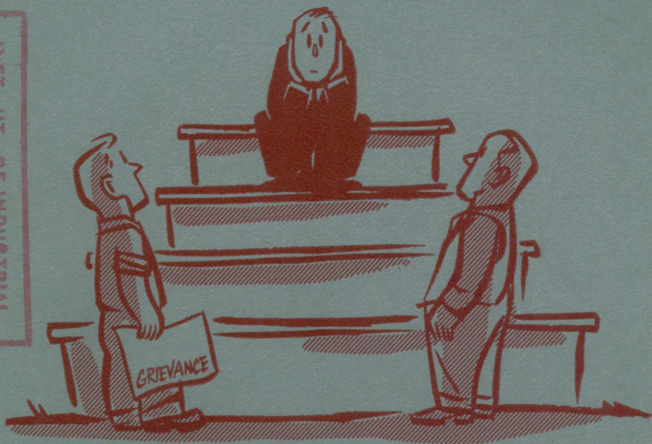


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Making Grievance Procedures Work

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By ABBOTT KAPLAN

(Popular Pamphlet)

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INDUSTRIAL RELATIONS

Making Grievance Procedures Work

MAKING GRIEVANCE PROCEDURES WORK

The Southern California Experience

By

ABBOTT KAPLAN

Edited by Irving Bernstein

Illustrations by Bernard Seaman



INSTITUTE OF INDUSTRIAL RELATIONS

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Foreword

THE INSTITUTE OF INDUSTRIAL RELATIONS of the University of California was created by the California Legislature for the purpose, among others, of conducting research in industrial relations. Governor Earl Warren in his "Annual Message to the Legislature" of January 3, 1949, declared that the Institute

can be made a . . . practical means of bringing about better understanding in the field of industrial relations in California. . . . We should now make increasingly practical use of the information that has been developed by the Institute concerning the technique of collective bargaining.

Pamphlets like this one seek to achieve this objective: to reach out to labor organizations, management, government officials, schools and universities, and the general public with the results of research in industrial relations. The Institute's first pamphlet, *Collective Bargaining*, by Edgar L. Warren and Irving Bernstein, is receiving general distribution with these groups.

Grievance procedure, often described as the heart of the labor agreement, is the key mechanism of contract administration on a day-to-day basis. If bargaining is to work effectively, therefore, the grievance machinery must be well drawn, properly used, and thoroughly understood. In *Making Grievance Procedures Work* Dr.

Kaplan offers a guide to these problems. It is based upon an analysis of procedures contained in one hundred contracts in Southern California, selected to obtain a cross section by industry, size of firm, and union affiliation. In addition, a written questionnaire and personal interviews with the parties provided information on how the procedures work in practice.

This pamphlet assumes the acceptance of collective bargaining. Although grievance procedure may exist in its absence, the great majority of current provisions spring from union-management agreements. "Collective bargaining," Sumner H. Slichter has observed, "is a method of introducing civil rights into industry, that is, of requiring that management be conducted by rule rather than by arbitrary decision. In this . . . collective bargaining becomes a method of building up a system of industrial jurisprudence." The effective working of such a system is the subject of this pamphlet.

A number of companies and unions in Southern California generously supplied materials for the study. Miss Eleanor M. Webber assisted in assembling the data and Mrs. Anne P. Cook with editing the manuscript. The viewpoint expressed is that of the author and may not necessarily be that of the Institute.

CLARK KERR, *Director*
Northern Division

EDGAR L. WARREN, *Director*
Southern Division

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I. The Need for Grievance Procedure

1. CONTRACT NEGOTIATION AND ADMINISTRATION

STRIKES ARE DRAMATIC and attract public attention. The great majority of work stoppages occur in the negotiation of labor agreements. Many people, therefore, reach the erroneous conclusion that collective bargaining takes place once a year when contracts expire.

The mere signing of the labor-management agreement, however, is not the end of the bargaining process. Actually it is the beginning. The contract provides only a skeleton of rules under which the parties live. They must then give body to it in order to cover the multitude of daily adjustments required in the longer period of time between negotiations. The machinery for administering the agreement is grievance procedure.

The time spent in grievance handling reveals its importance in collective bargaining. The United Steelworkers, for example, estimate, "Nearly eighty per cent of a union's time is spent on grievances!" Negotiations, local meetings, conventions, elections, and all the organization's other activities consume only 20 percent.

2. THE PURPOSES OF GRIEVANCE PROCEDURE

There are several purposes served by grievance procedure. The first is to provide a peaceful way of handling disputes. In most contracts the union agrees not to strike during the term of the agreement. In return the employer offers to submit grievances to final determination through the procedure. In other words, an orderly process replaces the picket line.

A second purpose of the procedure is to administer the agreement. Disputes often arise over the meaning of contract language, and grievance procedure is the machinery for its interpretation and application in particular cases. Here the procedure puts the agreement into effect in much the same manner that a government agency administers a statute for which it is responsible. Sometimes, however, grievances arise that are not covered by the contract. In some labor-management relationships the procedure is used to dispose of these cases as well.

A third objective is to give the employee an opportunity to voice his "beef." In the absence of a procedure he may fear or be otherwise unwilling to express discontent. It provides a means of challenging the arbitrary acts of supervisors, thus subjecting decisions by one side alone to joint control. A worker with a well-founded grievance can usually expect satisfaction.

A fourth is to improve the efficiency of the firm. Most employers now accept the view that a contented worker has a higher output than an unhappy one. Grievance procedure can uncover sources of friction before they spread and impair production. Management, particularly in large concerns, profits as well since the machinery provides top executives with a check on the effectiveness of the lower ranks of supervision. In addition, the employer may occasionally file a grievance himself to require the union to abide by the contract.

A final purpose is to promote harmonious relations between labor and management. Grievance procedure, by requiring both parties to work together in settling small disputes, gives them valuable experience to apply to contract negotiations. In this respect grievance procedure contributes to more mature collective bargaining.

3. APPROACHES TO GRIEVANCE PROCEDURE

There are two basic approaches to grievance procedure: a legalistic as contrasted with a bargaining attitude. Supporters of one often strongly oppose the other and much ink has been spilled in their controversies.

a. *Legalistic.* Those who favor a legalistic approach attach great weight to the contract. Its language, they feel, incorporates the total area of agreement between union and company. In this light no other matters may be considered. The function of grievance procedure then

becomes the enforcement of the contract, the requirement that both sides live up to the letter of its terms.

This attitude is common where collective bargaining is of recent origin and the parties still deal with each other at arm's length. Relatively more employers than unions take this position. The employer is often anxious



to narrow the union's authority to matters specifically covered by the agreement. He fears that the union may use the procedure to change or add to the contract and often insists on language to prevent this eventuality. It is worth noting, however, that some unions share the legalistic view.

b. *Bargaining*. By contrast, those who take the bargaining approach regard the written agreement as only a partial solution to day-to-day collective bargaining. They argue that rigid contract enforcement fails to meet many issues and even provokes conflict. The collective

labor agreement, as Harry Shulman has pointed out, is more than a contract; "it is also in the nature of a political platform and a code of ethics." That is why it is not "worth the paper it is written on unless both parties mean to live by it in good faith." Contract writers are not prophets: disagreements inevitably arise over the meaning of provisions; sometimes language is deliberately vague to avoid disputes; and finally, questions often come up that no one even thought about during negotiations.

Those who take this position propose a "human relations" approach. In other words, they prefer a satisfactory human adjustment in the plant to a narrow respect for the printed word. This attitude is found in established—"mature"—collective relationships. In the needle trades, for example, bargaining is sometimes conducted with only rare reference to the contract.

Viewed in this light, grievance procedure performs the significant function of helping the worker adjust to his job. Dissatisfactions entirely unrelated to the agreement come into the open. These may include personality difficulties as well as anxieties originating outside the plant that affect work performance. The fancied grievance is as real to the worker as the "legitimate" one. Shrugging it away does not cope with the source of discontent.

Some may protest that management's job is production and that it has neither time nor competence to play wet

nurse to the disgruntled employee. The weakness of this reasoning is that production does not depend upon machines alone but on human effort as well. If the worker has difficulty on the job, whatever the reason, production may suffer. Hence management's interest is to eliminate the discontent. So viewed, grievance procedure becomes a creative instrument for promoting adjustment in the plant.

II. What Should the Grievance Procedure Contain?

THE STUDY of one hundred Southern California contracts shows that, while differences of opinion exist as to specific provisions of the grievance machinery, there is fairly general agreement on the essential elements to be included. Most grievance procedures cover the following:

- 1) Definition of a grievance
- 2) Steps in the procedure
 - a) Participation of the employee
 - b) Union-management representation
 - c) Written form
 - d) Time limits
- 3) Arbitration
- 4) Paying the cost

1. WHAT IS A GRIEVANCE?

About half of the one hundred contracts studied define a grievance somewhat as follows: a dispute or difference arising between the company and its employee or employees regarding the meaning, interpretation or application of the agreement.

In the remaining contracts there is wide variation with regard to the definition of a grievance. Twenty-four carefully specify types of grievances allowed or disallowed; and here again there is no unanimity, some contracts disallowing some of the very matters that others specifically include. Among matters allowed are: questions of hours, wages, classification, demotions, and military service. Matters disallowed include: broad problems of interpretation and law affecting large numbers, production standards, rights of management except where discrimination is charged, wages, hours and working conditions (except in individual cases), discharge, job classification, jurisdictional disputes, and appeal following disciplinary action.

At the other extreme, broad latitude is permitted: four contracts specifically include as subject to their grievance procedure disputes over matters not covered by the agreement. In addition, one fourth of the contracts fail to define the term in any way, merely stating that grievances are to be handled through the procedure; the only apparent limitation is the customary provision prohibiting an arbitrator from altering the contract terms.

The study reveals that the definition of a grievance reflects the attitude toward the procedure—whether legalistic or bargaining. Like the approach, the definition tends to be broad where collective bargaining is well established, and narrow where bargaining is more recent and complete confidence is lacking. Experience usually

shows that the exclusion of large areas of complaint hinders the achievement of harmonious employer-employee relations. If a grievance is ruled out merely because it is not subject to the procedure as defined, the difficulty does not thereby cease to exist. On the contrary, it may snowball and become a source of increasing discontent.



As B. M. Selekmán has said:

When is a grievance not a grievance? Now, of course, the answer to that question is really quite unequivocal. . . . It is simply, "never." A grievance is never "not a grievance." Or to put it positively, a grievance, whatever its objective validity, is always a grievance in its more important connotations for smooth operation and efficient production.

It should be emphasized that grievance procedure must not be used to change or circumvent the terms of the agreement. It is becoming increasingly apparent, however, that serious limitation upon the types of griev-

ances which may be processed may tend to prevent the investigation and settlement of many complaints which can develop into major sources of conflict.

2. STEPS IN THE PROCEDURE

Generally speaking, the grievance machinery is a procedure whereby an employee grievance is presented to management through a succession of steps. The reason for having a number of steps is to provide a method of appeal to higher authority from the decision of a lower supervisory official. It follows that the intermediate steps should not be merely a transmission belt for passing grievances along to top management. The machinery will become useless red tape unless the representatives at each step have adequate authority either to uphold or reverse decisions made at the previous level.

Grievance procedures in the Southern California contracts studied contain from one to six steps before arbitration, more than half the contracts (56) providing for either two or three steps. The number of steps appears to hinge on the size and organizational structure of the company and to coincide with the different levels of supervision. Small companies tend to have simpler procedures and fewer steps than large firms, particularly those in the mass-production industries. Five and six step procedures occur mainly in multiplant companies.

In a three step procedure, the usual representation is as shown in the following table.

	UNION	MANAGEMENT
Step One . . .	Employee, or Employee and Stew- ard, or Steward	Foreman, or Immediate Supervisor
Step Two . . .	Grievance or Shop Committee (three to five members)	Plant Superintendent, or Manager
Step Three . .	Shop Committee, or Union officials, or Both, or	Company Officials, or
	Joint Committee composed of an equal number of representatives from each side	

The study reveals that, where good relations exist, a large percentage of grievances, often in excess of 60 per cent, is settled at the first step. Many management and union representatives agree, moreover, that a large number of petty complaints are settled orally without any formal record being kept. The proper handling of grievances at this step, therefore, is obviously very important. Well-trained foremen and shop stewards are in a position to settle disputes before they become sources of increasing conflict. Normally, disputes appealed to higher authority are more serious problems, often involving matters of broad interpretation and policy. When poorly handled at the first step, however, even petty grievances may assume exaggerated importance and the problem of face saving for both the company and the union may overshadow the original cause of disagreement.

a. *Participation of the employee.* The first step normally provides for the presentation of a complaint to the foreman by an aggrieved employee or by the union steward or by the employee accompanied by the steward. In fifty-seven of the contracts examined, the union representative is to present the grievance; the employee is not mentioned. In forty-three agreements the employee is specifically involved, either by presenting the grievance alone or with the shop steward or by choosing to have the steward present it for him. Participation of the employee is less frequent at the second step and comparatively rare beyond that step: only fourteen contracts mention the employee as being involved or present at later steps. While unions and management disagree on employee participation at the first step, they are generally in accord that the union should handle the matter thereafter.

Granted the employee may participate, there is a difference of opinion as to whether or not he should present his grievance directly to the foreman unaccompanied by his shop steward. Unions contend that the steward's presence may prevent the foreman from convincing the employee that his grievance is not a valid one, since the union representative is likely to be better informed on employee rights and the provisions of the contract. Management, on the other hand, has tended to prefer direct worker-foreman contact, feeling that satisfactory adjustments are more readily achieved when the discussion is

informal and does not involve the presence of a third party.

Participation by the steward is often desirable from the point of view of building good relations, particularly if the union is suspicious of the employer's good faith. When the union is not fearful of losing its standing, direct presentation of a grievance to the foreman will not arouse animosity. In this case, however, it is advisable to notify the union of any action taken.

b. *Union-management representation.* While union and management representatives at the first step are usually the steward and the foreman, at the succeeding steps there are many variations. Generally, however, union representatives at the middle steps consist of shop grievance committees or local union officials or business agents outside the shop. The management representatives tend to be the plant superintendent or members of the labor relations department. At the final step prior to arbitration the union spokesman is often one of its international representatives and the management spokesman a top plant or company official.

Thirty-six of the agreements provide for joint committees, composed of an equal number of union and management representatives, to handle grievances, usually at the last step. Twenty contracts specify that the joint committee is to meet on call, while eleven provide for regular scheduled meetings. In addition to the thirty-six joint committees, thirteen contracts call for scheduled

meetings of the union shop or grievance committee with company representatives to discuss existing or potential grievances, sometimes as often as once a week.

Duplication of personnel is a disadvantage frequently found in multistep procedures. Steps which provide no higher authority might just as well be eliminated. As previously indicated, the grievance machinery is an appeals procedure. To function effectively an adequate increase in authority should accompany each successive step.

c. *Written form.* Fifty-seven of the one hundred agreements require that a grievance be put in writing at some stage of the procedure, usually at the second step. In addition, in some instances where the agreement does not require that the grievance be written such actually is the case in practice.

The grievance form that appears on pages 16 and 17 is taken from the automotive industry and is typical. The procedure here has three steps; note that each provides for a higher level of supervision. The form is made out in triplicate: one copy for management, one for the committeeman, and one for the shop committee chairman. The nature of the grievance and the action taken by supervision are spelled out carefully.

The use of the written form insures that: (1) the facts are established and possibility of disagreement over them reduced; (2) an employee cannot change his story; (3) conflicting decisions for identical or similar grievances

are less likely to be rendered; (4) settlements become a matter of open record, allaying suspicion of favoritism; (5) responsibility for decisions is fixed.

Although some companies prefer to have the grievance submitted in writing at the first step, there is much to be said for waiting until the second step. The first step should provide an opportunity for informal discussion with the steward and foreman and for an initial airing of a complaint regardless of how invalid it may prove to be. The real feeling and discontent underlying a grievance cannot be summarized in the brief statement which the typical form requires. Once the aggrieved worker has received a sympathetic hearing, the grievance can often be disposed of promptly. If not, and the steward judges it to be a valid complaint, it can then be reduced to writing for presentation at the second step.

d. *Time limits.* The prompt settlement of grievances is fundamental to good relations. When unnecessary delays occur, grievances are often magnified and suspicion of bad faith may develop. Effect on morale is bad if employees feel that a quick and sincere attempt to adjust their complaints is not being made.

For this reason many contracts—forty-three of those examined—set time limits for the periods in which a grievance must be answered by the company at the various steps. Less frequently—in about 25 percent of the contracts—limitations are also placed upon the time in which a grievance may be filed after the incident and upon

EMPLOYEE GRIEVANCE**B 354052**Dept. Assembly Date 5/4/50 Time 10:15 ~~PM~~ ^{AM}

Nature of Grievance I am doing the same work
and quantity as others in my department and
ask for as much pay as they get. I have been
employed longer than some of them. Yet they
get the top rate, 10¢ per hour more than I
get. The company should raise my rate by
10¢ per hour.

Signed Vince Harrison Clock No. 264Committeeman Mike SamsonReported to Sam Riffle Foreman

Disposition by Foreman _____

Grievance denied. Harrison requires
too much supervision and spends too much
time walking around to deserve top rate in
his rate range.

Date 5/5/50 Sam Riffle Foreman

Grievance Satisfactorily Settled	Referred to Second step
----------------------------------	-----------------------------------

Disposition by _____

Uphold foreman for same reasons.

Date 5/15/50

Harvey Michaels
Superintendent

Grievance Satisfactorily Settled

Referred to Management-
Shop Committee Meeting

Disposition by Management _____

Agreed to give Harrison 5¢ now on basis
of improvement since he was hired. Also
agreed to review his rate in 90 days to see
whether improvement continued and deserves
top rate.

Date 5/21/50

Signed

Charles Hanson
Vice-President

Grievance Satisfactorily Settled

Yes

Appealed

the period in which they may be appealed to the next step. The range is wide: from one to sixty days after the incident occurred; from one to fourteen days for answer at the first step; from one to thirty days at the second and third steps; from one to fifteen days at the fourth step; from three to thirty days for appeal to the next step.

Although grievances are often settled quickly without prescribed time limits, such limits are desirable as an added insurance of prompt action. On the other hand, there should also be some provision for flexibility. Sometimes delays are unavoidable. This problem can be met by a clause stating that time limits as specified are subject to adjustment by mutual agreement of management and the union.



3. ARBITRATION

In spite of good relations, grievances sometimes reach the last stage of the procedure without successful adjustment. Honest differences of opinion as to interpretation of the agreement or even as to the facts of the case may prevent a mutually acceptable settlement. To meet such contingencies the great majority of contracts today—ninety-three out of the one hundred Southern California agreements studied—provide for the settlement of un-

adjusted grievances by arbitration. In other words, the parties ask an impartial person or a board of arbitration to decide the case for them, with the understanding that the decision will be final and binding. The arbitrator, however, is usually specifically prohibited from modifying or amending the contract.



Of the ninety-three, fifty-six require arbitration boards, thirty-three provide for a single arbitrator, and four allow a choice. Of the first group, two thirds specify a three-man board with an impartial chairman, while one third call for a five-man board, union and management each having two representatives and selecting a fifth neutral person.

Basic to the arbitration process is the selection of an arbitrator by mutual agreement. Inasmuch as the parties agree in advance to abide by his decision, they must have confidence in his ability and impartiality. Sometimes they cannot agree on an arbitrator acceptable to both of them. In this case, many contracts provide for an outside neutral agency or person, such as the Federal Mediation and Conciliation Service, the American Arbitration Association, or a government official, to submit a panel of names from which the arbitrator is selected by elimination. To avoid delay, some contracts set a time limit in which the

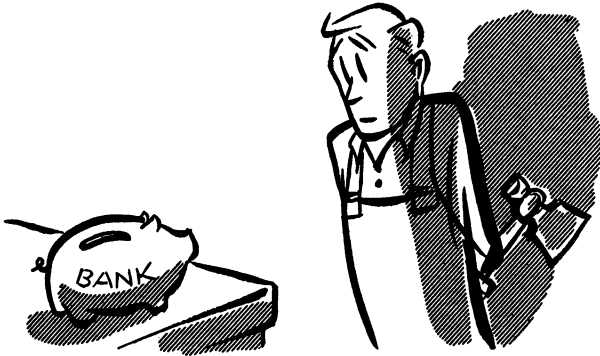
parties must agree on the arbitrator; failing agreement, they must seek the aid of an outside agency.

Most contracts provide for the selection of an arbitrator for each individual case—an *ad hoc* arbitrator. In some industries, however, the parties have chosen a permanent umpire or impartial chairman to decide all cases arising under the contract. This arrangement is found in six of the one hundred Southern California agreements. In one instance a cross between the two is effected by setting up a permanent panel from which an arbitrator is jointly selected for a particular case.

The practice of designating the same person to handle all cases is growing. The proponents of this method cite a number of advantages. The permanent arbitrator has a greater opportunity to become acquainted with the parties, their contract, and the problems and practices in the company or industry. This may make for quicker decisions and the reduction of conflicting decisions for comparable grievances, and may give the arbitrator an opportunity to build better relations in the industry. In addition, no time is lost in the selection of an arbitrator nor bad feelings aroused by disagreement.

In addition to the customary provision forbidding the arbitrator or board to change the agreement in any way, a few contracts specifically limit the scope of arbitration to matters involving the interpretation and application of the agreement and claims of its violation. Several contracts disallow the changing or establishing of wage

scales or the setting of production standards; while others specifically allow matters of classification and claims of discrimination because of union membership or discrimination by the company in the exercise of its rights.



4. PAYING THE COST

Use of grievance procedure raises the question of who shall pay the employee union representative for time spent in the adjustment of grievances. Management has argued that the union should pay the employee who represents it in an official capacity. Some unions, too, have preferred to pay their in-plant representatives, in order to avoid company influence. Increasingly, however, the principle of company pay for grievance work has gained general acceptance among employers and unions. As noted above, the elimination of complaints contributes to plant morale and efficiency. It is therefore

a responsibility of management and a growing number of employers so regard it.

Thus, seventy-nine of the one hundred Southern California contracts permit the adjustment of grievances by union shop representatives on company time at their regular rates of pay. Some companies, however, limit the amount of time which may be spent on such work, or establish checks to prevent misuse of the time. In contrast, six specify that all or parts of the procedure are to be conducted outside of working hours; and in fifteen cases a business agent (nonemployee) handles grievances.

The cost of arbitration is normally shared equally by the company and the union: ninety of the ninety-three contracts with arbitration provisions specify this arrangement. Some unions, particularly small locals, and some companies consider this cost burdensome. It is generally conceded, however, that the benefits to industrial peace far outweigh the expense. In the last analysis the loss in wages and profits resulting from strikes or lockouts over unsettled disputes is far greater than the cost of arbitration.

5. SPECIAL PROCEDURES

Theoretically grievance procedure provides machinery for processing complaints by either labor or management. In practice, however, most grievances processed through each step are initiated by the union. Generally, when management has a grievance it is presented directly to

the union officials; failing settlement, it goes to arbitration. Nine contracts specifically provide that a management complaint is to be presented either to local union officials or, in the case of longer procedures, at step four of the regular grievance machinery.

Some disputes involve questions of general interpretation of the agreement or issues affecting management or union policies which can only be settled by higher officials. Seven contracts specify that such disputes are to be initiated at higher levels of the grievance procedure or to be taken up directly by the highest local officials responsible for the implementation of the contract.

Because discharge, demotion, and layoff cases are particularly likely to arouse bitter feelings, special procedures are sometimes provided for speeding up their handling. These occur in ten of the Southern California contracts. Time limits may be shortened, the grievance initiated at the second step, or a permanent panel may be set up to act as an arbitration board just for discharge cases.

III. Making the Procedure Work Successfully

GOOD GRIEVANCE PROCEDURE can make an important contribution to the establishment of good labor relations. Conversely, an ill-devised or unwieldy mechanism can itself become a source of friction or, worse still, can magnify the original complaint. Even more important than the machinery, however, is the attitude of the parties. The best grievance procedure that can be devised will not function effectively if mutual confidence between the parties is lacking. It can operate smoothly only when both parties act in good faith and are sincerely interested in settling disputes.

I. HOW WELL DO EXISTING PROCEDURES FUNCTION?

a. *Management views.* Seventy-eight of the one hundred companies whose collective bargaining contracts were examined replied to questionnaires concerning the functioning of the procedure. The average percentage of grievances settled at the first step is 60 percent, the range being from 38 percent to as high as 98 percent. The average percentage of grievances settled at the second step is 36 percent. Thus, according to management, 96 percent

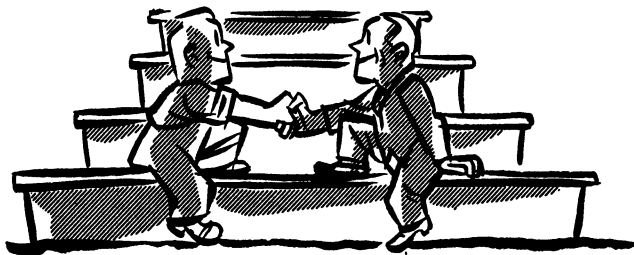
of all grievances are generally settled before the third step. Fifty-one companies report that not a single grievance went to arbitration during the preceding year; fifteen indicate that one or two cases reached arbitration, while the rest give varying percentages, with a maximum of 6 percent.

Sixty-six companies report that the existing grievance machinery is functioning satisfactorily. Twelve express such criticisms as: "The procedure is too much under the control of the union." "Agreement lacks arbitration provision." "Grievances are not clearly defined." "Procedure is poor because the complaint is referred directly to the foreman instead of through the shop steward."

On the question as to whether or not grievance procedure should be precise, detailed and adhered to rigidly, approximately 75 percent of the seventy-eight replying companies voted in the affirmative. About one fifth of these, however, qualify their replies: "There should be some leeway and allowance for judgment in individual cases." "Time limits must occasionally be waived." "While the procedure should be clear and precise and conscientiously followed by both parties it must always be remembered that the primary objective is not adherence to a mechanical procedure but the achievement of good relations."

b. *Union views.* Sixty-nine unions out of one hundred replied to the questionnaire. The average percentage of grievances settled at the first step is 68 percent, with a

range from 40 percent to 100 percent. The average percentage settled at the second step is 30 percent. According to the unions, then, in the average situation 98 percent of grievance cases are settled before the third step, a figure closely approximating the management report of 96 percent. Forty-eight unions state that no grievance



went to arbitration during the preceding year; thirteen report one or two, and the remainder vary, with 10 percent the top figure.

Fifty-four unions indicate that the grievance procedure is functioning satisfactorily. Of the fifteen dissatisfied unions, four believe that the procedure should be simplified and three feel that duplication of management personnel at the different steps should be eliminated. Other criticisms are: "Arbitration not included in the machinery." "Third step is inadequate because management interprets 'technicalities' to its own advantage." "The aggrieved worker should be permitted to tell his own story at the third step."

Sixty-two percent of the reporting unions, as compared with 75 percent of the companies, feel that the machinery should be precise, detailed and adhered to rigidly. The minority view is that the procedure should not be too detailed, flexibility is desirable, and considerable allowance should be made for the "human element."

2. ROLE OF TOP MANAGEMENT AND UNION OFFICIALS

While the smooth functioning of the grievance procedure depends on all levels of authority, the attitudes and policies of top union and management officials are of paramount importance. The approach of subordinates is strongly influenced by these policies, and the establishment of good relations stems from them.

a. *Joint responsibilities.* The study reveals certain fundamentals which both labor and management might well bear in mind:

- 1) Good faith and mutual respect are prime requisites for successful functioning of the grievance procedure.
- 2) Compliance with the terms of the agreement is more readily achieved by requests and discussion than by authority or threats.
- 3) Attempts to outsmart the other side often rebound; the elimination of grounds for complaint provides a sounder policy.
- 4) Union and management representatives should be thoroughly familiar with the collective bargaining agreement.

- 5) Adequate authority at the various steps is essential.
- 6) Grievances should be handled as quickly as possible.
- 7) It is desirable to settle disputes as close to the source as possible unless broad questions of policy or of contract interpretation are involved.

b. *Management responsibilities.* With a sound cooperative basis established, management may help to maintain good relations by remembering that:

- 1) Grievances, no matter how ill-founded, require answers with facts.
- 2) Any complaint, whether or not subject to the procedure, can be regarded as a symptom of a situation which may need correction; adequate communication is necessary to inform top management of such symptoms.
- 3) It is usually advisable for management to consult with union officials before instituting new policies or changes in rules affecting employees; the chances of acceptance without complaint or friction are thereby enhanced.
- 4) Supervisory personnel should be thoroughly acquainted with the company's labor policies, since every contact with employees affects relations within the plant.

c. *Union responsibilities.* The union that demonstrates an intention to live up to the terms of the agreement is likely to achieve a good working relationship. Such a union is aware that:

- 1) The responsibilities of grievance procedure are bilateral: the union should accord management complaints the same consideration it seeks in response to its own grievances.

- 2) Factionalism within the union may undermine relations with the company: utilization of the grievance procedure for political advantage can destroy its proper functioning.
- 3) Two-way communication is needed—to inform union members of the nature of the labor-management relationship, the provisions of the agreement and the objective of the union, and to keep union leadership informed of the day-to-day operation of the agreement in the shop.
- 4) While the union's primary concern is the welfare of its members, the health of the firm in which those members are employed is a matter of mutual interest.

3. ROLE OF FOREMAN AND STEWARD

While top management and union officials negotiate the agreement and establish policies, in the day-to-day functioning of the agreement the foreman and the steward play important roles. Good labor relations depend in large part upon the job they do in interpreting the contract, settling grievances, and getting along together. They normally handle disputes at the first step, and in most plants settle the majority of grievances which arise.

To do their jobs effectively these representatives need training in how to get along with people, the terms of the agreement, and the grievance procedure. Both foreman and steward must be given the necessary prestige and authority to settle disputes and gain the confidence of the workers.

To the workers in the shop the foreman symbolizes management. Upon his behavior depends the attitude of the employee toward the company. Regardless of the terms of the agreement or the stated policies of management, the spirit in which they are carried out by the foreman in large part determines the functioning relationship of the company with the union.

In contrast to the foreman, the steward is not appointed but is elected by the workers in his shop or department. His job is of equal importance in maintaining good relations. His basic function is to see that the terms of the contract are observed and to present grievances.

a. *Responsibilities of foreman.* In addition to knowing the agreement and the grievance procedure, the good foreman assumes the following responsibilities:

- 1) He treats all workers fairly.
- 2) He respects the position of the shop steward and seeks to gain the cooperation of workers and steward by demonstrating his own willingness to cooperate.
- 3) He gives the steward an opportunity to straighten out an employee who is breaking shop rules or doing poor work.
- 4) When a grievance is presented, he strives to get the facts, to give the worker a chance to air his complaint, and to handle the matter promptly.
- 5) He gives a definite answer, with reasons, but does not make promises which cannot be fulfilled.

b. *Responsibilities of steward.* The conscientious steward not only understands the contract and grievance

procedure but also recognizes the fact that his job includes the following duties:

- 1) He makes it a point to know the men in his department.
- 2) He seeks to build up a good working relationship with the foreman and to enlist his aid in meeting problems before they become grievances.
- 3) He gives every complaint a hearing; if one is not subject to the procedure, he explains why it cannot be processed and may attempt to make an informal adjustment with the foreman.
- 4) Before presenting a grievance he gets the facts, keeping the following points in mind: who is affected, what it is about, where and when it happened, why it happened, which provision of the contract is involved, and what adjustment is requested.
- 5) He takes up a grievance promptly and makes every effort to settle it at the first step. If it goes beyond that step, he follows through, keeps the worker posted on what is happening, and informs him immediately when settlement is made.
- 6) In discussing a grievance, he keeps calm and tries to see the foreman's point of view without losing sight of the union's position.
- 7) He avoids trading off one grievance for another and does not permit grievances to become political issues.

4. TRAINING OF PERSONNEL

Obviously, the responsibilities of those engaged in grievance procedure work make careful selection of personnel essential. The study shows that unions and man-

agement generally agree that training programs also contribute materially to the effective functioning of the procedure. Three fifths of the seventy-eight reporting companies hold training courses for the management personnel responsible for its operation. In more than half



of these, training courses are held for all members of supervision; others report courses for foremen, assistant foremen and some department heads, or conferences between the labor relations manager, the plant superintendent and the foremen. One has an industrial relations training course "whereby foremen of all departments spend three months in the Industrial Relations Department observing and assisting in the work of the department." Some companies publish manuals for foremen and stewards. Of those not having formal training programs, approximately half feel that such programs might be valuable; the companies which consider them unrec-

essary tend to have fairly small units and relatively few supervisory personnel.

Forty-one of the sixty-nine unions that replied conduct training courses or conferences on the processing of grievances, while three others report occasional discussions with shop stewards. Of the forty-one, eight hold courses for all classifications of union representatives; twelve have courses for stewards; others include executive board members, committeemen and division chairmen as well as stewards.

The training program is a continuing rather than a one-shot responsibility. Experts agree on the value of having first-line representatives participate in formulating the terms of a new contract, especially those affecting day-to-day shop relationships. Once the agreement has been signed, foremen and stewards need a thorough grounding in its terms; difficult clauses should be explained and the grievance procedure carefully reviewed. Joint discussion meetings of stewards and foremen can be particularly useful in eliminating misunderstandings over meaning. Although such joint training programs exist in only a minority of cases, they tend to produce a superior grievance procedure.

Training, however, should not be limited to the terms of the agreement. Both stewards and foremen need briefing in the fundamentals of human behavior since they often confront complaints which stem from personal difficulties rather than violations of the contract. While they

cannot always help a worker solve such a problem, they can often uncover the real difficulty and refer him to the proper person or agency for help.

In addition, the foreman needs to understand the structure of the company and how it functions. He should be informed of changes in policy and shop rules and consulted in advance of such changes whenever possible. If he is to answer questions from employees and create a feeling of mutuality of interest, he must have information about the company's business and policies. For the steward, too, if he is to assume a position of leadership, knowledge of the contract alone is not enough. He should be acquainted with the history and functioning of his own union and the history and problems of the labor movement as a whole.

5. FACTORS ESSENTIAL TO SATISFACTORY FUNCTIONING

The study reveals considerable agreement between unions and management in answer to the question, "What do you believe to be the factors most essential to the satisfactory functioning of grievance procedures?" Although there is wide variation in wording, the main factors can be consolidated under the following:

	<i>Number of replies</i>	
	<i>Company</i>	<i>Union</i>
Sincere desire to bargain collectively	15	27
Mutual confidence and understanding	24	12
Prompt action in processing grievances	21	14

	<i>Number of replies</i>	
	<i>Company</i>	<i>Union</i>
Thorough knowledge of procedure.....	9	21
Fair and impartial action.....	12	9
Careful investigation of the facts.....	12	9
Strict adherence to terms of procedure.....	12	2
Trained and experienced representatives.....	9	4

The labor-management relationship is a two-way affair. It depends on the attitudes and understanding of the parties involved and the effectiveness of the machinery through which they operate. There is no "model" grievance procedure to fit every situation; it must be tailored to the specific needs of the relationship. A good grievance procedure, well-trained management and union representatives, and a determination to operate in good faith can contribute significantly to harmonious industrial relations.

IV. Suggestions for Further Reading

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