



**Oregon
Nurses Make
A Difference**

October 26, 2012

Providence Home Health & Hospice Newsletter

**Oregon Nurses Association (ONA) at
Providence Home Health & Hospice (PHHH)**

ONA Bargaining Team:

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Bargaining Schedule

**November 14
November 28
December 5
December 12**

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NEGOTIATIONS ARE UNDERWAY!

Your ONA bargaining team met with the Providence management team on October 9 and again on October 24. The management team consisted of the following people who work for Providence Home Services: Shaun Matteson, RN, home health director; Jane Brandes, RN, hospice director; Rebecca Van Beek, division director; Cathy Bourgault, human resources director for Providence Health & Services; and Dennis Westlind, Providence's labor relations attorney.

While we are in bargaining at Providence Home Services, there are several other ONA represented Providence facilities who are also

in bargaining at the same time as us. Providence Portland Medical Center, Providence Willamette Falls Medical Center and Providence Seaside Hospital are all in full contract negotiations now.

Providence Hood River Hospital and Providence Milwaukie Hospital are in re-opener negotiations over the health insurance changes.

All six of these facilities also have the right to strike. Providence St Vincent Medical Center and Providence Medford Hospital are not in bargaining, but both of those facilities have filed a grievance over the health insurance changes that Providence wants.

PROVIDENCE PROPOSED MORE TAKE-AWAYS THAN EXPECTED!

While these take-aways for 2013 come on the heels of four years of consistent take-aways to our benefits package, the total amount of take-aways is appalling.

We have suffered significant losses to our retirement benefits and continued cost-shifting of health benefits, and now we have a long list of cuts Providence

wants to make to our contract.

The major things that Providence has proposed take-aways on so far in this round of negotiations are:

- PTO
- Health Benefits
- Overtime
- Bereavement Leave
- Educational Leave
- Extra Shift Differential

YOU CAN USE YOUR EDUCATIONAL BENEFITS PER ARTICLE 13 OF YOUR ONA CONTRACT!

Providence sent out a notification to nurses on October 8 explaining that a decision had been made to be mindful of their stewardship responsibilities regarding education. Along those lines they explained that would affect you in the following ways: all courses would need pre-approval, you are encouraged to wait until 2013 to attend conferences, they implemented a process for review of pressing requests that can't wait, and they will keep you informed of free classes. Then, management sent out a follow up statement stating that:

"...some of you may have interpreted the e-mail sent on October 8 regarding education funds that we will be denying education requests. Please know that we will be approving education funding per the nurses' contract."

ONA wants to make it clear to nurses that management cannot unreasonably deny nurses their contractual rights to educational leave (regardless of these new economic stewardship concerns).

You can utilize your educational leave per the contract (Article 13) and if you encounter any difficulty in utilizing your educational leave please, contact ONA as we can file a grievance if your rights have been violated.

WHERE WE ARE AT IN BARGAINING

Article 1 Recognition and Membership:

ONA proposed to clean up definitions of full-time and part-time RNs. This is to show that RNs who work 12-hour shifts are considered full time if they work 36 hour per week (current language says 40). (Providence said NO.)

Article 2 Equality of Employment Opportunity:

No change

Article 3 PTO:

- Providence proposed cuts to accrual rates that would result in losing one day per year of PTO accrual. (ONA has said NO to this proposed cut).
- ONA proposed language to not require nurses to replace themselves on the schedule once PTO has been approved (to include weekends). (Providence has made some agreement here).

- ONA proposed that management give a written response to PTO requests within two weeks. (Providence has agreed to the two-week response time).
- ONA proposed language that would allow newly hired nurses to use PTO in the event of low census (Providence said NO).
- ONA proposed to add Easter to the list of recognized holidays. (Providence said NO).

Article 4 Extended Illness Time: No change

Article 5 Hours of Work:

- Providence proposed to take away language that allows for nurses to earn overtime after 8 hours in a day.
- ONA proposed language to allow for the combination of breaks (Providence has made some agreement here).
- ONA proposed some clean up to clarify that

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WHERE WE ARE AT IN BARGAINING (continued from page 2)

nurses will not be scheduled to work more than one weekend in every four weeks (Providence said NO).

- ONA proposed to clean up the old language in Section K dealing with working different shifts. This language was put in the contract in 2009 to address a temporary evening shift staffing problem and should be remedied by now. (Providence said NO).

Article 6 Employment Status: No change

Article 7 Leaves of Absence:

- ONA proposed language to allow part time nurses to be covered by Family Medical Leave Act (FLMA)/Oregon Family Leave Act (OFLA). Providence said NO, but proposed some language that allows nurses NOT covered under FMLA/OFLA to be eligible to take up to six months off (not intermittently) for their own serious health condition (employee only, not family members). During this time off Providence will continue health benefits as long as the nurse has paid time off (PTO)/ earned illness time (EIT) to use and nurses utilizing this leave will not be guaranteed reinstatement to the same position.
- Providence proposed to cut bereavement leave by one day for nurses who work 12-hour shifts, making 24 hours the maximum.

Article 8 Health and Welfare:

As was anticipated Providence proposed major changes to the Health Benefits Plan for 2013, and proposed to return to old contract language stating that nurses get the same benefits that all other employees get. This means that ONA wouldn't have the ability to bargain over any changes Providence wants to make to benefits in the future. ONA has not yet made a counterproposal.

Article 9 Pensions: No change

Article 10 Association Business:

ONA Proposed that the ONA bargaining team nurses be paid for the time spent in negotiations. Providence said NO to this. ONA is working on proposals to allow for nurses to donate PTO hours to the bargaining team nurses.

Article 11- No Strike: No change

Article 12 Grievance Procedure: No change

Article 13 Professional Development:

- ONA proposed language to address nurses' concerns regarding evaluations.
- ONA proposed additional education hours to match what Providence St Vincent Medical Center nurses get. (Providence said NO to our request and proposed a take away to the current language on this educational benefit).
- ONA proposed language to ensure that use of the educational leave will not negatively impact nurses' productivity. (Providence has not responded to this yet).
- ONA proposed language to allow for paid time away from patient care duties to complete Healthstreams. (Providence made a counterproposal and we may be close to agreement on this issue).

Article 14 Professional Nursing Care Committee (PNCC):

ONA proposed to increase the committee size from four (current language) to seven nurses (Providence offered to increase to five nurses- no agreement has been reached yet).

Article 15 Seniority:

ONA proposed to extend seniority rights to nurses who have been laid off from six months (current language) to 12 months. (Providence said NO).

Article 16 Reduction in Force:

ONA made A LOT of changes to this article.

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WHERE WE ARE AT IN BARGAINING (continued from page 3)

Please read our opening proposal on our website. If you want a copy, contact ONA and ask to speak to or leave a message for our labor relations representative. We have already experienced layoffs in Access Services. We want a better process that helps a nurse as much as possible to find a job and protect his or her seniority. Providence offers non-union employees a severance if laid off but does not want to grant that benefit to ONA nurses who have to take a layoff. (Providence has said NO to all of our proposals here).

Article 17 Separability: No change

Article 18 Successors: No change

Article 19 Duration & Termination:

ONA would ideally like a three-year contract but has stated that the duration of our next contract will depend on what we can lock in for wages & benefits for each year. (Providence proposed a two-year contract).

Article 20 Nursing Care Delivery: No change

Article 21 Task Force:

ONA proposed to remove the language that stated that Task Force meetings would replace PNCC meetings. (Providence agreed to our proposal and this is our first and only Tentative Agreement so far).

Appendix A:

- Providence proposed for Jan 2013 a 1.2% wage increase across the board and for 2014 a 1.2% wage increase across the board.
- ONA proposed increases in many differentials in our contract and Providence has only proposed to increase evening shift differential by .05 cents and night shift by .10 cents.
- Providence made a proposal to significantly limit the use of the extra shift differential.

Appendix B:

- ONA made proposal to increase the certification & clinical ladder pay as well as add approved certifications to the list.
- ONA proposed a new article to address restructures & relocations as well as recognizing seniority of nurses from other bargaining units.

OPEN ENROLLMENT FOR ONA REPRESENTED NURSES IS DELAYED

No nurse who is represented by the ONA should be going through open enrollment. We don't have agreement on benefits, and those changes might change which plans would be the best option for you and your family.

Please know that you will still have health insurance. You will not be without benefits. Nothing will change with your current benefits until we reach an agreement, even if bargaining goes beyond December 31 — the contract expiration date. Your current benefits will stay in place until we reach an agreement. Providence's human resources (HR) staff here in Portland understands and agrees with this, even though the employees operating the HR Service

Center out of Renton, Washington may be unclear or give out incorrect information. If you have a qualifying event, (i.e., birth of a child, adoption, divorce, un-employment of a spouse, etc.) you can still make a changes in your benefits and enroll your spouse or new child. What you won't be able to do until we reach an agree is enroll in a better benefit plan or re-enroll in a flexible spending account.

We know some of you are upset about this. But we figured you would be more upset if we agree to the changes that Providence wants with out more discussion and education, taking a chance to bargain for improvements, and of course taking a vote as to whether or not to accept the changes.