WE REACHED A TENTATIVE AGREEMENT!

Oregon Nurses Association (ONA) and the State have reached a recommended tentative agreement. The tentative agreement (TA) accomplished a number of things raised by you, such as, restoring step increases, securing a modest cost-of-living increase, eliminating forced furloughs, and preserving healthcare and retirement benefits.

Other issues were not accomplished, such as, getting the State to pay the educational costs for BMRC nurses that will be laid-off when that facility closes at the end of the year. While that issue was not resolved, other benefits will be directed towards BMRC nurses to help them with the transition, including providing an option to extend their medical benefits after termination, and providing those nurses with leave time for job interviews.

If you are an ONA member, we have enclosed a ballot that needs to be returned to the ONA office by end of business on September 24 to be counted. A yes vote means that you want to ratify the agreement. A no vote indicates that you do not want to ratify the agreement and want your negotiation team to return to the table to continue negotiations.

Below is a summary of the most significant tentative agreements reached. Some editorial changes have not been included in this summary. You can also view a draft of the tentative agreement on ONA’s website www.OregonRN.org, and select State of Oregon under Find Your Bargaining Unit.

Please note:

- Struck through language is old language that we are proposing be deleted.
- Underlined language is new language we are proposing be added to the contract.

**Summary of the Most Significant Tentative Agreements**

**Article 11.5.a.2** - added Outreach Nurses so they could have their own nurse representative.

**Article 12 - SOCP**, Outreach, BMRC and Pendleton Cottage each can have one representative on the negotiation team that gets paid. Other employees can still attend, but would be unpaid.

**Article 13.10.b** - changed language to, “For purposes of this Section, the weekend begins with the night shift on Friday and ends forty-eight (48) consecutive hours later runs through the end of the swing shift on Sunday” because some units do not have a swing shift.

**Article 15.4.d** - language was amended to read:

> Should the Agency be unable to find other registered nurses or other qualified employees to work the unfilled hours or shifts the Agency may require an employee to work one (1) hour beyond the employee’s shift the employee was scheduled to work, or the shift the employee agreed to work upon shift (agreed-upon-shift-equal-eight

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Summary of the Most Significant TAs

(Continued from Page 1)

(8) hours or more), if:

A staff vacancy for the next shift becomes known at the end of the current shift without time for the Agency to find replacement staff pursuant to the list above; or

There is a potential harm to an assigned patient if the employee leaves the assignment or transfers care to another.

Article 15.6 - language was amended to read:

When an employee is required or volunteers to work sixteen (16) or more hours in any twenty-four (24) hour period, the employee shall be permitted to not work or be on-call for the next eight (8) hours, even if scheduled to work. When an employee is required to work sixteen (16) or more hours in any twenty-four (24) hour period, the employee shall be permitted not to work or be on-call for the next twelve (12) hours, even if scheduled to work. It is, of course, recognized that bona fide emergencies may exist that would preclude granting the time off. Such instances will, however, be held to a minimum and only genuine emergencies will prevent the allowance of such time.

Article 18 - effective December 1, 2013, all salary rates on the December 1, 2013 salary schedule will be increased by 1.5%, to be paid January 2014. Effective December 1, 2014, all salary rates will be increased by 2.0%, to be paid on January 1, 2015.

Article 22.1.a.1-3 - currently you get paid a differential if you work at least one-half of your scheduled hours on a particular shift. You then get paid the differential for all the hours worked. This language caused some nurses to get denied the differential when the hours worked in the additional shift were the result of overtime (as opposed to scheduling). ONA proposed and the State agreed that you get paid the shift or weekend differential for all hours worked on that shift or weekend. It also prevents the employer from gaming the system by scheduling nurses to straddle two shifts, to prevent the nurse from being paid a differential (or only being paid the differential that is of less amount).

So if you work eight hours on the day shift and one hour on the evening shift, you will get paid one hour of evening shift differential. Likewise, if you work four hours of evening, and four hours of night, you will get four hours of evening-shift differential and four hours of night-shift differential.

Article 25 - eliminated language limiting step increases. Will now get step increase on your eligibility date.

Article 38.1.a-b - increased the number of days a job needs to be posted from five to seven.

Article 40.3.e - clarified that a nurse cannot be displaced by an agency or traveler nurse.

Article 43.6 - increased number of vacation hour you can accumulate from 325 hours to 350 hours.

Article 50.1 - the State agreed that the contract allows nurses to cash out accrued compensatory time—hours accrued can be paid in cash at the employee’s request, payments will happen no more than once per month, and compensatory time earned in the current month is not eligible for cash out.

Article 50.2.b - new language that reads:

Each Agency, with a vote of the majority of nurses, may elect to have vacation requests being submitted during two (2) one month periods. Such election may occur only once per contract cycle. Requests for time occurring September through February need to be submitted between May 1 and June 1. Requests for time occurring March through August need to be submitted between November 1 and December 1. Management has thirty (30) days to respond. Employees may exercise their right of seniority only once in each two (2)-year period.

* * * *

Each Agency, with a vote of the majority of nurses, may elect to have vacation requests being submitted during two (2) one month periods. Such election may occur only once per contract cycle. Requests for time occurring September through February need to be submitted between May 1 and June 1. Requests for time occurring March through August need to be submitted between November 1 and December 1. Management has thirty (30) days to respond. Employees may exercise their right of seniority only once in each two (2)-year period.

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**Article 51.1.a** - clarified that the maximum amount of compensatory time a nurse can cash-out upon termination is 120 hours and the maximum about of vacation time a nurse can cash-out is 250 hours. This is currently the State’s practice.

**Article 54.2** - is amended to read: 

*Plan years 2013-2015.* For the period from January 1, 2013 through December 31, 2015, the State will pay 95% and employees will pay 5% of the monthly premium rate for health, dental, vision and basic life insurance as determined by PEBB.

**Exception for Plan Year 2015.** When a full time employee enrolls in the least expensive PEBB health plan available to the employee, the Employer shall pay 97% of the monthly premium for health, dental vision and basic life insurance as determined by PEBB and the employee shall pay the remaining 3%. This section of the article shall become operational only when 95% of employees statewide have at least 2 plan options. For every 1.6% that the 2015 PEBB projected composite rate is below the projected 5% increase for Plan Year 2015, the 2% across the board pay increase will be paid 1 month earlier than December 1, 2014 increase.

**Article 66.1.a and 66.2** - reduced the number of years the State could go after a nurse for an overpayment from three to two years. Gave nurses the right to go back two years to seek underpayments.

**Article 67.1** - amended language to require the State to give ONA notice and opportunity to bargain if it plans to contract out bargaining unit work.

**Appendix B** - language amended to read: 

*For Plan year 2013, the State will pay 95% of the part-time subsidy as determined by PEBB, for eligible employees who participate in the part-time plan and employees shall pay the remaining 5%.*

Effective Plan years 2014 and 2015, the employer will pay a part-time subsidy up to the following amounts, based on the employee’s coverage tier:

- **Employee only**: $346.25
- **Employee & Partner**: $452.34
- **Employee & children**: $395.94
- **Employee & family**: $460.52

If an employee changes from one tier to another or changes plans under PEBB rules, the employee’s out-of-pocket premium costs will be adjusted to reflect the appropriate plan year’s out-of-pocket premium costs for the employee’s new tier.

**Appendix C** - letter of agreement to conditionally extend medical benefits to BMRC nurses that are facing layoffs: 

*This letter of agreement is entered into between the Oregon Nurses Association and the State of Oregon by and through the Labor Relations Unit of the Department of Administrative Services, on behalf of the Blue Mountain Recovery Center (BMRC).*

In the event the BMRC is closed and employees are laid off, the Oregon Health Authority will pay the agreed employer payment amount per Article 54 for laid off employees as follows:

- The duration of the payments shall be for a period not to exceed 6 months from the date the employee is laid off.
- The payments shall be the amount listed for employee-only health insurance coverage in Article 54 and Appendix B of the ONA collective bargaining agreement.
Appendix C—continued

To be eligible to receive such payments, the employee shall not have filed for nor received unemployment insurance benefits. Should a laid off employee initially qualify for the insurance payment, but subsequently apply for and receive unemployment insurance benefits, he/she shall immediately be disqualified for receiving additional insurance payments. Any unauthorized payments shall be recovered from the laid off employee.

Employees laid off from the BMRC who are employed by the State of Oregon in the same or another agency are ineligible to receive such insurance payments.

Employees laid off from the BMRC and employed by another city or County, the States of Washington or Idaho or by the Federal Government shall be disqualified from receiving such insurance payments.

This letter of Agreement shall expire on June 30, 2015, or on the payment of the last insurance premium, whichever comes first.

Appendix D - letter of agreement to give BMRC nurses facing layoff additional time for job interviews:

This Letter of Agreement is entered into between the ONA and the State of Oregon by and through the Labor Relations Unit of the Department of Administrative Services, on behalf of the Blue Mountain Recovery Center (BMRC).

In the event the BMRC is closed and employees are laid off, the Oregon Health Authority (OHA) and ONA agree as follows:

1. If the OHA announces the closure of the BMRC during the 2013-2015 biennium, both regular status and trial service employees who meet the minimum qualifications of recruiting announcements for other OHA facilities and who make application by the means identified in the announcement shall be granted an interview for such recruitments.

2. BMRC employees scheduled for interview under No. 1 above shall be granted up to 8 hours of interview leave for such interview, it is scheduled during time in conflict with the employee’s work schedule. If the employee’s normal work schedule exceeds 8 hours, the employee may take appropriate paid leave for the remaining hours, or, if necessary, leave without pay. However, for interviews taking place within the Pendleton/Hermiston area, an appropriate amount of leave shall be granted. Employees and managers should schedule such interviews to minimize both the disruption of work schedules and the need for institutional overtime.

3. The employer shall incur no travel expenses for such interviews.

4. The employer shall incur neither overtime costs nor accrual of compensatory time for such interviews.

5. This Letter of Agreement shall become effective on the effective date of the collective bargaining agreement or the date of the last signature below, whichever comes later. This Letter of Agreement shall sunset on June 15, 2015.