

**SAN LUIS OBISPO COUNTY EMPLOYEES' ASSOCIATION
BOARD OF DIRECTORS**

**POLICY GOVERNING
LABOR REPRESENTATION AND
RELATED LEGAL SERVICES**

1. POLICY OBJECTIVE / DEFINITIONS:

A. The objective of this policy, as amended, is to provide a formal and organized policy and procedure for the governance and delivery of high-quality labor representation and related legal services, to members of the San Luis Obispo County Employees' Association (aka: "SLOCEA"), as well as non-member employees who compose the Bargaining Units for which SLOCEA has been granted the status of exclusive representative.

B. For the purposes of this policy, the following definitions shall apply:

- 1) **Member** is defined as a public employee of a SLOCEA represented Bargaining Unit, or other Bargaining Unit, who has applied for and been granted a membership in SLOCEA;
- 2) **Qualified bargaining unit employee** is defined as a public employee of a SLOCEA represented bargaining unit, who has not applied for or been granted a membership in SLOCEA;

2. CATEGORIES OF LABOR REPRESENTATION:

The categories of labor and legal representation available to SLOCEA members and other represented employees under this policy, is as follows:

A. **Administrative Representation:** representation to assist a member / qualified bargaining unit employee, during an administrative disciplinary action brought against him /her, arising from an alleged act or omission within the course and scope of his or her employment duties.

- 1) Representation under this section includes but may not be limited to:
 - i. Investigative interviews;
 - ii. Meetings and hearings conducted in accordance with Skelly v. State Personnel Board (15 Cal. 3d 194);

- iii. Disciplinary appeals before the San Luis Obispo County Civil Service Commission, or, in the case of non-county employees, appeals carried out in accordance with the relevant disciplinary appeal agreement, policy or procedure, with the respective employer.

B. Grievance Representation: representation of a SLOCEA member / qualified bargaining unit employee, for the filing, processing, and prosecution of a meritorious grievance matter, under the applicable grievance procedure for the employee's respective bargaining unit.

C. Affirmative Relief: representation by a SLOCEA appointed attorney to represent a SLOCEA member / qualified bargaining unit employee, in a court civil action that seeks to recover damages or obtain other affirmative relief from an employer in response to the employer violating the due process or other employment rights of the SLOCEA member / qualified bargaining unit employee.

1) Affirmative Relief Representation shall not be provided under this section unless, considering all material factual circumstances, and legal issues, the approving authority determines that there exists a reasonable likelihood of:

i. A favorable membership-wide impact on the Association membership due to the specific legal issues being litigated, or

ii. In the absence of a favorable membership-wide impact, the strong likelihood of a recovery sufficient to reimburse the Association for all of its expenditures associated with the action, including but not limited to attorney's fees and all expenses and costs.

2) Criminal matters, including criminal investigations by a law enforcement agency, or the prosecution of a criminal matter in any court or tribunal of jurisdiction, shall be specifically excluded from coverage under this policy.

3. COVERAGE LEVELS:

A. Labor Representative:

- 1) In accordance with this policy, professional labor representatives shall be available to assist SLOCEA members / qualified bargaining unit employees, with normal and customary labor relations matters, including those matters outlined in sections 2 A and B above.
- 2) Qualified bargaining unit employees shall be required to sign a retainer agreement, submit a deposit, and fully reimburse SLOCEA for all services rendered under this section pursuant to the rate schedule established under section 8 of this policy.

B. Attorney Representation:

- 1) SLOCEA members and qualified bargaining unit employees, may request consultation, and/or representation by an Association appointed attorney, for serious and / or complex administrative and civil matters, including:
 - i. Hearings before an arbitrator or the San Luis Obispo County Civil Service Commission;
 - ii. Representation requested under section 2C above.
 - iii. Qualified bargaining unit employees shall be required to sign a retainer agreement, submit a deposit, and fully reimburse SLOCEA for all services rendered under this section, pursuant to rate schedule established under section 8 of this policy.

4. APPROVAL:

- A.** The services described under section 3B of this policy, shall require the approval of the Association's Executive Committee:

- 1) Such approval shall be accomplished on a simple majority vote of the committee during a duly noticed and convened meeting of the committee.

- 2) The committee shall, in its sole discretion, set the terms, conditions, and limitations on the services approved under section 3B.
- 3) The committee shall consult with the Association's General Counsel on any issue or matter needing legal opinion or clarification prior to rendering coverage decisions in accordance with this policy.

B. All representation services not requiring approval by the Executive Committee shall require the approval of the General Manager.

5. COVERAGE APPEALS:

- A. In any event wherein a SLOCEA member's / qualified bargaining unit employee's initial request for coverage under this policy is denied, such member shall have the right to appeal such denial as follows:
 - 1) If the request was denied by the General Manager, the member may appeal such denial to the Association's Executive Committee, seated as the Appeals Committee.
 - 2) If the request was denied by the Executive Committee, the appeal shall be made to the balance of the Association's Board of Directors, seated as the Appeals Committee. In such case, Executive Committee members who serve concurrently on the Board of Directors shall be recused from any vote related to the appeal.
- B. Appeals must be submitted in writing to the Association office within ten (10) business days following the denial of appellant's initial request for coverage.
- C. A written appeal should include sufficient details so as to provide the Appeals Committee with full and complete information when reviewing the request. Evidentiary exhibits may be included with the written appeal and will be reviewed during the appeal process.
- D. Appellant shall be permitted to attend the appeal hearing to provide such other information as he/she believes may be helpful to the Appeals

Committee in arriving at a decision, and to answer any questions posed by committee members.

- E. Appeals received by any SLOCEA staff member shall be deemed to be received on behalf of the Appeals Committee, at the date and time received by the staff member at the SLOCEA office.
- F. **Written appeals must be submitted to SLOCEA at:** 1035 Walnut Street. San Luis Obispo, CA 9340. Alternatively, fax to (805) 543-4039, or Email to: info@slocea.org
- G. An Appeals Committee seated in accordance with Section 5, subsections A2 of this policy, shall be chaired by an individual appointed by the Association president.
- H. The Appeals Committee shall convene as soon as possible following the receipt of an appeal, but in no event any later than ten (10) business days following the receipt of such appeal.
- I. The Appeals Committee shall render a decision by majority vote of the committee members present.
- J. The Appeals Committee's decision shall be final.

6. CONFIDENTIALITY:

Information disclosed by members during the administration of this policy shall at all times be regarded as privileged and confidential in nature. Accordingly, it is expected and hereby ORDERED, that all Association representatives, including staff, officers, and committee members, shall at all times maintain the strictest confidentiality of all information revealed and entrusted to them by members or other persons in relation to the services provided under this policy.

7. FUNDING:

- A. General funding for the services provided under this policy shall be subject to the appropriation approved by the Board of Directors through the annual budgeting process, or other authorizations rendered by the Board outside of the normal budgeting cycle.

- B. Qualified bargaining unit employees shall be required to sign a retainer agreement, submit a deposit, and fully reimburse SLOCEA for all services rendered under this policy, pursuant to the rate schedule established under section 8 of this policy.

8. RATE SCHEDULE:

- A. The following billable rates are established for the services rendered under this policy to qualified bargaining unit employee's:

SLOCEA's 2018 Reimbursable Rates	
Representative Services	Hourly Rate
Labor Representative	\$95.00
Sr. Labor Representative	\$150.00
Association Attorney	\$300.00

- B. Prior to services commencing on behalf of a qualified bargaining unit employee, the qualified bargaining unit employee shall be required to sign a retainer agreement and place funds on deposit with SLOCEA equal to fifty (50) billable hours, multiplied by the relevant hourly rate from the above rate schedule. (Example: 50 hours x \$150.00 (Sr. Labor Rep. rate) = \$7,500.00 retainer).
- C. In addition to the fees described in Section 8 A and B, qualified bargaining unit employees shall be required to reimburse SLOCEA for all expenses incurred as a result of any representational matter, including: filing fees, lodging, and travel. Mileage shall be reimbursed at the current IRS rate, for all required automobile travel in excess of 15 miles round trip, from the SLOCEA office.
- D. Unused funds on deposit with SLOCEA, will be refunded to the submitting employee promptly upon final conclusion of his/her matter. Hours worked on behalf of the qualified bargaining unit employee, in excess of the funds on deposit, shall be billed in thirty day billing cycles, with payments being due and payable immediately upon receipt of such invoices. Late charges shall be assessed for unpaid balances as follows:
- 1) Net 30 days: 05%
 - 2) Net 60 days: 10%
 - 3) Net 90 days: 15%