

STEWARD HANDBOOK



Alaskans Working For Alaska!

Developed by ASEA/AFSCME Local 52, AFL-CIO
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ANCHORAGE
1577 C Street, Suite 201
Anchorage, AK 99501
Phone: 277-5200
Toll free: 1-800-478-2732

JUNEAU
318 4th Street
Juneau, AK 99801
Phone: 463-4949
Toll free 1-800-478-0049

FAIRBANKS
542 4th Avenue, Suite 226
Fairbanks, AK 99701
Phone: 452-2300
Toll free 1-800-478-2305



Alaskans Working for Alaska!

**Congratulations on becoming an
ASEA/AFSCME Local 52 Steward!**

The job of a steward is the most challenging, most rewarding, and most important job in our union. That's because you are on the front lines of our fight to protect our members' rights and bring fair and decent treatment to the workplace.

Stewards have an immeasurable impact on the members' faith and belief in the union. In the eyes of most State of Alaska Employees, you are the union. The steward is the one person our members see every day when they go to work. Members and non-members alike form their opinions about the union's effectiveness based, in large part, on the actions of their steward. Those opinions then have a ripple effect. They play a big part in your co-workers decision to become an active union member.

“Stewards are the Backbone of the Union.”

A union's strength comes from good, old-fashioned hard work. It comes from you, the steward, carrying out a number of roles: leader, organizer, communicator, representative, educator and problem solver. You will earn *management's* respect. Your union – will be stronger and better able to protect workers' rights and fight for improvement in wages, hours, working conditions and quality of life on the job. You are the backbone of ASEA/AFSCME Local 52.

Thank you for taking up these challenges that confront our union in the 21st century. Take great pride in being an ASEA/AFSCME Local 52 steward.

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**Section 9.00.000 of the
ASEA/AFSCME Local 52, AFL-CIO
Policies and Procedures**

9.00.000 STEWARDS

The following procedures apply to all chapters.

9.01.000 GOALS

- A. To adhere to the principles set forth in the ASEA/AFSCME Local 52 Constitution and the AFSCME Constitution, especially regarding the rights of all members to due process and the presumption of innocence until proven guilty.
- B. To ensure that stewards perform their duties in a responsible, knowledgeable, and effective manner.
- C. To ensure that stewards fulfill their “duty of fair representation” to each and every member, without exception.

9.02.000 DUTIES AND RESPONSIBILITIES OF STEWARDS

The duties and responsibilities of stewards shall be as prescribed in the most current ASEA/AFSCME Local 52’s and AFSCME International’s Stewards Handbook.

9.03.000 TRAINING OF STEWARDS

- A. All stewards will receive ASEA/AFSCME Local 52 or AFSCME steward training. It is the responsibility of ASEA/AFSCME Local 52 professional staff to provide mandatory statewide basic and advanced steward training at least every six (6) months.
- B. The steward must take the mandatory basic training within six (6) months after being elected or appointed in accordance with 9.05.000.C.3. Only the Business Manager may excuse an absence. Two (2) consecutive unexcused absences from either a basic or advanced training opportunity following election or appointment shall result in decertification as a steward.
- C. Following basic training, the steward shall complete at least four (4) hours of advanced steward training annually. Failure to complete annual advanced training for two (2) unexcused consecutive training opportunities when offered by the Union shall result in decertification of the steward.
- D. Chapter Chief Stewards shall provide training on an interim basis. The ASEA professional staff will provide a training module for this purpose. Interim training does not substitute for mandatory basic and advanced statewide training.
- E. When possible experienced and trained stewards should mentor less experienced stewards to provide continuity of service to members and aid in the training of stewards.

9.04.000 GUIDELINES FOR STEWARDS (Procedures)

- A. When working on members’ cases, it is strongly recommended that stewards work in pairs. This allows a primary and secondary steward to function on each case, provides a “witness” at key meetings, and the secondary is available whenever the primary steward is not available.

- B. It is the duty of stewards to develop and maintain a detailed case file of written records and notes to effectively represent the member. Stewards should take extensive notes during any meeting with management.
- C. The steward's duty and role is to be an advocate for the member and not to be concerned with their personal relationship with management. The steward's primary job is to protect and defend the rights of every member.
- D. If a member is in error, it is appropriate for the steward to provide counseling and to inform the member of the potential repercussions. This counseling must always be conducted in private and not communicated to management in any way.
- E. On termination or written resignation as a steward, all confidential steward files shall be conveyed to the appropriate business agent or Union office.
- F. On termination or written resignation as a chief steward, all administrative files relating to the duties, decisions, and chapter stewards shall be transferred to the successor chief steward. If the former chief steward continues to serve as a steward, they shall retain the confidential steward files. On termination of service as a steward, the confidential member files will be conveyed in accordance with 9.04.000.E.

9.05.000 SELECTION AND DISTRIBUTION OF STEWARDS

- A. The general policy of the Union is that there should be at least one (1) GGU steward per thirty (30) GGU members. Chapters with less than thirty (30) members shall have a steward. The City of Sitka shall have no more than six (6) stewards.
- B. To be eligible to become a steward, a member must be in good standing with ASEA/AFSCME Local 52 for at least one (1) year. On-call, short-term non-permanent employees are not eligible to become a steward.
- C. Each chapter's executive board is responsible for conducting elections of stewards within the following general policy guidelines.
 - 1. The ASEA/AFSCME Local 52 Business Manager (or designee), through the secretary or chief steward of each chapter, will provide a list of eligible voters.
 - 2. Public notification must be given no less than fifteen (15) days in advance of the election of stewards.
 - 3. In the event the required number of stewards is not filled by an election, then the chief steward may appoint stewards with the approval of the chapter executive board and verifying members' status with Union professional staff.
- D. The steward's term of office shall expire three months after the expiration of the 3 year Collective Bargaining Agreement. In the event a steward does not complete the term, the chapter chief steward may appoint a steward in accordance with 9.05.000.C.3.
- E. The Business Manager will provide a current list of GGU stewards to the State Department of Administration, and a current list of municipal stewards to the City of Sitka.

9.06.000 STATEWIDE STEWARD STRUCTURE

9.06.010 Chapter Steward Committee

- A. Each chapter shall have a steward committee.
- B. Stewards in a chapter shall make up the Chapter Steward Committee.
- C. The Chapter Steward Committee shall have a Chief Steward elected by the stewards from the Chapter Steward Committee.
- D. All chapter stewards work under the general direction of the chapter chief steward and the ASEA/AFSCME Local 52 professional staff.
- E. The Chief Steward's term of office shall run concurrently with his/her term as an elected steward.
- F. In the event a chapter has only one steward that steward shall be the Chief Steward.

9.06.020 Statewide Chief Stewards Committee

- A. The Union shall have a Statewide Chief Stewards Committee whose mission is to communicate and exchange information pertaining to steward issues.
- B. The Statewide Chief Stewards Committee shall be made up of the chapter chief stewards.
- C. The Statewide Chief Stewards Committee shall have a chair who shall be elected by a majority of the Chief Stewards. Election of a chair will be conducted by the committee during the first meeting of each calendar year. If the chair position becomes vacant, the committee will hold a special meeting to elect the chair.
- D. The Statewide Chief Stewards Committee shall meet via teleconference at least twice each calendar year.

9.06.030 Member Action Team

- A. Member Action Team (MAT) shall be in place in the chapter using the MAT structure.
- B. Stewards and union officers shall be part of MAT.

9.07.000 DISCIPLINE AND REMOVAL OF STEWARDS

9.07.010 Steward Review Panel

- A. The Statewide Steward Review Panel shall consist of the Chief Stewards from Anchorage, Fairbanks, Juneau and one (1) from Rural and one (1) from Bush. The rural and bush members shall be selected by their regional Chief Stewards.
- B. A quorum of three (3) members is required.
- C. The Chief Steward who is from the region where a complaint occurs shall be excluded from that panel.

9.07.020 Procedures

- A. Complaints against a steward.
 - 1. The Chairperson of the Statewide Stewards Review Panel will select two (2) or more panel members to investigate written complaints received. The Panel shall request a written response to the complaint by the steward involved.
 - 2. Steward Review Panel members will not investigate complaints or vote on issues involving their own work units, divisions, or departments within the region of their designated seat.
 - 3. Upon completion of the investigation, the Panel will make a written decision whether to charge the steward or dismiss the complaint. A decision will be based on the merit(s) of the complaint(s) and will require the concurrence of at least two (2) panel members.
 - 4. The Panel will submit all charges and recommendations to the Statewide Chief Stewards Committee and Business Manager in writing, with a copy sent to the charged steward. Charges need to provide specific reference to names, dates, places, and the grounds for complaint. The Chief Stewards Committee shall conduct a hearing to consider the action to be taken. A quorum of seven (7) is required to conduct the hearing and take action. The steward shall have full due process rights. A steward who is charged shall have the right to a hearing before the ASEA/AFSCME Local 52 Judicial Panel.
- B. In the event a complaint is brought against a chief steward, it is to be submitted to the ASEA/AFSCME Local 52 Judicial Panel.
- C. A steward **may** only be dismissed as a steward for a violation of **Article X** of the AFSCME Constitution, or for the failure to perform their duties and responsibilities as a steward.

INTRODUCTION

The presence of an effective steward positively affects member attitudes in many areas. A study, conducted by the *Wilson Center for Public Research*, found that members who have effective stewards are:

- ❖ Significantly more likely to feel the Union is effective in helping obtain job-related improvements.
- ❖ Much more likely to feel their steward cares about them.
- ❖ More likely to approve of complaint/grievance-handling and to file complaints/grievances.
- ❖ Much more likely to turn to the Union – rather than to Management – to solve contract-related problems.
- ❖ More optimistic about the negotiating ability of their Local.
- ❖ More likely to see the importance of the Union’s organizing efforts.
- ❖ More likely to volunteer to participate in union activities.

The contents of this Steward Handbook have been developed to help you become an effective steward — regardless of your particular work situation. A wealth of information is packed into these pages – everything from rights & responsibilities to grievance handling skills and legal issues.

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**RIGHTS AND RESPONSIBILITIES OF AN ASEA/
AFSCME LOCAL 52 STEWARD**

A Steward is:

- | | |
|-------------------------|-----------------------|
| 1. A Workplace Leader | 3. An Organizer |
| 2. A Representative of: | 4. A Communicator to: |
| a. the Union | a. the Union |
| b. the Worker | b. the Worker |
| | c. Management |

Our Collective Bargaining Agreement and Law Vest Certain Rights in our Stewards:

1. ASEA/AFSCME Local 52 may have approximately 250 stewards (1 steward for every 30 members statewide, not just your worksite).
2. Stewards have super seniority after they have been a steward for six (6) months.
(See Article 2.02 E)
3. Only stewards recognized and identified by the Union shall have these rights.
4. Stewards may use up to nine (9) hours of steward time per month to:
 - a. Communicate with members¹
 - b. Handle disputes
 - c. Handle complaints (Article 15)
 - d. Handle grievances (Article 16)
 - e. Classification complaints (Article 17)
 - f. Assist with evaluation appeals (Article 18)
 - g. Participate and Investigate (Articles 15, 16, 17, & 18)
 - h. Participate in steward training
 - i. Communicate with the Union/business agents in (Articles 15, 16, 17, & 18)
 - j. Assist union business agents
 - k. Use State equipment for items a. j. (above)

Stewards may:

1. Confidentially communicate with members and the Union.²
2. Engage in protected concerted activities of the Union.
3. Be required to disclose information obtained as a worker, but not as a steward.

¹ As a steward, you have state time to communicate with members, however, members do not. They need to communicate on their break, lunch or before/after hours.

² The State e-mail system is not a confidential communications network.

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THE FOUR “HATS” OF THE STEWARD

ASEA/AFSCME Local 52 members bring different skills, abilities, strengths and experiences to the job of Union Steward. Some of you are terrific organizers while others are great at motivating people. Some enjoy representing members in the grievance procedure and others eagerly tackle on-the-job issues by developing new tactics and strategies. With your energy, enthusiasm and commitment, ASEA/AFSCME Local 52 Stewards play a key role in creating a vigorous local union.

THE STEWARD AS A LEADER

GGU members look to the Steward as a leader in the workplace. They turn to the Steward when they are seeking information, or when they need some help in solving a problem. To be a leader, the Steward must understand the diversity of our union’s membership (cultural, racial and gender differences); and promote unity and solidarity to confront Management’s attempts to divide workers.

EARNING CREDIBILITY

As a steward you must have *credibility* (defined simply as being “worthy of belief or trust”) with union members, co-workers, and with the managers and supervisors with whom you attempt to address workers’ concerns and problems. Usually, credibility isn’t easily granted – it must be earned over time.

LISTENING

You must be *able to listen* to the problems, concerns and issues of members and coworkers. Listening is a skill that must be learned and practiced.

MOTIVATING

Stewards must be *able to motivate* members to take action to address concerns and solve problems. Stewards who try to “do it all” become over-burdened, overwhelmed, stressed out and are not involving other members of the Union. A local union’s strength is directly related to the amount and kinds of activities in which members are involved.



EARNING CREDIBILITY

- ❖ **Be honest...** be a straight shooter with members, co-workers, and *managers*; a steward who bluffs, misleads or skirts the truth won't remain credible for very long. **BE REALISTIC!!**
- ❖ **Be reliable...** when you are asked a question and you don't know the answer, say "I don't know" – then get the information and get back to the person as soon as possible. When you say you are going to do something, follow through.
- ❖ **Be knowledgeable...** know the contract, the work rules and policies, co-workers in your area, supervisors and managers and the issues impacting the people you work with etc.
- ❖ **Be supportive...** when co-workers approach you with their concerns and complaints, offer understanding, encouragement and help or guidance in addressing their problems.
- ❖ **Be committed...** to your union and its goals – gaining respect, dignity and fair treatment on the job, and providing a voice in determining working conditions.
- ❖ **Be discrete...** always protect the member's privacy – keep discussions to a minimum with co-workers and anyone not directly involved in the complaint or grievance procedure.

LISTENING

- ❖ **Pay attention...** to what the member or manager is saying.
- ❖ **Show interest...** in the issue, problem or complaint that is being described; maintain eye contact.
- ❖ **Concentrate...** don't fake attention or allow yourself to be distracted.
- ❖ **Don't interrupt...** it's impossible to listen when you are also talking.
- ❖ **Ask questions...** if you are unclear, confused or don't understand something a person is saying.

MOTIVATING

- ❖ Lead by example.
- ❖ Build relationships of trust and solidarity over time, so that you have a solid foundation when you ask people to do a specific task or take part in an activity.
- ❖ Talk to members one-on-one – it's more effective, for example, than asking for volunteers at a group meeting.
- ❖ Be a visible union presence on the job. A good first step is to wear a steward button at work every day.
- ❖ Greet new members the first day on the job. Let them know of ASEA's New Member Orientation held weekly in all 3 union offices as listed:

Anchorage – (277-5200 or 800-478-2732) – **Every Tuesday at Noon or 4:45 pm**

Fairbanks – (452-2300 or 800-478-2305) – **Every Tuesday at 12:00 pm**

Juneau – (463-4949 or 800-478-0049) – **Every Wednesday at 12:15 pm**

Have them call their local office to sign up.

- ❖ Talk about the importance of being a member of the Union and answer any questions a new member may have about the Union or about the job.
- ❖ Know the work area you most often represent — where members work, what shift.

THE STEWARD AS A COMMUNICATOR

The Steward is the hub of the communications wheel. Information is constantly transmitting back and forth along the spokes of this wheel.

A strong union depends on this information flow. Union officers, stewards and members are always making decisions on how to address problems and on actions needed to create a better workplace. The greater the quantity and quality of this flow of information the better those decisions will be.

THE STEWARD AS A REPRESENTATIVE

The Steward represents employees in the grievance and complaint procedure. In addition, there are several other times when you become a representative, including:

- ❖ In informal problem-solving efforts and discussions with management.
- ❖ In interactions with local union officers, giving voice to employee views and concerns.
- ❖ On the flip side, the Steward represents local union leaders when he/she passes on to members, union related information and objectives.

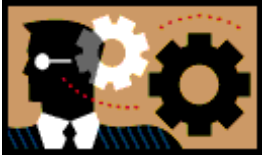


THE STEWARD AS AN EDUCATOR

Being a union educator is an ongoing task. You should ***know your contract***, issues affecting your fellow members and all about the Union. But having a head full of information is only the first step. Just as important is your ability to share knowledge and information in a way that helps the members understand how and why issues affect them. Informed and educated members become active members.

- ❖ Know the Contract – The contract contains the wages, hours and working conditions agreed to by the Union and management. It is the primary source of employee rights on the job. Keep it handy for referral. However, no one has the contract memorized!
- ❖ Specific workplace rules – Which may be found in such documents as Supervisors manual, institutions policy and procedures manuals etc.
- ❖ Union structure Know the names of ASEA/AFSCME Local 52's officers and other stewards; the committees that may be in place and the names of committee chairs; the date, time and place of membership meetings, the phone number of the local union office, member benefits and services provided by the local and the International.
- ❖ Union direction and goals Be familiar with the Unions objectives (for example, stopping privatization, passing legislation that helps workers); the Unions values, (protecting a worker's right to respect, dignity and fair treatment on the job); and the Union's mission, increasing on-the-job rights and protections; and improving wages and working conditions.

- ❖ Union positions on issues and how issues affect employees. Stay informed on issues affecting ASEA Local 52 members by reading union publications, and by utilizing the AFSCME Local 52 web page at www.afscmelocal52.org. While providing information on issues is a good first step, educating workers on how an issue affects them is a crucial second step.



THE STEWARD AS A PROBLEM SOLVER

Different problems arise on the job almost every day. *“The supervisor is doing this, or not doing that”*; *“Co-workers are doing this, or not doing that”*; *“The administrator is not doing what he promised”*; or, *“The administrator is doing exactly what he promised not to do”*.

- ❖ The Grievance Procedure is the *formal* problem-solving process found in the contract. It has precise steps for stewards, business agents and managers to follow. Yet the grievance procedure has drawbacks; first, some problems may not be covered by contract language; second, it takes time to process a grievance through the steps of the procedure, bringing to mind the old phrase, *“justice delayed is justice denied”*. As an example, if a grievance proceeds all the way to arbitration, the entire process can take as long as eighteen months to two years.
- ❖ Informal discussions with management can often successfully resolve workplace problems. The workers’ representative (the Steward) can do this. This could be done before (or instead of) filing a grievance (when there may be a better chance to solve the problem). **IT IS ALWAYS BEST THAT A PROBLEM GETS RESOLVED AT THE LOWEST LEVEL POSSIBLE.** However, you must remember your timelines. A grievance has got to be filed *within 15 working days* of the action, regardless if meetings with management have been or will be held. It is important to note that if a grievance reaches Step II, the response will be based on how the decision will affect the entire Department. If the grievance reaches Step III, that response will be based on how the decision will affect the entire GGU membership.
- ❖ Finally, as a steward you should not be afraid to get creative and look for action oriented solutions for workplace issues and problems. Meet with your fellow workers and brainstorm ideas.

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STEWARDS' ROLES WITH MEMBERS



THE STEWARDS ROLE WITH NEW MEMBERS

Meeting new members and introducing yourself as Steward is a first critical step in building union solidarity. Current accurate membership lists are important not only to the continuation of the Union for dues purposes, but also for organizing around issues.

As a condition of employment, all bargaining unit members are required to either, become a member of the Union and pay union dues, or pay an agency fee to the Union equal to the amount of the dues. New members do this by completing a GGU Authorization for Payroll Deduction Form, for union dues/fees (refer to Exhibit I).

The State of Alaska is obligated to notify new members that they have ten (10) working days to contact their union. However the State should not provide the payroll deduction form to new members. If you hear of the State providing this form to members please contact your Business Agent immediately. The Union, through the Steward and New Member Orientation, is responsible for providing this form to new members.

Notify your Management Consultant, Human Resources Specialist, Administrative Assistant or Office Assistant who processes new hire paperwork that, as a steward, you need to be notified when GGU employees are hired (this includes nonpermanent employees).

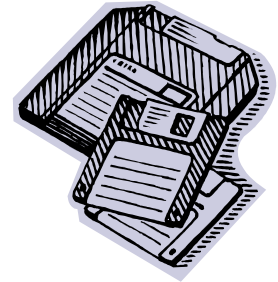
You may fax, mail or bring the completed GGU Authorization for Payroll Deductions form to the Union office or have the new member fax, mail or bring it to the address listed on the form (see *Exhibit I*). Inform the new member of the Union's New Member Orientation program, a notice for this may be posted on the Union bulletin board (see *Exhibit II*).

New members have thirty (30) days from their date of hire to complete and submit the GGU Authorization for Payroll Deductions form. It is important to inform the new member on the job that if this form is not received in a timely manner, the employee may need to pay a portion of their initial dues by check. They can monitor their pay stub for dues withdrawal and contact ASEA Headquarters in Anchorage at 1-800-478-2732 to determine if there are dues owed. It is important for everyone's benefit that members remain in good standing and not become in arrears (past due) with their dues.

If an employee is leaving your job site and transferring to another, let them know to monitor their paystubs for a couple of pay periods in order to ensure that dues are still being deducted. If dues are not still being deducted or the member has questions regarding this please have them call their local Union office.

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YOU ARE NOT ALONE AS A STEWARD YOU HAVE MANY RESOURCES



- ❖ **Your primary resource is your Business Agent. Business Agents are professionals who deal with contract issues every day.**
- ❖ **Experienced stewards are your other best asset. A current listing of ASEA Stewards can be located on the ASEA Local 52 website.**
- ❖ **Don't be afraid to ask questions.**
- ❖ **The Union office is full of useful resources.**

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THE UNION BULLETIN BOARD

The Union Bulletin Board is a convenient way of broadly disseminating information to your members. Members will read it if it is:

- ❖ Neat, Attractive, Interesting and Informative.
- ❖ Identifiable as the ASEA/AFSCME Local 52 Union Bulletin Board with a colorful banner heading.
- ❖ More than just a location for people to place want ads and/or other bits of paper.
- ❖ Current.

Here are some ideas to help you manage your bulletin board:

- ❖ Remove outdated information regularly.
- ❖ Make changes every couple of weeks.
- ❖ Update with current versions/reprints of the material you use. You can get current versions of the material by going online to the ASEA Local 52 website or by contacting the Union field office in your area and asking for current copies of the Solidarity Update, Member Benefit brochures, etc.*
- ❖ Use eye-catching material but also include less eye-catching but very informative material.
- ❖ Put up signs neatly. They can say things like “Need a copy of the Union contract?”
- ❖ Look through the AFSCME magazine and clip out interesting and relevant articles for the bulletin board. Change the articles as the issue becomes outdated.
- ❖ If you are seeking input on a particular issue, put up a notice saying so. Give people names of union members who they can give their ideas and concerns to.
- ❖ Use cartoons if appropriate. Don’t use ones that poke fun at any particular groups, etc. (especially if they could be considered offensive).
- ❖ The purpose of the bulletin board is to inform, to educate, to encourage organizing and to build the Union in a positive way.

* See Exhibits III, IV, V and VI for copies of notices and sample notices to post.

If you have any concerns or questions about the suitability of items to be put up, don't put it up without checking with the Union office. What you put up reflects on the Union and ASEA is considered to be the initiator of items on the Union bulletin boards. Ask if you have any doubts.

Guidelines for bulletin board usage as set out in a memo dated July 8, 2008 from Commissioner Annette Kreitzer, are as follows:

"The state bulletin boards are for the sole use of the State as the Employer and all matters on the State bulletin boards will be of a professional nature. Generally these will have the required notices to employees, information about human resources contacts and occasionally policy notices. They might also have meeting notices and material particularly pertinent to employees in the office in which the board is located. These boards will contain no union information, either pro or con and no information or matters of a personal nature."

"The Union bulletin boards are for the sole use of the Union and its members. Guidelines set out in the contract govern the use of union bulletin boards. The Unions are responsible for monitoring these boards. However, management will remove material from these boards that is profane, indecent or libelous."

Employer and public bulletin boards, if available, should be used for anything other than ASEA union business.

THE MOST IMPORTANT ITEMS ON YOUR WORKSITE BULLETIN BOARD ARE THE:



- ❖ **Work site Steward name(s) and contact information**
- ❖ **Phone number for your local union office**

If you don't have a sign, make one, or ask your Business Agent, or the Union Public Relations/Communication Specialist to provide you one (see Exhibits IV and V).

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VOLUNTEERS: THE ART OF KEEPING 'EM HAPPY

“Unions are built on relationships, and those close relationships come from talking to people.”

Kathleen Rideout, Secretary, AFSCME Local 60

- ❖ **Inclusion** – A sense of being part of what’s going on, of not being an outsider.
- ❖ **Control** – Ability to control the pace or work, to have some influence in decision making, at least over their own task.
- ❖ **Appreciation** – Some recognition for their efforts and activities.



In order to foster a sense of inclusion, ask for members’ ideas and opinions. Have meetings of the whole work team. It may take a bit longer to get the job done, but members will feel more a part of the group and may be more willing to volunteer again.

Allow volunteers some control over how they do their work. Give them a task and let them work out how they want to do it. Supervise through helpful attention, but don’t look over people’s shoulders all the time, insisting they do things one particular way.

Volunteers need to get some reward for volunteering – some token of appreciation and thanks. Ways to express appreciation might include:

- Personal thank you notes
- Public recognition at meetings
- Mention and photo in newsletter
- Framed certificates of appreciation or plaques and /or
- The opportunity to attend training programs or conferences.

WHEN A MEMBER ASKS

“WHAT DOES THE UNION DO FOR ME?”

Collective Bargaining Agreements

- ❖ Union Stewards
- ❖ Grievance procedures
- ❖ Increased job protections and benefits

Representation

- ❖ Individual grievances
- ❖ Individual complaints
- ❖ Group complaints
- ❖ Class Action grievances
- ❖ Classification reviews
- ❖ Performance evaluation rebuttals and/or reviews
- ❖ Performance incentive denials

Legislation

- ❖ Funding of salary increases
- ❖ Funding of insurance benefits and other benefits
- ❖ Supports legislature favorable to union members
- ❖ Opposes legislature that is not favorable to union members



Let the member know what they can do for their union

Get Involved

- ❖ Assist the Steward
- ❖ Attend a union training
- ❖ Attend a union activity – a meeting or rally, Labor Day
- ❖ Assist a pro-labor candidate

WHERE DOES YOUR DUES MONEY GO?



Each member working pays a minimum \$5.00 base in dues, plus a progressive percentage of their base wage earnings. Dues are deducted each pay period from your pay after submission of a completed GGU Authorization for Payroll Deductions Form. There are five (5) major categories into which your monthly dues are divided, they are as follows:

⇒ **MEMBER SERVICES (35%)**

Steward and Officer training, the Solidarity Update and ASEA in Action publications, membership elections, public relations, lobbying for issues important to our members, internal and external organizing, and member committees are some of the activities funded by this portion of your dues.

⇒ **OPERATING EXPENSES (35%)**

This portion of your dues is used to ensure that you have representation on worksite issues. The Business Agents, who represent you on worksite issues, file grievances and arbitrations to enforce our contract, and protect your job are funded by this portion of your dues. This category also includes the general operating expenses of the Union.

⇒ **AFSCME PER CAPITA (22%)**

A portion of your dues goes to AFSCME International so we can access their services that are of benefit to our membership. These services include, but are not limited to, the following; member training on work related issues; assistance in steward and officer training; monetary and staff support for internal and external organizing and lobbying the U.S. Congress on issues that are important to all public employees.

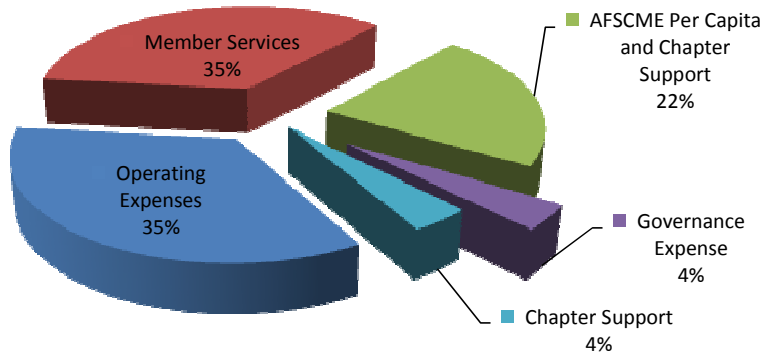
⇒ **GOVERNANCE EXPENSE (4%)**

The direct member involvement in determining the policy of the ASEA and AFSCME International is included in this category. The costs of the ASEA State Executive Board, the ASEA Biennial Convention, and the delegates to the Biennial AFSCME International Convention are activities that provide for ASEA Members to determine the policy of your Union.

⇒ **CHAPTER SUPPORT (4%)**

This portion of your dues is returned to the 19 ASEA Chapters. Chapters determine how to use this money. Chapters conduct elections for their officers and stewards, hold informational and worksite meetings, participate in local events such as parades and marches, provide assistance to non-profit organizations, and hold Chapter member picnics.

Dues Allocation Percentages - 2010



WHO ESTABLISHED THE DUES?

The Members – In accordance with the ASEA/AFSCME Local 52 Constitution, the dues rates shall not be adjusted except by a simple majority vote of the members voting.

WHAT DO I GET FOR MY DUES?

In general terms, your dues buys job security, improved working conditions through collective bargaining, contract enforcement and a host of other benefits. These benefits are a result of the many hard-fought battles won by your Union.

HOW ARE MY DUES DETERMINED?

The dues rates for individual bargaining unit members shall be

Base dues of \$5.00 per pay period, PLUS

1% of the base wage earnings up to and including \$833.00

1.05% of the base wage earnings above \$833.00 up to and including \$1,667.00

1.10% of the base wage earnings above \$1,667.00 up to and including \$2,500.00

1.15% of the base wage earnings above \$2,500.00 up to and including \$3,333.00

1.20% of the base wage earnings above \$3,333.00 up to and including \$4,167.00

1.25% of the base wage earnings greater than \$4,167.00 for that pay period

You can calculate your dues by going to www.afscmelocal52.org and clicking on 'New Members' then choosing 'Dues Formula & Calculator.' If you would like more information about the ASEA/AFSCME Local 52, contact your union officers, shop stewards, or staff in one of the following Union offices or visit our website at www.afscmelocal52.org.

Anchorage
1577 C Street, Ste 201
Anchorage, AK 99501
907-277-5200
1-800-478-2732

Fairbanks
542 4th Avenue, Ste 226
Fairbanks, AK 99701
907-452-2300
1-800-478-2305

Juneau
318 4th Street
Juneau, AK 99801
907-463-4949
1-800-478-0049

**WHERE DOES YOUR DUES MONEY GO?
AND
WHAT DOES THE UNION DO FOR ME?**

QUIZ

Members don't always know what the union does for them behind the scenes. Because they pay a portion of their wages for this representation, it is important the stewards as well as staff from ASEA can adequately answer these inquiries. Let's test your knowledge...

1. The dues you pay each pay period is allocated to five different items in order to represent members. Please rank the following five items 1 – 5, 1 being the one that gets the highest amount from dues and 5 being the item that gets the lowest amount of dues money.

- _____ AFSCME PER CAPITA
- _____ OPERATING EXPENSES
- _____ CHAPTER SUPPORT
- _____ MEMBERSHIP SERVICES
- _____ GOVERNANCE EXPENSE

2. True or False: The Members of ASEA/AFSCME Local 52 established the dues structure.
3. Name three things that AFSCME does that is for the benefit of members:
4. True or False. The dues money I pay gives me job security.
5. True or False: Members have no say into what is negotiated into our contracts?
6. True or False: I can't do much to help the membership if I am not a steward.
7. True or False: Stewards have to attend training once a year.
8. True or False: The only way I can voice my opinion about a Legislative issue is to attend political action meetings.
9. True or False: The Legislature has no involvement in collective bargaining.

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Alaskans Working For Alaska!

1577 C Street, Suite 201, Anchorage, Alaska 99501 • Phone (907)277-5200 • Fax (907)277-5206

E-mail: aseahq@afscmelocal52.org • Website: www.afscmelocal52.org

Leave Donations

Employees are allowed to donate annual/personal leave to and receive donations of annual/personal leave to and from employees in the GGU or to and from those employees represented by a different union or are non-covered employees. (*Reference Article 25.02.D and/or 26.09 of the Collective Bargaining Agreement and Letter of Agreement 11-GG-170 between the State of Alaska and ASEA*).

- A. Each GGU employee wishing to donate annual/personal leave will fill out, date and sign an SOA leave slip showing the amount of leave to be donated subject to a minimum of two (2) hours. The leave slip will have written along the bottom, or in the space provided, “Leave donated to (employee name, employee ID number).”
- B. Until the new time and attendance system is implemented, leave slips will be the standard form for the donation of personal leave.
- C. Donors will submit leave slips to the Division of Personnel & Labor Relations Payroll Supervisor for the department in which the donee (the leave recipient), is employed or donations will be submitted through the online time and attendance system, when implemented. **Do not submit the leave slip to any Union office.**

NOTE: *A current listing of Division of Personnel Payroll Supervisors, their respective departments and contact information can be found at <http://doa.alaska.gov/dop/EPIC/employeeCallCenter> (from there, click on ‘Contacts for the Division of Personnel’).*

Leave donations will be posted in the order received to the recipient’s donated leave account as needed. Donations will not be posted for use in a pay period prior to that in which received. Once an employee returns to work, if after three (3) pay periods in which the donee does not require the use of donated leave, the leave donated and not used by the donee shall be returned to the donor.

NOTE: *For donated leave to be processed in a current pay period leave slips must be received by the State by the last day of the pay period (15th and end of the month).*

- D. The Division of Finance will convert the donated leave to dollars at the annualized hourly rate of the donor. That dollar amount will be converted to leave at the annualized hourly rate of the recipient and the appropriate hours of leave will be added to the recipient's donated leave account for use as sick leave. The total amount of leave credited to the recipient's donated leave account shall not exceed 300 hours during the life of the current Agreement. **Donated leave may not be used until all accrued personal, annual, sick and/or medical leave have been exhausted.**
- E. Once the Division of Finance has completed the above process, the State will not be obligated for further processing or liabilities resulting there from. Once the donation has been transferred to the recipient, the donation cannot be withdrawn, modified or otherwise returned to the donor's leave account except as otherwise provided under Article 26.09.C. Leave donations will not reduce the mandatory leave usage requirements established in the Collective Bargaining Agreement. **Upon the death of an member, any unused donated leave shall be paid in cash to the employee's beneficiaries at the employee's annualized hourly rate.**

UNDERSTANDING LEAVE BENEFITS

FAMILY LEAVE - Reference Article 25.08 & 26.12 of the CBA

Members may be granted family leave, if a qualified member has exhausted all accrued personal, sick leave and donated leave before entering a leave without pay request. A member may retain up to 37.5 hours in their personal leave for use upon return.

- A MEMBER MAY BE REQUIRED TO RECERTIFY THE QUALIFYING REASON FOR REMAINING ON FAMILY LEAVE.
- A MEMBER MAY BE REQUIRED TO PROVIDE A FIT-FOR-DUTY STATEMENT BEFORE RETURNING TO WORK.

EMERGENCY LEAVE BANK - Reference Article 26.13 of the CBA

Members who elect to contribute seven and one-half (7.5) hours of personal or annual leave may participate in this plan. The purpose of this plan is to provide help to members faced with a serious, unexpected emergency that meets the general FMLA guidelines. Open enrollment is during the month of November every year, effective for the time period December 1 through November 30 of the following year.

If a member wishes to participate they must complete the Emergency Leave Authorization Form and fax or mail the form to the ASEA Headquarters in Anchorage, within 30 days from their date of hire OR DURING THE MONTH OF NOVEMBER. *Currently enrolled members need to notify ASEA in writing if they do not want to continue to be a participant in the Emergency Leave Bank, during this period.* New members have 30 days after date of hire to enroll or must wait until the next open enrollment. You can access the enrollment form by going to the ASEA website at www.afscmelocal52.org and clicking on 'Leave' in the menu on the left side of the page.

MEDICAL LEAVE BANK - Reference Article 26.03 of the CBA

Eligible members in the bargaining unit who are covered by the provisions of this Article may use the bank in accordance with Article 26.04 B Sick Leave of the CBA.

OTHER APPROVED ABSENCES - Reference Article 25.07 & 26.14 of the CBA

Upon application and approval by their supervisor, a member may be granted leave of absence without pay. Such leave will not exceed twelve (12) continuous months.

CATASTOPHIC LEAVE - Reference Article 26.03 of the CBA & ASEA Policy 42.00.000

The GGU Catastrophic Medical Leave Bank is used to help maintain health plan premium coverage. Only GGU members who have exhausted their annual and sick leave, personal leave, individual medical bank leave and all donated leave shall be eligible for Catastrophic Leave. Members who have exhausted their Family Medical Leave Act entitlements but who remain entitled under the Alaska Medical Leave Act, shall have first access to available leave. Requests must be made as soon as possible but no later than the 2nd business day following the end of a pay period. Requests will be reviewed/approved by

the Union designee and the required information will be transmitted by the Business Manager to the Director of Human Resources, regarding members' number of hours to be used. If the member does not use the hours within ninety (90) days, the hours will be returned to the bank, the only exception is if the member dies, in which case the unused Catastrophic Medical Leave will be paid out as if it were sick leave.

FUNERAL LEAVE – Reference Article 26.06 of the CBA

Members will be excused from work and allowed to use up to thirty-seven and one-half (37.5) hours of leave to attend the funeral and make arrangements for immediate family.

The first to be used is personal leave time, then banked sick leave time. If no leave is available then leave without pay will be used. Immediate family is: spouse, children, stepchildren, father, mother, father and mother-in-law, sister, brother, grandparents and grandchildren.

BUSINESS LEAVE – Reference Article 25.09 & 26.08 of the CBA & ASEA Policy 15.00.000

Business Leave is an asset of the Union and is to be used for legitimate union business only in accordance with the collective bargaining agreements of those bargaining units that are represented by ASEA/AFSCME Local 52, subject to applicable state laws.

Withdrawal requests from the Bank will be for purposes of compensation of bargaining unit members for absences due to contract negotiations and formulation, meetings, conventions, trainings sponsored by the ASEA, attendance at arbitration or other hearings as witnesses for the Union, and other like purposes as may be determined by the Business Manager.

Requests for use of Business Leave must be preapproved by the ASEA Business Manager or such other person as designated by the Business Manager.

The original leave slip shall be presented to ASEA by the bargaining unit member upon completion of the Union approved activity. ASEA will submit the approved Business Leave slip to the State.

LEAVE CASH-IN – Reference Article 25.01 & 26.07 of the CBA

Members having in excess of thirty-seven and one-half (37.5) hours of personal leave can, upon written request to the Employer, receive payment for accrued but unused personal leave, as long as the member will still have a balance of 37.5 hours remaining in the bank. Payment will be made no later than one pay period after the request is made.

SICK LEAVE – Reference Article 25.02 of the CBA

Sick leave shall be granted by the department or agency only in the following instances: At the discretion of the supervisor, an employee may be granted sick leave for a medical or dental appointment or illness or injury of the employee, within the employee's immediate family that requires the attendance of the employee or where the employee's presence on the job could jeopardize the health of fellow employees. The employee may be required to support said absence with a physician's certificate. Employees will not be required to provide a physician's certificate for illness of less than three (3) days unless improper use is suspected. The supervisor may require a doctor's certification showing that the employee is required to be in attendance.

COURT LEAVE – Reference Article 25.04 & 26.10 of the CBA

Members who are called to serve as a juror or subpoenaed as a witness shall be entitled to court leave. This leave must be supported by written documents such as a subpoena, or a marshal's statement of attendance. Members shall turn over to their employing departments all monies received from the court as compensation for service and in turn they shall be paid their current salary while on Court Leave. Graveyard/swing shift members shall be placed on day shift for the duration.

MILITARY LEAVE – Reference Article 25.05 & 26.11 of the CBA

Members who are leave eligible who are members of a reserve or auxiliary component of the United States Armed Forces, including the Organized Militia of Alaska is entitled to a leave of absence without loss of pay, time, or performance rating, without regard to other compensations earned during the period on all days during which the member is ordered to training duty as distinguished from active duty with troops or at field exercises or for instruction, or search and rescue mission. This leave may not exceed sixteen and one-half (16.5) working days per year, starting December 16 and ending December 15. For physical examination this leave shall not exceed three (3) working days.

INJURY LEAVE – Reference Article 29.03 of the CBA

Members who have suffered a workplace injury as a result of a physical assault will be granted paid leave of absence up to a maximum of 1,000 hours. If the absence is more than 1,000 hours payment for the absence shall be made solely as prescribed by the Worker's Compensation Act, and the personal leave provisions of this Agreement. To obtain this leave an injured employee must fill out the Injury Leave Bank Application form within 10 days after the assault and sent to the ASEA Headquarters in Anchorage, within the 10 day period. The member must not have previously exhausted the maximum paid leave period for injury leave.

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**UNION
REPRESENTATION:
THE BASICS**

MEMBER INFORMATION SHEET
COMPLAINT AND GRIEVANCE PROCEDURES*³

ARTICLE 15 – COMPLAINT PROCEDURE (Any controversy or disagreement arising between the Union or an employee(s) and the Employer which does not concern the application of interpretation of the terms of the CBA	ARTICLE 16 – GRIEVANCE PROCEDURE (Any controversy or dispute involving the application or interpretation of the terms of the CBA arising between the Union or an employee(s) and the Employer
Step 1 Filed within fifteen (15) working days of action or inaction to first level supervisor outside of GGU. Response due within ten (10) working days of receipt of Step 1 filing.	Step 1 Filed within fifteen (15) working days of action or inaction to first level supervisor outside of GGU. Response due within ten (10) working days from the date of receipt of Step 1 filing.
Step 2 Filed within ten (10) working days (of receipt of Step 1 response) to Management Consultant of the Department. Response is due within fifteen (15) working days of receipt of Step 2 filing.	Step 2 Filed within ten (10) working days (of receipt of Step 1 response) to Management Consultant of the Department. Response due within fifteen (15) working days of receipt of Step 2 filing.
Step 3 Filed within fifteen (15) working days (of receipt of Step 2 response) to Commissioner of Administration. Upon request a meeting may be convened of the Union, State and Complainant(s). Response is due within twenty (20) working days of receipt of Step 3 filing or meeting, if held.	Step 3 Filed within fifteen (15) working days (of receipt of Step 2 response) to Commissioner of Administration. Response due within twenty (20) working days of receipt of Step 3 filing.
Decision of Commissioner is final and concludes the complaint appeal.	Step 4 Filed within twenty (20) working days (of receipt of Step 3) to Director of Division of Personnel for arbitration arrangements. <hr/> Disciplinary Grievances resulting from dismissals, ‘for cause’ demotions or suspensions in excess of thirty (30) days shall be filed at Step 2 within fifteen (15) working days of action or inaction.
EXTENSIONS MAY BE GRANTED AT EACH STEP IF NECESSARY TO EITHER PARTY DUE TO LEAVE, SICKNESS, SCHEDULING CONFLICTS, ETC...	EXTENSIONS MAY BE GRANTED AT EACH STEP IF NECESSARY TO EITHER PARTY DUE TO LEAVE, SICKNESS, SCHEDULING CONFLICTS, ETC...

³ For full text refer to Articles 15 and 16 of the Collective Bargaining Agreement

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GRIEVANCE AND COMPLAINT HANDLING

Our negotiated contract is the Steward's most important document. It contains the wages, hours, working conditions and *rights* of bargaining unit members. But management sometimes "forgets," or "misinterprets" what they agreed to at the bargaining table. To help address these management violations of employee rights, the contract contains a grievance procedure, Article 16. For issues that are not violations of the contract, the contract contains a complaint procedure, Article 15. Almost every work day stewards hear complaints about something on the job. To help you determine whether or not there is a viable complaint or grievance, there is a six step formula that you can follow when handling any workplace problem.

1. Identification:

Know the definition of a grievance versus a complaint. A grievance is a violation of a contract Article or Section. A complaint is a problem that is not a violation of the contract (refer to the following page of this manual and/or Article 15.01.A of the contract for the definition). **Know the time lines for filing** (see page 31).

2. Investigation:

Use the 5 W's" rule

- Who was involved?
- What happened?
- Where did it happen?
- When did it happen?
- Why did it happen?



3. Documentation:

Collect all available evidence and use that which supports your case. Collect as much information as you can. You can never be sure *which* piece of evidence will turn the case in your favor. Be aware of the evidence that does not support your case.

4. Preparation:

Review all your evidence; fill in any gaps you discover. Distinguish between allegations and opinions on the one hand, and facts on the other (*Example: Allegation – "George gets most of the overtime." Fact –George worked overtime on the 7th, 14, 21, and 28th of last month for a total of 16 hours*). Speak with the affected member or members. They may have never filed a grievance or complaint before and will not know what to expect of the procedure.

5. Contact your Business Agent:

The contract provides that Step one may be filed by the employee or steward, steps beyond that must be filed by the Business Agent. Bounce the issue off your Business Agent and keep them in the loop. If an employee or a steward files Step one, **it is very important that a copy is received by the Union in order to preserve timelines and to follow-up with management on the issue.**



6. Presentation:

If a meeting with management is determined to be a first step *prior* to the filing, anticipate management's arguments, questions and point of view. Know ahead of time how both you and the member will respond. **REMEMBER** – If this option is used, the 15 working day timeline for filing is not waived. In other words the Step one must be filed within 15 working days of the action or inaction, not 15 working days from the date of the meeting.

Article 15.01.A. defines a complaint as:

A complaint is defined as: (1) any controversy, dispute or disagreement arising between the Union or an employee(s) and the Employer that does not concern the application or the terms of this agreement, or (2) is the appeal of the discharge, demotion or suspension of a probationary employee not holding permanent status in another classification or (3) is a controversy, dispute or disagreement with respect to long-term nonpermanent employment. Such matters are not included in the definition of grievances as set out in Article 16...

EXAMPLE – A permanent employee has verbally complained to his/her supervisor that a co-worker is causing a distraction by playing their radio too loud. The supervisor has not resolved the situation. A complaint would be filed because there is not contract language that covers this circumstance.

Article 16.01A. defines a grievance as:

Any controversy or dispute involving the application or interpretation of the terms of this Agreement arising between the Union or an employee or employees and the Employer...

EXAMPLE – An employee submits a leave slip to his/her supervisor for a two week vacation to be taken three months later. The supervisor refuses to sign the leave slip without a reasonable explanation. A grievance would be filed because there is contract language that covers this type of situation.

Important!

Disciplinary Grievances: Because disciplinary grievances resulting from dismissals, ‘for cause’ demotions, or a single suspension in excess of thirty (30) calendar days are entered at Step 2 of the grievance procedure, they must be filed by a Business Agent. If a member receives this discipline, contact a Business Agent immediately.

Class Actions Grievances or Group complaints: Because class action grievances or group complaints are filed with the first level supervisor having jurisdiction over all affected members, they may require filing at Step 2 or 3. Contact a Business Agent immediately.

See Exhibits VII, VIII, IX and X for Instructions for filling out complaint/grievance forms and for copies of the complaint/grievance forms.

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WHAT IF THERE IS NO GRIEVANCE?

Not every employee complaint is a legitimate grievance. After conducting a thorough investigation and consulting with other stewards and a business agent, you may conclude that management has not violated the contract, work rules, policies, or done anything that falls within the definition of a grievance. In these cases, what should the Steward do?



What to do if it's a Gripe, Not a Grievance:

- ❖ Inform the worker of your conclusion.
- ❖ Provide the employee with the opportunity to explain why he/she thinks a grievance should be filed — based on the contract or work rules or other criteria for filing a grievance.
- ❖ Even in cases where it might not be appropriate or effective to file a grievance, it is likely that a problem still exists. Attempt to work with the employee and look at ways to resolve the problem or discuss the issue with other employees to see if a broader problem exists.
- ❖ Work with the employee — and other workers if the issue affects them — to develop an action plan to solve the problem.

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OBEY NOW – GRIEVE LATER

A general rule that arbitrators apply is that workers are expected to follow management's instructions and directives. If the worker believes the instruction to be unfair or a violation of the contract, he/she can file a grievance at a later time. Arbitrators have customarily held that failure to follow management directions can lead to the employee being disciplined for insubordination.

There are two recognized exceptions to the “obey now, grieve later” principle. Employees may refuse a supervisor's order when they believe that following the order would either 1) result in them doing something illegal; or 2) put them in “imminent danger”.



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DISCIPLINE OR NOT?

What are the differences between a disciplinary letter which can be grieved under the just cause standard and a non-disciplinary letter? Letters of Warning (LOW), Reprimand (LOR) and Suspension (LOS) are disciplinary letters while Letters of Instruction are not. Sometimes it is not easy to tell the difference. Here are some general guidelines on the differences:



Warning/Reprimand/Suspension: A warning, reprimand or suspension letter serves as notice of known misbehavior. It is accusatory and it ultimately becomes a part of an employee's personnel file. The accusatory nature and its inclusion in a personnel file make the letter disciplinary. Because it is disciplinary, it is subject to pre-disciplinary notice, union representation rights and subsequent employee appeal rights through the grievance procedure.

The text of the warning, reprimand letter contains two basic elements: (1) the offense: what happened, when and where it happened, how the Employer knows it happened and why it was wrong, and (2) the punishment: what will happen if the employee commits the same or a similar offense.

Instruction: In contrast a Letter of Instruction is not disciplinary. It is not accusatory. It is not placed in an employee's personnel file, however it is placed in the supervisors working file.

The text of a Letter of Instruction communicates knowledge, teaches, and gives facts, information or direction. Inherent in an instruction letter is its informative and instructive manner of specifically explaining how to accomplish or handle a particular practice of policy matter.

A Letter of Instruction should never threaten possible future disciplinary action.

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DISCIPLINE INVESTIGATIONS

1. Under the terms of our Collective Bargaining Agreement there must be “Just Cause” to administer discipline (Articles 4 and 14).
2. The seven elements of “Just Cause” are as follows: (see page 45 for full text)
 - Notice
 - Reasonable Rule or Order
 - Investigation
 - Fair Investigation
 - Proof
 - Equal Treatment
 - Penalty

Off Duty Misconduct, resulting in discipline or discharge has four (4) additional elements:

- damage to the Employer’s business or reputation or both;
- unavailability of the employee (incarceration);
- impact of grievant’s reinstatement on fellow employees; and
- unsuitability for continued employment in light of misconduct

3. If an employee is accused of wrongdoing and if discipline is expected, the member has a right to representation in the investigative interview, this is called the *Weingarten* right, named for a 1975, U.S. Supreme Court decision.

Applicability of *Weingarten*, Three Key Tests:

- a. Does the employee have a reasonable basis to believe that discipline may result?
- b. Does the interview come under a *Weingarten* exclusion? (No questions are asked, discipline is not a prospect)
- c. Has the employee requested representation?

4. The remedy for a *Weingarten* violation is to reduce or remove any discipline.
5. If you participate in such an interview, your role is to help the employee understand management’s questions and articulate a response. Take good notes or record the meeting.
6. If you are asked to represent a member in an investigation and you do not believe that you can objectively represent the member then you should contact a Business Agent or another steward.

7. What are the elements of a fair investigation?
- a. All sides to the dispute must be considered;
 - b. The employee was on notice;
 - c. The investigator follows up on all information provided;
 - d. All documentary, physical, and medical evidence is obtained;
 - e. The investigation is pursued in a timely manner;
 - f. The member provided due process rights:
 - the right to be informed of the charges
 - the right to confront accusers,
 - the right to answer charges, and
 - the right to union representation
 - g. Employees do not have to cooperate, but most arbitrators take the view that the employee must cooperate in any investigation;
 - h. Three possible consequences of a failure to cooperate in a disciplinary interview are:
 - may add to appearance of guilt
 - may affect the remedy (the Employer will rely on the information they have without the members input), and
 - may be regarded as misconduct or insubordination
8. If at all possible, tape record investigative meetings even if the Employer is making their own recording. Recordings are useful in many ways. They eliminate the “he said/she said” problem that can arise after the meeting has taken place. When transcribed the parties have a written verbatim accounting of the investigative meeting. During the grievance process they can be used as a constant reference. During an arbitration hearing they can be used as an exhibit. Recorders are available at the three union offices.
9. Under the terms of our Collective Bargaining Agreement members do not have to submit to breathalyzer, blood, urinalysis, or lie detector tests, unless required by federal or state law.

A PRACTICAL APPROACH: SEVEN KEY TESTS TO JUST CAUSE

- 1. NOTICE:**
Did the Employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct.
- 2. REASONABLE RULE OR ORDER:**
Was the Employer's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might properly expect of the Employee?
- 3. INVESTIGATION:**
Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management? *The State of Alaska issues a Letter of Allegation that states what the allegations are, directing the employee to attend an investigative meeting to respond to those allegations and notifies the employee of the right to union representation.*
- 4. FAIR INVESTIGATION:**
Was the Employer's investigation conducted fairly and objectively?
- 5. PROOF:**
At the investigation, did the "judge" obtain substantial evidence or proof that the Employee was guilty as charged?
- 6. EQUAL TREATMENT:**
Has the Employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?
- 7. PENALTY:**
Was the degree of discipline administered by the Employer in a particular case reasonably related to; (a) the seriousness of the Employee's *proven* offense; and (b) the record of the Employee in his service with the Employer?



*From: Just Cause the Seven Tests,
Koven, Smith & Farwell,
Bureau of National Affairs Books, 1992*

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TESTS FOR DETERMINING IF AN EMPLOYER HAS JUST CAUSE FOR DISCIPLINING AN EMPLOYEE

While there is no specific definition of “just cause,” a sort of “common law” has developed from the decisions of arbitrators in discipline cases. The definition consists of a set of guidelines or criteria that are applied to the facts of any one case. The criteria are set forth below in the form of questions.

A “no” answer to any one or more of the following questions normally signifies that just cause did not exist. In other words, “no” means that the disciplinary decision contained some element(s) of arbitrary, capricious, unreasonable, or discriminatory action to such an extent that the discipline is an abuse of managerial discretion and is either unwarranted or should be modified.

The answers to the questions must be well documented. Keep in mind that the facts in any particular case can vary a great deal. These questions are guidelines to be used in reviewing discipline cases and are not hardened standards.

The Questions

1. Did the Employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee’s conduct?

- a. Said forewarning or foreknowledge may have properly been given orally by management or in writing through the medium of typed or printed sheets or books of shop rules and/or of penalties for violation thereof.
- b. There must have been actual oral or written communication of the rules and/or penalties provided to the employee.
- c. A finding of such communication does not in all cases require a “no” answer to Question No. 1. This is because certain offenses such as insubordination, coming to work intoxicated, drinking intoxicating beverages on the job, or theft of the property of the Employer or of fellow employees are so serious that any employee in the industrial society may properly be expected to know already that such conduct is offensive and heavily punishable.

d. Absent any contractual prohibition or restriction, the Employer has the right unilaterally to promulgate reasonable rules and give reasonable orders; and the same need not have been negotiated with the Union as long as the rules or orders do not involve wages, hours, or other terms and conditions of employment.

2. Was the Employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the Employer's business?

If an employee believes that said rule or order is unreasonable, he must nevertheless obey the rule or order (in which case he may file a grievance) unless he sincerely feels that to obey the rule or order would seriously and immediately jeopardize his personal safety and/or integrity. Given a firm finding that the order would cause said harm, the employee may properly be said to have had justification for his disobedience.

3. Did the Employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?

a. This is the employee's "day in court" principle. An employee has the right to know with reasonable precision the offense with which he/she is being charged and to defend his/her behavior.

b. The Employer's investigation must normally be made BEFORE its disciplinary decision is made. If the Employer fails to do so, its failure may not necessarily be excused on the grounds that the employee will get his/her day in court through the grievance procedure after the exaction of discipline. By that time there has usually been too much hardening of positions.

c. There may of course be circumstances under which management must react immediately to the employee's behavior. In such cases the normal action is to administratively suspend the employee pending an investigation, with the understanding that; (1) the final disciplinary decision will be made after the investigation and; (2) if the employee is found innocent after the investigation, he/she will be restored to his/her job. In the majority of cases within the State of Alaska, the employee is placed on paid administrative leave.

d. The Employer's investigation must include an inquiry into possible justification for alleged rule violation.

4. Was the Employer's investigation conducted fairly and objectively?

- a. At said investigation the management official may be both "prosecutor" and "judge," but he/she may not also be a witness against the employee.
- b. It is essential for some higher, detached management official to assume and conscientiously perform the judicial role, providing the commonly accepted meaning of that term in his attitude and conduct.
- c. In some disputes between an employee and a management person there are no witnesses to an incident other than the two immediate participants. In such cases it is particularly important that the management "judge" question the management participant rigorously and thoroughly, just as an actual third party would.

5. At the investigation did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?

- a. It is not required that the evidence be preponderant, conclusive or "beyond reasonable doubt." But the evidence must be truly substantial and not flimsy.
- b. The management judge should actively search out witnesses and evidence, not just passively take what participants or "volunteer" witnesses tell him/her.

6. Has the Employer applied its rules, orders, and penalties even-handedly and without discrimination to all employees?

- a. A "no" answer to this question requires a finding of discrimination and warrants negation or modification of the discipline imposed.
- b. If the company has been lax in enforcing its rules and orders and decides henceforth to apply them rigorously the Employer may avoid a finding of discrimination by telling all employees beforehand of its intent to enforce hereafter all rules as written.

7. Was the degree of discipline administered by the Employer in a particular case reasonably related to; (a) the seriousness of the employee's proven offense and; (b) the record of the employee in his service with the Employer?

- a. A trivial proven offense does not merit harsh discipline unless the employee has been properly found guilty of the same, or other offenses a number of times in the past. There is no rule as to what number of previous offenses constitutes a "good" a "fair," or a "bad" record. Reasonable judgment thereon must be used.
- b. An employee's record of previous offenses may never be used to discover whether he was guilty of the immediate or latest offense. The only proper use of his record is to help determine the severity of discipline, once he has properly been found guilty of the immediate offense.
- c. Given the same proven offense for two or more employees, their respective records provide the only proper basis for "discriminating" among them in the administration of discipline for said offenses. Thus, if employee A's record is significantly better than those of employees B, C, and D, the Employer may properly give a lighter punishment than it gives the others for the same offense; and this does not constitute illegal discrimination.

INSUBORDINATION CHECKLIST

What the Arbitrator Looks for. What you should be prepared for.

1. Was the Grievant actually given a **direct order** (or merely instructions, suggestions, or advice)?
2. Was the grievant **aware** that he/she was given a direct order?
3. If so, was the order **clear**?
4. Was the Grievant's alleged failure to comply **intentional**?
5. Was the Grievant given adequate **forewarning** of the possible consequences of his/her alleged refusal to carry out the order?
6. Was the order reasonable and necessary to the safe, orderly and efficient operation of the organization?
 - a. Did it violate:
 - The Collective Bargaining Agreement
 - An addendum to the Collective Bargaining Agreement
 - Policy
 - An administrative directive
 - A past practice⁴
 - An applicable and relevant arbitration award?
 - An applicable law?
 - b. Did the order threaten to cause undue hardship or irreparable harm?
 - c. Did the order threaten to endanger the health or safety of the Grievant or others?
 - d. Would the order force the Grievant to violate a law?
 - e. Was the order:

Arbitrary?	Capricious?
Unjust?	Unfair?
Inequitable?	Unreasonable?

Did the order otherwise adversely affect the welfare of the Grievant or the Union?

⁴ See requirements for past practice on the following page.

REQUIREMENTS FOR PAST PRACTICE

There are generally four elements which should be present in order to cite a past practice argument.

- 1. A Clear Course of Conduct.**
- 2. A Consistent Activity or Practice over a Reasonable Duration.**
- 3. Full Knowledge and Agreement (concerning the activity or practice by both parties).**
- 4. Silence or Ambiguity in the Contract (concerning the activity or practice).**

1. Clear Course of Conduct

A past practice cannot be based on vague activity or occasional lapses of normal order by either the Employer or the employee.

2. Consistent Activity over a Reasonable Duration

Since “a reasonable duration” is indefinite and imprecise, the definition of “long enough” or “sufficient duration” is left up to the arbitrator to decide. One or two occurrences a year may not be considered consistent over a ‘reasonable duration’. However, the same activity repeated twice a week for a year or more, might.

3. Full Knowledge and Agreement

Both parties must know that the activity or practice exists but this does not have to be specifically stated or recognized in any official way. It must only be verifiable.

4. Silence or Ambiguity in the Contract

Where the contract is silent, past practice may be considered to be an implied term of the contract if conditions A through C are present. Where the contract is vague or ambiguous, past practice has its strongest impact since in this instance, there is no doubt over whether the activity or practice was intended to be a contract item. To find out the intent of the contract, arbitrators look to the past practice for definition.

THE *Weingarten* DOCTRINE

In 1975 the U.S. Supreme court recognized an employee's right to union representation in an investigatory interview, even before formal grievance machinery is set in motion. The Court held in *National Labor Relations Board v. J. Weingarten Inc.*, 420 U.S. 251, 88 LRRM 2689 (1975), that an employee has the right under Section 7 of the National Labor Relations Act to have union representation at an investigatory interview, where the employee reasonably believes the investigation will result in disciplinary action and where he requests representation. The term investigatory interview means an interview in which the interviewer is attempting to gather information from the employee regarding a problem where the employee is the subject, rather than merely informing the employee of some predetermined discipline. The Supreme Court noted that it's holding:

"...gives recognition to the right (of representation) when it is most useful to both employee and employer. A single employee confronted by an employer investigation to determine whether certain conduct deserves discipline may be too fearful or inarticulate to relate accurately the incident being investigated, or too ignorant to raise extenuating factors. A knowledgeable union representative could assist the Employer by eliciting favorable facts, and save the Employer production time by getting to the bottom of the incident occasioning the interview."

Weingarten rights have been specifically adopted by the Alaska Labor Relations Agency. In a case involving ASEA/AFSCME Local 52 the State was found to have committed an Unfair Labor Practice (ULP) and ordered to cease and desist in violating *Weingarten* rights of our members as protected by Alaska Statute. In Decision & Order 206 the Agency found that, "By refusing an employee's request for a Shop Steward at an investigative interview that the employee reasonably believes could result in discipline and by continuing the interview, an employer violates AS 23.40.110 (a)(1)".

Four elements of the *Weingarten* right were discussed.

1. The employee must first request union representation; the Employer does not have an obligation to inform the employee of the right.
2. The employee must reasonably believe that the interview will lead to discipline.
3. The representation may not interfere with legitimate employer interests. The Employer may respond to the request either by granting it or terminating the interview.
4. If a union representative does attend the interview, the Employer has no obligation to bargain with him or her.

The State of Alaska, as the Employer has consistently advised members of their right to union representation in disciplinary interviews. However, the request for union representation is an essential element for establishing a *Weingarten* violation and it is incumbent on the Shop Stewards to ensure the members are aware of their need to request representation.

UNION REPRESENTATION/*Weingarten* RIGHTS

National Labor Relations Board v. J. Weingarten Inc.

When do I need to assert my *Weingarten* rights?

You are entitled to union representation under *Weingarten* any time the Employer is questioning you and you fear discipline could result from the questioning.

How do I know?

Ask your employer the nature of the meeting. Before the employee meets with the Employer, the employee is entitled to know the general nature of the meeting. However, do not disobey an order to meet with the Employer if they do not provide you with this information.

Am I entitled to union representation anytime I am being questioned?

Pursuant to Article 34.04 (B), the Employer is entitled to conduct confidential investigations. This means, in part, that if you are not the focus of the investigation, that they may question you in a confidential setting without union representation.

Am I allowed to choose which union representative represents me?

Not necessarily. If Management schedules a meeting and a union representative is available, then management is not required to delay the meeting until your first choice in representation is available.

Does management have to inform me of my *Weingarten* rights?

No. The burden is on the employee to request a union representative.

Can management continue the meeting after I have requested a union representative?

Management can give you the choice of either continuing the meeting without representation, or ending the meeting and rescheduling.

What role does the Union representative play at the meeting?

The Union representative is an advocate and a witness. They are entitled to participate in the interview but not to bargain with the Employer. Normally, the participation will include advising the employee and/or assisting them to articulate their position.

Is this my only entitlement to union representation?

No. Article 2.01 provides that union representatives, who are not employees of the Employer, may visit any work area at any time with prior approval of the Employer. Approval shall not be unreasonably withheld or delayed.

OBLIGATION OF THE UNION STEWARD UNDER WEINGARTEN RIGHTS

Do I have to represent every member who comes to me for assistance?

A union steward cannot discriminate against any member on the basis of race, color, religion, national origin, age, sex, physical impairment, marital status, change in marital status, pregnancy, parenthood, political affiliation or belief, or union affiliation.

What happens if I have a conflict with a member?

If you have a conflict with a member, that impacts your ability to advocate for that member, then you need to find another Steward or Business Agent to provide representation. If another representative is not available, then you must represent the member if the meeting cannot be rescheduled. Another Steward will then be assigned to follow up with that member and to provide any additional representation.

What should I do before the meeting?

Call the Business Agent and discuss what you know about the potential meeting. Have a pad of paper and a pen ready to take to the meeting. The member and the Business Agent will rely on your notes, particularly if discipline is imposed. If possible, it's also a good idea to confidentially speak with any other people, who might have been involved with, or witness to, the situation.

DOCUMENT! DOCUMENT! DOCUMENT!

Can I meet with the member before the meeting?

You are entitled to a brief meeting with the member before the meeting with the Employer. If you are suddenly called into a meeting, the first thing you should do is ask the Employer for a moment to meet with your member. Explain your role to the member. Explore with the member why they think or believe the Employer wants to meet with them.

Should I tape record the meeting.

If possible, it is always a good idea to tape record meetings and you **have the right to do so**. It avoids a "he said, she said" situation. In instances where the meeting results in discipline and a grievance is filed, the recording or the transcript from that recording can be vital. The grievance procedure can take many months. Memories fade or can change over time. Having a recording of any meetings that lead to discipline leaves no doubt about what was said, how it was said and who said it. If you are not able to record a meeting and the Employer has, ask that the Union be sent a copy of the tape. While this method is not preferred, it is better than not having a recording at all. Unfortunately, there have been a few instances where the Union has not received complete copies of recorded meetings.

What is my role in the meeting?

You are entitled to participate. However, the Employer has the right to hear the response from the member. If the member is not articulating their position in the meeting, and you are able to assist them, that is an appropriate role for you as a steward. It is also appropriate to ask the Employer to rephrase their questions if those questions appear vague, open ended or misleading. You may also request a break during the meeting to meet privately with member. This may be done for a variety of reasons including; to give the member a chance to calm down, to remind them of information they have given you that they have not yet brought to the Employer's attention, information you have that assist in their defense, or to remind the member that they must be forthright and honest at all times during the meeting.

EMPLOYEES' RIGHT TO DUE PROCESS UNDER LOUDERMILL

Cleveland Board of Education v. Loudermill

In 1979, the Cleveland Board of Education hired James Loudermill as a security guard. On his job application, Loudermill stated that he had never been convicted of a felony. Eleven months later, as part of a routine examination of his employment records, the Board discovered that in fact Loudermill had been convicted of grand larceny in 1968. By letter dated November 3, 1980, the Board's Business Manager informed Loudermill that he had been dismissed because of his dishonesty in filling out the employment application. Loudermill was not afforded an opportunity to respond to the charge of dishonesty or to challenge his dismissal.

Under Ohio law, Loudermill was a "classified civil servant" and as such, could be terminated only for cause, and could obtain administrative review if discharged. Loudermill filed an appeal with the Cleveland Civil Service Commission. A hearing was held before a referee where Loudermill argued that he had thought his 1968 conviction was for a misdemeanor rather than a felony. The referee recommended reinstatement, but the full Commission later heard argument and upheld the dismissal.

Loudermill then filed suit in Ohio District Court, charging that Ohio's civil service law was unconstitutional because it did not provide the employee opportunity to respond to the charges against him prior to removal. As a result, discharged employees were deprived of liberty and property without due process. The complaint also alleged that the provision was unconstitutional as applied because discharged employees were not given sufficiently prompt post-removal hearings. The District Court dismissed for failure to state a claim on which relief could be granted.

The Court of Appeals for the Sixth Circuit reversed the District Court's decision and the Board of Education appealed to the Supreme Court of the U.S. The Supreme Court determined that the District Court in Ohio erred in dismissing for failure to state a claim because Loudermill was not given a chance to respond to the charges before termination.

In the text of its decision, the Supreme Court stated that the,

"...Due Process Clause provides that certain substantive rights – life, liberty, and property – cannot be deprived except pursuant to constitutionally adequate procedures... The right to due process is conferred, not by legislative grace, but by constitutional guarantee. While the legislature may elect not to confer a property interest in [public] employment, it may not constitutionally authorize the deprivation of such an interest, once conferred, without appropriate procedural safeguards."

In citing the need for some form of pre-termination hearing, the Supreme Court made two important points:

- ❖ First, the significance of the private interest in retaining employment cannot be gainsaid (denied). We have frequently recognized the severity of depriving a person of the means of livelihood. While a fired worker may find employment elsewhere, doing so will take some time and is likely to be burdened by the questionable circumstances under which he left his previous job.
- ❖ Second, some opportunity for the employee to present his side of the case is recurrently of obvious value in reaching an accurate decision. Dismissals for cause will often involve factual disputes. Even where the facts are clear, the appropriateness or necessity of the discharge may not be; in such cases, the only meaningful opportunity to invoke the discretion of the decision-maker is likely to be before the termination takes effect.

WHAT IS THE DUTY OF FAIR REPRESENTATION?

Labor law provides for a swap. The Union, through certification or recognition, is established as the “exclusive” bargaining representative for all employees in the bargaining unit. In exchange, the Union must fairly represent all employees in the unit, members and agency fee payers alike. This responsibility applies in contract negotiations and in contract administration and enforcement (grievance handling and arbitration). The legal term for this is the “duty of fair representation.”

Although federal and state laws do not refer specifically to this duty, the laws have been interpreted by the Courts to require the duty of fair representation. This applies to private and public sector unions.

1. Grievance Handling and the Duty of Fair Representation

Perhaps the most important area in carrying out a union’s duty of fair representation is the processing of grievances. Most of the “failure to represent” lawsuits are filed by persons who have been discharged. Therefore, union staff, officers and stewards need to be particularly careful in handling discharge grievances. The following guidelines are intended to assist union representatives in processing grievances in a way designed to meet the Union’s legal responsibility.

A. Consider all grievances solely on the merits.

The decision whether or not to process a grievance must be based on the merits of that particular grievance. This means that you must look at the facts underlying the grievance in determining whether a grievance has occurred, and if so, whether to pursue the grievance through the grievance procedure and arbitration.

You may not refuse to process a grievance because you do not like the grievant. Forget about the grievant as a person. Your determination as to whether there is a legitimate grievance may not be based on personal hostility or racial prejudice. The point is that you must look at the merits of the particular grievance and not at an individual member.

B. Investigate the grievance thoroughly.

You have a responsibility to thoroughly investigate grievances. A superficial investigation is not enough because it may not uncover all the important facts. Interview the grievant. Locate and interview witnesses. Follow up on all leads. Particularly with discharge grievances, be sure to get the grievant’s complete story and talk to all witnesses offered by the grievant.

Do not accept without question anything that is said – check it out—. Always use the “5 W’s” (Who, What, Where, When, and Why), as a guide to your investigation.

You have a responsibility to investigate a grievance before you decide whether it has any merit.

C. Process the grievance promptly – Do not miss time limits for filing and appealing grievances. (See Article 16 of the current GGU contract for timelines).

Timeliness is extremely important in grievance processing. You have a responsibility to file and/or appeal grievances within the time limits established by the grievance procedure. Failure to comply with the time limits can result in having a grievance “die” and leaving the grievant with no recourse against the Employer.

To meet these deadlines, it is important that all grievances be investigated as soon as possible. If additional time is needed, make a written request to management for an extension of the time limits. However, an investigation does not have to be completed before a grievance is filed.

D. Take notes and keep good written records.

Begin to take notes as soon as practical. The longer the delay, the greater the danger of omitting small, but important facts. Notes must be accurate, understandable and as complete as possible, since they will become the basis on which decisions will be made as the grievance is moved into the procedure and perhaps to arbitration.

Some record should be kept of all discussions with the grievant, of all discussions and meetings with the Employer on the grievance and of all internal union decisions whether to proceed with the grievance. Copies of all correspondence and documents should also be kept.

Your written record is very important in later establishing that the Union did investigate the grievance and did make an objective decision on the merits.

E. Keep the grievant informed.

Many lawsuits are filed because discharged grievants (and their lawyers) believe the Union is trying to hide something by not keeping the grievant advised of the progress of the grievance.

Let the grievant know what is happening with his/her grievance. The grievant should be kept informed of the status of his/her grievance, what Step it is in the grievance procedure process, and any management responses. Any union decision on the grievance should immediately be communicated to the grievant, preferably in writing. This includes decisions not to file a grievance, to drop or withdraw a grievance, to settle a grievance, or not to proceed to arbitration on a grievance. In addition to always wanting to be open with and fair to the grievant, this notification begins the grievant’s six month time limit for filing a duty of fair representation suit against the Union.

The law does not require that the grievant be present at meetings with the Employer or at internal Union discussions concerning the grievance.

F. Treat all members of the bargaining unit the same.

It is unlawful to refuse to process, or to give superficial treatment to, the grievance of a person who is an agency fee payer of the Union. Likewise, as mentioned before, grievants who have been political opponents of the current officers or dissidents within the Union must be treated the same as all other bargaining unit members. Of course, the Union cannot discriminate against grievants because of their race, sex, age, or ethnic background. All employees should be given equal consideration in the handling of their grievances (you should take a similar position on similar cases).

G. Have a valid, supportable reason for any action taken on a grievance.

As mentioned, the law requires that a union consider a grievance in good faith and make a determination whether to process the grievance on its merits. Don't let the time limits go by before making a decision. Make a determination whether and how far to process a grievance on the basis of the investigation of the grievance, past success or failure in arbitrating similar grievances, and the importance of the grievance to the entire membership. Document this decision in writing.

H. If a grievance clearly lacks merit and cannot be won at the lower steps or in arbitration, drop it.

Don't let an attorney or the threat of a lawsuit influence the Union's judgment on the merits of a grievance. The courts recognize a union's right (and its obligation) to keep the grievance procedure free of meritless grievances which simply clog up the dispute-resolution machinery. However, the grievant must be informed of the decision and the Union should make a written record of the objective reasons why it failed to file or drop a grievance. The Steward should honestly attempt to convince the grievant of these reasons.

I. The settlement of grievances.

A union has a right to settle grievances as it sees fit. Again, there should be a written record made of the settlement itself and the reason(s) why the settlement was made. Of course, when a grievance is settled, the grievant should be promptly informed.

What should be avoided are any appearances that one grievant got a better settlement than another because of who the grievants were. In addition, there should be no horse trading whereby one grievance is "sacrificed" in order to save others. Nor should there be even the appearance of such action.

J. Make sure your union has an internal appeals process.

Grievants should have the opportunity to appeal a decision not to take their cases to arbitration. An appeals process can be a vital tool in establishing the Union's intent to fill its duty of fair representation. ASEA/AFSCME Local 52 has such a procedure. It is called the Grievance Review Committee. The Committee is made up of GGU members from around the state and any

grievant has the right to present their case to the committee. For further information on this procedure contact your Business Agent.

2. Arbitration and the Duty of Fair Representation.

- A.** An employee does not have a legal right to insist that his/her grievance proceed to arbitration.
- B.** Just as with grievance handling at the lower steps of the procedure, the decision whether to arbitrate a grievance must be made based on the merits of the particular grievance. This decision should take into account the facts of the grievance and the importance of the particular case, the past success or failure in arbitrating similar grievances, and the importance of the grievance to the entire membership. Cost of the arbitration may be one factor considered, but should not be the sole reason for deciding against arbitration.
- C.** The internal union procedure by which the decision whether or not to arbitrate is made must be the same for all employees. For example, if a committee decides, then this must be the way it is done for all cases.
- D.** The grievant should be given written notice of the date, time and location of the arbitration hearing. At a minimum, the grievant should always be invited to be present at the hearing.
- E.** If a decision is made not to take a grievance to arbitration, the decision and the reasons for the decision should be communicated to the grievant, verbally and in writing. The decision should be explained to the grievant with the goal of the grievant understanding he/she was treated fairly.
*Refer to *Policies and Procedures*, Article 2.03.032 (Standards of Review) for more information.
- F.** The duty of fair representation includes the duty to arbitrate the grievance to the best of the Union's ability. This means that whoever is handling the arbitration should meet with the grievant and any witnesses in advance of the hearing and make certain that all relevant information is available, including requesting information from the Employer. The Union should put forward the grievant's strongest arguments and present the case in the most favorable light.
- G.** It is not necessary to use a lawyer at the arbitration hearing. The use of a lawyer at the hearing does not protect the Union from a possible duty of fair representation violation.
- H.** The grievant does not have a legal right to have his/her own attorney present with him/her at the arbitration hearing. However, the Union may permit an attorney to be an observer or to take an active role at the hearing.

3. A Note on Time Limits for Filing Fair Representation Lawsuits and Remedies in Fair Representation Suits.

A 1983 Supreme Court ruling limited the period of time for initiating a duty of fair representation lawsuit. The court adopted a six-month time limit for these suits. The six months starts running as of the date of the Union's perceived violation. In cases where a union decides not to process a grievance any further, this is the date the Union notified the grievant of its decision. Therefore, it is in a union's interest to promptly notify a grievant of such a decision, so that the six months starts running and expires as soon as possible.

4. Other Developments.

The Supreme Court decided (in *Teamsters Local 391 v. Terry*) that employees who seek monetary relief for a union's breach of the duty of fair representation are entitled to a jury trial in accordance with the provisions of the 7th Amendment of the U.S. Constitution. By a 6 to 3 vote, the Court held that when employees seek back pay and benefits lost as a result of a union's alleged breach of its fair representation duty, the employees are requesting a "legal" rather than equitable remedy and are constitutionally entitled to a jury trial. Although the case involved an action under private sector law, labor attorneys believe similar claims filed by public employees against their unions and their public employers would be treated similarly, at least insofar as the right to a jury trial is concerned.

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**PERSONNEL FILES AND
PERFORMANCE
EVALUATIONS**

PERSONNEL FILES: WHAT ARE YOUR RIGHTS?

Article 34 of the contract guarantees you the right to review all personnel files pertaining to you.

Normally you will have four (4) personnel files:

1. Your permanent file is kept in Juneau by the Department of Administration. It will normally contain your initial hire information, personnel actions and, evaluations from all departments you have worked for. Disciplinary notices will also be kept in the file.
2. Your department will keep a file with similar information as # 1. above, but restricted to your employment with that department.
3. Your local office will keep a file similar to # 2. above.
4. Your supervisor (the person who prepares your performance evaluation report) will keep what is referred to as a supervisory working or anecdotal file. This file will consist of notes and correspondence that record your supervisor's monitoring of your performance. According to the Rater's Guide, significant information from these notes will be memorialized in your annual evaluation. This way the supervisor is reflecting on more than just what occurred in the last two weeks (what is fresh in the Rater's mind) when preparing your evaluation.

In addition, you may at some point have a medical file. This would result from filing for reasonable accommodation under the Americans with Disabilities Act (ADA) or if you or a family member has a medical issue that would fall under the Family Medical Leave Act (FMLA). Under Federal Law (the Health Insurance Portability and Accountability Act, aka HIPAA) medical information cannot be kept in any personnel file.

You have the right to review any and all of these files. You may arrange a time with your supervisor to review the supervisor's working file on a regular basis. If your supervisor is communicating effectively with you, nothing in the file will be a surprise to you. No secret files may be kept on any bargaining unit members. **If you do not ask to see it, it is not a secret file.** An effective supervisor will continuously monitor and communicate with their employee and the evaluation will be a summation of what both of you already know.

In addition to reviewing your personnel files, you are entitled to a copy. You may also ask the Union to obtain your file after providing a Release of Information to the Union. See Exhibit XI for a sample request form. Please contact the Union for a copy of the Release and Authorization Form.

(Revised 10/2010)

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CLASSIFICATION REVIEW PROCEDURES – Article 17

APEA v. State of Alaska

The Supreme Court in *APEA v. State of Alaska* ruled that classification was not a subject of mandatory bargaining under the Alaska Public Relations Act. Because of this determination, Article 17 is the sole and exclusive method for settling any dispute concerning classification matters.

Individual Reclassification

When the member and the Union believe the position is not properly classified a review may be requested.

- I. The Union submits a request for review including a current copy of the employee's position description to the Director of the Division of Personnel.

The Director of the Division of Personnel has thirty (30) calendar days to submit its written analysis to the Union.

- II. If the Director of the Division of Personnel fails to respond in thirty (30) calendar days or within thirty (30) calendar days of receipt of the Director's recommendation, the Union may advance the request to the Commissioner of Administration within ten (10) working days of the due date.

The Commissioner of Administration has thirty (30) calendar days to review the PD with the class specifications for proper allocation and make a final recommendation to the Union.

Reallocation of a Position

If the Commissioner of Administration reallocates the position, the reallocation shall be effective in accordance with 2AAC 07.035. Any monetary increase shall be effective the first day of the regular pay period following determination by the Commissioner of Administration.

All Bargaining Unit Members are entitled to a copy of their Position Description (PD) and class specifications. Position Descriptions and Class Specifications are available on the State's Website.

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WHAT TO DO WHEN A MEMBER COMES TO YOU WITH A CLASSIFICATION PROBLEM:

1. Ask the member to obtain a copy of their current position description and their current class specification.
2. Have the member review these together to determine where and if discrepancies exist.
3. Have the member, or you and the member, review other class specifications for a possible fit.
 - a. If there is no class specification that fits, you have a problem.
 - b. If there is one, but it is a class with a lower range, you have a problem.
 - c. If the present one fits, you have a problem.
 - d. If a higher range class specification exists that closely meets your current job duties, proceed.
4. The first step following identification of the appropriate class specification is to identify other members who are currently working in this classification and request copies of their position description. This can be done by obtaining the PCN for the position and obtaining it through the State's website.
5. The position description should be updated with the above information in mind and submitted through the Article 17 procedures.

PROS AND CONS

Pros:

1. You have guaranteed timeline for response. You will not be in limbo forever.
2. If the state agrees with you, you could start receiving the higher pay within 2 – 3 months.

Cons:

1. Whenever you open your PD for review, you take a chance it could be downgraded.
2. You are entitled to one review through the Article 17 procedure every 12 months unless there are substantial changes in job duties.
3. You may not have the support of your immediate supervisor.
4. The Director of the Division of Personnel has the **FINAL** say in your reclassification and **NOT YOUR SUPERVISOR, MANAGER OR DIRECTOR.**
5. The State reserves the right to take away duties of a higher class instead of upgrading the position.

Resources for Classification Reviews

- ❖ Class Specifications
- ❖ Position descriptions already classified in the target classification
- ❖ Any studies conducted by the State of Alaska in formulating the class specification
- ❖ Alaska Administrative Manual: Standard operating procedures on Reclassification

PERFORMANCE EVALUATIONS AND INCENTIVES – ARTICLE 18

Article 18 provides three separate methods of appeal of a performance evaluation: 1) Employee Rebuttal; 2) Appeal of Denial of Performance Incentive and/or; 3) Review of low acceptable or unacceptable Performance Evaluations.

Important Note: If an existing merit step is *withdrawn* versus a denial of the next step, the appeal is through the grievance procedure.

I. Rebuttal – Article 18.01A.5 – 10 working day deadline from receipt of evaluation from Rater

Article 18.01 A.4 requires that the Rater, prior to signing and finalizing an evaluation, will discuss the evaluation in draft form with the employee. This discussion time is an excellent opportunity to clarify statements made in the evaluation and to convince the Rater to change objectionable statements.

Once the Evaluation has been signed by the Rater, the employee has ten (10) working days to prepare and provide the Rebuttal to the Rater or sign “concur” with the Evaluation. Use these ten working days to review the evaluation and draft rebuttal with the employee. If the evaluation is positive on the whole, balanced and accurate, you may want to recommend that the employee sign “concur”. Very often employees focus on the negative in their evaluation when a more impartial observer will see the balance of positive and negative. Rebutting may only draw attention to the negative.

If it is determined that a Rebuttal will be written, see the Rebuttal Tips.

II. Appeal of the Denial of a Performance Incentive – Article 18.03 – 15 working day deadline from receipt of finalized evaluation.

Unless the Employer takes an affirmative action to deny a merit increase through a performance evaluation, an employee shall be granted a merit increase to be effective on their merit anniversary date. If a merit increase is timely denied:

Level 1: The employee, through the Union must set forth the reasons the employee disagrees with the Employer’s action. Appeal must be filed with head of employing department or agency and bear a postmark or date stamp showing that it has been timely filed. The head of the agency shall respond in writing within fifteen (15) working days.

Level 2: If unresolved, the Union may advance the appeal to the Director of the Division of Personnel and Labor Relations within fifteen (15) working days after Level One is due or received, whichever is earlier. All evidence and arguments must be included. The Director must respond within fifteen (15) working days.

Level 3: If unresolved, the Union may advance the appeal for review by the selected neutral third party within fifteen (15) working days. The request may include additional arguments, (to which the Director may respond), but no new evidence may be submitted by either party. The Director forwards the appeal to a neutral. The neutral shall render a decision within thirty (30) calendar days. The decision is final and binding. There is no further appeal or review process.

III. Request for Review of Performance Evaluation – Article 18.04 – 30 calendar day deadline from receipt of finalized evaluation.

Only performance evaluations where the overall effectiveness is low acceptable or unacceptable, who have not been denied a Performance Incentive, may use this Review process.

Step 1: Within thirty (30) calendar days of receipt of the finalized evaluation (bearing all signatures), the member, through the Union, may request a review by the Director of the Division of Personnel and Labor Relations. Members may request review of allegations that the evaluation contains factual inaccuracies, or that in the preparation of the evaluation management has been arbitrary or capricious, or has been motivated by discrimination or bias. The appeal must be postmarked or date stamped.

The request must state specifically the allegations to be investigated and provide supportive information as available. After submission the list of allegations may not be expanded.

Step 2: The Director shall transmit a copy of the request to the Human Resources Manager (HRM) of the employing Department. The HRM shall have thirty (30) calendar days to investigate and make written recommendations.

Step 3: If unresolved, the Union may request an informal hearing conducted by the Director or designee, in person or telephonically. The member and the department representative shall have one (1) hour each to present additional testimony. If no hearing request is made, the recommendations of the HRM shall be made.

Step 4: The Director shall issue a final decision within ten (10) working days after the close of the hearing.

REBUTTAL TIPS

Rebuttals should be:

1. As brief as possible
2. Concise and to the point
3. Well written
4. Professional
5. Address the author as the Rater
6. Be written in such a way as to convince the Rater and higher ups that the evaluation needs to be rewritten to provide an accurate portrayal of the Employee's performance.

When presented with an Evaluation:

1. Do not let yourself be rushed into signing an evaluation you do not agree with.
2. Your best chance of changing an evaluation is before it has been finalized by the Rater.
3. The contract requires that the Rater discuss the evaluation with you prior to signing. This is to provide you an opportunity to ask questions and request changes.

When you have determined a Rebuttal is necessary:

1. Make copies of the evaluation to make notations on.
2. Number each paragraph in the narrative for easy reference (e.g. Page 1, paragraph 1).
3. Review the evaluation with your steward or another objective person. Highlight specific portions of the evaluation that you would like changed. At the same time, list the explanations of why these changes need to be made.
4. The Contract provides that the "Rater's Guide" will be used by the Employer to provide uniformity of the application of standards. Compare the evaluation with the standards established by the Rater's Guide.
5. Begin the rebuttal. Address each paragraph or sentence that is factually inaccurate separately and in order as they appear in the evaluation. This makes the rebuttal easier to read and increases the probability of a positive outcome. It will also make it easier for the Business Agent when and if it comes time to file for a review.

For example: Page 2, paragraph 3 should be removed from this evaluation (e.g. the incident the Rater is referring to occurred November 10, 2002, outside of this rating period and therefore is not appropriate for this evaluation).

6. Review the ratings and identify any changes you would like to see. The ratings may not be changed unless you specifically ask that they be changed. It may be appropriate to explain why you believe the ratings should be changed, but if the rebuttal to the narrative is written well, it should support any changes that should be made to the ratings.
7. Once the rebuttal is ready to deliver to the Rater, make a copy of the evaluation and attached rebuttal for yourself. Check the “Disagree with Rating” box, sign your name and write “Rebuttal Attached”.
8. If the performance evaluation is not rewritten, the Employee will receive a copy after all parties have signed. This is the final (finalized) copy. Often times this is sent certified to establish a receipt date. This timeline is critical. Only evaluations with overall effectiveness of low-acceptable or unacceptable may be reviewed under Article 18.04.
9. You must contact your steward or business agent upon receipt of the finalized evaluation. The request for review must be filed within thirty (30) calendar days of your receipt of the finalized copy (with all signatures) or, fifteen (15) working days if a merit incentive has been denied.

RESOURCE LISTS

Resources for Performance Evaluation Issues

- ❖ Handout – Rebuttal Tips – Article 18
- ❖ The Rater’s Guide
- ❖ Employee Position Description
- ❖ Employee Job Class Specification
- ❖ Job Evaluation History
- ❖ Supervisor’s file on Employee (See Exhibit XI)
- ❖ Appendix A of the GGU Agreement – Merit Increases

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Union office resources:

- ❖ ADA Technical Assistance Manuals
- ❖ Administrative Codes
- ❖ Administrative Manuals
- ❖ Alaska Statutes
- ❖ Discipline & Discharge in Arbitration
- ❖ *Elkouri & Elkouri: How Arbitration Works*
- ❖ Fair Labor Standards Act Handbook
- ❖ Family and Medical Leave Act Guides
- ❖ Grievance Guides
- ❖ Past Arbitration Decisions (Indexes and Summaries)
- ❖ Robert's Dictionary of Industrial Relations
- ❖ Sample complaints and grievances (see Exhibits VII, VIII, IX and X)
- ❖ Past contracts
- ❖ Other union contracts
- ❖ Bargaining notes

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MEMORANDUM

State of Alaska

TO: Heads of Departments
and Independent Agencies

DATE: October 25, 1984

FROM: Bill Sheffield
Governor

FILE NO:
TELEPHONE NO: 465-3500
SUBJECT: Administrative Order No. 81
Policy Statement on
Discriminatory Harassment

This memorandum transmits Administrative Order No. 81 the policy and guidelines for the Executive Branch on discriminatory harassment based on race or color, religion, national origin, sex, age, handicap, marital status, changes in marital status, pregnancy or parenthood. This policy amends and supplements Administrative Order No. 75 and is applicable to each agency and department within the Executive Branch of State government and includes operational definitions of harassment and sexual harassment.

I am taking this action in an effort to curtail discriminatory harassment in general and specifically sexual harassment. Such harassment undermines the integrity of State government and cannot be condoned. Merit system principles require that all employees be allowed to work in an environment free from harassment.

I am directing, therefore, that each of you take a leadership role through the immediate initiation of the following actions:

1. Issue a strong management statement concurring with and reiterating the State's policy as the policy of your agency or department with regard to such discriminatory harassment;
2. Emphasize this policy as a part of new employee orientation;
3. Provide each employee with a copy of the attached policy statement on harassment;
4. Make employees aware of the avenues for seeking redress, and the actions that will be taken against employees violating the policy, as provided in the policy statement itself; and,
5. Inform your managers and supervisors of their responsibilities under this order and insure that they are all provided with both a copy of this Order and the appropriate training to deal with these issues, especially in regards to sexual harassment. Such training will be offered on request by the Division of Equal Employment Opportunity through the Productivity Improvement Center in the Department of Administration.

BS/MGM/mms
15/ 10D1/0730-08

Attachments

cc: Jim Kelly, Special Staff Assistant
Office of the Governor

Merwin H. Peters, Director
Division of Equal Employment Opportunity

Frank Raye, Director
Division of Personnel

William Gibbons, Director
Division of Labor Relations

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BILL SHEFFIELD
GOVERNOR

STATE OF ALASKA
OFFICE OF THE GOVERNOR
JUNEAU

October 25, 1984

ADMINISTRATIVE ORDER NO. 81

In furtherance of the State of Alaska's commitment to human rights and equal employment opportunity, I, Bill Sheffield, Governor of the State of Alaska, under the authority granted by Article III of the Alaska Constitution and by Alaska Statute 44.17.060, hereby order the following as the policy and guidelines for the Executive Branch of Alaska State Government on discriminatory harassment and more specifically on sexual harassment. This Order amends and supplements Administrative Order No.75, the general policy on equal employment opportunity.

1. STATEMENT OF POLICY

1.1 The Executive Branch of the State of Alaska, as an employer, will not tolerate, condone or permit any kind of harassment of employees or applicants for employment on the basis of their sex, color, race, religion, national origin, age, handicap, marital status, changes in marital status, pregnancy or parenthood. Such harassment is in direct violation of Federal and State law and is inconsistent with the State's policy on equal employment opportunity.

1.2 Persons who knowingly engage in or instigate such harassment will be subject to disciplinary actions which may lead to suspension and discharge. Additionally, managers and supervisors who knowingly permit harassment activity to occur without further action will be subject to disciplinary action. Where such prohibited activity is perpetrated by a non-employee, the State will take available and appropriate disciplinary action which may include, by way of example, loss of contract.

2. GENERAL PROVISIONS

2.1 Scope: The policy and guidelines herein apply to all agencies, employees and applicants for employment within the Executive Branch of Alaska State Government.

2.2 Frivolous or Malicious Accusations: Persons making frivolous or malicious accusations of harassment may be subjected to disciplinary actions.

2.3 Management Activities: This Order is not intended to restrict bonafide activities such as reprimands, disciplinary actions and employee performance evaluations which are clearly within the scope of a supervisor's duties and responsibilities, and which serve a legitimate management purpose.

3. DEFINITIONS

3.1 Harassment: Unwanted communication and/or conduct by a supervisor, co-worker or non-employee in the workplace which adversely affects the employment relationship or working environment for the employee or applicant for employment and is based on the sex, race, religion, national origin, age, handicap, marital status, changes in marital status, pregnancy or parenthood of that individual. Harassment may include slurs, abusive language, threats, derogatory comments, unwelcome jokes, teasing and other such verbal or physical conduct.

3.2 Sexual harassment: Addressed and defined by the U.S. Equal Employment Opportunity Commission in the Federal Guidelines on Discrimination Because of Sex published on November 10, 1980, and codified as 29 CFR Section 1604.11, sexual harassment is defined as follows:

"(a) Harassment on the basis of sex is violation of Sec. 703 of Title VII. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when

submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment."

4. GUIDELINES FOR THE IMPLEMENTATION OF POLICY

4.1 Responsibility for implementation:

- (a) Overall responsibility for the administration of this order is delegated to the Director of the Division of Equal Employment Opportunity.
- (b) All agency heads, managers and supervisors within the Executive Branch of State Government are responsible for taking immediate and appropriate corrective action where they have any knowledge of such prohibited practices. Such corrective actions should be taken only after consultation with the State Division of Equal Employment Opportunity.

4.2 Complaints:

- (a) Employees believing they have been subjected to harassment should contact their department or agency's Equal Employment Opportunity Representative or the State Division of Equal Employment Opportunity.
- (b) A complaint may be formally filed on the "Complaint of Discrimination Form" available through agency personnel offices and the State Division of Equal Employment Opportunity.
- (c) The Division of Equal Employment Opportunity shall develop the appropriate administrative process to resolve harassment complaints.
- (d) Any form of retaliation, reprisal or adverse action taken against an employee for complaining about, reporting, or cooperating in the investigation of such harassment is prohibited and will be dealt with severely. Such disciplinary action may include suspension and dismissal.

4.3 Dissemination of Policy:

- (a) The policy is to be posted in the form provided in Appendix A of this order on all bulletin boards and at every facility and office within each department.
- (b) It will be the responsibility of each agency head to ensure that copies of this policy are disseminated to all supervisory staff and that copies of this policy are included in all agency policy manuals and employee handbooks.

This Order takes effect October 25, 1984.

Dated at Anchorage, Alaska October 25

S/S Bill Sheffield
Bill Sheffield
Governor of the State of Alaska

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AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act (ADA) gives civil rights protections to individuals with disabilities that are like those provided to individuals on the basis of race, sex, national origin, and religion. It guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. As a steward, you will be interested primarily in employment rights.

Employment:

Employers must reasonably accommodate the disabilities of qualified applicants or employees, unless an undue hardship would result.

Employers may reject applicants or fire employees who pose a direct threat (not a perceived one) to the health or safety of other individuals in the workplace.

Applicants and employees are not protected from personnel actions based on their current illegal use of drugs. Drug testing is not affected.

Employers may not discriminate against a qualified applicant or employee because of the known disability of an individual with whom the applicant or employee is known to have a relationship or association.

Complaints may be filed with the Equal Employment Opportunity Commission. Available remedies include back pay and court orders to stop discrimination.

Who is covered by the ADA?

The ADA definition of individual with a disability is very specific. A person with a “disability” is an individual who:

- ❖ has a physical or mental impairment that substantially limits one or more of his/her major life activities;
- ❖ has a record of such an impairment; or
- ❖ is regarded as having such an impairment.

What does it mean to be a “Qualified” Individual with a Disability?

The regulations define a qualified individual with a disability as a person with a disability who:

“...satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.”

What is meant by ‘a reasonable accommodation’?

Some examples are: making existing facilities used by employees readily accessible to, and usable by, an individual with a disability; job restructuring; modifying work schedules; reassignment to a vacant position; acquiring or modifying equipment or devices; adjusting or modifying examinations, training materials, or policies; providing qualified readers or interpreters.

An employer is not required to lower quality or quantity standards to make an accommodation. Nor is an employer obligated to provide personal use items, such as glasses or hearing aids, as accommodations.

WHAT CAN YOU DO?

FILE A GRIEVANCE. Members are not limited to filing complaints with the U. S. Department of Justice. Article 6 of the GGU Agreement also prohibits discrimination in employment including but not limited to selection, appointment, promotion based on physical handicap.

FILE A STATE EEO COMPLAINT. Administrative Order No. 129 sets the State’s policy on compliance with the ADA. The Order establishes a State ADA Coordinator and makes each commissioner responsible for ensuring their departments compliance with the ADA. Contact your department’s personnel officer or find out who the ADA Coordinator is.

FILE A HUMAN RIGHTS COMMISSION COMPLAINT. There is a 300-day deadline on HRC complaints. HRC may be contacted by calling toll free to 1-800-478-4692.

FILE A COMPLAINT WITH THE U.S. DEPT. OF JUSTICE. Coordination and Review Section, Civil Rights Division, U.S. Department of Justice, P. O. Box 66118, Washington, D.C. 20035-6118 or telephone 202-514-0301.

Quick Checklist:

- ❖ Employers may not discriminate against an individual with a disability in hiring or promotion if the person is otherwise qualified for the job.
- ❖ Employers can ask about one’s ability to perform a job, but cannot inquire if someone has a disability or subject a person to tests that tend to screen out people with disability.
- ❖ Employers will need to provide “reasonable accommodation” to individuals with a disability. This includes steps such as job restructuring and modification of equipment.
- ❖ Employers do not need to provide accommodations that impose an “undue hardship” on business operations.

RESOURCES

- ❖ Americans with Disabilities Act Handbook published by EEOC and the U. S. Department of Justice.
- ❖ A Technical Assistance Manual on the Employment provisions (Title 1) of the Americans with Disabilities Act published by the U.S. EEOC
- ❖ The ADA – Your Employment Rights as an Individual with a Disability by U.S. EEOC.
- ❖ The ADA – Questions and Answers by U.S. EEOC.

YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA) OF 1993 and THE ALASKA FAMILY LEAVE ACT (AFLA)

THE FAMILY AND MEDICAL LEAVE ACT (FMLA) requires covered employers to provide up to 12 weeks of *unpaid*, job-protected leave to eligible employees for certain family and medical reasons (the State of Alaska is a covered employer). Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

THE ALASKA FAMILY LEAVE ACT (AFLA) requires covered public employers to provide up to 18 weeks of *unpaid* leave to eligible employees for certain family and medical reasons. Employees are eligible if they have been employed by a covered employer for at least 35 hours a week for at least six consecutive months or for at least 17.5 hours a week for at least 12 consecutive months immediately preceding the leave, and if there have been at least 21 employees within 50 road miles during any period of 20 consecutive workweeks in the preceding two calendar years.

REASONS FOR TAKING LEAVE: Unpaid leave must be granted for *any* of the following reasons:

- ❖ to care for the employee's child after birth;
- ❖ to care for the employee's child at adoption or foster care (for FMLA-covered employees only);
- ❖ to care for the employee's spouse, son or daughter, or parent who has a serious health condition;
or
- ❖ for a serious health condition that makes the employee unable to perform the employee's job

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave. The State of Alaska, as the Employer, requires the use of paid leave.

ADVANCE NOTICE AND MEDICAL CERTIFICATION: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- ❖ The employee ordinarily must provide 30 days advance notice when the leave is foreseeable.
- ❖ An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the Employer's expense), periodic updates and a fitness for duty report to return to work.

JOB BENEFITS AND PROTECTION:

- ❖ For the duration of FMLA leave, the Employer must maintain the employee's health coverage under any group health plan. There is no similar requirement under AFLA
- ❖ Upon return from FMLA or AFLA leave, most employees must be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.
- ❖ The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee leave.

UNLAWFUL ACTS BY EMPLOYERS:

- ❖ Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- ❖ Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT:

- ❖ Employees covered by a collective bargaining agreement may follow the complaint procedure set out in their respective agreements.
- ❖ The U.S. Department of Labor is authorized to investigate and resolve complaints of violations of FMLA.
- ❖ The Alaska Department of Labor is authorized to investigate and resolve complaints of violations of ALFA.
- ❖ An eligible employee may bring civil action against an employer for violations of FMLA.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

FOR ADDITIONAL INFORMATION: Contact your departmental Human Resources Office, or the nearest office of the Wage and Hour Division listed in most telephone directories under U.S. Government, Department of Labor.

GLOSSARY OF FMLA TERMS

Public employer – Public employers include the government of the United States; the government of a state or a political subdivision of a state; any agency of the United States (including the U.S. Postal Service and Postal Rate Commission); or any interstate governmental agency.

Reduced leave schedule – Leave scheduled for a fewer number of hours than an employee usually works during each workweek or workday is referred to as a reduced leave schedule.

Serious health condition – An illness, injury, impairment, or physical or mental condition that involves:

1. any period of incapacity or treatment in connection with or consequent to inpatient care (e.g., an overnight stay) in a hospital, hospice or residential medical care facility;
2. any period of incapacity requiring absence from work, school or other regular daily activities, of more than three calendar days, which also involves continuing treatment by a health care provider; or
3. continuing treatment by a health care provider for chronic or long-term health conditions that are incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days.

Son or daughter – This can be a biological, adoptive, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is (1) under 18 years of age, or (2) 18 years or older and incapable of self care because of a mental or physical disability.

Spouse – A husband or wife as defined or recognized under state law for purposes of marriage, including common law marriage in states where it is recognized. The definition is intended to make clear that an employer does not have to grant an employee family or medical leave to care for an unmarried domestic partner.

Teacher – For purposes of the definition of instructional employees excluded from Title I coverage, "teacher" means a civilian citizen of the United States whose services are required on a school-year basis in a teaching position in a school operated by the Department of Defense in an overseas area for dependents of members of the armed forces and dependents of civilian employees of the Department of Defense.

Willful violation – A willful violation occurs when an employer knew or showed reckless disregard for the matter of whether its conduct was prohibited.

Worksite – The worksite is the single site of employment to which an employee is assigned as his or her home base from which he or she is assigned, or to which he or she reports.

GLOSSARY OF LABOR TERMS

Agency Shop – A union security contract clause requiring those employees who are covered by the contract, but who decline to join the Union, to pay a service fee to the Union equal to, or a percentage of, the Union dues. This fee is intended to compensate the Union which, by law, must give full and equal representation to all bargaining unit members, regardless of membership status (also called “Fair Share”).

Bargaining Unit – A group of employees in a given workplace who have a sufficient similarity of interest to constitute a unit for the purpose of bargaining collectively with their employer. The National Labor Relations Board, or similar federal, state or local agency usually defines a bargaining unit. The Alaska Labor Relations Agency defines state employee bargaining units in Alaska.

Certification – Official recognition by a labor relations board that an employee organization is the exclusive representative for all the employees in an appropriate bargaining unit for the purpose of collective bargaining.

Check off – An arrangement under which an employer deducts the amount of union dues or voluntary political contributions (see PEOPLE) from an employee’s pay and forwards it to the Union.

Collective Bargaining Agreement – A method of determining wages, hours and other conditions of employment through direct negotiations between the Union and the Employer. Normally, collective bargaining results in a written contract which covers all employees in the bargaining unit.

Concerted activities – Methods employed by workers to better their wages, hours, and working conditions.

Contract or Collective Bargaining Agreement – A formal written agreement over wages, hours and conditions of employment entered into by an employer and the Union representing the employees in the bargaining unit.

Cost of Living Adjustment – Negotiated periodic pay adjustments based on changes in the Consumer Price Index which measures inflation.

De Minimis Doctrine – The legal doctrine that the law does not concern itself with minor or trifling matters.

Discrimination – Unequal treatment of workers because of race, religion, nationality, sex, appearance, union membership, political affiliation or some other unfair basis. Discrimination may occur in hiring, types of jobs given, rates of pay, promotion and transfer, layoffs, or other areas. Some classes are protected by law while others are negotiated.

Duty of Fair Representation – The obligation of the Union imposed by statute to represent impartially all bargaining unit members in collective bargaining and in the enforcement of the labor contract.

Free Rider – An employee who chooses not to join the Union that has negotiated the contract over his/her wages and working conditions, and who reaps the benefits of that contract.

Fringe Benefits – Vacations, holidays, insurance, medical benefits, pensions and other economic benefits that are provided to employees under the Union contract; these are in addition to direct wages. In state employee units in Alaska, retirement benefits are legislated.

Grievance Arbitration – When all attempts to resolve a conflict through the grievance procedure fail, grievance arbitration is often the means by which the problem is resolved. In grievance arbitration, a neutral third party makes a decision which is usually both final and binding on both parties.

Grievance Mediation – A voluntary and less formal method of dispute resolution whereby a neutral party serves as a facilitator in the decision making process. The ultimate acceptance, rejection, or modification of a resolution rests with the parties.

Interest Arbitration – In the event of negotiation deadlock between management and the Union, wages and other conditions of employment, depending on the scope of bargaining, are decided by a third-party neutral person, an arbitrator. This method of resolution is often an alternative to the strike.

Just Cause – A common law or contractual definition of standards against which the appropriateness or fitness of the discipline or discharge of a worker is tested.

Labor Relations Board – Quasi-judicial agency set up under national or state labor relations acts. Its duties are: defining appropriate bargaining units; holding elections to determine if workers want union representation; certifying unions to represent employees; and applying legal provisions prohibiting certain employer or union unfair labor practices.

Lockout – The denial of employment by the Employer to workers during a labor dispute, in order to pressure the Union to accept the Employer's terms.

Past Practice – Three conditions must be present in order for a practice to be considered a past practice: 1) It has been a consistent activity occurring for a significant period of time, 2) The contract is silent or ambiguous on the issue, and 3) Both parties have knowledge that the practice exists. A grievance can sometimes be based on a violation of a past practice if these three conditions are met.

Pay Equity – A term referring to the concept that female-dominated jobs or professions have been traditionally undervalued, based on levels of responsibility and required education, and that pay for these jobs should be raised to levels of comparable jobs which are traditionally held by men.

Picketing – The carrying of signs or the passing out of literature protesting working conditions or actions taken by an employer. Picketing occurs during a strike, or in the form of an informational picket. In this tactic, designed to put pressure on the Employer, union members inform the public and other workers about the conditions they feel are unfair.

Representation Election – A vote conducted by an appropriate labor board or agency to determine whether a majority of the workers in a previously established bargaining unit want to be represented by a given union.

“Right to Work” Law – Right to work laws say that no one has to pay union dues, no matter that the Union is obligated by law to represent everyone in the bargaining unit equally. The law prohibits the negotiation of union shop or agency fee provisions in an agreement.

Scab – A person who continues to work, or who accepts employment, while the workers are on strike. By filling the jobs of striking workers, and keeping the Employer operational, scabs may weaken or help break the strike.

Seniority – Length of service with an employer. Based on their seniority, preference can be accorded to employees in such areas as promotion, transfer, shift assignment, scheduling, vacation accrual, layoff, recall, etc.

Service Fee – A monetary assessment of non-members in a bargaining unit to help defray the Union’s costs in negotiating and administering the contract (see Agency Shop).

Sexual Harassment – Any unwarranted and repeated sexual comments, looks, suggestions or physical contact that create an uncomfortable working environment for an employee. Sexual harassment is against the law.

Strike – A concerted act by a group of employees who withhold their labor for the purpose of bringing about a change in wages, hours or working conditions.

Subcontracting (Contracting Out) – Practice of employer having work performed by an outside contractor and not by regular employees in the unit.

Unfair Labor Practice – An employer or union practice forbidden by the National Labor Relations Act, the Civil Service Reform Act (for federal workers), or state and local laws, subject to court appeal. It often involves the Employer’s efforts to avoid bargaining a contract in good faith. Other examples of possible ULPs are when management fails to provide information the Union has requested and needs to process a grievance, or when management repeatedly fails to implement grievance settlements or arbitration awards.

Union Shop – A form of union security that permits employers to hire workers of their choice, but requires all current and future employees to join the Union within a specified time after being hired, usually 30 days. A union shop provision also requires that employee to remain a member and pay union dues for the duration of the collective bargaining agreement. Under the GGU Agreement Article 3.03 E., members have ten (10) working days to contact the Union.

USE OF OFFICE TECHNOLOGY

Article 2.05 of the 2010-2013 Collective Bargaining Agreement provides:

Use of State Equipment – Use of state-owned electronic equipment will be allowed and shall be governed by the State of Alaska Technology Policy.

The State of Alaska Technology Policy is provided below. Inherent in the policy is the understanding between the State and the Union that:

1. Use of office technologies by Union Stewards in the performance of (contractually authorized) grievance and complaint handling is allowable as long as it is at no cost to the State.
2. De minimis use of technology (other than for prohibited practices) may be allowed. Interpretation of what constitutes minimal use may differ from Department to Department.
3. The State has a legitimate business reason to limit the use of email attachments to outside normal business hours as well as to limit the size of attachments to 1 megabyte.

The State of Alaska policy provides:

STATE POLICY REGARDING

Personal Use of State Office Technologies

It is in the best interests of the state to encourage Alaska's state employees to learn to use the new office technologies that are fundamental to their future success as state employees. Use of technology that meets ethical standards and provides exposure, education, or experience is allowable and encouraged under this policy.

The office environment has a wide variety of technologies such as: digital telephone services (voice mail, message broadcasting, message and call forwarding), fax servers, image scanning and copying (color, reduction, enlargement, binding, collating), shared and stand-alone computers (fixed, portable), pagers (text and voice), cellular phones, data networks (local, regional, global), dial-up network facilities, Global

Positioning Systems (fixed, portable), VHF and CB radio's (fixed portable), and wireless dispatched office pick-up/delivery courier services.

Use of Office Technologies is no different from use of any other state-provided item in the work place. Executive Branch public employees of the State of Alaska must conform to applicable Alaska statutes, orders and codes. Recognizing the very different agency missions or division-specific needs, agencies may adopt more stringent, specific, or detailed guidelines. Reasonable use and common sense must prevail in the work place use of office technologies. All policies must contain:

Prohibited uses of office technologies (not necessarily limited to the following):

1. Use for any purposes which violate a United States or State of Alaska law or the Alaska Administrative Code.
2. Use for any commercial activities, including commercial advertising, unless specific to the charter, mission, or duties of the government agency.
3. Use for access to or distribution of indecent or obscene material or child pornography.
4. Harassing other users, computing systems, and/or damaging or altering the software components of same.
5. Use for fundraising, political campaign activities, or public relations activities not specifically related to state government activities.
6. Any activity which adversely affects the availability, confidentiality, or integrity of any office technology.

The Executive Branch Ethics Act states a public employee may not “use state time, property, equipment, or other facilities to benefit personal or financial interests” (AS 39.52.120(b) (3)).

Further, “standards of ethical conduct for members of the executive branch need to distinguish between those minor and inconsequential conflicts...and those conflicts of interests that are substantial and material. “AS 39.52.110 (a) (3)”.

Applicable Statutes, Administrative Orders and Codes that you may refer to are: AS 39.52, Alaska Executive Branch Ethics Act; Administrative Order #81, Non-discrimination and Non-harassment; Administrative Code 9 AAC 52, Alaska Executive Branch Code of Ethics; AS 39.25.160, Alaska Little Hatch Act; AS 24.60, Legislature Standards of Conduct.

The State of Alaska reserves the right to routinely monitor Internet use by individuals and report such use to appropriate supervisors. Contents of state employees' computers are also subject to “Freedom of Information” requests.

This policy is to be read, understood, and signed by each person that has Internet access privileges in the presence of their supervisor or agency human resources staff. It will be kept on file by the immediate supervisor of each employee accorded such privilege. Use of Internet services is a revocable privilege. User accounts and password access may be withdrawn if a user violates this policy. Violations may also result in possible personnel action up to and including termination, and depending on the severity, may

result in criminal prosecution and/or civil liability. After reading, understanding, and signing this policy, state employees have 48 hours after the date signed to clear any material that does not conform to this policy from any office technology.

Article 10 – Notification of Recruitment provides:

If available, and on the member’s own time, a bargaining unit member may access Workplace Alaska and apply for vacancies at his or her work site and shall be allowed to use his or her work site email address to receive notification of recruitment announcements.

Article 14 – Notice of Discipline and Discharge provides:

C. The Employer agrees that with the exception of instances of egregious misconduct, including but not limited to gross disobedience, dishonesty, chemical or alcohol intoxication, physical misconduct, abuse or lewd behavior, *the unauthorized accession, viewing or accessing of pornography or lewd materials at work*, or abandonment of duties, all permanent employees shall be given two (2) weeks’ notice or two (2) weeks’ pay prior to discharge.

Article 19 – Plan Access in the workplace

If available, bargaining unit members may have reasonable use of State equipment to access, utilize, and review the health benefits plan at his or her work site.

Internal Union Politics

The State has notified all employees that inappropriate use of email could result in discipline. In order to avoid any appearances that the State is involved in or attempting to influence internal union affairs, they have advised employees that use of the State’s email system for topics relating to internal union affairs is prohibited. The topics covering internal union affairs include but are not limited to: dues structure; the election of union officials; the hiring and retention of union staff; the election or appointment of shop stewards; the election or appointment of convention delegates; and actions taken by the Union’s elected leadership, convention delegates, or the Union’s membership that directly relate to internal governance issues.

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FORMS AND NOTICES

(for reference only)

To be sure that you are always utilizing the most current forms available; please download these forms from the ASEA/AFSCME Local 52 website when needed.

www.afscmelocal52.org

These forms will be kept there in the '*Docs, Forms and Files*' link, within the '*Steward Material*' folder. Please call your nearest local union office for forms not found there and additional information.

The Grievance and Complaint Forms are also available on the State's website for use.

www.alaska.gov

GGU AUTHORIZATION FOR PAYROLL DEDUCTIONS

Entered _____

**COMPLETE AND RETURN TO: ASEA/AFSCME Local 52, 1577 C Street, Suite 201, Anchorage, AK 99501
or Fax: (907) 277-5206** **PLEASE PRINT CLEARLY**

Most Recent Date of Hire	Employee ID or Social Security Number	Voter ID #	
Department	Last Name	First	Middle
Division	Mailing Address		
Work Location	City	State	Zip + 4
Job Title	Physical Address		
Home Phone	City	State	Zip + 4
Work Phone	Home E-Mail Address		

SIGNATURE
 MEMBER-COMR
 ↓

I AUTHORIZE MY EMPLOYER TO DEDUCT FROM MY PAYCHECK EACH PAY PERIOD, UNION DUES OR FEES IN ACCORDANCE WITH THE TERMS OF THE ASEA/AFSCME LOCAL 52—STATE OF ALASKA COLLECTIVE BARGAINING AGREEMENT.

(Select One)

- UNION DUES**, with full membership rights, including the right to vote and/or hold office.
- AGENCY FEES**, (I understand I will not have full rights to participate in the Union, including the right to vote or hold office)

ASEA BUSINESS LEAVE BANK

I acknowledge, as a condition of employment that 7-1/2 hours of personal leave will be deducted and contributed to ASEA/AFSCME Local 52's Union Leave Bank.

X SIGN HERE

 SIGNATURE OF BARGAINING UNIT MEMBER DATE

**Authorization for Payroll Deductions of my
Public Employees Organized to Promote Legislative Equality (PEOPLE)
VOLUNTARY CONTRIBUTION**

You may make a contribution of any amount or no contributions at all to PEOPLE. The Union will not favor or disadvantage anyone by the level or decision to contribute. In accordance with federal law, the PEOPLE Committee will accept contributions from only members of AFSCME and their families. Contributions to AFSCME PEOPLE are not deductible as a charitable contribution for federal income tax purposes.

I understand that this contribution may be used for political purposes. My Contribution is voluntary. I understand that it is not required as a condition of membership or as a condition of continued employment, and that I may revoke this authorization at any time by giving 30 days written notice.

I AUTHORIZE THE STATE OF ALASKA TO DEDUCT THE FOLLOWING VOLUNTARY CONTRIBUTION FROM MY PAYCHECK EACH PAY PERIOD, TO BE PAID TO ASEA/AFSCME LOCAL 52 POLITICAL ACTION COMMITTEE.

Minimum Contribution \$2.00 (Does not qualify for AFSCME MVP Rewards)

AFSCME PEOPLE MVP Rewards Program (\$5.00 minimum contribution to qualify for the AFSCME MVP Rewards)
 \$5.00 \$10.00 \$ _____ (any amount up to \$20.00)

X SIGN HERE

 SIGNATURE OF BARGAINING UNIT MEMBER DATE

UNION RELEASE FOR CONTINUED EMPLOYMENT

OFFICE USE ONLY

OFFICE USE ONLY

The Bargaining Unit Member named above has fulfilled their dues/fees enrollment obligation under the Collective Bargaining Agreement and is released for the continued state employment beyond their 31st day.

OFFICE USE ONLY

 AUTHORIZED UNION REPRESENTATIVE DATE



Alaskans Working For Alaska!

PLEASE POST

NEW MEMBER ORIENTATION NOTICE

Anchorage – (277-5200 or 800-478-2732) – Twice every Tuesday at Noon and 4:45 pm

Fairbanks – (452-2300 or 800-478-2305) – Every Tuesday at 12:00 pm

Juneau – (463-4949 or 800-478-0049) – Every Wednesday at 12:15 pm

All new members should attend New Member Orientation either in person or telephonically at one of the three ASEA/AFSCME Local 52 offices to learn of the benefits and responsibilities of union membership. Please call your nearest local union office to schedule your attendance (or re-schedule if needed).

We will use this orientation to review:

1. The GGU Agreement
2. Member benefits
3. Dues and membership sign up
4. The Union's organizational structure and the member role
5. Question and answer session

Members in the outlying areas must contact the nearest union office for a new member packet. The toll free number and pass code needed for them to call into to join the New Member Orientation teleconference will either be provided when they call to sign up or in the mailed new member packet.

**Anchorage
1577 C Street, Ste 201
Anchorage, AK 99501
907-277-5200
1-800-478-2732**

**Fairbanks
542 4th Avenue, Ste 226
Fairbanks, AK 99701
907-452-2300
1-800-478-2305**

**Juneau
318 4th Street
Juneau, AK 99801
907-463-4949
1-800-478-0049**



Alaskans Working For Alaska!

1577 C Street, Suite 201, Anchorage, Alaska 99501 • Phone (907)277-5200 • Fax (907)277-5206

E-mail: aseahq@afscmelocal52.org • Website: www.afscmelocal52.org

POLITICAL ACTION NOTICE

Members' dues may not be used for contributions to political candidates, in accord with APOC Regulations. Political contributions to candidates may only be made from voluntary membership contributions. To assure public employee-friendly legislators, it is imperative that voluntary resources from the membership be used to help create successful campaigns of supportive lawmakers to represent the State of Alaska workers in the Legislature.

You may participate through the following:

VOLUNTARY P.E.O.P.L.E. * PAYROLL DEDUCTIONS

100% goes to the ASEA/AFSCME Local 52's Political Action Committee

VOLUNTARY ONE-TIME POLITICAL CONTRIBUTION

100% goes to the ASEA/AFSCME Local 52's Political Action Committee

NOTE: ALL PARTICIPANTS IN THE POLITICAL ACTION PROGRAM ARE AUTOMATIC MEMBERS OF THE ASEA POLITICAL ACTION COMMITTEE.

**P.E.O.P.L.E. stands for Public Employees Organized to Promote Legislative Equity.*



Alaskans Working For Alaska!

Union Meeting Notice

WHEN:

WHERE:

WHY:

All members are encouraged to attend!

Step _____

Bargaining Unit GGU
Contract Years year - year

1. **Name of Employee and/or grievant** 2. Employees 6 digit Employee ID number XXXXXX
3. **Employee’s home mailing address** (where they receive their personal mail) _____
4. Employees Job Class: _____ 5. Geographic location: Worksite location
6. SOA Dept & Div which the employee works: Department/Division
7. Has the employee talked to their supervisor? **If yes, write the date the conversation took place**
8. Always answer **“YES”** to this question, look at the index in the contract and write down the **Article number**). Don’t hesitate to call a business agent if you are not sure which article has been violated.
9. In your own words write what the grievance is about. “On Monday, January 25, 2010 Dillingham had a terrible snow storm; the State Trooper closed many roads and told residents to stay home. I did not report to work because of the weather, but do not believe I should have to take annual leave for missed work”
10. **Date of Incident** _____
11. Relief sought. What does the employee want? “I want my leave reinstated for that day.”

Date the form, and the **employee or union steward must sign the form.**

Read Article 16 carefully; follow the direction on Step I

Give the form to the first level supervisor (an APEA member) – not a GGU member. Or e-mail or fax the form to the supervisor, ask for confirmation, so you know the supervisor got the grievance. The supervisor has 10 working days (Monday to Friday, excluding holidays) to reply.

Step II is filed within 10 working days after the employee receives their response – or after the supervisor has had the grievance form for 10 working days.

Send the Union a copy when the grievance is filed, so we can open a file and watch the timelines.

ASEA/AFSCME LOCAL 52

GRIEVANCE FACT SHEET

This FACT SHEET to be used by the Steward to aid in investigating each grievance. Use additional pages to document all the details if necessary.

**DO NOT TURN THIS FORM INTO MANAGEMENT
THIS INFORMATION IS FOR THE UNION'S USE ONLY**

GRIEVANT'S NAME _____ SS# _____

MAILING ADDRESS _____

HOME # _____ WORK # _____ DEPT./DIV. _____

JOB CLASS _____ S.U. SUPER. _____

DISCUSSED WITH SUPERVISOR ON: _____ STEWARD _____

WHAT HAPPENED? (Describe what gave rise to this incident) _____

WHO WAS INVOLVED? Give names and titles witnesses _____

WHEN DID IT OCCUR? Give day, time, date(s) _____

WHERE DID IT OCCUR? Specific location(s) _____

WHY IS THIS A GRIEVANCE? What Article of Contract is violated? _____

WHY IS THIS A COMPLAINT? Any job related matter not in contract _____

WHAT ADJUSTMENT IS REQUIRED? What must management do to correct the problem? _____

ADDITIONAL COMMENTS Use reverse side if needed _____

NOTE: A COPY OF THIS FORM TO BE COMPLETED BY STEWARD OR OFFICER FILING GRIEVANCE AND TO BE

TURNED IN TO BUSINESS AGENT ALONG WITH A COPY OF GRIEVANCE.



Step _____
State Case # _____
Union Case # _____

**STATE OF ALASKA
COMPLAINT FORM**
(Attach copies of previous step forms)
BARGAINING UNIT _____
CONTRACT YEAR (S) _____

1. Name of Complainant _____ 2. Employee ID # _____

3. Mailing Address _____

4. Job Class _____ 5. Location _____

6. Department/Division/Vessel/Crew _____

7. Discussed with supervisor on _____

8. Does complaint stem from contract violation? _____

If so, what provision(s) _____

9. Nature of Complaint

When did this occur?

10. Relief Sought

Date

Authorized Submitter Signature (refer to contract)

11. Name and Title of Respondent _____

12. Date Received _____ 13. Remarks _____

14. Decision _____

Date

Respondent Signature

Distribution: Original – Labor Relations, Copies – Union, Payroll/HR Office, Employee
Revised 6/1/09



Step _____
State Case # _____
Union Case # _____

**STATE OF ALASKA
GRIEVANCE FORM**
(Attach copies of previous step forms)
BARGAINING UNIT _____
CONTRACT YEAR (S) _____

1. Name of Grievant _____ 2. Employee ID # _____

3. Mailing Address _____

4. Job Class _____ 5. Location _____

6. Department/Division/Vessel/Crew _____

7. Discussed with supervisor on _____

8. Does grievance stem from contract violation? _____

If so, what provision(s) _____

9. Nature of Grievance

When did this occur? _____

10. Relief Sought

Date _____ Authorized Submitter Signature (refer to contract)

11. Name and Title of Respondent _____

12. Date Received _____ 13. Remarks _____

14. Decision _____

Date _____ Respondent Signature _____

Distribution: Original – Labor Relations, Copies – Union, Payroll/HR Office, Employee
Revised 6/1/09

Date: _____

Re: Copy of Supervisor’s File for:

Dear _____:

Pursuant to Article 34 of the 2010-2013 GGU Agreement, ASEA/AFSCME Local 52 on behalf of _____ hereby requests a complete copy of all files and documentation on _____. Article 34 – Examination of Records provides that “bargaining unit members shall have the right to examine his/her official personnel files, including the supervisor’s working file and departmental personnel file. Reasonable requests for copies of material contained in personnel files will be honored.” Please provide a copy of all anecdotal records, any evaluations whether formal or informal, and any and all records, documentation or computer files regarding _____. A copy of _____ Release and Authorization is enclosed. Thank you in advance for your prompt cooperation.

Sincerely,

ASEA/AFSCME Local 52 Steward

cc: _____ (member)