

CWA District 6 Conference Workshop



**GRIEVANCE  
HANDLING**

## **Workshop Outline**

- I. Introduction
  - a. Welcome
  - b. Workshop Overview
    - i. We are improving the appeal process for General Level Grievances and Arbitration Requests.
    - ii. We are sharing the new General Level Grievance Appeal File Checklist Form to be used moving forward.
    - iii. We have created and will be sharing a toolkit of forms available to assist the Locals with the grievance process.
    - iv. We have a growing number of new officers and it's important for everyone to have the proper tools available.
- II. Forms
  - a. General Level Grievance Appeal File Checklist (Form)
  - b. Statement of Occurrence (Form)
  - c. Union Investigation/Grievance Worksheet (Form)
  - d. District Appeal Template (Form)
- III. Samples
  - a. Sample Grievance Letter
    - i. Discussion
  - b. Sample Information Request
    - i. Discussion
  - c. Sample Case File Requirements
    - i. Discussion

#### d. Model Grievance Language

##### i. Discussion

#### IV. Duty of Fair Representation

a. Bargaining Unit Employees have a right to be represented by the union fairly, in good faith, and without discrimination. The union has the duty to represent all employees - whether members of the union or not-fairly, in good faith, and without discrimination. This duty applies to virtually every action that a union may take in dealing with an employer as your representative, including collective bargaining, handling grievances, and operating exclusive hiring halls. For example, a union which represents you cannot refuse to process a grievance because you have criticized union officials or because you are not a member of the union. But the duty does not ordinarily apply to rights a worker can enforce independently - such as filing a workers' compensation claim - or to internal union affairs - such as the union's right to discipline members for violating its own rules.

#### b. Seven Golden Rules on the Union's Duty of Fair Representation

- i. Consider all grievances solely on the merits.
- ii. Investigate each grievance promptly and vigorously.
- iii. Do not miss time limits.
- iv. Keep a record.
- v. Keep the grievant informed.
- vi. Have a valid reason for any action.
- vii. If the grievance lacks merit, drop it.

#### V. Final Word/Feedback

# **GENERAL LEVEL GRIEVANCE APPEAL**

## **FILE CHECKLIST**

The following checklist provides a list of necessary items required in the grievance file in order for the District 6 Staff Representative to hear this grievance at the general level, with the most information as possible to obtain a favorable outcome.

- Completed Statement of Occurrence (including email address, address and phone numbers)**
  - Does Grievant want the grievance appealed to the next step? (Grievant must reply to Local before proceeding)
- Assign Individual Local Grievance #
- All Correspondence letters for grievance (Denials etc.)
- Defining Articles that are relevant and what settlement is expected?
- All Coaching Documents for the past 2-3 years (Udocs, My Coach or Compass)
- All Discipline Documents for the past 2-3 years
- Separation proposal and/or Termination document if applicable
- Job Accommodations & FMLA audits (if applicable)
- Attendance for the last 3 years
- Appraisals for the last 3 years
- Asset Protection Reports- Unredacted to include any attachments (if applicable)
- Ethics investigations/summary of findings
- Posted schedule for time frame that is relevant
- Scorecard for the past 12 months (Call Center/WFH)
- Copy of monthly dashboard results for the past 12 months (Retail)
- Screen and Video of recorded calls (if applicable) (links)
- Complete current copy of ANY Company Policies that has allegedly been violated.
- Training records for the past 3 years reflecting Company policies that were covered.
- Store videos if relevant for discipline
- All meeting notes - including investigatory, disciplinary & day in court and previous grievance levels.
- Forward any and all electronic records the Local received from the Company in reference to the grievance

Relevant notes regarding file and/or missing documents:

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**STATEMENT OF OCCURRENCE – CWA LOCAL 6XXX**

Please print and fill out completely.

Page \_\_\_\_\_ of \_\_\_\_\_

Today's Date: \_\_\_\_\_ Cell # \_\_\_\_\_ Alt # \_\_\_\_\_

Full Name: \_\_\_\_\_ ATTUID: \_\_\_\_\_ NCS DATE \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Work location: \_\_\_\_\_ Job Title: \_\_\_\_\_

Dept: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Email: \_\_\_\_\_ Date of Action Taken: \_\_\_\_\_

What are you accused of? (Management's point of view)

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What happened? (Your point of view--Facts ONLY). Attach additional pages if needed.

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I WAS: \_\_\_\_\_ Suspended \_\_\_\_\_ Terminated \_\_\_\_\_ Placed on DML

\_\_\_\_\_ Bypassed \_\_\_\_\_ Placed on WR/WW \_\_\_\_\_ Placed on Final \_\_\_\_\_ Place on PN

\_\_\_\_\_ Other/Please Specify: \_\_\_\_\_

Proposed Resolution/Remedy: \_\_\_\_\_

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Grievant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Union Official Acknowledgement. Name: \_\_\_\_\_ Date: \_\_\_\_\_

**UNION INVESTIGATION / GRIEVANCE WORKSHEET**

For union investigative purposes only. Keep in the union's file. DO NOT share with management.

This is **NOT** a Statement of Occurrence

Name: \_\_\_\_\_ UID: \_\_\_\_\_ DATE \_\_\_\_\_

Tour: \_\_\_\_\_ Days Off: \_\_\_\_\_ Phone: \_\_\_\_\_

Circle One: Investigation Coaching Discipline Attendance Other: \_\_\_\_\_

**WHO** is involved:

Steward: \_\_\_\_\_ Scribe: \_\_\_\_\_

MGR/Asset Protect: \_\_\_\_\_ Scribe: \_\_\_\_\_

Other participants: (Name, Position, Role in Meeting):

\_\_\_\_\_

Witness(es): \_\_\_\_\_ Contact: \_\_\_\_\_

\_\_\_\_\_

**WHAT** happened? (Reason given by management)

\_\_\_\_\_

\_\_\_\_\_

**WHEN** (If incident occurred) (Date, Time) \_\_\_\_\_

**WHERE** (if incident occurred) (Location) \_\_\_\_\_

**WHY** is an investigation taking place, or why is discipline being issued? (Reason given by management).

\_\_\_\_\_

\_\_\_\_\_

**HOW** do we the company to make it right? \_\_\_\_\_

Steward name: \_\_\_\_\_ Phone: \_\_\_\_\_

**RECORD OF GRIEVANCE  
LOCAL 6XXX**

Grievance Number \_\_\_\_\_

Date General Level Appeal Expires \_\_\_\_\_

**NAME OF COMPANY**

1. Grievance Occurred (a) \_\_\_\_\_ (b) \_\_\_\_\_  
Date Location

2. Grieving Employee or Work Group Involved (a) \_\_\_\_\_  
Employee or Work Group

(b) \_\_\_\_\_ (c) \_\_\_\_\_ (d) \_\_\_\_\_  
Department Job Title NCS Date

(e) \_\_\_\_\_ (f) \$ \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Seniority Date Rate of Pay

Work Phone: \_\_\_\_\_

3. Unions Statement of What Happened (Use other side if necessary) \_\_\_\_\_

4. Specific Basis of Grievance or Article(s) of Contract Involved: Unfair and Unjust treatment of this employee, and any other applicable Article of the Labor Agreement between the Parties.

5. (a) Grievance filed \_\_\_\_\_ (b) Originated By \_\_\_\_\_  
Date Union Representative

6. Company's Position (Explain Fully) \_\_\_\_\_

7. Union's Position and Proposed Settlement \_\_\_\_\_

8. 1<sup>st</sup> \_\_\_\_\_ Level Meeting Held \_\_\_\_\_  
Date

9. Company Rep \_\_\_\_\_ Union Rep \_\_\_\_\_

10. Disposition Denied

**Note: Attach any additional information that may be helpful.**

Signed \_\_\_\_\_  
Union Representative Date

**A COPY OF THIS FORM MUST ACCOMPANY ANY APPEALED GRIEVANCE**



# Communications Workers of America

AFL-CIO

Local 63XX · District 6  
123 Happy Lane  
Happy, MO 66503  
#xxx-xxx-xxxx

23-001

Filed to Protect Contractual Time Limits

November 19, 2023

Karen Carroll  
Lead Labor Relations Manager  
5501 Alliance Gateway Freeway  
Fort Worth, TX 76177

Dear Mrs. Carroll:

In accordance with the Provisions of Article 7 – Grievance Procedure - of the 2020 Labor Agreement between the Communications Workers of America and AT&T Mobility, et al, the Union wishes to submit the following grievance.

The Company violated the contract by suspending/terminating John Doe without just cause. The suspension of John Doe without just cause occurred on November 1, 2023. Should the suspension of John Doe result in the termination of John Doe's employment over the same or related events or transactions as the suspension, this grievance is intended to grieve the termination concurrently with the suspension. The Union demands as a remedy that the Company reinstate John Doe and make him whole, including but not limited to the average overtime worked by employees in his work group during his time off the payroll.

The Union charges the Company with unfair and unjust treatment and any other applicable Article of the Labor Agreement between the Parties.

To avoid forwarding this grievance to the next level of the grievance procedure, the Union requests a meeting within 14 calendar days upon receipt of this letter. Please contact Jason Vellmer at 816.718.1779 to make the necessary arrangements.

Very truly yours,

Jason Vellmer, Administrative Director  
Communications Workers of America  
Local 6XXX

November 19, 2023

Karen Carroll  
Lead Labor Relations Manager  
5501 Alliance Gateway Freeway  
Fort Worth, TX 76177

Dear Mrs. Carroll:

RE: Grievance #23-001

REQUEST FOR RECORDS OF John Doe

Pursuant to Sections 8(a)(5) and 8(d) of the National Labor Relations Act, the Union hereby requests information that is necessary for the Union to adequately investigate this grievance. The Union cannot lawfully perform its representational duties without all of the information upon which the company has based its decision regarding this action. The Union specifically requests the following items.

1. Copies of any and all records and/or documents regarding this grievance that the company may present during the course of the formal grievance procedure.
2. Copy of current and last 3 years' performance appraisals.
3. Copy of current and last 3 years' attendance records.
4. Copy of any commendations or awards in file.
5. Copy of any development or improvement plans.
6. Copy of any records or supervisory notes pertaining to any disciplinary actions taken (i.e. discussions, warnings, suspensions, etc.).
7. Copy of the separation proposal.

If you should have any questions regarding this matter, please call me at 816-718-1779.

Very truly yours,

Jason Vellmer, Administrative Director  
Communications Workers of America  
Local 6XXX

**CASE FILE REQUIREMENT FOR ARBITRATION  
AUTHORIZATION REQUEST**

**DATE:** November 20, 2023 2 weeks = 60 days = 08/17/2018  
**TO:** Claude Cummings, Jr., Vice President – District 6  
**FROM:** Jason Vellmer, CWA Representative  
**SUBJECT:** Request for Arbitration – Premise Technicians – Grievance #15-201  
Work in a Higher Title – Kansas City – Local 6360

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**GENERAL LEVEL DENIAL DATE: 06/21/2018**

**FIRST LEVEL DENIAL DATE: 04/20/2017**

**Date appeal letter received from Grievant/Local President:** N/A

1. **Notice of Intent to Arbitrate Deadline:** 08/17/2018
2. **Grievant:** On Behalf of All Premises Technicians  
in Kansas City Metropolitan Area  
**Current Address:** 6415 Universal Ave  
Kansas City, MO. 64120  
**Work Phone:** 816-561-6360  
**Home Phone:**  
**Cell Phone:**
3. **Grievance Location:** St. Louis Metropolitan Area
4. **1<sup>st</sup> Step Grievance File Date:** 12/17/2015
5. **Local:** 6360
6. **Company:** AT&T Core
7. **Job Title:** Premises Technician
8. **NCSD:** N/A
9. **Age:** N/A
10. **Sex/Race:** N/A
11. **Disputed Contract Article:** Appendix J
12. **Need contract interpretation subject matter expert?** Yes
13. **Notification to AAA/FMCS Deadline:** 08/17/2018

**I. Please consider this a request to arbitrate the attached grievance filed by Local 6360 in the following manner:**

“The Union charges the Company, on behalf of Kansas City metro Cable Splicers, violated the following: Article 1, Recognition and Establishment of the Unit and Appendix C, Supplemental Statements, Paragraph B (a), (b), (c) when on or about November 20 2015 and on an ongoing basis management directed an Appendix J employee to perform Appendix C work.”

**II. THE ISSUE TO BE ARBITRATED IS:**

Is the Company just in assigning Group 1 Craft work to Premises Technicians?

**III. FACTS:**

The Company is assigning Premises Technicians to perform troubleshooting and testing in the cable pairs. This is defined as Customer Services Technicians work per the Job Description. The Union never bargained any changes that involved troubleshooting and testing of the outside plant. In 2009, the Union bargained Premises Technicians access from the serving terminal to the customer’s premises. In 2013, the Union bargained Premises Technicians the ability to cut and transfer cable pairs and place bridge tap terminators, but Cable Repair work would continue to be performed by Group 1 Craft.

**IV. RELEVANT CONTRACT PROVISIONS**

Appendix J

**V. COMPANY POSITION**

The Company took the position that no work is being performed by the Premises Technicians that is not in their Job Description; therefore, there is no violation of the contract.

**VI. UNION POSITION**

The Union’s position is that the Premises Technicians should not be troubleshooting or testing cable pairs because it is outside of their job scope. The Union has bargained additions to the normal workload of Premises Technicians, including: access from the serving terminal to the customer’s premises, the ability to cut and transfer cable pairs, and the use of bridge tap terminators. The Union believes the Company is violating the Labor Agreement when Premises Technicians troubleshoot and test the cable, which has always been Group 1 Craft work.

**VII. DISCUSSION AND RECOMMENDATION**

I sent the Local a letter on May 12, 2017 that I was recommending this case for arbitration. The arbitration review board has already received a grievance on this issue from Local 6300.

The Union is engaged in the ongoing fight with preserving the work of Group 1 Technicians while the Company continues to assign work to Premises Technicians which is outside of their job scope. In 2009, the Union bargained Premises Technicians access from the serving terminal to the customer’s premises, which included a significant wage increase along with extra responsibility. In 2013, the Union bargained for Premises Technicians the ability to cut and transfer cable pairs and place bridge tap terminators, but Cable Repair work would continue to be performed by Group 1 Craft. When we bargained these changes, it was due to a significant amount of technicians who were already performing this type of work and it was never grieved. Now, we have discovered the Company is

assigning Premises Technicians troubleshooting and testing of the cable, which should remain Group 1 Craft work. The Company claims they are not performing any cable work, just attempting to locate trouble for better helper ticket handling when sending a ticket to Cable Repair. This could lead to Premises Technicians performing the repairs themselves, similar to the swapping of pairs. The potential pitfall I see with the testing piece of this grievance, is the Premises Technicians are still not going into the cable pair to make the repairs. The technician is only running a test and inputting on a helper ticket where possible faults may be on the line. This is a similar situation to when CSRs were initiating testing on DSL trouble reports before it would go to the NCTs. The NCTs would then analyze the testing results and retest, if needed, to better decide what direction the trouble report would have to go. The Premises Technicians are not making physical repairs. They are just inputting where trouble may be on the line, which is not performing Group 1 Craft work. The Premises Technicians are allowed to use simple meters, per the Job Description, but the JDSU is not a simple meter. When a technician is attempting to locate trouble on the line, they will use the TDR function on the meter. This is advanced testing using an oscilloscope to locate frequency clipping which helps locate copper faults on a line. I caution that we should not base our decision solely on this function because what is a simple meter? Most of the testing meters our technicians are using have improved considerably over the years to the point that the meter does most things for them. The technicians are currently using two different versions of the JDSU test set: version 3 and version 4. The version 3 test set is limited and when running the copper tests. It will look for shorts, grounds, and load coils. The version 4 test set will run basic copper tests, but also has the TDR function that can locate bad splices or bridge tap terminators. Looking at the Kansas City workgroup as a whole, 95% have version 3 and the remaining 5% have version 4. The last piece of our argument is, how do the technicians charge their time spent on a job performing testing and how long are they testing a line? Most technicians, depending on what version of the JDSU they have, are spending 30 minutes to an hour testing a line. If you have version 3, you are closer to the 30 minute range. If you have version 4, it is closer to an hour. Technicians could have 30 minutes to an hour of nonproductive time per job towards their numbers any given day. The Job Description does not specify that technicians are responsible for testing, but does reference “performs all aspects of installing, repairing, disconnecting, modifying, upgrading and downgrading of customer service offerings, including CPE and inside wire.” It would be hard to prove that repairing doesn’t include troubleshooting and testing.

The Company will continue to push as much work as they can to lower scale workers, to diminish the work performed by Group 1 Craft, until there is no longer Group 1 Craft. It would be hard to take the position that Premises Technicians are working outside of their scope when they are just testing and no work is performed on the cable. The TDR testing, which is the biggest part the Local has an issue with, currently only makes up about 5% of the work group, but that number will slowly increase once all technicians are given version 4. On this specific issue the Company had Premises Technicians accessing the fiber splice case prior to the crossbox which is outside of the technicians scope. Based on the facts of this case and the recommendation from the Local to arbitrate, I am willing to recommend that this case be arbitrated.

## **VIII. REMEDY SOUGHT**

Premises Technicians will cease and desist all splicing work on the cable pair.

## **IX. LOCATION OF HEARING**

Kansas City, MO

# CASE FILE REQUIREMENT FOR ARBITRATION AUTHORIZATION REQUEST

**DATE:** November 20, 2023

**TO:** Claude Cummings, Jr., Vice President – District 6

**FROM:** Cheryl Dawson, CWA Representative

**SUBJECT:** Request for Arbitration – **Laverne De Fazio – 6012MR-21-25-ATTM  
Written Warning – Tulsa, Oklahoma  
CWA LOCAL 6012**

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| <b>GENERAL LEVEL DENIAL DATE:</b>  | October 5, 2021  |
| <b>FIRST LEVEL DENIAL DATE:</b>  | May 12, 2021   |
| <b>Date appeal letter received from Grievant, Recommended by Local President, or Recommended by Staff:</b> | October 5, 2021  |
| <b>1. Notice of Intent to Arbitrate Deadline:</b>  | December 3, 2021   |
| <b>2. Grievant:</b>  | Laverne De Fazio   |
| <b>Current Address:</b>  | 113 1/2 Laurel Vista Drive<br>Broken Arrow, Oklahoma 74012 |
| <b>Work Phone:</b>   |  |
| <b>Home Phone:</b>   |  |
| <b>Cell Phone:</b>   | 918-867-5309   |
| <b>3. Grievance Location:</b>  | TULSA, OKLAHOMA  |
| <b>4. 1<sup>st</sup> Step Grievance File Date:</b>   | March 22, 2021   |
| <b>5. Local:</b>   | 6012   |
| <b>6. Company:</b>   | AT&T Mobility  |
| <b>7. Job Title:</b>   | Retail Sales Consultant                                    |
| <b>8. NCSD:</b>  | May 20, 2009   |
| <b>9. Age:</b>   |  |
| <b>10. Sex/Race:</b>   | Female   |
| <b>11. Disputed Contract Article:</b>  | Written Warning without Just Cause                         |
| <b>12. Need contract interpretation subject matter expert?</b>   | NA   |
| <b>13. Notification to AAA/FMCS Deadline:</b>  | December 3, 2021   |

**I. Please consider this a request to arbitrate the attached grievance filed by Local 6012 in the following manner:**

“The Company violated the contract by imposing a Written Warning on Laverne De Fazio without just cause on March 16, 2021.”

**II. THE ISSUE TO BE ARBITRATED IS:**

Did the Company have just cause when they placed Laverne De Fazio on Written Warning for Job Performance, if not, what shall the remedy be?

**III. FACTS:**

Ms. De Fazio was hired on May 25, 2008 as a Retail Sales Consultant.

Ms. De Fazio was placed on the following steps of discipline for Attendance: a Counseling Notice on September 9, 2020.

Ms. De Fazio was placed on the following steps of discipline for Job Performance: a Counseling Notice on December 17, 2020 and a Written Warning on March 16, 2021. Ms. De Fazio has subsequently been placed on a Final Written Warning for Job Performance as of July 2021.

A grievance was filed on the Counseling Notice and was denied at the General Level on October 5, 2021. A grievance has also been filed for the Final Written Warning and is still pending at the first step.

**IV. RELEVANT CONTRACT PROVISIONS**

Written Warning issued without Just Cause

**V. COMPANY POSITION**

The Company maintains that Ms. De Fazio received adequate coaching and it well aware of the expected performance behaviors.

**VI. UNION POSITION**

The Union argued that while Ms. De Fazio received coaching on the expected performance behaviors, Ms. De Fazio is 13 year employee with no previous discipline issues and only had 3 Side by Sides (SBSs) over a 3 month period where she did display the expected performance behaviors.

**VII. DISCUSSION AND RECOMMENDATION**

Ms. De Fazio was placed on a Counseling Notice (CN) for Job Performance on December 17, 2020 and it was set to expire on March 17, 2021. On March 16, 2021, Ms. De Fazio was progressed to a Written Warning (WW) for Job Performance.

The Company listed 3 (SBSs) on the WW in which the Company claims Ms. De Fazio did not display the expected performance behaviors. When you look at the coaching documents as a whole, Ms. De Fazio actually had a total of 10 SBSs between the date she was placed on the CN until the date she was placed on the WW (Dec 17, 2020-Mar 16, 2021).

Ms. De Fazio received the following SBSs leading up to the issuing of the WW:

- Dec 26, 2020 @17:53 – Per manager comments, Ms. De Fazio displayed the expected performance behaviors
- Dec 28, 2020 @21:42 - Per manager comments, Ms. De Fazio displayed the expected performance behaviors
- Jan 5, 2021 @19:06 - Per manager comments, Ms. De Fazio did not displayed the expected performance behaviors (this SBS was listed on the WW)
- Jan 16, 2021 @ 00:16 – Per the manager comments, Ms. De Fazio was counted off for not following the Confirm portion of the expected performance behaviors. Under the expected performance behaviors, the Confirm section is defined as the employee attempting to close a sale, attempting to overcome objections and attempting to schedule an installation for a possible sale. The manager commented “Laverne was consistent with her trying to close the sale with her customer but the customer continued to be reserved.” The manager went on to coach Brittney on a different way to overcome the customer objections but she was still counted off for not following the Confirm expectation.
- Jan 27, 2021 @22:09 - Per manager comments, Ms. De Fazio did not displayed the expected performance behaviors (this SBS was listed on the WW)
- Feb 25, 2021 @19:43 - Per manager comments, Ms. De Fazio displayed the expected performance behaviors
- Feb 25, 2021 @19:49 - Per manager comments, Ms. De Fazio displayed the expected performance behaviors
- Mar 9, 2021 @ 13:08 – On the WW, the date is listed at Mar 8, 2021 but this is the corresponding coaching. According to the manager comments, Ms. De Fazio displayed all of the expected performance behaviors except that she did not check in with the manager to cover the customer’s dashboard before she completed the interaction. Ms. De Fazio claims that she was not made aware of this expectation and this was the first time she was ever counted off for this. This expectation was covered during her goal planning meeting on Feb 1, 2021
- Mar 11, 2021 @23:14 - Per manager comments, Ms. De Fazio displayed the expected performance behaviors
- Mar 11, 2021 @23:42 – duplicate SBS entry to Mar 11, 2021 @23:14 SBS

These documents show that over a 3 month period Ms. De Fazio only missed the expected performance behaviors on what the Union feels is 3 SBSs (the Company is claiming 4). Ms. De Fazio is a 13 year employee with no previous steps of disciplines and it was not until a new Retail Sales Manager came to the store that Ms. De Fazio has been progressed from a CN in Dec 2020, to a WW in Mar 2021 and a Final Written Warning in Jul 2021, all within a 7 month period.

I recommend this case to be arbitrated.

### **VIII. REMEDY SOUGHT**

Remove Written Warning from her record

### **IX. LOCATION OF HEARING**

Tulsa, Oklahoma



### **Grievance over suspension and/or termination**

The Union hereby requests a meeting at the first step of the contractual grievance procedure over the following grievance:

The Company violated the contract by suspending/terminating John Doe without just cause. The suspension of John Doe without just cause occurred on November 1, 202X. Should the suspension of John Doe result in the termination of John Doe's employment over the same or related events or transactions as the suspension, this grievance is intended to grieve the termination concurrently with the suspension. The Union demands as a remedy that the Company reinstate John Doe and make him whole, including but not limited to the average overtime worked by employees in his work group during his time off the payroll.

### **Grievance over termination (no suspension)**

The Union hereby requests a meeting at the first step of the contractual grievance procedure over the following grievance:

The Company violated the contract by terminating the employment of John Doe without just cause on November 1, 202X. The Union demands as a remedy that the Company reinstate John Doe and make him whole, including but not limited to the average overtime worked by employees in his work group during his time off the payroll.

### **Grievance over disciplinary suspension without pay**

The Union hereby requests a meeting at the first step of the contractual grievance procedure over the following grievance:

The Company violated the contract by suspending John Doe without pay without just cause on November 1, 202X. The Union demands as a remedy that the Company void the suspension of John Doe and make him whole, including but not limited to the average overtime worked by employees in his work group for all time that he was suspended.

### **Grievance over DML**

The Union hereby requests a meeting at the first step of the contractual grievance procedure over the following grievance:

The Company violated the contract by imposing decision-making leave on John Doe without just cause on November 1, 202X.

### **Grievance over disciplinary step**

The Union hereby requests a meeting at the first step of the contractual grievance procedure over the following grievance:

The Company violated the contract by imposing Phase 2 discipline on John Doe without just cause on November 1, 202X.

### **Modify for any disciplinary action:**

#### **Examples:**

“...by imposing final written warning...”

“...by imposing a written reminder...”

“...by imposing Phase 3 discipline...”

### **Grievance over removal from driving job**

The Union hereby requests a meeting at the first step of the contractual grievance procedure over the following grievance:

The company violated the contract by removing John Doe from driving jobs and jeopardizing his employment. The company arbitrarily and/or without just cause removed John Doe from driving jobs on November 1, 202X. Should the removal of John Doe from driving jobs result in demotion or termination, this grievance is intended to grieve the demotion or termination concurrently with the removal from driving on the ground that the demotion or termination is without just cause.

### **Group grievance – company action applying to class of employees**

The Union hereby requests a meeting at the first step of the contractual grievance procedure over the following grievance:

On or about July 1, 202X, and on a continuing basis thereafter, the Company violated and has continued to violate the rights of all Premise Technicians under Article XII, Seniority, of the 2017 Departmental Agreement, and all other applicable provisions of the Agreement, by instituting a new policy that denies Premise Technicians the right to schedule days off on the basis of seniority. The Union demands as a remedy that the Company rescind the new policy and make all affected employees whole for all losses.

**Group grievance – company instituted new practice violating contract for all bargaining unit employees**

The Union hereby requests a meeting at the first step of the contractual grievance procedure over the following grievance:

On or about November 10, 202X, the Company violated the rights of the bargaining unit by instituting Practice No. 123, which threatens and jeopardizes employees' seniority rights and promotion rights in violation of Articles XII and XIII of the 2017 Departmental Agreement, and all other applicable provisions of the Agreement, by claiming for the Company a right to deny the application of seniority in promotions on the basis of attendance points. The Union demands as a remedy that the Company rescind Practice No. 123 and restore the application of seniority in promotions without regard to attendance points.

**Joint grievance – discipline of more than one employee for same or similar conduct**

The Union hereby requests a meeting at the first step of the contractual grievance procedure over the following grievance:

On or about August 1, 202X, the Company terminated John Doe and Sally Roe without just cause for engaging in the same or similar conduct. The Union demands as a remedy that John Doe and Sally Roe be reinstated and made whole, including but not limited to back pay for the average overtime worked in their work group during their time off the payroll.

**Group grievance – new company evaluation method**

The Union hereby requests a meeting at the first step of the contractual grievance procedure over the following grievance:

On or about March 15, 202X, the Company violated the rights of John Doe and all other similarly situated employees under Article XII, Seniority, of the 2017 Departmental Agreement, and all other applicable provisions of the Agreement, by imposing on John Doe and all other similarly situated employees a new performance measurement system known as CRIFT, which jeopardizes employees' seniority and job security by lowering employees' performance appraisal ratings on the basis of unreasonable application of customer feedback that has nothing to do with employee performance. The Union demands as a remedy that the Company cease and desist from imposing CRIFT on John Doe and all other similarly situated employees, and make John Doe and all other similarly situated employees whole for any losses.

### **Grievance over violation of Settlement Agreement (AT&T Southwest)**

The Union hereby requests a meeting at the first step of the contractual grievance procedure over the following grievance:

The Union charges the Company with violating Section 7.B.3 of the 2017 Settlement Agreement as incorporated into Appendix B of the 2017 Departmental Agreement, and any other applicable provisions of the Agreement, by its action of 07/19/202X in denying Jane Doe her right to choose to convert to the Leveraged Service Representative title and associated compensation plan and as a result wrongfully work-completing her. The Union demands as a remedy that the Company reinstate Jane Doe to the title of Leveraged Service Representative and make her whole, including back pay for the average incentive pay received by employees in the applicable work group during her time off the payroll.

### **Grievance deferred from NLRB – disciplinary action**

The Union hereby requests a meeting at the first step of the contractual grievance procedure over the following grievance:

This grievance is filed pursuant to the order of the NLRB deferring Charge 16-CA-98765 to the grievance-arbitration procedures. The Union charges the Company with violating Sections 8(a)(3) and 8(a)(1) of the National Labor Relations Act by discharging John Doe on or about June 15, 202X in reprisal and discrimination against him for engaging in activities in support of CWA. The Union further charges the Company with concurrently violating the 202X Departmental Agreement by discharging John Doe without just cause. The Union demands as a remedy that the Company reinstate John Doe and make him whole, including the average overtime worked by employees in his work group during his time off the payroll.

### **Appeals of grievances**

The Union hereby appeals and requests a meeting at the 2<sup>nd</sup> step of the grievance procedure over the following grievance, which the company denied at the previous step on November 2, 202X:

The Company violated the contract by imposing Phase 2 discipline on John Doe without just cause on November 1, 202X.

**Dealing with company refusal to process grievance – for example, due to company claim that grievance is untimely**

It is not necessary to file a second grievance charging the company with violating the grievance procedure article. Filing such a second grievance will cause excessive delay in resolving the first grievance. The better course of action is to move the first grievance upward through the grievance procedure by treating the company's refusal to process the grievance as a denial.

Sample language:

The Union hereby appeals and requests a meeting at the 2<sup>nd</sup> step of the grievance procedure over the following grievance, which the company denied at the previous step on November 2, 202X by notifying the Union of its wrongful refusal to process the grievance:

On or about October 15, 202X, the company violated Article 16 of the contract by refusing to promote John Doe to the position of Advanced Technician and thus violating his seniority.

**Request for information regarding disciplinary action**

Pursuant to Sections 8(a) (5) and 8(d) of the National Labor Relations Act, the Union requests the following relevant information in connection with the following disciplinary action: the suspension and/or termination of John Doe. This is a continuing request; the company is requested to supplement its response if further responsive information develops. Please contact the undersigned with any questions.

1. The reasons for the disciplinary action.
2. Copies of all policies that the company accuses or may accuse Mr. Doe of violating.
3. Copies of all policies that the company relies on to support the disciplinary action.
4. Any notice of disciplinary action, separation proposal, and/or notice of termination.
5. All documents and records that were reviewed by all supervisors, management personnel, and labor relations or human resources staff who were involved in the recommendation, staff support, decision, or approval processes of the disciplinary action.
6. All documents and records that were relied upon in support of recommendations and decisions to impose the disciplinary action by all supervisors, management personnel, and labor relations or human resources staff that were involved in such recommendations and decisions or staff support thereof.

7. All previous disciplinary actions that the company relies upon to support the disciplinary action.
8. All management notes, records, and discussion logs involving Mr. Doe's work performance, up to the period of 3 years prior to the disciplinary action.
9. All management notes, records, and discussion logs involving Mr. Doe's conduct, up to the period of 3 years prior to the disciplinary action.
10. Mr. Doe's annual performance appraisals, up to a maximum of 10 appraisals prior to the disciplinary action.
11. A list of all bargaining unit employees in Mr. Doe's work group as of the dates of disciplinary action.
12. A list of all employees whom the company interviewed in any investigation that led to the disciplinary action.
13. A list of all persons who are not company employees who were interviewed or who provided information that the company reviewed or relied on in the decision to impose the disciplinary action.
14. All previous arbitration awards that the company reviewed or relied on in reaching the decision to impose the disciplinary action.
15. All non-company documents that the company reviewed or relied on in reaching the decision to impose the disciplinary action.
16. A list of all other employees in the same company organization, to the third level of management, as Mr. Doe who have been disciplined, including suspension and/or discharge, for the same or similar reasons within the past three (3) years.

**Request for information relating to contract violation grievance**

Pursuant to Sections 8(a) (5) and 8(d) of the National Labor Relations Act, the Union requests the following relevant information in connection with the following pending grievance: \_\_\_\_\_.

This is a continuing request; the company is requested to supplement its response if further responsive information develops. Please contact the undersigned with any questions.

1. The reasons for the company decision or action complained of in the grievance.
2. All company policies that the company contends support the decision or action complained of in the grievance.
3. All documents and records that were reviewed by all supervisors, management personnel, and labor relations or human resources staff who were involved in recommending or making the company decision or action complained of in the grievance.

4. All documents and records that were relied upon by all supervisors, management personnel, and labor relations or human resources staff involved in recommending or making the company decision or action complained of in the grievance.
5. Specification of all collective bargaining agreement terms that the company relied on in reaching the company decision or action complained of in the grievance.
6. Specification of any and all bargaining history that the company relied on in reaching the company decision or action complained of in the grievance.
7. Any and all bargaining history records that the company relied on in reaching the company decision or action complained of in the grievance.
8. Any and all prior arbitration awards that the company relied on in reaching the company decision or action complained of in the grievance.
9. Specification of any and all past practices relied upon by the company in reaching the company decision or action complained of in the grievance.
10. Any and all documents and records of past practices relied upon by the company in reaching the company decision or action complained of in the grievance.
11. Any and all employee performance evaluations or performance records relating to the company decision or action complained of in the grievance.
12. Any and all employee training records relating to the company decision or action complained of in the grievance.
13. If the company contends that the grievance is not grievable or not arbitrable, specification of all the reasons for such contention.

**Request for information relating to appeal of discipline grievance to the next step of the grievance procedure**

Pursuant to Sections 8(a) (5) and 8(d) of the National Labor Relations Act, the Union requests the following relevant information in connection with the appeal to the next step of the grievance procedure of the following disciplinary action: suspension and/or termination of John Doe.

This is a continuing request; the company is requested to supplement its response if further responsive information develops. Please contact the undersigned with any questions.

1. The reasons for the denial of the grievance at the previous step of the grievance procedure.
2. Copies of all policies that the company relies on to support the denial of the grievance at the previous step of the grievance procedure, if not previously provided.

3. All documents and records that were reviewed by all supervisors, management personnel, and labor relations or human resources staff who were involved in reaching the decision to deny the grievance at the previous step of the grievance procedure, if not previously provided.
4. All documents and records that were relied upon by all supervisors, management personnel, and labor relations or human resources staff that were involved in reaching the decision to deny the grievance at the previous step of the grievance procedure, if not previously provided.
5. A list of all employees whom the company interviewed in reaching the decision to deny the grievance at the previous step of the grievance procedure, if not previously provided.
6. A list of all persons who are not company employees who were interviewed or who provided information that the company reviewed or relied on in reaching the decision to deny the grievance at the previous step of the grievance procedure, if not previously provided.
7. All previous arbitration awards that the company reviewed or relied on in reaching the decision to deny the grievance at the previous step of the grievance procedure, if not previously provided.
8. All non-company documents that the company reviewed or relied on in reaching the decision to deny the grievance at the previous step of the grievance procedure, if not previously provided.
9. All other information that the company relied on in reaching the decision to deny the grievance at the previous step of the grievance procedure, if not previously provided.
10. If the company contends that the grievance is not grievable or not arbitrable, specification of all the reasons for such contention.

**Request for information relating to appeal of contract violation grievance to next step of the grievance procedure**

Pursuant to Sections 8(a) (5) and 8(d) of the National Labor Relations Act, the Union requests the following relevant information in connection with the Union's appeal to the next step of the grievance procedure of the following grievance:

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This is a continuing request; the company is requested to supplement its response if further responsive information develops. Please contact the undersigned with any questions.

1. The reasons for the company's denial of the grievance at the previous step of the grievance procedure.



2. All company policies that the company contends support its denial of the grievance at the previous step of the grievance procedure, if not previously provided.
3. All documents and records that were reviewed by all supervisors, management personnel, and labor relations or human resources staff who were involved in recommending or making the decision to deny the grievance at the previous step of the grievance procedure, if not previously provided.
4. All documents and records that were relied upon by all supervisors, management personnel, and labor relations or human resources staff involved in recommending or making the decision to deny the grievance at the previous step of the grievance procedure, if not previously provided.
5. Specification of all collective bargaining agreement terms that the company relied on in reaching the decision to deny the grievance at the previous step of the grievance procedure, if not previously provided.
6. Specification of any and all bargaining history that the company relied on in reaching the decision to deny the grievance at the previous step of the grievance procedure, if not previously provided.
7. Any and all bargaining history records that the company relied on in reaching the decision to deny the grievance at the previous step of the grievance procedure, if not previously provided.
8. Any and all prior arbitration awards that the company relied on in reaching the decision to deny the grievance at the previous step of the grievance procedure, if not previously provided.
9. Specification of any and all past practices relied upon by the company in reaching the decision to deny the grievance at the previous step of the grievance procedure, if not previously provided.
10. Any and all documents and records of past practices relied upon by the company in reaching the decision to deny the grievance at the previous step of the grievance procedure, if not previously provided.
11. Any and all employee performance evaluations or performance records relied upon by the company in reaching the decision to deny the grievance at the previous step of the grievance procedure, if not previously provided.
12. Any and all employee training records relied upon by the company in reaching the decision to deny the grievance at the previous step of the grievance procedure, if not previously provided.
13. All other information that the company relied on in reaching the decision to deny the grievance at the previous step of the grievance procedure, if not previously provided.
14. If the company contends that the grievance is not grievable or not arbitrable, specification of all the reasons for such contention.

**Request for information for policing the contract  
and investigating a potential grievance**

Pursuant to Sections 8(a) (5) and 8(d) of the National Labor Relations Act, the Union requests the following relevant information for policing the contract and investigating a potential grievance.