

**EMPLOYER-EMPLOYEE RELATIONS POLICY  
FOR THE COUNTY OF HUMBOLDT**



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## **I. PURPOSE**

The purpose of this Resolution is to implement Section 3500, et. seq., of the Government Code of the State of California, by providing orderly procedures for the administration of employer-employee relations between the County of Humboldt and its employees.

This Resolution is intended to strengthen the Merit System and improve the public service through the establishment of uniform and orderly methods of communication between the County of Humboldt and its employees and to promote harmonious employer-employee relations.

Nothing in this Resolution shall be deemed to supersede the provisions of existing State and Federal laws.

## **II. DEFINITIONS**

The words and terms defined in this section shall have the following meanings throughout this Resolution. Any term not defined herein which is defined in Government Code Sections 3500-3510 shall have the meaning set forth therein.

- A. Board shall mean the Board of Supervisors of the County of Humboldt.
- B. C.A.O. shall mean the County Administrative Officer of the County of Humboldt or his designee.
- C. Confidential Employee shall mean any employee who, in the routine course of his or her duties, has access to information relating to the County's employer-employee relations.
- D. Consult shall mean to communicate orally or in writing for the purpose of presenting and obtaining information concerning proposed action in an effort to reach consensus and does not require the exchange of written proposals or an endeavor to reach agreement.
- E. County shall mean the County of Humboldt and, where appropriate herein, the Board or any duly authorized representative thereof.
- F. Day shall mean calendar day unless expressly stated otherwise.
- G. Employee shall mean any employee employed by the County, excepting those persons elected by popular vote or appointed to office by the Governor of this State.
- H. Employee Relations Officer shall mean the Humboldt County Administrative Officer or designee.

I. Exclusive Employee Organization shall mean an employee organization which has been selected by majority vote of the employees in a representation unit to be the sole organization representing employees in that unit.

J. Factfinding shall mean the identification of the issues in a dispute on matters within the scope of representation, the investigation and reporting of the facts of the dispute and the making of recommendations for settlement by a panel.

K. Impasse shall mean that the representatives of the County and a recognized or exclusive employee organization have reached a point in meeting and conferring where their differences on matters to be included in a Memorandum of Understanding, and which are within the scope of representation, remain so substantial and prolonged that further meeting and conferring would be futile.

L. Management Employee shall mean any employee who has significant authority to formulate or administer County or departmental policies or programs or to administer the County or a department with respect to employer- employee relations matters.

M. Mediation shall mean effort by an impartial third party to assist in reconciling an impasse on matters to be included in a Memorandum of Understanding through interpretation, suggestion or advice.

N. Meet and Confer in Good Faith shall mean that representatives of the County and a recognized or exclusive employee organization shall have the mutual obligation personally to meet and confer promptly at the request of either party in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation prior to the adoption of the County's final budget for the ensuing year. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

O. Memorandum of Understanding shall mean a written statement incorporating matters agreed upon through meeting and conferring between representatives of the County and an exclusive or recognized employee organization. The agreement set forth in the Memorandum of Understanding shall become binding only if formally ratified by the Board.

P. Professional Employee shall mean any employee engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, attorneys, physicians, registered nurses, engineers, architects, teachers and various types of physical, chemical and biological scientists.

Q. Recognized Employee Organization shall mean an employee organization formally recognized by the County to represent employees in a particular representation unit.

R. Representation Unit shall mean County employees in regular positions in a designated group of classifications and positions constituted for the purpose of representation in employee relations matters.

S. Scope of Representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

T. Supervisory Employee shall mean any employee who, in the course of his or her duties, may hire, transfer, suspend, lay off, recall, promote, discharge, assign, direct or discipline other employees or who may adjust their grievances or who may effectively recommend such actions, 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.

### **III. REPRESENTATION UNITS**

All positions in the County shall be designated by the Employee Relations Officer for inclusion in an appropriate representation unit or the Management or Confidential grouping.

#### **A. Establishment of Units**

The Employee Relations Officer shall establish the representation units in accordance with the policies set forth in Section III D below, after consultation with affected employee organizations.

1. After such consultation, the Employee Relations Officer shall consider the presentations made and shall inform the affected employee organizations of his/her determination, in writing.

2. The composition of these units shall be as indicated in a list maintained by the Employee Relations Officer. The list shall also indicate positions and classifications which are designated as Management or Confidential.

#### **B. Modification of Units**

1. The Employee Relations Officer may, after consultation with affected recognized or exclusive employee organizations, modify on his/her own motion the representation units by reassigning classifications or positions with changed communities of interest from one unit to another, adding new classifications or positions and/or deleting existing classifications or positions at any time. Such modifications shall be in accordance with the policies set forth below in Section III D.

a. The Employee Relations Officer shall consider any presentations made and shall inform the affected recognized or exclusive employee organizations of his/her determination, in writing, within fifteen (15) working days.

b. The list of the composition of the representation units shall be kept current with such changes.

2. An employee organization may request the Employee Relations Officer to modify a representation unit only during the period specified in Section IV A 3 or Section IV A 4 of this Policy, depending upon whether the currently recognized organization has a Memorandum of Understanding with the County. In the event that the request comes from an employee organization which is neither a recognized nor an exclusive employee organization for County employees, the requesting organization must also submit to the Employee Relations Officer the information required in Section IV B below, items a through k, inclusive.

a. Such request shall contain a complete statement of all relevant facts and citations in support of modifying the unit(s) in terms of the policies and standards set forth in Section III D below.

b. Upon receipt of a request to modify a representation unit, the Employee Relations Officer shall give written notice of such request to affected employee organizations and shall hold a meeting concerning the proposed modifications, at which time the affected employee organizations shall be given the opportunity to be heard.

c. After such consultation, the Employee Relations Officer shall consider the presentations made and determine, in accordance with the policy set forth in Section III D below, what modifications, if any, are appropriate. The affected employee organizations shall be notified, in writing, of the determinations of the Employee Relations Officer.

d. The list of the composition of the representation unit shall be kept current with such changes. Such list shall be a public document.

e. In the event that a new unit is split from an existing unit represented by a recognized or an exclusive employee organization, the recognized or exclusive representative shall still represent the new unit and a different employee organization may become the representative of the new unit only by way of an election for the new unit that was split from an existing unit.

f. The effective date of any modification of a representation unit shall be established by the Employee Relations Officer.

### C. Appeal of Appropriateness of a Unit

Any employee organization which is a party to a dispute concerning the appropriateness of a representation unit may appeal the decision of the Employee

Relations Officer in establishing or modifying a unit or units under the terms of Sections III A and III B above, through the following process.

1. An employee organization which disagrees with a unit determination may within fifteen (15) days of the written notice thereof, request that the issue be mediated by the California State Conciliation Service. If the employee organization continues to dispute the unit determination, the employee organization may request that the Board review and make a final decision on the matter.

2. Such appeal must be delivered in writing to the office of the Employee Relations Officer within the fifteen (15) day time limit or no dispute is deemed to exist.

3. The appeal shall be considered by the Board at its first regular meeting scheduled at least fifteen (15) days subsequent to the date of the direct appeal to the Board, or at least fifteen (15) days subsequent to the unsuccessful termination of mediation by the California State Conciliation Service. A final decision shall be rendered within thirty (30) days of initial consideration by the Board of Supervisors.

4. Any court action under this Section must be brought within ninety (90) days of the final decision of the Board of Supervisors in the matter.

D. Policies and Standards for the

Determination of Appropriate

Representation Units

The basic policy objectives used in determining the appropriateness of representation units shall include the effect of a proposed unit on providing employees with effective representation based on recognized community of interest, the efficient operations of the County, and its compatibility with the primary responsibility of the County and its employees to effectively and economically service the public. These policy objectives require that the appropriate unit(s) shall be the broadest feasible grouping of positions that share an identifiable community of interest.

1. Criteria to be considered shall be:

a. Similarity of the general kinds of work performed, types of qualifications required, supervision received, and the general working conditions.

b. History of representation in the County and similar employment; except, however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit belong to a particular organization.

c. Consistency with the functional organizational patterns of the County government.

d. Number of employees and classifications, and the effect on the administration of employer- employee relations created by the fragmentation of classifications and proliferation of units.

e. The effect on the classification structure and impact on the stability of the employer- employee relationship of dividing a single or related classifications among two or more units.

2. Notwithstanding any of the above:

a. Professional employees shall not be denied the right to be represented in a separate unit from nonprofessional employees.

b. Supervisory employees, excluding sergeants in the Sheriff's Department, shall only be included in a unit consisting solely of supervisory employees.

c. Full-time peace officers shall have the right to be represented within a unit composed solely of full-time peace officers.

d. Confidential employees shall only be included in a unit consisting solely of Confidential employees.

e. Notwithstanding subsection 2 c above, Management employees shall only be included in a unit consisting solely of Management employees. Management employees shall not represent any employee organization which represents other employees of the County.

#### **IV. RECOGNITION OF EMPLOYEE ORGANIZATIONS**

An employee organization recognized by the County to be the representative of one or more of its representation units on the basis of a past history of such representation rather than as a result of an election by the employees of those units, is a recognized employee organization.

Currently, all eligible positions and classifications are designated as belonging to a particular representation unit (see Appendix A), or the confidential group or a management group. In order to maintain stability in its employer- employee relations, the County will no longer certify any additional organizations as recognized employee organizations. However, if an employee organization wishes to become the exclusive employee organization for one or more units, the following procedure shall pertain:

A. Period for Filing Petition

Petitions for exclusive representation of a particular unit may only be filed under the following conditions:



1. If a recognized employee organization wishes to become the exclusive employee organization for the unit(s) it represents, there is no time restriction on filing a petition.

2. If an employee organization wishes to petition for exclusive recognition of a unit represented by a recognized employee organization which has a current Memorandum of Understanding with the County, the petition must be filed with the Employee Relations Officer within the thirty (30) day period falling between the 120th and 90th day prior to the expiration date of the Memorandum of Understanding.

a. In the event that a Memorandum of Understanding of more than three years duration is extended beyond the date of expiration provided in the Memorandum of Understanding, a petition may be filed at any time during the extension period.

b. If the Memorandum of Understanding expires without a successor agreement, and in the absence of a mutual extension of the existing Memorandum of Understanding, a recognition petition for the unit may be filed.

3. If an employee organization wishes to petition for exclusive recognition of a unit represented by an exclusive or recognized employee organization which has no current Memorandum of Understanding with the County, it may file a petition any time subsequent to one (1) year after the date of certification of the current exclusive or recognized representative of the unit.

4. If an employee organization wishes to petition for exclusive recognition of a unit represented by an exclusive employee organization which has a current Memorandum of Understanding with the County, the petition must be filed within the thirty (30) day period falling between the 120th and 90th day prior to the expiration date of the Memorandum of Understanding, provided that the thirty (30) day period falls later than one (1) year subsequent to the certification of the current exclusive employee organization.

a. In the event that the thirty (30) day period does not fall subsequent to one (1) year later than the certification date of the current exclusive employee organization, no petition may be filed at that time.

b. A petition deemed untimely under subsection a above may be refiled:

1. within the thirty (30) day period falling between the 120th and 90th day prior to the expiration date of a subsequent Memorandum of Understanding; or

2. when the Memorandum of Understanding expires for the unit without a successor agreement; or

3. when a Memorandum of Understanding of more than three years duration is extended beyond the date of expiration provided in the Memorandum of Understanding.

B. Filing of Petition

An employee organization that seeks to be formally acknowledged as the exclusive employee organization representing the employees in a particular representation unit shall file a petition with the 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 the organization.
4. A statement that the employee organization has, as one of its primary purposes, representing employees in their employment relations with the County.
5. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner with, a local, regional, state, national or international organization and, if so, the name and address of each such other organization.
6. Certified copies of the employee organization's constitution and bylaws.
7. A designation of those persons, not exceeding two (2) in number and their addresses, to whom notice, sent by regular United States mail, will be deemed sufficient notice on the employee organization for any purpose.
8. A statement that the employee organization has no restriction on membership based on race, color, creed, sex or national origin.
9. The job classifications or titles of employees in one or more of the County's units and the number of member employees therein.
10. A statement that the employee organization has in its possession proof of employee support to establish that a majority of the employees in the unit have designated the employee organization to represent them in their employment relations with the County. Such written proof shall be submitted for confirmation to the Employee Relations Officer or designee.
11. A request that the Employee Relations Officer formally acknowledge the petitioner as the exclusive employee organization representing the employees in the unit claimed.

The petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

C. The Response by the County to the Petition for Recognition

1. Upon receipt of the petition, the Employee Relations Officer shall determine whether:

a. there has been compliance with the requirements for the recognition petition; and

b. the time limits have been complied with.

2. a. If an affirmative determination is made by the Employee Relations Officer on the foregoing two (2) matters, he shall so inform the petitioning employee organization, shall give written notice of such request for exclusive recognition to the employees in the unit and shall take no action on said request for thirty (30) days thereafter.

b. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization, and, if such determination thereafter remains unchanged shall inform that organization of the reasons therefore in writing. The petitioning employee organization may appeal such determination in accordance with Section IV F.

D. Open Period for Filing a Challenging Petition

1. Within thirty (30) days of the date that written notice was given to the affected employees that a valid petition has been filed, any other employee organization may file a competing request to be the exclusive employee organization of the same unit.

2. The competing organization shall file a petition which evidences proof of employee support in the unit of at least thirty percent (30%).

3. a. The petition shall be in the same form as set forth in Section IV B above and shall be reviewed by the Employee Relations Officer for compliance with Sections IV A and IV D 1 and 2 above.

b. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization, and, if such determination thereafter remains unchanged, shall inform that organization of the reasons therefore in writing. The petitioning employee organization may appeal such determination in accordance with Section IV F below.

E. Election Procedure

1. The Employee Relations Officer shall arrange for a secret ballot election to be conducted by the State Conciliation Service. All employee organizations who have duly submitted petitions which have been determined to be in conformance with this Section shall be included on the ballot.

2. The choice of "no organization" shall also be included on the ballot. Employees entitled to vote in such election shall be those persons employed within the designated representation unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the County in the same unit on the date of the election.

3. An employee organization shall be formally acknowledged as the exclusive employee organization for the designated appropriate unit following an election or runoff election if it receives a numerical majority of all valid votes cast in the election.

4. In an election involving three (3) or more choices, where none of the choices receives a majority of the valid votes cast, a runoff election shall be conducted between the two (2) choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a runoff election.

5. The Employee Relations Officer shall certify, under penalty of perjury, in writing the outcome of the election(s) to all participating employee organizations and the employees in the representation unit.

6. There shall be no election for a unit where a valid election has been held within the prior twelve (12) months.

#### F. Appeal Procedure

1. An employee organization aggrieved by a determination under this Section may within ten (10) days of the determination appeal by filing notice with the Employee Relations Officer requesting the Board of Supervisors to adjudicate the matter. The Board of Supervisors shall render a final decision within thirty (30) days of the filing of such appeal.

2. Any court action under this Section must be brought within ninety (90) days of the final decision of the Board of Supervisors in the matter.

#### G. Submission of Current Information

All changes in the information filed with the Employee Relations Officer by an employee organization shall be submitted in writing to the Employee Relations Officer within fifteen (15) days of such change.

## **V. RIGHTS AND RESPONSIBILITIES**

### **A. Rights of Employees**

Employees of the County 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 within the scope of representation. Employees of the County also shall have the right to refuse to join or participate in the activities of employee organizations. It shall be an additional right of the employees to represent themselves individually through a consultation process in their employee relations with the County. Neither the County nor the employee organizations shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of their rights under this Section.

### **B. Employee Organization Rights and Responsibilities**

1. Recognized employee organizations shall have the following rights and responsibilities:

a. Reasonable advance notice of any County ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board.

b. Reasonable use of County bulletin boards at County work facilities.

c. The maintenance of existing dues checkoff.

d. The attendance of a reasonable number of employees at meetings involving employer- employee relations, i.e., meet and confer sessions, grievance proceedings, scheduled meetings with the County Employee Relations Officer and such other meetings mutually agreed to be in the interest of the parties.

e. The access to the membership of the organization for the purposes of ongoing communication.

f. Access to County work locations and the use of County paid time and facilities by employee organizations and those representing them shall be authorized to the extent provided for in Memoranda of Understanding and shall be limited to activities pertaining directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office or organizational meetings and elections, and shall not interfere with the efficiency, safety and security of County operations.

g. Appeals processes for disputes for which no provision has been made in this policy shall be as provided in valid Memoranda of Understanding.

2. Exclusive employee organizations shall have the following rights and responsibilities in addition to those outlined in Section V B 1 above:

a. No other employee organization, nor any agents thereof, may represent employees in a unit for which an exclusive representative has been certified.

b. The exclusive employee organization has the obligation to represent all employees in the representation unit.

c. Nothing in this policy shall be construed to abridge the right of employees to represent themselves individually through a consultation process in their employment relations with the County.

C. Rights and Responsibilities of the County

1. The rights of the County derive from the Constitution of the State of California and applicable State Codes. All rights not specifically addressed in this policy or expressly waived in a Memorandum of Understanding, are reserved to the County.

2. The express and implied powers, rights, duties and responsibilities of the County, such as the adoption of policies, rules, regulations and practices, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this policy.

3. The County has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its services and the work force performing these services. The exclusive rights of the County shall include, but not be limited to, the right to determine the organization of County Government and the mission of its constituent agencies; to determine the nature, quantity and quality of services to be offered to the public and to determine the means of operations, the materials and personnel to be used; to introduce new or improved methods or facilities and to change or alter personnel, level of work force, methods, means, materials and facilities; to exercise control and discretion over its organization and operation through its managerial employees; to establish and effect rules and regulations consistent with applicable law; to establish and implement standards of selecting County personnel and standards for continuing employment with the County; to direct the work force by determining the work to be performed, the personnel who shall perform the work, assigning overtime and scheduling the work; to take disciplinary action; to relieve its employees because of lack of work, funds or for other reasons; to determine whether material or services shall be made, purchased or contracted for; and to otherwise act in the best interest of efficient service to the citizens of Humboldt County.

4. The County retains its rights to take whatever actions it deems appropriate during an emergency. The determination of whether an emergency exists is solely within the discretion of the County and such determination is expressly excluded from any grievance procedure.

## **VI. MEETING AND CONFERRING**

### **A. Procedure**

1. Representatives of the County and a recognized or exclusive employee organization shall have the mutual obligation personally to meet and confer promptly at the request of either party, in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation prior to the adoption of the County's final budget for the ensuing year. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

2. Meeting and conferring on a Memorandum of Understanding shall begin promptly at the request of either party prior to the adoption of the final County budget for the ensuing fiscal year or at such time provided for in an existing Memorandum of Understanding.

### **B. Memorandum of Understanding**

1. If representatives of the County and representatives of an exclusive or recognized employee organization reach an agreement, they shall jointly prepare a written Memorandum of Understanding.

2. Such Memorandum of Understanding will not be effective until formally ratified by the Board of Supervisors.

3. In the event of a conflict between a specific provision of a current Memorandum of Understanding and a written rule, regulation, ordinance or policy of the County of Humboldt or any of its divisions, the specific terms of the Memorandum of Understanding shall prevail and said written rule, regulation, ordinance or policy shall be physically amended to conform to the specific provisions of the Memorandum of Understanding.

## **VII. IMPASSE PROCEDURE**

In the event that a point in meeting and conferring on matters to be included in a Memorandum of Understanding is reached where differences between the parties remain so substantial and prolonged that further meeting and conferring would be futile, either party may declare an impasse.

### **A. Declaration of Impasse**

1. The party declaring the impasse shall do so by notifying the other party in writing that: the impasse exists and shall submit a list of the matters or items which remain unresolved.

2. The Employee Relations Officer shall promptly schedule an impasse meeting to:

- a. clearly identify each issue remaining in dispute;
- b. clearly identify each party's position on each issue remaining in dispute;
- c. make a final effort to resolve the dispute; and
- d. discuss arrangements for the utilization of the impasse procedure provided herein, in the event that the final effort to resolve the dispute is unsuccessful.

#### B. Mediation

1. In the event that the impasse meeting is unsuccessful in arriving at an agreement, either party may request mediation by indicating its desire to do so at the impasse meeting or not later than ten (10) working days after the date of the impasse meeting.

2. Upon such notice, the parties shall jointly request the State Conciliation Service to appoint a mediator to assist them in reconciling differences and resolving the controversy in terms which are mutually acceptable.

3. The mediator will convene a meeting "forthwith" with the parties to be conducted under conditions determined by the State Conciliation Service.

4. The mediator will take such other steps as she/he deems appropriate to her/his role to persuade the parties to resolve differences and gain an acceptable and mutual agreement.

5. In the event that the mediator has not effected a settlement of the controversy within fifteen (15) working days of his appointment, either party may request factfinding.

#### C. Factfinding

1. Either party may request factfinding by filing such request, in writing, with the other party, any time after the fifteenth (15th) working day of mediation if such mediation is continuing or within five (5) days of the unsuccessful cessation of mediation. The use of factfinding is not limited to economic issues only.

2. Within three (3) working days after the request has been filed, each party shall select a person to serve as its member of the panel.

3. Within five (5) working days after selection of the two (2) panelists, they shall jointly select a chairperson of the panel who shall be the third (3rd) panelist. If the chairperson is not mutually agreed upon, the State Conciliation Service shall be requested



to provide seven (7) State Conciliation names. Each panelist may strike three (3) names so submitted. The panelist striking first will be determined by lot.

4. Within seven (7) working days following its appointment, the panel must meet with the parties either jointly or separately.

5. The factfinding panel shall make inquiries and investigations, hold hearings and:

a. take such other procedural steps it deems appropriate;

b. have the power to issue subpoenas requiring the attendance and testimony of witnesses and the production of evidence; and

c. consider, weigh, and be guided by a set of criteria in arriving at their findings and recommendations. These criteria are:

1. State and Federal laws applicable to the employer.

2. Stipulations of the parties.

3. The interests and the welfare of the public as represented by County programs or policies and the financial ability of the County to implement and carry out such programs or policies as compared with the financial ability of the County to implement employee organization proposals.

4. The comparison of the wages, hours and conditions of employment of the employees involved in factfinding with others in comparable agencies and classifications. The overall compensation presently received includes direct salary, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization premiums, the continuity and stability of employment and all other benefits received, i.e., "Total Equivalent Compensation."

5. Such other facts as submitted by the parties that are normally or traditionally taken into consideration in making findings and recommendations.

6. If the dispute is not settled within fifteen (15) working days after the appointment of the panel--or upon a longer period when both parties agree-- the panel must make findings of fact and recommend settlement in terms of the last, best and final offers on individual issues. These recommendations shall be submitted in writing to the Employee Relations Officer and the employee organization.

7. Any findings of facts and recommendations shall be submitted in writing to the parties privately before they are made public.

6. The County shall make such findings and recommendations public within ten (10) days after they have been received.

D. Costs

Each party to the impasse procedure shall bear its own costs in connection therewith. Mutually incurred costs such as fees of the fact-finding panel chairperson or expenses generated by the panel shall be borne equally by the County and the employee organization.

E. Adoption of the Budget

Nothing contained herein shall be construed to prevent or delay the adoption of the final budget by the Board in accordance with the terms of Section 3505 of the Government Code.

**VIII. UNFAIR LABOR PRACTICE CHARGE**

A. County Unfair Labor Practices

1. It shall be an unfair labor practice for the County to:

a. interfere with, restrain or coerce employees in the exercise of the rights recognized or granted in this Resolution or valid Memorandum of Understanding;

b. dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it, or in any way encourage employees to join any organization in preference to another, provided that the County may permit the use of its facilities, make dues deductions, and permit employees who are officers or representatives of recognized or exclusive employee organizations to confer with County representatives during work hours without loss of time or pay, subject to applicable regulations;

c. refuse to meet and confer in good faith at reasonable times, places and frequencies with representatives of recognized or exclusive employee organizations subject to the specific applicable provisions of the Government Code, this policy or a valid Memorandum of Understanding;

d. refuse or fail to cooperate in the impasse procedure involved under the provisions of this Resolution;

e. deny to employee organizations, rights guaranteed by the Meyers-Milias-Brown Act.

2. It shall be an unfair labor practice for any officer of the County or any aide or administrative assistant of any officer of the County to meet and confer or consult or to

attempt to meet and confer or consult with an employee, employee organization, or an employee representative, or any person acting as an agent thereof, on matters within the scope of representation other than at a meeting duly authorized by the Employee Relations Officer or at a public meeting of the Board. It shall not, however, be an unfair labor practice for the County to distribute information on its positions in meeting and conferring to its Management or Confidential employees.

B. Employee and Employee Organizations

Unfair Labor Practices

1. It shall be an unfair labor practice for an employee, an employee organization, an employee representative, or any person acting as agent thereof to:

a. interfere with, restrain, or coerce employees in the exercise of the rights recognized or granted in this Resolution or valid Memorandum of Understanding;

b. refuse to meet and confer in good faith at reasonable times, places and frequencies with the duly authorized representative(s) of the County subject to the specific applicable provisions of a valid Memorandum of Understanding;

c. refuse or fail to cooperate in the impasse procedure involved under the provisions of this Resolution;

d. deny to the County, rights contained in the Meyers-Milias-Brown Act.

2. It shall be an unfair labor practice for any employee, an employee organization, an employee representative, or any person acting as an agent thereof, to meet and confer or consult or attempt to meet and confer or consult with any officer, aide or administrative assistant to an officer of the County on matters within the scope of representation other than at a meeting duly authorized by the Employee Relations Officer or at a public meeting of the Board.

3. The provisions of this subsection shall not apply to an employee, an employee organization, an employee representative, or any person acting as an agent thereof, who desires to communicate with the Board or appropriate officer, during the meeting and conferring process and does so in writing with the request that all members of the Board and the Employee Relations Officer be provided with copies of the communication.

C. Resolution of Unfair Labor Practice Charge

1. An employee of the County, a recognized or exclusive employee organization or the County may file an unfair labor practice charge by submitting a letter to the offending party and filing a copy of such charges with the Employee Relations Officer.

a. Such charge must be filed within thirty (30) days of the alleged unfair labor practice or within thirty (30) days of the time the charging party could reasonably be expected to have become aware of such alleged unfair labor practice.

b. The letter of charges shall include the following information:

1. The offending party or parties.
2. The nature of the unfair labor practice, in terms of standards set forth in Paragraphs A and B of this Section.
3. The time the alleged unfair labor practice took place.
4. Any supporting evidence for the charge.
5. The requested resolution of the charges.

2. Upon receipt of such charges, the Employee Relations Officer shall convene an unfair labor practice meeting of the concerned parties within seven (7) working days to resolve the charge. If the charging party should fail to attend such meeting, the charge shall be dismissed.

a. If the charge is resolved by the unfair labor practice meeting, the parties shall jointly prepare and sign a Memorandum of Understanding setting forth the terms and conditions of the settlement.

b. If the charge is unresolved by the unfair labor practice meeting, the charging party may request resolution of the charges by an appeals panel. Such request must be made in writing to the Employee Relations Officer within five (5) working days of the unfair labor practice meeting or the charge is dismissed.

3. Upon receipt of a valid request to submit the charge to an appeals panel, the Employee Relations Officer shall notify the parties to the dispute.

a. Each party shall select one member of the panel.

b. These panel members shall jointly select a chairperson of the panel. In the event that agreement cannot be reached on a chairperson, the State Conciliation Service shall be requested to submit a list of seven (7) neutrals. Such panel member selected by a party to the charge shall strike one (1) name in an order determined by lot until only one (1) name remains on the list.

4. The panel shall conduct hearings on the charge which shall be closed to the public unless any of the parties to the charge requests an open hearing.

5. The findings of the appeals panel shall be to uphold the charge in part or in whole or to dismiss the charge.

a. In the event the charge is upheld, the panel may issue binding cease and desist orders to the offending party, provided that the charges do not involve an interest dispute and may make advisory recommendations to "make whole" the offended party, provided that such recommendations do not result in an interest arbitration award.

b. The costs of the appeals panel process shall be borne by the losing party. The appeals panel shall determine the proportion of costs to be borne by each party in the event that a partial or compromise decision is rendered.

## **IX. MAINTENANCE OF OPERATIONS**

A. The continued and uninterrupted provision of service to the public is of paramount importance. Therefore, neither an employee organization, nor any person acting in its behalf, nor any employee in a classification or position represented by the employee organization, nor any combination thereof, shall cause, authorize, engage in, encourage or sanction a work stoppage, slowdown, picketing against the County (other than informational picketing on the employee's own time), the concerted failure to report for duty, or any abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another employee organization or representation unit to engage in such activity.

B. If the County determines to its satisfaction that an employee is, or has, engaged in any activity prohibited by Section IX A above, the County may withhold that employee's wages and other County paid benefits and/or take whatever action it deems appropriate.

C. If the County determines to its satisfaction that an employee organization is, or has, engaged in any activity prohibited by Section IX A above, the County may withhold dues deduction, decertify the employee organization and/or take whatever other remedial action it deems appropriate.

D. In the event of any activity prohibited by Section IX A above, an employee organization is required to exercise its full resources and abilities to ensure compliance with this policy.

## **X. ADMINISTRATION**

The Employee Relations Officer is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this Resolution after consultation with affected employee organizations.

## **XI. CONSTRUCTION AND SEPARABILITY**

A. Construction

1. Nothing in this Resolution shall be construed to deny the Board, any person, employee, or employee organization the rights granted by Federal and State laws.

2. The rights, powers and authority of the Board and the rights of employee organizations in all matters, including the right to maintain any legal action, shall not be modified or restricted by this policy.

#### **B. Separability**

If any section or provision of this policy or any addendum or amendment thereto should be held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any section or provision should be restrained by such tribunal or the enactment of superseding law, rule or regulation by any governmental authority other than the County, such article or provision shall be immediately suspended and be of no force and effect. Such invalidation of a part or portion of this policy shall not invalidate any remaining portions and those remaining portions shall remain in full force and effect unless those remaining portions were contingent upon the operation of the invalidated section. In the event that a part or portion of this policy is suspended pursuant to the above, the County or any recognized employee organization that is subject to the provisions of this policy has the right to initiate meet and confer on the effect of such suspension.

#### **XII. SUPERSESSION**

The policy set forth in this Resolution shall supersede existing resolutions, rules, regulations, and policies concerning employer-employee relations.

#### **XIII. TERM OF AGREEMENT**

The Employer-Employee Relations Policy is an on-going County-wide policy and does not have a termination date.