Union Partnership for Advancing Professional Voice, Representation and Quality Care

Oregon Nurses Association
Oregon Federation of Nurses and Health Professionals, AFT/AFL-CIO

I. Purpose and Objectives

A. The Oregon Nurses Association (ONA) is the State’s largest professional association and labor union for registered nurses (RNs), representing RNs in facilities throughout Oregon, including major representational density in the Providence System, as well as a unit of registered nurses at the Kaiser Permanente Interstate Medical Campus. ONA’s commitment to quality and accessible health care for all Oregonians is advanced through comprehensive legislative and regulatory advocacy, strong involvement in nursing education and research, promotion of high practice standards and professional development, community outreach, organizing, and effective workplace and professional representation. ONA enters this Partnership Agreement for the purpose of enhancing the effectiveness and reach of nurse advocacy and representation through the power of cooperation and joint action.

B. The Oregon Federation of Nurses and Health Professionals (OFNHP) is a union and professional service organization representing nurses and health professionals including major representational density in the Kaiser Permanente Northwest Region as well as a unit of registered nurses in Providence Milwaukie Hospital. OFNHP’s commitment to quality and accessible health care for all Oregonians is advanced through comprehensive legislative and regulatory advocacy, promotion and provision of continuing professional education, community outreach, organizing, and effective workplace and professional education. OFNHP enters this Partnership Agreement for the purpose of enhancing the effectiveness and reach of nurse advocacy and representation through the power of cooperation and joint action.

C. Through this Partnership Agreement, ONA and OFNHP agree to explore deepening and expanding our cooperative efforts by involving leaders and members statewide in joint meetings, committees, programs and activities for advancing political and legislative action, membership mobilization, nursing practice issues, continuing education and professional development, occupational safety and health, community outreach, public communications, and workplace advocacy. The parties explicitly pledge as part of this Agreement that they will not engage in any behavior that could be construed as raiding of one another’s bargaining units.

D. An immediate partnership opportunity for advancing the interests of members and the patients we serve involves combining our organizational strength and membership density for building enhanced representational power and advocacy at Providence Milwaukie Hospital and Kaiser Permanente Interstate Medical Campus. ONFHP is the certified bargaining representative for registered nurses at Providence Milwaukie Hospital which is part of a health system in which ONA has achieved significant representational density and an outstanding record of advocacy. ONA is the certified bargaining representative for registered nurses at Kaiser Permanente Interstate Medical Campus part of a system in which OFNHP has achieved significant representational density and an outstanding record of advocacy. Through this Partnership Agreement, the parties seek to make available the services and benefits of full membership in
both organizations to their current respective members at Providence Milwaukie Hospital and Kaiser Permanente Interstate Medical Campus by effecting a joint affiliation of both units with both ONA and OFNHP and their respective state and national organizations listed below.

The organizations with which members of both units will be affiliated are: Oregon Nurses Association, American Nurses Association, Oregon Federation of Nurses and Health Professionals, American Federation of Teachers, AFL-CIO, Oregon AFL-CIO, and NW Oregon Central Labor Council. Toward these ends, the ONA and OFNHP agree to advocate among their respective memberships at Kaiser Permanente Interstate Medical Campus and Providence Milwaukie Hospital to take the necessary steps to effect a joint affiliation of their respective locals according to the principles enumerated in Article II below.

II. Joint Affiliation at Providence Milwaukie Hospital and Kaiser Permanente Interstate Medical Campus

A. Providence Milwaukie Hospital

a. Upon ratification of this Agreement, ONA will immediately assume the responsibility of agent for the successor negotiations at Providence Milwaukie Hospital for the contract expiring May 31, 2011. Likewise, OFNHP will immediately take all steps to enable ONA to be successful as spokesperson, including providing membership contact information to facilitate communication, past negotiation history, copies of all grievance files generated during the term of the expiring Collective Bargaining Agreement, and any survey results, either formal or informal. The parties will together notify Providence Milwaukie Hospital of this arrangement.

b. The parties also agree that joint certification of ONA and OFNHP for the RN unit at Providence Milwaukie Hospital presents a valuable opportunity for combining the strength and density of both organizations to build power and enhance representation and voice for those we represent. Toward that end, OFNHP pledges its best efforts to provide those nurses represented by OFNHP at Providence Milwaukie Hospital the opportunity to schedule a secret ballot vote and ratification, with due notice, by no later than 90 days from the date of this Agreement to amend the recognition certification for the RN unit at Providence Milwaukie Hospital to reflect the joint certification of ONA and OFNHP as the joint bargaining representative for the unit. ONFHP commits to advocating vigorously with the members of the Providence Milwaukie Hospital local to approve amending the recognition certification to include ONA and OFNHP.

c. Upon joint certification, the continuity of incumbent officers, stewards, and officials will remain unaffected except that the local will take good faith steps to bring its governance into compliance with the constitutions, bylaws, and procedures of ONA and OFNHP.

d. Upon joint certification, all members who are jointly represented by ONA and OFNHP shall enjoy the full rights, benefits, and privileges of membership in ONA and OFNHP at the local, state, and national levels in the organizations listed in Section 1.D above on the same basis as all other ONA and OFNHP members. Such rights, benefits, and privileges shall include, but are not limited to:

   i. The right to vote, hold office, and participate in state and national governance bodies and conventions on the same basis as all other members of either and both organizations
ii. The right to participate fully in governance at every organizational level on the same basis as all other members of either and both organizations

iii. Access to local, state and national organizational publications on the basis as all other members of either and both organizations

iv. Eligibility for professional liability coverage on the same basis as all other members of either and both organizations

v. Participation in optional membership insurance, benefit, credit card, mortgage, discount, travel and legal referral programs on the same basis as all other members of either and both organizations

vi. Participation in professional development and continuing education programs on the same basis as all other members of either and both organizations

vii. Coverage under legal defense and militancy funds and programs on the same basis as all other members of either and both organizations

viii. Bonding of officers

ix. Jurisdictional protection under AFL-CIO Article XX and XXI rules and procedures

e. Upon joint certification, ONA will assume the status of lead partner with primary responsibility for collective bargaining and contract administration at Providence Milwaukie Hospital and, as lead Partner would be responsible for the activities which would normally fall to the exclusive representative.

f. OFNHP will provide such supportive representational services as may be jointly determined to be appropriate and helpful.

g. As lead partner for contract administration, ONA will indemnify OFNHP and AFT against complaints or judgments involving Duty of Fair Representation, errors and omissions, wrongful acts and negligence pertaining to representation of the unit. If a member of the Providence Milwaukie bargaining unit should bring suit against ONA and OFNHP, counsel for both organizations agree to cooperate in any joint defense. The costs of legal counsel, court costs, and any judgment issued against ONA and OFNHP would be paid by ONA.

B. Kaiser Permanente Interstate Medical Campus

a. The parties agree that joint certification of ONA and OFNHP for the RN unit at Kaiser Permanente Interstate Medical Campus presents a valuable opportunity for combining the strength and density of both organizations to build power and enhance representation and voice for members of the unit. Toward that end, ONA pledges its best efforts to provide those nurses represented by ONA at Kaiser Permanente Interstate Medical Campus the opportunity to schedule a secret ballot vote and ratification, with due notice, by no later than 120 days from the date of this Agreement to amend the recognition certification for the RN unit at Kaiser Permanente Interstate Medical Office South to reflect the joint certification of ONA and OFNHP as the joint bargaining representative for the unit. ONA commits to advocating vigorously with those they represent at Kaiser Permanente Interstate Medical Campus to approve amending the recognition certification to include ONA and OFNHP.
b. By no later than 120 days after approval of this Agreement, ONA and OFNHP will have met with the leaders of their respective RN units at Kaiser Permanente — individually and jointly — and developed and conducted a plan to reach agreement on issues related to seniority system-wide and within the unit.

c. ONA and OFNHP also commit to create opportunities during this period for leaders and members of Kaiser Permanente Interstate Medical Campus and OFNHP to come together and explore areas of mutual interest in order to create a more effective and well-integrated working relationship.

d. Upon joint certification, the continuity of incumbent officers, stewards and officials will remain unaffected except that the unit will take good faith steps to bring its governance into compliance with the constitutions, bylaws and procedures of ONA and OFNHP.

e. Upon joint certification, all members shall enjoy the full rights, benefits, and privileges of membership in ONA and ONFHP at the local, state, and national levels in the organizations listed in Section 1.D above on the same basis as all other ONA and OFNHP members. Such rights, benefits and privileges shall include, but are not limited to:

i. The right to vote, hold office, and participate in state and national governance bodies and conventions on the same basis as all other members of either and both organizations

ii. The right to participate fully in governance at every organizational level on the same basis as all other members of either and both organizations

iii. Access to local, state and national organizational publications on the basis as all other members of either and both organizations

iv. Eligibility for professional liability coverage on the same basis as all other members of either and both organizations

v. Participation in optional membership insurance, benefit, credit card, mortgage, discount, travel and legal referral programs on the same basis as all other members of either and both organizations

vi. Participation in professional development and continuing education programs on the same basis as all other members of either and both organizations

vii. Coverage under legal defense and militancy funds and programs on the same basis as all other members of either and both organizations

viii. Bonding of officers

ix. Jurisdictional protection under AFL-CIO Article XX and XXI rules and procedures.

f. Upon joint certification OFNHP will assume the status of lead partner with primary responsibility for collective bargaining and contract administration for nurses at Kaiser Permanente Interstate Medical Campus and, as lead partner would be responsible for the activities which would normally fall to the exclusive representative. However, ONA will continue to be a member union within the Coalition of Kaiser Unions and retain all rights and privileges as such, including representation at various levels of the Coalition for Kaiser Unions and the Kaiser Permanente Labor-Management Partnership unless
otherwise agreed to by the parties. Further, the current ONA representative will continue to serve in his capacity as Labor Partner for the KPNW Regional Team and to assist in Coalition and Partnership activities until a time mutually agreed upon.

g. ONA will provide such supportive representational services as may be jointly determined to be appropriate and helpful.

h. ONA will immediately upon certification take all steps to enable OFNHP to be successful as the lead partner for collective bargaining and contract administration including providing membership contact information to facilitate communication, past negotiation history, copies of all grievance files generated during the term of the expiring collective bargaining agreement, and any survey results, either formal or informal. The parties will together notify Kaiser Permanente of this arrangement.

i. As lead partner for contract administration, OFNHP will indemnify ONA against complaints or judgments involving Duty of Fair Representation, errors and omissions, wrongful acts and negligence pertaining to representation of the unit. If a member of the Kaiser Permanente Interstate Medical Campus bargaining unit should bring suit against ONA and OFNHP, counsel for both organizations agree to cooperate in any joint defense. The costs of legal counsel, court courts and any judgment issued against ONA and OFNHP would be paid by OFNHP.

III. Finances

A. The parties recognize the need for mutual accommodation with respect to establishing a reasonable, fair and affordable dues structure that provides the resources adequate for meeting the representation obligations and needs of both units while simultaneously assuring full and continued access to the rights and benefits of members in ONA and OFNHP. The parties recognize that for ease of transition from the effective date of this Agreement through the next full fiscal year for ONA and OFNHP (July 1, 2011 – June 30, 2012), members of the Providence Milwaukie and Kaiser Permanente Interstate Medical Campus units shall pay dues amounts (and agency fees as applicable) calculated on the same formula currently in effect pursuant to the constitution and by-laws of OFNHP for the Providence Milwaukie unit and ONA for the Kaiser Permanente Interstate Medical Campus. The parties further recognize that following this initial period, adjustments to dues rates may be necessary, and agree to meet annually to recalculate dues rates for both units based on changes in organizational constitutions and by-laws or other factors.

B. The total amount of dues and fees collected from the Providence Milwaukie unit and the Kaiser Permanente Interstate Medical Campus unit shall be combined. Per capita payments to Oregon State AFL-CIO and the Northwest Regional Central Labor Council shall be paid from this total. Membership affiliation fees to the Oregon State AFL-CIO and the Northwest Regional Central Labor Council shall be equally split between ONA and OFNHP with each organization paying for half the total number of members from the Providence Milwaukie Hospital unit and the Kaiser Permanente Interstate Medical Campus unit combined and each organization receiving representation rights in the Oregon State AFL-CIO and the Northwest Regional Central Labor Council proportionate with their payments. The remainder of the total amount shall be divided equally between ONA and OFNHP. ONA shall be responsible for payments for members to ANA, other international affiliations if applicable, ONA Local District fees and ONPAC/NUPAC. OFNHP shall be responsible for payment for members to AFT which shall include AFT occupational liability insurance and national AFL-CIO affiliation. Additionally OFNHP shall be
responsible for the cost of Providence Milwaukie bargaining unit negotiation team stipends and expenses up to a maximum of eighteen thousand dollars ($18,000) for the successor negotiation to the contract expiring May 31, 2011.

C. The parties recognize the possibility of membership growth in either or both units and agree to craft a mutually-agreeable formula for equitable distribution of additional income from such membership growth within ninety days from execution of this Agreement.

IV. Approval and Modification

A. This Agreement will become effective immediately upon adoption and execution by the parties following the processes and procedures of their respective governing documents including agreement by the Executive Boards or other leadership structures of the units involved. The parties recognize that the terms and conditions of this Agreement cannot be fully implemented until bargaining unit votes have been completed and the affiliation modification has been affirmatively approved by those represented in both bargaining units.

B. No provision of this Agreement may be modified in any respect except by mutual agreement of the parties in writing.

V. Severability

Should any provision of this Agreement be held invalid by any court in final jurisdiction, such illegally held provision shall be severed from the remainder of the Agreement, and all other provisions shall remain in full force and effect. Upon written request of any of the parties, negotiations shall commence to resolve any difficulties arising from any such severed provision.

VI. Other Matters

Parties agree that they will not use the other’s logos, publications, trademarks, and names without express written authorization. Further, the parties agree that nothing in this Agreement conveys any rights in the other’s logos, publications, trademarks, and names.

VII. Enforcement

This Agreement will be interpreted in accordance with the laws of the State of Oregon. Any disputes concerning the meaning and application of this Agreement, should the good faith efforts of the parties fail to bring about a mutually acceptable satisfactory resolution, will be referred to final and binding arbitration conducted by, and in accordance with the Expedited Rules of, the American Arbitration Association.

VIII. Termination or renewal of Agreement

It is the intent of the parties that the Partnership Agreement be permanent. However, at a specific point after the effective date of the ratification of this Agreement, there will be a 30 day window period during which either party may give to the other party 90 days’ notice of a desire to terminate or modify this Agreement. For the Providence Milwaukie unit, the window period will be at the conclusion of the successor Agreement to the one which expires May 31, 2011. For the Kaiser Permanente Interstate Medical Campus unit, the window period will be five years after the effective date of the ratification of this Agreement. The reasons for the desire to terminate should be given and thoroughly explained, and there should be a good faith effort by both parties to resolve any problems or disagreements. If disagreements cannot be resolved, termination or modification of the Agreement shall result in a vote being taken in the unit that wishes to end their joint membership as part of this Agreement. In the event of a dissolution of the partnership in the
Providence Milwaukie unit, it is the intention of the parties that Providence Milwaukie unit would be affiliated with ONA. Similarly, in the event of a dissolution of the partnership in the Kaiser Permanente unit, by a vote of the unit or of a decision by the parties to this Agreement it is the intention of the parties that the Kaiser Permanente Interstate medical Campus unit would be affiliated with OFNHP. Therefore, under those circumstances OFNHP agrees that it will disclaim any interest in representing the Providence Milwaukie unit, and ONA agrees that it will disclaim any interest in representing the Kaiser Permanente Interstate Medical Campus unit.

Oregon Nurses Association – Paul Goldberg, RN, BSN

Oregon Nurses Association – Julie Shuff, RN

Oregon Federation of Nurses and Health Professionals

Oregon Federation of Nurses and Health Professionals

American Federation of Teachers

American Federation of Teachers

April 5, 2011

Date

April 5, 2011

Date

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Date

Date

Date