

fitness for duty evaluation reveal that the nurse does not have any present medical and/or mental condition which impedes or restricts the nurse's ability to provide safe and efficient direct patient care, the nurse shall be paid for the time the nurse would have otherwise worked during his/her regular schedule but for the events leading to the Hospital's request for a fitness for duty evaluation. Such payment shall include any and all compensation provided to the nurse as described above.

b. Any nurse who fails to cooperate fully in a fitness for duty evaluation by failing to attend such examination or by failing to provide any and all information and/or documents and/or releases to obtain all required information deemed relevant by the medical professional to complete the fitness for duty evaluation may be subject to discipline up to and including termination for a failure unless prohibited from disclosure by law. The Hospital policy HR_3005 - Investigation and Reporting of Drug Diversion describes the standards and procedures to be used by the Hospital to determine when it is appropriate for the Hospital to request a nurse submit for a fitness for duty evaluation.

ARTICLE 15 – GRIEVANCE PROCEDURES

Section 1. Definition. "Grievance" shall mean a complaint relating to the application, enforcement or interpretation of the terms and conditions of this Agreement.

Section 2. Time Limits. Any time limits provided in this grievance procedure may be waived 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 with 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. The Association may elect to initiate or process a grievance even if the affected nurse fails to do so. The Association shall not be required to process any grievance which it believes lack sufficient merits.

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 Nurse Manager, or designee, the nurse or Association may file a grievance in writing with the department head within fifteen (15) working days from the occurrence which is the subject of the grievance or from the time of the nurse's or Association knowledge of such occurrence. (Working days in this section exclude Saturday, Sunday and holidays.) The written grievance shall contain a statement of the relevant facts, the nature of the grievance, and the relief or remedy requested.

b. Within five (5) working days of the receipt of the written grievance, the department head shall either respond in writing to the grievance or notify the Association and nurse in writing that the grievance has been referred to the Chief Human Resources Officer.

c. If the grievance remains unresolved by the department head's action, then within five (5) working days the Association may submit the grievance in writing to the Chief Human Resources Officer. The Chief Human Resources Officer will, within ten (10) calendar days of receipt of the grievance from the department head or the Association, 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 Chief Human Resources Officer within five (5) working days after the conference.

d. If the grievance is not resolved after the receipt of the written response from the Chief Human Resources Officer, then the Association may, within ten (10) working days thereafter, notify the Chief Human Resources Officer in writing of its desire to submit the matter to arbitration under the following procedures:

1. The Association and Hospital shall select one (1) arbitrator, but if they cannot agree upon an arbitrator within a period of ten (10) calendar days then either party may request a list of seven (7) arbitrators from the Oregon State Employment Relations Board (ERB) and the parties shall alternately strike one (1) name, the last name remaining shall be the arbitrator.

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 those contained in the written grievance submitted to the Chief Human Resources Officer, 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 specific provisions of this Agreement. The arbitrator shall render his/her decision as soon as possible.

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. If the grievance involves a proposed discharge of a nurse, then such nurse shall be entitled to have the arbitration procedure comply with constitutional due process, including the right to have an attorney present, cross-examine adverse witnesses and to present the witnesses and evidence on behalf of such nurse.

6. Decisions on all questions properly submitted to arbitration shall be final and binding upon the parties.

e. The grievant and one shop steward 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 two (2) hours 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.

ARTICLE 16 – GENERAL PROVISIONS

Section 1. Discrimination. The Hospital and Association agree to apply this Agreement equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, sex, national origin, political affiliation or physical/mental handicap or condition, where such discrimination would violate federal and/or state