

Los Rios Classified Employees Association (LRCEA)

LRCEA Policy: Representation (effective 10-1-21)

1. Introduction

This Policy applies to each employee in the Los Rios Community College District (District) represented by LRCEA in the White-Collar Bargaining Unit (Unit).

This Policy describes the terms and conditions of individual representation for all employees in the Unit.

This Policy was adopted pursuant to the Educational Employment Relations Act commencing with Section 3540 of the Government Code (EERA), the collective bargaining agreements (Contract) between LRCEA and the district, and the LRCEA Constitution.

This Policy is subject to change without prior notice by action of the LRCEA Executive Board.

2. Exclusive LRCEA Jurisdiction

LRCEA is the exclusive bargaining representative for all employees in the Unit.

No employee in the Unit shall retain any individual, entity, group, firm, or organization other than LRCEA, to represent him/her for any matter for which LRCEA is his/her exclusive bargaining representative, without the prior express written agreement for the employee to do so pursuant to official action of the LRCEA Executive Board.

3. Employee Contacts LRCEA About Representation

An employee contacting LRCEA about representation must do so before time to file or appeal his/her case expires.

The following applies in all representation cases:

a. Policy Review

LRCEA will review this Policy with an employee who contacts LRCEA about representing him/her.

b. Employee Completes Request for LRCEA Representation Form

Following that Policy review, if, the employee wants LRCEA to represent him/her for the case the employee shall, provide LRCEA with a completed, signed, and dated Request for LRCEA Representation Form (copy attached to this Policy); the date and signature of the employee on the Form must be current, not postdated, and the employee must provide LRCEA with all material in his/her possession related to the case, attached to that Form.

c. Completed Documents Delivered to LRCEA

The employee requesting representation is responsible to provide LRCEA with all required documents related to his/her case in a timely manner, considering the time to file or appeal the case.

d. Investigation of the Case

When LRCEA receives the completed, signed, and dated documents for the case from the employee, the LRCEA President will assign a person to investigate the case to determine if it has merit.

e. Report of the Investigator

The person who conducts the investigation will provide the LRCEA President with a written report describing his/her findings regarding the case.

This investigative report will remain confidential to the LRCEA President and the LRCEA Executive Board.

f. Decision on the Case by the LRCEA President

After reviewing the case report from the investigator, the LRCEA President will determine if LRCEA will represent the employee.

g. Notice of Decision to Employee

LRCEA will notify the employee in writing of its decision about representation for the case. If LRCEA determines not to represent the employee for the case, the reason(s) for that determination will be included in that written notice to the employee.

g. Automatic Review if the Case is Denied

When representation is denied for the case, it will promptly be submitted to the LRCEA Executive Board for review, and this review may include any or all the following:

1) Discussion With the Investigator

A review of the investigator's report and/or discussion of the findings with him/her.

2) Discussion With the LRCEA President

A discussion with the LRCEA President about how he/she decided to deny representation.

The LRCEA President cannot participate in deliberations of the LRCEA Executive Board regarding the appeal and cannot vote on the appeal.

3) Discussion With Employee

A discussion with the employee requesting representation for the case.

4) Decision by the LRCEA Executive Board

The decision of the LRCEA Executive Board on its review of the case, will occur within the fifteen consecutive calendar days immediately after its receipt of the denied case.

A copy of that final decision on the case will be provided in writing to the employee who requested representation, the LRCEA President, and the person who investigated the case.

This decision on the case by the LRCEA Executive Board is final regarding LRCEA representation for the case.

h. Filing or Appealing a Case - Exceptions

When time to file or appeal a case will expire before LRCEA can reasonably complete its investigation of the case it may:

1) Employee Files or Appeals Case Himself/Herself

Direct the employee requesting representation to file or appeal the case himself/herself; or

2) LRCEA Files or Appeals Case to Protect Time Limits

LRCEA may file or appeal the case on behalf of the employee, however, such action by LRCEA does not imply or mean in any manner whatsoever, that LRCEA agrees to represent the employee for the case or, does not or mean in any manner whatsoever, that LRCEA will indemnify any costs and expenses incurred by the requesting employee regarding the case.

LRCEA has the sole and exclusive discretion to determine if and when a case is filed or appealed.

4. LRCEA Representation Limits

LRCEA representation is limited to matters expressly subject to resolution for individual employees in the Unit through the Grievance Procedure in the Contract, and matters described in the EERA for which LRCEA has exclusive jurisdiction.

LRCEA representation depends on its financial ability and is subject to such limits as LRCEA may determine at its sole and exclusive discretion.

5. Exceptions - Employee Represents Himself or Herself

The EERA allows an employee in the Unit to represent himself/herself for a Grievance without LRCEA involvement, however, any proposed settlement of that Grievance must be consistent with the provisions of the current Contract between LRCEA and the District.

Further, the District must provide LRCEA with a copy of the proposed settlement, allowing LRCEA a reasonable time to respond to that settlement proposal in writing before it become final.

LRCEA has sole and exclusive discretion regarding Arbitration of Grievances pursuant to the Contract, and no employee in the Unit can cause any Grievance to be Arbitrated unless LRCEA expressly agrees in writing to do so; this sole and exclusive authority is also conveyed to LRCEA regarding any Hearing on a LRCEA Contract

scheduled before the District Board of Trustees.

6. No Indemnification

LRCEA will not indemnify anyone for the costs and expenses of representation without prior express written agreement to do so, pursuant to an official action of the LRCEA Executive Board that specifically authorizes such indemnification; indemnification consists of the payment of money in reimbursement for a portion or all actual and necessary representation costs and expenses incurred by an employee for his or her case when representation is conducted by other than LRCEA.

7. What is Included in Representation?

LRCEA representation consists of advice and assistance rendered by a person or person specifically authorized to do so by the LRCEA President.

This advice and assistance may include settlement, negotiations, investigation, appearance before administrative, judicial, and or legislative tribunals as determined by LRCEA.

8. Matters Excluded from LRCEA Representation

LRCEA does not provide representation for any of the following:

- a. Any act or event occurring before the calendar date LRCEA is exclusive bargaining representative for the employee requesting representation.
- b. Any act or event occurring outside the district employment of the employee requesting representation.
- c. Any matter outside the "Scope of Representation" of LRCEA pursuant to the EERA.
- d. When time has expired to file or appeal the case.
- e. Workers' compensation, disability, discrimination, sexual harassment, and whistle blower cases.
- f. Any matter before credentialing, licensing, or examining boards or commissions.

- g. Criminal cases.
- h. Any matter that is not expressly related to the employment relationship between the employee requesting representation and the district.
- i. Disciplinary action arising from concerted activity taken by the employee against the district or LRCEA, that is not specifically approved in writing by action of the LRCEA Executive Board, before the action is taken.
- j. When such representation would result in a conflict of interest for LRCEA.
- k. When LRCEA determines the employee who requested representation, has not and or will not comply with any or all terms and conditions of this Policy.
- l. Cases that appear to lack factual or legal merit.
- m. When LRCEA decides the employee requesting representation has not or will not cooperate with LRCEA regarding the case.
- n. Disciplinary cases against the employee requesting representation, from the initial appeal level to the district Board of Trustees level.
- o. Any matter outside the Contract Grievance Procedure, or outside the EERA jurisdiction of LRCEA if not a grievance.

9. Decision Regarding LRCEA Representation

LRCEA has sole and exclusive authority to make its own decisions on the merit of requests for representation and cases related to them, including all the following:

- a. Undertaking representation;
- b. Refusing or discontinuing representation;
- c. Recommending settlement of a matter prior to exhaustion of the applicable administrative procedure;
- d. Refusing to continue representation in the event its

recommendations regarding the case are not satisfactory to the represented employee;

- e. Seeking judicial relief and redress for a particular matter in addition to or in lieu of representation through any or all available administrative procedures;
- f. Discontinuing representation in administrative or judicial proceedings to any point to their exhaustion;

10. Cooperation with LRCEA by Employee

The employee requesting representation must cooperate fully with LRCEA on all aspects of his/her case, and as directed by LRCEA to cooperate with any other party involved in the case. The employee requesting representation shall make full and complete disclosure to LRCEA regarding his/her knowledge and involvement in the case, providing LRCEA with all information and material in his/her possession when he/she possess it.

11. Timely Filing of the Case

Timely filing or appealing a case is subject to requirements of law, regulation, rule, policy, and/or contract, which establish time limits for doing so.

Failure by an employee requesting representation to comply with those time limits, or that cause LRCEA not to be able to comply with those time limits, will cause representation to be denied, or for case already in progress, for LRCEA representation to end.

12. Cost and Expense of LRCEA Representation

The cost and expense of LRCEA representation for employees in the Unit is subject to the following:

a. LRCEA Member

An LRCEA member pays membership dues (dues) to LRCEA, and the cost and expense for his/her representation on matters covered by this Policy, is a member benefit included in payment of those dues.

b. LRCEA Non-Member

A non-member does not pay dues to LRCEA. The cost and expense of his/her representation on matters covered by this Policy, is subject to the following:

1) Cost and Expense of Each Case

Payments described below are required for each case for which representation is requested by the non-member:

a) Initial Payment

A non-member shall make an initial payment to LRCEA of two hundred dollars, to be paid when the non-member provides LRCEA with the completed, signed, and dated Request for LRCEA Representation Form.

b) Additional Payment

If, after investigation of the case LRCEA agrees to represent the employee for the case and takes the case to Arbitration pursuant to the Contract, that non-member shall pay LRCEA an additional two hundred dollars promptly upon being notified that LRCEA will arbitrate the case.

c) Method of Payment

All payments made to LRCEA by a non-member pursuant to this Policy shall be made by a valid credit card (VISA, MasterCard, American Express) or, by a valid personal check drawn on an account of the non-member; no refunds of such payments to LRCEA will be given.

All payments made to LRCEA by a non-member pursuant to this Policy shall be arranged by the non-member with the LRCEA Treasurer when, that payment is due and payable to LRCEA.

Each payment due to LRCEA from a non-member not paid as required by this Policy shall, be subject to collection by LRCEA from that non-member pursuant to the Laws of the State of California, that allow collection of delinquent debts.

13. Hold Harmless

All employees who request LRCEA representation agree, to hold LRCEA harmless and defend it, including but not limited to reasonable attorney fees and costs, against any and all actions, allegations, claims, suits, orders, or judgments brought through or issues against LRCEA as a result of, action taken or caused by the employee who requested LRCEA representation.

**Los Rios Classified Employees Association (LRCEA)
Request for LRCEA Representation Form**

Name of Member/Non-Member (print): _____

Worksite/Department: _____

Work Schedule-Days/Starting-Ending Times: _____

Contract Information: _____

Work Telephone: _____ Home Telephone: _____

Home Mailing Address: _____

Authorization:

I, the undersigned, pursuant to the LRCEA Representation Policy, which I have reviewed and agree to abide by, hereby request LRCEA to Represent me for the case described below:

____ Grievance ____ Discipline Other (list type of case)

My case involves the following: _____

(Attach additional sheets to complete this case description - if needed)

I have attached all documents and information related to this case that I have in my possession when this LRCEA Request for Representation is made by me. I, hereby, certify the information provided to LRCEA by me for the matter I am requesting Representation as described above and attached hereto, is true and correct.

Signature of Member/Non-Member Making Request Date of Request

LRCEA Use Only: ____ Member ____ Non-Member

Invoice and Payment attached to request for representation if paid.

CASE NUMBER: _____

LOS RIOS CLASSIFIED EMPLOYEES ASSOCIATION (LRCEA)
701 HOWE AVENUE, SUITE D-39, SACRAMENTO, CALIFORNIA 95825]

INVOICE/RECEIPT

Pursuant to the LRCEA Representation Policy a non-member of LRCEA is charged for LRCEA Representation. The timing of payments and amounts to be paid for that Representation are posted in that LRCEA Policy. This INVOICE/RECEIPT calls for the following payment and will serve as a receipt for such payment when properly made:

CASE NUMBER: _____

Name of Non-Member: _____

District Work Location: _____

Date INVOICE?RECIPET Issued: _____

Amount of Payment Due Now: _____

Date Payment Made: _____

Method of Payment and Credit Card Information:

Type of Credit Card	Card Number	Expiration Date
American Express	_____	_____
MasterCard	_____	_____
VISA	_____	_____

Personal Check: _____ (copy attached) - Include Name of Bank and its address

I, the undersigned, hereby certify that the above named LRCEA non-member, paid the full required amount due at this time for LRCEA Representation, pursuant to the LRCEA Representation Policy.

Daniel Kwong, LRCEA Treasurer

Date Signed

Copy to: _____ Case File _____ Treasurer's File