

GRIEVANCE PROCEDURE

This is taken from the PARA Collective Agreement, Section 28.

28.01

If a difference arises between the Authority and a Resident regarding the interpretation, application or alleged violation of this Agreement, the grieving party (the Authority, the Resident, or PARA) shall reduce the difference to writing specifying the nature of the difference, the Article(s) of this Agreement claimed to have been violated and the redress sought to a sub-committee of PARA.

28.02

If this subcommittee does not agree with the grieving party, the defined difference shall not be pursued further.

28.03

If this subcommittee does agree with the grieving party the grieving party shall follow the procedure herein defined:

Step 1 – Within twenty-eight (28) calendar days of the occurrence of the act causing the difference or when the grieving party should have become reasonably aware of the act giving rise to the difference, the grieving party shall first seek to settle the difference through discussion with the Authority's Chief Clinical Officer or equivalent. The decision shall be made known to the grieving party within seven (7) calendar days of the discussion. If the difference is not resolved satisfactorily, it may then become a grievance and be advanced to Step 2.

Step 2 – Within seven (7) calendar days of receiving the decision of the Chief Clinical Officer or equivalent, the grievance shall be submitted by PARA, in writing, to the Authority's Chief Executive Officer (CEO) or designate, defining the nature of the grievance, the Article(s) claimed to have been violated and the redress sought. The decision of the CEO shall be communicated, in writing, to PARA and the grieving party within fourteen (14) calendar days of the submission.

Step 3 – If the decision of the CEO is not acceptable to the grieving party, PARA shall advise the CEO and the grieving party of its position on the grievance, which shall be either:

1. That PARA supports the grievance and submits it to adjudication.
2. That PARA does not support the grievance and that it will not consent to its being submitted to adjudication
3. That PARA consents to the matter going to adjudication, but that the liability for the costs of the adjudication shall be borne by the individual Resident and not by PARA or the Authority.

28.04

Default

- ⇒ Should the Resident or PARA fail to comply with any time limits in the grievance procedure, the grievance shall be deemed to have been abandoned unless the parties have mutually agreed, in writing, to extend the time limits.
- ⇒ Should the Authority fail to comply with any time limits in the grievance procedure, 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 agree, in writing, to extend the time limits.

28.05

Except in cases of suspension or dismissal, during any and all proceedings outlined in this Article, the Resident shall continue to perform their duties faithfully.

PARA Agreement 2002-2004

ACADEMIC APPEALS POLICY

Residents/Fellows registered with PGME must first have completed a preliminary appeal to the Divisional Director of the Division of Urology and then the Department Chair. A residents wishing to further appeal a decision regarding a requirement to withdraw or other decision of the academic standings and promotions committee, or decision of the resident training committee (or similar body) regarding an evaluation of performance must then make an appointment to see the Associate Dean of the Postgraduate Education Office.