Good Samaritan Regional Medical Center (GSRMC)
Bargaining Update #19
Jan. 28, 2020

Why Our ONA Team Recommends a YES Vote

Dear Fellow Bargaining Unit Members,

Our ONA bargaining team and Good Samaritan Regional Medical Center (GSRMC) management have come to a tentative agreement (TA). We are writing to shed light on why our bargaining team agreed to recommend a “YES” vote and to dispel the notion that our team made this agreement under duress. Under no circumstance did our bargaining team accept this TA because we were coerced by GSRMC management. There is no requirement for the bargaining team to support or agree to a contract against our will, nor would we sign off on management’s attempts to do so.

After a lengthy and difficult bargaining process, the bargaining team made a calculated decision that this was the best contract we could secure for the bargaining unit utilizing the leverage we have. We, as a bargaining unit, gain leverage by engaging in concerted activity. We have offered many opportunities to increase our leverage through acts of solidarity and continue to see the same fraction of our bargaining unit show up. Our bargaining team cannot move management with a fraction of the bargaining unit behind us. We need hundreds of nurses to attend meetings and concerted activities - not just the couple dozen reliable few who have carried us to this point.

We started negotiations with nearly one hundred proposed improvements and management seeking a few major takeaways. This TA incorporates the majority of the improvements we initially proposed and does not contain any major takeaways. While some may believe the bargaining team fell short of delivering on our top priorities, we were able to achieve many positive language changes. These changes will have an immediate positive effect and lay the groundwork for us to continue to improve working conditions during this contract period and beyond.

This agreement does not serve to placate management. This agreement does not silence our members or leave our concerns unheard. On the contrary, this agreement preserves our benefits, puts in place new protections for our members and gives nurses a bigger voice in improving conditions at GSRMC. Collective bargaining is one of many tools that organized workers use to advocate for themselves and improve their working conditions. It is not the only tool at our disposal. Our bargaining unit has made many improvements through this collective bargaining process and now it is up to us all, as a union, to build power through concerted action to enforce our rights.

In Solidarity,
Your Bargaining Team
FAQ About Our Tentative Agreement (TA)

What happens if we vote the contract up/down?
If we vote to pass the TA, all new language and wage increases will immediately go into effect, including the 3 percent cost of living adjustment (COLA) and a lump-sum retroactive payment for the ten pay periods prior to ratification. We can begin implementing the new elements we won, including the health insurance advisory committee and inclusion of the Oregon Nurse Staffing Law in the agreement.

If we vote the TA down, we will begin preparations for a strike. The employer could choose to declare impasse and implement their last official proposals (their package proposal from late Nov.) as their “last, best and final” offer. A formal strike vote will be issued, and nurses and their families will need to prepare for a work stoppage of indefinite length.

If we return to the table, can we get something better?
Our team is recommending a yes vote because they feel that they have achieved the best deal possible without a strike. It may take some time for us to return to the mediation table (last time, it took two months for all the parties to sync dates). When we do finally meet again, the things we won in this tentative agreement will go away and must be re-bargained. There is no guarantee that we will end up with something better (or equal to) what we won in this TA.

Returning to the table is not the solution to many of our primary concerns. Labor law dictates what we are allowed to negotiate over and allows employers to refuse to bargain “permissive” subjects of bargaining. Staffing is a permissive subject of bargaining - we cannot negotiate staffing levels unless the employer agrees. ONA has fought and won a staffing law through the legislative process that allows us to negotiate staffing levels through the Staffing Committee. This is another avenue that we have to address these concerns.

Many nurses say they feel disrespected by management because they do not honor our contract language, they target our colleagues who stand up for their rights, and they give preferential treatment to “favorites.” We already have contract language (and laws) that protect against these offenses. It’s our job as nurses and union members to stand together and uphold them.

Why didn’t we get full retro pay in this TA?
Retroactive pay increases are not a guaranteed outcome of the collective bargaining process. We have to bargain them, just like we do everything else. When the employer presented us with their package offer in late Nov. 2019, they told us retro pay would be off the table if we voted the package down.

As we inched closer to a deal, our ONA bargaining team pressed hard on the issue, but the employer was steadfast in their determination to keep their promise of no retroactivity. In the 20th hour of mediation, they finally agreed to ten pay periods of retro pay upon ratification of the agreement. Given the circumstances, our ONA team believes this is a victory.

Our SEIU-represented colleagues encountered similar resistance from the employer during their most recent negotiations, when the employer said retroactivity would be off the table if their package was voted down. Our SEIU colleagues were only able to secure partial retroactive pay in their contract, even after voting overwhelmingly to engage in a strike.

If we vote down this TA, our ONA team cannot guarantee that we would maintain the partial retroactive pay that we won, or that we would receive any retroactive pay at all as part of a final settlement.

What does this TA do to address excessive mandatory call in Surgical Services?
Our bargaining team pushed for a hard numbers cap on mandatory call in the operating room (OR). This would have been a first-of-its kind achievement in the state of Oregon; no other facility has these kinds of hard limits in their contract. There is currently a nationwide shortage of perioperative nurses in the United States, which has made it difficult for many hospitals to attract and retain surgical RNs.

The two sides discussed this issue at length during mediation. The employer told us that they have been trying to fill open OR positions for some time and expressed concern that having a defined limit in the
contract on mandatory call would prevent them from safely staffing the OR in the case of an emergency or shortage. Our team shared that the current expectations are unsustainable and unacceptable, and expressed a need for more protections to ensure nurses do not continue to be utilized in this capacity.

The employer understood our need for boundaries on this issue. While they would not agree to hard limits, they did agree to five major elements that are intended to help to curb the reliance on mandatory call for OR nurses at GSRMC:

- The employer will develop a night shift team for general coverage in the Main OR, reducing the need for call coverage during the week.
- Planned and unplanned absences in the Main OR will now be converted into orphan call if no volunteer is found to cover those shifts.
- We preserved the Letter of Understanding (LOU) for the Main OR, which includes the tiered call pay structure to penalize the hospital when OR nurses are forced to take excessive call. We now have contract language that requires this LOU be maintained and reviewed regularly so it cannot be altered without negotiating. Any violation of this LOU would constitute a violation of the contract.
- If Main OR nurses work an aggregate average of 48 hours per scheduled period for three months or more, the employer will review the need for additional staff with ONA.
- Per Diem nurses who volunteer for call shifts in the OR will now receive credit toward their minimum work requirements for hours worked when called in. This provides Per Diem nurses with some incentive to pick up call shifts.

How can this contract help improve staffing in our facility?

One of the most important things our ONA team won is language stating that the employer will abide by the Oregon Nurse Staffing Law. That’s significant because it means we can now grieve violations of the law, just like we would any other violation of our contract.

For example, under the law, nurses cannot be required to work more than 12 hours in a 24-hour period or 48 hours in a week. So, if call shifts lead to working excessive hours or result in inadequate rest time (i.e., less than 10 hours) between shifts, that shift may be a violation of the staffing law.

ONA has an entire department dedicated to helping nurses enforce the law, including Nurse Practice Consultants (NPCs) who work with unit-based and house-wide staffing committees to develop and pass staffing plans that meet the state’s legal requirements. NPCs also help individual nurses file complaints with the Oregon State Board of Nursing, the Oregon Health
FAQ About Our TA ..... (continued from page 3)

Authority, and other regulatory bodies when the employer violates the law or engages in unsafe practice standards.

ONA will be offering classes on the staffing law and on enforcing your rights in the workplace later this month so that we can all become more educated on our rights together to enforce them.

How does this TA address the two-tiered PTO system?

Originally, the employer came to the table proposing a reduction in the Tier 1 paid time off (PTO) benefit. We fought this off but were unsuccessful in getting the employer to agree to move everyone up to the Tier 1 accrual rate.

Historically, two-tiered benefit systems are notoriously difficult to undo once they’re implemented. Our ONA team worked very hard to improve our PTO system by proposing many creative options which were all ultimately rejected by the employer. The best our ONA team could do was try to expand the number of people who qualify for Tier 1 benefits. We did this by winning language that gives employees credit for all of their years of service within the Samaritan system - even if it was at another facility or in another classification.

Throughout bargaining, the employer continued to state that PTO is a system-wide issue that cannot be altered for GSRMC alone. If we want to take another run at the tiered PTO system, we will need to do so as a broader coalition of unions across the Samaritan System working in coordination together. System-wide changes are achievable but only through an organized, coordinated effort which may take several contract cycles.

How does this TA address the cost and quality of our health insurance?

Until now, our ability to impact the cost of our health insurance benefits has been limited to quibbling over the portion of premiums that we as employees pay. When we limited costs on one end, the employer could turn around and charge us more for copays and deductibles or adjust the quality of our coverage to make that money back.

In other ONA facilities like Oregon Health & Science University and Sacred Heart Medical Center, nurses and other employees participate in health benefits committees that work collaboratively with administration to establish and oversee the quality and cost of health insurance plans. These committees, which were initially established through the collective bargaining process, have expanded their presence and strength with every new contract cycle.

Our new TA establishes a system-wide Health Insurance Advisory Committee at Samaritan, which will finally give nurses and other employees a real opportunity for input and insight into the quality and cost of our health insurance. The language we won establishes a solid foundation for this work and it gives other ONA Samaritan bargaining units and our SEIU-represented coworkers a trail to follow as they go forward with their own contract negotiations. While this isn’t an overnight fix, it represents a major shift in our ability to make significant change going forward.

continued on page 5

Know Your Rights / ONA Steward Training

Four sessions to choose from, all in Corvallis (location TBA):

- Saturday, Feb. 15 (0930 - 1400)
- Saturday, Feb. 22 (0930 - 1400)
- Wednesday, Feb. 26 (0930 - 1400)
- Friday, Feb. 28 (0930 - 1400)

Our contract is only as strong as our ability to enforce it. ONA Stewards help coworkers identify and address violations of our union contract. During this free 4.5 hour training, you will learn about your legal rights in a unionized workplace, grievance and investigatory/disciplinary basics, and how to organize your coworkers to take action around workplace concerns. Space is limited, so sign up soon to ensure a spot!

Register by emailing Aguiar@OregonRN.org.

Oregon Nurses Association | 18765 SW Boones Ferry Road, Suite 200 | Tualatin, OR 97062 | 1-800-634-3552 within Oregon | www.OregonRN.org
FAQ About Our TA ….. (continued from page 4)

We were unable to alter the premium cost-sharing and it remains capped at a 10 percent increase per year. It is important to understand that this is 10 percent of the current premium cost to employees. Currently a full-time nurse pays $192.75 per pay period to have their family on the insurance plan. If the employer increases our premium payments by the maximum 10 percent allowed, in 2021 this nurse will pay $212.03 per pay period and in 2022 this nurse will pay $233.23 per pay period. The average amount our premiums have been increased over the past three years is 6 percent, not the full 10 percent increase allowed by the contract. Under this TA, even if the employer increases our premium amounts the maximum 10 percent they are allowed each year, the average nurse would pay $1,380 more in premiums over the life of the contract while receiving $12,204 in wage increases over the life of the contract.

What would a strike at GSRMC entail?

If nurses vote down this TA, our bargaining team will ask us to prepare for a strike. The first step in this process would be a vote to authorize a strike. A strike vote is only meaningful if nurses are actually willing to stand behind it by walking off the job - so our ONA team expects that anyone who votes NO on this TA will also vote to strike and will participate in a strike by walking off the job and staying off the job for as long as it takes to reach and ratify a new deal.

Being on strike means you do not show up for your regularly scheduled shifts at the hospital. Instead, you will be expected to show up for shifts on the picket line. Picket lines will be running outside the hospital 24 hours a day, 7 days a week, no matter the weather. Our ONA strike fund does not cover lost wages for striking workers, but it does help cover the cost of supplies (picket signs, rain ponchos, food for the picket line, etc.) and there is a needs-based fund that nurses who are facing extreme hardship (i.e., loss of home due to foreclosure) can apply for.

By law, we will be required to provide the employer with a 10-day notice of our strike. That gives them time to divert critical patients, reschedule elective surgeries and hire temporary replacement workers to backfill RN positions. While there is no telling how long a strike will last, it is not uncommon for employers to “lock out” their employees, preventing them from coming back to work until after their contracts with temporary agencies have expired.

You do not accrue benefits while on strike. If a strike were to last long enough, it is possible for employees to lose their health insurance coverage. Loss of insurance due to strike is considered a qualifying event, so nurses may be able to purchase COBRA, gain coverage through a spouse, or purchase coverage on the open market.

If we were to go on strike, what should I do to prepare?

Strikes are very serious and can be very costly - both for the employer and for the affected workers. While our ONA bargaining team wishes to avoid a strike, there are some practical steps nurses can take now to prepare themselves for this unfortunate possibility.

- Save money by picking up extra shifts, cut back on excess spending, hold off on

continued on page 6

Oregon Nurse Staffing Law: Free Trainings for ONA Members

Two sessions to choose from:

- Friday, Feb. 7 (1730-2000)
- Friday, Feb. 28 (1730-2000)

Location TBA (these events will be on campus).

State law gives nurses a voice in creating staffing plans that meet patients’ needs. Attend this informative training to better understand how the Oregon Hospital Nurse Staffing Law empowers direct-care nurses in crafting and approving hospital staffing plans. We will also cover how staffing plans are implemented, how rest periods work, and how to enforce the law when it is being violated. Register by emailing j.kennedy@oregonrn.org.
FAQ About Our TA ..... (continued from page 5)

making contributions to retirement funds, consider taking out a loan, and talk with your family and friends about how they can support you if your income disappears.

• Make a budget. It’s important to know how long you can survive without your income. It’s also important to understand the true cost of being out of work versus the cost of any contract gains you may gain through a strike.

• Talk to your lending institutions about whether it’s possible to defer your mortgage, student loan, or auto payment during a strike. Calculate the cost of any additional interest you’ll pay in your “cost/benefit” analysis.

• Get clear about your reasons for walking. As the strike approaches and wears on, it’s not uncommon for people to have second thoughts. Every worker that crosses the picket line weakens the strike. Being sure of what you’re fighting for and whether it’s achievable helps keep you strong and focused in difficult times.

What if I don’t want to strike, or I cross the picket line?

While there’s no legal requirement for nurses to participate in a strike, crossing the picket line is about the lowest thing you can do to your union siblings - even if you think you have a good reason for doing so. Crossing a picket line weakens the union and renders a strike ineffective by helping the employer maintain “business as usual” in the facility. That’s why people who cross picket lines are often called “scabs” by their coworkers.

While ONA does not condone it, it’s not uncommon for there to be lasting ill-will between workers who do and don’t cross the picket line.

The only way a strike can be effective is if EVERYONE participates, and if nurses commit to staying out for as long as it takes for the employer to settle.

Would a strike help us get a better deal?

It’s impossible to know until we get there. While it’s true that the employer would have lots of incentive to settle a strike, workers also have a lot of incentive to settle - as every day off the job represents lost wages and benefits.

For a good summary of the “pros/cons” of going on strike at a hospital in Oregon, we can look to ONA nurses at OHSU, who struck for 56 days in 2001. Here’s a retrospective of that event: https://www.oregonrn.org/page/508.

Tentative Agreement Q&A Sessions

Wednesday, Jan. 29, 2020
1100 - 1400 in the Cafeteria
1700 -2000 in Starker Conference Room

Wednesday, Feb. 5, 2020
1100 - 1400 in Conference Room A
1700 -2000 in Conference Room A

Members of the ONA bargaining team will be available to answer questions about the redline, ratification vote, and/or the process generally.

The convention’s theme is “Rising Up Together” and will feature sessions on professional development, nursing practice and workplace issues, as well as topics critical to ONA’s strategic plan including equity and inclusion.

Registration is open through May 1, 2020.

www.OregonRN.org