

MODEL LANGUAGE **GRIEVANCE PROCEDURE**

GRIEVANCE PROCEDURE

A grievance shall be defined as any complaint, dispute or disagreement between the Board and the Union or any member(s) of the Union regarding the interpretation, application or alleged violation of this Agreement, or any other dispute relative to working conditions. In order to provide an orderly and prompt procedure for the settling of grievances, the Board acknowledges the rights and duties of the Union in handling grievances. A Union Representative may assist any employee in the bargaining unit as required, to prepare and present a grievance in accordance with the grievance procedure.

Problem Solving Procedure

In efforts to promote harmonious relationships in the workplace, the parties recognize it is important to address any problem in an effective and timely manner. Where a problem exists that has not been resolved, and is one that may give rise to a grievance, a Union representative, and the employee(s) if they so wish, are encouraged to discuss the problem in a meeting with the manager in an attempt to resolve the issue. Any discussion held will be informal and without prejudice and will explore available solutions. The manager will communicate the decision to the Union and the employee(s) within seven calendar days of the meeting. If the matter is not settled satisfactorily, the employee(s) may refer the matter to the Union for presentation at Stage 1.

Step 1 –A grievance shall not be considered unless it is presented to the supervisor, in writing, within thirty (30) calendar days from the day the employee becomes aware of the grievance but not more than ninety (90) calendar days after the grievance occurred. The Supervisor shall render a decision, in writing, within ten (10) working days of the receipt of the grievance

Step 2 – Failing satisfactory settlement in Step 1, the grievance may be referred to the Superintendent of Human Resources, or designate but if referred, it must be referred in writing within seven (7) working days after receipt of the decision of the supervisor reached in Step 1. The Superintendent of Human Resources or designate shall render a decision, in writing, within ten (10) working days of receipt of the grievance.

Step 3– Failing satisfactory settlement in Step 2, the Union may refer the grievance in writing to the Director or designate within seven (7) working days after receipt of the decision of the Superintendent of Human Resources or designate in Step 2. The Director or designate shall render a decision, in writing, within ten (10) working days of receipt of the grievance.

Step 4 – Failing a satisfactory settlement being reached in Step 3, the Union may refer the difference or dispute to a Board of Arbitration within ten (10) working days subsequent to receipt of the decision of the Director of Education or designate.

BEST CURRENT LANGUAGE, CUPE L8443

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A grievance shall be defined as any complaint, dispute or disagreement between the Board and the Union or any member(s) of the Union regarding the interpretation, application or alleged violation of this Agreement, or any other dispute relative to working conditions. Prior to formally submitting grievances, employees are encouraged to first discuss their complaint with their immediate principal/supervisor. In order to provide an orderly and prompt procedure for the settling of grievances, the Board acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. A Steward may assist any employee in the bargaining unit as required, to prepare and present a grievance in accordance with the grievance procedure.

Step 1 – The Union or the employees concerned may take up the grievance with the immediate supervisor or steward, or both, but the grievance shall not be considered unless it is presented to the supervisor, in writing, within thirty (30) calendar days from the day the employee becomes aware of the grievance but not more than ninety (90) calendar days after the grievance occurred. The Supervisor shall render a decision, in writing, within ten (10) working days of the receipt of the grievance

Step 2 – Failing satisfactory settlement in Step 1, the grievance may be referred to the Superintendent of Human Resources, or designate but if referred, it must be referred in writing within seven (7) working days after receipt of the decision of the supervisor reached in Step 1. The Superintendent of Human Resources or designate shall render a decision, in writing, within ten (10) working days of receipt of the grievance.

Step 3 – Failing satisfactory settlement in Step 2, the Union may refer the grievance in writing to the Director or designate within seven (7) working days after receipt of the decision of the Superintendent of Human Resources or designate in Step 2. The Director or designate shall render a decision, in writing, within ten (10) working days of receipt of the grievance.

Step 4 – Failing a satisfactory settlement being reached in Step 3, the Union may refer the difference or dispute to a Board of Arbitration within ten (10) working days subsequent to receipt of the decision of the Director of Education or designate.