Monday, Oct. 19 and Tuesday, Oct. 20 were long days of bargaining for your ONA/Sky Lakes Medical Center (SKY) bargaining team. On Monday mid-day we were finally able to move past the anti-union language that the hospital was insisting on, to discussions on the financials.

It is important to note that the hospital has already threatened to go to a last, best and final offer. What actions are you willing to do to support your bargaining unit in their fight for your contract? Please provide your responses here: www.SurveyMonkey.com/r/2020SKYCOLA.

The hospital contends it continues to feel the financial effects of the COVID-19 pandemic. They are asking us to take their word on this, as they are completely unwilling to share their financial information even when we offered to sign a non-disclosure agreement. We do understand that there has been real impact on the hospital, but to what extent remains unclear.

We are confused because in August, employees received a letter from Paul Stewart, the CEO of Sky Lakes indicating the hospital was well on its way to financial recovery, “… our revenues rebounded significantly and we find ourselves back on firm financial footing. Our projections indicate that absent another major event requiring cutting back services, we will remain at this point for the foreseeable future.”

In July, the hospital committed to building a roundabout and to paying $700,000 towards its construction. As a reference, a 1 percent raise for the entire bargaining unit would be $600,000 per information provided by the hospital. The hospital is taking the equivalent of the 1 percent raise they don’t want to provide to nurses, to fund a roundabout. Oregon Health Authority recently released financial information on all hospitals in Oregon for 2019. Coming into 2020, Sky Lakes had an operating margin of 4.2 percent, which is a healthy profit margin for a non-profit hospital. This indicates that entering the current pandemic crisis, the hospital was not experiencing any financial hardship.

While the hospital has taken a hit during COVID-19, so have the nurses. The nurses have suffered high MRO, mergers, decreases in FTE and depletion of their PTO. Every day they go to work to provide highly skilled and compassionate care to patients in the midst of global pandemic. We are going into the winter, which is predicted to have an upswing in COVID cases combined with our normal flu season. Nurses are dealing with stresses never seen before, including having children home full-time from school and meeting the challenge with family members who are now out of work.

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If nurses are not compensated fairly and competitively (Rogue Regional just provided raises of 9 percent over three years!) and given the rest they need, then recruitment, retention and retention will suffer. Nurses will look for work elsewhere and staffing will become an even greater issue than it already is.

Our nurses have given their bottom line to the hospital of 6 percent over the span of a three-year contract, which is considerably lower than the usual and customary 9 percent that only just keeps nurses in line with cost of living. The hospital also wants to remove the differentials from call-back when nurses return to work from standby/on call. The language they suggest is italicized and bold:

**ARTICLE 20. WAGES AND PREMIUM DIFFERENTIALS**

Section 3. Standby/On-Call

The term “standby/on-call” shall be defined as a nurse signed up to be available to work a specific block of hours on a specified shift for the entirety of a specific shift. The standby/on call differential will be paid for each hour applicable to this situation whether or not the nurse is called in from standby/on-call status. *The differential shall be suspended once the nurse begins work.*

Please take our survey NOW to let your team know how you feel on this issue so when we return to bargaining on Monday, Oct. 26, our team will be able to represent your voice and know that we have your support:

www.surveymonkey.com/r/2020SKYCOLA

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**CONTRACT AGREEMENT TRACKING UPDATES**

**ARTICLE 1: RECOGNITION AND MEMBERSHIP — AGREEMENT**

Management wanted to update the list of nurses excluded from the bargaining unit; The team agreed to these terms. Management wanted to be able to investigate member nurses. ONA fought this anti-union language and won.

**ARTICLE 2: ACCESS OF UNION REPRESENTATIVE AND NOTIFICATION — AGREEMENT**

Management wanted a hospital representative to be in the room while nurses are presented the option of joining the union by an ONA nurse member who is allocated 15 minutes to speak during new employee orientation (NEO). Our nurses rejected this proposal. The employer has the opportunity to talk to the employee at any point during a NEO and into their employment.

We asked for more notice of when NEOs are scheduled. We have been getting these notices very late, which makes arranging schedules to greet new nurses in NEOs very difficult. We also asked for notification when NEOs are cancelled. This proposal is a win for our bargaining unit.

**ARTICLE 4 NON-DISCRIMINATION — AGREEMENT**

Management wanted to completely delete the nondiscrimination language, stating that it was unnecessary. We refused this change.

We suggested updating the current language to be gender neutral. This proposal was accepted.

**ARTICLE 5 EMPLOYEE DEFINITIONS — AGREEMENT**

The nurses had minimal changes.

Management requested removal of time in education not counting for supplemental hour fulfillment. Our team agreed.

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ARTICLE 6 SENIORITY – AGREEMENT

Management wanted to separate units into current practice (PACU aka Recovery) from Pre-Op, IV Therapy and Infusion. They also want to merge the resource and flex team. Management withdrew their proposal of merging resource and flex.

Management also wanted to shorten the duration of notice of open positions due to the “snowballing effect” of waiting to fill positions. The nurses agreed to change this language from seven days to five days’ notice as it can facilitate staffing of bargaining unit nurses in departments. We requested that when a position opens up, managers will call or text nurses to let them know about the new position. We also learned that the human resources 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 – AGREEMENT

Of importance, management and the nurses came to the table with a solution to nurses working four days in a row. Occasionally, when there are matrices and built-in schedules with four days in a row, there is a problem of what happens when that schedule becomes “open.” Both parties have come up with language that makes a commitment to the other nurses in those matrices that lets the nurse taking on that schedule know when a known review of the schedule will happen and have an opportunity to change it. We now have an option of shared governance via the UPCs to create nurse-driven schedule solutions.

ARTICLE 9: FLOATING – AGREEMENT

There has been a lot of discussion regarding the concept of Tier 1 and Tier 2 flex differentials and what to call float nurses that receive this differential but are not on the flex team. The common language we agreed on is that Tier 1 float nurses and the qualifications for such (no change from what is current) were specifically written into the contract.

ARTICLE 10: LUNCH AND REST PERIOD – OPEN

Our nurses are wanting to make sure breaks are given, taken and that meaningful (meaning full patient care) is in place during these breaks. We have suggested language that can be used to facilitate combining breaks and meals if that is a situation that works for the unit, to be decided by the unit and staffing committee. The hospital has agreed to this.

There is no hospital-wide data other than the self-reports in our ONA/SKY pre-negotiation survey (which overwhelmingly stated that rest breaks are not being offered) of how many breaks nurses are missing. We asked that Kronos be updated to allow nurses to record this data for tracking purposes (not to be used punitively) so that we can find solutions. Currently, St. Charles, Providence and Asante systems, just to name a few, use Kronos in this way. This data is used by committees to review if current strategies are working or not. The hospital agreed to this and will be updating the software. They will also provide training on this process and have a schedule established.

The hospital proposed decreasing current 15-minute breaks to 10 minutes. The nurses rejected this proposal.

The nurses wanted to add the addition of “hot” meals to the contract to ensure that night staff has hot, prepared food available.

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ARTICLE 11: HEALTH AND SAFETY – AGREEMENT

The nurses proposed to add that management would meet with them to discuss the impacts of pandemics or natural disasters. Management has refused this language.

ARTICLE 12: PROFESSIONAL DEVELOPMENT – AGREEMENT

Management wanted to remove any premium wages for completing education during work hours. Our nurses wanted premium pay if they are required to complete education or attend meetings on a scheduled day off. After discussion, both parties removed their proposals and the current language stands.

ARTICLE 13: PROFESSIONAL NURSING COMMITTEES – AGREEMENT

Management wanted language that would clarify when unused funds for education would become available house wide; Our team agreed to this suggestion.

Management originally proposed striking all language for the PNCC, staffing committee and referring only to the staffing plan via law. Our 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.

Our team also proposed that when there are limited seats at the table and nurses are represented, the union will facilitate volunteers or nominations. We have withdrawn this proposal.

NEW LANGUAGE: JOINT LABOR RELATIONS COMMITTEE – WITHDRAWN

Despite all attempts to set an agreed upon time and system to collaborate with the hospital to work on labor relation issues, the hospital would not agree to our proposal. We proposed to continue collaboration between the nurses and management via a monthly meeting on paid time to discuss labor relations issues on both sides. Management rejected our proposal outright. We countered with fewer representatives and meeting every six weeks. Again, our proposal was meet with rejection. The team felt this collaborative process was so successful during our meetings around drafting MOUs on the impacts of the COVID 19 pandemic that they offered to meet without pay every six weeks.

ARTICLE 18: ARBITRATION – AGREEMENT

After decades without changes to this article, management decided they wanted arbitration language for the losing party to pay for arbitration and also add grievant first strike language. ONA’s view was that this does not benefit the nurses. Of note, no one in the room could remember the exact date a grievance had made it to arbitration for the SKY bargaining unit. Management could not adequately explain why this change was of such urgency during this round of negotiations. We agreed to use arbitrators from the National Academy of Arbitrators, which was a request by management. Management agreed to our proposal.

ARTICLE 19: EVALUATION AND STEP INCREASES – AGREEMENT

Management wanted removal of Article 2A, which does not reflect current practice. Our team agreed. Nurses have heard several stories of employees not receiving their step increases on time, with subsequent implications for retro pay when the issue is 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 will learn during their annual review how many worked hours they have related to their next step increase.

ARTICLE 20: WAGES – NEGOTIATING

Our team is still working to find the best compromise to stay in line with cost of living, area competitors and prevent attrition of the work force due to poor wages.

ARTICLE 23: HOLIDAYS – AGREEMENT

Our team has proposed adding New Year’s Eve and Christmas Eve to the list of recognized holidays.
Management had a proposal that the hours of the holidays be changed to 0000-2359. After discussion, our team agreed to this change and withdrew our proposal.

**ARTICLE 25. GROUP INSURANCE/RETIREMENT, AND HIV/HEPATITIS/PANDEMIC FUND – NEGOTIATING**

We have changed the language to bring this article up to date with current practice with retirement vs. pension and removal of TSA. We also agreed to update the HIV/Hepatitis fund to include pandemics.

Our team has proposed adding a 5 percent retirement contribution to the contract. We heard from the hospital that there is a problematic compliance issue with supplemental receiving this benefit. We are proposing increasing the supplemental differential to help offset the loss of this benefit for those nurses that currently qualify.

**NEW LANGUAGE: SUCCESSORSHIP – WITHDRAWN**

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 pending sale of the hospital by another system or owner, or to ensure our contract would be assumed by a new owner. Our team will withdraw this proposal if management agrees to a joint labor relations committee, as we feel we can depend on this forum for sharing this type of information.

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

**APPENDIX F: MRO/MRS – AGREEMENT**

Management initially proposed to remove this appendix and move specific parts into the body of the contract. One aspect of MRO/MRS that nurses feel is beneficial to both sides is allowing nurses to take MRO during the first four hours of a 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.

**Make Our Union Stronger by Becoming a Steward**

Are you interested in learning more about representing your coworkers, problem-solving workplace issues, welcoming new members to their union, and building our union’s overall power to make improvements for nurses?

ONA stewards are the lifeblood of what makes our union strong. A strong union has at least one steward for every unit and shift. Stewards are there to answer colleagues’ questions and discuss concerns and help keep every nurse up to date on important union activities.

Register today to participate in a virtual steward training, Saturday, Nov. 7, 9 a.m.-1 p.m.

More steward training dates are being finalized for December. Visit www.OregonRN.org to learn more.
Pandemic or Unemployment Assistance

Lost Hours?
If you’re being low censused you may qualify for either benefit.

Unemployment Benefits
If you are losing hours and worked at least 500 hours last year OR earned more than $1,000 last year and worked throughout the year, you may be eligible for unemployment benefits.
For most nurses, if you were paid less than $648 in a week, you’re likely eligible. Note: Unemployment is not a substitute for paid leave. If you used paid leave to fill in for hours you would normally be working, unemployment benefits will not cover those hours. Benefits range from $151/week to $648/week per person. Individuals are eligible to receive 1.25 percent of your yearly earnings per week.

How Do I Apply?
Apply for unemployment benefits click here, or go to: https://bit.ly/Online-Claim-System.

Pandemic Unemployment Assistance
Even if you don’t qualify for regular unemployment benefits, people out of work due to COVID-19 are eligible for pandemic assistance.
Assistance ranges from $205/week to $648/week. You can receive 1.25 percent of your yearly earnings per week.

How Do I Apply? Apply for pandemic unemployment assistance click here, or go to: https://govstatus.egov.com/PUA

Please note that this is not legal advice. This summary is based on our understanding of Employment Department rules. If you have a legal question, you should speak with an attorney. ONA members receive a free half-hour consultation with a local law firm as a member benefit. Contact information is available at the ONA website. www.oregonrn.org/485

ANA Launches Resilience & Nurse Suicide Prevention Resource Site

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.