

## **LVCEA Grievant Acknowledgement Form**

Since you have come to the Las Vegas City Employees' Association (LVCEA) seeking representation on a work related problem, it is most important that you are familiar with and understand the LVCEA policies regarding that representation.

The LVCEA represents employees with regard to wages, hours, and other terms and conditions of employment that are covered by the Labor Contract or City of Las Vegas Civil Service rules. Representation is NOT provided for Workers Compensations claims, Unemployment Claims, and other NON-contract issues. A significant part of the representation provided by the LVCEA involves employee grievances on benefits and/or disciplinary grievances.

The LVCEA is not obligated to pursue grievances that prove to have no merit after investigation. The LVCEA is also not obligated to pursue grievances through the entire administrative process provided in the Contract or Civil Service Rules. In other words, the LVCEA is not required to advance grievances to arbitration, District Court or other avenues beyond Step 3 of the grievance process.

It is LVCEA policy that the employee "owns" the grievance or appeal if it is a disciplinary issue that does not involve in contract interpretation issues. In contract interpretation cases and class action cases, the LVCEA "owns" the grievance or appeal. This means that it is the choice of the owner of the grievance to settle the grievance or proceed to the next step of the grievance or appeal process. In either case, however, the LVCEA will file the necessary documents at the appropriate times.

If at any time you feel that your grievance or appeal is not satisfactorily resolved after or during the grievance or appeal process and you desire to pursue the matter on your own, you may give the LVCEA notice to that effect and engage your own attorney or other representation at your expense. You may also request that the LVCEA assign a different LVCEA Representative. The LVCEA will NOT pay any fees and expenses incurred by you for the services of your own attorney or representative. The LVCEA pays all fees for the LVCEA representatives and/or attorney.

Arbitration, EMRB or court action requires prior LVCEA Board of Trustees approval as to whether the LVCEA will fund the case should an employee owning a grievance decides to pursue his/her case in such forums. The LVCEA will pay all arbitration and court fees that are incurred as a result of the LVCEA Board of Trustees approving a grievance or appeal for arbitration or court action. In contrast, any request for the payment of arbitration and/or court fees for cases that are being represented by the grievant's own attorney or representative must be submitted to the LVCEA Board of Trustees before the fees are incurred. The request must include an explanation of the issue and an estimate of the arbitration or court fees that will be charged. The LVCEA Board of Trustees will rule on the request at the next Board meeting and answer the request in writing. The decision of the LVCEA Board of Trustees is final.

It is finally agreed and understood that the LVCEA Representatives are NOT attorneys at law and do not and cannot give legal advice. The LVCEA Representatives are trained and knowledgeable in matters relating to the Labor Contract, discipline and the Civil Service Rules. No other representation of expertise or guarantee of results or knowledge is implied or warranted.

If the LVCEA's General Counsel is assigned to your case further instructions, policies and procedures may be related to you at that time. Please note that the LVCEA has contracted with its General Counsel to represent both the LVCEA's interests and your interests in disciplinary and grievance matters. The interests of the LVCEA and your interests usually are the same. However, should the interests of the LVCEA ever differ from your interests, thus creating a potential conflict of interests, you will be notified of the potential conflict of interest, with further instructions.

I have read the above statements, have been given the opportunity to ask questions about the above statements, understand the same, and so agree to abide said conditions.

Signature of Employee: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

Representative: \_\_\_\_\_

I agree / do not agree (circle one) to allow my name, story and/or picture to be used in the LVCEA's newsletter.

Signature of Employee: \_\_\_\_\_