

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 ~~fourteen (14)~~ **thirty (30)** days of the occurrence or the date the Nurse should reasonably have knowledge of it. ~~In the case of an Association grievance, such grievance must be filed in writing within fourteen (14) calendar days of the date the Association 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 Association, 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 ~~Vice President, 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 Association at Step Two. An Association grievance must be filed in writing within thirty (30) calendar days of the date the Association 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 Association, **if the Nurse so desires,** shall meet ~~(within seven (7) days of the filing of the grievance)~~ 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 Association, within fourteen (14) calendar days of the Step Two meeting, or if no conference is held, within ~~fourteen (14)~~ **twenty-eight (28)** calendar days of the

1 date of submission of the grievance to the CNO.

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3 **3. Step Three.**

4 In the event the grievance is not resolved by the procedure outlined in (A)(2)
5 above, the grievance shall be submitted in writing to the Hospital President
6 within fourteen (14) calendar days of the receipt of the written response or last
7 date for such response in (A)(2) above.

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9 The Hospital President or designee shall meet with the aggrieved Nurse and/or;
10 an Association representative, **if the Nurse so desires**, within fourteen (14)
11 calendar days of the filing of the grievance with the President.

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13 The President shall respond in writing to the grievant, with a copy to the
14 Association within seven (7) days from the date of the conference with the
15 President, or, if no conference is held, within ~~fourteen (14)~~ **twenty-one (21)**
16 calendar days of the date of submission of the grievance to the President.

17
18 **4. Step Four.**

19 In the event the grievance is not resolved by the procedure outlined in (A)(3)
20 above, the Association may refer the grievance to binding arbitration through
21 written notice to the Hospital within fourteen (14) calendar days of the answer of
22 the Hospital President.

23
24 Within fourteen (14) calendar days following receipt of the Association's notice
25 of intent to arbitrate, the parties shall meet to try to mutually agree upon the
26 selection of an arbitrator. If the parties cannot agree upon the selection of an
27 arbitrator within the fourteen-day (14-) period, the parties agree to select an
28 arbitration from a list of seven (7) submitted by the Federal Mediation and
29 Conciliation Service from among those on its panel of arbitrators who are also
30 members of the American Arbitration Association. A selection from the list shall
31 be made within five (5) days of receipt of the list.

32
33 All time limits set forth above may be extended by mutual agreement, in writing.
34 Selection of an arbitrator from a list may be by mutual agreement between the
35 parties or by alternatively striking one (1) name each from the list until one (1) is
36 left. The first strike shall be determined by the flip of a coin.

37
38 The arbitrator's decision shall be final and binding upon the Employer and the
39 Association; provided, however, that the arbitrator shall not, without specific
40 written agreement of the Employer and the Association with respect to the
41 arbitration proceeding before ~~him/her~~ **them**, be authorized to add to, detract
42 from, or in any way alter the provisions of this Agreement.

43
44 The arbitrator's pay and all jointly incurred incidental expenses of the arbitration
45 shall be borne equally by the parties. If a court-reported transcript is requested
46 by a party and used by both parties, that cost shall also **be** borne by both

1 parties. If only one of the parties utilizes the transcript, the full cost of the
2 court-reported transcript shall be borne by the party requesting the court
3 reporter. However, each party shall bear the other expenses of presenting its
4 own case.
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