

# workshop **7**

## *Writing Grievances*



# Tips on Writing Grievances

The purpose of a written grievance is to give the employer official notification of the grievance. Your contract specifies when you should put the grievance into writing and gives you certain time limits to follow. A written grievance should not be long or complicated. Because the written grievance only provides a written notification, you should not argue your case in writing.

A good written grievance should contain three parts:

**1. *The circumstances (the "what")***

What happened or failed to happen? (This includes the grievant's name as well as when and where the grievance happened.) It can and should be one sentence.

**2. *The contention (the "why")***

Mention all sections of the contract that might possibly be violated. Add past practice or other violations which might apply. Do not include a specific section of the contract unless you have evidence to support your accusation.

Cover all your bases by using the phrase "and all other relevant sections of the contract." Example: "This action violates Section II, Article 3, and all other relevant sections of the contract."

**3. *The remedy (the "how")***

How do you want the employer to correct the situation? Ask for all the benefits the worker would have had if the violation had never occurred.

Again, cover your bases by using the inclusive phrases: "shall be made whole for any and all losses" or "and any and all other benefits to which the grievant is entitled."

# *What's Missing?*

The following grievances were taken from actual SEIU files. Read through each grievance and decide what's missing from 1, 2, and 3.

1. On Jan. 6, the grievant, Michael Smith, had his hours cut in the Maintenance Department, Building #200. His supervisor began performing his work in violation of Article XIII, Section 1.
2. Section XVIII of the contract has been violated. Management should pay the grievant back wages, restore seniority rights, and make the grievant whole.
3. On Aug. 1, the grievant, Mary Nelson, did not receive pay for a sick day. This is unjust. She was ill. She has her rights. She should be paid.

How do the above grievances compare to this one?

4. On Aug. 5, Mary Jones was disciplined without just cause and unjustly deprived of one day's sick pay. This violates Article VII, Article XX, Article XI, Article II, and all other relevant contract articles. The discipline against the grievant should be withdrawn and the grievant be made whole for her lost sick day and all other benefits to which she is entitled.