Three Days of Solid Bargaining

This week your team spent their Saturday and Sunday prepping for negotiations. Monday, Sept. 28 through Wednesday, Sept. 30, they spent long hours at the table working on your contract, starting early and often ending late and working through meals.

The team has completed tentative agreements on most of the language in the contract. On the final day of bargaining, your team passed their proposal on Article 10 emphasizing the need for nurses to receive their rest breaks.

No economics have been negotiated at this point, we hope to get to this important issue after coming to agreement on our language, per agreed upon ground rules.

Please donate PTO to your fellow hard-working volunteer bargaining nurses!

Issues addressed:
Article 1: Recognition & Membership – Open

For this article, management wanted to update the list of nurses excluded from the bargaining unit and the suggested exclusions were considered by the team.

Management wanted to be able to investigate member nurses for discrimination and retaliation against non-dues paying members.

Management did not give any actionable examples.

The union would never knowingly tolerate such behavior; and refutes any of these claims. The union has bylaws on members in good standing to address out-of-bounds behaviors by members.

Management proposed that a hospital representative be present while an ONA nurse representative presents the option of joining the union, during the allocated 15 minutes for New Employee Orientation (NEO). The nurses rejected this proposal. The employer has the opportunity to talk to the employee at any point during a NEO and into their employment.

Article 2: Access of Union Representative & Notification – Tentative Agreement (TA)

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Join Us to Hear Wages & Break Discussions
October 19 & 20 – at the Pavilion – Negotiations start at 9.

If you have a story about missed breaks reach out to a team member or email Liz Weltin Weltin@OregonRN.org
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We asked for more notice of NEOs as they are scheduled. We receive notices very late and this causes difficulties arranging schedules and greeting new nurses in NEOs. We asked for notification when NEOs were cancelled. Again, notification was at the last minute or when we came to the NEO only to find it had been cancelled.

Article 4: Non-Discrimination – TA
The proposal from management to completely delete the nondiscrimination language, stating it was unnecessary, was adamantly refused by the nurse bargaining team. We countered with updating current language along with changing to gender neutral language. Changes were accepted.

Article 5: Employee Definitions – TA
The nurses had minimal changes. Management requested removal of time in education not counting for supplemental hour fulfillment. Both parties have agreed to this change.

Article 6: Seniority – Open
Concerning seniority, management requested separating out units into current practice (PACU aka RECOVERY) from Pre-Op, and separating IV Therapy and Infusion. As well as merging Resource and Flex Team. The nurses only agreed to separating out units. We have concerns regarding a unit merger of Resource and Flex Team. We also think the impacts of this merger ties in significantly with the larger need of the hospital to provide breaks for nurses. They also want to shorten the duration of notice of open positions due to the “snowballing effect” of waiting to fill positions. The nurses agreed to go from seven to five days’ notice, as it can facilitate staffing of bargaining unit (BU) nurses in departments. Your team proposed that when a position opens, managers will call or text nurses to let them know a position is being posted. We also learned that the HR system has a way to set up alerts for open positions in departments. ONA will follow up and work on a way to get this information out to nurses.

Article 8: Hours of Work– TA
Of importance, the nurses came to the table with a solution to the issue of 4 days in a row. When there are matrices with built in schedules of 4 days in a row, an issue can arise when these are vacated. An incoming nurse filling this schedule will agree to that schedule but will now do so knowing that a review of these schedules will be an option and will be made aware of when this review process will take place. At that point, the nurse can have an opportunity of changing that schedule. An option of scheduling via the UPC in a shared governance model will be written into the contract.

Article 9: Floating– TA
Much confusion exists regarding the concept of Tier 1 and Tier 2 Flex Differentials and what to call these float nurses that receive this differential but are not in the Flex Team. The common language decided upon was Tier 1 Float Nurse and the qualifications for such (no change from what is current) were specifically written into the contract.

Article 10: Lunch and Rest Period – Open
This article was the last article that was presented to management prior to the close of this session of bargaining. The nurses are wanting to make sure breaks are given, taken and that meaningful care (meaning full patient care can be handed over) is in place for a true break to be taken. We have suggested language that can be used to facilitate combining breaks and meals if that is a situation that works for the unit.

There is no hospital wide data other than the self-reports in our ONA pre-negotiation survey (which overwhelmingly stated rest breaks are not being offered) of how many breaks nurses are missing. We ask that Kronos be updated to allow nurses to record this data for tracking purposes (not punitive) so that

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Socially Distanced & Masked Negotiations. So many tables, couldn’t get the whole team in the picture (L to right, Julianne Underwood, Ashley Chen, Misty Gravem, Michael Roches, Monica Meier, and Tessa McConnell. (not shown: Aletta Mannix, Kristin Tyson and Steph Drake)
solutions can be found. Currently, St. Charles, Providence and Asante, just to name a few, use Kronos in this way and the data is used by committees to review if current strategies are working or not.

**Article 11: Health and Safety – TA**

The nurses proposed adding that management would meet with them to discuss the impacts of Pandemics or Natural Disasters. Management refused this language.

**Article 12: Professional Development – TA**

The ask from management is to remove any premium wages for doing education over your work hours per shift. The nurses had requested premium pay if having to do education/meetings on a scheduled day off. After discussion both parties removed their proposals and the current language stands.

**Article 13: Professional Nursing Committees**

The request from management for language that would clarify when unused funds for education would become available house wide was accepted by the nurses.

Originally, management proposed striking all language for the Professional Nursing Care Committees (PNCC), Staffing Committee and referring only to the Staffing Plan via law. The nurses rejected the removal of the PNCC and Staffing Committee from the contract but did agree to refer to the Staffing Plans via the Oregon Nurse Staffing Law.

The nurses also proposed that when there are limited seats at the table and nurses are represented, the union will facilitate volunteers or nominations. Our proposal was rejected by management, but the nurses have not withdrawn this proposal.

**New Language: Joint Labor Relations Committee**

Your nurses proposed to continue collaboration between the nurses and management by proposing a monthly meeting on paid time to discuss labor relations issues on both sides. This reasonable proposal was rejected outright by management. We countered with fewer representatives and meeting every six weeks.

Again, this was met with rejection. The nurses feel strongly about the need for a collaborative committee on labor relations, the executive team proposed to meet unpaid to discuss issues of mutual interest every 6 weeks.

The nurses offered to remove their committee seat proposal and the successorship language (as discussed on page 4) if management would agree to establishing a Joint Labor Relations Committee. We are waiting to hear if management will accept this counter proposal.

**Article 18: Arbitration**

After decades of bargaining, management decided it wanted to have loser pays arbitration language and grievant first strike language. ONA’s view was that this does not benefit the nurses. Of note, none in the room could remember the exact date a grievance had made it to Arbitration for the SKY BU. Management could not adequately explain why this was of such urgency at this round of negotiations. We did agree to use arbitrators from the National Academy of Arbitrators, a request by management.

**Article 19: Evaluation and Step Increases**

Removal of 2A in Article 19 was proposed by management, stating it does not reflect current practice. Nurses agreed.

The team has heard several stories of employees not receiving their step increases on time, which resulted in subsequent implications for retro pay when finally discovered. Due to the way steps are administered (hours worked vs. anniversary date), it is impossible to tell when to expect these increases with the current system.

The nurses suggested, and the hospital agreed, to language where the nurse would learn at their annual review how many worked hours they had, related to their next step increase.

**Article 20: Wages**

We expect to present our proposal during the next bargaining session.

**Article 23: Holidays**

The nurses proposed adding New Year’s Eve and Christmas Eve to the list of recognized holidays. Management countered that the hours of the holidays...
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be changed to Midnight to 11:59 pm. (0000-2359). After discussion, the nurses agreed to this change and withdrew their proposal.

**Article 25: Group Insurance/Retirement, and HIV/Hepatitis/Pandemic Fund**

Language was changed to bring the article up to date with current practice with Retirement vs Pension and removal of tax sheltered annuity (TSA). Retirement contribution negotiations were held for economics discussions. "Pandemic" was added to the HIV/Hepatitis fund.

**New Language: Successorship**

Nurses felt that the hospital was in a unique situation as a standalone hospital (not existing within a system). Currently, there is no language to alert the union if there is a sale on the horizon or to ensure the Collective Bargaining Agreement (CBA) would be assumed by a new owner. This would mean the union would not have advance notice of a sale and currently there is no guarantee that the CBA (aka “Contract”) would be adopted by any potential new owner. The nurses will withdraw this proposal, if management agrees to a Joint Labor Relations Committee, as we feel we can depend on this forum for sharing of information.

**Appendices:**

Appendix A (Economics hold), Appendix B (Health Care plans remain the same), Appendix C & D are unnecessary and will be deleted, Appendix E was updated with mutually agreed upon certifications.

**Appendix F: MRO/MRS**

This was initially proposed by management to be removed and certain aspects of it moved to the contract. One aspect of MRO/MRS that nurses felt was beneficial to both sides was to allow nurses to take MRO for the first 4 hours of the shift, at which point management must “make the call to either MRO” the entire rest of the day, MRS or bring the nurse in to work the entire rest of the shift. With the extensive MRO due to the pandemic, this would potentially allow for the nurse to be able to earn some hours of work time, when available.