In this issue
Grievance Updates – Pages 1-2
Measure 97 – Page 1

August 11, 2016
ONA / HRM
Executive Committee
Chair:
Elese Sewell, RN, Emergency Room (ED)
Sarah Thompson
503-293-0011 ext. 321
thompson@OregonRN.org
Rob Nosse
503-293-0011 ext. 318
nosse@OregonRN.org

Member of the Oregon Nurses Association
18765 SW Boones Ferry Road
Suite 200 Tualatin OR 97062
1-800-634-3552 within Oregon
www.OregonRN.org

Grievance Updates

We have filed a few grievances. We have three grievances going right now. 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 we have several we are pursuing. Sometimes grievances are seen as a bad thing or made out to be controversial.

In general, Oregon Nurses Association (ONA)/Providence Hood River (HRM) leadership does not see them that way. Sometimes the language of our contract is vague or unclear. Sometimes things come up that were not anticipated. Sometimes the employer is doing something wrong. Occasionally, we need to test our contract language and make sure it is working as intended. It does not necessarily mean we work for a bad employer because we file grievances.

The grievance process is just a formal way to resolve disputes. Prior to grievance procedures coming into existence into contracts in the 1950s and 1960s, unions just went on strike every time they felt the

(Continued on Page 2)

YES on Measure 97

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 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.
contract was violated. While there might be some advantages to that approach, it might not always be something people are willing to do either.

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

We filed a grievance alleging that Section A.06 in Appendix A was violated. We are alleging that a nurse should have been placed at a higher step of pay upon hire at HRM given her years of experience as a nurse. This issue has been on-going (incorrect step placement) but only recently came to light. HRM is saying the grievance is not timely, as we waited more than a few years to raise the concern and that time working as nurse manager does not count for purposes of experience that is considered for placement on the wage scale. **Our main contentions are the following:** 1) the contract does not say time as a manager does not count for purposes of nurse experience for placement on the wage scale, but even if it did, we think her managerial experience is relevant and has been considered for other applicants; 2) the grievance is timely in that she has been misplaced on the step system her entire time at HRM and thus the issue is on-going. Our grievance has been denied at every step of the process and we are contemplating pursing arbitration.

**Should you be allowed to use more than four days of sick leave for a Family Medical Leave even if the contract clearly says you can only use four days?**

A nurse needed to be off work to care for sick elderly parents. Family Medical Leave laws clearly allow that to occur. The time was granted by HRM. 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 a period of time. Her sick leave bank was pretty built up and she wanted to use time in that bank of leave to cover the time she was away so that she would continue to have income. HRM let her use four days of sick leave in accordance with Article 7 Sick Leave- Section 7.06.B. The language of the contract says you can use medical leave in accordance with the law and then 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 for any Family Medical Leave (FMLA/OFLA) illness or incident—even your own let alone a sick child or sick parent.

Fortunately there is another section of the contract Article 8 Leaves of Absence, Section 8.08 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 providers for the greater benefit, it will prevail.” We think this provision negates the language of the contract in Article 7.

We are alleging time off work that was taken under provisions of both the Oregon and Federal Medical Leave Acts so the nurse could care for her parents should have been paid out of sick leave rather than her paid time off (PTO)/annual leave and that the limitation in Article 7 does not make sense or apply. The greater benefit is to be able to use your sick leave.

We are asking HRM restore the PTO/annual leave that was accessed during her FMLA/OFLA leave and instead subtract those hours taken from her sick leave bank. Honestly we are surprised this issue has not come up sooner – the conflicting language of Article 7.06 vs the language of Article 8.08. We are at step three of the process awaiting a chance to make our case.

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

Article 11 provides for up to 40 hours of paid educational leave a year. This is a solid benefit though we have our doubts about how many people take full advantage of it. 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 that 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.

We don’t see any such limitation and feel like this case is fairly straight forward. 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 at step two of the process awaiting a chance to make our case.