

## **ARTICLE 17. GRIEVANCE PROCEDURE**

Section 1. Grievances Generally An Association or nurse allegation that the application or interpretation of the specific provisions of this Agreement by the Hospital is in violation of the Agreement, may be submitted as a grievance in accordance with the procedures, time frames, and conditions of this Article. Grievances must be based on alleged contract violations, not exclusively Hospital policies or programs which are non-contractual in nature.

All time limits in this Article 17 may be extended by mutual agreement of the parties.

Section 2. Grievances on Contract Interpretation It is the intent of the parties that non-disciplinary concerns (for example, a pay issue, scheduling, contract interpretation issue, etc.) be adjusted informally by discussing the issue with the immediate Director/Unit Manager and/or Human Resources. The nurse may choose to have an Association representative present during this discussion. This meeting shall not be bypassed.

A. If issues are not resolved in this informal meeting, the nurse may choose to file a formal grievance. The formal grievance on such non-disciplinary issues must be filed before fourteen (14) calendar days have elapsed from the time the nurse was aware, or reasonably should have been aware, of the concern.

### Section 3. Grievance Involving Corrective Action

A. A nurse desiring to appeal a verbal (with written documentation) or written disciplinary action shall start at Step 1 of the grievance procedure.

B. A nurse desiring to appeal a suspension or a discharge shall start at Step 2 of the grievance procedure.

C. The grievance shall be presented to the Department Director/Nurse Manager and Director of Human Resources within seven (7) business days from the date the nurse became aware or reasonably should have been aware of the corrective action constituting the grievance.

Any grievance filed outside of time frames specified in Sections 2 and 3 herein shall be considered null and void. The other time limits contained herein may be extended by mutual written agreement, for example, email.

#### Section 4. Steps of the Grievance Procedure

##### **Step 1. FILING A FORMAL GRIEVANCE**

The nurse or Association shall reduce to writing the following:

- the nurse's understanding of the issue/dispute;
- the specific provisions of the Agreement that have allegedly been violated;
- the relief desired.

A. The Department Director, or designee, shall meet with the grievant and/or Association Representative within a reasonable time. The Department Director shall give a written decision to the grievant within seven (7) business days after the meeting.

B. If the nurse is appealing a disciplinary action that has been delivered by the nurse's director, the grievance shall start at Step 2.

##### **Step 2. APPEALING A GRIEVANCE**

If the grievance is not settled at Step 1 above, the nurse may appeal it by giving written notice of such appeal to the appropriate Vice President and the Director of Human Resources within seven (7) business days after receipt of the Department Director's written answer.

A. The Vice President or designated representative shall meet to discuss the grievance with the nurse and Association representative at a reasonable time to be fixed by the Vice President or designated representative within seven (7) business days of receiving the nurse's written appeal.

B. The Vice President or designated representative shall give her/his written answer to the grievance within seven (7) business days following the conclusion of the meeting.

### **Step 3. APPEAL OF A GRIEVANCE TO THE HOSPITAL PRESIDENT**

If the grievance is not settled in Step 2 above, the Association may appeal it by giving written notice to the Director of Human Resources of such appeal within seven (7) business days, after receipt of the Vice President's or her/his designated representative's written response, to the Hospital's President or her/his designated representative who shall meet to discuss the grievance with the aggrieved nurse and Association representative at a mutually agreeable time and location within seven (7) business days of receiving the nurse's written appeal from Step 2.

A. The President or designated representative shall give a written answer to the grievance within seven (7) business days from the date the meeting was concluded.

Section 5. Grievance Procedure Agreement The parties agree they will follow the foregoing Grievance Procedures in accordance with the respective steps, time limits, and conditions contained therein. If, in any Step, the Hospital's representative fails to give a written response/answer within the time limit set forth, the grievance may be appealed to the next step at the expiration of such time limit.

A. If the nurse or the Association fails to follow the foregoing grievance procedures in accordance with the steps, time limits and conditions contained therein, the grievance shall be deemed null and void.

Section 6. Grievance Settlement and Retroactivity The settlement of a grievance in any case shall not be made retroactive for a period exceeding the date the original grievance occurred.

A. In disputes involving pay related matters, the maximum retroactive application shall be sixty (60) calendar days from when the nurse alleges a violation of the contract.

Section 7. Authority of Representatives The parties understand and agree that their respective representatives, or designees, in the Steps of the Grievance Procedure have the authority to make binding settlements, consistent with the existing Association internal appeals procedures.

Section 8. Arbitration Rights Only the Association may require arbitration of the Hospital.

Section 9. No nurse shall be paid by the Hospital for time spent in arbitration proceedings.

Section 10. Association's Right to Grievance Process Nothing contained in the provision shall prohibit the Association from raising and processing grievances for alleged violations of this Agreement. Such grievances shall be initiated at Step 2 of this procedure.

A. The Association reserves the right to file a grievance on behalf of a nurse or group of nurses with or without the nurse's signature, but affected nurses must participate in the grievance process.

Section 11. Mediation The parties may agree to FMCS grievance mediation to try to resolve any grievance dispute, including discharge and discipline grievances.