

# AN OUTLINE FOR AN OPENING STATEMENT

A. State what action the Employer took giving rise to the instant grievance and arbitration; provide enough information for the arbitrator to understand the circumstances surrounding the grievance. (Have you included all the names, places, times and other specifics of what occurred that caused the grievance? Do you note which of these facts are in dispute.

B. State the contractual provisions and/or past practices violated by the employer's action. (Do you cite specific contract language and include excerpts of the language in the description of what you believe has been violated and why you believe it has been violated?)

C. State what you intend to prove and in so doing state what evidence you will use to establish proof.

D. State the issue(s) you believe the Arbitrator ought to address. (Do you have a clear statement of the issue from your point of view?)

E. State as fully as possible the remedy sought.

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With respect to opening statements, a good practice is to prepare them in written form. Copies should be provided to the arbitrator and to the opposing side, and read into the record. There are many advantages to this procedure.

1. By organizing your thoughts in advance, you can review the opening statement to be sure no crucial points are left out, as might happen when spontaneous oral remarks are relied upon. You can assure that it is

concise and that you address the important points without cluttering detail.

2. Since many cases are heard by ad hoc arbitrators, the written opening statement relieves the arbitrator of the need to keep a written record of your statement. Your written opening statement is a source of memory refreshment ready at hand for the arbitrator's reference.
  
3. Your written opening statement reminds the arbitrator of your point of view and the theory of your case as well as evidence brought out to support your cause.