

Types of Grievances

A grievance may be specifically characterized into 4 major types:

I. Disagreement over Meaning or Application

In this type of grievance the facts of the issue are not usually in dispute. Something did or did not occur. A contrary meaning is attached to a term or condition of the agreement by the union and the administration.

Ex.- days allotted for death in the family

The administration does not consider a first cousin (blood relation) family.

In these instances, the minutes from negotiations must be taken into account to determine the understanding of the negotiation members.

II. Plain Violation of the Agreement

This type of grievance may be the result of ignorance, carelessness, error, omission of an act known to be contrary to the terms of the agreement. This type is the simplest type of grievance to substantiate.

Ex. Our work day is 7.25 hours long

The administration schedules a work day that is from 7:30-3:30pm. (8 hours long)

This matter can be substantiated by gathering evidence to support the length of the day that the employee worked. The administration is not contesting the interpretation of this term of the agreement but is rather ignoring it.

III. Dispute Over the Facts

In this type of grievance there is no question as to what the agreement provides. The issue turns on whether the act which prompted administrative action occurred or did not occur.

Ex. All employees must be in their rooms 20 minutes before student start time. A written warning is given to a teacher who claims she was in the room at the designated time.

The case rests on whether or not the employee was in the room. The solution is easier if the employee can document her information. However, the administrator took the initiating action and he/she would have the burden of supporting the contention.

IV. Disagreement as the Reasonableness of Administrative Acts

In this type of grievance, the union feels the administrator exceeded his discretionary authority under the agreement.

Ex. The contract states: "Extra duty is to be assigned on a rotating basis."

The employee feels he has been assigned duty more frequently than any other teacher.

The central issue here is the seeking of equity- the application of the terms and conditions of the contract in a fair and impartial manner.