

ARTICLE 22 – GRIEVANCE AND ARBITRATION

22.1 General Provisions. The grievance/arbitration procedure provides the means by which disputes or problems between the parties concerning the application, meaning or interpretation of this Agreement are to be resolved. Meetings to discuss a grievance are encouraged at each step of the process in order to resolve problems at the lowest level possible.

22.2 Time Limits. An alleged violation of this Agreement must be presented to the employee's manager as set forth in Section 22.3 below within thirty (30) days from the time the employee had knowledge, or in the normal course of events should have had knowledge, of the occurrence which created the problem, except as follows:

22.2.1 Disciplinary actions. Disciplinary actions must be grieved within thirty (30) days from the date the employee receives notification of the action.

22.2.2 Demotion, suspension or discharge. A demotion in pay, suspension or discharge must be grieved within fifteen (15) days from the date the employee receives notification of the action. Grievances pertaining to a demotion in pay, suspension or discharge shall be initiated at STEP 2 of the grievance procedure.

Time limits specified in this article must be observed unless extended by mutual agreement of the parties in writing.

22.3 Grievance Procedure.

Prior to formal grievance – nurse and manager. Except in cases of documented discipline, which shall be initiated directly at STEP 1, the employee will first attempt to resolve the problem with the employee's manager. When the employee brings the matter to the manager's attention, the employee must identify the matter as a potential grievance. When notified, the manager will schedule a meeting with the employee within ten (10) days of notification. The nurse will be permitted to bring a non-participating witness to the meeting if he or she so desires. The manager will respond in writing within fifteen (15) days following the meeting and the written response will

include notification of the employee's right to share the response with his or her representative, consult with an Association representative and file a grievance within fifteen (15) days. The response shall not violate any provision of this Agreement.

STEP 1. If the matter is not resolved through the attempted resolution with the manager, the employee, or the Association on behalf of the employee or group of employees, shall, within fifteen (15) days after receiving the manager's response or within fifteen (15) days of the response being due, present the grievance in writing, on the Association's official grievance form, complete with all the information required on the form, to the employee's division director or designee.

The written grievance statement shall include:

- a. The date the grievance occurred;
- b. A description of the problem;
- c. The contract provision alleged to be violated; and
- d. The remedy sought.

The division director or designee shall schedule a meeting with the grievant within fifteen (15) days of receipt of the grievance and then respond in writing within fifteen (15) days of the meeting. If a response is untimely, the grievance will be considered automatically elevated to STEP 2.

STEP 2. If the grievance is not resolved at STEP 1, the employee or the Association on behalf of the employee shall submit the written grievance and the response from the division director at STEP 1 to Human Resources. The grievance must be submitted within fifteen (15) days of the receipt of the response at STEP 1 or of automatic elevation from STEP 1. The Chief Nurse Executive or designee shall schedule a meeting with the grievant within fifteen (15) days of receipt of the grievance and then respond in writing within fifteen (15) days of the meeting. If a response is untimely, the grievance will be considered automatically elevated to STEP 3.

The parties shall meet and discuss the grievance at each step as described above unless such meeting is mutually waived. Other meetings may be held by mutual

agreement.

STEP 3. Arbitration. If the grievance is not resolved at STEP 2, the Association shall, within fifteen (15) days of the receipt of the response at STEP 2 or of automatic elevation from STEP 2, notify Human Resources that it wishes to submit the grievance to arbitration. Either the Association or the Employer may advance a grievance to arbitration; an individual employee or group of employees may not pursue arbitration without the Association's authorization.

- a. The parties agree that whenever feasible a pre-arbitration meeting will be held by the parties to attempt to formulate a submission agreement to the arbitrator.
- b. Selection of the arbitrator. The stated preference of the parties is to select an impartial arbitrator by mutual agreement. If the parties are unable to reach mutual agreement, then the arbitrator shall be chosen by the parties from an agreed list of arbitrators. Said list will consist of seven (7) names compiled by the parties. The parties shall alternately strike one (1) name each from the list (the first strike being determined by the flip of a coin) and the last name remaining shall be the arbitrator.

The parties agree to replace an agreed upon arbitrator from the list within 30 days after it is discovered that the arbitrator is no longer available. The parties may at any time, by mutual agreement, remove and replace one or more arbitrators from the list.

- c. Replacement. Either party may ask for the replacement of an arbitrator from the panel. Such a request shall be in writing. In the event of the need to replace a member of the panel of arbitrators, such replacement shall be made by the parties within fifteen (15) days. If the parties cannot agree upon a successor within the time specified, the successor shall be selected from a list submitted by the Employment Relations Board by a process identical to that of selecting an arbitrator from the panel for a specific grievance: The parties shall alternately strike one (1) name each

from the above list (the first strike being determined by a flip of a coin) and the last name remaining shall be the impartial arbitrator.

- d. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement. The arbitrator shall render a decision within thirty (30) days of the arbitration hearing.
- e. The arbitrator's fee and expenses shall be paid by the non-prevailing party. If, in the opinion of the arbitrator, neither party can be considered the non-prevailing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

22.4 Association Representation. The Association has the right to represent the employee at any step in the grievance procedure. If the employee chooses to represent herself/himself at a grievance step prior to arbitration, the Association has the right to be present at any grievance meeting, to receive copies of the grievance, to receive copies of the responses at each step in the grievance procedure, and/or to advise the Employer that it believes a settlement was a violation of the Agreement. An Association grievance of this nature shall be filed at STEP 2. The provisions of this section shall not diminish the statutory rights granted to exclusive bargaining representatives in ORS 243.666. Settlement of disputes by an individual nurse without the Association's knowledge shall be non-precedent setting, unless otherwise agreed to by the Association.

22.5 Denials of Block Vacation Requests. Block vacation request denials may be grieved using an expedited procedure.

22.5.1 Any such grievance must be filed no later than the employee's first scheduled work day following the passage of five (5) calendar days from the last eligible day for the approval of in-block requests.

22.5.2 The grievance will be filed at STEP 2 with the Chief Nurse Executive or his/her designee, who will respond in writing within seven (7) days of the receipt of the grievance.

22.5.3 If the grievance is not satisfactorily resolved within five (5) days of receipt of the STEP 2 response, the Association shall have five (5) days to advise the Chief Nurse Executive that it wishes to arbitrate the grievance.

22.5.4 The parties shall proceed in accordance with STEP 3 – Arbitration. The arbitrator shall be selected within five (5) days and a hearing will be scheduled at the earliest possible date. The arbitrator will render a decision within ten (10) days of the hearing.