

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

**7.1 When Applicable.** This Article shall be the exclusive method to be used to settle grievances regarding interpretation or application of this Agreement which may arise between the Medical Center and the Association or any nurse during the term of this Agreement. A probationary nurse may file grievances under this Article except that issues relating to discipline, suspension, and discharge of a probationary nurse shall be determined exclusively by the Medical Center and shall not be subject to this Article. A grievance shall be presented exclusively in accordance with the following procedure:

### **7.2 Grievance Procedure.**

- Step 1** A grievance must be presented in writing to the Human Resources Director or designee within twenty-one (21) calendar days from the time the employee knew or should have known of the occurrence giving rise to the grievance. If a nurse presents a grievance hereunder, the grievance shall include, to the best of the nurse's understanding, a description of the problem and the contract provisions thought to be violated. A grievance relating to pay shall be timely if received by the Medical Center within twenty-one (21) calendar days after the employee knew or should have known of the payroll error. In the event of an issue concerning a discharge, the issue must be presented within seven (7) calendar days following termination. The immediate supervisor's or designee's written reply is due within seven (7) calendar days of such presentation. A Step 1 meeting may be held within fourteen (14) calendar days following the filing of the grievance, in which case the immediate supervisor's or designee's written reply is due within seven (7) calendar days after this meeting.
- Step 2** If not resolved at Step 1, the issue may thereafter be presented in writing to the appropriate department/division head or his/her designee within ten (10) calendar days from receipt of the supervisor's reply of the date such reply was due in Step 1. The department/division head or designee shall

then meet within fourteen (14) calendar days with the nurse and a representative of the Association, if the nurse so desires, to resolve the matter, and shall reply in writing within seven (7) calendar days after the meeting.

**Step 3** If not resolved at Step 2, the grievance may thereafter be presented in writing to the Regional Vice President of Patient Care Services or his/her designee for consideration and determination within ten (10) calendar days after receipt of the department/division head's response or if the department/division head's response is not received within that period, within ten (10) calendar days after the expiration of time allotted in Step 2 for the department/division head's response. The Regional Vice President of Patient Care Services or designee shall meet within fourteen (14) calendar days with the nurse and a representative of the Association to resolve the matter and shall reply in writing within ten (10) calendar days after the meeting.

**Step 4** If the grievance is not resolved at Step 3, the Association may thereafter present it to an impartial arbitrator for determination by giving the Medical Center written notice within twenty-one (21) calendar days after receipt of the Step 3 reply of the Association's intent to refer the matter to arbitration.

**7.3 Association Grievance.** A grievance, as defined in Section 7.1, relating to occurrences actually involving at least five (5) nurses or arising under the Association Representative article, may be initiated by the Association at Step 2 of the above-mentioned procedure by the filing of a written grievance, signed by a representative of the Association, within 35 calendar days from the date of occurrence. Such grievance shall describe the problem and the contract provisions thought to be violated.

**7.4 Timeliness.** A grievance will be deemed untimely if the time limits set forth above for presentation of a grievance at Step 1 or of an Association grievance at Step 2 are not met, unless the parties agree in writing to extend such time limits. Subsequent grievance advancements and responses will be deemed untimely if the time limits set forth above are not met, unless the parties mutually agree in good faith to extend such time limits. Such extension shall be documented in writing if requested by either party. If a response is untimely, the grievance shall be considered automatically elevated to the next Step in the grievance process.

**7.5 Contract Provision Alleged to Have Been Violated.** If, at any time subsequent to initial presentation of the grievance, the grievant or Association believes contract provision(s) additional to those described upon initial presentation have been violated, the grievant or Association shall file an amended grievance specifying the additional contract provision(s) thought to be violated and stating the reasons for believing such provision(s) have been violated. After advancing the grievance to arbitration under Section 7.6, the Association can call for reconvening of the parties if any additional contract provisions are thought to be violated based upon the discovery of additional information. If the Association does not notify the Medical Center, the grievance cannot be amended at arbitration.

**7.6 Arbitration Procedure.**

A. The Medical Center and the Association or their designees shall meet within a reasonable period of time after the grievance is submitted to them to select a mutually acceptable arbitrator. In the event that they cannot agree upon an arbitrator within five (5) working days after the meeting, the Federal Mediation and Conciliation Service shall be jointly requested to submit a list of five (5) names from which each representative shall alternately strike one name until only one name remains; this person shall be selected to arbitrate the matter.

B. The parties shall stipulate to the arbitrator the issue(s) to be decided. If the parties cannot agree, each party will submit a written statement defining

the issue(s) in their own terms to the arbitrator. The decision or decisions of the arbitrator shall be announced in writing to the parties within thirty (30) days following the hearing of the arbitration and shall be final and binding on both parties. The expenses of the arbitration shall be borne equally by the Medical Center and the Association. Each party shall bear the expenses of its own representation and witnesses.

C. It is further understood and agreed that the arbitrator's decision may provide retroactivity not to exceed ninety (90) calendar days from the date of the written filing of the complaint set forth in this Section.

D. The jurisdiction of the arbitrator shall be confined in all cases exclusively to questions involving the interpretation and application of existing clauses or provisions of this professional Agreement. The arbitrator shall not have authority to modify, add to, alter, or detract from provisions of this Agreement.

**7.7 Nurse Representatives.** Bargaining unit nurse representatives shall be released from duty on paid time to attend disciplinary and grievance meetings when staffing allows. If release time is unable to be granted during work time, the nurse representative shall be paid for their time to attend disciplinary and grievance meetings.

**7.8 Association Investigation of Grievances.** The Association, including nurse representatives, shall give advance notice to a designated Human Resources labor relations specialist prior to conducting an investigation of a grievance or potential grievance in a work area.