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President

UNITED FOOD AND COMMERCIAL WORKERS UNION

**L O C A L 9 1 9**

U.F.C.W.

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Outside Local Dialing Area 1-800-842-2215  
www.ufcw919.org

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JAMES R. WALLACE, JR.  
Secretary-Treasurer

**October 2015**

# Last Chance Agreements

**H**ere's the scene: You're called into the supervisor's office and informed that an employee you represent will be discharged for being under the influence of alcohol — cause for termination under company rules, even though it's the employee's first such offense. The supervisor tells you that the only way you can save the employee's job is to sign a "last chance" agreement. The agreement requires completion of an alcohol abuse treatment program, and failure to complete the program or violating *any* company rule during the next year will result in discharge. Your investigation and the evidence in the case indicates that the employee did indeed come to work intoxicated, and you're convinced you would lose a discharge grievance. Should you sign the last chance agreement?

A last chance agreement, if you haven't encountered the practice before, allows a worker to be given one "last chance" and continue in the job even though management has sufficient reason for termination. Be aware that if you believe you can win a grievance, a last chance agreement is not appropriate. Last chance agreements should be for desperate situations where they're the only way to save a job.

The problem is, if a worker is fired while working under the terms of a last chance agreement, the union has little ammunition with which to fight the discharge. Most arbitrators are only concerned with one issue if such a grievance is filed under a last chance termination: was the agreement violated by the worker? Remember, the union can no longer argue that the worker was discharged without just cause. No more arguing about a lack of warning, that no fair rule existed, that an investigation was unfair, that there was disparate treatment, that the penalty is too

harsh — none of these standard arguments are possible.

Most arbitrators will not lessen a punishment under a last chance agreement that calls for discharge if the agreement is violated. Even if a lesser punishment is appropriate the arbitrator is unlikely to take that route. In one case, an employee with several incidents of alleged insubordination on her record signed a last chance agreement that prohibited tantrums and visual displays of disgust such as rolling her eyes. Soon after signing the agreement she rolled her eyes and slammed a

book down on the counter when a supervisor made a comment to her. While an arbitrator later said he would not normally sustain a discharge for "such a mild display of irritation," he said the worker had violated the last chance agreement. He said he could not mitigate the punishment under the deal, and upheld the discharge.

Last chance agreements can save jobs, but a union should not sign such deals unless they meet certain standards:

- The agreement should have an expiration date, usually no longer than one year.
- The agreement should be removed from the personnel file when it expires.
- The agreement should not make the worker satisfy vague or general expectations.
- Any requirements in the agreement should be directly related to the conduct that is charged.
- The agreement should not deny access to the grievance procedure or the courts.
- The agreement should not make the worker give up any contract rights (for

example, bidding rights, overtime or use of sick leave) or statutory rights, such as guaranteed by federal, state or provincial health and safety, anti-discrimination or other laws.

■ The agreement should not require the release of confidential medical or psychological records (but it may require certification that the worker completed a drug or alcohol treatment program).

The union must negotiate last chance agreements that meet these *minimum* standards or the agreements are not in the best interests of the worker or the union. Punitive last chance agreements that cede too much power to management may just postpone a discharge and undermine the collective bargaining contract.

A last chance agreement can save the job of a worker who has slipped badly and who may be able to correct his behavior with another chance. In some cases, the

shock of the threatened discharge and a last chance agreement will cause the worker to adhere to rules that have been broken. If you can negotiate a good one, you can use a last chance agreement in an appropriate situation.

So what happened to the worker who signed the last chance agreement

to go to alcohol rehab and not violate any company rule for a year? He forgot to wear safety glasses one day and thus violated a company safety rule. He was fired and the arbitrator upheld the discharge because the last chance agreement had been violated: the union had agreed to general terms that were unrelated to coming to work intoxicated. A more carefully written last chance agreement would have saved his job a second time.

**Last chance agreements can save jobs, but be sure they meet certain standards.**

**Bad agreements may just postpone a discharge and undermine the collective bargaining contract.**

## ATTENTION Union Members

- **Change of Address**
- **Change of Beneficiary**
- **Change of Marital Status**

Your Local Union can only Serve a member when we are kept informed of essential information. Your failure to keep us informed prevents us from providing you with benefits and services to which you are entitled.

**1.Address    2.Beneficiary    3.Marital Status**

**YOUR UNION  
IS JUST  
A  
PHONE CALL AWAY**

## UFCW LOCAL 919

GENERAL MEMBERSHIP MEETINGS

**Double Tree** *by Hilton*



**42 Century Drive  
Bristol, CT 06010  
7:00 P.M.**



### MEETING NOTICE

**Monday, March 23, 2015**

**Monday, June 22, 2015**

**JULY & AUGUST - NO MEETINGS**

**Monday, September 28, 2015**

**Monday, December 14, 2015**

**It doesn't cost**

**It pays to  
belong to  
Local 919**

DO NOT HESITATE TO CONTACT YOUR UNION office if you have a problem pertaining to your job or any problem where you feel the Union can help you.

PHONE CALLS	LOCAL	LONG DISTANCE
Union Office .....	860-677-9333.....	1-800-842-2215
<b>Benefit Departments</b>		
Food Division .....	860-677-8118 .....	1-800-842-2214
Non-Food Division .....	860-677-8671 .....	1-800-842-2214
Credit Union .....		1-800-225-3609

[www.ufcw919.org](http://www.ufcw919.org)





**This Year's U.F.C.W. Local 919 Picnic generated \$ 11,347.00.** Thanks to all who attended plus the other Local Unions and Vendors that contributed generously. The Leukemia Lymphoma Society will benefit greatly from our efforts.



# ***BENEFITS NEWS***

**IMPORTANT!!**

**ALL UFCW LOCAL 919 MEMBERS  
FULL AND PART TIME EMPLOYEES OF STOP & SHOP  
OPEN ENROLLMENT  
NOVEMBER 16, 2016 - DECEMBER 16, 2016**

**Open Enrollment is the only opportunity you have to enroll for coverage or change your current coverage level for the calendar year 2016. Contact the Fund Office with any questions or more information 1-860-677-8118 or 1-800-842-2214.**

Part-time employees will be able to purchase medical and prescription drug benefits through the Health Insurance Marketplace (or Exchanges).

If you choose a High Deductible Health Plan, your employer will create a Health Savings Account for you. Each year, your employer will make a contribution to your account, which you will be able to use to pay for eligible health care costs. The amount will be based on your date of hire.

You will also be able to choose from other plan options offered through the Marketplaces. If you choose a plan other than the High Deductible health plan option, your employer will provide you with an Annual Benefit Bonus. The amount of the bonus will be based on your date of hire.

When more details about the Marketplace options are available, you'll be able to compare premium costs, your eligibility for tax subsidies to help pay for coverage, levels of coverage, providers in the networks, and other plan features, so you can choose the right plan for you and your family.

## **What if a Part-Time Employee Works 30 Hours or More Each Week?**

If an employee is classified as a part-time employee by their employer but averages 30 or more hours of service per week (130 hours per month) based on a 12-month look-back period, that employee is not considered a part-time employee under the Fund's new eligibility rules and does not have to purchase medical and prescription drug benefits through the Marketplace. These employees will still be eligible to elect benefit coverage (including medical and prescription drug) through the Fund.

# PROTECT YOUR JOB

## **No store manager should be doing ANY union work!**

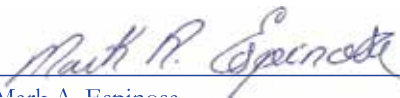
This is a great union and our members need to find the courage to speak out when they are being abused by managers who feel they are above the law and have no respect for your contract!

If you have seen managers doing work a union member should be doing, first make sure you have the facts necessary to prove your case – make a note of the exact job the manager was doing, the time, and any other witnesses who may have been around. Rather than “making waves” yourself, tell your shop steward: It’s his or her job to stand up to management on all our members’ behalf.

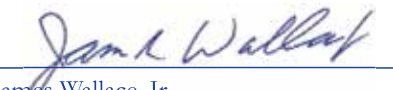
One of the shop stewards’ jobs is to make sure management abides by your contract and that means, among other things, not doing work that is a union member’s responsibility. If your steward is not fulfilling this obligation, then he or she will be removed as a steward. The shop steward position is extremely important and anyone who cannot or will not carry out all the duties involved will not remain in that position. Local 919 takes this very seriously and we want you to let us know whenever a Local 919 steward does not seem to be doing their job!

Brothers and sisters, we must stop managers from taking your pay by doing your jobs! With the information you provide we can obtain the video evidence that will show the manager doing union work. That’s all we need to file grievances and get back pay for any union member who should have been called in to work but was not because the manager was doing the job instead. Remember: Cameras in the stores not only record customers and workers, they also watch the managers! Please work with your stewards and business agents to stop this practice that is stealing work and wages from Local 919 members!

From your Executive Board and your fellow workers  
of United Food and Commercial Workers Union,  
**Local 919**



Mark A. Espinosa,  
President



James Wallace, Jr.,  
Secretary-Treasurer



Maureen Mas,  
Executive Vice President



Thomas J. Bodyk,  
Vice President - #687 S&S



Juliette Sabo,  
Vice President - #673 S&S



Robert Gigiletti,  
Vice President - #606 S&S



S. James Failla,  
Vice President - #688 S&S



Wanda Jablonecki  
Vice President - # 614S&S



Ed Prymaczuk,  
Recorder

**Local 919**  
It doesn't cost - It pays to belong to

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Return Service Requested



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**LOCAL 919**  
UNITED FOOD AND COMMERCIAL WORKERS UNION

**WHEN YOU MOVE ...**  
Please Notify Your Local  
Union Immediately

Nonprofit Org.  
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Farmington, CT