



JOB STEWARD MANUAL

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INTRODUCTION

AN OUTLINE OF MoveUP HISTORY

Our organization began when workers at the BC Electric Railway Company formed the Office Employees' Association (OEA) in 1921. Our union's name has changed many times over the years. In 1955, for example, OEA joined the Office Employees' International union but kept using the OEA name in British Columbia. In those days, the work week was 44 hours and included half a day on Saturday. Furthermore, men and women had separate salary scales and it was rare for a woman to go beyond Salary Group 5 on an 11-step scale. Women earned only the lowest wage rates and were allowed to do very few jobs.

Now of course, union members can aspire to any job in the bargaining unit for which they are qualified and there are provisions against discrimination. We believe that by working together through our union, we can negotiate with our employer as equals and have an effective voice in determining our working conditions.

1921	Our organization began when workers at the BC Electric Railway Company formed the Office Employees Association (OEA) in 1921.
1955	OEA joined the Office Employees' International Union (OEIU) but kept using the OEA name in British Columbia.
1960	OEA changed its name to OEIU local 378 in BC.
1964	OEIU changed its name to Office and Technical Employees' Union (OTEU). In those days, it was against the law for unions in BC to use the word 'professional' in their names.
1996	Once the laws regulating unions' names relaxed, OTEU changed its name to Office and Professional Employees' International Union (OPEIU) in line with the union's name across North America.
2004	OPEIU locals across Canada opted for Canadian autonomy and changed their name to the Canadian Office and Professional Employees Union (COPE).
2015	COPE Local 378 became MoveUP to better reflect the diversity of our members' fields and better align with our purpose: to invite people in and move forward with determination together

THE FOUNDING OF A CANADIAN UNION

Our union is now 100% Canadian. The 33,000 member independent Canadian union, Canadian Office and Professional Employees Union (COPE), was created on June 20, 2004 when the Canadian National Committee of the Office & Professional Employees' International Union (OPEIU) unanimously voted to separate from the US-based union and declare Canadian autonomy.

With speed and commitment that was truly inspiring, 24,410 members in Canada (74%) provided their authorization for autonomy in just a one-month period. The first

Canadian convention was held in November 2004 where a new COPE constitution and structure was formalized.

MoveUP STEWARDS

As a steward in your workplace, you are the spokesperson for your union. You are a vital link between the membership and the elected leadership. You speak for your fellow members in the day to day relations between the union and management. You speak for the union to your fellow members about the union's purposes and policies. For many members that don't attend union meetings, you may be the only union representative that they come in contact with.

You can ensure success in collective bargaining and build a strong and effective organization. It is your work and attitude that maintains members' confidence in the union. You, the steward, make the provisions of the collective agreement a reality – something more than a mere collection of words.

The material contained in **YOUR JOB STEWARD RESOURCE GUIDE** is a guideline of information that will assist you to fulfill your obligations to your fellow members and gain experience. Remember though, this manual can only serve as a guide to you. Please contact a union representative at the union office for any further information when necessary.

As an organization which strongly promotes the education and organizing of its membership, we believe that this resource guide will become a valuable asset as you perform your duties as a union representative. We commend you on your commitment to your fellow workers and to our union.

YOUR ROLE AS A JOB STEWARD

To the average employee, the steward is the union. The steward is the union officer who sees the membership every day; who works with them every day.

A steward must be:

- HONEST** - be sincere
- CONFIDENTIAL** - Ensure member's information is kept confidential. (see confidentiality paper in the "Job Steward's Information" section of the MOVEUP website)
- HARD WORKING** - be an example of the dictum, "a fair days work for a fair days pay"
- FAIR** - listen to all points of view carefully
- hear what the members are saying
- all employees in the bargaining unit have a right to equal and fair representation
- FRIENDLY** - listen to the members' complaints, problems, successes
- ENTHUSIASTIC** - involve people in the union because of your own involvement
- COURAGEOUS** - know when to tell members they are wrong and say so (politely)
- stand up to the company when the union has a point to make
- EFFICIENT AND EFFECTIVE** - secure the facts and seek justice in a fair manner with the least delay possible
- avoid jumping to conclusions
- KNOWLEDGEABLE** - know and understand the contract and labour laws, and the union constitution and bylaws
- know and understand the members and management as individuals.

A steward follows through on all requests until they are resolved.
If you're not sure about a grievance issue, check with your Union Representative

CONFIDENTIALITY

Information about the affairs of this union, including information about members, is privileged and confidential. Each member has the right to have all information about her/him kept strictly confidential. Job stewards shall not disclose any information on members or make the contents of any member's file available, or issue any report which may identify any member unless:

1. The member has given permission for such information to be disclosed, or;
2. The record or file, or its contents, are required through legal order.

Where confidential information is requested and neither of these criteria applies, job stewards must state that they are not authorized to release the requested information and must then refer the individual to the appropriate union representative.

WHAT A STEWARD MUST KNOW

1) **KNOW YOUR COLLECTIVE AGREEMENT:**

The collective agreement is your contract of employment – it states what the employer and the union can, or cannot, do. Without a thorough knowledge of the agreement you will not be in any position to advise, guide or represent the members.

Read the agreement and discuss its meaning and interpretation with your union representative. When you know not only what the agreement says but also what it means, you will be able to ensure that your members get all the protection the contract gives.

2) **KNOW YOUR EMPLOYER'S POLICIES AND WORKPLACE RULES**

Many employers establish a list of rules that are completely outside of the collective agreement. Get to know what the ground rules are in your workplace, particularly those that refer to disciplinary actions. The employer is legally obliged to broadly communicate their policies and rules to its employees.

3) **KNOW YOUR DEPARTMENT**

As a steward you should have some understanding of the job each of your members do – what duties are expected of them and what rates are paid.

Keep your records in order. Keep up to date on all developments.

Record everything that happens in your area that fall within the scope of the collective agreement, whether or not you were formally involved.

When you leave the role of steward, be sure that your replacement receives all your material in good order.

4) **KNOW YOUR MEMBERS:**

Everyone is different and you must recognize that difference.

Know who is short tempered and who is easy-going; those who are reliable and those not; and who has well-thought positions.

Your challenge is to carefully analyze problems and make decisions based on the merits of each case, regardless of which worker(s) is involved.

5) **KNOW YOUR UNION:**

Your union's history, principles, and political and financial structure, policies and procedures are all discussed at the local's weekend educational seminars and job steward Meetings.

Other sources include the Local Voice, bulletins, and discussions with your union representative, executive councillor, executive board members, and OH&S/WCB

representative (see www.moveuptogether.ca). Please consult all of these sources to give yourself a good working knowledge of your union.

6) **KNOW YOUR GRIEVANCE PROCEDURE:**

Enforcement of the collective agreement depends on the grievance procedure. This is such an important aspect of your responsibility that an entire section of this resource guide has been devoted to grievance handling.

7) **KNOW YOUR PROVINCIAL & FEDERAL LEGISLATION:**

Stewards should have some working knowledge of statutes dealing with labour and working conditions.

8) **EDUCATE YOURSELF:**

Attend every meeting so that you'll know what is happening within the union.

Read all union bulletins and newsletters so that you can answer questions relating to policy.

Know your union constitution and by-laws so that you'll appreciate how the union's decisions are made.

Attend MoveUP's annual job steward seminar and various other educational seminar. Some examples of courses that may be offered are: Job Steward Level 1; Job Steward Level 2; Collective Bargaining; Arbitration; Health & Safety and Public Speaking. Your local labour council and/or the CLC also offer many training opportunities.

9) **TRIENNIAL CONVENTION**

The union holds a convention every three years. Convention is the supreme authority of the union, subject to the provisions of our constitution.

Depending on the entitlement in your area, job stewards are eligible to be delegates at convention.

9) **KNOW YOUR RIGHTS AS A JOB STEWARD:**

The Labour Relations Code ensures rights as a union representative.

Your collective agreement sets out your rights in the workplace. You must exercise those rights.

In dealing with grievances and representing your members, you change your role from employee to job steward. You have a responsibility to represent your members and as a representative of the union, you are on equal footing with any representatives from management. Ensure you set an example and conduct yourself in a manner that earns the respect for yourself and your position.

DUTIES OF A STEWARD

Setting the Stage with your Supervisor

- 1) You've just been appointed or elected a job steward and/or you've just come back from a MoveUP job steward training seminar. It is important to advise your supervisor or manager that you are a MoveUP job steward. You should advise him/her of your duties and responsibilities. Set the stage with your employer so you both know what to expect.
- 2) Before you meet with your supervisor, you should be prepared for your discussion:
 - Read your collective agreement, especially the sections regarding union recognition; and
 - Know your Rights and Responsibilities as a union representative.
- 3) Explain you will be required from time to time:
 - to meet with member/grievors or management to investigate complaints;
 - to be introduced to and spend time with members new to the department in "member orientations"; (check your collective agreement for provisions pertaining to new member orientation, you may be allowed to do this on company time).
 - to distribute bulletins and union materials;
 - to possibly require the use of a photocopier, fax, telephone or email to expedite resolution of workplace problems.

Let your manager know that you want to handle both your responsibility as an employee and your responsibilities as a job steward in an effective and professional manner. Tell your employer it is important to you to have a workable and responsible working relationship. Be sure your manager knows you appreciate you have a job to do for the employer, but be sure your manager understands you also have a job to do representing your members as their job steward and ensuring workplace problems are resolved as quickly as possible.

- 4) Take your collective agreement with you to your meeting with your employer. Point out some of the pertinent sections in the collective agreement and let your manager know that when you are required to perform union business you will let him/her know. For example, if you will be investigating a workplace problem, advise him/her that you will be away from your workstation, for approximately ½ hour while investigating a problem or grievance.
- 5) Ask your manager or supervisor to introduce you to all members new to the work site. Advise him/her that you will require some time (approx ½ hour) to talk to the member about the union. Check your agreement to see if you have a provision for company time to talk to new members. Work with your manager to agree on a time when it is not so busy. Use common sense. If issues are emergent, they will have to be dealt with more quickly than other issues, such as

distributing a bulletin, for example. Don't abuse your role as job steward. Utilize coffee breaks or lunch breaks to talk to members about general union business. Understand your rights as a job steward to know when you are entitled to company time. Contact a union representative at the union office if you encounter problems getting time off for union business.

MEMBERSHIP BILL OF RIGHTS AND RESPONSIBILITIES

Members have the right to work according to
The rules of the workplace – the collective agreement.

Members have the right to grieve if they believe the rules of the workplace
have been broken.

Members have the right to expect that their grievance will be
handled and resolved within the time limits of the
collective agreement.

Members have the right to be updated, on a minimum of a monthly basis,
Regardless of progress, on the status of their grievance.

Members have the responsibility to report any violations of the collective
agreement to their job steward or councillor.

Stewards and councillors have the responsibility to investigate and
respond to members' grievances.

Stewards and councillors have the right to expect a response to
phone calls, emails and faxes within one business day from the union office.

Members, stewards and councillors have the right to expect out of office
messages on email and voice mail if the union office staff
member is unavailable.

If a member does not feel their concern has been addressed in the
appropriate manner, they have the responsibility to call first their steward
or councillor, then their board member and then their vice-president to
address the issue.

What a Steward must do

1) COMMUNICATE FOR THE MEMBER:

It is your duty to assure that the provisions of the collective agreement are being followed. This can mean talking to your supervisor/manager regarding their application of the agreement, and/or calling a union representative.

You should call the union representative whenever you are in doubt about your interpretation of the problem and whenever you have pointed out an infraction to your supervisor/manager.

You must also carry the members' message back to the union. If the problem centers on union policy, let your executive councillor know. The proper forum for discussing and changing policy is at executive council and executive board meetings.

If the problem centers around collective bargaining, the collective agreement and agreement administration, call a bargaining committee member or a union representative.

And, of course, if you consider the problem exceptionally important or have felt that the other avenues did not result in a satisfactory resolution, you are always free to call or write to the President.

2) KEEP THE MEMBERS INFORMED

Being the representative of the union closest to the membership, you are the most visible and accessible representative of the union.

You must continually keep the membership informed of union activities and policies. Often telling them what is being done is not enough; you must tell them why.

Always distribute union material promptly to all members and leave some copies in the lunchroom. If you have a union bulletin board, be sure to keep it up to date and tidy.

And, speaking of lunchrooms, that can be one of your best opportunities to chat with the members about union affairs. Take the time with individuals to set the record straight, or to nip rumors in the bud. Rumours can cause fear and divisions among workers. Find out the truth quickly and pass the information along to your fellow workers. This will add to your credibility in dealing with future issues.

Encourage the members to read the union material by stimulating discussion on its contents.

3) PROVIDE LEADERSHIP:

The basis of the type of leadership we are talking about is a strong, effective group. Unless you have the enthusiastic support of the members in your area, you will not be very effective in enforcing the collective agreement.

Make a point of being available to members who you may not see during the normal course of your work. Members who are uncertain of their rights may also be uncertain of how to approach a steward whom they don't know.

When a problem does arise, deal with it. Get the facts, tell the members you'll look into it immediately, and get back to them with an answer or a planned course of action as soon as you have it. If it's a problem that may take several days to unravel, keep them informed – if only to let them know you're still working on it.

Keep a diary of all such discussions

4) GREET NEW MEMBERS:

First friendly face.

Always introduce yourself to new members as soon as they start in your area and endeavour to answer any questions they may have about the union. If it's something you don't know, be sure to find out for them and let them know as soon as possible. New members will receive a membership card from the union office as well as a Member Orientation Handbook. Please let your members know the handbook, as well as new member orientation videos, are available by visiting <http://moveuptogether.ca/about/how-MoveUP-helps-you>.

Explain your function as steward and help the member feel that you are easily approachable. Make sure they have a copy of the collective agreement. Give them your phone number and let them know your work location.

Point out some of the benefits in the agreement that have been achieved recently and be sure they know their rights under the grievance procedure. Encourage them to see you with any questions or problems they may encounter.

Try to get back to new members a week or so after you first approached them and ask if they've had a chance to look at the collective agreement and the Member Orientation Handbook. It helps to be armed with a few more interesting "union facts" at this time – you want to encourage questions and discussions.

Always have a few extra copies of the collective agreement, the MoveUP constitution and bylaws and the Member Orientation Handbook available to give to members who may not have one. You can get additional copies by calling the union office.

5) GET MEMBERS ACTIVE:

The first step is to get them out for meetings.

Bargaining Unit Meetings are normally held for very specific issues like agreement ratification and/or rejection. It's at these meetings that members can express their views regarding the contents of their collective agreement.

And remember – stewards can set up a special meeting between the members in their area and one or two union representatives and/or executive officers by making arrangements with the union office. These meetings can be especially helpful during negotiations or at times of uncertainty in your department.

IN SUMMARY:

Be a communicator;
Be an educator;
Be a leader;
Be an organizer;
Be a sounding board;
Be aware.

PROFILE OF A STEWARD

What is a Job Steward?

A job steward is the representative of the union at the worksite. He/she is in the frontline of the union in its dealings with management. Job stewards have been defined as the cornerstone of which a union edifice is built.

The Job Steward Must:

Be an Organizer

- Work for 100% active union membership in your department
- Know your membership and encourage them to participate in the union and attend all meetings.
- Hold departmental meetings and discuss problems with union members as often as possible.
- Set an example and earn the respect that your job deserves.

Be an Educator

- Explain what your local is doing and why they are doing it
- Give information; distribute union publications; explain labour legislation and its effects on your membership
- Attend union courses yourself and encourage your members to attend
- Refer union members' out-of-office personal problem to Employee Assistance Program (EAP) if available.
- Learn from your membership. Education is a two-way process. Unless you learn from your members – from their knowledge, experience and moral strengths – you cannot be a good educator yourself and you will fail to give them encouragement
- Reiterate the benefits and gains of belonging to your union.

Be a Leader

- Develop teamwork by talking with your members and asking their advice
- Work with all your department; speak up for them; act promptly and decisively; keep your work; work to abolish the workers' fear of the boss by showing you are unafraid and expect to be treated as an equal
- Rely on the cooperation and solidarity of your membership, without which no union leadership is effective.

Be a Communicator

- Keep the members informed about what happens at union meetings, about planned union activities and the plans of your employer
- Refer your members to the bulletin boards but don't use these as a substitute for giving information personally
- Know and explain the Constitution and By-Law provisions, especially with respect to dues, membership, withdrawals, transfers, elections, etc.

Be a **Sounding Board**

- Encourage workers to come to you with their problems or comments
- Listen to your members
- Follow up their troubles; keep them informed
- Give credit where credit is due
- Squelch all rumours – follow up to get the facts

Be **Politically Aware**

- Know the provincial and federal legislation that affects you, your members and the union
- Know how to work for improved legislation
- Take part in local community and political activity and encourage your members to do the same.

Rights of a Job Steward

In a Labour Relations context, all rights stem from the collective agreement. In almost all collective agreements, job stewards are mentioned in the context of grievance procedure, employee orientation, etc. A steward must read the collective agreement to know what his/her rights are. Then exercise those rights.

THE STEWARD AS ADMINISTRATOR

1) **DISTRIBUTION LIST:**

Be sure the union office always has your current work address, telephone number and email address.

As the number of members in your area changes, please inform the union office.

Please keep files of all materials you receive for distribution to the membership and another for “stewards only”. These files come in very handy for future reference.

2) **MEMBERS’ CHANGE OF ADDRESS:**

It is very important that the union office always has the current address of all members. Not surprisingly perhaps, the union tends not to be on the list of change of address cards that members send out when they move.

As stewards, you can be of tremendous assistance by completing the change of address forms for them and sending them to the union office. The Change of Address forms can be obtained on our website under “Forms” at www.moveuptogether.ca .

You can also direct members to the MEMBER PORTAL section of the MoveUP website where the member can send in an up to date address change online.

3) **JOB STEWARD APPOINTMENTS:**

New job steward appointments must be handled through the MoveUP office, in co-ordination with the vice-president of your bargaining unit.

The procedure for appointing job stewards is as follows:

- An “Expression of Interest” bulletin will be posted in your worksite.
- If more members are interested than positions are available in that area, an election may be held.
- Once a steward has been selected, their name is forwarded to the executive board for approval.
- Post the name and telephone number of the new steward and alternate on the bulletin board.

During the triennial elections you will be asked if you wish to continue in your role as a job steward. Completing the form and returning it to the union office will confirm your request to remain a job steward.

4) ATTENDING STEWARDS' MEETINGS / SEMINARS:

You will receive advance notice of all meetings requiring your attendance. Please do the following:

- If you will be off work
 - Advise your immediate supervisor
 - The union office has advised the company's Labour Relations department in writing
 - If your supervisor has any questions, have him/her call the Labour Relations department.
- If you are from "Out of Town"
 - Please contact the union office to make travel and hotel arrangements
- If you are unable to attend a steward meeting
 - The official Alternate job steward may attend in your place
 - If neither you nor the alternate will be attending, please notify the union office

5) EXPENSE CLAIMS:

A steward is entitled to claim for authorized expenses in connection with his/her official activities while on approved business on behalf of the union. Expense claims are available from the union office.

APPROVED BUSINESS includes board meetings, council meetings and job steward meetings, which you are authorized to attend. It may include other meetings and functions which you are specifically directed to attend by the President or a staff representative acting on behalf of the President. It does not include general membership meetings or general bargaining unit meetings.

AUTHORIZED EXPENSES ARE LISTED IN DETAIL IN THE MOVEUP EXPENSE POLICY, AS WELL AS ON THE EXPENSE CLAIM FORM.

Note: AUTHORIZED EXPENSES ARE SUBJECT TO CHANGE BY VOTE OF THE EXECUTIVE COUNCIL.

All claims must be submitted on the union's expense claim form. The claim must be signed, bear the claimant's address and must be accompanied by the relevant receipts and vouchers.

Claims must contain substantiated information including dates, details of expenses incurred and purpose/reason for the expense(s). A leave of absence for union business form must be completed for all occurrences which involve lost time from work whether the company pays you wages and reclaims the cost from the union (as at ICBC, BC HYDRO, BC TRANSIT, etc.) or whether the company docks your wages (as HERTZ, etc). In the latter case, the leave of absence for union business form must be accompanied by an expense claim.

YOUR ROLE IN COLLECTIVE BARGAINING

THE STEWARD'S ROLE IN COLLECTIVE BARGAINING

Collective bargaining is a process whereby the representatives of the membership in a particular bargaining unit try to achieve the best possible contract settlement on behalf of the members in that bargaining unit.

The employer of course has his own set of objectives and tries to give up as little as he possibly can.

The union's membership plays a crucial role in this economic struggle because the membership can withdraw or manipulate the supply of labour; we call it job action.

The employer, on the other hand, controls the supply of jobs. His ultimate economic weapon is the lock-out.

The employer has a distinct advantage in this power play, not only because of vastly greater financial resources with which to withstand a confrontation, but also because only a very small group of people (perhaps a single individual) decides what the final bargaining goals are to be.

The bargaining unit membership on the other hand is composed of a very diverse group of individuals, each with unique goals and expectations. What is sufficient for some won't provide adequate food, clothing and shelter for others.

Out of this conglomerate must come the appearance that there is only a single settlement that is acceptable to all. It is the onerous task of the bargaining committee to balance the legitimate interests of minorities against the more visible wishes of the majority.

Many factors must be weighed to reach that end point; too many and too complex to explore fully here, but among them;

- the expectations of a significant majority of the membership
- the employer's willingness (and ability) to pay
- the economic environment
- the relative costs and benefits of job action to both sides
- the timing of job action and/or settlement

You, as steward, play one of the most crucial roles in this process. It is you who must provide the leadership required to keep the always diverse (and occasionally even hostile) elements of your group from providing the employer with the information he needs to determine that offer which has just the slightest chance of being acceptable to a bare majority of the members.

Or what may even be worse, enable the employer to find the issues which could drive a divisive wedge between the various self-interest elements of the bargaining unit and leave the membership and the Collective agreement in shambles.

How do you do it?

The best tool with which to fight destructive attitudes and declining morale is knowledge.

Knowledge, with respect to collective bargaining, comes in two forms. One is the day-to-day knowledge of how the negotiations are progressing. Though the policy of Local 378 is to disseminate information as quickly as possible, this type of knowledge is usually thin, fragmented, and often well after the fact. All of these leave plenty of margins for the rumour mill to start up.

A far stronger and more permanent type of knowledge is the understanding of the process of collective bargaining. Knowledge of how it works, and why it works that way, provides the understanding which people require in order to get them through these anxious and frustrating periods.

As steward, one of your most crucial duties is to obtain an understanding of the process of collective bargaining and to pass this understanding along to your fellow members. We can review the procedures here, but to get a good understanding of the process beyond the mechanics requires some supplementary reading.

Who Bargains for the Members?

- The union President appoints the number of members who will sit on the bargaining committee after considering the needs of the bargaining unit.
- The MoveUP Bylaws state that any executive board member automatically is entitled to sit on the bargaining committee.

Procedure of Collective Bargaining

- 1) Membership submits proposals
- 2) Proposals ratified at meetings specifically called for the purpose
- 3) Notice to commence collective bargaining (up to 4 months prior to expiry date – Labour Relations Code) served on the employer
- 4) Proposals exchanged with employer
- 5) Both parties explain the rationale for their proposals
- 6) Negotiate and sign-off specific proposals where agreement has been reached

NOTE: The Bargaining Committee's signature does not constitute final agreement until the complete package (i.e. collective agreement) has

been ratified by the membership of that bargaining unit at meetings specifically called for that purpose.

If the parties are unable to reach agreement on a package (i.e. the Bargaining Committee cannot recommend a settlement to the members):

- 7) A strike vote is taken by secret ballot at meetings specifically called for the purpose
- 8) Your bargaining committee returns to the bargaining table in an attempt to settle the outstanding issues, if still unable to negotiate a recommendable settlement;
- 9) 72 hour strike notice is served on the employer; NOTE: there is no obligation on the union to actually take strike action after 72 hours, or at any time.
- 10) Either or both parties may request the services of a mediator.

NOTE: If a mediator is appointed the union is precluded from taking strike action, and the employer is precluded from locking out until such time as the parties are informed that the Minister of Labour has received a report from the Mediation Officer indicating that he has been unable to effect a resolution to the dispute. The Mediator's term of appointment is normally 20 days, except that it may be extended by agreement of the parties.

- 11) Strike action may be taken;
NOTE: Strike action includes such activities as banning overtime, working to rule and selective withdrawal of services.
- 12) The membership ratifies the terms of settlement for a new collective agreement by secret ballot vote at meetings specifically called for the purpose.

What is a Collective Agreement

Collective agreements are usually defined by statute as written documents between employers and trade unions. More specifically, they are defined as agreements:

...in writing between an employer or an employer's organization, on the one hand, and a trade union that, or a council of trade unions that, represents employees of the organization, on the other hand, containing provisions respecting terms and conditions of employment or the rights, privileges or duties of the employer, the employer's organization, the trade union or the employees.

An essential ingredient of a collective agreement is that it be between an employer and a trade union. The agreement must be signed and in writing.

A collective agreement is a contract of employment between the parties, being the employer and a trade union. It is a legal and binding document.

It is the responsibility of the job steward to know the terms and conditions of the collective agreement and ensure they are enforced.

You are the key

Except for the union representative, you should know your collective agreement better than anyone in the bargaining unit. You also know the clauses of the agreement which are particularly important to the members in your area. You are, therefore, in an excellent position to monitor the agreement and develop notes on the strength and weaknesses of various clauses.

Keep a file of your notes and pass the information to the union representative with proposals are solicited prior to each agreement expiry date.

Get your members involved by encouraging them to think about various aspects of the contract that are of special interest to each of them and encourage them to submit their own thoughtful proposals. Such proposals should be limited to addressing the inadequacies of the current collective agreement and proposing realistic improvements.

This is also a good time to get members talking about the agreement. You can encourage discussion and help members to understand the meaning and intent of various clauses. Make it topic for discussion at coffee break or during the lunch hour.

Once the proposals have been ratified, some measure of secrecy becomes important. The reason for this is rather simple. If the employer knows what proposals the union is going to present to him, he will simply come up with a set of proposals which specifically counter the union's. (refer to "Confidentiality Paper" in job steward section of the MoveUP website).

Being faced with a set of counter proposals, which are intended to counteract each (or any) of your own proposals, is not the sort of situation which leads to fruitful collective bargaining.

While collective bargaining is underway, you must be continually alert to efforts by the employer to undermine the confidence and morale of your members. Assure your members that their elected representatives on the negotiating committee always have the total membership's best interest in mind.

If there are any specific criticisms regarding collective bargaining, be sure they know that you, their steward, will pass the message along quietly and to the right people. This is not a time of displaying overt displeasure in your bargaining committee in front of management.

Help the members realize that ad hoc negotiations with their managers or openly displaying dissatisfaction with their elected representatives serves only to damage their own cause.

The following is a reminder list of do's and don't for membership during collective bargaining:

- DO support your bargaining committee's efforts and strategies
- DO attend and vote at all union meetings
- DO support the democratic decision of the majority
- DO recognize that it is not in your own best interests for your bargaining committee to release detailed information until negotiations are almost ended, and then such information is released at membership meetings
- DO put a quick stop to rumours by getting the correct facts from your job steward.
- DO maintain confidence and solidarity
- DON'T let management know what you would accept**
- DON'T discuss any part of the negotiations with management**
- DON'T let management know if you are not happy with your bargaining committee**
- DO let your bargaining committee know (privately)
- DON'T circulate petitions of any sort**
- DON'T pass any union materials (bulletins, etc.) to management**
- DON'T believe anything you hear or see in the news media unless it is confirmed by your bargaining committee**
- DON'T perpetuate rumours**
- DON'T criticize the democratic decisions of the majority**

**TALK to Stewards, Officers and/or Staff of the Union,
NOT management, about your concerns!!**

THE GRIEVANCE PROCEDURE

TEN STEPS FROM COMPLAINT TO ARBITRATION

1. The member approaches the job steward with a problem and discusses the problem with the steward. The steward should ask the member to write out the details of their complaint.
2. The job steward fills in the Union Fact Sheet (found under the steward resource section of the MOVEUP website) as part of the investigation and attaches any written details from the member.
3. The steward and member can hold a complaint stage meeting with the supervisor. The steward and/or member make notes of the meeting. The notes of the meeting and the Union Fact Sheet, form part of the investigation and should be copied to the union office.
4. If the steward decides if there is a grievance, the steward needs to fill out a Grievance Form (found under the steward resource section of the MoveUP website). Once the steward has completed the Union Fact Sheet and the Grievance Form, contact the administrative assistant assigned to your bargaining unit and send in the Union Fact Sheet and the Grievance Form to the union office.
5. On behalf of the job steward, the union office then issues a grievance file number to validate the grievance, and sends a copy of the Stage I Grievance Form to the company and to the steward. The steward and member conduct the Stage I grievance meeting with either the steward or member taking notes. The grievance hearing notes are copied to the union office.
6. The company sends the Stage I written reply to the MoveUP office. The union office sends a copy of the Stage I response to the steward.
7. If the grievance is not resolved, the union may refer the grievance to Stage II of the grievance procedure. The steward and executive councillor and/or union representative schedule a Stage II grievance meeting and usually takes the grievor along. The written reply at Stage II is received in the union office. A copy of that response is sent to the steward.
8. If the grievance is still not resolved, similar procedure is followed at Stage III.
9. The grievance is the property of the union. It may be decided not to pursue the grievance. This may be appealed to the Arbitration Review Committee, comprised of the three elected Vice Presidents. The grievor may be present at the hearing. The decision may be appealed to the Executive Board whose decision is final.
10. If the grievance goes to arbitration, the grievor and job steward will be advised of the arbitration hearing date.

GRIEVANCES

Violation of an employee's rights on the job constitutes a legitimate grievance. Such rights are established by the collective agreement and any relevant legislation.

It is the duty of the steward to investigate all the facts surrounding such an alleged violation and report it to a union representative at the union office.

The following pages will serve as a guide to help with your investigation. If you encounter any major difficulties, the union office is just a telephone call away.

Because most of the rules governing the relation of an employee to his/her job are contained in the collective agreement, this is the first place the steward should look to see if the complaint is a legitimate grievance.

Following are the major types of grievances which may arise from improper application of the collective agreement:

1. **SALARY ADMINISTRATION – failure to pay the agreed rate, including:**
 - base salary
 - step increases
 - acting pay (temporary promotion pay)
 - shift premiums
 - vacation pay
 - call-out pay
 - standby allowance
 - overtime
 - traveling allowance
 - paid meals

2. **ASSIGNMENT OF WORK AND PLACEMENT OF EMPLOYEES**
 - improper transfer
 - improper promotion
 - improper allocation of work (as in overtime)
 - improper lay-off or recall
 - misapplication of bumping procedure

3. **DISCIPLINARY ACTION**
 - unreasonable policies
 - penalties without just cause
 - employees not properly notified of policy or penalties notification must consist of:
 - 1) verbal warnings
 - 2) written warnings

4. **PHYSICAL WORKING CONDITION**
 - unsafe or unhealthy working conditions (could also be violation of provincial safety laws)

5. **MANAGEMENT PRACTICES**
 - abuse of authority
 - intimidation or coercion
 - over-supervision (snooping)
 - inadequate supervision (failure to instruct properly)
 - bargaining unit work done by non-bargaining unit personnel
 - discrimination
 - favouritism
 - improper contracting out

6. **PERSONAL RIGHTS AND PRIVILEGES**
 - leaves of absence
 - failure to accord equal treatment (discrimination)
 - freedom from harassment

7. **VIOLATION OF UNION RIGHTS**
 - failure to bargain in good faith
 - failure to give proper representation (eg. stewards not assigned overtime)
 - undermining the union
 - undermining the grievance procedure

Violation of **FEDERAL** or **PROVINCIAL LAW** is cause for a grievance. Stewards should have some working knowledge of statutes dealing with labour and working conditions. All suspected violations must be immediately brought to the attention of both the appropriate manager and a union representative.

A contradiction of **PAST PRACTICE** can be cause for a grievance in areas where the contract is silent or unclear.

Where the collective agreement is unclear, or is being interpreted differently by the union and the employer, other evidence can be used to determine what was the true intent of the collective agreement.

This evidence can include the intent of the parties at negotiation, settlement of previous grievances on a similar matter, the trade usage of certain words, and past practice between the parties.

PAST PRACTICE is useful only if it clearly supports your interpretation of the agreement, and when this past practice has been accepted explicitly or implicitly by both parties. If the past practice sometimes supports one interpretation and sometimes the other, or when the other party can argue that past practice was a mistake, the past practice is of little assistance.

Past practice which has been mutually accepted by both parties repeatedly over an extended period of time is very persuasive in supporting an argument that a particular meaning was intended by the parties.

If either party knows or should have known that a certain practice was in violation of the collective agreement and yet did nothing to demand enforcement of the agreement, that

party will likely be prevented from trying to enforce those terms of the agreement at a later date.

COMPANY POLICY is enforceable by the company only when it does not contradict any laws or the collective agreement. Where there is a conflict between company policy and your rights under the collective agreement, the agreement takes priority.

Failure of the employer to live up to his responsibilities, particularly in the areas of working conditions, health and safety can also be cause for a grievance.

Remember, every grievance must be supported by FACTS, it is your duty as steward to uncover the facts.

RECOGNIZING A LEGITIMATE GRIEVANCE

GRIEVANCE CRITERIA

When a member comes to you with a problem and wants to know if he/she has a grievance, the first thing to ask yourself is:

DOES IT VIOLATE

- The contract?
- A federal or provincial law?
- A past practice in the workplace?
- Employees' rights? (the employer was treated in an unjust or discriminatory manner.)

If you can answer yes to the above criteria, chances are that you should contact a union representative and proceed with "Step I" of the grievance procedure.

If you're in doubt, talk it over with a union representative – after you've investigated the facts.

If the facts don't support a grievance, tell the grievor immediately and explain why there is no grievance. If the grievor is skeptical or insists that he/she has a legitimate grievance, have him/her talk to the union representative who advised you.

A complaint, which is not a grievance, may still be a legitimate complaint. As steward you must be prepared to be a mediator between the employee and management in an attempt to settle any causes of animosity between them. It is neither to the employee's nor the manager's advantage to have an unresolved conflict within the department.

**TYPES OF LABOUR LEGISLATION THAT MAY BE INCORPORATED
BY REFERENCE TO FORM PART OF THE COLLECTIVE
AGREEMENT WHERE RELATED PROVISIONS
OF THE AGREEMENT ARE NOT SUPERIOR**

Minimum Employment Standards	Health and Safety Provisions	Human Rights Legislation
Hours of work Overtime rates Vacations statutory holidays sick leave protection maternity leave	right-to-know right-to-refuse right-to-participate committees employer's duties specific regulations	Harassment Sexual Harassment Discrimination on grounds of: race nationality ethnic or place of origin colour religion or creed marital status sex

WHEN IS A COMPLAINT NOT A GRIEVANCE?

If the management has not violated anyone's rights, there is no grievance. But there may be a real complaint and it is part of the job of the steward to deal with complaints as seriously as you would a grievance.

- * **Personal Troubles and Requests for Advice**
You will often find that people want to confide in you. Treat them sympathetically, try to help them and keep confidences strictly to yourself.
- * **Complaints About Fellow Workers**
These need a lot of tact, diplomacy and moral authority on your part. This sort of complaint becomes a grievance if management gets involved when it shouldn't, according to the contract or past practice – or it doesn't get involved when it should.
- * **Complaints About Government Agencies and Local Bodies**
- * **Complaints Against the Management not Covered by the Contract**
There may be cases you have to face which do not involve an injustice, do not violate past practice and are not covered by the contract. It still may be possible to remedy these complaints by informal discussions between the union and the employer.
- * **Borderline Cases (Complaint or Grievance?)**
You should seek advice from the senior job steward (executive councillor) or the union representative before taking these up as grievances. Report back to the person complaining as soon as possible, explaining what you are doing and why.
- * **Complaints Against the Union**
It is up to you to explain to the complainer what his/her rights are under the rules and constitution of the local and national union.

Sometimes your job will be to deal with complaints; at other times it will be to persuade a member that he/she has a complaint not a grievance. You must always explain why there is no grievance. If your member still does not agree, you should refer him/her to their union representative and also outline the process in your local by which your decision can be appealed. Remember, if you brush people off or fail to deal as thoroughly as possible with all real complaints, they will lose faith in the union and its strength will decline. Also, you are legally obliged to take up grievances from all members of the bargaining unit.

TYPES OF GRIEVANCES

We can classify grievance according to where they come from and how they arise. But we can also look at them according to who is affected.

Individual Grievance

Most grievances affect only a single individual. Even so, you as a steward should be filing the grievance, not the employee on his/her own. It is in the interest of everyone in the union that the grievance is handled properly, bearing in mind the interests of the union as well as those of the grievor. When an individual's rights have been violated and he/she refuses to file a grievance, you should file the grievance on behalf of the union, especially if the contract specifically permits it. In this way, you will defend the collective agreement and protect the rights of all employees covered by it. Management's argument that you cannot file an individual grievance on behalf of the union is invariably false.

Group Grievance

This is where several employees have been affected the same way at some time by the same complaint. For example, management makes change in an incentive system; this would affect all those who worked under the system. Or, management changes the starting time for steady dayshift workers; this would affect all who work on steady days. Or, management sends home all who work in a particular area, when they report on a given day, and then fails to pay or refuses to pay a reporting allowance as required by the collective agreement. It is this group of employees, and only this group, who are affected by this action. Clearly, they should grieve the matter as a group rather than proceeding by way of individual grievances; hence, the group grievance. It is important to note that the group must be clearly named or defined. Many collective agreements refer to group grievances and often provide for filing them as such at a stage above Step I in the process.

Policy Grievance

A policy grievance is a complaint by the union that an action of management (or its failure or refusal to act) is a violation of the agreement that could affect all who are covered by the agreement. Group grievances are often treated as policy grievances, but strictly speaking, they should be considered separately. A policy grievance normally relates to the interpretation of the contract rather than the complaint of an individual(s). However, a policy grievance may arise out of circumstances that could also prompt an individual grievance, insofar as the union claims the action taken by management implies an interpretation of the collective agreement that will work to the detriment of all employees. For example, management assigns a steady dayshift employee to work on an off shift without regard to seniority. The union might grieve in an effort to establish that seniority must be considered in such an assignment, even though the individual involved might have no complaints against the shift change. The point is that the outcome or the precedence of the grievance may have an effect on the local union at some point in the future and the union must challenge it.

Union Grievance

A union grievance may involve a dispute arising directly between the parties to the collective agreement. For example, the union would grieve on its own behalf if management failed to deduct union dues as specified by the collective agreement. In other cases, the union grievance is one in which the union considers its rights have been violated and not just the rights of individuals in the bargaining unit.

Grievances and the Law

Every Labour Code, Labour Relations Act or Trade Union Act in Canada contains a provision for final and binding third-party arbitration which gives the union the right to process a grievance in cases where the union deems it necessary to do so. If the employer ignores the grievance by not giving an answer as required by the collective agreement, then the union may advance the grievance to the next stage, and the next, until the issue is before an arbitration board. The arbitration board will then make the determination whether the grievance is properly before the board.

It is important to note that undermining or violating the agreed grievance procedure is itself a grievance and should be filed.

INVESTIGATION

Almost all agreements negotiated by MoveUP contain a clause which allows job stewards to investigate complaints and grievances on company time without loss of pay. Check your agreement under the clause titled “Union Recognition”.

Don’t abuse this right. If it’s a discussion that can wait until a more appropriate time, arrange to have it then. At coffee break, perhaps. At the same time, don’t be afraid to use it if the circumstances justify.

Be sure to inform your supervisor if you’ll be away from your work station for a while – and why – and let him/her know when you return.

GATHERING THE FACTS (use Union Fact Sheet)

1. Date all your notes
2. Get the member settled down if he/she is excited or upset – the story can change considerably after the member has blown off some steam
3. Listen to the member’s complaint very carefully. **WRITE IT DOWN**
4. Make sure you have the whole story by asking questions
5. Distinguish between fact and opinion
6. Talk to witnesses or anyone who may have some knowledge of the circumstances. **WRITE IT DOWN**
7. Ask for management’s point of view. **WRITE IT DOWN**
8. Examine any records or written material that may be applicable. **WRITE IT DOWN.**
9. Determine those facts which are relevant to the case
10. Call a union representative.

PREPARATION - GRIEVANCE HANDLING KIT

PROCEDURE FOR HANDLING GRIEVANCES

1. **Investigate** thoroughly
 - Have you answered all the questions on the fact sheet?
 - Have you completed the grievance form?
2. **Research** the Collective Agreement
 - Be sure to review other pertinent regulations such as W.C.B., E.I., Company rules and Labour Relations Code, etc.
3. **Consult** with your union representative
 - Contact your union representative to confirm all of the above.
 - In consultation review the Union Fact Sheet and grievance form.
4. **Decide** what to do
 - After consultation, develop a union position, argument and course of action by preparing the Union Fact Sheet, and completing the grievance form
5. **Confront** management
 - Issue grievance form
 - Meet with the supervisor/manager to get resolution
 - **Remember** always take the grievor or a witness and make sure you both take notes.
6. **Resolution**
 - a) If resolved:
 - Send meeting notes, fact sheet and grievance forms with a resolution defined to the union office.
 - Keep a copy for yourself (**Very important – mail gets lost**)
 - b) If not resolved:
 - Prepare grievance form
 - Serve letter to supervisor/manager
 - Send copies of all to union representative

DOCUMENTS FOR GRIEVANCE WRITING

When writing up the grievance, you will be dealing with the following documents:

1. Union Fact Sheet
2. MoveUP Grievance Form
3. Grievance Hearing Outline
4. Grievance Hearing Notes

1. UNION FACT SHEET

This is for the use of the *union* only. You should supply as much relevant detail as possible over the facts of the case and what went on in meetings with management, who was present and what was said on both sides – this is for every stage of the procedure. (It is not necessary to report every last detail of meetings with management: the main thing is to record the main arguments made by both sides and the name of the person(s) advancing the arguments). The union will make use of the Fact Sheets as the case proceeds; the data in them can also be used in the next round of contract negotiations.

2. THE GRIEVANCE FORM (including disposition of grievance)

When you fill in the Grievance Form:

- ❖ Follow the six “W” ’s
- ❖ You must make a *protest, a request or demand* for correction, and a request for an adjustment. (Request or demand? Some locals prefer “demand” to emphasize that a member’s rights are to be restored without delay or argument; others take the view that the grievance – even if it is clear-cut – is an *allegation* and prefer to use the word “request”).
- ❖ Keep it *simple*: Keep the language as simple as possible
- ❖ Keep it *short*: Keep it clear and stick to the known relevant facts; don’t write down your supporting arguments.
- ❖ Be *specific*: but remember; not too much detail as to where the grievance has come from.

3. GRIEVANCE HEARING OUTLINE

- ❖ Identify Collective Agreement articles violated and how;
- ❖ Correct the wrongdoing;
- ❖ What resolution is required

4. GRIEVANCE HEARING NOTES

- ❖ Details of the Hearing

These again are *strictly* the property of the union.

KEEPING COPIES

In most cases, there will be a *maximum* of four copies needed of all documents:

1. For the management
2. For the grievor (member aggrieved)
3. For your records
4. For the union (Local / executive councillor / union representative)

The *management* should never be given access to fact sheets or your records of meetings with them.

The *member* should see copies of the grievance form and be given copies if they are requested.

You should keep one copy of all documents.

The *union* should be given copies of all documents: facts sheets as soon as possible and other documents either as they are filled in or when the case passes out of your hands or is settled. (Successful grievances become *supplementary agreements* and can add to the union's rights in the contract.)

PREPARING THE CASE

The first step in the grievance procedure in most of our agreements is the verbal complaint to the immediate supervisor. Check the section titled “Grievance Procedure” in your collective agreement.

Whether your first step is verbal or not, it is still extremely important that you carefully prepare the facts of your case from written notes. Your presentation, whether oral or written, whether made to management or passed on to a union representative must be clear and logical.

Here’s how:

Answer the six W’s with specific statements: (using the “Union Fact Sheet”)

WHO	identify the grievor by name, telephone number, department / location and seniority date if relevant.
WHEN	the date and time of all acts and statements relevant to the case
WHERE	the exact location of all acts relevant to the case
WHAT	the exact events (acts, omissions, statement, etc.) which occurred
WHY	why this is a grievance; What has been violated? the collective agreement? law? past practice? Company policy? management responsibility
WANT	what is necessary to completely correct the injustice and place and aggrieved in the same position she/he would have been in had the grievance not occurred

TAKE TIME TO GET ORGANIZED!!!

PRINCIPLES OF THE WILLIAM SCOTT CASE
CONCERNING MITIGATION OF DISCIPLINE

1. How serious is the immediate offence of the employee which precipitated the discharge (for example, the contrast between theft and absenteeism)?
2. Was the employee's conduct premeditated, or repetitive; or instead, was it a momentary and emotional aberration, perhaps provoked by someone else (for example, in a fight between two employees)?
3. Does the employee have a record of long service with the employer in which he proved an able worker and enjoyed a relatively free disciplinary history?
4. Has the employer attempted earlier and more moderate forms of corrective discipline of this employee which did not prove successful in solving the problem (for example, of persistent lateness or absenteeism)?
5. Is the discharge of this individual employee in accord with the consistent policies of the employer or does it appear to single out this person for arbitrary and harsh treatment (an issue which seems to arise particularly in cases of discipline for wildcat strikes)?

HANDLING GRIEVANCES: REMINDERS FOR STEWARDS

- Know your membership
- Encourage the membership to steer all grievances toward the union
- Know your collective agreement
- Get all the relevant facts about a grievance and record them; consult the contract, company records (eg. in discipline cases), union records (eg. records of past grievances), other stewards and union officials, the supervisor (if necessary), arbitration awards (especially in “borderline” cases), federal and provincial laws
- Make sure the grievor knows what the issues are
- Separate personal vendettas from real grievances and remedies
- Plan and prepare your case at every stage
- Brief your member before every meeting you both have with management
- Present a united front when meeting with the management, especially if you meet as a committee
- Try to settle the grievance early on, if possible, before filing. The grievor wants a settlement as soon as possible and the higher it goes, the tougher it gets because of upper management resistance to overrule their supervisors
- Discourage members from discussing a grievance with management after the union has become involved
- If you have to hold a meeting with a manager on your own, explain to your member why you are doing it and what you expect to get out of it
- Listen to the company’s side – record their arguments
- Try to get management on the defensive – get the company’s answer in writing
- Don’t try to prove that the company has done wrong; make them prove that what they have done is right. The burden on proof is theirs.
- Try to anticipate management’s position
- Be firm without being discourteous; don’t lose your temper; don’t go see the supervisor when you are mad; don’t be timid or apologetic either – it’s your job to fight for workers’ rights
- Don’t bluff: if your bluff is called, you will lose the case and your credibility

- Show respect but demand equal respect
- No deals; no horse-trading; don't get side-tracked – each grievance stands on its own merits
- Keep your member(s) informed at every stage
- Be honest
- Try to retain your members' confidence at all times
- Discourage your membership from processing their own grievances and never settle privately with management
- Don't be phony – they'll soon see through you
- Be a good speaker and a good listener, both with management and with the membership
- Be a good winner and a good loser. Use the experience as a learning tool to better prepare yourself for the next time
- Set an example: “Someone is always watching”
- Be patient
- Be helpful
- Be cheerful
- It is not who is right. It is what is right
- Don't be afraid to tell a member “I am sorry, I don't know, but I will check it out and get back to you” – then make sure you get back

Before you see the supervisor, ASK yourself the following questions:

1. Do I have all the facts from the worker?
2. Is there other information that I need? (eg. from witnesses)
3. Have I checked all the facts by looking around the establishment, checking the seniority and other lists, talking to other stewards and union officers?
4. Have I carefully checked the contract and labour legislation?
5. Have I made a clear record of all the facts gathered on the Fact Sheet?
6. Have I explained the case to the worker(s) involved?

WHAT happened? What is the grievance about? (make sure you include all points mentioned on the checklist for each type of grievance. (For Discipline, Job Selection or Work Performance – see supplementary Form)

WHEN did the grievance occur? (date and time grievance began? How often? For how long? Is it within time limits to proceed with a grievance?)

WHERE did the grievance occur? (exact location – department, machine, aisle, job number, etc.; include diagram, sketch or photo if helpful)

WHY is this a grievance? (violation of contract, supplement? Law? Past practice? Safety regulations? Rulings or awards? Unjust treatment? Etc.)

WANT the grievance settled and redress in full? (adjustments necessary to completely correct situation; in case of discharge ask for back pay)

COMPANY CONTENDS: _____

Company record of Conduct (Warnings and/or penalties for lateness, absenteeism, quantity or quality of work, etc.)

	Reasons	Dates
Verbal warnings issued:	_____	_____

Written warnings issued:	_____	_____
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Penalties imposed:	_____	_____
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Any related information:	_____	_____
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ADDITIONAL INFORMATION

Information given by witnesses (print the name of each witness followed by a summary of what each saw and heard; get a signed statement if necessary)

Documentary Evidence (Seniority List, Wage Schedule, Record of similar grievance, etc.)

Job Steward Name

Job Steward Signature

Date

Grievor's Name

Grievor's Signature

Date

CHECKLIST

FOR GRIEVANCE INVESTIGATION

HAVE THESE POINTS BEEN COVERED AND ENTERED ON THE FACT SHEET?

<p>**Discharge and Penalties</p> <ol style="list-style-type: none"> 1. Just cause. 2. Complete statement of events leading to discipline. 3. Date and times (important to document) 4. Supervisor's name. 5. Name, address, phone and statement of witness (if any). 6. Employee's record. 7. Print or diagram of area (if applicable). 	<p>Improper Pay (Work Assignment)</p> <ol style="list-style-type: none"> 1. Grievor's regular posted classification. 2. Grievor's regular work assignment. 3. Grievor's assignment on day in question. 4. Name of employees who worked in grievor's place (if any). 5. Name of employee available (junior to grievor). 6. Date of grievor's last posting. 7. Safety involved (if any). 8. Rate of pay applicable to assignment. 9. Exact work performed by grievor and instructions from supervisor. 10. Articles violated. 	<p style="text-align: center;">Overtime</p> <ol style="list-style-type: none"> 1. Grievor's classification 2. Shift or work group. 3. Date and shift overtime was scheduled. 4. Classification scheduled for overtime. 5. Name and classification of employee who worked. 6. Record of overtime from supervisor's book. 7. The actual work that was performed. 8. Articles violated.
<p style="text-align: center;">Job Posting</p> <ol style="list-style-type: none"> 1. Grievor's classification and seniority. 2. Grievor's previous classifications. 3. Grievor's experience in vacancy requested. 4. Name and seniority of employee awarded job. 5. Articles violated. 		<p style="text-align: center;">Statutory Holiday</p> <ol style="list-style-type: none"> 1. Same as overtime. 2. Seniority of grievor. 3. Seniority of employees who did work.
<p style="text-align: center;">Job Postings (Improper or Non-Posting)</p> <ol style="list-style-type: none"> 1. Classification of vacancy 2. Area vacancy existed 3. Name of employee who held vacancy 4. Name of employee promoted to fill vacancy. 5. Article violated. 6. Shift at time of posting. 		<p style="text-align: center;">Vacations</p> <ol style="list-style-type: none"> 1. Seniority 2. Time requested 3. Time allotted 4. Grievor's qualification 5. Name and classification of junior employees. 6. Number of employees in work group.
<p style="text-align: center;">Removed from Posting</p> <ol style="list-style-type: none"> 1. Grievor's posted classification 2. Date of last posting 3. Grievor's qualifications 4. Reasons from removal 		<p style="text-align: center;">Supervision Working</p> <ol style="list-style-type: none"> 1. Name of personnel doing the work. 2. Type of work performed. 3. Amount of time worked. 4. Area where work done. 5. Grievor's classification. 6. Availability of grievor.
<p>** Notes:</p> <p><i>If this is a Discharge or Discipline Case: -</i></p> <ul style="list-style-type: none"> ➤ Did the steward ask about personal problems of the grievor? ➤ Did the steward ask about previous record, good or bad, long or short? ➤ Did the steward probe any extenuating circumstances in this case? ➤ Did the steward ask about the personal character of all people involved? ➤ Did the steward discuss the consequences of the penalty? ➤ Did the steward consider whether or not the "punishment fits the crime"? ➤ Did the steward advise the grievor to seek employment while waiting? 		<p style="text-align: center;">Transfers</p> <ol style="list-style-type: none"> 1. Seniority 2. Department requested 3. Name of new employees 4. Grievor's classifications 5. Employees available to replace grievor 6. Date of grievor's request for transfer.

QUESTIONS TO ASK MANAGEMENT ON GRIEVANCES

**RELATED TO DISCIPLINE
(Warnings, Suspensions, Terminations)
Supplement to Union Fact Sheet**

- 1) What is the grievor's previous record?
- (a) Any suspensions? Yes _____ No _____
If yes, when? _____
For what? _____

- (b) Written warnings? Yes _____ No _____
If yes, when? _____
For what? _____

- (c) Verbal warnings? Yes _____ No _____
When? _____
For what? _____

- 2) Was the grievor provoked? Yes _____ No _____
If yes, by whom? _____
If yes, give circumstances _____

- 3) Was the offence premeditated? Yes _____ No _____
Give reasons for above answer: _____

- 4) Did the grievor break a company policy? Yes _____ No _____
If yes, which one? _____
If yes, was grievor made aware of policy by management?
Yes _____ No _____
- Where is policy and procedure manual kept in grievor's department of work?

- Does the grievor have access to manual? Yes _____ No _____
- Has the grievor ever been told to read manual? Yes _____ No _____

Is policy uniformly applied to all employees?

Yes _____ No _____

If no, give example of application that differs:

5) Did grievor misunderstand policy or procedure?

Yes _____ No _____

6) Any other information relevant to this case:

_____	_____
Job Steward Name	Job Steward Signature

Date	

QUESTIONS TO ASK MANAGEMENT ON GRIEVANCES

RELATED TO JOB SELECTION Supplement to Union Fact Sheet

JOB POSTING NUMBER: _____

JOB TITLE: _____

1) Why was grievor not selected?

2) Why were other candidates selected?

3) How does the seniority of the selected candidate compare to grievor's seniority?

4) What is grievor's background? (relating to posting)

(a) Educational: _____

(b) Work Experience: _____

5) What are selected candidates' backgrounds?

(a) Educational: _____

(b) Work experience: _____

6) Can grievor do the job? (Has the grievor done this work or some of the duties before on a temporary basis?)

7) Is grievor's background suitable or work in this area? (area can be nature of work, job/department, function, etc.)

8) Can you show demonstrably and significantly that each of the selected candidates can do the job better than the grievor?

9) Have all candidates met “musts” requirements?

10) How have candidates met “wants” requirements?

JOB SELECTION COMPLAINT STAGE MEETING CHECKLIST

Grievor’s Name _____ Grievance # _____

1) Copy of posting/bulletin _____

2) List of applicants, their start dates, seniority dates
(if different) their qualifications, (get from personnel
through union representative) _____

3) Grievor’s qualifications in employee’s personnel file _____

4) List of grievor’s current skills (typing speed, word
processor, computer, specialized equipment, operations,
drafting, design, etc.) _____

5) List related experience of grievor

_____	_____
Job Steward Name	Job Steward Signature

Date	

QUESTIONS TO ASK ON GRIEVANCES

RELATED TO WORK PERFORMANCE Supplement to Union Fact Sheet

QUESTION	INFO FROM MEMBER	SUPERVISOR'S RESPONSE
1. Is the standard of work expected reasonable? (is it based on the work of the average worker of the same classification in the same circumstances?)		
2. Are statistic/records kept on work performance?		
3. Was the standard communicated to the employee? (eg. Were they told how many errors are acceptable?)		
4. Was the employee given enough training to meet the standard?		
5. Were the standards uniformly administered?		
6. Were proper instructions given?		
7. Was the employee informed that his/her work was not up to standard? ➤ Verbal warnings (give dates) ➤ Was clear indication given of standard of work expected? ➤ Written warning (give dates) ➤ Was clear indication given of standard of work expected?		
8. Was the employee given a chance to improve his/her work?		
9. Was employee given additional training (re-training) they needed to improve their work performance?		

_____ Job Steward Name	_____ Job Steward Signature
_____ Date	

SAMPLE GRIEVANCE LANGUAGE

The ideal grievance should be written in such a way that it is short, simple and specific. It should highlight who is involved, the protest and the request for full compensation. It is not necessary to go into all the details and arguments in the grievance form. It is in the meetings with the employer representatives that a steward presents details, evidence and arguments. That is what such meetings are for.

It is also important to note that the phrase “**and/or any other clause in the collective agreement which may be applicable**” must be included after the original protest statement. This is so that we can be specific as to the problem and have the benefit of the whole contract to protect us and not just one clause.

The request or demand is easily written by the phrase “**I request that I be fully compensated and my record made whole**”. This enables the steward to get full redress for the grievor without having to be specific and increasing the change that the steward may leave something out. Be sure that the grievor signs that grievance form.

GRIEVANCE CATEGORIES

FOR CONTRACTUAL GRIEVANCES:

The union protests the action of the employer because it violates Article X and/or any other clause in the collective agreement which may be applicable.

FOR VIOLATIONS OF THE LAW:

The union protests the action of the employer because it violates ACT, LAW, SECTION and/or any clause in the collective agreement which may be applicable.

FOR VIOLATIONS OF A PAST PRACTICE:

The union protests the action of the employer because it violates an established practice and/or any other clause in the collective agreement which may be applicable.

FOR VIOLATIONS OF EMPLOYEE RIGHTS

The union protests the action of the employer (in discharging, suspending, (EG. UNJUST PENALTY): demoting, warning or whatever) without just cause and/or violating any clause in the collective agreement which may be applicable (or protest under the contract using the intent or fairness clause in which the employer agrees to act in a fair and reasonable manner). However, not all contracts have a clause requiring management to act in a fair and reasonable manner. Even where the contract includes no specific clause compelling management to act in a fair and reasonable manner, many arbitrators set the existence of a collective agreement itself as a requirement that the employer shoulders an implied obligation or unwritten duty to be fair and not arbitrary.

SUGGESTED WORDING ON GRIEVANCE FORMS

DISCHARGE GRIEVANCE

Nature

I have a grievance under the Collective Agreement in that I was unjustly and unreasonably discharged on (date and time, eg., Monday, February 3rd at 10:30 a.m.)

Settlement

I request reinstatement with no loss of seniority, wages and benefits and that my record be cleared of any such penalty.

Violation

The total agreement, in particular Article _____ and any applicable legislation, acts or ordinances.

When writing the violation, use the above to be sure that all areas are covered.

WARNING GRIEVANCE

Nature

I have a grievance under the Collective agreement because I was given a warning on (time and date) without just cause.

Settlement

I request that this warning be removed from my record.

Violation

The total agreement, in particular Article (Insert Number) and any applicable legislation acts or ordinances.

JOB POSTING (NO POSTING)

Nature

I have a grievance because the job of _____ was not posted as provided for in the Collective Agreement.

Settlement

I request that the job be properly posted as provided for in the Collective Agreement.

Violation

The total agreement and in particular, Article _____ and any applicable legislation, acts or ordinances.

JOB POSTING

Nature

I have a grievance because I was not awarded the job of _____ under the terms of the Collective Agreement.

Settlement

I request that I be given the job immediately and that I be reimbursed for any loss of wages or benefits that may have been incurred.

Violation

The total agreement and, in particular Article _____ and any applicable legislation, acts or ordinances.

IMPROPERLY PAID

Nature

I have a grievance under the Collective Agreement because I was not paid the proper rate of pay while performing the job of _____ from (date to date).

Settlement

I request that my pay be adjusted to the proper rate, and that I be reimbursed for all loss of wages and benefits that may have been incurred.

Violation

The total agreement and, in particular, Article _____ and any applicable legislation, acts or ordinances.

DISCIPLINE

Nature

I have a grievance under the terms of the Collective Agreement because I was unjustly and unreasonably (disciplined – suspended – demoted – etc.) from (date to date).

Settlement

I request that I be compensated for any losses in wages, benefits, or seniority that may have been incurred and that my record be cleared of any such penalty.

Violation

The total agreement, in particular Article _____, and any applicable legislation, acts or ordinances.

TEMPORARY VACANCY

To be written up the same way as Job Posting.

LAY-OFF GRIEVANCE

Nature

I have a grievance under the terms of the Collective Agreement because I was improperly laid-off while other employee(s) with less seniority were retained.

Settlement

I request that I be reinstated immediately and reimbursed for all loss of seniority, wages and benefits.

Violation

The total agreement and, in particular, Article _____ and any applicable legislation, acts or ordinances.

RECALL GRIEVANCE

Nature

I have a grievance because I was not recalled to work in accordance with the terms of the Collective Agreement.

Settlement

I request that I be immediately reinstated and that I be reimbursed for all lost seniority, wages and benefits since the date of the infraction.

Violation

The total agreement and, in particular, Article _____ and any applicable legislation, acts or ordinances.

STATUTORY HOLIDAY OR VACATION

Nature

I have a grievance under the terms of the Collective Agreement because I was improperly paid for _____ .

Settlement

I request that I receive the proper payment for the time involved.

Violation

The total agreement and, in particular, Article _____ and any applicable legislation, acts or ordinances.

HARASSMENT

Nature

I have a grievance under the terms of the Collective Agreement because the Company has not provided a workplace free from harassment.

Settlement

The Company provides a workplace free from harassment.

Violation

The total agreement and, in particular, Article _____ and the Human Rights Code and any applicable legislation, acts or ordinances.

DISCRIMINATION

Nature

I have a grievance under the terms of the Collective Agreement because the Company has not provided a workplace free from discrimination.

Settlement

The Company provides a workplace free from discrimination.

Violation

The total agreement and, in particular, Article Number and the Human Rights Code and any applicable legislation, acts or ordinances.

SAFETY AND HEALTH

Nature

I have a grievance under the terms of the Collective Agreement because the Company has not provided a safe and healthy workplace.

Settlement

The Company provides a safe and healthy workplace.

Violation

The total agreement and, in particular, Article and the Industrial Health and Safety Act and any applicable legislation, acts or ordinances.

The suggested wording for the above grievances is for the purpose of assistance and guidance in the preparation of grievances forms and should cover most of the day-to-day grievances.

For other grievances not covered, the steward and the employee should check with another steward, councillor or union representative for wording if necessary.

It is not necessary to go into all details and arguments in the grievance form. It is in meetings with company representatives that you present your details, evidence and arguments: that is what such meetings are for. Use your fact sheet to record all information.

REMEDY SOUGHT (REDRESS)

I REQUEST THAT I BE FULLY COMPENSATED AND MY RECORD MADE WHOLE.

CONTRACT

- I was discharged contrary to Article X of the collective agreement and/or any clause which may be applicable.
- The union is grieving on behalf of Fred Joes because he was not awarded the job of _____ contrary to Article X of the collective agreement and/or any clause which may be applicable.

LAW

- I am protesting the high temperatures in our workplace under Article X – Health & Safety Act and/or any clause in our collective agreement which may be applicable.
- The union is grieving the actions of management in which Rita Smith was not paid to the end of the shift after a compensable injury under Article X – Workers' Compensation Act and/or any clause in our collective agreement which may be applicable.

PAST PRACTICE

- The union is grieving the unjust actions of management because it violates an established practice and/or any clause in our collective agreement which may be applicable.

EMPLOYEE RIGHTS

- I am grieving the employer's issuing a written warning, on the grounds of discrimination and/or any clause in our collective agreement which may be applicable.
- The union is grieving the unjust actions of a supervisor toward Donna James contrary to the collective agreement.

WHO SIGNS THE GRIEVANCE FORMS?

This depends on the contract (or on past practice). If the contract favours the management, it will insist on grievors' signatures on the Grievance Form (e.g. some or all of the people involved in a group grievance) and they will work on the idea that grievances are individual matters and not a union concern. If the contract favours the union, the following things will be good practice:

1. *Individual Grievances* should be co-signed by the steward as well as by the grievor (or by the steward alone if the grievor will not take up the grievance) and never by the grievor alone. One union aim should be for the steward or grievance committee member to write the grievances and not the grievor: having the steward's signature on an individual grievance is a way of making sure that this is done.
2. *Group Grievances* should be signed by the steward. While the union should aim to have a contract clause to the effect that no one involved in a group grievance *need* co-sign it, it is best to try to get some members to sign the grievance as well as the steward so that the membership is clear that the grievances is being taken up and the way it is being handled.
3. *Union or Policy Grievance*. These should be signed by a union representative only: the contract or past practice will determine whether this is the steward, senior steward, Grievance Committee Chairperson, etc.



GRIEVANCE FORM

(Please Print)

Once signed and/or submitted to the union, this grievance becomes the property of the union and subject to internal union procedures regarding advancement to Arbitration or settlement. **Please fill out the form as fully as possible and include all documents that relate to the grievance and forward to the union Office.** Upon receipt, the union will acknowledge with a grievance file number.

Grievor's name(s) add more information on the reverse if this is a group grievance. Phone numbers and e-mail address

--	--

Grievor's mailing address and Postal Code

--

Work Location and Bargaining Unit (Employer's Name)

--

Job Steward or Union Officer name
Phone numbers and e-mail address

****File No. (from Union Office to validate)**

--	--

Details of the Grievance and Collective Agreement Articles Breached (if applicable and if known at this time) Describe the Issue generally and do not worry about technicalities. The Union Office may add to your submission at a later date.

--

Remedy Sought (describe what you think would be a fair resolution to the Grievance). May be altered by the Union at a later date if necessary.

--

Date submitted to Employer

Member's
Signature

Job Steward's Signature

--	--	--

WRITING THE GRIEVANCE

Below you will find a list of the sorts of language you should use in writing grievances.

NOTE:

SOME LOCALS ADOPT THE PRACTICE OF WRITING INDIVIDUAL GRIEVANCES IN THE “THIRD PERSON” –

“FRED J. SMITH PROTESTS...”

OTHERS WRITE INDIVIDUAL GRIEVANCES IN THE “FIRST PERSON” –

“I GRIEVE...”

“I PROTEST...”

THERE IS NO GENERAL RULE TO FOLLOW HERE

GRIEVANCE HEARING OUTLINE

TO BE PREPARED BEFORE MEETING WITH THE SUPERVISOR

Protest: (Identify Collective Agreement articles violated and how)

Request: (Correct the wrongdoing)

Adjustment (What resolution is required)

<hr/> <p>Job Steward Name</p>	<hr/> <p>Job Steward Signature</p>
<hr/> <p>Date</p>	

GRIEVANCE HEARING NOTES

Date _____ Time _____

Place _____

IN ATTENDANCE

Steward _____
Manager _____
Grievor _____
Supervisor _____
Witness _____
Other _____

SUBJECT (Grievance: Protest, Demand, Adjustment) _____

DISCUSSION (attach additional pages as required) _____

SUMMARY

SUPERVISOR/MANAGER'S FINAL RESPONSE _____

UNION'S FINAL POSITION _____

ACTION REQUIRED _____

<p>_____ Job Steward Name</p>	<p>_____ Job Steward Signature</p>
<p>_____ Date</p>	

PRESENTATION

PRESENTING THE CASE

It is important to settle grievances as close to the source as possible. Higher management officials are unwilling to over-rule their subordinates.

It is therefore vital that you present a good case at the first stage of the procedure.

1) **GO PREPARED:**

By the time you are ready to formally present the complaint or grievance to the supervisor at the first stage of the grievance procedure, you must have gathered the facts and prepared your case as outlined on the foregoing pages. When reviewing your case try to anticipate what the supervisor's position will be and how you can use the facts and the provisions of the collective agreement to rebut the supervisor's position.

2) **BE COURTEOUS AND BUSINESSLIKE:**

Arrange a meeting specifically to hear a particular case, usually in the supervisor's office.

Be friendly and pleasant (even if it hurts); state that you are there to have an unemotional hearing on behalf of the grievor/complainant and get immediately to the point.

Lay out your case just as you prepared it; clearly and logically. Sit straight, speak firmly, use eye contact to your advantage.

Remember, you're meeting as equals; she/he to represent management and you to represent not only the employee, but also the union.

3) **STAND FIRM:**

Rebutt the supervisor's arguments quietly and calmly. Take notes on his/her argument. Keep the onus on the supervisor to prove his/her position as being right rather than you trying to prove the company wrong. Be quick to ask "why" or "show me"!

Use the strength of the collective agreement to your advantage: say "we" instead of "I", or "The Union contends that....".

4) **NAIL IT DOWN:**

Don't say too much. Make your point and stick to it. Don't forget to ask for full retribution. Ask when he/she will get back to you with an answer. Remind him/her of the deadline under the agreement.

5) **ENFORCE DEADLINES:**

Remind the supervisor of the deadline if you haven't had an answer by the day before the deadline.

If your complaint/grievance is turned down, you are under a deadline to refer it to the next stage. Contact a union representative immediately.

If the union will be proceeding to the next stage, inform the supervisor who turned you down. This is just a matter of courtesy.

DO'S AND DON'TS TO HELP YOUR CASE

DO:

- follow the rules of the grievance procedure
- be a good listener
- use logic and fair play
- give the supervisor a chance to save face
- hold your temper; STAY CALM
- stick to the point
- keep tabs on the case after you've passed it on to a union representative
- keep the grievor informed

DON'T -quarrel or disagree with the grievor(s) in front of management
(arrange a private caucus if necessary)

DON'T -make threats

DON'T -go over the supervisor's head without telling him/her

DON'T -trade off

DON'T -brag about victories

ARBITRATION

The final step in the grievance procedure is arbitration. Arbitration is the final appeal and is a hearing before an impartial Third Party chosen by the mutual consent of the union and management. If the union and management cannot agree, there is a provision for the Provincial or Federal Minister to make the appointment.

Some contracts provide for a single arbitrator, sometimes named in the collective agreement. The single arbitrator hears the case and then writes the decision which is binding.

Other contracts provide for an Arbitration Board to be made up of one nominee from the union and one nominee from management. Following consultation, the union and management nominees choose a mutually acceptable Chairperson or, failing that, an Arbitrator appointed by the Ministry of Labour. In this instance, it is the three-person board which will hear the case, with the Chairperson retiring to write the decision. The decision of the Chairperson is submitted to the Board members who will sign in agreement or submit a written dissention. The majority decision of the Board is binding on both parties.

The Arbitrator or Board only has authority to interpret the agreement as written. They are not allowed to amend, alter, add to or take away any provisions contained within the agreement. The Arbitrator or Board is also restricted to dealing with the grievance *as presented*, and may reject new evidence completely.

This is why it is important to ascertain all the facts from the very beginning, write up the grievance properly and keep records of all meetings. A good practice to follow is to investigate and process every grievance on the assumption it will reach final and binding arbitration.

The average length of time to schedule an arbitration is 12 months. At times it could take a grievance 12 – 18 months to reach arbitration, and as long as 3 months to get the arbitrator's written decision.

Detailed investigation and documentation cannot be over emphasized.

THE STEWARD'S DICTIONARY

ACROSS-THE-BOARD ADJUSTMENT

Change in pay rates made for all employees in a workplace or particular group.

ALTERNATE DISPUTE RESOLUTION (ADR)

An informal process to resolve grievances and disputes.

APPLICATION FOR CERTIFICATION

A request by a trade union to a LABOUR RELATIONS BOARD for designation as the BARGAINING AGENT for a particular unit of employees.

ARBITRATION

The procedure by which a board or a single ARBITRATOR, acting under the authority of both parties to a dispute, hears both sides of the controversy and issues an award, usually accompanied by a written decision, which is ordinarily binding on both parties. ARBITRATORS are usually appointed by the parties concerned, but under special circumstances they are appointed by the Minister of Labour.

COMPULSORY ARBITRATION is that required by law and is the usual procedure for settling contract interpretation disputes.

VOLUNTARY ARBITRATION has reference to the parties to a dispute agreeing to arbitration in the absence of statutory compulsion.

ARBITRATOR (Arbitor)

A third party chosen to hear a case or group of cases which are submitted for ARBITRATION.

ASSESSMENTS

Special charges levied by unions to meet particular financial needs.

AFFILIATED UNION

A union which is a member of a group of unions.

AWARD

Ruling handed down by an ARBITRATOR.

BARGAINING AGENT

union designated by LABOUR RELATIONS BOARD or similar government agency as the exclusive representative of all employees in a BARGAINING UNIT for the Purpose of COLLECTIVE BARGAINING.

BARGAINING UNIT

Group of workers in a craft, office, plant, firm, industry or occupation, determined by a LABOUR RELATIONS BOARD or similar body as appropriate for representation by a union for purposes of COLLECTIVE BARGAINING.

BASE RATE

The straight-line rate of pay per hour, month, job or unit, excluding premiums, incentive bonuses, etc.

BIDDING

Action of employee in seeking vacant job on a seniority basis following the posting of notice of the job vacancy.

BOTTOM LINE

The most that each side is willing to concede on a particular issue at NEGOTIATIONS.

BOYCOTT

General referral to deal with an employer. A CONSUMER BOYCOTT is a refusal to purchase the employer's product. A PRIMARY BOYCOTT is a boycott by employees of their own employer. A PRODUCE BOYCOTT is a refusal by employees to handle or do further work on goods owned or manufactured by someone other than their employer, the purpose being to place indirect pressure upon the owner or manufacturer.

A PRODUCTION BOYCOTT is a strike. A SECONDARY BOYCOTT is a refusal to deal with a neutral party in a labour dispute, usually accompanied by a demand that he bring pressure upon the employer involved in the dispute to accede to the boycotters' terms.

BUMPING

Exercise of SENIORITY rights by workers to displace junior employees when business conditions require temporary LAY-OFFS or the discontinuance of departments.

CANADIAN LABOUR CONGRESS (CLC)

The national voice of affiliated unions in Canada.

CERTIFICATION

Official designation by a LABOUR RELATIONS BOARD or similar government agency of a union as sole and exclusive BARGAINING AGENT, following proof of majority support among employees in a BARGAINING UNIT.

CHECKOFF

A clause in a COLLECTIVE AGREEMENT authorizing an employer to deduct union dues and, sometimes, other assessments, and transmit these funds to the union.

CLOSED SHOP

A place of employment where the employer has obligated himself to hire and retain in employ only union members.

COLLECTIVE AGREEMENT

An agreement in writing between an employer and the union representing his employees which contains provisions respecting conditions of employment, rates

of pay, hours of work and the rights or duties of the parties to the agreement. Ordinarily, the agreement is for a definite period such as one, two or three years.

COLLECTIVE BARGAINING

The process of NEGOTIATING A COLLECTIVE AGREEMENT or settling GRIEVANCES in line with the grievance procedure provided in an existing collective agreement.

CONCILIATION

The process by which an employer and a trade union bargaining for his employees, attempt to achieve a voluntary agreement over disputes arising in the course of negotiating a collective agreement. Utilized under the Federal Labour Code.

CONSUMER PRICE INDEX

Statistics Canada's monthly statistical study which checks retail prices of selected consumer items in a representative group of cities. Strictly, it is not a "cost-of-living" index, though it is often so described.

CONTRACTING OUT

The practice of an employer having work performed by an outside contractor and not by regular employees in the unit. Not to be confused with SUBCONTRACTING, which is the practice of a contractor delegating part of his work to a subcontractor. Also referred to as OUTSOURCING.

CONTRACT PROPOSALS

Proposed changes to the COLLECTIVE AGREEMENT put forward by the union or the employer and subject to COLLECTIVE BARGAINING.

COOLING-OFF PERIOD

Period of time which must elapse before a STRIKE or LOCKOUT may begin.

COST OF LIVING

Relationship of the retail cost of consumer goods and services to the purchasing power of wages.

COST-OF-LIVING ADJUSTMENT

Adjustment of wages or salaries in ratio to changes in the cost of living. See also ESCALATOR CLAUSE.

COUNTER PROPOSAL

In COLLECTIVE BARGAINING, a substitute or opposing offer made either by the union or by management following an offer or proposal made by the other party.

CRAFT UNION, TRADE UNION

A union whose membership is restricted to workers having a particular skill, but which admits workers having that skill regardless of the industry of which they work.

DECERTIFICATION

Withdrawal by a LABOUR RELATIONS BOARD of its CERTIFICATION of a union as exclusive BARGAINING AGENT.

DEFENCE FUND

Reserve accumulated by a union to provide members with some income while undertaking JOB ACTION or respecting the PICKET LINE of another union, and to pay expenses associated with job action. Also referred to as STRIKE FUND.

DEMOTION

Transferring an employee to a job involving reduced responsibilities and duties and possibly a reduction in pay.

DISCRIMINATION

Is the differential treatment of an individual based on race, creed, sex, sexual orientation, physical or mental attributes or any other personal attribute.

DISCHARGE

Ending of the employment relationship by an act of the employer.

DOWNGRADING

Reducing the amount paid for a particular job by application of the JOB EVALUATION system.

DUES

Periodic payments by union members for the financial support of their union.

EMPLOYEE

A person engaged in an industry who is entitled to wages for labour or services performed. Not included are persons employed in a confidential capacity or who exercise managerial functions.

EMPLOYEE BENEFIT PLAN

A system to increase worker's security—for example, group insurance, hospitalization insurance, paid-up life insurance, sick pay benefits.

EMPLOYER

A person or firm having control over the employment of workers and the payment of their wages.

EMPLOYERS' ORGANIZATION

An organization of employers formed for the purpose of regulating relations between employers and employees and includes an accredited employers' organization.

EQUAL PAY FOR EQUAL WORK

Principle that wage rates should be based on the job rather than upon the sex, race, etc., of the worker, or upon other factors not related to his ability to perform the job.

ESCALATOR CAUSE

COLLECTIVE AGREEMENT provisions which provides for adjustment of wage rates in line with changes in the COST OF LIVING.

EXCLUSIVE BARGAINING RIGHT

Right of the union designated as BARGAINING AGENT by a majority of the employees in the appropriate BARGAINING UNIT to bargain collectively for all employees in the unit.

FEDERATION OF LABOUR

A federation, chartered by the CANADIAN LABOUR CONGRESS grouping local unions and LABOUR COUNCILS in a given province.

FRINGE BENEFITS

Non-wage benefits such as paid vacation, pensions, health and welfare provisions, life insurance, etc., the cost of which is borne in whole or in part by the employer.

FULL-TIME EMPLOYEE

Employee who usually works during the entire regular working period. See your collective agreement.

GOOD FAITH

A basic and essential element of COLLECTIVE BARGAINING in which the parties make every reasonable effort to NEGOTIATE a COLLECTIVE AGREEMENT.

GOOD STANDING

Status of union members who is presently in compliance with all requirements for maintaining membership.

GRIEVANCE

Complaint against management by one or more employees or a union, concerning an alleged breach of the COLLECTIVE AGREEMENT or an alleged injustice. Procedure for the handling of grievances is usually defined in the agreement. The last step of the procedure is usually ARBITRATION. See your collective agreement.

GROUP INSURANCE

Insurance purchased for a number of persons—all employees, for example—at the same time, at a rate lower than that for individual insurance.

HOT GOODS OR PRODUCTS

Goods which a group of workers refuses to handle or work on because another group of workers is engaged in a labour dispute with the producer of those goods.

ILLEGAL STRIKE

A STRIKE called in violation of the law. Strikes are generally illegal when they occur as a result of a dispute over the interpretation of a COLLECTIVE

AGREEMENT currently in force, when they occur before CONCILIATION procedures have been complied with, or when CERTIFICATION proceedings are under way. Also referred to as WILDCAT STRIKE.

INDUSTRIAL UNION

A union whose membership includes any worker in a particular industry regardless of the particular skill he is exercising.

INDUSTRY-WIDE AGREEMENT

A union contract covering all employers and employees in a particular industry, usually within a locality.

INDUSTRY-WIDE BARGAINING

Bargaining between a union or unions and all the employers in a particular industry, usually with a locality.

INTERNATIONAL LABOUR ORGANIZATION (I.L.O.)

A specialized United Nations agency which works to improve labour conditions, living standards and economic and social stability by international co-operation.

JOB ACTION

A legal STRIKE in any one or more of its many forms.

JOB ANALYSIS

Investigation of the duties and operations of a job to determine its requirements in terms of human abilities and complexities.

JOB CLASSIFICATION

Job rating based on an analysis of the requirements of the work.

JOB CONTENT

The actual duties which make up a job.

JOB DESCRIPTION

A part of the JOB EVALUATION involving a review of the nature of the work, its relation to other jobs, the working conditions, the degree of responsibility and other qualifications required by the job.

JOB EVALUATION

System for fixing the relative value of jobs as they exist in a plant or office.

JOB SECURITY

A provision in a COLLECTIVE AGREEMENT protecting a worker's job, as in the introduction of new technology.

JURISDICTIONAL DISPUTE, INTER-UNION DISPUTE

A conflict between two or more unions as to which one shall represent a group of employees in COLLECTIVE BARGAINING or as to which union's members shall perform a certain type of work.

JURISPRUDENCE

The decisions of arbitrators or arbitration boards which made up case law in labour courts.

LABOUR COLLEGE OF CANADA

Bilingual, bicultural institution of higher education for trade union members operated jointly by the Canadian Labour Congress, McGill University and the Universite de Montreal for the purpose of providing a training ground for future trade union leaders.

LABOUR COUNCIL

Organization composed of locals of CLC-affiliated unions in a given community or district.

LABOUR MARKET

The manpower arena in which workers offer their services and employers hire them to fill jobs.

LABOUR MOVEMENT

Endeavours of organized labour to increase its numbers and to promote the welfare of the working class.

LABOUR RELATIONS BOARD

A board established under provincial or federal labour relations legislation to administer labour law, including certification of trade unions as bargaining agents, investigation of unfair labour practices and other functions prescribed under the legislation.

LAYOFF

Temporary, prolonged, or final separation from employment as a result of lack of work. See your collective agreement.

LEAVE OF ABSENCE

Permitted absence of an employee for a limited period, ordinarily without pay. See your collective agreement.

LENGTH-OF-SERVICE INCREASES

Advances in pay granted automatically on the basis of fixed periods of service. See your collective agreement.

LOCAL UNION

The basic unit of union organization. The local has its own constitution and by-laws and elects its own officers, but is chartered by the national or international union with which it is affiliated. An amalgamated local is composed of units in several plants or offices, each of which is partially self-governing.

LOCKOUT

The closing of a place of employment, a suspension of work, or a refusal by and employer to continue to employ a number of his employees, done with the

purpose of compelling his employees or those of another employer to agree to conditions of employment or to refrain from exercising their existing rights and privileges.

MAINTENANCE OF MEMBERSHIP

A provision in the COLLECTIVE AGREEMENT stating that no worker need join the union as a condition of employment, but all workers who voluntarily join, must maintain their membership for the duration of the agreement as a condition of continued employment.

MANAGEMENT RIGHTS, EMPLOYER RIGHTS

The body of rights including hiring, production scheduling, contracting and price fixing which management generally contends are not proper subjects for collective bargaining.

MEDIATION

A means of settling labour disputes whereby the contending parties use a third person – called a mediator – as a passive go-between.

MEMBER IN GOOD STANDING

A person who is a member of a union and has paid the required initiation fee and at least one month's dues.

MINIMUM WAGE

The rate of pay established by statute or by minimum wage order as the lowest wage that may be paid, whether for a particular type of work, to a particular class of workers, or to any worker.

MITIGATION OF DAMAGES

Equitable doctrine applied in discrimination cases by deducting from the back pay awarded discriminatorily discharged employees amounts which the workers failed without excuse to earn.

MODIFIED UNION SHOP

A place of work in which non-union workers already employed need not join the union, but all new employees must join, and those already members must remain in the union.

NATIONAL UNION

A union which charters locals in Canada only.

NEGOTIATION

Discussion between labour and management representatives – called negotiators – with respect to collective agreements, settlement of employees' GRIEVANCES, or ARBITRATION of labour disputes.

OPEN SHOP

A shop in which union membership is not required as a condition of securing or retaining employment.

OUTSOURCING

The practice of an employer having work performed by an outside contractor and not by regular employees in the unit. Not to be confused with SUBCONTRACTING, which is the practice of a contractor delegating part of his work to a subcontractor. Also referred to as CONTRACTING OUT.

OVERTIME

Hours worked in excess of a maximum regular number of hours fixed by statute, union contract, or custom. Clock overtime is a premium, paid for work during specified regular working hours, required by collective bargaining agreements.

PATERNALISM

An employer's habit of deciding unilaterally what is best for his employees.

PAY EQUITY

The principle that there should be equal levels of pay/remuneration for all workers who perform work of equal value.

PENSION PLAN

Arrangement to provide the definite sum of money for payment to employees following retirement. Final-earnings plan is one in which the pension is based upon the length of service and average earnings for a stated period just before retirement. A collectively bargaining plan is one established as a result of collective bargaining or one originally established by management but later substantially modified by collective bargaining. A contributory plan is financed by both the employer and the employees. A definite-benefit plan is one in which the size of the monthly pension is fixed according to a benefit formula and varies with the employee's years of service, with his/her wage level, or with both length of service and earnings. A career-earning pension plan is one in which the employee accumulates each year a unit of pension equal to a percentage of his earnings. A flat-rate plan pays a given amount, such as \$100 a month, to service. Funded plans are paid from an accumulated fund, such as an insured plan where the actual pension payments are made by the insurance company. In money-purchase plans the employer puts up a certain amount of money each year and allocates it among the covered employees, the pension of each being determined by the annuity which may be purchased on the retirement date by the total amount of money credited to his account. Non-contributory plans are financed solely by the employer. A Pay-as-you-go plan is one in which the employer pays benefits and operating costs from his current earnings, rather than from a fund. Also known as unfunded plans. A uniform-benefit plan is one which provides a flat amount of pension to the employee after he fulfills certain age and service requirements. Unilateral plans are initiated, financed and operated solely by management or a union apart from collective bargaining. See also EMPLOYEE BENEFIT PLAN.

PENSION TRUST

Trust created by an employer to provide payments for employees after their retirement.

PER CAPITA TAX

Regular payments by a local to its national or international union, labour council or federation, or by a union to its central labour body. It is based on the number of members.

PERMIT

- (1) An authorization given by a union for a non-union person to work in a union shop for a certain period.
- (2) Authorization to work at journeyman's wages sometimes given by a union to apprentices in the final period of their apprenticeship.

PICKET

One who patrols a place of business to publicize the existence of a labour dispute, a union's desire to represent the employees, or the fact of non-union working conditions. See references under PICKETING.

PICKET LINE

The area within which a picket or pickets patrol.

PICKETING

Patrolling by pickets. Chain picketing is picketing by a single file of closely-ranked persons in front of a business so as to form a human chain barring the entrance. Circular picketing is pickets moving in an unbroken line completely around the picketed premises. Customer picketing is picketing the premises of the customers of an employer with whom a union has a dispute, the objective is usually being able to persuade the public not to buy the employer's products or services. Mass picketing is by large numbers of closely ranked persons attempting to prevent access to company premises. Minority picketing is picketing by a union which is not the collective BARGAINING AGENT of a majority of the workers in the unit involved. Organizational picketing is intended to induce employees of the picketed establishment to become union members. Publicity picketing is intended to indicate to the public the existence of a labour dispute. Signal picketing is to persuade other union members to leave their work or to refuse to enter the premises. Recognition picketing is an attempt to obtain status as collective BARGAINING AGENT by a union which may or may not actually represent a majority of workers in the unit. Secondary picketing is the picketing of businesses or persons not directly involved in a labour dispute.

PORTABLE PENSIONS

Pensions which allow employees within an area to move from one to another of the employers in the multi-employer group without losing their accrued pension rights.

POSTING

Required display of the vacancies available for competition within the bargaining unit.

PREFERENTIAL HIRING

A system under which employers agree to hire only union members so long as the union is able to fill demands for workers.

RAIDING

An attempt by one union to induce members of another union to defect and join its ranks.

RAND FORMULA

A union-security plan developed by Judge Rand which provides for the employer to deduct union DUES by CHECK-OFF from the pay of all employees and remit the amounts to the union. In addition, all STRIKES must be authorized by a secret ballot in which all employees may vote; unions must, under threat of penalties declare members eligible to cross unauthorized PICKET LINES and fines may be imposed on employees who participate in unauthorized strikes.

REAL WAGES

What a worker's wage will buy in goods and services at the a particular time.

RECOGNITION

Employer acceptance of a union as the exclusive BARGAINING AGENT for the employees in the BARGAINING UNIT. See CERTIFICATION.

RED CIRCLE RATE

A rate of pay for a particular employee which is higher than the maximum of the rate range or the rate for the work he is doing – for example, because of technological change, disability or the like, an employee is demoted to easier, lower-paying work with no reduction in pay.

REOPENER

A provision calling for reopening a COLLECTIVE AGREEMENT at a specified time prior to its expiration for bargaining on stated subjects such as a wage increase, pension, health and welfare, etc.

REPRESENTATION VOTE

A vote ordered by a LABOUR RELATIONS BOARD to determine whether employees in an appropriate BARGAINING UNIT wish to have a particular union represent them as their BARGAINING AGENT.

RETROACTIVE PAY

Delayed payment of part of the wages earned during a particular period, the delay being caused by negotiated wage increases dating back earlier than the date they were agreed upon.

RIGHT OF ASSOCIATION

Right of employees to join together in unions to promote better wages and working conditions.

RIGHT-TO-WORK LAWS

Laws which have the effect of outlawing UNION-SECURITY contract provisions.

SAVING CLAUSE

A provision in a COLLECTIVE AGREEMENT or statute that if any part of the agreement or statutes is held illegal, the rest of it will not be affected. Sometimes referred to as “separability clause”.

SCAB

Worker who refuses to join co-workers in a STRIKE. Sometimes applied to members of a non-striking union who pass through a striking union’s PICKET LINE.

SENIORITY

An employee’s length of service with an employer as a member in good standing of the union. See your collective agreement.

SEVERANCE PAY/DISMISSAL PAY

A lump-sum payment by an employer to a worker whose employment is permanently ended, usually for causes beyond the worker’s control. This payment is in addition to any back wages due the worker.

SHIFT

The work period of a group of employees in an establishment which has different groups working different periods during the 24-hour day. A shift is referred to as a “tour”, “trick”, or “watch” in some industries.

SHIFT DIFFERENTIAL

A premium wage, which may be a percentage, a flat sum or a time leeway, paid workers on other than the day shift to compensate them for their inconvenient working hours. See your collective agreement.

SLOWDOWN

A deliberate lessening of work effort without an all-out strike, in order to force concessions from the employer. A variation of this is called work-to-rule – a strike in which workers, tongue in cheek, simply obey all laws and rules applying to their work.

STRIKE

A cessation of work or a refusal to work or to continue to work by employees in combination or in accordance with a common understanding, for the purpose of compelling an employer to agree to terms or conditions of employment. Usually the last stage of COLLECTIVE BARGAINING when all other means have failed. Except in special cases, strikes are legal when a collective agreement is not in force. A Rotating or Hit-and-Run strike is a strike organized in such a way that only part of the employees stop work at any given time, each group taking its turn. A sympathy strike is a strike by workers not directly involved in a labour dispute – an attempt to show labour solidarity and bring pressure on a n employer in a labour dispute.

STRIKE BENEFITS

Sums paid by a union to its striking members to help finance them during the strike.

STRIKE FUND

Reserve accumulated by a union to provide members with some income while on strike and to pay expenses connected with strikes. See also DEFENCE FUND.

STRIKE NOTICE

Formal announcement by a group of workers to their employer or to an appropriate government agency that as of a certain date they will go on strike.

STRIKE VOTE

A vote conducted among employees in the BARGAINING UNIT on the question of whether they authorize the union to commence strike action.

SUCCESSOR EMPLOYER

Where an employer who is bound by or is a party to a COLLECTIVE AGREEMENT with a trade union or council of trade unions sells his business, the person to whom the business has been sold is, until the LABOUR RELATIONS BOARD otherwise declares, bound by the COLLECTIVE AGREEMENT as if he had been a party thereto.

UNFAIR LABOUR PRACTICES

Those employer or union activities that are classed as “unfair” by labour relations acts.

UNION LABEL: BUG

A tag, imprint or design affixed to a product to show it was made by union labour.

UNION SECURITY CLAUSE

Provision in union contract that fixes the position of the union in the plant and its relation to the workers and their jobs; for example, “closed shop” and “maintenance-of-membership” clauses.

UNION SHOP

Form of union security under which an employer may hire non-union workers who must, however, become members after they are employed as a condition of retaining their employee status.

UNION SHOP CARD

A card furnished by a union for display – to inform consumers that the establishment is operating under a union contract.

VESTED RIGHTS

Pension and profit-sharing plan benefits which irrevocably accrue to an employee upon satisfying the conditions specified in the plan.

WALKOUT

Loose term for a strike.

WHITE COLLAR WORKERS

Generally, employees engaged in office, clerical, administrative, technical and professional work.

WILDCAT STRIKE

Is a strike violating the COLLECTIVE AGREEMENT and not authorized by the union. Also referred to as ILLEGAL STRIKE.

WORK TO RULE

A strike where workers obey all laws and rules pertaining to their work, thereby effecting a slowdown; a refusal to perform duties which, though related, are not explicitly included in the job description.

WORKING CONDITIONS

Conditions pertaining to the job environment, such as hours of work, safety, paid holidays and vacations, rest period, free clothing or uniforms, possibilities of advancement, etc. Many of these are included in the collective agreement and subject to collective bargaining.

MoveUP WEBSITE

JOB STEWARD SECTION

MoveUP FORMS

MoveUP Union Fact Sheet

Supplement Forms:

- ❖ Questions to Ask Management on Grievances – Related to Discipline
- ❖ Questions to Ask Management on Grievances – Related to Job Selection
- ❖ Questions to Ask on Grievances – Related to Work Performance

MoveUP Grievance Form

MoveUP Grievance Hearing Outline

MoveUP Grievance Hearing Notes

MoveUP REFERENCES

MoveUP Constitution

MoveUP By-Laws

MoveUP Policy Statements

MoveUP Confidentiality Paper

Reference to the following can be found on the home page under “Contacts”

MoveUP Executive Board Members

MoveUP Staff

MoveUP List of Union Committees

MoveUP NEW MEMBER ORIENTATION

<http://moveuptogether.ca/about/how-MoveUP-helps-you>

- ❖ Member Orientation Handbook
- ❖ New Member Videos
- ❖ Power Point Presentation

OTHER LINKS

BC Federation of Labour
www.bcfed.com

Canadian Labour Congress
www.canadianlabour.ca

Labour Relations Board of BC
• **Employment Standards Act**
www.labour.gov.bc.ca/esb/

Labour Relations Board of BC
www.lrb.bc.ca

Employment Insurance
www.servicecanada.gc.ca

Worker's Compensation Board
www.worksafebc.com