

ONA - AURN Bargaining Team

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Next Bargaining Sessions April 6 at Marquam Plaza April 12 at ONA

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Negotiation Update #11

The Oregon Nurses Association (ONA) and Oregon Health & Science University (OHSU) bargaining teams met at Marquam Plaza on March 23. Also in attendance were 11 observers, including nurses showing support for their bargaining team. Your team members thank you for your support!



Making Headway on Vacation and Sick Time ... If OHSU Withdraws PTO Proposal

At the March 23 bargaining session, ONA presented counter-proposals (detailed below) for the vacation, holiday, and sick time contract articles (Articles 11, 12, 13, and 14). OHSU had presented similar proposals as a package contingent upon ONA accepting OHSU's paid time off (PTO) proposal,

but envisioned these proposals as a bridge only until PTO was implemented. ONA, however, presented these proposals outside of any package and explicitly with no connection to the acceptance of OHSU's PTO proposal.

Using this approach, we were able to tentatively agree to a

number of editorial non-substantial changes. These discussions also dealt with issues such as the following:

- The timing of when a nurse's accrual rate becomes effective (first of the pay period following applicable adjusted service date).
- Accrual of sick leave under Oregon's sick time law (for resource and regular nurses).
- Maintaining the incentive for reduction of unscheduled absences. This is the current transfer of up to 24 hours of sick time to vacation/holiday time for nurses who have two or fewer absences per calendar year. We agreed that nurses in the future must

Questions about negotiations or tentative agreements? Come to the Membership Meetings: Wednesday, March 29

- 7-9 a.m.
- 11 a.m.-1p.m.
- 5:30-9 p.m.

All meetings will be held in the
School of Nursing (SON) auditorium.

Making Headway on Vacation and Sick Time ... (continued from page 1)

retain at least 36 hours in their sick bank when converting hours to vacation time in January.

- Bereavement leave. We are close on the use of sick time for bereavement leave. The bargaining teams are only apart on the definition of family. We do have a separate proposal for the accrual of

bereavement leave under the leave article.

Issues that remain outstanding in these articles include the following ONA proposals:

- No cap to annual vacation/holiday accrual. This would allow nurses to accrue more than full-time if they work more than full-time.

- Vacation/holiday accrual for scheduled on-call status (vacation accrual for each four hours of scheduled on-call status equivalent to the nurse working one-half hour).
- Regular rates of pay for vacation and sick time. This includes shift, weekend, and other differential pay.

OHSU Requests PTO Survey Results and Comments, Considers Response to PTO Rejection by Nurses

OHSU has made the unusual request for a complete copy of ONA's internal paid time off (PTO) survey including nurses' comments. Usually ONA would take the position that the survey by itself was not directly relevant to the negotiation and therefore unavailable for review by the employer. In this case we made the determination that the survey was relevant. This is because the survey was designed to address a specific employer proposal (PTO), and because the high

response rate and uniformity of responses made it particularly significant. In turning over the survey results to OHSU, we made sure that confidentiality of all nurses was maintained. No names were revealed and we saw no identifying information in the comments that were forwarded to OHSU. OHSU is now reviewing this information to determine if it will continue to pursue its PTO proposal against the wishes of its nursing staff.

The bargaining teams began the March 23 session with a detailed

ONA's Proposal to Improve Weather Text Alerts

follow-up discussion about ONA's proposal requiring text notification to nurses when OHSU implements modified operations due to inclement weather. Patrick Holmes from OHSU's Strategic Communications gave a presentation outlining the difficulties and advisability of implementing the text system that ONA is requesting. Following this discussion it was clear that OHSU has the capability of implementing this system but is hesitant to agree to it if the system is not of sufficient value to the staff, citing the workload of the text system. No agreement was reached.

OHSU Continues to Push for 3-Week Limit on Maximum Summer Prime Time Vacation

OHSU expressed that they want to ensure junior nurses have the opportunity to take summer vacation. ONA stated that we currently operate under a modified seniority-based system for the granting of vacation time that, while not perfect, is fair. We reminded OHSU that under the current agreement all nurses can exercise a super-seniority to bump a senior nurse out of their preferred vacation every other year and every fifth year for special events. About 77 percent of nurses responding to ONA's PTO survey stated that they were either neutral or opposed to limiting summer prime time vacation time off.

Meal and Rest Periods: OHSU Proposes a Questionable 90-Day Plan

ONA continues to have two proposals addressing meal and rest breaks:

1. Maintain staffing levels throughout the shift (schedule break relief).
2. Utilize the Kronos system to query whether each nurse appropriately received their meal and rest breaks. The system would then

automatically record work time accordingly.

OHSU has countered by offering to present ONA with a plan for a pilot project to reduce timecard corrections within 90 days of ratification of the contract. They say this project will be designed in part to "enhance tracking of

time worked, including time worked due to missed meal or rest periods." ONA is skeptical of the real impact that this approach will deliver.

Want to give feedback about this newsletter or contact the ONA negotiating team? Please email the team at ohsuaur@gmail.com.

ONA Staffing Proposals Require a Unit Vote for Staffing Plan

OHSU has not yet adequately addressed ONA's staffing proposals. The administration bargaining team has simply repeated that they do not want a staffing article in the contract.

The ONA proposals would do the following:

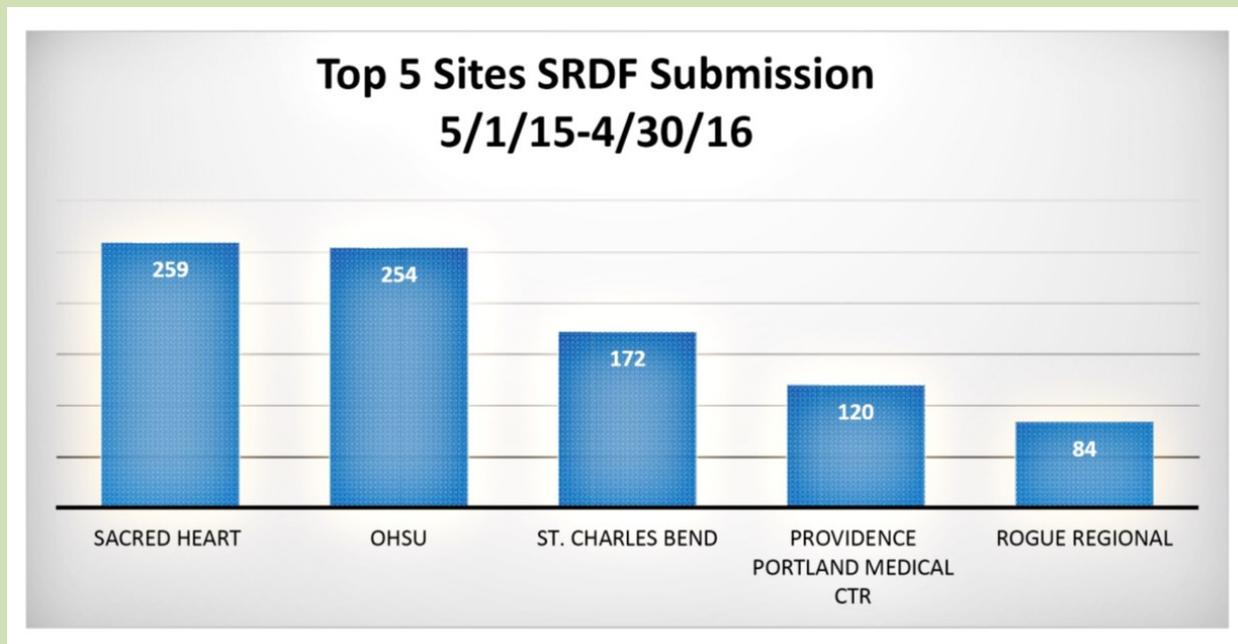
- Recognize the role of the unit-based nurse staffing committee (UBNSC) in the formation of the staffing plan (not recognized by statute).
- Establish a vote of staff nurses on the unit to approve the unit's staffing plan.
- Provide for dedicated paid hours per week for staff nurse members of the staffing committee.
- Create a process for addressing complaints made in staffing variance reports (SRVs)—also called staffing request and documentation forms (SRDFs)—in a timely fashion.

Why is ONA's staffing proposal important?

OHSU is the second largest reporter of staffing request and documentation forms (SRDFs)—also called staffing variance reports (SRVs)—among ONA-represented facilities in Oregon. ONA coded a total of 1298 SRDFs between May 1, 2015, and April 30, 2016. This represents a 38 percent year-over-year increase in submissions (937 SRDFs coded during

the preceding one-year period). Sacred Heart Medical Center and OHSU are the top two ONA-represented facilities for SRDF submissions. SRDFs are submitted after a request for additional staffing resources is communicated up through the chain of command at a facility, and they are reviewed by both ONA and the facility.

Staffing Request and Documentation Form (SRDF) Summary Report for ONA-Represented Facilities, May 2015 - April 2016



The negative effects of inadequate staffing in nursing are becoming increasingly apparent. Research documents that the negative outcomes of inadequate staffing can be seen in lower quality of patient care (Aiken et al., 2002); increased medical errors, infections, and patient injury (Hall et al., 2004); and higher patient mortality (Clarke & Aiken, 2003). Moreover, insufficient staffing places greater demands and expectations on nurses to shoulder a greater patient load

while working at a faster rate (Beglinger, 2006) and also work overtime (Hall et al., 2004). In addition, the research shows that inadequate staffing negatively affects nurse wellbeing by increasing job strain, emotional exhaustion (i.e., burnout), and depression (Aiken et al., 2002; Greenglass et al., 2003; Jamal & Baba, 1992; Leiter & Laschinger, 2006).

[Full citation list can be found on page 75 of ONA's [Staffing Committee Resource Manual](#) under [SRDF Summary Report May 2012 - May 2014](#).]

ONA Separates Leaves of Absence from OHSU's PTO Proposal

ONA presented counter-proposals on Article 15: Leaves of Absence, again explicitly without making the counter-proposals part of a package or contingent on OHSU's paid time off (PTO) proposal.

- We did not propose OHSU's parental leave proposal (which they linked to PTO acceptance).
- We continue to propose 60 hours of accrued bereavement leave separate from sick leave accrual, similar to other hospitals.
- We are close to agreeing on workers compensation language related to COBRA health insurance payments.

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What Happens When the Contract Expires?

Your contract expires on March 31, 2017. Generally, when a collective bargaining agreement expires and no new agreement has been reached, OHSU is required to maintain the status quo for terms and conditions of employment affecting represented employees in that unit. "Status quo" is a legal term for OHSU's obligation to generally maintain the same wages, hours, and other terms and conditions of employment that existed prior to the agreement's expiration. Thus, once an agreement has expired, OHSU usually cannot make changes to terms and conditions.

Join Us at the Next Bargaining Sessions on April 6 and April 12

Bargaining unit nurses are welcome to drop in at our next negotiation sessions:

- Thursday, April 6
Marquam Plaza, room 260
- Wednesday, April 12
ONA office in Tualatin

Both sessions are 9 a.m. to 4 p.m.

If you want to join us, please contact labor relations representative Liz Morris at 503-293-0011 ext. 319 or by email at morris@oregonrn.org, or reach out to any negotiating team member.

Join the Contract Action Team!

The **Contract Action Team (CAT)** mobilizes nurses to spring into action if and when things get tough at the bargaining table. All interested nurses are welcome. There's no such thing as too many CAT members!

For more information, contact labor relations representative Liz Morris at morris@oregonrn.org.

