WE NEED YOUR INPUT!

Have you taken our extended illness time (EIT) survey yet? It only takes a few minutes. Help your negotiation team represent YOU and complete the survey today! CLICK HERE, or go to: www.SurveyMonkey.com/r/2019ONA-PSH-EIT-Svy

We met with administration for our sixth session on Friday, Feb. 22. We were missing three of our negotiation representatives and administration was missing one. Due to this and our extended illness time (EIT) survey not having enough participants, we decided not to respond to their proposal on EIT, paid time off (PTO) and short-term disability (STD) this last Friday. We plan to address administration’s EIT/PTO/STD proposal on our next negotiation day, March 4, so please fill out the survey now, if you haven’t done so already.

These are the proposals we worked on:

**Article 4 - Rights of Management:** We remain fairly close to a tentative agreement on this article. We have made improvements by adding that management only has the right to discipline with just cause and removing ambiguous language regarding efficiency. The outstanding item is regarding suspension and what that means to each party.

**Article 7 - Employment Status:** We have made progress on this article. We agreed to this sentence: “Unless doing so could reasonably interfere with the integrity of the investigation, the nurse will be informed of the general area of concern prior to the investigatory meeting with the involved nurse.”

In section 7.6, we are clarifying when the two-week severance would not apply, such as discharge for the violation of nursing standards. We proposed using the Oregon State Board of Nursing’s (OSBN) standards since management verbalized this as the reason at the table.

In section 7.8, we are clarifying when Health Stream courses should be completed. ONA is advocating for this to be done when not having a patient assignment. We proposed: “Prior to a management representative placing documentation into an employee’s supervisory or personnel file, the management representative will allow the nurse to review it. If the nurse disagrees with anything submitted, they have a right to write a rebuttal.” Administration has not made movement on this item yet.

**Article 8 - Hours of Work:** PSH responded to our last proposal on this article. We made some improvements on scheduling nurses for their full-time equivalent (FTE) and each nurse having a set shift length. A combination of different shift lengths can only occur by mutual agreement.

Management withdrew their previously proposed takeaway of being able to combine breaks and lunches. Combining breaks and lunches works well in the emergency department and likely would in other departments.

Management is not accepting our proposal of overtime beyond a nurse’s scheduled shift. We clarified that education would be above 40 hours. They did not accept this, nor did they accept this sentence we proposed: “Overtime will only be required when the Hospital exhausts all alternatives to relieve the nurse per the staffing law.”

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Regarding section 17.5: Development of a plan to communicate educational offerings, development of education plans, and process for approval of education requests. We remain far apart on no mandatory low census. While we agreed on six-week schedules, we remain far apart on these items:

Requests for days off: Management is proposing 6 weeks prior to the schedule period, which would be 12 weeks in advance of the date in question. We are proposing three weeks prior to the schedule period. On requesting days off without the use of PTO, management is saying they will grant it based upon operating needs, which is nebulous. We proposed a maximum of ten days per schedule period.

Management did not accept our removal of language that negates this sentence in the contract: “Once the schedule is posted, changes may be made only with mutual agreement of the affected nurse and the Hospital.”

We have not agreed on the section pertaining to open shift sign ups. Management also did not agree to our proposal of Good Friday being a holiday.

Article 9 - Job Vacancies: We made a tentative agreement, agreeing to current contract language with this caveat:

Memorandum of Understanding: “During the life of this agreement, the Hospital agrees not to withdraw recognition concerning charge nurses, or in any other way to challenge the inclusion in the bargaining unit of charge nurses, on the grounds that they are or may be supervisors or supervisory.”

Article 10 - Other Conditions: We are close on language regarding correcting time records. “Errors not discovered on initial review will be corrected subject to applicable legal limitations period.”

Regarding healthy work environment, we are sticking by the principle that the outcome of an investigation needs to be shared with the nurse who alleged a complaint. We verbally clarified that we do not need to know that a person was disciplined but a general summary of the findings would be sufficient.

Article 11 - Professional Nurse Care Committee (PNCC): We proposed that a PNCC will be established at the Hospital “through an election process chosen and administered by the Association upon ratification of this agreement. The Shared Governance policy will be (the) resource for this process.”

We added: The objectives of the PNCC are: “And carry out all tasks indicated in 17.5,” which is the education section.

We agreed to withdraw our clinical ladder proposal with the expectation that we will settle a financially strong Appendix A, which is the wage table and various differentials.

We made our second proposal on Appendix B - Home Health, Surgical Services and OB Nurses: In section A, Home Health, we accepted: “Nurses will not perform any work off the clock and will accurately report all hours worked. All time spent performing work is to be done on paid time.”

In section B, Surgical Services, we largely accepted the language that this unit worked on: “In the event when a change is made to the schedule, after it has been posted, of a mandatory standby shift (i.e. sick call) the nurse shall be paid $9.00 per hour standby. Should the nurse be called back into work on one of these standby shifts, it will be compensated as an incentive shift(s) at $18 per hour weekday and $19.25 per hour weekend plus time and ½ the nurse’s regular hourly rate for all call - in hours worked. The contractual minimum of three hours will be applied.”

In section C, OB Nurses, we kept our language from our previous proposal: The staffing pattern in the OB department will include “two” OB nurses 24 hours each day. The OB Nurses scheduled pursuant to paragraph one will not be placed on “mandatory” low census “or on call.”

What’s next? We discussed bringing in a mediator for our session on March 4. The mediator has not been confirmed as of yet. The mediator would be from the Federal Mediation and Conciliation Service (FMCS) and would help us settle our contract quicker. Per FMCS rules, observers are not allowed to view this process. Please contact us if you have any questions!

NEXT BARGAINING SESSIONS

March 4
March 21