A. A grievance is defined as any dispute by a nurse over the Service Center’s interpretation and application of the provisions of this Agreement. During a nurse’s probationary period, the nurse may present grievances under this Article to the same extent as any other nurse, except that the question of a probationary nurse’s continued employment shall be determined exclusively by the Service Center and shall not be subject to this Article.

A nurse who believes that the Service Center has violated provisions of this Agreement is encouraged to discuss the matter with the nurse’s manager before undertaking the following grievance steps. A grievance shall be presented exclusively in accordance with the following procedure.

**Step 1**--If a nurse has a grievance, he or she may present it in writing with the assistance of the Association (containing, to the best of the nurse’s understanding, the facts and Agreement provisions involved) to the nurse’s manager within fourteen (14) days after the date when he or she had knowledge or should have had knowledge of the occurrence involved. Only a nurse who was actually involved in the occurrence may present a grievance, unless he or she is mentally or physically incapable of doing so. A nurse who is an officer of the bargaining unit may present a group grievance where the occurrence actually involved at least three (3) nurses, who will be named in the grievance. The manager’s written reply is due within fourteen (14) days after having received the grievance. If a meeting is held at Step 1, the nurse may bring his or her Association representative.
**Step 2**--If the grievance is not resolved to the nurse’s satisfaction (or to the satisfaction of the bargaining unit officer presenting a group grievance) at Step 1, the nurse and or the Association may present the grievance in writing to the Director of Triage Services, within fourteen (14) days after receipt of the Step 1 reply by the Association. If a meeting is held at Step 2, the nurse may bring his or her Association representative. The Director of Triage Services or designee will have 14 days to reply upon receiving the grievance.

**Step 3**-- If the grievance is not resolved to the nurse’s satisfaction (or to the satisfaction of the Association officer presenting a group grievance) at Step 2, the Association may submit the grievance to an impartial arbitrator for determination. If it decides to do so, the Association must notify the Director of Triage Services in writing of such submission not later than fourteen (14) days after receipt of the Step 2 response by the Association or, if such response has not been received, within fourteen (14) days after proper presentation of the grievance to Step 2.

B. It is the intent of the parties that meetings will be held at all the steps and among the grievant and representatives of the Association and the Service Center, if requested by grievant, the Association or the Service Center. At such meeting(s), the grievance will be discussed in good faith. If meeting(s) are not held because of the unavailability of the grievant or persons from either the Service Center or the Association, the grievance will continue to be processed as set forth in the timelines above even though no reply was given by the Service Center at Step 1 or at Step 2.

C. A grievance will be deemed untimely if the time limits set forth above for presentation of a grievance to a step are not met, unless the parties agree in writing to extend such time limits.
D. If the parties are unable to mutually agree upon an arbitrator at Step 3, the arbitrator shall be chosen from a list of five (5) names furnished by the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from the list, with the first strike being determined by a flip of a coin, and the last name remaining shall be the arbitrator for the grievance.

E. The arbitrator’s decision shall be rendered within thirty (30) days after the grievance has been submitted to the arbitrator, unless the parties by mutual agreement extend such time limit.

F. The decision of the arbitrator shall be final and binding on the grievant and the parties, except that the arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement or to impose any obligation on the Association or the Service Center not expressly agreed to in this Agreement.

G. The fee and expenses of the arbitrator shall be shared equally by the Association and the Service Center, except that each party shall bear the expenses of its own representation and witnesses.

H. As used in this Article, “day” means calendar day.