Grievance Updates

We have filed another grievance about our education benefits.

We now have four grievances that are moving through the steps in the grievance process that are outlined in Article 18 of our contract.

A grievance is a written complaint to the employer that our contract is not being followed. We have not historically had a lot of grievances filed, but this spring and summer three were filed that we have been pursuing.

Should you be allowed to use your education benefit for a conference that is occurring in another state?

Article 11 provides for up to 40 hours of paid educational leave a year. The article also provides for the covering of your expenses specifically, registration fees, travel, meals, lodging, and straight-time pay per diem. This is a solid benefit though we have our doubts about how many nurses take full advantage of it.

Here is the situation. A nurse put in for paid time off (PTO) to attend a conference that was occurring out-of-

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New Labor Relations Representative

Jocelyn Pitman, BS, joined ONA in 2016. Prior to coming to ONA, she worked at Oregon Federation of Nurses & Health Professionals (OFNHP), representing and organizing a variety of health care professionals, predominately RNs at Kaiser Permanente.

She has over 12 years of community and union organizing ranging from accretion bargaining, wage and benefit bargaining, steward training, managing campaigns, handling complex disability cases, advanced grievance handling, arbitration preparation, and a variety of discipline cases. She received a Cesar Chavez Human Rights award for a successfully run workplace bullying campaign in 2010.

She graduated from Portland State with a BS in social science. She has worked in health care in California, which is where she was raised. She has been a Portland resident since 2001.

In her spare time she enjoys reading suspense novels, running and spending time with her family.
state. She found out about the education benefit in the contract and asked to have her education days used instead of her PTO and asked for her expense to be covered. The nurse is in good standing and meets the provisions for qualifying for paid educational leave as called for in the various sections in Article 11. We think initially the hospital wanted to deny the request outright. In the exchange of emails on this issue, the manager acknowledges that the contract provides for continuing education but she states that continuing education has to occur in-state (i.e. Portland). “If you can find something of interest in Portland, I may be able to cover some or all of the registration fees and mileage.”

We have not heard yet how the hospital plans to respond to our concern. We are only at step one of the grievance process. Presumably the grievance could be denied, however we always reserve the right to move the grievance to the next step. Watch for an update in early November after we hear officially from the hospital.

Grievances Go to Arbitration

We’re getting ready to send the other three grievances to arbitration.

Our grievance process has four steps including the ability to request arbitration. Going to arbitration is a lot like going to court. The process calls for Oregon Nurses Association (Association) and the hospital to take the alleged contract violation – the grievance, to a neutral third party, a professional arbitrator. The arbitrator could be a lawyer, retired judge, former human resources consultant or union representative who reads the contract and hears the facts and the arguments of the case from both sides so he/she can make a decision about whether to uphold the grievance and side with the Association or deny the grievance and side with the employer, in our case Providence.

In our Association we do not automatically send every grievance that we file to arbitration. There is a financial cost to going to arbitration. We have to help cover the fee and the costs that are incurred by the arbitrator and we have our own attorney costs as well. More importantly, if our case is not strong and there is a chance we would lose, a bad precedent that we do not want – like the ability of the hospital to be able to deny a nurse education time is clearly established.

That is why a committee of nurses within our Association from around the state who have experience with negotiations and grievances evaluates our case, and learns about the pros and cons of the grievances that we are pursuing then decides whether or not we will ultimately take these grievances to arbitration. We should know by the end of October, after the committee deliberates, whether our cases will go forward or not. Stay tuned. In the meantime please continue reading to get an update/refresher on the grievances that we filed and hope to send on to arbitration.

Should time working as a nurse manager count toward your nursing experience and placement on the wage scale?

Earlier this summer we filed a grievance alleging that Section A.06 in Appendix A was violated. Our contract says a new hire should be placed on the wage scale based on her years of experience as a nurse; less one year. We are alleging that a nurse should have been placed at a higher step of pay upon hire at the hospital.
Oregon Nurses Association (ONA) is proud to endorse Measure 97 this November – the ballot measure that would hold some of the largest corporations accountable to working Oregonians. Measure 97 asks some of Oregon's largest companies – including the likes of Comcast, Wal-mart and Monsanto – to invest in Oregon's communities by changing the tax code to ensure that C-corporations with over $25 million in in-state sales pay their fair share in corporate taxes.

By law, the estimated $6 billion in revenue Measure 97 would generate would be allocated to public education, senior services and health care. Part of this funding will help fill the anticipated gap in Medicaid funding to keep thousands of Oregonians on the Oregon Health Plan, extend care to uninsured children across the state, and help provide Oregonians with health services like school nurses and basic public health programs.

In advocating for our patients, nurses understand that Oregon schools should be fully funded, all seniors should have services to stay safe and independent, and everyone should have access to quality, affordable health care. But none of that can happen when Oregon has the lowest corporate tax rate in the country.

To learn more and get involved in the Yes on 97 campaign, contact ONA's political organizer Chris at Hewitt@oregonrn.org or by calling 503-293-0011.

2017 ONA Statewide Election Positions Open

Vice President/ANA Delegate
Treasurer
Director (4)
Cabinet on Health Policy (4)
Cabinet on Education (3)
Cabinet on Nursing Practice & Research (2)
Cabinet on Human Rights & Ethics (1)
Cabinet on Economic & General Welfare (1)
Nominating Committee (3)
ANA Delegate Alternate (2)
NFN Delegate (3)

January 20, 2017 is the deadline to self-announce candidacy for the statewide ONA elections.

If you are interested in running for one of the open leadership positions, please complete the Talent Bank & Consent to Serve Form here.

For more information, please contact Kathy Gannett at 503-293-0011 or 800-634-3552 ext. 309.
given her years of experience as a nurse. The hospital denied the grievance for two reasons: 1) we waited a long time to make the complaint, more than a few years and 2) they do not feel that nurse manager experience counts toward nursing experience and placement on the wage scale.

Our main contentions are the following: 1) the grievance is timely in that she has been misplaced on the step system her entire time at Providence Hood River and thus the issue is on-going. 2) The contract does not say time as a manager does not count for purposes of nurse experience for placement on the wage scale. We think her managerial experience in this situation is relevant and has been considered for other applicants when they were placed on the wage scale. Winning this case at arbitration will clarify what counts as nursing experience for purposes of placement on the wage scale.

**Should you be allowed to use more than four days of sick leave for a family medical leave event?**

A nurse needed to be off work to care for sick elderly parents. Family Medical Leave Act (FLMA) clearly allow that to occur. The time was granted by the hospital. These same laws allow an employee to use available paid leave like vacation and sick leave to help cover the cost of the time away. The nurse was off for eight days. She wanted to use the time in her sick leave bank to cover the time she was away so that she would continue to have income. The hospital let her use four days of sick leave in accordance with Section 7.06 Letter B in Article 7 Sick Leave. The language of the contract says you can use medical leave in accordance with the law, but it goes on to say “Such an employee may use up to four days’ accumulated sick leave per year for purposes covered by the family medical leave law.”

If you read these sentences together, the contract in this section actually makes no sense. It is a very strong limitation. It reads like you can only get four days of sick leave in total for any FMLA illness or incident—even your own let alone a sick child or sick parent, when clearly the law allows for more.

Fortunately, there is another section of the contract Section 8.08 of Article 8 Leaves of Absence where it clearly states that “The parties to this Agreement recognize that provisions of the Family and Medical Leave Act apply and agree when the Act provides for the greater benefit, it will prevail and when this Agreement provides for the greater benefit, it will prevail.” We think this provision negates the restrictive language of the contract in Article 7.

We are asking that the hospital restore the PTO/annual leave that was accessed during her FMLA/ Oregon Family Leave Act (OFLA) leave and instead subtract those hours taken from her sick leave bank. Winning this grievance at arbitration will fix this problem for other nurses who have to take time off work to be with sick family members, who want to use their sick leave to keep their income whole.

**Should you be allowed to use your education benefit to help attain your BSN?**

We have another grievance about education benefits. Article 11 provides for up to 40 hours of paid educational leave a year. A few nurses are pursing getting a bachelor of science in nursing (BSN) through the Providence Great Falls program. These nurses are all in good standing and meet the provisions for qualifying for paid educational leave as called for in the various sections in Article 11.

These nurses were told they cannot access these hours, (up to 40 if you are full-time). They were told they would have to use their PTO instead. They were told that this language is not intended for this kind of education. This provision is intended for continuing education not for the pursing of an academic degree.

Luckily, one of these nurses was willing to come forward and file a grievance. We don’t see any such limitation. We feel like this case is fairly straightforward. We are kind of surprised it has not been grieved before. We think the nurse’s PTO should be restored and her education leave should be accessed instead. We are hopeful that arbitration will be pursued and that we will win the case and clarify how the education benefit can be used for every nurse pursing a BSN in the future.