



Oregon Nurses Association
Bargaining Unit Newsletter

Bay Area Hospital (BAH)

Bargaining Update # 12

Feb 1, 2019

**ONA/BAH
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
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Management Responds with Little Movement

During this week's bargaining session Bay Area Hospital (BAH) administration provided responses to Article 2 Employment Definitions, Article 6 Hours of Work, Article 8 Paid Time Off & Sick Leave, Article 11 Wages, Article 17 Seniority, Article 18 Union Offices, and a Side Letter on Credit for Prior Experience. Unfortunately, very little movement was made from their last set of proposals:

Article 2: Employment Definitions

- BAH proposes a **reduction** in the differential for Per Diem nurses from 20% to 15%
- They are tying this to their willingness to increase the night shift differential by **\$0.50/hour**

Article 6: Hours of Work

- BAH willing to agree to language which would allow the combination of one rest break with the meal period by mutual agreement if we agree to an additional line regarding equal distribution of meal and rest breaks.
- The hospital is proposing **deletion** of our Unscheduled Shift language which provides **time-and-a-half pay** for anyone who picks up a shift within 12 hours of the start of the shift. This would be in exchange for a Side Letter to encourage early sign-up for Extra Shifts with a \$12/hour or \$8/hour incentive depending on how early you sign-up. **Unfortunately**, the Side Letter proposed could be discontinued with **90-days' notice by either party.**

Article 8: PTO & Sick Leave

- Would allow PTO accrual on all paid hours, including when taking PTO **but** only if accrual rates are **reduced**
- Maintains an 80-hour per pay period cap on PTO accruals
- Does not address our request for PTO accruals on low-census hours
- BAH continues to want to extend the "peak vacation times" through October
- Continue to offer to consider Holiday pay **separate** from

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Next Bargaining

Thursday, Feb. 7
9 a.m. - 5 p.m.
Cedar/Pine Conference Room

Please come and observe the negotiation process at any time!
Show your support!

overtime/premium pay so that time-and-a-half on a Holiday **will not** affect overtime/premium pay status later in the pay period but **only** if we agree that standby pay will **cease** during callback hours

- Still **denying** our request for Christmas Eve and Christmas Day to be considered separate holidays and paid accordingly

Article 11: Wages

- Offering 3% wage increase for the first year and tying second and third year increases to the Consumer Price Index (CPI) with a minimum increase of 2% and a maximum increase of 3%. Given we are currently 5% behind average market wages this offer will only leave us farther behind the market three years from now
- BAH is **not willing** to include new wage steps year-for-year as we've proposed to eliminate the years of waiting at Step 18 and Step 20
- They continue to be willing to offer year-for-year credit for prior experience to new hires – see below for details on an appeals process for currently employed nurses who did not receive credit for all their experience when hired
- Willing to increase night shift differential from \$4.50/hour to \$5.00/hour **only** if we agree to the **reduction** in differential for Per Diem nurses
- **BAH is NOT willing to increase any other differential!!!**

Article 17: Seniority

- The hospital continues to seek equitable rotation of low census hours; this would still allow volunteers to

be called off first

- BAH is willing to agree to a cap on low-census hours of 24 hours/pay period which would mean that a nurse who has reached the cap would be skipped over for call-off
- Continue to maintain their proposal on Float Tiers and Float Pool: maintain the requirement to float rather than voluntary floating as we requested; agreed that nurses will only be floated once during their shift but if another float is needed a different nurse will be sent; agree to float the float pool nurses first and then volunteers; still seeking floating occur on a rotational basis rather than by seniority (Charge RNs exempt)

Article 18: Union Offices

- Willing to include language about local nurse representatives
- **Unwilling** to provide a pool of paid hours for nurse representatives to assist our bargaining unit members with disciplinary issues and/or grievances

Side Letter: Step Placement Appeal Process

- Willing to allow all currently employed nurses to appeal their step placement if they feel they have not been credited with all prior acute-care experience
- Allows only a 30-day window to appeal
- No retro-pay provided
- The Hospital is working on an appeal form so that we know what documentation may be required as proof of work history

SAVE THE DATE: Leadership Conference

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 and Executive Towers in downtown Portland. Ask your Labor Representative about scholarships for paid travel expenses.

Discover how to build power and create a community of committed advocates to lead changes in your workplace. Visit www.OregonRN.org/event/2019BUcon for more details and to register

BAH Shares Financial Presentation

- ◆ Latest statements do show a reduction in Operating Margin (think Profit Margin for a non-profit) from 6.1% in 2017 to 3.7% in 2018. A healthy Operating Margin is considered 3-4% as it is all above the cost of operations and allows the non-profit to reinvest in the business
- ◆ The hospital provided spreadsheets modeling the cost of their latest proposal, ONA's latest proposal and the cost of the current three-year contract:
- ◆ Our current contract (2016-2018) cost approximately \$2.5 million for the hospital
- ◆ ONA's latest proposal would cost approximately \$6 million for the hospital
- ◆ BAH's latest proposal would cost approximately \$2.7 million for the hospital
- ◆ The financial presentation revealed that **BAH spent \$910,000 dollars in the last six months** of 2018 to pay for traveler/agency nurses – over the next three years (the life of our contract) that amounts to \$5.4 million to fill gaps in our staffing! We believe if they were willing to put that kind of money into our contract we would drastically reduce the need for traveler/agency nurses as we would be able to attract and retain nursing staff that is committed to BAH!

What Happens if We Can't Reach Agreement?

Since Bay Area Hospital is a public employer, our negotiations are governed by the Oregon State Public Employee Collective Bargaining Act (PECBA). The PECBA includes a number of steps designed to help the parties reach agreement. BAH and ONA are initially required to meet and bargain directly with each other, and both parties must participate in good-faith negotiations for at least 150 calendar days before either party may unilaterally request the assignment of a mediator. If the parties do not reach agreement in direct bargaining, they move to mediation. The Employment Relations Board's State Conciliation Service is responsible for providing the mediation services.

Once the initial 150 calendar days of bargaining has expired, either party can initiate the mediation process by written request. The parties may mutually agree to go to mediation before the expiration of the 150-day period; under these circumstances, the request for mediation must be signed by both parties. Once the request for mediation is made, a mediator is appointed and a session is scheduled. If the first session is unsuccessful, additional mediation sessions may be scheduled.

The PECBA mandates that parties remain in mediation for a minimum of 15 calendar days, in which one or two sessions typically occur. At the end of the

15-day period, the parties may continue to mediate or either party can initiate the next step in the process by declaring an impasse in the negotiations. Within seven days of an impasse, both parties must submit a written final offer and the mediator will make them public. A 30-day cooling off period then begins.

Under the PECBA, if an agreement still cannot be reached after the cooling off period the employer has the right to implement their final offer or to jointly agree to resolve the dispute through binding interest arbitration. The hospital is required to provide ONA with reasonable notice of their intent to implement all or portions of their final offer. In response, our bargaining unit has the right to provide a 10-day notice of intent to go on strike. A strike notice is not something to enter into lightly and our bargaining team would only make such a decision with an overwhelming vote of all the bargaining unit nurses to support it.

It is important to participate in actions to support our bargaining team now so that we may avoid reaching impasse with BAH and facing potential implementation of an offer we don't agree with! So wear your black scrubs on Thursdays, attend our bargaining sessions, sign our petition and look for escalating actions you take to encourage the hospital to reach a fair agreement with us!

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Sign the Petition to Show BAH Their Latest Proposal is Unacceptable!

Our bargaining team was very disappointed to see these latest proposals from BAH with very little change from their prior positions. The hospital needs to hear from the bargaining unit as a whole so we are circulating a petition. Look for the petition on your unit and be sure to sign if you agree with the following statement:

We, the undersigned Registered Nurses, publically declare support for our bargaining team! We believe that Bay Area nurses and patients deserve to be valued with safe, quality care which starts with improved staffing. We stand behind their efforts to reach a fair contract that includes improved recruitment and retention of nurses through an economic package designed to attract new and experienced nurses that includes wages, PTO amounts and differentials at or above our comparators. We're worth more than 5% below the average! Value Nurses to Value Patients!

Volunteer Hours Adding Up For Our Team!

Our Negotiating Team has spent 738 hours over 12 bargaining sessions and two preparatory sessions working to achieve a better contract for us all. So far, the bargaining unit has donated 140 hours of PTO and we are so grateful for the support! However, that means our team has volunteered a collective 598 hours of time. Please consider donating some of your PTO to support our efforts!

Would you support a contract change that would require every nurse donate 1 hour of PTO per year to support our Negotiating Team during bargaining years? Tell our bargaining team members whether you would support this!

PTO donation forms are available in Human Resources, on the Wave intranet or on the Bay Area Hospital webpage of the ONA website (www.OregonRN.org).