

## ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 The purpose of this Article is to provide a method for settlement of complaints or problems raised by a nurse alleging that a provision of this Agreement has been violated. It must be presented and processed in accordance with the following steps, time limits and conditions as herein set forth.

Step 1. Nurse and Immediate Supervisor. The grievant shall first attempt to resolve the alleged violation with the nurse's immediate supervisor no later than within 10 calendar days of the nurse's knowledge that the grievance exists. The grievance shall describe the conduct which allegedly violated the agreement, and state the section of the agreement allegedly violated, in writing, to the nurse's immediate supervisor. The immediate supervisor shall have seven calendar days to resolve the problem and shall respond in writing to the nurse.

Step 2. Nurse, Association Representative and Executive Director Patient Care Services. If the matter is not resolved to the satisfaction of the nurse in Step 1 above, she may thereafter present the matter in writing to the Executive Director Patient Care Services within 10 calendar days of the immediate supervisor's decision. The Executive Director Patient Care Services shall then meet within 10 calendar days with the nurse and a representative of the Association to resolve the matter and shall reply in writing within seven calendar days after said meeting. An Association grievance may be initiated at this step.

Step 3. Nurse, Association and Administrator. If not resolved at Step 2 above, to the grievant's satisfaction, the grievance may thereafter be presented to the Administrator, or his designee, for consideration and determination within 14 calendar days of receipt of the Executive Director Patient Care Services' response, or in the event of no response, within 10 calendar days after expiration of the time allotted in Step 2. The Administrator, or designee, shall then meet with the Association within 10 calendar days with a nurse and a representative of the Association to resolve the matter and shall reply in writing within seven calendar days after that meeting.

15.2 The parties agree that they will follow the foregoing grievance procedure in accordance with the respective steps, time limits and conditions contained therein, except that such time limits may be extended by mutual agreement. If, in any step, the Hospital's representative fails to give a written answer within the time limit as set forth, the grievance may be appealed to the next step at

the expiration of such time limit. If the nurse or the Association fails to follow the foregoing grievance procedure in accordance with the steps, time limits and conditions contained therein, the grievance shall be deemed settled on the basis of the Hospital's last answer.

15.3 A grievance involving a discharge shall be initiated in Step 2 of the grievance procedure. A grievance challenging such discharge must be presented to the Hospital within 10 calendar days after the disciplinary action has been initiated. The Association will receive a copy of any letter informing an employee of their discharge provided the nurse has completed her probationary period.

15.4 Only the Association may require arbitration of the Hospital.

15.5 The settlement of a grievance, in any case, shall not be made retroactive for a period exceeding 30 working days prior to the date the grievance was first presented in writing.

15.6 No nurse shall be paid by the Hospital for time spent in arbitration hearings unless requested to appear on the Hospital's behalf. No nurse in the bargaining unit shall engage in Association activities on Hospital time except as specifically provided for in the provisions of this Agreement. Investigation of grievances or the representation of nurses during disciplinary proceedings shall not be considered a violation of this Section. The parties agree that pending the raising, process and settlement of a grievance during the term of this Agreement, they shall abide by all provisions of Article 12. Nothing contained in this provision shall prohibit the Association from raising and processing grievances of alleged violations of this Agreement. Association grievances shall be initiated at Step 2 of this procedure.

15.7 A grievance may be submitted for arbitration within 10 calendar days after receipt of the Hospital's last answer in Step 3 of the grievance procedure or the date on which such answer would otherwise be due. In the event the Association desires to submit the dispute to arbitration, it shall then attempt to select with the Administrator, or designee, an impartial arbitrator. After a timely request for arbitration and a telephone conference, the parties shall have five days to mutually agree upon the selection of an arbitrator. If the parties are unable to agree, the Association may request a panel of seven arbitrators be provided from the Federal Mediation and Conciliation Service. Thereafter, the parties, "by flip of the coin," shall determine who will strike the first name. The sole name remaining will be appointed the arbitrator. The arbitration proceedings will be

conducted under the voluntary rules of the American Arbitration Association.

15.8 Each party will bear the expense of its representatives, participants and witnesses for the preparation of presentation of its own case. The fees and expenses of the arbitrator, the hearing room and any other expenses incidental to the arbitration shall be born equally by the parties.

15.9 The arbitrator shall have no authority to add to, subtract from, modify or change, alter or ignore in any way, the provisions of this Agreement or any expressly written amendments or supplements thereto, to extend its duration unless the parties expressly agree, in writing, to give him specific authority to do so, or to make any award which has this effect, with sole exception to Article 10, Section 12. The award of the arbitrator so made shall be final and binding on the parties. The arbitrator shall arrive at his decision solely upon the facts and contentions presented by the parties during the arbitration proceedings. The arbitrator shall not consider any facts or contentions which were not introduced by the Association/Hospital in the steps of the grievance procedure or prior to the hearing. Should the Association become aware of new facts or contentions prior to the arbitration hearing, the Association shall request the reopening of the grievance procedure at the last step, and the parties shall meet to discuss any new facts/contentions. An arbitrator shall not review more than one grievance on the same hearing date or series of hearing dates except by agreement of the parties.

15.10 The grievance and/or arbitration provisions of this Agreement shall not be available in cases involving the interpretation, application or violation of Article 12 of this Agreement, with the sole exception of whether or not a nurse either participated or engaged in any of the activities prescribed therein.

15.11 The award of the arbitrator shall be made no later than 30 calendar days from the date of the close of the hearing or receipt of the transcript and any post-hearing briefs by the arbitrator unless otherwise agreed upon by the parties.

15.12 The grievance committee shall be composed of three registered nurses selected by members of the Association's bargaining unit, shall act as Association representatives and shall be known as the grievance committee. The names of such committee persons shall be certified in writing to the Hospital by the Association. The grievance committee members may investigate and process grievances outside of the investigator's working hours.

15.13 Except for a grievance concerning a discharge or discipline, the arbitration procedure stated in Section 7 of this Article shall not apply to grievances in process beyond the expiration date of this Agreement if the grievance was filed less than 90 days before the expiration date.