

1997 Personnel Manual Excerpt

If the employee does not agree with the written decision of the General Manager, within fifteen (15) days after receipt of such decision, he/she can appeal to the Board of Directors. Within thirty (30) days of the Notice of Appeal, a hearing will be scheduled. The decision of the Board of Directors is final and binding on all parties.

Rule 14 – Employee Relations Regulations

14.01 Statement of Purpose:

- a. These Regulations implement Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 et seq) entitled “Local Public Employee Organizations” by providing a uniform and reasonable basis for the conduct of employer-employee relations between the District and its employees and employee organizations.
- b. Nothing contained herein shall be deemed to supersede the provisions of State Law or District ordinances, resolutions and rules which establish and regulate a merit system or which provide for other methods of administering employer-employee relations.

14.02 Employee Rights:

- a. Except as otherwise provided by law or by these regulations, District employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing. Employees shall also have the right to refuse to join or participate in the activities of such organizations.
- b. Neither the District nor any employee organization shall interfere with, intimidate, restrain, coerce or discriminate against any employee in the exercise of these rights.
- c. Nothing in these Rules are intended to deny any employee of their rights under applicable laws.

14.03 District Rights:

The District retains all of its powers and authority to manage district services and the work force performing those services including, but not limited to the following exclusive rights to:

- a. Determine and modify the organization of District government and its constituent work units;

1997 Personnel Manual Excerpt

- b. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public;
- c. Determine the methods, means, and numbers and kinds of personnel by which services are to be provided;
- d. Determine whether goods or services shall be made or provided by the District, or shall be purchased or contracted for;
- e. Direct employees, including scheduling and assigning work, work hours, and overtime.
- f. Establish employee performance standards and require compliance therewith;
- g. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of applicable law;
- h. Relieve employees of duty for any legitimate reason;
- 1. Implement rules, regulations, and directives consistent with law;
- j. Take all necessary actions to protect the public and carry out its mission in emergencies;
- k. Manage its operations;
- l. Exclude from the meet and confer process any subject preempted by federal or state law.

14.04 Rights of Employee Organizations:

- a. Recognized employee organizations shall have the right, except as otherwise provided in these regulations, to represent employees within the appropriate bargaining unit concerning matters within the scope of representation.
- b. Not more than two (2) employee representatives of recognized employee organizations shall be allowed reasonable time off without loss of compensation or other benefits when formally meeting with District representatives on matters within the scope of representation. This shall not be construed to provide compensation and benefits to employees who attend or participate in such activities during their off duty time.

14.05 Notice to Recognized Employee Organizations:

- a. The District shall give reasonable advance written notice to each affected, recognized employee organization of any action directly relating to the scope of

1997 Personnel Manual Excerpt

representation proposed for adoption by the District Board of Directors or District General Manager. Each affected organization shall be provided an opportunity to meet and confer with the District General Manager or a designated representative regarding the proposed action. Notification shall be consistent with the agreed upon procedures between the District and individual recognized employee organizations.

- b. Where circumstances dictate immediate action by the District Board of Directors which prevents advance notice to employee organizations, the District Board of Directors shall furnish such notice and opportunity to meet with its designated representatives as soon as possible following its action.

14.06 Notice to District:

- a. Each recognized employee organization shall promptly notify the District General Manager and the Administrative Services Manager in writing of any change in its officers, representatives, affiliation status or of any other information contained in its petition for recognition. Each organization shall also provide the District as often as necessary a list of the officers and/or represented employees who are authorized by the organization to speak for it and to bind the organization in matters of employee relations.
- b. Both the District and its recognized employee organizations shall provide reasonable advance notice to the other, party as to the composition of its negotiating team, including nonmember negotiators. The maximum number of negotiators for either the District or employee organization shall not exceed two (2) members, excluding professional representatives.

14.07 Impasse Procedures:

- a. Either party may determine that the meet and confer process has reached impasse as defined in Section 14.02 and may invoke the procedures of this section. Impasse procedures shall be commenced when one party files written notice on the other that impasse has been reached. At such time, the involving party shall, with the written notice, serve the other party with a final offer of settlement. Within three (3) working days of said written notice, the other party shall serve the involving party with their final written offer of settlement.
- b. As soon as possible thereafter, the representatives of each party shall hold an impasse meeting. The purpose of the impasse meeting shall be to attempt to resolve all outstanding issues and reach agreement.
- c. If agreement cannot be reached and the parties cannot agree at the impasse meeting, then the matter shall be submitted to the District Board of Directors. Not more than ten (10) days after the impasse meeting, the parties shall submit to the General Manager their final offer of settlement together with any supplementary information they wish to submit. Offers submitted to the General Manager shall

1997 Personnel Manual Excerpt

be deemed for the purpose of settlement. They need not be the same as the offers submitted for impasse meeting purposes but must be the same as the final offer of settlement presented during impasse. As soon as possible after submission, the General Manager shall forward a copy of each party's offer to the other party and to the District Board of Directors. The General Manager shall also set the matter for a hearing before the District Board of Directors at their next adjourned or regular meeting not less than five (5) nor more than thirty (30) days after the final offers are submitted to the General Manager's Office. The time limits set forth are intended to be maximum time limits and the parties shall attempt to agree to exact dates for the submission of written settlements and hearing before the District Board of Directors.

- d. The District Board of Directors shall take such action regarding the establishment of wages, fringe benefits or any other matter within their legislative discretion as they see fit. If the Board of Directors deems that a settlement is possible after the impasse hearing, they may continue the hearing and refer the matter back to the representatives for further negotiation. However, the Board of Directors may not continue the matter beyond the next regular or adjourned meeting at which time it must resolve the issues before the Board of Directors.
- e. The action taken by the District Board of Directors shall be final.

14.08 Use of District Facilities:

- a. Upon reasonable advance notice, the Administrative Services Manager may authorize the use of appropriate District facilities by recognized employee organizations for meetings involving District employees they represent. Such meetings shall not conflict with the conduct of normal District business.
- b. Upon request, the Administrative Services Manager shall also provide a reasonable amount of space at appropriate District facilities for posting of material by recognized employee organizations. Posted contents shall be withdrawn should any of the material contain anything which may reasonably construed as maligning the District, its representatives, or any individual in any manner whatsoever.
- c. No District address, equipment or supplies may be used by recognized employee organizations except as specifically permitted by the District and for which the District may require compensation.

14.09 Dues Deductions:

- a. All recognized employee organizations shall have the right to have the regular dues of their members deducted from their paychecks at no cost. Dues deductions shall be made for a specified amount only upon the voluntary written authorization of the member. Dues deduction may be canceled at any time by the member on written notice.

1997 Personnel Manual Excerpt

- b. All notices shall be to the Administrative Services Manager on forms provided or approved by the District. The Administrative Services Manager shall regularly remit the amounts collected to the recognized employee organizations. The records of the District concerning those employees who have requested deduction and the amounts collected shall be open for inspection by the authorized members of the employee organizations at reasonable times.
- c. The District shall have no obligation to deduct back or unpaid dues, nor any fine, penalty or special assessment levied by the employee organizations against their members. The District shall have no obligation to deduct dues where the employee's net earning during the pay period for which dues are deductible are insufficient to pay the dues. Net earnings means the amount payable by the District to an employee for a particular pay period after all lawful deductions.
- d. All employee organizations which receive dues checkoff shall indemnify, defend and hold the District harmless against any suit brought against the District on account of checkoff of employee organization dues. In addition, all such employee organizations shall refund to the District any amounts paid to it in error upon presentation of supporting evidence.

14.10 Prohibited Activities:

No employee organization shall encourage participation in, nor shall any employee participate in any illegal strike, illegal picketing, slowdown, sick-in, or any other similar activity against the District; nor shall any employee recognize any picket line in the course of duty, nor in any way be involved in the reduction or denial of District services to any premises because of a labor dispute.

14.11 Administration and Amendments:

The District General Manager shall be responsible for establishing such rules and procedures as are necessary to implement and administer Rule 14 after consultation with affected, recognized employee organizations.

14.12 Construction:

- a. Nothing in Rule 14 shall be construed to deny any person or employee the rights granted by Federal and State law.
- b. The rights, powers and authority of the District Board of Directors in all matters, including the right to maintain any legal action, shall not be modified or restricted by Rule 14.
- c. The provisions of Rule 14 are not intended to conflict with the provisions of Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Section 3500 et seq).