

TO: Members of the Executive Board
FROM: Constitution/By-laws, Policy/Procedures Committee
RE: Existing Board Policies*

1. GOVERNANCE

1.1 Procedures for formulating the agenda:

- a. Items for the agenda will be submitted at least seven calendar days prior to Executive Board meetings.
- b. Agenda items shall be categorized as “information” or “action,” and actions growing out of informational items shall not be voted on at that meeting, but will appear as action items on the agenda at the next Executive Board meeting.
- c. Reports of committees or subcommittees shall be distributed with the Executive Board agenda whenever possible.
- d. Recommendations contained in the reports of the Executive Board committees or subcommittees shall be considered to have been moved by the chairperson of that committee upon submission of the report to the Executive Board.
- e. All agenda items should have sufficient detailed information so that the Executive members have the opportunity to discuss the items with others prior to the Executive Board meeting.
- f. The agenda shall be distributed at least three calendar days before the Executive Board meeting.

1.2. Political Action Policy

- 1.2.1 Endorsement of candidates for political office and ballot measures
Submission of names or ballot measures for possible endorsement will be first presented to the Political Action Fund Committee for recommendations to the Executive Board for action. Endorsements may be made in state, national, and local constituencies, which lie substantially within the District service area, with a focus in local elections. Endorsements will not be backed by monetary contributions of members’ dues.
- 1.2.2 Legislative agenda: LRCFT may adopt a legislative agenda and/or take action on issues related to the LRCFT contract.

1.3 Editorial Board Policy:

- 1.3.1 The Editorial Board shall review and approve any LRCFT publications, including the *Union News*. The Editorial Board shall include the President, the Dispute Resolution Chair, the Chief Negotiator and College Presidents, with the Executive Director and the newsletter editor serving as non-voting members. Any unit member may submit articles to the Editorial Board for review and possible publication. (Revised 10/27/99)

1.3.2 Any proposed advertising will be considered by the Editorial Board for acceptance or rejection. (Revised 10/27/99)

1.4 Standing Rules:

1.4.1 The LRCFT Executive Board forbids the use of proxy votes at all Executive Board meetings. (Approved 1/8/1986)

1.5 Visitors at Executive Board Meetings:

1.5.1 Visitors attending LRCFT Executive Board meetings shall be asked to identify themselves. If it is the desire of any such person to address the Board, a special order of business shall be entertained to allow for public comment. Upon approval of the order, the individual shall be permitted to speak at the top of the agenda. Such speakers are limited to five minutes unless the president rules otherwise.

1.5.2 Individuals attending as observers shall be given copies of the agenda and any materials in the Board packet that the president deems appropriate. To discuss any sensitive issues related to unit members, the president may adjourn the meeting into executive session. To discuss any matters related to LRCFT personnel, the President shall adjourn the meeting into executive session. (Revised 10/27/99)

1.6 Outside vendors requesting access to unit members:

1.6.1 All requests by outside vendors of goods and services for access to members of the bargaining unit shall be referred to the Executive Director for review. The Executive Director will carry the information to the Executive Board.

1.6.2 Upon request by outside vendors of goods and services, the LRCFT Executive Board will consider providing an addressing, stuffing, and mailing service for a fee (cost-plus basis). (Adopted 10/7/1987)

1.7 Membership Outreach Subcommittee

1.7.1 The Membership Outreach Subcommittee is responsible for creating the necessary ongoing structures to recruit and mobilize new members. It shall be responsible to the Executive Board and its responsibilities shall include but not be limited to the following:

1.7.1 Training LRCFT Executive Board members to engage in member outreach and assessment.

1.7.2 Participating in or conducting new faculty orientations

1.7.3 Organizing an annual membership drive

1.7.4 Coordinate and/or organize regular District-wide workshops and seminars on various issues of member interest.

- 1.7.2 The membership of the Subcommittee will be led by an LRCFT Executive Board member and be comprised of at least one representative from each campus and at least one adjunct representative. The LRCFT president shall be an ex officio member.
 - 1.7.3 The Subcommittee shall establish specific goals each year to be approved by the LRCFT Executive Board.
- 1.8 Elected LRCFT Delegates to Governance Meetings of Affiliate Organizations
- 1.8.1 All LRCFT union members in good standing are eligible to be elected as delegates to the conventions of the California Federation of Teachers (CFT), the American Federation of Teachers(AFT), the California Labor Federation(CLF), and to the monthly governance meetings of the Sacramento Central Labor Council (SCLC).
 - 1.8.2 It shall be the policy of the LRCFT Executive Board to provide LRCFT unit members with timely information about the nature and dates of all affiliate conventions and governance meetings, the delegate eligibility requirements, the process and timelines for nomination and election, and the responsibilities of elected delegates.
 - 1.8.3 Prior to the conventions of the CFT, AFT, and CLF; the elected LRCFT delegates will meet to discuss the issues to be considered at the convention, the procedures normally followed at the convention, and the expectations of elected LRCFT delegates while at the convention and after their return.
- 1.9 Guidelines and Procedures for effective participation of elected delegates to conventions and affiliate organization meetings
- 1.9.1 The Executive Board of the LRCFT shall develop a Convention Protocol that does the following:
 - 1.9.1.1 Establishes a convention coordinator
 - 1.9.1.2 Ensures an onsite meeting location for delegate briefings
 - 1.9.1.3 Establishes a mechanism for recruiting, nominating, and electing potential convention/conference delegates and/or participants.
 - 1.9.1.4 Identifies expectations of delegates/participants
 - 1.9.2 Convention Coordinator Responsibilities
 - 1.9.2.1 Facilitate daily briefing and debriefing sessions
 - 1.9.2.2 Maintain delegate contact information
 - 1.9.2.3 Communicate dates, times, locations for any LRCFT delegate meetings
 - 1.9.2.4 Provide daily updates of sessions/workshops/meetings/rallies that may be relevant for LRCFT participants
 - 1.9.2.5 At Convention general sessions, organize delegates into a voting bloc according to delegation decision.
 - 1.9.2.6 Compile a report for the next regular Executive Board meeting
 - 1.9.3 Delegate Responsibilities

- 1.9.3.1 All elected LRCFT delegates are expected to attend all general sessions where voting is to take place. Delegates are also expected to attend convention business meetings and/or workshops.
- 1.9.3.2 All delegates/participants are expected to attend approximately 75% of all general sessions, business meetings and/or workshops
- 1.9.3.3 Committee members will report to the LRCFT delegation on any resolutions or business of the committee that is of particular importance to LRCFT
- 1.9.3.4 Workshop/convention attendees will submit a brief report at the end of the convention/conference for possible inclusion in the Union News or to be posted on the LRCFT webpage.

1.10 Area stewards

Each college president may appoint area steward(s) from each separate academic area at his/her college to serve for a term of one year. Area steward appointments must be approved by the elected representatives at the college. The "area stewards" will serve at the discretion of the LRCFT college president. (Adopted 12/4/13)

1.11 Whistleblower policy

- 1.11.1 The LRCFT will not retaliate against an employee who, in good policy.
- 1.11.2 The LRCFT will not retaliate against employees who disclose or threaten to disclose to a supervisor of public body, any activity, policy, or practice of the LRCFT that the employee reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.
- 1.11.3 If any employee reasonably believes that some policy, practice, or activity of the LRCFT is in violation of the law, a written complaint must be filed by that employee with the LRCFT President.
- 1.11.4 An employee is protected from retaliation only if the employee brings the alleged unlawful activity, policy, or practice to the attention of the LRCFT and provides the LRCFT with a reasonable opportunity to investigate and correct the alleged unlawful activity. This protection is only available to employees who comply with this requirement. (Adopted 1/26/11)

1.12 LRCFT Executive Board Elections

- 1.12.1 Candidates for Executive Board positions may submit ballot statements, not to exceed 100 (one hundred) words. All ballot statements shall be included in the mailed ballots.
- 1.12.2 The deadline for submitting ballot statements shall be one week before ballots are scheduled to be mailed based on the schedule in the Notice of Elections document mailed to LRCFT members. (Adopted 11/5/2014)

2. NEGOTIATIONS:

2.1 Negotiations Policy:

The LRCFT Negotiating Team has the sole responsibility to negotiate with the LRCCD administration or its bargaining team. The LRCFT Bargaining Team may designate a small team (two or more) to negotiate specific contract issues. The results of the small team must be approved by the LRCFT Bargaining Team.

2.2 Equal Representation in Negotiations:

In the spirit of the Rodda Act, this local reaffirms its position that all members of the bargaining unit should be equitably represented and that the negotiating team will be instructed to pursue the realization of the principle at the bargaining table. (Approved 10/27/1999)

2.3 High Priority Negotiation Issues:

2.3.1 Pro-rata pay:

The LRCFT Executive Board favors pro-rata pay as well as office space for adjunct faculty. The Executive Board also favors district-wide hiring rights. (Approved 10/27/1999)

2.3.2 The LRCFT Executive Board supports and works to promote conversion of part-time temporary faculty positions into full-time tenure track faculty positions at a level above the minimums legislated in AB1725. (Approved 2/23/1999)

2.3.1 The LRCFT Executive Board places a high value on local autonomy and opposes any weakening of its ability to have self-determination by imposing state-level collective bargaining particularly when the result is that categorical funds are created that have the effect of reallocating community college system general apportionment funds. (Approved 2/23/1999)

2.3.2 This local affirms that the issues of faculty should include all non-classroom faculty as well as classroom faculty. (Approved 2/23/1999)

2.4 Salaries:

The LRCFT works toward the goal of assuring that Los Rios faculty salary and benefits should be in the top ten in the state. LRCFT should move as rapidly as possible in that direction. (Approved 5/11/94)

2.6 LRCFT Representation on district and college budget committees:

The LRCFT Executive Board supports the LRCFT representation on budget committees at the District and College levels. (Approved 10/27/99)

3. FISCAL

- 3.1 Donations by LRCFT:
The Executive Board does not make charitable contributions from members' dues. The Executive Board may recommend, via articles in the *Union News*, that members donate to causes which the EB determines to be worthy. Such requests will be published in the newsletter. (Revised 11/10/1999)
- 3.2 Contributions/Donations to the LRCFT:
3.2.1 The Executive Board will accept and acknowledge any cash contributions made to the Local. (Approved 12/4/1985)
- 3.3 Executive Board Members' Expenses:
Because the IRS recommends documentation of reimbursed officers' expenses to avoid challenges, which could result in losing tax-exempt status, all expense reimbursement requests should be accompanied by approved reimbursement forms noting date, purpose, and receipts, if appropriate. Reimbursement for mileage will be at the approved IRS rate. (Revised 10/27/1999)
- 3.3.1 Expenses will be reimbursed in accordance with the following:
- 3.3.1.1 When expenses are incurred as required for carrying out Union business, including education of members.
 - 3.3.1.2 When expenses are itemized and receipts are attached to the expense form, as appropriate. Mileage will be reimbursed at the current federal rate when the reason for the travel has been included in the itemization. Reimbursement for meals requires a receipt and, if a guest or guests were included, the reason for the meal.
 - 3.3.1.3 Expense forms are to be submitted to the Union office and will be paid within thirty (30) days of receipt of the expense form.
 - 3.3.1.4 Requests submitted after the close of the fiscal year will require Executive Board approval and will be contingent upon available funds. Expense reimbursements will not be considered for reimbursement if they are older than one fiscal year. The exception to this policy is years prior to 2004-2005, which will be considered until October 1, 2005. (Approved August 24, 2005)
 - 3.3.1.5 There shall be two LRCFT credit cards, one for the LRCFT president and one for office use, in the possession of the Executive Director.
 - 3.3.1.5.1 The office credit card shall be used for all Executive Board-related expenses not paid for by the LRCFT President on his/her credit card. Examples include travel-related expenses for members to authorized meetings, conventions and conferences
 - 3.3.1.5.2 The same rules apply to the LRCFT credit card expenses as apply to individual officer expenses noted

above, e.g. receipts and explanations, where necessary, are required to document all expenses.

3.3.1.5.3 Every expenditure on the monthly LRCFT credit card statement of both the President's credit card and the office credit card that is not justified as union business on a submitted receipt (see 3.3.1.5.2), will be considered a personal (not business) expense and the expense shall be recorded as wages and will be taxed accordingly.

3.3.1.6 The LRCFT's credit card policy shall be reviewed bi-annually to determine whether it shall continue in its present form or whether changes need to be made.

(Approved 12/12/2007)

3.4 Pass-through Amounts:

All affiliation charges for AFT and CFT will be passed on to unit members. (Revised 10/27/1999)

3.5 Agency Fees

3.5.1 As per state and federal laws, any member of the bargaining unit represented by the LRCFT may choose not to be a dues paying member of the LRCFT and become an agency fee payer.

3.5.2 The rights and obligations of agency fee payers are outlined in Article 19, Section 19.5.1 through 19.5.5 of the Agreement between the LRCFT and the LRCCD.

3.5.3 The Executive Board recognizes its obligation under the Educational Employment Relations Act (EERA) to represent all members of the bargaining unit, irrespective of the individual's status as dues paying member or agency fee payer.

3.5.4 No member of the bargaining unit will have his/her dues/fees waived except as outlined in Article 19, Section 19.5.4 of the Agreement.

3.5.5 It shall be the policy of the LRCFT to exclude agency fee payers from coverage under the AFT's professional liability insurance policy and the AFT's accident insurance policy, both of which are paid by the LRCFT as part of its per cap payment to the AFT/CFT.

3.6 Investment of Excess Cash

3.6.1 It is the policy of the LRCFT to invest excess cash. Excess cash is cash that is not currently needed to pay current accounts. This cash will be invested in short-term (one year or less) investments that are considered low risk. An example of a low risk investment would be United States Treasury bills. The investments should be made with the institutions that are insured to further reduce the risk. (Approved August 24, 2005)

3.7 Capitalization and Disposal of Long-Term Assets

- 3.7.1 It is the policy of the LRCFT to expense assets in the period purchased if the individual asset costs \$500 or less. Assets costing in excess of \$500 individually will be capitalized (recorded as an asset rather than an expense) and depreciated in accordance with LRCFT depreciation policies.
- 3.7.2 Improvements to real property and leasehold improvements will be capitalized if they individually cost in excess of \$1,000. Repairs which cost in excess of \$1,000 and increase the useful life of the asset will be capitalized. All other repairs will be expenses.
- 3.7.3 All capitalized assets will be depreciated over the estimated useful life using the straight-line method. For assets purchased during the year, first year depreciation will be derived from the month of purchase. Internal Revenue Service guidelines will be used to determine useful life.
- 3.7.4 A written record shall be kept for all capitalized assets. At the time of disposal, assets will be sold at fair market value, where determined appropriate. All other assets will be disposed of in a manner consistent with environmental safety and the safety of any data (for example, computer equipment) that might be contained on the equipment. (Approved August 24, 2005)

3.8 Conflict of Interest

- 3.8.1 Purpose: the Los Rios College Federation of Teachers (LRCFT) is a non-profit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for the public support. Therefore, the IRS as well as state regulatory and tax officials view the operations of the LRCFT as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public.

Consequently, there exists between the LRCFT and its Board, officers, and management employees and the public, a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. The Board, officers and management employees have the responsibility of administering the affairs of the LRCFT honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of the LRCFT. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with the LRCFT or knowledge gained there from for their personal benefit. The interests of the organization must be the first priority in all decisions and actions of the Board, its officers, and management employees.

This statement is directed not only to Board members, officers, and management employees, but to all employees who can influence the actions of the LRCFT. For example, this would include all who make purchasing decisions, all persons who might be described as

“management personnel,” and anyone who has proprietary information concerning the LRCFT.

3.8.2 Areas in which conflicts may arise.

3.8.2.1 Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties.

- a. Persons and firms supplying goods and services to LRCFT.
- b. Persons and firms from whom LRCFT leases property and equipment.
- c. Persons and firms with whom LRCFT is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
- d. Competing or affinity organizations.
- e. Donors and others supporting LRCFT.
- f. Agencies, organizations, and associations which affect the operations of LRCFT.
- g. Family members, friends, and other employees.

3.8.3 Nature of conflicting interest

3.8.3.1 A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned in Section 3.8.2.1. Such an interest might arise through:

- a. Owning stock or holding debt or other proprietary interests in any third party dealing with LRCFT.
- b. Holding office, serving on the board, participating in management, or being otherwise employee (or formerly employed) with any third party dealing with LRCFT.
- c. Receiving remuneration for services with respect to individual transactions involving LRCFT.
- d. Using LRCFT’s time, personnel, equipment, supplies, or good will for other than LRCFT – approved activities, programs and purposes.
- e. Receiving personal gifts or loans from third parties dealing or competing with LRCFT. Receipt of any gift is disapproved except gifts of a value less than \$50, which could not be refused without discourtesy. No personal gift of money should ever be accepted. (Adopted 1/26/11)

3.9 It is the policy of the Executive Board that the existence of any of the interests described in Section 3.8.2 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the Executive Board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures. (Adopted 1/26/11)

3.10 Disclosure policy and procedure

- 3.10.1 Transactions with parties with whom a conflicting interest exists may be undertaken only if all the following are observed:
 - a. The conflicting interest is fully disclosed
 - b. The person with the conflict of interest is excluded from the discussion and approval of such transactions.
 - c. A competitive bid or comparable valuation exists; and
 - d. The Executive Board has determined that the transaction is in the best interest of the organization.
- 3.10.2 Disclosures should be made to the President (or if she/he is the one with the conflict, then to the Secretary/Treasurer), who shall bring the matter to the attention of the Executive Board. Disclosure involving other Executive Board members should be made to the President, (or if she/he is the one with the conflict, then to the Secretary/Treasurer) who shall bring these matters to the Executive Board.
- 3.10.3 The Executive Board shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to the LRCFT. The decision of the Executive Board on these matters will rest in its sole discretion, and its concern must be the welfare of the LRCFT and the advancement of its purpose. (Adopted 1/26/11)

3.11 Document Retention

- 3.11.1 The following documents will be retained for the corresponding number of years:
 - a. Accounts payable ledgers and schedules (stored in shared files [\(\\Lrcftserver\)\(P:\)](#) 10 years
 - b. Accounts receivable ledgers and schedules--(as in a.) 10 years
 - c. Audit reports of accountants--Robert ([\\Lrcftsever\users\)\(H:\)](#) Permanently
 - d. Bank statements—(lateral files) 10 years
 - e. Checks, canceled, with exception below (lateral files w/bank statements) 10 years
 - f. Checks, canceled, for important payments, i.e. taxes—(lateral files/with bank statements) Permanently
 - g. Contracts and leases, expired—(lateral files) 10 years
 - h. Contracts and leases still in effect—(lateral files) Permanently
 - i. Correspondence, general—(lateral files) Four years
 - j. Correspondence, legal and important matters—(lateral files) Permanently
 - k. Depreciation schedules—(with tax return files) 10 years
 - l. Duplicate deposit slips—(lateral files) 10 years
 - m. Employee personnel records, after termination—(desk files) Seven years
 - n. Employment applications—(lateral files) Three years
 - o. Expense analyses and distribution schedules—(lateral files) 10 years
 - p. Financial statements, end-of-year—(lateral files) Permanently
 - q. general ledgers and end-of-year statements—(as in a.) Permanently
 - r. Insurance policies and records—(lateral files) Permanently

- s. Internal reports—(lateral files) Three years
- t. Invoices from vendors—(lateral files) 10 years
- u. Journals—(as in a.) 10 years
- v. Minutes of Executive Board—(lateral files) Permanently
- w. Board policies, by-laws, constitution and charter—(lateral files) Permanently
- x. Payroll records and summaries—(lateral files) 10 years
- y. Tax forms—(lateral files) Permanently (Adopted 1/26/11)

4. EXECUTIVE DIRECTOR JOB DESCRIPTION

4.1 Responsibilities:

The Executive Director shall assist the LRCFT President and Executive Board to:

- 4.1.1 Maintain, interpret and enforce the contract.
- 4.1.2 Develop and maintain an ongoing service relationship with full-time, and part-time employees and retired faculty of the District.
- 4.1.3 Develop and maintain professional relationships with the following entities:
 - 4.1.3.1 Legislature, governor’s office, regulatory agencies and Statewide Chancellor’s office.
 - 4.1.3.2 Los Rios Community College District Trustees, Chancellor and appropriate management staff.
 - 4.1.3.3 CFT, AFT, AFL-CIO, and Sacramento Central Labor Council
 - 4.1.3.4 Other collective bargaining units within the Los Rios District.
 - 4.1.3.5 Los Rios faculty senate organizations.
- 4.1.4 Create public relations information and develop a positive image between Local 2279 and the media.
- 4.1.5 Along with the Editorial Review Board, share responsibility for Union publications and communications:
 - 4.1.5.1 Write, edit, design, layout, print and distribute union publications.
 - 4.1.5.2 Draft letters, press releases, training materials, newsletter articles, etc.

- 4.2 The Executive Director shall objectively inform the President, Executive Board and appropriate committees about issues and potential options regarding negotiations, grievances, special services, and *Union News* (Revised 10/27/1999)
- 4.3 Develop and implement, as appropriate, organizing programs, e.g. membership and fair share campaigns, job actions, and professional development.
- 4.4 Assume other duties as assigned by the President and the Executive Board of LRCFT, Local 2279.

5.0 DISPUTE RESOLUTION

- 5.0.1 The general principles of the LRCFT dispute resolution process include accountability to the member, quality service to the member, and effective communication of information among the LRCFT officers responsible for the resolution of disputes.
 - 5.02 The responsibilities of the LRCFT Dispute Resolution Chair include the following:
 - a. Monitoring the dispute resolution process at all levels
 - b. Keeping accurate records of all formal grievances
 - c. Calling and chairing meetings of the Dispute Resolution Team (DRT) for District-level grievances.
 - d. Being responsible for the District-level dispute resolution process
 - e. Briefing the LRCFT president on all current disputes in progress.
 - 5.02.1 The Dispute Resolution Chair may not be an elected officer of the LRCFT (president, college president, secretary/treasurer).
 - 5.03 At all levels of the formal dispute resolution process, the Dispute Resolution Chair shall have full access to the resources of the LRCFT, the Executive Director and to the LRCFT's legal counsel.
 - 5.04 The LRCFT Dispute Resolution Chair should be informed of all college level disputes in process.
 - 5.05 Resolutions and remedies of disputes should be consistent with, and not contradictory to, existing contract language.
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- 5.1 A dispute is said to exist when the following conditions are present:
 - 5.1.1 A member differs with an administrator's interpretation of a contract article or an LRCCD Policy, Regulation, or past practice and;
 - 5.1.2 A member requests assistance in the resolution of that difference from an official or employee of the LRCFT.
 - 5.1.3 If only the first condition exists and initial contact made with someone other than the responsible LRCFT college president results in clarification of the issue, then communication to the

appropriate LRCFT college president is not required but is advisable.

5.1.4 If both conditions exist and the initial contact is with someone other than the responsible LRCFT college president, then communication and referral to the LRCFT college president is required.

5.2 Dispute resolution process.

5.2.1 The DRT, comprised of each LRCFT college president, the chief negotiator, the Dispute Resolution Chair and the Executive Director in an advisory, non-voting position, shall be responsible for approving any request to file a formal grievance.

5.2.1.1 If the Chief Negotiator is also a college president, the LRCFT president shall appoint a replacement from the remaining members of the Executive Board from the college of the chief negotiator

5.2.1.2 In case of ties, the LRCFT president shall cast the deciding vote

5.2.1.3 A quorum for meetings of the DRT shall be a majority of the members of the team.

5.2.1.4 The DRT may meet in any mode most convenient to its members.

5.2.2 The LRCFT college president at the college where a potential dispute exists shall notify the Dispute Resolution Chair. That college president shall then call a meeting of the DRT within the time limits for filing a formal grievance.

5.2.3 The DRT shall determine if a grievable dispute exists, whether to file a formal grievance and the remedy, if a formal grievance is to be filed.

5.2.4 If the DRT approves the filing of a formal grievance, the LRCFT president at the college where the dispute exists shall be the person responsible for carrying the grievance through the college level of the grievance process.

5.2.5 If the DRT decides that a grievance shall not be filed, members shall communicate that decision to the member who originally brought the dispute.

5.3 Dispute resolution at the District level.

5.3.1 The DRT shall decide whether to carry a grievance to the District level. The same process shall apply as in 5.2.5 if the DRT decides not to carry a grievance to the District level.

5.3.2 The LRCFT Dispute Resolution Chair is the lead official responsible for the district level dispute resolution process in consultation with the LRCFT college presidents and Executive Director.

5.4 Grievances Appeal Process

- 5.4.1 All grievances subject to be moved to Level 5 (arbitration) will be reviewed by the DRT.
 - 5.4.2 The DRT will make recommendations to the LRCFT executive board as to whether to move a grievance to arbitration within timelines appropriate to the dispute resolution article of the LRCFT/LRCCD agreement.
- 5.5 The Arbitration Process
- 5.5.1 Once the Executive Board has approved moving the grievance to arbitration, the LRCFT Executive Director and/or legal counsel will be the advocate(s) at that level and beyond.
 - 5.5.2 The dispute resolution team may appoint anyone other than the LRCFT legal counsel or the Executive Director to be the advocate in an arbitration.
 - 5.5.2.1 In such cases, the Executive Board shall purchase reassigned time for, or compensate, the person chosen to be the advocate. (Revised 12/8/10)