We met with Providence Home Health and Hospice administration on Feb. 14, 2019 for our sixth bargaining session. We wore our “Work Safe, Not Sick” and “Time to Care” stickers. This action of solidarity had an impact in our negotiations.

We began our day with responding to management’s proposed extended illness time (EIT) takeaway by giving them a package proposal that said NO to their changes, which would have also have a negative impact on paid time off (PTO) for most nurses.

This was our package proposal:

**Article 3 - Paid Time Off**

Current contract language with the exception of H 6: The schedule of holiday assignments for the following year will be posted by Aug. 1. The holiday calendar year will be considered to be Jan. 2 - Jan. 1. Home Health and Hospice will rotate holidays so that a nurse will not be required to work the same holiday two consecutive years or more than two holidays in a calendar year. Schedulers/supervisors will request input from the nurses in creating the holiday schedule, and will post the holiday schedule.

**Article 4 - Extended Illness Time**

Current contract language.

**Article 7 - Leaves of Absence**

Current contract language with the exception of:

**B. Family Medical Leave and Oregon Family Leave: Parental, and family medical, and workers’ compensation leaves of absence will be granted in accordance with applicable law. Home Health and Hospice will permit a nurse who is approved for a leave under the Oregon Family Leave Act (“OFLA”) to use accrued EIT, prior to PTO, to care for him/herself or qualifying family members, as outlined in the provisions of OFLA.**

(continued on page 2)
C. Regardless of eligibility for leave under FMLA or OFLA, nurses who have completed the first six months of employment are eligible for up to six months of leave to care for their own serious health condition. Such leave will be available on an intermittent basis, provided that a medical note supports this leave. Time taken under FMLA or OFLA will count toward the six-month maximum. Benefits continue as required under FMLA, or as long as the nurse is using PTO or EIT. Nurses are not guaranteed reinstatement while on non-FMLA or OFLA medical leave to the same position except (a) as required by law or (b) as stated in Sections I and J below.

Later in the day, we made our second proposals on our letter of agreement on productivity and Article 5 - Hours of Work. Here are the core items we are asking for:

Productivity

We kept all of the same language from our 11.26.18 proposal but added this underlined language:

1. Preceptorship/supervision of LPNs and bathing aides
   • Waive the preceptor’s productivity for days performing preceptor work/supervision of other employees.
2. Case Management
   • Case management is not included in productivity.
3. Meal periods and rest periods will not count against a nurse’s productivity.

Hours of Work

• Any individually scheduled agreement will be vetted with a union officer or labor representative before it can be considered.

• A clean up of language for overtime after 36 hours. While we have agreed to the same language as the employer, management has said they want to have a productivity discussion regarding this.

• We agreed to management’s “All time spent performing work is to be done on paid time;” however, we said we want to have a productivity discussion about this item.

• Regarding rotating shifts, we proposed that the start time can vary by three hours (contract currently says six hours). We did agree on this language: “Variable shifts cannot be changed without at least 24 hours notice prior to the nurse’s shift start or with the nurse’s expressed consent.”

• We kept our proposed “variable assignments” language from our 11.26.18 proposal.

• We kept our proposed “no involuntary reduction of hours” language from our 11.26.18 proposal.

• We kept our proposed added language to the caseload section from our 11.26.18 proposal.

Providence’s attorney asked for a mediator to come in at the end of the session. This means that a neutral mediator from the Federal Mediation and Conciliation Service (FMCS) would help us settle the contract. We agreed and were able to secure a mediator for our negotiation session on March 6. According to FMCS rules, observers are not allowed to participate. Please contact us if you have questions.

At the end of the day, we held a PNCC meeting with administration where we began outlining what should be in a “workload/communication tool” for productivity. From this list, the PNCC ONA members will finalize the tool and then send it back to administration for approval.

QUESTIONS ABOUT BARGAINING?

Please come to our bargaining unit meeting tonight!

Wednesday, Feb. 20, 2019
4 - 8 p.m.
ONA Office
18765 SW Boones Ferry Road, Suite 200
Tualatin, OR 97062

A light dinner will be provided.