Bay Area Hospital (BAH)  
Bargaining Update #11 
July 13, 2022

Negotiations – July 7, 2022

**NEGOTIATING TEAM FROM ONA:**
- Ling Mork RN, FBC
- Meg Steel RN, ICU
- Rachel Beissel RN, APU
- Harry Brown RN, ED
- Jennifer Martin RN, OR
- Misha Hernandez, Labor Representative

**ADMIN NEGOTIATION TEAM**
- Clay England
- Various managers
- Dennis Westlind, the lawyer

**HIGH HOPES FOR NEGOTIATION**
The ONA negotiating team had high hopes heading to the table for this negotiation session. Everyone was wearing their green shirts and had hustled to have shifts covered. Meg Steel was working the floor and was able to come and join the table and go back to the floor inbetween sessions.

After the June 10 session there was a lot of movement and several articles are TA’d but then the 14th bargaining session was cancelled. We had even held that glimmer of hope that we might have a TA by the end of the day on July 7.

However when Dennis started the day announcing he had an early stop at 4:00 p.m. and that they only had a response to Article 17, all of our hopes came crashing down.

**NO URGENCY FROM BAH**
The multiple emails and submissions of language changes had not been addressed. It was clear BAH had no urgency.

**CAUCUS**
The bargaining team caucused and took some very deep breaths. The nurses reviewed Article 17 and then agreed to make our counter to it and resubmit the financial proposal. Our financial proposal included retro pay and significant cost of living adjustments. BAH met
and responded to multiple language articles that we had proposed.

**Tas Achieved**

We achieved TAs on the following articles:

- Article 4
- Article 6
- Article X - Workplace violence language
- Article 9
- Article 13
- Article 15
- Article 19

*(See the ONA/BHA summary attached below).*

**Demanding Respect**

Every nurse there wanted to address the disrespect and urgency of the working conditions that they are working in and the lack of urgency that BAH has in regards to bargaining. In the end, the team requested to go to mediation and the hospital has asked to continue working together.

**Demanding Mediation**

The last day to meet is July 20 which will be our 150th day according to the ERB. If no TA is reached by then, we will demand mediation.

*Words from the bargaining team:*

“We understand the financial crisis, we are living it. We lose nurses daily. We are not blind to the situation, we are training these nurses who leave. It is all very demoralizing watching our coworkers, techs and doctors leaving. We could leave too, but we want to save this hospital. We pick up extra shifts and exhaust ourselves. Why? We live here. We want a safe place to work and to send our loved ones. However we have been coming to the table since September 23, 2021 and submitting proposals which you refused to respond to until February 20, 2022. We have shown our willingness to bargain and to show up at the table, yet it feels like there is still a serious lack of urgency and respect. We are proposing language and financials that would retain nurses and help our community.”

**July 20**

July 20, 2022 will be our 300th day since we started bargaining, and if BAH contests or request to go to mediation then on July 20 we will demand it!
**Guilty**

Clay England and team were found guilty of violating labor law and have as part of the settlement agreed to send an apology letter for which you should have received in your work emails.

Here is the apology letter on the right:

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**Before the Employment Relations Board of the State of Oregon**

**Oregon Nurses Association,**
Complainant,

vs.

**Bay Area Hospital,**
Respondent.

Margaret Oney, Bennett Hartman, LLP, Portland Oregon, represented the Complainant, Oregon Nurses Association.

John Stiilwagen, Bullard Law, represented the Respondent, Bay Area Hospital.

On May 4, 2022, the Oregon Nurses Association filed an unfair labor practice complaint against Respondent, Bay Area Hospital, alleging violations of the duty to bargain in good faith under ORS 243.672(1)(e) and a union discrimination in violation of ORS 243.672(1)(a), (b) and (c). Complainant requested expedited consideration of the ULP, which was granted by the Board, with the hearing scheduled for June 15, 2022.

The parties wish to resolve this matter by entry of this Consent Order and waive further proceedings and review by the Board.

**Stipulated Facts**

1. The Bay Area Hospital (Hospital) is a public employer within the meaning of ORS 243.650(20).

2. The Oregon Nurses Association (Union) is a labor organization within the meaning of ORS 243.650(13).

3. The Union is the exclusive bargaining representative of nurses employed by the Hospital.

**Consent Order**

The postings of the Consent Order can be found here on the left and continues on pages 4 and 5 of the newsletter.

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**Oregon Nurses Make A Difference**

**Consent Order—Page 1**

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**ONa v. BAY AREA HOSPITAL (UP-015-22)**

**Consent Order**

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continued on page 4

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Oregon Nurses Association | 18765 SW Boones Ferry Road Suite 200 | Tualatin OR 97062 | 1-800-634-3552 within Oregon | www.OregonRN.org
4. The most recent collective bargaining agreement between the Hospital and the Union expired December 31, 2021.

5. The parties began successor bargaining on or around September 23, 2021. The Union presented proposals modifying contract language regarding a number of topics, including workplace safety, staffing levels, disciplinary process, and wages.

6. On February 20, 2022, the Hospital made its first economic proposal: a one-year roll-over of the previous contract with wage increases, a new shift incentive program and a proposal to discuss contract modifications through committees that could then make recommendations. The Union’s bargaining team presented this proposal to its membership for a vote.

7. On or around March 12, 2022, Union members voted to reject the Hospital’s proposal.

8. On March 29, 2022, the Hospital made a modified proposal for another one-year contract roll-over. This proposal also included proposed wage increases.

9. On April 12, 2022, Union members rejected the Hospital’s second proposal.

10. In a letter dated April 18, 2022, the Hospital notified the Union that it would be unilaterally implementing the wage and differential increases that were part of the proposal that had just been rejected.

11. On or around April 19, 2022, the Hospital notified nurses that it would be unilaterally implementing the wage and differential increases that were part of the proposal they had just rejected, effective April 24, 2022. The Hospital explained that it was doing so “unconditionally and without prejudice which means that none of these wage adjustments restricts or hampers the ONA’s ability to negotiate any aspect of the contract in the future.”

12. The Hospital implemented the wage increases effective April 24, 2022.

13. The parties have not settled their contract but continue to bargain.
STIPULATED CONCLUSIONS OF LAW

1. The Board has jurisdiction over these parties and subject matter.

2. The Hospital violated ORS 243.672(1)(a), (1)(b), (1)(c) and (1)(e) by unilaterally implementing wage increases during successor bargaining after nurses had twice voted to reject those wage increases when presented as part of a one-year contract roll-over proposal by the Hospital. This conduct violated the duty to bargain in good faith. It also had the actual or potential effect of undermining confidence in the ONA and chilling employees in the exercise of their protected rights.

3. The parties agree that the Hospital may provide bonuses to nurses without first bargaining with the Union. However, when it decides to do so, it must promptly notify the Union and identify the rationale for the bonus payments. The Hospital agrees that it cannot change the negotiated wages, differentials and other benefits set forth in the collective bargaining agreement unless agreed to through bargaining. The parties will negotiate language reflecting this agreement as part of the current bargaining process.

4. The Hospital will reimburse ONA’s filing fee and pay the ONA $12,000 for its reasonable representation costs incurred to litigate this matter.

DATED this 29th day of June, 2022

John Stellwagen, OSB No. 070758
Of Attorneys for Respondent, Bay Area Hospital

Margaret F. Ohley, OSB No. 881359
Of Attorneys for Complainant, Oregon Nurses Association

ONA v. BAY AREA HOSPITAL (UP-015-22)
CONSENT ORDER
Open Letter to the BAH Board of Trustees

A letter was sent to the Board in late November of 2021. We did not receive a response and the words are just as true today as they were when we sent it.

The bargaining team has changed slightly, but we are still hoping that these very real concerns for safety will be addressed. The full letter will be on pages 6 and 7 of the newsletter.

continued on page 7
We want a safe place to work and, in an emergency, bring our own loved ones to and feel confident in their care. As we embark in negotiations, we ask that you engage in the stewardship of these negotiations and that you stand by BAH nurses.

Sincerely,
Bay Area Hospital Bargaining Team

Allison Herbert
Alexandra L. Johnson
Ling Mork
Aubrey Castellano
Rachel Beissel
Amy Walter
Janine McBryar
Jennifer Martin
Gary Salcedo
National Labor Relations Act

Know Your Rights Under the National Labor Relations Act
“Employees shall have the right to self organization to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection…”

From Sec. 7 of the National Labor Relations Act

The United States Government, through the National Labor Relations Act, gives you the right to:
• Help form or join a union.
• Bargain over wages, benefits and working conditions with your employer.
• Talk about the union at work as you would talk about any other subject.
• Distribute union literature in non-work areas, on non-work time (breaks).
• Wear union buttons and insignia at work.

These rights are protected by the federal government, and your employer may not discriminate against you for exercising these rights. It is illegal for your employer to:
• Threaten or coerce you in any way.
• Retaliate against you in any way for union activities.
• Close the facility or threaten, directly or indirectly, to close the facility simply because a union is organized.
• Threaten, directly or indirectly, that you will lose wages, benefits, or working conditions by choosing a union.
• Promise increase in pay or benefits during a campaign if employees vote against the union.
• Spy on your union activities.
• Ask you about your union activities or attitudes.

If you experience any of these labor violations contact your Steward or Labor Representative immediately.

Staffing Committee Updates

POSITION FILLED
The Staffing Committee Co-Chair has been filled by Rachel Beissel!

Thank you Rachel!