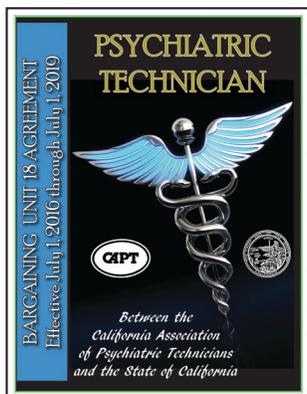


CONTRACT VICTORY!



CAPT wins Expedited Arbitration at CHCF

Arbitrator upholds Post and Bid posting criteria under 9.2 B

Section 9.2 B of our MOU establishes a Post and Bid posting criteria that include, among other things, the position's unit, even if the units are within a program. Unfortunately, in an attempt to undermine our Post and Bid, management at California Healthcare Facility, Stockton failed to include the unit assignments on several listed positions. CAPT representatives met with CHCF on Sep. 11 to remedy the violation, but management was not persuaded. Management advised CAPT that it was unwilling to include the unit assignments on the nearly 20 positions in question. Management's blatant disregard of this provision affected members' right to choose the position and unit for which they could bid upon, thereby denying our freedom to choose not only our shift and regular days off but our work location.

Naturally, CAPT grieved the matter, asserting that notice criteria number three, which states, "Program and unit/residence/ward," requires that the unit assignments for the E-yard be included in the posting criteria for Post and Bid positions. CAPT argued that the Enhanced Outpatient Program is assigned to E-yard and that the E-yard is comprised of Units A, B, C, D, E, and F. Consequently, CHCF's failure to include those units in the posting criteria was a clear violation of our contract.

The department responded to our grievance saying they were not required to identify the Unit as part of the posting criteria because identifying the program was sufficient. In other words, unit identification was not applicable if the unit was within a program.

Fortunately, at arbitration, PT Denise Sanders, the Post and Bid Coordinator at CHCF, CAPT Consultant Ann Lyles and Attorney Sean Bedrosian, successfully convinced Arbitrator Norman Brand that the units must be identified. "Denise was on fire," said Lyles. She gave the arbitrator every bit of information he needed to reach the correct decision.

"The Union's interpretation of Section 9.2 B is that 'unit' is 'applicable' whenever a program is offered in multiple 'units,'" wrote Brand in his ruling. "If it is only offered in one 'unit,' then 'unit' is an irrelevant criterion to include on the bid. By bidding the program employees are bidding a work location ... Consequently, the Union interpretation is more likely correct."

The arbitrator ruled on the spot in favor of CAPT. The written award states "Section 9.2 B required the State to include the Unit assignments for the E-yard (EOP) in the posting criteria." Because this matter was taken to expedited arbitration, it is binding on the department.

Stockton Chapter President Sam Ortiz furnished the award to labor relations and is working to establish when the next bid will take place.

If you have any questions regarding our Post and Bid or would like more information, please contact Stockton Chapter President Sam Ortiz at (209) 954-2031.

