ New language establishing an ONA PTO Fund which shall be created by deducting one hour of earned PTO from each bargaining unit nurse per year
- ◆ New ONA PTO Fund can be utilized by Nurse Representatives for time spent negotiating the contract and/or representing colleagues during meetings with management
- ◆ Incorporated PTO Donation Side Letter language to allow additional donations to the new ONA PTO Fund

Side Letter: Gain Share Program

- ◆ Updated language and title to reflect "Success Sharing Program"

Side Letter: RN Bridge Internship Program

- ◆ Updated language to reflect permanency of the program, removed references to it being a "pilot" program

New Side Letter: Low Census Hours Review & PTO

- ◆ Allows Hospital to collect low-census hours data for

at least one year after which ONA can demand to bargain over whether PTO may be accrued on hours when a nurse was cancelled due to low census

New Side Letter: Extra Shift Incentive Pay

- ◆ Part-time, full-time and per-diem nurses scheduled for at least four shifts are eligible for extra shift pay
- ◆ Prescheduled PTO and low census hours will not disqualify a nurse from extra shift pay
- ◆ Nurses who reduce their positioned hours will be ineligible to receive the extra shift premium pay for six months following the change
- ◆ Nurses who sign up and are assigned extra shifts between the 5th and 12th of the month will receive a premium of \$12/hour worked (expires midnight on the 14th)
- ◆ Nurses who sign up and are assigned extra shifts after the schedule is posted will receive a premium of \$8/hour worked
- ◆ Changes to the program and/or discontinuation of the program is subject to bargaining

BAH ONA FACEBOOK GROUP!

Throughout negotiations we used the BAH ONA Facebook page to post real-time information about what happened at the bargaining table. We asked for input on your experiences and advice on how to respond to specific proposals to better inform our negotiating team. **Thank you for being part of the process.** Stay involved by joining the "[BAH ONA](#)" Group on Facebook. We will verify that you are an ONA-represented nurse at Bay Area and approve the request. We hope that everyone will join to stay in touch through the ratification vote and beyond!

**ONA BU LEADERSHIP CONFERENCE****April 10-11, 2019 Portland, OR**

Learn how to develop and cultivate your voice in your workplace at ONA's Bargaining Unit Leadership Conference, April 10-11, 2019 at the Portland Hilton in downtown Portland.

Register today to save your space at the conference!

www.OregonRN.org/event/2019BUCon

NEXT STEPS:

RATIFICATION VOTE WILL BE ANNOUNCED SOON!