

ARTICLE 22 – GRIEVANCE PROCEDURE

A. Purpose. Both the Medical Center and Association subscribe to the principle that grievances be promptly heard, acted upon and effectively resolved. Grievances which arise between the Medical Center and any nurse during the term of this Agreement shall be handled through this Article.

B. Definitions. A grievance is defined as any dispute over the Medical Center's interpretation and application of the provisions of this Agreement. As used in this Article, the word "days" shall mean calendar days.

C. Probationary Nurses. Probationary nurses shall have access to this grievance and/or arbitration procedure except for matters relating to discipline or termination.

D. Procedure. A nurse who believes that the Medical Center has violated provisions of this Agreement is encouraged to discuss the matter with the nurse's manager before undertaking the following grievance steps. A grievance shall be presented exclusively in accordance with the following procedure:

Step 1: After consulting with a representative or officer of the Association, the nurse or the Association shall present the grievance in writing to the nurse manager or appropriate representative of the Medical Center as soon as possible but no later than ~~fourteen (14)~~ **twenty-one (21)** days from the date of occurrence, or the date when the nurse should reasonably have known of the occurrence, of the alleged violation upon which the grievance is based. The grievance shall set forth the facts of the dispute, including the date of the alleged violation, the names of the employee(s) affected, the specific provisions of this Agreement in dispute, and the relief requested. Any nurse who is an officer of the bargaining unit or the Association may present a group grievance where the occurrence actually involved at least four nurses, provided that either an officer of the bargaining unit or one of the affected nurses signs the grievance. The nurse manager or appropriate representative of the Medical Center shall respond in writing with his/her specific reasons within ~~seven (7) fourteen (14)~~ **seven (7) fourteen (14)** days after the discussion, if any, or within ~~fourteen (14) twenty-one (21)~~ **fourteen (14) twenty-one (21)** days after receipt of the grievance, whichever is later.

Step 2: If the nurse is dissatisfied with the decision under Step 1, the nurse may present the grievance in writing to the Director of Nursing or appropriate management representative within ~~seven (7) fourteen (14)~~ **seven (7) fourteen (14)** days of receiving a response required by Step 1. The Director of Nursing or other appropriate management representative shall meet with the grievant and a representative of the Association within seven (7) days and shall render a written response within ~~fourteen (14) five (5)~~ **fourteen (14) five (5)** days of such meeting.

Step 3: If the grievance is not resolved under Step 2, Association may submit the grievance to the Administrator within ~~seven (7) fourteen (14)~~ **seven (7) fourteen (14)** days after receipt of the Director's response. The submission will include a written statement of the specific reasons for moving the grievance to this step that will provide the Administrator with

The Employer reserves the right to add, alter, amend, modify, substitute or withdraw any proposals during these negotiations.

sufficient information to investigate and respond to the grievance. The Administrator or designee's written response to the grievance shall be given within ~~seven (7)~~ fourteen (14) days after a meeting between him/her and the grievant and a representative of Association. If no meeting is held, such written response is due within ~~ten (10)~~ twenty (20) days of presentation of the grievance.

Step 4: If the grievance is not resolved on the basis of the foregoing procedure, Association may submit the grievance to arbitration by notifying the Medical Center in writing within ten (10) days from receipt of the Administrator's response, or if the written response is not received within that time period, within twenty ~~eight (28)~~ (20) days after proper presentation of the grievance to Step 3.

- a. In the event the parties are unable to agree on the arbitrator within seven (7) days from the date the grievance is tendered at Step 4, the arbitrator shall be chosen from a list of five (5) names from the state of Oregon furnished by the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from the list, with the first strike being determined by the flip of a coin, and the last name remaining shall be the arbitrator for the grievance.
- b. The arbitrator will render a decision within thirty (30) days from the close of the hearing.
- c. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not have the power to add to, subtract from or modify the terms of this Agreement.
- d. Expenses and compensation of the arbitrator will be divided equally between the Medical Center and Association.

E. Timelines. A grievance will be deemed untimely if the time limits set forth above for presentation of a grievance to a step are not met, unless the parties agree in writing to extend such time limits. **An untimely grievance shall be considered withdrawn with prejudice. If the time limits set forth above for employer response at a particular grievance step are not met then the grievance will be deemed denied at that step, unless the parties agree in writing to extend such time limits.**