

HOW TO ENFORCE WORKPLACE RIGHTS AND FIX WORKPLACE PROBLEMS

A Steward's Legal Guide

**Legal Department
UFCW International Union
1775 K Street, N.W.
Washington, DC 20006
(202) 223-3111**

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Introduction

Stewards play one of the most important roles in protecting our rights in the workplace. Stewards watch supervisors and managers to make sure they follow our contract and honor our other rights. Stewards also make sure that supervisors and managers treat members fairly and with respect and dignity.

The law recognizes the important role stewards play. When acting as stewards, stewards are – **by law** – on the same level with supervisors and managers. Supervisors and managers must treat stewards equally, the same way they treat other managers. Stewards do not have to defer to supervisors or managers. While they should act respectfully, politely and professionally, stewards can and should stand and speak up and be strong.

Example: During a grievance meeting, a supervisor cannot continually interrupt the steward or tell the steward to be quiet. Instead, the supervisor must respect the steward and let the steward talk, ask questions and make arguments without interruption.

When stewards represent members, they should always remember that **THIS OUR CONTRACT, NOT THE COMPANY'S**. Stewards and our union tell the company what the contract means, what violates our contract and what problems members can grieve, not the other way around.

When interacting with members, other stewards and even company representatives, stewards should act respectfully and professionally. Stewards should let members speak and listen to members. Stewards should never harass members or say or do things that members might find offensive or might make them feel uncomfortable.

Stewards should always treat members the way we expect the company to treat members: with respect and dignity.

And, stewards should keep confidential sensitive issues members ask stewards to help with or sensitive information stewards learn while representing members or investigating grievances. Stewards should never disclose these issues or this information, except to the extent necessary to represent the member or investigate the grievance.



Summary

- Stewards watch supervisors and managers to make sure they follow our contract and respect other workplace rights.
- Stewards make sure that supervisors and managers treat members fairly and with respect and dignity.
- When members act as stewards, they are equal to supervisors and managers.
- We say what our contract means, not the company.
- Stewards should treat all members respectfully and professionally.
- Stewards should keep sensitive member issues and information confidential.



The importance of consistent, vigilant and aggressive enforcement of our contract and other rights

The way to make sure that the company follows the contract is for stewards and members to work hard to make sure that supervisors and managers do so. When the company fails to follow our contract, the process under our contract to force the company to do so is the “grievance process.” The process ends in arbitration.

The process begins with stewards consistently and aggressively enforcing the contract. Carefully enforcing the contract is important because it:

- Guarantees that our members enjoy the rights, benefits and protections our union won at the bargaining table.
- Makes sure our contract means what we intend. If we let the company continue to violate the contract, we might put the company in a position where the company can in effect change the contract by creating a new practice or by waiving our right to enforce the contract.

Example: If the company frequently assigns members out of classification, but does not pay the members the higher rate, the union may waive the right to require the company to pay the higher rate if the union doesn't demand that the company do so.

- Makes sure that our contract applies the right way to new or unforeseen situations. No matter how carefully written, no contract can foresee every issue or situation. If we don't make the company correctly apply our contract to new situations, the company may be able to change how the contract applies to these situations or narrow its protections in the future.

Example: The company and the union agree to a new, no-fault time and attendance policy that does not talk about what happens if members cannot work due to weather. When members can't get to work because of a snow storm, our union should take the position that no one should receive attendance points because members should not be penalized for acts of nature. Our failure to take that position might result in a new

practice where the company gives attendance points when members can't get to work because of weather.

- Makes management respect stewards and the union. When they know that we are determined to vigorously enforce the contract, most supervisors and managers think twice before violating it or acting unfairly or unreasonably. This makes stewards more effective and their job easier.
- Helps improve our contract. Sometimes our union cannot favorably settle an issue because of bad contract language. When contract enforcement reveals these weaknesses, our union can try to change the language during the next contract negotiations.

Example: If contract enforcement shows that senior members find it difficult to get promotions because contract language allows the company to promote the most qualified applicant no matter seniority, our union can bargain for new language requiring the company to promote the most senior applicant who meets the position's **minimum** qualifications.

- Protects our union's ability to arbitrate successfully. If we do not promptly and consistently enforce the contract, an arbitrator may deny the grievance because our union filed or appealed the grievance too late.

Example: If a grievance is not filed within our contract's time limit, an arbitrator may deny the grievance because it cannot be arbitrated or is not "arbitrable" because the grievance violated the time limits. This is especially possible if the grievance is filed several weeks late and the company can show that, as a result, the company was not able to talk to all witnesses close to the time the incident occurred.

Example: Our contract requires the company to pay members for time they take to put on and take off safety equipment and clothing. The union didn't object when the company failed to pay for this time. An arbitrator may rule that the failure to demand that the company pay proves that the union did not intend our contract to require the company to pay for this time.

- Maintains the strength of our union. Even the best contract is only a promise. To keep our union strong, we must make sure the company keeps the promise.

Resolving workplace problems

There are two ways stewards can settle workplace problems. First, stewards can require the company to discuss or bargain over the problem. Second, stewards can “grieve” the problem under the contract’s grievance procedure.

Discussing or bargaining problems with the company: Stewards can demand that the company talk about or bargain over workplace problems. The main federal labor law -- National Labor Relations Act -- requires companies to bargain over all matters related to members’ work life. The company’s obligation to bargain is broad. It requires supervisors to discuss problems, even if they do not involve a contract provision.

Stewards should try to get supervisors to fix issues members raise that don't involve contract violations. While these issues are sometimes called “gripes,” they are important to the members who raise them. Stewards should try to fix these issues, even if they can’t use the contract to force the company to do what the members want. Stewards should approach supervisors or managers, make a case and convince them to do what the member wants.

Example: If a supervisor denies a junior member’s request to for a day off to attend a daughter’s wedding because the contract requires the company to schedule by seniority, the supervisor must still talk to the steward about this member’s request. While the supervisor can refuse to change the schedule, the supervisor must listen to the steward even though the steward argues something other than that the company violated the contract. Often, this will be enough to solve the member’s problem.

The steward or the member could, for example, find a more senior member who’s willing to cover for the member on the day of the wedding. This could convince the supervisor to switch shifts.

Because these types of problems are not contract violations, stewards may not be able to force the company to accommodate the member. But many members will still appreciate the effort the steward made on their behalf.

If a member insists on pursuing these types of problems, stewards shouldn't refuse to file a grievance. Just let the member know that it is unlikely that the union will be able to force the company to do anything about the member's problem. Stewards should file the grievance and try to solve the problem by talking or arguing with the company.

Using grievances to solve workplace problems: When stewards use our contract's grievance procedure to solve a workplace problem, they file a "grievance." Technically, a grievance is a problem arising out of the interpretation of the contract. It's a grievance if the company did something that:

- violated a contract provision
- violated a company policy or rule
- violated a past practice, or
- treated a member or grievant differently than other members in the same situation or with similar problems.

When determining whether a member's problem involves a violation of the contract, always **remember that the contract means what our union says it means. Don't let the company tell you what our contract means.**

Management rights clauses: Often, a member's general complaint about unfair or unreasonable management treatment can be grieved under our contract's "management rights" clause. While management rights clauses frequently seem to grant companies broad authority to do certain things, most arbitrators require that the company exercise that authority "reasonably." In other words, although the management rights

clause gives supervisors the authority to direct members, it doesn't grant the authority to manage members unreasonably, unfairly, maliciously, or arbitrarily.

So, if a steward can show that what the supervisor did was unreasonable or unfair, the steward can argue that the supervisor violated the management rights clause.

Example: A supervisor may violate the management rights clause if the supervisor is rude or unreasonably assigns heavy duty to smaller, physically weaker members when stronger members are available.

Past practices: Some grievances are based on past practices. A past practice occurs when the union and the company know or should have known about something happening in the workplace and neither objects. When that course of conduct continues or occurs more than a few times, it becomes a past practice.

Example: The company posts schedules on Wednesday, even though the scheduling policy allows the company to post schedules on Thursdays. Members begin to rely on getting their schedules earlier. This could become a past practice, even though it's different than the written policy.

To prove past practices, stewards must show that the company acted in a certain way in a particular situation on several occasions and that some supervisor or manager should have known it.

Example: The company may have created a past practice by not terminating 8 members who were absent 10 times during the past year even though the time and attendance policy says that the company can fire members who are absent 10 times during a year.

If the company tries to fire another member who was absent 10 times, stewards can argue that that termination would violate the past practice that in effect changed the policy so that it now takes 11 absences to get fired.

If the grievance is based on a past practice, stewards should collect as many solid, specific examples of the practice as possible. If the company can match every one of the union's examples with one that shows there's been no consistent practice, the union will not win the grievance.

Example: If the steward can show 3 occasions over the past year when the company did not discipline members who were late 5 times in a month, the union will not succeed if the company can show 10 occasions when the company disciplined members who were late 5 times.

Preparing to argue grievances: When preparing to argue a grievance, identify specific contract provisions, policies, rules or past practices that the company violated. To find the right provisions of the contract, read the table of contents and page through the whole contract. Carefully read every possibly relevant provision.

Follow the contract's time limits: To make sure the company addresses grievances on the merits, it is important to strictly follow the time limits of the grievance procedure. Grievances that are filed or appealed to the next step of the grievance procedure **after** the time limits put the company in a position where the company can deny the grievance based on a procedural technicality.

Worse yet, if the union arbitrates the grievance, arbitrators sometimes split their decision and rule in favor of the union on the procedural time limit issue but in favor of the company on the substance. So, the end result is that the member loses. The only way to avoid this split decision is to make sure **every** grievance is filed and appealed on time.

If in doubt, **always** file and appeal grievances. While the union can withdraw grievances or agree to return to earlier grievance steps, companies won't always agree to waive time limits.

Writing grievances: When filling out grievance forms, identify every possible contract provision that the company may have violated. Describe the violation in the broadest and most general way. The actual contract provisions involved and the specific facts can be narrowed as the union and the company go through the grievance procedure.



Summary

- Federal labor law requires companies to listen to, talk with and answer steward questions about workplace problems.
- Companies must talk to stewards about any issue related to the workplace.
- Companies must even talk to stewards about problems that are not contract violations.
- Stewards can try to fix problems by filing grievances under the contract's grievance procedure.
- Stewards can base grievances on:
 - ◆ a provision of the contract
 - ◆ a company policy or rule
 - ◆ a past practice, or
 - ◆ the company treating the grievant differently than other members in the same situation or with a similar problem.
- A past practice is when something happens at least several times and some supervisor or manager knew or should have known it.
- Companies violate the contract's management rights clause when they manage unreasonably, unfairly, maliciously or arbitrarily.

- To avoid allowing companies to deny grievances based on procedural technicalities, stewards should file and appeal grievances within the time limits of the contract's grievance procedure.



Grievance investigations: Investigate grievances as soon as possible. Be careful about giving the member your opinion on how strong the grievance is until after the investigation is over and the union has considered the company's position and evidence.

Begin the investigation by talking to the member. Then, read the relevant contract provisions, company policies and rules. This will identify which facts are relevant and which are not, and, in turn, define the scope of your investigation.

Then, talk with all witnesses the member identifies and you think of.

Question only those witnesses who have direct, first-hand knowledge of the matters related to the grievance. This means talking only to people who actually saw, heard, felt, tasted or smelled these matters themselves. Don't waste your time talking to someone who knows someone who supposedly saw what happened. Have the grievant talk to these people and bring you a list of witnesses with first-hand knowledge.

Don't take the member's word for what witnesses will say, and don't take a supervisor's word for what the company's witnesses will say. Talk to the witnesses yourself. And, don't not assume or guess what the facts are or what witnesses might say.

After you investigate the member's case, ask the company for its position, talk to the company's witnesses and look at its evidence.

Important: Take detailed notes of what witnesses say and keep copies of all documents. Keep notes and documents in one place so you have them when the union needs them.

By conducting investigations this way, stewards will identify the facts that the evidence supports. This, our union can confidently rely on.

Stewards should be sure to inform members of the strengths and weaknesses of their grievances as soon as they complete their investigations and their assessments of the merits of the grievance. Equally important is letting the member know what settlements or remedies are realistically available.

Witness questions – one guide: There is no single way of questioning witnesses. Each interview will be different and depend on the workplace rights involved, the evidence the member provides and the particular steward's experience.

What's most important in questioning witnesses is to listen carefully. A good way to listen is asking open-ended questions and then listening to the member's responses to open-ended questions.

Example: Instead of asking, "so, you were late 5 times last month?" ask:

"Were you late last month?"

"How many times?"

"How late were you each time you were late?"

"Why were you late each time?"

Focus on what the witness is trying to say. Ask follow up questions to:

- clarify that you understand what the witness is really saying,
- find out if the witness actually knows what the witness is saying or if the witness is guessing, and
- get all of the relevant details.

If the witness says some things that don't make sense, ask follow up questions to find out if the witness can reasonably explain what doesn't make sense.

One guide that may help stewards come up with questions is the "5-W's":

- **What** happened?
- **Who** was involved or saw what happened or knows about the situation? Get names, classifications, departments and contact information.
- **When** did it happen?
- **Where** did it happen?
- **Why** did it happen? The answer can help come up with questions for other witnesses and supervisors.

Important: While the 5-W's are helpful, stewards should think about other questions they should ask based on what the witness says. Don't let the 5-W's limit the questions asked or follow-up questions.

Example: A supervisor tells a steward that the supervisor heard one member threaten another while the line was running. The steward should ask:

- Where was the supervisor?
- Was the supervisor close enough to hear?
- Was the supervisor supposed to be wearing earplugs? If yes, was the supervisor wearing earplugs? If no, why wasn't the supervisor wearing earplugs?
- How loud is this part of the plant?

Who to believe?

Stewards should decide who to believe and draw conclusions about what actually happened by asking:

- Was the witness there?
- Did the witness see what happened?
- Did the witness remember what happened?
- Does the witness have a reason to lie or exaggerate?

- **Most important:** Does the witness's story make sense based on common, everyday experience? If a story doesn't make sense, it is likely not the truth.

Example: A supervisor says a member seriously threatened to beat up the supervisor. But the supervisor didn't report the threat to management, HR or the police. Wouldn't someone who really believed someone else threatened them report the threat?

Example: A member claims a supervisor disciplined the member because of a personality conflict. The member is likely right if the reason the supervisor gives for the discipline doesn't make sense or the supervisor offers different reasons for the discipline.

Requests for company information and document: Stewards should ask the company for information and documents related to the issue. The **law requires** the company to provide information and documents related to the issue, whether or not the union files a grievance. This includes all information and documents that could support or undermine the company's position or the union's position.

Do not be afraid to ask for information or documents. They will assist you in handling workplace problems and grievances and will make the company consider settling the issue. Well written information and document requests often will help persuade companies to favorably settle grievances because it forces **the company** to think about the strengths and weaknesses of **their** cases. The sooner companies realize their cases are weak the sooner they will seriously consider settling.

Ask for anything **you** believe may relate to or help you with the workplace problem or grievance. Don't take no for an answer.

Examples: If the issue involves the company failing to schedule by seniority, ask for:

- Documents showing the member's seniority and availability
- Documents showing the seniority of the member who worked the schedule the member wanted
- If helpful, schedules for the past month

If the grievance involves a discharge or discipline, ask for:

- The grievant's personnel file
- Copies of all discipline of the grievant, whether or not in their personnel file
- All performance evaluations
- All documents the company looked at or based the decision on
- All relevant company policies and rules
- A list of all other members the company discharged or disciplined for the same or similar reason
- If the grievance involves a past practice, ask the company for all documents which it says proves or disproves the practice

If the grievance involves a health and safety violation, ask for:

- The complete log of workplace injuries and illnesses, both the Summary OSHA form 300A, and the full log, OSHA form 300, for the past 5 years
- All noise exposure records for the past 2 years
- A list of all job categories where noise levels exceed 85 decibels
- Documents related to any incentive programs related to workplace health or safety
- Policies that impose discipline on members who suffer or report an injury or illness

- Documents written by any consultant or the company relating to safety or health
- If the grievance involves member exposure to chemicals:
 - ◆ results of tests for the exposure of members to chemicals for the past 2 years, and
 - ◆ Material Safety Data Sheets for hazardous chemicals

Information and documents the company claims are “confidential”: Don't let the company say that it won't provide information or documents because they are confidential, "proprietary" or otherwise privileged. The federal government agency that enforces federal labor law -- the National Labor Relations Board -- interprets the term confidential very narrowly. For example, sensitive information about other members or customers is **not** confidential. When the NLRB does consider information confidential, the NLRB requires companies to provide the information as long as the union signs an agreement that is acceptable to the union that allows the union to show the information to people, like accountants, health and safety experts and lawyers, who help the union use the information.

Alternatively, if a company refuses to provide information because it claims that the information is confidential, stewards should tell the company that it has two choices. If it really doesn't want to produce the information, the company can do what the member is requesting or grant the grievance. If the company refuses to settle the problem, then it'll have to provide the information or the company's refusal will force the union to file an unfair labor practice charge with the NLRB.

HIPAA or the Health Insurance Portability and Accountability Act: Some companies will try to refuse to provide information about the health, illness, injury or healthcare of other members or the leave they took for those reasons based on "HIPAA." HIPAA restricts health care providers, like hospitals and clinics, and health insurance companies from disclosing health or healthcare information. For this reason, HIPAA does **not** apply to companies **unless** they provided healthcare to the member or are the member's health insurance company. So, if the information is relevant to the issue or grievance, the company must provide the information to the union and cannot refuse to do so based on HIPAA.



Summary

- Begin grievance investigations by talking to the member and reading the relevant contract provisions, company policies and rules.
- Question only those witnesses who have direct, first-hand knowledge of the matters relevant to the grievance.
- Don't take anyone's word for what witnesses will say, and don't not assume or guess what they might say.
- Listen carefully and ask follow up questions:
 - ◆ to clarify what the witness is trying to say,
 - ◆ to find out if the witness actually knows what the witness is saying or is guessing, and
 - ◆ to get all of the relevant details.
- Think about what witnesses said. Did they see and remember what they saw? Do they have any reason to lie or exaggerate? Do parts of their stories not make sense?

- Stewards should request the company to provide information and documents.
- Companies have to provide confidential information as long as the union signs a non-disclosure agreement.



Grievance settlements or remedies: The only settlement or “remedy” available for grievances is putting the grievant back where the grievant would have been but for the company's action or misconduct.

Examples: In termination cases, this means reinstatement to the member’s old job, backpay, back benefits, interest — minus any wages the member earned after the termination — and removing any reference to the termination from the member’s personnel file and employment records.

In mis-scheduling cases, this means paying for the hours the company should have scheduled the member for.

In harassment or unfair treatment cases, it means the company’s agreement that the supervisor will treat the member with respect in the future and, possibly, apologize.

Settlements may involve different remedies.

In the end, the appropriate settlement is the one that most satisfies the member and that the steward convinces the supervisor to agree to.

No penalties or "punitive" damages are available. Tell the member to forget about the huge recoveries members hear about on TV.

Stewards should educate members on realistic settlements at the beginning of the process so they aren't surprised when they only get types of remedies available.

Communicating with members: Stewards will do a better job representing members if they effectively communicate with members. Effective communication begins with really listening to the member’s complaint. Many members just want to vent. Time

spent listening at the beginning could later save a lot of time spent on investigations and meetings with supervisors or managers.

Stewards should return phone calls or other messages as soon as they can.

Stewards should also keep members informed about what is happening with their problem or grievance. By updating grievants on grievance appeals, settlements and withdrawals, stewards help unions avoid violate the law. This is because the NLRB is taking the position that unions violate the law when they don't return member phone calls or don't keep members informed about the progress of their grievances

Finally, involve the member as much as possible in meetings with the company.



Summary

- To represent members well, stewards must effectively communicate with members.
- Stewards should involve members as much as possible in grievance meetings.
- To help the union avoid legal liability, stewards should:
 - ◆ promptly return phone calls and other messages, and
 - ◆ continually update grievants on the status of their grievances, including appeals, settlements and withdrawals.



Arbitrations: Arbitrations are the last step of the grievance process. Arbitrations are hearings or mini- or informal trials where the union (often with lawyers) and companies

(almost always with lawyers) present evidence and make arguments to a neutral decision-maker or arbitrator who decides the grievance.

The union and the company call witnesses and offer documents into evidence. Then, the lawyers either orally argue or file written documents or briefs arguing why the arbitrator should find the facts their way and rule in their favor.

The arbitrator then issues a written ruling deciding the grievance and explaining the decision. The arbitrator's decision is final.

Weingarten rights

In the Weingarten case, the Supreme Court ruled that union-represented workers have the right to union representation during all meetings or discussions with supervisors or managers that the member reasonably believes might lead to discipline. These include discussions on the work floor, in work areas, offices and even outside the facility.

Nine times out of ten, stewards are the representatives who attend these meetings.

The law requires the supervisor or manager at the beginning of the discussion to disclose what the meeting is about and to give the member the chance to request a witness. For example, the law requires the supervisor to say at the start of the meeting, "we're here to ask John about why he didn't show up to work last Thursday." Members can demand the presence of any on-duty steward the member chooses. If none is available, the supervisor must postpone the meeting until one is available. Companies may not punish members for exercising this right to a witness.

Encourage all members to exercise their rights to a witness. This is important because a member **waives** the right to a witness if the **member** does not **speak up** and **request a witness**.

The role of stewards in disciplinary meetings is to hear everything that is said, and to ensure that supervisors and managers do not question the member unfairly by, for example, putting words in the member's mouth or by bullying members into agreeing to things they otherwise would not agree to. When supervisors or managers ask unfair questions, stewards should interrupt and demand that the supervisor or manager ask questions clearly and fairly. If they ask an awkward, run-on or confusing question, the steward can jump in and ask them to rephrase the question. Similarly, the steward can jump in if the supervisor or manager tries to trick the member into agreeing to something.

Stewards can insist that supervisors permit members to tell their side of the story and present their case, and can ask for meeting breaks to confer with members.

Companies' obligation to bargain

The obligation of companies to discuss with our union or bargain over members' "terms and conditions of employment" is broad. It requires the company to give the union advance notice and an opportunity to discuss or bargain **before** the company changes an employment term, including issuing a new policy or changing an existing one.

This obligation requires companies to bargain not only over matters in our contract, but over anything else related to the workplace, including company rules, policies, procedures, and how supervisors and managers supervise or direct members.

Example: The company issues a revised or new time and attendance policy. No contract provision covers time and attendance. Even so, the company must bargain with the union before issuing the new policy. This means that the company must give the union advance notice of the policy and an opportunity to bargain whether the company should issue the policy at all or change the policy.

The only exception to the company's bargaining obligation is if the company already fulfilled the obligation by meeting and bargaining with our union over the matter.

Example: During contract negotiations, the company discussed how the company sometimes needs the discretion to change the colors of hardhats worn in the plant. The union agreed to a contract provision stating that the company has the discretion to change hardhat colors without bargaining with the union. When the company bargained this contract provision, the company met its obligation to bargain and does not have to bargain again when the company changes colors during the term of our contract.

Bargaining subjects: The matters or subjects companies must bargain over are broad. Examples:

- arbitration procedures
- bonus programs
- changes from salary to hourly wage rates
- days off including vacation, holidays, personal and sick days, and jury duty
- discipline
- drug and alcohol programs
- family and medical leave
- fringe benefits, including healthcare, pension, 401(k) and other savings programs, life insurance
- grievance procedures
- hours
- immigration
- merit raises
- layoffs and recalls
- company policies, including drug and alcohol testing, and family and medical leave
- promotions
- schedules
- seniority
- Social Security number no-match policies
- surveillance cameras
- Thanksgiving or Christmas turkeys
- time clocks
- transfers
- union security
- use of bulletin boards

- vending machine prices and contents
- wage rates
- work assignments
- work loads
- work preservation so members (and not supervisors or outsiders) do bargaining unit work
- work rules, including rules regarding absenteeism and tardiness, lunch breaks, dress codes, fighting or workplace violence, parking or safety
- worker discounts
- worker free choice or card check agreements for stores or facilities similar to those already under contract
- worker physicals

Duty of fair representation

The union owes all bargaining unit workers a "duty of fair representation" because, by law, the union is their exclusive workplace representative. This means that the union can't discriminate based on race, age, sex, national origin, sexual orientation, etc., and cannot be "irrational" in the way it represents workers. In short, if the union has a reasonable reason for what it did, the union has fulfilled its obligation.

But this is not the end of the analysis.

Mistreated or ignored members sometimes file cases stating that unions violated their duty of fair representation in the way they represented the members. These cases needlessly cost our union tens of thousands of dollars in attorneys fees.

Unions can save these fees by servicing their members well. That is, few members will file charges if their unions listen to them, file grievances when they insist, return their phone calls or other messages, let them know how their grievances are progressing, and represent them as much as possible.

If unions service members well, members usually appreciate what they did for them even if the union doesn't win and are in turn much less likely to charge our union with a violation of its duty of fair representation.

Finally, stewards should return all of the grievant's phone calls, texts and other messages. And, stewards should as soon as possible update grievants on the status of their grievances including appeals to the next step in the grievance process, settlements and withdrawals of grievances. Unions may violate their duty of fair representation if stewards don't keep grievants informed of the status of their grievances.

Grievance Handling Checklist

If a member has a workplace problem

- Talk to member as soon as possible.
- Let member tell the story.
- Listen closely. Do not interrupt. Create a positive and sympathetic atmosphere.
- Take notes.
- When member finishes the story, ask questions.
- Get details, names of witnesses and types of documents the member believes will help with the grievance.
- Discuss what member wants. Explain the possible and realistic remedies.
- Tell the member what you understand the member's problem to be and the settlement the member wants.

File grievance

- Check contract's filing time limit.
- Write grievance citing as many contract provisions as possible and describing facts as generally as possible.
- Within our contract's time limit, file the grievance.

Investigate the grievance

- Investigate with an open mind. Do not personalize issues or prejudge grievance's merits. Maintain an objective attitude.
- Interview the member
- Read relevant contract provisions and company policies or rules.
- Interview the member's witnesses and any other witnesses with first-hand information.
- Then, interview company's witnesses and look at the company's evidence.

- In past practice cases, identify as many examples of the practice as possible.
- Request all relevant information and documents from company.
- Take detailed notes of what witnesses say and keep copies of all relevant documents.

While processing the grievance

- Answer the member's questions, calls, texts and other messages.
- Involve member as much as possible.
- Regularly inform the member of the status of the grievance, including what occurred at grievance meetings and upcoming grievance steps and appeals. Do so as soon as possible. Document notifying the member.
- Coordinate with your union.
- Inform members immediately when the union settles or withdraws grievances.

