

GUIDE FOR GRIEVANCE RESOLUTION

WHAT TO DO IF YOU HAVE A DISPUTE OR GRIEVANCE:

If members have a workplace concern, we recommend taking the following steps:

1. Keep notes, diary records and copies of any paperwork that are relevant to the issue.
2. Contact your local Delegate or Union official if you need extra support or information. They can help you correctly fill out the grievance form, including defining the issue and your desired remedy
3. If you choose to seek a formal resolution from your employer, submit the USU Grievance Notification form (Stage 1). Ensure you keep an original, signed copy of the form for your own records.
4. **Ensure three completed copies of the grievance form are distributed for record-keeping:**
Employer: Provide one copy to your employer.
Your Records: Retain one copy for yourself.
USU Delegate: Give one copy to your local USU Delegate. If you need assistance, the Delegate will forward it to your USU Organiser.
5. If you receive no response within 5 working days, or are unsatisfied with the response, use the USU Grievance Notification form (STAGE 2) to escalate the matter to a possible dispute.
6. Once the Union receives your completed STAGE 2 form and signed Waiver form (authorising the Union to start proceedings), a Union official will contact you to discuss the grievance and your resolution options.
7. If the matter cannot be resolved at the workplace level and must go to a tribunal, the Union will assist in taking the matter further, subject to Union policies and the merits of the case.
8. **KEEP A SIGNED COPY OF YOUR STAGE 2 GRIEVANCE FORM FOR YOUR RECORDS.**

YOUR RIGHTS AND OBLIGATIONS:

Every USU Award, Agreement, and Referral Deed contains a dispute settlement procedure based on the following principles. Remember: Local workplace policy cannot override your grievance and dispute resolution rights provided under your award or registered agreement.

- Wherever reasonably possible, grievances should be resolved at the local level first.
- Employers must respond to grievances within a reasonable timeframe. Some awards, like the Local Government (State) Award, set this at five working days; however, the USU recommends initial attempts to resolve a dispute occur within two working days.
- USU members have the right to request representation by a USU Delegate or Official at any stage of the process. The USU strongly advises having a USU representative with you during all meetings with your employer regarding a grievance.
- If the relevant supervisor cannot resolve a grievance, you are entitled to have the matter referred to the head of the department or another authorised officer.
- If the matter remains unresolved, the General Manager must provide you with a written response stating the reasons for not accepting your proposed remedy.
- If the matter remains unresolved, please contact the USU, who may take it further subject to Union policies and the merits of the case.

- During the Dispute procedure the work practices existing prior to the Dispute or Grievance shall as far as practicable, proceed as normal.
- You should be clear about the outcome you are seeking.
- Both sides should be honest, fair and reasonable about the matters at issue.
- Please note that the USU will not pursue grievances regarding matters or conduct prohibited under the *Fair Work Act 2009* (Cth), subject to the application of that legislation.

STAGE 1 GRIEVANCE NOTIFICATION FORM

THREE COPIES OF THIS FORM ARE REQUIRED

1 x ORIGINAL COPY FOR YOUR RECORDS 1 x COPY FOR YOUR EMPLOYER
1 x COPY FOR THE USU ORGANISER TO BE FORWARDED TO INDUSTRIAL OFFICER

EMPLOYER DETAILS

NAME OF EMPLOYER

EMPLOYER'S ADDRESS

SUBURB

POSTCODE

NAME OF SUPERVISOR

Supervisor's Contact Number

Fax number

Date lodged with Supervisor

Delegate's Details - Only if you wish to be represented by a Delegate at this stage

NAME OF DELEGATE

I wish to bring to your attention a grievance. The Grievance relates to the matters as outlined below. I am committed to resolving the matter in accordance with the process outlined in the relevant Award, Agreement and/or referral Deed and seek a response to the matters raised within five working days.

This form can be used by USU Delegates to raise general Grievances on behalf of several or all members.

Details of the Grievance are as follows: *Please add an attachment if you require more space

The remedy I/we seek is:

Member Details:

Print Name

Address

Suburb / Town

Postcode

Home Phone

Work N°

Email

Mobile N°

Signature

Date / /

"This document does not constitute a demand for a workplace agreement under the *Fair Work Act 2009 (Cth)* and does not promote or condone conduct prohibited under that Act. You are instructed to disregard any statement or representation to the contrary contained in this correspondence."

STAGE 2 GRIEVANCE NOTIFICATION FORM

I wish to bring a Grievance to the Union's attention and seek the assistance of the Union to resolve the matters.

The Grievance relates to the matters as outlined in the STAGE 1 Grievance form attached. The result of raising the matter with the appropriate Supervisor or Manager:-

- ☐ No response was received
- ☐ The response received was inadequate
- ☐ Attempts to resolve the matter were unsuccessful.

Provide an outline of what has happened since the Dispute or Grievance was lodged:-

NB please add an attachment if you require more space

Please outline in what regard the remedy was insufficient and what you are seeking:

I authorise the USU through its representatives to contact my Employer and take whatever steps are deemed necessary to protect my interests, after consultation with me.

Signature

Date / /

USU Office Use

Date received / /

File

Received by

Response date / /

Result

PLEASE ATTACH A COPY OF THE STAGE 1 GRIEVANCE FORM, plus all correspondence and any other material that relates to the Grievance. KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

Matter:

1. By signing this document I authorise the Union to act on my behalf in relation to my Matter, including but not limited to the following:

- 1.1. negotiate with relevant third parties including my employer and/or my employer's representative;
- 1.2. review documents and/or draft correspondence;
- 1.3. file documents on my behalf; and
- 1.4. represent me in Court or Tribunal proceedings.

2. By signing this document I agree to:

- 2.1. fully co-operate with the process put in place by the Union and/or the relevant Court or Tribunal;
- 2.2. disclose to the Union all relevant information relating to my Matter and to engage with the Union honestly throughout;
- 2.3. make myself available to assist in the preparation of my Matter, including the taking of witness statements, which may occur outside of ordinary business hours;
- 2.4. make reasonable efforts to find suitable alternative employment in the event that I am dismissed from my employment;
- 2.5. continue to pay my Union fees unless I am advised otherwise by the Union.

3. By signing this document I acknowledge and understand that the Union:

- 3.1. exercises complete discretion as to whether it will:
 - 3.1.1. provide me with advice or assistance in relation to my Matter; or
 - 3.1.2. commence, continue, withdraw, or decline to act in any Court or Tribunal proceedings commenced on my behalf (whether those proceedings are in my name or in the name of the Union or one of the Union's employees);
- 3.2. without in any way limiting its rights under clause 3.1, may refuse to act on my behalf or provide me with advice or assistance if:
 - 3.2.1. I fail to accept an offer that the Union considers reasonable in the circumstances;

- 3.2.2. I fail to provide the Union with timely instructions;
- 3.2.3. I fail to participate in any pre-determined Court or Tribunal proceedings;
- 3.2.4. I fail to accept/act upon the advice provided to me by the Union;
- 3.2.5. I fail to uphold my obligations under clause 2; or
- 3.2.6. in the Union's view, my matter does not have reasonable prospects of success
- 3.3. will review its continued involvement in my matter having regard to the relevant facts and circumstances known to the Union at the time.
- 3.4. will not cover any losses or costs incurred by me, including but not limited to:
 - 3.4.1. legal costs which, in some circumstances, I may be ordered to pay by a Court or Tribunal;
 - 3.4.2. travelling costs;
 - 3.4.3. lost wages or earnings.
- 3.5. exercises complete discretion in:
 - 3.5.1. assigning and reassigning employees of the Union to work on my matter; or
 - 3.5.2. engaging or not engaging external legal professionals to work on my matter.
- 3.6. may store and/or destroy any documents or other materials in its possession in accordance with any relevant statutory obligation or Union policy.

Name: _____

Membership Number: _____

Signature: _____

Date: _____

For the purpose of this document the Union means the New South Wales Local Government Clerical, Administrative, Energy, Airlines & Utilities Union and/or the New South Wales Local Government Clerical, Administrative, Energy, Airlines & Utilities Branch of the Australian Services Union

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 1300 136 604



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