

ARTICLE XII - GRIEVANCE PROCEDURES

Section 1. Definition. "Grievance" shall mean a claim by an employee that a specific provision of this Agreement has been violated.

Section 2. Time Limits. Any time limits provided in this grievance procedure may be waived only by mutual agreement of the parties. A failure by the Hospital to respond within the time limits provided or agreed upon shall be deemed a rejection of the grievance, and the grievance may be filed in the next step within the time provided from the date of rejection. A grievance may be terminated at any time upon receipt of a signed statement from the Association that the matter has been resolved; and a failure to submit or pursue the grievance in accordance with this procedure or within the time limits prescribed or agreed upon shall constitute an abandonment of the grievance.

Section 3. Association and Nurse Participation. The Association shall receive copies of all grievance notices and shall be entitled to participate in all of the grievance procedures. An employee or an Association Representative may initiate a grievance under this Agreement. Once a grievance is filed it shall be processed solely by the Association as the exclusive collective bargaining representative of employees under this Agreement. The Association shall not be required to process any grievance which it believes lacks sufficient merit and any such determination made in good faith shall be dispositive of the grievance.

Section 4. Grievance Procedure. The steps of the grievance procedure shall be as follows:

(a) After first attempting to resolve the grievance informally with the nurse's superior, the nurse may file a grievance in writing with the department head within 14 calendar days from the occurrence which is the subject of the grievance, or from the time the nurse knew or reasonably should have known of such occurrence. The written grievance shall contain a statement of the relevant facts, the nature of the grievance, and the relief or remedy requested.

(b) Within 10 calendar days of the receipt of the written grievance, the Director of Nurses shall either respond in writing to the grievance or notify the Association and nurse in writing that the grievance has been referred to the Hospital Administrator.

(c) If the grievance remains unresolved by the immediate supervisor, then within 10 calendar days the Association may submit the grievance in writing to the Hospital Administrator. The Hospital Administrator will, within 10 calendar days of receipt of the grievance, conduct a conference with the affected parties for the purpose of resolving the grievance. A written response to the Association and nurse shall be made by the Hospital Administrator within five calendar days after the conference.

(d) If the grievance is not resolved after the receipt of the written response from the Hospital Administrator, then the Association may, within 10 calendar days thereafter, notify the Director in writing of its desire to submit the matter to arbitration under the following procedures:

(1) The Association and Hospital shall select one arbitrator, but if they cannot agree upon an arbitrator within a period of 10 calendar days, then either party may request a list of nine arbitrators from the Federal Mediation and Conciliation Service and the parties shall alternately strike one name, and the last name remaining shall be the arbitrator. The parties agree that FMCS shall be required to provide a list of Northwest arbitrators. All arbitrators on

the FMCS provided list must actually have as his or her primary residence a location in Oregon, Washington or Idaho as of the date such arbitrator is selected by the parties.

(2) The arbitrator's fee shall be borne by the loser as determined by the arbitrator. Each party shall be responsible for the costs of presenting its case to arbitration.

(3) No question, issue or matter shall be considered or decided in arbitration except the claimed violation of a specific provision of this Agreement as contained in the written grievance submitted to the Hospital Administrator, or those contained in a written stipulation between the parties. The arbitrator shall have no authority to add to, modify or detract from this Agreement and may only consider the claim based upon a specific provision of this Agreement. The arbitrator shall render his/her decision as soon as possible and in no case later than 30 calendar days after the hearing has been closed or briefs have been submitted, whichever is later.

(4) Either party may make a verbatim record of the arbitration proceeding, or both parties may share jointly the cost of making or transcribing such record.

(5) Decisions on all questions properly submitted to arbitration and within the scope of his authority shall be final and binding upon the parties.

(e) The grievant and one nurse representative may be authorized by their immediate supervisor(s) to process a grievance without loss of regular pay, so long as such activity does not exceed one hour per grievance. Under no circumstance will pay be granted for time when the employees would not have been scheduled to work nor for hours which result in overtime.

(f) A probationary employee disciplined or terminated during his probationary period shall not be entitled to invoke the arbitration procedure to contest such action.

A new employee shall serve a probationary period of 480 hours, not to exceed 180 calendar days, during which time the employee may be terminated by the Hospital with or without cause.

(g) The Hospital shall have no obligation to arbitrate any grievable occurrence or dispute arising on or after the termination date of this Agreement.