

Article 40 – Grievance & Arbitration

A. Scope and Process

1. Any disagreement or dispute between the VFNHP and UVMHC 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 UVMHC agree that their representatives will cooperate in the handling of grievances in order that there will be no interference with the normal operations of UVMHC.
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.
5. Bargaining unit employees attending grievance or investigatory meetings as a Union steward or representative will be paid by UVMHC for up to 30 minutes to attend such meetings. Any time above 30 minutes can be paid using hours from the Union bank of hours (Article 4).

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 in a meeting with the grieving bargaining unit employee's immediate supervisor. If a reasonable attempt to meet has been unsuccessful, an email containing the details of the grievance, including the supervisor's response, if any, will be accepted in place of a meeting. 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 sent electronically to the UVMMC Manager of Labor Relations, or their designee. Written grievances filed by UVMMC shall be presented to a VFNHP Grievance Chair. Written grievances must be filed 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.

The parties will hold a Step 2 meeting on a mutually agreeable date and time, but no later than 30 calendar days of Step 2 being filed unless both parties agree otherwise. Following the Step 2 meeting, a written response will be given within seven (7) business days.

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

Step 3

If no settlement is reached at Step 2, the grievance may be advanced to Step 3. Step 3 grievances brought by the Union will be sent electronically to the UVMMC Labor Relations Manager, or their designee. Step 3 grievances brought by UVMMC will be sent to a VFNHP Grievance Chair.

The parties will hold a Step 3 meeting on a mutually agreeable date and time, but no later than 30 calendar days of Step 3 being filed unless both parties agree otherwise. Following the Step 3 meeting, a written response will be given within seven (7) business days.

Grievances concerning termination of employment will be filed initially at Step 3.

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

Step 4

If no settlement is reached at Step 3, 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.

Side Letter

UVMMC will agree to use the Labor Relations Connection for the next arbitration to assess whether it makes sense to use the LRC going forward.