After approximately 14 bargaining/mediation sessions starting in October 2017, our Pacific Northwest Hospital Medicine Association (PNWHMA) bargaining team reached tentative agreement on a new, three-year contract with Peace Health Administration. We believe we have achieved the best outcome possible under the circumstances. Highlights of the tentative agreement include:

- A 9 percent, across-the-board wage increase over the term of the contract (3/3/3).
- Increases to the Designated Extra Shift Compensation.

During our negotiations, Peace Health administration made it clear that they were unwilling to retain the language that prohibited outsourcing that had been in our initial contract. It became apparent that continuing the public campaign and solidarity action was not going to move them to change their position. Given this reality, your team made the rational choice to come to an agreement rather than have the administration impose one upon the bargaining unit by declaring impasse.

Disagreement over Article 15, the Memorandum of Understanding (MOU) regarding contracting out (which was in our previous agreement), was a sticking point in these negotiations that we were unable to overcome. While PeaceHealth administration has insisted that they have no plans to contract out hospitalist services at our facility, they were unwilling to maintain language to that extent in our new agreement.

This issue was one that prompted many of us to take collective action; writing letters to administration, engaging in displays of solidarity and making a public appeal to our community in the form of advertisements in the Register Guard. However, the employer was not swayed by these actions and has showed no signs of backing down. We have received feedback from many of you that this is not an issue we want to hold up our entire agreement over, nor is it one that a majority of you were willing to strike over. Thus, our team reached a compromise that we believe provides us an adequate avenue to protect ourselves, should that become necessary.

While this agreement does not include an outright prohibition on outsourcing, it does contain provisions that will mitigate the impact of possible outsourcing. These include:

- A requirement to notify the union 120 days in advance of any outsourcing and negotiate with the union regarding the impact.
- Bargaining unit members would have the right to fulfill any specialty care needs before outsourcing is considered.

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Any bargaining unit member who loses their position due to outsourcing will be entitled to “director” level severance, which is much more
Tentative Agreement!

generous than the “caregiver” level for which a hospitalist would normally qualify.

These last two provisions are ones that the administration team only agreed to in the final hours of mediation. Over the course of negotiations, our bargaining team was successful in:

- Pushing back on a proposal that would have required day shift to stay until 1800 even if all work had been completed.
- Gaining language requiring clear communication from administration when a Critical Needs period has been designated and providing for discussion of the incentive potential components at the Labor Management committee. We also
- Winning agreement to allow a hospitalist who agrees to serve as Associate Medical Director to return to the bargaining unit should they wish to after a six-month trial period.

Our team worked with integrity and passion to seek a good outcome in this process. While the final result did not achieve all of our goals, we did reach an agreement that builds upon our first contract.

The first re-negotiation of any new contract is challenging, especially when dealing with an administration that seems to grow more distant from their employees with every change of Chief Executive Officer (CEO).

Details about our upcoming ratification vote will be shared shortly. It will be held as an electronic online vote starting Tuesday, Sept. 11, 2018. If you have any questions about the tentative agreement, please speak to a bargaining team or Contract Action Team (CAT) member.

2019 ONA NURSE LOBBY DAY

Join hundreds of nurses and nursing students at the State Capitol in Salem to advocate for issues impacting your nursing colleagues. ONA will provide resources, materials and training to all attendees.

- Meet your state legislators
- Learn more about 2019 legislative issues that affect nurses and our patients
- Learn how to effectively lobby decision makers
- Advocate for priority ONA and nursing practice legislation and issues like patient health care access, workplace safety and advanced practice scope

If you have questions, please contact ONA at ONA@OregonRN.org.