

ARTICLE 19
GRIEVANCE PROCEDURE

A grievance is defined as any dispute between the parties regarding the interpretation or application of this Agreement. Any grievance arising between MNHS and the Union shall be settled in the manner set forth below.

Step 1: The Union shall submit the grievance on its written grievance form and discuss the grievance with the affected employee's immediate supervisor within fourteen (14) calendar days of the events giving rise to the grievance. The grievance shall specify in detail the alleged violation of the contract (including the identity of the grievant(s) or class action group, the contract article allegedly violated, and the remedy sought). MNHS shall review the grievance and respond in writing within fourteen (14) calendar days after the discussion.

Step 2: If the grievance is not resolved in Step 1, the Union shall notify the Human Resources Department in writing no later than fourteen (14) calendar days following the date of the Step 2 response from MNHS that it wishes to escalate the grievance to Step 2. Following receipt by MNHS of the Step 2 notification, representatives of MNHS and the Union shall meet in an attempt to resolve the grievance. Subsequent to that meeting, MNHS shall present a written answer to the grievance, within fourteen (14) calendar days.

Arbitration: If the grievance is not resolved at Step 2, the Union may refer the matter to arbitration by notifying MNHS of the Union's intent to refer the grievance to arbitration within fourteen (14) calendar days after receipt of MNHS's Step 2 written response. The Union shall then request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service within seven (7) calendar days of its notice to MNHS of the Union's intent to refer the grievance to arbitration. If the Union does not notify MNHS of the Union's intent to refer the grievance to arbitration within fourteen (14) calendar days of receipt of MNHS's Step 2 written response, the grievance will be deemed settled in accordance with MNHS's disposition in Step 2.

MNHS 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 panel, with each party taking turns striking an arbitrator, with the Union striking first, until one arbitrator remains who shall hear the dispute.

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 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, MNHS, and any affected employees.

The fees and expenses of the neutral arbitrator shall be divided equally between MNHS and the Union, provided, however, each party shall be responsible for compensating its own representatives and witnesses.

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. In the event MNHS does not respond within the specified time limits above, the grievance may advance, at the Union's request, if such request is made in writing within fourteen (14) calendar days after the expiration of MNHS's deadline to respond.

MNHS and the Union shall have the ability to pause any of these timelines or deadlines by mutual agreement in order to discuss the possibility of settling any of the issues raised in a grievance, or for any other mutually agreeable reason. Any deadline herein may be extended by mutual written agreement between the Union and MNHS. Any agreement to extend a deadline shall not be precedential.