

April 20, 2017

ONA

Oregon Nurses Association
Bargaining Unit Newsletter

Providence Willamette Falls Medical Center (PWFMC)

Bargaining Update #7

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Close to Agreement on Our Next Contract

During our negotiations with Providence Willamette Falls Medical Center (PWFMC) administration on Monday, we were able to resolve most of the issues on the table. Everyone was eager to complete negotiations now that major issues like wage increases, health insurance, and retirement have been resolved at Portland Providence Medical Center (PPMC). Those benefits tend to be uniform region-wide and the precedent set by negotiations at PPMC usually carries over to negotiations here. Driven to get a new contract in place for nurses, both parties were open to compromises.

After a brief round of making progress on issues that could be addressed individually, PWFMC made a "package proposal" covering all of the remaining issues. A package proposal must be accepted in its entirety. You can't just accept the

pieces you like, and as a whole, we could not accept the PWFMC package. However, they seem inclined to accept the package counterproposal we made to them.



It appeared that only two issues prevented the signing of a complete tentative agreement.

The parties determined to return to the table on May 5 to iron them out.

The first unresolved issue involves the creation of a nursing float pool for PWFMC. We initiated that discussion by proposing a float pool that would provide clinical support and break relief for nurses throughout the hospital.

The PWFMC counter-proposed creating a float pool that would be assigned to take patients on multiple units as needed, but not really be available for clinical support and break relief. We are taking one more day to discuss how a float pool could improve nurse staffing and how those nurses might fit in the contract with regard to wages, seniority, job bidding, call off order, and picking up open available shifts.

The second issue is what priority to give floating cross trained nurses to units that have vacant shifts. Currently the contract requires PWFMC to offer those shifts to unit nurses as extra shifts or overtime before floating a cross-trained nurse. PWFMC wants to be able to float a cross-trained nurse in lieu of offering the shifts to unit nurses. We think unit nurses should have first dibs on open shifts. Bargaining unit nurses are generally best prepared to care for patients on their unit

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because they work there regularly. Bargaining unit nurses are also the nurses who have made a commitment to their unit, and should be able to work there when work is available. The two issues are connected, because a float pool might use up some of the available shifts, meaning fewer open shifts for both unit nurses and cross-trained nurses.

We are very close to an agreement on wage increases.

Currently we've proposed increasing wages by 2.5 percent effective Jan. 1, 2017 and by 2.0 percent effective Jan. 1, 2018, which is the same increase to which the PPMC nurses agreed.

The Medical Center has proposed increasing wages by 2.5 percent effective Jan. 1, 2017 and by 1.75 percent effective Jan. 1, 2018. We're confident that this issue will be quickly resolved at our next session.

Issues Resolved

For a complete summary of all the proposals that were made during negotiations and how they were resolved, please see the ONA Proposal Tracker on your ONA/PWFMC webpage by [clicking here](#). The following issues were resolved at our meeting Monday, April 17. These agreements are subject to the parties reaching a complete tentative agreement.

Section 11.3 - Standby Call Rates

PWFMC had withdrawn its proposal to discontinue paying standby pay during any portion of the standby shift when nurses are actually working.

Section 11.8 - Pyramiding of Premiums

We withdrew our proposal to count call-in hours worked while on low-census standby when determining whether a nurse worked weekly overtime.

Section 11.9 - Charge Nurse Differential

We agreed to increase the charge nurse differential from \$3.00 to \$3.10/hour and increase relief charge pay from \$2.10 to \$2.25/hour.

Section 11.10 - Preceptor Differential

We agreed to increase the preceptor differential from \$2.00 to \$2.10/hour.

Section 11.11 - Pay Checks

We withdrew our proposal to improve reporting of PTO and EIB accruals on biweekly paychecks.

Article 12 - Health/Dental Insurance

PWFMC withdrew its proposal to delete Appendix C, detailing health and dental insurance eligibility and benefits.

Article 13 - Retirement

We withdrew our proposal to reduce the minimum annual work hours required to obtain contributions under the Service Plan from 1,000 to 800 hours.

- We withdrew our proposal to reduce minimum work hours required to obtain a year of credited service for purposes of vesting under the Service Plan from 1,000 to 800 hours.
- We withdrew our proposal to shorten the length of time it takes to get to the higher contribution rate levels in the Service Plan from 5 percent after 10 years and to 6 percent after 15 years to 5 percent after five years and 6 percent after 10 years.

Section 14.9 - Schedules

We agreed that schedules of work shall be electronically posted. PWFMC will post a printed copy of schedule in each unit. The electronic schedule will control, however the original schedule will remain relevant to nurse rights concerning available shifts and call off order.

Section 14.10 - Call Schedules

We agreed that call schedules will continue to be electronically posted. PWFMC will comply with state law with regard to providing 10-hours rest following the twelfth hour worked during a 24-hour period. PWFMC will continue to seriously consider granting minimum 8-hours rest after work on a call-shift, even when state law is not triggered.

Section 14.11(A) & (B) - Extra Work Procedures

We agreed to continue the current practice of awarding vacant shifts to part-time staff ahead of on-call nurses and to increase extra shift premium to \$15/hour (see Appendix A), but no extra-shift premium will apply to

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extra shifts awarded prior to posting the schedule.

Section 19.1 - Seniority

We agreed that the seniority date for nurses hired after ratification of this agreement will be the date they became a nurse in the bargaining unit.

Section 19.5 - Shift Cancellations

We withdrew our proposal to limit mandatory cancellations to one full shift per pay period.

Section 19.6 - Floating

We agreed to limit mandatory floating to nurses with at least 500 hours of service and to allow nurses with 6-years of service to request floating waiver.

- We agreed that a non-mandatory floating nurse will

remain non-mandatory after returning from a break in service of less than one year.

- We agreed that all hours worked in a helping hands capacity will be counted as low census hours for the purpose of low census rotation. Previously only 50% of the hours were counted.

Appendix A, Section A - Wages

We agreed to create a bonus at \$1,200 full-time and \$750 part-time for nurses working at the Medical Center for 30 consecutive years.

Clinical Ladder

We withdrew our proposal to establish a clinical ladder program.

Favorable Result on PTO Grievance

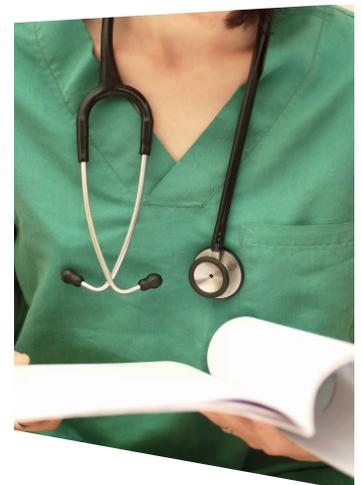
October 19, 2015 we filed a grievance on behalf of all nurses who were hired after April 19, 2011, alleging that PWFMC violated Article 21B, Section 21.2(B), by not applying paid time off (PTO) and extended leave bank (EIB) accrual rates to overtime hours worked, resulting in losses of PTO for nurses. PWFMC acknowledged they had never applied the accruals to any overtime hours for these nurses, and insisted that they were not obligated to apply accruals to overtime hours. PWFMC denied our grievance at all three steps and ONA took the grievance to arbitration.

In a settlement agreement, the Medical Center agreed to restore 1,372 hours of PTO and 347 hours of EIB accruals going back to October 5, 2015. As a result, 165 nurses will receive an award averaging eight hours of PTO and two hours EIB.

The actual amount each nurse receives is dependent on how much overtime the nurse worked. One nurse will receive just over 60 hours of PTO and 18 hours of EIB!

If you have any concerns about your award, please email cole3@web-ster.com.

Many thanks to RN Debbie Kerr, who waded through her pay checks only to discover that the Medical Center was not making the appropriate contributions to her banks.



Important ONA Nurse Resources

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