

Labor's Language: Glossary of Union Terms

Labor agreements, publications, and even officials often use terms that are almost exclusive to the labor arena. To help stewards feel more comfortable operating in this area, "Labor's Language: A glossary of Labor's Terms" is a regular Steward Edition feature.

Pension Benefit Guarantee

Corporation (PBGC): A federal corporation which guarantees that vested participants in private pension plans will receive some pension benefits even if a pension plan becomes bankrupt.

Permanent Replacements: Under current labor law, when employees engage in an economic strike, the employer has the right to hire permanent replacements. After the strike has ended, if there is no back-to-

work agreement reached between the union and the employer, employees replaced during the strike are put on a preferential hiring list and must wait for openings to occur.

Phone Banking: The organized telephoning of large numbers of members to inform them of a union policy or action or to gather information. This is often done by volunteers who come into the union hall and telephone members during a certain time period.

Phone Tree: A network of volunteer members in which one member calls a list of members, each of whom calls another list of members, etc.

Piece Work: A practice of compensating workers by the number of units

completed. The theory is that the faster you work, the more you will get paid. Many workers have learned that if they exceed a certain quota, the piece rate will be lowered.

Plant Rules: Management procedures used to enforce discipline and maintain efficient production. A plant rule may be grieved because it is unreasonable, in conflict with the contract, unknown to workers, or not enforced equitably.

Premium Pay: An extra amount over the normal hourly time rates, sometimes a flat sum, sometimes a percentage of the wage rates, paid to workers to compensate them for inconvenient hours, overtime, hazardous, or unpleasant conditions, or other undesirable circumstances.



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UFCW 876 STEWARDS EDITION

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Local Unveils New Membership Education Effort

Membership Services Representatives to Focus on Union Programs

Local 876 has made developing and implementing new programs designed to enhance the services provided to Local 876 members by their union a top priority for 2008.

"When myself, Rick Blocker, and George Misko took over as your executive officers in late 2006, we brought with us an extensive "to do" list featuring operational improvements and new programs designed to increase the benefits of Local 876 membership," Roger Robinson, the local's president, said. "Despite spending most of 2007 dealing with contentious contract negotiations and the fallout from Farmer Jack leaving the state, we were able to make a dent in our list. During the first half of 2008, we made even greater progress in completing our list, and are currently providing Local 876 members with access to more programs and services than ever before."

To help educate members on the programs and services available to them through their union, and obtain membership input on future programs, Local 876 has expanded its servicing staff to include Membership Services Representatives.

"We have several new programs in

place and would like to see more members take advantage of these great opportunities,"

Robinson said. "We developed the Membership Services position because it is difficult for Union Representatives to regularly talk to members about an increasing number of union programs during their unit visits because they are busy with grievances and helping members solve other workplace issues." It is also Local 876's intent for the Membership Services Representatives to help the union know its membership better by learning what members want from their union.

"The more we know the membership, the better services we can provide to them," Robinson said. "Our goal is to continually do better by the membership."

To insure Membership Services Representatives are not sidetracked into handling workplace problems or contract issues, they have not been trained in these areas. Membership Services Representatives will refer

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Roger Robinson, Local 876 President

members with these types of issues to their Stewards and Union Representatives."

The local urges stewards to consider Membership Services Representatives as an important resource, and work with them to help all members maximize their union membership.

"Stewards can still take any question or issue to their Local 876 Union Representative as their jobs will not change with the addition of the new staff," Robinson said. "In addition, Stewards now have the added resource of the Membership Services Representative to help answer questions about and navigate through union programs, and take suggestions regarding programs back to the local."

Initially, Membership Services Representatives will be assigned to metro-Detroit Kroger, Hiller's and Hollywood stores. As the program is fine tuned, assignments may change to better suit the membership's needs.

U.S. Court of Appeals Rules with 876, Denies Kroger's Appeal in Meat Uniform Dispute

The U.S. Circuit Court of Appeals provided Local 876 with another victory in its ongoing battle with Kroger regarding the laundering of meat department uniforms. In late June, the court ruled against Kroger and upheld the 2007 federal court decision challenging the March 2006 arbitrator's decision in the case.

"The arbitrator ruled that while Kroger could require employees to launder their uniforms, Kroger must pay members for their time and laundering expenses," Roger Robinson, Local 876's president, said. "Kroger challenged the arbitrator's authority to

rule over the payment aspect of the grievance, and asked the federal court to set aside that portion of the decision. The court denied Kroger's request, upholding the arbitrator's entire ruling."

Kroger then appealed the federal court's decision to U.S. Court of Appeals for the Sixth Circuit. Kroger's loss in circuit court leaves only an appeal to the U.S. Supreme Court, which Kroger still has time to file.

Prior to the recent court decision, Kroger decided to limit its financial liability to members for their laundering time and expense, by returning to

its past practice of contracting with an outside firm to perform the service.

"While we are pleased Kroger resumed its practice of laundering meat department uniforms, from July 2003 through March 31, 2008, Local 876 members were saddled with this unpleasant, time consuming, and costly task and they deserve to be fairly compensated for their efforts," Robinson said. "This has been a long struggle, but it is gratifying to have won at every level. Eventually, Kroger is going to have to admit their error and settle this case."

Seven Standards Just What is *Just Cause*

One of the most important elements in a union contract is actually a short sentence, "employees shall be disciplined or discharged only for just cause." In some contracts the words used are "proper cause" or "fair cause" however, the meaning is the same -- employers cannot discipline/discharge workers for any reason (cause), their reason has to be a "just" reason.

A 1966 arbitration decision combined the many concepts employed by arbitrators in discipline cases into a single theory which has become the accepted definition of just cause. The decision established specific guidelines to be applied to the facts of any one case, now commonly referred to as the "seven tests of just cause."

As a rule, if you can answer "no" to any of the seven tests for just cause, the employee was not properly disciplined/discharged and a grievance should be filed.

Seven Tests of Just Cause

1. Was the employee adequately warned of the consequences of his conduct?

The warning may be given orally or in printed form. An exception may be made for certain conduct, such as insubordination, coming to work drunk, drinking on the job, or stealing employer property, that is so serious that the employee is expected to know it will be punishable.

2. Was the employer's rule or order reasonably related to efficient and safe operations?

Was the rule or order given to the employee a reasonable request? The employer's rules must have relevance

to the stated goals of the corporation as well as the employees individual objectives.

Employees do not have the right to disobey a rule or order because they disagree with it. The "work now, grieve later" standard applies to all rules and orders that are not illegal or jeopardize the employee's safety or integrity.

3. Did management conduct an investigation before administering the discipline?

The company must complete a thorough investigation in an attempt to gather all the facts surrounding the case. This should include everything from interviewing employees, customers, suppliers and any other potential witnesses to documents, photos, and even videotapes made by surveillance systems. The burden of proof is solely on the employer.

The investigation should be conducted before the decision to discipline is made. Where immediate action is required, however, the best course is to suspend employees pending investigation, with the understanding they will be restored to their jobs and paid for time lost if found not guilty.

4. Was the investigation fair and objective?

The company's investigation must be inclusive to the employee's rights of representation by the union. At the same time, it must observe the employee's rights under due process. The investigation should be completed in a timely manner and remain objective without rushing to judgement before obtaining all the relevant facts.

5. Did the investigation produce substantial evidence/proof of guilt?

It is not required that the evidence be preponderant, conclusive, or "beyond reasonable doubt," except where the alleged misconduct is of such a criminal or reprehensible nature as to stigmatize the employee and seriously impair his chances for future employment.

While workers have less rights inside the workplace than they would have in civil court, the company must have real evidence, not guesses. The company cannot just try to make a worker prove his or her innocence, without presenting proof of guilt.

6. Were the rules, orders, and penalties applied evenhandedly and without discrimination?

If enforcement has been lax in the past, management cannot suddenly reverse its course and begin to crack down without first warning employees of its intent.

Rules and orders must be handed out evenly and without discrimination. All employees must be operating under the same set of rules or orders. Selective application of the rules is unacceptable. The company must treat all employees equally in order to apply the rules when administering discipline.

7. Was the penalty reasonably related to the seriousness of the offense and the past record?

If employee A's past record is significantly better than that of employee B, the employer properly may give employee A lighter punishment than employee B for the same offense.

UFCW Local 876 2008 Membership Golf Outing

Tuesday, September 23, 2008
Maple Lane Golf Club

33203 Maple Lane Dr. • Sterling Heights, MI 48312 • 586-795-4000

2008 Local 876 Membership Golf Outing Registration Form

Team Captain & Main Contact Registration Deadline 9/9/08

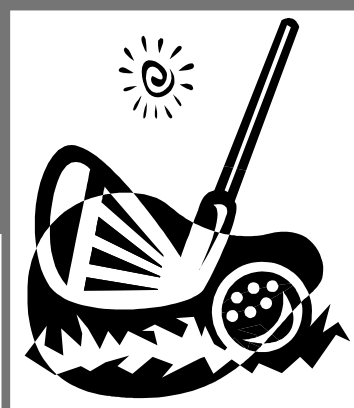
Name _____ Telephone (____) _____

Address: _____

City _____ Zip Code _____

Golfers in foursome (1) _____ (2) _____

(3) _____ (4) _____



\$30

8 a.m. Registration
9 a.m. Shotgun Start

Enjoy a complete day of golf including continental breakfast, 18 holes of golf with cart, contests, awards banquet, BBQ lunch and euchre at the Local 876 Union Hall.

Mail Completed form and payment to: UFCW Local 876 ; 876 Horace Brown Dr., Madison Heights, MI 48071. Checks should be made payable to "Local 876 Membership Golf."