

# **TENTATIVE AGREEMENT**

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **A. DEFINITION**

A grievance is defined as a dispute as to the interpretation, meaning or application of a specific provision of this Agreement.

### **B. PROCEDURE**

Grievances shall be processed in accordance with the procedure set forth below:

#### **1. STEP 1**

A Registered Nurse will make a reasonable effort to resolve the possible grievance informally in a discussion with her/his Nurse Manager/Director. If a Registered Nurse is unable to resolve the possible grievance, the Association Nurse Representative (if requested by the Registered Nurse) and the Registered Nurse will have a discussion with Nurse Manager/Director. This requirement must be satisfied before a written grievance is submitted at Step 2.

#### **2. STEP 2**

If the grievance cannot be resolved informally, it shall be reduced to writing and submitted to the Employer's designated representative within twenty-one (21) calendar days after the Registered Nurse had or should have had knowledge of the event, which caused the grievance. In any event, irrespective of the Registered Nurse's knowledge, the grievance must be presented in writing to the Employer's designated representative within forty-five (45) calendar days after the event on which it is based. The written grievance must (1) allege the violation of a specific provision or provisions of this Agreement, and (2) set forth all factual grounds upon which the allegation is based. Within ten (10) calendar days after receipt of the written grievance, a meeting shall be scheduled by the Employer for a mutually agreeable time and held with the Employer's designated representative(s) to discuss the grievance. The grievant(s), the Association Nurse Representative and the Association Labor Representative may be present at the meeting. Within ten (10) calendar days after the meeting, the Employer's designated representative shall respond to the grievance in writing.

#### **3. STEP 3**

If the Employer's response in Step 2 is not satisfactory, the Association may submit the grievance to arbitration by notifying the Employer in writing of its intent to do so. In order to be timely, the Association's notice must be received by the Employer within fourteen (14) calendar days after the Association's receipt of the Employer's Step 2 response.

### **C. ARBITRATION**

The following procedure shall apply if a grievance is timely submitted to arbitration:

1. Within twenty-eight (28) calendar days of receiving the Step 2 response, the party filing for binding arbitration shall advance a grievance for binding arbitration by

providing the other party written confirmation and a demand for arbitration. Following receipt of the demand for arbitration, an impartial arbitrator shall be selected by mutual agreement from the following panel of arbitrators:

- Mark Burstein
- Phyllis Harris
- Michael Leb
- Philip LeVine
- Guy Prihar
- Michael Rappaport
- Sheri Ross

The Employer and the Union shall alternatively strike one name from the panel with the party filing for arbitration striking first. The last remaining arbitrator on the panel shall be the arbitrator for the grievance. As soon as possible and in no event later than twenty (20) days after the demand for arbitration is received, the parties shall strike the panel and make a selection. In the event any arbitrator specified above retires and/or is otherwise unavailable to accept new assignments, the parties shall meet to mutually agree upon a replacement within twenty (20) days after learning of the arbitrator's unavailability. If the parties learn that an arbitrator is unavailable after being selected by the parties, the second-to-last arbitrator remaining on the panel shall be the arbitrator of the grievance.

~~a. together with a request for a panel from FMGS of seven (7) arbitrators, each of whom shall have a "Primary Address" located within the FMGS' Metropolitan Area for the Employer. Within fourteen (14) days of the receipt of the panel, the Employer and the Union shall alternatively strike one name from the panel with the party filing for arbitration striking first. The last remaining arbitrator on the panel shall be the arbitrator for the grievance. Prior to striking the panel, if the Employer or the Union finds an otherwise compliant panel to be unacceptable, each party may request one (1) additional panel, not to exceed one (1) additional panel per party.~~

2. A hearing on the grievance shall be held at a time and place designated by the arbitrator, at which the Employer and the Association shall present their respective positions, evidence and arguments. The sole parties to the arbitration proceeding shall be the Employer and the Association. The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on all affected bargaining unit Registered Nurses. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, whichever is later.
3. The arbitrator's authority is derived from this Agreement and his/her jurisdiction is limited to the interpretation and application thereof. He /She shall not have authority to (a) amend or modify any provision of this Agreement; or (b) render an award on any grievance arising before the effective date, or after the termination date. No dispute

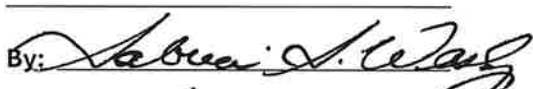
regarding Article 8 shall be subject to arbitration under this Agreement, except as expressly set forth in Article 8.

4. The fee and expenses of the arbitrator, the court reporter's appearance fee, and the cost of mutual facilities shall be borne equally by the Employer and the Association.


**D. TIME LIMITS**

The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the express agreement of the Association and the Employer. Such agreement must be in writing. If the Employer fails to respond to a grievance within the time limits set forth in this Article, the grievance may be appealed immediately to the next step. In the event of a failure by the grievant or the Association to adhere to any of such requirements, the grievance shall be resolved on the basis of the Employer's last response. In the event of a dispute over whether the grievant or the Association has failed to adhere to any of such requirements, the arbitrator shall make the determination.

**FOR THE EMPLOYER**

By:   
Date: 17 June 2025

**FOR CALIFORNIA NURSES ASSOCIATION**

  
By: ARIN RATIONALE  
Date: 06/17/25