

Initiative Measure to be Submitted Directly to the Voters

The county counsel has prepared the following title and summary of the chief purpose and points of the proposed measure:

Impartial and Binding Arbitration for Probation Officers and Peace Officer Managers Employed By the County of Sacramento

If approved, this initiative measure would amend Sections 91 through 95 of the Sacramento County Charter to extend binding arbitration to resolve labor disputes with the County of Sacramento to include County employees represented by the Probation Non-Supervisory Unit and the Law Enforcement Management Unit.

This binding arbitration provides that following good faith negotiation by the County and the labor organization, either party may declare an impasse, requiring the unresolved issues to be decided through binding arbitration. The arbitration procedure is available for all disputes or controversies over issues pertaining to wages, hours, terms and conditions of County employment, or grievances concerning the interpretation or application of a negotiated agreement.

This procedure for binding arbitration does not affect other legal provisions requiring good faith labor negotiations by the County, and allowing disciplinary action against covered employees for willful participation in any illegal strike or work stoppage.

This binding arbitration requires the arbitration to be conducted by a three member Arbitration Board and to conform to the California Arbitration Act. The County and the labor organization each select a representative for the Arbitration Board. A third Arbitration Board member serves as the chair of the Arbitration Board. If mutual agreement is not reached by the parties in the choice of the third member, the selection is made by a process of elimination from a seven person list of qualified labor arbitrators provided by the State Mediation and Conciliation Service.

This binding arbitration provides for public Arbitration Board hearings, except that the Arbitration Board has the discretion to hold private meetings with the parties to mediate the issues in dispute.

The Arbitration Board decision on each issue is reached by majority vote selecting whichever last offer, required to be submitted by each party on every issue in dispute, is found by the Arbitration Board to most nearly conform to factors traditionally considered in the determination of wages, hours, benefits and terms and conditions of public and private employment. The non-inclusive list of factors to be considered includes comparison with employees performing similar services, if reasonable, and the financial condition of the County and its ability to meet the costs of the decision of the Arbitration Board.

The arbitration decision in its final form must be publically disclosed and is binding on the parties. Prior to release of the Arbitration Board decision, the parties are required to meet privately to attempt to resolve their differences and are allowed to jointly amend or modify the Arbitration Board decision.

While the County Board of Supervisors is precluded from modifying, rejecting, or overruling the arbitration decision, the Board of Supervisors is authorized in limited circumstances to submit certain provisions of the otherwise binding arbitration award to the electorate. In the event of such submission, any submitted provision must be approved by a majority of the voters voting on the matter in order to become effective.

To the Sacramento County Board of Supervisors:

We, the undersigned, registered, qualified voters of the State of California, residents of the County of Sacramento, present this petition and request that the following proposed charter amendment be submitted to the qualified voters of the County for their adoption or rejection at an election as provided by law. The proposed charter amendment reads as follows:

AFFECTED SECTIONS OF THE SACRAMENTO COUNTY CHARTER (WITH PROPOSED AMENDMENTS)

SECTION 91. DECLARATION OF POLICY. It is hereby declared to be the policy of the County of Sacramento that strikes by deputy sheriffs, *probation peace officers, and law enforcement managers* are not in the public interest and should be prohibited and that a method should be adopted for peaceably and equitably resolving disputes that might otherwise lead to strikes. Any employee covered by this Article who willfully participates in an illegal strike or work stoppage shall be subject to disciplinary action up to and including termination from employment.

SECTION 92. EMPLOYEES COVERED. This Article shall apply to all employees represented by the labor organizations recognized by the County as representing employees in the bargaining units originally determined as the Sheriff Law Enforcement Non-Supervisory Unit (hereinafter referred to as the (003) Non-Supervisory Law Enforcement Unit), *the Probation Non-Supervisory Unit, and the Law Enforcement Management Unit.*

SECTION 93. OBLIGATION TO NEGOTIATE IN GOOD FAITH. The County, through its duly authorized representatives, shall negotiate in good faith with the organizations recognized as representing the (003) Non-Supervisory Law Enforcement Unit, *the Probation Non-Supervisory Unit, and the Law Enforcement Management Unit* employees on all matters relating to the wages, hours, and other terms and conditions of County employment, including the establishment of procedures for the resolution of grievances concerning the interpretation or application of a negotiated agreement. Unless and until agreement is reached through negotiations between authorized representatives of the County and the organization recognized as representing the (003) Non-Supervisory Law Enforcement Unit *or the organization recognized as representing the Probation Non-Supervisory Unit or the organization recognized as representing the Law Enforcement Management Unit* or a determination is made through the impartial arbitration procedure hereinafter provided, no existing benefit, term or condition of employment for said *employee organizations (003) Non-Supervisory Law Enforcement Unit* shall be altered, eliminated or changed.

SECTION 94. IMPASSE RESOLUTION PROCEDURES. (a) All disputes or controversies pertaining to wages, hours or terms and conditions of employment which remain unresolved after good faith negotiations between the County and the organization recognized as representing the (003) Non-Supervisory Law Enforcement Unit or the organization recognized as representing the Probation Non-Supervisory Unit or the organization recognized as representing the Law Enforcement Management Unit employees shall be submitted to a three-member Board of Arbitrators upon the declaration of an impasse by the county or by the (003) Non-Supervisory Law Enforcement Unit employees employee organization involved in the dispute.

(b) Representatives designated by the County and representatives of the employee organization involved in the dispute shall each select and appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the county and the employee organization recognized as representing the (003) Non-Supervisory Law Enforcement Unit employees, and shall serve as the neutral arbitrator and Chairperson of the Board. In the event that the County and the employee organization recognized as representing the (003) Non-Supervisory Law Enforcement Unit employees cannot agree upon the selection of the neutral arbitrator within ten (10) days from the date that either party has notified the other that it has declared an impasse, either party may then request the State Mediation and Conciliation Service for the State of California Department of Industrial Relations to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If representatives of the county and the employee organization recognized as representing the (003) Non-Supervisory Law Enforcement Unit employees cannot agree within three (3) days after receipt of such list on one of seven (7) persons to act as the neutral arbitrator, they shall alternately strike names from the list of nominees until one name remains and that person shall then become the neutral arbitrator and Chairperson of the Arbitration Board.

(c) Any arbitration proceeding convened pursuant to this Article shall be conducted in conformance with, subject to, and governed by Title 9 of Part 3 of the California Code of Civil Procedure. The Arbitration Board shall hold public hearings, receive evidence from the parties and cause a transcript of the proceedings to be prepared. The Arbitration Board, in the exercise of its discretion, may meet privately with the parties and mediate or "mede-arb" issues in dispute. The Arbitration Board may also adopt such other procedures that are designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.

(d) In the event no agreement is reached prior to the conclusion of the arbitration hearings, the Arbitration Board shall direct each of the parties to submit, within such time limit as the Arbitration Board may establish, a last offer of settlement on each of the remaining issues in dispute. The Arbitration Board shall decide each issue by majority vote by selecting whichever last offer of settlement on that issue it finds most nearly conforms to those factors traditionally taken into consideration in the determination of wages, hours, benefits and terms and conditions of public and private employment, including but not limited to the following: changes in the average consumer price index for goods and services; the wages, hours, benefits and terms and conditions of employment of employees performing similar services to the extent that such can be reasonably done; and the financial condition of the County of Sacramento and its ability to meet the costs of the decision of the Arbitration Board.

(e) After reaching a decision, the Arbitration Board shall mail or otherwise deliver a true copy of its decision to the parties. The decision of the Arbitration Board shall not be publicly disclosed and shall not be binding until ten (10) days after it is delivered to the parties. During that ten (10) day period the parties shall meet privately, attempt to resolve their differences, and by mutual agreement amend or modify the decision of the Arbitration Board. At the conclusion of the ten (10) day period, which may be extended by mutual agreement between the parties, the decision of the Arbitration Board, as it may be modified or amended by the parties, shall be publicly disclosed and shall be binding on the parties. The County and the employee organization involved in the dispute the organization recognized as representing the (003) Non-Supervisory Law Enforcement Unit employees shall take whatever action is necessary to carry out and effectuate the arbitration award. No other actions by the County Board of Supervisors or by the electorate to confirm or approve the decision of the Arbitration Board shall be required or permitted.

(f) The expenses of any arbitration proceeding convened pursuant to the Article, including the fee for the services of the chairperson of the Arbitration Board and the costs of preparation of the transcript of the proceedings, shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

SECTION 95. VOTER APPROVAL OF CERTAIN ARBITRATED LABOR CONTRACTS.

(a) Notwithstanding any other provision of the Charter, in the event a ballot measure is approved at the June 2, 1998, primary election, or at any election thereafter, to amend this Charter to require any labor contracts to be submitted to binding arbitration, the results of such arbitration as to certain contract provisions shall be binding only to the extent that those provisions, as designated herein, are approved by the majority of the voters voting in a county-wide election in which the question of approval or disapproval is placed in accordance with the requirements of this section.

(b) In the event of arbitration resulting from a Charter amendment described in subdivision (a) of this section, the Board of Supervisors shall cause provisions of a contract between the county and the affected employee organization approved by the arbitrator(s) arbitration panel to be submitted to the voters only as follows:

(1) If in the sole and absolute discretion of the Sheriff, or the Chief Probation Officer, any portion of an arbitration panel's decision would substantially interfere with management's prerogative to deploy or assign personnel, that portion only of the panel's decision must, prior to implementation, be submitted to the electorate in accordance with this section;

(2) If in the sole and absolute discretion of the Board of Supervisors, any portion of the arbitration panel's decision would, absent diversion of funds deemed necessary by the Board for other County programs or services, require a tax increase to fund the decision, that portion only of the panel's decision must, prior to implementation, be submitted to the electorate in accordance with this section;

(3) If neither the Sheriff, the Chief Probation Officer, nor the Board of Supervisors makes requisite findings within ten (10) days of receipt of notice of the arbitration panel's decision, no voter approval shall be required and the contract shall become effective in accordance with other provisions of this Charter.

(c) If any portion of an arbitration panel's decision is submitted to the electorate in accordance with this section, the contract provisions of any existing or expired contract which are modified or amended by the arbitrator panel's decision shall continue to be binding and effective pending voter approval and certification of the election results in accordance with subsection (d) of this section.

(d) Upon approval of provisions of a contract by the voters, those provisions shall become effective no later than thirty (30) days from the date election results are certified by the Registrar of Voters.

(e) Upon disapproval of provisions of a contract by the voters, the decision of the arbitrator(s) as to those issues shall be null and void and the County and affected collective bargaining unit(s) may resume the bargaining process in the same manner as though arbitration on those issues had not yet occurred.

(f) All other contract provisions approved by arbitration required by this Charter and not subject to voter approval shall be given effect in the manner required by this Charter unless modified by agreement of the parties.

(g) In the event contract provisions are to be submitted to the electorate pursuant to this section, the Board of Supervisors shall cause the matter to be placed before the voters of the County at the next regularly scheduled election date on which such a question can be placed on the ballot.

(h) This section shall apply only to those labor contracts subject to any Charter amendment approved at the June 2, 1998, primary election requiring such contracts to be submitted to binding arbitration.