



Contract Enforcement Review

Using what you learned in basic training, your experience as a steward, and the attached information - work with your partner to answer the following questions. Be prepared to share your answers with the group.

1. You are an Office Assistant. What is the *name* of your bargaining unit? What is the reference for your answer?

2. What is the subject matter of a Complaint? What is the reference for your answer?

3. What is the subject matter of a Grievance? What is the reference for your answer?

4. What is the process difference between a Complaint and a Grievance? What is the reference for your answer?

5. How do you determine the date of action causing the grievance? What is the reference for your answer?

6. If the grievant is not satisfied with the department's response, how long do they have to file the grievance to DPA? What is the reference for your answer?

7. Stewards can file grievances without a grievant's name. What is the reference for this statement, and when is it important to do so?



8. The Duty of Fair Representation, requiring the union and its representatives to provide fair and equitable representation in matters involving wages, hours and terms and conditions of employment, is referenced in what document?
- a. Contract between the Union and the State
 - b. Ralph C. Dills Act
 - c. SPB Laws and Rules
 - d. U.S. Constitution
9. Stewards and workers should always use state time to discuss, prepare and present grievances. What is (are) the reference for this statement, and why is it important to do so?

ARTICLE 1 – RECOGNITION

1.1 Recognition

- A. (Unit 1) Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-1, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), as the exclusive representative for the Professional Administrative, Financial, and Staff Services Bargaining Unit, hereinafter referred to as Unit 1. Unit 1 consists of all employees in the job classifications listed by title in the salary schedule attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 1 shall be incorporated in the Contract.

ARTICLE 2 – UNION REPRESENTATIVES

2.1 Union Representatives

- A. The State recognizes and agrees to deal with designated Union stewards, elected bargaining unit council representatives, and/or Union staff on the following:
- 1. The enforcement of this Contract;
 - 2. Employee discipline cases, including investigatory interviews of an employee who is the subject of a non-criminal investigation;
 - 3. Informal settlement conferences or formal hearings conducted by the PERB;
 - 4. Matters scheduled for hearing by Victim Compensation and Government Claims Board;
 - 5. Matters pending before the State Personnel Board (SPB);
 - 6. AWOLs and appeals to set aside resignations;
 - 7. Discussions with management regarding denials of reasonable accommodation;
 - 8. The CalHR statutory appeal hearings.
- B. A written list of Union stewards and elected bargaining unit council representatives broken down by department, unit, and designated area of representation, shall be furnished to each department and a copy sent to the State immediately after their designation. The Union shall notify the State promptly of any changes of such stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received.

- C. A Union steward's "area of representation" is defined as an institution, office, or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of representation for several small offices, department, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to the CalHR step of the grievance procedure.
- D. The area of responsibility of the District Labor Council (DLC) presidents and chief stewards shall be all worksites within the DLC. When the area of representation is within close proximity Section C shall be observed, otherwise this leave will be union paid leave.

The union representatives shall provide reasonable advance notice based on the circumstances requiring their representation under 2.1.A.

2.2 Access

- A. Union stewards, Union staff, and/or elected bargaining unit council representatives may have access to employees to represent them pursuant to section 2.1(A) above. Access shall not interfere with the work of the employees. Union stewards, Union staff, or elected bargaining unit council representatives seeking access to employees must notify the department head or designee in advance of the visit.
- B. Access to bargaining unit employees shall not be unreasonably withheld; however, it may be restricted for reasons of safety, security, or patient care including patient privacy. If access is restricted, other reasonable accommodations shall be made.

2.3 Use of State Equipment

- A. Union stewards shall be permitted reasonable use of State phones and video phones (VP)/ telecommunication devices for the deaf (TDD) to make calls for Union representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.
- B. Union Stewards shall be permitted minimal and incidental use of State equipment for representational activities as defined in section 2.1, if said equipment is available and utilized as a normal part of his/ her duties. Such use of State equipment shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.
- C. Union Stewards shall be permitted reasonable and occasional use of fax machines and copiers for Union representation purposes provided that such use does not result in additional cost to the State, nor interfere with State operations.
- D. Use of State equipment or the time used for activities permitted in this section shall be subject to prior notification and approval by the employee's immediate supervisor.

2.4 Distribution of Union Information (Excludes Units 14 and 17)

- A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards will be where they are accessible to employees. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.
- B. The Union may, before or after work hours or during meal and rest periods, distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including patient privacy, other reasonable accommodation will be made in accordance with department procedures.
- C. The Union may continue to use existing employee mailboxes and in-baskets for distribution of literature. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other non-business information.
- D. The Union agrees that any literature posted or distributed on-site will not be libelous, obscene, defamatory, or of a partisan political nature.

- E. The Union shall be permitted incidental and minimal use of State electronic communication systems for communication of Union activities as the departments permit for other non-business purposes.
- F. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.

2.4.14 Distribution of Literature (Unit 14)

- A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards will be installed at reasonable locations. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials must be distributed to the facility or office supervisor at the time of posting.
- B. The Union may, before or after work hours or during meal periods, distribute Union literature in non-work areas.
- C. The Union may continue to use existing employee mailboxes for distribution of literature.
- D. The Union agrees that any literature posted or distributed on site will not be libelous, obscene, defamatory, or of a partisan political nature.
- E. The Union shall be permitted incidental and minimal use of the State electronic communications system, when said equipment is available and utilized as a normal part of the employee's duties, for communication about employee organization activities as those departments permit for other non-business purposes. Use of the electronic communication system will not interfere with the operations of the State nor involve mass distribution of information or materials.
- F. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other non-business information. If required by the department, such information will be provided to a departmental designee in a hard copy format.
- G. Employees may post a Union poster in their work areas on a wall or partition provided that permanent damage is not done to such wall or partition. Said poster must be no larger than twelve (12) inches by eighteen (18) inches. Such posters must not interfere with work, may not be posted in public contact areas, nor may they be attached to State equipment. The parties recognize that some buildings are leased by the State and that such lessor policies may preclude any personal posting. Nothing in this agreement will be interpreted to contravene such prohibitions.

2.4.17 Distribution of Union Information (Unit 17)

- A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards shall be installed where they are accessible to employees. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.
- B. The Union may, before or after work hours or during meal and rest periods, distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including patient privacy, other reasonable accommodation will be made in accordance with departmental procedures.
- C. The Union may continue to use existing mailboxes and in-baskets for distribution of literature. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other non-business information.
- D. The Union agrees that any literature posted or distributed on-site will not be libelous, obscene, defamatory, or of a partisan political nature.

- E. The Union shall be permitted incidental and minimal use of State electronic communication systems for communication of Union activities as the departments permit for other non-business purposes.
- F. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.

2.5 Use of State Facilities

The State will continue to permit use of certain facilities for Union meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required in advance, the Union shall reimburse the State for additional expenses, such as security, maintenance, and facility management costs or utilities, incurred as a result of the Union's use of such State facilities.

2.6 Steward Time Off

Upon request of an aggrieved employee, a steward shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with section 2.1(A) of this Contract, provided the employee represented is in the steward's designated area of representation. Release time for these purposes is subject to prior notification and approval by the steward's immediate supervisor. Upon mutual agreement of the parties, a reasonable number of additional stewards can also be granted reasonable time off under this section.

2.7 Employee Time Off

Employees shall be entitled to reasonable time off without loss of compensation to confer with a Union representative on representational matters at the work site in accordance with section 2.2 above during work hours, subject to approval of the employee's supervisor.

2.8 Union Steward Protection

The State shall be prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against Union stewards, or otherwise interfering with, restraining, or coercing Union stewards because of the exercise of any rights given by this Contract.

Grievances under this section shall be filed at the first formal level of the grievance process. If the allegations are against the employee's immediate supervisor and the immediate supervisor is the first formal level, then the grievance may be filed at the next level of supervision.

2.9 Union Information Packets

Upon initial appointment to any position as a probationary or permanent employee, the employee shall be informed by the employer that the Union is the recognized employee organization for the employee in said classification. The State shall present the employee with a packet of Union information which has been supplied by the Union.

2.10 Orientation

- A. During any regularly scheduled orientation session for new employees, a Union representative shall be given the opportunity to meet with bargaining unit employees for twenty (20) minutes for orientation of the employees to the Contract and the Union.
- B. In work locations not accessible to regularly scheduled departmental orientation, each new bargaining unit employee shall be given the opportunity to meet with a Union representative for twenty (20) minutes during normal working hours for orientation to the Contract and the Union.
- C. It is understood that the twenty (20) minutes is for the presentation and shall not be counted against reasonable state travel time to and from the presentation.

2.11 Bargaining Unit Negotiating Committee Member Time Off

The appropriate bargaining unit chair, vice chair, or a designated negotiating committee member, not all, shall suffer no loss in his/her regular compensation for attendance at scheduled bargaining unit negotiations with management during the term of this Contract.

ARTICLE 6 – GRIEVANCE, ARBITRATION, AND AWOL PROCEDURES**6.1 Purpose**

- A. This grievance procedure shall be used to process and resolve grievances arising under this Contract and employment-related complaints.
- B. The purposes of this procedure are:
 - 1. To resolve grievances informally at the lowest possible level.
 - 2. To provide an orderly procedure for reviewing and resolving grievances promptly.

6.2 Definitions

- A. A grievance is a dispute of one or more employees, or a dispute between the State and the Union, involving the interpretation, application, or enforcement of the express terms of this Contract.
- B. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Contract and not under the jurisdiction of the SPB. Complaints shall only be processed as far as the department head or designee.
- C. As used in this procedure, the term “immediate supervisor” means the individual identified by the department head.
- D. As used in this procedure, the term “party” means the Union, an employee, or the State.
- E. A “Union representative” refers to a Union steward or staff representative or a bargaining unit council representative.
- F. A grievance conference is a meeting that can be held at any step of the grievance process in attempt to settle the grievance.

6.3 Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

6.4 Waiver of Steps

The parties may mutually agree to waive any step of the grievance procedure.

6.5 Presentation

At any step of the grievance procedure, the State representative, grievant(s), Union Representative or the Union Steward may request a grievance conference. The grievant(s) and steward(s) shall attend without loss of compensation.

6.6 Informal Discussion

An employee's grievance initially shall be discussed with the employee's immediate supervisor. Within seven (7) calendar days the immediate supervisor shall give his/her decision or response.

6.7 Formal Grievance – Step 1

- A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than thirty (30) calendar days after the employee can reasonably be expected to have known of the event occasioning the grievance.
- B. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with the person designated by the department head as the first formal level of appeal. Said grievance shall include a statement as to the alleged violation, the specific act(s) causing the alleged violation and the specific remedy or remedies being sought and may request a grievance conference. Upon request, the parties shall meet within ten (10) days of receiving such a request to discuss settlement of the grievance. Unless otherwise agreed, the timelines set forth in Article 6 shall not be changed as a result of the scheduling of such meeting. The grievant(s) and steward(s) shall attend without loss of compensation.



- C. Within thirty (30) calendar days after receipt of the formal grievance, the person designated by the department head as the first formal level of appeal shall respond in writing to the grievant. A copy of the written response shall be sent concurrently to SEIU Local 1000 headquarters by the department head or designee.
- D. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Contract.

6.8 Formal Grievance – Step 2

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within thirty (30) calendar days after receipt to the department head or designee.
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the department head or designee shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to SEIU Local 1000 Headquarters.

6.9 Formal Grievance – Step 3

- A. If the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within thirty (30) calendar days after receipt to the Director of the CalHR or designee. The Union shall concurrently send a copy of the grievance appeal cover letter to the affected department(s).
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the CalHR or designee shall respond in writing to the grievance.

6.10 Response

If the State fails to respond to a grievance within the time limits specified for any step, the grievant shall have the right to appeal to the next step.

6.11 6.11 Formal Grievance – Step 4

- A. If the grievance is not resolved at Step 3, within thirty (30) calendar days after receipt of the third level response, the Union shall have the right to submit the grievance to arbitration. If the grievance is not submitted to arbitration within thirty (30) calendar days after receipt of the third level response, it shall be considered withdrawn.
- B. Within fifteen (15) calendar days after the notice requesting arbitration has been served on the State, the Union shall contact the State to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator within forty-five (45) calendar days after the request to select an arbitrator has been served, the Union may request the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to both parties a panel of nine (9) arbitrators. Within fifteen (15) calendar days after receipt of the panel of arbitrators from the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service, the Union shall contact the State in writing and request to strike names from the panel. The parties shall have ten (10) business days to meet and alternately strike names until only one name remains and this person shall be the arbitrator.
- C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties, unless the parties mutually agree to a different arrangement.
- D. An arbitrator may, upon request of the Union and the State, issue his/her decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion, or award in writing and that a copy be provided.
- E. The arbitrator shall not have the power to add to, subtract from, or modify this Contract. Only grievances as defined in section 6.2 (A) of this article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.