

IAM TIMELINE

Our History

1888: 19 machinists meeting in locomotive pit at Atlanta, GA, vote to form a trade union. Machinists earn 20 to 25 cents an hour for 10-hour day.

1889: 34 locals represented at the first Machinists convention, held in Georgia State Senate Chamber, elect Tom Talbot as Grand Master Machinist. A monthly journal is started.

1890: First Canadian local chartered at Stratford, Ont. Union is named International Association of Machinists. Headquarters set up in Richmond, VA. Membership at 4,000.

1891: IAM Local 145 asks \$3 for a 10-hour day.

1892: First railroad agreement signed with Atcheson, Topeka & Santa Fe.

1895: IAM joins American Federation of Labor (AFL), moves headquarters to Chicago.

1898: IAM Local 52, Pittsburgh, conducts first successful strike for 9-hour day.

1899: Time-and-a-half for overtime has become prevalent. Headquarters moved to Washington, D.C.

1903: Specialists admitted to membership. Drive begins for 8-hour day.

1905: Apprentices admitted to membership. There are 769 locals. Railroad machinists earn 36 to 43 cents an hour for 9-hour day.

1908: Metal Trades Department established within AFL with IAM President James O'Connell as president.

1911: Women admitted to membership with equal rights.

1912: Railway Employees Department established in AFL with Machinist A. O. Wharton as President.

1914: Congress passes Clayton Act limiting use of injunctions in labor disputes and making picketing legal.

1915: IAM wins 8-hour in many shops and factories. IAM affiliates with International Metalworkers Federation.

1916: Auto mechanics admitted to membership.

1918: IAM membership reaches 331,000.

1920: Headquarters moved to first Machinists Building, at 9th & Mt. Vernon Pl., N.W., Washington, D.C. British Amalgamated Engineering Union cedes its North American locals to IAM.

1920: Machinists earn 72 to 90 cents an hour for 44-hour week.

1922: 79,000 railroad machinists pin shopmen's strike against second post-war wage cut. Membership declines to 148,000.

1924: IAM convention endorses Robert M. LaFollette, Sr., for President.

1926: Congress passes Railway Labor Act requiring carriers to bargain and forbidding discrimination against union members.

1927: IAM urges ratification of Child Labor Amendments to U.S. Constitution; 2,500,000 children under 16 are working at substandard wages.

1928: 250 delegates at 18th IAM convention urge 5-day week to alleviate unemployment.

1929: Depression layoffs cut IAM membership to 70,000.

1932: Congress passes Norris LaGuardia Act banning use of court injunctions in labor disputes. Wisconsin adopts first unemployment insurance act. Nearly 30% of union members are jobless.

1933: IAM backs National Recovery drive and 40-hour week. FOR picks IAM Vice President Robert Fechner to head new Civilian Conservative Corps. Membership sinks to 56,000.

1934: IAM establishes Research Department.

1935: Congress adopts National Labor Relations Act establishing right to organize and requiring employers to bargain in good faith. IAM opens drive to organize aircraft industry.

1936: First industrial union agreement signed with Boeing, Seattle. IAM convention endorses FDR for President. Membership climbs to 130,000.

1937: Social Security and Railroad Retirement Acts now in operation. IAM

negotiates paid vacations in 26% of its agreements.

1939: IAM signs first union agreement in air transport industry with Eastern.

1940: Machinists rates average 80 cents an hour. IAM pledges full support to National Defense program. IAM membership climbs to 188,000.

1941: IAM pledges hail support to win the war including no-strike pledge.

1944: 76,000 IAM members serve in armed forces. Total membership now 776,000.

1945: First agreement with Remington Rand. IAM convention votes to establish weekly newspaper, education department. Widespread layoffs follow end of World War II.

1946: 88% of IAM agreements now provide for paid vacations.

1947: Congress enacts anti-union Taft-Hartley Act. Machinists Non-Partisan Political League founded. IAM Legal Department established. Machinists average \$1.56 an hour.

1948: IAM membership opened to all regardless of race or color. IAM convention endorses Harry Truman for President.

1949: Railroad machinists win 40-hour week. Membership down to 501,000.

1950: IAM joins International Transport Workers Federation. Machinists now average \$1.82 an hour.

1951: IAM pledges full support of UN action in Korea.

1952: Employees on 85% of airlines now protected by IAM agreements. 92% of IAM contracts provide for paid holidays.

1953: IAM has contracts fixing wages and working conditions with 13,500 employers. IAM Atomic Energy Conference organized.

1955: AFL and Congress of Industrial Organizations (CIO) merge, Machinist Al Hayes elected Vice President and chairman of Ethical Practices Committee. 70% of IAM contracts now have health and welfare provisions. Machinists average \$2.33 an hour.

1956: 2,000th active local chartered. New ten story Machinists Building dedicated at 1300 Connecticut Ave., Washington, DC.

1958: IAM convention establishes a strike fund which was approved by the

membership in a referendum vote. IAM membership now tops 903,000.

1959: Congress enacts anti-union Landrum-Griffin Act.

1960: IAM convention endorses JFK for President after personal visits from both Kennedy and Richard Nixon. IAM convention establishes college scholarship program. IAM establishes Labor Management Pension Fund.

1962: IAM Electronics Conference established. JFK issues Executive Order giving Federal employees a limited right to collective bargaining. Machinists now average \$3.10 an hour.

1964: IAM convention endorses LBJ for President, after a personal appearance. Delegates vote to change name to International Association of Machinists and Aerospace Workers. Membership at 800,000.

1966: IAM members strike five major airlines and finally break through unfair 3.2% limit on wage increases. First dental care plan negotiated with Aerojet General.

1967: Railroad machinists lead shopcrafts against nation's railroads. Congress forces return to work and arbitration.

1968: IAM membership tops 1,000,000. Machinists average \$3.44 an hour.

1969: IAM member, Edwin (Buzz) Aldrin, the first space mechanic walks on the moon.

1970: Congress votes first Federal Occupational Safety and Health law. IAM is one of 19 unions in first successful coordinated bargaining effort against GE.

1971: IAM wins biggest back pay award in history, more than \$54,500,00 for 1,000 members locked out illegally by National Airlines. IAM establishes Job Safety & Health Department.

1972: IAM membership drops to 902,000 as a result of recession and layoffs in defense industries. IAM President Floyd Smith quits U.S. Pay Board to protest unfair economic policies. IAM convention endorses Sen. George McGovern for President.

1973: IAM and UAW hold first joint Legislative Conference with 1,000 delegates in attendance. Machinists average \$4.71 an hour. Membership rises to 927,000.

1974: Watergate scandal cast its shadow over labor unions along with the rest of the country. When President Nixon resigned, IAM wired President Gerald Ford, "You can count on our support and cooperation in your efforts to bring America back to the principles upon which it was founded."

1976: IAM convention endorses Jimmy Carter for U.S. President., Delegates vote to set up Civil Rights and Organizing departments and expand community services program.

1977: William W. Winpisinger sworn in as the IAM's 11th president.

1979: Citizen/Labor Energy Coalition launches first Stop Big Oil day to protest obscene profits by oil conglomerates while American workers' paychecks continue to shrink.

1980: IAM media project begins. Thousands of IAM members and their families monitor prime time TV to determine media's portrayal of working people and unions.

1981: Older Workers and Retired Members Department is established at Grand Lodge.

1982: Reaganomics grips nation. Individual and corporate bankruptcies reach epidemic proportions. IAM membership begins drop to 820,211.

1983: IAM introduces 'Rebuilding America' act to Congress as alternative to Reaganomics and to rebuild nation's industrial base.

1984: IAM convention in Seattle WA, endorses Walter Mondale for U.S. President. Delegates vote funding for Placid Harbor Education Center to improve the level of understanding of workers in an ever changing world.

1987: IAM Executive Council establishes new Organizing Department, the first ever to be headed by a Vice President. First IAM Communications Conference convened in Kansas City, MO.

1988: IAM celebrates 100th anniversary in Atlanta, GA, on May 5.

1989: George J. Kourpias sworn in as the IAM's 12th president.

1992: IAM moves to new state-of-the-art headquarters building in Upper Marlboro, MD, to keep pace with technological changes and serve members' needs well into 21st Century; IAM convenes 33rd convention at Montreal, Quebec, Canada.

1994: International Woodworkers of America ratify merger agreement. More than 20,000 members join IAM family. Some 8,000 USAir fleet service workers say "IAM yes." Machinist newspaper bids fond farewell, reborn as IAM Journal magazine.

1995: IAM, Auto and Steelworker unions debate plans for unification by year 2000. Unity plan sparks solidarity. Plan would create largest, most diverse union in North America, with more than 2,000,000 active members, 1, 400, 000 retirees. Sixty-nine

day strike brings major victory in new contract at Boeing. Members air their views during first round of Town Hall meetings.

1996: 'Fighting Machinists' spearhead political battle for worker rights. Union efforts provide winning edge in Clinton-Gore presidential victory. Meeting in Chicago, IAM Convention delegates build bridge to 21st century. Delegates establish IAM Women's Department.

1997: On July 1, Robert Thomas Buffenbarger, 46, takes office as 13th International president in 109-year IAM history, moves quickly to reshape Union to reflect growing diversity, interests, concerns of IAM members. Former IAM President Winpisinger dies Dec. 11.

1998: New Blue Ribbon Commission empaneled to provide membership forum to voice opinions. Placid Harbor facility renamed Winpisinger Education and Technology Center to honor visionary union leader, who brought the facility into being.

1999: General Vice President William Scheri retires. Robert Roach Jr. takes over the Transportation Department. IAM Shares mutual fund created allows members to put money to work in a fund that invests in IAM-represented companies. The National Federation of Federal Employees affiliates with the IAM. Unification effort with the Steelworkers and UAW ends because of major philosophical differences. The three unions vow to work together, however.

2000: The IAM endorses Al Gore for President. The AFL-CIO launches its New Alliance campaign. Grand Lodge Convention delegates respond with mandate that all IAM local and district lodges affiliate with their state AFL-CIO labor councils. The IAM meets in San Francisco for the 35th Grand Lodge Convention. The delegates establish Communicator and Education positions.

2001: IAM Communications revamped with relaunch of website, online streaming of video, and repositioning of the IAM Journal as an advocacy magazine. IAM Executive Council re-elected. William W. Winpisinger Education & Technology Center increases capacity by 50%. IAM dedicates memorial to fallen members. IAM members perish in September 11 attack. The IAM volunteers to help in war against terrorism and to help America rebuild.

2002: The IAM establishes the Automotive Department and sets in place dozens of organizing blitzes. LL 2710's Gary Blanke wins the IAM's first photography contest. Members speak out at the 2002 Blue Ribbon Commission town hall meetings. Everyday Heroes, an IAM documentary, which tells the story of the workers who risked their lives in the aftermath of the 9/11 attacks goes on sale. The proceeds go to

treat rescue and recovery workers at Ground Zero. The Transportation Department ignites a nationwide Day of Action to urge passengers back onto trains and airplanes. IAM members join with other U.S. union members for the biggest midterm election turnout ever.

2003: Robert Martinez, Jr., becomes G.V.P. of the Southern Territory after the untimely death of George Hooper. Warren Mart is named General Secretary/Treasurer after Don Wharton retires. Lynn Tucker assumes the vacant Eastern Territory G.V.P. Warren Mart retires as G.V.P. of the Midwest Territory. James E. Brown is appointed as his replacement.

2013: Dora Cervantes becomes the first Hispanic female to be named as GVP and Diane Babineaux becomes the first African American female to be named as GVP Robert Martinez, Jr. becomes resident GVP and Mark Blondin is named as the GVP of the Southern Territory bring his passion for hard work and organizing to the South.



The I.A.M. – Key Facts

The IAM; the Machinists Union and the IAMAW are accepted, proper names for the International Association of Machinists and Aerospace Workers, AFL-CIO/CLC.

IAM International President: Robert Martinez, Jr.

Current membership: Over 400,000 active, dues-paying members in the U.S., Canada, Puerto Rico, Guam and the Panama Canal Zone. (Membership is 720,000 when retired members and those on strike or lay-off are included.) Based on 1998 data, the IAM is the third fastest-growing U.S. union, winning 88.8 percent of all union representation elections.

Industries Represented: The IAM is the world's largest aerospace union, representing some 130,000 members at Kennedy and Johnson Space Center and other NASA facilities; Boeing; Lockheed Martin; Raytheon; UTC/Pratt & Whitney; G.E.; Rolls Royce Hughes; Cessna, Learjet and other leading companies. The IAM is also heavily concentrated in air and rail transport; automotive; shipbuilding; electronics; wood, pulp and paper, and general manufacturing.

Organizational Structure: Workers belong to one of 1,172 IAM Local Lodges which typically represent employees at one or more local companies. The Local Lodges are affiliated with one of 86 IAM District Lodges, which typically represent a larger geographical territory.

Every four years, local lodge members elect delegates to the IAM Grand Lodge Convention. The delegates are the ultimate authority within the IAM, debating and enacting binding policy resolutions and amendments to the IAM Constitution.

Seven territorial General Vice Presidents oversee IAM activities in Canada; in the Eastern, Midwestern; Southern, Western U.S. states; at IAM Headquarters and throughout the Transportation Industry (which encompasses the air transport; rail and automotive sectors). The General Vice Presidents, the International President and the IAM General Secretary Treasurer constitute the IAM Executive Council, the top leadership body of the union.

All IAM officers, from the Local Lodges through the International President, are nominated in open union meetings and elected through direct, secret-ballot votes of the membership.

Founded: 1888 in Atlanta, Georgia. The IAM is one of the oldest unions in North America.

Headquarters: Upper Marlboro, Maryland, just outside Washington D.C.

9000 Machinists Place, Upper Marlboro, MD 20772

Weingarten Rights
(Union Representation during
Company Interrogations)

One of the most vital functions of a union steward is to prevent management from intimidating employees. Nowhere is this more important than in closed-door meetings when supervisors or guards, often trained in interrogation techniques, attempt to coerce employees into confessing to wrongdoing.

The rights of employees to the presence of union representatives during investigatory interviews was announced by the U. S. supreme court in 1975 in NLRB v. J. Weingarten, Inc. since that case involved a clerk being investigated by the Weingarten Company, these rights have become know as Weingarten Rights.

We in the IAM&AW should encourage workers to assert their Weingarten rights. The presence of a steward can help in man ways. For example:

- ✓ The steward can help a fearful or inarticulate employee explain what happened
- ✓ The steward can raise extenuating factors.
- ✓ The steward can advise an employee against blindly denying everything, thereby giving the appearance of dishonesty and guilt.
- ✓ The steward can help prevent an employee from making fatal admissions.
- ✓ The steward can stop an employee from losing his or her temper, and perhaps getting fired from insubordination.
- ✓ The steward can serve as a witness to prevent supervisors from giving a false account of the conversation.

Note: charges alleging a violation of Weingarten rights are generally not deferred by the NLRB. Nor are violations considered “de minimus” even if no employee is disciplined.

What is an Investigatory Interview?

Employees have **Weingarten** rights only during investigatory interviews. An investigatory interviews occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or here conduct. If an employee has **reasonable belief** that discipline or other adverse consequences may result from what he or she says, the employee has a right to request union representation. Investigatory interviews usually relate to subjects such as:

- | | |
|----------------------------|--------------------------|
| absenteeism | accidents |
| damage to company property | drinking |
| drugs | falsification of records |
| fighting | insubordination |
| lateness | poor attitude |
| sabotage | theft |
| violation of safety rules | work performance |

Weingarten – Discipline and Conversation

Shop-floor Conversations

Not every management-initiated discussion is an investigatory interview. For example, a foreman may talk to a worker about the proper way to do a job. Even if the boss asks questions, this is not an investigatory interview because the possibility of discipline is remote. The same is true of routine conversations to clarify work assignments or explain safety rules.

Nevertheless, even ordinary shop-floor discussion can change its character if the supervisor is dissatisfied with the employee's answers. If this happens, the employee can insist on the presence of a union representative before the conversation goes any further.

Disciplinary Announcements

When a supervisor calls a worker to the office to announce a warning or other discipline, is this an investigatory interview affording the worker a right to union representation? The NLRB says no, because the employer is merely announcing a previously arrived-at decision and is not questioning the worker. Such a meeting, however, can be transformed into an Investigatory interview if the supervisor begins to ask questions to support the decision.

Note: An employer that has followed a **past practice** of allowing stewards to be present when supervisors announce discipline must maintain the practice during the contract term. Refusing to allow a steward to attend would constitute an unlawful unilateral change.

EMPLOYEE RIGHTS

Under the Supreme Court's *Weingarten* decision, when an investigatory interview occurs, these rules apply: *The employee may request union representation before or during the interview, *After the request, the employer must choose from among three options: 1. Grant the request and delay questioning until the union representative arrives. 2. Deny the request and end the interview immediately. 3. Give the employee a choice of: (a)having the interview without representation (usually a mistake) or (b) ending the interview. *If the employer denies the request for union representation and questions the employee, it commits an unfair labor practice and the employee *may refuse to answer*.

(IF CALLED TO A MEETING WITH MANAGEMENT, READ THE FOLLOWING TO MANAGEMENT OR PRESENT THE FOLLOWING STATEMENT BEFORE THE MEETING STARTS.)

If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at this meeting. Without representation present, I choose not to participate in this discussion.

NATURE OF THE STEWARD'S ROLE

- 1. The steward should know the collective bargaining agreement word for word and be able to recall any section from memory.**

YES _____ NO _____

- 2. The steward is limited to processing only those grievances brought to his attention by the membership rather than observing and acting upon violations on his own.**

YES _____ NO _____

- 3. The steward should always have the grievant participate in the grievance procedure.**

YES _____ NO _____

4. The steward must remain an impartial participant throughout the grievance procedure.

YES _____ NO _____

5. The steward should know the chairperson and responsibilities of the standing committees of the Local Lodge.

YES _____ NO _____

6. The steward should never enter into a discussion of politics or legislation with the members because this is a personal matter and could alienate them from the union.

YES _____ NO _____

“DO IT – OR ELSE” Case Summary

On Monday, July 16th, the company issued one-week disciplinary layoffs to Sam Top, the Chief Steward of the Union and a maintenance mechanic, Dave Rolls and Tim Welsh, both of whom are stewards and maintenance utility persons. The disciplinary layoffs were for violation of Plant Rule 14, “Refusal to obey orders of a supervisor,” as a result of an incident that occurred on Sunday, July 15th. The following are the facts that led to the issuance of the disciplinary layoffs:

On the week in which Sunday, July 15th fell, the plant was closed as part of a two-week vacation shut down period. The maintenance employees were retained to overhaul equipment and do major repairs preparatory to resuming production after the shutdown. The Maintenance Department, usually working on a three shift, 8-hour/day basis, was combined into two 12-hour shifts on seven-day weeks.

The incident took place on the Admiral production line, which contains the principal operating equipment in the plant. It is designed with cushion molds, which are transported around a track running on rollers in a high temperature oven. In the course of time and usage the rollers develop flat sides and bushing occasionally freeze. Maintenance people were called on to lubricate and/or replace the rollers.

Work on the rollers was started on Friday, July 13th, and continued throughout the shifts on Saturday, July 14th. It is not a clean or pleasant job. Some employees were required to work inside the oven in a space approximately 2 ½ feet high in which there is an accumulation of graphite type black grease, water and foam. While the oven had been turned off on Friday, the residual heat inside is estimated to have been about 125° F on Sunday, July 15th.

The company had always provided paper garments to workers assigned inside the oven. Each consists of a two-piece unit comprised of a jacket and pants, which are slipped over the employee’s clothes as a protection against dirt and grease. On the morning of Sunday, July 15th, Supervisor Allen directed Top, Rolls and Welsh to work on and in the oven. He himself went into the storeroom to pick up some paper suits for the men. There he found but two packages, one of which had been mislabeled. Both packages contained jackets only. There were no pants. Allen returned to the job where he informed the employees of the situation and offered them aprons or, in the alternative, heavy polyethylene bags which they could cut up to form a substitute for the paper pants. All three refused to do the job under such conditions.

Allen returned to the stock room and rechecked the supply of paper clothing. He could find no complete outfits. He told the men they would have to work anyway. They refused. Allen told them, “Either do the wok or punch out and go home.” The three men replied that the work was detrimental to their health and asked whether there was

not something else that they could do until paper clothing was obtained. Allen said, "No." The three men then put away their tools and started for the time clock.

On the way to the time clock they met Allen again, who said, "I might be told by my boss to write all of you up."

Top responded, "That's unfair. We've always been given paper suits. You can only get that grease and junk off by washing with kerosene or methylene. It's bad enough to use that stuff on your arms and hands, but you can't expect us to wash our private parts with that, which will certainly need it after lying in that junk in the oven without protection. And that would be dangerous." They then punched out and left the plant.

After Top, Rolls and Welsh left, four other employees worked the balance of the shift and the full night shift on the same job without protection. None have complained of any physical injury resulting from the work.

Upon returning to work on Monday, July 16th, Top, Rolls and Welsh were given one-week suspensions for insubordination.

INSUBORDINATION

REFUSAL TO FOLLOW DIRECT ORDERS

- 1. WAS A DIRECT ORDER GIVEN?**
- 2. WAS THE ORDER REASONABLE?**
 - Was the order in direct violation of the contract
 - Was the order in direct conflict with a clearly resolved grievance of the same worker
 - What would be/were the consequences for the employer of the employees not following the order
 - What would be/were the consequences for the employee following the order
- 3. DID THE EMPLOYEE UNDERSTAND THE ORDER?**
- 4. DID THE EMPLOYEE DISOBEY WILLFULLY?**
- 5. WAS THE EMPLOYEE'S BEHAVIOR PROVOKED?**
- 6. WAS THE EMPLOYEE'S BEHAVIOR JUSTIFIED BY CONCERN OVER SAFETY?**
- 7. HOW SERIOUS WAS THE OFFENSE?**
 - Impact on supervisory authority
 - Impact on safety or property of employer or others
- 8. WAS PROGRESSIVE DISCIPLINE FOLLOWED?**
- 9. WAS THE EMPLOYEE A UNION REP CARRYING OUT HIS/HER DUTIES?**
- 10. DID THE EMPLOYER CARRY OUT AN OBJECTIVE AND FAIR INVESTIGATION?**
 - Did the employer interview the grievant and obtain "both sides" of the story
- 11. IS THERE OBJECTIVE EVIDENCE OF WRONGDOING OR IS IT THE SUPERVISOR'S WORD AGAINST THE EMPLOYEE'S?**
- 12. WHAT IS THE GRIEVANT'S PAST DISCIPLINARY RECORD?**

GUIDELINES FOR POOR PERFORMANCE PROBLEMS

- 1. WAS A REASONABLE PERFORMANCE STANDARD DEVELOPED PRIOR TO ANY DISCIPLINE?**
- 2. WAS THE STANDARD CLEARLY COMMUNICATED TO THE EMPLOYEE IN ADVANCE?**
- 3. WAS OBJECTIVE EVIDENCE PROVIDED DEMONSTRATING THAT EMPLOYEE FAILED TO MEET THAT STANDARD?**
 - Supervisor's testimony alone is inadequate. Can it be backed up by objective evidence?
- 4. DID THE EMPLOYER USE PROGRESSIVE DISCIPLINE?**
- 5. DID THE EMPLOYER PROVIDE ADVICE OR TRAINING TO PRODUCE IMPROVEMENTS?**
- 6. WHAT IS THE GRIEVANT'S PREVIOUS WORK RECORD?**

GUIDELINES ON ABSEBTEEISM PROBLEMS

1. ARE THE EMPLOYER'S ABSENTEE POLICY AND RULES FAIR?

- Is the rule reasonable
- Is it known and has it been communicated to workers
- Has it been applied fairly and enforced consistently

2. HAS THE EMPLOYER FOLLOWED PROPER PROCEDURES?

- Was the Grievant notified specifically that the discipline or discharge would result from future absenteeism or tardiness
- Has the employer used progressive discipline
- Was a fair and objective investigation undertaken by the employer to determine the nature and cause of absenteeism

3. ARE THERE MITIGATING CIRCUMSTANCES?

- Type of absence (chronic or intermittent)
- Reason for absence (excused, emergency, beyond grievant's control)
- The grievant's past work record
- The grievant's length of service
- The likelihood of improvement

Dealing With People

The following points about the way people behave may help stewards understand the reasons for some of the suggestions for handling grievances.

1. People differ greatly. Differences in physical appearance are easy to see. Differences in psychological makeup are not so easy to see, but they are even more important.
2. Behavior is often emotional. There are both rational and emotional reasons for beliefs and actions. Therefore, people do many things because of the way they feel, and not just because they are sensible or logical things to do.
3. Point of view matters. You have to know the way they *think* and *feel* about it before you can find an argument that makes sense from their perspective.
4. Personal self interest is an important motivation. You cannot change a person's mind by suggesting anything that is in too great a conflict with their point of view, even after you know what kind of person they are in terms of likes, dislikes, and attitudes.
5. Disagreement needs to be respected. If you are trying to change people's attitudes, you must respect their right to their own opinions even though you may disagree with them. Agreement can be reached on a specific question even if there is disagreement on other matters.
6. Personal pride can play a **significant role**. People normally will not change their mind unless they feel they have been given enough room to do it without a loss of "face." And, people will resist any attempt to change an idea if they feel that they are being pushed around or that their democratic rights are being disregarded.

A STEWARD'S TEN BIGGEST MISTAKES

A GOOD STEWARD IS MANY THINGS – AN ORGANIZER, A NEGOTIATOR, A COUNSELOR, A PEACEMAKER AND A TROUBLEMAKER. BUT THERE ARE CERTAIN THINGS THAT A STEWARD MUST AVOID AT ALL COSTS

MISTAKE ONE

Fail to Represent Fairly

Not only does it leave the union open to being sued for breaching its duty to provide fair representation, it's just not the right thing to do. It undermines the whole purpose of the union and the very idea of solidarity. Remember the old union motto, "An injury to one is an injury to all."

MISTAKE TWO

Make Backroom Deals

Management is notorious for trying to get stewards to trade grievances. "I'll let you have this case if you drop the one we talked about yesterday." Every member deserves a fair shake and every grievance needs to be evaluated on its own merit. Never agree to anything that you would be uncomfortable telling your entire membership about.

MISTAKE THREE

Promise Remedies Too Quickly

You are hurting both the membership and your credibility if you pass judgment on a grievance prior to a thorough investigation. Only after you have spoken to the grievant and witnesses and consulted the contract, the employer's rules and past practices, are you in a position to make that determination. Given the frequency of

poor and mixed arbitration decisions, no steward should ever promise victory.

MISTAKE FOUR

Fail to Speak With New Workers

The most important way a union gains the support of a new member is by one-on-one contact with the steward. You not only want to provide new workers with information, but need to build a personal relationship and begin to get them involved in union activities from their first day on the job.

MISTAKE FIVE

Fail to Adhere to Time Lines

Even the strongest, iron-clad case can be lost if the time line specified in your contract is not followed. Even if management agrees to an extension, it is not in the union's interest to let problems fester and grow. If you do get a formal extension of time limits, be sure to get it in writing.

MISTAKE SIX

Let Grievances Go Unfiled

Every Grievance that goes unfiled undermines the contract that you struggled so hard to win. While most members see changes and problems only in terms of the impact on them, the steward needs to be able to understand a grievance's impact on the contract and the union as a whole.

MISTAKE SEVEN

Meet With Management Alone

When you meet with management alone, suspicions may arise as to what kinds of deals you are making. It also allows management to lie or change its story. More importantly, when the steward meets with management alone,

it takes away an opportunity for members to participate in the union and to understand that it's really *their* organization.

MISTAKE EIGHT

Fail to Get Settlements in Writing

Just as you should protect yourself by not meeting with management alone, be sure to get grievance settlements in writing. Putting the settlement in writing helps clarify the issues and keeps management from backing down on their deal.

MISTAKE NINE

Fail to Publicize Victories

Just as you should protect yourself by not meeting with management alone, be sure to get grievance settlements in writing. Putting the settlement in writing helps clarify the issues and keeps management from backing down on their deal.

MISTAKE TEN

Fail to Organize

Stewards are much more than grievance handlers. They are the key people in the local to mobilize the membership and must be talkin' union and fightin' union all the time. Each and every grievance and incident must be looked at in terms of how it can increase participation, build the union, and create new leaders.

-Tom Juravich and Kate Bronfenbrenner. Tom Juravich is Associate Professor and Research Director of the Labor Relations and Research Center, University of Massachusetts-Amherst; Kate Bronfenbrenner is Senior Extension Associate in the New York State School for Industrial and Labor Relations, Cornell University.

WHAT DOES THE CONTRACT SAY?

Look at each of these situations and decide –

(A) Is this a violation of the contract?

(B) If it isn't a violation, what should the steward do about it?

1. Jim had a grievance and his supervisor refused to call the steward.
2. John (five years seniority) bid and was placed on a higher paying job. Jim (three years seniority) complained to the steward that he knew the job better and should have been awarded the job.
3. Two workers, whose rates of pay are \$8 per hour, work the following hours during the week. What is their total pay? A \$ _____ B \$ _____

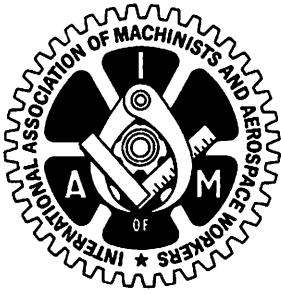
Monday	6 hours	Monday	12 hours
Tuesday	8 hours	Tuesday	8 hours
Wednesday	8 hours	Wednesday	6 hours
Thursday	8 hours	Thursday	8 hours
Friday	8 hours	Friday	<u>8 hours</u>
Saturday	<u>8 hours</u>		42 hours
	46 hours		
4. Carol says, "How long do we have to wait for the Union to do something about these rickety old work stands?"
5. Fred was terminated this morning after being employed by the company for twenty-nine days, during which time the supervisor never complained about his work.
6. Helen, who has ten years of seniority, was reprimanded for being out of work for two days before "calling in."

Gripes vs. Grievances

In distinguishing between gripes and grievances, stewards should remember that grievances usually involve contract violations, violations of laws or agency regulations, unilateral changes in workplace conditions, or violations of health and safety standards.

At times, however, even the most valid complaint simply doesn't measure up to a legitimate grievance. For example, a laid off worker may be fuming after showing up to collect unemployment benefits only to find that the claims-taker closed the office early to go fishing. While justifiably upset, the workers real beef is with unemployment officials, not the company. Other complaints may require some investigation, such as a worker's charge that his supervisor is "hassling" him because of his political beliefs. Common sense and precedent may be the only methods for determining whether such a complaint amounts to a legitimate grievance. If, after checking the facts surrounding a complaint, a steward decides that the situation doesn't hold water, the employee should be so informed.

Because they represent the employee, stewards should give borderline grievances the benefit of the doubt. However, to keep their credibility with management and fellow workers, as well as to ensure their continuing effectiveness, stewards should make certain that most of the grievances they present are "legitimate."



UNION FACT SHEET

FOR THE UNION ONLY

To be filled out by the Steward and attached
To the UNION COPY ONLY of Grievance No. _____ Local _____

PLEASE PRINT

WHO IS INVOLVED IN THE GRIEVANCE?

GRIEVOR

Name: _____ Check No. _____

Department: _____

Job and Class: _____ Rate: _____

SENIORITY Plant Service from (date) _____

Department Service from (date) _____

Job Service from (date) _____

FOREMAN OR OTHER MANAGEMENT INVOLVED:

Name: _____

Department: _____

Job Title: _____

WITNESSES or OTHER PERSONS INVOLVED:

Name: _____

Department: _____

Job and Class: _____

Name: _____

Department: _____

Job and Class: _____

WHAT HAPPENED? WHAT IS THE GRIEVANCE ABOUT? (Make sure to include all points mentioned on the checklist for each type of grievance.)

WHEN DID THE GRIEVANCE OCCUR? (Date and time grievance began? How often? For how long? Is it within the 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 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.)

Dates

Reasons

Verbal warnings issued: _____

Written warnings issued: _____

Penalties imposed: _____

Any related information: _____

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, Work Ticket, Record of similar grievance, etc.) _____

Date: _____ Signature of Steward
or Committeeman: _____

Signature of Aggrieved Employee: _____

WRITING A GRIEVANCE

Before Writing the Grievance

- Make a list of the facts you have assembled.
- Decide what facts to use.
- Remember, an arbitrator will know nothing about your shop except what he is told.
- Check the contract thoroughly for additional violations.
- Make a rough draft first.

When Writing the Grievance

- Include the five essential parts.
- Be sure the grievance is neat and legible. Print or type if possible.
- Be brief but complete.
- Don't include argument in the WRITTEN grievance.

After Writing the Grievance

- Check spelling.
- Check for all contract references, names, dates, times, and facts for accuracy.
- Check for contradictory statements.
- Check for excess words and phrases.
- Be sure you can prove all facts you have stated.
- Be sure the settlement requirements are clear and complete.

WORDS TO GRIEVE BY

WEASEL WORDS

Ability

Absolutely

Adequate

Almost

Capacity

Completely

Day

Equal

Forthwith

Frequent

Fully

Habitually

High Degree

Immediately

Minimal

Minimum

Necessary

Normal

Periodic

Possible

Practical

Properly

Qualification

Reasonable

Regular

Substantially Equal

Sufficient Number

With All Dispatch

Grievance And Arbitration Sheet

“QUESTION CODE” FOR OBTAINING REQUIRED INFORMATION

TYPES OF GRIEVANCE

A.	Reprimand	1,2,3,4,5,6,7,8,9,10,22,23,25
B.	Disciplinary Suspension	1,2,3,4,5,6,7,8,9,10,22,23,25
C.	Discharge	1,2,3,4,5,6,7,8,9,10,22,23,25
D.	Improper Working Conditions Or Safety Hazard	1,2,8,10,23,25
E.	Denied Promotion, Reclassification Or Transfer	1,2,6,8,19,24
F.	Holiday or Vacation Pay	1,2,8,12,18,20
G.	Denied Schedule Bidding Rights	1,2,8,11,12,25
H.	Overtime Equalization	1,2,8,12,13,18,25
I.	Discrimination	1,2,8,9
J.	Unsatisfactory Attendance	1,2,3,4,5,6,8,9,14,15,23
K.	Unsatisfactory Quality or Quantity of Work	1,2,6,8,16,17
L.	Vacation Schedule Bidding	1,2,8,11,23
M.	Improper Pay	1,2,8,12,18
N.	Working Out of Classification	1,2,8,25,29
O.	Demotion	1,2,3,4,5,6,7,8,9
P.	Denied Sickness Disability Benefits	1,2,8,20,26,27,28
Q.	Contracting Out Work	1,2,8,25,29
R.	Management Doing Bargaining Unit Work	1,2,8,10,25,29
S.	Miscellaneous	1,2,3,4,5,6,7,8,9,25

The information referred to above by numerical order is listed in the following numerically. Check the proper type of Grievance above. List the numbers opposite it, and then refer to the following items for the people information needed.

1. Grievant's name, address, phone, job title, rate of pay, seniority date, age, sex, race, immediate supervisor, and reporting location.
2. Fill out Grievant's statement form after interview with Grievant. Be sure to complete all the parts of the form and ask questions of the Grievant to make sure you have all the facts and that they are accurate.
3. Previous oral reprimands by supervisor and the date received.
4. Previous written reprimands. (Request copies of)
5. Previous disciplinary suspensions. (Request copies of)
6. Grievant's last warning, plus past warnings if they are relevant. If the company action is taken based on past work performance or discipline, you should request all warnings since hire or as far back as the company is determining its case.
7. Were previous reprimands or disciplines protested, and what were the results?
8. What are management's reasons for their actions, and what is their present position on the matter?
9. What is the past practice of the supervisor(s) involved? Have other employees guilty of similar offenses been reprimanded equally? Cite such employees and the circumstances involved.
10. How did management become aware of the situation that precipitated their actions?
11. Seniority list for Grievant's classification or workgroup.
12. Work schedule for Grievant's classification or workgroup.
13. Overtime list for Grievant's classification or workgroup.
14. Grievant's attendance record.
15. Attendance records of other employees.
16. Grievant's quality or quantity of work reports.
17. Quality or quantity of work reports on others in classification.
18. Paycheck stubs for dates in question.

19. List of candidates considered (with seniority dates) for promotion, reclassification or transfer.
20. Copy of time sheets for dates in question for grievant.
21. Copy of time sheets for dates in question of others in classification or workgroup.
22. Any statements given to company by Grievant, other workers, supervisors, or customers concerning this incident.
23. Does the company have a written policy or practice concerning this subject, and how did they make the employees aware of such practices or policy.
24. Other company jobs held by Grievant, previous jobs, company schools attended, outside schooling, previous rating on other jobs, etc. Request copies of company school reports, diplomas, rating by other supervisors, etc.
25. Obtain statements from any employees, supervisors, customers, or others who might have witnessed the incident(s) precipitating or leading up to this grievance.
26. Copy of sick leave and doctor's statement.
27. Copy of medical department or company refusal of benefits.
28. Signed copy of Grievant's permission for company to release medical file information to the Union.
29. Description from other employees, supervisors, customers, or others as to what type of work supervisor, contractor, or other employee was doing when it was done. (Date, time, and for how long)

GRIEVANCES

SIX GROUNDS

- ❖ Has contract been violated?
- ❖ Has the law been violated?
- ❖ Has established past practice been violated?
- ❖ Is it a violation of company rules?
- ❖ Is it covered by management rights?
- ❖ Is the discipline unjust or excessive?

STANDARDS

WHAT DOES AN ARBITRATOR LOOK FOR?

1. **MUTUAL INTENT OF THE PARTIES**
(INTENT WHEN AGREEMENT WAS WRITTEN)
2. **LANGUAGE CLEAR AND UNAMBIGUOUS**
(NO MEANING OTHER THAN WHAT IS EXPRESSED)
3. **INTERPRETATION IN LIGHT OF THE LAW**
(NO INTERPRETATION IN VIOLATION OF LAW)
4. **NORMAL USAGE & TECHNICAL USAGE**
(ORDINARY MEANING – TRADE SENSE)
5. **AGREEMENT TO BE CONSTRUED AS A WHOLE**
(GIVING MEANING & EFFECT TO OTHER PROVISIONS)
6. **AMBIGUOUS PROVISIONS WILL BE INTERPRETED TO AVOID HARSH, ABSURD & NONSENSICAL RESULTS**
(REASONABLE INTERPRETATION WILL PREVAIL)
7. **TO EXPRESS ONE THING IS TO EXCLUDE ANOTHER**
(EXCLUSION OF EVERYTHING NOT MENTIONED)
8. **GENERAL WORDS IN AN ENUMERATION**
(SENIORITY WILL BE CONSIDERED IN LAYOFFS, PROMOTIONS, ETC.
DOES NOT MEAN OVERTIME)
9. **SPECIFIC LANGUAGE PREVAILS**
(OVER OTHER GENERAL CLAUSES)
10. **PRECONTRACT NEGOTIATIONS**
(SIDE AGREEMENTS, CONTRACT NEGOTIATION NOTES)
11. **CUSTOM AND PAST PRACTICE**
(ARBITRATION AWARDS, GRIEVANCES, ETC.
IF CONTRACT SILENT, PAST PRACTICE WILL PREVAIL)

SUPREME COURT DECISION

UNITED STEEL WORKERS VS. WARRIOR & GULF NAVIGATION Co,

THE LABOR ARBITRATOR'S SOURCE OF LAW IS NOT CONFINED TO THE EXPRESS PROVISIONS OF THE CONTRACT, THE PRACTICES OF THE INDUSTRY AND THE SHOP – IS EQUALLY A PART OF THE COLLECTIVE BARGAINING AGREEMENT ALTHOUGH NOT EXPRESSED IN IT...

WHAT IS A PAST PRACTICE?

- A. CLARITY
- B. CONSISTENCY
- C. LONGEVITY
- D. REPETITION
- E. ACCEPTABILITY

PAST PRACTICE

By its very nature, the collective bargaining agreement is open to a variety of interpretations and as a result can provide the parties a never-ending source of disagreement and conflict. The reasons for this include:

1. The difficulties that arise in attempting to write precise meaning using the English language.
2. The needs of the parties to use ambiguous contract language in order to secure an agreement.
3. The complexity of the employment relationship itself.
4. The conflict nature that often accompanies the labor-management relationship.

In most contracts these disagreements become grievances and end up in arbitration. The cardinal rule of arbitrators is that the parties cannot gain in arbitration what they could not secure at the bargaining table; therefore, where ambiguous contract language is present, the arbitrator will reject self serving arguments of interpretation and research for objective evidence in the following places:

1. record of contract negotiation proceedings
2. prior arbitration discussion
3. industry standards
4. history of the evolvement of the particular provision
5. past practices of the parties

A. A PAST PRACTICE MAY BE DEFINED AS:

1. a consistent response
2. to a recurring situation
3. over a substantial period of time
4. Having been recognized by the parties implicitly or explicitly
5. as the proper response

B. THEREFORE, PAST PRACTICE MAY BE USED FOR ANY OF THE FOLLOWING REASONS:

1. Provide a basis of rules governing matters not included in the written contract.

An employer has consistently provided a free lunch to all employees working in the kitchen during meal time, however, this is not mentioned in the union contract. After four years the employer unilaterally eliminates the free meal over the union's objections.

- a. What theory would you develop in taking this case to arbitration?
- b. What evidence would you develop for this case?
- c. As the arbitrator how would you rule?

2. To indicate the proper interpretation of ambiguous contract language.

Contract language "premium pay for work over eight hours in a day." Is the employee entitled to premium pay when his or her regular shift ends at midnight and the "overtime" occurs on the following day? Is a day defined as a calendar or as a 24-hour period following the start of the shift?

- a. What information would you research in order to make a case for The employee whose shift ended at midnight and had to work until 3:00 a.m.?

3. To support allegations that clear language of the written contract has been amended by mutual action or agreement:

Contract language: "where skill and physical capacity are substantially equal, seniority shall govern in the following situations only: promotions, downgrading, layoffs and transfers."

The consistent practice for the immediate past five (5) years has been to treat seniority as the controlling consideration in the assignment of overtime work. Suddenly the employer abandons this practice and a grievance ensues.

What theory would you develop for this case in arbitration?

- a. What theory would you develop for this case in arbitration?
 - b. What facts would you want to provide for the arbitrator?
 - c. As the arbitrator how would you rule?
4. To determine what constitutes "just cause" as grounds for discipline and what determines proper discipline:

Harry Workman, an employee with three (3) month's seniority starts a fight with no apparent justification. Workman is discharged for this infraction. At the arbitration hearing, the union presented significant testimony that in the past fighting in the plant had resulted in disciplinary suspension of two (2) to five (5) weeks.

You are the arbitrator.

- a. In this situation is fighting just cause for discipline?
 - b. Is discharge the proper discipline for this act?
 - c. Would your decision as to the proper discipline be changed if management proved that those employees suspended for fighting all had significant seniority of ten (10) years or more?
- C. PAST PRACTICE IS OFTEN CLAIMED BY THE UNION AND MANAGEMENT, HOWEVER, SIMPLY CLAIMING THAT SOMETHING AS CONTROLLED BY PAST PRACTICE DOES NOT MAKE IT SO. PROOF IS NECESSARY AND MOST ARBITRATORS WOULD INSIST THAT THE FOLLOWING CHARACTERISTICS EXIST:
1. **Clarity and consistency**—those in the shop respond in the same way to a particular set of conditions. That is, given "this" the parties have done "that."

2. **Longevity and repetition**—there is no absolute standard as to how long a practice must exist or how frequently it must be indulged in order to be considered solid. If there are no contrary examples and the situation in question is rare, a single instance may constitute a valid practice. Repetition and longevity will of course more firmly establish a practice.
 - a. Christmas bonus occurs once per year.
 - b. The standard practice for polishing widgets occurs over a million times per year.
3. **Acceptability**—both supervisors and employees must have knowledge of a practice and accept it as the correct and customary means of handling a situation.

Harry Workman was caught drinking a can of beer in the locker room by Miles Foreman who discharged him for this infraction. The union's position at arbitration was that while Workman broke the no alcoholic beverage rule, drinking in the plant was rampant. The union brought janitorial personnel to the stand who testified that they regularly emptied beer cans and liquor bottles from the trash receptacles in the plant. Management testified that they were not aware of any drinking in the plant and could not tolerate any.

- a. What theory would you develop for this case?
 - b. As the arbitrator how would you rule in this case?
4. **Circumstances behind the practice**—a practice established solely because of a particular set of circumstances is no broader than those circumstances.

The Mid-Manhattan Widget Co. was located at 330 W 42nd St. in New York City for twenty-five (25) years. During that time the company provided employees free parking in their basement garage. As a result of gentrification in the neighborhood, the company sold this building and moved their manufacturing operation to a new building in Brooklyn that had no parking garage. When the company moved the facility, employees who drove were forced to park in a nearby lot and pay \$6 per day. The workers grieved this situation claiming that free parking was a past practice.

- a. What theory would you develop to argue this case?
- b. As the arbitrator how would you rule?

5. **Joint understanding**—a practice cannot be binding if it is a choice of management in the exercise of managerial discretion as a convenient method at a particular time.

For twenty-five (25) years material in the plant has been moved between departments by an interdepartmental hand truck system. Recently the employer began installing a conveyor belt with the intention of replacing the hand truck system and the hand truck operators.

- a. Is the utilization of hand trucks over the twenty-five-year period a past practice?
- b. As an arbitrator how would you rule in this case?
- c. Rationale?

D. STRENGTHENING YOUR PAST PRACTICE ASSERTION

Many arbitrators give additional weight to past practice arguments when it is shown to be a benefit which the workers have come to depend upon. Such “employee benefits” or working conditions as:

1. wash up periods
2. lunch period arrangements
3. paid work breaks
4. free coffee or free meals
5. bonuses
6. Special rights for senior citizens are readily seen to fall into this category.

Likewise, many arbitrators give weight to management’s claim that they must have flexibility to run an efficient operation therefore, “Basic Management Functions” such as:

1. rearranging work
2. number of workers needed to do a job
3. eliminating a job
4. changing pay day
5. frequency of holding safety meetings
6. not filling a temporary vacancy strongly impresses arbitrators to rule in favor of management.

A past practice will also be strengthened considerably when the party claiming the practice can demonstrate the “bridging effect.” This effect occurs when the practice can be shown to have existed under the same contract provisions in previous agreements.

E. MODIFYING A PAST PRACTICE

1. Mutual agreement of the parties.
2. Unilaterally by the employer if:
 - a. Through its discretion management changed or eliminated the basis for the existence of the local working conditions

And . . .

- b. A reasonable casual relationship exists between the change in the basis for the working condition and the change in the condition itself.

Crane operators in a steel mill were given a break every hour. The reason this practice developed was because the crane cabs became very hot and the workers needed the break. Management has decided to air condition the crane cabs and has announced that there will no longer be breaks every hour.

1. As a union representative what theory would you develop to take this case to arbitration?
 2. What evidence would you need to present?
 3. What if heat in the crane cabs was only one reason for the breaks and the other reason was relief from the constant stress and pressure of the job?
 4. How would you modify the theory of the case?

Or . . .

- c. The practice has led to the abuse of benefits.

Harry Workman reported to work three (3) minutes after the normal starting time and was docked fifteen (15) minutes pay for the infraction. In the arbitration proceedings, the union shows through testimony that tardiness of less than five (5) minutes has always been overlooked. Management witnesses testify that recently workers have abused this leniency and tardiness has become a serious problem.

1. What evidence would you present for the arbitrator?
 2. You are the arbitrator. How would you rule in this case?
 3. What is your rationale?

4. Would you change your decision if management had sent around a memo announcing their intent to crack down on tardiness?

d. Prior acceptance of new rules by the union.

During the life of the contract management instituted a new work rule stating that workers could no longer remove disposable containers from the break room and take them to their machines. However, during arbitration, management produced testimony that over the previous sixteen (16) years of operation the union never questioned the right of the company to change work rules not directly covered by the written agreement.

1. As the arbitrator, how would you rule in this case?
2. What would be your rationale?

Or . . .

e. Extreme necessity.

Permitting employees to smoke at their workstations has been a practice for many years. The employer issues a new rule restricting smoking to break periods. The union protest is loud and clear. Among the union arguments is in past contract negotiations, the company has accepted the right to smoke as a subject for bargaining so that it cannot now justifiably claim that it has an unrestricted right to make new nonsmoking rules. Management submits evidence that because of flammable raw materials near workstations it was important to institute the new rule.

1. What theory would you develop to present this case to arbitration?
2. As the arbitrator how would you rule?

F. TIMELY REPUDIATION

During contract negotiations past practices that establish separate conditions of employment are even more susceptible to change.

1. Since a past practice, not written into the contract, is based largely on the acquiescence of the parties, if either side should during negotiation's object to the continuation of the practice it could not be inferred by signing a new contract that does not mention the practice that the parties intended the practice to remain in force. When one party repudiates the practice in a timely fashion, the other party must have the practice written into the agreement for it to remain in force.

The contract is silent about a Christmas bonus; however, one has been paid for the past ten (10) years. During the negotiation process, management announced that the bonus would no longer be paid. When the contract was signed there was still no mention of the Christmas bonus in it.

- a. What theory would you develop to present this case to an arbitrator?
 - b. As the arbitrator how would you rule?
 - c. Rationale?
2. On the other hand, a well-established practice that clarifies some ambiguous contract language operates differently. The mere repudiation of the practice by one side during negotiation of a new agreement would not be significant unless accompanied by a revision of the ambiguous language.

Contract language "premium pay for work over eight hours in a day."

For the last two contracts each of three (3) years duration the company defined a day as any twenty-four (24) consecutive hour period beginning when the employee's scheduled shift started. At the beginning of collective bargaining, the employer announced that from now on a day will be defined as a calendar day. When the contract is ratified there is no change in the contract language.

- a. If the employer unilaterally changes the definition of the day for computing premium pay can the union successfully claim past practice?
- b. Rationale?

G. CONCLUSION

A valid past practice is as much a part of the labor agreement as any written provision. Useful in defining the intent of ambiguous language, it gives focuses to general provisions and may also establish independent conditions or benefits of employment. Where it is clearly established over a lengthy period of time, it may also be considered to amend the apparent clear language of the contract.

Given the potential value of past practices and the case by which they may be amended or repudiated in negotiations, obvious considerations are raised for bargaining strategy.

1. If a valid and valued past practice exists, do not raise any proposals in negotiations dealing with any of its provisions. If you fail to prevail, that may render it lost or a unilateral prerogative of management.

2. If a past practice has served to satisfactorily interpret ambiguous contract language, resist any attempt to "clean up" or "clarify" the language in bargaining.
3. Review with your stewards and leadership all contract proposals of the union before submission to management and review all management proposals for their implication from established practices.

DUTY OF FAIR REPRESENTATION

When rank and file union members are asked what they see as the chief role of their union they generally answer a good collective bargaining agreement that protects their rights and gives them some say in their working conditions. To no one's surprise, other issues, i.e., community service, team concept programs, political action, etc., take a back seat to the contract. Once the contract is signed, however, the obligation to enforce it and represent aggrieved members goes beyond contractual requirements and is established in law in the Taft-Hartley Act Duty of Fair Representation (DFR).

One leading labor attorney, Joseph Allotta, noted that the key to avoiding liability in DFR actions is the "Union's diligence in conducting investigations of employee grievances." Due diligence, in his view, requires the union to investigate any grievance that is filed, and then go back and "investigate some more" before withdrawing it. Bernard Kleinman, former general counsel for the United Steel Workers, cautions stewards to do "...some hard detective work – dig into it – that is the key to winning cases." All observers agree that stewards must have good investigatory skills coupled with good judgment.

In many local unions today the first, and often the second step of the grievance procedure is treated in a perfunctory manner by management, while the later steps have become increasingly formal, increasing the need for careful and thorough investigations. The steward, however, remains the essential investigator and key that insures that the local union avoids a breach of fair representation. After all, the steward is usually the closest to the incident, knows the work customs in their area the best, and the parties involved. Labor relations attorney Owen Fairweather recommends that local unions follow the following guidelines to protect themselves from DFR claims:

1. Grievances should be written up promptly and carefully.
2. A written grievance may not have to be submitted if arbitrators have denied similar grievances, no contractual provision covers the complaint, or the complaint is not based on any clear or uniform employer practice. Employees should be promptly notified and informed of a union decision not to pursue a grievance.
3. If the union agrees to have an employee's private attorney participate in the grievance process as a collaborative representative, the extent of their participation should be set forth in writing. (Allotta warns that the use of an attorney may do more harm than good to the grievant's case, especially in arbitration.)
4. If a grievance is not filed within the contractual time limits because of a member's failure to notify a steward, then the union will not have breached its DFR.
5. After the union takes a grievance, it must act as a strong advocate for the grievant and any decision to withdraw a complaint must be clearly explained in writing to the grievant.
6. Withdrawal of a grievance will not be viewed as a breach of the DFR if the union can show with evidence that the grievant was uncooperative.
7. Stewards should make every effort to eliminate any language barriers they may have with the grievant. When dealing with members who do not speak or understand English, union reps should employ the services of a translator to explain the meaning of the grievance and the details of the grievance procedure.
8. Stewards should avoid all unnecessary delays when processing grievances. Federal Courts have held that delays by union reps constitute evidence of perfunctory handling that opens the door to a DFR breach.
9. All grievance investigations must be thorough, especially if the grievant's and the employer's versions of an event differ significantly.
10. A union is generally allowed to withdraw a grievance in exchange for a negotiated compromise settlement as long as the grievant is promptly informed of the reason for the decision.
11. Finally, unions run a substantial risk of breaching their DFR if they fail to participate, within the established time limits, in the selection of an arbitrator.

DUTY OF FAIR REPRESENTATION

Discussion Questionnaire

1. We are grieving a one-day suspension. The grievant wants us to go to arbitration, but this could cost the union \$2,000 in legal expenses. It seems foolish to spend this much money for one day's pay, especially when the union is low on funds. Do we have to arbitrate?

Yes _____

No _____

2. A worker was suspended for two weeks because of absenteeism. At the third step of the grievance procedure, the company offered one week's back pay. We think this is a reasonable settlement, but the employee wants us to go to arbitration to get full back pay. If we accept the company's offer, can the employee sue us?

Yes _____

No _____

3. Several female employees have complained about sexual harassment from a supervisor. We have a non-discrimination clause in the contract and deferral of a grievance pending completion of an EEO complaint. I'd rather not file a grievance and just let them go through EEO, because I am afraid that the company will get its back up, and this will jeopardize several other important grievances that are currently pending a decision. Can we do this?

Yes _____

No _____

4. Our contract says that employees must serve a 90-day probationary period. Do we have to represent them during this time?

Yes _____

No _____

5. Two employees were suspended for one week for serious insubordination. At the first step of the grievance procedure, the company offered to reinstate one employee with back pay if we dropped the grievance of the second worker. Can we do this without risking a DFR suit?

Yes _____

No _____

6. We filed a grievance against a letter of warning. At the grievance meeting, the company presented good reasons for its actions. Do we have to make fools of ourselves by pursuing this grievance?

Yes _____

No _____

7. We filed a grievance for a member who now wants it withdrawn. The union thinks it is an important issue. Can we keep it alive without the grievant's permission?

Yes _____ No _____

8. We voted not to take an insubordination grievance to arbitration, because we were afraid of losing the case and setting a bad precedent. The worker says she is willing to pay the arbitration expenses herself and to hire her own attorney. Under these circumstances, can the union still refuse to allow the case to go to arbitration?

Yes _____ No _____

9. We lost an arbitration over a discharge. The worker wants us to appeal the arbitrator's decision to court. Our lawyer says this would be useless, but the employee is threatening to sue the union if we don't do it. Should we file the appeal?

Yes _____ No _____

10. If we decide not to arbitrate a grievance, how long does an employee have if she wants to file a DFR suit against the union?

6 months _____ One year _____ Two years _____ No limit _____

11. If a worker files a DFR suit, can she sue her steward along with the union?

Yes _____ No _____

12. Two members get into a fight. One is clearly at fault but both are suspended and want to file grievances. Can we refuse to take the grievance of the one who was at fault?

Yes _____ No _____

13. Fred Freeloader is not a union member. What's worse, he is constantly badmouthing the union. Yesterday he approached his steward saying that the company had awarded a job posting to someone with less seniority although Fred had the qualifications. Can we tell Fred that he must join the union before we'll represent him?

Yes _____ No _____

14. Last week I missed a time limit for appealing a grievance to the third step. The company will not let me file it now. I had a lot on my mind and just forgot even though I thought it was a legitimate grievance. Can the union be found guilty?

Yes _____ No _____

Fact Sheet on the National Labor Relations Board

What Is the NLRB?

The National Labor Relations Board is an independent federal agency created by Congress in 1935 to administer the National Labor Relations Act, the primary law governing relations between unions and employers in the private sector. The statute guarantees the right of employees to organize and to bargain collectively with their employers or to refrain from all such activity. Generally applying to all employers involved in interstate commerce--other than airlines, railroads, agriculture, and government--the Act implements the national labor policy of assuring free choice and encouraging collective bargaining as a means of maintaining industrial peace. Through the years, Congress has amended the Act and the Board and courts have developed a body of law drawn from the statute.

What Does the NLRB Do?

In its statutory assignment, the NLRB has two principal functions: (1) to determine, through [secret-ballot elections,] the free democratic choice by employees whether they wish to be represented by a union in dealing with their employers and if so, by which union; and (2) to prevent and remedy unlawful acts, called [unfair labor practices,] by either employers or unions. The agency does not act on its own motion in either function. It processes only those charges of unfair labor practices and petitions for employee elections that are filed with the NLRB in one of its 52 Regional, Subregional, or Resident Offices.

What Is the NLRB's Structure?

The agency has two major, separate components. The *Board* itself has five Members and primarily acts as a quasi-judicial body in deciding cases on the basis of formal records in administrative proceedings. Board Members are appointed by the President to 5-year terms, with Senate consent, the term of one Member expiring each year. The *General Counsel*, appointed by the President to a 4-year term with Senate consent, is independent from the Board and is responsible for the investigation and prosecution of unfair labor practice cases and for the general supervision of the NLRB field offices in the processing of cases. The current Acting General Counsel is Leonard R. Page. Each Regional Office is headed by a Regional Director who is responsible for making the initial determination in cases arising within the geographical area served by the region.

How Are Unfair Labor Practice Cases Processed?

When an unfair labor practice charge is filed, the appropriate field office conducts an investigation to determine whether there is reasonable cause to believe the Act has been violated. If the Regional Director determines that the charge lacks merit, it will be dismissed unless the charging party decides to withdraw the charge. A dismissal may be appealed to the General Counsel's office in Washington, D.C.

If the Regional Director finds reasonable cause to believe a violation of the law has been committed, the region seeks a voluntary settlement to remedy the alleged violations. If these settlement efforts fail, a formal complaint is issued and the case goes to hearing before an NLRB Administrative Law Judge. The judge issues a written decision that may be appealed to the five-Member Board in Washington for a final agency determination. The Board's decision is subject to review in a U.S. Court of Appeals. Depending upon the nature of the case, the General Counsel's goal is to complete investigations and, where further proceedings are warranted, issue complaints if settlement is not reached within 7 to 15 weeks from the filing of the charge. Of the total charges filed each year [about 35,000], approximately one-third are found to have merit of which over 90% are settled.

What Authority Does NLRB Have to Secure Injunctive Relief from a Court?

Section 10(j) of the National Labor Relations Act empowers the NLRB to petition a federal district court for an injunction to temporarily prevent unfair labor practices by employers or unions and to restore the status quo, pending the full review of the case by the Board. In enacting this provision, Congress was concerned that delays inherent in the administrative processing of unfair labor practice charges, in certain instances, would frustrate the Act's remedial objectives. In determining whether the use of Section 10(j) is appropriate in a particular case, the principal question is whether injunctive relief is necessary to preserve the Board's ability to effectively remedy the unfair labor practice alleged, and whether the alleged violator would otherwise reap the benefits of its violation.

Under NLRB procedures, after deciding to issue an unfair labor practice complaint, the General Counsel may request authorization from the five-member Board to seek injunctive relief. After considering documents submitted by the General Counsel, the Board votes on whether to authorize injunctive proceedings. If a majority votes to do so, the General Counsel, through his regional staff, files the case with an appropriate federal district court. The court may grant such temporary relief as it deems "just and proper". The order, subject to appeal in a U.S. Court of Appeals, remains in effect while the Board fully adjudicates the merits of the unfair practice complaint or until the case is settled.

In addition, Section 10(l) of the Act *requires* the Board to seek a temporary federal court injunction against certain forms of union misconduct, principally involving "secondary boycotts" and "recognitional picketing." Finally, under Section 10(e), the Board may ask a federal court of appeals to enjoin conduct that the Board has found to be unlawful.

Glossary of NLRB Terms

charge--An allegation made by an individual, employer or labor organization of an unfair labor practice under the Act. Charges are filed at NLRB's regional offices.

complaint--If, after investigating a charge, the regional office finds merit and no settlement is reached, the Regional Director serves a complaint in the name of the Board stating the unfair labor practices and containing a notice of hearing before an

Administrative Law Judge. The complaint does not constitute a finding of wrongdoing but raises issues to be decided by the judge.

administrative law judge--As with other federal agencies (such as the Labor Department or Social Security Administration), the NLRB has a corps of judges who conduct hearings at which the parties present evidence. These judges work for the NLRB (i.e., they are not federal district court judges). Decisions of Administrative Law Judges can be appealed to the five-member Board in Washington, D.C.

good faith bargaining--Section 8(d) of the Act states in part: "To bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession..."

impasse--A deadlock in negotiating between management and officials over terms and conditions of employment. Whether and impasse in bargaining exists "is a matter of judgment," the Board said in its 1967 decision in *Taft Broadcasting Co. v. AFTRA*, and depends on such factors as "bargaining history, the good faith of the parties in negotiations, the length of the negotiations, the importance of the issue or issues as to which there is disagreement, the contemporaneous understanding of the parties as to the state of negotiations."

Further information -- Contact Dave Parker, Director of Information at 202/273-1991 [FAX 202/273-1789].

UNFAIR LABOR PRACTICE DATA FORM

FORM MUST BE FILLED OUT COMPLETELY BY THE SERVICING REPRESENTATIVE

Submit this form to: International Association of Machinists
and Aerospace Workers, AFL-CIO
1111 W. Mockingbird Lane, Suite 1357
Dallas, TX 75247
ATTN: Tommy C. Daves
Grand Lodge Representative



NAME OF EMPLOYER _____
(full and correct name)

COMPLETE ADDRESS _____
(include County)

TELEPHONE NUMBER _____ FAX NUMBER _____
(with area code) (with area code)

EMPLOYER REPRESENTATIVE TO CONTACT _____
(name and title)

TYPE OF ESTABLISHMENT _____ PRODUCT OR SERVICE _____

IS EMPLOYER A DIVISION OF ANOTHER COMPANY AND IF SO, PLEASE IDENTIFY:

(Complete name and address)

Number of workers employed _____ Local and District _____

Is there a grievance pending? _____ If so, attach grievance and any correspondence from Employer.

Basis of Charge *(Be very specific on facts, names, addresses, times, dates, places & classifications of affected employees.)*

(Continue on back of form, if needed)

Submitted by:

(Complete Name/Title/Address/Phone Number)

**ATTACH TO THIS DATA FORM ALL STATEMENTS, AFFIDAVITS AND EVIDENCE
PROPERLY SIGNED AND EXECUTED BY THE EMPLOYEE(S) IN SUPPORT OF THE
ABOVE CHARGE(S)**

LABOR EDUCATION, TRAINING, AND ADULT LEARNING RESOURCES ON THE INTERNET

Labor education information

The Steward's Corner

<http://www.twu.org/education/stewards.html>

Steward resources

<http://www.thesteward.hypenet.com/>

Collective Bargaining

<http://nsea.org/member/ColBar/CBargain.html>

A Curriculum of United States Labor History for Teachers

<http://www.kentlaw.edu/ilhs/curricul.htm>

A Short History of American Labor

<http://www.unionweb.org/history.htm>

An Eclectic List of Events in U.S. Labor History

<http://www.nitehawk.com/alleycat/labor.html>

Guide to Canadian Labour History Resources

<http://www.nlc-bnc.ca/services/elabhis.html>

How to Unionize

<http://dolphin.upenn.edu/~amatth13/>

Labor Links

<http://www.homedirections.com/laborlin.html>

Full texts of all the issues produced by Workers' Education

<http://garnet.berkeley.edu:3333/EDINlist/.labor/.labororg/ifw/ifwwe/ifwwe.html>

Worker/labor education information and links

<http://users.erols.com/czarlab/>

Adult Education Resources and Training Resources

Training Tools – Links

<http://www.insighted.com/training.htm>

On-line learning resources – web sites, discussion lists, and newsgroups addressing training and development issues

http://www.learnativity.com/training_FAQs/d-lists.htm

Darin Ulmer – pages of organizational development and training information

<http://www.flash.net/~darin1/>

Training Checklists by Susan Boyd

<http://www.susan-boyd.com/training.htm>

Team building exercises, training tools and other resources for active learning, leadership and managing change.

<http://www.squarewheels.com/>

List serve discussion group for Training and Development and Human Resource Development

<http://kell167.ed.psu.edu/TRDEV-L/>

The Training Oasis – Innovative Strategies for Bottom Line Results

<http://www3.sympatico.ca/thetrainingoasis/>

Learning Style Preferences

<http://www.excelcorp.com/compnts.html>

Many links to learning and training subjects

<http://www.nwlink.com/~donclark/hrd/hrdlink.html>

Training Super Site for Training and Human Resource Content on the Web

<http://www.trainingsupersite.com/index.htm>

Training Basics

http://www.mapnp.org/library/trng_dev/trng_dev.htm

Instructional System Design tutorial

<http://www.nwlink.com/~donclark/hrd/sat.html>

Peter Venn's Training Resource Directory

<http://www.petervenn.co.uk/>

Training and Development and HR links

<http://www/tcm.com/trdev/t2.html>

Training and Performance Improvement links

[http://www.zigonperf.com/Links.htm#Training/Performance Improvement](http://www.zigonperf.com/Links.htm#Training/Performance%20Improvement)

Theory Into Practice (TIP) database. TIP is a tool intended to make learning and instructional theory more accessible to educators. The database contains brief summaries of 50 major theories of learning and instruction. These theories can also be accessed by learning domains and concepts.

<http://www.gwu.edu/~tip/index.html>

Instructional System Design for Internet training

http://www.rcc.ryerson.ca/learnontario/idnm/main_page/coursepage.htm

What Works in Adult Instruction: The Management, Design and Delivery of Instruction

<http://www.nprdc.navy.mil/wworks/cover.htm>

Learning Styles

<http://www.aenc.org/KE-LearningStyles.html>

Learning Styles Links

<http://www.scican.net/~harnish/mstyles.html>

Institute for Learning Styles Research

<http://www.learningstyles.org/>

Kolb Learning Styles, Bibliography and Links

<http://www.uwf.edu/~coehelp/advid/cmatuszek/links/links.htm>

Learning Theories

<http://www.sil.org/lingualinks/library/literacy/fre371/vao443/TKS2569/tks347/>

The Basic of Instruction – links

<http://www.nova.edu/factrain/learning.html>

Theories of Learning

<http://www.acs.ucalgary.ca/~kmchitre/index.htm>

Perspectives on Instruction

<http://edweb.sdsu.edu/courses/edtec540/perspectives/Perspectives.html>

Distance Learning Database and Links

<http://hurricane.coedu.usf.edu/dl/>

Icebreakers

<http://www.cornell.edu/OHR/TNET/Icebreakers.html>

Helping people reach goals through learning
<http://www.discian.com/>

Specializing in improving human performance
<http://thiagi.com/>

Sternberg-Wagner Thinking Styles Inventory
<http://snow.utoronto.ca/Learn2/tsscale.htm>

Assess your learning style
<http://snow.utoronto.ca/Learn2/lstest.htm>

Teaching style inventory
<http://snow.utoronto.ca/Learn2/tchtest.htm>

Assessing Your Learning Style
<http://snow.utoronto.ca/Learn2/lstyle.htm>

Learning Style Inventory
<http://www2.ncsu.edu/unity/lockers/users/f/felder/public/ILSdir/ilswweb.html>

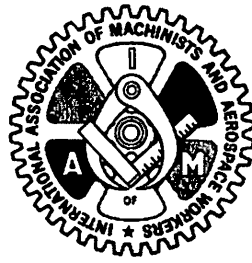
Kiersey Character and Temperament Sorter
<http://www.keirseey.com/>

Identifying Your Preferred Learning Style
http://rick.dgbt.doc.ca/~jean/english/lrn_styl.htm

Article XXXII – ZIPPER CLAUSE

The terms and work rules of this Labor Agreement supersede any previous rules, past practices, grievance settlements or language in any other agreements that are in conflict with them.

This agreement represents the full and complete agreement between the parties and it is understood and agreed that any subject matter, whether or not referred to in this agreement, shall not be open for negotiations during the term of the agreement except as the parties mutually agree. It is also understood that all previous side agreements, summary agreements, and past practices not specifically incorporated in this document are not subject to the provisions of Article XV, Grievance Procedure, and cannot be used by an arbitrator in construing the terms of this agreement.



LOOK AT WHAT THE UNION HAS DONE TO US!

I personally don't want to pay union dues, but some of my co-workers do, and just look at what the Union does in return:

- ❖ The **UNION** forces me to accept **HIGHER WAGES** and **GOOD WORKING CONDITIONS**.
- ❖ The **UNION** forces me to accept **OVERTIME PAY** for all hours worked after 8 hrs/day plus Saturday and **DOUBLE TIME PAY** for all hours worked on Sundays and holidays.
- ❖ The **UNION** forces overtime to be rotated reasonably.
- ❖ The **UNION** forces me to accept good **MEDICAL COVERAGE**.
- ❖ The **UNION** forces me to accept a good **PENSION PLAN**.
- ❖ The **UNION** forces me to accept a good **VACATION PLAN**.
- ❖ The **UNION** forces me to accept good **SICKNESS AND ACCIDENT INSURANCE**.
- ❖ The **UNION** forces me to accept a **HIGHER WAGE** if I work 2nd or 3rd shift.
- ❖ And the nasty **UNION** enforces **SENIORITY RIGHTS** in our shop to prevent the Company from playing favorites.
- ❖ And here's a kick-in-the-pants, with the **UNION** I am forced to have a good **GRIEVANCE PROCEDURE** so I am treated fairly by management.

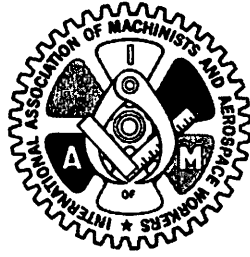
The Union is terrible, as you can clearly see. If other employees will not support the Union, the Union could not force me to accept anything.

What's really scary is, if all the employees were active in the Union and supported it, **BOY**, would the Union be forceful then. I don't want to see that happen.

I, myself, would rather not pay dues, that way the Company can do whatever they wish without interference from the Union.

Without the Union the Company will only be required to pay us minimum wages, but at least we wouldn't have to put up with this Union.

Just think how great it would be without any representation and say in our working conditions, wages and benefits!



WHY A Union?

The wages and benefits you receive are the result of the collective bargaining process – not a gift from the company.

Without the legal protections of a collective bargaining agreement, the company can change or even eliminate health insurance, vacations and holidays, pensions, and many other benefits you enjoy.

You and you co-workers voted to require all employees pay monthly fees to the Union because every employee benefits from the hard-won collective bargaining agreement.

Without the support of all employees, the Union's ability to protest and improve your wages and benefits in the future will suffer.

Employees, who don't pay their fair share, strengthen the company's hand in any negotiations.

For the pennies saved, they give up their rights to attend Union membership and bargaining meetings, to vote on contracts and strikes, and to forge their own futures.

There are dozens of federal and state laws the labor movement helped pass that deal with critical worker rights laws to ensure:

- **that workers are safe and healthy at work**
- **that workers are free from discrimination and harassment**
- **that workers can take time off for family emergencies**
- **that workers are protected from unfair bargaining tactics**

This is for any uninformed potential member that you may know.



International Association of Machinists & Aerospace Workers

Local Lodge 2777

District Lodge 75

Grievance Form

Grievance Number:

Name of Grievant and telephone number:

Job Classification:

Department and Shift:

Steward's Name:

Date & Time of Grievance (or Union became aware of same)

Date & Time of Step One Mtg:

Date of Step 1 Response:

Step 2 filed:

Step 2 meeting: (optional)

Step 2 response:

Step 3 filed:

Step 3 meeting and response:

Arbitration requested:

Nature of Grievance:

Provision (Article and/or Section) Claimed Violated:

Action or Remedy Requested:

Grievant's signature:

Date:

Step One response by Supervisor:

Supervisor's Name:

Date:

Time:

Supervisor's Signature:

Step One answer received by Steward:

Date:

Time:

Steward's Signature:

Step One Reply From the Union:

Signature:

- Remedy Granted (Non-precedence setting) Settlement Reached – See Comments attached
- Grievance Withdrawn Precedence setting Non-precedence setting
- Unsatisfactory – Appealed To Step 2 and presented to Company:

Manager Receiving Step Two:

Date:

Time:

Manager's Signature:

Step Two response by Manager:

Manager's Name:

Date:

Time:

Manager's Signature:

Step Two answer received by Steward:

Date:

Time:

Steward's Signature:

Step Two Reply From the Union:

Signature:

- Remedy Granted (Non-precedence setting) Settlement Reached – See Comments attached
- Grievance Withdrawn Precedence setting Non-precedence setting
- Unsatisfactory – Appealed To Step 3 and presented to Company:

Manager Receiving Step Three:

Date:

Time:

Manager's Signature:

Step Three response by the Company:

Step 3 Answer Provided By:

Date:

Time:

Signature:

Step Three answer received by:

Date:

Time:

Signature:

Step Three Reply From the Union:

Chief Steward's Signature:

- Remedy Granted Precedence setting Non-precedence setting
- Settlement Reached – See Comments attached
- Grievance Withdrawn Precedence setting Non-precedence setting
- Unsatisfactory – Appealed To Arbitration and notified Company:

I acknowledge receipt of this completed grievance form on the date signed:

Signed by grievant: _____ **Date:** _____

Grievant's mailing address and phone:

IAMAW TRAINING COURSE EVALUATION



The IAMAW is always interested in improving our training courses. It would be appreciated if you could take a few moments to complete this evaluation. Let us know what works and what doesn't in your opinion. Thank you for attending!

(Please Print)

Name: (optional) _____

Date: _____ **Location** _____

Local Lodge _____ **Employer** _____

Occupation _____ **Years in Union** _____

(Please Circle)

Scale Definition: 1 - very interested 2 - Somewhat interested 3 - Not at all interested

1. How interested were you about coming to this course before you arrived? 1 2 3

2. How interested are you now in the topics that were covered in this class? 1 2 3

3. Was the course interesting? Yes No

4. Did the instructor/instructors do a good job of teaching it? Yes No Sometimes

5. Were the instructors easy to understand and well prepared? Yes No Sometimes

6. Have you learned this material before? Yes No Some of it

7. Have you received IAMAW training before? Yes No

8. If you answered yes to question #7, what type and when was the training conducted?

9. Were the materials clear and understandable? Yes No Some of it

10. Please mark what your overall thoughts of the course were? Was the training class

Poor Fair Good Very Good

11. What did you like most about this course? _____

12. What did you like least about the course? _____

13. Is there anything you would like to see improved in this course? _____

14. Please use the additional space below to list any other comments: _____
