

Article 32

GRIEVANCE PROCEDURES

32.01 Articles 32.02 to 32.05 and 33.01 to 33.06 inclusive apply to an employee who has been employed continuously for at least the preceding four months.

Complaints

32.02 It is the mutual desire of the parties that complaints of employees be adjusted as quickly as possible and it is understood that if an employee has a complaint, the employee shall discuss it with the employee's immediate supervisor within 20 days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the employee in order to give the immediate supervisor an opportunity of adjusting the complaint. The discussion shall be between the employee and the immediate supervisor unless mutually agreed to have other persons in attendance. The immediate supervisor's response to the complaint shall be given within seven days after discussion with the employee.

Grievances

32.03 Failing settlement of a complaint, it shall be taken up as a grievance (if it falls within the definition under 32.12 C) in the following manner and sequence provided it is presented within seven days of the immediate supervisor's reply to the complaint. It is the intention of the parties that reasons supporting the grievance and for its referral to a succeeding Step be set out in the grievance and on the document referring it to the next Step. Similarly, the College's written decisions at each step shall contain reasons supporting the decision.

Step One

An employee shall present a signed grievance in writing to the employee's immediate supervisor setting forth the nature of the grievance, the surrounding circumstances and the remedy sought. The immediate supervisor shall arrange a meeting within seven days of the receipt of the grievance at which the employee, a Union Steward designated by the Union Local, if the Union Local so requests, the immediate supervisor and the supervisor of that person shall attend and discuss the grievance. If a Human Resources representative is to attend, the Union Local will be given the option of having an additional Union representative present. The immediate supervisor and the supervisor of that person will give the grievor and the Union Steward their decision in writing within seven days following the meeting. If the grievor is not satisfied with the decision, the grievor shall present the grievance in writing at Step Two within 15 days of the day the grievor received such decision.

Step Two

The grievor shall present the grievance to the College President or the President's designee.

The College President or the President's designee shall convene a meeting concerning the grievance, at which the grievor shall have an opportunity to be present, within 20 days of the presentation, and shall give the grievor and a Union Steward designated by the Union Local a decision in writing within 15 days following the meeting. In addition to the Union Steward, a representative designated by the Union Local shall be present at the meeting if requested by the employee, the Union Local or the College. The College President or the President's designee may have such persons or counsel attend as the College President or the President's designee deems necessary.

In the event that any difference arising from the interpretation, application, administration or alleged contravention of this Agreement has not been satisfactorily settled under the foregoing Grievance Procedures, the matter shall then, by notice in writing given to the other party within 15 days of the date of receipt by the grievor of the decision of the College official at Step Two, be referred to arbitration.

Union Grievance

32.10 The Union or Union Local shall have the right to file a grievance based on a difference directly with the College arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement. Such grievance shall not include any matter upon which an employee would be personally entitled to grieve and the regular grievance procedure for personal or group grievance shall not be by-passed except where the Union establishes that the employee has not grieved an unreasonable standard that is patently in violation of this Agreement and that adversely affects the rights of employees.

Such grievance shall be submitted in writing by the Union Grievance Officer at Head Office or a Union Local President to the Director of Human Resources or as designated by the College, within 40 days from the occurrence or origination of the circumstances giving rise to the grievance commencing at Step One of the grievance procedure detailed in 32.03.

[Select this link for a Flow Chart of the process](#)