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## SACRAMENTO AD-HOC CHARTER COMMISSION

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May 14, 1990

TO: Honorable Members, Sacramento County Board of Supervisors  
Honorable Mayor and Members, Sacramento City Council

FROM: Bob Smith, Executive Director

SUBJECT: UNRESOLVED PERSONNEL ISSUES

At the joint meeting on May 7, two unresolved personnel issues were deferred. Your two bodies requested that Commission staff draft a report detailing the two issues and present both labor and management's position. This report is a response to that request. Listed below is a review of the two issues, as well as a brief synopsis of both management and labor's position.

### MANDATING FACT-FINDING IN INITIAL EMPLOYER-EMPLOYEE RELATIONS ORDINANCE

#### Background

In the early 1970's, the Sacramento City Fire Fighters went on strike after protracted contract negotiations failed to reach an accord. One item that resulted from that strike was the inclusion in the City's Employer-Employee Relations Ordinance (EERO) of a fact-finding process for safety employees in the event of future impasses. This process, described in Article 15 of the City EERO (see Attachment 1) states that in the event of impasse, an independent fact-finding panel (chosen by both sides) will make determinations on those disputed issues by making comparisons to other private and public entities in the Sacramento area as well as to the three larger and three smaller cities in population to Sacramento. Thus, disputed issues are compared to other California cities of comparable size and characteristics. The findings of the fact-finding panel are then distributed to both sides. **Fact-finding in the City is advisory only**, although it should be recognized that the findings can obviously have an impact on the negotiations and public opinion if they are released.

Since its inception, fact-finding has been used sparingly in the City. In fact, labor argues that fact-finding offers an incentive for both sides to agree on issues to avoid its use. In this manner, they argue it is helpful in forcing compromise.

Should the Charter pass, a new EERO for the City-County will need to be passed almost immediately so that the transition and merger of bargaining units and contract negotiations can proceed. This EERO would govern the detailed rules and procedures for this process. Further, state law dictates that labor and management negotiate the items included in the new EERO.

Given this background, it should be understood that the issue is not whether fact-finding be **permanently** included in the Charter. Neither side has suggested that this be the case. Instead, labor is suggesting that the Charter mandate that the first, initial EERO by the new government include the exact same impasse procedure that is present in the City's EERO (Section 15), which includes fact-finding. After this first EERO is passed, the Charter mandate will have been fulfilled and the provision will sunset. Future EERO

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amendments or revisions need not include the fact-finding procedure. Realistically, it may be that the union is hoping is that once the fact-finding procedure is a part of the EERO, it will be difficult to remove.

In addition, it must also be noted that both labor and management agreed during negotiations to have the Charter mandate including the vast majority of Section 15 in the initial EERO. Thus, the inclusion of a fact-finding process was not the dispute. Management was willing to accept the process as part of the entire agreement. **The issue that the two sides could not agree on involved one aspect of fact-finding, which is what should be the point of comparison used in the process.** For safety unions, labor wants the same language as is present in the City EERO, mainly comparisons between the three larger and three smaller cities (in this case the two largest cities of Los Angeles and San Diego, and San Francisco, San Jose, and Long Beach as the three smaller cities). Management prefers much broader language to insure that the comparisons be to comparable jurisdictions in the state. The two sides were unable to reach compromise on this issue after many hours of negotiations. Subsequently, without an agreement management is against including any Charter language which would mandate fact-finding.

### Labor Position

Labor maintains that not specifying the point of comparison would result in management using a benchmark that favors them most. In fact, they believe that not having the benchmark known in advance will result in an automatic disagreement as to the point of comparison and actually create another disputed issue. Labor believes that this issue needs to be decided in advance. Using police as an example, labor maintains that if the point of comparison is the three larger and three smaller cities, it is likely that the salaries would be higher than if the three larger or smaller counties were used. Labor believes that County Sheriff's salaries are lower than comparable cities, and that management will attempt to use Sheriff's salaries in a fact-finding procedure. Labor believes this is inappropriate considering the Police/Sheriff officers' duties would resemble a City Police Officer's duties as well as a Sheriff's. They believe that being silent will allow management to decide whether they wish to use cities or counties, and will choose what benefits them most.

In fire, the situation is even more complex as few counties even provide fire protection in the state as this is carried out by special districts in most California counties (as is the case in Sacramento). Thus, labor feels that if cities are not specified, it is possible for management to use small districts or state firefighters as their point of comparison rather than other cities of comparable size and population.

Labor also maintains that the argument that comparable city positions do not exist for several county jobs is irrelevant because they are proposing that the "six cities" language be confined to safety employees only. Thus, it is only in police and fire that the issue is relevant as labor has agreed that in other areas, the broader language is acceptable.

Finally, labor maintains that they are only arguing for the status quo, and not trying to obtain an additional protection. It is their belief that the fact-finding process they gained in the City EERO (after a long strike) should be maintained. They are only asking to continue the status quo.

### Management Position

Management believes that the inclusion of fact-finding should not be addressed in any form as part of the Charter. During negotiations, they agreed to include fact-finding in the initial EERO only as part of the entire package agreement.

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Once this issue became isolated and not part of the entire agreement, management's position is that fact-finding not be included as an issue to be addressed in the Charter in any manner. Specifically, management's position is as follows:

- they are opposed to fact-finding being included in the Charter in any manner, even if the provision only mandates that the initial EERO include fact-finding. They believe that the inclusion of fact-finding in the initial EERO is something that should be negotiated at that time the agreement is being prepared as state law requires, and not be included in the Charter. They feel this is a labor/management issue, and not one that belongs in the Charter as state law requires that the employee relations ordinance be subject to meet and confer. Finally, they do not feel that the fact-finding process aids in the deliberations or resolution of labor negotiations;
- recognizing that management believes that no fact-finding procedure should be in the Charter, if fact-finding is to be mandated in the initial EERO, management believes that having a separate category regarding safety employees (police and fire) as is suggested by labor is inappropriate and unfair. It singles out in the EERO two agencies as exceptions and seems to give them deferential treatment. Management maintains that all unions and bargaining units should be under the same types of rules and comparisons; and,
- given this belief that the employee relations ordinance not single out police and fire, management maintains that it is inappropriate that comparisons be only the three larger and smaller cities. The new government would not be a city, but a city-county and would be unique to all others except San Francisco. Management feels that if fact-finding were included, they need the flexibility to determine the benchmark comparisons, and that including only cities will result in confusion where comparable city positions do not exist (e.g. there are many county positions with no comparable city positions). Further, management maintains that forcing comparisons to cities such as Los Angeles and San Diego is not appropriate as the cost of living and other factors are much higher and could force wages to a much higher level than is now the case. The consolidation will result in a much larger city, but not a greater population than is presently the case. It represents an unfair comparison, and could exacerbate labor negotiations by forcing comparisons with cities and counties with financial resources well beyond those of Sacramento.

### Staff Analysis

Although management may not be in favor of including fact-finding, during negotiations both sides did agree that the process be included in the initial ordinance. At that time, the only issue of dispute involved the measurement criteria that the fact-finding panel use in making its determination. Thus, although management may not favor fact-finding in principle, they were willing to accept it at that time.

Given this, staff also recognizes that creating separate categories for police and fire sets a bad precedent and seems to be based upon a premise that these two will benefit directly from comparisons to other cities. Thus, it appears that the main criteria for these two unions not accepting broader language that they find acceptable for all other bargaining units is their preconceived fear that the process may not work in their favor if they can not pick the comparisons. It is our understanding that the EERO is an ordinance that is set up to assure a fair and impartial process for all labor relations, and not just the safety unions. Staff believes the language that management offered that would state the fact-finding comparisons be made to comparable jurisdictions of the state is fair and reasonable and can not be abused in the manner labor suggests.

This language allows each individual situation and contract to be compared to similar entities at that time. These similar entities may be cities in some instances, counties in others, and occasionally special districts

in others. We feel that this officers the best opportunity for comparisons to be fair and accurate, and that this can not be misconstrued to mean that a large City-County fire department be compared with the a small special district. Further, as each dispute occurs, both sides would negotiate the proper points of comparisons.

Finally, this language also would apply to all bargaining units, even those county positions with no comparable city counterpart. It covers the entire range of bargaining units, without making specific exceptions for police and fire.

Staff believes that allowing some flexibility in determining future benchmarks is essential for a fair and impartial fact-finding process. Dictating cities smaller and larger ignores the fact that these cities can differ markedly in their cost of living, problems faced, and other factors which may make the comparisons inaccurate for Sacramento. Even though Sacramento will become the third largest city in the state if the merger would take place, this is more of a technical change than the fact that we grew that suddenly. Just as Sacramento is not similar in many respects today to San Diego or Los Angeles, we will be no more similar after the merger. Using such comparisons may be unwise for all concerned. Allowing some flexibility in this area offers greater promise of insuring that fair comparisons are made. Labor argues that having city comparisons is the best way because it compares "apples to apples." We maintain that in many areas, comparing Sacramento to Los Angeles or San Diego is comparing "apples to oranges." The proper comparison should be examined as individual disputes arise, not mandated for all areas at all times.

Commission staff suggests that because both parties did agree to the use of fact-finding, that language be drafted to include fact-finding in the initial EERO, but that police and fire should use the same language as was agreed to for all other bargaining units, mainly that comparisons be made to comparable jurisdictions in the state.

## **COLLECTIVE BARGAINING FOR SCOPE AND DUTIES OF SAFETY AUXILIARIES**

### Background

Currently, Section 1303 lists all the categories of exempt positions in the new government. Among those listed as exempt are public safety auxiliaries. The draft Charter further states that auxiliaries should be limited to six months employment in any calendar year so as to not abuse the privilege of this volunteer or part-time labor. At the time it was drafted, and throughout most of the deliberations, this was not a particularly controversial or hotly debated point.

In recent months, the labor unions, and most specifically the Sacramento County Deputy Sheriff's Association (SCDSA), have taken issue with this language and asked that additional clarification be added that would state that the scope and duties of these auxiliaries should be subject to meet and confer. The unions also add that they are not attempting to have auxiliaries join the union, but only have their scope and duties bargained as part of the meet and confer process. The unions maintain that without this language, these auxiliaries could be used in an improper manner that will absolutely impact the careers of full-time officers.

Recently, the unions have said that they are willing to compromise on this measure in a manner similar to that being discussed for fact-finding, mainly that the Charter dictate that the initial EERO mandate that the scope and duties of auxiliaries be bargained, and that thereafter, changing the ordinance would be at the discretion of the Council of Supervisors and the Mayor. Thus, changing this in the future would be by rescinding or changing the ordinance, and not require a Charter amendment.

Management Position

Management maintains that this item does not belong in the Charter and is purely an administrative and labor/relations issue. They offer the following arguments against including this in the Charter:

- it is fundamentally wrong to negotiate the scope and duties of "volunteer" employees. These volunteers serve to help and aid the force in the spirit of cooperation and good citizenship. The use of these volunteers should be subject to the wishes of the elected Sheriff and the volunteers, not the deputies union;
- it is fundamentally wrong for one group to negotiate the duties and responsibilities on behalf of another group that they do not represent. This provision will result in the SCDSA dictating the scope and duties of the auxiliaries, whom they do not represent;
- at present, it is permissible for these types of negotiations to occur if both sides can agree. Mandating in the Charter such a provision for decades to come is both unnecessary and unwise;
- the Charter section under discussion involves who is exempt and who is part of the civil service. Clearly, no one is arguing that auxiliaries should be civil service. Dictating the scope and duties of auxiliaries is not relevant in this section;
- the Charter language as written already states that these auxiliaries can not be used for more than six months; therefore, the unions argument that auxiliaries are replacing full-time employees is simply not possible;
- negotiating the scope and duties of auxiliaries takes away the discretion of the Sheriff's in allocating his/her labor force. Further, the Sheriff is strongly opposed to the inclusion of this language (see Attachment 2); and,
- if abuse in the use of auxiliaries is discovered as the SCDSA maintains, there are other ways to address this problem through the normal labor relations process. Negotiating their scope and duties by Charter is simply not necessary when other avenues exist.

In sum, management believes that including this language creates problems in administration, is unnecessary, basically unfair to the volunteers, and urges that the Charter language remain as drafted.

Labor Position

Labor maintains mandating this issue be subject to negotiations is necessary for the following reasons:

- their has been a long history of abuse in the use of auxiliaries in Sacramento County, and traditional mechanisms to solve the problems have been ineffective;
- the use of auxiliaries "absolutely impacts" the career opportunities of full-time career officers. As a result, suggesting that the scope and duties be negotiated is not an unreasonable request when the use of these employees can have such a strong impact on the career employees;
- the public needs to know that qualified and trained officers are responding to their calls, not volunteers. Without this guarantee, a Sheriff, in a cost cutting maneuver, could use these auxiliaries in situations for which they are not qualified nor trained. Thus, public safety could be endangered;

- the liabilities and potential problems for the city-county are tremendous using these volunteers in dangerous situations. Assuring that their duties are negotiated reduces the chances that these volunteers will be used in a manner to reduce potential accidents;
- without a Charter mandate forcing the issue to be discussed, it is extremely unlikely that this issue will be negotiated. Past practices indicate that management has been unwilling to discuss this issue in negotiations;
- labor is not trying to dictate the outcome, only dictate that the issue must be discussed. The ultimate decision is still with the elected officials. Thus, nothing is being asked for other than to have this be subject to negotiations; and,
- the protection of only allowing auxiliaries to serve for six month does not alleviate the concern that they will be used to replace sworn officers. If anything, it exacerbates the problem because even more inexperienced people may be employed in dangerous situations.

In essence, labor argues that the auxiliaries have a major impact on the career officers, and the use of these auxiliaries could have a even greater impact in the future, therefore, the scope and duties of these volunteers should be an issue that is discussed.

Staff Analysis:

It is staff's opinion that this is an extremely technical issue for inclusion in a Charter. Recently, the unions have modified their stand somewhat by suggesting that the Charter mandate only that an ordinance be drawn mandating initially that auxiliaries scope and duties be negotiated, and sunset from the Charter. This is much more acceptable, but still is extremely detailed for a Charter.

It is our view that this issue has other avenues of solution rather than mandating negotiations in the Charter. If the auxiliaries are being used improperly, other legal procedures are present (i.e. filing a grievance) to alleviate the problem. Further, negotiations could be accomplished without a Charter mandate as this is already permissive.

Thus, staff believes that management makes the better case in this matter. Inclusion of such language could infringe upon managements prerogative in administering law and fire protection.

Respectfully,



BOB SMITH, Executive Director  
Sacramento Ad-Hoc Charter Commission

PH:adj 90'087

Attachments

1. City Employer-Employee Relations Policy
2. Letter from Sheriff Glen Craig

EMPLOYER-EMPLOYEE RELATIONS POLICY

## ARTICLE I - STATEMENT OF PURPOSE

This Resolution is enacted pursuant to California Government Code Sections 3500 et seq., to establish orderly procedures to promote full communication between the City and its employees by providing a reasonable method of resolving disputes regarding wages, hours, and other terms and conditions of employment between the City and its employee organizations. It is the purpose of this Resolution to promote the improvement of personnel management and employer-employee relations within the City by providing a uniform basis for recognizing the right of its employees to join organizations of their own choice and be represented by such organizations in their employment relationship with the City.

Nothing contained herein shall be deemed to supersede the provisions of existing State law, the City Charter, ordinances, resolutions and rules which establish and regulate the merit and civil service system, or which provide for other methods of administering employer-employee relations. This Resolution is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communications between employees and the City.

## ARTICLE II - AUTHORITY OF CITY MANAGER

The City hereby declares, as a matter of policy, that the City Council and its members will deal with employee organizations and their representatives solely through the City Manager except when otherwise expressly provided for by the terms of this Resolution.

## ARTICLE III - DEFINITIONS

1. The terms "employee organization", "recognized employee organization", and "mediation" have the meanings specified in California Government Code Section 3501.
2. The meaning of "scope of representation" is as that term is defined in California Government Code Section 3504.
3. Except as otherwise provided for in a collective bargaining agreement, an "employee" shall mean (a) a full-time career employee, or (b) an employee who works, within one year from each date of employment, in excess of 1,040 hours during a continuous period of employment of more than six (6) months.
4. "Confidential Employee" means an employee who regularly participates in making or regularly has advance knowledge of decisions of the City affecting employee relations.
5. "Management Employee" means an employee having responsibility for formulating, administering, or managing the implementation of City policies and programs.

6. "Supervisory Employee" means an employee having responsibility for assigning and directing the work of other employees, or for rewarding or disciplining them, or for adjusting their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

7. "Professional Employee" means an employee engaged in work (a) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work, and (b) involving the consistent exercise of discretion and judgment in its performance, and (c) of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time, and (d) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental manual or physical processes.

8. "Employee Relations Officer" means the City Manager or his duly authorized representative.

9. "Proof of Employee Approval" is demonstrated under this Resolution by (a) an authorization card recently signed by an employee, or (b) employee dues deduction authorizations, using the payroll immediately prior to the date a petition is filed hereunder, except that deductions for more than one employee organization for the account of any one employee shall not be considered proof of employee approval for more than one employee organization, or (c) a verified authorization petition or petitions recently signed by an employee. The words "recently signed" mean signed within one hundred eighty (180) days prior to the filing of a petition hereunder.

10. "Impasse" means a deadlock in discussions between a recognized employee organization and the Employee Relations Officer over any matters concerning which they are required to meet and confer in good faith, or over the scope of such subject matter.

#### ARTICLE IV - REPRESENTATION UNITS

The representation units set forth in Exhibit "A" attached hereto are the appropriate units for representation by recognized employee organizations.

#### ARTICLE V - RECOGNIZED EMPLOYEE ORGANIZATIONS

An employee organization that wishes to be certified as the recognized employee organization for a designated representation unit for which unit no employee organization has been certified shall file a recognition petition with the Employee Relations Officer.

1. Petition - The petition shall be signed by the organization's duly authorized officers, and shall contain the following information and documentation:

(a) The name and mailing address of the organization.

(b) The names and titles of its officers.

(c) Designation of those persons, not exceeding three in number, and their addresses, to whom notice sent by regular mail will be deemed sufficient notice on the organization for any purpose.

(d) A statement that the organization does not discriminate or restrict membership or participation based on race, color, creed, national origin, or sex.

(e) A statement that the employee organization has, as one of its primary purposes, representing employees in their employment relations with the City.

(f) A statement that the organization agrees to comply with the provisions of this Resolution.

(g) A copy of its constitution and bylaws, if any.

(h) Identification of the representation unit for which petitioner seeks certification as the recognized employee organization.

(i) Proof of employee approval of thirty percent (30%) or more of the employees within such representation unit.

The Employee Relations Officer shall give written notice of such petition to the petitioner, to the employees involved and to any employee organization that has filed a written request for receipt of such notice to him. Within thirty (30) days of the date of such notice, other employee organizations may file a challenging petition seeking to become the recognized employee organization within such representation unit.

## 2. Election

(a) Calling of Election - The Employee Relations Officer shall, whether or not a challenging petition is filed, request the State Conciliation Service to call and conduct a secret ballot election in accordance with its own procedures and regulations and pursuant to the election procedures as herein below set forth. If a challenging petition is filed, and is accompanied by proof of employee approval equal to at least ten percent (10%) of the employees within the representation unit, the State Conciliation Service shall include such challenging employee organization on the ballot.

(b) Election Procedures - Whenever the State Conciliation Service calls an election pursuant hereto, it shall include the choice of no organization on the ballot. Employees entitled to vote in a representational election shall be those employees within the representation unit whose name appeared on the payroll immediately prior to the date of the election. An employee organization shall be certified by the Employee Relations Officer as the recognized employee organization within the representation unit if . . .

(1) That 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, or,

(2) More than fifty percent (50%) of the total number of employees in the unit eligible to vote have voted in the election, and the employee organization receives a numerical majority of all votes cast in the election, or,

(3) In an election involving three or more choices, where none of the choices receives a majority of the ballot votes cast, and where more than fifty percent (50%) of the total number of employees in the unit eligible to vote have voted in the election, a run-off election shall be conducted between the two choices receiving the largest number of ballot votes cast; the rules governing an initial election being applicable to a run-off election.

3. Decertification Procedures - A decertification petition may be filed with the Employee Relations Officer by employees or an employee organization to determine whether or not a recognized employee organization continues to represent a majority of the employees in the representation unit. Such petition must be accompanied by proof of employee approval equal to at least thirty percent (30%) of the employees within the representation unit. The time periods for a petition to be filed with the Employee Relations Officer are: a) after the first full year of recognition if no written agreement has been negotiated; b) within the period commencing ninety (90) and ending sixty (60) days immediately prior to the expiration date of a written agreement; or c) any time after a written agreement has been in effect for three years or more. When such a valid petition has been filed, the State Conciliation Service shall be requested to conduct an election to determine whether or not the incumbent recognized employee organization shall be decertified, and where filed by an employee organization, whether such organization shall be recognized. Such election shall be in accordance with the procedures and regulations of the State Conciliation Service, and the election procedures as hereinabove set forth.

4. In the event that the State Conciliation Service is unable to or unwilling to provide any of the services required of it by paragraphs 2 and 3 above, the American Arbitration Association, or another impartial third party agreed to by the City and the concerned employee organization(s), shall perform said services.

5. Costs of conducting elections, if any, shall be borne equally by the City and the employee organization(s).

6. Recognized employee organizations shall annually, on or before the anniversary date of recognition, file a written statement with the Employee Relations Officer, indicating changes in items (a) through (g) as they appeared in the recognition petition filed pursuant to paragraph 1 of this Article, or as subsequently amended by a written statement hereunder, or, as appropriate, shall indicate that there has been no change in such information. The statement shall be signed by the duly authorized officers of the recognized employee organization.

#### ARTICLE VI - MEET AND CONFER

Upon request, a recognized employee organization shall have the right to meet and confer in good faith regarding matters within the scope of representation with the Employee Relations Officer and/or his designees.

Provided, however, that nothing herein shall require meeting and conferring between parties to a Memorandum of Understanding during the term of such Memorandum regarding matters to take effect during such term, except that such parties may meet and confer during such term on a matter within the scope of representation where (a) the matter was not covered by the Memorandum or expressly raised as an issue during the meeting and conferring process out of which such Memorandum arose, and (b) there shall have arisen a significant change in circumstances with respect to such matter, which could not have reasonably been anticipated by both parties at the time they signed such Memorandum.

Employees in classifications not included in supervisory and confidential representation units shall not participate in meeting and conferring or grievance resolution processes pertaining to supervisory and confidential representation unit classifications.

In the absence of express authorization in advance by the Employee Relations Officer, not more than two City employees representing a recognized employee organization requesting such a meeting shall be entitled to attend without loss of compensation or other benefit, nor shall more than a total of three representatives for each recognized employee organization be entitled to attend such meetings.

City employees who shall represent a recognized employee organization at such meeting shall give reasonable advance notice thereof to their immediate supervisor, but in no event shall such notice be given less than one full working day or shift before the meeting; except, however, that the Employee Relations Officer may, in his discretion, waive this requirement for advance notice.

If agreement is reached on matters subject to approval by the City Council or by the Civil Service Board or Retirement Board, the parties shall jointly prepare a written memorandum of such understanding, and the Employee Relations Officer shall present it to the Council or such Board, as appropriate, for determination. If agreement is reached on matters not subject to such approval, the Employee Relations Officer and the recognized employee organization(s) shall, at the request of one of the parties, prepare a written memorandum of such understanding.

#### ARTICLE VII - PAYROLL DEDUCTIONS

Only recognized employee organizations shall have the right to have the regular membership dues of its members deducted from employees paychecks upon the written authorization of each such employee member in such form as will not infringe upon an employee's rights under California Government Code Sec. 3502.

This Article shall not be construed to restrict a recognized employee organization from meeting and conferring with the City regarding additional payroll deductions upon the written authorization of employees in such representation unit.

## ARTICLE VIII - COMMUNICATION WITH EMPLOYEES

Reasonable access to employee work locations shall be granted to officers of recognized employee organizations for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers shall not enter any work location without previous notice to and consent from the Department Head or his designee, and access may be restricted so as not to interfere with departmental operations or with established safety and security requirements.

Campaigning for office, conducting meetings or elections, and other internal employee organization business of a similar nature shall not be carried on during working hours.

## ARTICLE IX - USE OF CITY FACILITIES

City buildings and other facilities may be made available for use by City employees or an employee organization or their representatives in accordance with administrative procedures governing such use.

## ARTICLE X - ADVANCE NOTICE

Except in cases of emergency as provided in this Article, the City Council, the Civil Service Board and the Retirement Board, shall give reasonable written notice to each recognized employee organization affected by any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, the Civil Service Board, or the Retirement Board, and shall give such recognized employee organization the opportunity to meet with the City Council, the Civil Service Board, or the Retirement Board. The Council or such Board shall, upon the request of the Employee Relations Officer or a recognized employee organization, delay consideration of the matter proposed to be acted upon for such period of time deemed to be reasonable by the Council or such Board, to give the parties an opportunity to meet and confer thereon in order to endeavor to agree upon a joint recommendation to be made to the Council or such Board.

In cases of emergency when the City Council, the Civil Service Board, or the Retirement Board determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the City Council, the Civil Service Board, or the Retirement Board shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

## ARTICLE XI - EMPLOYEE ORGANIZATIONS

Employee organizations may represent their individual employee members in individual employment relations, including grievances, to the extent required by the Government Code.

## ARTICLE XII - INDIVIDUAL EMPLOYEES

Nothing in this Resolution shall be construed to restrict or in any way modify the right of an individual employee to present matters involving his individual employment relationship to the appropriate level of management, provided that any action taken is not inconsistent with the terms of a memorandum of understanding then in effect, and that before any action is taken which could affect the terms and conditions of employment of other employees in the representation unit, such proposed action is communicated to the recognized employee organization for its opinion on the merits and the effect on the proposed action.

## ARTICLE XIII - PROHIBITION AGAINST DISCRIMINATION

No appointing authority or his representative shall discriminate for or against any employee organization, or in any way coerce or influence any employee in his free choice to join or refrain from joining any employee organization.

It is the policy of the City to affirmatively support and encourage equal opportunity of employment for members of racial, religious and other minority groups. If evidence of such discrimination by an employee organization comes to the attention of the Employee Relations Officer, it shall be his duty to refer such evidence to an appropriate legal authority having jurisdiction thereof, if any.

## ARTICLE XIV - APPLICATION OF LABOR CODE SECTION 923

The enactment of this Resolution shall not be construed as making the provisions of Section 923 of the Labor Code applicable to employees or employee organizations.

## ARTICLE XV - IMPASSE PROCEDURES

1. Initiation of Impasse Procedures - Impasse procedures may be invoked only after the possibility of settlement by direct discussion has been exhausted. Any party may initiate the impasse procedures by filing with the other party or parties 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 by the 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 shall be two-fold:

(a) To permit a review of the position of all parties in a final effort to reach an agreement on the disputed issues; and

(b) If agreement is not concluded, to discuss arrangements for implementing the specific impasse procedure or procedures to which the dispute shall be submitted.

2. Impasse Procedures - Impasse procedures are as follows:

(a) If the parties so agree, the dispute shall be submitted directly to the City Council for determination.

(b) If they do not so agree with a reasonable period of time, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues. If the parties are unable to agree on a mediator after a reasonable period of time, they shall select the mediator from a list of three names to be provided by the State Conciliation Service, or if that body for any reason shall fail to provide such list, by the American Arbitration Association. The recognized employee organization or organizations shall first strike one name, the Employee Relations Officer shall then strike one name, and the name remaining shall be the mediator.

(c) If the parties have failed to resolve all their disputes through mediation within fifteen (15) days after the mediator commenced meeting with the parties, the parties may agree to submit the issues in dispute directly to the City Council. In that event the City Council shall finally determine the issues after conducting a public hearing thereon and after such further investigation of the relevant facts as it may deem appropriate.

(d) If the parties fail to agree to submit the dispute directly to the City Council, the disputed issues shall be submitted to fact-finding.

The parties may agree on the appointment of one or more fact-finders. If they fail to so agree, a fact-finding panel of three shall be appointed in the following manner: One member of the panel shall be appointed by the Employee Relations Officer, one member shall be appointed by the recognized employee organization, and those two shall name a third, who shall be the chairman. If they are unable to agree upon a third, they shall select the third member from a list of five names to be provided by the American Arbitration Association, the one to serve to be determined by the alternate striking of names, with the party who is to strike the first name to be determined by chance method.

The following constitute the jurisdictional and procedural requirements for fact-finding:

(1) Fact-finders shall not have served as mediator in the same impasse under subparagraph (b), and shall not be employees or officers of the City or members of one of the City's employee organizations.

(2) Fact-finding is authorized hereunder in connection with all disputed issues that are within the scope of representation.

(3) The fact-finder(s) shall, to the extent they are applicable, determine and apply the following standards to the disputed issues in making recommendations:

(i) City job classifications shall be compared to comparable job classifications in private and public employment in the Sacramento metropolitan area, and in the three California cities next larger and the three California cities next smaller in population than Sacramento, to the extent such can be reasonably done.

(ii) In determining job comparability, the following factors will be considered: The nature and complexity of the duties involved; the degree of supervision received and exercised; the educational, experience and physical qualifications, and the special skills required; the physical working conditions; and the hazards inherent in the job.

(iii) Comparisons shall be in terms of total compensation and benefits of employment, and, to the extent feasible, shall be measured in monetary terms.

(iv) The comparison data as hereinabove provided for shall, to the extent feasible, be adjusted as appropriate for differences in the cost of living in Sacramento as compared to other cities considered; the benefits of job stability and continuity of employment; difficulty of recruiting qualified applicants; and equitable employment benefit relationships between job classifications in City employment.

(v) The state of the economy in the Sacramento metropolitan area, and the financial condition and resources of City government, shall be considered.

(4) The fact-finder(s) shall make written findings of fact and recommendations for the resolution of the issues in dispute, which shall be presented in terms of the standards specified in (3) above. The fact-finder or chairman of the fact-finding panel shall serve such findings and recommendations on the Employee Relations Officer and the designated representative of the recognized employee organization. If these parties have not resolved the impasse within ten (10) days after service of the findings and recommendations upon them, and in no event later than ten (10) days prior to the final date set by law for fixing of the tax rate, the fact-finder or the chairman of the fact-finding panel shall make them public by submitting them to the City Clerk for consideration by the City Council in connection with the Council's legislative determination of the issues.

(5) Costs of mediation and fact-finding shall be divided one-half to the City and one-half to the recognized employee organization.

SACRAMENTO COUNTY



SHERIFF'S DEPARTMENT

Glen Craig  
 Sheriff

RECEIVED

APR 18 1990

Sacramento AD-HOC Charter Comm.

April 12, 1990

SACRAMENTO AD-HOC CHARTER COMMISSION  
 1010 - 8th Street  
 Sacramento, California 95814

ATTN: Mr. Roy Brewer, Chairman

Dear Mr. Brewer:

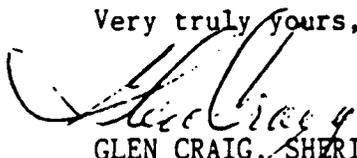
I wish to take this opportunity to reiterate my position on public safety auxiliaries.

This issue was reintroduced before the Board of Supervisors and the City Council on April 9, 1990, during a Sacramento Ad-Hoc Charter Commission meeting. While the proposal would not mandate that volunteer employees belong to any labor organization, it would set forth that the labor organizations would have the right to collectively bargain the periods of service and scope of duties of auxiliaries insofar as they impact the duties of career employees.

As I indicated in my previous communication to you, I am opposed to language in the charter which so finitely defines labor relations parameters that it would significantly impact the Sheriff's discretion in the utilization of auxillary officers. Again, I strongly urge the Commission to allow issues of this nature to be resolved through agreements between the labor organizations and the consolidated municipal government.

If you have any questions, please feel free to contact me.

Very truly yours,

  
 GLEN CRAIG, SHERIFF

cc: Members Board of Supervisors  
 Members, City Council  
 Brian Richter



DEPARTMENT OF  
EMPLOYEE RELATIONS

CITY OF SACRAMENTO  
CALIFORNIA

RECEIVED  
MAY 14 1990

226 J STREET  
ROOM 201  
SACRAMENTO, CA  
95814-2716

May 14, 1990

916-449-5424  
Sacramento AD-HOC Charter Comm.

Sacramento County Board of Supervisors  
Sacramento City Council  
700 "H" Street, Suite 1450  
Sacramento, CA 95814

SUBJECT: Unresolved Personnel Issues

Honorable Members in Session:

This is to advise you that we are in agreement with the recommendations of the Sacramento Ad-Hoc Charter Commission in the staff report dated April 27, 1990 on the unresolved personnel issues which are:

1. Mandatory Fact-Finding on Initial Employer-Employee Relations Ordinance

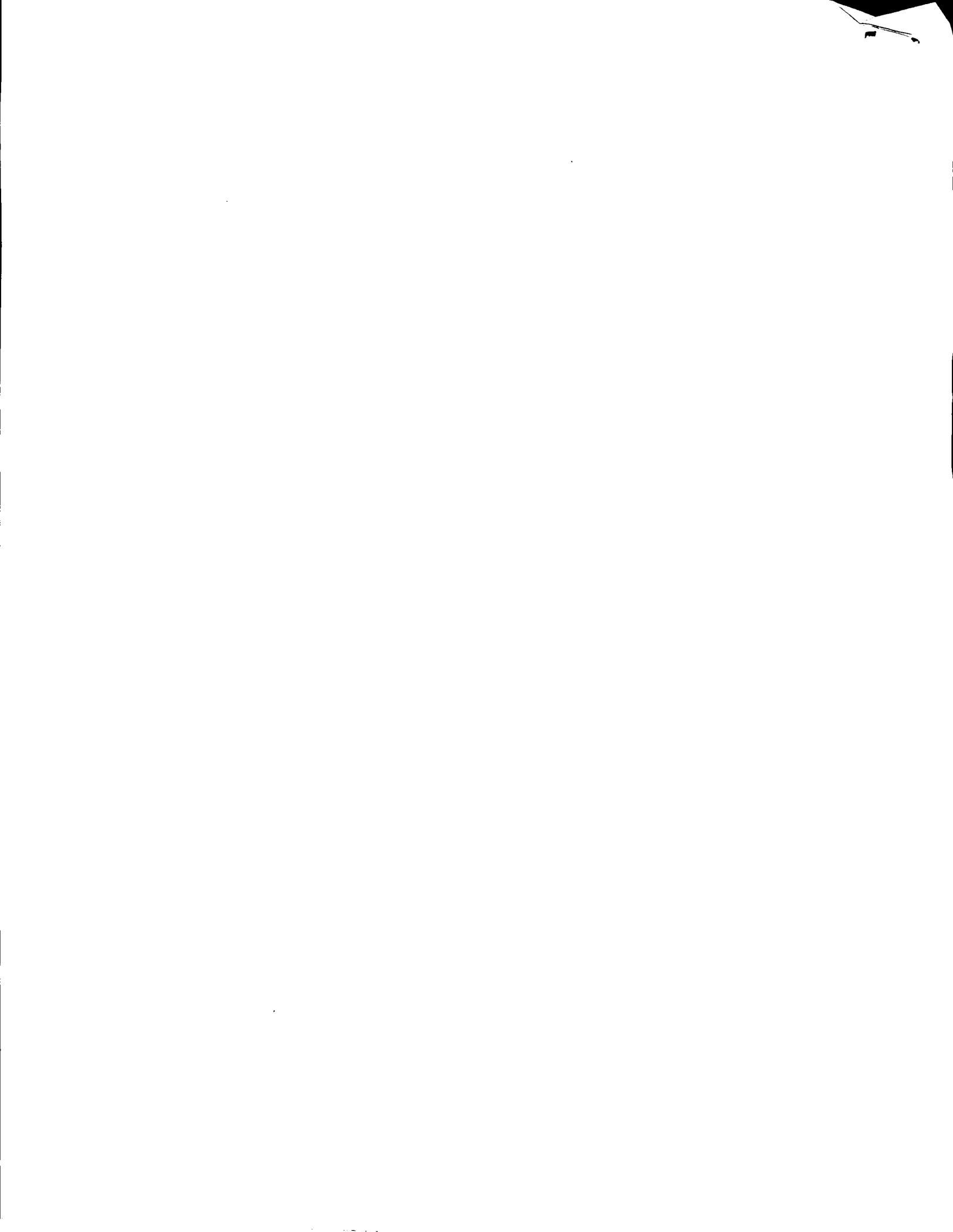
While we prefer not to have any mandatory impasse procedure, the staff's recommendation is acceptable on fact-finding with job classifications compared with other comparable public jurisdictions in the State.

As contrasted to labor's position on the "six cities", the staff's recommendation for more general language on other comparable jurisdictions is a better approach because it permits flexibility in future labor relations.

2. Public Safety Auxiliaries

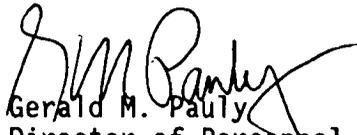
We support the staff recommendation of restricting proposed Section 1303 to a listing of the categories of exempt positions, including public safety auxiliaries, in the merged government.

The issue of whether the scope and duties of safety auxiliaries is negotiable should be left to the parties to decide in the bargaining process.

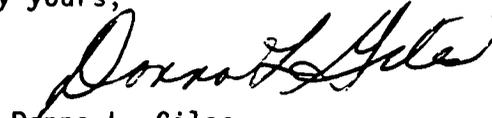


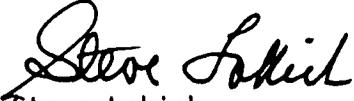
Thank you for your consideration in this matter.

Very truly yours,

  
Gerald M. Pauly  
Director of Personnel Management  
County of Sacramento

  
Daniel Bonebrake  
Employee Relations Officer  
County of Sacramento

  
Donna L. Giles  
Director of Personnel  
City of Sacramento

  
Steve Lakich  
Director of Employee Relations  
City of Sacramento

cc: Roy E. Brewer, Chairman, Sacramento Ad-Hoc Charter Commission  
Brian H. Richter, County Executive  
Walter J. Slipe, City Manager



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# SACRAMENTO AD-HOC CHARTER COMMISSION

1010 8th Street, Sacramento, CA 95814 • 440-5600

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May 21, 1990

TO: Honorable Members, Sacramento County Board of Supervisors  
Honorable Mayor and Members, Sacramento City Council

FROM: Bob Smith, Executive Director

SUBJECT: CHARTER LANGUAGE

Attached is the updated Charter reflecting the changes thru April 17.

**Changes as a result of Mayor sitting with the Council of Supervisors:**

The following Sections were changed to reflect the role of the Mayor serving with the Council as the Presiding Officer, having no vote, while maintaining veto power as per the Commission decision of April 17.

Section: 402  
Title: Establishment and Number of Supervisors  
Change Involves: Reflects Commission intent of having Mayor serve as a member of the Council of Supervisors.

Section: 409  
Title: Presiding Officer, Chairperson, and Vice Chairperson of the Council of Supervisors  
Change Involves: Reflects Commission intent of having Mayor act as Presiding Officer of Council of Supervisors. This Section also continues having the remaining members select a Chair and Vice-Chair to act in the absence of Mayor.

Section: 412  
Title: Rules and Quorum  
Change Involves: A staff suggested technical change to add clarity to ensure that a quorum can be achieved with a majority of the **voting** members of Council. Thus, six voting members make-up a quorum. Without this change, seven members would be necessary to achieve a quorum with the Mayor serving as part of the Council.

Section: 413  
Title: Ordinances, Resolutions, Motions  
Change Involves: A staff suggested technical change to ensure that a majority vote of only voting members of the Council are necessary to pass any ordinance, resolution, or motion. Again, with the Mayor officially part of the Council, the number of

members on the Council is technically twelve. Thus, a majority would require seven votes. This change clarifies that only six votes are required to pass any action.

Section: 501 (b)(6)  
Title: Mayoral Functions  
Change Involves: Reflects Commission intent of having Mayor serve as Presiding Officer with no vote. Also maintains same Mayoral role regarding appointments to and participation on city-county boards and commissions.

Section: 501 (b)(10)  
Title: Mayoral Functions  
Change Involves: Legal Counsel technical changes regarding veto language.

Section: 503  
Title: Veto Power  
Change Involves: Legal Counsel technical changes clarifying wording regarding veto power.

Section: 508  
Title: Absence or Incapacity (of Mayor)  
Change Involves: Technical adjustment which insures that the Chairperson of the Council presides over meetings in the event of long term absence or incapacity of Mayor.

Section: 1306 (d)  
Title: Collective Bargaining  
Change Involves: Reflects Commission intent regarding the Mayoral role in the collective bargaining process.

**The following amendments reflect changes in all other Charter areas:**

Section: 415  
Title: Investigations  
Change Involves: Reflects Commission intent stating that only Council members have the right to serve on committees investigating internal government affairs.

Section: 602 (c)  
Title: Functions (of CAO)  
Change Involves: Reflects Commission intent that CAO Department Head appointments are ratified by Council of Supervisors.

Section: 701 (f)  
Title: Elective Officers  
Change Involves: Technical change discovered during proofing that states that election instructions for LCC's are also located in Article 14.

Section: 704  
Title: Auditor  
Change Involves: Reflects Commission intent regarding Auditor language.

Section: 705 (c)  
Title: Sheriff  
Change Involves: Technical adjustment changing the word "county" to "city-county."

**Charter Language  
Page 3**

**Section:** 708  
**Title:** Mayor and Supervisors Staff  
**Change Involves:** Reflects Commission intent regarding combining Sections pertaining to Mayoral and Supervisorial staff.

**Section:** 802 (b)  
**Title:** Purpose, Powers, Functions  
**Change Involves:** New subsection reflecting Commission intent that the Council of Supervisors may delegate additional responsibilities to the LCC's.

**Section:** 902 (b)  
**Title:** General Plan  
**Change Involves:** Reflects Commission intent regarding earlier notification of General Plan amendments to LCC's.

**Section:** 902 (d)  
**Title:** General Plan  
**Change Involves:** Reflects Commission intent limiting General Plan changes to four times yearly.

**Section:** 903 (a)  
**Title:** Community Plans  
**Change Involves:** Reflects Commission intent that community plans must be consistent with fair share plan.

**Section:** 904 (b) (2)  
**Title:** Rezoning  
**Change Involves:** Reflects Commission intent that rezones be consistent with the general plan at the time they are submitted. This basically forces any general plan amendment to be completed before any action can take place on a rezone.

**Section:** 905  
**Title:** Development Agreements  
**Change Involves:** Reflects Commission intent that development agreements need to go through the same public hearing process at the LCC level as any rezones.

**Section:** 908  
**Title:** Fair Share Plan  
**Change Involves:** Reflects Commission intent requiring fair share plan to be developed.

\* **Section:** 911 (c) (2) and (3)  
**Title:** Appeals of Land Use Appeals  
**Change Involves:** Legal Counsel and staff suggestion that greater clarity be stated regarding subdivision appeals being appealable to the Council of Supervisors due to state law. While we previously maintained silence on this issue, it is Counsel's and staff's opinion that we should state this to avoid confusion and potential litigation on a matter that seems clear in state law.

- Section: 912  
Title: Creation and Duties of Policy Planning Commission  
Change Involves: Reflects Commission Intent regarding the make-up and duties of the Policy Planning Commission.
- Section: 1001 (d)  
Title: Services District  
Change Involves: Reflects Commission Intent regarding clarifying duties of transition board in raising service levels.
- Section: 1206 (c)(f)  
Title: Assumption of Obligations  
Change Involves: Reflects Commission intent regarding revenue bonds and equity in taxation between service districts.
- Section: Article 13  
Title: Personnel  
Change Involves: Almost every Section in this Article was impacted by the management/labor document approved by the Commission. These changes are reflected throughout the Article.
- Section: 1403  
Title: Initial Elections  
Change Involves: Reflects Commission intent that initial elections take place in "Spring" of 1992. This change is made in case the state changes the date of its primary from June as has been suggested.
- Section: 1404 (b)  
Title: Elections  
Change Involves: Technical suggestion by Legal Counsel to help clarify meaning of Section.
- Section: 1404 (f)  
Title: Elections  
Change Involves: Reflects Commission intent of having special elections follow the same procedure as regular elections.
- Section: 1406  
Title: Appointment to Office  
Change Involves: Reflects Commission intent of eliminating uncontested races by having the Council of Supervisors appoint the candidate instead of holding the election.
- Section: 1803  
Title: Regulation of Lobbying Activities  
Change Involves: Reflects Commission intent prohibiting lobbying activities of former elected officials for one year after leaving office.
- Section: 1903 and 1904  
Title: Status of Employees and Status of Recognized Employee Organizations  
Change Involves: Reflects changes approved by Commission as suggested by labor/management agreement.

Section: 1906 (b)  
Title: Transitional Duties and Functions  
Change Involves: Reflects Commission intent which requires a transition CAO to be appointed.

Section: 1908  
Title: First Election of Mayor and Supervisors, Community Council Members  
Change Involves: Reflects Commission intent that Initial elections take place in "Spring" of 1992. This change is made in case the state changes the date of its primary from June as has been suggested.

Section: 1910  
Title: Repeal Date for Transition Article  
Change Involves: Staff suggested amendment to repeal the transition Article after the transition period ends.



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BOB SMITH, Executive Director  
Sacramento Ad-Hoc Charter Commission

90'082

Attachment

PH:adj