

UNION PROPOSAL
ARTICLE 13 – GRIEVANCE PROCEDURE

A. Grievance Definition.

A grievance is defined as any allegation that the Hospital has breached one (1) or more provisions of Hospital policy or this Agreement.

1. Step One.

A grievance shall first be presented to the Nurse Manager in writing within thirty (30) days of the occurrence or the date the Nurse should reasonably have knowledge of it.

The Nurse Manager will have five days to set up a meeting to discuss the matter. The aggrieved Nurse and/or a representative of the Union, if the Nurse so desires, shall meet with the Nurse Manager in an attempt to resolve the grievance.

The Nurse Manager will have fourteen (14) days after the meeting to respond in writing to the grievance. If no conference is held, the Nurse Manager will have twenty-one (21) days from the date of submission of the grievance to the Nurse Manager.

2. Step Two.

If dissatisfied with the decision of the Nurse Manager, a grievance may then be presented to the Chief Nursing Officer (CNO), or designee, within fourteen (14) calendar days of the response from the Nurse Manager.

Grievances alleging violations of Hospital policy or this Agreement affecting more than one Nurse may be filed by the Union at Step Two. A Union grievance must be filed in writing within thirty (30) calendar days of the date the Union should reasonably have knowledge of the violation.

Grievances alleging violations of Hospital policy or this Agreement involving the termination of a Nurse shall be filed at Step Two within thirty (30) days of the notification of termination.

The aggrieved Nurse and/or, if the Nurse so desires, a representative of the Union, shall meet with the CNO, or designee, within seven (7) days of the filing of the Step Two grievance in an attempt to resolve the grievance.

The CNO shall submit a written response to the grievant, with a copy to the Union, within fourteen (14) calendar days of the Step Two meeting, or if no conference is held, within twenty-eight (28) calendar days of the date of submission of the grievance to the CNO.

3. Step Three.

In the event the grievance is not resolved by the procedure outlined in (A)(2)

1 above, the grievance shall be submitted in writing to the Hospital President
2 within fourteen (14) calendar days of the receipt of the written response or last
3 date for such response in (A)(2) above.
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5 The Hospital President or designee shall meet with the aggrieved Nurse and/or,
6 if the Nurse so desires, a Union representative within fourteen (14) calendar
7 days of the filing of the grievance with the President.
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9 The President shall respond in writing to the grievant, with a copy to the Union
10 within seven (7) days from the date of the conference with the President, or, if
11 no conference is held, within twenty-one (21) calendar days of the date of
12 submission of the grievance to the President.
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14 **4. Step Four.**

15 In the event the grievance is not resolved by the procedure outlined in (A)(3)
16 above, the Union may refer the grievance to binding arbitration through written
17 notice to the Hospital within fourteen (14) calendar days of the answer of the
18 Hospital President.
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20 Within fourteen (14) calendar days following receipt of the Union's notice of
21 intent to arbitrate, the Parties shall meet to try to mutually agree upon the
22 selection of an arbitrator. If the Parties cannot agree upon the selection of an
23 arbitrator within the fourteen-day (14-) period, the Parties agree to select an
24 arbitrator from a list of seven (7) submitted by the Federal Mediation and
25 Conciliation Service from among those on its panel of arbitrators who are also
26 members of the American Arbitration Association. A selection from the list shall
27 be made within five (5) days of receipt of the list.
28

29 All time limits set forth above may be extended by mutual agreement, in writing.
30 Selection of an arbitrator from a list may be made by mutual agreement
31 between the Parties or by alternatively striking one (1) name each from the list
32 until one (1) is left. The first strike shall be determined by the flip of a coin.
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34 The arbitrator's decision shall be final and binding upon the Employer and the
35 Union; provided, however, that the arbitrator shall not, without specific written
36 agreement of the Employer and the Union with respect to the arbitration
37 proceeding before them, be authorized to add to, detract from, or in any way
38 alter the provisions of this Agreement.
39

40 The arbitrator's pay and all jointly incurred incidental expenses of the arbitration
41 shall be borne equally by the Parties. If a court-reported transcript is requested
42 by a Party and used by both Parties, that cost shall also borne by both Parties. If
43 only one of the Parties utilizes the transcript, the full cost of the court-reported
44 transcript shall be borne by the Party requesting the court reporter. However,
45 each Party shall bear the other expenses of presenting its own case.
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