

SNA BUNDLE PROPOSAL INCLUDES: APPENDIX E, SNA PROPOSAL#19, ARTICLE XXI: GRIEVANCE AND ARBITRATION, ARTICLE XIX: DISCIPLINE(WITHDRAW), APPENDIX C: CLINICAL LADDER

Tentative Agreement
Peter Brackner [Signature]
SNA 10/24/23 Santa Rosa Memorial
10/24/2023

ARTICLE XXI- GRIEVANCE AND ARBITRATION

A. Grievance Defined

A grievance is defined as any complaint arising from the interpretation or application of this Agreement. The purpose of the grievance procedure, and its various steps, is to allow for a review of the facts and circumstances relevant to the incident or situation giving rise to the grievance so that each party can determine, as applicable, whether a grievance should be upheld, dropped, settled or referred to the next step.

B. Grievance And Arbitration Procedure

All grievances filed by a Nurse shall be processed as follows:

Informal Discussion. The Nurse shall request a meeting with her/his/their Manager/Director to discuss the complaint informally. Such requested meeting shall be held within seven (7) days of the request. If the complaint is not resolved to the Nurse's satisfaction, and if the Nurse wishes to pursue her/his/their complaint, the following formal grievance procedure shall be followed:

Step 1: The grievance shall be presented in writing to the Nurse's Manager/~~Director~~ or designee within twenty (20) days after the date of the Hospital's action or inaction which is being grieved, unless the Nurse establishes that she/he/they did not and could not have knowledge of the Hospital's action or inaction, in which case it shall be presented within twenty (20) days after the date the Nurse has knowledge of the action or inaction giving rise to the grievance. The Manager/~~Director~~ or designee will reply in writing within seven (7) days after receipt of the Step 1 written grievance.

Step 2: If the Nurse is not satisfied with the reply in Step 1, she/he/they may, within seven (7) days after the ~~postmarked~~ date on of the Step 1 response, present the grievance in writing to the ~~Chief Nursing Officer~~ Director or designee. A ~~personal interview~~ meeting with the ~~Chief Nursing Officer~~ Director or designee will be held within seven (7) days after the ~~Chief Nursing Officer's~~ Director's receipt of the written grievance. The ~~Chief Nursing Officer~~ Director shall reply in writing within seven (7) days after the date of the ~~personal interview~~ meeting.

Step 3: If the Nurse is not satisfied with the reply in Step 2, ~~she/het~~they may, within seven (7) days after the ~~postmarked~~ date ~~en~~of the Step 2 response, present the grievance in writing to the ~~Human Resources Director~~Chief Nursing Officer or designee. A ~~personal interview~~ meeting with the ~~Human Resources Director~~ Chief Nursing Officer or designee will be held within seven (7) days after the ~~Vice President of Human Resources~~ Chief Nursing Officer's receipt of the written grievance. The ~~Human Resources Director~~ Chief Nursing Officer shall reply in writing within seven (7) days after the date of the ~~personal interview~~meeting.

Step 4: If the Nurse is not satisfied with the reply in Step 3, ~~she/het~~they may, within seven (7) days after the ~~postmarked~~ date ~~en~~of the Step 3 response, present the grievance in writing to the Chief Executive Officer of the Hospital ~~or designee~~. A ~~personal interview~~ meeting with the Chief Executive Officer ~~or designee~~ will be held within seven (7) days after the Chief Executive Officer's receipt of the written grievance. The Chief Executive Officer shall reply in writing within ten (10) days after ~~said interview~~the meeting.

Step 5: If the Nurse is not satisfied with the reply in Step 4, then within fifteen (15) days after the ~~postmarked~~ date ~~en~~ of the Step 4 response, the Association may, by written notice to the Hospital, demand that the grievance be submitted to final and binding arbitration by an impartial arbitrator. If within seven (7) days from the ~~mailing~~date of such notice the Association and the Hospital are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators residing in Northern California. The Association and the Hospital shall each strike from said list alternately three (3) names, after determining the first strike by lot, and the remaining name shall be that of the arbitrator. The arbitrator shall promptly conduct a hearing on the grievance at which the Association and the Hospital shall be permitted to present their evidence and arguments. The decision of the arbitrator shall be rendered in writing and shall be final and binding upon the Association and the Hospital. All fees and expenses of the arbitration shall be shared equally by the Association and the Hospital. No arbitrator shall have the power to modify the terms of this Agreement.

It is understood that if any of the individuals specified in Steps 2, 3 and/or 4 are not available to meet within the time frame allowed, the parties shall agree to 1) designate another management employee to participate in the meeting, or 2) agree in writing to meet at a mutually convenient later date.

C. Notices and Replies

The UNION reserves the right to add, alter, amend, modify, substitute, or withdraw any proposals during these negotiations. 2

All notices and replies provided for in this Section shall be ~~sent via email given by Certified Mail – Return Receipt Requested or by hand delivery~~ to the Nurse or to the Hospital representative specified in the particular step of the grievance and arbitration procedure. If said Hospital representative is not available, the reply or notice may be ~~sent delivered~~ to the person who accepts communications for the specified representative in the normal course of business.

D. Representation

The Grievant shall have the right to be represented by an Association representative at Step 2 and succeeding steps of the grievance procedure.

E. Association and Hospital Grievances

The Association and the Hospital have a mutual desire to work out issues in a timely and professional manner. The Association and the Hospital may file grievances involving issues concerning the interpretation, application, or compliance with the provisions of this Agreement, provided such issues have actual and existing application to present circumstances. Grievances filed by the Association or the Hospital must be filed within thirty (30) days of the date the grieving party knew or reasonably should have known about the event giving rise to the grievance. When a grievance is filed under this paragraph the parties shall meet in an attempt to resolve the matter within ten (10) days of the service of the notice of the dispute. The responding party shall reply within ten (10) days from the meeting date. If they are unable to resolve it within fifteen (15) days of the postmarked date on the reply, the grieving party may refer the grievance to arbitration in the manner set forth above in Section B, Step 5, and the procedure described therein shall be followed.

F. Time Limits

The time limitations specified in the grievance and arbitration procedure shall be strictly construed and observed and may be extended only by the advance mutual and written agreement of the parties. In calculating time limits under this Article, calendar days shall be used, but Saturdays, Sundays, and holidays other than floating holidays, shall not be counted. ~~Also, if the time limit refers to a postmark and the Nurse has not retained the postmark, then the date shown on the response shall be used instead of the postmark date. As an exception to the prior sentence and to the time limits' reliance upon a postmark, it also is agreed that if a response is hand delivered or delivered at the Hospital, and a dated receipt is provided, then the receipt date shall be used, in lieu of a postmark or in lieu of the date shown on the response, whichever is applicable.~~

The term "Association representative" as used in this Agreement refers to a designated representative (non-employee or covered Nurse) who has been previously authorized as an agent of the Association for purposes of contract negotiation, administration, and the grievance procedure. The Association will notify the ~~Human Resources Executive~~ Chief Human Resources Officer within thirty (30) calendar days after ratification of this Agreement, of the names of its Association representatives, consisting of one Association Representative from each unit (i.e., ICU and CCU to continue to have own representative) in addition to the President, Vice President, Secretary, Treasurer and Board members of the Association.

REMAINDER OF ARTICLE IS CURRENT LANGUAGE