SFUFA
THE FACULTY ASSOCIATION OF SIMON FRASER UNIVERSITY

Representing Academic Staff at
Simon Fraser University Since 1965

SFUFA Grievance and Arbitration Agreement

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Revised April 2013

Two copies of this document should be provided to a member and signed before the initiation of a formal grievance process which is likely to require legal or other professional advice or is expected may proceed to arbitration or other hearing. One copy shall be provided to the member for her/ his records, the other copy to be retained by SFUFA. Members will also be provided with the Representation Decisions and Appeal Policy and the Policy on Payment of Members' Legal Expenses, referred to as Appendix A and Appendix B respectively.

Prior to the initiation of a formal grievance or similar process, it is important that the member(s) involved clearly understand the process, and the terms and limits of Faculty Association representation including financial expenditure on the case.

SFUFA takes seriously its mandate to support its members and represent them in employment related disputes with the University. The Association does not represent members in cases not directly arising from or related to the employment relationship. (See Appendices, *Representation Decisions and Appeal Policy* and *Policy on Payment of Members' Legal Expenses*.)

The grievance process begins with attempts at informal resolution. Beyond this, a formal process exists which may lead ultimately to legally-binding third party resolution. Representation is not an unlimited right, and members should clearly understand the following:

a) a SFUFA-initiated and/ or supported grievance is legally the property of the Association. That is, the Association retains the right to determine whether the case has merit and the chances of success and these, among other considerations, shall determine whether the case is pursued.

b) The Association retains professional staff to process grievances, and staff generally will advise members on how a case ought to be brought forward. In particularly important matters, the Association may also retain legal counsel to assist where deemed necessary. Decisions regarding the use of legal counsel or other professional services rest with the Association, and only the Executive of the Association may approve the expenditure of funds for these purposes.

c) SFUFA, its staff and its legal counsel will consult with members and consider members' opinions on the handling of grievances, but the ultimate decision on whether or how to pursue a case rests with the Association, as specified in Appendix A. SFUFA may decline to initiate or may refuse to pursue a case at any stage on any reasonable grounds. Circumstances leading to the decision to decline or abandon a case may include the following:

– the matter is not within the ambit of SFUFA's responsibilities as bargaining agent;

– the matter lies outside of the Association's jurisdiction, i.e. is not arbitrable under the law;

– the case lacks sufficient merit to proceed;

– the interests of the individual run counter to the interests of faculty members in general or SFUFA as an organization;

– the costs of the case, financial and otherwise, outweigh the benefits that may reasonably be expected to accrue to the member and/or SFUFA;

– the member refuses to follow reasonable advice provided by SFUFA, its staff or its counsel;

– the member's behavior is abusive;

– the member refuses to accept a settlement deemed reasonable by SFUFA taking into account all circumstances;

– other reasons deemed reasonable by the President of SFUFA and consistent with the law, given the prevailing circumstances leading to the issues in dispute .

d) Should SFUFA decline to pursue a case or abandon a case before its resolution, the member has a right of appeal as per SFUFA policy (see Appendix A);

e) If a member chooses to advance a case independently or seek third party professional or legal advice, SFUFA shall bear no responsibility for any costs incurred unless explicitly agreed in writing in advance.

f) If a member requests at any point that SFUFA, its staff or its legal counsel consult with or otherwise engage with the member's own professional services, costs for those services shall be borne by the member.

g) SFUFA cannot and does not make guarantees about the outcome of a case or continued representation. Judgments regarding the merits of a case and decisions regarding representation continue to be made throughout the process as information becomes available.

h) SFUFA understands and takes seriously its duty of fair representation, and undertakes to represent its members in good faith and without discrimination.

I have read and understood this document, and have had an opportunity to ask any questions that arise to ensure my full comprehension of the terms of SFUFA's representation.

Name of potential grievor: SFUFA Representative:

Date: Date:

Signature: Signature:

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The SFU Faculty Association is a member-driven professional association and collective bargaining agent for faculty, librarians and other academic staff at the three campuses of Simon Fraser University in Burnaby, Surrey and Vancouver B.C.

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