



Multi-Employer/United Nurses of Alberta

Joint Workshop

Improving the Effectiveness of the Grievance
Process

**Presented by the:
Multi-Employer/UNA Joint Committee**

October/November, 2006

Multi-Employer/United Nurses of Alberta Joint Workshop

Improving the Effectiveness of the Grievance Process

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Introduction

Multi-Employer/UNA Collective Agreement Preamble

WHEREAS the parties acknowledge that the primary purpose of the employer and employees is to provide and improve quality patient/resident/client care and believe that this purpose can be achieved most readily if harmonious relationships exist between the employer and the employees.

AND WHEREAS the parties recognize that a positive work environment raises the level of job satisfaction for employees which directly impacts the quality of patient/resident/client care, the parties shall endeavor to find resolution to issues of mutual concern in a manner which is fair and reasonable and consistent with the terms of this Collective Agreement.

...

Multi-Employer/UNA Joint Committee Commitment to Work to Improve the Effectiveness of the Grievance Process

Consistent with the Preamble of the Collective Agreement and the input from participants in the grievance process, the Multi-Employer/UNA Joint Committee believes that the grievance procedure is intended to:

- ▶ Encourage open, face-to-face dialogue between the people affected by a dispute
- ▶ Achieve timely and equitable resolutions to identified issues
- ▶ Contribute to and support a positive, harmonious work environment and employee job satisfaction
- ▶ Maximize the effectiveness and efficiency of the organization
- ▶ Achieve solutions that are consistent with the negotiated terms and conditions of the Collective Agreement
- ▶ Maintain and enhance the provision of quality health care services

The United Nurses of Alberta and the employers participating in the Multi-Employer/UNA Collective Agreement are committed to working towards equitable, timely resolution of identified issues and maintaining a problem-solving focus in our joint discussions to resolve issues.

Purpose of the Grievance Procedure

- ▶ A grievance is simply a way to identify and define a problem so that the parties can work to resolve it.
- ▶ The grievance procedure is an agreed upon process to enable timely, focused communications to facilitate resolution of the issue identified through the grievance.
- ▶ During the Spring, 2006 Focus Groups with grievance process participants, the following statements were the most common responses, from both Union and Employer representatives, to the question regarding the purpose of the grievance procedure:

The purpose of the grievance process is to ...

- Lead to an equitable resolution
- Promote positive relationships
- Provide a timely resolution
- Find resolution closest to the source of the dispute
- Support consistent contract interpretation
- Protect the rights of both parties and protect against non-compliance with agreed upon terms and conditions

Review of the Current Grievance Procedure

General Principles

- ▶ It is mutually desirable to resolve workplace issues as quickly as possible and as close to the source as possible.
- ▶ The individuals authorized to settle the grievance should participate in the discussions.
 - The specific individuals may vary depending upon the issue.
 - If it is an individual grievance, the grievor should participate.
- ▶ Information that is to be shared with the other party to support resolution should be shared in advance of the meeting whenever possible. Otherwise, it reduces the likelihood that a resolution will be achieved at the meeting.
- ▶ Grievance meetings at any level are not intended to be formal. These are not mini-hearings. There is no chairperson, hearing officer, etc. and there are no rules about who speaks first. The grievance process is intended to be a non-legalistic process where the parties can have open discussions. There is no requirement for any legal knowledge or training to fully participate in grievance discussion.
- ▶ Reference to previous legal cases (i.e. jurisprudence) is not required, however, either party may share this material if they believe that the information may be helpful for the other party to know.
- ▶ Grievance discussions are “without prejudice”. This means that information shared in these discussions cannot later be utilized against the other party in the event that the issue proceeds to arbitration. Because these discussions are on a without prejudice basis, both parties should share as much information as possible, as soon as possible, to maximize the likelihood for settlement.
- ▶ If either party makes a settlement offer or if the parties agree to a settlement that is without prejudice or precedent, then the settlement applies to that individual situation only and cannot be referenced in future forums or other grievances. However, it is important to note that while not bound to follow a settlement as a precedent, both the employer and the union will have a need to consider the settlement in comparable situations in the future to ensure that employees are treated consistently and fairly.

Step One

- ▶ Step One is the most critical step in the process. It enables resolution of the issue in most timely way with participation of individuals directly affected.
- ▶ Step One consists of discussion(s) between the employee and the manager that occurs prior to actual filing of the grievance.
- ▶ It is important that this step be more than a simple question and answer. The manager should be made aware at the end of the discussions that the issue is a problem for the employee and there should be a meeting of the minds that a formal grievance can be expected if the issue is not resolved.
- ▶ Both employees and managers should feel comfortable requesting the assistance of a UNA Labour Relations Officer or an Employer Human Resource representative. Some of the reasons for obtaining assistance at this early, informal level include:
 - It may involve an interpretive issue that goes beyond the single manager/employee situation (you could end up with individual and policy grievances)
 - The employee or manager may not feel comfortable dealing with the issue independently
 - Either party may need additional information (how similar situations were dealt with in past, other employees with similar situations, organizational policy/practice, practices of other employers, etc.).

Steps 2 and 3

- ▶ Steps 2 and 3 follow the informal discussion between the employee and the employee's immediate supervisor and provide a further opportunity for resolution at another level in the organization.
- ▶ Step 2 involves the submission of the written grievance document and written employer response.
- ▶ No separate Step 2 meeting is required by the collective agreement (although as many meetings/discussions as necessary are encouraged to ensure that every attempt is being made to resolve the issue).
- ▶ Step 3 is not necessarily an additional step in the grievance procedure. While the grievance procedure poses no limit on the number of discussions or meetings for the parties to try and resolve the grievance, the Step 3 language requires that at least one meeting occur. The purpose is to ensure that at least one meeting to attempt to resolve the issue occurs prior to submission to arbitration. Unless otherwise agreed, the meeting should occur within 20 days from the date that the grievance was filed.

Improving the Effectiveness of the Grievance Process

- This could be the meeting at Step 2, an additional meeting, or the only meeting beyond the initial discussions if there was no specific Step 2 meeting.
- ▶ Grievance forms and employer written responses need to contain enough information for both parties to be able to understand the issue (who, what, where, when, why and how - not just what the issue is, but also why it is an issue).
 - ▶ It is not helpful for resolution when either party uses a standard phrase or group of phrases in the grievance form, responses to the grievance or other written communications.
 - ▶ The grievance should not proceed to arbitration, unless a meeting has occurred.
 - ▶ Typically it is expected that the grievor attend meetings or be involved in the process.
 - ▶ It is important to note that outside of the Grievor, the appropriate individuals may vary according to the department, program, issue, etc. On some issues, the Employer may have authorized their HR representative to discuss and finalize a settlement and on other issues, it is possible that the immediate supervisor needs to be involved throughout the process. On the Union side, there may be situations where the Local can resolve the issue and there may be other situations where the LRO needs to be involved. Neither party can dictate to the other party who their appropriate individuals are. That is up to each party to determine. If you are concerned about the authority of the individuals participating in the discussions, then we would encourage you to raise your concerns and discuss them as opposed to making accusations about inappropriate representation or refusal to hold the meeting.

Grievance Procedure Timelines

Grievance Timelines

The purpose of having the timelines specified in the collective agreement is to ensure that both parties are working to resolve the issue within a reasonable time frame. The timelines are intended as a tool to support resolution, rather than as a weapon to be used against the other party.

Many grievances are filed or advanced through the system on the premise or assumption that the time-lines must be adhered to. Experience has shown that this practice often detracts from resolving the issue in a timely fashion due to the fact that the appropriate individuals are unable to get together to discuss the issue or because all of the relevant information to support the problem-solving discussions is not available within the specified timeframes. The end result is that often the grievance proceeds automatically through the steps and the parties do not discuss the issue with a view to reaching resolution until very late in the process, frequently just prior to an arbitration hearing.

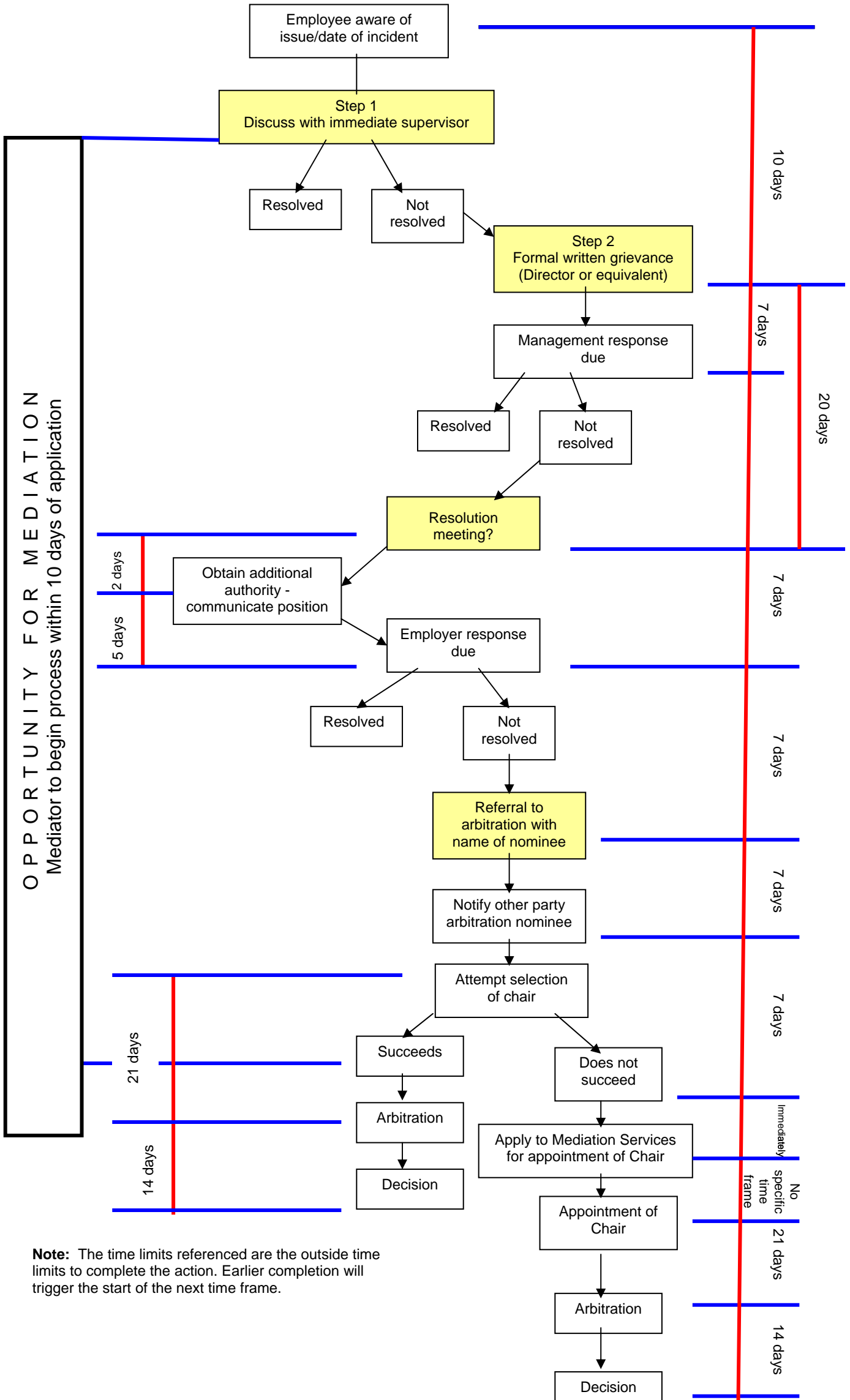
Article 32.02A(b) provides that *“Timelines may be extended by mutual agreement in writing.”* Using the ability to mutually agree to extend time frames can be beneficial to the process and should be utilized appropriately.

Considerations When Contemplating Extending Grievance Procedure Timelines

It is recommended that you consider the following factors when considering a request to extend the timelines for filing or advancing a grievance:

- ▶ Will additional time enable further investigation by either or both parties that will enhance the likelihood of settlement?
- ▶ Will the additional time facilitate the involvement of the most appropriate individuals, thereby improving the chance of resolution?
- ▶ Is the request for an extension of the time limit being made in good faith to enhance opportunities for resolution, rather than simply as a delay tactic? (if it is believed that the request is a delay tactic, openly share this concern and facilitate discussions as to how the needs of both parties might be met)
- ▶ Will the extension cause further harm to anyone affected by the problem?
- ▶ What are the consequences or likely outcomes of not extending the timelines?

Multi-Employer/UNA Grievance/Arbitration Process Timeline for Individual Grievances



Note: The time limits referenced are the outside time limits to complete the action. Earlier completion will trigger the start of the next time frame.

Multi-Employer/UNA Joint Committee Communication Guidelines for Successful Grievance Discussions

1. Respect

- ▶ Recognize and respect each other's legitimate roles, interests and accountabilities.
- ▶ There will be no tolerance for abuse, the use of derogatory remarks, personal insults, threats, bullying or any form of discrimination.
- ▶ Avoid surprises that place the other party in a compromising position.
- ▶ Disagreement does not mean disrespect. While you don't necessarily need to agree with the other person, accept the fact that the issue is a problem for them.

2. Professional Behavior

- ▶ Complete the necessary advance preparations.
- ▶ Arrive on time for meetings and stay for the duration of the meeting.
- ▶ Each person is responsible for their own behavior in a grievance discussion.
- ▶ Individual participants should not seek to dominate meetings.
- ▶ Do not make commitments that you cannot keep. Safer to under promise and over deliver than the other way around.

3. Focus on Resolution

- ▶ Focus on the issue - not the people.
- ▶ Strive to deal with the issue as quickly as possible and involve those individuals that are directly affected.
- ▶ Work to resolve issues before involving a third party.
- ▶ Avoid the temptation to bring up unrelated history and other issues.
- ▶ Grievance discussions are done on a without prejudice basis (more later).

- ▶ Look beyond the initial positions of each of the parties regarding the appropriate resolution. Be open to discussion of a variety of potential solutions and consider how you present the issue so it is not perceived as a threat.
- ▶ Share information to the fullest extent possible (further details later).

4. **Give Each Other the Benefit of the Doubt**

- ▶ Don't presume malice.
- ▶ Recognize and accept that honest mistakes do occur.
- ▶ Give each other the opportunity to explain before reaching conclusions regarding motivations and taking responsive action.
- ▶ Don't expect perfection - in either yourself or the other person.

Positive Communication Tools/Do's and Don'ts

Effective communication doesn't just happen - it requires attention and work.

- ▶ Listen - Seek to understand and to be understood (understanding does not mean agreement). Misunderstanding will exacerbate the conflict and interfere with resolving the issue. Use your own words to restate what the other person has said in order to ensure that you have understood.
- ▶ Allow others the opportunity to speak without interruption.
- ▶ Recognize that there may be an emotional aspect to the issue and that the opportunity be heard is an important part of the process. Use empathy to deal with a person's feelings. Empathy is not about agreement, only acceptance of what the other person is saying and feeling. For example, "I can see that you are really upset about this." It is essential that these statements be sincere and are not patronizing.
- ▶ Avoid blame and personalizing the argument. Speak from your own perspective, rather than assigning or assuming intent or motivation to the other party. (e.g. instead of saying "You were disrespectful", say "I did not feel respected". Avoid accusatory "why" questions".
- ▶ Avoid exaggeration or the use of absolute statements such as "always" or "never".
- ▶ Avoid the 4 Bs of bad behavior (bickering, bullying, back-biting and blaming).
- ▶ Recognize your own preferences, assumptions, biases, etc. going into a meeting and keep them from interfering in the process. If you cannot do so, consider alternatives

such as obtaining assistance or requesting an alternate act in your place. Also, monitor your own reactions in the meeting.

- ▶ Remember communication is both verbal and non-verbal. Don't let your body language, facial expressions or tone of voice interfere with the focus on problem-solving.
- ▶ Caucusing or taking a break can be a useful tool to support positive communications. An appropriately timed break in discussions can:
 - Facilitate dealing with emotions;
 - Re-focus on the issue;
 - Provide time to analyze new information;
 - Enable representatives of either party to provide detailed explanations to their principals;
 - Allow the parties to review options and have discussions in a safe environment.

Tips for Dealing With Inappropriate Behaviors

- ▶ When inappropriate behaviors occur, you have a responsibility to address them at the time and maintain the focus on resolving the issue.
- ▶ Do not respond to inappropriate behaviors by mirroring the behavior. For example, do not respond to anger and blaming with anger and blaming. Emotions are highly contagious. Remain calm and deal with the behavior.
- ▶ Check your assumptions. For example, the individual could be rolling their eyes in response to your comment, or they could have a painful speck of dust in their eye! Also, a wide range of physical issues can cause people to behave in ways that could be perceived as inappropriate or disrespectful.
- ▶ Describe the inappropriate behavior or language in terms of your perceptions and then explain the impact that it is having on you. For example, "When you interrupt me in the middle of a sentence, I feel that my perspective on the issue is not being heard and I am concerned that this will interfere with our ability to resolve this issue in a manner that will be acceptable to all of us."
- ▶ If the behavior is intimidating, harassing, discriminating, etc. in nature, you need to respond in accordance with your organization's policies. For example, all employers and UNA have policies supporting zero tolerance of abuse and have guidelines in place to deal with it.
- ▶ If necessary, take a break to ensure that your own reactions to the behaviors do not interfere with communications.

The Process to Support Problem-Solving

- ▶ ***Problem Identification*** – Discussions to understand both sides of the issue (refer to previous communication tips for ensuring that the discussion enhances understanding and focuses on problem-solving). This is an informal process. It does not matter who speaks first. There does not need to be a “hearing officer” or meeting manager.
- ▶ ***Identify Possible Solutions*** – Where applicable, this involves the creative identification of potential solutions. Identify as many possibilities as possible – not just the positions that each party brings into the discussions. At this stage, you should avoid evaluating or criticizing the options that get identified.
- ▶ ***Evaluate Alternatives*** – Following identification of a variety of alternatives, review all of the options and evaluate the advantages and disadvantages of each option from both parties’ perspectives.
- ▶ ***Identify Solution*** – Based upon the evaluation, determine if there is an option that is acceptable to both parties, or, if more than one is acceptable, choose the best option.
- ▶ ***Implementation*** – Discuss terms of the agreement, timeframes for implementation, etc.
- ▶ ***Next Steps*** - If no solution is identified during these discussions, then:
 - Determine if more information is required, or if further discussion will lead to a solution and, if so, make arrangements.
 - or
 - Discuss the next steps in the process. This could be filing the grievance, involving different people in the organization(s) for further discussions, obtaining the assistance of a third party (either external such as a mediator, or internal such as UNA provincial office, HBA Services, other employer or union representatives, etc.). There should never be simply a forwarding of an issue through the process, without attempts to resolve it.

Note: In the event that the parties reach agreement that a third party decision on the issue is required, then it is recommended that the appropriate representatives of the parties use the above guidelines to discuss the arbitration process itself and the mechanism for achieving a final decision on the problem.

The Exchange of Relevant Information

Article 32.03A(c):

*“...The Parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion.
...”*

The exchange of relevant information by both parties throughout the process will enhance the potential for resolving the problem by:

- ▶ Determining if filing of the grievance is even necessary,
- ▶ Facilitating understanding of the issue,
- ▶ Assisting with further investigation into the issue,
- ▶ Impacting the willingness of the parties to engage in discussion and reach resolution,
- ▶ Evaluating alternative solutions.

A full exchange of information as early as possible is desirable and supports early resolution of issues.

Prior to the Grievance Being Filed

- ▶ Discussions between the employee and their most immediate supervisor are the first, and most important, step in the process. This initial step is not meant to be a superficial technicality that must be included before the grievance can be filed. It is intended that real attempts at resolving the issue are made at this front-line level. If it will be helpful, the employee or manager can obtain assistance from their Union or Human Resources representative in these discussions.
- ▶ Discussions between union representatives and employer human resource representatives prior to the filing of the grievance may assist in resolving the issue when the discussion between the employee and their immediate supervisor did not resolve the issue.
- ▶ As early as possible in the process have specific discussions related to information requirements. For example:
 - Is the issue described in such a way as to be understood by both parties?

- Are there facts that can be agreed upon?
- If there are facts in dispute – will additional information either verify the facts or support further discussions?
- Based upon the information, who are the best people to have the discussions?
- Is this an interpretative issue that would have potential implications provincially?

The Grievance Form

The key to reaching a mutually agreeable resolution is to have the problem clearly identified and defined. In the initial discussions and in the grievance form itself, the following should be provided by the employee and/or union representative:

- ▶ A clear explanation of the problem, including openly sharing all of the facts including the person(s) involved and an explanation of what occurred (who, what where, when, why and how).
- ▶ A detailed explanation of how it is perceived that the collective agreement has been violated. While the relevant sections of the collective agreement need to be listed, this should be more than a simple listing of article numbers. An explanation as to how it is believed that the terms of each identified section have been breached should be included. Include sufficient information for the employer to have meaningful full discussion.
- ▶ A suggested settlement. Keep in mind that this is a single possible settlement. One of the functions of the grievance discussions and meetings will be to explore a variety of potential settlements. Both parties should remain open to resolving the grievance by proposing solutions and being receptive to alternative suggested solutions.

(Note: It is important for employer representatives to remember that the list of articles alleged to have been violated and the settlement proposed by the Union on the grievance form are described in a way that will protect their options in the event that the dispute ends up being decided by a third party arbitrator).

Employer Responses to the Grievance

In the initial discussions or in the response to the grievance, the Employer representatives should:

- ▶ Openly share any additional known facts relating to the problem.
- ▶ Provide an explanation as to why the action being grieved was taken.

- ▶ Reference any collective agreement articles or employer policies, etc. with an explanation as to how they relate to the issue in question.
- ▶ If further investigation is required, share the investigative process and timelines with the union.
- ▶ Propose settlement options and openly discuss settlement options being suggested by the union.

Remember, dependence upon standard words and phrases on the grievance form or in responses to grievances, in the absence of specific details, is not helpful in engaging the other party in discussions to resolve the issue.

Relevancy of Information

Resolution of the grievance is supported by full disclosure of relevant information. Where there is a question of relevancy, this should be openly discussed.

- ▶ Why is the information relevant?
- ▶ How might it support resolution?
- ▶ How will the information be used? who will have access? etc.

Given the workload pressures being faced by everyone, it is important that the information support resolution of an identified issue, rather than have the information be requested to determine if a problem exists.

Concerns Re: Confidential Information and Personal Privacy

It is understood that each party may have confidential information or documents that cannot be shared with the other party. When this is the case, it is recommended that you inform the other party that you have this information and why it cannot be shared. This may include obtaining and sharing legal advice regarding disclosure.

Consider strategies to enable sharing of information to the degree that it supports resolution of the problem. For example:

- ▶ Where documents contain personal information of third parties, de-identify the data. This may be particularly useful in selection grievances.
- ▶ Where there are concerns regarding the legal ability to release information, have a full and frank discussion of concerns and reasons where the legal disclosure of information is questionable. If necessary, seek legal advice.

- ▶ Ask the individual for permission to release the information.

Terminology - The 3 "Ps" and the Grievance Process

People involved in grievance meetings are often unsure of the meaning of three phrases commonly used related to the grievance process. This uncertainty may cause individuals to withhold critical information, or be less open in considering all of the options during grievance meetings and discussions.

These phrases are:

1. ***Without Prejudice:*** This means that, in the event that a mutually agreed resolution is not achieved, the grievance meeting/discussion participants cannot be held to anything that they said in the discussions or anything that they may have offered in attempts to resolve the issue.

A grievance meeting does not have to be declared "without prejudice". Arbitrators have ruled that grievance meetings are automatically without prejudice. This allows the parties to openly discuss potential resolutions without the fear of being held to what they might propose at a later date when circumstances may have changed.

An example of the meaning of "without prejudice" is where an employer offers a monetary resolution to a termination grievance. The offer is initially turned down. During future discussions to resolve the issue, the employer may make an offer that is less than the first settlement offer. They can do this because the settlement discussions and the earlier offer were without prejudice - it's as if the first offer never existed.

2. ***Without Precedent:*** This means that the terms of the resolution cannot be used in future proceedings as evidence of an interpretation, practice or commitment. For example, to resolve a special leave grievance, an employer may agree to grant a day of special leave for a reason that the employer would not normally consider as appropriate. By agreeing to the resolution on a "without precedent" basis, the employer is not obligated to recognize those same reasons in the future, and the resolution cannot be held up as an example of the employer's agreement to a specific interpretation.
3. ***Privileged:*** This means that the discussions are confidential and anything discussed cannot be disclosed at the arbitration that may result from the grievance

being discussed, or any other arbitration.¹ Like the conversations between a lawyer and their client, conversations that are for the purpose of grievance resolution² are generally considered privileged and the content of the discussions cannot be introduced as evidence in any arbitration. This includes discussions between the union and the grievor, and the employer and its managers.³

However there are two exceptions to this general rule:

- If there is a question as to whether a resolution was reached at all, or what the resolution was, the settlement discussions themselves will be at issue and an arbitrator will require them to be revealed;
- An individual's behavior at a resolution meeting under a previous and separate grievance process may be disclosed at arbitration if that behavior itself is the topic of the arbitration. For example, if an individual assaults another person in a resolution meeting, that conduct may be grounds for discipline. If the discipline is then grieved, aspects of the original resolution meeting may be required to be disclosed at the discipline arbitration.

The concepts in the above three phrases serve the overall purpose of protecting the integrity of the grievance process in order to stimulate open discussion and exchange of information. This supports the principle that the purpose of the grievance process is try to reach resolution of the issue.

¹ Not necessarily privileged to matters before the Court.

² It is important to remember that meetings for the purposes of investigation may not be privileged.

³ The question of privilege is complex at times, if you are unsure, seek advice from your Union or Employer Labour Relations Officials.


Multi-Employer/UNA Joint Committee

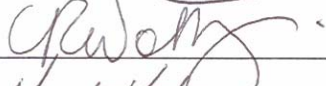
Commitment to Work to Improve the Effectiveness of the Grievance Process


We, the members of the Multi-Employer/UNA Joint Committee:

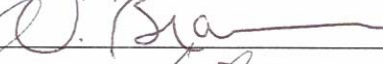
- ▶ Are committed to work with the Parties to improve the effectiveness of the grievance procedure for both parties at all stages of the process.
- ▶ Will actively support timely resolution of identified issues. We will maintain a problem-solving focus in our joint discussions to resolve issues and encourage the Parties to do the same.
- ▶ Believe that effective problem-solving will promote:
 - the provision of quality health care services;
 - enhanced retention of valuable employees;
 - an attractive work environment to support recruitment of new nurses;
 - employee job satisfaction;
 - greater operational effectiveness and efficiency; and
 - harmonious working relationships.

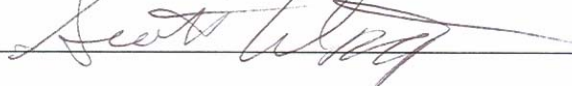
ON BEHALF OF THE EMPLOYERS:















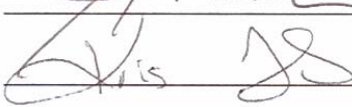
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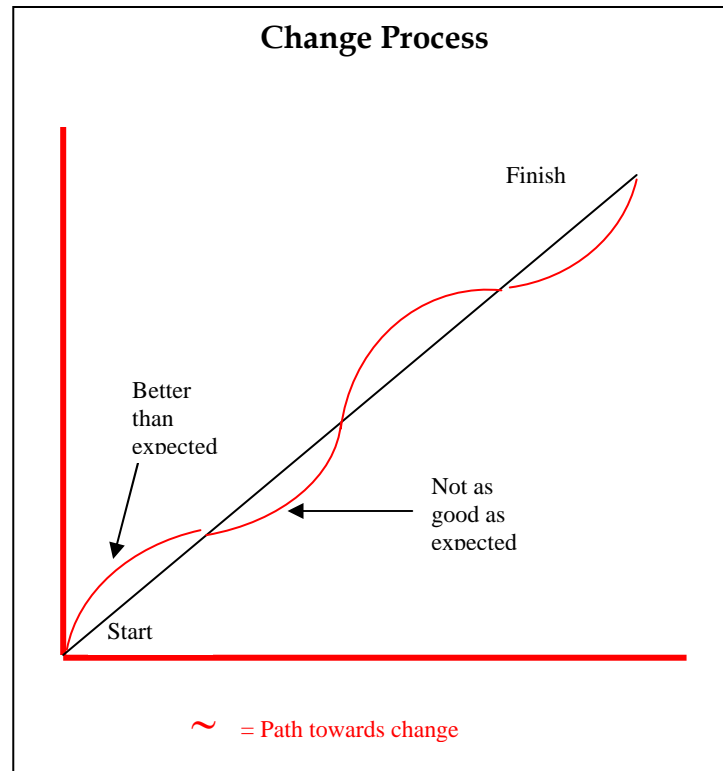








Conclusion



Change takes time. There is a long history of mistrust and poor communications between the parties. We did not get into this place overnight and we will not be able to change things overnight. Even with the commitment of both parties to improve the process, there will be setbacks. Don't let this stand in the way of long term improvements and the resolution of issues.

Fall down seven times; stand up eight times." ([Japanese Proverb](#))

- ▶ When a situation occurs that does not fit with the problem-solving focus that the parties have committed to, you should:
 - Take responsibility to openly discuss what has happened and how it has influenced the feelings of the people involved and refocus on resolving the issue.
 - Give each other the opportunity to explain before jumping to conclusions or reacting negatively.
 - Accept honest mistakes.
 - Recognize agreement not always possible.

Improving the Effectiveness of the Grievance Process

Don't be discouraged by a failure. It can be a positive experience. Failure is, in a sense, the highway to success, inasmuch as every discovery of what is false leads us to seek earnestly after what is true, and every fresh experience points out some form of error which we shall afterwards carefully avoid.

John Keats

English lyric poet (1795 - 1821)

- ▶ This Workshop is part of an ongoing process and mutual commitment to enhance communications. Some of the areas that we are looking forward to working on in the future include:
 - Evaluation of the effectiveness of these workshops and ongoing efforts through reviewing statistics and ongoing communications with people involved in the process.
 - Enhancements to the Collective Agreement grievance language.
 - Efforts to improve the effectiveness of the arbitration process.
 - Future joint educational opportunities.

From the Collective Agreement
Between
The United Nurses of Alberta
- and -
HBA Services
(representing participating Employers)
April 1, 2003 – March 31, 2007

ARTICLE 32A: GRIEVANCE PROCEDURE

32.01A Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give the Union in respect of any matter referred to in this Article and Article 33 shall be sufficient if sent by registered mail or delivered to the President or Secretary of the Union except where an alternate person is specified in advance by the Union in writing.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article and Article 33 shall be sufficient if delivered to the Chief Executive Officer or her or his designate.
- (c) The hearing of grievances at any stage of the grievance procedure may be held during the normal working day with no loss of basic pay for a participating Employee provided the Employee does not leave the Employer's premises.

32.02A Definition of Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18.
- (b) Time limits may be extended by mutual agreement in writing.

32.03A Dispute Between the Employer and the Employee(s)

(a) Step 1 (Immediate Supervisor & Employee – Initial Discussion)

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee shall first seek to settle the dispute through discussion with the immediate supervisor in an excluded management position. If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to Step 2.

(b) **Step 2 (Director of the Department - Submission of Grievance)**

The grievance shall be submitted in writing to the Director of the Department or equivalent, with a copy of the grievance sent to the Employee's immediate supervisor, within ten (10) days of the date the Employee first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance. It shall state the clause claimed to have been violated, the nature of the grievance and the redress sought. The decision of the Employer shall be communicated, in writing, to the Union within seven (7) days of the submission. If the dispute is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

(c) **Step 3 (Resolution Meeting)**

The Parties shall meet for the purpose of resolving the grievance within twenty (20) days from the date the grievance was submitted at Step 2. The Parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. If the grievance is not resolved at the Step 3 meeting, the Employer shall communicate its final decision, in writing to the Union within seven (7) days of the meeting. The representatives of the parties at the meeting shall have the authority to resolve the grievance, and the ability to obtain any necessary additional authority and communicate their position within two (2) working days of the meeting.

(d) **Step 4 (Arbitration)**

If the decision of the Employer is not acceptable to the Union, it may submit the grievance to arbitration as hereinafter provided within seven (7) days of receipt of the decision from the Employer.

(e) If a meeting is held at Step 1, Step 2 or Step 3, an Employee shall have the right to be accompanied by a representative of the Union.

32.04A **Disputes Between the Parties: Group, Policy and Employer Grievances**

(a) If a dispute directly affects two (2) or more Employees, it may be identified as a group grievance and be initiated at Step 2 and processed therefrom in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance.

(b) A "Policy Grievance" is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated by the Union or the Employer, in writing, to the Director of the Department or equivalent or Local Union President, by a representative of the aggrieved party within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

32.05A **Default**

(a) Should the Employer or the Union or the Employee fail to comply with any time limit in the grievance procedure, following the filing of the grievance at Step 2, the grievance shall automatically move to the next step on the day following the expiry

of the particular time limit, unless the parties have mutually agreed, in writing, to extend the time limit.

- (b) Prior to the grievance being advanced to arbitration in accordance with Step 4 of the Grievance Procedure due to time limits being missed, there shall be at least one (1) meeting held to try and resolve the issues in dispute. The party wishing to advance the grievance to arbitration shall do so in writing within forty-five (45) days of the date of the filing of the grievance at Step 2, unless the parties have mutually agreed to extend the time frames.

32.06A Mediation

- (a) Following attempts to resolve the dispute at Steps 1, 2 or 3, the parties may agree to mediation. The mediator shall be mutually agreed upon by the Union and the Employer.
 - (i) The mediator shall, within ten (10) calendar days, meet with the parties, investigate the dispute and define the issues in dispute.
 - (ii) During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
 - (iii) The purpose of the mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.
 - (iv) The grievance may be resolved by mutual agreement between the parties. The parties may request that the mediator issue a report including non-binding recommendations.
- (b) The timelines specified at each step of the grievance and arbitration process shall apply unless the parties have mutually agreed, in writing, to extend the applicable timeline to accommodate the mediation process.
- (c) The expenses of the mediator shall be borne equally by both parties.

ARTICLE 33: ARBITRATION

33.01 Either of the parties wishing to submit a grievance to arbitration shall notify the other party in writing to its intention to do so; and

- (a) name its appointee to the Arbitration Board; or
- (b) state its desire to meet to consider the appointment of a single arbitrator.

33.02 Within seven (7) days after receipt of notification provided for in Article 33.01 above, the party receiving such notice shall:

- (a) inform the other party of the name of its appointee to an Arbitration Board; or

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- (b) arrange to meet with the other party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.
- 33.03 Where appointees to a Board have been named by the parties, they shall, within seven (7) days, endeavour to select a mutually acceptable chairperson for the Arbitration Board. If they are unable to agree upon the choice of a chairperson they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint a chairperson.
- 33.04 After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, the arbitrator or Board shall meet with the parties within twenty-one (21) days and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within fourteen (14) days after the completion of the hearing.
- 33.05 The decision of a majority of a Board of Arbitration, or if there is no majority the decision of the chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the parties.
- 33.06 The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator or Board may substitute any penalty for the discharge or discipline that to the arbitrator or Board seems just and reasonable in all the circumstances.
- 33.07 Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the chairperson or single arbitrator shall be borne equally by the two (2) parties to the dispute.
- 33.08 Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the parties.
- 33.09 For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 18.



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