

AFSCME COUNCIL 57 LOCAL 2620

REPRESENTATION POLICY

The purpose of this document is to discuss AFSCME Council 57 Local 2620 ("Union" or "AFSCME") representation in two (2) areas. The first is in grievance and complaints under the Contract-Memorandum of Understanding between the State and the Union. The second pertains to representation in adverse actions. If you have a request regarding some other representation issue not covered by this policy, you should contact your workplace Steward or nearest Staff Representative.

The Union believes that a problem or grievance/complaint at the workplace is best resolved informally, at the lowest possible level, and that trained Stewards is the best person to represent the employee, because he/she knows the workplace, the exact nature of the work, and all the parties involved.

It is also the Union's belief that the employee is obligated to cooperate and share in the process of resolution in terms of time and resources.

GRIEVANCES AND ARBITRATION

The Union, as the exclusive representative, has an obligation under the State Employer-Employee Relations Act (SEERA - Ralph C. Dills Act) to represent employees within the bargaining unit in a fair, thorough and diligent manner in contract grievances. We will attempt to meet this standard, and the procedures that follow will tell you how to obtain representation in grievances and raise questions concerning such matters.

ADVERSE ACTIONS

An adverse action is discipline imposed by the State against an employee. The procedures for appealing an adverse action are set by State Law and Regulations of the State Personnel Board. The Union is NOT obligated to handle these cases under State Law and State Personnel Board Rules. The law and regulations provide that an employee may have any representation he/she wants in these proceedings, whether an attorney or other representative.

The Union will represent all members and fair share fee payers who request representation in connection with an appeal of an adverse action when the Union concludes that its representation will assist the employee, the employee concurs with the Union's approach to the case, and the Union determines it is in the best interest of the Union to represent the employee on appeal.

COMPLAINTS

The term "Complaints" as used herein refers to complaints as defined in Section 5.2.B. of the Bargaining Unit 19 Memorandum of Understanding; that is, "a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by [the MOU] and not under the jurisdiction of the SPB." Per Section 5.2.B. of the MOU, Complaints may only be processed as far as the department head or designee. Employees are free to pursue such complaints on their own, and the Union is NOT obligated to handle these cases.

I. GRIEVANCES

A. Whenever an employee or group of employees in Bargaining Unit 19 believes he/she/they have been adversely affected by a violation of the MOU, he/she/they should immediately inform the workplace Steward of the facts of the violation.

B. If the workplace Steward is unable to represent the employee or there is no workplace Steward, the employee(s) should contact the Chief Steward or the Staff Person in his/her/their area for representation by an AFSCME representative.

C. If after investigation, the AFSCME representative believes that a grievance is warranted, representation of the employee(s) shall proceed in accordance with Article 5 of the Memorandum of Understanding.

D. If at any time during the process the employee(s) fails to keep in contact with the AFSCME representative, act independently, or refuses to follow recommended actions, or otherwise fails to cooperate, the AFSCME representative shall inform the employee(s), in writing of his/her/their obligations. If the issue of lack of cooperation is not resolved to the satisfaction of the AFSCME representative, then the AFSCME representative may cease representing the employee(s) and shall inform the employee(s) in writing that he/she/they are declining further representation.

E. If after investigation, the AFSCME representative believes that a grievance does not exist, he/she shall inform the employee(s). The AFSCME representative shall also inform the employee(s) of the right to file a grievance on his/her/their own, of the time limits of the grievance procedure, and of the right to appeal the AFSCME representative's decision not to pursue the grievance further.

F. If, after receipt of the decision at the first, second, or third level of the grievance procedure or at any other time during the process, the AFSCME representative believes that the grievance lacks merit and should not be pursued, the AFSCME representative shall file the grievance at the next highest level to preserve the time limit for the employee(s) and shall inform the employee(s) in writing of his/her decision not to pursue the grievance further.

G. If the employee(s) disagrees with the decision of the AFSCME representative, he/she/they should file a written appeal with the President within seven (7) calendar days. The President shall direct the appeal to the Appeal/Arbitration Committee. The Appeal/Arbitration Committee will review the merits of the case and issue a decision in writing to the employee(s) within twenty (20) calendar days. In its review the merits of the case, the Appeal/Arbitration Committee, may consult with employee(s), the Steward, Chief Steward, Staff Representative, other involved person(s) or legal counsel. The employee(s) will be notified in writing of when and where the Appeal/Arbitration Committee will meet and of his/her/their right to attend. The appropriate Staff Representative shall be present and the AFSCME representative who handled the representation shall have the right to be present at all Appeal/Arbitration Committee meetings. The Appeal/Arbitration Committee will consider the facts in this case with reference to the decision of arbitrators or other bodies ruling on similar matters, the Union and the employee's interpretations of the agreements or other employment rules, and the cost of continuing the case.

II. ARBITRATION

A. If the grievance is denied at the third level, the Union will petition for arbitration and will inform the employee(s) in writing that it has done so, but has not judged the merits of the case.

B. The Appeal/Arbitration Committee will then meet to decide whether the case merits arbitration. The employee(s) will be notified in writing of when, and where the Appeal/Arbitration Committee will meet and his/her/their right to attend. The Appeal/Arbitration committee will meet with the appropriate Staff Representation and the AFSCME representative present who has handled the case, when it reviews the case and may consult with the employee(s), the Steward, the Chief Steward, other involved person(s), or legal counsel. The Appeal/Arbitration Committee will consider the facts in this and other cases with reference to the decision of arbitrators or other bodies ruling on similar matter, the Union's and the employer's interpretation of the agreement or other employment rules, and the potential impact of an arbitration ruling, and the cost of continuing the case. The Appeal/Arbitration committee will inform the AFSCME representative and the employee(s) in writing within ten (10) days of its decision. If the Appeal/Arbitration Committee is recommending arbitration it will inform the Executive Board and the applicable Northern or Southern Vice-President will requesting funding.

C. Should the employee(s) and/or the AFSCME representative disagree with the decision of the Appeal/Arbitration Committee, he/she/they have the right to appeal the decision in writing (at his/her/their own expense) to the Executive Board. The Executive Board will only review the appeal to assure that the Appeal/Arbitration Committee has discharged its duties and acted in a fair, thorough, and diligent manner in reaching its decision. The Executive Board will provide an answer to the employee(s) and/or AFSCME representative within seven (7) days after reviewing the matter.

III. ADVERSE ACTION APPEALS

A. If a Bargaining Unit 19 employee is served with an adverse action as defined by the State Personnel Board and wishes to have Union representation, the affected individual shall immediately notify the AFSCME representative and/or Staff Representative. The AFSCME representative shall advise the employee to file an appeal and will investigate the facts of the case. If the AFSCME representative determines that because of criminal and/or civil suits pending or other legal matters related to the employment issue, that an attorney may be advisable, the AFSCME representative will advise the employee of the option of obtaining representation by an attorney at his/her own expense. In most cases, the AFSCME representative will represent the employee at the Skelly hearing in order to obtain the discovery information of the case.

B. If, after the Skelly hearing, the State has refused to withdraw the adverse action and the appellant wishes to pursue the matter, the AFSCME representative in consultation with the Steward, and/or the Chief Steward if appropriate, will inform the Executive Committee, through the North or South Vice President, whether the Union will represent the employee in the State Personnel Board appeal process.

C. Before the Union determines whether it will represent the employee in the State Personnel Board appeal process, the assigned AFSCME representative shall conduct an investigation of the merits of an appeal of the adverse action. The employee shall have an obligation to cooperate with the investigation. If after investigation, the AFSCME representative believes that valid

grounds for an appeal do not exist, or that it is otherwise not in the best interest of the Union to represent the employee on appeal of the adverse action, he/she shall inform the employee that the Union has declined to provide representation on the appeal of the adverse action. The AFSCME representative shall also inform the employee of the employee's right to represent him/herself or to have any other representative of his/her choice on the appeal.

In all adverse actions in which the Union agrees to provide representation to an employee, the employee shall execute a representation agreement in the form as in Appendix A, attached hereto.

If at any time the employee wants to retain an attorney, he/she is free to do so at his/her own expense. In such an occurrence, the Union will give the employee a copy of union's file on the matter, and withdraw from representation by notifying the employer and the State Personnel Board. The Union will NOT act as co-representative with an attorney. The Union does not hold itself out to warrant or guarantee that its representation will be the same as that provided by an attorney or other representative. Any employee who decides that he/she wants representation other than provided or offered by the Union, is free to make such arrangements at their own expense. The Union will not act as co-representatives in such cases.

D. If at any time during the process the employee fails to keep in contact with the AFSCME representative, acts independently of the union, refuses to follow recommended actions, or otherwise fails to cooperate, the AFSCME representative shall inform the employee in writing of his/her obligations. If the lack of cooperation is not resolved to the satisfaction of the AFSCME representative, the AFSCME representative may cease representing the employee and shall inform the employee in writing that the Union is declining further representation. The AFSCME representative shall also inform the employee of the employee's right to represent him/herself or to have any other representative of his/her choice on the appeal. In such an occurrence, the Union will give the employee a copy of union's file on the matter, and withdraw from representation by notifying the employer and the State Personnel Board.

E. If the employee disagrees with the decision of the AFSCME representative he/she may appeal by filing a written appeal with the President within seven (7) calendar days. The President shall direct an Appeal/Arbitration Committee to review the decision. The Appeal/Arbitration Committee will then meet to decide whether the case merits continued representation. The employee will be notified in writing of when and where the Appeal/Arbitration Committee will meet to review the case, with the AFSCME representative present who has handled the case. The Committee shall consult with the employee, the Steward, the Chief Steward, other involved person(s), or legal counsel. The Appeal/Arbitration Committee will consider the facts in this and other cases, with reference to the decision of hearing officers, arbitrators or other bodies ruling on similar matters, the Union's and the Employers interpretation of the agreement or other employment rules, evidence of the employee's lack of cooperation, and the cost of continuing the case. The Appeal/Arbitration Committee will inform the AFSCME representative and the employee in writing within ten (10) days of its decision.

F. Should the employee disagree with the decision of the Appeal/Arbitration Committee he/she has the right to appeal the decision in writing (at his/her own expense) to the Executive Board. The Executive Board will only review the appeal to assure that the Appeal/Arbitration Committee has discharged its duties and acted in a fair, thorough, and diligent manner in reaching its decision. The Executive Board will provide an answer to the employee within seven (7) days after reviewing the matter.

G. Appeals of AWOL separations from employment, as described in Article 15.12 of the MOU are subject to Section III of the Representation Policy.

H. Reasonable accommodation complaints to the SPB (per Article 15.10 of the MOU) are subject to Section III, subsections C - F, of the Representation Policy

IV. HANDLING COMPLAINTS

A. If a Bargaining Unit employee wishes the Union to represent him/her in connection with a complaint specifically described in the Bargaining Unit 19 MOU, the employee should promptly notify the AFSCME representative and/or Staff Representative.

B. Before the Union determines whether it will represent the employee in connection with a complaint, the assigned AFSCME representative shall conduct an investigation of the merits of the employee's complaint specifically described in the Bargaining Unit 19 MOU. The employee shall have an obligation to cooperate with the investigation. If after investigation, the AFSCME representative believes that valid grounds for a complaint do not exist, or that the complaint is not specifically described in the Bargaining Unit 19 MOU, or that it is otherwise not in the best interest of the Union to represent the employee in connection with the complaint, he/she shall inform the employee that the Union has declined to provide representation connection with the complaint. The AFSCME representative shall also inform the employee of the employee's right to represent him/herself in connection with the complaint.

V. APPEAL AND ARBITRATION COMMITTEE

The Appeals/Arbitration Panel shall consist of the President, the Northern and Southern Vice-Presidents, the Secretary, and the Treasurer. One member of the Executive Board from the north shall be appointed to serve on the appeals/arbitrations in the north, and one member of the Executive Board from the south shall be appointed to serve on appeals/arbitrations in the south. The applicable Northern or Southern Vice-President shall serve as the Chairperson. The employee(s), member or AFSCME representative shall be told who will be on their Appeal/Arbitration Committee.

A. Appeal / Arbitration committee meetings where the represented individual is allowed to attend shall be held in the north for those who are employed in the north and in the south for those who are employed in the south. Article 5, Section 4 of the AFSCME Local 2620 Constitution shall define North and South for this policy.

B. The Appeal/Arbitration Committee will arrange to meet in an area geographically close to the employee(s), and if recommended by the Northern or Southern Vice President may be provided travel funds to attend the Appeal/Arbitration Committee meeting.

C. An AFSCME representative can be a Steward, Chief Steward or Staff Representative, or other qualified Union member appointed by the President, or Northern or Southern Vice President to act on the Union's behalf. At an arbitration or adverse action the AFSCME representative should usually be a Staff Representative.



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**AFSCME COUNCIL 57 LOCAL 2620
REPRESENTATION AGREEMENT**

I, the undersigned employee in Bargaining Unit 19, hereby agreed as follows:

1. I understand that the procedures for appealing an adverse action are set by State Law and Regulations of the State Personnel Board; that the AFSCME District Council 57, Local 2620 ("Union") is NOT obligated to handle these cases under State Law and State Personnel Board Rules; and that the law and regulations provide that an employee may have any representation he/she wants in these proceedings, whether an attorney or other representative.
2. I understand that the Union does not hold itself out to warrant or guarantee that its representation will be the same as that provided by an attorney or other representative.
3. If at any time I want to retain an attorney or have another representative, I am free to do so at my own expense. In such an occurrence, the Union will give me a copy of Union's file on the matter, and withdraw from representation by notifying the employer and the adjudicating body. The Union will NOT act as co-representative with an attorney or another representative.
4. I understand that I have an obligation to cooperate with the Union in the processing of my appeal/grievance/complaint. I understand that if at any time during the process I fail to keep in contact with the AFSCME District Council 57, Local 2620 representative, act independently of the Union, refuse to follow recommended actions, or otherwise fail to cooperate, the Union may cease representing me in my appeal/grievance/complaint.
5. Should the AFSCME District Council 57, Local 2620 representative inform me that the Union is declining further representation, the Union will give me a copy of the union's file on the matter, and will withdraw from representation by notifying the employer and the adjudicating body.
6. I have received, read, understand and agree to the AFSCME District Council 57, Local 2620 Representation Policy.

Employee Name and Signature:

AFSCME District Council 57, Local 2620
Representative Name and Signature:

Date: _____

Date: _____