**BELKIN HOUSE**

**POLICIES & PROCEDURES**

**REVIEWED: JUNE 2017**

**2.1.24 Grievance Process**

Issued By: Executive Director

Effective Date: January 26, 1999

Updated: September 1st, 2010

The Salvation Army Belkin House is committed to ensuring a safe and harmonious workplace, in which all Employees are treated with respect, fairness and integrity. Situations may arise concerning differences regarding an Employee’s interpretation, application, operation, administration or alleged violation of a provision of the Collective Agreement or Employer Policy; or concerning dismissal, discipline, or suspension of an Employee.

Employees are expected to discuss any problems related to their work with their immediate Supervisor first. Furthermore, notwithstanding confidentiality and privacy of individuals concerned, it is not only essential to professional conduct, but critical for the morale of the workplace that Employees not discuss their difficulties with non-involved Staff, Residents, or the public as per Confidentiality Policy. If an Employee believes that she or he has not been treated fairly or in accordance with the policies and procedures of The Salvation Army Belkin House, she or he may initiate a grievance.

**Non-Unionized Employees**

**Step 1:** Every reasonable effort shall be made to settle the dispute as soon as possible with the Employee’s immediate Supervisor through informal discussion.

**Step 2:** If a resolution cannot be reached through informal discussion with the Supervisor, the Employee may place their concerns in writing to their Supervisor, copying their Department Director (if the Supervisor is a Department Director, then the Employee will copy the Executive Director), requesting a formal meeting to resolve the grievance. The meeting will consist of the Employee, their Supervisor, their Department Director and the Director of Program / Employee Development who will act as an observer / mediator. The meeting and any subsequent proposed agreements will be recorded in a report to all parties and the Executive Director – who will be required to approve any agreement.

**Step 3:** If a resolution cannot be reached through formal discussion a meeting should be requested by the Employee to discuss the matter with the Executive Director. The meeting will consist of the Employee, their Supervisor, their Department Director, the Director of Program / Employee Development as an observer / mediator and the Executive Director.

**Note:** depending upon the nature of the dispute, the Employees Supervisor and/or their Department Director may be asked not to attend the meeting. The meeting and any subsequent agreements will be recorded in a report to all parties and the Executive Director – who will be required to approve any agreement.

**Step 4:** If a resolution cannot be obtained by way of Step 1 thru 3 – the matter will be referred by the Executive Director to the Divisional Director of Employee Relations. If the grievance involves / is against the Executive Director – the matter will be handled by a member of the senior management team who will refer the matter immediately to the Divisional Commander for direction.

**Unionized Employees**

Grievances for Unionized Employees are subject to the Collective Agreement as follows:

**Step 1**: Collective Agreement Article 8.2: “Every reasonable effort shall be made to settle the dispute as soon as possible with the Employee’s immediate Supervisor through informal discussion. The aggrieved Employee shall have the right to have a Steward present at such discussion. If the grievance is not settled at this step, it may be presented in writing at Step 2.”

**Note**: it must be clearly indicated by the employee, and the Steward if present, that this is a Step 1discussion. All Step 1 discussions must be documented in writing and forwarded to the appropriate Director.

**Step 2:** Collective Agreement Article 8.4and Article 8.5: “An employee may present a formal grievance, not later than twenty-one (21) calendar days after the date, by recording the grievance on the appropriate grievance form (as provided by the Union), setting out the nature of the grievance and the circumstances from which it arose. The article(s) or clause(s) of the Agreement infringed upon or alleged to have been violated must be stated.

The grievance form is to be transmitted to the employee’s immediate Supervisor or designate through the Union Stewart. Within seven (7) calendar days of receiving the grievance the Union Steward and the employee’s Supervisor or designate may meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may only be waived by mutual agreement. The employee’s Supervisor or designate shall reply in writing to an employee’s grievance within seven (7) calendar days of the aforementioned meeting with the Union Steward or, if the meeting is waived, within seven (7) calendar days of the date the Parties agrees to waive the meeting.”

**Step 3:** Collective Agreement Article 8.6 and Article 8.7: The Union Steward or Staff Representative may present, or meet with the Executive Director of Belkin House to discuss the grievance and the proposed remedy at Step 3 within fourteen (14) calendar days after Step 2 decision has been conveyed to him or her, through the Union Steward, by the employee’s Supervisor or designate or within fourteen (14) calendar days after the employee’s Supervisor’s or designator’s reply was due. The Executive Director of Belkin House will respond in writing to the Union within fourteen (14) calendar days of receipt of the grievance at Step 3

Please refer to Article 8 of the Collective Agreement and policy 3.1.1 Code of Conduct & Ethics relating to “Interpersonal Conflict” for more information.

**Important Note:** all matters related to Abuse and/or Harassment will follow established reporting processes as outlined in THQ and DHQ policy related to reporting, investigation and discipline. Allegations of Abuse and/or Harassment will initially be investigated by the local Belkin House Harassment Advisors at the request of the Executive Director or his/her designate and if substantiated, referred immediately to DHQ and the THQ Abuse Advisor.

PRABATH PULLAY

EXECUTIVE DIRECTOR