

**GUIDELINES (for Union use)**  
**Grievances re: Denial of Union time**

**Issue Statement:** Did the Employer violate Contractual provisions, including but not limited to, Articles 3, 5, 15, and 17 of the Collective Bargaining Agreement; and the NLRA, by failing to provide reasonable and necessary Union time?

**FACTS TO CONSIDER: (provide evidence as necessary)**

- Is there proof the steward requested union time?
- Are the duties time was needed for identified?
- Did management give reasons for denying the time? Did they offer a reasonable alternative?
- Did the steward, being denied time, work off the clock to perform necessary duties? Is there evidence of how much time was spent, and how it was spent?
- Is there a history of this violation, making it flagrant, willful and knowing?

**ARGUMENTS/CITATIONS:**

- Remember, the union has the burden of proving the Contract was violated.
- Article 17 (.3, .4); Joint Contract Administration Manual: The steward has the right to time on the clock to perform activities related to the investigation and processing of grievances/problems.
- The NLRA, incorporated into the Contract by Article 5, assures Collective Bargaining rights, including the right to union time on the clock.

**REMEDY:** (Remember, on page 41-15 of the JCAM the parties have acknowledged that compensatory remedies are appropriate in some cases.)

(1st time) Cease and desist; Grant Union time in accordance with Contract and Law; (if appropriate) compensate the steward for all hours spent processing grievances off-the-clock; compensate each bargaining unit member with the equivalent of one pay period union dues for the flagrant violation; and/or other appropriate remedy.