ARTICLE 10 - Grievance and Arbitration

A. A grievance is defined as any dispute between the parties hereto, or between an employee and the Employer, arising under the terms and conditions of this agreement of the interpretation, application, performance, termination or alleged breach hereof. If any such grievance arises it shall be settled and determined exclusively by the following grievance and arbitration procedure, except as provided in

Article 8 – No Strike – No Lockout and except as in Article 9 – Discharge and Discipline. Time limits set forth in the following steps may be extended only by mutual consent of the parties hereto in writing.

B. The purpose of this article is to encourage the resolution of issues and grievances at the lowest possible level and on an informal basis. The grievance procedure shall be informal and confidential unless otherwise stated herein.

1. Step 1 – The employee shall first attempt to resolve the Issue with her/his unit manager, supervisor or designee. The Issue must be made known to the unit manager, supervisor, or designee not later than ten (10) working days from the date, or within ten (10) working days of when the employee should have reasonably known, of the occurrence giving rise to the grievance. A meeting should be scheduled within those ten (10) days and a response provided to the union in writing.

2. Step 2 – If the matter is not resolved in Step 1, the employee shall, within ten (10) working days after making the Issue known to her/his unit manager, move the Issue to a grievance in writing and present it to the Director of Nursing. A grievance so presented at this step shall be answered by the Employer in writing within ten (10) working days after its presentation, with a copy forwarded to the Union at the North Brunswick office.

3. Step 3 –If the matter is not resolved in Step 2, the employee shall, within ten (10) working days after the receipt of the reply of the Director of Nursing,

refer the grievance in writing to the Administrator within ten (10) working days after the presentation of the grievance at this step. A grievance concerning discharge or a suspension may be presented initially at Step 3, with the time limit specified in Step 1.

4. Step 4 – If the grievance is not settled on the basis of the foregoing procedure, the Union may submit the issue in writing to arbitration within ten (10) working days of the Employer's answer in Step 3. The arbitration shall be conducted under the Voluntary Arbitration Rules then prevailing of the American Arbitration Association. The arbitrator shall decide the matter within the scope of this agreement and her/his decision shall be final and binding upon the Employer, the Union, and the employee. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify or to make a determination inconsistent with the provisions of this agreement. Both parties shall pay one-half (½) of the fees of the arbitrator and any other expenses jointly incurred incident to the arbitration proceedings. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

C. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, and holidays.

D. Any disposition of a grievance from which no appeal is taken within the time limits specified herein, or as extended pursuant to agreement, shall be deemed to be resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this agreement.

In the event the Employer representatives designated in steps 1 through 3 fail to respond the grievance within the designated time period, such failure shall not constitute acquiescence to the grievance, and the grievance must be processed to the next step by the Union or the employee or it will be considered resolved.

E. A grievance affects a substantial number or class of employees may initially be presented in Step 2 by the Union representative.