

Potential Grievance One: Rest/Eating Break

Explained: The potential grievance presented is regarding a part-time front-line customer service employee working in an urban location. This employee was a student who was fairly new in their role (3 months). The employee was working their regular shift (starting at 3pm) on a busy evening during the Christmas Parade which was happening nearby. After four (4) straight hours of work, the employee as well as another co-worker were under the impression that they should be granted a break and asked their manager if they would be receiving one soon. The manager who was also tending to customers from the Christmas Parade refused the employees their break because of the volume of customers in the store.

MEMORANDUM

TO: Union Executives

FROM: Cassandra MacDonald, Shop Steward

DATE: March 6, 2019

SUBJECT: Grievance Decision: Rest/Eating Break

With consideration to the scope clause, management right clause, and voluntary clause of Hours of Work, this issue could proceed as a grievance. Although this employee was part-time student, under the scope clause this employee could be within the scope of those covered under the collective agreement. Regarding providing a break, under the management right clause this section could describe the areas in which management exercises their decision-making authority without discussion with or concurrence from the union. Under the hours of work clause, unless the collective agreement provides otherwise (breaks happening every four hours or less), the employer has authority to establish break period within the minimum standards laid out in the labour code. The labour code states that a rest period of 30 minutes must be provided after five (5) consecutive hours of work, and an exception to the requirement is if it is unreasonable to provide a meal break at the time (high customer volume).

Regards,
Cassandra MacDonald

MEMORANDUM

TO: Labour Management Committee

FROM: Cassandra MacDonald, Shop Steward

DATE: March 6, 2019

SUBJECT: Grievance Recommendations: Rest/Eating Break

Beyond the limits of the collective agreement, suggestions to prevent this type of issue from happening again could include educating managers on the cost of grievances and employee burnout; clear communication to the employee's rights surrounding rest and eating breaks; accessibility to the policy and procedures surrounding rest/eating periods.

Regards,
Cassandra MacDonald

Potential Grievance Two: Shift Change

Explanation: The potential grievance presented is regarding a part-time student employee working under the events division. All student under this division are required to work a minimum number of hours throughout each term assisting with events being hosted. This particular employee had all of their required hours for the term and therefore did not sign up to assist in the final event of the term. When no one signed up for this final event, the Manager began personally messaging all subordinates through Facebook Messenger the morning of the event, including the grieving employee. The manager began questioning the employee for not signing up for this event and became very angry with the employee for refusing to work.

MEMORANDUM

TO: Union Executives

FROM: Cassandra MacDonald, Shop Steward

DATE: March 6, 2019

SUBJECT: Grievance Decision: Shift Change

With consideration to the scope clause, management right clause, and hours of work clause this issue could proceed as a grievance. Although this employee was a part-time student, under the scope clause this employee could be within the scope of those covered under the collective agreement. Regarding shift changes, under the management right clause, this section could describe the areas in which management exercises their decision-making authority without discussion with or concurrence from the union. However, under the hours of work clause, this section could detail the notice period for which shift changes can occur. If management did not provide the mandatory notice of a shift change this could be a breach of the agreement.

Regards,
Cassandra MacDonald

MEMORANDUM

TO: Labour Management Committee

FROM: Cassandra MacDonald, Shop Steward

DATE: March 6, 2019

SUBJECT: Grievance Recommendations: Shift Change

Beyond the limits of the collective agreement, suggestions to prevent this type of issue from happening again could include clear communication upon hiring employees in to this role who will be susceptible to shift change throughout their term; management coaching on properly and professionally communicating with their subordinates (both verbally and knowing which medium is appropriate and professional), as well as educating management on shift change notice times, the cost of grievances and turnover.

Regards,
Cassandra MacDonald

Potential Grievance Three: Workplace Harassment

Explanation: The potential grievance presented is regarding a full-time summer employee working in the Conference and Accommodations division. The employee was bullied by their subordinates; although there were multiple bullies, the main subordinate who conducted this behaviour consisted of yelling at the grieving employee during working hours. The subordinate would yell at the grieving employee if they did or said something incorrect. When the employee brought the issue to their managers attention, the manager did not investigate the issue. The manager believed that the grieving employee was joking. The grieving employee had no evidence as they and the employee were typically working alone when these incidents occurred.

MEMORANDUM

TO: Union Executives

FROM: Cassandra MacDonald, Shop Steward

DATE: March 6, 2019

SUBJECT: Grievance Decision: Workplace Harassment

With consideration to the scope clause, management right clause, and voluntary provision of discrimination, this issue will proceed as a grievance. Although this was a summer position, under the scope clause this employee could be within the scope of those covered under the collective agreement. Regarding dealing with this behaviour, under the management right clause of the collective agreement, this section could describe the areas in which management exercises their decision-making authority without discussion with or concurrence from the union. This can include performance management, suspension or discharge. However, under the voluntary provision of discrimination found in a collective agreement, this section may cover workplace harassment as well as discrimination beyond the Human Rights Act.

Regards,
Cassandra MacDonald

MEMORANDUM

TO: Labour Management Committee

FROM: Cassandra MacDonald, Shop Steward

DATE: March 6, 2019

SUBJECT: Grievance Recommendations: Workplace Harassment

Beyond the limits of the collective agreement, suggestions to prevent this type of issue from happening again could include management training on dealing with workplace harassment claims; development a code of conduct on workplace harassment; development of (with employee sign-off) policy and procedures surrounding this issue; training for employees and management on workplace harassment; have the grieving employee keep a record of the incidents as a procedure; proper workplace investigation procedures.

Regards,
Cassandra MacDonald

Works Cited

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