Our Union Protections in Uncertain Times

With hospitals across the county facing unprecedented financial hardship, the benefits of having a union contract have never been clearer. According to the Oregonian, almost 6,000 Legacy employees will be required to take “temporary pay cuts or 10-15 day furloughs or both.” Because we have a union contract in place, we are more protected against these drastic measures. Our pay rates and scheduled raises are guaranteed for the length of our contract, and our rules regarding layoffs, being recalled from layoffs, and the distribution of low census are clearly spelled out and enforceable through our grievance procedure. Without having a union and a contract, we would not have these guarantees in place and our employer would be able to change our terms of employment however they chose.

We are still awaiting a response from Legacy to our proposed COVID-19 Memorandum of Agreement. Also please note that we have re-started the discussions the Family Birth Center (FBC) low census rotation which were derailed by the pandemic. We hope to have these completed in the coming weeks.

We will be holding departmental meetings soon via the Zoom app so that nurses have an opportunity to come together to discuss concerns, ask questions about our rights, and talk about how we will continue to support each other in the weeks and months ahead.

Here are some of the provisions in our union contract that keep us protected during these uncertain economic times:

Guarantees against reductions in pay
From Article 6—Compensation
This article contains language guaranteeing the “minimum rates of pay for all Nurses employed under the terms of this contract.”

Equitable rotation of low census:
From Article 9--Hours of Work, Section I
All efforts will be made to “cap” mandatory low census at no more than one shift per pay period per Nurse (excluding On-call Nurses). Once a Nurse is involuntarily low-censused for a shift, regardless of low-census percentage, the Nurse would not be low-censused again until all staff within the department and shift are low-censused once within that pay period.

Transparent process for layoff and recall:
From Article 10--Employment status
4. Layoff or Workforce Reorganization: The Hospital retains the right to determine whether a permanent or prolonged reduction in or restructuring of personnel is necessary, the timing of such reduction or restructuring, the number of FTEs to be affected, and in which departments a layoff and/or restructuring will occur.
   a. If the Hospital determines that a layoff in personnel or a restructuring is necessary, Nurses shall be laid off in the following order: (1) Nurse(s) within the affected unit who volunteer for layoff; (2) in order of seniority (inverse order) within the affected shift and unit (for purposes of this section only, nurses whose start time is within two hours of the start

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time of the impacted shift will be considered to be on the same “shift”; and (3) affected Nurses to be laid off may then choose to bump either the least senior nurse within the same nursing unit or the least senior nurse in the Hospital, if the Nurse is qualified to meet the unit specific competency standards after no more than one week of orientation. Any nurse who is displaced under this paragraph will have the option of accepting any vacant position for which she is qualified in accordance with the following paragraph, or be placed on the recall list.

5. Recall: Nurses shall be recalled in seniority order. The Hospital shall offer all open and available bargaining unit positions to nurses on recall for which they are qualified if such positions remain open after the regular posting period provided for in Section 10(G). Nurses on recall may refuse positions offered if the position is on a shift that is different from the nurse’s assigned shift at the time of layoff. Nurses shall have one right of refusal. Upon return, a recalled nurse will retain seniority, step wage and benefit accrual level in effect at the time of layoff. A nurse on the recall list may elect to work as an On-call Nurse for a period of up to 90 days without having that work impact her position on the recall list. Notice of this election must be made to the Hospital within ten (10) days of the notice of layoff. After expiration of the 90-day period, the displaced nurse may elect reclassification to on-call status and will be removed from the recall list. Pursuant to Article 10, Section H(1), any recall rights expire twelve months after layoff.

Happy Nurses Week!

Enter our ONA-Silverton Nurses Week Raffle!

Click here for a chance to win or go to: www.surveymonkey.com/r/2020ONASILNursesWeekRaffle

Prizes include:
- Moonstruck Chocolate
- Local business gift cards
- ONA gear

The drawing will take place Friday, May 22, 2020. Winners will be announced on the ONA Silverton Facebook page and contacted personally.

Legacy Unity (UCBH) Bargaining Update

At Unity, the other Legacy hospital where nurses are organized with ONA, nurses are continuing to bargain for their first contract. They are fighting to win many of the standard rights found in union contracts: protections from unfair discipline, a grievance process to resolve problems, wage guarantees, and labor-management committees to ensure that nurses’ voices are heard at work. They are also continuing to advocate for the protections won by ONA nurses around the state at Providence, OHSU, PeaceHealth, and other hospitals that relate to the COVID-19 pandemic. Like nurses at Silverton, having access to additional APL during this crisis is at the top of their priority list.