

I GRIEVANCE PROCEDURE – KNOW YOUR CONTRACT

A. What is a grievance? What can be grieved?

Determine whether or not it is a grievance or a gripe

DEFINITION Grievance is a dispute between the City of..... and one or more employees covered by this Agreement pertaining to wages, hours, terms or conditions of employment which are expressly stated in the collective bargaining agreement.

B. Use the grievance worksheet as a guide.

C. Are there alternatives; i.e. a grievance versus unfair labor practice charge.

D. Determine what remedy will resolve the grievance, with recognition of the ramifications of not prevailing on the grievance.

II INVESTIGATING THE GRIEVANCE

A. Investigate the complaint, noting the time, date, who, what where, when, and why.

B. Conduct an interview. Listen carefully to the employee's statement, writing down such things as the "5 W's" (Who, What, When, Where and Why).

C. Have the employee put the information in writing.

E. Examine necessary department records pertinent to the complaint. Make copies of ALL records, memos, etc. It can be determined later whether such information is useful or can be discarded.

F. Distinguish between fact, fiction and opinion.

- G. Determine which facts are relevant to the matter under discussion.
- H. Determine what the violations are as they pertain to the contract, rules and regulations, past practices and unequal treatment.
- J. Determine specifically what is the desired settlement (remedy).
- K. Using your notes, the grievance worksheet, and your investigation you can, if you wish, write the grievance. Some contracts require at the first step of the grievance procedure verbal communication with the Employer's representative. In doing so, whether or not you present the grievance at the verbal step, make sure you comply with your CBA's grievance procedure, i.e. some contracts require a specific statement of the facts, a listing of the contract provisions at issue, and the requested remedy. Be as concise as possible. **DO NOT EDITORIALIZE.** Make sure the statements of the contract are correct to the best of your knowledge.

III **PROCESSING THE GRIEVANCE**

A. **NUMBER ONE ISSUE** is time limits!

Know Your Contract Grievance Procedure, especially in regard to the time limits starting with how soon a grievance must be filed. Upon receiving an answer to the grievance, how much time do you have to move the grievance to the next step? This is important at each step of the grievance procedure.

Equally important are the time limits imposed on management to respond to the grievance.

Be aware of the ramifications for failing to abide by the time limits. You certainly do not want to lose a grievance because you failed to abide by the time limits.

B. Writing the grievance, if you have not already done so.

Whether or not you have written the grievance prior to the verbal steps **TYPE** the grievance error free, with **CORRECT PUNCTUATION AND CORRECT SPELLING**.

C. Depending on your contract, a face to face meeting may be involved at different steps of the procedure. If you have a meeting, even at the verbal step, and other members are attending, keep a united front. Usually, the union representative should be the primary spokesperson. Never disagree in front of the supervisor or administrator. Don't be afraid to call a timeout for discussion among members.

Use good communication skills; thank the Employer for the willingness to meet; use eye contact; keep a friendly tone of voice and manner; listen to their explanations; argue your point without being arrogant and arbitrary; use a positive approach and stick to the point; keep personal elements out of the picture; learn to ask why; and demand the same respect from management representatives as you have given management (as a union representative, you are on the same ground as the management representative when discussing Union-Management issues). As much as you want to bite their head off, thank them again for meeting with you.

List all the members and supervisors who are at the meeting. Take notes of what is being said and by whom.

At the end of the meeting, make sure that both side's positions are known. **DO NOT ASSUME ANYTHING**. Make sure both sides agree that the grievance is either (A) resolved (B) to be processed to the next step. If you agree to an extension of time limits, identify the specific time period and put it in writing, signed by both parties.

D. KEEP THE GRIEVANT INFORMED.

E. Even if the grievance is resolved, keep a file on it with all the supporting documents.

IV GRIEVANCE ARBITRATION

A. What can be arbitrated? This may differ from what can be grieved.

B. What is the impact of the arbitration decision? That is why it is extremely important to make the decision on whether or not to proceed in the first place. The biggest mistake is taking the position that “WHAT DO WE HAVE TO LOSE.”

C. Your investigation, your preparation, and your presentation of the grievance at the lower levels of the grievance procedure can play a critical role in the outcome at arbitration.

D. The Union, pursuant to your CBA, will make the selection of an arbitrator, and determine the location of the arbitration hearing (employer, union or a neutral site).

E. We must put our best foot forward in the presentation of a grievance before an arbitrator. The same holds true for your appearance at the arbitration. You should come in business attire and well groomed.

F. Arbitration hearings are less formal than court proceedings. The admission of evidence is less formal, including presentation of witnesses and exhibits.

G. If called upon to testify, do it professionally answering all questions truthfully and to the best of your ability. There is nothing wrong with saying “I don’t know” or “I don’t recall”. Remember the arbitrator is assessing the witnesses’ and their testimony and credibility.

- H. Most contracts with an arbitration clause in the grievance procedure state that the arbitrator shall have no power to add to, subtract from, amend, alter or change the provisions of the contract.
- I. The arbitrator's decision, in most contracts, is final and binding. Good Luck!

V. PAST PRACTICE

- A. Many times, we hear the term past practice. What is it? Generally, it is an ongoing employment custom or condition where there is no specific language, or the language is ambiguous in the contract. It must benefit both parties and be accepted by both parties.
- B. We have a propensity to call things past practice when in reality it was management's way of doing things, hence management retains the right to unilaterally change the non-binding practice.
- C. A past practice sometimes develops from unambiguous contract language, which means that though the contract language is clear, a practice has developed which does not follow the language. In most cases, either party would have a right to halt the contract deviation and return to the contract language moving forward.
- D. You should consult with your business agent before using the term past practice as your claim of a violation in a grievance.

VI DISTRIBUTION OF GRIEVANCE

- A. You must contact the POAM office to get a number for your grievance.
- B. After obtaining a number for the grievance and typing the grievance on the official union grievance form, follow the instructions at the bottom of the grievance form. Maintain copies of all grievances filed with the Employer and immediately transmit a copy to the Union office.

**THE BUSINESS AGENT AND THE UNION OFFICE ARE ALWAYS
AVAILABLE FOR ASSISTANCE**