

UPSEU  
Local 1222

Shop Stewards/  
Unit Officers  
Newsletter

SEPTEMBER 2018

United Professional and Service Employees Union

## Local 1222 SHOP TALK



### COMMON GRIEVANCE ISSUES

#### Work now, Grieve later

From time to time, either you or a member may be given a directive by a supervisor that may violate the contract or standard job procedures. It is important to raise the concern with the supervisor and notify the union. Most times, the supervisor will realize the error and withdraw the directive.

But if the supervisor insists that the directive be followed, do it. Later on, a grievance can be filed; but if the directive is refused, the person can be disciplined for insubordination, and an arbitrator will uphold the discipline. Arbitrators reason that when the employer and the union negotiated their grievance procedure, they did so to avoid work disruptions caused by job disputes. The work continues, productivity is maintained, and the problem gets solved later through the grievance procedure.

*The exceptions to this rule are when the directive would put the employee at serious risk of injury or if the worker is being directed to commit a crime. The employee should state that they will not follow the directive and which instance is applicable—and contact the union without delay!*

#### Contract Language Prevails

Often a member will want to grieve an issue despite there being clear language in the collective bargaining agreement (CBA) that goes against his or her position. "I know the contract says we get 20 minutes for lunch," he might say, "but we have been taking 30 minutes as long as I have been here."

As tempting as this argument might seem, you are not likely to convince management or an arbitrator. The CBA is what both sides agreed to. What has been allowed to occur is irrelevant, regardless of how widespread the practice might have become.

Adhering to the language in the contract protects both parties. If the tables were turned, would you want to give up 10 minutes of your lunchtime just because the second shift has been taking only 20 minutes when they are allowed 30?

#### Unilateral Changes on the Job

The management rights clause of your CBA gives management broad authority to run the work in an efficient manner. But that doesn't mean they can make any changes they want without first consulting the union (particularly when it is an established past practice). Even if there is no specific language in your current CBA regarding the proposed change, anything involving wages, hours, and working conditions could be, by law, a mandatory subject of bargaining. Working conditions covers a lot of territory, including both economic and non-economic aspects of the job — even the employer's work rules.

When an employer implements updates, they often bring in new equipment or initiate new work procedures. It is important to contact the union so we can remind the employer of their obligation to negotiate on any change that materially affects the bargaining unit, whether it is specifically mentioned in the CBA or not.

#### Subcontracting

Subcontracting is another issue for negotiation, whether it is mentioned in the CBA or not. Contracting out work ordinarily done by workers in your bargaining unit directly affects their ability to continue to make a living. Arbitrators tend to rule that employers cannot subcontract work in order to avoid the wages promised to bargaining unit workers by the CBA.

#### Who has the Burden of Proof?

There are two types of grievances — those dealing with contract language interpretation and those involving discipline. The important distinction between them is who has the burden of proof, because the side with the burden of proof has a more difficult job.

- In contract interpretations, the union has the burden of proof. We are claiming that the employer has been violating the contract, so we will need to convince them (and if it goes that far, an arbitrator) that our understanding of the contract is correct.

*Article continued on next page*

- In a discipline case, the employer has the burden of proof. They have disciplined someone, and we are demanding that they prove they had just cause for the discipline. If, for example, they can't show evidence that the worker actually did what they accuse him of, then they have not met their burden of proof, and an arbitrator will rule in our favor.

### **Tell the Employer the Remedy you are seeking**

Writing up the grievance is a complex task. But there is one very important point to remember: *You can only get what you ask for, no more.*

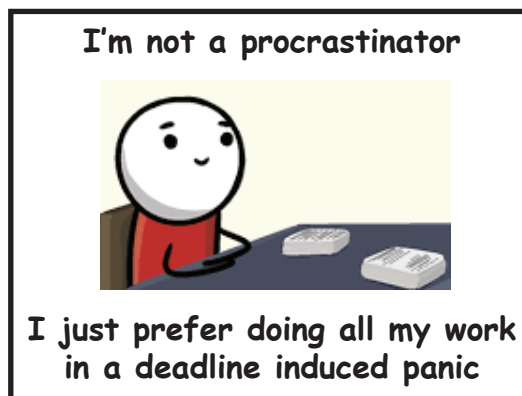
By filing a grievance, you are telling the employer they have done something wrong and they must make it right. If you don't tell them what they must do to make it right, they can admit they did something wrong, but do nothing to make it right.

A useful phrase to remember is "made whole," as in the sentence, "The grievant should be made whole in every way, including being paid the wages not paid while he was on suspension and all benefits accruing by the payment of those wages, specifically pension contributions and sick and vacation hours earned."

Being "made whole in every way" means the grievant should receive anything lost because of management's action. In most situations, it is the maximum a grievant can get. And it is exactly what he or she deserves.

**STAY UNITED  
UNION STRONG**

## **PROCRASTINATION** *Altering Your Mindset & Instituting Discipline*



*Everyone has three weapons in the arsenal for fighting procrastination. Call upon these formidable forces, unleash their power, and reclaim control of your time!*

- **DECISION**

First, it's important to recognize procrastination when you see it and admit that you're guilty. At that point, you can take action to squelch the urge. Decide to begin the steps to stay on course with your obligation. In short, make a commitment and hold fast.

- **DETERMINATION**

Determination is the push that gets you through the late hours, the long days, and the uncomfortable places that make you want to put off your obligation. It's the commitment to see the task through to completion and on time. Although determination is often an innate sense of responsibility, it's also a habit that you can learn, and constant practice keeps it working.

- **DISCIPLINE**

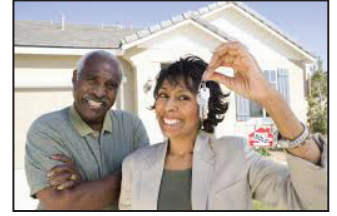
Just as you use discipline to train yourself in other areas - picking up a sport or taking a class; sticking to a time-management plan and schedule planning system; going on a diet or undertaking an exercise plan - your vigilant effort to keep on course with your commitments can serve as a major motivator. Approach your procrastination with the same focus: Discipline yourself to get started and stay on course.

*Time Management for Dummies by Dirk Zeller*

# HOMEBUYERS GUIDE TO STRESS FREE CLOSING

by Morici & Morici, LLP

*Purchasing a home is often a stressful experience for many, but it does not need to be. The process has many procedures and requirements most would never think necessary to simply move into a comfortable place to rest your head. However, rest assured, there is no need to go running scared. This article will provide the essential information needed to prepare and lessen the stress for future home buyers.*



The following is a step by step explanation of the process and individuals involved in order to get you into that new humble abode.

- **PRE- APPROVAL**

Unless you are one of the lucky readers with enough cash on hand to cover the entire price of the home, you are going to have to ask the bank for money. You have two options here: contact banks directly, or obtain a mortgage broker who works to find the best matching bank to provide you the loan. Once you/mortgage broker finds the best matching bank, a pre-approval mortgage amount will be issued. This pre-approval is often required by real estate agents before they begin showing you potential homes. Once you obtain your pre-approval, you are ready to start house hunting.

- **OFFER AND ACCEPTANCE**

Once you have found a home to your liking, as the buyer you will extend an offer to the seller. Although there will often be some “give and take” negotiations as to what is an acceptable contract price for the home, upon agreeing to a final price the real estate agent will circulate what’s called a “deal sheet” to both buyer’s and seller’s attorneys. Therefore, when putting in an offer to purchase a home, you should already have your attorney lined up to expedite the process.

- **BEING “IN CONTRACT”**

Prior to being what’s referred to as “in contract,” the buyer must hire an inspector to perform a home inspection. The inspector will notify the buyer of any major or minor issues with the property. As the buyer, upon receiving the inspection report, go over this report with your attorney and/or real estate agent to make sure this is a suitable home to move into. Upon receiving an acceptable inspection, the seller’s attorney will prepare their desired contract and the buyer’s attorney will negotiate any necessary changes. Once all terms are agreed upon, the purchaser will sign the contract and provide a contract deposit. Upon seller signing contract, you are then officially in contract on your new home.

- **TITLE AND MORTGAGE COMMITMENT**

Once you are officially in contract, your attorney will obtain a title report and survey, while the buyer works towards obtaining the mortgage commitment from the bank.

- **CLEAR TO CLOSE**

Once title is clear and the mortgage company grants a clear to close, the parties will arrange for a mutually convenient closing date. On closing date, the buyer officially has keys to the new home.

When choosing the above individuals to assist you in this transaction, it is extremely important that you trust the individuals involved. When all the above parties work well together, the home buying process will run very smoothly.

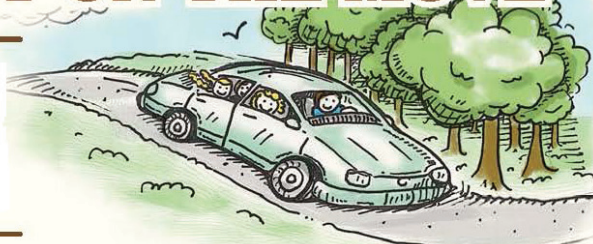
Morici & Morici, LLP is here to help for all of your real estate needs. Whether you are buying or selling, Morici & Morici, LLP has been helping clients buy and sell their new homes for over 35 years. Also, as UPSEU members you receive our high-quality representation at an affordable rate!

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# FOOD SAFETY ON THE MOVE

Hitting the road for a picnic or cookout? Cases of food poisoning peak in warm months, so if you're on the move with food, remember these food safety tips!

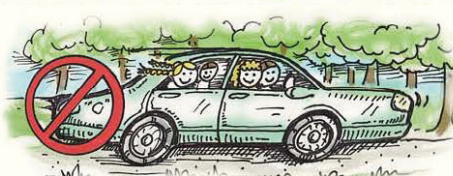


### BRING SOAP TO WASH HANDS



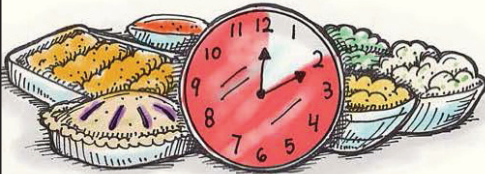
Always wash hands before or after handling food. Soap & water is best, hand sanitizer will do if running water isn't available

### HOT CAR? NO COOLERS IN TRUNK!



Transport coolers in the air conditioned passenger compartment, not in a hot trunk. On a hot day, don't let food sit in the car for more than 1 hour.

### DON'T LET FOOD SIT OUT!



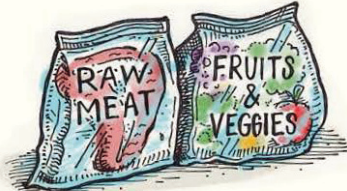
Perishable foods should not be left out of refrigeration for more than 2 hours or 1 hour on a hot day, if over 90 F.

### PACK PLENTY OF ICE



Pack lots of ice or ice packs in your cooler to keep food cold. Leftover food is safe only if the cooler still has ice in it. Otherwise, discard leftovers.

### KEEP RAW MEAT SEPARATE

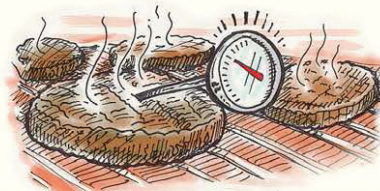


Keep wrapped raw meat and poultry separate from cooked foods, fruits and vegetables.

### REMEMBER!

Most harmful bacteria grow fastest between 90 °F and 110 °F. Keep food chilled in summer – even on the way home from the store!

### USE A FOOD THERMOMETER



Use a food thermometer to make sure your food is cooked to a safe internal temperature and not overcooked. You can't tell by looking!

from [www.fightbac.org](http://www.fightbac.org)



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