Payroll Problems and Wage Theft

Providence has managed to mess up correctly paying us the summer incentives for the extra shifts we are picking up. The issue is that our managers cannot keep up with the payroll paperwork to get the incentive shifts accounted for on the Monday before payroll, and the Payroll Department is requiring that the CNO personally sign off on every single extra shift.

We told the hospital in the Nurse Task Force meeting on September 9 that the missing pay is unacceptable—HR’s response was “nurses can expect their pay checks to be inaccurate sometimes...” Your PWFMC ONA Executive Team members were astounded and immediately questioned HR on this comment by saying how can that even be a thing that HR says to the nurses who have been busting their backs to help the hospital—and it was swiftly followed by a clarifying comment from our CNO that we can expect our paychecks to be correct and they will be. We’ll see.

In the meantime, BE VIGILANT about your time cards and pay stubs. Make sure you are clocking in correctly, that you are getting your differentials and cert pay, and those incentive shift bonuses are there. Every time your pay is incorrect, Providence is making money off of you in the form of wage theft, and we cannot let that happen.

continued on page 2
Payroll Problems and Wage Theft Continued

Here is the on-going list of ways Providence commits wage theft:

**Shift differentials**—if you are scheduled for a night shift, you are supposed to be paid night shift diff for all hours worked of that scheduled shift, even if you are sent home early. After we filed a hospital-wide grievance on this that resulted in pay back of hundreds of dollars to be paid to a dozen nurses, Providence still can’t fix it on their payroll end. Managers and nurses have to be vigilant about ensuring the correct differential is paid the work we do.

**Certification pay**—if you have a certification listed in our contract in Appendix A, you are entitled to an additional $2.50 an hour. The way our certifications are processed has changes over the years, and Providence is not good at communicating those changes. Certs last 4-5 years, so the way you initially submitted your cert is probably different now. It must be uploaded using a form on the HR portal and someone from Providence has to verify the cert qualifies under our contract. Your manager will need to be closely involved, and even they may not know what to do.

**Preceptor pay**—we received an email from HR on September 10 that our preceptor pay has not been correctly paid out since June 2019. Providence never bothered to increase it to what we agreed to on our LAST contract. Those of you who have precepted between June 2019 and now will receive the reimbursement for that lost pay.

**Incorrect PTO and EIT payouts**—we’ve covered ad nauseum the numerous nurses who have been shorted PTO and EIT while on LOA. The endless grievances and daily phone calls and emails to recover the thousands of dollars Providence hasn’t paid nurses is jaw-dropping.

**Extra call pay**—nurses who take extra call shifts in Surgical Services get the extra shift differential for all extra call hours, worked or not. That is a manual process that has been arduous and prone to human error from both the managers and payroll. One nurse in PACU alone is out over $2,000 in lost wages. The three departments continue to work on recouping those losses.

**Changes after you approve your timecard**—we are responsible for making sure our timecards are correct, and we indicate that by approving them at the end of a pay period. Our managers are then responsible for signing off on our timecards to Payroll the Monday before payday. Several nurses have noticed that even after their managers have approved their timecards that differentials and bonuses have been removed, presumably by Timekeeping and/or Payroll. They must then fight with Payroll to get a correction done, often resulting in a grievance. This is beyond infuriating, since we know our contract better than the regional offices, and we in good faith approve our timecards. It is a blatant refusal to do the singular job of simply PAYING US FOR OUR WORK.

What should I do to make sure I am paid correctly? We cannot let Providence get away with not paying us correctly! While the ONA Executive Team works on holding the hospital accountable in bringing these issues forward in NTF and filling grievances, please be looking closely at every paycheck and let one of your CAT members or Executive Team members know if your paycheck is incorrect. You manager must be notified right away as well. It is both our job and the job of our managers to make sure our paycheck are accurate—together we can fix mistakes once they are made, but as a bargaining unit we must hold Providence accountable!

Per Diems are IN!

The per diem nurses participated in their vote with the NLRB to gain ONA representation, and the vote was counted on September 2…drum roll please…they voted YES!

HUGE thanks to Sadie Gordon and Gloria Gong for their unwavering dedication to making calls, answering questions, and encouragement for the per diem nurses to get into our contract. The work now will be to coordinate with the per diem nurses to introduce new contract language for them—and going into negotiations is perfect timing!

ONA welcomes the per diem nurses at PWFMC! It’s about time!
Message From Your PWFMC ONA President

I want to call out that we are all working through what is likely the hardest time any of us has had in our careers. Whatever our differences may be, it is important that we stay focused on what unites us and what is at stake for us at PWFMC. Providence is no longer a local company that is willing to work with us—they have shown over and over during this current contract and the pandemic that they don't value us as skilled professionals or that we deserve to be treated with respect. We are entering into what will likely be the biggest fight for a fair contract we've had with Providence in our 12 years with them.

I am here for this fight, and for all of you as we go along this path together. We have strength in our alignment, in our messaging, and in our ability to be visible ONA nurses—both at the bedside and with each other as nurse colleagues.

We are a strong team at PWFMC, and I personally am very excited to have such a great group of nurses in our CAT network and on the negotiation Team. We have a great opportunity in front of us to get a great contract—here we go!

-Virginia Smith, President

September 30, 2021—KICK-OFF NEGOTIATIONS AT PWF!

We will go to the table with PWFMC Admin to start negotiating our contract on September 30! We will have buttons for you all to wear that week to show solidarity! Please look for the CAT or negotiation Team members on your unit for details and your button!

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<tr>
<th>Name</th>
<th>Role</th>
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<tr>
<td>Virginia Smith</td>
<td>Chair</td>
<td>MS</td>
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<td>Sarah Amar</td>
<td>Vice Chair</td>
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<td>Jay Formick</td>
<td>Treasurer</td>
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<td>Michelle Leigh</td>
<td>Membership Chair</td>
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<td>Nicole Hudson</td>
<td>Grievance Chair</td>
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<td>Ashley Phillips</td>
<td>Negotiation Team/CAT</td>
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<td>Robin Barry</td>
<td>Negotiation Team/CAT</td>
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<td>Jan Wilson</td>
<td>Negotiation Team/CAT</td>
<td>PACU</td>
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<tr>
<td>Sadie Gordon</td>
<td>Negotiation Team/CAT</td>
<td>ED/Per diem</td>
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<td>Alicia Alley</td>
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<td>Stephanie Hammerschmith</td>
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<td>Christina Kerovecz</td>
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<td>Lindsay Johannessen</td>
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<td>Emily Kelley</td>
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<td>Kendra Lee</td>
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<td>Joe Gorecki</td>
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<td>Darcee Chase</td>
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<td>Mary Niwa</td>
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<td>Hannah Brainard</td>
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<td>Leilani Speer</td>
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<td>Lynnette Lindemood</td>
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<td>Shane Baker-Snelling</td>
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<td>Allyson Becker</td>
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<td>Lynelle Schaalma</td>
<td>CAPU</td>
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<tr>
<td>Stacey Hurrelbrink</td>
<td>Resource</td>
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ED Grievance Update

Nurse leaders Nicole Hudson, Hannah Brainard, and Lisa Phillips met again with the hospital to move to step 2 on our ED grievance. The meeting went well. The ED RNs were clear as to the fact that the listed items are not contract violations but rather they are our remedies and ways to prevent further contract violations, loss of experienced staff, and promote safety in the department. Lisa Halvorsen, CNO took notes and asked plenty of clarifying questions. The ED RNs gave lots of examples of the unsafe situations that have been happening in the ED, where boarding patients aren’t getting the care they need and emergent situations aren’t met with the urgency they require due to the huge volume of patients in the department. They also shared the stark reality that we have seasoned staff looking at leaving and the replacement nurses are new grads trying to learn and develop as nurses in this challenging environment. Nicole made it clear that patients are at risk and the hospital must address the boarding situation as well as the ED issues.

The other Portland-area Providence hospitals are all experiencing a similar situation with their ED grievances, with several moving into step 3 with an arbitrator. We’ll see what happens next. Thank you Nicole, Hannah, and Lisa P. for speaking up for our patients and demanding from the hospital that they fix it! We are all in support of our ED colleagues!

Resilience Nurse Program

The American Nurses Association (ANA) is committed to meeting the needs of nurses and has launched a NEW Nurse Suicide Prevention and Resilience Resource site to provide information and tools to address the critical issue of suicide prevention. Research indicates that nurses are at a much higher risk of suicide than the general public. During this unprecedented time, nurses are struggling with mental health issues like fear, anxiety, depression, and post-traumatic stress as they respond to COVID-19 and continue to care for all patients. Effectively managing these mental health issues is essential in nurse suicide prevention. ANA’s Resilience and Nurse Suicide Prevention Resource site provides information and tools to:

- Build resilience
- Assist in active crises
- Support suicide survivors
- Offer grief and bereavement coping strategies
- Honor a nurse’s memory

We encourage all nurses to check out the site, bookmark the pages, and share the resources with a colleague or a friend in need. Nurses, you are not alone. Help is available. Learn more here.
MEMORANDUM OF AGREEMENT
Re: COVID-19 Vaccine

Providence Willamette Falls Medical Center (“PWFMC”) and the Oregon Nurses Association (“the Association”) are parties to a collective bargaining agreement (“Agreement”).

The parties agree that it is vital to this state that health care providers and health care staff be vaccinated against COVID-19 in order to protect themselves, their patients and statewide hospital capacity. It is further agreed by and between the parties that FDA-approved (whether by EUA or otherwise) and available COVID-19 vaccines are safe and effective and represent the best method of preventing infection and curtailing the current pandemic. Due to the ongoing public health crisis and consistent with the rule issued by the Oregon Health Authority (OHA) on August 25, 2021, and PWFMC policy, nurses are now required to receive vaccination against COVID-19 to maintain their employment at PWFMC, subject to the conditions set forth below. To ensure adherence with policy, the parties agree to the following:

1. **Twelve-Hour Incentive:** Nurses who have received or who receives during the term of this agreement one or more doses of a COVID-19 vaccine will receive a total of twelve hours of pay at the nurse’s regular rate of pay (including regular shift differential, certification differential, etc.) or an equivalent uncapped PTO accrual if the nurse so chooses.

2. **Non-Discrimination Based on Vaccination Status:** No nurse shall be subject to retaliation, discipline, or any type of adverse action based upon their vaccination status so long as their actions are consistent with the provisions of this agreement and with any applicable rule or law.

3. As required by OHA, Nurses will be required to obtain full COVID-19 vaccination by October 18, 2021.
   - Nurses will be considered to be fully vaccinated two weeks following the final dose of an approved vaccine;
     a. Nurses who have either a medical contraindication/condition that prevents them from safely receiving the vaccine or sincerely held religious beliefs related to vaccinations may sign a declination and request for exemption on an electronic form provided by PWFMC:
        - Nurses who decline vaccination on the grounds of medical contraindication or other medical condition will be required to submit supporting documentation from their licensed health care provider on the form provided by OHA;
        - Nurses who decline vaccination on the grounds of sincerely held religious belief will be required to submit information about their sincerely held religious belief, using forms provided by OHA and PWFMC. Requests for religious exemption will be reviewed in accordance with EEOC guidance and relevant federal and state laws. Such guidance recognizes that sincerely held moral or ethical beliefs as to what is right and wrong which are sincerely held with the strength of traditional religious views may qualify for the religious exemption.
        - Upon request by nurses, PWFMC will work to provide reasonable accommodation to nurses with approved exemptions in accordance with EEOC guidance and relevant
federal and state laws. Such accommodation may include COVID-19 testing, enhanced personal protective equipment, alternative work assignment, or leave of absence, based on individual circumstances.

- Nurses who decline vaccination and have an approved exemption will be required to complete an on-line education module about COVID-19 vaccination

b. If a nurse’s request for exemption is denied, PWFMC will notify the nurse and will discuss how the nurse can supplement their request. A nurse may ask that an Association representative be present during any discussions about an exemption request that has been denied by PWFMC.

4 Nurses not vaccinated by a Providence St. Joseph Health ministry must provide proof of vaccination through a method acceptable to PWFMC (ie. vaccine card or photograph of the same, provider records, or state immunization records).

a. To the extent possible based on its supply, PWFMC will continue to provide convenient on-site access to COVID-19 vaccines authorized for emergency use, licensed, or otherwise approved by the FDA at no cost to employees. The PWFMC will also notify nurses of alternative means of procuring vaccines and, at least through 2022, those vaccines will be no cost to nurses who are receiving them.

b. The PWFMC will continue to provide one hour of pay at a nurse's base rate of pay for time spent receiving the vaccine during non-scheduled work hours. The nurse is responsible for notifying his/her/their core leader when the nurse receives a vaccine outside of scheduled work hours.

c. If a nurse experiences significant side effects from a vaccine and/or booster and is scheduled to work within seventy-two (72) forty-eight (48) hours of receiving the vaccine, PWFMC will provide up to a total of seven (7) two (2) days of paid pandemic administrative leave time in addition to leave, so the nurse does not have to use paid time off or other accrued time-off benefits when missing a day of work after receiving a vaccination, in the forty-eight (48) hour period following the vaccine/booster. Nurses experiencing significant side effects (e.g., fever, extreme malaise) will be instructed to contact their core leader to inform their leader of the need for time-off, and also contact Caregiver Health Services to report the side effects. No unscheduled absence from work shall be counted as an “occurrence” under the PWFMC attendance policy if:

- The unscheduled absence occurs during the week following the administration of any COVID-19 vaccination/booster.
- The nurse receives a positive COVID-19 test.

d. PWFMC will accommodate nurses who have received exemption from vaccination due to an approved medical condition or approved religious exception to find appropriate work and shall not be placed on administrative leave.

5 In accordance with OHA rule, Nurses who are not fully vaccinated by October 18, 2021, and who have not otherwise received an exemption as described above, will be ineligible to work and will be removed from the schedule;

a. Nurses removed from the schedule will be provided with educational materials relating to the vaccine upon their removal from the schedule;
b. Nurses removed from the schedule for failing to fully vaccinate by or before October 18, 2021, will be considered to have separated from their employment within 14 days following their removal from the schedule. These nurses will be eligible for rehire to any new positions if the nurse meets compliance with vaccine requirements as described above.

c. Upon rehire, if within twelve (12) months, a voluntarily separated nurse shall have all previously accrued benefits in place at the time of separation and PWFMC/ONA seniority restored. A separated nurse shall not accrue benefits or seniority while separated.

6 Nurses on approved leaves of absence (of any kind) who are not scheduled to return to work until after October 18 will be required to submit proof of vaccination or have an approved declination/ request for exemption for medical or religious reasons prior to October 18 or returning to work, whichever is later.

7 PWFMC’s routine infection prevention and source control practices during the duration of COVID-19 pandemic shall continue after vaccination to protect patients, staff, and communities. Screenings, protective equipment such as face masks and face shields and SARS-COV-2 testing, will be provided at no cost to nurses, subject to availability. Nurses will be provided quality PPE, but especially those working in the positions with a high likelihood of contact with the COVID-19 virus (swabbing stations, emergency departments, mother and infant units (admitting units), units caring for PUI and designated COVID units, and home health), units lacking enough negative pressure rooms for the patient population, nurses on floors with non-mask compliant patients/support/family members, pregnant nurses, nurses with autoimmune or other high risk factors will be prioritized for PPE. N-95 or higher levels of protection (e.g., Controlled or Powered Air Purifying Respirators (CAPR’s or PAPRs) etc.), will be used.

8 In the event a nurse is exempt from mandatory COVID19 vaccination under State and/or Federal rule, the nurse shall be required as a condition of employment to wear an N-95 mask and protective eye wear. PWFMC will provide mandatory weekly screening test for all COVID-19 unvaccinated nurses, as well as for any nurse who requests a test. In the event that rule or law requires greater frequency of such testing, that testing frequency shall control. All time spent being tested will be compensated at the nurse’s regular rate of pay.

Nurses who have questions related to COVID-19 should contact Caregiver Health, their core leader, or their human resources representative.

9 The parties recognize that this is a unique, fast-developing situation, and commit to ongoing dialogue around these issues. This agreement shall be effective upon signature and shall continue during the duration of the COVID-19 pandemic and public health emergency as defined by the Oregon Health Authority (OHA). In the event that mandatory vaccination requirements are deemed unlawful or are significantly modified by a court or administrative agency, the requirements that this MOU places on bargaining unit nurses shall cease. However, the parties may mutually agree to meet to modify the agreement, as necessary.
COVID SAFETY, INCENTIVE, AND STAFFING MEMORANDUM OF UNDERSTANDING

The Oregon Nurses Association and Providence Willamette Falls Medical Center (PWFMC) hereby enter into the following Memorandum of Understanding in response to anticipated staffing needs from July 4, 2021 through January 1, 2022.

Section 1: Workplace Safety

1. COVID-19/Pandemic Monitoring Task Force: The Employer will establish a COVID task force. Its scope shall be Providence Oregon and Home Health as a health system. Its membership shall include 6 Association representatives, the Employer’s Chief Nursing Officer or designee and 3 other Employer representatives. The task force will meet regularly to assess the most current COVID-19 information, policies and procedures, and to raise substantiated issues regarding transparency, protection of patients and staff, and stewardship of resources. Thereafter, the task force may make agreed recommendations to the Emergency Operational Command to take appropriate actions to safeguard patients and staff. The task force shall include the following functions:

   a. Meetings. Meetings will be scheduled as mutually agreed by the ONA Bargaining Unit Chair or designee and the Chief Nursing Officer or designee and shall be of a duration to share bi-directional information, input, and feedback.
   b. Scope. The task force shall monitor safety related to COVID-19, review and assess policies/protocols and safety equipment/resources, address staffing concerns, and issue dual communications to Association represented RNs.
   c. Paid Release Time for Task Force. The hospital shall release a member of the task force or their designee from their assignment to attend task force meetings and provide paid time for this purpose.

2. Personal Protective Equipment (PPE). The Employer will make every effort to ensure that appropriate PPE under the circumstances will be readily accessible, available, and provided to all nurses to maintain maximum safety for nurses and patients.

Section 2 Incentive Pay & Shift Protection

1. Extra Shift Incentive & Shift Protections. Part-time, Full-time, and Per Diem nurses who work additional shifts during the term of this MOU will receive a lump sum bonus for each additional shift of $500 per shift, prorated by shift length (12-hour shifts = $500; 10-hour shifts = $415; 8-hour shifts = $335; 6-hour shifts = $250; 4-hour shifts = $170). Shifts must be a minimum of 4 hours in length. A nurse may work up to 4 additional shifts in 2 consecutive pay periods. All other normal pay practices, such as overtime and shift differentials, will continue to apply as applicable to each caregiver.

A nurse must work their FTE and complete their regular pre-scheduled shifts to be eligible, with the exception of mandatory low census hours. A nurse may have pre-scheduled PTO in the
same week as an incentive shift. Any nurse qualified to work in the unit(s) will be eligible for the bonus. Unless they have leadership approval for an exception, nurses cannot pick up incentive shifts that would result in them working more than five (5) 12-hour shifts in a row. Share Care shifts are eligible for this program provided all other eligibility conditions are met. Bonuses for all additional shifts worked as defined above are retroactive to July 4, 2021.

2. Per Diem Bonus. Per diem Nurses (0.0 FTE) who agree to work full-time regularly scheduled 0.9 FTE hours for consecutive pay periods during the window from July 19, 2021 until January 1, 2022 will receive a lump sum bonus, as follows:
• 6 consecutive pay periods = $5,000
• 3 consecutive pay periods = $2,000
During the defined bonus period, there may be no vacation requests, nor may there be more than 3 days of unexcused absence during a 6 pay period schedule or 1 day of unexcused absence during a 3 pay period schedule.

3. Retention Bonuses. All current ONA represented full-time (0.9 FTE and above) and part-time nurses (0.6FTE-0.89 FTE) employed at PWFMC upon signing of this MOU will be eligible for a bonus upon completion of employment within their current position (maintain same department and FTE status unless waived due to hospital needs by the CNO with such approval given prior to the nurse accepting the transfer) through January 1, 2022. Full-time nurses will be eligible for a $5,000 bonus while part-time nurses will be eligible for a $3,000 bonus. Bonus will be payable no later than January 7, 2022. ONA represented nurses who have received a sign-on bonus will not be eligible to receive a retention bonus.

Resource Bonus: Per Diem RNs shall be paid a prorated bonus based on the $3,000 rate for a part time employee (.6 Coding) and the average coded hours worked during the duration of this agreement. For example, if a Per Diem RN works an average coding of a .4 FTE per pay period for the duration of this agreement, their bonus shall be determined through the following method: ($3,000 x 0.66667=$2,000).
Furthermore, to address mid-term concerns, the Employer agrees to discuss future retention bonuses with ONA and make decisions based on data namely turnover, vacancy rate and time to fill positions.

4. Non-Furlough. No nurse shall be furloughed or subject to low census as a result of the closure or partial closure of any hospital units at PWFMC or any cessation of procedures as a result of a need to allocate staff to address COVID-19 related surges in other units. During a declared state of emergency, the Association acknowledges the Employer’s right to deploy staff as operational need indicates. Nurses shall be required to be available for other assignments for which they are appropriately trained, certified and oriented, as determined by the nurse staffing committee for the unit to which they are assigned. For the purpose of this response to COVID-19, the Employer may modify work schedules and assignments as needed with only reasonable notice.
Section 3 Staffing

1. The Employer and Association recognize the need for adequate personnel to maintain patient care and to mitigate risks associated with the spread of COVID-19. The following commitments will enhance our ability to ensure patient safety related to staffing and filling of vacant shifts during COVID-19 outbreak.

2. Staffing Levels. The Employer will consider patients diagnosed with COVID-19 in a nurse’s department when making patient care assignments for that department.

3. ED Staffing/Pre-Screening. The Employer commits to taking pre-screening precautions and to the extent possible, maintaining nurse staffing levels to support emergency departments which are the entry point for patients into PWFMC.

4. Schedule Vacancies. Through the duration of this agreement, the Employer will attempt to fill schedule vacancies through first utilizing the incentives referenced in this MOU. In the event of an emergency where these incentives do not fulfill staffing needs, the Association will commit to meet and bargain as soon as possible any new incentives the Employer wishes to propose.