Our next bargaining session is on Monday, April 16.

We will have the assistance of a federal mediator to help us in an attempt to reach a settlement.

To help us prepare come to our next ONA Meeting on April 4 in Conference Room 5 between 4 p.m. and 8:30 p.m. (drop in for 15 minutes or a half hour) give your feedback to our new lead negotiator and our team on what we have accomplished so far and the remaining issues that we need to resolve.

We are especially looking for feedback about how important it is to do something about the lack of dentists in the Delta PPO and the implications of the new “Choose Well” program and what will happen to nurses and other employees who do not achieve 40,000 points and what that means for their HRA and HSA accounts for 2019.

Read the rest of this update for information on what has already been tentatively agreed to for the next contract.
Here are the tentative agreements that we have made in the contract so far. They are referred to as “tentative agreements” because they are not ultimately agreed to until the contract is ratified by a vote of the membership here at Providence Hood River Memorial Hospital.

**DEFINITIONS ARTICLE 1**

We changed Article One by describing a variable shift nurse and the kind of schedule that he or she would have. Specifically, “A Variable Shift Nurse— is a nurse who is full or part time who does not have a master schedule. Variable positions will be defined upon hire. It will be defined as day-variable, night variable, day/evening-variable, or rotating.”

We also change the definition of casual call nurse which will now be called a “per-diem nurse” to match better what is done across the Providence system, and we made it clearer about how per-diem nurses are to meet the four shift a scheduling period requirement. Here is the specific wording.

“A per diem nurse—is a nurse who is on the per diem list and who makes himself or herself available at times when the Hospital needs additional nurses, with a minimum availability of four shifts per month, including weekend shift/call at the same frequency as the regular and part time nurses in the unit, (see Appendices F A 4 and F B 4. To maintain per diem status, a per diem nurse must sign up for at least four (4) unfilled shifts during each four (4) week schedule period. Call shifts will satisfy this requirement. If for any reason a nurse is unable to meet the four (4) shift requirement, they are to notify their manager. Per diem nurses must meet the patient care unit’s education requirement for the year. A nurse may completely opt out of one (1) four (4) week schedule period each calendar year, provided the nurse requests time off in accordance with Article 6.”

**RECOGNITION AND MEMBERSHIP ARTICLE 2**

This article describes which nursing units are part of the bargaining unit and covered by the contract and how membership and dues collection works. We made a minor change to this article clarifying that new member materials are passed out by union members rather than hospital HR staff and that an Oregon Nurses Association (ONA) nurse leader will have a half hour with in the month of a new hire starting to pass out membership materials and orient the nurse to the union.

**SCHEDULE AND OVERTIME ARTICLE 4**

A lot of changes were made to this part of the contract. We clarified that time spent working on education or in a meeting does not drive overtime pay until after 40 hours of work in a work week. We also added language that makes it clear that no nurse can be required to work more than 12 hours in a row without a 10 hour rest period before the next shift in a 24 hour period.

When the schedule is created nurses will be put on the schedule in the follow order “1. Master schedule nurses, 2. Variable schedule nurses, 3 Per diem nurses.” We also clarified that no “pyramiding” of time and one half or double time is permitted.

Break schedules are to be worked out in the unit but must be operational and be approved by the unit manager.

Another clarification we made with regard to a variable shift position makes it clearer that the schedule should not shift or rotate from nights to days and vice versa more often once every thirty days.

We also agreed that the schedule will now be posted two months in advance. “Work schedules will be prepared for two (2) month periods and will be posted by the 10th of the month preceding the scheduling period. Requests for days off are to be input into the electronic timekeeper system to the unit manager or designee by the first day of the month immediately preceding the month in which the schedule is effective. Annual leave requests will be responded to per Article 6. Once the schedule is posted, changes may be made only with mutual agreement of the affected nurse and the Hospital unless it is necessary for the Hospital to adjust the schedule to ensure efficient operations.”

In response to some significant scheduling challenges this past summer, new language was also added about mandatory critical shifts. Specifically, “Mandatory Critical Shifts. Before requiring a nurse to work a mandatory critical shift (defined as a mandated shift that was not assigned to the nurse when the schedule was posted and has the potential to disrupt the operation of the Hospital if not filled), the Hospital will attempt to fill that shift using all other avenues (e.g. open shift offers, share care, agency and nursing leadership). If all other avenues have been exhausted and a critical shift is necessary, the Hospital will notify the nurse of the mandatory critical shift assignment as soon as practicable. Mandatory critical shifts will be filled on a rotating basis starting in reverse seniority order, provided skill mix is maintained. This rotation will include per diem nurses. The Association understands that the Hospital will not...
Bargaining Update. More About What Have We Agreed to So Far

call a nurse to work on a day off without good cause. Mandatory critical shifts will be paid at a ten (10) percent differential and open shift premium in accordance with Appendix A.14. Mandatory critical shifts should not become a pattern or common practice for a unit.”

We also clarified that on low census days, we will be allowed to catch up on health stream, and we clarified the call off order. The call off order is as follows: “(1) nurses receiving open shift incentive pay; (2) volunteers; (3) agency nurses or share care nurses; (4) per diem nurses; (5) short-hour nurses (6) both full-time and part-time nurses.”

HOLIDAYS ARTICLE 5
We retain the six holidays paid at time and a half that we have always had but we clarified that nurses who are on call during a holiday will be paid at the open shift call in pay rate of $11 per hour while waiting to be called in.

SENIORITY and LAYOFF, ARTICLE 12
Some very specific changes were made to the seniority article. “For nurses that are hired in a RN position prior to January 1, 2018 the following applies: Seniority” means length of continuous service (calculated from the first date of employment with the Hospital in any capacity. For purposes of this section only notwithstanding Section 12.01, employment with the Hospital shall include any employment at any Providence Health and Services Facility location in the Columbia Gorge Service Area.”

“For Nurses hired on January 1, 2018 or thereafter, the following applies: Seniority means length of continuous service calculated from hire date into a nursing position (RN, LPN, CNA) with the Hospital at any Providence Health and Services location in the Columbia Gorge Service Area.”

Language was also added that requires the hospital to provide ONA a seniority list within 30 days of the ratification of each contract. The employer will provide an updated seniority list in July and December of each year. The list will incorporate all currently employed nurses in the bargaining unit.

JOB BIDDING ARTICLE 13
Some very specific changes were also made to the job bidding process. Specifically, “Interdepartmental Transfers: Open positions will be offered within the unit first per Appendix D, Section H. The senior nurse who is assigned to or who regularly floats into that unit and who applies for the vacancy will be offered the position provided such nurse has the required skill and ability to perform the position at the time such position is assumed. A candidate will not have received documented verbal warning or greater in the six (6) months preceding the application.”

The new language goes on to further clarify that with regard to interdepartmental transfers; “1. A nurse is encouraged to communicate with their manager regarding a nurse’s desire to move to a different nursing unit within the Hospital. The nurse’s manager will not prohibit a nurse from making or requesting an otherwise permitted transfer, and the provisions of job bidding will apply regarding such transfer requests. 2. If a vacancy is not filled through an interdepartmental transfer, the Hospital will post permanent vacancies online as they occur at least seven (7) calendar days prior to filling each position. If the Hospital elects to post a temporary vacancy, it must be posted at least seven (7) calendar days prior to filling the position. 3. When hiring an internal candidate to a new unit, the Hospital shall offer the job to the most qualified nurse, based on factors including whether the nurse meets both required and preferred qualifications as set forth in the job description, history of job performance, and the nurse’s performance in the select interview process (which will include bargaining unit members). The Hospital and the interview committee will objectively determine the most qualified RN according to the above standards. In the event two (2) or more candidates’ qualifications are substantially equal, the position will be awarded on the basis of seniority. A candidate will not have received documented verbal warning or greater in the six (6) months preceding the application. The same standards are applied to fellowship opportunities.”

GRIEVANCE/ARBITRATION PROCEDURE ARTICLE 18
Other than updating some language around the process and the timelines we added the following: “A nurse who believes that the Hospital has violated provisions of this Agreement is encouraged and expected to discuss the matter with the nurse’s manager before undertaking the following steps”

HOME HEALTH & HOSPICE NURSES APPENDIX C
We clarified that if a home health or hospice nurse is called out to an unscheduled patient visit while on call, that nurse will be paid time and one-half premium with a two-hour minimum. The two-hour minimum applies to each call-out. The time and one-half premium will not be pyramided if the two-hour call call-out periods overlap. If a home health or hospice nurse agrees to take an unscheduled appointment while not on standby, he or
she will be paid at the regular straight-time rate.

We also added language so that any home health or hospice nurse who is required to maintain a Washington State Nursing License will be provided an additional $100 in annual continuing education compensation to help cover the cost of a second license.

**MASTER SCHEDULES APPENDIX D**

We clarified that an alteration to a vacated regular schedule position may be made by the Unit Manager to meet departmental needs and can also be proposed by a nurse or a group of nurses.

We also clarified that if an individual nurse or a group of nurses or the Hospital feels the master schedule on their unit requires alteration, he or she should approach his or her manager and the unit based staffing committee. If the manager and the unit based staffing committee believe the proposed change or changes will best serve the unit’s operational needs then the proposed change or changes will be presented to the unit staff at a staff meeting or through the unit’s primary method of communication.

Changes will be implemented subject to agreement of the Unit Manager and any nurses whose schedule will change, and the majority of the nurses on the unit. Staff will have 14 days from the presentation of the proposed change to signify their agreement or disagreement or forfeit their right to participate in the process. The unit’s staffing committee will sign off on the updated master schedule. A copy will be forwarded to the Hospital Staffing Committee.

It was too hard to reach consensus so we switched to deciding for or against a change based on what a majority of the nurses wanted to do.

**CERTIFICATION APPENDIX E**

We clarified that payment of the reimbursement and the differential happens upon proof of having the certification. We also added four more certifications to the list, Sexual Assault Nurse Examiner, Oncology Certified Nurse, Cardiac Rehabilitation, and Progressive Care.

**WHAT HAS NOT CHANGED**

No changes were made to the sick leave article. It was not even open by the hospital which is a first-time occurrence in bargaining for over a decade. No changes were made or proposed to the leaves of absence article, the funeral leave article or the jury duty article.

No changes were also made or proposed for the management rights article, separability, successors, no strike and lockout, and the letters of agreement about infusion services patient coverage, the task force on health insurance Design, charge nurses, how call would be distributed among surgical services nurses, float pay in the ICU and ACU and which nurses earn it, hiring preferences for other providence nurses, or how health care restructuring will be handled.

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All we have left to figure out is wages, health insurance, access to dentists, the new HRA/HSA incentive, education, vacation scheduling and the term of the agreement. Only seven things — but those seven things are pretty important.

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**2018 Convention and House of Delegates**

**Wednesday, April 18 - Friday, April 20**

The Riverhouse on the Deschutes, Bend, OR