



# **CSEA Leaders Making a Difference for the Members They Represent**

## The Chapter Job Steward

Module 506

*Revised June 2000*



# CHAPTER JOB STEWARD

## MODULE 506

### T A B L E O F C O N T E N T S

#### READ ME FIRST

FORWARD .....	iii
INTRODUCTION .....	iv
THE NEED FOR JOB STEWARDS .....	v

#### SECTION 1 – The Job Stewards’ Role

THE JOB STEWARD AND THE WORKPLACE .....	1-1
THE JOB STEWARD AND SITE REPRESENTATIVES .....	1-3
THE JOB STEWARD AND THE PEOPLE .....	1-4
THE JOB STEWARD AND THE UNION .....	1-6
THE JOB STEWARD AND THE EMPLOYER .....	1-8

#### SECTION 2 – Collective Bargaining

THE COLLECTIVE BARGAINING SYSTEM .....	2- 1
THE COLLECTIVE BARGAINING AGREEMENT .....	2- 4
Management Rights .....	2- 4
Past Practice and Implied Rights .....	2- 5
Union Rights .....	2- 5
Individual Employee Rights .....	2- 6
NON-CONTRACTUAL RIGHTS OF WORKERS .....	2- 8
Unfair Labor Practices .....	2- 8
Local Rules and Policies .....	2- 9
Merit System Rules .....	2- 9
Education Code .....	2-10
Health and Safety .....	2-10
Wage and Hour Laws .....	2-10
Motor Vehicle Code .....	2-10
Civil Rights Laws .....	2-11
Unemployment Insurance .....	2-11
Workers’ Compensation .....	2-11

#### SECTION 3 – The Grievance Process

GUIDELINES FOR PROCESSING GRIEVANCES .....	3- 1
DEFINING GRIEVANCES AND PROBLEMS .....	3- 2
The Negotiated Definitions .....	3- 2
Defining Grievances through Practice .....	3- 2

# TABLE OF CONTENTS

*(continued)*

Defining Grievances through Motives . . . . .	3- 3
The Formal Definition of a Grievance . . . . .	3- 5
Types of Grievances . . . . .	3- 6
Purpose of a Grievance . . . . .	3- 7
Basic Elements of a Grievance . . . . .	3- 7
Grounds for a Grievance . . . . .	3- 7
Getting Started . . . . .	3- 8
INVESTIGATION OF GRIEVANCES . . . . .	3-10
Gathering the Facts . . . . .	3-10
The Grievance Interview . . . . .	3-11
ANALYZING GRIEVANCES . . . . .	3-14
PREPARING GRIEVANCES FOR SUBMISSION . . . . .	3-17
PRESENTING GRIEVANCES . . . . .	3-19
The Grievance Meeting . . . . .	3-20
RESOLVING GRIEVANCES . . . . .	3-23
Early Resolution . . . . .	3-23
PREPARING FOR THE NEXT STEP . . . . .	3-27

## **SECTION 4 – Instructions for Forms and Records**

- Initial Unit Member Request (F-3026)
- Initial Interview Data (F-3027)
- Grievance File Activity Record (F-3028)
- Grievance Investigation Guide (F-2005)
- Job Steward Grievance Tracking Log (F-3029)
- Agenda Pre-Planning (F-3030)
- Contract Deficiencies and Problems (F-3032)

# Read Me First

---

FORWARD

INTRODUCTION

THE NEED FOR JOB STEWARDS

\_\_\_\_\_

## **FOREWORD**

This publication is a part of CSEA's comprehensive program of training new job stewards and sharpening the skills of current grievance handlers. Other publications and training modules related to grievance handling and contract administration may be obtained from either your chapter or your local CSEA field office. A listing of these supplemental publications is contained in an appendix to this module.

The information in this module is meant to be discussed and absorbed over several formal training sessions conducted by qualified CSEA officials. Current grievance representatives who have not yet had the benefit of formal training should proceed with caution. Protecting the legal and contractual rights of bargaining unit members is serious business and is not to be undertaken lightly by uninformed, though sincere, representatives operating only on "gut instincts."

Formal training sessions provide the opportunity to explore the various aspects of grievance handling in a manner unmet by simply studying a general text such as this. Training sessions use exercises to focus on selected problem areas and to hone specific skills. Short lectures and presentations, group discussion exercises, small group activity and practice drills are used to introduce and analyze specific topics. To ensure addressing topical areas of concern, additional documents and supplemental training modules are distributed and are, at times, accompanied by relevant audio/visual presentations. These formal training sessions emphasize the application of general concepts to real problems currently being experienced by the participants, and do so in a manner relating these concepts to actual and existing contract language.

**CSEA has also instituted a Job Steward Jacket and Recertification program. Check with your local Field Office concerning this valuable program.**

## **INTRODUCTION**

This module is written for CSEA chapter members who have been selected to represent their fellow employees through the negotiated grievance procedure of their CSEA contract. Throughout the text the term “**job steward**” is used to identify these rank-and-file representatives.

Because of CSEA’s structure, however, the grievance representative is often the chapter president, the grievance committee chairperson or another elected or appointed chapter official. No matter who holds the official designation, application of the concepts, techniques, strategies and tactics described will ensure continuation of the quality representation traditionally afforded members of CSEA bargaining units.

To supplement this basic text, CSEA publishes additional training modules to provide in-depth coverage of specific subjects related to grievance handling, contract administration and problem solving. These supplemental training modules are distributed to job stewards and other chapter leaders at various training sessions, seminars, workshops and meetings throughout the year. Some of these publications are available directly from your CSEA field office or field representative. A few of them may only be obtained by attending a seminar or training session designed to fully explain the subject matter.

This publication is designed to be more than a training manual for new job stewards. It is meant to be a working document, a guidebook to be referred to and worked with on a regular basis. Along with the “Job Steward Action Binder” of which it is a part, it is a tool to be used at every meeting with management officials or bargaining unit members.

The records and forms included in this module (and the extra copies provided in the “Job Steward Action Binder”) can be photocopied locally, or additional copies can be obtained from the State Association.

## ***THE NEED FOR JOB STEWARDS***

CSEA's political structure emphasizes the importance of democratically elected rank-and-file leaders. Generally, the elected chapter officers are charged with a wide range of operational and administrative responsibilities necessary for the efficient and democratic operation of the union at the local level.

The establishment of collective bargaining in CSEA's jurisdictions has led to more formalized negotiations and grievance handling processes. This, in turn, has caused more representational responsibilities to fall upon the chapter officers. As employers grow more sophisticated in the ways of collective bargaining and the complexities of contract enforcement becomes more obvious, it also becomes necessary for CSEA chapters to involve more people in providing representational services to bargaining unit members.

Thus, even the smallest CSEA chapters are urged to select a number of job stewards to handle grievances and problems arising in designated departments or work locations. The members selected to handle this responsibility must be well trained and be able to coordinate their activities with the elected chapter officers and negotiating teams as well as with the assigned CSEA labor relations representative.

If a job steward has responsibility for more than one work location, he/she should also be in frequent contact with the designated site representative at each work site. The site representative is charged with the responsibility of acting as the communications link between chapter leaders and bargaining unit employees assigned to his/her location. Members with work related problems will often contact their site representative who, in turn, will refer the person or problem to the appropriate job steward.

## **DISCUSSION ITEM**

---

Regarding the differing duties of job stewards and site representatives, name some completely separate responsibilities, some that are shared, and some that require coordination between the two offices.

---

# The Job Stewards' Role

---

THE JOB STEWARD AND THE WORKPLACE

THE JOB STEWARD AND SITE REPRESENTATIVES

THE JOB STEWARD AND THE PEOPLE

THE JOB STEWARD AND THE UNION

THE JOB STEWARD AND THE EMPLOYER

\_\_\_\_\_

# THE JOB STEWARD AND THE WORKPLACE

The CSEA job steward is a vital representational link between bargaining unit employees, their union, and site-level management. The job steward's primary job is to enforce the CSEA contract, usually at the early formal and informal levels of the negotiated grievance procedure.

Unlike the situation in some other unions, however, CSEA job stewards are charged with handling more than simple violations of the contract. Members in CSEA's jurisdictions are covered by many non-contractual rules which are as equally binding as the collective bargaining agreement. These include state laws such as the California Education Code and Government Code, federal laws such as the Fair Labor Standards Act and the Civil Rights Act, as well as civil service (merit system) regulations and locally adopted policies and procedures. Employer compliance with these other sources of employee rights must be monitored and enforced by CSEA job stewards.

It gets even more complicated. The terms of the contract and the provisions of law do not operate in a vacuum. To have meaning they must be applied to **actual** people, in **real** situations, at **specific** workplaces. CSEA job stewards must exercise good judgement and common sense in applying the letter of the law to problems arising in their area. Strictly enforcing the cold words of the contract or the law, without considering the short and long term effects on the people involved, may be a disservice to CSEA and its members.

For example, problems at the workplace do not always fit neatly into negotiated or legislated categories. You will often have to use creativity, common sense and human relations skills to fashion resolutions acceptable to the competing forces you interact with.

For example, a contract provision affecting bus drivers may read:

*“Extra trips involving mountain driving shall be assigned to drivers on the basis of seniority and qualifications. . .”*

In this situation, management may decide to assign a “mountain run” to the bus driver they consider the most qualified, even though the chosen driver is second in seniority.

Chapter leaders and/or CSEA staff may lean toward the position that the senior driver, who is “basically qualified,” should be given the mountain run.

The two competing bus drivers may vehemently and vocally hold opposing views (out of self-interest, if nothing else) and the remaining drivers at the workplace may be equally divided on the question.

*If you were the job steward, what would you do?*

The **simple** solution is to pursue the grievance on behalf of the driver denied the extra trip. Let the arbitrator (or higher level union and employer officials) make the decision!

Unfortunately, while the grievance slowly wends its way through the grievance procedure, the question remains unresolved. All parties (the union, management, the employees and, you, the job steward) are unsure of at least this one aspect of their relationship under the contract.

During this period of uncertainty, management may become hesitant to make decisions (good ones, as well as bad). The solidarity of the bus drivers may be split by the conflict, with at least half of the workers being dissatisfied with the union's decision. When an arbitrator finally does issue a decision, one side (and possibly both) is bound to be unhappy with the result.

Wouldn't it have been better to resolve the question at the first step of the grievance procedure? Or, better yet, couldn't a compromise have been worked out informally, without filing a grievance or setting a precedent?

Of course it's true, not all grievances are easily resolved with site level union and management representatives. There are some seemingly minor disputes that, if settled, would set an unwelcome precedent.

While some grievances and problems are meant to be decided through arbitration or legal action, most can be resolved amicably at the early stages of the dispute. This will become the rule only if the job steward has the qualities of common sense, creativity, sincerity and determination, as well as a well-developed understanding of the problems and the people at the workplace.

Beyond the cold words of the contract and the law, each workplace and each situation has a unique set of dynamic circumstances determining how employees and management get the job done and how job stewards function. If you are to be successful as a job steward, you must be able to analyze the workplace and how it operates so your actions lead to solutions that protect workers' rights and strengthen the union.

Because the job steward often has to reconcile differences between competing forces at the workplace, he/she is sometimes referred to as "the person in the middle." As the person also on the front lines of most disputes between workers and management, you are perceived by most employees and supervisors as "the union, itself." This identification can sometimes seem like a heavy burden, but it also gives you the ability to resolve many disputes to the satisfaction of all concerned. The responsibility is great, but the job can be done!

## DISCUSSION ITEM

---

What are some of the solutions to the "mountain run assignment" problem? Is there any solution that may have satisfied everyone? If you settle the problem at the local level, will the settlement be precedent-setting? Should the solution be cleared with anyone else?

---

# THE JOB STEWARD AND SITE REPRESENTATIVES

---

People often confuse the roles of job stewards and site representatives. The terms are not meant to be interchangeable, and the duties of chapter site representative encompass only a **portion** of the duties traditionally assigned to CSEA job stewards.

The title “Job Steward” is reserved for those members who are vested with the responsibility and authority to handle grievances, problems, disputes, controversies and complaints during the early stages of contractual grievance procedures. If so designated, they are expected to be well-versed in the provisions of the collective bargaining agreement, the basic legal rights of employees and the union, the written (and unwritten) practices and policies of the employer, and the techniques and strategies of resolving problems and grievances. In addition, they must have the **inclination, ability and training** to effectively deal with management in adversarial situations.

The title of “Site Representative” is given to those active CSEA members who have been selected to be the grassroots communications link between CSEA and its members at individual work sites. The site representative builds the union by explaining CSEA programs, recruiting members, passing on information, referring employees with problems to the appropriate channels for assistance and, generally, by establishing the union’s presence at the work site. In short, they perform all the traditional organizational duties of job stewards **except they do not directly represent members in grievance matters.**

Because of the regular and close interaction between job stewards and site representatives, and because open communication and building the union is the responsibility of each and every chapter official, all job stewards should be familiar with the duties of site representatives.

## DISCUSSION ITEM

---

What are some benefits of separating the job steward and site representative functions? How do the “job descriptions” of job stewards and site representatives differ?

---

# THE JOB STEWARD AND THE PEOPLE

The job steward must conduct an objective investigation of the facts surrounding every grievance or complaint, and should take a problem-solving approach to grievance handling. Despite these roles of “fact finder” and “problem solver,” the individuals who come to you with a problem want you to be, first of all, **an advocate of the worker**.

Bargaining unit members with grievances, complaints and problems, expect you to be on their side. They expect you to understand their problem and to be sympathetic to their position in any dispute they may have with the employer.

**Many times workers will know only that they have been “treated unfairly.”** They have no idea what’s in the collective bargaining agreement, and they expect the job steward to know what provision of the contract or of the law will support their position. (The life of a job steward would be less complicated if all bargaining unit members read and understood the contract, but this is probably an unattainable goal.)

Even if your first impression is that the employee doesn’t have a legitimate grievance under the contract, listen to the whole story. While listening to the story, gather the facts in your mind, think of possible solutions to the problem being told and listen for key points that may turn a non-grievable complaint into a grievable offense. Don’t limit yourself to the language of the collective bargaining agreement. The problem may state a violation of past practice or a violation of state or federal law. Pursuing a worker’s rights under law may be more effective than stretching contract language to cover a particular situation not anticipated at the bargaining table.

Always remember, your job is to represent the bargaining unit and its members. You should neither argue the merits of a complaint with the member, nor allow the member to convince you his/her side of the story and suggested remedy is the “only truth.” (Generally, there are at least two sides to every story, and **more than one** solution to every problem.) You should lend a sympathetic ear, immediately committing you and the union to nothing more than **investigating** the grievance and **pursuing** it in a manner that is **in the best interests of the members, individually and collectively**.

You owe the workers good representation, nothing more, nothing less. Good representation means vigorously pursuing legitimate grievances and complaints. It also means telling grievants if and why you believe there is no contractual or statutory provision addressing their otherwise valid claim of “unfair treatment.” Remember, even if no formal avenue of appeal is available, you may still be able to talk with the employer about informal solutions to specific non-grievable problems. Keep in mind that solving problems on a non-precedent-setting basis usually benefits the employer as well as the employee.

Even if you can find no way of pursuing a unit member’s claimed grievance, you must **immediately** inform the member of the **right to appeal** your decision within CSEA’s chapter and state structures. Any delay could jeopardize

dize the unit member’s rights to redress if a way to proceed against the employer is later found. (See CSEA Policies 605, *Direct Assistance to Chapters* and 606, *Individual Appeal from Chapter Action* sample forms in this module and forms in the “Job Steward Action Binder.”)

A good job steward pursues grievances based upon their individual merits. Though there should always be room for negotiated compromises, settlements should address the merits of the grievance, and should only be entered into with the consent of the grievant. Though the contractual grievance procedure is an extension of the negotiating process, there should be no “horse trading” of one meritorious grievance for another with either management or bargaining unit members. If a job steward fails to process grievances on their merits, bargaining unit members are sure to lose faith in both the job steward and the union, and the union may be in violation of its legal **duty of fair representation**.

## DISCUSSION ITEM

---

What other laws, rules or regulations affect the rights of employees at your place of work? How are complaints or claims filed to enforce these non-contractual rights?

---

# THE JOB STEWARD AND THE UNION

The job steward is an agent of CSEA, and must have a large degree of loyalty to the union and its elected state and chapter officials. On the other hand, he/she is charged with effectively representing workers, and must have the freedom to engage in self-expression on issues concerning bargaining unit members.

Once the collective bargaining agreement has been negotiated, the processing of grievances is probably the chapter's most important function. The job steward plays a vital role in these day-to-day representational affairs of the union, even though the office may be barely mentioned in the constitution or standing rules of the CSEA chapter. The importance of the office is emphasized by the fact that a job steward initiates almost every grievance eventually dealt with by the chapter's executive committee or the assigned CSEA field representative.

The job steward's relationship to management is often much clearer than his/her formal place within the hierarchy of the chapter. There is seldom a problem in small chapters because the same group of leaders usually carry out the administrative duties of the union and also deal with management on grievance matters. In larger chapters the division of responsibility becomes more complex as it becomes necessary to have non-executive-board members handle the grievances of bargaining unit members.

Whether they are appointed by the chapter executive committee, or elected by members at their worksite, job stewards in large chapters have authority and responsibility stretching far beyond the short description contained in the chapter's constitution. At the worksite level, the job steward **is the union** and his/her actions often determine if a particular grievance will be appealed to the higher steps of the grievance procedure and if it will be won.

In some chapters the work of job stewards is supervised or coordinated by an elected member of the executive committee. This coordination may take place through the establishment of a "grievance committee" or "stewards council" chaired by an executive committee member elected or appointed as "Chief Job Steward." This committee may have the authority to decide action on grievances or may be limited to recommending action to the chapter's executive committee.

In either case, meetings of job stewards are important because they establish a formal link between the job stewards and the elected chapter officers. Additionally, these meetings provide an opportunity for sharing information and conducting training.

The status of current grievances is not the only topic brought before these meetings. Just as important are the discussions about recently negotiated contract clauses, the analysis of past grievances in preparation for upcoming negotiations, the political activities of the union and updates on new or newly interpreted state and federal laws affecting bargaining unit members.

The local chapter meeting is the base of CSEA democracy, and historically it was the place for the members to obtain information about **all** union activities. Increased competition for the members' attention can erode the effectiveness of chapter meetings in maintaining good communications. The meetings of job stewards, along with meetings of site representatives and the publication of newsletters, have gained more importance in this line of chapter communications. In many situations the members will turn to these site level CSEA officials for information concerning union activities.

## DISCUSSION ITEM

---

In your chapter, who has the authority to settle (or refuse to settle) a grievance? Is this the best arrangement? Why?

---

# THE JOB STEWARD AND THE EMPLOYER

One of the most difficult tasks you face as a job steward is adjusting to the different roles you have while serving as “employee” and “union representative” at the same time. As an employee you are generally expected to carry out orders and work assignments without questioning them. As a job steward, however, you meet with management representatives as an **equal** and not only may, but **must**, question any improper management decision.

Being both an employee and union representative is especially difficult if you work for an employer whose personnel policies reflect a belief in the outmoded and insidious “master-servant” relationship. Making the transition from the role of an employee/servant to that of a job steward **holding equal status with management** can cause personal anxiety and affect the way you perform either or both jobs.

Although your job steward work usually occurs at scheduled meetings with management representatives, there are times when you perform CSEA representational duties while working as an employee. In most cases you can easily make a formal transition from employee to job steward by simply telling your employer when you are acting in your official union capacity. In other situations the transition will be more subtle because it will occur in the course of routine conversations with your supervisor, or because there is an unanticipated and/or sudden contract violation by a supervisor.

It may not always be clear to either you or the employer what role you are playing at any particular moment. In fact, there is no clear dividing line between the roles as to time or situation. You are **always** an employee and you are **always** a job steward.

For example, when an employee who is not a union representative is given an improper order by a supervisor, the general rule is to **obey the order now and grieve later**. Either an outright refusal or a delay in carrying out a reasonable order could constitute insubordination, and the employee may be subject to discipline. (Of course, exceptions to the “obey now... grieve later” rule may exist if the particular directive would cause an employee to commit an illegal act, or if carrying out the order would endanger the health and safety of the employee or others.)

If the improper order is given to an employee who is also a job steward, the situation becomes less clear. As a job steward you have a right and responsibility to enforce the contract. An attempt to resolve a disputed order “on the spot” may be protected by the contract and collective bargaining laws. This does not mean a steward/employee is exempt from obeying the reasonable orders of management, but rather, that employers must respect a job steward’s concurrent rights and responsibilities as a union representative.

The two roles of employee and union representative have equal status, and CSEA will do everything in its power to enforce this equality and to protect job stewards who stand up to the employer when its management acts improperly. You can assist in maintaining this equality by acting in a manner which commands respect for your union office and still grants the same respect

to management. A relationship built on mutual respect for divergent opinions and philosophies will serve the members and their union better than either begging for solutions or publicly screaming about every minor violation.

In formal meetings with supervisors and other management representatives, you must insist on equality by remaining calm but forceful in discussing the issues. Though controlled anger may be a necessary tactic at times, you should not make idle threats. They will only cause a loss of credibility.

If the meeting occurs in an office and the supervisor is seated, you should sit down. If no chair is available, request one so as to not be placed in a psychologically inferior position. Similarly, if the supervisor calls you by your first name, you should address the supervisor in the same manner.

It is helpful if you know whether the supervisor you are meeting with has the authority to deal with the grievance or problem. Can the **supervisor** authorize the payment of overtime to an employer who was improperly denied the opportunity to work? Can the **supervisor** replace someone who was improperly promoted? You may still have to go through the formality of this meeting, even though the supervisor has to take every grievance or complaint to a higher authority for an answer. This may seem frustrating and a waste of time, but contracts usually require most grievances be filed at the “immediate supervisor” level. Turn the situation to your advantage. Confine the discussion to asking questions to gain additional information, rather than futilely arguing the case.

## DISCUSSION ITEM

---

What’s the best way to find out if a particular supervisor has the authority to resolve a grievance or complaint without clearing it with higher management?

---



# Collective Bargaining

---

## THE COLLECTIVE BARGAINING SYSTEM

### THE COLLECTIVE BARGAINING AGREEMENT

Management Rights

Past Practice and Implied Rights

Union Rights

Individual Employee Rights

Unfair Labor Practices

### NON-CONTRACTUAL RIGHTS OF WORKERS

Local Rules and Policies

Merit System Rules

Education Code

Health and Safety

Wage and Hour Laws

Motor Vehicle Code

Civil Rights Laws

Unemployment Insurance

Workers' Compensation

\_\_\_\_\_

# THE COLLECTIVE BARGAINING SYSTEM

---

The American system of “collective bargaining” is unique among labor relations systems existing throughout the world. Where free unions exist in other countries, labor relations matters are commonly addressed in the political, legislative and judicial areas, much like any other civil dispute. In other words, the basic rights of workers and management are matters of law, the relationships between unions and employers are based on an assumed cooperation within the confines of the labor laws and, though individual employers and unions may agree to private grievance procedures, disputes can be ultimately decided by public “labor courts.”

Conversely, America’s collective bargaining system is based upon an assumption that the interests of employers and employees are not alike, and the differences and resulting conflicts are natural. Employers view most changes in wages, hours and working conditions favorable to employees as costs which reduce potential profits or increase the costs of services provided. Employees and their unions see these changes as embodying their right to fair treatment and a fair day’s pay for a fair day’s work.

The uniquely American collective bargaining system does not attempt to eliminate this conflict of interests. Instead, it establishes a framework to deal with the inherent conflict in a rational, predictable and peaceful manner. Accepting the conflict as natural, collective bargaining laws establish a **private system** of negotiations designed to lead to a formal contract defining the rights of management, employees and their union. Under the law, the parties (management and union) have a “duty to bargain” with one another in a good faith effort to reach agreement, and once agreement is reached, to reduce it to writing and sign it.

This contract, the collective bargaining agreement between the parties, is meant to be enforced through a grievance procedure administered jointly by the employer and the union. The “duty to bargain” applies not only to the negotiations leading to the signing of the contract, but also to the subsequent settlement of disputes or grievances concerning the meaning of the contract. If the grievance procedure fails to resolve a dispute, and the parties have not agreed to final and binding arbitration of grievances, the provisions of the contract are enforceable in the courts.

Workers not only have a legal right to be represented by a union of their choice and the right to compel employers to bargain in good faith, they also have the right to be free from discrimination or retaliation for participating in union activity. Rights and obligations mandated by collective bargaining laws are administered by a government agency whose decisions are enforceable in court. For example, the Public Employment Relations Board (PERB) administers the Educational Employment Relations Act covering public school employers and employees in California.

In the early days of private-sector collective bargaining, management entered negotiations owning almost all other rights. Employers had to “bargain in good faith,” but bargaining does not create any requirement to make

or accept any specific proposal or to reach agreement at all. The unions had to negotiate up from zero and, over a period of many years and successive contracts, bargain the rights now enjoyed by all members of the bargaining units they represent.

Over the years, however, certain rights for all workers (unionized or not) have been passed into state and federal law. Minimum wages and hours, health and safety standards, and legislated civil rights now provide an above-zero base for negotiating improvements related to wages, hours and working conditions. For example, the Fair Labor Standards Act requires overtime to be paid for all work in excess of forty hours in a workweek, but most unions have been able to negotiate the additional benefit of overtime payment for work exceeding forty hours in a workweek **or eight hours in a day**.

Employees in the public sector (state, county, municipal and school employees, for example) did not enjoy the benefits of collective bargaining until long after representational rights were granted to private sector employees. As a result of their incapability to negotiate wages, hours and working conditions with public employers, these workers formed unions to lobby legislatures to include many of the same benefits in state and local laws. For example, before the advent of collective bargaining in 1976, CSEA was successful in convincing the state legislature to pass Education Code provisions granting school employees liberal benefits similar to those commonly negotiated into collective bargaining agreements.

These legislated rights provided a substantial amount of protection for school employees in the areas of paid leaves of absence, vacation, hours of work, overtime and layoff. When passage of the Educational Employment Relations Act (EERA) finally granted collective bargaining rights, school employees represented by CSEA gained the ability to negotiate additions to an existing strong statutory base of rights and benefits.

Unlike labor contract violations, legislated rights are directly enforceable in the courts. While ostensibly beneficial to have employee benefits protected by the force of law, the provisions of law can change without the consent of either party. Additionally, the legal system is slow and expensive and civil judges are often unfamiliar with employment relations problems.

Until collective bargaining and the resultant ability to negotiate an internal grievance procedure with the employer, some violations of the Education Code were left unresolved. Though CSEA did a good job of protecting employees in the days before collective bargaining, even the most militant and financially sound union cannot afford to take every case, major or minor, to court. Another advantage of a collectively bargained agreement is the ability of the parties to negotiate local work rules addressing problems not necessarily of statewide concern nor addressed in the law.

Though the labor relations systems in the public and private sectors evolved differently, both systems now operate under essentially similar conditions. Many specific rights of employees are embodied in a locally negotiated collective bargaining agreement, while there is a supplemental and parallel body of law addressing many of the same rights. The provisions of the collective bargaining agreement cannot waive or violate any individual rights

employees have under law, but can provide for identical rights or improve upon them. Once included in the contract, the legal rights of employees become enforceable through the contractual grievance procedure.

Even though the legal duty of fair representation does not require unions to represent employees in matters related strictly to benefits granted by law, CSEA charges itself with providing such representation for its members. So, CSEA representatives must be prepared to take up the cause of workers whether simply enforcing the negotiated contract or challenging employers if they violate local, state or federal laws applying to the work relationship.

## DISCUSSION ITEM

---

If an employer's specific improper action simultaneously violates the CSEA contract, the Educational Employment Relations Act (EERA), and the Fair Labor Standards Act (FLSA), how should the complaint be filed and by whom?

---

# THE COLLECTIVE BARGAINING AGREEMENT

By providing for the **equality of both parties** at the negotiating table, the American system of collective bargaining attempts to channel labor-management conflict into a system of peaceful resolution. The negotiation process is meant to lead to a written contract, the collective bargaining agreement, representing the practical and operational details of an inherently adversarial relationship.

Although the intent may be to resolve the differences between labor and management for at least the contract's term, disputes will inevitably arise over the interpretation and application of its provisions. Virtually all labor contracts, therefore, contain a procedure for the adjustment or adjudication of grievances. The peaceful resolution of grievances gives meaning to the cold words of the contract and defines the continuing relationship of the parties. The joint union-employer administration of the contract's grievance procedure establishes a system of workplace self-government where the people directly involved in disputes can resolve them without the interference of the state or federal government.

Although negotiating, by nature, is an adversarial process involving proposals, counterproposals, trade-offs and compromises, nothing prevents labor and management from cooperating with one another consistent with their interests. Nothing stops labor and management from easily agreeing on most factors that shape their day-to-day relations with one another. The two parties may in fact have sufficient mutual interests to allow agreement and cooperation in a wide variety of areas. Nevertheless, it must not be forgotten that the decision to cooperate and agree springs from a competitive relationship.

Once the contract is negotiated, the responsibility of management is to implement it; the responsibility of the union is to police or enforce it. This arrangement flows directly from the nature of labor relations. Management generally is the acting party who hires, directs, disciplines and promotes employees. The union, whose negotiators have won rights which may have previously been within the sole determination of management, monitors the employer's actions and challenges any violations of the terms of the collective bargaining agreement.

If management naturally assumes the role of implementing the agreement because it is typically the acting (moving) party, the union naturally assumes the role of policing management's implementation in order to enforce the rights it has secured.

## MANAGEMENT RIGHTS

Absent union representation and the existence of a collective bargaining agreement, management has a large number of rights that exist merely because they are the employer. If a non-unionized employer hires workers for any purpose, it has the right to hire, direct the work force and determine what work

will be done, in what manner, and by whom. The only limitation is that their actions must conform to applicable law. Employers are traditionally considered to possess a virtually unlimited reservoir of so-called reserved rights.

Once a union enters the picture, however, the “reserved rights” of employers are drastically limited. This is true even if a collective bargaining agreement has not yet been negotiated, or even if the negotiated agreement is silent on some of the “reserved rights” of the employer.

Management does have certain rights that cannot be limited or modified through negotiations. These rights are not within the scope of bargaining, and the union cannot legally compel the employer to negotiate regarding these subjects. For example, the employer has a fundamental right to determine who it will promote or retain in management positions, and the union cannot use the collective bargaining system to challenge the exercise of this right.

## **PAST PRACTICE AND IMPLIED RIGHTS**

Despite the existence of certain inherent management rights, favorable practices and conditions in effect prior to unionization (or prior to the successful negotiation of a contract) remain in effect unless they were the subject of negotiations. If these past practices were to be changed, the union should have been advised during negotiations in order to take the conditions into account while bargaining. Favorable “past practices,” then, are contractually protected rights even though they may not be explicitly covered in the language of the contract.

There are also a number of employee and union rights implied by the terms of any collective bargaining agreement. These “implied rights” place additional limits on the rights of management. For example, if the employer negotiates a union contract covering certain specific positions, it implies the existence of “bargaining unit work.” By **implication**, then, the contract does not allow the employer to unilaterally eliminate any of these positions and assign the duties to another group of employees not in the unit or to an outside contractor. Depending on the circumstances, other contract language and the history of negotiations, management **may** still have the right, generally, to create jobs or contract out work; but management’s rights are not absolute when a labor agreement is in place.

Whether management does or does not have certain rights in specific situations, should be resolved by the grievance-arbitration procedure contained in the collective bargaining agreement. In the absence of binding arbitration as the final step in the contractual grievance procedure, the question would have to be submitted for final determination to the Public Employment Relations Board (PERB) through its “Unfair Practice” procedures.

## **UNION RIGHTS**

While management enters negotiations with its inherent right to manage by virtue of being the employer, the union enters with little more than the right to bargain for additional rights for employees. The primary reason for

the union's existence is to improve the rights and benefits flowing from the employer to the employees because of the employment relationship.

In addition to the rights and benefits thus gained directly for individual bargaining unit employees, the union also attempts to increase the influence of the workers collectively; that is, to increase and solidify the influence of the union. For example, unions commonly negotiate the details regarding use of the employer's facilities and equipment for official union business, released time for job stewards and other representatives, and use of the employer's bulletin boards and mail system to promulgate information. The union can also enhance its security as the exclusive bargaining representative by negotiating an agency shop provision or other form of organizational security.

The union does have certain essential representational rights which do not have to be negotiated. For example, it has the legal right to function as the exclusive representative of bargaining unit employees. Thus, CSEA can insist that the employer deal with it **alone** in all collective bargaining matters, and not bargain with individuals, independent groups or other unions.

Once a contract is negotiated, the union also has the legal right to file grievances to protect the integrity of the bargaining unit, **even if there is no contract language expressly granting this right**. Similarly, as the enforcer of the contract, the union has the right to file grievances on its own behalf (or on behalf of bargaining unit employees), and to agree to grievance settlements regardless of the views of individual employees. During negotiations the employer cannot insist on any modification of the rights flowing from the union's status as the exclusive representative of bargaining unit employees. For example, the employer **cannot** insist the union give up its right to file grievances under the contract.

Just as the union may not interfere with the employer's fundamental right to manage the organization, the employer may not interfere with the union's fundamental right to conduct its representational functions in the manner it deems appropriate. Disputes regarding these rights may be subject to unfair practice charges before the Public Employment Relations Board or to grievances, or to both.

## **INDIVIDUAL EMPLOYEE RIGHTS**

The most important right employees have is the right to form and join unions without fear of interference, discrimination or retaliation by the employer. This right is protected by law and enforced by the Public Employment Relations Board.

Once the majority of employees have elected a union as their exclusive representative and union representatives have negotiated a contract with the employer, additional rights and benefits for employees are set forth in the contract. Along with past practices and the implied rights described above, these are the rights and benefits enforceable through the contractual grievance procedure administered jointly by the union and the employer.

When employees select a union as their exclusive representative they also gain the right to be fairly represented by the union. This "duty of fair

representation” has been established to ensure that unions fulfill their responsibilities as the **sole guarantor** of employees’ rights under collective bargaining agreements. The courts have ruled that a union must handle the grievances of bargaining unit employees in a manner that is **not arbitrary, discriminatory, or in bad faith**. For example, if the union’s leadership fails to pursue a worker’s grievance because he/she is active in an opposing political faction or because of his/her race, the union is guilty of violating the duty of fair representation. Individual bargaining unit members, whether or not they are actually members of the union, thus have a powerful tool to protect them against a union’s abuse of its status as the exclusive representative.

CSEA believes strongly in its duty of fair representation, and has established and advertised an internal appeals procedure to make sure its individual representatives handle grievances in a manner consistent with this duty. Job stewards and other CSEA officials are charged with the responsibility of conducting a complete investigation of all complaints and grievances before making a determination of whether or not a grievance should be pursued. All such determinations must be made based on the facts of the situation, and not on any improper or discriminatory basis.

Individual employees may also present grievances and complaints directly to the employer without intervention by the union, **but only if the employer is willing to process such complaints**. Though individual employees receive rights and benefits through the collective bargaining agreement, it is not a contract between the employer and individual employees. Rather, it is a contract between the employer and the employees **collectively** (that is, between the employer and the union). Prior to settlement of a grievance filed by an individual, the union must be notified of the proposed resolution. If the settlement itself would be in violation of the terms of the contract and/or unfair to the other bargaining unit employees, the union has the right to challenge the proposed resolution either informally or through the grievance procedure.

## DISCUSSION ITEM

---

Why would the union choose to file a grievance regarding an improper action taken against an employees unwillingness to file a grievance in his/her own behalf? Are there any practical problems in doing so?

---

# NON-CONTRACTUAL RIGHTS OF WORKERS

The bulk of employees' rights and benefits are probably covered by the CSEA contract and are enforced through its grievance/arbitration procedure. Some rights may be addressed by both the contract and another law. (For example, discriminating against an employee because of union activity may be both a contract violation and an "unfair practice" under the collective bargaining law.) Still other rights exist independent of the collective bargaining agreement. (These may include a worker's right to unemployment insurance benefits during layoff and the right to return to his/her job upon the completion of required military service.)

CSEA was founded long before the establishment of collective bargaining and the resultant imposition of the legal "duty of fair representation." Before collective bargaining, non-contractual forums were all CSEA had available to protect the rights and benefits of its members. Current CSEA practices continue the tradition of using **all available** means to gain fair and legal treatment for the members of the union and its units.

If a specific circumstance or dispute is not expressly or implicitly covered by the contract, and especially if those affected hold CSEA membership, the union and its representatives will consider the possibility of pursuing other administrative and judicial avenues of appeal to attain a remedy. If improper disciplinary charges are filed against a member under Merit System rules, and even though the disciplinary procedure is not contained in the CSEA contract, the union will represent the worker in the appeal to the Personnel Commission. If a member is properly laid off but is improperly denied unemployment benefits, CSEA will handle the worker's appeal to the California Unemployment Insurance Appeals Board.

Job stewards and other chapter representatives must be well versed in the technicalities of some of these alternatives, while in others they need only know that a particular dispute is a possible violation. CSEA retains specialized staff and referral agents for direct representation in many of these matters. Although job stewards will not always directly represent members in non-contractual disputes, they must still be familiar with these alternatives. They will probably be the first persons contacted by the affected members and may be responsible for the initial investigation of complaints.

## UNFAIR LABOR PRACTICES

As described earlier, the collective bargaining law protects workers against discrimination because of union activity and requires employers to bargain in good faith with the union.

The duty to "bargain in good faith" includes the requirement that the employer refrain from changing any past practice falling **within the scope of representation** without first successfully negotiating the change with the union. An improper "unilateral change" in wages, hours or working condi-

tions may be missed by an uninformed worker or job steward. They may be unaware of the change because it does not have an immediate effect on their workplace, or may mistakenly believe the action is proper because the subject is not specifically mentioned in the contract.

A **violation** of the collective bargaining **law** is called an “unfair labor practice.” In cases involving school employees represented by CSEA, the union files unfair practice charges with the California Public Employment Relations Board (PERB) alleging violation of the Educational Employment Relations Act (EERA). If an improper employer action appears to be both a contract violation and an unfair labor practice, and especially if the contract does not provide for binding arbitration of grievances, it may be wise to file both a grievance and an unfair practice charge.

## **LOCAL RULES AND POLICIES**

Sometimes a subject may be left out of the CSEA contract, but still be covered by local work rules or policies established prior to collective bargaining. If the rule falls within the scope of negotiations, it may still be grievable under the contractual grievance procedure because it is a favorable past practice. Some rules, however, may be non-grievable because they are either beyond the scope of negotiations or the rule itself establishes a resolution procedure independent of the contractual grievance procedure.

A local policy may, for example, establish a system for the promotion or transfer of employees to positions outside the bargaining unit represented by CSEA. A violation of the details of this policy may be exempt from the contractual grievance/arbitration procedure in the CSEA contract, but may possibly be the subject of a complaint made directly to the governing board.

There are also some contracts which do not specifically address the subject of employee discipline. Instead (though not a recommended practice) the disciplinary procedure is set forth in a separate employer “policy.” Any **unilateral change** in the procedure may still be a violation of the contract or the collective bargaining law. Without such an improper change, however, a disciplined employee and CSEA may have to use the established procedure to challenge the proposed discipline.

## **MERIT SYSTEM RULES**

The personnel practices of some employers are administered by a quasi-independent personnel commission under a merit (or civil service) system established in accordance with applicable law. The Merit System rules of a school district apply to bargaining unit members, unless the subject is within the scope of bargaining **and** is addressed in the collective bargaining agreement. In addition, the personnel commission must advise the union of any change in the rules affecting bargaining unit members.

Where a Merit System exists, job stewards and other chapter representatives must be familiar with the rules and their interpretation, and must be pre-

pared to represent members through the separate appeals procedure established by the rules.

## **EDUCATION CODE**

As explained earlier in this module, most labor protective provisions of the California Education Code existed prior to collective bargaining. Many of the provisions have been directly transferred to the CSEA contract or enhanced by improvements gained at the bargaining table. Some Education Code sections, however, exist independent of the collective bargaining agreement either because they are beyond the scope of negotiations or because the parties have failed to negotiate specific language covering the particular subject.

CSEA representatives must be familiar with these statutory rights and benefits so they can effectively represent bargaining unit members. Special care should be taken to avoid negotiating settlements which may violate the statutory minimum protection afforded to employees by the code. Violations of the Education Code are ultimately enforced in the courts and representation at the local level must be coordinated with the appropriate CSEA staff members to ensure compliance with applicable procedures and time limits.

## **HEALTH AND SAFETY**

Issues related to occupational health and safety should be covered in the collective bargaining agreement. Minimum standards are contained in the Occupational Safety and Health Act (OSHA) of either the state or federal government. California public employees are covered by state law (CAL-OSHA) administered by a branch of the California Department of Industrial Relations.

In addition to policing the health and safety requirements of the CSEA contract, job stewards have certain rights and obligations regarding the enforcement of the law.

## **WAGE AND HOUR LAWS**

In addition to the coverage of wage and hour issues by the collective bargaining agreement, and possibly, the Education Code and Merit System rules, workers also enjoy the benefits of the federal government's Fair Labor Standards Act (FLSA). This law, administered by the U.S. Department of Labor, establishes a minimum wage and sets certain standards regarding hours of work, overtime, compensatory time off (CTO) arrangements, and the use of unpaid volunteers in public employment.

Similar to other laws, the FLSA mandates **minimum standards** which can be improved upon by state and local laws and the provisions of locally negotiated collective bargaining agreements. Complaints by workers, unions or concerned citizens can trigger the Department of Labor's FLSA enforcement mechanism.

## **MOTOR VEHICLE CODE**

The certification and work of school bus drivers, a major segment of CSEA's membership, is controlled by the provisions of the California Motor Vehicle Code and the administrative rules of the Department of Motor Vehicles (DMV). CSEA will, if necessary, represent members at administrative hearings conducted by DMV Hearing Officers. CSEA job stewards and chapter officers should refer DMV-related bus driver problems to CSEA staff, and be prepared to assist in any investigation of the facts surrounding the dispute.

## **CIVIL RIGHTS LAWS**

Various state and federal laws protect the right of employees to be free from discrimination based on race, age, sex or physical handicap. In addition to the possibility of filing a grievance, (if the contract contains a nondiscrimination clause) job stewards and other CSEA representatives must be aware of the various local, state and federal agencies administering civil rights laws. These include the federal government's Equal Employment Opportunities Commission (EEOC) and the Fair Employment and Housing Commission (FEHC) at the state level. They must also be familiar with non-traditional avenues of appeal such as through the Office of Federal Contract Compliance, programs administered by the California Department of Education, and local affirmative action plans.

Job stewards must investigate claims of discrimination immediately so evidence is gathered while it is still fresh. The thoroughness of this initial investigation will be especially important if it becomes necessary for CSEA to pursue the matter in the courts.

## **UNEMPLOYMENT INSURANCE**

Even if an employee is properly laid off, he/she may be improperly denied unemployment insurance by the California Employment Development Department (EDD). The cause of denial may be an improper form of notification or a misjudgment of the case by an EDD agent. Denials of unemployment can be appealed to the Unemployment Insurance Appeals Board (UIAB) and CSEA staff representatives will represent members throughout the appeals process.

Many claims are denied because the layoff occurs during a normal recess period, when continuing employees are not normally entitled to benefits. Job stewards must be aware of the key elements of an improper denial so they can investigate the details and make an informed referral to CSEA staff representatives.

## **WORKERS' COMPENSATION**

Job related illness or injury to a worker is compensated through a "no fault" insurance system administered by the State of California. Workers may be eligible to full or partial disability payments on a temporary or permanent basis.

Workers' compensation is a highly specialized field of law, and CSEA usually refers these cases to outside, independent attorneys whose fees are based on a predetermined percentage of the employee's award. The union, therefore, does not directly represent members in cases brought before the Workers' Compensation Appeals Board (WCAB).

Referring workers' compensation cases to attorneys not directly affiliated with CSEA does not lessen the union's concern with problems related to illness or injury on the job. The union negotiates and enforces industrial accident and illness leave provisions in the collective bargaining agreement, and polices similar provisions of the California Education Code. To enhance the probable success of a workers' compensation claim, job stewards and other CSEA representatives should also perform the initial investigation of all job related illness and accident cases.

# The Grievance Process

---

## GUIDELINES FOR PROCESSING GRIEVANCES

### DEFINING GRIEVANCES AND PROBLEMS

The Negotiated Definition

Defining Grievances Through Practice

Defining Grievances Through Motives

The Formal Definition of a Grievance

Types of Grievances

Purpose of a Grievance

Basic Elements of a Grievance

Grounds for a Grievance

Getting Started

### INVESTIGATION OF GRIEVANCES

Gathering the Facts

The Grievance Interview

### ANALYZING GRIEVANCES

Gathering the Facts

The Grievance Interview

### PREPARING GRIEVANCES FOR SUBMISSION

### PRESENTING GRIEVANCES

The Grievance Meeting

### RESOLVING GRIEVANCES

Early Resolution

### PREPARING FOR THE NEXT STEP



# GUIDELINES FOR PROCESSING GRIEVANCES

---

Grievances will occasionally be resolved because of the politics of the workplace or the personalities involved. A particular supervisor may settle a potential grievance because he/she “just wants to be fair,” or does not want to look bad to higher management. Or the supervisor who has been favoring a certain employee may, upon being challenged, feel compelled to extend the “favored treatment” to other employees.

Workers with potential grievances or other work related problems are also affected by politics and personalities. It is not unusual for a bargaining unit member to present a grievance to the job steward with the instructions, “...but don’t tell them my name because I don’t want the supervisor to think I’m a troublemaker.” Others will come up with a wide variety of frivolous complaints and problems for the job steward to resolve, or will have work related problems not resolvable through the contractual grievance procedure.

As discussed earlier in this module, many of these “non-grievances” can be addressed either informally or through avenues of appeal outside the contractual grievance procedure.

But decisions regarding **most** grievances will be based on the facts of the case, and how the facts relate to the specific and pertinent language of the collective bargaining agreement. The primary role of the job steward is to enforce the collective bargaining agreement through its grievance procedure. The job steward will be effective in this role only if he/she is able to approach the grievance process in an organized manner designed to tie the facts of the particular situation to the provisions of the CSEA contract.

The remainder of this training module provides a step-by-step method of ensuring grievances will be handled properly at the early levels of the contractual grievance procedure, and in a manner enhancing the possibilities of favorable resolution at higher levels.

## DISCUSSION ITEM

---

What are some ways to handle the situation where the worker presenting the grievance or problem does not want to have his/her name used or does not want to get directly involved in filing the grievance?

---

# DEFINING GRIEVANCES AND PROBLEMS

## THE NEGOTIATED DEFINITION

In general, a grievance is stated as any action by the employer which is a violation, misinterpretation or misapplication of the terms of the collective bargaining agreement. The filing of a grievance can also usually be used to enforce favorable past practices and to challenge unfair or discriminatory treatment. "Discriminatory" means not only disparate treatment based upon improper reasons such as race, age, sex or union activity, but also if the terms of the contract are being applied differently to different employees without good reason, or for no reason at all.

Sometimes, and if the grievance procedure ends with binding arbitration, the grievance procedure can be used to challenge unfair practice violations of the collective bargaining law. Some collective bargaining agreements also allow using the grievance procedure to challenge violations of state and federal law, whether or not identical or parallel language is contained in the contract.

The key to determining if a particular situation is grievable under your contract will be found in the definition negotiated by the union and the employer. Despite the importance of the grievance procedure in resolving disputes, there is no standard definition of a grievance and no general agreement on its description in a contract. The definition of a grievance is fundamental to the collective bargaining relationship between the union and the employer and is, simply, whatever the parties say it is.

## DEFINING GRIEVANCES THROUGH PRACTICE

The negotiated definition of a grievance may be vague, or the contract may contain no formal definition at all. In attempting to decide the definition of a grievance, the parties at the bargaining table take many factors into consideration:

- Does a grievance exist at the time it is verbally presented to management?
- Must a grievance be written or filed before it becomes a grievance?
- Should a grievance be restricted to explicit contract language?
- Should individual employees have a right to file grievances?
- Should only formal complaints be considered grievances?
- How about violations of government regulations?
- Are violations of statutes included as grievable?
- Are local work rules grievable?

Union negotiators will attempt to negotiate a broad definition of what can be challenged through the grievance procedure. When the union gives up its right to strike and its right to demand to negotiate on subjects covered by the contract, it must replace these rights with an effective alternative for settling disputes bound to arise during the contract's term. A broadly stated grievance definition in a grievance procedure ending with binding arbitration is viewed as a legitimate trade off.

Many employers will try to limit the definition of a grievance to “the expressed terms of the contract.” Sometimes this is a knee jerk reaction to the union’s attempt to negotiate a broad definition. Other employers view the collective bargaining agreement itself as an **unwanted** limitation on management rights, and the grievance procedure as an **unacceptable** expansion of the union’s influence at the workplace. Extremely conservative employers will even attempt to negotiate restrictions on who may file grievances and the union’s right to file grievances on behalf of itself or the workers it represents.

More enlightened employers will realize that a broad definition of a grievance will **lend stability** to the relationship with its employees and their union. Management gains an **orderly system** that regularly and rapidly identifies employee problems and presents them for consideration and resolution at the earliest opportunity. Unknown or unresolved problems, left to fester, not only affect the morale of employees, but may also have a negative effect on production or the quality of service.

An employer who negotiates a liberal grievance definition and procedure also benefits from the union’s ability to screen out non-meritorious grievances. The union as co-administrator of the grievance procedure reviews complaints and decides which are strong, which are questionable and which are without merit. A broadly defined grievance procedure, along with specific contract language, discourages the filing of grievances based on internal union politics and encourages the union to avoid stretching contract provisions to apply to borderline situations.

Even if the definition of a grievance in your contract is restrictive, the language of the contract itself may broaden the definition. Although clear contract language facilitates the process of resolving grievances, the dynamics of negotiations often result in ambiguous contractual provisions. If the parties cannot decide on the exact meaning of a provision, even though they may have agreement in principle, they may purposely negotiate vague language. Future practice will therefore determine how the provision will be applied. Vague contract language may only gain real meaning after the passage of time and after the union has filed one or more grievances on the subject.

## **DEFINING GRIEVANCES THROUGH MOTIVES**

Grievances are usually viewed as simple disputes over contract interpretation. This oversimplification ignores the fact the contract governs the actions of **real people in real situations**.

The written definition of a grievance addresses only those situations where there are clear violations of the collective bargaining agreement, or at least clear cut differences in opinion regarding its terms. No definition of a grievance would be complete without considering the underlying causes of grievances. The motives the union and the employees have for filing grievances and the motives of the employer in responding to them helps shape the meaning of grievances.

Grievances may arise because of interpersonal relations and the internal politics of the workplace and the union. For example, personal conflicts between supervisors and employees might lead to a grievance alleging unfair

treatment or to a contention that proposed discipline is not for just cause.

Competition between supervisors or a lack of coordination between different elements of management may lead to discriminatory treatment of employees or inconsistent application of local rules or procedures.

On the union's side, differences between representatives can lead to a situation where individuals compete with each other over how and how many grievances are handled. Private interpersonal disputes among employees at worksites can also be reflected in grievances charging discriminatory treatment by management.

An overly conservative or heavy-handed management style may lead to grievances. In response, union representatives may deliberately pursue numerous technical grievances challenging management's narrow implementation of contract provisions.

The employer may not train its managers and supervisors in the terms of the agreement and may fail to explain the employer's overall view of labor relations (or they may explain it all too well!). Conflicts between a supervisor's personal attitudes and the attitudes of the employer may lead to grievances based on discriminatory or inconsistent treatment of employees.

The union may also be the cause of grievances. Its response to problems or complaints may be over zealous because of a concentration on enforcing the technical words of the contract. An overly technical or legalistic approach to policing the contract works against the resolution of problems and ignores the reality that grievances relate to **people** more than they relate to **actions**. The union may also be guilty of not appointing enough members to act as grievance representatives, or worse yet, not giving them sufficient training or authority to get the job done.

The matter of **authority to settle grievances** is an important issue for the employer as well as the union, and most clearly defines what grievances are under a particular collective bargaining agreement. Officials on both sides often fear that giving the first-level participants the authority to informally resolve grievances will lead to unfavorable precedents and past practices. This fear is valid only if supervisors and stewards have not been trained in handling grievances.

Where supervisors are advised to "kick all grievances upstairs" and job stewards are instructed to refer all matters to the chapter executive board, the potentially most important level of the grievance procedure is destroyed. If the informal first step in the grievance procedure is meaningless, then the definition of a grievance is effectively changed to include only those formal and technical complaints filed and responded to in writing by the union and the employer.

In many respects the definition of a grievance also defines the relationship of the parties. If every grievance, complaint or dispute has to be placed in writing, the relationship between the union and the employer suffers. Written records tend to harden positions, work against the settlement of disputes, and create a competitive atmosphere of **winning grievances**, rather than **solving problems**.

## THE FORMAL DEFINITION OF A GRIEVANCE

Despite the belief of many bargaining unit members to the contrary, **all conceivable injustices are not grievable**. A grievance must usually state more than a vague connection to wages, hours or working conditions.

For example, a collective bargaining agreement may contain a provision granting employees the right, to “time off with pay for one scheduled medical examination each year.” An employee arranges for the time off and goes to his doctor’s office, but is told the appointment is cancelled because the doctor had a hospital emergency to attend to. The next day the employee tells the job steward the employer had turned down his request for additional paid time off for a rescheduled appointment. This complaint is probably not a grievance because the employer fulfilled its part of the bargain and is not responsible for the actions of the doctor. The matter, if pursued, would probably have to be resolved outside the grievance procedure.

Some grievances may be completely without merit both within and outside the contractual grievance procedure. An example of this would occur where the contract grants holiday pay only if an employee works the day before or the day after the holiday. The holiday falls on Thursday and an employee fails to show up on Wednesday and Friday. The employee is denied holiday pay and tells the job steward she wants eight hours of overtime she worked earlier in the same week to be substituted for one of the days she was absent. Neither the contract, the law nor any sense of fairness would justify even suggesting this proposal to management. If the matter was pursued, the job steward would probably lose the respect of both the employer and other bargaining unit members. Doing so may also encourage other bargaining unit members to file non-meritorious grievances in hopes of benefiting from any horse-trading with other grievances.

The collective bargaining agreement and its grievance procedure do not take away all rights of the employer to manage its business. Some management decisions are simply beyond the scope of bargaining. An example of this would be the employer’s right to hire, promote, or retain whomever it may choose to occupy a management position.

In other cases management has the right to make the decision, but the effect the decision has on wages, hours and working conditions may be grievable. For example, the employer has the right to layoff employees for lack of work or lack of funds. The **effects** of this decision to layoff, however, are negotiable subjects and may be grievable under the collective bargaining agreement.

Whether the effects of a management decision are negotiable depends on the particular subject, the provisions of the collective bargaining agreement and the history of negotiations. If the effects of a particular management decision are not included in the contract, whether or not they are grievable depends

to a large degree on the contractual definition of a grievance.

Your collective bargaining agreement probably contains a grievance definition similar to one of the following:

**EXAMPLE 1:** A grievance is a formal allegation that the express terms of this Agreement have been violated.

**EXAMPLE 2:** A grievance is an allegation or complaint that there has been a violation, misinterpretation, or improper application of the terms and conditions of the Agreement or any complaint alleging improper, arbitrary or discriminatory enforcement or application of rules, regulations, practices or procedures relating to wages, hours, and terms and conditions of employment.

**EXAMPLE 3:** Any difference or dispute arising between the union or any employee and the employer as to the meaning or application of this Agreement as to wages, hours, and terms and conditions of employment, shall be subject to the grievance procedure.

If there is a specific retention of a right in the contract's management rights clause and there is no other contract provision covering the subject, a particular action may not be grievable at all under the language of example 1.

Under example 2, a reserved management decision may not be subject to the grievance procedure, but issues concerning its application or effects probably would be grievable.

With the general language of example 3, which is not a formal definition at all, both the decision and the effects may be grievable if they are otherwise within the scope of bargaining under the law.

Whether a particular action is grievable requires the job steward to examine the entire contract, not just the grievance procedure. Extreme care should be exercised in interpreting the management rights clause. Unless a reserved management right **specifically** addresses the dispute you are investigating, the particular situation may still be subject to the grievance procedure. In addition, it is common in negotiations to agree to an exhaustive listing of management rights at the beginning of the contract, only to then limit these specific rights by the language of the sections that follow.

## **TYPES OF GRIEVANCES**

Under a typical CSEA contract the union and its job stewards may be involved in three types of grievances: an individual grievance, a group grievance, and a policy grievance.

**INDIVIDUAL GRIEVANCE.** An individual grievance involves violation of the contractual rights of one person. It is usually signed and filed by the individual with the assistance of the job steward who represents the person in meetings with employer representatives. It may also be filed directly by the union on behalf of the individual affected.

**GROUP GRIEVANCE.** A group grievance involves two or more people at the same workplace or department who have the same complaint. Typically, such a grievance involves job classifications, changes in local work rules, or coverage under various fringe benefit programs. Many contracts specifically state that group grievances are filed by the union at the first step

of the grievance procedure.

**POLICY GRIEVANCE.** A policy grievance is filed by the union on behalf of all bargaining unit employees and usually involves employer-wide policy, practice or contract interpretation which adversely affects all unit employees represented by the union. Though processing a policy grievance does not normally involve the job steward, because the grievance is filed at a higher step in the procedure, one or more job stewards may initially discover and investigate the violation.

## **PURPOSE OF A GRIEVANCE**

The purpose of a grievance is two-fold:

1. To enforce the contract in specific situations where the rights of an employee or employees have been violated.
2. To guard against the possibility that the specific terms of the contract will be eroded by the establishment of unfavorable past practices.

Whenever a violation occurs, a grievance should be filed. If management violates the contract and the union fails to grieve or otherwise challenge the employer's action, the rights of the employees and the union may be lessened if similar violations occur in the future. Failure to "call" management on its contract violations will eventually render the terms of the contract meaningless.

## **BASIC ELEMENTS OF A GRIEVANCE**

There are two essential parts of a grievance:

1. A claim management has violated, misinterpreted, or misapplied a specific provision of the contract.
2. A demand for an appropriate remedy to correct the condition created by management's improper action.

Every grievance filed must specify both the **violation** and the **remedy** desired. Claiming a violation without demanding a specific and appropriate remedy would not accomplish anything. An "appropriate" remedy is one which resolves the problem which gave rise to the grievance. If an employee is improperly denied overtime, the appropriate remedy might be to pay him/her for the overtime missed, not to fire the supervisor responsible for the violation.

## **GROUNDS FOR A GRIEVANCE**

Though the contract is administered jointly by the union and the employer, traditionally the employer acts and the union reacts. Any of the following management actions are grounds for a grievance:

1. Taking action prohibited by the contract.
2. Failing to take action required by the contract.
3. Interpreting a contract provision differently than the union's understanding of it.
4. Applying a contract provision arbitrarily, unreasonably, unfairly, inconsistently, or in a manner which illegally discriminates against

bargaining unit employees.

There are limits to what constitutes a grievance. Though grievances may define vague and ambiguous contract language and refine the application of practices not specifically detailed in the contract, they are not intended to win points not won at the bargaining table, nor to reduce the legitimate authority of supervisors and managers.

Grievances are also not effective in preventing an imaginary or potential act. This means a grievance cannot be filed on the basis of a rumor that the employer is going to violate the contract. Until the employer actually does it, there is no specific act to cite as the basis for a grievance.

This does not prevent the job steward or other representative from informally confronting the employer about the rumor. If the rumor is untrue, the union can better spend its time concentrating on real problems. If the rumor is confirmed, the advance notice may help in grievance preparation, or the employer may have second thoughts about taking the improper action.

## **GETTING STARTED**

Once a job steward has been presented with a work-related problem or complaint, and it meets the definition of a grievance, the procedure for processing the grievance begins.

Processing grievances can be separated into five distinct parts, most of which occur before the grievance is filed. In sequence, these are:

1. Investigation
2. Analysis
3. Preparation
4. Presentation
5. Resolution

Each of these steps is an essential part of the process. You cannot, for example, expect to make an effective grievance presentation to management if you have not investigated, analyzed, or prepared the grievance. Nor can you expect to achieve your objective, resolution of the grievance, without making an effective presentation. Each of the five steps must be completed in sequence if you are going to effectively represent bargaining unit members and their union.

The next several sections of this module will examine and discuss each

of these steps in detail.

## DISCUSSION ITEMS

---

In the case involving the employee denied paid time off for a rescheduled medical examination, what are some possible informal settlements which may be acceptable to the employer, the employee and the union?

How does your contract define a grievance?

Does it's relationship to the rest of the contract allow grievances to be filed regarding "silent" or "past practice" issues?

Does the grievance procedure end with binding arbitration?  
If not, what are the alternatives?

---

# INVESTIGATION OF GRIEVANCES

Investigation is the **foundation** of the grievance procedure. It involves obtaining all the information surrounding the situation and getting all the facts about the bargaining unit member's claim of being deprived of a right or discriminated against by a contract violation. If the investigation is well done, the grievance has a reasonable chance of being resolved either informally or at the lower formal levels of the grievance procedure. Even if the grievance cannot be settled with the immediate supervisor or department head, a thorough and **well documented** investigation will enhance the chances of resolution with higher management.

As the union representative most likely to be contacted by grievants, you must investigate **every** claim by an employee that the contract has been violated. The "duty of fair representation" requires this **as a minimum**, and obligates the union to represent every bargaining unit employee equally and fairly whether or not he/she is actually a member of the union.

During the investigation phase of the grievance process, you will gain an understanding of what caused the grievance as well as collecting all the facts relating to the grievance. The simple facts alone will not usually suffice, because the feelings and motivations of the employees and supervisors may reveal other problems and/or other possible solutions to the complaint.

For example, an employee may complain to you he is not being granted his contractual right to extended sick leave benefits after exhausting his accumulated sick leave. Without further investigation, this would appear to be a simple violation of the contract which can easily be resolved at the informal level of the grievance procedure, or even by informally calling the discrepancy to the attention of the supervisor. But if you listen to the whole story you may find out the employee's illness was caused by exposure to toxic fumes at the worksite. The technical violation may then become a major case under the "Industrial Accident and Illness" section of the contract. Or, by listening and asking the right questions, you may discover the employee has failed to notify the employer in advance of his absences. It would be best to discover the bad news by listening to the employee's story, than be told by management after the grievance has been filed.

## GATHERING THE FACTS

Ultimately, the resolution of most grievances will be based on the facts of the grievance. The facts have to be obtained early in the investigation, when the occurrences are fresh in the minds of the grievant and witnesses. Most of these facts will be reduced to writing on a grievance form, and all of them will become part of the union's record of the case. These internal union records will document the investigation as well as the first level meetings with management, and will be invaluable to the union if it becomes necessary to process the grievance through the higher levels of the grievance procedure.

The gathering and documentation of facts can be accomplished by getting answers to the following six questions, known for convenience as the “6 W’s”:

1. **WHO** was involved in the complaint?
2. **WHAT** happened which led to the grievance?
3. **WHEN** did relevant events take place?
4. **WHERE** did relevant events take place?
5. **WHY** did all relevant actions occur?
6. **WHAT** is the remedy?

These six questions form the basic framework for your investigation. You need answers to each of them to analyze the complaint, to determine whether or not it is a legitimate grievance, and to proceed with the preparation and presentation of the grievance. To get the answers you must first interview the grievant.

## **THE GRIEVANCE INTERVIEW**

The most crucial part of investigating an individual’s grievance is the interview which usually occurs when the member first brings his/her complaint to you. The purpose of this interview is to enable the employee to discuss the complaint and, in the process, provide the job steward with the facts surrounding the grievance.

You will often be faced with an emotional, even irrational, employee, and the initial complaint may be only a symptom of another underlying problem. You must, therefore, show an understanding of the employee’s feelings and an appreciation of what he/she has at stake in the dispute.

You must be prepared to listen to the employee’s whole story before bombarding him/her with questions based on the “6 W’s.” Grievance interviews are most effective when a “non-directive” or “active listening” approach is taken by the job steward. To understand this approach, think of the interview as running through three stages:

1. Discussing feelings
2. Discussing facts
3. Discussing possible solutions

At first, the grievant is encouraged to tell his/her story with little or no direction or participation by the job steward. The grievant is allowed to release feelings and “blow off steam.” Next, the member becomes ready to look at the facts rationally, and the job steward can take more control of the interview by asking questions to reveal facts not already volunteered by the grievant. Finally, the grievant becomes open to discussing possible solutions to his/her problem, and the job steward can guide the discussion toward practical remedies.

The purpose of interviewing is simply to find out the truth, the unfavorable along with the favorable, so you can ultimately resolve the problem. As a job steward you are not a therapist or professional counselor helping members find solutions to problems on their own. You are an activist and an advo-

cate who, at some point, will have to take control of the situation and take action to resolve the grievance.

At some point in the interview have the grievant fill out and sign an **Initial Unit Member Request** (form F-3026). The information requested on this form will not only provide you with a record of the important facts regarding the case, but will also help the grievant focus on what he/she considers to be the real problem. When the grievant signs this form he/she also authorizes CSEA representatives to gain access to pertinent records (personnel files, etc.) held by the employer, and confirms the grievant's understanding of his/her CSEA appeal rights should chapter representatives refuse to pursue the grievance.

While the grievant is telling his/her story, you should be filling in the information requested by the **Initial Interview Data** (form F-3027). Upon completion this form will document the "facts" and possible solutions as you perceive them at the time of the interview.

Realize there are going to be discrepancies between the information contained on the two forms. What the grievant **thought** he/she said will not always be the same as what you **thought** you heard, and you must reconcile any differences before ending the interview. Also, as the interview progresses you will receive information bound to raise even more questions. For example:

- **WHO?** How many people are involved in the action? The employee's supervisor? A manager? Another bargaining unit employee?
- **WHAT?** What is the nature of the action giving rise to the complaint? Is what happened this time similar to what may have happened before in a similar situation, or is the action taken this time different? Does the supervisor have something against the employee? Did any physical action occur, such as pushing or shoving? What was actually said?
- **WHEN?** At what time and on what day did the action occur? Is this the first time it happened? Has this type of situation existed over a prolonged period of time, perhaps weeks or months? Has the employee ever been in the same situation before?
- **WHERE?** Did the action occur at the employee's regular work station? Did it occur in front of other employees who might be called as witnesses?
- **WHY?** Can the employee think of any reason why the action was taken? Does the supervisor have a grudge or bias toward the employee, or vice versa? Is this particular complaint a minor deviation, or is it part of a major change in the employer's policies?
- **WHAT REMEDY?** As a job steward you need to know what resolution the grievant is seeking. Is the remedy appropriate? Does the grievant know what they want? Does the grievant even know what they should be entitled too? These questions must be answered before the grievance is filed.

At the end of your interview with the grievant (and before doing **anything** else) you should open a file on the case. In the beginning the file folder will only contain the two forms used during the initial interview with the grievant, but it will grow quickly.

Gathering facts through interviewing the grievant is only the beginning of your investigation. You must also:

1. **Review the contract** and other rules, statutes and regulations possibly relevant to the case.
2. **Review all documentation** relating to the situation. This includes interview notes, statements, letters, memos, personnel files, etc.
3. **Interview friendly witnesses.** Be prepared for verification of the grievant's story, but watch for variations in specific details.
4. **Interview hostile witnesses.** Do this after you have all the other "facts." Use this opportunity to confirm what you already know, and to tie down their testimony if they are called as a witness later on.
5. **Gather physical evidence,** if pertinent. This would include evidence such as samples of the grievant's work in promotion and reclassification grievances, or photographs or diagrams of the scene of the incident in disciplinary cases.

Make sure you document every part of your investigation. Your initial investigation should be conducted as if the grievance was going to be heard before an arbitrator at a formal hearing. Use the forms contained in the appendix to this module and in the "Job Steward Action Binder" to guide you through the process and to write down as much information as possible about the grievance.

Every action you take regarding the grievance, whether verbal or in writing, should be noted in the grievance file. **The Grievance File Activity Record** (form F-3028) provides a convenient method of documenting your actions as you take them. Every activity you engage in (filing the grievance, receiving responses, making phone calls, meeting with individuals, interviewing witnesses, etc.) should be recorded on this form. Notations should be made **at the time of occurrence** so that the file contains an accurate chronological history of the grievance. This summary history of the grievance will not only help you keep your activities and arguments organized, but will also provide valuable information to other CSEA representatives if it becomes necessary to appeal the grievance to arbitration or the courts.

At the completion of your investigation you should have a good feel for the merits of the case, and should be able to move on to formally analyzing the grievance before preparing it for presentation to management.

## DISCUSSION ITEM

---

At some point in your investigation the grievant is bound to ask you, "Will you represent me?" How would you answer this question?

---

# ANALYZING GRIEVANCES

There is no chronological dividing line between the various phases of the grievance handling process. During your investigation of a grievance, emphasis will gradually shift from factfinding to analysis. This will eventually result in the development of a plan of action leading to resolution of the dispute.

The primary focus of the investigation phase is on discovering and cataloging facts, that is, on finding out **what happened**. But there is another set of facts. These are contained in the collective bargaining agreement, the terms of which are designed to tell us **what is supposed to happen**. Analysis is no more than applying the facts of the situation (what happened) to the facts of the contract (what is supposed to happen). Applying the facts of the situation to the facts of the contract consists of asking yourself questions relevant to possible solutions:

**SITUATIONAL FACT:** The least senior “secretary” has received a layoff notice, and wants to bump into a “clerk” position.

**CONTRACTUAL FACT:** Laid off employees are limited to bumping into “classifications previously held.”

**ANALYTICAL QUESTION:** Has the secretary previously served as a “clerk?”

The question is necessary in determining if there is a valid contractual grievance. If the contract had allowed for bumping into “lower classifications in which the employee holds the minimum qualifications,” the question above would be irrelevant to your analysis.

Unlike the investigation phase, where you asked questions to get all the facts (the whole story), the analysis phase requires you to ask **the right questions**. The answers will determine if there is a violation of the collective bargaining agreement and, thus, a grievance.

Every collective bargaining agreement is unique, and every grievance that arises will have a different factual setting. In general, the right questions will relate to the following:

- What contract provision is relevant? What part of the contract has been violated? How? By Omission? Commission? Misapplication? Misinterpretation? Is there a more specific provision that could apply?
- What law, regulation, policy or directive is relevant? Has there been any violation of it? Does it supercede the contract. Is it consistent with the contract? Does the action violate the collective bargaining agreement in a manner different than it violates the law, regulation, policy or directive? Do prior interpretations of the law give meaning to the contract language?
- What past practices are relevant? Can it be proven the practice has actually been followed for a certain period of time and with the full knowledge of the employer and the union? Do we have to rely on the past practice alone, or does it give meaning to relevant contract language?

- What precedents are relevant? What past rulings or settlements provide guidance? Are they helpful or adverse to the grievance? Which party's position is consistent with the precedent(s)?

To ask the right questions and properly analyze a potential grievance you must first become familiar with the rules. You must know the terms of the contract, have a good idea of why specific provisions were negotiated, and possess a working knowledge of how it has been interpreted and applied in the past.

Your analysis of a dispute may indicate the employer's action does not violate the contract. The employee's complaint may then be invalid or valid depending on the circumstances. An employee's allegation that, "My supervisor raises his voice every time he sees me!" will probably not be a valid grievance under the contract. It may, however, reveal an underlying problem which may cause a grievance in the future. Pursuing the matter informally may resolve a future grievance before the fact.

A valid complaint, though possibly not a grievance, may exist if the employer violated a rule, regulation or law not covered by the collective bargaining agreement. Analyze the facts of the situation against the facts contained in other relevant documents. Does the employer's action violate its own official policies, posted work rules, an employee handbook, merit system rules, or local affirmative action policies? Does the action violate the Government Code, the Education Code, the Unemployment Insurance Code, the Motor Vehicle Code, the Occupational Safety and Health Act, the Fair Labor Standards Act, or any administrative regulation designed to enforce the legal rights of workers?

Always remember, you are an advocate for the worker who came to you with a complaint. Your primary goal is to resolve the problem. If your "gut reaction" is that the bargaining employee has been treated unfairly, follow your instincts and analyze the grievance with a view toward finding the right forum for resolution.

Always make sure the employee understands the difference between "grievances" and other complaints, and the steps to be used to resolve either. Never make a statement such as, "this is a good grievance" until you have analyzed the facts and determined the existence of a contract violation.

Your analysis must also include a judgment on the **quality** of the grievance. Is it based on a clear cut violation of the contract, or is it marginal because the facts are not conclusive enough? This determination is important because the union must maintain credibility with both the employees and the employer.

If, without good reason, you flood the employer with invalid or borderline grievances, they will probably react by dismissing every one, the good along with the bad. If all grievances are summarily dismissed at the lower levels of the grievance procedure, problems will seldom be solved. Members of the bargaining unit in general, and employees with real problems in particular, will rightfully blame the union for failing to live up to its mission. Simply put, if we are zealous in protecting the rights of workers but we don't solve real problems, we are simply not doing our job as a union.

Realize that not every grievance will be resolved in court or at binding arbitration. The formal processing of grievances involves a considerable investment of the time of CSEA job stewards and other representatives and of the money generated by the members' dues. Neither of these resources should be wasted in pursuing frivolous complaints and imagined problems. Making the system work involves a common-sense approach to settling differences between labor and management. Thoroughly investigating grievances and properly analyzing their quality will encourage the early settlement of most disputes.

Using the **Grievance Investigation Guide** (form F-2005) supplied with this module will also assist you in investigating and analysing grievances. It provides a step-by-step procedure to ensure a thorough exploration of the facts of the grievance as they relate to possible solutions. It also serves to document your investigation and analysis, and provides a valuable research tool for CSEA representatives who may have to handle the dispute at the higher levels of the grievance procedure.

# PREPARING GRIEVANCES FOR SUBMISSION

Throughout the investigation and analysis phases you will probably develop various theories about how the grievance should be prepared and presented. As you discover more information and compare it to the applicable provisions of the contract, you will discard some theories and retain others. Eventually, you will have to decide on the best course to follow in attempting a resolution of the complaint.

Assuming you have decided the complaint states a violation of the collective bargaining agreement, you will eventually have to organize the information and submit the results in a written grievance at the first level of the grievance procedure.

(Most contracts also provide for an informal oral meeting with the immediate supervisor before submitting the grievance in writing. This informal meeting may be preceded by informal discussions with the supervisor during your investigation of the grievance. Unless you are using the informal meeting strictly to gain more information, it is best to have the written grievance prepared before meeting at the informal level. By this time you should have developed a “case theory” and weighed alternative remedies acceptable to both the union and the grievant. This way your thoughts will be organized during the informal meeting, and there will be less likelihood of being led astray by spurious arguments from the supervisor.)

Before writing the grievance, you will have to gather the results of your investigation and analysis into one place. This grievance file should provide a complete record of the case from the time you were approached by the grievant, and should include the following:

- All the physical evidence obtained during the investigation (such as documents, examples of work, time cards, pictures, copies of rules, etc.)
- Any notes you have taken and **completed** copies of the CSEA forms used to document the investigation and analysis.
- A chronological summary (in your own words) of what exactly happened. Write a narrative of the situation in complete sentences. Be sure this summary answers the questions **Who? What? When? Where? Why? and What Remedy?**

You should now be prepared to write the grievance. In most cases the union and the employer have agreed upon a grievance form, and most of these contain the following elements:

1. Basic information (name of grievant, name of immediate supervisor, work location, department, date of submission, etc.)
2. A statement of the grievance
3. A proposed remedy or solution
4. Applicable sections of the contract

The grievance should be stated briefly, saving arguments, proof and documentation for future meetings and hearings. For example:

**GRIEVANCE:** The grievant was denied promotion to Custodian II on August 10 without consideration of her seniority.

**REMEDY:** Promote grievant to Custodian II effective August 10 and make her whole for all salary and all other employment rights and benefits.

**SECTIONS:** The **Agreement as a whole and Article I (Recognition)**, Article VII (No Discrimination), Article XIV.3 (Seniority) and Article XXVI (Promotions)

There is simply no reason to write a long description of every detail of the case or to include any physical evidence you may have to support the grievance. Let the employer's representatives investigate their own case.

The written grievance, along with the physical evidence and written record will help you effectively present and discuss the case with the employer's representative. Before meeting with management you should also ask yourself the following questions:

- Who will be hearing what I've got to say?
- Are they likely to want to do something about the problem?
- How much can they do?
- How much do they already know about the problem?
- Is there anything they can bring up at the meeting to surprise me?
- Are there any alternative theories or solutions I have failed to test?
- Are there any special considerations (such as personality conflicts) to take into account during the discussion?
- Is there any work needed with the grievant to prepare him/her for the meeting with management?

More information about writing grievances and preparing for grievance meetings can be obtained from CSEA Module 504, *Analyzing and Preparing Grievances*.

## DISCUSSION ITEM

---

In the sample grievance above, emphasis is placed on the "**Agreement as a whole**" and the "**Recognition**" article. Why might this be important?

---

# PRESENTING GRIEVANCES

Though you may be able to solve some problems through informal discussions with the employer's representative, many grievances must be submitted to the formal grievance procedure. The presentation step is where you file the grievance with the immediate supervisor to initiate the formal resolution mechanism of the contract. This is the point where your thorough investigation, analysis and preparation will pay off.

The specific grievance procedure will vary from contract to contract, but almost all of them will indicate:

- What form, if any, is to be used to file the grievance.
- What information must be included on the grievance form.
- How soon a grievance must be filed after the employer's action or employer's failure to act.
- With whom the grievance must be filed.
- Deadlines to file appeals to decisions at each level of the grievance procedure.

Of course, explaining the merits of a grievance and obtaining an appropriate remedy are the most important factors in grievance handling. Equally important is adhering to the filing requirements specified in your contract. Failure to use the proper form and failing to meet the designated time lines are both grounds for dismissing the grievance, regardless of its merits. If a grievance is dismissed because it was not properly submitted or appealed, there is a threefold negative effect on bargaining unit employees and their union:

1. The grievance will not be resolved.
2. The non-resolution may help establish a past practice unfavorable to the employees and the union.
3. The union's failure to follow the time lines may open it to charges of failure to comply with its duty of fair representation.

Virtually all contracts require any appeal beyond the informal level be filed in writing. They usually also require:

- A meeting be held in a specified period of time after filing the grievance or appeal.
- A response from management be received within a certain number of days after the meeting.
- The filing of a written appeal be made within a specific time period after receiving the response from management.

Prior to filing the grievance, take the time to prepare the **Job Steward Grievance Tracking Log** (form F-3029) supplied with this module. Maintaining this form as the grievance progresses through the system will help you meet contractual deadlines for filing grievances and help you monitor management's compliance with their deadlines.

The time lines apply to management as well as the union. If management fails to agree to a meeting or fails to render a decision within the time limits, the grievance should be appealed to the next level within the specified period of time after the meeting or decision **should have occurred**.

Note: Some contracts have a provision indicating a **failure to respond** within the time lines of the procedure resolves the grievance in the favor of the other party. If this is in your contract, make sure you have included all the remedies necessary to resolve the grievance in your written request for redress.

Because of scheduling problems or the need for further investigation, one party or the other may ask for extensions or waivers of deadlines. To protect the grievance and the integrity of the system, any such agreement should be made only if absolutely necessary, and should always be reduced to writing.

## **THE GRIEVANCE MEETING**

Before going to the grievance meeting with the supervisor write down all the points, questions and arguments you want to present. Use the **Agenda Pre-Planning** (form F-3030) to list these specific subjects, and to write down the responses of management to each of them.

A good working relationship between the job steward and the immediate supervisor is important to the resolution of grievances. This doesn't mean you have to be friends with the supervisor, only that you respect each other's position and opinions. Just as you are the key person in CSEA's enforcement of the contract, he/she should be the employer's key to fairly implementing the terms of the collective bargaining agreement.

The job steward and the supervisor won't always agree on all questions. There's room in any working relationship for honest differences of opinion. The supervisor should be expected to represent the interests of the employer as sincerely and energetically as you represent the workers and their union.

Once negotiated, the collective bargaining agreement is meant to provide labor peace for its term, and is thus jointly administered by the employer and the union. If both parties approach grievances with this cooperative point of view, most grievances will be easily settled. If both agree grievances should be settled on their merits and not permitted to become political issues, it will be much easier to get an agreement on the facts of each case.

Even though you are an advocate for the employees, your participation at grievance meetings should reflect a good-faith effort to resolve problems. Make an honest attempt to see the supervisor's point of view without losing sight of the interests of those you represent. Avoid letting a grievance become a political issue, and do not "horse-trade" one grievance for another.

Take a positive approach. When you go to a grievance meeting take it for granted you will be treated fairly. Don't carry a chip on your shoulder and don't expect to be outwitted or outmaneuvered. Know your facts and your rights and stick to them. Demand the same respect from the employer's representative, and don't give him/her less than you expect to be shown. Be calm. Losing your temper, shouting or pounding tables will seldom settle an issue. Instead, it usually gives the other person an advantage.

Approach the grievance meeting in a businesslike manner. Stick to the issues, and avoid being sidetracked either by the supervisor's wanderings or by your own eloquence. Remember to use the "Agenda Pre-Planning Form" (F-3030) to itemize the points you want to make. Avoid personalities as much as possible and try to narrow the conflict. Agree on all the facts you can, then carefully define the exact issues about which you disagree. You may find less disagreement than you originally thought.

Disagree with dignity. If you can't reach a satisfactory settlement, don't give up. You can always appeal the case to the next level of the grievance procedure. If you think you are going to lose your case with the supervisor, but may win it on appeal, try to avoid a situation where higher management will have to reverse the supervisor's decision.

If there is an honest question of contract interpretation, suggest a "joint submission" to the next higher step, that is, both you and the supervisor will ask for a definite interpretation. This will de-emphasize the element of personal rivalry between you and the supervisor and make it easier to coexist with one another for fifty-two weeks a year. A good, businesslike relationship between you and the supervisor is more important to the workers and the union than your ability to gain a reputation as "a tough steward who put that supervisor in her place."

Regardless of your ability to get along with the supervisor, never forget you are the advocate of the grievant. Your attitude at the grievance meeting will be watched closely by the grievant who accompanies you. Never allow yourself and the grievant to disagree at the meeting. If you quarrel among yourselves you will immediately forfeit the respect of management. If you see some real differences of opinion developing between you and the grievant, ask for a recess or an adjournment and straighten out your differences in private.

Finally, don't make empty threats. Practically every union contract contains a prohibition against strikes and other forms of direct action or self-help. A job steward who blows up and threatens to shut down the department or workplace is violating the contract and may forfeit the case. If you are provoked into making meaningless boasts or threats, nothing you say from that moment on will be taken seriously by either the employer or the workers you represent. Bluffing is one of the most short-sighted and dangerous tactics a job steward can employ.

Presenting your information in a calm, reasonable manner will indicate to the supervisor:

- You want to solve a problem through cooperation if at all possible.
- You are confident of your case and the facts supporting it.
- You will not use the grievance procedure for petty harrassment.

Once the grievance has been discussed with the supervisor, try to reach settlement on the spot. Typically, though, the supervisor will want to wait a few days before making a decision. If immediate settlement is not possible, at least try to get a "feel" for what he/she will decide. Some indication of a decision, along with any other information you pick up during the discussion,

will help you to prepare your appeal to the next step of the grievance procedure if it is needed.

#### DISCUSSION ITEM

---

If the employer consistently misses the grievance procedure's deadlines, what recourse does the union have?

---

# RESOLVING GRIEVANCES

The sole objective of a grievance procedure is to resolve problems arising during the term of a contract. It is supposed to be a **peaceful** and **informal** substitute for the tests of power and legal technicalities often associated with contract negotiations. Picketing, work stoppages, litigation, unfair labor practice charges, direct appeals to individual members of local governing boards, and other forms of self-help are meant to give way to the orderly mechanism of the contract's grievance/arbitration procedure.

The language of virtually all grievance procedures encourages the resolution of grievances at the earliest possible level. But all too often the parties fail to take advantage of the procedure they negotiated. They may fear making the wrong decision or looking bad in the eyes of higher union or management officials. Whatever the reason, many first level participants avoid settling grievances. They merely go through the motions, forcing the issue to the next level of appeal.

Many supervisors respond to every first level grievance with the terse comment, "grievance denied." Reacting in kind, the job steward then gives the reason for appeal to the next level as, "We disagree with the decision at Level 1." If this perfunctory approach continues through each successive step, the grievance will slowly wend its way through the grievance procedure with no real attempt being made to solve the problem giving rise to the grievance.

There is also a tendency for higher management and union officials to avoid reversing the decisions of supervisors and job stewards. As the written grievance moves from step to higher step, the positions of both sides harden, and the possibility of overruling an increasing number of lower officials becomes more complicated and difficult.

Just before going to arbitration or litigation, high level management and union officials (possibly the attorneys for both sides) will review the case. If there was no serious effort to address the grievance on the record, they may have no information about the grievance other than the statement on the original grievance form. They may then settle the grievance simply because both the employer and the union want to avoid the uncertainties and/or costs of having a third party decide the issue. The grievance may thus be resolved, but for the wrong reason and in a manner which may or may not be acceptable to the people originally involved.

## EARLY RESOLUTION

Grievances truly involving employer-wide application or interpretation of the contract should usually rise to the higher steps in the procedure. Since they involve policy questions, management and union officials familiar with all segments of the bargaining unit are best suited to decide the issues. Even policy level decisions can sometimes be settled early, but only if supervisors and job stewards communicate and coordinate their actions with higher level

management and union officials. If a particular grievance has implications affecting the entire bargaining unit, the union and employer can agree to submission of the grievance directly to the personnel department level of the procedure. Some contracts provide for this arrangement in the grievance procedure itself.

From the job steward's point of view, resolution is achieved by obtaining an appropriate remedy to an employer's contract violation. In most cases the immediate problem relates to the treatment of an individual worker, not the broad implementation of policy. When a grievance is filed, however, the supervisor is conditioned to react not only to the individual employee's problem, but also to the effects on the future treatment of other employees both at the particular workplace and elsewhere.

In attempting to resolve an individual's grievance with the supervisor, you must understand that the supervisor's job is difficult, demanding and often frustrating. Supervisors usually picture themselves as people squeezed between employees and management. They are management's representatives at the workplace, and yet higher management does not always accept them as equals. They are frequently the last to know about decisions affecting their areas of responsibility, and your "grapevine" is probably faster (if not more accurate) than their's. In most organizations, supervisors cannot independently hire, fire, transfer or promote employees, and they have very little say about salary matters.

Recognizing these limitations and constraints, job stewards must still be able to work effectively with supervisors to solve problems and settle grievances at the worksite. Always keep in mind, supervisors are human beings and may exhibit these common "human" characteristics in some situations:

- **SELF-INTEREST.** Some supervisors are egocentric and look at situations in terms of how they will affect them personally. Supervisors will often fight a grievance if they think it might affect their relationships with workers or management.
- **AUTHORITY.** Being able to give orders to other people generally inflates one's sense of importance. Directly attacking the perceived authority of a supervisor will often cause his/her position to harden.
- **SELF-JUSTIFICATION.** Once a decision is made, the decision maker will most often try to justify it, even when he/she knows the decision was a mistake.

Understanding their behavior in given situations will help you form arguments and strategies to persuade a particular supervisor to resolve a grievance rather than summarily dismiss it. You may have to convince a supervisor that resolution of a particular grievance will not undermine his/her authority, but may indeed have a positive effect on his/her relations with higher management. You may also be able to assure a supervisor there is no need to justify a decision that "was obviously a misunderstanding." Persuasiveness is the key to obtaining early resolution of grievances. You must stick to the point of the grievance and not be drawn into arguments with the supervisor or into discussions of irrelevant issues.

At the first level grievance meeting you may also have to revert to the investigation or analysis phase of the process, as new information and facts are revealed. Even when faced with new information, your arguments should try to narrow the differences between the union and management positions, while still maintaining your position as the advocate of the employee(s).

If new facts fatally undermine your case and destroy any chance of a compromise, you can always withdraw the grievance later. No matter what happens, the union's goal of seeking a quick and complete resolution at the meeting should always seem obvious to the supervisor.

In collective bargaining the grievance procedure is an extension of the negotiating process, and negotiations sometimes requires compromise. In one sense you are trying to attain justice for the grievant and **if the grievance is a clear and apparent violation of the contract or the law** you should tolerate no compromises. Elkouri and Elkouri in *How Arbitration Works*, have defined the traditional steward's conduct in this area:

“A shop steward has no authority to bind the union by an agreement altering or creating an exception to the collective agreement, nor has he authority to waive strict performance of the agreement. Nor does a union field representative have authority to change the collective agreement unless such authority is clearly vested in him by the membership.

Such a strict rule, however, would not apply to an action taken in grievance settlements which does not have the effect of changing the terms of the agreement.”

Most grievances are not all that clear cut and there may be room for agreeing to minor deviations from the strict interpretation of contract language, or agreeing to a solution slightly different than the full remedy initially sought.

Negotiating and compromising does not necessarily mean you or the grievant will give something up. It may consist of no more than agreeing to an alternative but equal remedy which may address a concern of the supervisor or may allow the supervisor to save face with higher management.

Negotiating is more art than science, and negotiating grievance settlements may be more difficult than negotiating the original contract language. If you determine there is room for compromise, always keep in mind the following basic premise of all negotiations:

If it costs me more to agree with you than disagree with you,  
I will **disagree**.

If it costs me more to disagree with you than to agree with  
you, then I will **agree**.

Depending on how you generally get along with the supervisor and how thoroughly you have discussed alternative solutions with the grievant, possible compromises and alternative areas of settlement may be explored during the grievance meeting. Rarely will you or the supervisor offer a compromise initially, since doing so would tend to undermine negotiating positions should

the compromise be rejected. You might, however, subtly suggest the type of compromise that might be acceptable. The supervisor might also “hypothetically” present a response implying a compromise in order to get the union’s reaction. In many cases, formal compromise settlements will occur after the meetings so the supervisor has a chance to consult with higher management, and the job steward can discuss the matter with the grievant and other CSEA officials.

Any settlement, whether made at the meeting or afterwards, should be reduced to writing and should include a statement of any **specific action** to be taken by the employer, the union and the grievant. Informal compromises relating to specific individual employees often include a statement that the settlement “will not set a precedent, and neither party shall cite it as a past practice should a similar situation or dispute arise in the future.”

When the issues have been thoroughly discussed, the meeting ends and the supervisor must prepare a written response to be delivered to the grievant and the job steward. Sometimes the written response will be a decision reflecting a hypothetical compromise discussed at the meeting. If the matter gets this far, however, the supervisor’s written response will usually reaffirm his/her original action.

After receiving the supervisor’s decision, the union will have to decide whether to accept it or pursue the grievance to the next level of the procedure.

#### DISCUSSION ITEM

---

What are some ways to increase the likelihood of settling a grievance at the first level of the grievance procedure?

---

# PREPARING FOR THE NEXT STEP

No matter how persuasive you are, or how good a case you have, there is a chance you will not resolve the matter at the first level of the grievance procedure. As discussed earlier:

- The supervisor may not have (or may not want to exercise) the authority to adjust the grievance.
- The supervisor may feel the settlement in favor of the grievant would adversely reflect on his/her competence or affect relationships with other management officials.
- The supervisor may simply disagree with your position.

Thus, you should not be surprised if the most airtight case is denied at the first level. Make sure the grievant also understands a denial at this stage is not necessarily a loss, and the appropriate response is to appeal the grievance to the next level.

Depending on the contract, the job steward may be required to submit the grievance to the next level or he/she may turn the grievance over to another CSEA official for processing. In either case, submission to the next step emphasizes the need to ensure you have a valid grievance that has been thoroughly investigated, analyzed, prepared and documented.

Before proceeding to the next level, check the grievance file to make sure it contains **completed** copies of the following documents:

- **Initial Unit Member Request** (F-3026). This form was filled out by the grievant when he/she first approached you with the problem or grievance. It provides basic information about the grievant, his/her problem and what solution he/she wanted when the dispute first arose. It also gives the CSEA representatives the right to gain access to employer records pertaining to the dispute.
- **Initial Interview Data** (F-3027). This form is the job steward's record of the first interview with the grievant. In addition to documenting basic information about the grievant, it outlines the facts of the grievance by answering the questions posed by the "6 W's" (WHO? WHAT? WHERE? WHEN? WHY? WHAT REMEDY?).
- **Grievance File Activity Report** (F-3028). This form provides a chronological record of all activity taken in processing the grievance to this point. It should include a brief description of all meetings, telephone conversations and other contacts with the grievant, witnesses and management representatives.
- **Grievance Investigation Guide** (F-2005). This form was completed during the "investigation" and "analysis" phases. It explains the basic steps you followed, who you interviewed, and the results of the investigation.

- **Job Steward Grievance Tracking Log (F-3029).** This form helps the CSEA grievance representatives meet your contract's specific grievance processing deadlines. It also provides a summary record confirming the deadlines have been complied with.
- **Agenda Pre-Planning (F-3030).** This form is used in preparing for all meetings and telephone conversations with witnesses and management representatives. It is a record of the points you raised and any responses by the other party.
- **Other Pertinent Documents.** Along with the standard CSEA forms described above, the grievance file should also include completed copies of the official grievance form and any management responses, copies of pertinent documents from the employee's personnel file, any notes you may have taken while processing the grievance, and copies of any non-contractual rules, regulations or local bulletins relevant to the grievance.

If the grievance is pursued, at some point you will turn the grievance file over to another CSEA representative. He/she will use the file while processing the grievance to higher levels, add to it as necessary, and file it when the grievance has run its course.

Win, lose or draw the chapter should maintain a file of all grievances submitted to the procedure. (A suggested record keeping system is outlined in Module 501, Introduction to Representation.)

Form F-3032 (**Job Stewards Report of Contract Deficiencies and Problems**) is also included as an appendix to this module. Even if a grievance has been successfully resolved at the first level, the process may have revealed a need to revise certain provisions of the contract. Your contemporaneous record of deficiencies and problems arising at the worksite level will provide valuable information to the chapter when preparing for negotiation of the next contract.

# Instructions for Forms and Records

---

INITIAL UNIT MEMBER REQUEST

INITIAL INTERVIEW DATA

GRIEVANCE FILE ACTIVITY RECORD

GRIEVANCE INVESTIGATION GUIDE

JOB STEWARD GRIEVANCE TRACKING LOG

AGENDA PRE-PLANNING

CONTRACT DEFICIENCIES AND PROBLEMS

APPENDIX A

DO YOU NEED MORE INFORMATION?

APPENDIX B

JOB STEWARD FORMS AND RECORDS

\_\_\_\_\_

# INSTRUCTIONS FOR FORMS AND RECORDS

Although most of the forms and records contained in Module 506, Chapter Job Steward and the “Job Steward Action Binder” are self-explanatory, a brief description of how to use each of them is provided below.

Some of the information requested on the forms is purposely redundant. Despite the additional work, we suggest duplication of the information so other representatives can more easily research the case.

## INITIAL UNIT MEMBER REQUEST

(Form F-3026)

This form should be filled out **and signed** when a bargaining unit member approaches you with a formal grievance, complaint, problem or question. The routine or informal exchange of information need not be documented on this form. If, for example, a member asks a question or explains a problem which can be handled on the spot, there is no need to have him/her complete the form. If the member has a question requiring further research or a problem likely to require the filing of a grievance, it would be wise to have them provide the information requested on form F-3026.

Completion of the form provides you with basic information about the bargaining unit member, his/her problem or question, and what he/she considers to be an appropriate remedy. Other than giving you the elemental information about the member (name, address, phone number, etc.) the completed form serves four additional important functions:

- Item 1, 2 and 3 provide the details of the issue in the member’s own words as **he/she saw it at the time the issue arose**. This information will serve to protect you and CSEA should the individual later claim that his/her problem was misunderstood.
- Item 4 requests the member to state his/her desired remedy to the complaint or grievance. While neither you nor CSEA are bound to pursue the particular remedy, this statement serves to put the problem in perspective. (There may be no reason to challenge the employer’s general application of the contract’s rest break provision, when the only person with a problem is simply requesting a change from 10:00 a.m. to 10:15 a.m.)
- When the form is signed, the individual confirms authorization of CSEA to act as his/her representative regarding the problem and gives CSEA representatives the right to investigate the matter by examining records and personnel files.
- Signing the form also confirms that the individual has read **and understands** his/her right to appeal any refusal of the chapter’s representative to pursue the grievance, problem or complaint. The applicable policy (Policy 606) is reprinted on the back of the form.

## **INITIAL INTERVIEW DATA**

(Form F-3027)

This form is your record of the first interview with a grievant. After listening to the individual's "whole story" of the incident (or as the story unfolds) completion of form F-3027 will help you make sure you have answers to the "5 W's" of grievance investigation. (WHO? WHAT? WHERE? WHEN? WHY?)

In addition to thus guiding you through the grievance interview, the form asks you to make certain preliminary determinations about the grievance or problem:

- What was the cause of the dispute? Are there any indirect reasons why the problem arose?
- Is the dispute a "grievance" or might it be a violation of another rule, regulation, policy or law?
- Based on the information you have at the time, what is the appropriate remedy? What must the employer do to correct the problem?
- Are there any additional factors separating the problem from a routine contract violation? Who else should you contact or interview before filing a formal grievance?

## **GRIEVANCE FILE ACTIVITY RECORD**

(Form F-3028)

Completion of this form should provide a chronological record of all activity engaged in while processing the grievance. It should be fastened to the left side of the grievance file folder on top of all other material.

Every time you take any action regarding the grievance it should be noted on this form, along with the date, time and your initials. The "Activity" section should contain a brief description of the action taken and any evident results of the action. Examples of some activities to be logged are:

- Meetings with the grievant, witnesses, management representatives, chapter officials, or CSEA staff representatives
- Telephone conversations with any of the above, or with third party representatives such as agents of OSHA, PERB, U.S. Department of Labor, etc.
- The dates and times you submitted letters, grievance forms or other material, and when you received responses

The diligent updating of this form F-3028 will be especially useful to the CSEA representative who may handle the dispute at higher levels. Upon completion, it will provide this person with a summary "story" of the grievance, problem or complaint from the day you were first approached by the bargaining unit member to the present. It will tell this CSEA representative, "this is what I did first; this is what I did next; etc."

## **GRIEVANCE INVESTIGATION GUIDE**

(Form F-2005)

This form is meant to be completed during your “investigation” and “analysis” phases of processing a contractual grievance, and guides you through some points you should consider before moving on to the next step.

The back page of form F-2005 asks you to confirm completion of other grievance record keeping forms, and distribution of copies of the forms to the individuals involved in the dispute. The form also requests a summary list of the witnesses and other employees interviewed during your investigation.

## **JOB STEWARD GRIEVANCE TRACKING LOG**

(Form F-3029)

Keeping this form up to date while the grievance is progressing through the procedure will help you meet the deadlines set forth in the contract.

You should enter the management and CSEA deadlines from the contract, and fill in the actual dates the specific deadlines were met.

Upon completion, form F-3029 provides a summary record confirming you have complied with contractual timelines.

## **AGENDA PRE-PLANNING**

(Form F-3030)

You should complete the left side of form F-3030 prior to any planned meeting you may have with grievants, witnesses, CSEA officials, or management representatives. It can also be used to prepare for telephone calls you may place to these individuals.

The primary purposes of this form are:

- To help you keep “on track” during the conversation
- To help you remember points you wanted to raise
- To provide a summary record of responses and comments received from the other party

## **CONTRACT DEFICIENCIES AND PROBLEMS**

(Form F-3032)

Though not necessarily part of any particular grievance file, this form is a useful tool in keeping a record of “contract language” problems you discover while processing grievances.

Even if a grievance has been successfully resolved at the first informal or formal level of the procedure, your investigation may have revealed a need to revise certain provisions of the collective bargaining agreement. Your contemporaneous record of problems will help you develop suggestions for proposals when the chapter’s next contract is negotiated. At the appropriate time prior to the submission of the contract proposal copies of this form should be submitted to the chapter’s executive board or negotiating committee.



# DO YOU NEED MORE INFORMATION?

Once you have become familiar with the basic information contained in this module and have completed the Basic Job Steward Training course, you should be ready to function as an effective grievance representative. The experience you are now **ready** to gain by applying what you have learned will increase your effectiveness, but even this is not the end of your education. It is just the beginning!

Members of CSEA bargaining units deserve the very best representation, and have become accustomed to receiving it. To continue delivery of this level of service, your knowledge of the basic concepts and techniques of grievance handling and problem solving must be supplemented by additional study and training.

To this end, CSEA officials (both rank-and-file and staff) are always available for consultation, and training seminars are conducted periodically throughout the state. For the purpose of self-study and reference, the union also publishes and distributes a large number of training modules addressing specific and topical subjects. These modules are either distributed to job stewards and other chapter leaders at training seminars or can be obtained directly from the CSEA chapter or field office.

Some of the training modules are directly related to representational services, and should be considered **required reading** for members involved in protecting the legal and contractual rights of employees. Other modules are more general in nature, and are listed below as **suggested reading**. All of these publications familiarize you with the wide range of CSEA's interests and concerns, and will reveal how you, the Job Steward, fit into the union's overall operational and political structure.

Along with growth in your expertise and interest in CSEA affairs, it is anticipated you will become even more active in the union. The most valuable and effective CSEA members serve on union committees and participate in the union's democratic process by voting and running for CSEA office.

By accepting the position of CSEA Job Steward you have become an important and active part of a distinguished union that belongs to you. Welcome aboard and good luck with your representational endeavors!

## REQUIRED READING FOR JOB STEWARDS

Module #	Title
301	(Introduction to) the Duty of Fair Representation
302	The Duty of Fair Representation
305	Unemployment Insurance Benefits
306	Occupational Health and Safety
351	Fair Labor Standards Act (FLSA) Overview

402	The Negotiated Grievance Procedure
451	Member/Employee Assistance Programs
501	Introduction to Representation
503	Improper Employer Actions/Monitor, Recognize, React
504	Analyzing and Preparing Grievances
507	Grievance Investigation
601	Discipline and Due Process

## **SUGGESTED READING FOR JOB STEWARDS**

<b>Module #</b>	<b>Title</b>
-----------------	--------------

---

101	Chapter Structure
103	Membership Recruitment
105	Chapter Executive Board
114	Communications
121	Assertiveness
202	History of Labor
203	The State Association
502	Chapter Site Representative