

The SLO Local Petition Wording

PETITION FOR SUBMISSION TO VOTERS OF PROPOSED AMENDMENT

TO THE CHARTER OF THE CITY OF SAN LUIS OBISPO

To the City Council of the City of San Luis Obispo

We, the undersigned, registered and qualified voters of the state of California, residents of the city of San Luis Obispo, pursuant to Section 3 of Article XI of the California Constitution and Chapter 2 (commencing with section 34450) of part 1 of Division 2 of Title 4 of the Government Code, present to the city council of the City of San Luis Obispo this petition and request that the following proposed amendment to the charter of the city be submitted to the registered and qualified voters of the city for their adoption or rejection at an election on a date to be determined by the city council.

The proposed charter amendment reads as follows:

A Measure Amending The City Charter To Require That Labor Disputes Between

The City Of San Luis Obispo And The Police Officers' Association And Firefighters' Association

Be Resolved By Binding Arbitration.

Section 1107 Impartial and Binding Arbitration For San Luis Obispo Police Officers Association and San Luis Obispo Firefighters Association, IAFF Local 3523, Employee Disputes.

(a) Declaration of Policy. It is hereby declared to be the policy of the City of San Luis Obispo that strikes by firefighters and police officers are not in the public interest and should be prohibited, and that a method should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.

(b) Prohibition Against Strikes. No City of San Luis Obispo firefighter or police officers shall willfully engage in a strike against the City. Any such employee against whom the City brings charges of failing to report for work as part of a strike shall be subject to dismissal from his or her employment in the event the charges are sustained upon conclusion of the proceedings that are required by law for the imposition of disciplinary action upon said employee.

(c) Obligation to Negotiate in Good Faith. The City, through its duly authorized representatives, shall negotiate in good faith with the San Luis Obispo Police Officers Association and/or the San Luis Obispo Firefighters Association, IAFF Local 3523, as the exclusive representatives of representation units comprised solely of employees of the police department and/or the fire department, as such units are currently constituted or as they may be amended through negotiation or arbitration as provided in this section, on all matters relating to the wages, hours, and other terms and conditions of City employment. Unless and until agreement is reached through negotiations between authorized representatives of the City and said employee organization or organizations or a determination is made through the impartial arbitration procedure hereinafter provided, no existing benefit, term or condition of employment for employees represented by the San Luis Obispo Police Officers Association and/or the San Luis Obispo Firefighters Association, IAFF Local 3523, shall be altered, eliminated or changed.

(d) Impasse Resolution Procedures.

(1) All disputes, controversies and grievances pertaining to wages, hours or terms and conditions of City employment which remain unresolved after good faith negotiations between the City and said employee organization shall be submitted to a three member Board of Arbitrators upon the declaration of an impasse by the City or by said employee organization. Upon declaration of impasse by either party, the City and employee organization shall each exchange a written last offer of settlement on each of the issues remaining in dispute. Written last offer of settlement shall be exchanged between parties within two days of the declaration of impasse.

(2) Representatives designated by the City and representatives of the employee organization shall each select and appoint one arbitrator to the Board of Arbitrators within three (3) business days after either party has notified the other, in writing, of the declaration of impasse and the desire to proceed to arbitration. The third member of the Board of Arbitrators shall be selected by agreement between the City's and the employee's organization representative within ten (10) business days of the declaration of impasse. This third member shall serve as the neutral arbitrator and Chairperson of the Board. In the event that the City and the employee organization cannot agree upon the selection of the neutral arbitrator within ten (10) business 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 of 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 the arbitrators selected by the City and the employee organization cannot agree within three (3) days after receipt of such list on one of the seven (7) to act as the third arbitrator, they shall have five (5) business days to alternately strike names, with the City's arbitrator striking first, from the list of nominees until one name remains and that person shall then become the neutral arbitrator and Chairperson of the Board of Arbitrators.

(3) 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 Board of Arbitrators shall hold public hearings, receive evidence from the parties and cause a transcript of the proceedings to be prepared. The Board of Arbitrators may adopt by unanimous consent 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.

(4) In the event no agreement is reached prior to the conclusion of the arbitration hearings, the Board of Arbitrators shall direct each of the parties to submit, within such time limit as the Board of Arbitrators may establish, but not to exceed thirty (30) business days, a last offer of settlement on each of the remaining issues in dispute. The Board of Arbitrators 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 using the San Francisco-Oakland-San Jose index, as reported at the time impasse is declared for the preceding twelve (12) months, the wages, hours, benefits and terms and conditions of employment of employees performing similar services in comparable cities; and the financial condition of the City of San Luis Obispo and its ability to meet the costs of the decision of the Board of Arbitrators.

(5) After reaching a decision, the Board of Arbitrators shall mail or otherwise deliver a true copy of its decision to the parties. The decision of the Board of Arbitrators 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 Board of Arbitrators. At the conclusion of the ten (10) day period, which may be extended by mutual agreement between the parties, the decision of Board of Arbitrators, as it may be modified or amended by the parties, shall be publicly disclosed and shall be binding on the parties. The City and the employee organization shall take whatever action is necessary to carry out and effectuate the arbitration award. No other actions by the City Council or by the electorate to conform or approve the decision of the Board of Arbitrators shall be permitted or required.

(6) The expenses of any arbitration proceeding convened pursuant to this Article, including the fee for the services of the chairperson of the Board of Arbitrators and the costs of preparation of the transcript of the proceedings shall be borne equally by the parties. The expenses of the arbitration, which the parties may incur individually, are to be borne by the party incurring such expenses. Such expenses include, but are not limited to, the expense of calling a party's witnesses, the costs incurred in gathering data and compiling reports, and any expenses incurred by the party's arbitrator. The parties may mutually agree to divide the costs in another manner.

A Measure Amending The City Charter To Require That Labor Disputes Between The City Of San Luis Obispo And The Police Officers' Association And Firefighters' Association Be Resolved By Binding Arbitration.

(7) The proceedings described herein shall supercede the dispute resolution process for the San Luis Obispo Police Officers Association and the San Luis Obispo Firefighters Association which is set forth in Sections 13.2 and 14.1 of City of San Luis Obispo Resolution No. 6620, to the extent that such language is in conflict with this amendment. Furthermore, the proceedings described herein shall supercede any language within the Employer-Employee Resolution, the Personnel Rules and Regulations, any Memorandum of Agreement with the employee associations or any written policy or procedure relating to wages, hours or other terms and conditions of City employment, to the extent that such language is in conflict with this amendment. However, nothing in this section shall preclude the parties from mutually agreeing to use dispute resolution processes other than the binding arbitration process herein set forth. Nor, does it preclude the parties from negotiating, and submitting to the arbitration process set forth herein, a grievance process, which includes a form of binding arbitration that differs from the one, set forth herein.

NOTICE OF INTENT TO CIRCULATE PETITION

Notice is hereby given by the persons whose names appear hereon of their intention to circulate a petition within the City of San Luis Obispo for the purpose of amending the Charter of the City by adding a section entitled "**Impartial and Binding Arbitration For San Luis Obispo Police Officers Association and San Luis Obispo Firefighters Association Employee Disputes**" for the purpose of prohibiting strikes by police officers and firefighters and providing a peaceful method of resolving labor disputes. This amendment would supercede language in City of San Luis Obispo Resolution no. 6620 sections 13.2 & 14.1, and any additional language to the extent that it is in conflict with this amendment.

A statement of the reasons for the amendment contemplated in the Petition is as follows:

It is the intent of this Article to encourage and preserve stable employment relations between the City of San Luis Obispo and its police and fire department employees by establishing a framework for good faith negotiations, including impasse resolution procedures and impartial arbitration of wage and benefit disputes, so that such disputes may be resolved peacefully and equitably.

This ballot measure amends the Charter of the City to establish binding arbitration for Fire Department employees represented by San Luis Obispo City Firefighters Association, IAFF Local 3523, and Police Department employees, represented by the San Luis Obispo Police Officers Association. Binding arbitration is provided for any unresolved dispute relating to wages, hours, or terms and conditions of employment. In cases of impasse, a process set forth in the measure creates a Board of Arbitrators. The Board would first attempt to obtain mutual agreement and, in the absence of such an agreement, would thereafter require that each party submit a last offer of settlement on each issue remaining in dispute. The Board majority vote selects whatever "last offer" it finds to most nearly conform to the relevant factors usually taken into consideration in public and private employment. The decision of the Board is binding on those specific issues. The fees and costs of arbitration would be borne by the parties equally.

The measure prohibits strikes by firefighters and police officers and requires the City and the Associations to negotiate in good faith regarding wages, hours, and other terms and conditions of employment.

A CHARTER AMENDMENT TO BE SUBMITTED DIRECTLY TO THE VOTERS

The City Attorney has prepared the following title and summary of the chief purpose and points of the proposed measure:

A Measure Amending The City Charter To Require That Labor Disputes Between The City Of San Luis Obispo And The Police Officers' Association And Firefighters' Association Be Resolved By Binding Arbitration.

This measure would amend the Charter of the City of San Luis Obispo relating to the regulation of labor disputes between the City and the San Luis Obispo Police Officers Association and the San Luis Obispo Firefighters Association. This measure would add provisions to the Charter, similar to existing state law, prohibiting police officers and firefighters from engaging in strikes and requiring the city to negotiate in good faith on matters relating to wages, hours and other terms and conditions of employment.

This measure would prohibit the City from altering, eliminating or changing any existing benefit, term or condition of employment unless such change was either the result of a negotiated agreement between the City and the Police Officers' Association and/or the Firefighters' Association, or ordered as a result of the binding arbitration process discussed below.

This measure would require that all unresolved disputes pertaining to wages, hours or terms and conditions of employment for police officers and firefighters shall be submitted to binding arbitration before a three-member Board of Arbitration. The City and the employee organization would each select one of the arbitrators. The third arbitrator would be selected in accordance with the procedure set forth in the measure. The arbitration would be conducted in accordance with certain provisions of the Code of Civil Procedure.

This measure would require that each of the parties submit a last offer of settlement on each of the disputed issues to the Board. The Board would hold public hearings and receive evidence from the parties. By majority vote, the Board would select whichever of the last offers the Board found most nearly conformed to those factors traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of public and private employment (including but not limited to changes in the consumer price index for San Francisco-Oakland-San Jose, the wages, hours, benefits and terms and conditions of employment of employees performing similar services in comparable cities, and the financial condition of the City and its ability to meet the cost of the award).

The parties would have ten days after the award of the Board to privately meet and attempt to agree upon any modifications to the award. At the end of the ten day period, the award, including any modifications agreed upon, would be publicly disclosed and become binding on the parties, and no action by the City Council or the voters to conform or approve the Arbitrators' decision shall be permitted or required.

Expenses of the arbitration would be borne equally by the parties. Expenses incurred individually by each party, as specified in the measure, would be borne solely by the party incurring such expenses.

The binding arbitration process discussed above would supercede any existing dispute resolution process, Employer-Employee Resolution, Personnel Rules and Regulations, and Memorandum of Agreement or any written policy or procedure relating to wages, hours or other terms and conditions of employment to the extent it is in conflict with this measure.

Prepared by Jeffrey G. Jorgensen, City Attorney