



## ARTICLE 17- GRIEVANCE AND ADJUDICATION PROCEDURE:

17.01 Definition of a Grievance - A grievance means a dispute or difference of opinion concerning any of the following:

(a) the interpretation or application in respect to him of a provision of this Collective Agreement or a related arbitral award;

(b) disciplinary action resulting in discharge, suspension or a financial penalty;

(c) the interpretation or application of a provision of a statute, or a regulation, by-law, direction or other instrument made or issued by the Employer dealing with terms and conditions of employment;

(d) any occurrence or matter affecting terms and conditions of employment other than those terms and conditions of employment covered in the three preceding paragraphs and for which there is no administrative procedure for redress provided for in or under an Act of the Legislative Assembly.

17.02 On a without prejudice basis, a pre-grievance discussion shall be held prior to the implementation of the grievance procedure if an employee or a group of employees feel they have been treated unjustly or consider themselves aggrieved. The employee/employee representative will present the supervisor with notification in writing of the need for discussion with information sufficient to ensure the issue(s) are understood by the supervisor. Within ten (10) days of the receipt of notification the supervisor will arrange and hold the discussion meeting. Both parties will ensure the personnel best able to resolve the dispute are present. If resolution can not be achieved within five (5) days of the meeting the formal grievance procedure may be initiated in accordance with 17.03.

17.03 Where an employee alleges that he has a grievance as outlined under 17.01 above, the following procedure shall apply. However, in cases as outlined in 17.01(a) the employee must have the written consent of a steward or a member of the Local Executive.

17.04 Within the time limits as prescribed below, the employee may present his grievance in writing by personal service or by registered mail to his immediate supervisor or to a person designated by the Employer.

17.05 The employee and the Employer may agree to the extension of any of the time limits providing that such agreement is in writing. Failure to comply with the prescribed time limits shall mean that the grievance has been abandoned.

17.06 If a grievance is one which aggrieves more than one employee, a single grievance may be presented, providing the grievance is signed by the employees who feel aggrieved.

17.07 The employee has the right to be assisted by a shop steward when presenting a grievance at any level including the discussion step as outlined in Article 17.02.

Should the Hospital wish to discuss the grievance after it is presented, the hospital shall notify the employee to arrange for a meeting and the employee may exercise his right to be accompanied at such a meeting by either a shop steward or a member of the local union executive, if either is available.



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17.08 The Hospital will post the levels of grievance within thirty (30) days of the signing of this Agreement and provide a copy to the Local.

17.09 (a) The Local will inform the Hospital in writing of the names of its executive members and stewards with the work areas which each steward will normally represent within thirty (30) days of the signing of this Agreement. Subsequent changes will also be given to the hospital.

(b) Within thirty (30) days of the signing of this agreement, the President of the Local Executive shall be advised in writing of each Human Resources Advisor's portfolio. Subsequent changes will also be given to the President of the Local Executive.

17.10 Where a dispute between the Employer and the Bargaining Agent arises, the Hospital and the Union are encouraged to attempt to settle the dispute where the dispute exists at the Local level. The Hospital and the Local will keep each other informed of the names of their representatives with whom the matter is to be discussed. Failing agreement Section 92 of the *Public Service Labour Relations Act* shall apply.

17.11 Where an employee has presented a grievance up to and including the final level in the grievance procedure with respect to:

(a) the interpretation or application in respect to the employee of a provision of this Collective Agreement or a related arbitral award; or

(b) disciplinary action resulting in discharge, suspension, or a financial penalty;

and the employee's grievance has not been dealt with to satisfaction, the employee may refer the grievance to Adjudication in accordance with the provisions of the *Public Service Labour Relations Act* and Regulations.

17.12 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect to him of a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the bargaining agent for the bargaining unit to which the Collective Agreement or arbitral award applies signifies in prescribed manner:

A - its approval of the reference of the grievance to adjudication, and

B - its willingness to represent the employee in the adjudication proceedings.



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### GRIEVANCE PROCEDURE

LEVEL	EMPLOYEE'S TIME TO PRESENT GRIEVANCE	PRESENT GRIEVANCE TO	EMPLOYER'S TIME TO ANSWER GRIEVANCE
INITIAL	20 days after the alleged grievance has arisen or has come to his attention inclusive of the pre grievance discussion phase	Employer designate	10 days from receipt of written grievance
FINAL	10 days from receipt of reply from previous level OR date reply should have been received OR in case of suspension or discharge as prescribed in Article 18	Employer designate	10 days from receipt of written grievance
ADJUDICATION	20 days from receipt of reply from final level or date reply should have been received	G-1 Form to Labour and Employment Board with copy to Board of Management	

In the calculation of time limits, Saturdays, Sundays and Designated Holidays are excluded.

17.13 Prior to an adjudication being scheduled and no later than 40 days from receipt at Treasury Board, the Employer and the Union will consider mediation to resolve the grievance.



## **ARTICLE 17- GRIEVANCE AND ADJUDICATION PROCEDURE:**

### **17.14 Power and Decision of Adjudicator or Adjudication Board**

In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Adjudicator or Board of Adjudication shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege, as the Board may determine appropriate to finally settle the issue between the parties, and may give retroactive effect to its decision. Such decision shall be final and binding on all parties.