

# Bargaining Update



*Samaritan Lebanon Community Hospital (SLCH)*

October 17, 2011

## NEUTRAL TENTATIVE AGREEMENT REACHED: ONA Team Remains Neutral

After many hours in mediation on October 13, the Oregon Nurses Association (ONA) team has tentatively agreed to a neutral recommended settlement with Samaritan Lebanon Community Hospital (SLCH) management. While this agreement represents the best deal possible in the current circumstances, the ONA team has chosen to remain neutral on recommendation of the contract to nurses because the employer would not agree to any improvements in Fair Share.

Fair share is a provision in a contract that requires nurses who choose not to become full ONA members to cover the cost of their representation by ONA. For the vast majority of nurses in this hospital who already pay their dues and support our union by being full-fledged members, this would have brought fairness to the current system.

From the beginning, fair share was a key area of importance for the ONA team and to nurses in this hospital. Since it is not addressed in this Tentative Agreement, our team is unable to agree to a full recommendation. The ONA team attempted several times in bargaining to find a mutually agreeable solution to this conflict, even offering to "grandfather-in" or exempt current nurses from becoming fair share members. Still, the employer refused to move on this issue.

As ONA bargaining team members, we have spent the past few months going back and forth with SLCH management over this contract. If you recall, the two sides came to this process with very different ideas about what a fair agreement should look like (see inside table for details).

From the beginning, ONA brought forth a slate of proposals aimed at bringing more fairness and transparency to how nurses are treated and compensated hospital-wide. In response, the employer proposed a slate of regressive changes, including a zero percent cost-of-living adjustment, 30 percent increase our portion of the health insurance premiums, and no changes to the two-tiered system for new hires.

In the months we've been at the table, nurses like you have stepped up repeatedly to support our effort and demonstrate our collective strength as a union to management:

- You participated in ONA surveys about important issues related to bargaining. Your feedback directly influenced what we fought for in this contract.
- You shared your thoughts and feedback with the bargaining team during meetings and forums.
- You came to observe our bargaining sessions, often bringing treats and words of support for the ONA team.

While we didn't win everything we originally set out for, this Neutral Tentative Agreement represents what we feel is "the best we can do" without (continued on page 4)

## Summary of Contract Articles Addressed in the New Tentative Agreement

<b>Article</b>	<b>Title</b>	<b>Where We Started</b>	<b>What We Ended Up With</b>	<b>Why it's a Win for Nurses</b>
2	<b>Association Membership</b>	ONA proposed that all nurses pay a fair share fee for the cost of bargaining & enforcing our collective bargaining agreement	No movement from the employer to make this a fair proposal. The employer still remains hardline on this issue.	We are able to keep current language. ONA team will continue to propose this language in future bargaining.
5	<b>Association Rights</b>	ONA proposed that grievance officers will be paid for the time they spend representing a nurse during investigatory and discipline meetings.	The employer agreed with this proposal.	A strong win for nurses. Your grievance officers will be paid for coming in and supporting nurses during investigatory and disciplinary meetings.
7	<b>Hours of Work, Scheduling &amp; Staffing</b>	Employer wants to be able to have preceptors with a student and not be canceled.	ONA team agreed to: nurses working a regularly scheduled shift by rotation (nurses working as a preceptor with a student may be placed in rotation provided there is another available preceptor).	This should help with nurses being canceled or low census, while having an increase in student nurses.
9	<b>Holidays</b>	Nurses who work extra shift on Christmas Day/Eve, New Years and Thanksgiving will be paid two times the straight time rate.	What ONA had proposed.	Should the hospital run short on a holiday and needs additional help, the nurse will now be paid two times the straight time rate.
10	<b>Paid Time Off</b>	Employer had ask us to help with clearing up the language on requested time off and scheduling major time off, such as spring break, Thanksgiving and Christmas.	Language reflects more of the current practice. In addition, nurses will be notified 10 weeks prior to spring break, Thanksgiving, Christmas Day/Eve and New Years, if the time is granted off.	Clearer language so all nurses have the opportunity to request time off. Nurses will be able to rescind scheduled PTO prior to the date of the schedule.

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12	<b>Professional Development</b>	Education Fund proposed at \$30,000	<p>Education Fund will be \$28,000, moving to a calendar year, instead of a fiscal year.</p> <p>Mandatory SHS education must be done either online or at any SHS facility. If a nurse chooses to complete as SHS offered mandatory competency outside SHS, PNCC monies will apply.</p>	<p>Moving to a calendar year, will be more helpful in tracking, as well as knowing exactly where our fund balance is at all times.</p> <p>The new proposal is a win, as the employer original wanted to limit the time nurses would be paid for mandatory education done online or in the SHS facility.</p>
17	<b>Grievance Procedure</b>	Make all levels of the grievance process 14 days.	Nurses will now have 14 days to file and move a grievance forward.	All levels are now the same. Just remember: 14 days.
18	<b>Health and Welfare</b>	We proposed keeping the caps the same, and ending the two tier levels for insurance premiums.	Insurance Caps remaining at 12%. No movement on the two tier system.	The employer had proposed a much higher cap for all current employees. The current cap of 12% will remain.
21	<b>Duration</b>	Two-year agreement	Two-year agreement	Two-year agreement
22	<b>Appendix A</b>	Employer proposed 0% wage increase and no changes to any differentials.	<p>2% July 1, 2011- Retroactive (if the contract is voted by October 28, 2011)</p> <p>2% July 1, 2012</p> <p>Night Shift Differential increase of \$.10</p> <p>Per Diem increase of \$1.00</p> <p>New Hires/Transfer language same as GSRMC.</p>	<p>This wage proposal will put SLCH nurses for the first time only .5% behind GSRMC. The wage increase is reflective to the system other ONA contracts.</p> <p>Differentials are being increased slightly to help recruit and retain per-diem nurses, and night shift Nurses.</p>
24	<b>Appendix C</b>	CPEN added to certifications	CPEN added	CPEN added to specialty certifications.

## ONA Nurse Bargaining Team

**Nancy McPherson**  
Bargaining Unit Chair  
ENDO

**Louise Franklin**  
ICU

**Lisa Brown**  
Women's Center

**Susan Greenup**  
OR

**Tina Colwell**  
Women's Center

### **Absentee Ballots:**

**Will be available on Thursday, October 20, 2011. Please obtain one from Nancy McPherson, Susan Greenup or Tina Colwell.**

ONA Labor Relations  
Representative  
Christine Hauck  
503-763-3584  
[hauck@oregonrn.org](mailto:hauck@oregonrn.org)

## Tentative Agreement *(continued from page 1)*

significantly more militant supportive action from nurses throughout the hospital. Taken as a whole (and fair share issue aside), we think this agreement is solid, and we encourage nurses to consider the information provided on the inside table before casting a vote.

In preparation for the ratification vote, the ONA team will be hosting a series of informational meetings for nurses to come learn and ask questions about the new Tentative Agreement and how it impacts RNs at SLCH. Red-line copies of the document will be available to view at these meetings. All ONA-represented nurses are encouraged to attend, though only full-fledged members are allowed to vote on the contract (according to our bylaws).

Once we've held informational meetings, we will be conducting a secret ballot election for ONA members to vote on whether to approve our new contract or return to the bargaining table and engage in more militant supportive action.

If you are unsure of your membership status, see the info below about how to become a member before our ratification vote.

## Informational Meetings

**Date: October 24, 2011**

**Time: 7:00 am to 4:00 pm**

**Location: Conference Room A**

*Come by to hear the ONA team's thoughts on the new Tentative Agreement & get your questions answered.*

## Ratification Vote

**Date: October 27, 2011**

**Time: 7:00 am to 5:00 pm**

**Location: Conference Room D**

According to our union bylaws, only ONA members in good standing may vote on the contract. If you are unsure of your membership status, please call Laura or Chris at ONA's Member Services Department at: 800-634-3552.