We met with Providence Seaside Hospital (PSH) administration for the third round of negotiations on Jan. 5. While many issues need to be discussed in more depth, areas of agreement and disagreement are beginning to be clear. We’ve made a few agreements that have been set aside, pending an overall agreement between the negotiating teams. On many issues, we are close to working something out to which both sides can agree. On other issues, it may be difficult to find common ground. Some of the key areas of agreement and disagreement are discussed in the following pages. Eventually, each team will have to decide whether it will withdraw proposals upon which they cannot agree. If they are unwilling to do so, and neither party is willing to make any more compromises, negotiations would be deadlocked. In that case, the hospital could implement its last offer, and the nurses would be free to engage in work actions, publicize the issues in dispute, hold an informational picket, or even strike.

Hospitals like PSH assess the determination of a nursing union by watching for visible signs of interest and participation by the nurses. If nurses appear disinterested in the result of negotiations, it’s a green light for the hospital administration team to be tough at the table. Nurses going out of their way to attend a union meeting would be a visible sign that PSH nurses are serious about improving their contract and not giving in to concessions.

Hopefully, we’ll be able to come to a reasonable overall agreement with PSH. When the teams have reached a tentative agreement (TA) on all of the issues, we’ll bring that TA to you for a final “ratification” vote. The contract is not final until PSH nurses vote to approve it.
Areas of Agreement to Date

So far the teams have been able to reach the following agreements:

- **Increase the experience requirement to work as a charge nurse from six months to one year with the hospital or one year of outside experience as a charge nurse.** Charge nurses face all of our most challenging situations and often conflicting pressures and directions. It wasn’t so long ago that we had a five-year requirement recognizing the need for experienced nurses who thoroughly understood the practice, the unit, and their authority and responsibility as charge.

- **Add witnesses to the list of those who can report and trigger investigation of behaviors that undermine mutual respect, including bullying.** The nurse who is being bullied is often afraid to report it. Witnesses should have the right to file a complaint.

- **Increase the amount of allowed rest time between call shift work and next regular shift from 8 to 10 hours. Make the right to rest the nurse’s decision.** State law already makes it illegal to require a nurse to work within ten hours of the nurses last shift if the nurse had worked 12 of the previous 24 hours. The Oregon Nurse Practice Act law also puts the responsibility on the nurse to know when they are too tired to work.

- **Change the TB test requirement from annual to “when required by the employee health department”.** They have not been doing it annually and don’t plan to do it that often, unless there is a specific need.

- **Increase the length of jury duty leave pay from two to four weeks.**

- **Change all references in the contract to “on-call nurses” to “per diem nurses.”** Use of the current term "on-call nurse" causes confusion in the contract between regular full-time and part-time nurses who are in "on-call" status and actual per diem nurses.

Current Areas of Disagreement

**Investigations/Discipline**

We proposed requiring the hospital to inform nurses of their right to representation when any discussion might lead to discipline. Nurses should know when a conversation is serious enough to warrant union representation. The hospital doesn’t think they should have to inform nurses.

**Work Plans**

We proposed required work plans have objective goals, be accomplished during regular hours when time away from patient care is provided, and last no longer than three months. The hospital wants to be able to force nurses to add work plan responsibilities to their normal duties and work on them at home if necessary. They want to use a more subjective judgement whether a nurse has successfully accomplished a work plan and don’t want to be limited to any specific duration. They threatened that more discipline would be likely if any limitations were placed on their ability to require a work plan.

**Overtime**

We proposed that the hospital pay overtime when nurse works beyond any regular shift of 8 hours or more. Right now, unlike every other Providence facility in Oregon, we only get overtime when we work over 40 hours in a week. That means a part-time nurse working an 8- or 12-hour shift gets no premium pay if they work beyond their shift. The hospital says they can’t do that at Seaside.

**Mandatory Overtime**

We proposed that overtime will not be required of nurses in excess of that allowable under Oregon Revised Statute 441.166. That would allow us to address disputes about illegal overtime through the grievance procedure without requiring a nurse to complain to the Oregon Health Authority (OHA). So far, the hospital seems to prefer that nurses complain to OHA. We’re not surprised. OHA has a tremendous backlog of complaints to address and has been notoriously slow in addressing them.

**Hospital Scrubs**

We proposed restoring the right to use hospital scrubs for emergency

(Continued on Page 3)
department (ED) nurses. PSH changed the policy last summer. ED nurses care for patients before it can be determined whether they are contagious. The ED nurses cannot wear personal protective equipment all day long. The nurses should not be responsible determining whether their scrubs have become contaminated or for decontaminating them and they should not have to comingle contaminated scrubs with personal and family laundry. So far, the hospital has refused to reverse its stance.

Pensions
We proposed improving the plans by: increasing Providence’s contribution rate to the service plan from 3 percent to 5 percent of wages in years 5-9 and from 5 percent to 6 percent in years 10-15; reducing annual hours required to receive contributions the plan from 1,000 to 800; and by also reducing the annual hours required for a year to count toward the 5-year vesting requirement from 1,000 to 800.

Providence’s retirement plans don’t compare favorably with other major health care employers. Many of our senior nurses have expressed both a desire to retire and a financial inability to do so due to the low contribution rates, poor market returns and the increasing cost of retiree health insurance.

PTO Accrual
We proposed increasing PTO accrual rates slightly for nurses working a 36-hour week to allow them to accrue the same amount of PTO annually as nurses working a 40-hour week. The hospital is predominantly staffed by 36-hour week nurses, most of whom work 12-hour shifts. While 36 hours is generally considered full-time, the accrual rates were negotiated when more nurses worked 40 hours.

We think the accrual rates should be adjusted so that 36-hour nurses can earn the full annual accrual shown in the contract. The hospital hasn’t agreed.

Voluntary Education
We’ve asked the hospital to guarantee each nurse up to $200 annually for voluntary education registration, materials fees and travel. We also asked that with three-months advanced notice, no nurse be denied the time off for voluntary education. Each nurse should have an opportunity to take courses of their choice related to their work. Nurses can’t control when, how often or where these course are held, so with sufficient notice they should be allowed to attend.

Cross-Training
We reduced an earlier proposal and are currently requesting that nurses who give two-months advance notice of intent to cross-train shall be relieved from duty for cross-training a minimum of 8-hours per month. Cross-trained nurses give the hospital flexibility to meet staffing needs. Cross-trained nurses have more opportunity to work in lieu of low census, or to make up for low census on their home unit. The hospital’s concern is covering the nurse’s shifts on the nurse’s home unit. They also want to make cross-training or transfer training plans subject to operational needs of the hospital. They do not want to train nurses to float or transfer to a unit that does not have a need.

Low Census Option
We proposed that when nurses max out their Low Census Option Banks, the excess hours earned would be placed in a general bank any nurse can use in lieu of excessive low census. That would provide some relief from excessive low census on units that typically don't earn many low census option hours. The hospital does not want to allow nurses to share low census option hours in this fashion.

Medical Savings Accounts
We proposed increasing Providence’s annual contribution to health reimbursement and health savings accounts from $700 to $1,150 for an individual and from $1,400 to $2,300 if covering...
dependents. Many nurses report difficulty affording high deductibles and coinsurance. Providence doesn’t want to improve our health benefits. In fact, Providence wants to be able to change our health benefits mid-contract. The hospital would make no guarantees regarding the benefits provided.

Wages

We proposed increasing wages by 4.5 percent effective 12/1/16, and by 3.5 percent effective 12/1/17. We are still 4-4.5 percent behind Providence facilities in the Portland metro area, including Newburg. Those facilities received additional increases on 1/1/17. To attract and retain the best nurses from the Portland area, we need wages that keep pace. The hospital has proposed increasing wages by 1.5 percent effective 12/1/16, and by 1.0 percent effective 12/1/17.

Nurse Incentive Pay

The hospital proposed that there would be no extra-shift differential, unless it was offered for a specific shift, in advance. We proposed keeping extra shift differential automatic when nurses work extra shifts, but increasing incentive pay from $12.00 ($13.00 on weekends) to $18.00 ($19.00 on weekends). We need better incentive to encourage nurses to pick up shifts so we can maintain a higher census. Many Providence facilities pay this higher rate.

Differentials

You can see the proposed differential proposals in the chart below.

Click here to see the Bargaining Proposal Tracker for all of the proposals made and their current status.

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Nurse Prevails on Licensure Grievance

One of our nurses filed a grievance when he was removed from the schedule and disciplined for not having an active license. The nurse had applied for renewal two weeks in advance of his expiration date and the Oregon State Board of Nursing (OSBN) assured him that he had taken care of everything and his license would not expire.

On the date the nurse’s license would have expired OSBN listed his license as Active*. According to the OSBN website, the asterisk indicates that the nurse has submitted a timely application for renewal and while the license has not yet been issued, the applicant can legally practice as a nurse. Our nurse showed all of this information to his manager prior to the start of his shift, but the manager still refused to allow him to work. Later the manager issued a discipline to the nurse.

We grieved on behalf of the nurse and PSH has agreed to pay the nurse for the missed shift and rescind the discipline.

Providence is reviewing its licensure policy. The key thing for nurses to remember is don’t wait until the last minute to renew. Providence sends out plenty of reminders. This nurse prevailed because the application and fee was sent in far enough in advance of the expiration date.
Grievance Deadlines at Providence Seaside

Our contract has an agreed upon process for handling perceived violations of its provisions. It’s called the grievance procedure and it is found in Article 21 on page 32 of the current contract. Both the hospital and ONA want to make sure that grievances are dealt with in a timely manner, so the procedure includes deadlines for filing a grievance, for holding grievance meetings and for managers to respond to grievances. At PSH, grievances must be filed within 16 calendar days of the date that the nurse knew, or reasonably should have known, that a violation had occurred.

The “knew, or reasonably should have known, that a violation occurred” language can be a little tricky. Often, nurses will try to work out issues with their manager or supervisor if they feel the contract is being violated. If the manager or supervisor agrees to fix the problem to the nurses satisfaction, or to consider the nurse’s complaint, there is no need to file a grievance yet. The deadline clock is not ticking until the supervisor or manager clearly tells the nurse that they will not fix it. Questions arise when the supervisor or manager stall. In that situation the nurse is free to file the grievance as soon as the delay becomes unreasonable.

With regard to pay issues, it is important to examine your paycheck closely to ensure that you’ve been paid properly. The 16-day deadline starts ticking the day you receive your check, and your opportunity to grieve may be lost if you don’t raise an issue before the deadline. However, you can ask your supervisor or manager to fix problems with your paycheck and if they agree to review it, you can wait a reasonable amount of time for an answer before filing a grievance.

Work with one of your ONA/PSH Executive Committee members (listed on your ONA/PSH webpage) if you want to file a grievance. They will help you navigate the deadlines and the entire grievance process. Please remember, there is no danger in filing a grievance. A grievance is the agreed upon procedure for resolving disputes about the meaning and application of the contract. If you turn out to be wrong about the grievance, there is no harm and no foul. The National Labor Relations Act also prohibits any type of retaliation by employers against employees who file grievances.

Standby/Call-In Pay Grievance

A grievance was filed recently when a nurse was not paid time-and-one-half her normal rate of pay after being called in from low census standby. Appendix A, Section C (page 38) of our contract clearly calls for time and one-half pay in that situation, regardless of whether the nurse was placed on standby before or after the shift was scheduled to begin and regardless of whether the call-in hours were worked during what was originally the nurse’s scheduled shift. Please let us know if you have been denied premium pay after being called in from standby. Email your ONA labor relations rep Sam Gieryn at gieryn@oregonrn.org.

SAVE THE DATE: 2017 ONA NURSE LOBBY DAY

February 14, 2017 • Salem, OR

ONA invites you to join nurses and nursing students from around Oregon to lobby on important nursing and health policy issues and meet with your legislators.

Hundreds of nurses will rally at the Oregon State Capitol in Salem on Tuesday, Feb. 14, 2017 to advocate for our patients and advance Oregon nurses’ practice.

It’s vital that we have nurses represented in the key decisions that are made about our priorities and key bills that will come up in the 2017 session.

Visit www.OregonRN.org for information and registration.