



Local 8782 United Steelworkers

Grievance Committee

To All Stewards

New Grievance forms are now in circulation, all old grievance forms should be disposed of. New grievance forms are available at the Union hall or at Human resources.

These grievance forms are for 2nd step grievances only, any use of them as first step should be immediately forwarded to the grievance chair.

The following is a general guideline as to the filling out of the new forms (Copy is included for reference). The example is for an individual grievance.

Copies of the draft Collective Agreement are available on the Union Website at www.uswa8782.com

Incident Occurs the grievor has 7 days from the time they are aware of the incident to put in a 1st step grievance. [Section 9.11]

1st Step – [Section 9.06] – Verbal – to be put in to their supervisor, the supervisor has 7 calendar days to give a reply to the grievance to the individual.

2nd Step – [Section 9.07] - Fill in all the Blue highlighted areas. The wording of the particulars is the same start for each grievance.

General wording is included on the sheet make sure you finish the wording with the reason for the dispute or grievance.

Remedy sought: I request full investigation and full redress.

The steward prints their name at the bottom right; the grievor signs their name below the steward's.

All Three copies of the grievance are to be handed to the supervisor where the grievance occurred where possible (**photocopy** the grievance face at this point so you have a reference document).

Chief Steward (or their delegate) is to meet with the company 7 calendar days from the date the grievance was handed in at 2nd step.

The company has 7 days from the date of the meeting to give the steward the response to the second step (Steward should receive the white copy only)

Once the Grievance is received back from the company the steward is to forward the grievance face, all meeting notes, completed fact sheets, disciplinary reports (if involved), and all other information from witnesses and previous grievances to the chair of the grievance committee asap.

For Group grievances use a separate sheet of paper for names signatures and perm # (a copy to be included for the company and the union.)

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Department [redacted]	Present Occupation [redacted]	Dept. Start Date [redacted]	Date Grievance Filed: YY/MM/DD [redacted]
Grievor's Surname [redacted]	First Name and Initials [redacted]	Type of Grievance: Policy /Group (List attached) /Individual	
Address: [redacted]		Telephone No. [redacted]	Work Ext. [redacted]

Particulars of Grievance:

I allege a violation of the Basic Agreement and/or any other legislation in effect in that: [please add reason for grievance eg; improper pay, unjustly Terminated, unjustly disciplined etc.]

Remedy Sought:

I request full investigation and full redress

Step 2 Meeting Date:

Date: _____ **Supervisor Signature:** _____
Position: _____ **Print Name:** _____

Referred to 3rd Step: _____ **Date:** _____

Post 3rd Step Meeting Status:

Resolved _____ **Withdrawn** _____ **Referred to Arbitration** _____

Date: _____ **Union Rep (if applicable)** _____

Copies distributed after Step 2 reply:
 White: Steward / Union Hall
 Yellow: Human Resources Dept
 Pink: Department

Contract Year
2013
Grievance No
00000

Union Steward Name (Please print):
[redacted]
Grievors Signature: [redacted]

be cumulative during the term of this agreement. Members of the Grievance Committee who are "off shift" but attend Step No. 3 meetings will also be entitled to payment as outlined above, but it is understood that such hours are not to be deemed hours worked under any other provision of this Agreement.

- (b) A member of the Grievance Committee who has requested and been granted permission to leave work for the purpose of attending a Third Step Grievance Meeting will be allowed up to one (1) hour in total for leaving and returning to his/her job prior to and after such meeting. The employee will be paid for such time lost from work in accordance with (a) above.

9.05 A representative of the Union shall obtain the permission of his/her foreman before leaving his/her work to deal with a grievance. Such permission shall not be unreasonably withheld.

Grievance Procedure

9.06 Step No. 1 - Any employee who believes that he/she has a justifiable grievance or dispute may discuss and attempt to settle it with his/her Foreman, with or without a departmental Chief Steward or Steward being present, as the employee may elect. The Foreman will make known his/her decision to the employee within seven (7) calendar days. The settlement of grievances at Step No. 1 shall not constitute a precedent nor be used as a precedent in future cases by either the Company or the Union and shall be without prejudice to the position of either party. Grievances not adjusted in this way may be appealed to Step No. 2.

9.07 Step No. 2 - Notice of appeal must be given to the Foreman by the Chief Steward or his/her Steward delegate of the department in which the dispute arose. Such notice shall consist of a written statement of the grievance containing particulars of the incident giving rise to the grievance and shall be signed by the aggrieved employee and dated as of the date of its submission. The Manager or his/her delegate shall meet with the Chief Steward or his/her Steward delegate within seven (7) calendar days, to investigate the grievance and attempt to settle it. A written decision shall be given by the Manager or his/her delegate within seven (7) calendar days after the date of such meeting. Grievances not adjusted in Step No. 2 may be appealed to Step No. 3.

9.08 Step No. 3 - Notice of appeal must be given in writing within Twenty-one (21) calendar days from the date of the written decision of the Manager or his/her delegate to the Manager of Human Resources. The General Works Manager or his/her delegate shall meet with the Grievance Committee, which may be accompanied by an International Officer or representative of the Union within twenty-one (21) calendar days, to investigate the grievance and attempt to settle it. A written decision shall be given by the General Works Manager or his/her delegate within fourteen (14) calendar days after the date of such meeting.

9.09 A grievance once processed at any step of the Grievance Procedure will not be again

considered except by way of appeal taken within the times therein provided.

- 9.10** No employee other than a probationary employee shall be discharged without first being given seven (7) days notice except in cases of serious misconduct, when discharge shall be effective immediately. An employee who is being notified of his/her discharge may elect to have a departmental Chief Steward or Steward present. In the event that a departmental Chief Steward or Steward is not present at the time the employee is notified of his/her discharge, the Company will notify the Chief Steward of all immediate discharges or notice of discharge given to employees in his/her department, excepting probationary employees, within forty-eight (48) hours after such discharge or notice of discharge has been effected. Grievances relating to notice of discharge or discharge may be initiated at Step No. 2 of the Grievance Procedure and may be appealed directly to Step No. 3.
- 9.11** Except as otherwise provided, grievances must be presented in writing within fourteen (14) calendar days from the date of the incident giving rise to the grievance. A former employee who is entitled to recall under 7.03 shall be eligible to file a grievance concerning such recall. Grievances which are not presented within the specified time limits may not be processed through the Grievance Procedure without the consent of the Company and in any event are not arbitrable.
- 9.12** (a) In the event that more than one employee is directly affected by one specific incident and each such employee would be entitled to process a grievance, the Chief Steward shall sign the statement of the grievance on behalf of the aggrieved employees and shall identify the grievances as a "Group Grievance". The names of such employees shall be attached to the grievance. A "Group Grievance" may be initiated at Step No. 2. For the purposes of this provision only, the time limits of Clause 9.11 shall be thirty (30) days.
- (b) If the Company is alleged to have violated any provisions of this agreement and such violation affects the interest of the Union as a party to the Agreement, the Union may file a grievance, beginning at Step No. 2, which shall be signed on behalf of the Union by the Chairman of the Grievance Committee and shall be identified as a "Union Policy Grievance". The time limits of Clause 9.11 shall not apply, except that if retroactive wages are claimed, the time limits of Clause 9.11 shall be thirty (30) days.
- (c) Grievances that concern the interpretation, application or administration of the Manual may be initiated by the Union and shall be resolved in accordance with the provisions of this Section beginning at Step No. 3.
- 9.13** The Grievance and Arbitration Procedure may be invoked by the Company. Such grievances may be initiated by the Company at Step No. 3 of the Grievance Procedure by filing with the Chairman of the Grievance Committee. For such purpose, the provisions of this Section 9 will be read and construed with necessary changes.