

ARTICLE 13 – GRIEVANCE PROCEDURE

Section 13.1. Purpose of Grievance Procedure. The grievance procedure as set forth herein shall serve as a means for the peaceful and equitable settlement of all disputes arising between the parties concerning the interpretation or application of this Agreement. A grievance shall be defined as a claim by a non-probationary nurse or nurses that a specific provision of this Agreement has been violated by the Hospital. A probationary nurse may grieve a pay claim but not other matters. A grievance shall be considered at the lowest level possible.

While more than one nurse may initiate and pursue a grievance under this contract, the grievance procedure is not available for class action grievances.

Section 13.2. Informal Resolution. Nothing contained herein shall be construed to prevent an individual nurse from presenting a grievance or having the grievance adjusted informally, provided the adjustment is not inconsistent with the terms of this Agreement and the Association is notified of the adjustment in writing within seven calendar days of the adjustment.

Section 13.3. Modification to Grievance Procedure. The time periods in the grievance process may be shortened or extended only by mutual written agreement.

Section 13.4. Appeal Limitations. Any grievance not appealed in writing and presented to the next higher level within 14 calendar days after a decision has been rendered shall be considered settled on the basis of the last decision. The grievance can be withdrawn in writing within the 14-day period, in which case the original circumstances are restored and that grievance is closed.

Section 13.5. Withdrawal from Grievance Procedure. An aggrieved party may withdraw further consideration of a grievance at any level.

Section 13.6. Definitions. The following definitions shall apply to all grievances filed or considered under this Agreement:

a. "GRIEVANCE" means a complaint by a nurse, or group of nurses, based upon or caused by an alleged violation or misinterpretation of a specific provision of this Agreement.

b. "DAYS" means calendar days.

a. "Written" means on paper rather than in an electronic form.

d. "Presented to" means hand delivered to the recipient directly unless the person submitting the grievance has faxed the grievance and subsequently confirmed by telephone the receipt of the grievance by the intended recipient. If a grievance is submitted over the weekend to satisfy time frames required under contract procedures, the grievance may be given to the House Supervisor in the absence of the Patient Care Manager, Vice President of Patient Care Services or Human Resources.

Section 13.7. Levels of Grievance Procedure. The following levels of grievance are available to the parties:

a. Level One. A nurse shall discuss the grievance with his/her nurse manager in an effort to resolve the matter informally. The grievance shall be presented initially in writing specifying the section or sections of the Agreement which have allegedly been violated within 21 calendar days of the time the nurse knew or reasonably should have known of the occurrence of the matter. The grievance shall be handed to the manager for consideration. Managers covering for an absent manager will not accept grievances. In the manager's absence, Human Resources or the Vice President of Patient Care Services may date and time the grievance for the matter to be addressed with a newly stated time frame as determined by the Vice President. Grievances regarding appropriate pay are understood to arise on the pay day for the event in question. A grievance concerning appropriate contribution by the Hospital under the retirement plan or TSA program, if not described on a regular pay stub, is understood to arise the earlier of: (1) 14 days after the postmark date, or (2) receipt of the plan statement for the period in question. The Nurse Manager shall respond in writing within 14 calendar days.

a. Level Two. If the nurse remains dissatisfied with the Hospital's response at Level One, the grievance may be presented in

writing within 14 calendar days of receipt of the Level One response (or date such response was due), to the Vice President of Patient Care Services who will issue his/her response within the later of 14 calendar days of receipt by the Hospital of the appeal or any investigatory meeting scheduled at this Level Two. The Level Two process shall include an investigatory meeting between the grievant (and his/her representative, if requested) and the Vice President of Patient Care Services.

c. Level Three. If the nurse remains dissatisfied with the Hospital's response at Level Two, the nurse may file, within fourteen (14) calendar days of the Hospital's response at Level Two or date such response was due, a written copy of the grievance with a request for a meeting with the CEO of the Hospital. A meeting shall take place within 14 calendar days from the date the appeal is received by the CEO. The CEO shall have 14 calendar days from the date of the meeting to submit an answer in writing to the aggrieved party.

d. Arbitration. If the nurse remains dissatisfied with the Hospital's response at Level Three, the ONA may file within fourteen (14) calendar days of the Hospital response a written request for arbitration. Upon timely referral to arbitration, the parties shall jointly request that the FMCS provide a panel consisting of nine Oregon-based arbitrators. The parties shall select an arbitrator from the panel by striking alternatively a name until only one name remains. The first strike shall be determined by the flip of a coin. The remaining name shall be designated as the arbitrator and shall be so notified. A hearing shall be scheduled before the arbitrator at the mutual convenience of the parties and the arbitrator. At the time of notice to the arbitrator of his selection an inquiry will be made as to his expected timeline for hearing the matter and rendering a decision. If the timeline is unacceptable to either party, the parties shall select a different arbitrator by either moving to the second choice or requesting a new panel. Nothing in this provision shall be construed to prevent the parties from mutually agreeing on an arbitrator, with preference being given to neutral third parties from Eastern Oregon. A decision of the arbitrator within the scope of this Agreement shall be final and binding on all parties. The losing party shall be responsible for paying the fees and expenses of the arbitrator. Incidental costs such as the place for arbitration and

transcript of testimony shall be divided equally. Each party shall be responsible for its own expenses including the time of any witnesses and attorneys fees, if any. The arbitrator shall have no authority to add to or delete a provision of this Agreement, and shall confine the decision to the terms of this Agreement. All provisions of the Agreement shall be considered to have been negotiated in good faith by the parties and may not be ignored by the arbitrator. Failure to comply with the time limits specified in this Article 13, shall, unless waived in writing, be considered to be jurisdictional by the arbitrator. Disputes concerning benefits or pay shall be considered as of the time the grievance first became known, or reasonably should have become known to the grievant, and shall not be treated as continuing violations for purposes of compensation or the time limits specified herein, provided that the arbitrator shall have authority to remedy a continuing violation prospectively only.

Section 13.8. Grievance Representatives. Nurses may be selected by the Association to act as Association representatives in the grievance process. A list of the trained nurses selected as grievance representatives and the names of other Association representatives who are trained to represent Registered Nurses shall be identified in writing to the Hospital by the Association. However, a nurse instead may, at his/her own discretion, choose any nurse to attend a grievance meeting as his/her representative. Time spent by Association representatives on Association business is understood not to be time worked for or compensated by the Hospital. It is the responsibility of the grievant desiring representation to arrange the appearance of her representative.