

## **Article 40 – Grievance & Arbitration**

### **A. Scope and Process**

1. Any disagreement or dispute between the VFNHP and the Hospital involving the application or interpretation of this Agreement shall be defined as a grievance and processed according to the procedures contained in this Article.
2. It is the intention of the parties to attempt to resolve grievances at the lowest level. Issues should be presented as quickly as possible in order to try to resolve the problem. When an issue remains unresolved after verbal discussions (Step 1), it is reduced to writing.
3. The VFNHP and the Hospital agree that their representatives will cooperate in the handling of grievances in order that there will be no interference with the normal operations of the Hospital.
4. Grievance meetings or other conferences to discuss settling disputes, which require the attendance of bargaining unit employees, shall be scheduled immediately before, during or after the bargaining unit employees' scheduled shift.

### **B. Time Limits**

1. The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations unless an extension of time is mutually agreed upon in writing.
2. Failure of the grievant to abide by the time limitations of this Article shall preclude any subsequent filing or processing of the grievance. Failure of the party against which the grievance was filed to meet one deadline under this Article shall be considered a denial of the grievance that permits the grievant to appeal to the next step as appropriate. Failure of the party against which the grievance was filed to meet a second deadline shall be deemed granting of the grievance.

### **C. Format**

All grievances that are reduced to writing shall be presented on a completed grievance form, which shall contain:

1. The date of the Step 1 verbal grievance and the name of the manager/VFNHP Officer to whom it was presented.
2. Attached statement of the facts upon which the grievance is based.
3. The section or sections of this Agreement that may have been violated.
4. The remedy or correction which is desired to be made; and the aggrieved party may not add to the sections of the Agreement, which were allegedly violated or the remedy after the request for arbitration. Similarly, the Arbitrator may not find contract violations or impose a remedy in excess of that which was set forth in the aggrieved party's written presentation at Step 3.

#### D. Steps

##### **Step 1**

Verbal grievances filed by the VFNHP shall be presented to the grieving bargaining unit employee's immediate supervisor. If no settlement is reached at Step 1, the grievance must be reduced to writing.

##### **Step 2**

Written grievances filed by the VFNHP will be presented to the supervisor of the bargaining unit employee's immediate supervisor. Written grievances filed by the Hospital shall be presented to the Chief Steward or designee. Written grievances must be presented within ten (10) business days (business days are defined as Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding holidays as outlined in Article 25) of when the grieving party knew or should have known of the occurrence giving rise to the grievance. A meeting will be held and a response given within seven (7) business days after the grievance was filed.

##### **Step 3**

If no settlement is reached at Step 2, grievances filed by the VFNHP shall be presented to the Chief Nursing Officer or designee. Grievances filed by the Hospital will be presented to the VFNHP President or designee. A meeting will be held and a response given within seven (7) business days after receiving a response from Step 2.

##### **Step 4**

If the response to Step 3 is unsatisfactory, the grievance must be filed for arbitration within thirty (30) business days of the response from Step 3. Unless agreed to by the parties, each grievance will be arbitrated separately.

Arbitration will be conducted in accordance with American Arbitration Association procedures. If both parties agree, The Labor Relations Connection may be used to select an arbitrator for any individual arbitration.

The Arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement, or to issue any decision or award inconsistent with applicable law.

The decision or award of the Arbitrator shall be final and binding.

The parties shall share all fees and expenses of the arbitrator equally. Each side shall pay the cost of preparation and presentation of its own case, including attorneys' fees.

A grievance concerning a discharge must be filed initially at Step 2, or, if either party so requests, it will be heard initially at Step 3.

The Hospital will pay for time spent by one (1) VFNHP Steward at Step 2 and Step 3 grievance meetings.

A grievance, which the representatives designated in Steps 1 or 2 lack authority to settle, may be initially filed at the next step.