

## ARTICLE 13 – GRIEVANCE PROCEDURE

- A. A grievance is defined as a complaint by one (1) or more nurses regarding Hospital's interpretation or application of the provisions of this agreement, including discipline or dismissal of the nurse (except for discipline or dismissal of an introductory nurse, which shall be final and binding on Hospital, the Association and the introductory nurse).
  
- B. It is the express intent of the parties that grievances be resolved informally whenever possible and at the lowest level of supervision. If a nurse cannot resolve a prospective grievance with their immediate supervisor, the nurse may present a grievance exclusively in accordance with the procedure set forth below. Time limits contained in this procedure may be extended by mutual agreement of the Employer and Association.
  
- C. Dismissal grievances must be filed in writing within the first fourteen (14) days following the dismissal and shall be initially filed with the VP of Patient Care Services or designee.

Step 1 - The nurse may present the grievance in writing to the immediate manager to whom the nurse reports, within fourteen (14) calendar days from the occurrence or the time when the nurse should reasonably have been aware of the occurrence giving rise to the grievance. A written grievance shall set forth the nurse's complaint, provisions(s) of this Agreement allegedly violated, and the specific remedy requested.

The immediate manager shall meet with the nurse to consider the grievance within fourteen (14) calendar days of the grievance's presentation to the immediate manager. The immediate manager shall, regardless of such meeting, respond to the grievance in writing within fourteen (14) calendar days of the grievance's presentation to the immediate manager.

Step 2 - If the grievant is not satisfied with the immediate manager's

response, or has not received such response in the described time, the grievant may present the grievance in writing to the Vice President of Patient Care Services or designee, within fourteen (14) calendar days after the period specified for the departmental manager's response at Step 1.

The Vice President of Patient Care Services or designee shall meet with the nurse to consider the grievance within fourteen (14) calendar days of the grievance's presentation to the Vice President or designee. The Vice President of Patient Care Services or designee shall, regardless of such meeting, respond to the grievance in writing within fourteen (14) calendar days of the grievance's presentation to the Vice President of Patient Care Services or designee.

Step 3 - If the grievant is not satisfied with the response of the Vice President of Patient Care Services or designee or has not received such response in the described time, the grievant may submit the grievance in writing to the Chief Executive Officer (CEO) or their designee within fourteen (14) calendar days after the period specified for the response of the Vice President of Patient Care Services or designee at Step 2.

The Chief Executive Officer or their designee shall, within fourteen (14) calendar days after submission to Step 3, meet with the nurse and a representative of the Association, if the nurse so desires. The Chief Executive Officer or his designee shall make a determination of the matter in writing within fourteen (14) calendar days following said meeting or, if no meeting is held, within fourteen (14) calendar days following the period during which said meeting could have been held at this step. The determination shall be in writing, with copies sent to both the grievant and the Association.

Step 4 - If the CEO's determination at Step 3 is unsatisfactory to the

grievant or if such determination has not been made within the described time, the Association, with the written consent of the grievant, may present the grievance to arbitration if written notice is given to the CEO within 14 calendar days after the CEO's determination or, if such determination is not given as described, within fourteen (14) calendar days after the date when such determination should have been issued.

- D. In the event a grievance is submitted to arbitration, the arbitrator shall be selected by mutual agreement between representatives of the Association and Hospital. If they cannot agree on an arbitrator within five (5) calendar days after written notice of submission to arbitration, the Federal Mediation and Conciliation Service shall be jointly requested to submit a list of seven (7) Oregon arbitrators from which each representative shall strike alternately a name until only one name remains. The remaining person shall be selected as the arbitrator.
- E. The arbitrator's decision shall be final and binding upon the nurse, Association, and Hospital; provided, however, that they shall not have the authority to modify, add to, alter, or detract from provisions of this Agreement, or to award any monetary or other relief for any period earlier than twenty-one (21) days prior to the date on which the written request was submitted to the Vice President of Patient Care Services or designee. The Hospital and the Association agree to jointly request that the arbitrator issue the written decision within thirty (30) days of the closing of the hearing or the submission of the briefs, whichever is later. The arbitrator's decision and award shall be based solely on their interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. If the matter sought to be arbitrated does not involve an interpretation or application of the terms or provisions of this Agreement, the arbitrator shall so rule in their award and the matter shall not be further entertained by the arbitrator. The arbitrator shall not render an award inconsistent with the Management Rights article of this Agreement.
- F. Failure of the Hospital to respond within the specified time shall allow the nurse to submit the request to the next level. Failure of the nurse or the Association to

submit the request to the next level within the specified time shall constitute abandonment of the request, except that the time limits set forth in this article may be waived by mutual agreement of the Association and Hospital in writing.

- G. The fee and expenses of the arbitrator shall be borne equally by the Association and the Hospital. Each party shall otherwise bear its own expenses related to the arbitration.