

## **Harney District Hospital 2013-2016 - Griev**

### **ARTICLE 17 – GRIEVANCE PROCEDURE**

**17.1** A grievance is defined as an alleged breach by the Employer of any term or condition of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may be extended only by mutual consent of the parties hereto.

#### **17.2 Step I - Employee and Immediate Supervisor**

It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If any employee has a grievance, the employee shall first discuss it with his/her immediate supervisor within fourteen (14) calendar days from the date the employee was or should have been aware a grievance existed. If the supervisor fails to respond within five (5) calendar days, the employee may proceed directly to Step II of the grievance procedure.

#### **17.3 Step II - Employee and Administrator**

If the matter cannot be resolved informally and it is the employee's desire to proceed further, the employee shall reduce the grievance to writing and submit it to the Administrator within fourteen (14) calendar days from the receipt of a response at Step 1 or the date such response should have been received. The written grievance shall contain a description of the alleged problem, the date it occurred and the corrective action the grievant is requesting. A conference between the employee and the Administrator shall be held. The Administrator shall endeavor to resolve the grievance and will respond in writing within seven (7) calendar days of its receipt.

#### **17.4 Step III - Arbitration**

If the grievance is not settled on the basis of the foregoing procedures, the grievance may be appealed in writing to final and binding arbitration within fourteen (14) calendar days after receipt of the written answer from the Administration in Step II. The appeal to arbitration shall be in accordance with the procedure set forth below:

**A.** Within ten (10) calendar days of the notification that the dispute is submitted for arbitration, the Employer and the Association shall attempt to agree on an Arbitrator. If the Employer and the Association fail to agree on the Arbitrator, a list of seven (7) arbitrators shall be requested from the Oregon State Employment Relations Board. The parties shall thereupon alternate in striking a name from the panel until one name remains. The first strike shall be determined by a flip of a coin. The person whose name remains shall be the Arbitrator.

**B.** The award of the Arbitrator shall be final and binding on all parties.

**17.5** No matter, other than a grievance which is an alleged violation of a specific provision as written and expressed in this Agreement can be reviewed on the merits by the Arbitrator.

**17.6** The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration, unless the parties have expressly agreed, in writing, to give him specific authority to do so, or to make an award which has this effect.

**17.7** A grievance involving a discharge shall be initiated in Step II of the Grievance Procedure. A grievance challenging such discharge must be presented in writing within fourteen (14) calendar days after said discharge occurred.

**17.8** Under no circumstances will an employee, under disciplinary suspension or on probation, be allowed to act as a designated representative of the Association.

**17.9** The settlement of a grievance in any case shall not be made retroactive for a period exceeding sixty (60) calendar days prior to the date the grievance was first presented in writing.

**17.10** When under this Agreement hospital has the right to exercise its judgment, the Arbitrator shall have no right or power to substitute his judgment for the hospital's judgment, but shall be limited to deciding whether or not the hospital acted arbitrarily, capriciously, or in bad faith.

**17.11** The Arbitrator shall arrive at his decision solely upon the facts and contentions as presented by the parties during the arbitration proceeding. The Arbitrator shall not consider any facts/contentions which were not introduced by the parties in the Steps of the Grievance Procedure. Should either party become aware of new facts or contentions prior to the Arbitration hearing, such party shall request to reopen the Grievance Procedure at the last Step and the parties shall meet to discuss such new facts/contentions.

**17.12** Pending the raising, processing and settlement of the grievance and the award of the Arbitrator, and during the term of this contract, the parties agree to abide by all of the provisions of Article 18 of this Agreement.

**17.13** The Arbitrator shall render his or her decision within thirty (30) days of the close of the arbitration hearing unless both the Association and the hospital agree, in writing, to permit a longer period. It is the duty of the Association Representative and the Hospital Representative to bring this paragraph to the attention of the Arbitrator.

**17.14** The expenses and fee of the impartial Arbitrator are to be borne equally by both parties.

**17.15** Either party may obtain a transcript of the arbitration at the party's expense and for that party's sole use, unless the other party wishes a copy, in which case the expense of the transcript shall be shared equally.