

# WRITING A GRIEVANCE

## **Before Writing the Grievance**

- Make a list of the facts you have assembled.
- Decide what facts to use.
- Remember, an arbitrator will know nothing about your shop except what he is told.
- Check the contract thoroughly for additional violations.
- Make a rough draft first.

## **When Writing the Grievance**

- Include the five essential parts.
- Be sure the grievance is neat and legible. Print or type if possible.
- Be brief but complete.
- Don't include argument in the WRITTEN grievance.

## **After Writing the Grievance**

- Check spelling.
- Check for all contract references, names, dates, times, and facts for accuracy.
- Check for contradictory statements.
- Check for excess words and phrases.
- Be sure you can prove all facts you have stated.
- Be sure the settlement requirements are clear and complete.

# WORDS TO GRIEVE BY

## WEASEL WORDS

Ability

Minimal

Absolutely

Minimum

Adequate

Necessary

Almost

Normal

Capacity

Periodic

Completely

Possible

Day

Practical

Equal

Properly

Forthwith

Qualification

Frequent

Reasonable

Fully

Regular

Habitually

Substantially Equal

High Degree

Sufficient Number

Immediately

With All Dispatch

# *Grievance And Arbitration Sheet*

## **“QUESTION CODE” FOR OBTAINING REQUIRED INFORMATION**

### **TYPES OF GRIEVANCE**

A.	Reprimand	1,2,3,4,5,6,7,8,9,10,22,23,25
B.	Disciplinary Suspension	1,2,3,4,5,6,7,8,9,10,22,23,25
C.	Discharge	1,2,3,4,5,6,7,8,9,10,22,23,25
D.	Improper Working Conditions Or Safety Hazard	1,2,8,10,23,25
E.	Denied Promotion, Reclassification Or Transfer	1,2,6,8,19,24
F.	Holiday or Vacation Pay	1,2,8,12,18,20
G.	Denied Schedule Bidding Rights	1,2,8,11,12,25
H.	Overtime Equalization	1,2,8,12,13,18,25
I.	Discrimination	1,2,8,9
J.	Unsatisfactory Attendance	1,2,3,4,5,6,8,9,14,15,23
K.	Unsatisfactory Quality or Quantity of Work	1,2,6,8,16,17
L.	Vacation Schedule Bidding	1,2,8,11,23
M.	Improper Pay	1,2,8,12,18
N.	Working Out of Classification	1,2,8,25,29
O.	Demotion	1,2,3,4,5,6,7,8,9
P.	Denied Sickness Disability Benefits	1,2,8,20,26,27,28
Q.	Contracting Out Work	1,2,8,25,29
R.	Management Doing Bargaining Unit Work	1,2,8,10,25,29
S.	Miscellaneous	1,2,3,4,5,6,7,8,9,25

**The information referred to above by numerical order is listed in the following numerically. Check the proper type of Grievance above. List the numbers opposite it, and then refer to the following items for the people information needed.**

1. Grievant's name, address, phone, job title, rate of pay, seniority date, age, sex, race, immediate supervisor, and reporting location.
2. Fill out Grievant's statement form after interview with Grievant. Be sure to complete all the parts of the form and ask questions of the Grievant to make sure you have all the facts and that they are accurate.
3. Previous oral reprimands by supervisor and the date received.
4. Previous written reprimands. (Request copies of)
5. Previous disciplinary suspensions. (Request copies of)
6. Grievant's last warning, plus past warnings if they are relevant. If the company action is taken based on past work performance or discipline, you should request all warnings since hire or as far back as the company is determining its case.
7. Were previous reprimands or disciplines protested, and what were the results?
8. What are management's reasons for their actions, and what is their present position on the matter?
9. What is the past practice of the supervisor(s) involved? Have other employees guilty of similar offenses been reprimanded equally? Cite such employees and the circumstances involved.
10. How did management become aware of the situation that precipitated their actions?
11. Seniority list for Grievant's classification or workgroup.
12. Work schedule for Grievant's classification or workgroup.
13. Overtime list for Grievant's classification or workgroup.
14. Grievant's attendance record.
15. Attendance records of other employees.
16. Grievant's quality or quantity of work reports.
17. Quality or quantity of work reports on others in classification.
18. Paycheck stubs for dates in question.

19. List of candidates considered (with seniority dates) for promotion, reclassification or transfer.
20. Copy of time sheets for dates in question for grievant.
21. Copy of time sheets for dates in question of others in classification or workgroup.
22. Any statements given to company by Grievant, other workers, supervisors, or customers concerning this incident.
23. Does the company have a written policy or practice concerning this subject, and how did they make the employees aware of such practices or policy.
24. Other company jobs held by Grievant, previous jobs, company schools attended, outside schooling, previous rating on other jobs, etc. Request copies of company school reports, diplomas, rating by other supervisors, etc.
25. Obtain statements from any employees, supervisors, customers, or others who might have witnessed the incident(s) precipitating or leading up to this grievance.
26. Copy of sick leave and doctor's statement.
27. Copy of medical department or company refusal of benefits.
28. Signed copy of Grievant's permission for company to release medical file information to the Union.
29. Description from other employees, supervisors, customers, or others as to what type of work supervisor, contractor, or other employee was doing when it was done. (Date, time, and for how long)

# GRIEVANCES

## SIX GROUNDS

- ❖ Has contract been violated?
- ❖ Has the law been violated?
- ❖ Has established past practice been violated?
- ❖ Is it a violation of company rules?
- ❖ Is it covered by management rights?
- ❖ Is the discipline unjust or excessive?

# STANDARDS

## WHAT DOES AN ARBITRATOR LOOK FOR?

1. **MUTUAL INTENT OF THE PARTIES**  
(INTENT WHEN AGREEMENT WAS WRITTEN)
2. **LANGUAGE CLEAR AND UNAMBIGUOUS**  
(NO MEANING OTHER THAN WHAT IS EXPRESSED)
3. **INTERPRETATION IN LIGHT OF THE LAW**  
(NO INTERPRETATION IN VIOLATION OF LAW)
4. **NORMAL USAGE & TECHNICAL USAGE**  
(ORDINARY MEANING – TRADE SENSE)
5. **AGREEMENT TO BE CONSTRUED AS A WHOLE**  
(GIVING MEANING & EFFECT TO OTHER PROVISIONS)
6. **AMBIGUOUS PROVISIONS WILL BE INTERPRETED TO AVOID HARSH, ABSURD & NONSENSICAL RESULTS**  
(REASONABLE INTERPRETATION WILL PREVAIL)
7. **TO EXPRESS ONE THING IS TO EXCLUDE ANOTHER**  
(EXCLUSION OF EVERYTHING NOT MENTIONED)
8. **GENERAL WORDS IN AN ENUMERATION**  
(SENIORITY WILL BE CONSIDERED IN LAYOFFS, PROMOTIONS, ETC. DOES NOT MEAN OVERTIME)
9. **SPECIFIC LANGUAGE PREVAILS**  
(OVER OTHER GENERAL CLAUSES)
10. **PRECONTRACT NEGOTIATIONS**  
(SIDE AGREEMENTS, CONTRACT NEGOTIATION NOTES)
11. **CUSTOM AND PAST PRACTICE**  
(ARBITRATION AWARDS, GRIEVANCES, ETC. IF CONTRACT SILENT, PAST PRACTICE WILL PREVAIL)

## SUPREME COURT DECISION

### UNITED STEEL WORKERS VS. WARRIOR & GULF NAVIGATION CO.

THE LABOR ARBITRATOR'S SOURCE OF LAW IS NOT CONFINED TO THE EXPRESS PROVISIONS OF THE CONTRACT, THE PRACTICES OF THE INDUSTRY AND THE SHOP – IS EQUALLY A PART OF THE COLLECTIVE BARGAINING AGREEMENT ALTHOUGH NOT EXPRESSED IN IT...