

CRMC and SEIU Healthcare Minnesota
Grievance Procedure
9/30/19

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Article 17 (Grievance Procedure)

Article 17 shall be amended as follows:

- A. Any dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be handled as follows:

Step 1: The employee shall discuss the grievance with his/her immediate supervisor. This discussion may also include a Union Steward or Union Representative.

at an employee's election,

Step 2: If the grievance is not resolved in Step 1, it shall be submitted in writing to the Medical Center, shall specify in detail the alleged violation of the contract, and shall be received by the Executive Director of Human Resources no later than fifteen (15) calendar days following the date of the occurrence. The grievance must include the name of the aggrieved employee(s). Grievances relating to compensation shall be timely if received by the Medical Center no later than fifteen (15) calendar days following the date of receipt of the check by the employee. Following receipt of the written grievance by the Medical Center, representatives of the Medical Center and the Union shall meet in an attempt to resolve the grievance. Subsequent to the meeting between the representative of the Medical Center and the Union, the Medical Center shall present a written answer to the grievance within fifteen (15) calendar days from the date of the Step 2 grievance meeting.

Step 3: In case no settlement can be arrived at between the parties in Step 1 or 2 above, the matter in dispute may be submitted to the Federal Mediation and Conciliation Services for resolution if both parties mutually agree. The utilization of Step 3 does not prevent either party from utilizing the arbitration procedure in Step 4.

Step 4: If the grievance is not resolved in Step 2, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within seven (7) calendar days following the receipt of the written answer to the grievance. The Medical Center and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from the list of nine (9) neutral arbitrators to be submitted to the parties by the Federal Mediation Services.

The authority of the arbitrator shall be limited to making an award relating to the interpretation or adherence to the written provisions of this Agreement and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The arbitrator shall also not have the authority to award back pay to an employee in a discharge case of a period greater than thirty (30) working days beyond the date the arbitrator is selected. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be final and binding upon the Union, the Medical Center and the employees.

The award of the arbitrator shall be made within thirty (~~30~~⁶⁰) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Medical Center and the Union.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow such time limitations shall result in the grievance being permanently barred, waived and forfeited and shall not be submitted to arbitration. Any deadline herein may be extended by mutual written agreement.

Nothing contained in this collective bargaining agreement shall be construed to impair any of the rights of the Employer, the Union, or the employees under any of the applicable state or federal laws.

The Employer reserves the right to add to, amend, change or withdraw items from this proposal.