

Richmond University Medical Center

An Affiliate of State University of New York Health Sciences University

GRIEVANCE PROCEDURE

This Grievance procedure/policy has been ratified as part of the Collective Bargaining Agreement between the House Staff Association and the Institution, which is renewed every three years.

Definitions.

A grievance may be brought if there is a dispute as to any of the following:

1. Implementation or interpretation of any clause of the written Agreement
2. Any disciplinary action concerning a House Staff Officer or group of House Staff Officers
3. Non-renewal of a house Staff Officers.
4. Any change in the Medical Center's policies or practices that substantially impacts the training and/or educational conditions of the house Staff.

Throughout the Agreement, wherever the word "day" or "days" is used, it shall refer to calendar day(s) unless days(s), unless specifically modified (for example, "workday(s)").

1. A grievance may be filed by a House Staff Officer or the Association on behalf of a House Staff Officer or the Association as a whole. However, on behalf of the House Staff Officer or the Association pursuant to this Agreement, only the Association shall have the right to take the grievance to binding arbitration.

A grievance must be filed within thirty (30) days of the act or occurrence giving way to the grievance or thirty (30) days from the date the House Staff Officer or the Association knew or should have known of the underlying act or occurrence.

All grievances involving (1) the timely non-renewal of a House Staff Officer, (2) disciplinary matters related to the Character and /or competence of a House Staff Officer, or (3) matters concerning the quality of patient care shall be subject to the following grievance procedure.

1. Each party (the House Staff Association and the Medical Center) shall have the right to present witnesses and exhibitory materials at onsite hearing and received copies of the other party's exhibitory materials and names of witnesses prior to the hearing.

Step 1.

A grievance shall be initially filed with the Department Chair or his/her designee in which the dispute occurs. Upon request, the Medical Center shall furnish the Association with relevant information necessary for adequately processing a grievance at any step of the grievance procedure. The Department Chair (or designee) shall respond to the grievance in writing within ten (10) business days.

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Step 2.

A grievance not satisfactorily resolved at Step 1 may within fifteen (15) days from the response in Step 1, be appealed in writing to the President/ CEO (or his/her designee). He/She shall review the circumstances of the dispute and make determination. Response shall be given writing within 15 days of filing of the appeal.

Step 3. Arbitration

1. Suppose a grievance needs to be satisfactorily resolved prior hereto. In that case, the Association may, within fifteen (15) days from the response in Step 2, submit the dispute to final and binding arbitration, pursuant to the rules of the American Arbitration Association. The fees and

expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties. Arbitration shall be confined solely to the application and interpretation of the Agreement and the precise issues(s) grieved thereunder. The arbitrator shall not have the authority to add to, subtract from, modify, or alter the terms and provisions of this Agreement in any way. The parties agree that the award of the arbitrator shall be final, conclusive, and binding upon the Medical Center and the Association.

1. Grievances involving academic performance evaluation, i.e., probation and denial of credit for training, may be submitted within thirty (30) days of the occurrence to the Chairman of the Committee for Graduate Medical Education with the request that a hearing be held within fifteen (15) days. The Committee of Graduate Medical Education (GMEC) shall hear and evaluate all data related to the grievance. It shall give the House Staff Officer the full and unimpaired right to present evidence as he /she deems necessary. The GMEC shall render its decision in writing within fifteen (15) days. Such a decision shall be final and binding.
1. All grievances concerning the provisions of the House Staff Agreement, the House Staff Physician's employment, or the cessation of said employment shall be adjudicated and resolved utilizing the procedures outlined in paragraphs A and B above. Suppose a member of the Association commences an action to adjudicate or resolve a grievance in any manner other than the procedure set forth in paragraphs A & B above. In that case, he/she will be responsible for the payment of all legal expenses incurred by the Medical Center relating to its defense of the action, including its attorney's fees. All claims of alleged employment discrimination, contractual or statutory, shall be covered and subject to the provisions of this paragraph.
1. Failure on the part of the Medical Center to answer a grievance at any step shall not be deemed acquiescence to it, and the Association may proceed to the next step.

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1. Grievance must be filed on a timely basis. Any grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration procedures of this Agreement. The parties agree that they will follow the procedural rules set by the American Arbitration Association, including the rules of evidence and discovery procedures, with regard to any arbitrations conducted.
2. The grievant and authorized representatives of the Association shall be granted reasonable time off from work for processing grievance time that does not unduly interfere with the service and training requirements set forth by the Departmental Chairman. It is agreed that there shall be no form of recrimination against any h\House staff Officer for utilizing or administering this grievance procedure.
3. If the House staff Officer's grievance is upheld, all evaluator material contradictory to the outcome of the grievance shall be removed from the files.
4. A graduated House Staff Officer shall be considered under this agreement to be a House Staff Officer if the act or occurrence giving way to the grievance took place and is filed within thirty (30) days of graduating and pertains to the Final Evaluation of said House Staff Officer.