



VEA Internal Policy – Employee Representation

1 Purpose & Scope

The purposes of this policy are:

- To assist in upholding the duty of fair representation that Vancouver Education Association (“VEA”) owes to members of its bargaining unit;
- To provide VEA-represented employees with clear processes and expectations for the handling of disciplinary and grievance matters impacting their working conditions; and
- To ensure judicious stewardship of VEA members’ dues dollars.

The scope of this policy is limited to services performed by VEA in fulfillment of its duty of fair representation as recognized by the Washington Public Employment Relations Commission, namely, the enforcement of rights guaranteed by the Comprehensive Professional Agreement negotiated between VEA and Vancouver School District, No. 37. Such services are offered to all employees in the VEA bargaining unit subject to the provisions of Section 6 below.

2 Responsibilities of VEA

VEA will uphold its duty of fair representation when acting within the scope of this policy by:

- Treating all factions and segments of the VEA bargaining unit without hostility or discrimination;
- Exercising the broad discretion permitted to it in asserting the rights of individual employees in complete good faith and honesty; and
- Avoiding arbitrary conduct.

VEA shall provide representation to any employee in any meeting with administration from which the employee has a reasonable belief that disciplinary action may result.

VEA shall investigate any claim by any employee that action or inaction by the employer has given rise to a grievance. The investigation shall not be conducted in a perfunctory manner and shall result in a good faith determination of the merits of the alleged grievance. Criteria for determining the merit of a grievance include, but are not limited to, the following:

- Is there credible evidence and arguments in support of the putative grievant’s position?
- Have all procedural steps (including timelines) been followed properly?
- Is there a sufficiently reasonable chance of prevailing to justify the potential expenses of providing assistance?
- Will the grievance achieve the goal sought by the grievant(s)?
- Are the best interests of the bargaining unit as a whole served by pursuing a grievance?

Where it is determined that the grievance has merit, VEA shall pursue recourse on behalf of the affected employee(s) as it determines, in its sole discretion, is in the best interests of the bargaining unit.

The determination of the merit of a grievance is a continuous process; a grievance deemed meritorious to pursue at one level may be determined not meritorious to pursue at another level. VEA reserves the right to deny or curtail assistance at any time should it make a reasonable and good-faith determination that the case does not have (or no longer has) merit according to the criteria above. Notice of and an explanation for denial or curtailment of VEA assistance due to lack of merit shall be provided to the grievant in writing. The decision to deny or curtail VEA assistance due to lack of merit is subject to appeal as described in Section 5 below.

3 Responsibilities of the Employee(s)

The responsibilities of any employee(s) seeking VEA assistance include the following:

- Providing VEA with all available information regarding the incident(s) in question.
- Informing VEA of any meetings or developments regarding the incident(s) in question.
- Cooperating with VEA in preparation for any grievance or disciplinary meeting.
- Notifying VEA of intent to drop, escalate, modify or settle any grievance action.
- Abiding by the directions or recommendations of their VEA representative, including recommendations to withdraw or settle a grievance.
- Signing, understanding, and complying with these guidelines throughout the investigatory and/or grievance processes.

Failure to fulfill these responsibilities may compromise the merits of a grievance and may result in curtailment of VEA assistance, subject to appeal as described in Section 5 below.

4 Procedures

4.1 Disciplinary Investigations

When VEA is made aware of an employee's reasonable belief that a meeting requested by administration may result in disciplinary action, a Weingarten representative will be designated to assist the member. While the employee's wishes will be considered, designation of the Weingarten representative is VEA's prerogative. The designation of Weingarten representative may be changed as VEA deems appropriate.

The Weingarten representative will attend the meeting with the employee and—as they determine appropriate—caucus with and advise the employee prior to or during the meeting, take notes, ask clarifying questions or add clarifying information, and consult with the VEA office.

4.2 Preliminary Investigation of Potential Grievances

When VEA is made aware of an employee's complaint, a grievance representative will be designated to assist the member. While the employee's wishes will be considered, designation of the grievance representative is VEA's prerogative. The designation of grievance representative may be changed as VEA deems appropriate.

The grievance representative will conduct a preliminary investigation into the merits of the alleged grievance. The preliminary investigation need not be exhaustive but should be carried out in good faith with sufficient thoroughness to make a rough determination of the merits of a

potential grievance. Following the investigation, the representative will communicate their opinion of the merits of a potential grievance to the complaining employee.

4.3 Pre-Grievance/Informal Resolution

The decision to pursue informal resolution of a grievance rests with the aggrieved employee. The grievance representative will assist the employee, as they determine appropriate, in achieving informal resolution of the employee's complaint.

4.4 Level I Grievances

The decision to file a Level I grievance rests with the aggrieved employee. The grievance representative will assist the employee as needed with drafting and filing of the grievance.

4.5 Level II Grievances

The decision to escalate a grievance to Level II requires approval of the VEA Executive Director. A request for escalation must be made in writing by the grievant or their grievance representative to the VEA President and/or Executive Director and should be made within five (5) days of receipt of the unsatisfactory response to the Level I grievance. The request should outline the reasons for escalation and any available evidence in support of the grievance. The VEA Executive Director may summarily approve the request or else may solicit a meeting with the grievant and/or their grievance representative to further discuss the request. Following the meeting, the VEA Executive Director will provide the grievant with written notification of approval or denial of the escalation request as soon as practicable. The VEA Executive Director's decision shall be based on the merit criteria described in Section 2 above. If escalation is approved, the grievance representative will assist the employee as needed with drafting and filing of the grievance and will provide representation at the Level II grievance meeting.

4.6 Arbitration of Grievances

The decision to escalate a grievance to arbitration requires approval of the VEA President. Arbitration involves a substantial commitment of VEA resources—often dozens of hours of time and up to \$10,000 in expenses—and is therefore not undertaken lightly.

A request for escalation to arbitration must be made in writing by the grievant or their grievance representative to the VEA President and/or Executive Director and should be made within five (5) days of receipt of the unsatisfactory response to the Level II grievance. The request should outline the reasons for escalation and provide all available evidence in support of the grievance. The VEA President and/or Executive Director will review the case with WEA to determine whether WEA will contribute financial resources in support.

The escalation request, supporting materials, and WEA's disposition regarding financial support will be provided to the VEA Professional Rights and Responsibilities (PR&R) Committee, which may then summarily recommend escalation to arbitration or else may convene a meeting to further discuss the case. The grievant and/or their grievance representative may be invited to the meeting at the Committee's discretion. The PR&R Committee shall vote at the meeting on whether to recommend escalation of the grievance to arbitration. The PR&R Committee's recommendation shall be based on the merit criteria

described in Section 2 above. The recommendation of the PR&R Committee and its rationale will be communicated to the VEA President as soon as possible.

The VEA President will provide the grievant (and their grievance representative if applicable) written notification of approval or denial of the escalation request as soon as practicable. If escalation is approved, VEA will provide an advocate of its choosing to represent the employee through the arbitration process.

5 Appeals of Denial or Curtailment of Assistance

A decision to deny or curtail any form of assistance subject to this policy will be provided to the employee in writing as soon as practicable and shall explain the basis of the denial or curtailment. The decision may be appealed to the VEA Executive Board. The appeal must be received by the VEA President in writing within fourteen (14) calendar days of when the appellant knew or should have known of the denial or curtailment.

Upon receipt of an appeal, the VEA Executive Board will hear and act on the appeal no later than during its next regularly scheduled meeting. The appellant will have an opportunity to address the VEA Executive Board and present any new information they believe is relevant to their appeal. Discussion and decision on the appeal will occur in executive session and will be communicated in writing to the appellant within five (5) calendar days. Any VEA Executive Board Members who also serve on the PR&R committee shall abstain from the vote on the appeal. The decision of the VEA Executive Board is final.

The appellant is responsible for securing extension of any grievance timeline that may elapse during the pendency of the appeal; failure to extend such a timeline shall be considered a withdrawal of the appeal.

6 Membership Status

All services offered by VEA which are not within the scope of this policy are offered in the sole discretion of VEA. Specifically, VEA reserves the right to withhold such services from employees who are not dues paying members of VEA.

An employee seeking VEA services within the scope of this policy **for an issue occurring while the employee was not a dues-paying member of VEA** will, except as provided in this policy, be required to reimburse VEA for any direct costs incurred during representation, including:

- Fees and expenses of any arbitrator appointed to hear the grievance;
- Lodging, travel, and other reasonably necessary expenses incurred by VEA; and
- Costs of printing and office supplies procured in preparation of the grievance.

In addition, the employee will be required to furnish payment in the amount of \$200 per hour for time spent by VEA leadership and staff for preparation and representation in any meeting or proceeding undertaken pursuant to this policy. Such reimbursements or fees will be initiated upon written notification to the employee and may be initiated at the following points:

- The outset of representation for and disciplinary or grievance matter
- The initiation of efforts to informally resolve a grievance

- The initiation of Level I of the grievance procedure
- The initiation of Level II of the grievance procedure
- The initiation of the arbitration step (Level III) of the grievance procedure

Fees will not be assessed for time spent disposing of successful appeals of denials of requests to escalate grievances to Level II or Level III.

An employee may remunerate amounts owed for services rendered by becoming a dues-paying member of VEA, in which case the VEA-retained portion of their regular dues will be credited toward such remuneration.

An employee who is not a dues-paying member of VEA who declines to pay the fees associated with receiving VEA representation and assistance following the written notification described above may, upon written notification to VEA, elect to pursue the matter through self-representation or private counsel.

Waivers or cessation of the fees described herein may be granted at the exclusive discretion of the VEA Executive Board (by a majority vote) at any time in the following situations:

- The initial involvement of a Weingarten/grievance representative in a time-sensitive issue, upon written request with the endorsement of the representative;
- Upon determination that the issue raised poses direct and imminent threats to other employees or the bargaining unit as a whole (such situations are rare);
- Upon determination that the employee lacked adequate notice of the opportunity to join VEA or of the consequences of not being a member, or became a non-member through no fault of their own (such situations are rare); and
- Other extraordinary circumstances as determined by the VEA Executive Board.

Otherwise, receipt of services pursuant to this section constitutes agreement to furnish the reimbursements and payments for services herein described.

Notwithstanding the above, per WEA policy, access to WEA Legal Services is strictly limited to individuals who are members at the time of the incident giving rise to the need for representation. VEA therefore does not, under any circumstances, provide non-members with *legal* representation for issues falling within the scope of its duty of fair representation.

7 Severability

Any provision of this policy deemed invalid by a tribunal of competent jurisdiction due to conflict with applicable law or regulation shall be nullified to the extent required by law. All other provisions shall continue in full force and effect.

Employee name (print)

VEA representative name (print)

Employee signature and date

VEA representative signature and date