

UNION PROPOSAL
ARTICLE 13 - GRIEVANCE PROCEDURE

A. A grievance is defined as any allegation that the Hospital has breached one or more provisions of this ~~a~~Agreement **and/or Hospital policy incorporated by reference**. This Article, and the process contained herein, shall be the exclusive method to be used to resolve such grievances.

1. Step One: A grievance shall first be presented to the Nurse Manager in writing within ~~44~~ **30** calendar days of the occurrence or the date the Nurse should reasonably have knowledge of it. In the case of an Association **Union** grievance, such grievance must be filed in writing within ~~44~~ **30** calendar days of the date the Association should reasonably have knowledge of it. The grievance must state the facts surrounding the grievance, and the specific provisions of this ~~a~~Agreement **and/or Hospital policy incorporated by reference** alleged to have been violated.

The Nurse Manager will ~~have 14 calendar days to~~ set up a meeting **to be held within 14 calendar days from the filing of the grievance** to discuss the matter. The allegedly aggrieved Nurse, and a representative of the Union, if the nurse so desires, shall meet with the Nurse Manager in an attempt to resolve the grievance.

If the Nurse Manager fails to set up a grievance meeting to be held within 14 calendar days of the filing of the grievance, the grievance and remedy will be deemed upheld.

The Nurse Manager will have 14 calendar days after the meeting to respond in writing to the complaint, dispute, or difference.

An Association **Union** grievance shall be submitted at Step 1, unless it involves multiple departments, in which case it may be submitted at Step 2.

2. Step Two: If dissatisfied with the decision of the Nurse Manager, a grievance may then be presented to the associated Director, ~~or designee~~, within fourteen (14) calendar days of the response from the Nurse Manager.

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, if the Nurse so desires, a representative of the Association **Union**, shall ~~have 14 calendar days to~~ set up a meeting with the Director, or designee, **within 14 days of filing of the Step Two grievance** in an attempt to resolve the grievance.

1 The Director, or designee, shall submit a written response to the grievant, with a
2 copy to the Association Union, within 14 calendar days of the Step Two
3 meeting, or if no conference meeting is held, within 21 calendar days of the date
4 of submission of the Step Two grievance to the Director.

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6 3. Step Three: In the event the grievance is not resolved by the procedure
7 outlined in (A)(2) above, the grievance shall be submitted in writing to the Vice
8 President – Chief Nursing Officer (CNO) within 14 calendar days of the receipt
9 of the written response or last date for such response in (A)(2) above.

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11 The VP-CNO, or designee, shall ~~meet~~ set up a meeting to be held within 14
12 calendar days from the filing of the Step Three grievance to discuss the matter
13 with the aggrieved Nurse and an Association representative within 14 calendar
14 days of the filing of the grievance with the VP-CNO.

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16 The VP-CNO shall respond in writing to the grievant, with a copy to the Associa-
17 tion, within 14 days from the date of the conference meeting with the VP-CNO,
18 or, if no conference meeting is held, within 21 calendar days of the date of
19 submission of the Step Three grievance to the VP-CNO.

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21 4. Step Four: In the event the grievance is not resolved by the procedure
22 outlined in (A)(3) above, the Association Union may refer the grievance to
23 binding arbitration through written notice to the Hospital within 14 calendar
24 days of the answer of the VP-CNO.

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26 Within 14 calendar days following receipt of the Association's Union's notice of
27 intent to arbitrate, the parties shall try to mutually agree upon the selection of an
28 arbitrator. If the parties cannot agree upon the selection of an arbitrator within
29 the 14-day period, the parties agree to select an arbitrator from a list of 11
30 submitted by the Federal Mediation and Conciliation Service from among those
31 on its panel of arbitrators who have a business address in Oregon, Washington,
32 California, Idaho, Nevada or Utah. A selection from the list shall be made within
33 five days of receipt of the list.

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35 a.—Selection of an arbitrator from a list may be by mutual agreement between
36 the parties or by alternatively striking one name each from the list until one is
37 left. The first strike shall be determined by the flip of a coin.

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39 b.—The arbitrator's decision shall be final and binding upon the Employer
40 Hospital and the Association Union. The Arbitrator's jurisdiction shall be limited
41 to interpretation of specific provisions of this Professional Agreement and/or
42 Hospital policy incorporated by reference. The arbitrator shall not, without
43 specific written agreement of the Employer Hospital and the Association Union
44 with respect to the arbitration proceeding before them, be authorized to add to,
45 detract from, or in any way alter the provisions of this Agreement and/or
46 Hospital policy incorporated by reference.

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2 e.—The arbitrator's pay and all jointly incurred incidental expenses of the
3 arbitration shall be borne equally by the parties. If a court reported transcript is
4 requested by a party and used by both parties, such cost shall also be borne
5 equally by both parties. If only one of the parties utilizes the transcript, the full
6 cost of the court reported transcript shall be borne by the party requesting the
7 court reporter. However, each party shall bear the other expenses of presenting
8 its own case.
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10 d.—The Arbitrator's decision shall be announced in writing to the parties within
11 thirty days following the hearing, or if the parties submit post-hearing briefs,
12 within thirty days following submission of the post-hearing briefs.
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14 5. The parties may mutually agree to mediate a grievance prior to arbitration by
15 requesting the assistance of a mediator with the Federal Mediation and
16 Conciliation Service.
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18 ~~6. The time limits for filing and processing grievances are material and~~
19 ~~essential terms of this Agreement. Only grievances which are processed in the~~
20 ~~manner and within the time limits provided herein shall be subject to arbitration.~~
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22 7 6. All time limits set forth above may be extended by mutual agreement, in
23 writing. Absent such written agreement to extend, any grievance not moved to
24 the next Step by the Union within the aforesaid time limits shall be considered
25 withdrawn and may not be submitted to arbitration.
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27 ~~8. Only grievances which involve the application or interpretation of an alleged~~
28 ~~violation by the Employer of a specific section or provision of this Agreement~~
29 ~~shall be subject to arbitration.~~