

## I. CONTRACT ENFORCEMENT AND THE ROLE OF THE UNION REPRESENTATIVE, STEWARD, OR GRIEVANCE COMMITTEE



**T**he collective bargaining agreement — the contract between union and employer — is the legal document which brings a measure of justice, equity, and democracy to the employment relationship and the workplace. As with any other legal arrangement, the contract is only as effective as its enforcement. Just as with a law that is not enforced, a collective bargaining agree-

ment that is not enforced becomes a 'dead letter.'

The grievance procedure in a collective bargaining agreement and the effective use of it by the union and its membership transforms the contract from a piece of paper into a living document.

The key to effective contract enforcement is the work and activity of the union steward at each work location. The steward enforces the contract, protects the rights of co-workers, and continues the collective bargaining process between the union and management on a daily basis. The most comprehensive and clearly written grievance procedure is of little value to employees if it is not accom-

panied by dedicated and well trained stewards or union representatives who are prepared to use it intelligently and aggressively.

Accepting responsibility for representing one's fellow employees before management can at first seem to be an awesome, indeed almost overwhelming, task. However, it is a position which can be mastered and exercised effectively if the person who accepts it uses basic intelligence, careful attention to detail, and maintains a firm and reasonable attitude. To do effective contract enforcement work does not require that one be a combination of F. Lee Bailey, John L. Lewis, and an IBM 360 computer. As was once said, "The best representation that workers have ever received has been provided by persons with little formal education, but a well-thumbed copy of the contract and a strong sense of justice and fair-play."

## II. THE GRIEVANCE AND THE GRIEVANCE PROCEDURE



**E**very grievance begins as a complaint by an employee, a group of employees, or the union itself, that the employer and its representatives either did something that they were not supposed to do, or didn't do something that they were supposed to do. While every grievance begins as a complaint, not every complaint becomes a grievance. The complaints that can be processed as

grievances are established by definition in the collective bargaining agreement. A standard contractual definition of a grievance would be:

***A grievance is a complaint by an employee, a group of employees or the union (1) that there has been a violation or misinterpretation of a specific term of this agreement or (2) that an established policy or practice has been applied unfairly or inequitably.***

The purpose of the grievance procedure in a collective bargaining agreement is to provide for the speedy, orderly and equitable resolution of disputes. To this end every negotiated grievance procedure should have certain features.

**First**, the scope of the grievance procedure should cover all elements of the contract, established policy and practice.

**Second**, the grievance procedure should have a small number of steps, each of which has clearly defined time limits for implementation.

**Third**, at each step in the grievance procedure the authority and responsibility of the parties should be clearly established.

**Fourth**, the grievance procedure should make provision for an attempt at an informal resolution of the dispute prior to the filing of a formal written grievance.

**Fifth**, the final step in the grievance procedure should be binding arbitration by a neutral third party.

### III. INVESTIGATING AND WRITING THE GRIEVANCE



In only the rarest of instances will the union steward or grievance representative actually witness the event or actions which form the basis for the filing of a grievance. Therefore, the first task of the steward or grievance representative is to listen to the grievant's story. Having given a sympathetic hearing to the fellow employee's complaint, the grievance representative must then

conduct a full and independent investigation in order to determine how to make the best use of the grievance procedure to solve the problem. The essentials of the grievance investigation consist of obtaining the fullest possible answers to the "6 Crucial W Questions."

The first "W" Question is **WHO** is involved? The grievance representative must identify the member or members of the bargaining unit who are affected by the management action that is being complained about; the member or members of management who acted or failed to act properly thus causing the complaint; and, other persons who witnessed the action or have knowledge of the complaint and related matters. *Each of these persons should be interviewed by the grievance representative and a written record of the in-*



interview kept in the grievance file.

The second "W" Question is **WHEN** did it happen? This is important for two reasons:

- **The time of an incident may itself be the basis for a complaint becoming a meritorious grievance.**
- **The moment of the incident or of the grievant's first knowledge of an action is the start of the clock in the grievance procedure.**

All subsequent time sequences in the grievance procedure flow from the date of the occurrence. *A grievance that is not filed and processed in a timely manner can be lost regardless of the strength of the arguments and evidence presented by the union.*

The third "W" Question is **WHERE** did it happen? The location of the event which is being complained of is important in determining whether a management action was proper or not. Particularly in grievances that involve disciplinary action by management or accusations of employee insubordination, the setting and environment of the incident can be a determining factor in judging the right or wrong character of the action.

The fourth "W" Question is **WHAT** happened? You must determine which action or failure to act on the part of management is the basis for the complaint. You will need to identify all of the specifics of the incident and also gather the appropriate documentation if it exists. The major sources of this information will be the grievant, the involved supervisor, and any witnesses to the event. In gathering the information it is important that you

separate fact from opinion and discount allegations and hearsay evidence. *You must be precise in determining what was actually said and done.*

The fifth "W" Question is **WHY** is it a grievance? Here you must determine precisely what article or articles of the contract are violated or breached because of what happened. *The complaint of the grievant may be justified; but, if it is not a violation of the contract, established policy or practice, it is not a grievance.* If the facts of the case can be connected to specific language in the contract, then you have a "theory of the case" and the basis for filing a grievance.

Once you have completed your investigation and developed an understanding of the nature of the grievance, you are ready to answer the sixth and final "W" Question — what must be done to make the grievant **WHOLE**? You must identify the remedy that will restore the integrity of the contract and return the grievant to the status which he or she would have held had the violation not occurred. In selecting a remedy there are several points to keep in mind. First, the purpose of the remedy is restoration, not retribution. Frequently, grievants will desire either apologies or punitive actions directed at the supervisor who violated the contract. These are not appropriate remedies and will be denied by arbitrators or within the processing of the grievance. Second, the remedy sought should fully restore the work integrity of the employee. Third, the remedy must be consistent with the terms of the collective bargaining agreement. Some grievants will be intimidated by management and will not seek sufficient remedies. *It is the responsibility of the grievance representative to insure that the integrity of the contract is maintained in the search for an appropriate remedy for the grievance.*

## HOW TO INVESTIGATE A GRIEVANCE

1. Interview the grievant and write down dates, facts, and witnesses.
2. Ask questions for clarification and additional information.
3. Interview the involved supervisor and witnesses. Keep a written record.
4. Examine all records which have a bearing on the incident.
5. Separate the facts from opinions and allegations.
6. Determine which facts are relevant to the matter in dispute.
7. Fill out the grievance form in full and have the grievant sign it.

## THE CRUCIAL "W's" OF GRIEVANCE INVESTIGATION

**WHO** is involved?

1. Grievant (employee, employees, the union) \_\_\_\_\_  
\_\_\_\_\_
2. Responsible management person(s) \_\_\_\_\_  
\_\_\_\_\_
3. Witness(es) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WHEN** did it happen?

1. Time and date of event \_\_\_\_\_

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**WHEN** must grievance be filed?

1. Informal conference \_\_\_\_\_
2. First formal step \_\_\_\_\_

**WHERE** did it happen?

1. \_\_\_\_\_

**WHAT** happened?

1. What did some management representative do or fail to do that gives rise to the complaint? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WHY** is it grievable?

1. Specifically what is wrong with "What happened?" \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Contract language or policy violated (cite article, section, paragraph, page number, etc.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## THE CRUCIAL "W's"

What must be done to make the grievant  
WHOLE?

1. Corrective action requested \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. What would we settle for? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## IV. THE PSYCHOLOGY OF GRIEVANCES



**A**lthough the center of enforcement activity is the collective bargaining agreement, the contract in turn regulates the relationships between people. When a grievance occurs, it involves the disruption of established relationships and initiates relationships between additional persons. Both the distortion of existing personal relationships and the start or intensification of

other relationships have crucial psychological dimensions which must be taken into account by the union steward or representative in order to do effective contract enforcement work.

The first psychological dimension for which the union steward or grievance representative must be prepared emerges during the initial contact with the fellow employee who has the complaint. It is essential that you be prepared for "grievant's syndrome." The grievant feels that he/she has been unfairly harmed and injured. Only the most stoic among us can maintain our equanimity when we believe that we have been wrongfully hurt. Thus, it is important that the union representative be ready for the fact that the grievant may be agitated, angry, irrational and vengeful. The first task of the grievance representative will be to calm the



grievant and convince the employee who has a complaint that the union will do all that it legitimately can to seek a resolution of the problem. To do this, the representative should give a full hearing to the grievant and ask as many questions as necessary to obtain a comprehensive account of the incident.

One of the most difficult points in grievance work is informing a co-worker that her/his complaint does not constitute a grievance under the collective bargaining agreement. The grievant's initial response is most likely to be "the union is selling me out." Therefore, it is wise that if you believe that a complaint is not grievable, that, first you check with either the stewards council or the chairperson of the grievance committee for a concurring opinion, and then give a clear and comprehensive explanation to the co-worker who has the complaint. *Be sure to keep a written notation of such explanation and any pertinent ensuing discussion.* Finally, in these situations it is important to inform the grievant of established appeal procedures which may be available.

During the course of processing a grievance, there are two forms of "grievant's syndrome" which are likely to manifest themselves. The first is a repetition of the anger that usually accompanies the initial complaint. The grievant will have an exaggerated sense of the importance of the case and often a desire to use the grievance procedure to get even with the supervisor. The second type of behavior will be a desire to give up on the grievance out of fear of being harrassed or punished in some other manner by the supervisor. The solution to both types of behavior is the same. The grievance representative must keep the grievant involved in each step of the process, explaining what is being done and why it is being done in a

clear and supportive fashion. The grievant who is kept informed is less likely to indulge in behavior that will be prejudicial to a successful resolution.

The second crucial psychological dimension of grievance work involves what can be thought of as the "psychology of power." This involves the complex of relationships which develop between the union grievance representative and the various management personnel who will become involved in the processing and resolution of the grievance. The first point to keep in mind when doing grievance work is that you, as the representative of the union, are the legal equal of the management person who is involved in the dispute at hand. Although this person may be your supervisor in your regular work situation, when you are acting in your role as steward or grievance representative you are representing the union as one party to a legally binding contractual relationship. Your authority and responsibility is to the union, your co-workers, and the maintenance of the integrity of the negotiated agreement. The best way to handle yourself with management is to be formal, well prepared, considerate and a good listener. The "Stewards Ten Commandments" if followed carefully, should enable you to handle the psychology of grievances.

## THE STEWARD'S TEN COMMANDMENTS

1. Don't shortcut the grievance procedure.
2. Do stick to the facts.
3. Don't lose your temper.
4. Do talk less and listen more.
5. Don't bluff or threaten.
6. Don't permit stalling.
7. Don't "horsetrade" grievances.
8. Do attempt to settle at the lowest step.
9. Don't argue with the grievant in front of management.
10. Do keep the grievant informed about the grievance.

## V. ARBITRATION



**A**lthough the majority of union stewards and grievance representatives will not be called upon to serve as advocates in a grievance arbitration hearing (that being a task usually handled by officers or staff representatives and, in some cases, attorneys) it is important that they understand the purpose and procedures involved and develop an understanding of the significance

of their work to the process. The majority of arbitration awards are not won, they are lost because of the failure of one side to adequately prepare and present its case in earlier stages.


Arbitration is the process by which unresolved grievances as defined in the contract are submitted to a mutually acceptable third party who renders a final and binding decision and, when appropriate, makes an award to the aggrieved party. Prior to the Second World War the final step in most grievance procedures was the right to strike. However, under the auspices of the War Labor Board, a tri-partite agency of the federal government, the strike was replaced by third party arbitration in the majority of private industry. With the emergence of collective bargaining in the public sector, the bulk of legislation has encouraged the binding arbitration of grievances as the final step of the process.



## GRIEVANCE PROCEDURE

Local Union No. \_\_\_\_\_

Definition in Contract \_\_\_\_\_

	Starting Day	Responsible Union Representative	Responsible Management Representative	Reply Day
Informal Step				
Step One				
Step Two				
Step Three (if required)				
Arbitration or 3rd Party Procedure				

3. Is the issue sufficiently important?
4. What will be the effect on the contract of winning or losing?
5. Is there an acceptable alternative resolution?

## VI. KEY CONCEPTS IN GRIEVANCE ADMINISTRATION



In addition to the basic process of grievance administration previously discussed, there are certain other concepts which need to be examined and understood. For the most part, these are aspects of the grievance process which have evolved and are continuing to develop as the collective bargaining process matures.

### A. DUTY OF FAIR REPRESENTATION

The "duty of fair representation" is an established legal principle developed in a series of cases heard by the United States Supreme Court which holds that a union in the exercise of its exclusive right to enforce a collective bargaining agreement must treat all members of the bargaining unit equally and fairly.

The first principle of the duty of fair representation is that in processing grievances the union may not discriminate between members and non-members of the union. Further, the union may not discriminate against members or non-members on the basis of race, creed, sex, political belief, or

opposition to the elected leadership of the local union or its parent organizations.

The second principle established under the doctrine of duty of fair representation is that the union is responsible for making a full, good faith effort to determine the merits of a bargaining unit member's complaint. Thus, never be too quick to dismiss a co-worker's case. Rather, conduct a full "6 W's" investigation in every instance.

The third principle is that the bargaining agent (i.e., the local union) can be held responsible for negligent acts in enforcing the contract and processing grievances which cause a member of the bargaining unit loss of benefits or work status under the contract. The case that established this principle involved a local union which failed to file a first step grievance within the time limits of their grievance procedure. So know your contract, know your grievance procedure, and make management live up to them.

Failure to fulfill the duty of fair representation may render the union subject to civil suit and liable for damages by the bargaining unit member or members who feel that they have not been adequately represented. Although such suits are costly and time consuming, it is best to realize that the duty of fair representation is an advantage to the union and its grievance team in that it provides an additional incentive to do an honest and effective job in making the collective bargaining contract a living document that brings justice and equity to the employment situation.

## **B. AVOIDING INSUBORDINATION — OBEY, THEN GRIEVE**

Although we have all been told that "God helps

those who help themselves," under collective bargaining that can be the fastest way out the door and onto the welfare line. Because the grievance procedure provides a swift and orderly means for correcting violations of the contract and because management reserves all rights not expressly limited by the collective bargaining agreement, members of the bargaining unit are obligated to follow directions and orders from supervisors, even those which they know to be in violation of the contract. The existence of a means to obtain redress carries with it the obligation to use that mechanism and the requirement to avoid other solutions. Further, an act of insubordination, which is an activity on the part of an employee that impedes or hampers management's right and ability to manage, undermines the basic structure of the employing organization. These two elements—management rights and the presence of a grievance procedure — require that an employee refrain from engaging in what is termed "self help," such as refusing to carry out a supervisor's directive. Under current precedent, an act of "self help," even in the face of a valid grievance, causes the employee to forfeit the just cause protections of the contract and renders the employee subject to discipline and/or discharge.

There are only three valid defenses against a charge of "self help." First, the employee has a reasonable belief that carrying out the order will endanger the employee's health. Second, carrying out the order will threaten the safety of others. Third, carrying out the order will result in a knowing violation of the law. *And in these instances, the burden of proof is on the union.*

One of the primary difficulties of the "obey, then grieve" rule is that it may apply to situations where the employee, by complying with the order or



direction, is placed in a situation where no remedy or means of making the employee whole exists. For example, there is no genuine remedy for a situation when an employee is directed to work during a paid lunch break. Nevertheless, the employee should obey and the union, in turn, must be creative in its search for a remedy which both compensates the employee and deters management from continuing the grievable activity. Repeated management violations of this nature then raise the legitimacy of what may be termed punitive remedies. In the instance cited, an example of a punitive remedy would be to ask for a double amount of released time with pay, to be taken at the employee's discretion with proper notice. Grievances of this nature are very likely to go to arbitration. Since arbitrators universally take a dark view of "self-help," it is extremely important that you impress upon your fellow workers the importance of the principle — obey, then grieve.

### **C. BURDEN OF PROOF**

The grievance procedure is the enforcement and protection element of a collective bargaining agreement. As such, it functions in a quasi-judicial fashion and consequently certain rules, procedures, and structures are utilized. One aspect of these is assigning responsibility to the parties for demonstrating the validity of their claims.

The vital element in either shouldering the burden of proof or in denying the validity of the opposing party's case is in establishing what is referred to as "controlling credibility." Controlling credibility consists of two elements; first, establishing the basic facts of your argument, and second, providing corroborating evidence either through believ-

able witnesses or documentation. In instances where both parties present evidence of equal weight and persuasiveness, the side which does not bear the burden of proof will prevail. The more comprehensive the proof of your case, the greater likelihood of a favorable settlement at the earliest step in the grievance procedure.

### **D. WOOD-SHEDDING THE WITNESSES**

The evidence and arguments which the union presents determines the resolution of the complaint. It is essential that these be clear, precise and limited to the facts of the matter. To achieve this goal it is necessary that the grievant and all other witnesses on behalf of the union be thoroughly prepared. This is called "woodshedding the witness." What is involved is that the steward or grievance representative, meets with the grievant and the other witnesses prior to the meeting, asks them the questions which will be asked in the hearing, and listens to the answers to those questions. Witnesses should also be prepared to answer the questions that management is likely to ask them on either direct or cross examination. The purpose of this activity is not to suborn the witnesses nor the grievance process, but rather to make your case as clear as possible and to separate fact from opinion. By having your witnesses thoroughly prepared, they will be more relaxed in what can often be a strained setting and thereby be more credible in the actual meeting.

There are several simple rules for preparing your witnesses:

1. Never use a witness who has not been interviewed and prepared.

2. Inform witnesses that they cannot testify to opinion, motivation, or presumed mental states. Only what was actually said or done.
3. Don't allow witnesses to argue with the opposing advocate.
4. Inform witnesses that it is proper to answer "I don't know" when they can't answer a question.
5. Do not suggest appropriate answers to questions you are going to ask.

#### **E. CONTINUING GRIEVANCES**

While one-time violations of the contract must be grieved within a specified time of the occurrence, a continuing or on-going violation may be grieved at anytime that the action is occurring. The only limitation upon the union in filing a grievance on a continuing violation is that, in seeking a remedy, it can only recover what has been lost from the point when the grievance was filed. There is one important exception to be made in this regard: If either the union or the grievant was not aware that a violation of the contract was happening, then a remedy that covers the entire incident is properly sought.

#### **F. PAST PRACTICE, POLICY AND RULE**

Although most grievances are the result of the violation of a specific article or articles of the collective bargaining agreement, there are three other areas that can provide the basis for a positive answer to the Fifth "W" Question, "Why is it a grievance?"

Past practice refers to actions taken unilaterally by management which substantially alter the terms and conditions of employment. Usually such actions are prohibited by a past practices or savings clause in the contract. However, even without such a clause, any management action which will effect the current and established situation of all or a definable group of the members of the bargaining unit must be negotiated with the union. The only exception to this is if the area involved is expressly reserved to management in the management rights clause of the contract.

Policy refers to those procedures established by management in areas of the work relationship which are not covered by the collective bargaining agreement. Even though management has full authority in such areas, for a policy to be valid, and for a violation of a policy by an employee to be the proper object of disciplinary action, certain standards must be observed.

*First, the policy must be promulgated, i.e., it must be the result of a formal action by management.*

*Second, the policy must be disseminated, i.e., a reasonable effort must be made to inform each member of the bargaining unit that the policy exists and applies to them.*

*Third, the policy must be uniformly enforced upon all members of the bargaining unit. Failure to observe any of these three rules in applying a policy toward bargaining unit members provides the union with the basis for extending the protections of the grievance procedure to the workers, if policy is included in the scope of the grievance procedure.*

Rule refers to those regulations of employee activity, behavior, and work standards which are agreed to by the union and contained within the



collective bargaining agreement. For a negotiated rule to maintain its force it must be consistently and uniformly applied. If management only occasionally or selectively enforces a rule, then the union has the right and duty to use the grievance procedure to protect and defend employees who are punished for violating the rule.

## **G. GRIEVANCE PROCEDURE BARGAINING**

During the negotiations process both labor and management strive to reach agreements which are comprehensive, precise, readily understood by supervisors and employees, and which cover all eventualities. However, even in the most mature and sophisticated bargaining relationships there will still be gray areas in the contract. In addition, situations which could not be reasonably anticipated will develop. Therefore, the grievance procedure serves a clarifying and problem solving function. In this type of situation, the steward or grievance representative, working closely with other leaders of the local union, continues the negotiations process.

In developing a solution to an interpretation grievance there are a few simple guidelines to follow:

1. Keep the issue as precisely focussed as possible.
2. Don't trade off something already gained.
3. Look for language and procedures which will apply to similar situations.
4. Get it in writing and approved by both the union and management.

## **H. TRACKING THE CONTRACT**

In addition to providing a mechanism for enforcing and clarifying the contract, the regular use of the grievance procedure guides the union in improving the contract during the next round of negotiations. To this end, each steward or grievance representative should maintain complete records of all complaints made, grievances filed, level of settlement, and cases won and lost. These records should then be analyzed by both the grievance committee and the negotiating committee to identify patterns and problem areas in the current contract.

If a number of complaints about a situation appear from several workers yet a grievance cannot be filed, then clearly new language is needed in the contract. Likewise, if a large number of grievances arise out of a specific provision of the contract, then the language needs to be strengthened and clarified. Finally, if a majority of the grievances filed under a particular article of the contract are lost, then that article needs to be either strengthened or re-written. A variation of this last theme may impact the grievance article of the contract itself. If there are either very few or a disproportionate number of grievances filed during the life of the agreement or, if most grievances are settled at either the later steps or through arbitration, then the grievance procedure itself may be defective and in need of major modification.



## VII. THE UNION GRIEVANCE TEAM



In every AFT local that has achieved collective bargaining, primary attention should be given to establishing and developing the Union Grievance Team. As we noted in the beginning of this guide, grievance administration is the means by which the contract is transformed into a living document bringing justice and equity to the employer/employee relationship.

This can best be accomplished by establishing structures and programs which enable the people involved in grievance work to receive adequate training, regularly share their experience, have access to necessary resources, and work together in mutually supportive ways. Let us examine each of these elements of the Union Grievance Team.

### A. TRAINING

No steward or grievance representative should be asked to undertake the tasks of representing co-workers and enforcing the contract until he/she has received thorough training in the essentials of grievance administration and contract interpretation. In larger or well established locals this is

usually carried out by the local union itself through an ongoing "new stewards" program. In other situations the educational activity is acquired through the Leadership Development program of the State Federation and the AFT Union Leadership Institute. Other sources of stewards training include the labor extension programs of colleges and universities in the area. Regardless of the source, every bargaining local should have a program for training new grievance representatives supplemented by refresher courses and opportunities for advanced training for the entire union grievance team.

### B. RESOURCES

There are three primary resources that each union grievance team should have available. First, is the central grievance files of the local. These should contain a record of all grievances filed under the current and previous contracts. These records should be organized by contract item, broken down for discipline and enforcement types of grievance, record the disposition, level and nature of settlement, and indicate the steward or grievance representative who handled the task, so that he/she may be consulted for discussion.

The second major resource is the professional staff and field representatives of the local and the State Federation. Strong working and consultative relationships should be developed between the local members of the grievance team and the staff. While the ideal is that the local people become as self-reliant as possible, the steward or grievance representative should feel confident in utilizing the expertise and experience of the professional union staff.

Third, the local grievance team should use the services of either staff attorneys or retained counsel when they are necessary. The American Bar Association actively discourages the use of attorneys as advocates in non-disciplinary grievance and arbitration hearings and that is wise advice. As a reference source, however, attorneys can be quite valuable in identifying precedents, explaining state or federal statutes, and assisting in preparing written briefs when such are required.

### **C. SUPPORT WORK**

Within the union grievance team, each steward or grievance representative should be paired up with another steward or grievance representative. This will ordinarily be done by the chairperson of the grievance committee, local president or staff. The purpose of these pairs is to provide the person doing grievance administration work with a resource to check with in completing investigations, developing a theory of the case, and to exchange ideas about strategy and settlement. In turn the steward serves the same role for the other representative.

This approach has two advantages. First, it provides for an immediate review by someone who is relatively close to the situation, thereby eliminating some of the possibilities for incomplete or faulty work at the beginning of the process and also offers the possibility for developing an alternative perspective on a problem and its solution. Second, it alleviates some of the demands on the time of the grievance committee chairperson or full-time staff member, who handles grievances at the more advanced levels of the process.

### **D. GRIEVANCE COMMITTEE MEETINGS**

All of the people involved in grievance administration and contract enforcement work in the union local should meet together periodically. These meetings are probably the most important meetings that a local union will hold other than its membership meetings. They serve several quite useful purposes. First, they provide a place where the status of all current grievances are reviewed and patterns of management conduct can be identified and analyzed.

Second, it is in these meetings that the decision on which grievances should be taken to arbitration can be made with a broad range of information, skill and experience.

Third, these meetings provide a form for additional training and for sharing problems and solutions encountered in doing grievance administration work. Finally, it is in these meetings that the stewards and committee members can develop proposals to be communicated to the negotiations committee on areas of improvement or modification in the contract. An additional benefit of regular meetings of the union grievance team is that it is here that much of the frustration and isolation of contract enforcement work is overcome. Working together, the people involved realize that the stewards make the union strong.

## GRIEVANCE RECORD

<b>Grievance No.</b>  <b>Grievant:</b>  <b>Supervisors:</b>	<b>Grievance:</b>  <b>Article &amp; Clauses Violated:</b>	<b>STEP 1</b> <b>File Date:</b>  <b>Hearing Date:</b>  <b>Reply Date:</b>  <input type="checkbox"/> Resolved <input type="checkbox"/> Denied	<b>STEP 2</b> <b>File Date:</b>  <b>Hearing Date:</b>  <b>Reply Date:</b>  <input type="checkbox"/> Resolved <input type="checkbox"/> Denied	<b>ARBITRATION</b> <b>File Date:</b>  <b>Hearing Date:</b>  <b>Award Date:</b>  <b>Decision &amp; Award</b>
<b>Grievance No.</b>  <b>Grievant:</b>  <b>Supervisors:</b>	<b>Grievance:</b>  <b>Article &amp; Clauses Violated:</b>	<b>STEP 1</b> <b>File Date:</b>  <b>Hearing Date:</b>  <b>Reply Date:</b>  <input type="checkbox"/> Resolved <input type="checkbox"/> Denied	<b>STEP 2</b> <b>File Date:</b>  <b>Hearing Date:</b>  <b>Reply Date:</b>  <input type="checkbox"/> Resolved <input type="checkbox"/> Denied	<b>ARBITRATION</b> <b>File Date:</b>  <b>Hearing Date:</b>  <b>Award Date:</b>  <b>Decision &amp; Award</b>
<b>Grievance No.</b>  <b>Grievant:</b>  <b>Supervisors:</b>	<b>Grievance:</b>  <b>Article &amp; Clauses Violated:</b>	<b>STEP 1</b> <b>File Date:</b>  <b>Hearing Date:</b>  <b>Reply Date:</b>  <input type="checkbox"/> Resolved <input type="checkbox"/> Denied	<b>STEP 2</b> <b>File Date:</b>  <b>Hearing Date:</b>  <b>Reply Date:</b>  <input type="checkbox"/> Resolved <input type="checkbox"/> Denied	<b>ARBITRATION</b> <b>File Date:</b>  <b>Hearing Date:</b>  <b>Award Date:</b>  <b>Decision &amp; Award</b>