

A few words about the Grievance Procedure:

Too often, a steward does not know the answer to this basic question. A member comes to you with a problem. They spell out an incident, an event, or a problem and then tell you to file their grievance. If you respond immediately, in the affirmative, better read further.

Stewards and Bargaining Unit Officers are vested with the responsibility of enforcing the contract for everyone in the bargaining unit. That is a right we demand as a union when we organize workers. To enforce the contract, the union negotiates a grievance procedure which is the way we can get justice for our members.

According to one survey, some 94 percent of surveyed union contracts include a grievance procedure.

The first question we need to ask ourselves when a member comes to the steward with a problem is, "is this issue a grievance?"

Strategically, we are asking is there any way we can deal with the issue through the official grievance procedure?

The Contract definition of a grievance under Article 4 Section 2 of both the Trade and OPT agreements is.....

"Should any disagreement arise between any employee and employees covered by this Agreement and the Company, it shall be deemed a grievance".

This language is most likely as liberal as you will find in any contract within the AFL/CIO in regards to defining a grievance. It means that we have the right to at least address any workplace problem that comes along, even if that problem is not specifically found within an article of the contract. It should be noted however that this basic "Right to Grieve" does not extend to arbitration thus we CANNOT arbitrate a grievance filed under article 4 section 2 of either agreement.

So while we have the right to grieve virtually any workplace issue, we need to understand how important it is to find a contractual violation of the dispute if possible or the matter will be considered to no longer exist beyond Step 2 of the grievance procedure.

The Standard AFL/CIO definition of a grievance is not a whole lot different than article 4 sect 2 of our contracts. It reads as follows.....

A grievance is more than likely a violation of an employee's rights on the job, a right that is usually, but not always defined by the contract. In seeing a grievance in this way, we can understand better that the best place to look for a way to defend the member is in the language of the contract.

The important thing to remember about the If you have any doubts as to the contract's importance on this fundamental issue, think about how every day employers across the country try to chip away at their union contracts-- not just at contract negotiations, but every day. The employer knows that if all else fails, it is the contract that protects union members.

So for all practical purposes, every union officer should go back to the contract first when a member comes in with a complaint or a problem. The contract provides us with the strongest ammunition in resolving the issue for our member. That is why it is so critical to know your agreement and use it to your advantage. Many local officers have surprised themselves by arguing issues on language in their agreement which is close enough to the problem to get a positive response from management.