

# YOUR ROLE AS A STEWARD & THE GRIEVANCE PROCEDURE



### **YOUR ROLE AS A STEWARD**

**As a United Steelworkers Job Steward** you have one of the most important roles to play in the Union. You are on the front lines of what is happening within the Union and your workplace. To fulfill your Steward role you must be able to perform many different functions at the same time. Being a good Steward is not easy. It takes a lot of dedication to become a Union representative who has the respect of his/her fellow workers. Sometimes the job can be frustrating. But the rewarding experiences of making a real difference in people's lives will make it all worthwhile.

#### **You Are A Communicator**

You are the main link between members in your operation and the Union. When members can't attend Union meetings, inform them about United Steelworkers' actions and the impact those actions will have on their lives.

#### **You Are An Educator**

Due to lack of experience in the labour movement, the media, and conversations with others, some members bring with them myths about unions. It is the responsibility of all of us to educate these members by respecting and listening to them while dispelling untrue myths. The more educated you are, the more educated your members will be. Learn about the Steelworkers Constitution. Learn about legislated rights like health and safety laws and human rights laws.

#### **You Are An Organizer**

A good organizer is someone who combines their knowledge and communication skills to "spread the word" about Trade Unionism and who motivates others to fight for their rights. By organizing others, you will have a support group to help you in time of need. When you communicate willingly, you will motivate your fellow workers to stand together with the Union. Promote participation. People are generally motivated by their own interests, so find out what those interests are and challenge your fellow workers to take actions supporting their beliefs. Encourage them to attend meetings.

#### **You Are A Leader**

Each Steward has his/her own style. Lead by example. Your actions will speak for themselves and show what you believe in. Treat all members equally, speaking to and for all members regardless of any personal bias you have towards them. Deal with rumours. Find out the truth and pass the information along to your fellow workers. Keep in close contact with members. Be accessible at all times and encourage them to bring their problems to you. Help members with their non-work problems. You may become the person that is approached by other workers with problems unrelated to the workplace. Workers may have problems with substance abuse, family conflicts, or medical or legal problems. In most cases, there are representatives that can refer the individuals to professional counselors for further assistance.

#### **You Are Politically Aware**

Find out about the various provincial and federal laws that affect your Union. Such laws include labour relations acts, employment standards acts, occupational health and safety acts, workers compensation acts and human rights acts. Keep in mind that anti-labour laws can severely hamper the United Steelworker's ability to organize and build the Union. They can also limit right to collective bargaining without interference, thus affecting the protection that the Union can provide for workers. Get involved and support political candidates who support labour and improved fairness in labour legislation. Check with your Local Union to find out who they are. Know current political issues. Check Union publications and political materials and pass them around.

#### **You Are A Listener**

Carefully listen to the concerns of all of your fellow workers. Listen to the people that you disagree with and admit when you are mistaken. The more you find out about the likes and dislikes of your fellow workers, the more you will be able to find common issues and motivation.

### **YOU NEED TO KNOW**

**THE COLLECTIVE AGREEMENT:** Keep one close at hand.

Your employer's policies and workplace rules: Collective agreements do not include policies such as horseplay, running, smoking, etc. Get to know the ground rules particularly those that refer to disciplinary actions.

**YOUR UNIONS POLICIES:** National policies exist regarding workplace harassment, health and safety, return to work, forest policy, etc.

**YOUR CO-WORKERS:** Some grievances will be simple complaints and some actual grievances. Be sensitive to cultural and/or belief differences that can exist.

**YOUR SUPERVISORS:** Find out who is who and whom you'll have dealings with. Try to gauge the extent of each supervisor's authority. Try to gain an understanding of individual personalities and know what their likes and dislikes are.

**ABOUT WORKING CONDITIONS:** Acquire a general knowledge of the work performed in your bargaining unit. Be familiar with the jobs in each department and the physical layout of the operation.

**ABOUT WCB:** You need to know about rights of entitlement, WCB procedures, and where to refer members needing assistance in WCB appeals. Check with your Union local on how it deals with WCB appeals.

**ABOUT LABOUR LAWS:** Canadian workers must abide by laws. Some of these laws create obligations for the union and you, as the United Steelworkers representative. You should have a basic understanding about which laws affect your fellow members. Although most laws are intended to help workers they often have the opposite effect when they are not enforced or are slanted toward the employer's benefit. Unfair laws are the main reason Unions get involved in politics.

**ABOUT THE ARBITRATION PROCESS:** Arbitration is the final step in the grievance procedure and although case decisions are not law, they do establish precedents. This is referred to as jurisprudence. By understanding how and why an arbitrator reached a decision relative to a certain clause of the collective agreement, you will be in a better position to present and argue a grievance to management.

**ABOUT YOUR LEGAL OBLIGATION:** The labour code of each province includes a section entitled the Duty of Fair Representation. This law simply means that all employees in the bargaining unit have a right to equal and fair representation by the union's agents including its Stewards.

**ABOUT YOUR UNION:** One of the key jobs you have is to help build the Union and create "Union Pride". Get to know the Union and understand how it functions.

**KNOW YOURSELF:** No one expects you to know it all. Know your strengths and limitations and rely on advice from others with more experience.

### **WHAT YOU NEED**

**COLLECTIVE AGREEMENT:** Most Steelworkers collective agreements are pocket size so that Stewards carry them at all times.

**SENIORITY LIST:** The employer is obligated to provide a seniority list to the Union every so often. Keep this list handy and updated with addresses and numbers.

**WORKPLACE RULES AND POLICIES:** Keep a printed copy with any employer correspondence reinforcing and/or amending those rules.

**UNION POLICIES:** Ask your Local Union for copies of United Steelworker policies. A copy of the Provincial Health & Safety Act: Obtain a copy of the provincial occupational health and safety act as some grievances that you encounter may be based on it.

**WHMIS MATERIALS:** You should have a copy of WHMIS (Workplace Hazardous Information System) in your Steward kit, to provide you with essential information of the use of dangerous chemicals and materials.

## **GRIEVANCE PROCEDURE & TYPES OF GRIEVANCES**

The Steward's most important role is the part you play in settling grievances. The vehicle you will use to achieve this is the "Grievance Procedure". Every contract has a Grievance Procedure that outlines the number of steps and who is involved in each of those steps. It is very important to know the correct procedure and the time limits associated with each step.

A typical Steelworkers grievance procedure will have four or five steps, with the first level of settlement between the grievor and his or her immediate supervisor. That step is usually verbal and is necessary to raise the issue and set the time clock in motion. If the matter is not resolved at the first step, then the grievance progresses in written form through the other steps which involve meetings of representatives from the union and management, and may progress to the final step of arbitration.

Generally, as each step progresses, the grievance will be more difficult to settle as management becomes further entrenched in their position. When that happens, the union will have to make a decision whether or not to proceed to costly arbitration.

Time limits apply to the progression of each step. Unless there is agreement between the union and management to extend or waiver them, these time limits must be followed. Any agreement to alter the time limits should be in writing. If management does not reply within the agreed time, the grievance should be moved along to the next step. (Unless otherwise stated, the time the grievance starts is when the Grievor becomes aware of the violation).

### **Types of Grievances**

As a Steward, you will get any number of complaints and be asked to deal with many problems concerning every aspect of working conditions at your workplace. You will even get complaints from members on matters related to the union and on some issues outside the workplace. In each case you will be asked to, or wonder if you should, file a grievance.

While being sympathetic you must be able to decide whether a complaint is just a complaint or a legitimate grievance. Once you make that decision, you must communicate your conclusion to the worker involved. You are also obliged to judge each complaint on its merits and not on your personal likes or dislikes. You may not particularly like the complainant for any number of reasons including their repeated complaining, whining or non-support of the union, but they still have a legal right to equal representation. Finally, if your feelings are so strong that you cannot be unbiased, you should ask another Steward to handle the issue and explain your reasons to the complainant.

### **Grievable Violations**

Your decision on whether a complaint is a grievance, or not, should be based on the following rules.

## **HAS ONE OF THE FOLLOWING BEEN VIOLATED?**

### **The contract**

Is where most of the rules governing the workplace are found and where violations are more clear and easier to investigate. If the issue involves a difference over interpretation of the contract it can create greater difficulty in settling the grievance and will involve much more research of decisions from previous cases that were similar.

### **A federal or provincial law**

Where you may have the option of grieving under that law and/or the contract, which may include stronger provisions dealing with the same issue. Examples of violations of law include issues covered by human rights legislation, occupational health and safety regulations, employment standards regulations, and the applicable provincial and federal labour codes.

### **A past practice**

which is not spelled out in the agreement but has been going on for some time with management's knowledge and agreement, whether formal or simply by not objecting to the practice. However, past practice grievances can be very complicated and difficult to resolve and for this reason should be governed by some of the following factors:

Has the practice occurred over an extended period of time?

Despite the practice possibly violating the contract, has either management or the union demanded that this part of the contract be enforced?

Has the practice been accepted explicitly or implicitly by both parties?

### **In the explicit case,**

the union and management have a formal agreement on the practice either orally or in writing.

**In the implicit case,** acceptance exists when neither party objected to the practice over a period of time.

Note: Arbitrators have usually ruled that a claim of past practice cannot be relied on unless the contract contains a specific provision to that effect. Arbitrators have ruled in a way that encourages the parties to be specific in the written agreement with regard to intent.

**Past practice can only be used to:** clarify but not alter the collective agreement where it is ambiguous or unclear, or prevent one of the parties from seeking to enforce its strict rights when the other party has conceded their rights because of an ongoing practice or procedure.

### **Employee rights**

When a worker has been treated unfairly or unequally by management.

These grievance are hard to win and like past practice grievances require much evidence and documentation of systematic discrimination. Any complaint based on discrimination or denial of equal rights should be treated seriously and thoroughly investigated and channelled into a violation of the collective agreement or the law. The general articles of the contract such as "just cause", where the employer is obliged to act in a fair and reasonable matter would cover issues like fair rights and discrimination.

The most common type of unjust treatment of employees is discipline that is too heavy. In other words, the punishment should fit the crime. It is difficult to determine whether discipline is appropriate, and grievances should be filed in most cases. The grievor will then be assured of an independent judgment and the union will be protected from "failure to represent" charges.

The above criteria are important for a Steward to know. If a worker comes to you with a problem, you will have to ask yourself, Does this problem violate the contract, law, past practice, or employee's rights?

### **Kinds of Grievances**

Grievances are classified by how they arise, where they come from and who is involved and affected.

#### **Individual Grievance**

An individual grievance is a complaint that an action or a lack of action by the employer caused a violation of the rights of a single individual as provided in the contract, law or some practice. The most common types of individual grievances are those involving discharge, improper layoff, discipline, demotion, classification or job posting dispute, harassment and denial of benefits such as payment for a statutory holiday or sick pay, etc.

These issues are types that usually only affect a single person and should be filed by that individual according to the procedure outlined in the contract. However, the Steward should also sign the grievance form to ensure the grievance is handled properly and the overall interests of the union are protected should the grievor at some point refuse to continue. (Management may falsely argue that you cannot file an individual grievance on behalf of the union.)

#### **Group Grievance**

A group grievance is a complaint where several employees have been affected the same way at the same time by an action or lack of action by management.

An example of a group grievance may be when management refuses to pay required report time or shift premium, or changes the start time of a shift or a certain group of workers.

If you file a group grievance, it is important that the group be clearly defined and that every affected member of the group sign the grievance. It is also good practice to include the legal abbreviation et al which has the effect of covering all group members by the grievance.

#### **Policy Grievance**

A policy grievance is a union complaint against the employer's action or lack of action. It is a violation of the collective agreement that could negatively affect all those covered by it.

While individual or group grievances could be treated as policy grievances insofar as they could potentially negatively impact the collective agreement as a whole, they are generally better filed in their proper category. A policy grievance normally relates to the interpretation, administration or application of the agreement rather than an individual or group complaint.

For example, management assigns a steady day shift employee to work a swing shift without regard to seniority. The union might grieve to establish seniority privilege as a criteria for job assignments even though the individual might not wish to complain. The grievance would be filed by the union because the practice may have an adverse effect on the collective agreement at some point in the future.

### **Union Grievance**

A union grievance generally involves a dispute directly between the union and management. The most common example is when the union grieves on its own behalf when management refuses to deduct or forward union dues. In each case, the union would consider that its rights have been violated and not just the rights of individual members. Most often contracts provide language for filing union grievances beyond the first stage of the procedure. It's important to note that undermining or violating the grievance procedure is itself a grievance and should be filed.

### **Borderline Grievance**

A borderline grievance generally occurs when there does not appear to be any clear cut answer to the situation as in many past practice complaints. In these cases the Steward should act more as an "attorney" than a "judge" and discuss the issue with a local representative before dismissing the members' complaint. Following this, if doubt still remains, a grievance should be filed with the expectation that the case may become clearer as more information is made available through higher steps in the procedure.

It's important to keep the member informed each step of the way, even if you must inform her or him that there are no grounds to pursue the issue as a grievance.

## **INTERPRETING THE CONTRACT**

The first document every Steward has to understand is the contract or collective agreement. Like any other document, it consists of words which are supposed to represent the agreed-upon intentions of the union and management negotiators. However, because people other than the negotiators are involved in making decisions at the workplace, mistakes are often made over the meaning of a sentence or clause or the contract is violated because it is convenient to do so at the time.

When contract interpretations are made, the meaning of a single word can have a major result in the outcome of a grievance. If you are not sure about a meaning of the wording you should consult your local union Business Agent or Officer who may have dealt with a similar situation in the past.

The following are some basic interpretation rules that will usually determine whether or not you have a grievance under the contract:

### **What did the parties intend when they made the agreement?**

The intent of the parties can be the most important part of contract interpretation and it can also be very difficult to determine in many agreements. When the intent of the clause is argued before an arbitrator, witnesses are called and if possible documentation-like minutes of the negotiation proceedings are produced. If you are in doubt about what was intended you should seek advice from your local which may have dealt with the issue.

### **The whole contract must be used.**

While at first glance it may appear that one part of the collective agreement supports a grievance you may find that other provisions do not. You cannot ignore those parts and only "cherry pick" those that are supportive. Your interpretation must come from using the entire agreement because the intent will usually be identified from using a collection of clauses or sentences.

### **Contract wording which is clear and definite will usually prevail.**

Arbitrators are forced to uphold the wording of the contract over any common practice whether or not that practice has been done by mutual agreement. Knowing this can sometimes help to determine whether or not to grieve a certain incident. A winning grievance may jeopardize a current benefit enjoyed by certain members over and above what may be in the agreement.

**Past practice will sometimes be recognized if the contract wording is vague and/or missing.**

If the parties have agreed to a certain practice either by discussion or by non-action for a period of time and the contract is not specific on the issue, an arbitrator may consider that practice to resolve an ambiguity. However, that resolve will not be made if it in any way alters or changes the intent of the agreement.

**Past decisions by arbitrators or agreement by the parties on similar cases can affect the present case.**

Although not always bound by previous decisions, most arbitrators will give considerable weight to those cases when deciding the present one. If the previous case was wrong or the facts of the present case differ in some way, including the amount of supporting evidence, then those facts must be offered to show how an error was made.

**If it's not in the contract, then it's usually excluded and should not be relied on.**

If, for example, the contract says that the paid holidays will be a certain number and is specific about which ones they are, it implies that those which are not mentioned will not be paid and therefore cannot generally be claimed unless there is some other side agreement which covers the ones not mentioned.

**Unwritten provisions may exist if they have a relationship and are consistent with the written parts of the agreement.**

For example, one part of the agreement may spell out certain benefits like lunch and coffee breaks for regular workers, while another part that deals with emergency or temporary workers does not mention those benefits. Because the issue of benefits are not mentioned in the part dealing with the non-regular workers, it can be implied that the two provisions interpreted together cover those workers as well as the regular ones.

**When the general contract and a special side agreement deal with the same thing but do not conflict, the side agreement will generally prevail.**

If the contract says that all employees will receive a half hour unpaid lunch break while a special agreement says that certain employees who are potentially on-call will be paid for their lunch break, the special agreement would take priority over the general agreement. In contract interpretation, reason will prevail over absurdity and unreasonable positions. If you can show that your interpretation of the collective agreement presents a much more reasonable approach toward a certain issue than the management's position, then in most cases your position will be upheld. This rule generally reverts back to the intent of the negotiators who would not likely have intended an unreasonable position.

**Management Rights**

Generally speaking, all rights which are not defined in the collective agreement or in various legislation belong to the employer and are referred to as "residual rights". Although arbitrators have generally upheld management rights when challenged, on occasion they have said there may be some limitations on arbitrary management decisions when they are done in "bad faith" or are "unreasonable". In some cases they have ruled that the general provisions of the collective agreement suggest that management has an obligation to at least discuss the issues with the union before imposing new or unreasonable rules or conditions on the workers. When you are not sure if management is acting within their rights, check with your local representative

## **THE GRIEVANCE INVESTIGATION**

The grievance investigation is the most important part of the entire procedure and is crucial to the success of the grievance. Many grievances that were lost might have been won with more thorough and accurate detective work. As in all other types of investigation getting to the facts starts with interviewing the grievor and all the witnesses, including any witnesses from management. Because each version of events may differ, you may have to re-interview some people several times. The questions you need to ask the grievor may be probing and unpleasant.

However, your goal is to get the truth, even if it means asking questions which may be embarrassing to the grievor or the witness(es).

Only when you have all the facts will you be able to determine whether there is a legitimate grievance.

Once you have heard all the stories, write them down and begin to collect relevant documentation. The best way to do this is by using a grievance Fact Sheet which you can download by clicking on the link, or which your local will provide.

These fact sheets lay out easy to follow procedures using the **Six W's: WHO, WHY, WHEN, WHERE, WHAT, AND WANT.**

**WHO is involved?**

The names of the grievor, witnesses and management representative who made this a grievance. Don't forget to include information such as seniority dates, job classifications and the Grievor's personnel file.

**WHEN did the grievance occur?**

On what day and what time did the act or omission that made this a grievance take place?

**WHERE did the grievance occur?**

Exact location, department, machine, etc. If the incident has potential to be complicated because of the location of witnesses, a drawing of the area is often helpful.

**WHY is this a grievance?**

What has been violated? It is the collective agreement, law, past practice or employee rights and ruling or awards, etc.? This "W" directs attention to what has been violated.

**WHAT has been violated?**

Is it the collective agreement, law, past practice or employee rights and ruling or awards, etc.?

**WHAT happened?**

What caused the violation to occur, including actions that may have happened prior to the culminating incident?  
What is management's contention?

**WANT-WHAT is needed?**

What are the adjustments necessary to settle the grievance?

What must be agreed on to place the grievor in the same position they would be in before the grievance occurred?  
You should demand full redress.

**Additional Information**

Additional information to fight the grievance could include written testimonials from witnesses, records of similar grievances including arbitration awards, supplementary agreements and past practices, etc.

Keep a Checklist and Records. The Fact Sheet entries, although important, are only a short form reminder of grievance information. Over the years grievance investigators have developed a checklist providing detailed information for various types of grievances

**The following lists will give you an idea of the important items that must not be overlooked:****Discipline and Discharge**

Just cause?

Complete statement of events leading up to discipline.

Date and times (important to document).

Supervisor's name.

Name, address, phone and statement of those involved (if any).

Employee's record.

Diagram of area (if applicable).

Article(s) of the collective agreement that have been violated.

**Job Posting**

Grievor's classification and seniority.

Grievor's previous classifications.  
Temporary position held by grievor.  
Date of promotions (if any).  
Pay stubs showing payment for jobs held.  
Grievor's experience on job denied.  
Name and seniority of employee awarded job.  
Copy of posting and Grievor's application.  
Article(s) violated.  
Job Postings - Improper or Non-Posting  
Classification of vacancy.  
Area in which vacancy existed.  
Name of employee who held vacancy.  
Name of employee who filled the vacancy (s).  
Shift at time of posting.  
Article(s) violated.  
Removal From Position  
Grievor's posted position.  
Date given the position.  
Grievor's qualifications.  
Reason(s) for removal.  
Job to which assigned.  
Name of junior employee not affected.  
Article(s) violated.

**Temporary Promotion**

Grievor's seniority and classification.  
Grievor's qualification.  
Classification of promotion that was made.  
Date of promotion.  
Availability of grievor at time of promotion.  
Name of supervisor involved.  
Name of employee promoted.  
Location promotion made.  
Instruction to grievor (if any).  
Exact work performed by grievor.  
Article(s) violated.  
Improper Pay - Work Assignment  
Grievor's regular posted job.  
Grievor's regular work schedule.  
Grievor's work schedule on day in question.  
Name of employees who worked in place of grievor (if any).  
Name of employee available (junior to grievor).  
Date of Grievor's last posting.  
Safety issue involved (if any).  
Rate of pay applicable to assignment.  
Exact work performed by grievor and instructions from supervisor.  
Article(s) violated.

**Demotion**

Grievor classification and seniority.  
Number of employees affected.  
Grievor's qualifications.  
Classification to which demoted.  
Names of junior employees holding higher rated jobs (if any).  
Name of employee performing Grievor's regular work (if any).  
Article(s) violated.  
Overtime

Grievor's classification.  
 Grievor's shift.  
 Date and shift overtime was scheduled.  
 Job to which overtime was scheduled.  
 Name and job of employee who worked.  
 Supervisor's record of overtime.  
 The actual work that was performed.  
 Article(s) violated.

#### **Statutory Holiday**

Same provisions as overtime grievances.  
 Seniority of grievor.  
 Seniority of employees who worked.  
 Vacations  
 Seniority.  
 Time requested.  
 Time given.  
 Grievor's qualification.  
 Name and job of junior employees.  
 Number of employees in work group.

#### **Supervisor Working**

Name of Supervisor(s) doing the work.  
 Type of work performed.  
 Amount of time worked.  
 Area where work done.  
 Grievor's classification.  
 Availability of grievor.  
 Transfers  
 Seniority  
 Department or job requested.  
 Name of new employees.  
 Grievor's classification(s).  
 Employees availability to replace grievor.  
 Date of Grievor's request for transfer.

This checklist should be started and information recorded as soon as possible following the incident or complaint. Although the complaint may not become a written grievance, your collection of accurate information will be valuable and may result in early settlement of the matter.

#### **PUTTING IT ON PAPER**

Writing up the grievance properly is very important and may determine whether it's won or lost or settled early. There is nothing complicated about writing the grievance and unlike the Fact Sheet, it should be very short and only contain the basic facts of the Six W's: Who, What, Where, When, Why and Want. You do not need to use legal language or get too fancy with the wording. Sometimes saying too much in the grievance form will lead to more complications.

#### **STICK TO THE FACTS!**

It is in the grievance meetings with the employer that additional details and evidence will be given and supporting arguments made. All locals have Grievance Forms and they are usually made in triplicate with a copy intended for the employer, the union, and the Steward.

The basic elements of information on the grievance form are as follows: Name of the grievor and job category including department, shift, seniority date, and employee number, if applicable.

**Date that grievance occurred and the filing date.**

A brief description of what happened and what has been violated (i.e.) Contract, Law, Past Practice or Employee Rights. If you specify a certain part of the contract, be sure to add the words "and or any other clause in the collective agreement or law which may be applicable". This will ensure that you will not be restricted to only one clause in your argument or limit an arbitrator's jurisdiction.

**Specify the remedy and redress you seek.**

In an individual grievance be sure to use the words I demand that I be fully compensated and my record be made whole. This will ensure that the grievor will suffer no losses such as seniority, holiday pay, etc. when the grievance is resolved.

Signatures of those involved including the grievor and Steward.

Remember that if the grievor won't sign the form and the integrity of the contract is at stake, the Steward should sign it and continue with the process.

**FINAL REMINDERS**

When you are proceeding with the grievance here are some final reminders:

- Never make promises. If you follow the steps outlined in the contract to the best of your ability, the grievor will know that you have given your best.
- Don't attempt to proceed with the grievance on your own. Consult with your full-time representative at each stage.
- Keep the grievor informed. If possible, have the grievor present at each step meeting. The grievor should also be informed of the Obey Now and Grieve Later rule, and in the case of dismissal, be informed to seek employment while waiting for a resolve.
- Clearly state the grievance: The nature of the complaint, the employer's action, what has been violated, and the specific relief demanded.
- Stay within the time limits. But, if you do miss the time limits, don't abandon the grievance. You may be able to overcome time violations through legal grounds, especially if the employer has been tardy in responding to the complaint.
- If you seek an extension of time, get the employer to agree in writing. If management breaches the time limit, serve notice that you are moving it on to the next step.
- Investigate promptly. Get witness statements early because memories fade and facts get lost. Collect available documents. e.g. medical certificates, letters, Grievor's employment history and work record, etc.
- Get Grievor's statement. Have it signed and dated.
- Find out about mitigating circumstances. Find out if there are any side issues connected to the incident or discipline imposed.
- Take **notes, lots of notes** at meetings. Sign and date all notes and forward them along with other information in the file.
- Withdraw grievances without prejudice or precedent. Including those words on any letter of withdrawal will preserve your right to grieve a similar issue in the future.
- Recognize the merits of the grievance. You, as the union's representative, have a duty to equally represent all members regardless of your feelings toward them.

**PRESENTING THE CASE**

Before you meet with management, stop and ask yourself if you have all the facts and information you need. Remember that it's best if you can settle in the first meeting, because senior management becomes entrenched and more reluctant to overrule the supervisors.

Be positive and unafraid and remember that you are not asking for a favour and if management does not agree you can always move the grievance to the next step. Although you do not need to bow with cap in hand, being heavy-handed may not get the job done either.

Some grievances will be settled if management wants to settle and are not scolded every time they make a mistake. Be calm and collected and rely on the facts.

Ask the question Why and wait for them to answer. Don't argue with their explanation, just wait until they finish and calmly correct any inaccuracies on their part. Remember that, in disciplinary and discharge cases, the onus is on management to justify their position. Let them do the talking and don't become defensive.

When it comes to grievance meetings, you and your supervisor are of equal status and each represents their position.

**KNOW YOUR FACTS**

You will not be able to outsmart management when you go into meetings, so you must plan your approach and strategy by deciding the most important points and how you will present them. If your facts are in order they will determine the outcome, not how bold or smart you present yourself to be.

**DON'T BE SIDETRACKED**

If management tries to change the discussion by introducing other issues, re-direct them back to the main issue and continue with your presentation. It is your right to offer your case at these meetings and if they don't want to listen, inform them that you will be moving the grievance to the next step.

**TAKE A POSITIVE APPROACH**

Don't be timid, just remember you're not asking for any favours. Remind the supervisor that you are only there to do your job, that the grievance has merit, and it should be settled without going further.

**DIRECT THE BURDEN OF PROOF TO MANAGEMENT**

Initially don't try to show them that they're all wrong. Let the supervisor try to justify their action and request any information they have which supports their position. It is usually not good strategy to box management in. Leave a door open for retreat without embarrassment.

**SETTLE AS QUICKLY AS YOU CAN**

Always remember that settling a grievance at the first step is best for all concerned. It relieves the grievor and allows the Steward and committee to get on with other union work. However, your ability to do that may depend a lot on the management structure at your workplace. You will soon find out whether the supervisor has any authority to settle and, if not, who does. If the issue is small enough, the supervisor may wish to "get rid of it" and agree to fix the problem.

**DISAGREE WITH DIGNITY**

When you disagree with the supervisor, don't grandstand by pounding the table or making threats. If in your mind you are right, simply say that you disagree and if you can't come to some settlement, you will be taking the grievance up with a higher level of management. Supervisors generally don't like to see labour relations issues go past them as it speaks to their ability to keep the peace and the job moving along. Whatever the outcome of your meetings always report back to everyone involved.

**WHEN YOU WIN YOUR POINT, MOVE ON**

Once management agrees on a point, don't dwell on that victory. Stop talking, and make notes of the areas or points of agreement. If management stalls or won't give you an answer, suggest that it appears they can't make a decision at this meeting and ask when they can. Regardless of whether their delay is justified or not, try to force

them into a decision by agreeing to a future date and time prior to the time limitation of the grievance step. If they don't respond by that time, file notice of moving on to the next step.

**MAINTAIN A UNITED FRONT**

Never publicly disagree with the grievor or another committee member. If you have a disagreement in a meeting, call for a brief recess and settle the areas of contention privately before continuing the grievance meeting.

As the Steward, you carry the ball. If it means the grievor must be left out for reasons of self-incrimination, then you may have to decide that, and ask for his or her input when checking certain data or information.

**DETERMINE A STRATEGY FOR YOUR PRESENTATION**

In some cases the union may know that the supervisor does not have the authority to settle a matter and consider not disclosing all the information they have in the first steps of the grievance procedure. If you "spill all the beans" right away it gives management the opportunity to fully prepare and respond to the union's presentation even before the grievance is written up.

Sometimes the technique of withholding information is not confined to the first steps. If it's determined that the level of management you're dealing with does not have authorization to settle and that it may be information valuable to a subsequent arbitration, the union, as well as the employer, may withhold information they consider crucial. The general rule is: Does this management level have the authority to settle?

**IF MANAGEMENT WANTS TO TRADE**

Sometimes management may want to "give you one" in return for dropping another grievance. If this happens, remember that each grievance stands on its own merits and should be treated individually. You may wish to check with your local union officials. Remember that you are bound by law to represent all members and grievances equally. Not acting on a particular grievance may result in legal challenges from the member involved in the grievance that was traded off.

**IF YOU WIN THE GRIEVANCE**

**MAKE SURE YOU GET THE SETTLEMENT IN WRITING** and forward all the information on to those involved and to the local officers or representative. This documentation can be used to benefit any future grievances of a similar nature.

**NOTE:** Never allow workers to take up their own grievances beyond the usual first step. They are at a great disadvantage because they are inexperienced, too emotionally involved and unlike the Stewards, don't have the same degree of protection and are subject to greater pressures from management when confronted with side issues like a poor work record, etc. Management may suggest that the grieving employee could be in greater difficulty the complaint is dropped.

If the Steward is asked to enter the procedure later and pick up the pieces, it will be much harder to reach a settlement because management has already rejected the complaint and won't be too quick to change their mind. If management repeatedly deals with only the complainant and not the union, the grievance procedure, and ultimately the union's strength, will become weakened.

**ARBITRATION**

When a grievance fails to be settled at the shop level with involvement by the various levels of union and management, the final step of the procedure is arbitration. Depending on your collective agreement and the provincial or federal legislation applicable, the grievance may be forwarded to a single Arbitrator or a panel of three called an Arbitration Board.

The arbitrator or board only has authority to interpret the agreement as written. They can not alter or amend anything in the agreement and are restricted to the words on the grievance form. It is for this reason that the grievance must be written in such a way that allows the arbitrator to use the entire agreement and relative legislation, rather than a single clause to rule on the matter.

The arbitration decision is final and binding and cannot be appealed unless it can be proven an error in law was made. The decision may also be enforceable by a court of law and usually establishes a precedent for future cases of similar nature.