

GRIEVANCE GLOSSARY

American Arbitration Association (AAA) – A non-profit organization that will serve as an administrative agency for the arbitration process when the parties have chosen to include it in the grievance process.

Ambiguous Language – Contract language that is unclear or can reasonably be given more than one plausible interpretation. If contract language is ambiguous, an arbitrator will look to evidence outside of the contract, such as bargaining history and past practice, to determine what the parties intended the language to mean.

Arbitrability – The question of whether the grieving party has the right to have a dispute arbitrated. A question of arbitrability may be procedural (concerning whether the proper procedure was followed) or substantive (concerning whether the subject of the grievance falls under the terms of the grievance procedure).

Arbitration (binding) – A method of settling disputes of the parties to a contract by having an outside third party (arbitrator) hear the grievance and render a decision as to settlement of same.

Award – Pertains to the decision rendered by the arbitrator. His award will be in support of the contentions held by one party or the other in the dispute that was placed before him.

Burden of Proof – The responsibility of proving a case. In arbitration, the burden of proof falls on the grieving party except in discipline cases, where the burden is on the employer as the party administering the discipline.

Clear and Unambiguous Language – Contract language that can reasonably be given only one plausible interpretation when examined in the context of the contract as a whole. When an arbitrator finds language to be clear and unambiguous, no evidence of intent of the parties will normally be admitted or relied upon.

Damages – Monetary payment sought as a remedy which usually corresponds to specific losses suffered, such as back pay for lost wages. Arbitrators rarely have authority to award monetary damages for emotional harm, such as “pain and suffering.”

Duty of Fair Representation (DFR) – The obligation of a union to protect and defend the contractual rights of all members of the bargaining unit. This duty does not mandate that every grievance be processed or carried to arbitration, but it does require that decisions concerning grievances be made in a non-discriminatory manner.

Grievance – A claim made by an employee, a group of employees, or a local union against an employer which alleges a violation, misinterpretation or misapplication of any provision of the collective bargaining agreement (CBA). The CBA may narrow or broaden this definition.

Grievance Arbitration – The use of arbitration as the final step of a grievance procedure; also known as “rights arbitration.” The award that results from grievance arbitration is usually final and binding on the parties, with no right of appeal.

Grievance Chain – Written documentation of the steps of the grievance procedure from the initiation of the grievance up to and including arbitration.

Intent – A party’s understanding as to how contract language will be applied or used. Only objective expressions of intent to the other party during bargaining will be meaningful in later contract disputes.

Past Practice – A long-standing, repeated practice that is known to and accepted by the union and the employer. May give meaning to ambiguous language or provide the basis for a grievance in the absence of contract provisions.

Precedent – Prior decisions which serve as a rule to be followed in other comparable or identical situations.

Relief or Remedy – The cure or satisfaction requested to make the grievant satisfied if the grievance is sustained.

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