



APPLICATION

- 11.1 This policy applies to all employees, except for volunteers and employees holding the employment status of casual, temporary employees for less than three (3) months or student and those covered by a collective agreement. However, the HR Delegation of Authority for responding to grievances at the various levels applies to grievances filed by both unionized and non-unionized employees.

APPROVAL AUTHORITY

Chief Executive Officer (CEO) or delegate

OPI

Chief Human Resources Officer (CHRO)

ENQUIRIES

- 11.2 All enquiries on the interpretation and application of this policy are to be directed to the HRM or RMHR and when required, forwarded to the OPI.

DEFINITIONS

- 11.3 The following vocabulary is used throughout the policy:

Grievance (Grief) is a complaint filed by an employee alleging that there has been a misinterpretation, misapplication or violation of a personnel statute, rule, regulation, or written policy which directly affects the employee's terms and conditions of employment.

Presentation of a grievance (Présentation d'un grief) is when an employee presents a formal grievance with senior management to raise and hopefully resolve his/her concerns.

Transmittal of a grievance (Transmission d'un grief) for the purpose of this policy, is the forwarding of a grievance to the next formal level of the grievance process when the employee feels that the grievance remains unresolved or in the absence of a response within the allotted time.

POLICY PURPOSE

- 11.4 The objective of this policy is to outline the process to resolve complaints quickly and fairly in order to promote and maintain good relations between employees and the Employer.

GENERAL POLICY

- 11.5 It is the policy of NPF to support the right of employees to grieve whenever they believe that the Employer has erred in applying terms and conditions relating to their employment.

WHO CAN PRESENT A GRIEVANCE

- 11.6 Any employee who feels aggrieved has the right to present a grievance.

WHAT CAN BE GRIEVED

- 11.7 An employee may present a grievance:
- a. when he/she believes that the Employer has misinterpreted or misapplied any of the following provisions that deals with his/her terms and conditions of employment :
 - i. provision of a statute;
 - ii. provision of a regulation;
 - iii. direction made by or issued by the Employer; and
 - iv. instrument made by or issued by the Employer;
 - b. as a result of any occurrence or matter affecting the terms and conditions of employment of the employee.

WHAT CANNOT BE GRIEVED

- 11.8 An employee may not present a grievance regarding:
- a. a matter for which there is another administrative procedure for redress provided under any Act of Parliament, other than the *Canadian Human Rights Act*;
 - b. the right to equal pay for work of equal value; or
 - c. any action taken under an instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

HOW TO PRESENT A GRIEVANCE

- 11.9 Employees are encouraged to discuss their concerns with their supervisor/manager as soon as practicable in an attempt to resolve it informally, before proceeding to a formal grievance.
- 11.10 The employee who feels aggrieved has the right to present a grievance with or without representation. When choosing representation, an employee:
- a. has the right to be represented and advised by a representative of his/her choice if the person chosen by the employee is willing to provide assistance, counsel or support to the employee at the informal resolution process or the formal grievance process and who can speak and act on the employee's behalf during these processes; and
 - b. may change his/her representative, but to do so, he/she must provide written notification to the manager designated to respond to the grievance or to the local Human Resources Office.
- 11.11 For non-unionized employees, a representative can be anyone so long as it does not create a conflict of interest between this person's role as an employee representative and his/her role within the organization.

- 11.12 If the grievance is not resolved through the informal resolution process with the supervisor/manager as outlined in Annex A or if he/she elects not to use the informal resolution process, the employee may present a formal grievance.
- 11.13 The details of the formal grievance procedures are outlined in Annex B.

TIME LIMITS

- 11.14 The time limits set out in Annex B are mandatory and as such require strict observance.

EXPIRATION OF TIME LIMITS

- 11.15 Failure on the part of the employee to present a formal grievance or proceed to a higher step of the grievance procedure within the limitation period will terminate the grievance unless the employee was prevented from complying by circumstances beyond his/her control.

EXTENSION OF TIME LIMITS

- 11.16 When a time limit expires on a Saturday, Sunday or a designated holiday, that deadline will automatically be extended to the next business day.
- 11.17 The use of the informal resolution process or a meeting at the formal grievance levels does not automatically suspend or extend the time limits associated with the formal grievance process.
- 11.18 Time limits may be extended by mutual agreement between the Employer and the employee.

PRESENTING A GRIEVANCE AFTER THE TIME LIMITS

- 11.19 If an employee presents a formal grievance after the time limits have expired, he/she must include an explanation for the delay.
- 11.20 If the manager delegated the authority to respond to the grievance at the level where the time limits were not met finds that the employee has provided a reasonable explanation for the delay, he/she may review and respond to the grievance.
- 11.21 If that manager determines that the employee has not provided a reasonable explanation for the delay, he/she may reject the grievance because the time limits were not met.
- 11.22 When a grievance has been rejected because the time limits were not met, the grievance shall be rejected at any subsequent levels of the grievance process for that reason.

GRIEVANCE WITHDRAWAL

- 11.23 An employee who has presented a grievance may elect to withdraw the grievance at any level of the grievance process by providing written notice to his/her supervisor/manager or to the local Human Resources Office.

POSTING

- 11.24 A copy of this policy, including Annexes, shall be posted on employee bulletin boards.

AUTHORITIES

11.25 The levels of accountability are as follows:

- a. the managers identified in the published HR Delegation of Authority are delegated the responsibility for responding to grievances at the three levels of the grievance process;
- b. Managers are responsible for:
 - i. informing, listening to, and counseling their employees regarding working conditions and related employment matters in order to enhance favorable and effective work relationships; and
 - ii. attempting to resolve employee concerns promptly and fairly before a formal grievance is presented;
- c. Employees are responsible to bring forward their concerns to their supervisor/manager as soon as practicable in order to enhance favourable and effective work relationships;
- d. the HRMs are responsible for:
 - i. providing guidance on and interpreting grievance procedures;
 - ii. providing guidance and assistance on the resolution of grievances;
 - iii. monitoring the application of this policy; and
 - iv. posting a copy of this policy on employee bulletin boards;
- e. RMHRs are responsible for carrying out compliance reviews with the HRM to ensure proper application of this policy.

ANNEXES AND APPENDICES

11.26 The attachments listed below are part of the present policy.

- Annex A: Informal Resolution Process
- Annex B: Formal Grievance Process
- Appendix 1 to Annex B: Grievance Presentation Form
- Appendix 2 to Annex B: Grievance Transmittal Form
- Annex C: Alternate Dispute Resolution

ANNEX 11-A

INFORMAL GRIEVANCE PROCESS

- A.1 This annex outlines the informal resolution process.
- A.2 As soon as practicable, an employee who feels a grievance exists, is encouraged to discuss his/her concerns informally with his/her supervisor/manager in the hope that the discussion may lead to a resolution of the issue without presenting a formal grievance.
- A.3 The informal process encourages settlement of matters at the lowest possible administrative level in the shortest possible time.
- A.4 The parties may also wish to use Alternate Dispute Resolution (ADR) techniques as further described in Annex C.
- A.5 The employee who wishes to present his/her grievance under the informal resolution process has the option to present his/her concerns either orally or in writing.

TIME LIMITS

- A.6 There are no time limits associated with the informal resolution process. However it is important to bear in mind that the use of this process does not automatically suspend or extend the time limits associated with the formal grievance process.
- A.7 If an employee avails himself/herself of this process, the employee and his/her supervisor/manager may agree to extend the time limits for the presentation of a formal grievance.

ANNEX 11-B

FORMAL GRIEVANCE PROCESS

- B.1 Except where a case is successfully resolved through the informal resolution process as outlined in Annex A, grievances may progress through three formal levels as outlined in this annex.
- B.2 The formal grievance process provides a mechanism to raise concerns with senior management in which the employee can raise, and hopefully resolve them.

GRIEVANCE PRESENTATION

- B.3 The employee, who feels that a grievance remains unresolved after an informal discussion has taken place or if he/she elects not to use the informal resolution process, may present a formal grievance by completing the Grievance Presentation Form found at Appendix 1 of this annex and submitting it to either his/her supervisor/manager or the HRM.
- B.4 A grievance filed without using the Grievance Presentation Form found at Appendix 1 will only be accepted if the employee submits a written document that contains all of the information listed at paragraph 11 B.5.

WHAT TO INCLUDE

- B.5 The grievance shall be dated and signed by the employee and shall set forth the following information:
 - a. general employee information;
 - b. grievance details:
 - i. the date of the occurrence of the alleged violation, and the date the employee had knowledge of the alleged violation if different,
 - ii. description of the act or omission or other matter that caused the alleged violation or misinterpretation that affected the employee's terms and conditions of employment,
 - iii. the relevant policy, statute, regulation, direction or other instruments,
 - iv. how the employee was adversely affected, and
 - v. the date the aggrieved employee discussed the alleged violation with his/her supervisor/manager, if applicable;
 - c. corrective action requested; and
 - d. if applicable, the employee representative authorization.
- B.6 It is important to note that matters not raised in the initial grievance presentation cannot be properly considered at any subsequent levels.

TIME LIMIT - PRESENTATION

- B.7 An employee may present a formal grievance within thirty-five (35) calendar days following the date upon which the employee knew or could have become aware of the matter giving rise to the grievance.

ACKNOWLEDGMENT

- B.8 Upon receipt of the grievance, the supervisor/manager or the HRM will complete the Employer acknowledgement portion of the grievance presentation form and will return a copy of the form to the employee and the employee's representative. The supervisor/manager or HRM will then present the grievance to the manager designated to respond to the grievance as outlined in the published HR Delegation of Authority.

WHAT LEVEL TO PRESENT A GRIEVANCE TO

- B.9 Formal grievances may be initially presented at one of the following levels:
- a. Level 1 - Grievances are usually presented at this level;
 - b. Level 2 - If the employee does not fall under the area or responsibility of any of the managers assigned to respond to the grievance at the first level as outlined in the published HR Delegation of Authority;
 - c. Level 3 - Grievances relating to classification, demotion, or termination of employment;
 - d. Level 2 or 3 – If the employee and the employer mutually agree to skip one or more of the levels in the process. The third level cannot be skipped.

TIME LIMIT - RESPONSE

- B.10 Upon receipt of the Grievance Presentation Form and supporting documents, the manager designated to respond to the grievance will conduct an objective review of the grievance and render a decision within the allotted time limit:
- a. within twenty (20) calendar days following the date the grievance was received by his/her supervisor/manager or the HRM for grievances not relating to classification; or
 - b. within eighty (80) calendar days following the date the grievance was received by his/her supervisor/manager or the HRM for grievances that relate to classification.

ALTERNATE DISPUTE RESOLUTION

- B.11 Before the decision is rendered or during each step of the formal grievance process, the manager designated to respond to the grievance at that level may elect to meet with the employee and his/her representative in order to discuss the grievance with the goal of trying to resolve the grievance.
- B.12 An employee who has presented a formal grievance can also request such a meeting when submitting the grievance.
- B.13 The parties may also wish to use Alternate Dispute Resolution (ADR) techniques to try to resolve the issue as further described in Annex C.
- B.14 If the parties are unsuccessful in resolving the grievance as a result of the meeting or if the meeting was not elected as an option, the designated manager shall respond to the grievance in writing to the employee and his/her representative if applicable, within the allotted time limit outlined at 11 B.10.

GRIEVANCE TRANSMITTAL

- B.15 The employee who feels that a grievance remains unresolved at the level he/she submitted the grievance or in the absence of a response within the allotted time limit as outlined at para 11.B.10 may transmit the grievance to the next formal level by completing the NPF grievance transmittal form found at Appendix 2.

WHAT TO INCLUDE

- B.16 The grievance transmittal shall be dated and signed by the employee and shall set forth the following information:
- a. general employee information as outlined in para 11.B.5 a.;
 - b. general nature of the grievance by attaching the original grievance presentation form;
 - c. level to which that grievance is being transmitted; and
 - d. if applicable, the employee representative authorization.

TIME LIMIT - TRANSMITTAL

- B.17 The grievance transmittal form shall be submitted to the employee's immediate supervisor/manager or HRM no later than:
- a. fifteen (15) calendar days following the date the first or second level grievance response was received; or
 - b. forty (40) calendar days following the date the first or second level response ought to have been issued if not received.

ACKNOWLEDGMENT - TRANSMITTAL

- B.18 Upon receipt of the grievance transmittal, the immediate supervisor/manager or the HRM will follow the same process outlined in paragraph 11.B.8 above.

TIME LIMIT - RESPONSE

- B.19 Upon receipt of the grievance transmittal form and supporting documents, the manager designated to respond to the grievance at this level will conduct an objective review of the grievance and respond to the grievance in writing within twenty (20) calendar days from the date the grievance was received by the immediate supervisor/manager or HRM.
- B.20 The same provisions as outlined at para 11 B.11 to 11 B.14 will apply.

ADJUDICATION

- B.21 Failing a satisfactory resolution at level 3 and subject to the provisions of the *Public Service Labour Relations Act* (the Act), in certain circumstances an employee may refer his/her grievance to adjudication before the Public Service Labour Relations Board, in accordance with the provisions of the Act and the Public Service Labour Relations Board Regulations.
- B.22 Adjudication is a process of examining the facts in a dispute and rendering a formal decision or award given by an adjudicator of the Public Service Labour Relations Board.
- B.23 If a grievance cannot be referred to adjudication, or is not referred to adjudication in accordance with the legislative requirements, the decision rendered at the final level is final and binding for the purposes of the grievance and adjudication process.

STAFF OF THE NON-PUBLIC FUNDS, CANADIAN FORCES
GRIEVANCE PRESENTATION FORM, *continued*

Name of Bargaining Agent:

Name of local representative:

Address for contact:

Telephone number:

I confirm, as an authorized Union representative, that the Union hereby approves the presentation of this grievance relating to the collective agreement or arbitral award and agrees to represent the employee.

Signature of Bargaining Agent

Date

To be completed by Employee Representative if not a Bargaining Agent

Name of Representative:

Address for contact:

Telephone number:

I agree to act on behalf of the Employee.

Signature of Representative

Date

Employer Acknowledgement :

Name and title of Employer representative who received the grievance:

Signature of Employer representative

Date received

PROTECTED B (when completed)

APPENDIX 2 TO ANNEX B: GRIEVANCE PRESENTATION FORM



**STAFF OF THE NON-PUBLIC FUNDS, CANADIAN FORCES
GRIEVANCE TRANSMITTAL FORM**

PROTECTED B (when completed)	(HR Use) Reference #
Employee's Name:	Base/Wing/Unit:
Employee's Job Title:	Outlet:
Telephone number (w):	(h):
Home Address:	
General nature of grievance:	
Date previous level response was received/ought to have been received: _____	
Level to which the grievance is being transmitted: Level 2 <input type="checkbox"/> Level 3 <input type="checkbox"/>	
Approval of transmittal and confirmation of representation of Bargaining Agent	
(This section must be completed if grievance relates to the interpretation or application of a provision of collective agreement or arbitral award):	
Name of Bargaining Agent:	
Name of local representative:	
Address for contact:	
Telephone number:	
I confirm, as an authorized Union representative, that the Union hereby approves the presentation of this grievance relating to the collective agreement or arbitral award and agrees to represent the employee.	
_____ Signature of Bargaining Agent	_____ Date

To be completed by Employee Representative if not a Bargaining Agent (if applicable)

Name of Representative:

Address for contact:

Telephone number:

I agree to act on behalf of the Employee.

Signature of Representative

Date

Acknowledgement of receipt by the Employer:

Name and title of Employer representative who received the grievance:

Signature of Employer representative

Date received

PROTECTED B (when completed)

ANNEX 11-C

ALTERNATE DISPUTE RESOLUTION

WHAT IS ALTERNATE DISPUTE RESOLUTION?

- C.1 Alternate Dispute Resolution (ADR) refers to a collection of processes used to resolving disputes that minimizes the negative impact of conflict in the workplace. ADR is a voluntary process, which emphasizes the responsibility of participants to understand each other's perspective and concerns and to seek to find common interests and mutually acceptable solutions. In some cases, it allows for early intervention into conflicts which, if unaddressed, may inappropriately make their way to a grievance.

WHAT ADR MAY ACHIEVE

- C.2 The use of ADR may achieve the following:
- increase trust and mutual respect;
 - create enduring solutions;
 - improve communication and better working relationships;
 - reduce negative emotional energy;
 - empower the parties; and
 - resolve disputes expeditiously

THE ADR PROCESS

- C.3 If the workplace dispute is appropriate for an ADR meeting at any step of the informal or formal process, any of the parties can contact the HRM to explore one or a combination of the following ADR processes to try to resolve the issue:
- a. Leadership assistance is when the employee or the immediate supervisor enlists the help of another manager within the employee's chain of command to resolve the conflict at the lowest level possible;
 - b. Mediation is an ADR process where the parties of the grievance meet face-to-face with a neutral third party in a joint session to find a mutual acceptable solution to the issue raised in the grievance; and/or
 - c. Self-Initiated Conversation is a healthy discussion initiated by one party in conflict aimed at resolving a situation directly with another party or parties and is often the most effective approach.
- C.4 ADR is designed to address workplace disputes quickly. Depending on the type of workplace conflict and the number of parties involved, a third party can be scheduled to meet with one or more parties within a few days after the initial contact by one of the parties.
- C.5 The involvement of third parties require mutual agreement of the parties subject to the grievance.

TIME LIMITS

- C.6 The use of any of the processes presented in this annex does not automatically suspend or extend the grievance process as presented at para 11.17. Time limits may only be extended by mutual agreement as outlined in para 11.18.

TERMINATION OF THE ADR PROCESS

- C.7 If the parties are unsuccessful in a mutual satisfactory resolution of the grievance as a result of the meeting or if the meeting was not elected as an option, the employee may present a formal grievance with the prescribed time limits as set out in Annex B.