ARTICLE 1. SETTLEMENT OF DISPUTES

Section 12.1 Definitions
A. Grievance. A complaint by one or more nurses or by the Association involving the interpretation, application or alleged violation of an express written provision of this Agreement, or any disciplinary or discharge action taken against a nurse, except that a grievance may not be brought over an oral reprimand, and a grievance concerning a written reprimand may not be advanced beyond the County Manager step.

B. Grievant. One or more nurses or the Association.

Section 12.2 Grievance and Arbitration Procedures
A. Informal Procedure. The grievant should take up the grievance or dispute with the Nursing Supervisor before proceeding to Step 1 of the Formal Grievance Procedure.

B. Formal Procedure.
   Step 1 – Department Head. If the grievance is not resolved informally or if the grievant prefers to go directly to Step 1, the grievant shall submit the grievance in writing to the Department Head within ten (10) working days after the grievant knows or should reasonably have known of the events giving rise to the grievance. Within five (5) working days after the grievance is submitted, the Department Head shall meet with the grievant in an attempt to settle the grievance.

   The Department Head shall have five (5) working days following this meeting to respond to the grievance. A copy of his or her response shall be sent to the Association.

   Step 2 – County Manager. If the Department Head’s response does not resolve the grievance, the grievance shall be submitted to the County Manager within five (5) working days from the expiration of the five-(5)-working-day period for response at Step 1. The grievance shall be presented in writing.
The County Manager shall have fifteen (15) working days to respond to the grievance at Step 2. A copy of the County Manager’s response shall be sent to the Association.

**Step 3 – Arbitration.** Should the aggrieved employee or the aggrieved employee’s representative not be satisfied with the determination at Step 2, the Association shall have the right to submit the matter to binding arbitration within fifteen (15) working days from the date the County Manager’s written decision is due or received, whichever is sooner. After the matter has been so submitted, the parties or representatives may agree upon an arbitrator, or may jointly request from the Federal Mediation and Conciliation Service a list of names of seven (7) arbitrators. The parties may select an arbitrator from the list by mutual agreement or shall alternatively strike names from the list until one name remains. Each party retains the right to reject one (1) list in its entirety and request that a new list be submitted.

The arbitrator’s decision shall be final and binding upon both parties, but the arbitrator shall have no power to alter in any way the terms of this Agreement or to impose on either party a limitation or obligation not explicitly provided for in this Agreement and the arbitrator shall be requested to issue his or her decision within thirty (30) days after conclusion of the proceedings.

Expenses for arbitrators’ services in the proceedings shall be borne equally by the County and the Association. However, each party shall be responsible for any other expenses incurred by it.

**Section 12.3 Time Extension**

The time limits expressed herein are of the essence of this Agreement. The time period specified in this Article may be extended or modified by mutual consent. Any modification of time limits must be agreed to in writing. If the County fails to meet or answer any grievance within the time limits prescribed for such action by this Article, the grievance shall be advanced to the next step. Failure by the employee or the Association to submit or advance a grievance in accordance with the time limits specified, without such a waiver, shall constitute abandonment of the grievance if the
County provides the Association representative with written notice (and a copy to members of the bargaining committee) of the expiration of time and allows seventy-two (72) hours in which to cure the failure to advance.

Section 12.4 Association Representative

The Association shall designate its representative for grievance processing. If the Association representative is a County nurse, she or he shall make every effort to investigate grievances and process them during hours, which will not unduly interfere with County operations. However, where it is reasonably necessary to investigate the grievance during working hours, it will be done without loss of pay to the Association representative, grievant or witnesses, whose presence in such investigation and processing is necessary. A list of Association representatives and other officers shall be provided to the County.

Section 12.5 Grievance Meetings

The Human Resources Director and the Department Head shall meet at mutually convenient times with representatives of the Association. The purpose of meetings with the Association will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the County other issues, which would improve relationships between the parties. Prior notice of topics for discussion at such meetings shall be furnished by each party to the other.

Section 12.6 Determination of Merit

The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance or arbitration procedures, which it believes, in good faith, lacks sufficient merit.

Section 12.7 Grievance Content

Written grievances shall include, to the best of the nurse’s understanding, a statement of the grievance and a specific remedy requested. Reference to the specific article of the Agreement alleged to have been violated should be included in the grievance statement.