The ONA/Providence Home Health & Hospice and Providence Home Care Services (PHCS) bargaining teams met on January 26 and February 9 to continue negotiations for a successor to our 2015-16 contract, which expired at the end of last year. The provisions of the 2015-16 Contract remain in effect while the parties are in negotiations.

While many minor issues regarding our contract new have been resolved, several key areas of disagreement keep the parties coming back to the table. For a look at the status of all of the proposals, see the ONA/PHHH Proposal Tracking Form on your ONA/PHHH webpage. To provide input to the bargaining team on any of the proposals, contact gieryn@oregonrn.org.

Key Areas of Disagreement

- Health Insurance
- Wages
- Extra Shift Incentive Pay
- Variability of Shift Hours
- Caseload Limits for Nurses

Health Insurance Benefits

Providence has not proposed any changes to our health insurance benefits, but they continue to insist that details about our health insurance benefits should not be included in our next contract. Their position is that they are willing to commit to continuing to offer ONA nurses the same benefits that they offer other PHCS employees. However, they want to have the freedom to adjust those benefits without having to negotiate with us. They have flatly rejected our proposal to improve the health benefits by increasing the amount they contribute to our health care savings or health care reimbursement accounts.

The details of your health benefits are currently defined in Appendix C of the current contract and cover terms and conditions such as premiums charged to nurses, the deductible, co-insurance, and copay amounts that nurses must pay when using the health and prescription drug plans, as well as amounts contributed by PHCS to our health savings and health reimbursement accounts, the coordination of benefits, and dental...

(Continued on page 2)
and vision benefits and costs. PHCS is proposing to take Appendix C out of the contract.

While the premiums charged to ONA nurses have remained very reasonable, the out-of-pocket costs (OOP), such as deductibles, co-insurance, and copays, have been very significant. The maximum annual co-insurance for nurses covering dependents is currently $6,600 under the Health Reimbursement Medical Plan (HRMP) and $6,600 under the Health Savings Medical Plan (HSMP).

Providence has also proposed eliminating the Memorandum of Understanding (MOU) on Medical Insurance Benefits that has been a part of our contract since 2013. That MOU guarantees for the life of the contract that there will be no changes to the medical plans and benefits that were adopted in 2013. We renewed that agreement in 2015, but Providence has proposed removing it from the next contract.

**Economics**

We're still a ways apart on annual wage increase for nurses. We most recently proposed a 4% increase effective 1/1/17 and a 3.25% increase effective 1/1/18. PHCS' most recent proposal calls for a 1.75% increase effective 1/1/17 and a 1.25% increase effective 1/1/18.

Nurses at Providence Newberg achieved a first contract with Providence in April of 2016. Providence settled 2017 and

2018 wages with their Newberg nurses last April. The new Newberg contract calls for 2.5% increases in 2017 and 2018.

Providence has also agreed to a 2.5% increase in 2017 for nurses at St. Vincent Medical Center. Nurses at Providence Portland Medical Center are currently in negotiations for 2017 and 2018.

Increases to several differentials are being discussed. Here’s where the parties stand so far on differentials:

<table>
<thead>
<tr>
<th>Differential</th>
<th>Proposed ONA</th>
<th>Proposed PHCS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evening Shift</td>
<td>$0.15</td>
<td>$0.10</td>
</tr>
<tr>
<td>Night Shift</td>
<td>$0.20</td>
<td>$0.10</td>
</tr>
<tr>
<td>Weekend</td>
<td>$0.10</td>
<td>no increase</td>
</tr>
<tr>
<td>Preceptor</td>
<td>$0.45</td>
<td>$0.20</td>
</tr>
<tr>
<td>Certification</td>
<td>$0.20</td>
<td>no increase</td>
</tr>
</tbody>
</table>

**Extra-Shift Differential**

We informed PHCS at the beginning of negotiations that the payment of the extra shift differential under Appendix A, Section M should be automatic under the current language. Although some departments have not been paying the differential unless the shift is specifically designated as an incentive shift in advance, we intended to enforce the current language which provides the differential whenever a nurse works an extra shift above their FTE.

Management responded by proposing to remove extra shift differential from the contract completely. Currently, they insist that an incentive differential should only be paid when they have designated a specific shift as incentive in advance. In addition, they don’t want to ever pay shift differential and overtime simultaneously, so full-time nurses who pick up extra shifts would not earn shift differential if they are also earning overtime for the same hours. The same would apply for part-time nurses who agree to work an extra shift immediately following their regular shift, because that shift would already be paid at the overtime rate. One positive aspect of PHCS’ proposal is that the extra shift differential would rise, from $18.00/hr. ($19.00/hr. on weekends) to time and one-half of the nurse’s base wage.

Extra shift pay is used to encourage nurses to pick up additional shifts in addition to their normal hours to maintain census and quality care. We are concerned that with PHCS’ proposal, many vacant shifts just won’t get filled and the impact will fall on our patients, who deserve timely care from nurses who are not overburdened with double duty due to short staffing.

**Variability of Working Hours**

Our contract currently prevents PHCS from requiring nurses to work different shifts except by mutual agreement, in an
emergency, or to attend an educational program. The problem we’re having is that PHCS has been using a work-around: they are posting most positions as “variable” and requiring new nurses to voluntarily agree to work different shifts if they want the position.

To address this and the physical toll that working different shifts has on nurses, we’ve proposed that the start time of nurses who are hired into variable shift positions may only vary by three hours in either direction. That means that a nurse hired to work a variable position would have a normal set start time around which they could be scheduled to start three hours in either direction. For example, with a normal 8:00 a.m. start time a nurse could be scheduled to start no earlier than 5:00 a.m. and no later than 11:00 a.m. Once hired, the nurse could then voluntarily agree to work any hours they choose beyond the required parameters. The scheduling notice requirements would still apply so that the nurse would know well in advance what their start times are for the scheduling period.

**Caseload Limits for Nurses**

We also proposed caseload limits as shown below. The limits would be prorated for FTE. Patients outside of a nurse’s territory would count double. Caseloads would also be adjusted for acuity and prorated for FTE.

- Home Health Nurse – 22 patients,
- Hospice Nurse – 12 patients,
- Mental Health Nurse – 21 patients,
- Palliative Care Nurse – 15 patients.

Unfortunately, Providence doesn’t want to commit to any particular number of patients as a limit. They feel that managers have been sympathetic to nurses’ concerns about their caseloads, so there’s no need for a set limit. They feel that in certain situations – like when all the patients are in the same facility – a higher caseload can be absorbed. They also told us that some nurses might be concerned about a lack of work and getting sent home on low census.

We don’t disagree with any of these basic points. However, we still feel strongly that there must be guidelines that nurses and managers can use as a starting point to initiate a discussion and possible action to reduce patient load when a nurse is not able to give patients all the time that they deserve.

The language we’ve drafted does not set hard limits. Under our proposal, nurses with caseloads exceeding the above amounts, or who are experiencing difficulty meeting patient care needs due to the number of patients, the acuity or complexity of the patients, the amount of paperwork, or the travel time involved, would inform their supervisor. The supervisor would then work collaboratively with the nurse to assure that the nurse is able to provide quality care to all of the nurse’s patients, potentially including reassignment of patients and/or temporary limits on new patient assignments.
Working Every Weekend?

If you were asked by PHCS to work at least 16 hours every weekend and you agreed, you should be earning an extra $10.00 per hour (please see Appendix A, Section L(1)).

However, if for some reason you wanted to work every weekend, and you made that request of PHCS, the $10.00 differential does not apply.

If you are concerned that this Section of the contract has not been applied fairly to you, please let us know.

2017 ONA Statewide Elections

The ONA 2017 Statewide Elections slate of candidates has been finalized. We are proud to have received strong interest from members who want to take an active leadership role within our organization and have several contested races.

Voting is open and every ONA member is encouraged to let your voice be heard by casting your ballot.

Each ONA member will be sent a unique login and password from our election service provider, Election-America, specific to the 2017 ONA Elections (NOT the same as your ONA website login). ONA members will receive the information either by email if we have a valid email address or by postal service mail if we do not have an email for you.

If you have received your unique voting login and password, visit www.OregonRN.org to see the candidate slate and vote today.

If you do not receive your login credentials either by email or postal mail, please contact Election-America at Help+ONA@election-america.com.

OregonRN.org/2017Election