



**UWUA
Local 1-2
New York**

**SHOP STEWARD
PRIMARY
TRAINING MANUAL**



STEWARDS' PRAYER

Oh Lord, make me formidable in debate, logical in argument and fearless in confrontation. Let me be a lawyer, actor, mathematician, sage, philosopher, sociologist, and economist; pleasing, cajoling, threatening, and belaboring so that I make the best of a good case and a good case from no case at all.

Teach me, Oh Lord, to stand at all times with both feet firmly on the ground Even when I don't have a leg to stand on.

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UTILITY WORKERS UNION OF AMERICA

Local 1-2, Affiliated with AFL-CIO

5 West 37th St, 7th Floor, New York, NY 10018

Our Mission:

We, the Utility Workers of America, believing it to be a natural, right and just that those who toil should enjoy to the fullest extent the wealth created by their labor; and realizing that under the ever changing industrial conditions and the enormous growth of corporations and other aggregations of capital. It is impossible for us to obtain the full reward of our labor other than through united, industrial action; And believing that labor acting along economic and political lines can secure a more equitable distribution of the nation's wealth for all those performing useful service to society.

Therefore, we pledge ourselves to labor united on behalf of the principals herein set forth, to perpetuate our organization on the basis of friendship and justice to expound its objects and obey the laws laid down for its guidance and government, and always labor for its success, knowing as we do, that when we are united no reasonable demands that we may make can be denied us.

Training Course Outline

1. UWUA Labor History Video
2. Introductions
3. Steward Responsibilities
4. Just Cause
5. Weingarten Rights
6. It's The Law (EEOC , FMLA, Workman's Comp)
7. Substance Abuse Program

LUNCH

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Closing

SHOP STEWARD RESPONSIBILITIES

STEWARD RESPONSIBILITIES

INTRODUCTION

As an UWUA steward, your job involves much, much more than handling grievances.

Grievances are important. They are often the most visible and dramatic aspect of the union's presence. Sometimes they'll take up most of your time.

But grievances should never be confused with your chief responsibility as a steward: to build a united, organized, and involved membership in your workplace.

Without this involvement and solidarity, no union in the world can protect and serve its members. As a leader in the workplace, you'll have your hands full. That's because UWUA stewards are:

Organizers. This is the big one. It means UWUA stewards are responsible for organizing the whole workplace to deal with problems as a united group. Which is, when you think about it, what labor unions are all about.

Problem solvers. You're the person workers turn to with their problems. It might be a work-site hazard. Maybe someone's been fired. It might be just a new employee with a question. Perhaps you can solve the problem with a friendly word, or maybe you'll file a grievance. Problems don't go with your territory. They are territory. The contract. The health insurance plan. Workman's Comp. How can I do they do that? What or when to file. It's a complicated world, and your members are counting on you to help them make sense of it. Equally important, your union officers are counting on you to help keep in touch with your co-workers. You work with them every day. They don't.

You're the one who keeps it moving. You're the one who's not afraid to speak up to management. You make unity happen, and you never let anyone forget there's a union at your worksite. (Nobody said this job is easy.)

The sections that follow will explain some of your different jobs in more detail. For now, it's enough that you understand and accept your wide responsibility in the workplace, and remember that your primary duties are to organize and to solve problems. (You'll see later how those two duties go hand in hand.)

Things You Need to Have

You'll need to have a lot of information close at hand, both at work and at home. (Some stewards carry a notebook or a planner back and forth.)

You and your Steward Chair and Co-Chair or union representative should check out your materials to make sure you have everything you need. Here are some possibilities:

- A list of the workers you serve as steward, including name, address, telephone number, email address, job title.
- A seniority list of your workers in your group.
- The contract and any side agreements.
- Union constitution and bylaws.
- Management's personnel manual, and all appropriate HR Policies you forms.
- COPE ('political action) materials. You probably know the different occupations in your group, but if not, you'll need some job descriptions. Of course, your local union staff rep and legal counsel will

also have other valuable information including: Federal and-state health and safety regulations, state labor laws and court decisions including NLRB rulings, investigations, grievances, and arbitrations. Lists of references, resources, and other helpful materials available from the International union. Links to use on the Web, such as UWUA.net for the latest updates across the country. Links to educational resources Accident Assistance Cards (If a member is injured on the job, a referral service to help them with forms and protect their rights.

Your Protections as a Steward

When you're dealing with management on union business, you deal with the employer as an equal. You can imagine how happy that makes them. That's why the National Labor Relations Act and state labor boards specifically protect you (and other union leaders) from punishment or discrimination by management because of your union activity.

It's illegal for an employer to:

- Isolate you from other workers.
- Saddle you with extra work or unusually tough assignments.
- Deny you overtime opportunities.
- Enforce work rules unfairly against you or harass you with extra supervision.

Our contract also spells out your rights.

If your company tries to discriminate against you in this way, it's a violation of federal law.

Labor unions are required by law to represent all workers in the unit fairly and completely. It's legally known as the duty of fair representation or DFR.

Of course, you don't need to be told that you must represent all workers fairly regardless of their race, religion, nationality, age, gender, sexual orientation, or disability.

You may find that you have to represent workers who oppose the union, as well as those who are unpopular, difficult to work with, or who create discord in the union or the workplace.

No matter. Fair is fair. This doesn't mean the union can't lose a grievance or make a mistake. It does mean that every action you take must be free from bias or the appearance of bias:

- Your investigations of every problem or incident must be fair and complete. Each worker must be kept informed about each step you take on their behalf. Never, never lose a grievance because a time limit ran out.
- Cases must be based on facts, not personalities.

This is why it's so important to keep records of your activities as a steward including phone calls, interviews, letters, contacts, and decisions. Without documentation, it's far more difficult for your union to defend a DER case if one should occur.

Your Duties as a Steward

No one can list all the different duties you'll be asked to perform. What follows are some of the more important things UWUA stewards do. You don't have to learn your duties all at once. And you'll have more experienced stewards and staff reps to help you get started.

- Get to know all the workers in your unit.

- Greet new members and help them get oriented. Play a leading role in unit meetings. Keep the members informed. Help out with balloting, elections, and reports.
- Get involved in committees and attend committee meetings, guiding them when need be (and when No keep you Business Agent involved and informed. Some committee's will only do the Management so discuss before you jump in.
- Keep updated phone, addresses and email lists of your members.
- Learn all the problems in the workplace.
- Investigate grievances.
- Interview members.
- Write and file grievances. Help negotiate with management, never make any deal without first talking to you Business Agent. These meetings can range from informal talks with supervisors to arbitration hearings, and labor/ management committee assignments. Any deal can have much further impact than just your group so always keep your Business Agent involved.
- Maintain files and records. (We know it's boring, but it's really important.)
- Work on newsletters, leaflets, buttons, stickers, and bulletin board displays, whatever.
- Attend Steward Training classes.
- Work on COPE (Committee On Political Education), legislative, and get-out-the-vote activities where permissible. This may involve fund-raising, lobbying, phone banks, polling place duties, and a lot of other things, especially around election time.
- Do a lot of different things with your union's coalition partners in the community.
- Be involved. The best way to get other involved is by being a power of example. Regional Rank and Files meeting are held to allow every member a chance to speak, be heard, and get answers. Make sure they know about them, and attend. That is the only way this all works.
- Inspect the worksite for health and safety problems.
- You don't have to do this all yourself. Don't be shy about asking individual members to help you out. It's one way to get them involved.

Welcoming New Workers

Remember your first day on the job? Not exactly a day at the beach.

That's why one of your foremost tasks is to welcome new workers. You do this whether your shop is open or union, public or private.

Here's a checklist of some things you might want to include in your conversation:

- Get know each other. Ask where they worked before, where they live now, do they have a family? Hobbies? Sports? Start off by listening.
- Explain some of the main benefits provided by the union contract, not the benevolence of the employer: wages, health care, holidays, and a voice on the job.
- During the conversation, remember that you want the employee to begin identifying with the union. Whenever the worker has a problem, you are the person to see, not the supervisor. The union is the members, the people right there all around you, not some unknown outsiders. If you get these two ideas across, you've done your job contract, not the benevolence of the employer: wages, health care, holidays, and a voice on the job.
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ion is the members, the people right there all around you, not some unknown outsiders. If you get these two ideas across, you've done your job. If your union is doing its job, there'll be a meeting coming up you'll want to invite the new worker to. In fact why not take them with you? They'll feel more at ease with someone they know. (Remember your first one?)

- Make sure the worker has a card with your name and phone number, and encourage them to call if they have any problems.

Union Stewards Rights

A Union Steward's rights are determined by three basic factors:

- **Union Solidarity.** This is the cohesion and determination of employees you represent. A steward backed by a unified group, willing to act if the steward is attacked, has significant freedom of action.

Contract Rights. A strong union contract forbids discrimination against union activities and guarantees time for union business.

- **Labor Law Rights.** Federal and state labor laws prohibit interference with legitimate union activities; protect stewards in presenting grievances, force employers to supply grievance information, and require employers to bargain before making changes that affect employees.

As a Steward, you have two main jobs---first, building a strong union in our work place, this is no small task; and, second grievance handling.

You must have a Strong union behind you if you're going to be able to carry on your job of handling grievances effectively. Your attitude and effort you put into your job is what counts. Make it a privilege for your coworkers to be active union members who attend meetings regularly and willingly pay their dues. Being a know-it-all -or overbearing steward doesn't do this. A lot of it will come about by the example you set. Enthusiasm and sincerity are contagious. You can always sell better what you believe in yourself.

Like most vitally important jobs, that of a steward is very difficult. In, fact, it may seem like a steward is expected to be all things to all people at once. Of course that impossible, but by understanding the various rules of a steward and doing your best fulfilling them, the steward will contribute greatly to the strength of the union.

The roles of the steward can best be described as that of a negotiator, leader, educator, communicator, organizer and political activist. (As steward, be sure to greet the new employee even when on trial, this is the time to educate them on what it means to have a Union)

"Know your contract!" This is the first commandment for the steward. Your fellow workers don't expect you to know everything, and they respect you a lot more if you don't try to bluff your way out of things. But they do expect you, as their leader, to be well informed. To educate workers so they understand and cooperate with

To know if the, company and the union are living up to their agreement, you must know what's in it. Unless you know what it says, you cannot tell a worker if he's right about it. You certainly can't discuss it intelligently with management. Many in management have no clue what our contract says, or our rights, and other make believe they do not know to press their own agendas. Be informed.

Read over every word of it. Discuss it with union officers. Become familiar with the provisions. Understand how they apply to special conditions in your department.

If you do the job, you will have headaches, but you will also get breaks. Stewardship gives valuable experience. From adjusting grievances you may come to represent labor in industry-wide conferences, policy

making conventions or even government agencies. The keystone of the local union may be the stepping stone to greater union leadership. But you have to be involved, on all levels.

New Stewards Take Note

You were just elected as steward for your section or work area. Congratulations. Today is the first day of your new life. With that title comes the important responsibility of defending the union and its members.

All too often stewards are thrown into the thick of things before they have the proper training. Since Steward Training is not available on a regular basis. We are changing that.

First of all, remember that as a steward of the union you have the support of your local, your international union and the 40,000+ members who comprise the union. That means that if you don't know the answer to questions or are not familiar with procedures, ask your local leadership.

With your position comes a huge responsibility and you need to be able to provide the right answers to members and follow the correct procedures in your dealings with management. Your members will respect you for following this simple advice.

Take your time. Listen carefully. Write things down. Buy yourself a spiral notebook and begin to document your activities. If you investigate a grievance, write down the SW's in your notebook. Document everything.

Be on your toes. You will be tested by management the moment you become a steward. Think of it as hazing. But don't give in. Act professional and be aware of your rights. Your supervisor or manager will probably try to tell you what you can or cannot do as a steward. Remember you are hearing this information from a self-serving and biased source.

You are management's equal in all matters relating to the contract and the union-employer relationship. Your contract may outline some of your rights as a steward but much of it has a legal basis. That means the "sit down and shut up" mentality of some supervisors is incorrect, unprofessional, and in some cases downright illegal. If you are denied rights which make your defense of a member impossible, make sure your BA is aware of this situation—immediately.

You are a representative of your union to your members. Introduce yourself and greet new hires. Be the strongest advocate for the union on the property. Pass along information from your local. Squelch any rumor before it spreads. Work together with your officers. That means the politics of the past union election, if there was one, is over. You are part of the team.

If a member comes to you with a complaint that could be grievable, investigate it quickly and professionally. Resolve the issue in the quickest and fairest way. Don't make the member wait unnecessarily for an answer. Tell him/her that you will get back to them with an answer and then get back to them. If the issue is not grievable, see if there is a way to resolve it.

If there is no grievance, be honest with the member but explain why the issue is not a grievance under your agreement. Work with other stewards so that they are aware of the issues you have

been presented with. You don't want a member going behind your back to another steward because he/she did not agree with your decision not to press a complaint.

Goals of a Union Steward

- Keep yourself informed on union affairs.
- Serve as an example to your members.
- Keep the members informed on union policies and union activities.
- Attend union meetings and union affairs. Encourage and bring the members from your department.
- Don't chide members for missing meetings. Think of other ways to communicate with them.
- Meet the new members early, inform them, educate them, help them become members - make them more than dues payers. Bring them to a meeting the first chance you get, even before they are members.
- Get your location to act as a union - have them stick together.
- Act as a leader do not let personal likes or dislikes prejudice your actions as a grievance Representative.
- Fight discrimination, whether it be overt or very discreet. Discourage prejudice of any kind.
- Keep accurate and up-to-date records. Write it down.
- Do not promise, if you cannot deliver.
- Encourage political action on the part of your members. See to it that they are registered and vote.
- Be an active politically. Encourage members to exercise their right to vote, and to vote for labor friendly candidates.
- Know how to refer to the union contract, by-laws, and international constitutions. If you are not sure, seek help so that you can become familiar with the documents.
- Encourage and support the union's activities on behalf of organizing the unorganized.
- Inform the membership of union services. Encourage them to take advantage of not only the services the union sponsors outright, but also those that the union helps subsidize. If your local does not already have a community services representative, encourage the local in creating one.
- Fight, whenever you meet it, the anti-union element. You can best do this by being informed and being dedicated to the labor movement.
- Do not hesitate or stall. If you do not know, admit you do not know. Then try to get the answer.
- Keep your workers informed on sources of information. Give pertinent information whenever a worker wants it.
- In dealing with the management, remember that you are the elected or appointed representative of your fellow members. Never consider yourself to be inferior to management representatives. You are always their equal.
- Be proud of your position. Remember you are a union representative of your local union which has

The full support of tens of thousands of members bound together in an international union, with the support of millions of other union members. Wear your union shirt and encourage your coworkers to wear it when appropriate, especially to the Learning Center, but of course wear your PPE when required.

Investigate every grievance as if it were your own. Keep the member informed. Make sure you keep your deadlines. There is no excuse for missing a time limit. Research every grievance as if it were going to arbitration but try to resolve it at the lowest possible level. Keep your local union informed of the status of each grievance.

Attend and encourage attendance at any labor education program that might be available to you and your members.

Remember your goal is to be the best union representative you can be. Always strive for this goal. Excellence has no substitute.

Listening to Others

Listening is a skill. Unfortunately, we are far better talkers than we are listeners. But you can't be a good speaker without being a good listener. One skill relies on the other.

1. In grievance handling, the shop steward needs to be able to listen and watch the member and the supervisor. Much of what you need to know may be conveyed to you through body language or inference, not in direct speech. Here are some pointers on how to become a better listener and observer.
2. Stop talking—you can't listen while you are talking.
3. Empathize with the other person—try to put yourself in his/her place so that you can see what he/she is trying to get at.
4. Ask questions—when you don't understand, when you need further clarification, when you want to show you are listening. But don't ask questions that will embarrass or show the other person up.
5. Don't give up too soon—don't interrupt the other person; give him/her time to say what he/she has to say.
6. Concentrate on what is said—actively focus your attention on the words, ideas, and feelings related to the subject.
7. Look at the other person—face, mouth, eyes, hands will all help to communicate with you. Helps you concentrate too. Makes the other person feel you are listening.
8. Leave your emotions behind (if you can)--try to push your worries, your fears, your problems, outside the meeting room. They may prevent you from listening well.
9. Control your anger—try not to get angry at what is being said; your anger may prevent you from understanding what is said.
10. Get rid of distractions—put down any papers or pencils you have in your hands; they may distract your attention.
11. Get to the main points—concentrate on the main ideas and not the illustrative material. Examples, stories, or statistics are important, but usually are not main points. Examine them only to see if they prove, support, define the main ideas.
12. Share responsibility for communication—only part of the responsibility rests with the speaker; you as the listener have an important part.

13. React to ideas not to the person—don't allow your reactions to the person influence your interpretation of what is said. The ideas may be good even if you don't like the person.
14. Don't argue mentally—it is a handicap to argue with him/her mentally as he/she is speaking. This sets up a barrier between you and the speaker.
15. Use the difference in rate—you can listen faster than he/she can talk, so use this rate difference to your advantage by: anticipating what he/she is going to say, think back over what he/she has said, evaluate his development.
16. Speech rate is about 100 to 150 words per minute, thinking is 250 to 500.

Listen to what is not said—sometimes you can learn just as much by determining what the other person leaves out in his/her discussion as you can by listening to what he/she says.

Listen to how something is said—we frequently concentrate so hard on what is said that we miss the importance of the emotional reactions and attitudes related to what is said. Attitudes, and emotional reactions may be more important. Don't antagonize the speaker—it may cause the other person to conceal their ideas, emotions, and attitudes. Try to judge and be aware of the effect you are having on the other person. Adapt to him/ her. Listen for their personality—one of the best ways of finding out information about a person is to listen to him/her talk; as he/she talks you can begin to find out what he/she like and dislikes, what his/her motivations are, what his/her value system is and what makes him/her tick.

Avoid jumping to assumptions - they can get you into trouble. Don't assume that the speaker uses words the same way you do; that he/she didn't say what he/she meant, but you understand what he/ she meant; that he/she is avoiding looking you in the eye because he/she is telling a lie; that he/she is distorting the truth because what he/she says doesn't agree with what you think; that he/she is un ethical because he/she is trying to win you over to his point of view. Assumptions like these may turn out to be true, but more often they just get in the way of your understanding and reaching agreement or compromise. Avoid classifying the speaker - too frequently we classify a person as one type of person and then try Avoid hasty judgments - wait until all the facts are in (or at least most of them) before making any judgments. To fit everything he/she says into what makes sense coming from that type of person. He/she is a Re publican. Therefore, our perceptions of what he/she says or means are all shaded by whether we like or dislike Republicans. People have the trait of being unpredictable and not fitting into their classifications.

Recognize your own prejudices—try to be aware of your own feelings toward the speaker, the subject, the occasion, and allow for these pre-judgments.

Identify the type of reasoning—frequently it is difficult to sort out good and faulty reasoning when you are listening. Nevertheless, it is so important a job, that a listener should bend every effort to learn to spot faulty reasoning when he/she hears it.

Evaluate facts and evidence—as you listen, try to identify not only the significance of the facts and evidence, but also their relation to argument.

Nobody's Perfect

We all make mistakes. We're human. Shop stewards even make mistakes. Some of these mistakes are particularly serious. Here is a list of 20+ mistakes that shop stewards make. Read them over. Nod your heads. But don't make them again!

- Always wait until a worker comes to you with a grievance. You CANNOT solicit.
- Walk around the worksite with a chip on your shoulder.
- Pretend to know all the answers to all problems.
- Give out false information or spread rumors.
- Fail to keep members posted on disposition of grievances.
- Violate company rules.
 - Violate the contract.
- Always try to talk members out of filing grievances.
- Present a grievance that isn't one.
- Forget to investigate a grievance thoroughly before handling.
- Blow up when dealing with the supervisor or workers. Use profane language to intimidate the boss. Argue a grievance by taking personal issue with the supervisor and directing personal remarks.
- Miss membership meetings.
- Bawl out a member in front of co-workers or in front of a supervisor.
- Stall when workers call you.
- Keep all the information to yourself.
- Permit workers to push you around. Enhance the supervisor's prestige by permitting the supervisor to use you as means of doing his/her dirty work, such as enforcing company rules or calling the workers down for minor abuse of certain privileges negotiated by the union.
- Manage the workers. Form cliques with Stewards and other members who are friends and cut others out of the loop. We only have One Union. Bad mouth the union. If you have a problem with the way things are done or with your leadership, Discuss the issue(s) in a rational manner. Get off the soapbox and see if the difference can be re solved. There's plenty of room for discussion and disagreement. But when it spills out on the shop floor or at a meeting when management is present, such disagreements can permanently weaken the union. A house divided against itself will fail.
- Meet the grievant for the first time at the grievance hearing. If this is the first time you've met the member, you are inviting trouble. Big time. You should talk to the grievant face to face when you investigate the grievance and write it. You should also talk to the grievant prior to the hearing to familiarize him/her with the process. When they walk into the room, they should feel as comfortable as possible. They should know that yes, no, and I don't know are acceptable answers. Describe the room to them, who will be there, and what they will be asked.
- Wait for the member to come to you with the problem. If you do this, you will never gain the respect of the membership you represent or the management you must deal with. Problems can often be re solved before they explode into grievances. And members may not be as aware of contract violations and grievable issues as you are.

Ten Mistakes a Steward should Never Make

1. Miss your deadline. You know what the contract says, but somehow you forget to file the grievance within the specified time. The grievance, in almost every case, becomes history two pieces of advice. Keep a calendar diary with dates marked in red so you won't miss deadlines. And you need more time, ask for an extension from management and get it in writing.
2. Never get back to the grievant. This usually happens when the steward determines that the member has no grievance. Rather than be the bearer of bad tidings, the steward disappears. This is irresponsible. If the issue is not grievable under the contract, see if it can be resolved in another manner. If not, tell the member that the issue cannot be written as a grievance, and give him/her the reasons.
3. Bad mouth the union. If you have a problem with the way things are done or with your leadership, discuss the issue(s) in a rational manner. Get off the soapbox and see if the difference can be resolved. There's plenty of room for discussion and disagreement. But when it spills out on the shop floor or at a meeting when management is present, such disagreements can permanently weaken the union. A house against itself will fail.
4. Drop the routine fly ball. You are the steward with responsibilities outlined by the constitution and by-laws. You should not make basic mistakes. Grievances should be written correctly. Information should be shared. You should know your rights. If you are unsure or don't know the answer, ask.
5. Sit down and shut up at meetings with management. In your role as a steward you are the union advocate. This role is an active one. You are the equal of management. You may ask questions, ask for and get records to process grievances, and even raise your voice at meetings when necessary.
6. Lose control. A major no-no. You or a member may be baited at a grievance meeting so that you will get angry. A steward who argues out of anger and not facts will lose the grievance. Period.
7. Write long grievances. Grievances should be short and sweet. Management is being paid big salaries to supervise. Don't do the work for them. Your grievances should identify the grievant; outline the problem in a sentence or two, state what article of the contract is being violated, and what remedy you want to make the grievant whole. Save the arguments for the meeting. A good poker player never tips his/her hand.
8. Meet the grievant for the first time at the grievance hearing. If this is the first time you've met the member, you are inviting trouble. Big time. You should talk to the grievant face to face when you investigate the grievance and write it.
You should also talk to the grievant prior to the hearing to familiarize him/her with the process. When they walk into a room, they should feel as comfortable as possible. They should know that yes, no, and I don't know are acceptable answers at a hearing. Describe the room to them, who will be there, and what they will be asked.
9. Wait for the member to come to you with the problem. If you do this, you will never gain the respect of the membership you represent or the management you must deal with. Problems can often be resolved before they explode into grievances. And members may not be as contract violations and grievable issues as you are.
10. Don't forget to take a breather. This is intense work. Stewards work full-time job and then take on their union responsibilities. This kind of existence is rewarding but is fraught with burn-out. Take time for yourself and your family.

Conclusion

The Bottom line is “If you believe in your Union, it’s much easier to sell that idea to the new member or the one that has become jaded over the years. You have a unique opportunity to re-build and strengthen it. Forget what has happened or didn’t happen in the past, that is history, now is your chance to make a difference, a chance to build instead of tear down. Selling a myth is difficult, selling your own agenda is a death knell, but selling something you believe in, support, and give your all to, if it truly benefits all members, is far easier. Be a power of example and someone to follow or join with.

That is what trade unionism is all about. Solidarity.

JUST CAUSE

JUST CAUSE

JUST CAUSE is the keystone of the collective bargaining agreement. By imposing rigorous conditions, a just cause clause insures the integrity of the contract and the viability of the union!

1. Fair Notice

An employer may not discipline an employee for violating a rule or standard whose nature and penalties have not been made known.

Fundamental fairness prohibits an employer from punishing an employee for violating a rule or policy that the employee is unaware of. Employers must publicize standards in a handbooks, on bulletin boards, through the internet, or by direct announcement. Penalties must be identified, especially suspensions or discharge.

2. Prior Enforcement

An employee may not be penalized for violating a rule or standard that the employer has failed to enforce for a prolonged period.

When management tolerates infractions for several months or longer, employees are lulled into believing that a rule or policy is no longer in effect. In such circumstances, imposing discipline is equivalent to applying a rule of which the employee is unaware.

3. Due Process

An employer must conduct an interview or a hearing before issuing discipline, must take action promptly, and must list charges precisely. Once assessed, discipline may not be increased.

Due process, a legal term for procedural fairness, is implicit in the just cause standard. A paramount obligation is to allow workers to tell their side of the story before the employer makes a decision to take action.

4. Substantial

Charges must be proven by substantial and credible evidence.

Because livelihoods are at stake, disciplinary decisions must be based on reliable evidence, not rumors or speculation.

5. Equal Treatment

Unless a valid distinction justifies a higher penalty, an employer may not assess a considerably stronger punishment against one employee than it assessed against another known to have committed the same or a substantially similar offence.

Favoritism and discrimination are incompatible with just cause. Employers must treat employees who commit the same or similar offenses essentially alike.

6. Progressive Discipline

When responding to misconduct that is short of egregious, an employer must issue at least one level of discipline that allows the employee to improve.

The object of workplace penalties should be to correct conduct, not to punish or humiliate. If a possibility exists that an employee can be rehabilitated, the employer should apply the lowest penalty that is likely to convince the employee from committing another infraction.

7. Mitigating and Extenuating Circumstances

Discipline must be proportioned to the gravity of the offence, taking into account any mitigating, extenuating, or aggravating circumstances.

In addition to the seriousness of the infraction, an employer must consider any mitigating or extenuating circumstances that reduce the likelihood that the offense will be repeated. Aggravating circumstances may also be considered.

SEVEN TESTS FOR JUST CAUSE

1. Was the employee adequately warned of the consequences of his/her conduct?
2. Was the company's rule or orders reasonably related to efficient and safe operations?
3. Did management investigate before administering the discipline?
4. Was the investigation fair and impartial?
5. Did the investigation produce substantial evidence or proof of guilt?
6. Were the rules, orders, and penalties applied evenhandedly and without discrimination?
7. Does the penalty suit the crime?

WEINGARTEN RIGHTS

Weingarten Rights

One very important right that workers have is the right to union representation during an investigatory interview. This right was established by the Supreme Court in 1975 and provides that a worker who is being interrogated by management may request that a union steward be present during the interrogation. The right belongs to the worker, not, the union, and can be invoked only by the worker. Management is not obligated to inform a worker that her or she has a right to a union steward, so it is critical that the union educate workers to the existence of this Supreme Court ruling.

For Weingarten to apply there must be several conditions or tests to be met. The employer must be conducting an investigatory interview (or questioning a worker) to obtain information that could lead to discipline if such an interview takes place, the following rules apply:

- The worker must make a clear request for union representation.
- Management then has the following options:
 - Grant the request and delay questioning until a steward arrives and has an opportunity to talk privately with the worker,
 - Deny the request and end the interview, or
 - Give the worker the choice of having the interview without a steward present or ending the interview.

If a steward is called into an interview, he or she has the right to advise and counsel the worker. Case law has established the following rights for the union steward:

- The supervisor must inform the steward of the reason for the interrogation.
- The steward has the right to take the worker aside for a private meeting before questioning begins.
 - The steward has the right to speak during the interview.
- The steward can ask for clarification of questions so that the worker can understand what he or she is being asked.
- The steward can give advice on how to answer a question.
- When the questioning is over, the steward can provide additional information to management.
 - However, stewards have no right to tell workers not to answer questions or to give false answers, and workers can be disciplined for not answering questions from management. Stewards can be helpful to workers in a number of ways in an investigatory interview. Besides being a witness for the worker, 'stewards can:
 - Help the worker explain what happened.
 - Raise extenuating circumstances.
 - The steward can help a worker from making a fatal admission.
 - The steward can prevent the worker from denying everything, thereby giving the appearance of dishonesty.

The steward can help the worker from losing his or her temper and getting fired for insubordination. Weingarten rights guarantee an employee the right to Union representation during an investigatory interview. These rights were established by the Supreme Court, in the [1975 case of J. Weingarten Inc.](#) The right established by the court is that a worker being interrogated by management may request a

union steward be present during the interrogation. This must be claimed by the employee. Management is not obligated to inform a worker that he or she has a right to a union steward

What is an Investigatory Interview?

An investigatory interview is one in which a supervisor questions an employee to obtain information which could be used as a basis for discipline or ask an employee to defend his/her conduct. If an employee has a reasonable belief that discipline or discharge may result from what he/she says, the employee has the right to request Union representation.

Examples of Investigatory Interviews

The Interview is part of the employer's disciplinary procedure or is a component of the employer's procedure for determining whether discipline will be imposed.

The purpose of the interview is to investigate an employee's performance where discipline, demotion or other adverse consequences to the employee's job status or working conditions are a possible result.

The purpose of the interview is to elicit facts from the employee to support disciplinary action that is probable or that is being considered, or to obtain admission of misconduct or other evidence to support a disciplinary decision already made.

The employee is required to explain his/her conduct, or defend it during the interview, or is compelled to answer questions or give evidence.

WEINGARTEN RULES

When an investigatory interview occurs, the following rules apply:

RULE 1

The employee must make clear request for Union representation before or during the interview. The employee can't be punished for making this request.

RULE 2

After the employee makes the request, the supervisor has 3 options, he/she must either. Grant the request and delay the interview until the Union representative arrives and has a chance to consult privately with the employee. Deny the request and end the interview immediately. Give the employee a choice of having the interview without a steward present or end the interview.

RULE 3

If the supervisor denies the request and continues to ask questions, this is an unfair labor practice and the employee has a right to refuse to answer. The employee cannot be disciplined for such refusal but is required to sit there until the supervisor terminates the interview. Leaving before this happens may constitute punishable insubordination.

**UNION REPRESENTATIVE'S RIGHTS UNDER WEINGARTEN
"YOU ARE NOT REQUIRED TO MERELY BE 'SILENT WITNESS"
YOU HAVE THE RIGHT TO:**

- Be informed by the supervisor of the subject matter of the interview.
- Take the employee aside for a private conference before questioning begins
- Speak during the interview
- Request that the supervisor clarify a question so that what is being asked is understood.
- Give employee advice on how to answer a question
- When questioning is over, the steward can provide additional information to management.

YOU DO NOT HAVE THE RIGHT TO TELL THE EMPLOYEE NOT TO ANSWER NOR, OBVIOUSLY, TO GIVE FALSE ANSWERS. AN EMPLOYEE CAN BE DISCIPLINED FOR REFUSING TO ANSWER QUESTIONS.

Standard Statement To Use

**"IF THIS DISCUSSION COULD IN ANY WAY LEAD TO ME BEING DISCIPLINED OR DISCHARGED, I REQUEST THAT MY UNION REPRESENTATIVE BE PRESENT AT THE MEETING.
WITHOUT REPRESENTATION, I CHOOSE NOT TO ANSWER ANY QUESTIONS"**

An employee has **NO** right to the presence of a Union representative where:

The meeting is merely for the purpose of conveying work instructions, training, or communicating needed corrections in the employee's work techniques.

The employee is assured by the employer prior to the interview that no discipline or employment consequences can result from the interview.

The employer has reached a final decision to impose certain discipline on the employee prior to the interview, and the purpose of the interview is to inform the employee of the discipline or to impose it. Any conversation or discussion about the previously determined discipline which is initiated by the employee and without employer encouragement or instigation after the employee is informed of the action.

IT'S THE LAW
EEOC

Employees & Job applicants

The [U.S. EEOC](#) enforces Federal laws prohibiting employment discrimination. These laws protect you against employment discrimination when it involves:

Unfair treatment because of your RACE, COLOR, RELIGION, SEX (INCLUDING PREGNANCY), National Origin, AGE (40 or older) disability or genetic information.

Harassment by managers, co-workers, or others in your workplace,

Denial of a reasonable accommodation that you need because of your religious beliefs or disability.

Retaliation because you complained about job discrimination, or assisted with a job discrimination investigation or lawsuit

Disability discrimination also occurs when a covered employer or other entity treats an applicant or employee less favorably because she has a history of a disability

Age Discrimination

What is [age discrimination](#):

Treating someone less favorably because of his or her age. (an applicant or employee)

Discrimination can occur when the victim and the person who inflicted the discrimination are both over 40.

Who:

Only forbids age discrimination against people who are age 40 or older

Disability

What is Disability discrimination:

Occurs when an employer or other entity covered by the [Americans with Disabilities Act](#), as amended, or the Rehabilitation Act, as amended,

treats a qualified individual with a disability who is an employee or applicant unfavorably because he/she has a disability. ☐

treats an applicant or employee less favorably because he/she has a history of a disability (such as cancer that is controlled or in remission)

or because he/she is believed to have a physical or mental impairment that is not transitory (lasting or expected to last six months or less) and minor (even if she does not have such an impairment).

Equal compensation

The [Equal Pay Act](#) requires that men and women in the same workplace be given equal pay for equal work.

The jobs need not be identical, but they must be substantially equal.

Job content (not job titles) determines whether jobs are substantially equal.

All forms of pay are covered by this law, including:

salary, overtime pay, bonuses, stock options, profit sharing and bonus plans, life insurance, vacation and holiday pay, cleaning or gasoline allowances, hotel accommodations, reimbursement for travel expenses, and benefits. If there is an inequality in wages between men and women, employers may not reduce the wages of either sex to equalize their pay.

Harassment

Harassment is a form of [employment discrimination](#) that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, (ADEA), and the Americans with Disabilities Act of 1990, (ADA).

Harassment is unwelcome conduct that is based on:

Race

Color

Religion

Sex (including pregnancy)

National origin, age (40 or older)

National Origin Discrimination

[National origin discrimination](#) involves treating people (applicants or employees) unfavorably because they are from a particular country or part of the world, because of ethnicity or accent, or because they appear to be of a certain ethnic background (even if they are not).

National origin discrimination also can involve treating people unfavorably because they are married to (or associated with) a person of a certain national origin or because of their connection with an ethnic organization or group.

Pregnancy Discrimination

Pregnancy Discrimination:

Involves treating a woman unfavorably because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth.

[Pregnancy Discrimination](#) & Work Situations

The Pregnancy Discrimination Act (PDA) forbids discrimination based on pregnancy when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoff, training, fringe benefits, such as leave and health insurance, and any other term or condition of employment.

[Pregnancy Discrimination & Temporary Disability](#)

If a woman is temporarily unable to perform her job due to a medical condition related to pregnancy or childbirth, the employer or other covered entity must treat her in the same way as it treats any other temporarily disabled employee.

Race/Color Discrimination

[Race discrimination](#) involves treating someone unfavorably because he/she is of a certain race

or because of personal characteristics associated with race (such as hair texture, skin color, or certain facial features).

Color discrimination involves treating someone unfavorably because of skin color complexion.

[Race/color discrimination](#) also can involve treating someone unfavorably because the person is married to (or associated with) a person of a certain race or color or because of a person's connection with a race-based organization or group, or an organization or group that is generally associated with people of a certain color.

Religion

[Religious discrimination](#) involves treating a person unfavorably because of his or her religious beliefs.

The law protects not only people who belong to traditional, organized religions, such as Buddhism, Christianity, Hinduism, Islam, and Judaism, but also others who have sincerely held religious, ethical or moral beliefs. Religious discrimination can also involve treating someone differently because that person is married to (or associated with) an individual of a particular religion or because of his or her connection with a religious organization or group.

Retaliation

All of the laws we enforce make it illegal to fire, demote, harass, or otherwise "retaliate" against people because they filed a charge of discrimination, because they complained to their employer or other covered entity about discrimination on the job, or because they participated in an employment discrimination proceeding (such as an investigation or lawsuit).

Sex Discrimination

[Sex discrimination](#) involves treating someone unfavorably because of that person's sex.

Sex discrimination also can involve treating someone less favorably because of his or her connection with an organization or group that is generally associated with people of a certain sex. Discrimination against an individual because of gender identity, including transgender status, or because of sexual orientation is discrimination because of sex in violation of Title VII.

Sexual Harassment

It is unlawful to harass a person because of that person's sex.

Harassment can include "sexual harassment" or unwelcome sexual advances, requests for sexual favors, and other verbal or physical harassment of a sexual nature.

Harassment does not have to be of a sexual nature, however, and can include offensive remarks about a person's sex. For example, it is illegal to harass a woman by making offensive comments about women in general.

Note: Both victim and the harasser can be either a woman or a man, and the victim and harasser can be the same sex.

Local 1-2 Forms Link

<http://uwua1-2.org/wp-content/uploads/2011/11/NYS-Human-Rights-Complaint-Form.pdf>

National EEO Officer

Reggie Davis

- National Officer
- EEO Officer
- Young Workers

Tel: (212) 575-4400 Extension 126

Prohibited Employment Policies/Practices

Prohibited Employment Policies/Practices

- Job Advertisements
- Recruitment
- Application & Hiring
- Background Checks
- Job Referrals
- Job Assignments & Promotions
- Pay And Benefits
- Discipline & Discharge
- Employment References
- Reasonable Accommodation & Disability
- Reasonable Accommodation & Religion
- Training & Apprenticeship Programs
- Harassment
- Terms & Conditions Of Employment
- Pre-Employment Inquiries
- Dress Code
- Constructive Discharge/Forced To Resign

Under the laws enforced by [EEOC](#), it is illegal to discriminate against someone (applicant or employee) because of that person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information. It is also illegal to retaliate against a person because he or she complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

The law forbids discrimination in every aspect of employment.

The laws enforced by EEOC prohibit an employer or other covered entity from using neutral employment policies and practices that have a disproportionately negative effect on applicants or employees of a particular race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), or national origin, or on an individual with a disability or class of individuals with disabilities, if the policies or practices at issue are not job-related and necessary to the operation of the business. The laws enforced by EEOC also prohibit an employer from using neutral employment policies and practices that have a disproportionately negative impact on applicants or employees age 40 or older, if the policies or practices at issue are not based on a reasonable factor other than age.

Job Advertisements

It is illegal for an employer to publish a job advertisement that shows a preference for or discourages someone from applying for a job because of his or her race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information.

For example, a help-wanted ad that seeks "females" or "recent college graduates" may discourage men and people over 40 from applying and may violate the law.

Recruitment

It is also illegal for an employer to recruit new employees in a way that discriminates against them because of their race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information.

For example, an employer's reliance on word-of-mouth recruitment by its mostly Hispanic work force may violate the law if the result is that almost all new hires are Hispanic.

Application & Hiring

It is illegal for an employer to discriminate against a job applicant because of his or her race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information. For example, an employer may not refuse to give employment applications to people of a certain race.

An employer may not base hiring decisions on stereotypes and assumptions about a person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information.

If an employer requires job applicants to take a test, the test must be necessary and related to the job and the employer may not exclude people of a particular race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, or individuals with disabilities. In addition, the employer may not use a test that excludes applicants age 40 or older if the test is not based on a reasonable factor other than age.

If a job applicant with a disability needs an accommodation (such as a sign language interpreter) to apply for a job, the employer is required to provide the accommodation, so long as the accommodation does not cause the employer significant difficulty or expense.

Background Checks

See "Pre-Employment Inquiries" below.

Job Referrals

It is illegal for an employer, employment agency or union to take into account a person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information when making decisions about job referrals.

Job Assignments & Promotions

It is illegal for an employer to make decisions about job assignments and promotions based on an employee's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information. For example, an employer may not give preference to employees of a certain race when making shift assignments and may not segregate employees of a particular national origin from other employees or from customers.

An employer may not base assignment and promotion decisions on stereotypes and assumptions about a person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information.

If an employer requires employees to take a test before making decisions about assignments or promotions, the test may not exclude people of a particular race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), or national origin, or individuals with disabilities, unless the employer can show that the test is necessary and related to the job. In addition, the employer may not use a test that excludes employees age 40 or older if the test is not based on a reasonable factor other than age.

Pay And Benefits

It is illegal for an employer to discriminate against an employee in the payment of wages or employee benefits on the bases of race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information. Employee benefits include sick and vacation leave, insurance, access to overtime as well as overtime pay, and retirement programs. For example, an employer may not pay Hispanic workers less than African-American workers because of their national origin, and men and women in the same workplace must be given equal pay for equal work.

In some situations, an employer may be allowed to reduce some employee benefits for older workers, but only if the cost of providing the reduced benefits is the same as the cost of providing benefits to younger workers.

Discipline & Discharge

An employer may not take into account a person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information when making decisions about discipline or discharge. For example, if two employees commit a similar offense, an employer may not discipline them differently because of their race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information.

When deciding which employees will be laid off, an employer may not choose the oldest workers because of their age.

Employers also may not discriminate when deciding which workers to recall after a layoff.

Employment References

It is illegal for an employer to give a negative or false employment reference (or refuse to give a reference) because of a person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information.

Reasonable Accommodation & Disability

The law requires that an employer provide reasonable accommodation to an employee or job applicant

with a disability, unless doing so would cause significant difficulty or expense for the employer.

A reasonable accommodation is any change in the workplace (or in the ways things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

Reasonable accommodation might include, for example, providing a ramp for a wheelchair user or providing a reader or interpreter for a blind or deaf employee or applicant.

Reasonable Accommodation & Religion

The law requires an employer to reasonably accommodate an employee's religious beliefs or practices, unless doing so would cause difficulty or expense for the employer. This means an employer may have to make reasonable adjustments at work that will allow the employee to practice his or her religion, such as allowing an employee to voluntarily swap shifts with a co-worker so that he or she can attend religious services.

Training & Apprenticeship Programs

It is illegal for a training or apprenticeship program to discriminate on the bases of race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information. For example, an employer may not deny training opportunities to African-American employees because of their race.

In some situations, an employer may be allowed to set age limits for participation in an apprenticeship program.

Harassment

It is illegal to harass an employee because of race, color, religion, sex (including gender identity, [sexual orientation](#), and pregnancy), national origin, age (40 or older), disability or genetic information.

It is also illegal to harass someone because they have complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

Harassment can take the form of slurs, graffiti, offensive or derogatory comments, or other verbal or physical conduct. Sexual harassment (including unwelcome sexual advances, requests for sexual favors, and other conduct of a sexual nature) is also unlawful. Although the law does not prohibit simple teasing, offhand comments, or isolated incidents that are not very serious, harassment is illegal if it is so frequent or severe that it creates a hostile or offensive work environment or if it results in an adverse employment decision (such as the victim being fired or demoted).

The harasser can be the victim's supervisor, a supervisor in another area, a co-worker, or someone who is not an employee of the employer, such as a client or customer.

Harassment outside of the workplace may also be illegal if there is a link with the workplace. For example, if a supervisor harasses an employee while driving the employee to a meeting.

Read more about harassment.

Terms & Conditions Of Employment

The law makes it illegal for an employer to make any employment decision because of a person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information. That means an employer may not discriminate when it comes to such things as hiring, firing, promotions, and pay. It also means an employer may not discriminate, for example, when granting breaks, approving leave, assigning work stations, or setting any other term or condition of employment - however small.

Pre-Employment Inquiries (General)

As a general rule, the information obtained and requested through the pre-employment process should be limited to those essential for determining if a person is qualified for the job; whereas, information regarding race, sex, national origin, age, and religion are irrelevant in such determinations.

Employers are explicitly prohibited from making pre-offer inquiries about disability.

Although state and federal equal opportunity laws do not clearly forbid employers from making pre-employment inquiries that relate to, or disproportionately screen out members based on race, color, sex, national origin, religion, or age, such inquiries may be used as evidence of an employer's intent to discriminate unless the questions asked can be justified by some business purpose.

Therefore, inquiries about organizations, clubs, societies, and lodges of which an applicant may be a member or any other questions, which may indicate the applicant's race, sex, national origin, disability status, age, religion, color or ancestry if answered, should generally be avoided.

Similarly, employers should not ask for a photograph of an applicant. If needed for identification purposes, a photograph may be obtained after an offer of employment is made and accepted.

Dress Code

In general, an employer may establish a dress code which applies to all employees or employees within certain job categories. However, there are a few possible exceptions.

While an employer may require all workers to follow a uniform dress code even if the dress code conflicts with some workers' ethnic beliefs or practices, a dress code must not treat some employees less favorably because of their national origin. For example, a dress code that prohibits certain kinds of ethnic dress, such as traditional African or East Indian attire, but otherwise permits casual dress would treat some employees less favorably because of their national origin.

Moreover, if the dress code conflicts with an employee's religious practices and the employee requests an accommodation, the employer must modify the dress code or permit an exception to the dress code unless doing so would result in undue hardship.

Similarly, if an employee requests an accommodation to the dress code because of his disability, the

employer must modify the dress code or permit an exception to the dress code, unless doing so would result in undue hardship.

Constructive Discharge/Forced To Resign

Discriminatory practices under the laws EEOC enforces also include constructive discharge or forcing an employee to resign by making the work environment so intolerable a reasonable person would not be able to stay.

FMLA

Family and Medical Leave Act

Overview

The [FMLA](#) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
 - the birth of a child and to care for the newborn child within one year of birth;
 - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - to care for the employee's spouse, child, or parent who has a serious health condition;
 - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" **or**
- Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period.

Benefits and Protection

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

[FMLA](#) does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

GRIEVANCES

GRIEVANCES

Unions and the Grievance Procedure

Once unions are recognized as the representative of the workers and have successfully negotiated a collective bargaining agreement, they then have the responsibility to enforce the terms of that agreement. Over time, unions and employers have agreed in the contract to use a grievance procedure to settle disputes while the contract is in effect. Normally, this procedure involves several steps and ends in binding arbitration if the two sides are unable to resolve the problem at any of the steps in the grievance procedure.

Because the union is the *exclusive* representative, it alone controls the grievance procedure, and only the union decides which grievances will proceed to arbitration. With this right comes the responsibility to fairly represent everyone covered under the contract and to ensure that everyone is given equal access to the grievance procedure. Despite the fact that the union owns the grievance procedure, an individual worker may choose to represent him or herself in a grievance. However, even though a worker may decide to bypass the union in his or her grievance, the union has the sole right to decide if that grievance can proceed to arbitration.

The steward, as shop-floor representative of the union, plays an important role in the grievance procedure. Stewards are the representatives of workers in grievances and in grievance meetings with the company. Stewards also investigate grievances to collect the information necessary for the union to prepare its case. In addition, stewards are entitled to be present when management conducts investigatory interviews of workers.

In investigating grievances, it is important to ask some key questions:

- Who is involved in the grievance?
- What happened?
- When did the grievance occur?
- Where did the events take place?
- Why did the grievance happen?
- How did the grievance occur?

In conducting a thorough investigation, you should interview all witnesses, request all relevant information from management in regard to the case, review the contract to see what violations occurred, look to see if a past practice was violated, and examine to see if there are arbitration awards on similar situations. Additionally, it is crucial that you document your investigation, especially interviews with witnesses, because if a case goes to an arbitrator, the arbitrator will make his or her decision based on the evidence that you are uncovering.

When you are representing a grievant, you need to go into a meeting prepared to provide the best arguments for your case. That means that you should have done a preliminary investigation, understand what facts support your argument, anticipate what arguments management will make, and understand what it will take for you to settle the grievance. As the union steward, you have the right to speak for the grievant and should exercise that right in most cases.

In presenting a grievance, you should remember that while you are seeking to resolve the problem, your primary responsibility is to represent the grievant. Present the facts and circumstances that led to the grievance, listen to management's response to see if there is any room to settle, and if not, end the meeting. You are under no obligation to agree with management at this meeting. If you cannot resolve the grievance at this step, take the necessary action to move the grievance to the next step.

Baker's Dozen

Rules for Handling Grievances

1. Contract administration, like contract negotiations is an extension of the right to bargain. And like bargaining, the ability to successfully handle grievances comes with practice and experience. And remember, just like in bargaining there are no rules to which there are not exceptions, this rule being the exception.
2. Every grievance that you get has the potential to go to arbitration. Therefore it is crucial that you do a complete and thorough investigation. This includes, among other things, interviewing the grievant and witnesses, obtaining all relevant
3. Records from management, and examining past awards and other sources of information that may be relevant to the case. Remember to answer the key questions: Who, What, Where, When, and Why. In addition, document your case! You need to keep good records of your investigation of the grievance. This includes writing down notes from interviews and/or meetings with the grievant, witnesses, and management.
4. As a steward, you should familiarize yourself with the contract. When you are approached by a potential grievant, review the agreement to find out if management violated a provision. If not, was there a
5. violation of the law or a violation of an existing past practice? If none of these exist, what you have is a gripe and not a grievance. When discussing a grievance with a member, whether you believe that it is a good grievance or not, it is important that you are understanding of his or her situation. However, you must be careful not to promise to the grievant what you can't deliver. It is always better to say, "I think you have a legitimate grievance. Let me look into it," rather than "You have a sure winner here. I guarantee that management will have to pay this time."
6. Two easy ways that management uses to discipline and/or discharge people is through insubordination or admission of guilt. As a steward, it is easier to stave off problems by making sure that your members don't make these two mistakes. For insubordination, you can use your rights as a steward to intervene for the worker. To keep someone from making an admission, you can educate them about their "Weingarten Rights" and their rights under the contract.
7. Treat the grievant as you would like to be treated if it were your grievance. That means that you should keep the grievant informed on the progress of the grievance, since grievances often take a long time to work their way through the procedure.

8. Before meeting with management on a grievance, you should prepare enough so that you can present your case with the evidence to back up your argument. In addition, you need to anticipate what management's position is on the grievance SO that you can have counterpoints to its argument. In a grievance meeting, your objective is to get a settlement that is favorable to the grievant. You should know what it would take to resolve the grievance and be prepared to make arguments that support your position. If you can't get a satisfactory settlement, there is no reason to panic or to get angry with management. You can always appeal the ruling to higher levels of the grievance procedures.
9. In discipline cases, management must have cause and they have the burden of proof. You should understand what constitutes 'cause' for discipline and use that knowledge to aid in your investigation and representation of workers.
10. When in a grievance meeting, listen carefully to what management is saying. It may be telling you something that will help you settle the grievance either in that meeting or later on in the procedure. And remember to keep calm and reasonable. You're there to win a grievance, not to score debating points with the supervisor.
11. One of the easiest ways to lose a grievance is to miss a time limit. You must keep track of all of your grievances and make sure that they are submitted within the time allowed by your contract. Exhaust each step of the grievance procedure before advancing the grievance to the next level.
12. Most unions have a grievance form that is used to file grievances. When writing a grievance, you should not only cite the article of the contract that was violated but you should include the phrase "and all others" so that if your investigation uncovers additional violations, they will be covered in the grievance.
13. When writing the description of the incident that caused the grievance, make that description as brief as possible. You do not argue or present your case in writing the grievance. The more you write, the more you tell management about your case and the more you tie your hands at later stages of the grievance procedure. Every person covered under the contract (members and non-members alike) is entitled to be fairly represented by the union. Even workers who refuse to pay dues to the union are entitled to receive the same representation as the most loyal member.

Being a good steward means that you actively enforce the contract. You should watch to see that management is not taking action that might weaken the union at some future time. In addition, you need to be prepared to file grievances for the union if you see that management is violating the contract and no one wants to take action.

Grievance Checklist

General Discipline

Was there sufficient proof or was management's action based on hearsay?

Did management investigate and verify the charge before taking action or did it "shoot from the hip" first and investigate after the fact?

Did management selectively "stack the deck" by overemphasizing certain facts and points while playing down those factors that would favor the grievant?

Did management overreact, that is react drastically and emotionally rather than objectively?

Was the discipline punitive and vindictive rather than corrective and remedial?

Was the discipline timely?

- a. Did it follow the alleged commission or omission within? A logical and reasonable time?
- b. Did management wait until an incident occurred? Before suddenly clamping down?

Was the penalty consistent with the principle of progressive discipline?

Was the grievant adequately informed as to what level of performance or compliance would be expected of him or her?

Did the penalty violate any applicable and relevant provision of:

- The contract
- An addendum to the agreement
- A side letter
- A policy
- An administrative directive
- A past practice
- An applicable and relevant arbitration award
- An applicable law?

The Right to Information

In processing grievances, the employer is obligated to provide the union information that the union needs in order to process grievances. As a steward, you may request information from the company:

- When you are investigating a grievance
- When you are preparing for a grievance meeting
- When deciding whether to drop or advance a grievance
- When deciding whether to arbitrate a grievance
- When preparing for a grievance

The type of information that the company must provide is broad. It must provide documents, data, and factual information that you request. However, you are not permitted to be on a "fishing expedition". Rather you must make requests for specific types of information.

The types of company records that you are entitled to include:

- Accident records
- Bargaining notes
- Contracts
- Disciplinary records
- Evaluations
- Attendance records
- Company memos
- Correspondence
- Equipment specifications
- Inspection records
- Insurance policies
- Job assignments
- Materials records
- Performance reviews
- Salary/bonus records
- Seniority lists
- Time study records * videotapes
- Interview notes
- Job descriptions
- Payroll records
- Personnel files
- Security guard records * supervisors' notes
- Training manuals

Requests for information can be made orally. However, it is far better if they are made in writing. Be as specific as possible in identifying the documents or the data that you are requesting. By making the request in writing you are documenting what you asked for and when the request was made. The employer may refuse to grant your request based on the notion of confidentiality for employee records that are sensitive, such as medical -reports and aptitude tests: To make this defense, the company must have an established personal privacy policy that is: Consistently adhered to, and Not shown to supervisors or other management personnel.

FILLING OUT A GRIEVANCE FORM

(A grievance form is a legal document)

Who was involved? List all details including name, your home address, department, bureau, job title, etc. contact number(s), date. (Be precise.) Who else was present?

What happened? Be detail specific and precise. Name the parties involved.

When did it happen? Time, date, location. Do not use generalities.

Why did event (s) happen? Stick to facts only. (Not opinions.)

Were there witnesses? Put down their names. Get statements for witnesses.

When possible get pictures.

What Article and j or Section of Collective Bargaining Agreement that was violated?

Separate gripes from grievances

Always ask to have a shop steward present when being interviewed by management.

Write everything down. Remember the Five Ws

The First Step of every grievance is done before your Business Agent gets it

A grievance is a legal document that can end up in a court room like setting. How it is written can impress an Arbitrator, Mediator or a Judge.

Local 1-2 Forms Link

<http://uwua1-2.org/wp-content/uploads/2011/11/grievance-general.pdf>

<http://uwua1-2.org/wp-content/uploads/2011/11/form-information-request.pdf>

<http://uwua1-2.org/wp-content/uploads/2011/11/NYPA-Grievance.pdf>

Medical Grievance (Con Edison)

Related to Occupational Health

- Employees with concerns about a decision made by Occupational Health should first attempt to resolve the matter with a Nurse Case Manager by calling the Occupational Health Val (800-409,7425).
- If, after speaking with a Nurse Case Manager, the employee wants the decision reviewed, the employee should call the Medical Helpline (800-454-1960). The employee will be asked to complete an Authorization for Release of Health Information to allow the Medical Helpline representative to discuss the employee's medical information with Occupational Health.
- If, after taking the above steps, the employee believes the company violated the contract, the union may file a grievance up to 30 calendar days from the date the Medical Helpline representative informs the employee of its final determination, following modified grievable procedures.

Step One: The employee's Business Agent or designee (including an acting Business Agent but not the employee or shop steward) will present the grievance to the Manager in HR - Labor & Wage". The employee must sign an Occupational Health Grievance Authorization to allow the company and the union to discuss the employee's medical information for grievance purposes. This authorization is separate and apart from the authorization completed for the Medical Helpline.

Step Two: If the employee is dissatisfied with the decision of Step One, the Business Agent or designee may submit the grievance to the Director of Occupational Health or designee.

Step Three: if the employee is dissatisfied with the decision of Step Two, the Senior Business Agent or designee may present the grievance to the Vice President of Human Resources or designee.

- If remedy is still not acceptable, the Union May file for arbitration.

The current Manager of HR Labor & Wage:

Christiane Gabriel (212) 780-8236

ANSWER THE QUESTIONS BELOW FOR MEDICAL GRIEVANCES ONLY AFTER YOU HAVE REACHED OUT TO THE MEDICAL HELPLINE

- WHAT IS THE MEDICAL ISSUE/CONDITION:
- WHEN DID YOUR MEDICAL ISSUE FIRST OCCUR AND ON WHAT DATES WERE YOU AT MEDICAL
- WHY DID THIS MEDICAL ISSUE ARISE (WORKERCOMP/OUT SICK/DOT VISIT)

**CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
OCCUPATIONAL, HEALTH GRIEVANCE AUTHORIZATION**

[Employee Name], [Employee Number],

requests the Consolidated Edison Occupational Health Department (“Occupational Health”) release health information regarding my care and treatment as set forth in my authorization. Authorize Consolidated Edison Human Resources Department (“HR”) and UAW Local 1-2’s Business Agent or designee (“Local 1-2”) to use, disclose, and discuss my health information as may be required in order to, review my grievance. Specifically, I authorize the release of my records regarding my absence from (date) to (date). I authorize HR and Local 1-2 to receive and use the identified protected health information from Occupational Health and my private health care providers in an effort to resolve my grievance.

I understand that this authorization may include disclosure of information relating to alcohol and drug abuse, mental health treatment, accept psychotherapy notes, and confidential HIV-related information only if I place my initials here. In the event the health information described above includes any of these types of information, and I placed my initials where instructed, I specifically authorize release of such information to HR and Local 1-2.

If I am authorizing the release of HIV-related, alcohol or drug treatment, or mental health treatment information, HR and Local 1-2 are prohibited from re-disclosing such information without my authorization, except as necessary to attempt resolution of my grievance, unless permitted to do so under federal or state law. I understand that I have the right to request a list of people who may receive or use my HIV-related information without authorization. ICI experience discrimination because of disease or disclosure of HIV-related information, I may contact the New York State Division of Human Rights at (212) 480-2493 or the New York City Commission of Human Rights at (212) 306-7450. These agencies are responsible for protecting my rights.

I understand that I have the right to revoke this authorization at any time by notifying HR, in writing at 4 Irving Place, 15th Floor, New York, NY 10003 or by fax at (718) 246-7554. I understand that the revocation is only effective after it is received and logged by HR.

I understand that signing this authorization is voluntary. My treatment, payment, enrollment in a health plan, or eligibility for benefits will not be conditioned upon my authorization of this disclosure. I understand that that this information is disclosed, it may be re-disclosed and the law might not protect it. I understand that I am entitled to receive in copy of this authorization. I understand that this authorization will expire at the earlier of six months or the resolution of my grievance.

Local 1-2 Forms Link

[Con Edison Medical Grievance Package](#)

[NYS Medical Complaint Form](#)

SUBSTANCE ABUSE

(Con Edison)

Chemical Substance Abuse Training Outline

In 1947, Con Edison was one of the first utilities in the United States to recognize the disease of alcoholism. At that time Management and Union members joined forces in the treatment of employees suffering from chemical dependency, because they simply understood one factor. That factor was that once treated, an employee could continue or -could become a productive member of the work force. The company has for 63 years has adopted strict procedures which acknowledges and treats the alcoholic and chemically dependent employee for substance abuse successfully.

In a most recent study which was done by Con Edison, it was determined that from 2002 thin 2007:

- That there were 409 violations of the CSA program by 401 individual employees
- That 317 of the 401 (79%) who were violators of CSA Program were only treated once since 2002
- That 280 of the 401 (70%) who were violators of the CSA Program during this time period were still employed at the time of the study in 2008
- And that 197 of the 280 (70.4%) who are still employed, were only treated once since 2002
- What is chemical dependency? - What is alcoholism? — Why is it important that we treat it?

The term “Chemical Dependency” is often used in conjunction with and at times interchangeably with the terms: chemically dependent, chemical dependence, alcoholism, addiction, substance abuse, substance dependence, drag habit, and drug addiction.

For our purposes, the term Chemical dependency refers to a primary illness or disease which is characterized by addiction to a mood-altering chemical. Chemical dependency includes both drug addiction and alcoholism (addiction to the drug alcohol). A chemically dependent person is unable to stop drinking or taking a particular mood-altering chemical despite serious health, economic, vocational, legal, spiritual, and social consequences. It is a disease that does not see age, sex, race, religion, or economic status. It is progressive and chronic and if left untreated can be fatal.

When a person is chemically dependent, they have lost the power of choice over using mood-altering chemicals. They may be able to stop for a while, but they will return to its use again and again despite their best intentions and exertions of logic and willpower. For these reasons, chemical dependence (alcoholism and drug addiction) is said to be a cunning, baffling, and powerful disease.

Chemical dependency is characterized as being a continuous or periodic: impaired control over drinking and/or drug use - whether (prescribed or illegal). It also can viewed as a preoccupation with a mood-altering chemical or the use of an addictive substance despite adverse consequences or a distortion in thinking - we in the field of Chemical Dependency call this Denial.

Program history

When the Con Edison first started treating employees, they were only treated for Alcoholism. At that time no employees were treated for Chemical Substance Abuse.

First company policy on alcoholism

Was developed and written by Personnel Director D.S.Sargent on January 8, 1948. This policy was a three-status policy, which guidelines stated that as

- Short service employees (2 years or less of continuous employment)

Employee was terminated by his/her department in the first instance of alcoholism and returned to the personnel department for further action. There was no treatment offer

Intermediate service employees (over 2 years but less than 15 years of continuous employment)

Employee was given treatment and placed on probation. That probation period was a mandatory minimum of 1 year up to the maximum period of indefinite. The employee was then warned that if there was second incident with alcohol during his probation period, that it would lead to termination.

There was also a provision provided to intermediate service employees, (with 2 or more incidents) which stated. That if the department head decided that the employee's record warranted continued consideration for employment, he would be given another opportunity at treatment under suspension and without pay. His case could also be referred to the "Panel" for disability consideration within 10 days.

- Long service employees (employees over 15 years of continuous employment)

Employee was given treatment and placed on probation. That probation period was a mandatory minimum of 1 year up to the maximum period of indefinite. The employee was then warned that if there was second incident with alcohol during his probation period, that it would lead to termination.

There was also a provision provided to only long service employees which stated that employees with Long service status with repeated incidents of relapse during the probation period would not be terminated. In turn they would be considered for treatment or Disability Panel.

Today we can continue to see the foundation of the original policy, in aspects of the current company policy on Chemical Substance Abuse.

Current company Policy on Chemical substance

Employees of Con Edison Management, Local 1-2 and Local 3 who are reporting to the occupational Health department following a positive drug test will first be interviewed via telephone or in person about the positive test results, upon the conclusion of the interview with the MRO, a decision will be made regarding the final disposition of the findings of that interview. In some cases, if the employee is in denial, he/she will be referred to, a Con Ed counselor for counseling and assistance in making their final decision. If the employee is still in denial after a session with the Con Edison counselor he/she will be allowed up to 3 work days in a "off Duty — No Pay" status to return with an admission of use. Should there be no admission of use and the employee is still in denial, a termination notice will be sent to the employee's department on the 4th work day. If the employee decides to admit and accept treatment, and is to be paid for the treatment period, he/she will also be paid "Sick Pay" for the "off duty" no pay days. If the employee decides to admit and accept treatment and is not to be paid for the treatment period, he/she may not be paid for the for the 3 day decision period. The decision regarding pay for this period is considered on an individual basis and the circumstance/severity of each case. At all steps of this process the employee is entitled to union representation.

Prolonged inpatient treatment following a third positive drug test result. This may take form of a half-way house or other residential treatment facilities where, for example, the employee will live at the treatment center for a period of 3 to 6 months while reporting to work as part of his normal work schedule. The full cooperation of the employee with the entire requirement will be mandatory for approval of continued employment.

First Attempt at Treatment

If an employee has a first positive test result, for **alcohol** while on duty or for a **schedule A drug** or for a **prescription** which has not been lawfully prescribed by a physician, he/she will be required to complete a mandatory 30 day inpatient stay at a Drug and Alcohol rehabilitation program with the option of an aftercare treatment program with **full pay**. In some cases where an extenuating situation exists, (ex: a single parent, the sole caretaker of a disabled person or an employee has a medical monitored condition, an employee MAY be offered outpatient treatment as a **first attempt option only**.

- If diagnosed by the medical department to be in withdrawal, an employee could be required to enter a hospital for detoxification before entering a 30 day treatment program, followed by Aftercare and self help group participation.
- If diagnosed by the medical department, an employee could also be referred to a **Dual Focus** or **MICA** (Mentally ill Chemical Dependent) treatment program as a **Option** for 30 days followed by aftercare and self help group participation

Second Attempt at Treatment

Following a second violation or a second positive test result, for alcohol while on duty or for a schedule A drug or For a prescription which has not been lawfully prescribed by a physician, he/she will be required to complete a mandatory 30 day inpatient stay at a Drug and Alcohol rehabilitation program with the option of an Aftercare program with **only 2 weeks of pay while in treatment**. In most cases this will also be considered a **final attempt at treatment**. In some cases an employee, as part of his treatment attempt he/she may be required to enter **into** a safe house where, **for example**, the employee will live at the safe house for a period of 3 to 6 months while reporting to work as part of his normal work schedule. The full cooperation of the employee with the entire requirement will be mandatory for approval of continued employment.

It is almost never and extremely rare that where an extenuating situation exists, (a single parent or the sole caretaker of a disabled person or a medical monitored condition) as a second attempt at treatment, will an employee be offered outpatient treatment as an option.

- If diagnosed by the medical department to be in withdrawal, an employee could be required to enter a hospital for detoxification before entering a 30 day treatment program, followed by Aftercare and self help group participation.
- If diagnosed by the medical department, an employee could also be referred to a Dual Focus or MICA (Mentally ill Chemical Dependent) treatment program for 30 days followed by aftercare and self help group participation

Third Attempt At Treatment

Following a third violation of Company's Chemical Substance Abuse Policy or third positive test result, The Occupational Health Department and Employee/labor relations in collaboration and at their discretion, may offer an employee a third attempt at treatment. There are many factors that go into making this decision,

- The employee department's approval,
- The employee's record,
- The employee's length of employment,
- The employee's length of abstinence between treatment attempts
- The employee's past history of cooperation with the company's CSA program.

If an employee has a positive test result, for alcohol while on duty or a schedule A drug_ or a prescription which has not been lawfully prescribed by a physician, he/she will be required to complete a mandatory 30 day inpatient stay at a Drug and Alcohol. rehabilitation program with the option of a After-care program

- The details of this attempt/offer of treatment are usually in the form of a Settlement Agreement.
- Pay status will be determined on a case by case basis. In these cases, a decision could be made to offer treatment to an employee, with no pay status and up to full pay status.
- In most cases this will also be considered a final attempt at treatment.
- In some cases an employee, as part of a treatment attempt he/she may be required to enter into a safe house where, for example, the employee will live at the safe house for a period of 3 to 6 months while reporting to work as part of his normal work schedule. The full cooperation of the employee with the entire requirement will be mandatory for approval of continued employment.

Volunteers or Self Reported

Con Edison Employee Assistance Program

Chemical Substance Abuse Education and Prevention Services Occupational Health's Chemical Substance Abuse Counselors are available to assist employees and their family members with chemical substance issues or concerns on a 24hr basis 7 days per week. Our motto is "WE NEVER CLOSE". There are also on site education and training programs that are available to meet your organizational needs. For information please contact us as follows:

CHEMICAL SUBSTANCE ABUSE COUNSELORS BY ORGANIZATION

BRONX AND WESTCHESTER COUNSELOR

DONALD WEIDMANN, CASAC (212) 780-6689 — 4 IRVING PL (646) 385-0650 — CELL

MANHATTAN COUNSELOR

JOHN O'DONNELL, AC (212) 780-7952 - 4 IRVING PL (646) 879-5914 - CELL

BROOKLYN AND STATEN ISLAND COUNSELOR

EDWARD WEAVER, AC (212) 780-6997 — 4 IRVING. PL
8118 — CELL

(646) 483-

QUEENS COUNSELOR EDWARD, COLEMAN AC (212) 780-6995 - 4 IRVING PL
3694 - CELL

(347) 835-

CSA PROGRAM COORDINATOR AND DOT/ SAP — ALL AREAS

REGGIE ENGLISH, CASAC, NCAC, CADC, SAP QUALIFICATION (212) 780-7953 - 4 IRVING PL (646) 957-
3050 - CELL

Community Services

Employees may also contact the following State Agency for assistance: New York State Office of Alcoholism and Substance Abuse Services

The toll free number is (800) 522-5353 or Web site <http://.oasas.state.u.us/>

ALCOHOLICS ANONYMOUS - HOT LINE (212) 647-1680

NARCOTICS ANONYMOUS — HOT LINE (212) 929-NANA- (6262)

FORMS

Utility Workers Union of America, AFL-CIO

Local 1-2

5 West 37th Street New York, NY 10018
(212) 575-4400



GRIEVANCE REPORT

Member's Name _____ Employee No. _____

Home Address _____ Home Phone No. _____

_____ Title _____

Company _____ Department _____ Bureau _____

Work Location _____ Supervisor _____

Nature of Grievance—PLEASE CHECK THE APPROPRIATE BOX BELOW

- Termination
- Suspension
- Denied Progression
- Denied Merit
- Other (Warnings) Give a brief explanation below

Clause of Contract Violated (list articles violated)

- Remedy To be made whole, including but not limited to any lost wages, benefits, merit increases and progressions.
- Other (Give a brief explanation below)

Today's Date _____ Signature of Member _____



Utility Workers Union of America, Local 1-2
Affiliated with AFL-CIO
5 West 37th Street, 7th Floor
New York, NY 10018
Phone: 212-575-4400
Fax: 212-575-3852

To: _____ From: _____
Date: _____ Re: _____
Dear _____ ID# _____

The Union hereby requests the following information to:

- Monitor compliance with the contract
- Investigate whether a grievance exists
- Prepare for a grievance meeting
- Prepare for arbitration
- Decide whether to drop a grievance or move it through the steps

Please provide the following information by _____
date

- | | |
|--|--|
| <input type="checkbox"/> Accident reports | <input type="checkbox"/> Customer complaints |
| <input type="checkbox"/> Attendance records | <input type="checkbox"/> Customer lists |
| <input type="checkbox"/> Company Manuals | <input type="checkbox"/> Disciplinary records |
| <input type="checkbox"/> Supervisors guide to discipline | <input type="checkbox"/> Equipment specifications |
| <input type="checkbox"/> Company memos | <input type="checkbox"/> Evaluations |
| <input type="checkbox"/> Contracts with customers, suppliers
and subcontractors | <input type="checkbox"/> Inspection records |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Interview notes |
| <input type="checkbox"/> Photographs | <input type="checkbox"/> Investigative reports |
| <input type="checkbox"/> Reports and studies | <input type="checkbox"/> Job assignment records |
| <input type="checkbox"/> Security guard records | <input type="checkbox"/> Job descriptions |
| <input type="checkbox"/> Security reports | <input type="checkbox"/> Material safety data sheets |
| <input type="checkbox"/> Seniority lists | <input type="checkbox"/> Payroll records |
| <input type="checkbox"/> Training manuals | <input type="checkbox"/> Personnel files |
| <input type="checkbox"/> Wage and Salary records | <input type="checkbox"/> Supervisors notes |
| | <input type="checkbox"/> Work rules |

- Any and all other documents on which the Company relied in taking the action or which it contends supports the action which is the subject of the grievance

(Use back of page if more room is necessary)

If any material is unavailable please provide the remaining items as soon as possible, which the Union will accept without prejudice to its position that it is entitled to all documents and information called for in the request.

Sincerely,

Business Agent, Shop Steward

**STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
EMPLOYEE'S CLAIM FOR COMPENSATION**

ANSWER ALL QUESTIONS
FULLY - TYPE OR PRINT
CLEARLY

IMPORTANT: Your Social Security Number Must Be Entered:
 IMPORTANTE: El Numero de su Seguro Social Debe Ser Indicado:

WCB Case No. (if known) _____ Carrier Case No. (if known) _____

A. Injured Person	1. Name..... <small>First Name Middle Name Last Name</small> 2. Mailing Address..... <small>Number and Street (Include Apartment No.) City State Zip Code</small> 3. Residential Address (if different from mailing address)..... 4. Sex <input type="checkbox"/> Male <input type="checkbox"/> Female Date of Birth..... Telephone No. ()..... 5. Do you speak English? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, what language do you speak?..... 6. Name of union and local number, if member..... 7. State what your regular work/occupation was..... 8. Wages or average earnings per day, including overtime, board, rent and other allowances..... 9. Were you paid full wages for the day of injury? <input type="checkbox"/> Yes <input type="checkbox"/> No 10. Your work week at time of injury was: <input type="checkbox"/> Five day <input type="checkbox"/> Six day <input type="checkbox"/> Seven day <input type="checkbox"/> Other.....
B. Employer(s)	1. Employer..... Telephone No. ()..... 2. Employer's Address..... 3. Were you employed by any other employer or employers at the time of your injury/illness? <input type="checkbox"/> Yes <input type="checkbox"/> No 4. If yes, did you lose time from work at this other employment as a result of your injury/illness? <input type="checkbox"/> Yes <input type="checkbox"/> No
C. Place/Time	1. Address where injury occurred..... County..... 2. Date of Injury..... at..... o'clock, <input type="checkbox"/> AM <input type="checkbox"/> PM
D. The Injury	1. How did injury/illness occur?..... 2. Did anyone witness the injury? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name(s)..... 3. Is the injury the result of the use or operation of a motor vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, <input type="checkbox"/> your vehicle <input type="checkbox"/> employer's vehicle If your vehicle was involved, give name & address of your motor vehicle (No-Fault) insurance carrier.....
E. Nature and Extent of Injury/ Illness	1. State fully the nature of your injury/illness, including all parts of body injured..... 2. Date you stopped work because of this injury/illness?..... 3. Have you returned to work? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, on what date?..... 4. Does injury/illness keep you from work? <input type="checkbox"/> Yes <input type="checkbox"/> No 5. Have you done any work during period of disability? <input type="checkbox"/> Yes <input type="checkbox"/> No 6. Have you received any wages since your injury/illness? <input type="checkbox"/> Yes <input type="checkbox"/> No
F. Medical Benefits	1. Did you receive or are you now receiving medical care? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. Are you now in need of medical care? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. Name of attending doctor..... Doctor's address..... 4. If you were in a hospital, give the dates hospitalized..... Name of hospital..... Hospital's Address.....
G. Comp. Payments	1. Have you received or are you now receiving workers' compensation payments for the injury reported above? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. Do you claim further workers' compensation payments? <input type="checkbox"/> Yes <input type="checkbox"/> No
H. Notice	1. Have you given your employer (or supervisor) notice of injury? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. If yes, notice was given <input type="checkbox"/> orally <input type="checkbox"/> in writing, on..... to.....

I hereby present my claim to the Chair, Workers' Compensation Board, for compensation for disability resulting from an accidental injury or occupational disease arising out of and in the course of my employment and not occasioned by my willful intention or solely through intoxication, and in support of it I make the foregoing statement of facts.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD PRESENTS, CAUSES TO BE PRESENTED, OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO, OR BY AN INSURER, OR SELF INSURER, ANY INFORMATION CONTAINING ANY FALSE MATERIAL STATEMENT OR CONCEALS ANY MATERIAL FACT SHALL BE GUILTY OF A CRIME AND SUBJECT TO SUBSTANTIAL FINES AND IMPRISONMENT.

Signed by..... Dated.....
(Claimant)

SEE OTHER SIDE FOR IMPORTANT INFORMATION - VEASE AL DORSO PARA INFORMACION DE IMPORTANCIA

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.
 LA JUNTA DE COMPENSACION OBRERA EMPLEA Y SIRVE A PERSONAS INCAPACITADAS SIN DISCRIMINAR.

Please print clearly and complete all sections of this form and mail to:

Office of Professional Medical Conduct
Central Intake Unit
Riverview Center
150 Broadway- Suite 355
Albany, NY 12204-2719

(This form must include your original signature)

All reports of misconduct are kept confidential and are protected from disclosure according to New York State Public Health Law, Sections 230(10)(a)(v) and 230(11)(a). Any person who reports or provides information to the Board for Professional Medical Conduct in good faith, and without malice, shall not be subject to an action for civil damages or other relief as the result of making the report according to Section 230(11)(b).

See instructions on page 4 before completing this form.

INFORMATION ABOUT YOU

Name _____
Last First MI

Address _____
House number & Street Name City State Zip Code

Telephone (_____) - _____ (_____) - _____
Day time number Evening Number

YOUR COMPLAINT REGARDING A PHYSICIAN OR PHYSICIAN ASSISTANT

Physician/Physician Assistant Name _____
Last First MI

Address _____
Number & Street Name City State Zip Code

Telephone (_____) - _____

INFORMATION ABOUT THE PATIENT(S)

** You may add additional patient names on a separate sheet of paper.

Patient(s) Name _____
Last First MI

Date of Birth _____ / _____ / _____
Month Day Year

GLOSSARY

Shop Stewards Glossary

Agent

A person who acts on the behalf of a union. Any illegal actions the agent commits, such as unfair labor practices or conduct subject to court litigation, implicate the employer or union being represented, even if the illegal act was not authorized or approved.

Agreement (Collective Bargaining Agreement, Union Contract)

Written contract between an employer and an association or union, usually for a definite term, defining conditions of employment (wages, hours, vacations, holidays, overtime payments, working conditions, etc.) rights of employees and association or union, and procedures to be followed in settling disputes or handling issues that arise during the life of the contract.

Arbitration

A method of settling a labor-management dispute by having a neutral third party or panel hold a formal hearing, take testimony, and render an award. Arbitration is voluntary when both parties agree to submit disputed issues to arbitration, and compulsory if required by law. The decision may or may not be binding upon the parties. The two major types of labor arbitration are grievance arbitration and interest arbitration.

Arbitration, Grievance

A method of resolving labor disputes which arise over the interpretation or application of the existing collective bargaining agreement. It is sometimes referred to as rights arbitration. The parties present their cases to an arbitrator who, acting like a judge, interprets and applies the contract. The award, which is usually final and binding, is based on this presentation.

Arbitrator

A neutral third-party to whom disputing parties submit their differences for decision (award). An ad hoc arbitrator is one selected to act in a specific case or a limited group of cases. A permanent arbitrator is one selected to serve for the life of the contract or a stipulated term, hearing all disputes that arise during this period.

Association or Union Shop

Provision in a collective bargaining agreement that requires all employees to become members of the association or union within a specified time after hiring (typically 30 days), or after a new provision is negotiated, and to remain members of the association or union as a condition of continued employment. Modified association or union shops are variations on the association or union shop. Certain employees may be exempted, e.g., those already employed at the time the provision was negotiated who had up until then, not joined the association or Union.

Bargaining Representative

The Company continues to recognize the Union as the sole representative of all of the employees covered by this Contract, for the purposes of collective bargaining and handling of all matters within the scope of this contract, for the time this Contract is in force. Article I Section I (2012 2016 CBA CE and MLA, Local 1-2)

Bonuses

Some agreements include the payment of periodic bonuses or lump sum payment. Boycott. Collective economic-pressure intended to discourage the public from buying, patronizing, or supporting unfair employers, companies, or oppressive institutions.

Collective Bargaining

Method whereby representatives of the employees (association or union) and employer determine the conditions of employment through direct negotiation normally resulting in a written contract setting forth the wages, hours and other conditions to be observed for a stipulated period (e.g., 2 years). The term is also applied to association or union and management dealings during the term of the agreement. (See Agreement) The efforts of a third-party neutral aimed at finding compromise between opposite view-points in a labor dispute so that a voluntary settlement results.

Cost of Living Adjustment See Escalator Clause

Cost of Living Index (CPI)

The commonly used name for the Consumer's Price Index (CPI), which is prepared by the U.S. Bureau of Labor Statistics. This Index shows from month to month, and year to year, the change in prices of a number of items which it is assumed that most families buy food, clothing, rent, furniture, etc. This price index is therefore a rough measure of changes in the cost of living.

Discrimination

Term applied to prejudice against or unequal treatment of employees in hiring, employment, pay or conditions of work, because of race, national origin, creed, color, sex, age, association or union membership or activity or any other characteristic not related to ability Or job performance.

Dispute (Labor Dispute)

Any disagreement between association or union and management which requires resolution it) onway or another, inability to agree on contract terms, an unsettled grievance, etc. The mutual obligation of the employer and the representative of the. employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

Duty of Fair Representation

Under Federal law, The legal obligation on the part of the union, as exclusive representative of a bargaining unit, to represent all of the employees, members and non-members alike, fairly without discrimination, obvious negligence, or through arbitrary or capricious decisions. A union that commits a DFR violation can be charged with an unfair labor practice at the NLRB (if private sector) or sited in court.

Employee Assistance Program (EAP)

A confidential information, support and referral service designed to help employees cope with personal problems that negatively affect their lives and workplace productivity. Such programs often provide assistance in the following situations: emotional stress, family disintegration, financial and legal difficulties, alcoholism, drug abuse, and marital disruption.

Exclusive Bargaining Rights

The right and obligation of an association or union designated as majority representative to bargain collectively for all employees, including non-members, in the bargaining unit.

Federal Mediation and Conciliation Service (FMCS)

An independent U.S. Government agency that provides mediators to assist the parties involved in negotiations or a labor dispute in reaching a settlement, provides list of suitable arbitrators on request, and engages in various types of "preventive mediation". Mediation services are also provided by several State agencies.

Good Faith Bargaining

The requirement that the two parties to negotiation meet and confer at reasonable times with a willingness to reach an agreement on new contract terms. Good faith bargaining does not require that either party make a concession or agree to any proposal.

Good Standing

A member in good standing is one with paid up dues, and having met all other obligations of membership. Grievance

Any complaint or expressed dissatisfaction by an employee in connection with his job, pay or other aspects of his employment. Whether it is formally recognized and handled as a "grievance" depends on the scope of the grievance procedure.

Grievance Mediation

A voluntary and less formal method of dispute resolution whereby a neutral party serves as a facilitator in the decision making process. The ultimate acceptance, rejection, or modification of a resolution rests with the parties.

Typically a formal plan specified in the agreement which provides a channel for the adjustment of grievances through discussions at progressively higher levels of authority of the company or other employer and the association or union, usually culminating in arbitration, if necessary. Formal plans may also be found in non-union companies, with the important difference that there is no association or union to represent employees.

Grievance Steps

The regular steps in a grievance procedure by which a grievance dispute moves from one level of authority in the company and association or union to the next higher level. The steps are usually in the agreement.

Impasse

The point in bargaining where a stalemate has been reached with no prospect of change to position by either party. Insubordination

The act of refusing or deliberately failing to carry out a legal assignment. When in doubt carry out the work under protest and follow up the assignment with a grievance. (Work now, grieve later.)

Job Description

A written statement listing the elements of a particular job or occupation, such as purpose, duties, equipment used, qualifications, training, physical and mental demands, working conditions, etc.

Job Evaluation (Job Grading, Job Rating or Appraisal)

Determination of the relative importance or ranking of jobs in an establishment for wage setting purposes by systematically rating them on the basis of selected factors, such as skill, responsibility, experience; etc. Ordinarily used as a means of determining relative levels, not the actual structure as a whole.

Labor-Management Committee

A joint committee formed to discuss a variety of topics usually related to improvements in the employer's business. Labor/Management committees have the power to recommend changes, but if the changes are mandatory subjects of bargaining, the changes must be negotiated.

Lockout (Joint Lockout)

A temporary withholding of work or denial of employment to a group of employees by an employer during a labor dispute in order to compel a settlement at or close to the employer's terms. A joint lockout is such an action undertaken at the same time by a group of employers. Technically, the distinction between a strike and lockout turns on which party actually initiates the stoppage. One, however, can develop into the other,

Management's Prerogatives (Management's Rights)

This refers to the right of the employer to make decisions and run the agency without consultation with, notification to, or bargaining with the union.

Management Rights Clause

A provision found in most collective bargaining agreements delegating certain rights to management, generally including, the right to assign and direct the workforce, to discipline employees for just cause, and to reduce the workforce due to lack of work or money. Mandatory subject of bargaining

A subject pertaining to the wages, hours, terms, or conditions of employment. An Employer may not make a unilateral change in a mandatory subject of bargaining without providing prior notice to the union and an opportunity to bargain.

Merit Increase (Performance Incentive)

An increase in the wage rate of an employee, usually given on the basis of certain criteria of worth (e.g., efficiency and performance).

Mediation

An attempt by an impartial third party, called a mediator, to bring the parties in a labor dispute together. The mediator has no power to force a settlement but rather operates primarily through persuasion to help the negotiating parties reach an agreement.

National Labor Relations Board (NLRB)

Agency created by the National Labor Relations Act of 1935, and continued through subsequent amendments, whose functions are to define appropriate bargaining units, to hold elections to determine whether a majority of employees want to be represented by a specific association or union or no association or union, to certify associations or unions to represent employees, to interpret and apply the act's provisions prohibiting certain employer and association or union unfair practices, and otherwise to administer the provisions of the act.

Negotiation

The process by which representatives of employees and management try to reach agreement on conditions of employment, such as wages, hours, fringe benefits, and the machinery for handling grievances.

Open Shop

Term commonly applied to an establishment with a policy of not recognizing or dealing with a labor association or union. They may be sometimes applied to an organized establishment where association or union membership is not a condition of employment. (See Association or Union Security)

Overtime

Work performed in excess of basic workday or workweek as defined by law, personnel rules, collective bargaining agreement, or company policy. Sometimes applied to work performed on Saturdays, Sundays or holidays at premium rates.

Past Practices

A way of dealing with a grievance by considering the manner a similar issue was resolved before the present grievance was filed. Past practice is often used to resolve a grievance when contract language is ambiguous or contradictory, or when the contract doesn't address the matter in dispute. Past practice may also create a basis for a grievance action if the employer unilaterally changes a long-standing well-understood practice which may not be included in the collective bargaining agreement.

Payroll Deductions

Amounts withheld from employee's earnings by the employer for social security, federal income taxes and other governmental levies; also may include union or association dues, group insurance premiums, and other authorized wage assignments.

Per Capita Tax

A stated periodic payment taken from the monthly dues amount that is sent by union local to the national union and the AFL-CIO.

Personal Leave

Excused leave for reasons important to the individual worker regardless of whether otherwise provided for, such as for getting married, sick leave, annual leave, etc.

Picketing

Patrolling near employer's place of business by association or union members (pickets) to publicize the existence of a labor dispute, persuade employees to join the association or union or the strike, discourage customers from buying or using employer's goods or service, etc. Organizational picketing is picketing carried on by the association or the union for the purpose of persuading employees to join the association or union or authorize the association or union to represent them. Recognition picketing is picketing to compel the employer to recognize the association or union as the exclusive bargaining agent for his employees. Informational picketing is picketing directed toward advising the public that an employer does not employ members of, or have a contract with, an association or union, or is treating its employees in an unfair manner when an actual strike is not called.

Ratification

Formal approval of a newly negotiated agreement by vote of the association or union members affected.

Real Wages

Real wages measure changes in earning as compared to inflation. They are usually calculated by dividing the increase in current wages by the rise in the cost of living from a given year in the past, so as to measure how much of the increase in wages is to offset inflation and how much is real progress—hence the term real wages.

Representation Election (Election)

Election conducted to determine by a majority vote of the employees in an appropriate unit (See Bargaining Unit) which, if any, association or union is desired as their exclusive representative. These elections are usually conducted by the State Labor Relations Agency, Municipal or Borough Employee Relations Board, or the National Labor Relations Board,

Retroactive Pay

Wages due for past services rendered, frequently required when wage increases are made effective as of an earlier date, or when contract negotiations are extended beyond the expiration date of the previous agreement.

Right to Work Laws

State laws which forbid collective bargaining agreements to contain union security clauses that require union

Membership. These laws are authorized by Section 1(0) of the Taft-Hartley Act. About 20 states, located mostly in the South and Southwest, have right to work laws.

Scope of Bargaining

The universe of issues included in the collective bargaining procedures, which are usually divided into three categories: mandatory, permissive, and prohibited.

Seniority

Term used to designate an employee's status relative to other employees, as in determining order of promotion, layoff, vacations, etc. Straight seniority is acquired solely through length of service. In qualified seniority, other factors such as ability are considered with length of service. Departmental or unit seniority refers to seniority applicable in a particular section for the plant, rather than in the entire establishment. Plant-wide or company-wide seniority is applicable throughout the plant or company. On a seniority list, individual workers are ranked in order of seniority.

Severance Pay

Payment by the employer to a worker who terminates their employment, either voluntarily or involuntarily.

Sexual Harassment

Any unwarranted and repeated sexual comments, looks, suggestions, or physical contacts that create an uncomfortable working environment.

Shift Differential

Added pay for working during a swing or graveyard shift, graveyard differentials are generally more than swing shift differentials.

Shop Steward (Employee Representative, Union Steward)

A local association or union's representative in a plant or department elected by association or union members (or sometimes appointed by the union) to carry out association or union duties and solicit new members.

Strike (Wildcat, Outlaw, Quickie, Slowdown, Sympathy, Sit-down, General)

Temporary stoppage of work by a group of employees (not necessarily members of an association or union) to express a grievance, enforce a demand for changes in the conditions of employment, obtain recognition, or resolve a dispute with management. A wildcat or outlaw strike is a strike not sanctioned by the association or union and one which violates the agreement. A quickie strike is a spontaneous or unannounced strike. A slowdown is a deliberate reduction of output without an actual strike in order to force concession from employer. A sympathy strike is one of workers riot directly involved in a dispute, but who wish to demonstrate worker solidarity or bring additional pressure upon company involved. A sit-down strike is a strike during which

workers stay inside the plant or workplace, but refuse to work, or allow others to do so. A general strike involves all organized employees in a community or country (rare in the United States). A walkout is the same as a strike.

Strike Deadline

Time set by the association or union for beginning a strike if a satisfactory settlement is not reached. Typically, this is at midnight on the last day of the contract term or the start of the next day's first shift. **Strike Notice** Formal notice of an intention to strike, presented by the association or union to the employer, or to the appropriate federal government agency, such as the Federal Mediation and Conciliation Service.

Strike Vote

Vote conducted among members of an association or union to determine whether or not a strike should be called.

Super-seniority

A position on the seniority list ahead of where the employees would be placed solely on the basis of years of service. Such favorable treatment is usually reserved for union stewards, in order to retain proper union representation for those employees who remain on the job in the event of a layoff. Super-seniority would be provided for in a collective bargaining agreement, and is also frequently granted to elected negotiators.

Unemployment Insurance (Unemployment Compensation)

Joint federal-state program, established in 1935, under the Social Security Act and subject to the standards set forth in the Federal Unemployment Tax Act, under which state-administered funds obtained through payroll taxes provide payments to eligible unemployed persons for specified periods of time. Levels of benefits and tax rates are established by each State.

Unfair Labor Practice

Action by either an employer or union that violates the provisions of national, state, or local labor relations acts, such as refusal to bargain in good faith. An unfair practice strike is a strike caused, at least in part, by an employer's unfair labor practice.

Unilateral Change

A change of a mandatory bargaining subject made by an employer without prior notice and/or bargaining. Unless permitted by the contract, such unilateral changes are unfair labor practices.

Union Label or Card

A stamp or tag on a product or card in a store or shop to show that the work is done by union labor. **Union Security** A clause in the contract providing for the union shop, modified union shop, maintenance of membership clause or agency shop. The check off can also be regarded as a form of Union security.

Union Shop

A workplace in which every worker covered by the contract must become a member of the union or an agency fee payer. New workers need not be union members to be hired, but must join the union within a contractually specified number of days.

Friary Bargaining subject (same as permissive bargaining subject) A subject about which the employer can legally refuse to bargain; for example, the selection of management personnel.

Weingarten Rights

The right of employees to request union representation during investigatory interviews and the right of union representatives to assist and counsel employees during investigatory interviews.

Work Rules (Policies and Procedures)

Rules regulating on—the job standards and conditions of work, often incorporated the collective bargaining agreement when negotiations occur. Work rules are usually negotiated at the insistence of the union to restrict management’s ability to unilaterally set production standards and assign employees as management wants. The union’s goals in establishing work rules are to maximize and protect the number of jobs available to its members, protect the health and safety of employees, and to promote stable work assignments for employees.

Zipper Clause

A provision in a collective bargaining agreement that specifically states that the written agreement is the complete agreement of the parties and that anything not contained therein is not agreed to unless put into writing and signed by both parties following the date of the agreement. The zipper clause is intended to stop either party from demanding renewed negotiations during the life of the contract. It also works to limit the freedom of a grievance arbitrator because the decision must be based only on the contents of the written agreement. then tells me what I should have done and how I should have done it.

Important Websites and Links

UWUA National

www.uwua.net

UWUA Local 1-2

www.uwua1-2.org

EEOC

www.eeoc.gov/eeoc/

FLMA

www.dol.gov/whd/fmla/

NYS WORKMANS COMP

www.wcb.ny.gov/

NY UNEMPLOYMENT INSURANCE

www.labor.ny.gov/unemploymentassistance.shtm

DOT

www.fmcsa.dot.gov/

OSHA

www.osha.com/

WIKIPEDIA LINKS

https://en.wikipedia.org/wiki/Labor_history_of_the_United_States

https://en.wikipedia.org/wiki/Weingarten_Rights

https://en.wikipedia.org/wiki/Just_cause

https://en.wikipedia.org/wiki/Equal_Employment_Opportunity_Commission

https://en.wikipedia.org/wiki/Family_and_Medical_Leave_Act_of_1993

https://en.wikipedia.org/wiki/Age_Discrimination_in_Employment_Act

https://en.wikipedia.org/wiki/National_Labor_Relations_Act

https://en.wikipedia.org/wiki/Labor_Management_Relations_Act_of_1947

https://en.wikipedia.org/wiki/Civil_Rights_Act_of_1964

https://en.wikipedia.org/wiki/Fair_Labor_Standards_Act

ADDITIONAL READING

ADDITIONAL READING (Most are Available on Amazon)

The Legal Rights of Union Stewards by Robert M. Schwartz

Just Cause: A Union Guide to Winning Discipline Cases by Robert M. Schwartz

No Contract No Peace by Robert M. Schwartz

The Labor Law Source Book: Texts of Federal Labor Laws

The Union Steward's Complete Guide: A Survival Guide by David M. Prosten (Editor)

All of these documents, forms, various Company Contracts, HR Policies, Federal and State Laws and decisions are on the Reference DVD that came with this course. Remember to always search your Company Website and the Internet for the latest version these documents and Laws as they are constantly changing. What we included is only a guide, so you know what you are looking for.

We hope you have found this material both educational in helpful.

Remember, you are the Boots on the Ground, the defender of the CBA and the American Worker. It is a thankless job, but one of the most important ones you will ever do. What you do, and how you do it make a difference. Be proud of that, be proud of your Union. We are all in this together.

It takes a village.....

