

## Filling Out A Grievance Form

Filling out a Grievance is a fairly easy task, but a few common mistakes often allow Management to delay or ignore a Grievance entirely. To make sure we can demand a timely response to your Grievance, just follow these simple steps:

**Name.** Sounds simple, right? Not so fast. Remember, wherever possible we want to be filing Group Grievances. So, before rushing off to file an individual member's Grievance, think about the issue. Does it affect others in the office? If so, you may want to file a Group Grievance.

When filing a Group Grievance, here's what we do: First, write "See Attached" in the box where it says "Name of Employee" and "Job Title". Then you want to create a signature page that you will attach to the Grievance form. On the signature page, be sure to include spaces for members to print their Name and Job Title and also spaces for them to Sign and Date. Important: When filling out a Group Grievance, be sure to have different signature pages for each Bargaining Unit (Administrative Clerical, Professional, Primary Level Supervisors, Higher Level Supervisors.) You can use the same Grievance form, but you must have members sign a signature page with only members from their same Bargaining Unit.

**Designation of Grievance.** This is the section of the Grievance form which asks you to check a box to designate the Grievance as either "Contractual" or "Non-Contractual." Not sure what type of Grievance you have? READ YOUR CONTRACT! Still can't figure it out? Call your Staff Representative to discuss.

Wherever possible we want to be filing Contractual Grievances. What's the difference? Arbitration. Non-contractual Grievances are not heard beyond Step Two, which is the Departmental Hearing. In other words, the Grievance is never heard by anyone who isn't employed by Management. Obviously, the leverage we have in filing Non-Contractual Grievances is limited. Contractual Grievances inherently have more weight and are more likely to get Management's attention (and possible settlement of your issue) because you may pursue the Grievance to Arbitration, get a full and neutral hearing and get a decision which is binding and precedent-setting.

Once you have determined that the Contract covers the issue, you must list the Article and Paragraph (Section) you are claiming that Management violated. For example, if you are filing a Grievance because your manager is inappropriate and yells at workers in your office, you would check the Contractual box and next to it you would write "Article 2, Paragraph C, Section 6", which is where we find the language commonly referred to as the "Dignity Clause."

**Employee Statement of Grievance:** Here we use the old K.I.S.S. principle. The only thing you want to write in this box is the simplest description of the issue that you can come up with. If the manager is harassing workers, say "Manager Harasses

Employees” or “Manager Inappropriate Toward Employees”. You should not write a long narrative about how on such and such date the Manager called Suzie a \_\_\_\_\_ and on another occasion he yelled at Joe, etc. It’s a common mistake is for workers to write everything in this box (and add attachments) listing all they know about the issue: *Who, What, When, Why, Where and How*. Whenever possible, just give the *What*.

**To Correct My Grievance, The Following Should Occur:** Here we use the same principle as in the Statement of Grievance in that we want to keep it as direct as possible. Just be sure to write in this box the remedy you are seeking. Clearly state what Management must do to satisfy the Grievant.

**“I Will Represent Myself” (or) “My Representative Will Be”.** Workers do have the right to represent themselves in Non-Contractual Grievances ONLY. All Contractual Grievances must be heard with Union Representation because they interpret our Contract. The Union will also provide representation in Non-contractual Grievances, where appropriate.

You should decide, along with your Staff Representative, whether you will represent the employee(s) or whether the Rep will. Ideally, we would like Shop Stewards to conduct at least the Step One meetings, but Stewards are also permitted under the Contract to represent members at Step Two Hearings. Once you decide, remember to fill in the space next to **“Name of Representative”** and to write **“CWA Local 1037”** in the space next to **“Employee Organization.”**

Please note: We have had many examples of representatives of management calling Grievants who did not indicate that they wanted Union Representation and intimidating them and getting them to withdraw the Grievance. Management cannot do this when we clearly indicate Union Representation on the Grievance form – if they do, it’s a violation of the law called an Unfair Labor Practice.

**Signature and Date.** Don’t forget to make sure the worker signs and dates the Grievance form or that you attach the signature page(s) in the case of Group Grievances

### **Amending A Grievance**

Filed the Grievance and forgot something? Don’t panic, you can amend grievances up until the conclusion of the Step One Meeting. You can add to or remove issues you are grieving or remedies sought, as long as you don’t change the nature of your grievance.

## **Grievance Steps and Timeframes**

To be timely, the Grievance must be filed with 30 calendar days of when the event being grieved occurred or 30 calendar days from when the Grievant “should reasonably have known of its occurrence.” Once you have filed your Grievance in a timely manner, the following should occur:

<u>FROM</u>	<u>TO</u>	<u># DAYS</u>
Filing	Step 1 Meeting	10
Step 1 Meeting	Step 1 Decision	10
Step 1 Decision **OR**	Appeal to Step 2 Deadline	10
Step 1 Meeting (**If no decision from Step 1 is received**)	Appeal to Step 2 Deadline	60
Appeal	Step 2 Hearing	10
Step 2 Hearing	Step to Decision	20

Appeals to Step Three - Arbitration – will be made by the Staff Representative in conjunction with the assigned representative from the National CWA, but those appeals must be made within 30 days of the Step 2 decision or 30 days from when the Step 2 decision was due.

All of the above timeframes may be extended but by **MUTUAL AGREEMENT** only. That means that Management cannot sit on a Grievance and not respond, but it also means that we must comply with all the deadlines to appeal or the Grievance can be dismissed.