We had our eighth bargaining session with the hospital on January 10 after insisting the hospital respond to our economic proposals. They wanted to cancel the negotiation day due to the current patient surge at the hospital but given the pressure they have put on us to move forward, we were adamant that we at least get what they had ready.

We had over 20 nurses attend the bargaining session, and our presence was a formidable show of solidarity in front of the hospital administration. We were able to meet afterward to debrief as well, it was a great way to get firsthand information as we move through negotiations. A huge shout out to all who attended as observers, you are rock stars!

They responded to our health insurance proposals by providing a breakdown of how their health benefits stack up when compared to the Oregon State Employees (as an employs group who has Providence insurance). They clarified that the Oregon State employee’s health insurance is from Providence in name only, but the State designed and funds the insurance plans. The comparison to OHSU is comparable but when we made our proposals for lower deductible, lower premiums and lower out of pocket maximums, neither OHSU or Providence even comes close to Kaiser, the market leader in terms of cost to the nurses.

The bottom line is, as nurses who have put themselves at risk during the pandemic, we deserve to have health benefits that do not break the bank.

The hospital gave us their response to Article 11 on wages, and their proposals are far lower than what we proposed. They came back with 2% increase each year on a two-year contract, with a $1 increase on each existing step as their response to a “market increase,” with no increases on any existing differential or premium.
Our opener was a 10% market increase and 5% on each year of a three-year contract, plus a step every year, and increases on every existing differential and premium, plus additional differentials for Resuscitation, Resource, Per Diem, and Endo nurses. The average inflation rate between 2018 and 2021 is 3%, with 2021 alone at 7%, the highest this country has seen in 30 years. One dollar a year is nowhere near a “market” increase when looking at competitive wages at Kaiser and OHSU, or our current cost of living.

The hospital said they gave their proposals “a lot of thought” and that they have “done everything we can,” but also added they know this is our first exchanges and they are willing to negotiate these numbers, depending on our economic proposals overall (which includes health benefits and PTO). The other significant discussion we had was about Article 21 on PTO. They did not have their proposal ready and pledged to present on January 20th, but they did share that they disagree with our assertion that we are at the bottom of the market with our accrual rates when compared to OHSU and Kaiser. They were only looking at strictly the PTO rates, however, and OHSU and Kaiser have separate accruals for sick time and Kaiser even has a separate accrual for “flex time” to cover when a nurse takes low census.

Our PTO accrual rate proposals aim to make up for the short falls with the loss of the EIT benefit and for the inequity of the Short-Term Disability Insurance (STDI) “benefit.”

They reasserted their belief that the STDI benefit is better than EIT because it is available without having to gain an accrual over time, and that they measure the success of the STDI benefit by the $1.2 million that has been paid out to nurses who have been able to take advantage of it since its rollout in January 2020. We responded by stating that many of the beneficiaries of the STDI had to fight tooth-and-nail to get it, and be on the phone almost daily with Sedgwick to ensure they were paid correctly during their LOAs. We also pointed out that every single nurse who managed to qualify for the STDI still had to use PTO during their leave. The hospital said they were “aware of the hiccups” with accessing the STDI benefit. We responded that those nurses who experienced lapses in pay during a health crisis, or their first weeks with their newborns, did not consider the extreme hardship they experienced as “hiccups.”

We look forward to seeing their PTO proposals on January 20th. After that, we will have all the major economics in our court and will be asking YOU for your feedback on our counterproposals.

**MLK Holiday**

In the wake of the George Floyd tragedy in 2020, Providence decided to make MLK Jr Day a paid holiday by 2022. The Providence System was not able to program a new holiday into payroll until after that date, so their proposed solution was to add extra PTO equal to half the time worked on the holiday. So, for example, a caregiver who works 12 hours on Dr. Martin Luther King Jr. Day would receive an extra six hours of PTO.

The PWF ONA Executive Committee discussed the PTO alternative to the standard time-and-one-half holiday pay with many of our bargaining unit nurses. We were disappointed that Providence was unable to institute the payroll programming necessary to correctly pay the nurses who work MLK Jr Day, and our preference is for the holiday pay rather than the PTO accrual.

Since this was a holiday that Providence decided in 2020 would be a paid holiday in 2022 for all Providence employees, and we are in agreement to include it as such in the new collective bargaining agreement we are currently negotiating, we proposed that nurses who work the MLK Jr Day holiday this year (2022) receive retro pay for the holiday upon ratification of the contract currently in negotiations.

**Want to Get Involved?**

If you want to attend the next bargaining session, please let Virginia know!

Email or text: virginiadsmithrn@gmail.com
503-312-7809

Here are our next bargaining dates:
January 20th
February 2nd
February 16th
Working as a Registered Nurse and Consideration for Your License

We are currently in a significant patient surge that is likely to continue for at least the next month as Omicron rages. The hospital is struggling to find staff when we are short in units that need help—mainly ED and MedSurg—and they are invoking the helping hands language in Article 19.5 often. The crucial part of this article is that you are not required to take a patient assignment as helping hands. Helping Hands should only be working to help out on a unit as a 1:1 for a patient, or as someone rounding to help with call lights, stocking, etc.

Per your own assessment of your skills and competency per you license, you are responsible to work to your scope as a registered nurse, but only to your training skill level and competency. If you are being asked to work in a capacity that is beyond your training but within your scope, you have the right to demand training but not the right to refuse the work if it is simply helping hands level work.

As a licensed nurse, you are responsible for your license and if you feel that you are competent and capable of taking an assignment in MedSurg overflow or for boarding admissions in the ED, your expertise is welcome to help out during this current surge. If you are able and willing to take on an assignment taking care of MedSurg patients, in the ED or MedSurg (possibly ICU), let those units and/or the Nurse Supervisor know!

If you have questions about this, here is a reference to the OSBN FAQs about patient assignments:

Q: As an RN, are there any client assignments I should not accept, such as providing care for a client who requires unique types of equipment, interventions or procedures with which I’m not familiar?

A: Yes. However, the Board does not provide lists of allowed assignments or tasks that should be accepted or declined. In all cases, the RN may accept only those assignments for which they have the knowledge, skills, and documented competency to perform safely.

Surgical Services Grievances

There are two major grievances at play in Surgical Services right now.

The first is that going back to June 2019, nurses who take call in PACU, OR, and Endo have picked up the slack and signed up for extra call shifts in order to provide call coverage 24/7, with the agreement that any shift beyond what is the “usual” call burden was considered extra, and as such would get extra shift premium paid out (whether called in or not). For reference, the “usual” call for a PACU RN is 84 hours in a 4-week schedule period, so these are shifts beyond that (it is less for OR and Endo RNs, but still significant).

The hospital has been negligent in paying the extra shift premium on these extra call shifts, going back to June 2019, when we ratified the last contract.

Some of the nurses are owed over $4,000 for back pay. We expect this grievance to finally be resolved in the next week as the hospital verifies all the impacted nurses and their lost hours. This has impacted over 30 RNs.

It was because of nurses on those units speaking up that this grievance was so easily won. The only issue now is the hospital is insisting on paying all the nurses their back pay once they all verify the audit for their missed hours are correct—that is taking some time and causing delays on all these nurses getting recouped their lost pay.
Surgical Services Grievances continued

The second grievance is about Article 14.8 and the hospital recognizing that a nurse who has been called in for a call shift between scheduled shifts can invoke a rest period, regardless of how many hours worked, that allows them to report to work for the scheduled shift following getting called in at any time after they are rested. The hospital is requiring that nurse to use PTO for hours missed on the scheduled shift following getting called in if the nurse hasn’t worked 12 hours in a 24-hour period due to being called in. We have clear contract language that states in no uncertain terms that there is no time requirement for shift length between scheduled shifts, or proscripted time of being called in between said shifts, that a nurse has to work in order to invoke a rest period.

Furthermore, the current contract language states that the nurse can invoke the rest period and NOT have to use PTO if they do not desire. The hospital disagrees.

This is a gross misinterpretation of the Nurse Staffing Laws regarding overtime and rest periods. We currently have contract language that is better than the nurse staffing law, and there are explicit laws in OAR 333-510-0110 Section 2 sub (k) stating that any nurse staffing plan may not modify a collective bargaining agreement. Additionally, the precedent being set by the hospital, while unlawful, was also not decided on in collaboration with the union.

ED Grievance Goes to Arbitration

We filed a grievance in June 2021 for the numerous nurse staffing plan (NSP) violations occurring then and that continues to occur today. Those NSP violations are a departure from Article 14.3, which states that we are to follow our unit level nurse staffing plans as written and according to the Nurse Staffing Laws. We asked for assurances for safe staffing, for the NSP to followed, and for retention bonuses for the nurses. We have gone through all three steps of the grievance process, pleading with Lisa Halvorsen, CNO and Brad Henry, CEO, to come to an agreement that the ED needs support to withstand this crisis we are in—and they have said that what they are doing is enough.

We disagree.

Along with St Vincent, PPMC, and Milwaukie, who have also filed similar grievances, we are going to arbitration. What this means is the Labor Council at ONA, a group of nurses from across the state elected to field labor problems, have determined that our case (along with the other Providence EDs) is solid and are taking it to an Arbitrator to determine how to move through what we are asking for in our grievance. The Arbitrator is usually a retired judge, appointed by the NLRA, to hear cases like ours.

The Arbitrator will hear testimony from nurses at all four hospitals and make a determination on what the PWFMC will be required to do.

This is the first time in over 15 years a grievance has gone to arbitration at PWFMC. We have a strong case, and it is supported not only with the testimony that will be provided, but also the Oregon Health Authority (OHA) findings from their current survey in response to the complaint regarding the NSP violations in the ED. The complaint with the OHA was filed concurrently with our grievance. Ultimately, we hope for a fair determination as a result of the arbitration, and that the verdict will support our staffing proposals we currently have on the table. Stay tuned.