

ARTICLE 15. GRIEVANCE PROCEDURE

- A. Definition. A grievance is defined as a difference of opinion concerning the application or interpretation of this Agreement. It is the express intent of the parties that grievances shall be resolved informally with the manager whenever possible and at the lowest possible step. Grievances may be, by written mutual consent of the parties, referred back for further consideration or advanced to a higher step.
1. 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 with a copy given to Human Resources.
- B. Procedure. Grievances shall be processed in the following manner:
1. Step 1. The nurse or Association representative shall present the grievance, in writing, to the nurse's immediate supervisor within fourteen (14) calendar days of its occurrence or the date the nurse or Association knew or should have known of the grievance, whichever is later. The written grievance shall identify the provision of the Agreement which has allegedly been violated and shall state what happened to cause the grievance and the relief requested. The supervisor and the nurse shall then meet to attempt to adjust the matter within fourteen (14) calendar days from the date the grievance is received. The supervisor shall respond to the grievance, in writing, to the grievant and the Association representative within fourteen (14) days of the first step meeting.
 2. Step 2. If a grievance has not been settled between the affected nurse and the nurse's supervisor, it shall be presented in writing to the VP of Patient Care Services by the Association representative within fourteen (14) calendar days after the supervisor's response at Step 1. The VP of Patient Care Services shall meet with the grievant and an Association representative within fourteen (14) calendar days of receipt of the grievance and shall respond in writing to the grievant and Association representative within fourteen (14) calendar days after the Step 2 meeting.
 3. Step 3. If the grievance is unsettled after the reply of the VP of Patient Care Services, the Association shall submit a written grievance to the

Hospital Administrator or his designee within fourteen (14) calendar days of receipt of the Hospital's reply at Step 2. The Hospital Administrator or his designee shall meet with the grievant and Association representative within fourteen (14) calendar days of receipt of such grievance. The Hospital Administrator or designee shall respond to such grievance in writing within fourteen (14) calendar days of the Step 3 meeting.

4. Step 4. If the grievance is still unsettled, the Association shall, within seven (7) calendar days of receipt of the decision of the Administrator, have the right to have the matter submitted to final and binding arbitration as provided herein. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) calendar days from the request for arbitration the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) names. Both the Employer and the Association shall have the right to strike three (3) names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses for the arbitration shall be borne equally by the Association and Hospital, and each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.
5. The grievant, any nurse representative or nurse witness shall be granted release time without loss in pay or benefits to participate in grievance meetings. It is understood that this does not require payment to nurses unless the grievance meeting is during the nurse's working time. This section does not apply to an arbitration hearing.

C. In an effort to work together, to expedite the grievance process, and to resolve

concerns in a timely fashion, the Association will make a good faith effort to also provide grievance documents to Human Resources according to the timelines set forth in this Article. Failure to provide a copy to Human Resources will not constitute the basis for a procedural bar in Arbitration.

- D. Determination of Merit. The provisions of this Article shall not be interpreted to require the Association to process any grievance through the grievance or arbitration procedure which the Association believes, in good faith, lacks sufficient merit.
- E. Arbitrator's Authority. The Arbitrator shall have no authority to amend, nullify, modify, ignore, add to or otherwise alter the provisions of this Agreement, and shall decide only the grievance presented. The Arbitrator's decision and award shall be based on the Arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The award of the Arbitrator shall be final and binding on the Employer, the Association and all employees involved.

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.

- F. Time Limits. It is the intent of the parties that the time lines of this grievance and arbitration procedure shall be strictly adhered to; however, the time lines, after Step 1, may be adjusted by mutual written agreement by the parties to accommodate scheduling. The Employer shall have the right to refuse to arbitrate a grievance which is not raised in a timely fashion.
- G. Introductory Employees. A nurse suspended or terminated during the nurse's introductory period shall not be entitled to invoke the grievance and arbitration procedure to contest such suspension or termination.
- H. Election of Remedies. A nurse's election of any administrative or judicial proceeding in addition to this grievance procedure which involves any matter

which is or might be alleged as a grievance under this Article shall relieve the Employer of any obligation to arbitrate such grievance. In such event, for purposes of the grievance procedure, the Employer's last response at Step 4 shall be final and binding on all parties.