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**Welfare and Grievance  
Committee**

**HANDBOOK**

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Revised: December 2002

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## CONSTITUTIONAL REFERENCES

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### 4.2.2. Vice-President of Welfare and Grievance

- 4.2.2.1. shall chair the Faculty Association Grievance Committee (FAGC) and is responsible for the handling of Faculty Association grievances brought under the Collective Agreement, as well as the mediation of internal disputes
- 4.2.2.2. shall ensure that Faculty Association policies and procedures are known and followed in cases of members who appeal to the FAGC
- 4.2.2.3. on behalf of the FAGC, report to the Executive Committee and recommend whether or not to pursue a grievance in the Faculty Association's name
- 4.2.2.4. is elected for a term of two years in those years ending in an even number
- 4.2.2.5. shall carry out the President's duties in his/her absence or assume the office, if it becomes vacant, until a by-election can be held
- 4.2.2.6. is an ex-officio member of the Negotiating Committee
- 4.2.2.7. shall submit, annually, a proposed budget for the Welfare & Grievance Committee to the Treasurer

### 8.2.2. The Faculty Association Grievance & Welfare Committee (FAGWC)

- 8.2.2.1. Consists of the Chair who is the Vice-President for Grievance and Welfare, members who represent the diverse interests of the membership, and the chair of the Negotiation Committee as an ex-officio member.
- 8.2.2.2. Makes every effort to resolve non-grievable disputes between faculty member(s) and one of the following (a) the Board of Governors; (b) Non-Faculty staff; or (c) other Faculty Association members.
- 8.2.2.3. Shall, when a member presents a potential grievance, make recommendations to the Executive Committee regarding the pursuit of the grievance.
- 8.2.2.4. Acts as an advocate for faculty member(s) when the Executive Committee has determined there are grounds for a grievance and informs the College, on a regular basis, who is the designated Faculty Association Representative for any particular grievance.
- 8.2.2.5. Acts both on behalf of the faculty member(s) who appeal to it, pursuant to relevant articles in the Collective Agreement, and in the interest of the Faculty Association as a whole.
- 8.2.2.6. Follows the grievance procedures approved by the Faculty Association.
- 8.2.2.7. Shall review, on an annual basis, all policies, and procedures of the FAGWC and make recommendations for changes to the Executive and Membership as required.

## COLLECTIVE AGREEMENT (SYNOPSIS)

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### Welfare and Grievance Committee Important Details, Types of Grievances and Procedures

- ▶ All grievances are confidential at all times.
- ▶ Faculty Reps. may not leave work to conduct grievance investigations (without permission).
- ▶ When possible, resolution is sought through informal discussion, at Level 1 or through mediation.
- ▶ Timelines for grievances are strict. Grievors who miss a deadline must abandon their grievance. Failure of the College to respond simply advances the grievance to the next stage.

Non-grievable Issues	<ul style="list-style-type: none"> <li>▶ Job classification</li> <li>▶ Evaluations of Instructors' preparation</li> </ul>
Grievable beginning at Level 2, but not beyond <i>(decision made at level 2 is final and binding)</i>	<ul style="list-style-type: none"> <li>▶ Harassment</li> <li>▶ Unjust treatment</li> <li>▶ Discrimination</li> <li>▶ Unfair working conditions</li> </ul>
Grievable up to Level 2 only <i>(decision made at level 2 is final and binding)</i>	<ul style="list-style-type: none"> <li>▶ Dismissal or termination of probationary or temporary employee concerning a written reprimand</li> </ul>

### TYPES OF GRIEVANCES

Policy Grievances	A grievance between the Faculty Association and the Employer re: interpretation, application, or operation of Collective Agreement Cannot be capable of being an individual or group grievance
Group Grievances	A grievance initiated by a group all grieving the same issue All grievors must sign documents at all levels

## GRIEVANCE PROCEDURES

Level 1	The Griever	<ul style="list-style-type: none"> <li>▶ Must, within 14 days of a grievable event or knowledge of a grievable event, meet and discuss the matter with a supervisor not within the Faculty Association</li> <li>▶ Must tell the supervisor that the meeting is for a Level 1 grievance hearing</li> <li>▶ May have a Faculty Association Representative at the hearing.</li> </ul>
	The Supervisor (non-member of the Faculty Association)	<ul style="list-style-type: none"> <li>▶ Must, within 14 days of the above meeting, respond verbally to the grievor.</li> </ul>
Level 2	The Griever (if not satisfied with reply at level 1)	<ul style="list-style-type: none"> <li>▶ Must, within 28 days of the act causing the grievance and the written approval of the Faculty Association, submit the grievance in writing to the grievor's Executive Team member and a copy to the Human Resources Manager.</li> </ul> <p>The Letter Must Include:            A summary of the circumstances giving rise to the grievance            Provisions of the Collective Agreement considered violated            Particulars of the remedy sought</p>
	The Executive Team Member	<ul style="list-style-type: none"> <li>▶ Within 14 days of receipt of the Level 2 grievance, reply in writing to the Employee and the Faculty Association.</li> </ul>

### Exceptions

"Grievances involving dismissal or suspension without pay shall be commenced at Level 2, unless otherwise agreed between the Parties affected." (15.3.d)

### Policy Grievances shall be:

1. Submitted to the other Party within 14 days of the act
2. Attempted to be resolved through meeting. If unresolved within 14 days of filing, the aggrieved party may advance the policy grievance to Level 3 arbitration.

### Group Grievances shall be:

1. Submitted in writing within 14 days of the act
2. Failure to resolve the group grievance within 14 days of filing, entitles the grievors to advance the grievance to Level 3 arbitration
3. Withdrawal of a group member in a group grievance does not jeopardize the grievance.

Level 3	The Grievor	<ul style="list-style-type: none"> <li>▶ Within 14 days of receiving the Level 2 reply and the written approval of the Faculty Association a letter of notice must be written to: the Human Resource Manger, the President</li> <li>▶ This leads to the submission of a grievance to arbitration. Written Submission of a Grievance to Arbitration is: To an Arbitration Board of 3 members appointed by: <ul style="list-style-type: none"> <li>1. The Faculty Association</li> <li>2. The Employer</li> <li>3. The Chairperson, agreed to by both 1 and 2</li> </ul> </li> </ul>
Arbitration Procedures		<ol style="list-style-type: none"> <li>1. Written notice, to the employer, of the grievance including the name of the grievor's Arbitration Board member</li> <li>2. Within 7 days, the Employer notifies the grievor of its Arbitration Board member</li> <li>3. Within 14 days, the two members appoint a chair. (if the 2 parties cannot agree on a chair, one can be appointed by the Director of Mediation Services of the Department of Labour).</li> <li>4. Cost of arbitration is shared for the jointly-selected chair. Each party pays for its own appointees.</li> <li>5. Leave of absence with pay is granted to an employee attending the arbitration of their grievance.</li> </ol>
Mediation		<ol style="list-style-type: none"> <li>1. May be used as an alternative, if mutually agreed upon in writing, prior to the arbitration hearing.</li> <li>2. If unsuccessful (as deemed, in writing, by either party) arbitration may proceed.</li> </ol>

## WHEN A GRIEVANCE IS ACTUALLY NOT A GRIEVANCE

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Although faculty members may believe they are being unfairly treated, or the terms of the Collective Agreement are not being properly met, this may not always be the case. Initially, emotions run high and faculty members who are considering a grievance may wish a speedy resolution to their dilemma.

However, the first level of intervention should be informal discussion and attempts at resolution by the responding Welfare Committee member or Executive member, within the Collective Agreement time stipulations for the appropriate Grievance time process.

If the Faculty Association member still wishes to go forward with a formal grievance, the Welfare and Grievance Committee member will assist with objective documentation of the incident to bring forward to the committee as a whole.

It is only at this second stage that a dispute can be labeled grievable, or deemed that it should be handled as a non-grievable issue.

When the nature of an issue resides outside the domain of the Collective Agreement, special care must be taken to accomplish two tasks:

1. To give faculty members our time and commitment to address their dilemma, and
2. To, without conjuring any illusions that a grievance is underway, bring the matter to a point where all parties are satisfied with the outcome.

**RESOLVING A NON-GRIEVABLE DISPUTE**

Action	Documentation
FA member meets with W&G committee member(s)	Incident Report (filed)
The issue is deemed non-grievable (resides outside the domain of the Collective Agreement.	As determined by FA President in consultation with W&G VP: Letter to department Verbal summation to non-faculty supervisor Issue is brought to the attention of management Mediation takes place Matter is referred to Code of Conduct Committee
When necessary, the FA member's issue is formally respnded to by the FA (President or W&G VP)	

- Note: It is a goal of the 2001/2002 Grievance Committee to:
- a. obtain mediation training (research resources)
  - b. participate in Code of Conduct Training
  - c. work closely with Code of Conduct Committee and its documents

(Interpretive draft)  
(September 2001)

## RESOLVING A GRIEVANCE (LEVELS 1-3)

	Grievor	BVC	Timeline
Level 1	Meet and discuss matter State "Level 1 grievance" (may have BVCFA rep at meeting)	Non -faculty Association Member (Dean, Manager...)  ↓ Respond verbally to grievor	Within 14 days of event  Within 14 days of above meeting
Level 2	Obtain written approval of FA Submit grievance in writing (*letter) to Executive Team member and HR Manager  *letter must include: a) summary of circumstances (grievance) b) provisions in the Collective Agreement being violated c) Remedies sought	Executive Team Member  ↓ Respond, in writing, to grievor and FA	Within 28 days of event  Within 14 days of receiving grievors letter
Level 3 (Arbitration)	Obtain written approval from FA Submit *written notice to HR manager and president  *letter must include: a) name of arbitration board member b) intent to grieve via arbitration	HR Manager/President  ↓  Appoint arbitration board member	Within 14 days of receiving written response from Executive Team Member (re: Level 2)  Within 7 days of receiving grievors letter
	Grievor and BVC agree to an Arbitration Chair (or one may be appointed by the Director Mediation Services of the Department of Labour)		Within 14 days of the above



**Your Actions Following Concern/Event:**

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**Follow Up Action Requested:**

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**Feedback:**

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**Steps Taken to Date:**

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**Submitted by:**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature



# BOW VALLEY COLLEGE FACULTY ASSOCIATION

LEVEL\_\_

REFERENCE NO.:

SURNAME:

DESIGNATED OFFICER:

FIRST NAME:

DEPT.:

OFFICE LOCAL:

NATURE OF GRIEVANCE:

HOME ADDRESS:

RES. PHONE:

DETAILS OF GRIEVANCE (DATE, TIME, LOCATION, ETC.)

REFERENCE SECTIONS OF COLLECTIVE AGREEMENT VIOLATED:

CORRECTIVE ACTION REQUESTED:

DATE: \_\_\_\_\_

SIGNATURE OF EMPLOYEE: \_\_\_\_\_

APPROVAL FOR PRESENTATION OF GRIEVANCE GIVEN BY:

\_\_\_\_\_  
AUTHORIZED BOW VALLEY COLLEGE FACULTY  
ASSOCIATION REPRESENTATIVE

DATE GRIEVANCE FORM RECEIVED:

\_\_\_\_\_  
DESIGNATED GRIEVANCE OFFICER

ATTACHMENTS: \_\_\_\_\_

ORIGINAL TO:

Designated Grievance Officer

COPIES TO:

Bow Valley College Faculty Association Office, Employee, Bow Valley College  
Faculty Association Representative, Human Resources, Dean  
Association Representative, Human Resources, Dean



# BOW VALLEY COLLEGE FACULTY ASSOCIATION

Date

Name

Vice-President, Academic  
Bow Valley College  
332 6 Avenue SE  
Calgary AB T2G 4S6

Name

President  
Bow Valley College Faculty Association  
Room 430, 332 6 Avenue SE  
Calgary AB T2G 4S6

Dear Mr./Ms. Name:

Re: Grievance type of Member Name

Pursuant to Section \_\_\_ of the Collective Agreement, please be advised that the Bow Valley College Faculty Association is not satisfied with the response to the Level 1 grievance filed by Member Name on Grievance Level 1 date. At the Meeting date meeting of the Bow Valley College Faculty Association Executive Committee, the executive, acting on the recommendation of the Welfare and Grievance Committee of the Faculty Association, passed the motion to "proceed to a Level 2 grievance regarding Member Name's Grievance type."

Please find attached a summary of the events leading up to this grievance, a reference to the provisions of the agreement violated, and particulars of the remedy sought.

We request a meeting with you, so that our ACIFA representative may discuss the particulars of the grievance with you.

Yours truly,

Name

President

Encl.

Cc

Name, Manager Human Resources  
Name, VP Welfare and Grievance, BVCFA  
Name, ACIFA Labour Relations Officer  
Name of grieving member



# BOW VALLEY COLLEGE FACULTY ASSOCIATION

Date

Dear \_\_\_\_\_:

Please be advised that the Bow Valley College Faculty Association is pursuing a Level 3 Grievance Arbitration around the **Grievance Type** of **Member Name** in **Month/Year**. The disputed area of the Collective Agreement is article **##.#**:

**(insert applicable articles here)**

Your job could be affected if the grievance is upheld.

As a member of the \_\_\_\_\_ Department, you may be subpoenaed to be a witness at the arbitration hearing. Also, you have the right to attend and participate fully (for example, present evidence or make arguments) in the hearing.

The hearing will take place on **Dates** and **Year**, commencing at **Time** at the following address:

**(insert court address here)**

If you have any questions regarding this matter, please contact me.

Sincerely,

**Name**

President  
Bow Valley College Faculty Association