

Alternate Dispute Resolution Policy

Pursuant to Section 16 – 17 of the Licensed Practical Nurses Act
2005

December 2018



COLLEGE OF
LICENSED PRACTICAL NURSES
OF NEWFOUNDLAND AND LABRADOR
LPNS - A PRACTICAL APPROACH TO QUALITY CARE



POLICY STATEMENT

Alternate Dispute Resolution (ADR) is an agreement process to resolve allegations against a Respondent. Any ADR must be in compliance with maintaining public protection pursuant to the mandate of the CLPNNL. The Registrar of CLPNNL has the authority to seek ADR before the allegation is referred to the Complaints Authorization Committee. If this is the case, the ADR shall be agreed upon by the Complainant, the Respondent and the CLPNNL (collectively the 'Parties').

The Complaints Authorization Committee (CAC) following referral of an allegation to the CAC by the Registrar, may refer the allegation back to the Registrar for ADR. The Registrar of the College of Licensed Practical Nurses of Newfoundland and Labrador, under Section 16(1) of the *Licensed Practical Nurses Act 2005*, may attempt to resolve an allegation through the Alternate Dispute Resolution Process where the Complainant and Respondent consent, without the input of the CAC. Under Section 16(2) where the allegation is not satisfactorily resolved by the Registrar under subsection (1), the Registrar shall refer the allegation and all other allegations to the Complaints Authorization Committee. The process for an ADR whether initiated by the Registrar of the CLPNNL or the CAC is the same.

Procedure:

1. The Registrar of the CLPNNL either of his/her own volition or upon receipt of the CAC's referral for ADR, will request the Complainant and Respondent to provide written or electronic documentation confirming consent to pursue ADR.
2. Upon confirmation of both parties' consent, the Registrar or designate¹ will explore options for resolution with the Complainant and Respondent.
3. The Registrar or designate may complete discussions with or request from the Complainant, Respondent or other persons, input to facilitate the development of a written agreement to resolve the allegation.
4. The Complainant and Respondent are provided opportunity to review and comment on the proposed terms and conditions set out in the ADR Agreement.
5. The parties may have legal representation throughout the ADR process.
6. The final ADR Agreement shall be in writing and shall be signed by all parties.
7. Any party may withdraw at any time throughout the process and the allegation shall be referred back to the CAC for their direction in accordance with Section 16 (2) of the *LPN Act*.
8. Where the allegation is not resolved through ADR or where it appears to the Registrar that the allegation is unsuitable for an ADR, the Registrar shall refer the allegation back to the CAC.
9. All matters related to an ADR Agreement, including monitoring of the terms and conditions by the Registrar or designate will be completed in an efficient manner where possible.

¹ Designate – a person appointed by the Registrar in accordance with section 11(e) of the *Licensed Practical Nurses Act 2005*



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10. Upon the Respondent's compliance to all terms and conditions of the ADR Agreement such that the allegation is resolved, a copy of the following documents shall be maintained on the Respondent's file:
 - a) ADR Agreement;
 - b) Correspondence to the Respondent from the Registrar or designate confirming that all terms and conditions are met, and the allegation is resolved; and
 - c) Correspondence to the Complainant from the Registrar or designate confirming that all terms and conditions have been met and the allegation is resolved.
 11. In circumstances where a Licensee has failed to adhere to the terms and conditions of an ADR Agreement such that the allegation is referred back to the CAC, the Registrar shall provide a copy of the ADR to the CAC.





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