

CITY OF SAN LUIS OBISPO

RESOLUTION NO. 6620 (1989 SERIES)

A RESOLUTION OF THE CITY OF SAN LUIS OBISPO  
ESTABLISHING THE FRAMEWORK FOR FUTURE RELATIONS  
BETWEEN THE CITY OF SAN LUIS OBISPO, AS AN  
EMPLOYER, AND ITS EMPLOYEES, AND SUPERSEDING  
RESOLUTION NO. 3405 (1977 SERIES).

TABLE OF CONTENTS  
TITLE

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1	TITLE OF RESOLUTION	1
2	STATEMENT OF PURPOSE	1
3	DESIGNATION OF MUNICIPAL EMPLOYEE RELATIONS OFFICER	1
4	DEFINITIONS	1
5	EMPLOYEE RIGHTS	5
6	CITY RIGHTS	6
7	MEET AND CONFER IN GOOD FAITH - SCOPE	6
8	CONSULTATION IN GOOD FAITH - SCOPE	7
9	ADVANCE NOTICE	7
10	PETITION FOR RECOGNITION	8
11	APPROPRIATE UNIT	11
12	RECOGNITION OF EMPLOYEE ORGANIZATIONS AS MAJORITY REPRESENTATIVE - FORMAL RECOGNITION	12
13.1	RESOLUTION OF IMPASSES	14
13.2	REACHING AGREEMENT	15
14.1	GRIEVANCES	22
14.2	DISCIPLINE ACTION-APPEAL	24
15	MEMORANDUM OF AGREEMENT	24
16	EMPLOYEE REPRESENTATION AT MEET AND CONFER	25
17	ACCESS TO WORK STATIONS	25
18	USE OF CITY FACILITIES	26
19	BULLETIN BOARDS	26
20	DUES CHECK OFF	27
21	PEACEFUL PERFORMANCE OF CITY SERVICES	27
22	RULES AND REGULATIONS	29
23	CONSTRUCTION	29
24	SEPARABILITY	29

BE IT RESOLVED by the Council of the City of San Luis Obispo as follows:

SECTION 1. TITLE OF RESOLUTION

This Resolution shall be known as the Employer-Employee Relations Resolution of the City of San Luis Obispo.

SECTION 2. STATEMENT OF PURPOSE

The purpose of this Resolution is to implement Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 et seq.) caption "Public Employee Organizations," by providing orderly procedures for the administration of employer-employee relations between the City and its employee organizations and for resolving disputes regarding wages, hours, and other terms and conditions of employment.

SECTION 3. DESIGNATION OF MUNICIPAL EMPLOYEE RELATIONS OFFICER

The City Council hereby designates the City Administrative Officer as the Municipal Employee Relations Officer who shall be the City's principal representative in all matters of employer-employee relations, with authority to meet and confer in good faith on matters within the scope of representation including wages, hours and other terms and conditions of employment.

The Municipal Employee Relations Officer so designated is authorized to delegate these duties and responsibilities.

SECTION 4. DEFINITIONS

As used in this Resolution, the following terms shall have the meanings indicated:

- A. Appropriate Unit - means a unit of employee classes or positions established pursuant to Section 11 of this Resolution, citing factors to be considered in making such determination.

- B. City - means the City of San Luis Obispo, a municipal corporation, and where appropriate herein, "City" refers to the City Council, the governing body of said City, or any duly authorized management employee as herein defined.
- C. Consult or Consultation in Good Faith - means to communicate verbally or in writing for the purpose of presenting and obtaining views or advising of intended actions.
- D. Emergency - means emergency conditions such as extraordinary fire, flood, or earthquake, public calamity, or catastrophe, which threatens life or property.
- E. Employee - means any person filling a line-item position in the City budget except those persons elected by popular vote.
- F. Employee, Confidential - means an employee who is privy to decisions of City management affecting employer-employee relations.
- G. Employee, Management - means:
- (1) Any employee having significant responsibilities in formulating and administering City policies and programs, including but not limited to the chief executive officer and department heads; and
  - (2) Any employee having authority to exercise independent judgement to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or having the responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if in connection with the foregoing, the exercise of which authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

- H. Employee, Professional - means employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, attorneys, engineers and architects.
- I. Employee Organization - means any organization which includes employees of the City and which has as one of its primary purposes representing such employees in their employment relations with the City.
- J. Employer-Employee Relations - means the relationship between the City and its employees and their employee organization, or when used in a general sense, the relationship between City management and employees or employee organizations.
- K. Grievance - as this term is defined in section 14.1(A).
- L. Impasse - means:
- (1) a deadlock in the discussions between a majority representative and the City over any matters concerning which they are required to meet and confer in good faith, or over the scope of such subject matter, and differences that remain are so substantial and prolonged that further meeting and conferring would be futile; or
  - (2) any unresolved complaint by an affected employee organization advanced in good faith, concerning a decision of the Municipal Employee Relations Officer made pursuant to Sections 10, 11, or 12 of this Resolution.
- M. Majority Representative - means an employee organization, or its duly authorized representative, that has been granted formal recognition by the Municipal Employee Relations Officer as representing the majority of employees in an appropriate unit.

- N. Mediation or Conciliation - means the efforts of an impartial third person, or persons, functioning as intermediaries, to assist the parties in reaching a voluntary resolution to an impasse, through interpretation, suggestion and advice. Mediation and conciliation are interchangeable terms. All such proceedings shall be private and the mediator shall make no public recommendations nor take any public position concerning the issues.
- O. Meet and Confer in Good Faith (sometimes referred to herein as "meet and confer" or "meeting and conferring") - means performance by duly authorized City representatives and duly authorized representatives of an employee organization recognized as the majority representative of their mutual obligation to meet at reasonable times and to discuss in good faith matters within the scope of representation including wages, hours, and other terms and conditions of employment, in an effort to:
- (1) reach agreement on those matters within the authority of such representatives and
  - (2) reach agreement on what will be recommended to the City Council on those matters within the decision making authority of the City Council. This does not require either party to agree to a proposal or to make a concession.
- P. Municipal Employee Relations Officer - means the City's principal representative in all matters of employer-employee relations designated pursuant to Section 12 of this Resolution, or a duly authorized representative.

- Q. Peace Officer - shall mean and include those employees defined as peace officers by the Penal Code.
- R. Recognized Employee Organization - means an employee organization which has been formally acknowledged by the Municipal Employee Relations Office as the employee or organization that represents employees of the City, as provided elsewhere in this Resolution.
- S. Resolution - means, unless the context indicates otherwise, the Employer-Employee Relations Resolution of the City of San Luis Obispo.
- T. Scope of Representation - means all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment, City Rights (Section 6) are excluded from the scope of representation.
- U. SLOFA - means, San Luis Obispo Firefighters' Association.
- V. SLOPOA - means, San Luis Obispo Police Officers' Association.

SECTION 5. EMPLOYEE RIGHTS

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to, wages, hours and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

SECTION 6. CITY RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

SECTION 7. MEET AND CONFER IN GOOD FAITH - SCOPE

- A. The City, through its representatives, shall meet and confer in good faith with representatives of formally recognized employee organizations with majority representation rights regarding matters within the scope of representation including wages, hours and other terms and conditions of employment within the appropriate unit.
- B. The City shall not be required to meet and confer in good faith on any subject except as required by Federal or State law, nor shall it be required to meet and confer in good faith on Employee or City Rights as defined in Sections 5 and 6.
- C. With respect to the San Luis Obispo Police Officers Association (SLOPOA) and the San Luis Obispo Firefighters Association (SLOFA) only and consistent with the Meyers-Miliias-Brown Act, and the intent of the



City and the Employee Organizations, meet-and-confer, mediation, fact-finding and settlement panel discussions between the two parties or their agents shall be confidential. It is permissible, within the intent of confidentiality, for the representatives of the City to meet with the City Council and for the representatives of the Employee Organizations to meet with their Board of Directors or membership. It is not permissible for representatives of either the City or the Employee Organizations to discuss the content of the meet-and-confer, mediation, fact-finding or settlement panel discussions with members of the public or media except as provided in this Employer-Employee Resolution.

SECTION 8. CONSULTATION IN GOOD FAITH - SCOPE

All matters affecting employer-employee relations, including those that are not subject to meeting and conferring, are subject to consultation. The City, through its representatives, shall consult in good faith with representatives of all recognized employee organizations on employer-employee relations matters which affect them.

SECTION 9. ADVANCE NOTICE

Written notice shall be given to each recognized employee organization affected a minimum of 14 calendar days prior to adoption of any ordinance, rule, or resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council or by any board or commission of the City, and each shall be given the opportunity to meet with such body prior to adoption.

In case of emergency, when the City or any board or commission of the City determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the City shall provide such notice and opportunity to meet at the earliest practicable time (within 30 days) following the adoption of such ordinance, rule, resolution or regulation.

SECTION 10. PETITION FOR RECOGNITION

There are two (2) levels of employee organization recognition - formal and informal. The recognition requirements of each are set forth below.

A. FORMAL RECOGNITION - the right to meet and confer in good faith as majority representative: An employee organization that seeks formal recognition for purposes of meeting and conferring in good faith as the majority representative of employees in an appropriate unit shall file a petition with the Municipal Employee Relations Officer containing the following information and documentation:

- (1) Name and address of the employee organization.
- (2) Names and titles of its officers.
- (3) Names of employee organization representatives who are authorized to speak on behalf of its members.
- (4) A statement that the employee organization has, as one of its primary purposes, representing employees in their employment relations with the City.
- (5) A statement whether the employee organization is a chapter or local of, or affiliated directly or indirectly in any manner with, a regional or state, or national or international organization, and, if so, the name and address of each such regional, state or international organization.

- (6) Certified copies of the employee organization's constitution and by-laws.
- (7) A designation of those persons, not exceeding two in number, and their addresses, to whom notice will be hand delivered or sent by regular U.S. Mail will be deemed sufficient notice on the employee organization for any purpose.
- (8) A statement that the employee organization recognizes that the provisions of Section 923 of the Labor Code are not applicable to City employees.
- (9) A statement that the employee organization has no restriction on membership based on race, color, creed, sex or national origin.
- (10) The job classifications or titles of employees in the unit claimed to be appropriate and the number of member employees therein classified by department, division, and job title.
- (11) A statement that the employee organization has in its possession written proof, dated within six months of the date upon which the petition is filed, to establish that at least 30% of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the City. Such written proof shall be submitted for confirmation to the Municipal Employee Relations Officer or to a mutually agreed upon disinterested third party.
- (12) A request that the Municipal Employee Relations Officer recognize the employee organization as the majority representative of the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith on all matters within the scope of representations.

- B. INFORMAL RECOGNITION - the right to consult in good faith; An employee organization that seeks recognition for purposes of consultation in good faith shall file a petition with the Municipal Employee Relations Officer containing the following information and documentation:
- (1) All of the information enumerated in A. (1) through (9) of this Section inclusive.
  - (2) A statement that the employee organization has in its possession written proof, dated within six months of the date upon which the petition is filed, to establish that employees have designated the employee organization to represent them in their employment relations with the City. Such written proof shall be submitted for confirmation to Municipal Employee Relations Officer or to a mutually agreed upon disinterested third party.
  - (3) a request that the Municipal Employee Relations Officer recognize the employee organization for the purpose of consultation in good faith.
- C. The petition, including all accompanying documents, shall be verified, under oath, by the Executive Officer and Secretary of the organization that the statements are true. All changes in such information shall be filed forthwith in like manner.
- D. No employee may be represented by more than one recognized organization for the purposes of this Resolution.

SECTION 11. APPROPRIATE UNIT

A. The Municipal Employee Relations Officer, after reviewing the petition filed by an employee organization seeking formal recognition as majority representative, shall determine whether the proposed unit is an appropriate unit. The principal criterion in making this determination is whether there is a community of interest among such employees. The following factors, among others, are to be considered in making such determination:

- (1) Which unit will assure employees the fullest freedom in the exercise of rights set forth under this Resolution.
- (2) The history of employee relations: (i) in the unit; (ii) among other employees of the City; and (iii) in similar public employment.
- (3) The effect of the unit on the efficient operation and consistent with the organizational structure of the City and sound employer-employee relations.
- (4) The extent to which employees have common skills, working conditions, job duties or similar educational requirements.
- (5) The effect on the existing classification structure of division of a single classification among two or more units.

B. In the establishment of appropriate units:

- (1) professional employees shall not be denied the right to be represented separately from non-professional employees; and
- (2) management and confidential employees who are included in the same unit with non-management or non-confidential employees may not represent such employees on matters within the scope of representation.

- (3) Representation units should consist of the broadest feasible grouping of positions that share an identifiable community of interest. Every effort should be made to minimize the proliferation of units within the guidelines herein established.

SECTION 12. FORMAL RECOGNITION OF EMPLOYEE ORGANIZATION AS MAJORITY REPRESENTATIVE

A. The Municipal Employee Relations Officer shall, after designation of an appropriate unit, determine the majority representative of such employees in such unit. Such determination shall be made either by arranging for a secret ballot election or by any other reasonable method which is based upon written proof, and is designed to ascertain the free choice of such employees.

- (1) In the event an election is held, any employee organization claiming representation of all or any part of the appropriate unit shall be entitled to a place on the ballot.
- (2) The employee organization found to represent a majority of the employees in the appropriate unit shall be formally acknowledged as the recognized employee organization by the Municipal Employee Relations Officer.
- (3) In the event no employee organization receives a majority in an election, a runoff election will be held between the top two vote getters.
- (4) The recognized employee organization, determined as provided herein, is the only employee organization entitled to meet and confer in good faith on matters within the scope of

representation on behalf of employees in such unit. This shall not preclude other recognized employee organizations, or individual employees, from consulting with management representatives on employer-employee relations matters of concern to them.

- B. The recognition rights of the majority representative designated in accordance with this section shall not be subject to challenge for the longer term of either 12 months following the date of such recognition or during the term of any memorandum of understanding between such organizations and the City.
- C. An employee organization which desires to challenge the recognition rights of a recognized employee organization shall submit written proof that it represents at least 30% of the employees in the appropriate unit. The Municipal Employee Relations Officer shall arrange for a secret ballot election to be conducted by the City Clerk or other such method normally used by the City to conduct an election. The choice of "no organization" shall also be included in the ballot. Employees entitled to vote in such election shall be those persons regularly employed in permanent positions within the unit who were employed during the pay period immediately prior to the date which is fifteen days before the election, including those who did not work during such period because of illness, vacation, or authorized leaves of absence, and who are employed by the City in the same unit on the date of the election. An employee organization shall be granted formal recognition following an election if the employee organization has received the vote of a numerical majority of all the employees eligible to vote in

the unit in which the election is held (50% plus 1 of the votes of all eligible employees).

- D. The Municipal Employee Relations Officer shall withdraw the recognition rights of any recognized employee organization which has been found by secret ballot election to no longer represent a majority of the employees in an appropriate unit.

SECTION 13.1 RESOLUTION OF IMPASSES (except SLOPOA and SLOFA)

Impasse procedures may be invoked only after the possibility of settlement by direct discussion has been exhausted. The impasse procedures are as follows:

- A. A DETERMINATION BY THE CITY COUNCIL - after a hearing on the merits of the dispute.
- B. Any other dispute resolving procedures to which the parties mutually agree or which the City Council may order. Any party may initiate the impasse procedure by filing with the other party (or parties) affected a written request for an impasse meeting together with a statement of its position on all disputed issues. An impasse meeting shall then be scheduled to be held in executive session by the Municipal Employee Relations Officer forthwith after the date of filing of the written request for such meeting, with written notice to all parties affected. The purpose of such impasse meeting is twofold: (1) To permit a review of the position of all parties in a final effort to reach agreement on the disputed issues, and (2) if agreement is not concluded, to mutually select the specific impasse procedure to which the dispute shall be submitted; in the absence of agreement between the parties on this



point, this matter shall be referred to the City Council. The fees and expenses, if any, of mediators or of any other impasse procedure, shall be payable one-half by the City and one-half by the employee organization or employee organizations.

SECTION 13.2 REACHING AGREEMENT (only applies to SLOPOA and SLOFA)

A. Statement of Intent

It is the intent that:

- (1) Employee Organizations and City representatives comply with the State law (Meyers-Miliias-Brown Act) requiring City and Employee Organization representatives to "meet-and-confer in good faith" and to meet as necessary to present respective positions, to resolve differences and to reach agreement (Memorandum of Agreement).
- (2) The substance and progress of the meet-and-confer process and other resolution measures be transmitted by City and Employee Organization representatives to, respectively, the City Council and the Board of Directors and the membership of the Employee Organizations.
- (3) Agreement be reached through the meet-and-confer process, and that other resolution measures be used only after giving every reasonable opportunity for resolution through meet-and-confer process.
- (4) Each successive stage of this process for reaching agreement be given a full and honest opportunity to resolve differences and to produce agreement and, failing that, to reduce the scope and number of issues which would be referred on to the next stage, and

further, that each successive stage only deal with issues not resolved by the meet-and-confer process or by earlier stages in the procedure.

- (5) Agreement be reached in the minimum time and that time limits be rigorously adhered to, except that any time limit in this resolution may be extended by mutual consent, in writing when the prospect for timely agreement would be enhanced by such an extension.
- (6) The content and substance of the meet-and-confer process and other resolution measures remain private and confidential, except as provided in this resolution.

B. Request for Mediation

Mediation may be requested only after the possibility of settlement by direct discussion has been exhausted. If so mediation may be requested in either of two ways:

- (1) By mutual agreement of both parties in the negotiations. Each party shall provide to the other a list of all points of disagreement, and their position on each of the points. Meeting shall then be scheduled promptly with the Employee Relations Officer (City Administrative Officer).
- (2) By providing written Notice of Intent ("Notice") to request mediation. Such notice shall include a list of all points of disagreement and the amendments proposed to resolve the disagreements. The party receiving the Notice shall have one 10-day period to change its position on any points of disagreement. If notice of change is not received within the 10

days or if any issue(s) remains unresolved, a meeting shall then be scheduled promptly with the Employee Relations Officer.

C. Meeting with Employee Relations Officer (ERO)

(1) The ERO shall convene a meeting between the chief negotiator for the employee organization, one other representative of the employee organization, the ERO and one other representative of the City:

- (A) To review the position of the parties in a final effort to reach agreement or reduce the points of disagreement, and
- (B) If agreement is not reached, to make arrangements for the utilization of the mediation procedures provided herein.

D. Mediation

Following the meeting with ERO, only the disputed issues shall be submitted to mediation. The mediator shall be selected from the State Mediation and Conciliation Service by mutual consent. All mediation proceedings shall be private and confidential and the mediator shall make no public recommendation nor take any public position at any time concerning the issue. Any fees or expenses of mediation shall be payable one-half by City and one-half by the employee organization. All other expenses shall be borne by the party incurring the expenses.

E. Terminating Mediation

1. After no less than 10 days, mediation may be terminated only when at least two of the following agree in writing that there is no reasonable prospect of reaching a settlement through the mediation process:

- (A) Chief negotiator of the employee organization
- (B) Chief negotiator for the City
- (C) Mediator

2. Mediation shall be terminated if agreement has not been reached in 30 days.
3. At the termination of mediation, the mediator shall submit a written report of the mediation to the parties for use by the Fact-finder.

F. Fact-Finding

1. If mediation fails to resolve any issues, then only those unresolved issues shall be referred to "fact-finding." A list of five potential Fact-finders shall be obtained from the State Mediation and Conciliation Service. Then following a random determination of which party begins, parties shall alternately strike one name from the list until only one remains.
2. Each party shall submit in writing its position on each unresolved issue and its last offer of settlement seventy-two hours prior to commencing Fact-finding. After due consideration, the Fact-finder shall select the position of one party on each issue using factors traditionally taken into consideration in determination of wages, hours and other terms and conditions of employment in the public sector including but not limited to:
  - A. State and Federal laws applicable to the employer.
  - B. Changes in the consumer price index (all urban consumers - Los Angeles, Long Beach, Anaheim).
  - C. Stipulations of the parties.
  - D. The financial condition of the City and its ability to meet the cost of the award.
  - E. The wages and benefits of similar communities or organizations.
  - F. Previous Memoranda of Agreement with the employee organization

- G. The interest and welfare of the public and employee.
  - H. The Employer-Employee Resolution.
  - I. Issues previously agreed to during the current meet-and-confer and mediation process.
  - J. Past practice with respect to the issues before the Fact-finder.
3. Within 10 days of commencing fact-finding, recommendations of the Fact-finder shall be reported in writing at a meeting of representatives of the City and the employee organization. Additionally, the fact-finder shall determine the eligibility of issues for consideration by a Settlement Panel ("G" below).
4. Each party has 10 days to accept, reject or propose alternatives to recommendations of fact-finding. Any recommendations or alternatives not accepted by both parties within 15 days of the Fact-finder reporting the recommendations will be presented to the City Council. The City Council may accept or reject any recommendation. Any recommendation of the fact-finder or the employee organization accepted by the City Council shall be considered resolved. All proceedings and recommendations of fact-finding shall be private and confidential. If findings are accepted or issues are otherwise resolved any fees or expenses shall be payable one-half by the City and one-half by the employee organization. If not, the City will pay all fees and expenses of the Fact-finder.

G. Settlement Panel

Issues remaining unresolved following fact-finding which directly deal with articles of any current City MOA (or prior MOA for the employee

organization, if expired) except "Employee Rights" or "City (management) Rights" as contained in the applicable MOA may be taken to professional Settlement Panel according to the following process:

1. The Employee Organization may request that an eligible issue be taken to the Settlement Panel by clearly stating its request in writing. The position may be the same as previously taken or one closer to the other party's. In no case can the position request more than the most recent proposal.
2. If the Employee Organization modifies its position on any issue, the City shall have one ten-day period to agree to or reject the proposed position or present a written counter proposal only on the modified issue(s).
3. If the Employee Organization does not modify its position, or if a counter proposal is not presented by the City, or if the counter proposal is rejected within 10 days then the unresolved issues shall be referred to a professional Settlement Panel. Each party shall submit to the Settlement Panel, in writing, its established position on each unresolved issue including any counter proposal.
4. A list of seven panelists shall be obtained from the state Mediation and Conciliation Service. Then following a random determination of which party begins, parties shall alternately strike one name from the list until only three remain.
5. The Settlement Panel shall select the positions of one party on each unresolved issue using factors traditionally taken into consideration in determination of wages, hours and other terms and conditions of employment in the public sector including but not limited to:

- (A) State and Federal laws applicable to the employer.
  - (B) Changes in the consumer price index (all urban consumers - Los Angeles, Long beach, Anaheim).
  - (C) Stipulations of the parties.
  - (D) The financial condition of the City and its ability to meet the cost of the award.
  - (E) The wages and benefits of similar communities or organizations.
  - (F) Previous Memoranda of Agreement with the employee organization.
  - (G) The interest and welfare of the public and employees.
  - (H) The Employer-Employee Resolution.
  - (I) Issues previously agreed to during the current meet-and-confer, mediation and fact-finding process.
  - (J) Past practice with respect to issues before the Settlement Panel.
7. These findings shall be reported within 10 days, in writing, at a meeting of representatives of the City and the employee association at which time alternatives to the findings may be discussed. The City Administrative Officer and Chief Negotiator for the employee organization shall jointly prepare a letter transmitting the findings to the City Council.
8. If the findings completely sustain one party and issues are not otherwise resolved, the other party shall pay all fees or expenses of the Settlement Panel. If the findings sustain each party on at least one issue then the parties shall pay fees or expenses in proportion to the number of issues on which they were not

sustained. If the issues are otherwise resolved any fees or expenses shall be payable one-half by City and one-half by the employee organization. All other expenses shall be borne by the party incurring the expenses.

9. If findings are not accepted or otherwise resolved:

(A) The findings will be made public.

(B) The employee organization will no longer be bound by any agreement not to sponsor, support or collect signatures for a charter amendment requiring binding interest arbitration.

#### SECTION 14.1 GRIEVANCES

- A. A grievance is an alleged violation, misinterpretation or misapplication of the Employer-Employee Resolution, the Personnel Rules and Regulations, any memorandum of agreement with an employee association or any existing written policy or procedure relating to wages, hours or other terms and conditions of employment excluding disciplinary matters.
- B. Any employee may file and process a grievance by providing the time, place and circumstances of the action prompting the grievance. Employees may be accompanied by a representative at each step of the process. If a specific action to be grieved affects several employees, those employees may consolidate their grievances and be represented.
- C. Provided that implementation processes are correctly followed, amending the Employer-Employee Resolution or the Personnel Rules and Regulations or creating new or amended written policies or procedures may not be grieved but shall first be subject to notice and consultation or meeting and conferring with the Employee Organization as provided in Sections 7, 8 and 9 in this resolution or by State law.



- D. The grievance procedures shall be outlined in the Personnel Rules and Regulations.
- E. Rules and Procedures for the SLOPOA and SLOFA only:
1. Any dispute regarding the eligibility of an issue for the grievance process may be appealed through the process ultimately to the Hearing Officer who shall decide on the eligibility prior to ruling on the merits.
  2. A grievance is appealable, following several preliminary steps, to a Hearing Officer whose decision shall be final. A list of five potential hearing officers shall be obtained from the State Mediation and Conciliation Service by mutual consent. Then following a random determination of which party begins, parties shall alternatively strike one name from the list until only one remains. The grievance procedure shall be outlined in the Personnel Rules and Regulations.
  3. Any fees or expenses of the Hearing Officer shall be payable one-half by the City and one-half by the appellant. All other expenses shall be borne by the party incurring the expense.
  4. The City reserves the right to make the Hearing Officer's opinion advisory or to replace the Hearing Officer position in the grievance process with the Personnel Board for an Employee Organization after July 1993 provided that:
    - a. The Hearing Officer has ruled on at least five separate grievances for the Employee Organization; and
    - b. The City has been sustained in at least 65 percent of the determinations on grievances filed by members of the Employee Organization.

SECTION 14.2 DISCIPLINARY ACTION-APPEAL (only applies to SLOPOA and SLOFA)

- A. Any employee demoted, suspended for four days or more or the shift equivalent, reduced in pay, or removed under the provisions of Section 2.36.330 of the Personnel Rules and Regulations shall have the right to appeal such disciplinary action to a Hearing Officer. The appeal shall be in writing and shall be filed with the Personnel Director within fifteen business days following the effective date of the notice of decision on disciplinary action. The Hearing Officer shall be selected from a list of five names obtained from the State Mediation and Conciliation Service. Following a random determination of which party begins, parties shall alternately strike one name from the list until only one remains.
- B. The appeal procedure including a Hearing Officer shall be outlined in the Personnel Rules and Regulations. Any fees or expenses of the Hearing Officer shall be payable one-half by the City and one-half by the appellant. All other expenses shall be borne by the party incurring the expense.
- C. The City reserves the right to replace the Hearing Officer in the appeal procedure with the Personnel Board after July 1993.

SECTION 15. MEMORANDUM OF AGREEMENT

When the meeting and conferring process is concluded between the City and a formally recognized employee organization representing a majority of the employees in an appropriate unit, all agreed upon matters shall be incorporated in a written memorandum of agreement signed by the duly authorized City and majority representative. As to those matters within the authority of the City Council, the memorandum of agreement shall be submitted to the City Council for determination.

SECTION 16. EMPLOYEE REPRESENTATION AT MEET AND CONFER

Members of any recognized employee organization may, by a reasonable method select not more than three employee members of such organization and one employee observer to meet and confer with the Municipal Employee Relations Officer and other management officials (after written certification of such selection is provided by an authorized official of the organization) on subjects within the scope of representation during regular duty or work hours without loss of compensation or other benefits. The employee organization shall, whenever practicable, submit the name(s) of each employee representative to the Municipal Employee Relations Officer at least two working days in advance of such meeting.

Provided further:

- (1) That no employee representative shall leave his or her duty or work station or assignment without specific approval of the department head or other authorized City management official. If employee representative cannot be released, date of meeting will be rescheduled in accordance with item (2) below.
- (2) That any such meeting is subject to scheduling by City management consistent with operating needs and work schedules. Nothing provided herein, however, shall limit or restrict City management from scheduling such meetings before or after regular duty or work hours.

SECTION 17. ACCESS TO WORK LOCATIONS

Reasonable access to employment work locations during duty hours shall be granted officers of recognized employee organizations and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business

within the scope of representation. Non employee representatives of any employee organization must have specific approval of the Municipal Employee Relations Officer to have such access. Employee access during non duty hours and non employee representative access during duty hours may be obtained with the specific approval in each instance of the Municipal Employee Relations Officer or an authorized departmental management official when such access shall not interfere with the normal operation of the department or with established safety or security requirements.

SECTION 18. USE OF CITY FACILITIES

Employee organizations may, with the prior approval of the department head, appropriate supervisor or Municipal Employee Relations Officer, be granted the use of City facilities during non-working hours for meetings.

SECTION 19. USE OF BULLETIN BOARDS

Recognized employee organizations may use portions of City bulletin boards under the following conditions:

- (a) Only notices of recreational and social affairs, notice of meetings, or elections and appointments and results of elections may be posted.
- (b) All materials must receive the approval of the department head in charge of the bulletin board.
- (c) All materials must be dated and must identify the organization that published them.
- (d) The actual posting of materials will be done by the City as soon as possible after they have been approved. Unless special arrangements are made, materials posted will be removed thirty-one days after publication date.

- (e) The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organization materials.
- (f) An employee organization that does not abide by these rules will forfeit its right to have materials posted on City bulletin boards.

SECTION 20. DUES CHECK-OFF

Only a formally recognized employee association (i.e., the majority representative of employees in an appropriate unit) may be granted permission by the Municipal Employee Relations Officer to have the regular dues of its members deducted from their paychecks, in accordance with procedures prescribed by the Municipal Employee Relations Officer. Provided, however, this shall not preclude the continuation of dues check-off heretofore granted to any employee organization.

Dues withheld by the City shall be transmitted to the officer designated in writing by the employee organization as the person authorized to receive such funds, at the address specific.

All employee organizations who receive dues check-offs shall indemnify, defend, and hold the City of San Luis Obispo harmless against any claims made and against any suit instituted against the City of San Luis Obispo on account of check-off of employee organization dues. In addition, all such employee organizations shall refund to the City of San Luis Obispo any amounts paid to it in error upon presentation of supporting evidence.

SECTION 21. PEACEFUL PERFORMANCE OF CITY SERVICES

Participation by an employee in a strike or a concerted work stoppage is unlawful and shall terminate the employment relation. Provided however that nothing herein shall be so construed as to affect the right of any

employee to abandon or to resign his employment.

- (a) Employee organizations shall not hinder, delay, interfere or coerce employees of the City to hinder, delay, or interfere with the peaceful performance of City services by strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, or unlawful picketing.
- (b) In the event that there occurs any strike, concerted work stoppage, or any other form of interference with or limitation of the peaceful performance of City services prohibited by Section 4.04(a) hereof, the City, in addition to any other lawful remedies or disciplinary actions, may by action of the Municipal Employee Relations Officer cancel any or all payroll deductions, prohibit the use of bulletin boards, prohibit the use of City facilities, and withdraw recognition of the employee organization or organizations participating in such actions.
- (c) Employee members of any employee organization shall not be locked out or prevented by management officials from performing their assigned duties when such employees are willing and able to perform such duties in the customary manner and at a reasonable level of efficiency.

Any decision made under the provisions of this Section may be appealed to the City Council by filing a written Notice of Appeal with the City Clerk, accompanied by a complete statement setting forth all of the facts upon which the appeal is based. Such Notice of Appeal must be filed within ten (10) working days after the affected employee organization first received notice of the decision upon which the complaint is based, or it will be considered closed and not subject to any other appeal.

SECTION 22. RULES AND REGULATIONS

The City Council may adopt such additional Rules and Regulations as may be necessary or convenient to implement the provisions of this Resolution and Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Section 3500, et seq.).

SECTION 23. CONSTRUCTION

- A. Nothing in this Resolution shall be construed to deny any person or employee the rights granted by Federal and State laws and City Charter provisions.
- B. The rights, powers and authority of the City Council in all matters, including the right to maintain any legal action, shall not be modified or restricted by this Resolution.
- C. Nothing in this Resolution shall abrogate any written agreement between any employee organization and the City in effect on the effective date of this Resolution. All such agreements shall continue in effect for the duration of the term specified therein unless modified or rescinded by mutual agreement of the parties thereto.
- D. The provisions on this Resolution are not intended to conflict with the provisions of Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Section 3500, et seq.) as amended.

SECTION 24. SEPARABILITY

If any provision of this Resolution or the application of such provision to any person or circumstance, shall be held invalid the remainder of this Resolution or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

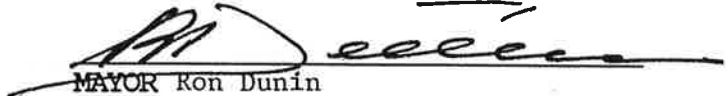
On motion of Councilmember Settle, seconded by Councilmember Rappa ,  
and on the following roll call vote:

AYES: Councilmembers Settle, Rappa, Pinard, Reiss and Mayor Dunin

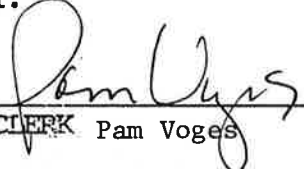
NOES: None

ABSENT: None

the foregoing Resolution was passed and adopted this 6th day of June ,  
1989.


  
MAYOR Ron Dunin

ATTEST:

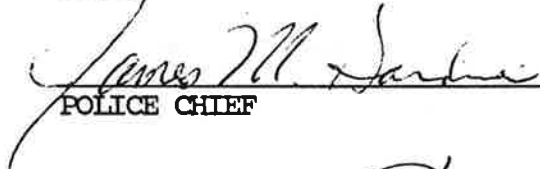
  
CITY CLERK Pam Voges


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APPROVED:

  
CITY ADMINISTRATIVE OFFICER

  
CITY ATTORNEY

  
POLICE CHIEF

  
FIRE CHIEF

  
FINANCE DIRECTOR

  
PERSONNEL DIRECTOR

  
PRESIDENT, SLOPA

  
PRESIDENT, SLOFA