

The Following Information Needs to be provided for the Following grievances:

ACTUAL CONTRACT VIOLATION:

Statement of Occurrence by the Grievant Which Should Include the Grievant's Signature.

Grievance Forms—First and Second Step (Filled out Completely)

Minutes of the First And/or Second Step Meetings

PROMOTIONS

Statement of Occurrence by the Grievant Which Should Include the Grievant's Signature.

Copies of the Job Candidate Requisition and Ped and Relevant Evaluation for Grievant.

The List of All Candidates Considered for the Vacancy and How They Were Ranked by the Company.

Minutes of the First And/or Second Step Meetings

Grievance Forms—First and second Step (Filled out Completely)

SUSPENSIONS, DEMOTIONS, WARNINGS

Statement of Occurrence by the Grievant Which Should Include the Grievant's Signature

Personnel File Information, Copies of All Related Warnings and All Prior Suspensions, Evaluation at time of suspension and prior year evaluation.

Statement from witness, if relevant

If Disparate Treatment Is Cited, Names of Other Employees and Incidents.

Minutes of the First And/or Second Step Meetings

Grievance Forms—First and Second Step (Filled out Completely)

TERMINATIONS

Statement of Occurrence by the Grievant Which Should Include the Grievant's Signature

Entire Personnel file

Statement from witness, If relevant

If Disparate Treatment Is Cited, Names of Other Employees and Incidents.

Minutes of the First And/or Second Step Meetings

Grievance Forms—First and Second Step (Filled out Completely)

EVALUATIONS

Statement of Occurrence by the Grievant Which Should Include the Grievant's Signature

Grievance Forms—First and Second Step (Filled out Completely)

Minutes of the First And/or Second Step Meetings

Current Evaluation, Past Evaluation and Relevant Information in Determining Evaluation

TO: CWA DISTRICT 2 LOCAL PRESIDENTS

SUBJECT: Questions to be asked in Contracting-Out Grievances

Fellow Officers:

Listed below are questions that should be asked in Contracting-Out Grievances:

Type of work to be done by contract employees.

Number of contract employees to do certain types of work.

Location, or locations, where these contract employees have reported, or will report, and location, or locations, where they have been, or will be assigned to work.

Title, or titles, of Company employees who are presently performing, or have previously performed, the work being performed, or to be performed, by these contract employees.

Number of Company employees by title who were performing this same work before the arrival of these contract employees.

Location, or locations, where contract employees replaced Company employees in performing certain duties (identify duties).

Number of Company employees replaced by contract employees (identify by locations).

Assignments given, or to be given, to company employees, who have been, or will be, replaced by contract employees (identify by location(s)).

Date contract employees reported, or will report, to their assignments with employer.

Name of Company supplying these contract employees.

Copy of contract.

Date contract was executed.

Duration of contract, and conditions by which it can be terminated.

Analysis of labor costs as to use of Company employees compared to contract employees in performing the job functions in question.

Total cumulative number of contract employees now performing these same job functions in this same location, or these same locations, in the Director's area, in the General Manager's area and in the Company.

Total cumulative number of Company employees, by title, now performing these same job functions in this same location, or these same locations, in the Director's area, in the General Manager's area and in the company.

We need to receive as much information as possible from the Company. Please share these questions with any member who will be filing a grievance on Contracting-Out and thank you in advance for your help.

"JUST CAUSE"

An arbitrator recently established some guide lines to determine whether an employer's disciplinary action against an employee was for "just cause". He noted that collective bargaining contracts rarely define the term "just cause". But that after thousands of arbitration cases a "common law" had developed. The guide lines he used were in the form of seven questions.

1. Did the worker receive fair warning for the possible disciplinary consequences of his conduct?
2. Was the rule or order reasonably related to the orderly, efficient and safe operation of a business?
3. Did the employer, before applying discipline, make a real effort to discover whether the worker had violated or disobeyed the rule or order?
4. Was the employer's investigation conducted fairly and objectively?
5. Is the evidence that the employee is guilty substantial or is it flimsy?
6. Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?
7. Was the degree of discipline applied reasonably related to the seriousness of the employee's proven offense and the record of the employee of his services with the company?

A "no" to any one of these questions means that the employer's disciplinary decision contained an element of arbitrary, capricious, unreasonable or discriminatory action to the extent that the management action amounted to an abuse of managerial discretion. This, the arbitrator concluded, justifies an arbitrator if he substitutes his judgment for that of an employer.