

PAMF WIC - ESC APC
Section ## Grievance Procedure
Tentative Agreement
September 23, 2021
Subject to overall agreement.

SECTION ## GRIEVANCE PROCEDURE

The purpose of the procedures set forth herein is to provide the parties with an orderly means of resolving differences which may arise between them.

(A) Informal Conflict Resolution

Conflict may arise around issues other than interpretations, application and/or compliance with provisions of this Agreement or whether discharge or discipline was for just cause. When this type of conflict arises, the Advanced Practice Clinician (APC) is encouraged to promptly use informal conflict resolution. To facilitate resolution of the conflict, the following resources are available to the Advanced Practice Clinician (APC)

(Not listed in order of priority):

- (a) Management Representatives
- (b) Peers
- (c) Union Representatives
- (d) The Employee Assistance Program
- (e) Human Resources Department

(B) Grievance

1. Definitions

A grievance is defined as a question or complaint filed by an Advanced Practice Clinician (APC), the Union or the Employer concerning the interpretation or enforcement of the terms and provisions of this Agreement, the Advanced Practice Clinician's (APC's) working conditions, or any claim or complaint concerning an Advanced Practice Clinician's (APC's) discharge or discipline.

2. Terms of Grievance

- a. Only the Advanced Practice Clinician (APC) who has successfully completed the initial introductory period of employment is eligible to submit a grievance.

3. Timeliness

The grievance will be submitted no later than fifteen (15) days after the occurrence of an alleged grievance, or the date from when the Advanced Practice Clinician (APC) became aware of the occurrence of an alleged grievance,.

In determining the number of days for the grievance procedure, Saturdays, Sundays and holidays will be excluded. All other days will be included in determining the number of days regardless of the work schedule of the Advanced Practice Clinician (APC).

4. Adherence to Time Limits

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- a. The Employer and the Union agree that grievances should be raised, and settled promptly.
- b. Failure of the Grievance to proceed within any time limit delineated in this article will constitute a waiver of the claim.
- c. Failure of the Employer to act within any time limit delineated will entitle the Advanced Practice Clinician (APC) to proceed to the next step of the grievance process.
- d. The Employer will notify the Union in writing of any terminations or disciplinary actions other than verbal counseling so that the Union will have sufficient time to review and respond within the set time limits.
- e. However, any of the time limits may be extended by mutual written agreement.

5. Right to Representation

- a. The Advanced Practice Clinician (APC) will have the right to a Union representative.
 - (a) The Advanced Practice Clinician (APC) may be assisted or represented by a Union representative at any step of the grievance procedure.
 - (b) Attendance of the Advanced Practice Clinician (APC) at any meeting/hearing may be required.

6. Time Off for Hearings

The Advanced Practice Clinician (APC) and his/her Union Representative (if an employee of the Employer) will be granted time off for participation in grievance hearings. The Advanced Practice Clinician (APC) or his/her representative will not lose benefits or seniority as a result of time off related to grievance.

(C) Grievance Procedure

1. Step 1 – Filing of Grievance

- a. The Union will file formal notice of Grievance in writing to Human Resources.
- b. The matter may be referred to the Informal Conflict Resolution process with the agreement of all parties.

2. Step 2 –Human Resources Review Meeting

a. Review Meeting

Upon the receipt of the grievance, Human Resources or his/her designee will arrange a review meeting within fifteen (15) days with individuals directly involved.

b. Resolution

PAMF WIC - ESC APC
Section ## Grievance Procedure
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Human Resources or her/his designee will provide a written determination of the grievance to the Advanced Practice Clinician (APC) and to the Union with ten (10) days after the review meeting.

3. Step 3 – Mediation

a. Referral to Mediation

If the Advanced Practice Clinician (APC) and/or the Union do not accept the determination of Human Resources or his/her designee, the matter shall be referred to mediation. The Union has ten (10) days from the receipt of the determination to submit the written referral to mediation.

b. Mediation Process

The Employer and the Union shall request and utilize the services of an agreed upon Federal Mediator, from the FMCS, in an attempt to resolve the grievance, and to avoid unnecessary use of the arbitration process. The recommendation of the Federal Mediator is not binding on either party. It is the intent of the Union and the Employer to conduct the mediation within sixty (60) days of receipt of the request for mediation, dependent upon the availability of the mediator.

4. Step 4 – Arbitration Procedure

a. Referral to Arbitration

If the grievance remains unresolved after the conclusion of the mediation step the grievance may be referred to arbitration. A referral to arbitration must be made in writing and must be made within ten (10) days of the conclusion of the mediation

b. Selection of an Arbitrator

The Arbitrator will be selected by the Union and the Employer. If the Union and the Employer cannot agree upon an arbitrator, either side may request that the Federal Mediation and Conciliation Service supply a list of seven (7) names of arbitrators. The arbitrator will be selected from this list by the alternative striking of names (the first strike being determined by a flip of a coin) and the last name remaining will be the Arbitrator.

c. Arbitrator

Arbitration will begin as soon as possible, considering schedules of the representatives of the Employer and the Union. The hearing will be closed unless the arbitrator rules otherwise. Prior to the hearing the Union and the Employer will attempt to agree on a joint submission of the case to the arbitrator. If the parties fail to agree on a joint submission, each will present a separate submission. The joint or separate submission(s) will state the issue(s), and the specific article(s) of the Agreement, which the arbitrator is to interpret or apply.

d. Resolution

(a) After the hearing, the arbitrator will render a decision, which will be final and binding on all parties.

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Section ## Grievance Procedure
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(b) The arbitrator will have no power to add to, or subtract from, alter, modify, or amend any of the terms or provisions of this Agreement.

(c) The arbitrator has the authority to award monetary damages to lost wages and/or benefits. However, the arbitrator's award will not be made which violates the conditions of this Agreement.

e. Expenses

The expenses of arbitration will be divided equally between the Employer and the Union. The expenses will include transcription costs and payment to the arbitrator. Transcription may be waived by mutual agreement of the Employer and the Union.

The Employer and the Union will bear its own expenses of representatives and witnesses.

PAMF



Dave Greco, WFLR

Date: 10/28/2021

ESC



Wei-Ling Huber

Date: 12/5/21

This tentative agreement is effective upon ratification of the full agreement from the ESC members employed at HAC and approval by the ESC Executive Board