CIVIL SERVICE AND COLLECTIVE BARGAINING IN LOS ANGELES COUNTY GOVERNMENT

December 1973

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Report of the Civil Service-Employee Relations Task Force,
Los Angeles County Citizens Economy and Efficiency Commission

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PREFACE

At a meeting on December 5, 1972, the Board of Supervisors adopted a motion by Supervisor Debs requesting the Economy and Efficiency Commission to conduct a study of the duplication and conflict between the civil service system and the County's recently established collective bargaining system.

To conduct this study, Maurice Chez, chairman of the commission, appointed the Civil Service-Employee Relations task force consisting of Harlan G. Loud, chairman; George E. Bodle, Milton G. Gordon, Mrs. Ray Kidd, Joseph A. Lederman, William S. Mortensen, and Robert Ruchti. This task force directed the commission staff--Burke Roche and Richard Hancsak--in the conduct of the study and the preparation of this report.

The task force established two principal objectives for the study: First, to conduct a comprehensive analysis of the entire employer-employee relations system. (We shall use the term "employer-employee relations system" in this report to include both the civil service and collective bargaining systems.) Second, to provide recommendations for effective and economic resolutions to problems and conflicts.

The basic purposes of the employer-employee relations system are: (1) to insure selection and promotion of employees on the basis of merit, (2) to provide fair and equitable wages and working conditions to employees, and (3) to achieve these objectives in a manner which will enhance employee morale, avoid labor disputes, and promote the economic and efficient provision of government services to the public.

As the Board of Supervisors has requested, this report must concern itself with the problems in the present employer-employee relations system.

Nevertheless, while serious problems and conflicts exist, we should emphasize here that we believe Los Angeles County deserves great credit for the progress it has made in developing a working public sector bargaining system. Such a system was first authorized through a charter amendment recommended by the Economy and Efficiency Commission and approved by the voters in 1966.

Before 1966 the County operated under a unilateral management decision system typical of public agencies at that time. While union representatives had the right to "meet and confer" with County management on wages and working conditions, decisions on these matters were made unilaterally by management for final approval by the Board of Supervisors.

During the early 1960's employee dissatisfaction with this system grew increasingly vocal. As employee dissatisfaction grew, union membership and militancy grew with it. Finally, in the summer of 1966 the unrest culminated in a series of strikes, walkouts and work stoppages by social workers, welfare clerks, hospital workers and others.

Since the approval by the voters of the amendment authorizing a collective bargaining system, the County has made substantial progress in developing effective bargaining procedures under the provisions of an employee relations ordinance. In the three years experience under the ordinance, negotiations have been conducted in a relatively orderly and responsible manner. There have been no strikes and few threats to strike. In addition, the salary increases which were negotiated and approved by the Board of Supervisors have been consistently in line with trends in the private sector, as indicated by the joint salary survey and other surveys.

We believe that the Director of Personnel and his staff, the representatives of the concerned union organizations, and the members of the Employee

Relations Commission deserve commendation for these results. We also wish to commend the consultants' committee, headed by Benjamin Aaron, for its valuable contribution in drafting the Employee Relations Ordinance and for its recent study recommending changes in some provisions.

During the course of this study, the task force has worked closely with County management, union representatives, the Civil Service Commission, and the Employee Relations Commission in developing the recommendations contained in this report. All have reviewed preliminary drafts of the report, and we thank them for their very helpful suggestions in its preparation. The conclusion and recommendations, however, are solely the responsibility of the task force.

Chapter I of the report presents a summary of the task force recommendations followed by a discussion of the problems in the present system and the reasons for the task force recommendations.

Chapter II presents the specific charter and associated ordinance revisions which will be required to implement the task force recommendations.

Chapters III through V provide a discussion of the principal issues associated with the task force recommendations.

The report concludes with three appendices which provide background information on the development of collective bargaining in Los Angeles County, an analysis of possible alternatives to change the present system, and a list of persons interviewed or consulted during the course of the study.

The task force submits this report to the Economy and Efficiency Commission and respectfully requests its review and approval for formal submission to the Board of Supervisors.

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CHAPTER I

FINDINGS AND RECOMMENDATIONS

SUMMARY OF RECOMMENDATIONS

The study by the Civil Service-Employee Relations Task Force reveals that serious problems and conflicts exist in the present civil service and collective bargaining Systems in Los Angeles County. To resolve or diminish these problems the task force proposes a number of major administrative and organizational changes. These proposals are contained in six separate recommendations as follows:

1. Combined Commission - The Board of Supervisors should place a charter amendment on the ballot which will combine the Civil Service Commission and the Employee Relations Commission into a single commission of five members to be called the Los Angeles County Labor Relations Commission

2. Appointment of Director of Personnel - The charter amendment which establishes the combined commission should include a provision which assigns to the Board of Supervisors the authority to appoint the Director of Personnel.

3. Deletion of the Prevailing Wage Clause - The Board of Supervisors should place a second and separate charter amendment on the ballot which will delete in its entirety Section 47, known as the prevailing wage clause, from the County Charter.

4. Revision of the Employee Relations Ordinance - The Board of Supervisors should make appropriate changes in the Employee Relations Ordinance to adjust it to changes proposed for the charter, in particular, those required by the consolidation of the Civil Service and Employee Relations Commissions and the consequent reassignment of duties to the new commission.

5. Revision of Salary Ordinance - The Board of Supervisors should revise the present Salary Ordinance to establish a separate compensation plan for County managers. Those positions in the County which are considered to be management positions should be defined and then assigned to this management compensation plan. Positions now designated as supervisory which are now included in an employee representation unit should be excluded from this plan.

6. Employer-Employee Relations Committee - The Board of Supervisors should appoint a special employer-employee committee to direct the preparation of the recommended charter and ordinance revisions. The committee should consist of the following members:

The Chief Administrative Officer

The Director of Personnel

The County Counsel

Three representatives of certified union organizations

Two members and the Executive Secretary of the Economy and Efficiency Commission

In the following sections of this chapter we discuss the problems in the present civil service and collective bargaining systems and the reasons for our recommendations.

OBJECTIVES OF THE TASK FORCE REPORT

We noted in the preface to this report that Los Angeles County deserves great credit for the progress it has made in developing an effective public sector collective bargaining system. The record of three years of negotiations under the Employee Relations Ordinance speaks for itself. The salary increases have been consistently in line with trends in the private sector, and there have been no strikes and few threats of strikes.

Nevertheless, serious problems and conflicts have developed which seriously threaten the future effectiveness of this bargaining system. The important point to note, however, is that these problems have developed precisely because the County has moved out ahead of most public agencies in a pioneering effort to establish a workable collective bargaining system in the public sector.

Now, because the County has developed an extensive experience in the past several years in dealing with these problems, it is in the position to move ahead again to resolve the conflicts. Because of this experience, it becomes possible to make the recommendations which we propose in this report. Thus, we believe strongly that Los Angeles County, because of the progress it has already made, has an excellent opportunity to achieve a major milestone among public agencies. That is the establishment of an employer-employee relations program which preserves the merit principle and at the same time provides for a balance equitable system of collective bargaining and bilateral decision-making. This is the first major objective of the recommendations contained in this report.

The second major objective of our recommendations is to insure that impending State legislation will not pre-empt the County's administration of its own collective bargaining system.

It seems certain that in the next few years State legislation will be enacted requiring local agencies to establish collective bargaining systems of a much broader scope than is now required under present State law. Several bills extending the scope of public sector collective bargaining were introduced in the State legislature this year.

Of these the most far reaching and significant are the Moretti Assembly bill and the Dills Senate bill, both of which give public employees sweeping collective bargaining rights, including, in the case of the Moretti bill, the

right to strike. Although neither bill has passed in both houses, each has passed in the chamber in which it was introduced. It is, therefore, very likely that one of these bills or similar legislation will be enacted within the next few years.

Both these bills create a State public employees relations board and provide enforcement of its determinations by court action. They also provide that if the collective bargaining system of a local agency does not meet the criteria established in these bills, the State system will pre-empt the local system. In such case, the State board will serve as the administrative and appellate authority for the local agency, and all provisions of the State system will be imposed on the local agency.

It is extremely doubtful that the present collective bargaining system in Los Angeles County, as administered under the current Employee Relations Ordinance, would satisfy the requirements of either of these bills or of similar legislation. In contrast, we believe the system we recommend for the County will substantially comply with the proposed State legislation. Thus if our recommendations are adopted, the possibility of the State pre-empting the County's system will be essentially dissipated.

A key issue, therefore, before the Board of Supervisors is this: Should the County make the changes necessary to comply with proposed State legislation and so insure that it will maintain and control its own collective bargaining system, or should it postpone such changes and so risk the possibility of a State-wide system being imposed upon the County? We strongly advocate the first alternative. A State-wide system, however excellently planned and effectively administered, is bound to be less responsive and sensitive to local problems and requirements than a locally controlled system. Hence, averting

the possibility of State pre-emption is a second major objective of the recommendations in this report.

PROBLEMS

There are four major problems in the County's employer-employee relations system. These are:

1. *Overlapping jurisdictions of the Employee Relations Commission (ERCOM) and the Civil Service Commission (CSC), resulting in duplication and conflict in the Systems they administer.*

2. *Differences in view between County management and union representatives on the scope of negotiation, the authority of ERCOM, and other aspects involving the operation of the collective bargaining system.*

3. *Compromising and ambiguous roles of CSC and the Personnel Director.*

4. *Lack of identification and definition of County management employees leading to a trend toward union organization.*

1. Overlapping Jurisdictions and Duplication

Under the authority granted by the County Charter, CSC has promulgated rules for the classified service. The rules provide for, among other things, open competitive examinations in recruitment, selection and promotion; for job classifications; for transfers and layoffs; and for such disciplinary actions as reduction in rank, suspension, and discharge.

Under the Employee Relations Ordinance, approved by the Board of Supervisors in 1968, ERCOM has jurisdiction over unfair employee relations practices, which include any interference with, restraint, or coercion of County employees in the exercise of rights recognized or granted by the ordinance. The rights include 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 of employee relations. These matters include wages, hours, and other terms and conditions of employment.

Certain acts prohibited by regulations of the CSC may also constitute unfair employee relations practices prohibited by the ordinance. The fact is that both commissions are essentially concerned with terms and conditions of employment, one in areas involving civil service and the merit principle, the other in areas involving collective bargaining and unfair employee relations practices. Thus, if a charge is brought involving both the civil service system and an unfair employee relations practice, the question is raised as to which commission has jurisdiction.

This can occur, for example, when the charge involves a refusal to negotiate over position classifications. Refusal to negotiate in good faith is an unfair employee relations practice, but position classifications come under the jurisdiction of CSC. It may occur also when the charge involves the accusation that because of an employee's union activity, the County has treated him unfairly in a promotional examination, or has unjustly transferred, suspended, or discharged him.

This confusion over jurisdiction is clearly demonstrated in three cases involving charges of unfair employee relations practices filed against the County by union organizations. (See Appendix A, pp. 78-87 for a detailed discussion of these cases.) In each of these cases County management refused to comply with the final decision and order of ERCOM. The ERCOM orders, County management argued, were in conflict with the authority of CSC. Since the authority of CSC is derived from the charter, the County maintained, it cannot be contravened by an ordinance of the Board of Supervisors.

Thus, the ambiguity in the authority given CSC by the charter and the authority given ERCOM by the ordinance has generated serious controversies between County management and employee organizations over the respective jurisdictions of the two commissions. Unless this conflict is resolved, the effectiveness of the ordinance in maintaining responsible and peaceful collective bargaining in Los Angeles County may be seriously threatened.

2. Differences in View Between County Management and Union Representatives

County management and employee representatives differ in their views on public sector collective bargaining. Employee representatives tend to minimize the differences between the public sector and private sector. They advocate, therefore, that like private sector bargaining, public sector bargaining should have no limitations on the scope of negotiations, or as few as possible. County management, on the other hand, maintains that there are fundamental differences in the operation of private sector organizations and organizations in the public sector. These differences, they say, require that the scope of negotiations be defined in such a manner that specific management rights will not be negotiated away.

Union representatives also charge that the County's refusal to comply with ERCOM decisions and orders demonstrates that the Employee Relations Ordinance in its present form contains a serious inequity. They point out that if ERCOM finds in favor of County management in cases involving charges of unfair employee relations practices, and orders the union to comply with its orders, the unions must comply. They have no other choice, since the commission has the authority to decertify them if they do not comply. In contrast, if the commission finds in favor of the union or an individual employee, and orders the County to comply, the County can refuse to comply simply by not acting.

This the County has done in the three cases referred to above and in another case involving caseloads for welfare eligibility workers. Since the ordinance does not give ERCOM the authority to enforce its decisions nor provide it with independent counsel to take a case to court, the only recourse for the unions or individual employee is to seek court action themselves. This action, however, places a heavy cost burden on the union or the individual employee.

As we have noted, however, County management's position in the first three cases was that it did not have to comply because the ERCOM orders were in conflict with the authority of CSC. Nevertheless, it is difficult to argue that a system which allows the County to ignore an order to correct an unfair labor practice and requires an employee or his union to comply with a similar order is entirely equitable. On the other hand, according to the County Counsel, there is no legal authority for the Board of Supervisors to authorize ERCOM to bring legal action against the County to enforce its decisions. For the Board to do so would in many cases constitute an unlawful delegation of the Board's duties under the charter.

Clearly, this dilemma goes to the very heart of the collective bargaining system. Such a system must seek to establish an equitable balance of power between the contending parties--unions and management. If it does not, the more powerful party inevitably will establish its interests over those of the weaker party. The result is exploitation by one party over the other--in a government environment exploitation either of employees by government managers or the exploitation of the government's taxing authority by the employees.

3. Compromising and Ambiguous Roles of CSC and The Personnel Director

Under the present charter the Personnel Director is appointed by CSC and acts as executive officer to CSC in administering the civil service system.

However, in proceedings before the commission involving disputes between management and the unions, the Personnel Director is often required to act in an adversary capacity as the representative of management.

As union representatives emphasize, CSC should operate in these proceedings as an impartial arbiter. It is not likely to be viewed in this light, however, when its own staff officer performs as one of the adversaries in the proceedings before it. Moreover, if CSC requires the preparation of staff material to assist it in making a finding or reaching a decision, it is dependent upon the Personnel Director and his staff to prepare this material. Clearly this relationship places both CSC and the Personnel Director in compromising and ambiguous positions in the proceedings before CSC.

As a result of this situation, almost all union representatives with whom we talked reported that they considered CSC to be an arm of County management and partial to its interests. The extent to which the relationship between the unions and CSC has already deteriorated is demonstrated by the fact that a number of union representatives are now publicly calling for the outright abolition of CSC.

Further complicating the situation is the fact that while the Personnel Director is appointed by CSC, he reports to CSC only on civil service matters. On all matters involving collective bargaining procedures which lie outside the scope of CSC jurisdiction, the Personnel Director reports directly to the Board of Supervisors and performs these functions solely under the direction of the Board.

4. Lack of County Management Identity

Both County management and employee representatives point to a lack of identification and definition of County management employees. They assert that an efficient and effective collective bargaining relationship requires a

clear distinction between management and union represented employees. Without a unified management team, the negotiation process is seriously hampered.

However stable and balanced a collective bargaining system may be--and this is certainly the key characteristic of an effective system--it must by its nature operate as an adversary proceeding between management and represented employees. It is mandatory, therefore, that in this current arena of collective bargaining those who represent management be clearly identified and unified. If management is not clearly identified and unified, it cannot develop consistent and responsible positions on the many issues over which it is bargaining. Similarly, the ability of management to execute the terms of an agreement in a consistent and equitable manner is also dependent upon a unified and well-informed management organization.

Typically, however, the County, like other public agencies, has had almost no experience in developing a unified and recognized management organization, separate and distinct from rank and file employees. The tradition, rather, has been that of civil service. In the traditional civil service system all employees, at whatever level, are treated alike. They are paid under the same payroll plan, they are evaluated under the same performance plan, and they are recruited, promoted, transferred, suspended or discharged under the same civil service rules and regulations.

In a collective bargaining environment, however, if management employees are not paid on a different basis from organized employees and if they are not accorded privileges unique to their status, they are bound to ask: If the interests of rank and file employees are represented by unions, who then looks after the interests of management employees?

If, for example, management employees are included in the same salary plan as organized employees, they may well conclude that their personal advantage

is best realized by supporting and advocating salary increases for their subordinates. By this means their own salaries will inevitably be pushed upward. Or, again, if they see organized employees making gains not accorded to them as management employees, they may conclude that their only recourse is to join or organize a union.

Our interviews with County managers indicate that this is exactly what is happening in Los Angeles County. While it is difficult to determine accurately how many County managers are seriously advocating union representation, there is no doubt that this issue is now a major topic of discussion among County managers, in particular middle managers.

Recently, one such manager expressed his views on this subject in a letter to Supervisor Schabarum.

> "County managers," he stated, "have come to believe that being a manager offers little reward for the extra responsibility that role demands . . . There has been an increasing thrust for County managers to form a representational unit with rep-resentation from a union . . . Certainly a part of that which motivates managers is salary and fringe benefits. In fact, it is demotivating for managers to find themselves making out less well than those mission level employees who are represented by unions as happened last year."

That this view is not confined to a few disgruntled employees, but rather appears to have grown to serious proportions is evidenced by the fact that one unit of high level managers has already voted to join a union. This unit consists of 112 executives in the County Engineer, Flood Control, Road, and other departments. The unit was approved by ERCOM as legal under the terms of the ordinance and existing State legislation. On July 5, 1973, by a vote of 42 to 28 (not all those eligible voted) the managers voted for formal representation by the California Association of Professional Employees (CAPE). CAPE already represents most of the engineers. architects, and similar technical

positions in the County. It is affiliated with the State-wide Marine Engineers' Beneficial Association, AFL-CIO.

The new unit is composed of managers who earn from $20,600 to $31,100 a year and includes executives at all levels up to but excluding department head and chief deputy.

If this movement continues to spread among County managers, then serious problems are bound to develop in maintaining a balanced and equitable collective bargaining system. If most of middle management becomes organized, the vital question is: How effectively can the remaining few top managers represent the interests of the County and the interests of citizens and taxpayers?

As Gordon Nesvig, Director of Personnel has pointed out, "A union organized executive will face almost certain conflict of interest by having to act on some occasions as a spokesman for management and on other occasions as a bargainer for his union. If we start forming unions of high-level executives, there soon will be no County management except for a handful of department heads and the Board of Supervisors."

RECOMMENDATIONS

To resolve or diminish these problems the task force proposes a number of major administrative and organizational changes. These changes will require two separate ballot propositions to amend the County Charter and associated revisions to the Employee Relations Ordinance and the Salary Ordinance. In the remaining sections of this chapter we list these recommendations and our principal reasons for proposing them.

Recommendation 1 - Combined Commission

The Board of Supervisors should place a charter amendment on the ballot which will combine the Civil Service Commission and the Employee Relations Commission into a single commission of five members, to be called the Los Angeles County Labor Relations Commission.

Commission Rules and Procedures - This new commission will be responsible for establishing the major policy guidelines and the rules and regulations governing the administration of the County's entire employer-employee relations system, including both the civil service and the collective bargaining systems. In addition, it will serve as an appellate board to hear and issue corrective orders on any charge brought by the County, a union, or an individual employee involving violations of the rules and regulations of the civil service system or charges of unfair employee relations practices under the collective bargaining system.

Like the present Civil Service Commission, the new commission will have the authority to prescribe and enforce appropriate rules to insure maintenance of the merit principle in County employment, namely that employees be recruited, selected and promoted on the basis of merit in an environment free of political influence or any other bias.

To insure that this principle is maintained, we recommend that these rules and the functions performed by the County under these rules not be subject to negotiation at the bargaining table. In particular, these rules govern the methods and procedures for recruitment and the conduct of competitive examinations for initial employment and subsequent promotion of all classified employees While we recommend that these rules not be negotiable, we also recommend that the new commission continue the present practice now followed by both commissions that before adopting a rule change it hold a public hearing to receive and consider management and union viewpoints on tile proposed changes.

Like ERCOM, the new commission will also have authority to prescribe appropriate rules and procedures necessary to administer the collective bargaining system. These rules also will not be subject to negotiation. They include procedures to establish appropriate employee representation units, to investigate charges of unfair employee relations practices, and to resolve impasses on agreement terms.

Finally, as under the current system the provisions of the Employee Relations Ordinance--including the employee rights and the management rights clauses in their present form--will not be subject to negotiation.

On the other hand, those functions performed by the County which do not involve the above restrictions will be subject to negotiation and bilateral agreements with certified employee representatives. These areas include: wage and salary plans for represented employees including their terms and benefits; changes in classification affecting the majority of employees in a represented classification; workloads and productivity standards; grievance procedures; procedures for transfer, reduction in rank, order of layoff, suspension and discharge; employee training and safety programs; suggestion plan incentives; and controls on working hours and schedules.

Consolidating the two commissions, we believe, will resolve the current problem of overlapping jurisdictions between CSC and ERCOM. At the same time, delineating those areas which are negotiable and those which are not will maintain the merit principle and preserve it from collective bargaining inroads. Thus, we believe, this proposal will establish an effective working relationship between the merit principle in County employment and a fair and equitable system of collective bargaining.

With respect to compensation, we recommend that the members of the new commission receive the same compensation as ERCOM members now receive.

Each member of ERCOM is paid $150 for each meeting of the commission held for any purpose. If in the future, experience indicates that this level of compensation does not sufficiently attract qualified candidates, then the level can be adjusted as experience dictates.

Negotiability of Classifications - In recommending that classification actions affecting the majority of represented employees in a classification be made negotiable, the task force does not contemplate that the County should be required to negotiate the day to day maintenance and utilization of the classification plan. The plan itself and the procedures for the conduct and review of classification studies of new or existing positions should be designated as an exclusive management responsibility. We do recommend, however, that the County negotiate major classification changes resulting from studies involving the majority of employees in a given classification.

The County, for all practical purposes, is now following this practice. In two recent classification studies--one involving 250 operating engineers and the other 3000 hospital workers--the County after completing its analysis reviewed its determinations with the concerned unions. After reaching agreement with the unions, the County then presented its recommendations to the Civil Service Commission for final approval.

Negotiability of Workloads - In contrast to the issue of the negotiability of job classifications, which appears to be reaching resolution, there is little agreement between the unions and management over the negotiability of workloads. As a consequence, the County and two County unions have been in litigation over this issue for the past three years. Both the Superior and Appellate Courts have now ruled that caseloads are negotiable under the provisions of the Employee Relations Ordinance. (Los Angeles County Employees Association Local 660 V. County of Los Angeles (1973) 33 C.A. 3d 1.)

As a result of this decision, the County Personnel Director has proposed to the Board of Supervisors that the ordinance be amended to specify that the determination of workloads is a management right and therefore not negotiable. Although the County Counsel has determined that the Board has legal authority to make this change, it is certain that if adopted the amendment will involve the County in still further litigation--litigation which has already exacerbated employer-employee relations in Los Angeles County for three years.

In opposing the proposed amendment, the union lawyers have argued that in its recent decision the Appellate Court not only ruled that caseloads are negotiable under the terms of the ordinance but are also required under present State law--the Meyers-Milias-Brown Act. Hence, they argue, the courts will inevitably find that the amendment violates State law, and it will therefore be declared invalid. Although the County Counsel does not agree with this position, it is clear that amending the local law to exclude caseloads, is bound to involve the County in further litigation, and in litigation over an issue that the County is all too likely to lose.

Even more significant to our mind, however, is the jeopardy which the proposed amendment places the County in with respect to the almost certain passage in the next few years of pre-emptive State legislation. We discussed this possibility in a previous section of this chapter. Here we reiterate that we believe it is advantageous to the County to maintain and control its own collective bargaining system. In an area so sensitive as employer-employee relations, it is particularly important to have a system which can be quickly adjusted and is specifically administered to suit the particular needs and circumstances of Los Angeles County.

The proposed amendment does not comply with the provisions of current proposed State legislation, in particular the Moretti bill and the Dills bill,

both of which provide for a broad scope of bargaining patterned after the private sector. It has long been accepted in the private sector that negotiations relating to workloads are inseparably associated with the terms and conditions of employment. Therefore, for many years workloads have been considered a proper subject of negotiation.

We, therefore, do not support the proposed amendment. We recommend instead--particularly in the light of impending State legislation--that workload standards be designated as an appropriate subject for negotiation.

Approval and Appellate Authority of the Labor Relations Commission - Under our proposal the Labor Relations Commission, unlike the present CSC, will not be required to approve the actions of the Personnel Department or other County departments in establishing and administering the procedures governed by the Charter, the Employee Relations Ordinance and the commission's own rules.

Present charter provisions require CSC to approve all examination programs and individual examinations, all new or amended job classifications, all new training programs and classes, and all requests by County departments to transfer, reduce in rank, suspend or discharge an employee.

Since CSC has neither the staff nor the time to investigate into the details of these actions, it is placed in the position of routinely approving most of them. Under our proposed amendment none of these actions will require prior approval by the new commission. It will be busy enough, we believe, in administering both the civil service and collective bargaining systems and conducting hearings. There is no need to burden it further with unnecessary review work.

Under our proposal if a union representative or an employee feels that County officials have acted unjustly in administering a procedure in those areas which are not negotiable, then he may file a charge with the commission, which

may investigate, hold a hearing, and issue a corrective order. In areas which are negotiable, the unions and management will negotiate grievance procedures which will also enable a union representative or an employee to seek redress if he feels County officials have violated the union agreement or otherwise acted unjustly. in addition, employees who are not in an employee representation unit (management and confidential employees) and are therefore not covered under a grievance procedure, will have the right to file a complaint directly with the commission in these negotiable areas, if they feel they have been unjustly treated. In this manner, the preservation of the merit principle and the maintenance of an equitable collective bargaining system will be insured.

Our analysis indicates that among the possible changes which can be made in an attempt to resolve the problems of the present employer-employee relations system, the consolidation of the two commissions offers by far the most promising solution. Further discussion of this question is presented in Chapter III and a detailed analysis of the pros and cons of the various alternatives is presented in Appendix B.

Recommendation 2 - Appointment of Director of Personnel

The charter amendment proposition which establishes the combined commission should include a provision which assigns to the Board of Supervisors the authority to appoint the Director of Personnel.

This change will correct the problem under the present system which places both CSC and the Personnel Director in compromising and ambiguous roles. Under this proposal the Personnel Director will report directly to the Board of Supervisors and will perform all his functions solely under its direction. The new commission, like ERCOM, will be provided with an executive officer and a small staff of its own.

Recommendation 3 - Deletion of the Prevailing Wage Clause

The Board of Supervisors should place a second and separate charter amendment proposition on the ballot which will delete in it's entirety Section 47 from the County Charter.

Section 47, known as the prevailing wage clause, provides that, "In fixing compensation to be paid to persons under the classified civil service, the Board of Supervisors shall in each instance provide a salary or wage at least equal to the prevailing salary or wage for the same quality of service rendered to private persons, firms or corporations under similar employment in case such prevailing salary or wage can be ascertained."

Our first recommendation broadens the scope of bargaining to that which approximates the private sector. Therefore, if restrictions on the scope of bargaining are removed in such areas as position classifications and workloads --as they will be under our proposal--it is only logical to remove restrictions to the scope of bargaining on wages.

As we have emphasized, our recommendations are directed toward the establishment of a balanced and equitable system of employer-employee relations. No system can be considered to be balanced and equitable if, on the one hand, it gives the unions the right to bargain on an almost unlimited spectrum covering terms and conditions of employment and on the other hand, restricts management from bargaining freely on wages.

We, therefore, strongly urge the deletion of the prevailing wage clause from the County Charter. This does not mean that the County would be prohibited from negotiating some type of prevailing wage reference or standard in a particular union agreement. It would mean rather that the charter, as it now does, would not require that such a clause be a part of every union agreement.

Since this recommendation and our first recommendation are clearly closely related, the question naturally arises as to why we recommend that they be placed on the ballot as separate propositions. Our reason is that each of these proposals may be expected to generate its own particular support and opposition. We believe, therefore, that it is more equitable to give the voters a chance to vote for or against each issue separately. They are thus not forced to make a choice on a single amendment, one element of which they may support and another element oppose.

Recommendation 4 - Revision of Employee Relations Ordinance

The Board of Supervisors should make appropriate changes in the Employee Relations Ordinance to adjust it to the changes proposed for the charter, in particular, those required by the consolidation of the Civil Service and Employee Relations Commissions and the consequent reassignment of duties to the new commission.

The charter, we believe, should outline the major duties and powers of the County Labor Relations Commission, as the charter now does for the Civil Service Commission. The charter should also state that the members of the new commission will be appointed in a manner which will insure as much as possible that they have the necessary expertise in the field of employer-employee relations and have a demonstrated record of impartiality and integrity in this field.

The charter provisions, however, should not include those details which experience indicates may need to be changed to meet changing circumstances. Thus, the specific details of the selection procedure for the commission are more appropriately placed in the Employee Relations Ordinance. Similarly, defining the specific areas in the collective bargaining system which are negotiable and those which are not negotiable can most appropriately be accomplished

by amending Section 6 of the ordinance covering the scope of negotiation. (The actual wording of the recommended charter and ordinance amendments is presented in Chapter II.)

If, then, experience indicates that a change is required in the selection procedures or in the scope of negotiation, these changes can be made by vote of the Board of Supervisors rather than by requiring a vote of the people to approve a charter amendment.

Recommendation 5 - Revision of Salary Ordinance

The Board of Supervisors should revise the present Salary Ordinance to establish a separate compensation plan for County managers. Those positions in the County which are considered to be management positions should be defined and then assigned to this management compensation plan.

Positions designated as supervisory which are now included in an employee representation unit should be excluded from this plan. As we have indicated in discussing the problem of the identity of management in the County, it is imperative in a collective bargaining environment to pay managers on a different basis from union represented employees. Otherwise, there is grave danger that management itself may become unionized, a process which as we have seen is already occurring in Los Angeles County. We cannot urge too strongly, therefore, that the Board of Supervisors immediately direct that a managerial compensation plan be developed and adopted, a plan clearly distinct from the compensation plan now in force for other County employees.

Recommendation 6 - Employer-Employee Relations Committee

The Board of Supervisors should appoint a special employer-employee committee to direct the preparation of the recommended charter and ordinance revisions. The committee should consist of the following members:

Three County Representatives	The Chief Administrative Officer The Director of Personnel The County Counsel
Three Union Representatives	Selected by certified County union organizations
Three E & E Commission Representatives	Two members of the Economy and Efficiency Commission and the Executive Secretary

If the Board of Supervisors approves the preceding recommendations, the specific legal language for the revisions to the charter and the ordinances will need to be prepared. This will require additional analysis and study, since our proposals delineate only the major administrative elements and organizational framework to be incorporated in the charter and ordinance revisions.

To accomplish this task effectively, it is important that the parties most concerned--County management and union representatives--participate fully in the preparation of the essential details and the specific language of the charter and ordinance provisions. Their expertise and experience are absolutely necessary to insure that these details are most effectively and carefully worked out.

CHAPTER II.

CHARTER AMENDMENTS AND ORDINANCE REVISIONS

In this chapter we delineate the principal changes which will be required in the County Charter and the associated ordinances to put our recomendations into effect.

FIRST CHARTER AMENDMENT - ORGANIZATION AND ADMINISTRATION OF THE EMPLOYER-EMPLOYEE RELATIONS SYSTEM

Article IX, on the administration of the civil service system, will require amendments to accomplish the following:

1. Provide a declaration of policy stating that it is the public policy of the County to maintain an employer-employee relations system which will (a) insure selection and promotion of employees on the basis of merit, (b) provide fair and equitable wages and working conditions for employees, and (c) achieve these objectives in a manner which will enhance employee morale, avoid labor disputes and promote the economic and efficient provision of government services to the public.

2. Combine the Civil Service Commission and Employee Relations Commission into a new commission of five members, to be called the Los Angeles County Labor Relations Commission.

3. Stipulate that the members of this commission shall be appointed by the Board of Supervisors through a selection process which will insure that the members shall have expertise in the field of employer-employee relations

and have a demonstrated record in this field of impartiality and integrity.

4. Provide that the terms of the initial commissioners shall be determined by lot. Two shall serve four years, two shall serve three years, and one shall serve two years. Thereafter, the regular term of office for all members shall be four years.

5. Provide that the commission shall elect one of its members as chairman at its first meeting. The chairman shall hold office for one year and shall be eligible for re-election. Three members shall constitute a quorum.

6. Stipulate that each member shall hold office until his successor is appointed. If a vacancy occurs during a term, the appointee to said vacancy shall hold office for the remainder of the term and until his successor is appointed. All members shall be eligible for reappointment.

7. Provide that a member may not be removed from office except by a four-fifths vote of the Board of Supervisors, and only after the Board states in writing the reasons for the removal and allows him, if he wishes, an opportunity to be publicly heard in his own defense.

8. Outline the major duties and powers of the commission, which shall include the following:

(I) To prescribe, amend and enforce appropriate rules to insure maintenance of the merit principle in County employment,

namely that employees be recruited, selected and promoted on the basis of merit in an environment free of political influence or any other bias. These rules shall provide for unbiased, competitive examinations for recruitment, hiring, and promotion of all employees in the classified service.

(2) To implement and administer the provisions of the Employee Relations Ordinance, which governs and defines the rights of employees to join organizations of their own choosing for the purpose of representation on matters affecting employee relations or to represent themselves individually in dealing with the County.

(3) To prescribe, amend and enforce appropriate rules and procedures necessary to administer the collective bargaining system. These rules shall provide for procedures to establish appropriate employee representation units, to investigate charges of unfair employee relations practices, and to resolve impasses on agreement terms.

(4) To investigate charges by County management, union representatives, or individual employee of violations or unfair practices by another party of the County's employer-employee relations provisions as incorporated in the charter, the Employee Relations Ordinance, and the rules of the commission. To conduct hearings on such charges and to take such action as is necessary to preserve the integrity of the employer-employee relations system, including, but not limited to, the issuance of cease and desist orders.

Such bearings may be conducted by the commission, any of its members, or by a hearing officer appointed by the commission from a select list of third party neutrals established by the commission.

(5) To conduct as necessary, investigations to determine that charter provisions involving the employer-employee relations system, the Employee Relations Ordinance, and the rules of the commission are being complied with.

(6) In its investigations, or at its hearings, to administer oaths, to subpoena witnesses, to require the production of books and papers, and to take evidence on any matter subject to its jurisdiction.

(7) To act upon requests for mediation, fact finding, and arbitration of disputes involving grievances; to appoint a mediator, fact finder, or arbitrator in the event the parties cannot mutually agree on such person. Whether appointed by the parties or by the commission, such person must be appointed from a select list of third party neutrals established by the commission.

(8) To determine the procedures for establishment of appropriate employee representation units. (9) To supervise the determination of certified employee representatives for representation units by means of elections or other appropriate process.

(10) To decide contested matters involving certification or decertification of employee organizations.

(11) To delegate to one or more commission members, employees or agents the powers or duties it deems proper, including the appointment of hearing officers to assure the timely resolution of appeals or grievances.

(12) To appoint, under applicable commission rules, such staff as it deems appropriate to fill those positions authorized by the Board of Supervisors.

Section 22 3/4 of Article VI, on the responsibilities of the Personnel Director, and Section 31 of Article IX, on the authority of the Civil Service Commission to appoint the Personnel Director, will require amendments to provide that the Board of Supervisors appoints the Director of Personnel and that he performs his duties solely under the Board's direction.

These are the principal changes in the charter which will be required. Again we should note that unlike the present Civil Service Commission (CSC), the new commission will not be required to approve the actions of County officials in establishing and administering the procedures governed by the County Charter, the Employee Relations Ordinance, and the rules of the commission. The sections of Article IX, therefore, which require CSC to establish rules on such matters as job classifications will require amendment.

Certain other changes may be necessary, but in general the remaining provisions of Article IX will not require revision. We do not recommend, for example, any change in Section 33, of Article IX, which designates those employees who are assigned to the unclassified service and those assigned to

the classified service. We also do not recommend any change in the five amendments incorporated in the charter by approval of the voters in the November, 1972, general election, except to change the name of the commission.

SECOND CHARTER AMENDMENT - DELETION OF PREVAILING WAGE CLAUSE

Section 47, of Article X, the prevailing wage clause, will be deleted in its entirety.

REVISIONS TO THE EMPLOYEE RELATIONS ORDINANCE

As we stated in Chapter I, the charter should outline the major responsibilities and duties of the County Labor Relations Commission. Other operating details which experience indicates may need to be changed to meet changing circumstances should be incorporated in the ordinance. By this means, these changes can be made by a vote of the Board of Supervisors rather than by a vote of the people to amend the charter. To follow this principle, the Employee Relations Ordinance will require revision in the following manner:

1. Change the name of Employee Relations Commission to Los Angeles County Labor Relations Commission.

2. Prescribe the following procedure for selection of commission members. Each vacancy on the commission, beginning with the five vacancies to be filled when the commission is first established, shall be filled as follows:

> A nominating committee shall be established composed of (1) three management representatives consisting of the Chief Administrative Officer, the Director of Personnel, and the President of the Los Angeles County Management Council or their designated representatives; and (2) a committee of representatives of certified County employee organizations.

This committee shall submit a list of two nominees for each vacancy to the Board of Supervisors, except that when there is mutual agreement by the nominating parties on a single nominee only that name need be recommended to the Board. Such committee shall meet as necessary to insure that the Board shall receive its recommendations in a timely fashion.

The Board shall make an appointment from the submitted list for each vacancy, unless the Board rejects the nomination. In this event the Board shall request the nominating parties to submit a new list for its consideration.

In the event the parties cannot agree on one or two nominees, the management and union representatives shall each select one member of a special nominating committee. The two members thus selected shall then select a third member. This committee shall recommend one or two nominees for appointment by the Board of Supervisors, except that the Board may reject the list, in which case the Board shall request the special committee to submit a new list.

In the event the special committee cannot agree on one or two nominees, the Board of Supervisors shall then make the appointment, with the requirement, however, that the appointee shall meet the requirements for expertise, impartiality and integrity established in the County Charter.

3. Amend the ordinance as recommended by the Aaron committee to permit the commission to retain outside legal counsel to advise it in a particular matter when the commission feels that advice from the County Counsel could result in a conflict of interest. Require the commission request to be approved by the Board of Supervisors, as recommended by County management.

4. Amend the ordinance to eliminate the percentage limit on management employees and to adopt the word change in the definition of management employee, as recommended by the Aaron committee. Substitute the word "positions" for "employees" in all references to management employee, as recommended by County management. However, any positions now included in

supervisory representational units would be excluded from the definition of management employee.

5. Amend the ordinance as recommended by County management to provide a clear definition of "exclusive representative" and "majority representative and the distinction between the two.

6. Revise the ordinance to adjust it to the proposed charter changes. The principal revisions are: (1) to delete the duties and powers now assigned to ERCOM which are incorporated in the charter as duties and powers of the new commission, and (2) to amend Section 6(c) of the ordinance to read as follows:

> "Negotiation shall not be required on any subject preempted by Federal or State law, or by County Charter, nor shall negotiation be required on rules and regulations prescribed by the County Labor Relations Commission under the provisions of the County Charter, nor on Employee or Management Rights as defined in Sections 4 and 5 above. Proposed amendments to this Ordinance are excluded from the scope of negotiation."

In conjunction with the charter amendments prescribing the duties and powers of the County Labor Relations Commission, the amendment to Section 6(c) of the ordinance outlined in Item 6 above will establish a clear line of demarcation between those areas which are negotiable and those which are not negotiable, as defined in Chapter I. Since the amendment to the charter gives the commission authority to prescribe and enforce rules governing the County's administration of the merit principle and its own administration of the collective bargaining system, these areas will not be subject to negotiation. In addition, employee and management rights as defined in the Employee Relations Ordinance and the proposed amendments to the ordinance are not negotiable.

By this means, we believe, a clear, unambiguous line is drawn between those areas which are negotiable and those areas which are not negotiable. At the same time, we believe an effective working relationship is established between the merit principle and a balanced and equitable collective bargaining system.

REVISIONS TO THE SALARY ORDINANCE

The Salary Ordinance will be revised in the following manner:

1. Establish a compensation plan, including fringe benefits and other perquisites, for County managers separate and distinct from the current salary schedule now used for all County employees, except department heads. The plan may be similar to that recently proposed for 226 top level executives by the Director of Personnel and prepared with the assistance of the Management Council and Sub-Council. It was based on the present E Plan for department heads. Since it was rejected by the Board of Supervisors, more changes may be required to adjust it to the Board's requirements.

2. Determine the positions in the County that qualify as management positions, as defined in the Employee Relations Ordinance. Place these employees under the new compensation plan when it is adopted.

CHAPTER III.

DISCUSSION OF PRINCIPAL ISSUES - THE COMBINED COMMISSION AND THE PREVAILING WAGE CLAUSE

Before discussing the principal issues associated with our recommendations to reorganize the civil service and collective bargaining systems in Los Angeles County, it will be helpful to define some of the terms used in this report and in this discussion.

DEFINITIONS

Employer-Employee Relations System - This term refers to the total system of personnel management and administration in Los Angeles County. It includes the civil service system and the collective bargaining system. The functions of the system include the determination of salaries and employee benefits the maintenance of harmonious employee relations, and all aspects of employee recruitment, assignment, promotion, training, and retention.

Merit Principle - This term refers to the principle of employment applied in public agencies which embodies the requirement that employees be recruited, promoted and retained on the basis of merit, free from political favoritism or any other bias.

As a number of authorities have pointed out, the term "merit principle" should be distinguished from the terms "merit system" or "civil service system." The latter are systems of personnel management administered by civil service or personnel departments in public agencies. These departments perform the typical personnel functions performed by most personnel departments, public or private. Some of these functions involve the merit principle, others do not.

Those functions which are most closely associated with the merit principle are those which involve recruitment, hiring, and promotion. The merit principle emphasizes that decisions in these areas should be based on an objective evaluation of the comparative merit of the individual in competition with other employees. In this manner, according to this concept, the most qualified and capable employees will be selected, promoted and retained, and to that degree the operating effectiveness of the organization will be enhanced.

Civil Service System - In Los Angeles County this term refers to the system of personnel management which is administered by the Personnel Director under the direction of the Civil Service Commission (CSC) in accordance with Article IX, Civil Service, of the County Charter. The system includes all functions involved with the recruitment, assignment, training, promotion and retention of employees. It does not include any function associated with the administration of the Employee Relations Ordinance and the collective bargaining system.

Collective Bargaining System - This term refers to the system of collective negotiations on matters of wages, hours, and other terms and conditions of employment which is administered by the Employee Relations Commission (ERCOM) in accordance with the Employee Relations Ordinance. The Personnel Director, in addition to administering the civil service system, reports and recommends to the Board of Supervisors on those matters relating to the compensation of County employees, and the administration of rules and procedures to be followed to ensure uniform administration in the County's employer-employee relationships.

COMBINED COMMISSION

Are Major Changes Needed? - One of the first questions which might be raised regarding our proposal to reorganize the County's employer-employee relations system is whether the problems affecting this system are severe enough to warrant the major organizational and administrative changes which we recommend. As we pointed out in Chapter I, negotiations under the present Employee Relations Ordinance have been conducted in a relatively orderly and responsible manner. It can be argued consequently, that the present system should not be changed--or at least not changed as extensively as the task force recommends--until the County gains more experience in public sector collective bargaining.

A more cautious approach--for example, adopting the recommendations of the Aaron committee to amend the Employee Relations Ordinance--would give both County management and the unions a chance to develop more experience with- out extensively reorganizing the present system. While it is true that the County and the unions in the past three years have developed considerable experience in working with a collective bargaining system, the question can be raised whether this experience is sufficient to enable them to accommodate effectively to major changes.

Severity of the Problems - Our conclusion--based upon our interviews with County management, union representatives, and members of the two commissions--is that the problems in the present system are extremely serious. If they are not resolved, they will continue to exacerbate the relations between County management, the unions, and the two commissions to the point that any attempt to develop a consensus for reorganization of the present system will become almost impossible. As Henry Fiering, Director of the American Federation of State, County and Municipal Employees, observed in a meeting with the commission task force, "Unless these problems are taken care of, they will grow and

grow until they become unmanageable." Thus, the County will have lost an excellent opportunity to move ahead to establish a truly effective and equitable public sector collective bargaining system.

For example, if the present inequity in the ordinance--that is, the imbalance which allows the County to ignore an ERCOM order to correct an unfair labor practice but requires an employee or his union to comply with a similar order--is not corrected, there is a real danger that the unions will lose confidence in the effectiveness of ERCOM as a hearing body and return to the previous practice of politicking the Board of Supervisors.

We also should not forget the episode which occurred in 1971 when two members of ERCOM resigned in protest over the County's refusal to comply with an ERCOM order. In their letters of resignation, both commissioners pointed out that unless ERCOM orders were complied with, neither the ordinance nor the commission could continue to function effectively and credibly. (See Appendix A, pp. 78-81, for a more detailed report on this episode.)

Thus, the County was faced with a serious dilemma. It had an employee relations ordinance which required an employee relations commission to administer it, but it had no commission to perform this task. It is true, the County could have replaced the two commissioners. However, the manner in which they resigned, and the statements which they issued, would unquestionably have made the task of finding qualified candidates willing to accept the position extremely difficult.

The crisis was averted through the intervention of Supervisor Debs who called a meeting at which County management assured Commissioner Nathanson that it would assist constructively in resolving mutual problems. With this assurance, Commissioner Nathanson rescinded his resignation. Since Commissioner Lennard had indicated his intention to resign anyway because of the pressure of

other matters, his resignation was accepted. By common agreement, Irving S. Heibling Was selected to replace Mr. Lennard.

Nevertheless, while the crisis was averted, the problems which caused the crisis are still unresolved, namely, the overlapping jurisdiction between CSC and ERCOM and the disagreement over the scope of ERCOM's authority. Thus, unless these problems are resolved, there is the clear possibility that at any time in the future a similar crisis may erupt.

It is equally clear that if the compromising and ambiguous roles of CSC and the Personnel Director are not corrected, the prestige of the commission and the relationship of CSC with the unions can only further deteriorate. As we noted in Chapter I, the confidence of union representatives in CSC is already so low that some are now publicly advocating the outright abolition of CSC.

To our mind, however, one of the most serious problems with the present system and perhaps the one most potentially disrupting to future County operations is the growing movement among County managers to join or organize unions to represent their interests. We share completely the concern of the Director of Personnel in his alarm over this situation and in the need to take immediate steps to correct it.

Finally, as we emphasized in Chapter I, we are extremely concerned that if the changes which we propose are not made in the County's present system--particularly those involving the scope of bargaining--the County risks the possibility of State legislation being enacted which will impose a State-wide system on the County.

Our conclusion, therefore, is that action should be taken, and taken immediately, to correct these very serious and threatening problems.

Analyzing the Alternatives - Having reached this conclusion, it then remained to determine which among a number of possible alternatives demonstrated the greatest promise of diminishing or resolving these problems. We believe our analysis in Appendix B indicates clearly that Alternative 5, which incorporates the recommendations contained in this report, including combining the two commissions, provides the most promising means of correcting these problems and at the same time safeguarding the merit principle in County employment.

Advantages of the Combined Commission - Combining the two commissions provides the only means of completely resolving the problem of overlapping jurisdictions between CSC and ERCOM. As long as the two commissions continue to exist, both essentially concerned with terms and conditions of employment, the duplication and conflict between them will continue to occur. From our analysis, therefore, the conclusion is inevitable. The two commissions should be combined.

Equally significant, the proposal also draws a clear, unambiguous line of demarcation between those areas involving the merit principle which are not negotiable and those areas involving terms and conditions of employment which are negotiable. Since the merit principle is not negotiable, we believe there should be little fear that the traditional civil service protections will be weakened under this proposal.

It is true the authority assigned to the new commission is substantial. We believe, however, that if the commission is to function effectively the authority assigned to it must be substantial. With respect to this point, we should note that Superior Court Judge Robert Wenke, in his decision supporting the ERCOM order on the negotiability of caseloads, has ruled that the Employee Relations Ordinance already gives this authority to ERCOM. According to Judge Wenke, as long as ERCOM remains within its jurisdiction, the authority assigned it by the ordinance to issue cease and desist orders means exactly that--cease

and desist. Thus its orders are currently valid and binding on the County. By this interpretation, the task force proposal simply institutionalizes in the charter the authority already assigned to ERCOM in the ordinance.

We should note also that the authority which the charter amendment grants to the new commission is no greater than that which the charter now grants to CSC. CSC, so far as we kuow, has never abused this authority. Similarly, the record shows that ERCOM has performed in a consistently responsible and conscientious manner.

As in the present ordinance, the charter will require that the candidates for the commission must have demonstrated expertise in the field of labor relations and have a proven record of impartiality and integrity. This requirement should guarantee--as much as it is possible to guarantee through legal means--that the commission will operate in a responsible and appropriate manner. Thus, we believe there is little possibility that the new commission will misuse the authority assigned to it.

As explained in Chapter I, the authority of the new commission will be different in two significant respects from that of CSC under the present system. First, unlike CSC, the new commission will not appoint the Director of personnel. This authority will be transferred to the Board of supervisors; the personnel Director will perform his duties solely under the Board's direction. As we said, this change will eliminate a serious problem with the present system, which places CSC and the personnel Director in compromising positions by requiring the director to act as executive officer to CSC.

Second, the new commission--again unlike the CSC--will not be authorized to approve County management actions in administering the procedures governed by the County Charter, the Employee Relations Ordinance, or the rules of the commission. Under the current system, CSC is required to approve procedures

and examinations for recruitment, hiring, and promotion, for new or amended job classifications, for training programs, and for all requests by County departments to transfer, reduce in rank, layoff, suspend or discharge an employee.

This appointing and approval authority of CSC is in reality an executive and administrative responsibility. It is a vestige from the past derived from the traditional civil service concept originally incorporated in the County Charter which designated the commission itself as the official department head of the Civil Service or Personnel Department.

In 1966, however, the voters approved a charter amendment establishing the position of Director of Personnel as a charter officer responsible for administering the affairs of the Personnel Department. With the adoption of this amendment, the role of CSC as executive head became clouded. While the Personnel Director clearly operates in fact as the head of the department, the vestige of the old concept still remains in the appointing and approval authority still assigned to CSC.

Our proposal, therefore, is designed to correct this anomalous situation. The new commission will serve solely as a regulatory and appellate body; it will play no part in the administrative direction of tile Personnel Department. This responsibility will be assigned without ambiguity to the Director of Personnel as the official head of the Personnel Department.

We should also note that in lieu of the protection against unjust actions by County management which employees now receive through the approval authority of CSC, employees under our proposal will be protected through established appeal or grievance procedures, as outlined In Chapter I.

Certainly, under our proposal we many expect problems to arise. We believe, however, the analysis in Appendix B clearly indicates that the prob-

lems and conflicts will be much diminished from what they are under the present system with the overlapping jurisdiction between the two commissions and the systems they administer. It may be, for example, that the dual role of the new commissions in administering both the merit principle and a collective bargaining system may cause some problems, but it is difficult to delineate them. Similarly, the County may have some difficulty finding qualified commissioners interested in administering both a civil service system and a collective bargaining system, but this again does not appear to pose a really serious problem. In fact, since the conflict between CSC and ERCOM is resolved, appointment to the new commission may appear more attractive to persons experienced in employer-employee relations than appointment currently is to one of the two present commissions.

Thus, our conclusion is that the advantages of the proposal far outweigh possible disadvantages. We are therefore convinced that the proposal to combine the two commissions offers the greatest promise of achieving the objectives which we have sought: that is, to establish in Los Angeles County an employer-employee relations system which preserves the merit principle and at the same time provides for a balanced and equitable system of collective bargaining and bilateral decision making.

PREVAILING WAGE CLAUSE

Scope of Bargaining Principle - Our recommendation to delete the prevailing wage clause (PWC) is not made because we think it is clever strategy. We are not attempting to introduce into our proposal a provision calculated to please management becau9e other elements of our proposal may please the unions. On the contrary, we make this recommendation on the basis of the scope of bargaining. principle repeatedly stated in this report. With the exception of the

non-negotiability of the merit principle, we recommend a collective bargaining system which closely approximates that in the private sector, free as possible from arbitrary restrictions on the scope of bargaining. The PWC is a restriction on the scope of bargaining, and its counterpart is unheard of in the private sector. That is the sole reason why we recommend it's deletion.

The Negotiating Process - The PWC issue--like the strike issue which we discuss later in Chapter V--tends to invoke more emotionalism and intensity than it rightfully deserves. Our conclusion is that if the PWC is deleted from the charter, the negotiating process will not be much different from what it is now under the present system or what it will be under our proposed system. Without this clause in the chatter the union representatives in negotiations would still bring forth all possible salary and trend data they could assemble to support their salary demands and their position. The County for its part would do the same to support its position. The essential argument would be on the point of what is a fair salary or fringe benefit. The best measure for determining "fairness" would be data on salaries and fringe benefits paid in both the private and public sectors. This is much the same process that now occurs under the PWC.

The fact is that the County is not severely restricted by the PWC. It is not severely restricted because, (1) it is extremely difficult to determine what the prevailing wage is for any given position in the County, and (2) many positions in the County do not come under the provisions of the PWC.

The Prevailing Wage Clause and the Courts - In regard to the first point, it is true that in a number of cases the unions have been successful in bringing suit against the Board of Supervisors for violation of the PWC. In each case the court supported the unions and ordered the County to pay salary increases retroactive to the beginning of the fiscal year.

The most recent of these cases is reported in Appendix A. (See pp. 77-78.) The case developed during the 1972 negotiations and involved an attorneys' bargaining unit of the Los Angeles County Employees Association. The unit brought suit against the County when the County failed to adopt a fact finders's recommendations for salary raises for all grades in the unit. In a Superior Court decision Judge Campbell M. Lucas issued a decision in May, 1973, stating that since the fact finder's report had been entered into the record, the Board of Supervisors must give it consideration. However, the Judge stated, the Board is not bound by a fact finder's report and can either accept or reject it. He therefore ordered the County to give appropriate consideration to the fact finder's report.

In addition, Judge Lucas found that the Board of Supervisors failed to fulfill its administrative obligations when it accepted--without an appropriate finding and investigation--a statement that attorneys' salaries meet the County Charter requirement to pay prevailing wages.

The landmark case in this area, however, was Walker v. the County of Los Angeles (55 c.2d 626) a case brought against the County in 1958 by a joint action of four employee organizations. The lawyers for the employee charged that, although the County had conducted its customary annual survey, the Board of Supervisors had ignored the findings in the survey by adopting an ordinance which simply continued the wage scales of the preceding year.

The trial court found in favor of the employee organizations. The County appealed the decision, and the Appellate Court unanimously reversed the decision of the trial court. The employee groups then appealed to the Supreme Court, and with one minor change the Supreme Court unanimously sustained the trial court.

The Supreme Court found that the NC requires the County to perform a fact finding function to ascertain prevailing wages in the community. Such a determination must be made in some fashion either before or at the time of adoption of the salary ordinance. The court found that the Board did not consider the facts before it in a reasonable manner and did not make a finding as to what was the prevailing wage. The Supreme Court therefore agreed with the trial court that the Board had acted "arbitrarily and capriciously and was so palpably unreasonable as to demonstrate an abuse of discretion as a matter of law."

However, the Supreme Court stated that as long as the Board of Supervisors considers the facts in some reasonable manner and makes the finding that the recommended rates satisfy the prevailing wage clause of the County, the Board will be acting within the law, and the courts will not interfere. The opinion reads: "The courts will not interfere with the board's determination of whether proposed rates of compensation are in accord with generally prevailing rates unless the `action is fraudulent or so palpably unreasonable and arbitrary as to indicate an abuse of discretion as a matter of law.' (City and County of San Francisco V. Boyd, Supra, 22 Cal. 2d 685, 690.) Such an abuse of discretion was present. here because the board failed to make the mandatory ascertainment under section 47 and therefore the May 27, 1958, salary ordinance was adopted in disregard of the mandatory charter requirement."

The two other cases which the County lost on this issue--in 1963 and 1969--although different in detail, were lost for essentially the same reason. The City of Los Angeles, which also has a prevailing wage clause in its charter, also lost a case under similar circumstances, the Sanders' case, in litigation from 1962 to 1970.

Satisfying the Prevailing Wage Requirement - In a letter to the Board of Supervisors in May, 1971, the County Counsel summarized the issue as follows:

> "Section 47 of the County Charter, as construed by the courts, in essence requires:
>
> 1. That the Board of Supervisors determine, as a result of salary hearings, the wages prevailing in private industry for like employment when the same can be ascertained. Such fact-finding hearings have been termed `quasi-judicial' by the courts and the Board's findings must be supported by evidence produced before it.
>
> 2. Thereafter, the Board must, by ordinance, provide payment of not less than such prevailing wages.
>
> 3. Nothing contained in the courts decisions prevents the Board from using any reasonable and appropriate method of ascertaining prevailing wages or from exercising its sound discretion in determining whether a certain method has adequately reflected prevailing wages or salaries.
>
> 4. Security of employment resulting from the existence of a Civil Service system cannot be considered as a factor in making salary determinations.
>
> 5. The Board may, but is not bound to, consider fringe benefits. If such is taken into consideration the same should be done on a comparative basis with private industry.
>
> With respect to the record made by the Board, I would caution that one, such must leave without question the fact that the Board, from the facts produced before it, is providing wages at least equal to prevailing wages. Secondly, the record should be left clear that the Board's determination is predicated upon factual data presented to it. Lastly, discussions with respect to the fiscal impact of salaries on the County Budget or tax rate, though of understandable concern, impairs the record leaving it suspect to the inference that the Board's determination was predicated upon these factors rather than the facts produced with respect to prevailing wage."

The key point to emphasize here is that the "facts" presented to the Board are subject to an interpretation process which allows the County considerable discretion in satisfying the provisions of the PWC. For example, the Joint Salary Survey (the salary survey which the County conducts in conjunction with Los Angeles City, Los Angeles City School District, and Los Angeles City

Housing Authority) obtains salary data on 61 jobs which have been determined to be comparable to those in the government agencies. Of these 61 jobs, the County considers 41 as comparable to its internal positions. This information, together with additional special surveys which the County itself conducts, constitutes the prevailing wage data which the County uses to meet the requirements of the County Charter.

Using this data, the County then determines the appropriate wage scales for other positions in the County. This is accomplished by ranking the other positions in comparison to the 41 benchmark jobs on the basis of their relative responsibilities and professional, academic, or other requirements, together with such other factors as scarcity of labor supply, internal salary relationships, and past salary history.

While a number of jobs within the County are related fairly closely to the 41 comparable jobs, many others are quite dissimilar. It is clear that, the farther a job within the County is removed in its similarity from the 41 comparable jobs, the greater the discretion the County has in determining that the wage scale set for this position meets the provisions of the PWC.

Even with the 41 comparable jobs themselves, there is no definition in the charter which tells us what in fact constitutes the prevailing wage for these positions. Is it, for example, the average of all wage data collected? Or is it the wage data for the middle position in the wage range? Lacking such a definition, the County has arbitrarily--and quite reasonably--determined that the interquartile range is the prevailing wage range. That is, the middle 50% of wage data collected, with the bottom 25% and the top 25% eliminated.

Therefore, as we have stated, the requirements of the PWC are not as restrictive as has sometimes been charged. Moreover, as we said above in our second point, many jobs in the County are limited to government and therefore

do not come under the requirements of the PWC--such as deputy sheriff, fireman, social worker, probation officer, and animal control officer. Since the PWC applies only to salaries and wages paid in the private sector, these positions do not come under its provisions.

It is interesting to note in this regard that in recent years some of these positions--particularly sheriff and fire positions--have received substantially greater increases than positions which are protected by the PWC provisions.

To conclude, we recommend the deletion of the PWC because it is a restriction on the scope of negotiation which has no place in a collective bargaining system patterned after the private sector. We also subscribe to the view, however, that the PWC is not as restrictive or protective as it has sometimes been described.

CHAPTER IV.

DISCUSSION OF PRINCIPAL ISSUES - THE SCOPE OF BARGAINING

PUBLIC AND PRIVATE SECTOR ORGANIZATIONS

The Opposing Views - In Chapter I we described the opposing views of County management and employee representatives on the scope of bargaining. Employee representatives tend to minimize the difference between private and public sector organizations. They argue therefore that collective bargaining in the public sector should be patterned after that in the private sector. It follows, they assert, that the phrase "terms and conditions of employment" means that scope of bargaining should be no more limited in the public sector than in the private.

Conversely, County management asserts that fundamental differences in the operation of private and public sector organizations require that it retain greater managerial discretion. These differences, it notes, necessitate that the scope of bargaining be defined in such a manner that certain specific items involving management's right to manage be clearly identified as non-negotiable in the Employee Relations Ordinance.

The Real Question - It is undoubtedly true that the development of large publicly owned corporations in the nineteenth century and in this century the development of philanthropic foundations, government sponsored but privately operated think tanks, and other non-profit corporations has considerably "blurred" the distinction between private and public enterprise.

Harlan Cleveland, in his recent book, The Future Executive, analyzes this growing trend. "It is already true in the United States," he observes, "that the line between `public' and `private' can no longer be drawn between

government and private enterprise, because all private enterprise has some degree of public responsibility--the larger and more complex the enterprise, the more public responsibility it is expected to carry." (The Future Executive, Harper & Row Publishers, New York, 1972, p. 48)

Private foundations and nonprofit corporations, Cleveland points out, perform many public functions; and public agencies, on the other hand, contract out many public functions to private organizations. In high risk areas where private organizations operate at the forefront of technological or social innovations--such as, aerospace, defense, atomic energy, communications, housing and urban development--private enterprise and government have worked out a working partnership which is neither wholly private nor wholly public. (The Future Executive, pp. 55-59)

Yet, while it is clear that this "blurring" between private and public operation has occurred in a number of areas, we cannot agree with employee representatives that as a general conclusion it is accurate to state that there are only minor differences between the operations of private and public sector organizations. The distinctive features of public organizations and their mode of operation--in particular, management by elected officials, lack of profit as a measure of performance, and the non-competitive nature of government services--we believe reflect undeniable and significant differences.

Nevertheless, although we agree with County management that there are major differences in the operation of private and public sector organizations, it does not follow that these differences in mode of operation automatically require differences in the scope of bargaining. To establish the validity of this view, one must demonstrate that the differences in operation affect the capability of public sector management to bargain as effectively

with unions am does private sector management. The real question then is not that there are differences between public and private sector organizations but rather what impact do these differences have on the capability of the contending parties to bargain in an equitable and effective manner.

Thus, if the view of County management is valid, it must be demonstrated that the differences between public and private sector organizations weaken the bargaining position of County management. Therefore, in order to maintain a balanced and equitable bargaining system, management rights must be clearly identified and protected by law, and effective restrictions must be placed on the scope of bargaining to ensure that these rights are not bargained away.

In the following sections we discuss what we believe to be the fundamental areas of difference between private and public sector organizations. We then analyze these differences to determine what, if any, influence they may have on the negotiating process. Finally, on the basis of this analysis, we discuss the conclusions which we have reached with respect to the scope of bargaining in Los Angeles County and which we have incorporated in our recommendations.

The Position of County Management - Before taking up this discussion, however, we should note that while our recommendations reflect a more liberal approach to this issue than that advocated by County management, we do not criticize the conservative position which County management has adopted with respect to the operation of the new collective bargaining system.

As we noted in Chapter I, the establishment of this system has been a pioneering effort in an essentially untried field. All public agencies are wrestling with the problems of public sector labor relations. Tested and proven solutions to many of these problems have by no means been established. Thus,

in this new field, we believe County management has taken a properly conservative and responsible position. That is, it has refused to agree to any change in the operation of the system which in its view may undermine the capability of management to represent effectively the interests of County government, and to that degree, the interests of the citizens who receive its services and pay its cost.

DIFFERENCES BETWEEN PUBLIC SECTOR AND PRIVATE SECTOR ORGANIZATIONS AND THEIR EFFECT ON THE NEGOTIATING PROCESS

Elected Public Management and Appointed Private Management - In both the public and private sectors unions derive power from their status as organizations representing the interests of employees at the bargaining table. Regardless of the differences in the use and application of this power--for example, the ability of the union to use the strike as an economic weapon--unions in the public sector, as in the private sector, acquire power and influence to the degree that they effectively represent employee interests and receive employee allegiance.

In addition, however, unions in the public sector enjoy two additional sources of power and influence in their relationship with management. Both of these sources of power relate directly to the fact that management in the public sector is composed of elected officials. As elected officials, they must be concerned with attracting and maintaining financial and working support in their election campaigns.

Obviously, one such source of support is the unions. Thus the unions are in a position to exert political pressure on public management through their ability to provide both financial and working support in the campaigns of elected officials, or conversely, withholding their support and opposing a given candidate. (It should be noted in this Context that although federal

law prohibits unions to contribute to election campaigns, there is no similar prohibition at the State and local level in California. Even at the federal level, unions may endorse candidates, and union members themselves may make donations to and work in the election campaigns of candidates.)

In addition, however, the unions enjoy a second source of power in the public sector. This derives from the fact that union members in a public organization are not only employees; they are also constituents. Thus, they have a voice in determining who their elected managers are to be. In Los Angeles County government, for example, there are approximately 48,000 union members. Clearly, these members, together with their families, relatives, and friends, constitute a sizeable constituency which has the potential to play a significant role in the election of any member of the Board of Supervisors.

Moreover, since the majority of unions in the County are affiliated with the County Federation of Labor, AFL-CIO, a Board member who displeases the County unions can quickly find himself facing the opposition of the entire federated labor movement in Los Angeles County. Thus, the Board of Supervisors, as is any elected public management, is exposed to a considerable extent to the political power and influence of the unions and their members.

Private sector management, in contrast, is appointed either by the owners of the firm or a board of directors, a process in which the unions typically have little participation. Appointed managers, therefore, unlike elected managers, are relatively immune from the political pressures of union organizations.

In addition, because of the political pressures which unions in the public sector may bring upon elected officials, the appointed managers in the public sector who are delegated the responsibility to conduct negotiations are

also placed in a more exposed and vulnerable position than their private counterparts. If their elected superiors, because of political pressures exerted by unions, instruct these managers to adopt an especially favorable position toward the unions in negotiations, they are in no position to object, regardless of what their own convictions may be.

In contrast, the managers responsible for negotiations in the private sector are generally in an established and a secure position and have no need to fear that the union can bring any kind of political pressure on their superiors.

Public Service and Private Profit - The private sector manager has the distinct advantage 6f using profit as a measure of performance. It is true that the profit figure shown on a particular income and loss statement may reflect a good deal of interpretative manipulation and judgmental decision-making. Thus, it is not necessarily a precise measure of how well a given organization is functioning.

Nevertheless, the requirement in the private sector that a profit must be returned over the years in a reasonably consistent manner in order to stay in business is a real fact of economic life, and both parties understand it. Consequently, management in the private sector has this measure available in the bargaining process and may be able to use it effectively if union organizations take extreme or unreasonable positions.

In contrast, it is difficult for public sector managers to measure the performance of a mission which was established as public policy and mandated by law. At best, the public manager must weigh and balance the benefits derived from the costs incurred, together with the use of such relatively uncertain and subjective measures as the reaction of various interested sectors of tile community or of the public at large. The moderating

effect which the profit requirement may have on union demands and union militancy consequently does not operate in the public sector.

Public Sector Monopoly and Private Sector Competition - The services of public organizations are fixed by statute and financed through tax structures. The taxpayers cannot refuse to buy these services nor can they lawfully refuse to pay taxes; that is, public sector organizations, as many authorities have pointed out, operate essentially as monopolies. Consumers of public services have little or no alternative sources for these services.

In contrast, most private sector organizations typically operate in a competitive market. If union demands force them to increase the price of their products or services, they may find themselves in an uncompetitive situation, which can only lead eventually to bankruptcy and failure. Both the unions and management know this. Thus, like the profit measure, this economic reality has a moderating influence in the negotiating process. Again, this or a similar influence does not operate in the public sector.

Public Interest Groups and Private Stockholders - We have noted that unions in the public sector may exert political influence on elected officials by providing campaign support or withholding it. It is equally true that other interest groups may do the same thing--business firms, Chambers of Commerce, taxpayer associations, professional associations, consumer groups, and certainly not the least these days, environmental organizations.

The officials of neighboring governments may also show a strong interest in what their sister government is doing, particularly in setting salary rates, since these rates may have a strong bearing on what their own employees may request. In Los Angeles County, in particular the contract cities, which receive the bulk of their municipal services from the County on a contract basis, have repeatedly demonstrated an intense interest in the

negotiation of County salary rates and fringe benefits. This interest is easy to understand, since the results of these negotiations directly affect the price of the services they receive. Similarly, the independent cities which provide the majority of their municipal services themselves, are also interested, since the County rates strongly affect their own salary determinations.

These community groups, like the unions, can also muster a substantial amount of financial and working support for candidates in election campaigns. Since the interests of these groups may not agree with those of the unions, and in fact are most likely not to agree, they offer a strong counterbalancing force to the power and influence of unions. Thus no elected official can safely ignore the views and interests of these community groups or allow himself to be "influenced" solely by the unions. These competing "publics" therefore act as a powerful moderating constraint on the power and influence of unions in the negotiating process.

In the private sector a somewhat similar function is performed by the stockholders of a corporation. However, stockholders, as with the well-known gadflies, tend to produce more noise than concrete results. Typically, they are poorly organized. Consequently, if management is reasonably persuasive, there is generally little criticism or protest over what management has done. Thus, in general, the stockholders of a corporation in the private sector exert far less influence in the negotiating process to counterbalance the power and influence of unions than do the community interest groups in the public sector.

Public Disclosure and Private Seclusion - Perhaps the most significant of all differences between public and private sector organizations is that elected managers must operate in a "fishbowl" of democratic processes. Since

all of their decision-making is under constant public scrutiny, they are very much subject to the counterbalancing pressure of the public interest, where this interest may be interpreted as different or contrary to that of the unions.

In contrast, the decision-making of private sector managers is usually made in relative privacy. As a result, lacking the constraint of an active and critical public, the private manager may decide that the more expedient action is to raise prices rather than challenge the power and influence of the unions. In the public sector, on the other hand, as Harlan Cleveland points out, "The opinion of people-in-general is ultimately consulted (sometimes much too late, to be sure) by counting votes in a general election or in a legislature. . . . But in private enterprise, profit and non-profit, the public interest is not authoritatively determined. The public interest is what the managers think it is--unless they so outrage their relevant publics that they bring government regulation on themselves." (The Future Executive, p. 52)

The voters and taxpayers, therefore, operate in the public sector as a major constraint on the power and influence of unions in the negotiating process. The effectiveness of this reaction by the public was dramatically illustrated in the 1972 State election, when the voters overwhelmingly defeated two State measures sponsored by the California State Employees Association. Both measures were designed to augment the power of State employees to ensure that they receive wage increases each year comparable to those of any other public agency in the State. Despite a massive and heavily financed campaign--the Association reported expenditures of over $2,lOO,OOO--both measures were overwhelmingly defeated by the voters.

PUBLIC AND PRIVATE SECTOR DIFFERENCES AND THE SCOPE OF BARGAINING

Constraints in Both Public and Private Sectors - Clearly there are

differences between public and private sector organizations. The significant point, however, with respect to the issue of scope of bargaining, is that strong constraints exist in the public sector, as well as in the private, which limit the power and influence of the unions to dominate and exploit the bargaining process to their particular advantage. While the constraints are different in the two sectors, it is difficult for us to discern that the constraints which operate in the public sector (e.g., the competition of community interest groups and constant public scrutiny) are substantially weaker than those which operate in the private.

County management takes the position that because of the differences between the public and private sectors, two functions in particular--the determination of workloads and the classification of positions--must be restricted from the scope of bargaining. We do not agree, since our analysis, as we have indicated, does not support the County's conclusion. That is, that the differences in public sector operation weakens the bargaining position of County management to such a degree that the scope of bargaining must be kept much more restricted than it is in the private sector in order to maintain a balanced and equitable bargaining system.

Consequently, with the exception of the merit principle, we see no need to place restrictions on the scope of bargaining which experience in the private sector has determined to be unwarranted and impractical. Thus, contrary to the position of County management, our recommendations include caseloads and job classifications as proper subjects for negotiation.

The Caseloads Issue - As of this writing, the Director of Personnel has for the second time proposed that the Employee Relations Ordinance be amended to specify that the determination of caseloads is a management right and therefore not negotiable. This recommendation was contained in a letter

submitted to the Board of Supervisors on September 6, 1973. Since the courts have ruled that under the terms of the ordinance caseloads are negotiable, the Director of Personnel is asking the Board to change the ordinance specifically to exclude caseloads as a negotiable item.

After conducting three separate hearings on the issue, at which County management and union representatives presented their arguments for and against the amendment, the Board of Supervisors voted to continue the matter for four weeks until the meeting of October 30. (See Appendix A, pp. 102-107, for a detailed description of the management and union arguments.) On October 30, however, the Board split two to two on the issue (one supervisor being absent), with the indication that it will take no action on the matter until it receives the Economy and Efficiency Commission report.

As we have discussed in Chapter I, if the Board subsequently approves this amendment, it is certain that the County will still face more litigation on this issue. In arguing against the proposal, the union representatives stated that the California Appellate Court in its decision on the negotiability of caseloads ruled that both State law--the Meyers-Milias-Brown Act--and the ordinance require that caseloads be negotiated.

Thus, if the Board approves the amendment, this issue will continue to be the subject of further litigation and opposition between County management and the unions.

The Job Classification Issue - While County management and the unions continue to be in sharp opposition on the issue of caseloads, they appear to be moving toward agreement and resolution on the second major issue involving scope of bargaining--the negotiability of job classifications. Thus, although the County refused to comply with an ERCOM decision ordering it to negotiate job classifications on 145 positions in the equipment maintenance

series, it has in fact consulted closely in the past two years with the concerned unions in conducting two major classification studies. In early 1972 the County conducted a study of approximately 250 positions iii the operating engineers series. These included the basic classifications of stationary engineer and apprentice in addition to all represented supervisory positions. In conducting its study the Personnel Department reviewed its findings with the Operating Engineers Union, Local 501, and reached agreement with the union before presenting its recommendations to the Civil Service Commission, as the County Charter requires.

Similarly, in a two year classification study affecting 3,000 hospital workers, which was completed early this year, the Personnel Department reviewed its findings with the two concerned unions--the County Employees Union, Local 434, and the California Nurses Association. Again, after reaching agreement with the unions, the Personnel Department presented its recommendations to the Civil Service Commission, with the support and approval of the unions.

It is true, the County still maintains the official position that it meets and confers with the unions--as both State law and the Employee Relations Ordinance require--but does not negotiate with them. Nevertheless, the issue as to whether job classifications are negotiable, at least as regards major reclassification studies, appears to be moving toward a resolution mutually agreeable to County management and the unions.

Preservation of the Merit Principle - While we believe that collective bargaining in the public sector must inevitably follow the pattern long established in the private sector, we also believe that one major difference between the two sectors must be clearly recognized. Unlike the private sector, there is a clear need in the public sector to ensure that the examination

process for recruitment, selection and promotion of employees be securely safeguarded from political encroachment. The tremendous pressure which a political campaign places upon elected officials to seek any means of acquiring support, would quickly guarantee a return to the use of political patronage--the promise of a job or a promotion in return far campaign contributions or work--in Los Angeles County, or any other public agency, if it is not legally prohibited.

Thus, under our proposal, the new commission is designated as the watchdog agency to guarantee that the merit principle is maintained in those areas where political patronage is most likely to occur, namely, in recruitment, selection, and promotion. In these areas the rules of the commission are not subject to negotiation. This is the one major difference in the scope of bargaining which we firmly believe must be maintained between the public and private sectors.

The Benefits of Negotiation - The negotiation of such items as caseloads and job classifications may create difficulties for County management, as well as prolong decision-making. It should also be noted, however, that this type of bilateral decision-making also generates certain advantages. First, it may work quite effectively in improving employee motivation and morale. Most of us prefer taking part in decisions affecting our welfare. Few of us enjoy having such decisions handed down to us ready-made by higher authority.

Second, and perhaps more important, the decision-making process itself may be improved with inputs and knowledge from workers which were not previously available to it. Employees on the firing line, confronted daily with the problems affecting their responsibilities, can make valuable contributions to correcting those problems and improving the capability of the

organization to perform effectively and to render improved service.

Finally, as a number of authorities have pointed out, employees who are treated as responsible human being. and who are expected to contribute to the decision-making process, are very likely to treat anyone they serve in an equally responsible and courteous manner. In a public agency, whose only product is service to the public, this result of the negotiating process and bilateral decision-making can take on particular importance.

For these reasons, almost all authorities on organization theory now espouse the cause of participative decision-making in large organizations. According to this concept, the more employees are consulted with and take part in the decision-making processes, the better for the health and effectiveness of the organization. Thus, to look upon the negotiating process as a kind of inevitable bother, as well as usurpation of management's proper rights, ignores the positive advantages which the negotiating process may generate. In an appropriately balanced and equitable system of collective bargaining, these advantages should be realized. As we noted in Chapter I, to recommend such a system is a major purpose of this report.

CHAPTER V.

DISCUSSION OF PRINCIPAL ISSUES – UNION SECURITY AND THE RIGHT TO STRIKE

UNION SECURITY

The Union Shop and the Agency Shop - Employee organizations have proposed that the present Employee Relation. Ordinance be amended to permit or require some form of union security modeled after either the Taft-Hartley union shop or the agency shop. This proposal was made to the consultants' committee, headed by Benjamin Aaron, which the Board of Supervisors appointed in November, 1971, to study and recommend possible amendments to the Employee Relations Ordinance. This same committee had also drafted the ordinance approved by the Board in 1968. (See Appendix A, pp. 87-101, for a complete description of the committee's recommendations.)

In it's discussion of the union proposal, the committee report explains that the union shop is an arrangement under which employees in a bargaining unit must join the union certified as the exclusive bargaining representative within 30 days of their initial employment or the effective date of the union shop agreement, whichever is later. The agency shop is similar but does not require employees actually to join the union. They are required, however, to contribute their share of the costs of collective bargaining by paying to the union an amount equivalent to the initiation fee and monthly dues paid by union members.

In terms of entitlement to employment, the committee observed, the two types of provisions are the same. Under both of them no employee can be lawfully deprived of his job or otherwise discriminated against because he either refused to join the union or was suspended or expelled from membership,

so long as he has paid the equivalent of an initiation fee and regular monthly dues.

The committee then stated, "It is our considered opinion that the cause of democracy at the work place is best served if employees are free to decide whether or not they wish to join a particular employee organization or any such organization. On the other hand, we believe with equal conviction that collective relations are weakened and unfairly hampered if some employees reap the benefits gained by the recognized bargaining agent without paying their fair share of the costs. We have no sympathy for `free riders' and discern no interest they assert that is worthy of protection. In principle, then, we strongly favor the agency shop or its equivalent."

The committee pointed out, however, that the present State law is not clear as to whether public employers and employee organizations may legally negotiate binding agreements of this kind. The committee said, therefore, it favored a clarification of the law to make such arrangements legal. In the meantime, it declined to recommend any change in the ordinance in this regard.

The task force agrees with the Aaron committee that the State law should be clarified to determine whether public employers and employee organizations may legally negotiate binding agreements establishing an agency shop or its equivalent. This subject, therefore, is not mentioned in our recommendations. We do wish, however, to comment on this issue.

The Principle of Freedom vs. the Principle of Responsibility - We agree with the Aaron committee that the cause of democracy at the work place is best served if employees are free to decide whether or not they wish to join a particular employee organization or any such organization. In any society where individual freedom of thought and action is valued, a system which forces or coerces employees to join an employee organization against

their will is abhorrent. However, as the Aaron committee indicated, one must ask whether this restriction on individual freedom is more abhorrent than the violation of individual responsibility which occurs when some employees do not pay their fair share of the cost of being represented by a certified bargaining agent. Thus, viewed from an ideological point of view, we have two principles of social action, both of which appear to have strong validity in themselves, but which also, unfortunately, contradict each other.

The Practical Question - There appears to be no way to resolve this dilemma on an ideological level, and this perhaps is why the argument over this issue has so often proved futile. One can argue with equal validity for the principle of freedom or for the principle of responsibility, and the choice one makes is probably largely dependent upon how one regards unions and their activities. To resolve this issue, therefore, it would appear that the best approach is to abandon ideology and to look at the problem rather from a practical or utilitarian point of view. On a purely practical basis the question to ask, then, is which principle offers the best chance of achieving a stable, equitable, and responsible collective bargaining system. We believe the answer is a system which ensures reasonable membership security for unions. This would be the agency shop or its equivalent.

Thus, while we give full credence to the fact that this principle violates the contradictory principle of freedom from coercion to join an employee organization, or at least to pay an equivalent initiation fee and dues, it frees the union from a continual hassle in maintaining membership. There is ample evidence in the history of labor relations in this country that a union which must continually struggle to maintain its membership and to campaign continually for new members is likely to be as belligerent and extreme as it is insecure. Therefore, viewed from a utilitarian point of view, the

agency shop or its equivalent appears to be the best solution to the problem of union security. Consequently, we agree with the Aaron committee that when the State law is clarified with regard to this issue, an agency shop or its equivalent should be considered an appropriate subject for negotiation in Los Angeles County. By this means the employees themselves will have a voice in determining whether an agency shop or some other alternative is going to be imposed upon them or not.

THE RIGHT TO STRIKE

The Prohibition Against Strikes in the Public Sector - Strikes by government employees are prohibited by federal law and by laws in all but four states. In California there is no specific law which prohibits government employees from striking. However, under the present State statute, employees in the private sector are specifically granted the right to strike, whereas government employees are not. This omission has been interpreted by California courts as a continuing common law prohibition against strikes in the public sector. Since the State law thus preempts the issue, we have not mentioned it in our proposals.

However, we would like to comment on the issue, since it has been the subject of considerable public debate, particularly with respect to the Moretti Bill, which was introduced into the legislature this year, and which contains a provision allowing public sector strikes under certain conditions. While the bill passed the Assembly, it has not passed the Senate, and may not pass. Yet, it is certain that it or similar legislation will continue to be proposed in coming years. It is particularly important, therefore, that the public understand the issue. To date, unfortunately, it appears to have generated more emotion than understanding.

The Trend to Liberalize Present Statutes - All authorities agree that there should be effective legislation and legal procedures designed to prevent or quickly end any strike which endangers the public health or safety, whether in the public or the private sector. On the other hand, the rationality of legislation which prohibits strikes in all areas of the public sector and allows them in all areas of the private sector is coming under increasing question. Since 1969, for example, four states--Montana, Vermont, Hawaii, and Pennsylvania--have passed limited right to strike statutes for public employees.

Reasons for the Trend - There are three principal reasons for this trend. First, as a number of authorities have pointed out, the legal prohibition against strikes does not prevent them from occurring, and in fact in today's collective climate appears to have almost no effect in preventing them. As the report of the Western Assembly on Collective Bargaining in American Government points out," . . . any category of employees, whether in the private or public sector and regardless of their function, will strike if they feel sufficiently aggrieved." (California Public Employee Relations, CPER Series No. 13, June 1972, p. 16) Thus, although strikes by government employees are prohibited by federal law and by all but four states, the number of strikes in the public sector has been increasing at a dramatic rate.

According to the California Assembly Advisory Council, which prepared the Moretti Bill, in 1958 there were 15 work stoppages by public employees, involving 1,720 workers and 7,250 man-days. In 1968 there were 254 strikes involving 202,000 workers and 2.5 million man-days. The National League of Cities and the National Association of Counties reported that every three days in the first two and one half months of 1970 the employees of an American city went on strike. (Report and Proposed Statute of the California Assembly

Advisory Council on Employee Relations, March 15, 1973, p. 198)

Even when the law imposes severe penalties on the employees and the unions involved, as with the Taylor Act in New York, the threat of fines and imprisonment has not been effective. Rather, not only have such laws forced employees and unions into breaking them, but have resulted in government agencies also breaking the law, or at least bending it, by agreeing to waive the penalties imposed by the law on striking employees in order to achieve an end to the strike.

Second, prohibiting all public sector employees to strike causes serious inequities in the treatment accorded these employees and those in the private sector. For example, transit workers in New York do not have the right to strike, since they are public employees. Transit workers in Washington, on the other hand, have this right because they are employed by a private firm. There are private-owned public utilities and public-owned public utilities. Employees of the former may strike; employees of the latter may not. There are private hospitals and public hospitals, public schools and private schools; public museums and private museums; public recreation facilities and private recreation facilities; public zoos and private zoos; municipal garbage and rubbish collection, and privately contracted rubbish and garbage collection. (See Robert G. Howlett, "lmpasse Resolutions and Strikes," in California Public Employee Relations, CPER Series No. 12, March 1972, p. 29)

In each case, doing much the same work with much the same impact on public convenience, health, or safety, the private employees have the right to strike. The public employees in the federal government and in all but four states do not.

Third, authorities point out that it is the grossest misconception to generalize about the essentiality of all government services in contrast to

the non-essentiality of private services. A strike, as we all know, among the larger airline companies can cause far more public inconvenience than a strike by employees in many areas of government. As Arvid Anderson, Chairman of the Office of Collective Bargaining in New York City, has observed, "A strike of clerks employed by a state historical society cannot possibly have the impact upon the public employer that a strike of policemen could have. Likewise, strikes by private hospital employees or employees of a private public utility are legal and pose a far greater threat to the public health and safety than would a strike by city park attendants." ("A Survey of Employment Relations in the Public Service," in Organization and Collective Bargaining in Public Employment, Institute of Industrial Relations, University of California, Los Angeles, February 1967, p. 13)

Certainly, a strike by the sheriff or fire personnel in Los Angeles County would constitute a serious threat to the safety of the County's citizens. As we have noted, however, the legal prohibition against strikes does not prevent them.

Therefore, we believe that effective legal machinery--easily invoked impasse procedures, for example--must be available to prevent or quickly end strikes which endanger public health and safety. Where such danger is clearly not present, it would appear legitimate to ask, in the interest of equal treatment under the law, why government employees should not have the same right to strike as do their counterparts in the private sector.

Strikes and Collective Bargaining - Moreover, as the experience in Los Angeles County demonstrates, the most effective means of avoiding strikes is the establishment of a balanced and equitable collective bargaining system which provides for appropriate machinery for negotiating differences and for resolving impasses through fact finding, mediation, and arbitration when they occur.

As we pointed out in the preface to this report, employee dissatisfaction with the old paternalistic "meet and confer" system in the County culminated in 1966 in a series of strikes, walkouts, and work stoppages. In contrast, with the development of a collective bargaining system, and despite the problems that have developed in this system, there have been no strikes and only one or two brief work stoppages.

The Right to Strike and the Merit Principle - We have emphasized in this report our belief in the extreme importance of maintaining the merit principle of employment in County government. This principle, as it is incorporated in the rules and regulations of the civil service system, has effectively prevented the establishment of spoils in County government. However, while the civil service system in Los Angeles County, as in many public agencies, has prevented political patronage, it does not always operate effectively in a positive manner to reward or promote employees who perform well and to discipline or discharge employees who perform poorly.

As the National Civil Service League has stated in its latest revision of A Model Public Personnel Administration Law, these systems have been so intent on protecting the public from the ravages of the spoils system, they have become overly protective and negative. Rather than promote merit, they tend to protect mediocrity. Similarly, the Municipal Manpower Commission reported in 1962, "The patronage systems of some cities and a number of urban counties are dangerous anachronisms; rigid, negative, over-protective independent civil service systems have also become obstacles to attracting and utilizing high caliber people. In both systems, merit is neither the goal nor the result." (Governmental Manpower for Tomorrow's Cities, a report of the Municipal Manpower Commission, McGraw-Hill Book Company, 1962, pp. 26-7)

This tendency among civil service systems to develop overly protective

and rigid personnel policies has unquestionably helped to nurture what we believe to be an especially irresponsible and detrimental concept about government employment. This is the concept that government employment should be considered a privilege. According to this concept government employees, because of tRe protection accorded to them through civil service regulations, enjoy a privileged status. They, therefore, are not entitled to the further privilege of the right to strike.

As we have stated, we see no reason why government employees should not have the right to strike, provided effective legal machinery is available to prevent or quickly end strikes which endanger public health or safety. We wish to state, therefore, as emphatically as we can that we do not believe that government employment should be considered as a privilege or sinecure. This, we believe, is an antiquated and deleterious notion which deserves absolutely no consideration in the operation of government agencies today.

If we expect government to operate effectively and responsibly, we must demand that government employees be measured and rewarded on their ability to perform. Hence the greatest need in Los Angeles County and in other government agencies is the establishment of a truly effective system of merit employment, that is a system which impartially and accurately evaluates employee performance and on this basis rewards and promotes employees who perform weil and disciplines and discharges employees who perform poorly.

Establishing such a system in any organization is a difficult task; in a government agency with a long tradition of civil service protectionism it is particularly difficult. Yet, if our elected representatives are concerned about improving the operation of government and the level of government service, this is a task which clearly is one of the most important which they can undertake.

APPENDIX A

DEVELOPMENT OF COLLECTIVE BARGAINING IN LOS ANGELES COUNTY GOVERNMENT

I. ESTABLISHMENT OP A CONSOLIDATED PERSONNEL DEPARTMENT AND COLLECTIVE BARGAINING SYSTEM

Charter Amendments - In July, 1966, the Economy and Efficiency Commission submitted a report to the Board of Supervisors recommending a major reorganization of the County's personnel functions. At that time the County Charter designated the Civil Service Commission as the official head of the Personnel Department. Responsibility for salary and wage administration, however, was assigned to the Chief Administrative Office and therefore operated separately from the personnel functions under the commission. The E & E Commission recommended that these functions be consolidated and that the position of Director of Personnel be established as a charter position with responsibility for administering all centralized personnel activities.

The commission also recommended that an Employee Relations Division be established in the new Personnel Department, "with responsibility for management-employee relations, including negotiations with employees to develop joint recommendations on salary rates and working conditions for final decision by your Board." (County Personnel Organization and Administration, July 26, 1966, p. 9)

The Board of Supervisors approved these recommendations and submitted them as a charter amendment to the voters in the November, 1966, general election. The voters approved the amendment by a large majority. The new department was immediately established under the direction of Gordon Nesvig as Director of Personnel. Before discussing the operation of

this department and the development of the employee relations function, we should explain briefly its relationship to the civil service system and the Civil Service Commission.

Civil Service System and the Charter Amendment - A three-member Civil Service Commission appointed by the Board for six-year terms was created by the County Charter in 1913. Charter Section 34 mandates in part that the commission ". . . shall prescribe, amend and enforce rules for the classified service, which shall have the force and effect of law . . . " The commission has promulgated comprehensive rules implementing this mandate. The commission decides appeals in matters such as discharge and reduction, examination, performance evaluation, classification of positions, and promotions.

Charter Section 31, as amended in 1966, mandates in part, "The Commission shall appoint the Director of Personnel who shall administer the Civil Service system under the direction of the Commission." Under this section of the charter, the Director of Personnel is responsible to the Civil Service Commission for administering programs of position classification; of recruitment, selection and promotion of employees; and of performance valuation, training, and discipline.

On the other hand, in line with our commission's recommendation to consolidate all personnel functions and in addition establish an employee relations function, Section 22 3/4 was added under the same amendment to the charter. This section prescribes that the personnel functions will be consolidated and that on all matters involving the County's employer-employee relationships--that is the collective bargaining procedures lying outside the scope of the Civil Service Commission jurisdiction--the Director of Personnel shall perform these functions under the direction of the Board of Supervisors,

not the Civil Service Commission.

The problems created by the interpretation of these charter sections (Sections 22 3/4. 31 and 34), as they relate to the overlap and duplication between the civil service and collective bargaining systems are discussed in Chapter I and later in this Appendix.

Development of the Employee Relations Ordinance - Shortly after the establishment of the consolidated Personnel Department in late 1966, Mr. Nesvig, in accordance with the charter amendment, organized the Employee Relations Division as a major function of the new department. The first task given the division was to develop an employee relations ordinance setting forth the procedures and ground rules for a collective bargaining system. This task proved to be long and difficult. Department management and union representatives met and debated over the provisions which should be included in the ordinance. After two years of such meetings and numerous proposed drafts of the ordinance the contending parties were still unable to reach agreement.

Confronting this impasse, the Board appointed a consultants' committee of three labor relations experts--Benjamin Aaron, Professor of Law and Director of the Industrial Relations Institute at UCLA; Howard Block, a professional arbitrator and attorney; and Lloyd Bailer, a professional arbitrator and economist.

This committee drafted an ordinance which was adopted by the Board in September, 1968. This Employee Relations Ordinance (No. 9646) provides for the establishment of employee representation units and election procedures to determine which union will represent each unit; establishes grievance procedures; enumerates unfair employee relations practices; and provides for mediation, fact finding and arbitration in the event of impasse in negotiating

an agreement (called an interest dispute) or in the settlement of a grievance under an agreement (called a rights dispute).

The ordinance created an Employee Relations Commission (ERCOM), consisting of three members appointed by the Board for staggered three-year terms. Principal duties of ERCOM mandated by the ordinance are:

> (1) To determine in disputed cases or otherwise to approve appropriate employee representation units.
>
> (2) To arrange for and supervise the determination of certified employee representatives of these units by means of elections or otherwise.
>
> (3) To decide contested matters involving certification or decertification of employee organizations.
>
> (4) To act upon request for mediation, fact finding or arbitration of disputes over negotiation of agreements or grievances under agreements.
>
> (5) To investigate charges of unfair employee relations practices or violations of the ordinance, and to take necessary action, including but not limited to issuance of cease and desist orders.
>
> (6) To conduct investigations, hear testimony, and take evidence under oath at hearings on any matter subject to its jurisdiction.

Clearly the authority and responsibility of ERCOM as set forth in the ordinance are central to the effective administration of the County's collective bargaining system. This point was emphasized in particular by the consultants committee in drafting the ordinance. "How well the Commission will be able to perform its assigned duties will depend initially on a number of factors. . ." their report stated.

First, they said, "the Commissioners should be men of high integrity, with established reputations as experts in the field of employee relations." For this reason the ordinance prescribes a procedure for appointment of commissioners, participated in by both management and unions, which is designed to

eliminate as much as possible the influence of any political pressure.

Second, the report stated, "the Commission itself must be absolutely independent and free, within the limits of the laws, to establish policies and procedures which in its informed Judgment will best effectuate the policies of the ordinance."

Third, the consultants said, "the Commission must have broad latitude in developing its policies and regulations. Its usefulness would be seriously damaged, if not totally destroyed, by provisions in the ordinance fettering in advance its capacity to deal with a variety of novel and perhaps unanticipated problems." (An Employee Relations Ordinance for Los Angeles County--Report and Recommendations of the Consultants' Committee, July 25, 1968, pp. 12-13)

This last point, as we noted in Chapter r, involving the scope of the commission's authority has developed into a critical area of controversy between management and the unions. The controversy seriously threatens the continued effectiveness of the ordinance in maintaining good faith employer-employee relations, in preventing political end runs to the Board of Supervisors, and in avoiding strikes.

II. PUTTING THE NEW SYSTEM INTO EFFECT

Employee Representation Units - In the first year under the ordinance the commission spent most of its time conducting hearings to determine appropriate employee representation units. According to the ordinance, these units were to be established on the basis of community of interest among the employees in the unit and the effect of the unit on sound employee relations. After each unit was established the commission then scheduled an election in which the employees in the unit determined which union they wanted to represent them.

The County now has 51 employee representation units, represented by 15 union groups. The majority of employees are represented by unions affiliated with the County Federation of Labor, AFL-CIO, including the Los Angeles County Employees Association, Local 660; the Social Services Union, Local 535; the County Employees Union, Local 434; the American Federation of State, County and Municipal Employees, Council 36; and the Los Angeles County Fire Fighters- Local 1014.

Negotiations - For the first time the salary recommendations presented in 1971-72 by the Director of Personnel to the Board of Supervisors were the result of negotiations between union representatives and County management. When the negotiations began, the Chief Administrative Officer, the Director of Personnel, and two deputy chiefs in the Personnel Department met in executive session on two occasions with the Board of Supervisors to discuss and determine the County's bargaining position. They have continued this practice in subse-quent years.

The average increase for all employees in 1971-72 was 6.2%. This increase was in line with the trend in most areas of the private sector. The Joint Salary Survey conducted by the City, County, Los Angeles School District, and the Los Angeles Housing Authority indicated an increase of 7.5%. Almost all other surveys, including the Merchants and Manufacturers Survey and the Bureau of Labor Statistics Survey, indicated a 6 to 7% average increase.

However, with the exception of 900 deputy sheriffs at the lower levels who were given 5.5% increases, all uniformed personnel in the sheriff and fire departments, except the top management levels, were given 11% increases. Since they had received similar increases the previous year, a number of city officials appeared at the public hearings to protest these particular raises.

In the following fiscal years--1972-73 and 1973-74--the average

increase was 3.9% and 4.47% respectively. Since the Joint Salary Survey and other surveys indicated that private sector increases averaged over 5% each year, the County's increases appear to be conservative.

The sheriff and fire personnel were given no increase in 1972; however, a 5% increase was negotiated effective January, 1973. In 1973, the County negotiated a 4.6% increase for non-supervisory positions in the Sheriff's Department and a 5.25% increase for sergeants and lieutenants.

After prolonged negotiations, including several fact-finding sessions, the County reached agreement with the fire fighters' union in October 1973. Average pay increases were 4.6% for firemen and fireman specialists and 5.25% for fire captains.

Each year, including 1973, impasse procedures have been invoked in a number of negotiations. With one or two exceptions, however, all impasses in past year. have been settled during the negotiating year through mediation and/or fact finding and continued negotiation. Although in SODIB cases neither party has accepted the fact finder's report, it still has served as a basis for further negotiation and eventual settlement.

In the 1972-73 negotiations, the correction officers, represented by the Los Angeles County Employees Association (LACEA), Local 660, and the security guards, represented by LACEA, Local 602, did not reach an agreement, even after all impasse proceedings had been invoked. In 1973, however, both groups reached an agreement. (The correction officers are now represented by the Professional Peace Officers Association (PPOA).)

Another exception occurred in the 1972 negotiations with an attorneys' bargaining unit of the Los Angeles County Employees Association. The unit brought suit against the County in 1972 when the County failed to adopt a fact finder's recommendations for salary raises for all grades in the unit. In a

Superior Court decision, Judge Campbell M. Lucas issued an order in May, 1973, requiring the Board of Supervisors to give full reconsideration to the fact finder's report, since it had been officially entered into the record before the Board. Contrary to the union position, however, Judge Lucas ruled that the Board is not bound by a fact finder's report and may either accept or reject it. In addition, Judge Lucas found that the Board of Supervisors failed to fulfill its administrative obligations when it accepted--without investigation—a statement that attorneys' salaries met the County Charter requirement to pay prevailing wages. This issue was settled in 1973 through the normal negotiating process.

In summary, negotiations under the ordinance have been conducted in relatively orderly and responsible manner and there have been no strikes, and few threats to strike.

III. CASES INVOLVING UNFAIR EMPLOYEE RELATION PRACTICES

ERCOM hearings - As of November 1, 1973, ERCOM has received 66 charges of unfair employee relations practices, of which 53 were withdrawn or dismissed and 13 have gone to a hearing before ERCOM or are due to go.

Among these cases, four are of special significance because of the controversy they have generated over the scope of ERCOM's authority. It is therefore important to understand the issues in each case.

ERCOM Discrimination Order - Wilkiel Case - In November, 1970, the American Federation of State, County and Municipal Employees, Local 119 (AFSCME) brought a charge before ERCOM that in five separate instances the County Engineer's Department had engaged in unfair employee relations practices.

When such a charge is brought before the commission, the executive officer of ERCOM conducts an investigation. In some cases she may find no

merit to the charge or may be able to resolve the disagreement at this stage. In other cases, she may find the charge has merit and recommend to ERCOM that the matter go to a hearing. In this case ERCOM may appoint a hearing officer or conduct the hearing itself.

If a hearing officer is appointed and the opposing parties agree to his recommendations, or do not submit exceptions to his recommendations, ERCOM issues a decision and order to implement his recommendations. However, one or both of the parties may submit exceptions to the hearing officer's recommendations. In. this case, ERCOM then reviews the pertinent documents and issues its own opinion accompanied by a decision and order. The opinion may or may not agree with that of the hearing officer.

In the Wilkiel case, the executive officer found merit to the charge and recommended a hearing. ERCOM appointed a hearing officer who found that in four of the instances no violation had occurred and recommended that the charge be dismissed. In a fifth instance, the hearing officer found that James Wilkiel had been given a low appraisal of promotability in an examination because of his union activity and recommended that the department be ordered to reevaluate the appraisal.

The County, however, took exception to the recommendation, and the case was therefore presented to the commission for final decision and order. ERCOM adopted the hearing officer's findings and issued an order in April, 1971, directing the County Engineer to reevaluate Wilkiel. When the County reevaluated the score but did not change it, ERCOM issued a second order in May ordering the County to raise the score significantly "so as to correct the aforesaid violation." This, the County refused to do on the ground that only the Civil Service Commission has the legal authority to order a change in an appraisal of promotability or an examination grade.

On the same day, May 14, Commission Chairman Melvin Lennard and Commissioner Ben Nathanson announced their resignation in two separate letters, Lennard's resignation to be effective on June 30 and Nathanson's on August 6. The Board of Supervisors accepted the resignations.

Commissioner Nathanson's resignation stated in part, "This decision is based upon the reason given above (the pressures of time and other duties) and my belief that the Commission and its functions are only a futile exercise in its effort to further the intent of the Employee Relations Ordinance. The County's expressed position on a relatively minor matter, as stated by County Counsel during the Commission's regular meeting this date, confirms my impression that this is so."

In his letter Commissioner Lennard stated, "My main reason for resigning is my conclusion that certain important members of County management (but obviously not all of them) have decided to withhold their voluntary compliance with certain of the Commission's orders. Without such continued support from them (as well as from employee organizations) the Employee Relations Ordinance, as presently written, and this Commission could not continue to function effectively and credibly."

In a final note on the Wilkiel case, published in the August, 1971, issue of California Public Employee Relations--a quarterly journal published by the Institute of Industrial Relations, University of California, Berkeley--Commissioner Lennard observed that even though the County Charter, Section 41, makes no reference at all to discrimination on account of union activity, the Civil Service Commission did in 1968 adopt Rule 1.03 which prohibits discrimination against employees because of employee organization or union affiliation. "Indeed, under my view," he stated, "the Civil Service Commission has no power at all to act in matters that constitute unfair employee relations

practices under the ordinance." (CPER Series No. 10, pp. 45-46)

The County position, however, continues to be that the Charter clearly assigns authority to the Civil Service Commission to order a change of an examination made. Therefore, although an unfair employee relations practice was involved in the Wilkiel case, ERCOM nevertheless was acting beyond its proper jurisdiction in ordering a change in the appraisal of promotability.

On July 16, Commissioner Nathanson announced that, based on a County promise to assist constructively in resolving mutual problems, he was rescinding his resignation. Commissioner Lennard was replaced by Irving S. Heibling, an economist, industrial relations consultant, and professional arbitrator.

The County, as of this date, has not acted on the Wilkiel case.

ERCOM Discrimination Order - Davoren Case - Following a charge filed with ERCOM in September, 1970, by Sergeant Patrick J. Davoren, ERCOM ruled on July 27, 1971, that the Sheriff had committed an unfair employee relations practice by transferring Sergeant Davoren to a location approximately 90 miles from his home. ERCOM agreed with a hearing officer's report that the principal reason for the transfer was Davoren's participation in the activities of the Los Angeles County Employees Association.

In taking exception to the hearing officer's report, the County argued that although ERCOM could "request" the Sheriff's Department to transfer Sergeant Davoren, it could not "order" the Sheriff to do so. The authority to assign employees within the Sheriff's Department, the County stated, is within the exclusive discretion of the Sheriff, subject only to the rules of the Civil Service Commission governing assignment and transfer of employees. The County further argued that the intent of the Board of Supervisors, as

construed from a policy statement adopted subsequent to the passing of the Employee Relations Ordinance, was that the commission's orders concerning unfair practices would be merely advisory to the agencies affected.

Rejecting this argument, ERCOM quoted from Section 7(G)(5) of the Ordinance:

> (G) The Commission shall have the following duties and powers:
>
> (5) To investigate charges of unfair employee relations practices or violations of this Ordinance, and to take such action as the Concision deems necessary to effectuate the policies of this Ordinance, including, but not limited to, the issuance of cease and desist orders.

The commission concluded, "If the Board of Supervisors in adopting the Ordinance had intended that this Commission’s orders be advisory in nature, we assume that the Board of Supervisors would have used the necessary language to make its intent clear."

When formally notified by County Counsel that the Sheriff's Department would not comply with ERCOM's order to transfer him to one of three duty stations he had earlier requested, Davoren went to court seeking judicial relief. The Ordinance provides that the aggrieved party, but not ERCOM, may "resort to legal remedies" if compliance with the commission's decision is not obtained.

In a Superior Court decision on October 18, 1971, Judge Robert Wenke rejected County arguments that ERCOM possessed no authority to force a County agency to comply with its orders. Employee appeals to ERCOM, the Judge said in an oral opinion, would appear to be "meaningless" and "window dressing" if the County’s position were to be sustained, and the net result would be to unfairly confront the individual with the necessity of two hearings--one before the commission and, if unsuccessful, another before the court. Judge Wenke

therefore issued a writ of mandate ordering the Sheriff's Department to comply with ERCOM', order.

The County decided not to appeal this Superior Court decision.

ERCOM Negotiation Order - Caseloads for Eligibility Workers - The charge in this case was filed in December, 1970, by the Joint Council of Los Angeles County Employees Association, Local 660, and Service Employees International Union, Local 535. The charge alleged that the County had consistently refused to bargain on the negotiable matter of workload for eligibility workers.

In this case ERCOM itself conducted the hearing. On June 21, 1971--at the last meeting of the three Commissioners before Lennard's resignation became final--ERCOM found in favor of the union and issued an order to the County to cease and desist from refusing to negotiate maximum caseloads for eligibility workers.

Again the County refused to comply with the order, contending that the specific level or quantity of work to be assigned to County employees is a matter within the exclusive jurisdiction of the County to determine, and is therefore not a subject within the scope of required negotiations.

The unions then took the case to court, seeking a writ of mandate to force the County to comply. On January 27, 1973, Los Angeles County Superior Court Judge Robert Wenke granted the writ of mandate. In rejecting County arguments that caseloads fall within the management rights clause of the Employee Relations Ordinance and not within the scope of required negotiations, Judge Wenke stated that (1) the subject of maximum caseloads for eligibility workers is a term and condition of employment within the meaning of the ordinance, (2) the County did in fact commit an unfair employee relations practice by refusing to negotiate on the subject, and (3) ERCOM has the jurisdiction to compel the County to negotiate on the matter and its order

to that effect is valid and binding on the County.

The County appealed the decision, and on May 8, 1973, three justices of the District Court of Appeal began hearings on the County's appeal. On June 20, the Appellate Court affirmed the Superior Court decision. (Los Angeles County Employees Association, Local 660 V. County of Los Angeles (1973) 33 C.A.3d 1) In its conclusion, the court stated:

> "The word `negotiation' is a term of art specially defined in section 3(o) of Employee Relations Ordinance, and is limited to the subjects of `wages, hours, and other terms and conditions of employment.' The judgment of the superior court, requiring the county to negotiate, goes no farther than to require what the ordinance promised. Section 3(o) also states `This obligation does not compel either party to agree to a proposal or to make a concession.' This saving clause relieves the county of any danger that by entering into a negotiation on working conditions,' it will be swept into an agreement covering matters upon which it is not obliged to negotiate."

In July, the County filed a petition for a hearing by the State Supreme Court. On August 16 the Supreme Court upheld the ruling of the Appellate Court by refusing to hear further arguments on the issue. (See Section V, p. 102 ff., of this appendix for a further discussion of this case with respect to the Director of Personnel's proposal to amend the Employee Relations Ordinance to exclude workloads as a negotiable item.)

ERCOM Negotiability of Job Classification Order - Grodsky Case - In June, 1972, the American Federation of State, County and Municipal Employees, Local 119 (AFSCME), filed an unfair employee relations practice charge with ERCOM. The union contended that the Department of Personnel had promised to negotiate with the union regarding a classification study of 145 positions in the equipment maintenanceman series, but instead, unilaterally conducted the surveys and merely advised the union of recommended changes. These changes included 16 downward adjustments and 12 reclassifications outside the series. The union

also contended that negotiations regarding classification should be treated like negotiations regarding wage rates. The County alleged that job classifications were the responsibility of the Civil Service Commission as provided by the County Charter and were outside the scope of negotiations.

To support its position, the County cited a 1968 case, Schecter V. County of Los Angeles, 258 C.A.2d 391, wherein the Superior Court ruled that the Charter specifically assigns the power of classification to the Civil Service Commission. Therefore, the Board of Supervisors cannot adopt an ordinance or rule to limit that power, and the Civil Service Commission can not delegate its authority to a bargaining process. The decision was upheld by the Court of Appeal.

ERCOM appointed a hearing officer, Ben Grodaky, who found that the County did have an obligation to meet and confer with the union regarding job classification under the scope of consultation and negotiation provision of the County Ordinance. Job classifications, he stated, certainly have a material relationship to wages or other conditions of employment. It is, therefore, a proper subject of negotiation. He noted that any agreement reached would still be subject to approval of the Civil Service Commission in the same manner that salary setting is subject to the approval of the Board of Supervisors. Furthermore, if the parties failed to reach agreement, the Personnel Department could still submit its unilateral recommendations to the Civil Service Commission.

As in the Wilkiel and Davoren cases, the County took exception to the hearing officer's recommendation. The case was therefore brought before ERCOM. In this case, the ERCOM decision was not unanimous. Two members--Commissioners Reginald Alleyne and Irving Helbling agreed with the hearing officers conclusion. Consequently, as a majority they issued a decision and

order directing the Department of Personnel to cease and desist from refusing to negotiate with the union on the subject of job classification.

The third Commissioner, Ben Nathanson, disagreed with the hearing officer and his two fellow commissioners, and wrote a minority dissenting opinion which would have dismissed the charge in its entirety.

In their majority opinion, Commissioners Alleyne and Helbling, like the hearing officer, cited an analogy between the classification authority of the Civil Service Commission and the compensation authority of the Board of Supervisors.

> "It certainly does not follow," they stated, "that because the Board of Supervisors derives from the County Charter the final say on County wages, the Department of Personnel and a Union may not negotiate a recommended wage agreement subject to approval by the Board of Supervisors. This is what the Department of Personnel and Unions have done since shortly after the inception of the Ordinance.
>
> "Should we embrace the argument of the Department of Personnel that the power of the Civil Service Commission to finally determine a subject means that it is 'preempted' and that recommendations to the Civil Service Commission are therefore not negotiable, it would then follow that the subject of wages is not negotiable despite the unambiguous inclusion of `wages' in the Ordinance's Section 6 (b) and Section 3 (o) definitions of negotiable matters.
>
> ". . .We think it is something of an understatement to say that if wages are not negotiable under the Ordinance, there is no viable Ordinance, and the effort to maintain industrial peace in County employer-employee relations with a law-and-order administrative procedure will have failed."

In his dissenting opinion, Commissioner Nathanson pointed out that Section 5 of the Ordinance provides:

> "It is the exclusive right of the County to . . set standards of services . . . and determine the methods . . . by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from . . . raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment."

This section, according to Nathanson, grants the County the right to conduct job evaluation studies so that it may determine the methods and mans by which the work will be performed. Subsequently, the reclassifications are unilaterally submitted to the Civil Service Commission for approval. Like County management, Nathanson also cited Schecter v. County of Los Angeles, to support his view that the Board of Supervisors cannot adopt an ordinance requiring the County to negotiate classifications, since the County Charter places the power to adopt rules with regard to classifications within the exclusive jurisdiction of the Civil Service Commission. If after this, Nathanson stated, an employee is dissatisfied with the classification result, he may file a grievance under the applicable Memorandum of Understanding, or may utilize standard civil service procedures.

In a letter dated March 20, 1973, the County officially advised the union (AFSCME) that it had rejected the majority decision and would not comply with the ERCOM order. The union to date has not appealed the case in court.

IV. AARON COMMITTEE PROPOSALS TO CHANGE THE ORDINANCE

Criticism of the Ordinance - Because of the County's challenge of ERCOM's authority and its refusal to comply with the commission's orders, the unions by 1971 were becoming increasingly dissatisfied with the provisions of the Employee Relations 9rdinance. As we noted in Chapter I, the unions charged that the County's failure to comply with ERCOM orders demonstrated a serious inequity in the ordinance in its current form. They argued that if ERCOM finds in favor of County management in cases involving grievances or charges of unfair employee relations practices, and orders the union to comply, they have no other choice, since the commission has the authority to decertify them if they do not comply.

In contrast, if the commission finds in favor of the union or an individual employee, and orders the County to comply, the County can always refuse to comply, as it had done up to that time. The commission has no authority--unlike the Civil Service Commission--to mandate its order on the County. The only recourse for the union or the employee then, according to the ordinance, is to resort to "legal remedies." But this places a heavy court cost burden on the union or on an individual employee. In the latter case, in particular, the cost is likely to be beyond the average employee's resources.

Union representatives argued, therefore, that like the National Labor Relations Board, ERCOM should have the authority to retain its own counsel and take a case to court if the County does not comply.

Consultants' Committee Study - Reacting to this criticism, the Board of Supervisors on November 9, 1971, executed a second agreement with the original consultants' committee headed by Benjamin Aaron. The agreement instructed the committee to prepare and submit a written report to the Board of Supervisors recommending amendments to the ordinance. After conducting hearings and meetings with County management and union representatives, the consultants' committee reduced a number of proposals for changes to the ordinance to eleven specific issues. The changes were proposed by both management and union representatives.

In five cases the committee agreed with proposals by either management or union representatives and recommended a change in the ordinance. In six cases the committee declined to recommend a change.

The consultants' committee submitted its report to the Board of Supervisors at a meeting held on June 7, 1972. (Report and Recommendations of the Consultants' Committee, June 7, 1972) The Board referred the report and recommendations to the Chief Administrative Officer, the Director of Personnel,

and the County Counsel for a report on their views. The Chief Administrative Officer and the Director of Personnel prepared a joint report and submitted it to the Board on August 17, 1972. The County Counsel submitted a separate report a day later. In their reports County management expressed disagreement with the committee on six of its recommendations.

Between August, 1972, and February, 1973, the Board of Supervisors held three public hearings on the recommendations of the consultants' committee. At these hearings union representatives expressed their agreement with the committee's recommendations on all eleven issues. County management repeated their objections, as contained in their reports, to six of the recommendations. Apparently unable to reconcile or decide between the differing views of County management and the unions, the Board took the matter under advisement. To date the Board has made no decision on the committee recommendations.

In the meantime, on December 5, 1972, the Board of Supervisors enacted a motion by Supervisor Debs, "that the Economy and Efficiency Commission be requested to make a study of the two systems (civil service and employee relations) and to provide the Board with its analysis and recommendations as early as possible in 1973.

In the following sections of this appendix we summarize the consultant committee's recommendations and the County's response. to them. We believe they point up a number of the problems in the present employer-employee relations system in the County, in particular the conflict between the two commissions and the differing views of management and the unions over the scope of bargaining and the authority of ERCOM.

1. Overlapping Jurisdiction of the Employee Relations Commission and the Civil Service Commission - On the issue of overlapping jurisdiction, the committee reported, "It is at once apparent that acts prohibited by CSC (Civil Service Commission) regulations may also constitute unfair employee relations practices prohibited by the Ordinance." The committee referred to the Wilkiel cane, previously described in thin appendix, involving the American Federation of State, County and Municipal Employees, Local 119, and the Lon Angeles County Engineer's Department. The committee observed that in this case, ". . . the County took the position that if two agencies are authorized to do the same thing, they are, to that extent, in conflict, and that in this instance CSC jurisdiction is superior to ERCOM jurisdiction, because the former derives from the County Charter, which is superior to the Ordinance."

The committee did not find the County view persuasive and reported in part, "Rather, it is our view that CSC and ERCOM exercise concurrent jurisdiction over cases of this type." The basic question, the committee stated, is, ". . . whether the aggrieved employee can bring a complaint before one of the two commissions and then, if dissatisfied with the result, bring the same complaint before the other." Furthermore, ". . . because the collective agreement between the County and the employee representative may provide for voluntary arbitration of a grievance . . it is theoretically possible for an aggrieved employee to have three bites of the apple."

To prevent this possibility, the committee recommended the adoption of corresponding regulations by the two commissions, ". . . which in effect establish a policy of not hearing any part of a complaint that is within the jurisdiction of, and has been heard by, either an arbitrator or the other commission."

According to the committee' s report, this proposal was discussed with and approved by County management, employee representatives, and the two commissions. However, in a letter to the Board of Supervisors dated August 15, 1972, Thelma Mahoney, President of the Civil Service Commission, stated, "In our view the amendments to the Civil Service Commission Rules which the Consultants' Committee has proposed would be inconsistent with the right of employees to Civil Service Commission hearings as provided in the County Charter. We do not believe that we could adopt the proposed rules."

The Chief Administrative Officer and the Director of Personnel, on the other hand, in their joint response to the request by the Board of Supervisors to present their views on the committee report, agreed in total with the committee's recommendation.

Similarly, the County Counsel, in his separate reply to the Board's request, found no legal objections to changes which would prohibit an employee from appealing to both commissions. However, he added one legal caveat. "The Civil Service Commission," he stated, "may not by rule delegate the hearing of all matters relating to the general subject matter of employee relations to the Employee Relations Commission. It is my opinion that each request for a hearing `mist be considered independently and the Commission must decide in each case whether or not to hear the matter itself or refer it to a hearing officer or board. There is no legal objection to the Commission, on an individual basis, appointing the Employee Relations Commission as its hearing board."

2. Management Rights Clause - On this issue the County proposed to the committee that Section 5 of the ordinance covering the County's management rights be amended specifically to eliminate workloads from the scope of negotiations.

The committee disagreed with the County's position and recommended against a change in the present language of Section 5. ERCOM, the committee said, has interpreted Section 5 and Section 6 covering scope of negotiations "as not precluding its authority to order the County to negotiate over the issue of workloads." This interpretation was contained in the ERCOM decision on caseloads for eligibility workers previously discussed in this appendix.

The committee concluded that, on the question of workloads, as in several of the other issues which also involve proposed changes in the present language of the ordinance, "Our view is that it is both unnecessary and undesirable to contravene ERCOM policy decisions by amending the Ordinance in the absence of a showing that those decisions have clearly misconstrued or misapplied the clear intent or language of the Ordinance." Finding no such showing, the committee declined to recommend a change in the present language of Section 5.

The County Counsel, in his reply to the Board of Supervisors, stated, "Your Board should make an appropriate decision as to whether or not workloads and caseloads are negotiable. If you do not determine that such matters are exclusively within the province of management rights and, hence, not negotiable, it will probably be useless to pursue further litigation in this area. The net result will be that such matters would be negotiable."

Similarly, the Chief Administrative Officer and the Director of Personnel, in their joint reply to the Board stated, "If workload is determined to be negotiable, the number of County employees and the level of service to the public could be subject to negotiations. It is important to clarify this matter for the guidance of County management and employee organizations." They therefore recommended that "the definition of exclusive County rights, which would not be subject to negotiations except with specific authority from

your Board, be amended to include 'standards of productivity' and `class and number' of personnel."

3. Management and Supervisory Employees - The ordinance contains two sections which define "management-employee" and "supervisory employee." The number of management employees is limited to a maximum of 2% of total full-time employees. The ordinance provides that management employees and confidential employees (employees who are privy to decisions of County management affecting employee relations) have the right to union membership, but cannot be included in the same unit with nonmanagement or nonconfidential employees.

County management proposed that the percentage limit on management employees be increased to 3.5%. The committee recommended that the limit be removed altogether. It also agreed to a word change in the definition of management employee which expanded the scope of the definition.

The committee agreed with employee organizations that the County be required to obtain ERCOM's approval for classification of additional employees in the management category. Further, it declined the County suggestion to redefine "supervisory employee" by deleting the words, "hire, transfer, lay off, recall, or promote," from the supervisor's authority.

The Chief Administrative Officer and the Director of Personnel, in their joint reply to the Board, raised two principal objections to the committee recommendations. First, they disagreed with the committee in its reference to management employees as "employees" rather than "positions." Strict interpretation of the language," they observed, "might require the redesignation of a management employee every time there is a turnover in a management position." Second, they recommended that management be free to designate

additions to the present number of management employees without ERCOM approval, but that once such designations are made, union representatives may appeal such decisions to ERCOM.

In a final statement on this issue, Benjamin Aaron, chairman of the consultants' committee, in a letter to Supervisor Dorn, dated August 25, 1972, agreed with the County management recommendation to substitute the word "positions" for "employees" in all references to "management employees."

4. Separate Employee Representation Units for Supervisors - The ordinance contains a section on the establishment of employee representation units. County management proposed that the ordinance be amended to prohibit the same employee organization from representing units of supervisory employees and units of nonsupervisory employees. On the other hand, the Los Angeles County Fire Fighters, Local 1014, urged tile elimination from the ordinance of the category of supervisory employee in order to permit all classifications of fire fighters, including fire captains, to be part of a single employee representation unit. In declining to recommend either of the proposed changes, the committee noted that previous determinations by ERCOM have been reasonable.

County management accepted the recommendation of the committee.

5. Binding Arbitration of Grievances and of Interest Disputes - The committee disagreed with some employee organizations that the ordinance be amended to require that all agreements or memoranda of understanding include a provision for the binding arbitration of grievance and interest disputes. In declining to recommend an ordinance change on this issue, the committee noted the success of advisory arbitration in the County to date.

County management agreed with the committee recommendation.

6. Exclusive Recognition - The present ordinance provides for majority representation by unions who have been certified by ERCOM as representing the majority of the employees in an employee representation unit. Only such majority representatives are entitled to negotiate on wages, hours, and other terms and conditions of employment for such units. However, this does not preclude other employee organizations, or individual employees, from conferring with management representatives on employee matters of concern to them.

The committee agreed with County management that sufficient experience has been obtained in County employer-employee relations and that the time has come to provide for exclusive representation. Also, the committee noted that the Meyers-Milias-Brown Act had been amended in 1971 to provide that a public agency may adopt provisions for exclusive recognition. Accordingly, the committee recommended that the ordinance be changed to identify all current "majority representatives" as "exclusive representatives." The committee also provided a definition for exclusive representative.

The Chief Administrative Officer and the Director of Personnel, however, in their joint reply to the Board observed that the definition provided by the committee did not clearly distinguish between "majority representative" and "exclusive representative." They stated that before amending the ordinance to provide for exclusive recognition, a meaningful distinction between these two terms should be established. They suggested that consideration be given to a proposal by several union representatives. According to this distinction, "majority representatives" would continue to have exclusive right to negotiate memoranda of understanding with the County and would represent employees in their units, when requested, on grievances. The employees in such units, however, would retain the right to select other organizations or persons to represent them on grievances, if they so desired.

"Exclusive representatives" would also have the exclusive right to negotiate memoranda of understanding with the County but they would have the responsibility to represent all persons in their unit, whether members of their union or not, on grievances involving the interpretation or application of the memoranda of understanding. The employees in these units would lose the right to select any other organization or person to represent them on such grievances.

In the previously mentioned letter to Supervisor Dorn (August 25, 1972), Benjamin Aaron disagreed with the County proposal. "The term `exclusive representative,"' he said, "clearly implies, as we said in our report, that only the organization with that status . . . has authority to enter into an agreement . . . with management in respect of wages, hours, and other terms and conditions of employment. Nor do we contemplate that an exclusive representative shall have the right to refuse to represent all employees in a unit in grievances or other matters, even though individual employees may represent themselves in such matters if they choose." Aaron concluded, therefore, that the committee found no basis for the County's proposal for additional definition.

7. Union Security - Employee organizations proposed to the committee that the ordinance be amended to permit or require some form of union security, modeled after the Taft-Hartley union shop or the agency shop.

The committee stated that it believed that the cause of democracy at the work place is best served if employees are free to join or not join a particular employee organization. On the other hand, it said it believed with equal conviction that collective relations are weakened and unfairly hampered if some employees reap the benefits gained by the recognized bargaining agent

without paying their fair share of the costs. “In principle, then,” the committee stated, "we strongly favor the agency shop or its equivalent."

The committee pointed out, however, that the present state law is not clear as to whether public employers and employee organizations may legally negotiate binding agreements of this kind. The committee said it favored a clarification of the law to make much arrangements legal, but in the meantime declined to recommend any change in the ordinance in this regard.

The Chief Administrative Officer and the Director of Personnel, in their joint report to the Board, agreed with the committee recommendation. However, they noted, "Although County management recognizes the indirect benefits of union security, we feel that employees involved should have a voice in determining whether an agency shop is going to be imposed upon them or not." They then listed three alternatives which might be considered: (1) a poll of the employees affected, (2) a modified agency Shop which would only affect employees who are hired after the effective date of the agreement, and (3) maintenance of membership agreements.

8. Time Limits for Negotiation - The committee disagreed with employee organizations who proposed that the ordinance be amended to deal with the problems of a time squeeze encountered in the annual negotiation of new collective agreements. They complained that County management insists that negotiations be completed by May 1, in order that sufficient time is left to present them for approval to the Board of Supervisors for the new fiscal year commencing July 1. Under ERCOM's regulations, however, the time used up by impasse procedures is frequently too great to permit completion of negotiations before May 1. As a result, County employees risk forfeiture of negotiated

benefits if approval cannot be secured prior to the beginning of the new fiscal year.

The County, on the other hand, responded that the real cause of the time squeeze is the annual salary survey, which the unions want conducted as late in the year as possible. It also maintained that in all instances in which settlements were reached after the deadlines, the employees had "been made whole by special provisions."

The committee concluded, "There is no easy solution to the problem of conforming negotiation time tables to administrative necessities." They noted, however, that if any employee organization suspects that the County is "deliberately stalling negotiations," appropriate relief is available from ERCOM in an unfair employment practice proceeding.

County management agreed with the committee recommendation.

9. Independent Advisory Counsel for ERCOM - The committee agreed with employee organizations and ERCOM to amend tile ordinance to permit ERCOM to retain independent legal counsel to advise ERCOM in those situations in which it feels the need of advice in a particular matter under consideration. "At present," the committee stated, "the only legal advice available to ERCOM is from the office of County Counsel, who also advises County management in adversary proceedings before the Commission." As a consequence, the committee concluded, "County Counsel inevitably encounters conflicts of interest in seeking to advise County management and ERCOM, and that the instances in which ERCOM will require the advice of independent counsel are not likely to occur very often."

The Chief Administrative Officer and Director of Personnel, in their joint reply to the Board, conceded that in some instances County Counsel

can become involved in a possible conflict of interest. They disagreed, however, with the committee recommendation because they felt it would establish additional precedent for requests for outside counsel and that it is impossible to estimate the potential costs which would be involved. They therefore proposed that, " . . . ERCOM in such situations should submit specific requests for outside counsel to the Board of Supervisors for concurrence by the County Counsel and determination by the Board that a legal conflict of interest may be involved."

The County Counsel, in his reply to the Board, expressed a similar view. "The Board of Supervisors," he stated, "may retain independent advisory legal counsel to advise the Employee Relations Comission in specific cases. Absent the presence of a legal conflict of interest or the necessity for a particular area of expertise, the County Charter requires that County Counsel represent and advise all County officers, boards, and departments, including the Employee Relations Commission."

10. Authority of ERCOM to Enforce its Decisions - The refusal of County management to abide by the decisions of ERCOM was considered by the committee to be, "the most serious difference that has arisen between the County, the employee organizations, and ERCOM."

Employee organizations, the committee said, point to the lack of mutuality in the present arrangement. (These complaints were previously noted in this appendix in the discussion of the County's decision to reactivate the Aaron committee and are also discussed in Chapter I.) The employee organizations, the committee observed, complain that if they refuse to abide by an ERCOM decision, the County Director of Personnel is free to take appropriate action, and "is also free to secure the assistance of County Counsel in obtaining judicial or other relief." On the other hand, if the County refuses to abide by an ERCOM

decision, "the Commission is powerless to enforce its ruling and the employee organization must either drop the matter or expend its own funds in seeking a remedy from the Courts."

The County management position, the committee reported, is that, "ERCOM's final authority is limited to determining appropriate units and certifying employee organizations," and in all other matters, "the authority of the Board of Supervisors is plenary and cannot be delegated. Thus . . . ERCOM's decisions in those areas are advisory only, and may be rejected by the County, so long as it does so in good faith."

ERCOM, the committee reported, points out that its responsibilities under the ordinance include far more than determining appropriate units and certifying employee organizations. Specifically, ERCOM maintains, Section 7(g) includes among ERCOM's "duties and powers" the investigation of charges of unfair employee relations practices or violations of the ordinance, and the taking of "such action as the Commission deems necessary to effectuate the policies of the Ordinance, including, but not limited to, the issuance of cease and desist orders." Hence, the committee stated, the members of ERCOM "are unanimous in their belief that if the County is allowed to treat cease and desist orders and other ERCOM rulings as mere advice, which it is free to reject, and if ERCOM continues to be denied the right to seek enforcement of these decisions in the courts, . . . its authority and effectiveness will be completely undermined."

The committee reported its regret that it had failed to bring about any accommodation of the conflicting views. In particular, it said, its discussions with County Counsel laid bare an irreconcilable difference of opinion on this issue.

The committee concluded in favor of the union and ERCOM position. ERCOM "decisions" and "orders," the committee reported, are intended by the ordinance to be obeyed. Further, it noted that "ERCOM is a public agency and the rights it has the duty to protect are public, not private, rights." The committee concluded, "To deny ERCOM the right independently to seek enforcement of its orders, . . . is to elevate private interests above public interest and to repudiate one of the principal objectives of the Ordinance." Accordingly, the committee recommended that the ordinance be amended to give ERCOM the authority and the necessary budget independently to enforce its orders by initiating appropriate legal action when necessary.

The Chief Administrative Officer and the Director of Personnel, in their joint report to the Board, disagreed with the committee recommendation. "The net effect of this recommendation," they asserted, "would be that the Board would delegate authority to one of its appointed commissions and appropriate County funds to permit that commission to file court cases against the County. County management believes that if such action is contemplated, such legal action should be taken by the employee organization or organizations at interest."

The County Counsel, in his reply to the Board of Supervisors stated, "There Is no legal authority for the Board of Supervisors to authorize the ¶ Employee Relations Commission to bring legal action to enforce its own decisions."

11. New Quarters for ERCOM - The committee disagreed with some employee organizations that ERCOM should be provided with an office and hearing room located in a building other than the Hall of Administration. In declining to recommend a change, the committee stated their belief that this was "an excessive concern to protect the independence of ERCOM."

County management agreed with the committee recommendation.

V. COUNTY MANAGEMENT PROPOSALS TO CHANGE THE ORDINANCE

The Issue of Caseloads - At a meeting of tile Board of Supervisors on April 26, 1973, Gordon Nesvig, Director of Personnel, proposed to the Board that Section 5, the management rights clause of the Employee Relations Ordinance, be amended to specify that the determination of caseloads is a management right and therefore non-negotiable.

Mr. Nesvig had previously provided the Board with a notice of "Declaration of Intent" in both motion and ordinance form for their consideration (Employee Relations Ordinance Amendment, April 13, 1973) Employee representatives attending the meeting, reasserted their position that workload is as important to the employee as pay and should not be removed from the bargaining table. The Board concluded that since the matter of caseloads was currently being considered by an Appellate Court, this matter and the consultants' committee report would be scheduled for a hearing at the conclusion of the court case.

Caseloads and the Decision of the Courts - We have described the case-loads case in a previous section of this appendix. (See pp. 84-87, ERCOM Negotiation Order - Caseloads for Eligibility Workers.) As we noted, the case was initiated in December, 1970, when a joint council of two County unions brought an unfair employee relations practice charge before ERCOM. The charge stated that the County had violated the Employee Relations Ordinance by refusing to negotiate caseloads for eligibility workers in the Department of Public Social Services. ERCOM ruled in favor of the union position. When the County refused to comply with the ERCOM order, the unions filed a suit in Superior Court. The Superior Court upheld the ERCOM decision in a ruling issued in January, 1973. The County then appealed the decision to the Appellate Court.

On June 20, the three Justices of the District Court of Appeal affirmed the Superior Court decision. (Los Angeles County Employees Association Local

660 V. County of Los Angeles (1973) 33 C.A.3d 1.) The County then filed a petition for a hearing before the State Supreme Court. On August 16, 1973, the Supreme Court upheld the Appellate Court decision by refusing to hear further arguments on the case.

The County Proposal Resubmitted - Following the decision by the courts that the Employee Relations Ordinance, as written, requires that caseloads be negotiated, the Director of Personnel again proposed to the Board of Supervisors that the ordinance be amended to exclude caseloads as a negotiable item. His recommendation was contained in a letter submitted to the Board of Supervisors on September 6, 1973.

After reviewing the history of the workloads case, the Director stated, "County Counsel has informed us that, in his opinion, the courts based their decisions on current ambiguous language in the Employee Relations Ordinance and on the absence of any specific language giving management the exclusive right to establish workload standards. We are therefore recommending, at this time, that your Board amend the Employee Relations Ordinance to clarify the exclusive right of management in setting budgetary workload criteria."

With this second proposal on caseloads the Director also included additional recommendations associated with certain of the proposals made by the consultants' committee headed by Benjamin Aaron. These were presented in his letter as follows:

> "Remove ceiling on designation of management employees.
>
> Provide for conditions under which an employee organization may be designated the exclusive representative of employees in a unit.
>
> Reject Consultants' recommendation that Employee Relations Commission be allowed independent legal counsel. Such requests should be submitted to County Counsel.

Reject Consultants' recommendation to allow the employee Relations Commission to initiate legal action against the County to enforce its decisions.

Minor procedural changes with respect to activities of the Employee Relations Commission."

The consultants committee recommendations on the first four of these proposals are discussed previously in this Appendix under Aaron committee recommendations Nos. 3, 6, 9 and 10. (See p. 93 ff.) The minor procedural changes recommended in the last item involve two corrections to the ordinance to elim-inate any possible conflict with State law and to remove the requirement that the commission meet at least once a month, even when such a meeting is not required.

The Public Hearings on the County Proposals - The Board of Supervisors conducted hearings on the Personnel Director's proposal at three separate meetings on September 18, September 20, and September 25. At each hearing County management and union representatives presented their views, concentrating prin-cipally on the issue of caseloads.

The Director of Personnel reiterated his position as quoted above in his letter. The union representatives asserted that the County's action in amending the ordinance at this time--having lost the case in the Courts--would be interpreted by the unions as acting in bad faith. The result, they said would be that the unions will be forced to seek State legislation to pre-empt the local ordinance.

In addition the unions argued that the ruling of the Appellate Court clearly stated that the negotiation of caseloads was not only required by the County ordinance but also by State law, under the provisions of the Meyers-Milias-Brown Act.

The Superior Court, the union representatives pointed out, had not addressed itself to the question of the negotiability of caseloads under State law, but rather had based its decision solely upon an interpretation of the County ordinance. Therefore, the union representatives asserted, it is particularly significant that the Appellate Court had also examined into the question with respect to State law.

In its decision the Appellate Court observed, "The basic issue before us is whether the size of caseloads assigned to eligibility workers at the DPSS constitutes an item within the mandatory section of the Meyers-Milias-Brown Act (Gov. Code 5 3505) which requires negotiation by public employers of issues relating to 'wages, hours, and other terms and conditions of employment,' or within the applicable provisions of the local ordinance (which shall be set forth infra)."

The Court then stated that the County contends that Government Code Section 3504 limits the mandatory negotiation provision of Section 3505. Section 3504 provides " . . . 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."

The Court then concluded, "We do not think Section 3504 limits Section 3505 in this manner . . . Section 3505 requires the governing body of the public agency, or its representatives, to `meet and confer in good faith regarding wages, hours, and other terms and conditions of employment . . . ` There is no reason why the public agency cannot discuss those aspects of the caseload problem, even though the `merits, necessity, or organization' of the service must be outside the scope of the required discussion. Whether such limited discussion is likely to be fruitful is nothing the public agency should prejudge."

After hearing the arguments of County management and the unions, the Board of Supervisors at the September 18 meeting continued the matter until its next meeting on September 20. In the meantime, the Board requested an opinion from the County Counsel as to whether the proposed amendment to the ordinance would violate State law as a result of the Appellate Court decision.

The County Counsel submitted his opinion in a letter dated September 19. "We are of the opinion," the letter stated, "that the Court of Appeal decision does not prohibit the Board of Supervisors from amending the Employee Relations Ordinance to provide that the setting of workloads for County employees is reserved as an exclusive management right and is not subject to negotiation as that term is defined under the Employee Relations Ordinance."

The opinion continued, "The Court reviewed the requirements of manage-ment to negotiate with employee representatives under Meyers-Milias-Brown and under the County Employee Relations Ordinance. We believe that had the court concluded that caseloads or workloads were a mandatory item of negotiation with-out limitation under Meyers-Milias-Brown, there would have been no need for the court to review the local ordinance and its adopted legislative intent."

The County Counsel's opinion concluded, "Since it is the Employee Relations Ordinance and not Meyers-Milias-Brown that provides for negotiations Supervisors can legally amend the ordinance to specifically eliminate caseloads to include impasse procedures such as mediation and fact finding, the Board of and/or workloads from mandatory negotiation under the ordinance."

In addition to the County Counsel's letter, Arthur C. Will, the Chief Administrative Officer, also submitted a letter, dated September 19, to the Board strongly urging the Board to adopt the recomendations of the Director of Personnel. His arguments were essentially economic. In particular, he emphasized that unless the ordinance were amended, the staffing yardsticks for the

Food Stamp Program, which had recently been adopted, would have to be negotiated. This would result in a delay in establishing the yardsticks and result in additional costs.

At the September 20 meeting, the union representatives again expressed complete disagreement with the position of County management. The Appellate Court's decision, they asserted, clearly ruled that the Meyers-Milias-Brown Act requires the mandatory negotiation of caseloads. In addition to citing the sections we have quoted above, they also cited the Court's concluding statement. "In the instant case," the Court stated, "mandamus is a proper method of com-pelling governmental officials to comply with both state and local law requiring them to negotiate on a particular subject, although the compulsion does not, of course, extend to requiring them to reach a specified result pursuant to such negotiation."

The union representatives also emphasized that the Supreme Court's refusal to hear the County petition for a hearing further supported their interpretation of the Appellate Court decision. Further, they pointed out, the Attorney General of the State, Evelle Younger, also agreed with this interpretation. In filing an amicus curiae opinion in support of the County petition, the Attorney General, according to the unions, stated that the Appellate Court decision would result in a serious increase in administrative costs in County welfare departments throughout California. Clearly, then, the Attorney General agreed that the Appellate Court decision applied to the requirement to negotiate under the State law, since the Los Angeles ordinance obviously would have no application in other counties.

Board Action on the County Proposals - After hearing these arguments, the Board of Supervisors again continued the matter until the meeting on September

25. The motion was made by Supervisor Hayes, who said that he would like more time to study the County opinion, the Appellate Court decision, and the Meyers-Milias-Brown Act.

On September 25, the Board once again heard arguments by County management and the unions, essentially repetitions of their previous presentations. The Board then formally closed the hearings and began its own deliberations.

In this discussion, Supervisors Schabarum, Debs, Hahn, and Ward expressed the conviction that if caseloads became negotiable, the County would be severely handicapped in providing economical and efficient services to the public. They, therefore, concluded that in the interests of good government establishing caseload standards must be reserved as a management right.

Supervisor Hayes, on the other hand, asserted that the issue boiled down to a matter of good faith, regardless of what interpretation might be placed on the statutes. "The ordinance was put together and argued in extensive hearings," he stated. "Now after five years we have a court decision saying the County must negotiate and the County is saying 'that isn't what we meant.'"

On motion of Supervisor Debs, seconded by Supervisor Schabarum, the Board then voted 4-1 to approve the Director of Personnel's recomendations. Supervisor Hayes registered the single "no" vote.

At the next meeting of the Board on October 2, the County Counsel presented the amendment, prepared in appropriate legal language, to the Board. On motion of Supervisor Hahn, who stated that he wanted further time to study the issue, the Board voted 3-0 to continue the matter for four weeks--until October 30. Supervisor Hayes and Supervisor Debs were absent when the vote occurred.

On October 30, however, with Supervisor Hahn absent, the Board voted 2-2 on a motion by Supervisor Ward to continue the matter until the Board

received the recommendations of the Economy and Efficiency Commission. The Board also voted 2-2 on a subsequent motion by Supervisor Debs to approve the proposed amendment. Since neither motion secured a majority, both failed, and no action was taken. It appears likely now that the Board will take no further action until it receives the E & E Commission report.

Thus, after almost three years of debate and litigation on the negotiability of caseloads, the issue still remains an unresolved area of conflict between County management and the unions.

APPENDIX B

ANALYSIS OF ALTERNATIVE SOLUTIONS

TO EMPLOYER-EMPLOYEE RELATIONS PROBLEMS

I. PROBLEMS

This appendix analyses various administrative and organizational changes which could be made to resolve the problems which now hamper the effective operation of the County's employer-employee relations system. As we noted in Chapter I, there are four major problems. These are:

1. *Overlapping jurisdictions of the employee Relations Commission (ERCOM) and the Civil Service Commission (CSC), resulting in duplication and conflict in the systems they administer.*

2. *Differences in view between County management and union representatives on the scope of negotiations the authority of ERCOM, and other aspects involving the operation of the collective bargaining system.*

3. *Compromising and ambiguous roles of CSC and the Personnel Director.*

4. *Lack of identification and definition of County management employees, leading to a trend toward union organization.*

II. ALTERNATIVE SOLUTIONS

The alternative solutions are analyzed in the order of the extent to which they will require administrative and organizational change. They are:

1. Current system with adoption of ordinance changes agreed to by both management and unions.

2. Adoption of all ordinance changes recommended by the consultants' committee headed by Benjamin Aaron, together with a charter amendment enabling ERCOM to take legal action to enforce it's decisions.

3. *Charter amendment which establishes ERCOM as a charter commission and delineates the respective duties and powers of ERCOM and CSC.*

4. *Adoption of all charter and ordinance changes in Alternative 3, together with an additional charter amendment specifying priority of bargaining agreements over civil service regulations.*

5. *Charter amendment which consolidates CSC and ERCOM under a new commission responsible for the maintenance of the entire employer-employee relations system.*

Each alternative is analyzed in terms of the estimated effect it would have in resolving the problems listed above and discussed in Chapter I. Since a change in the Salary Ordinance to resolve problem 4 could accompany all of the alternatives, this problem is not considered in the analysis. The Salary Ordinance change, as recommended in Chapter I, establishes a compensation plan for all positions in the County that qualify as management positions.

Similarly, the recommendation in Chapter I to delete the prevailing wage clause could accompany all of the alternatives. Therefore, it also is not considered in the analysis. It should be noted, however, that as the scope of bargaining is broadened to approximate the private sector, the argument becomes stronger to delete the prevailing wage clause from the charter.

ALTERNATIVE 1

Current system with adoption of ordinance changes agreed to by both management and unions.

Summary

This alternative continues the current system and adopts those ordinance changes recommended by the Aaron committee which have been agreed to by both management and unions. The administrative changes include an amendment to the ordinance to redefine "management employee," and amendments to the CSC and

ERCOM rules to preclude overlapping jurisdictions. See Appendix A for a detailed discussion of these changes.

The ordinance definition of management employee eliminates the percent limit on management employees. It also substitutes the word "positions" for "employees" in all references to management employee.

The CSC and ERCOM rule changes establish a policy of not hearing any part of an unfair employee relations practice charge that is within the jurisdiction of, and has been heard by, the other commission or an arbitrator. This solution to overlapping jurisdictions recognizes that the two commissions can have concurrent jurisdiction over certain acts that constitute unfair practice charges.

Arguments For:

1. Requires a minimum of administrative change - The required ordinance amendment can be accomplished simply by the approval of the Board of Supervisors. Also, the rule changes of the two commissions can be accomplished with minimum change in their present method of operation.

2. Maintains a conservative approach to change - In the three years experience under the Employee Relations Ordinance, negotiations have been conducted in a relatively orderly and responsible manner. There have been no strikes and few threats of strikes. In addition, the salary increases which were negotiated by County management and the unions, and approved by the Board of Supervisors, have been consistently in line with trends in the private sector, as indicated by the joint salary surveys and other surveys. Therefore, until more experience is gained in public sector collective bargaining, the current system should not be changed.

Arguments Against:

1. Concurrent jurisdiction of CSC and ERCOM can continue to create problems and conflicts - As we noted in Chapter I, if a charge is brought involving both the civil service system and an unfair employee relations practice, the question is raised as to which commission has jurisdiction, CSC or ERCOM.

This alternative proposes to resolve this conflict through the concept of concurrent jurisdiction as described in the summary above. However, although the County Counsel has determined that the concept is legal, CSC has stated that it is opposed to this approach on the grounds that it violates the commission's charter responsibilities. It is not likely, therefore, that CSC will waive its charter obligations in such cases. Hence, under this alternative the present problems and conflicts created by the overlapping jurisdiction of the two commissions are likely to continue.

2. Does not resolve opposing views on the scope of collective bargaining - The demand of unions to broaden the scope of bargaining and management's desire to strengthen management rights remain at an impasse under this alternative. To broaden the scope of bargaining, unions call for repeal of all CSC duties mandated by the charter that pertain to terms and conditions of employment.

In contrast, management in its desire to strengthen management rights has requested the Board of Supervisors to approve an amendment to the ordinance which would exclude workloads and productivity standards from the scope of negotiations. Clearly, this alternative will not resolve these opposing views.

3. Does not correct ordinance inequity - This alternative does not correct the ordinance inequity which allows the County to ignore an ERCOM order

to correct an unfair labor practice, but requires an employee or his union to comply with a similar order. Without ERCOM having authority to enforce its decisions, the effectiveness of the ordinance in maintaining a harmonious employer-employee relationship remains in jeopardy. Until this matter is resolved, the present dissatisfaction of the unions with what they believe to be a severe inequity in the ordinance will continue.

The result will be continued litigation between the County and the unions, which can be expensive to both parties. In addition, there is a real danger that the unions will lose confidence in the effectiveness of ERCOM as a hearing body and return to the previous practice of politicking the Board of Supervisors.

4. Does not resolve the compromising and ambiguous roles of CSC and the Personnel Director - As we noted in Chapter I, under the present charter the Personnel Director is appointed by CSC and acts as executive officer to CSC in administering the civil service system. This places both CSC and the Personnel Director in a compromising position when the director is required to act in an adversary capacity in proceedings before the commission. This alternative does nothing to resolve this problem.

ALTERNATIVE 2.

Adoption of all ordinance changes recommended by the Aaron committee together with a charter amendment enabling ERCOM to take legal action to enforce its decisions.

Summary

This alternative consists of all the ordinance and commission rule changes recommended by the Aaron committee. In addition to the changes described in Alternative 1, this alternative will amend the ordinance to provide for

(1) exclusive recognition, (2) independent advisory counsel for ERCOM when needed, and (3) ERCOM authority to enforce its decisions. County management has taken exception to some elements of recommendations 1 and 2 and disagree with recommendation 3 in its entirety.

In providing for exclusive recognition, the recommended amendment defines "exclusive representative." Accordingly, all references to "majority representative" will be changed to read "exclusive representative."

The ordinance amendment to allow ERCOM independent advisory counsel will permit ERCOM to retain legal counsel in situations in which it feels the need of advice on a particular matter under consideration. The ERCOM request will require approval by the Board of Supervisors. This will prevent conflicts of interest in those instances when County Counsel is required to advise both County management and ERCOM.

In recommendation 10 the Aaron committee proposed that the ordinance be amended to grant ERCOM the authority and the necessary budget to hire independent counsel to enforce its orders by taking appropriate legal action. The County Counsel, however, has determined that the Board of Supervisors has no legal authority to authorize ERCOM to bring legal action to enforce its decisions. This authority, therefore, can only be granted by an amendment to the charter. See Appendix A for a detailed discussion of this issue and the other Aaron committee recommendations.

Arguments For:

1. Strengthens the role of ERCOM and corrects present ordinance inequity - Allowing ERCOM to retain independent advisory counsel on an as needed basis and granting it the authority to initiate legal action to enforce its decisions clearly strengthens its role in all matters pertaining to the County's

collective bargaining system. Further, with this authority, ERCOM will be in a position to correct the ordinance inequity which allows the County to ignore an ERCOM order to correct an unfair labor relations practice, but requires an employee or his union to comply with a similar order. This authority should, in the long run, result in fewer court cases involving unfair labor practice charges.

2. Maintains a conservative approach to problems and conflicts - This alternative represents a significant step in the evolution of the County's collective bargaining system. It represents an equitable compromise between management, unions, ERCOM and CSC. It recognize. the success of the current system and endeavors to strengthen this system by clarifying the authority of ERCOM. It gives both management and unions a vote of confidence by providing effective change without radically altering the current system. This approach gives both management and unions the necessary time for more experience in public sector collective bargaining. The results of this experience will determine if additional changes are needed.

Arguments Against:

1. Does not resolve key problems - Like Alternative 1, this alternative does not resolve the problems created by (1) the concept of concurrent jurisdiction of CSC and ERCOM, (2) the opposing views of management and unions on the scope of collective bargaining, and (3) the ambiguous roles of CSC and the Personnel Director in the employer-employee relations system.

2. Requires a charter amendment authorizing the County to bring a suit against itself - Authorizing ERCOM to take legal action to enforce its decisions will establish the questionable and perhaps costly practice of allow-

ing a County commission to use the County's own tax funds to pay for a suit against the County itself.

3. Establishes a possible costly precedent - Allowing ERCOM to retain outside legal counsel in situations where it feels the need for advice can establish a precedent for other commissions to seek outside counsel. The potential costs are not possible to estimate.

4. Does not make a clear distinction between "exclusive representative" and "majority representative" - According to County management, the definition for "exclusive representative," as recommended by the Aaron committee, does not present a meaningful distinction between "majority representative" and "exclusive representative." County management believes that a meaningful distinction between these two term is necessary before the ordinance is amended to provide for exclusive recognition. See Appendix A for a detailed discussion of this issue.

ALTERNATIVE 3

Charter amendment which establishes ERCOM as a charter commission and delineates the respective duties and powers of ERCOM and CSC.

Summary

This alternative will establish the Employee Relations Commission (ERCOM) as a charter commission and will delineate its duties and powers on all matters relating to the County's collective bargaining system. The Civil Service Commission (CSC) will remain as a charter commission. Its duties and powers, however, will be amended and limited to preserving the merit principle and serving as a hearing body on violations of the merit principle. Thus, through a delineation of duties and powers, a line of demarcation will be drawn between the two commissions.

The charter amendment will outline the major duties and powers of CSC to include its authority to prescribe, amend, and enforce appropriate rules to insure maintenance of the merit principle in County employment, namely that employees be recruited, selected, and promoted on the basis of merit. These rules will thus provide for unbiased, competitive examinations and procedures for recruitment, hiring and promotion.

The charter amendment will also delineate the major duties and powers of ERCOM. Like the authority assigned by the charter to the present CSC, these duties and powers will include the commission's major responsibilities now listed in the Employee Relations Ordinance, including acting as a hearing body on unfair labor relations practices. Like CSC, ERCOM will have authority to mandate its orders on the County and authority to prescribe, amend, and enforce appropriate rules to insure maintenance of the County's collective bargaining system. These rules, which will have the force and effect of law, will provide for procedures to establish appropriate employee representation units, to investigate charges of unfair employee relations practices, and to resolve impasses on agreement terms.

Under this alternative, matters not involving the merit principle, the provisions of the Employee Relations Ordinance, and ERCOM's rules governing administration of the collective bargaining system will appropriately be the subject of negotiations at the bargaining table. These include wage and salary administration, fringe benefits, classification of positions workloads and productivity standards, grievance procedures, training programs, safety programs, suggestion systems, and attendance controls. They also include procedures for transfer, reduction in rank, layoff, suspension and discharge.

This alternative includes a further charter amendment which revises the reporting relationship of the Personnel Director by transferring the auth-

ority to appoint the Personnel Director from CSC to the Board of Supervisors. CSC will be provided with an executive officer and a small staff to replace the Personnel Director and his staff.

The Employee Relations Ordinance will be amended to reflect changes in the charter. As in Alternative 2, it will also be amended to include the Aaron committee recommendations for "exclusive recognition," a redefinition of management employee," and will authorize independent advisory counsel for ERCOM when approved by the Board of Supervisors.

As recommended by County management, the ordinance will also be amended to provide a clear definition of "exclusive representative" and majority representative" and the distinction between the two. Also, the word positions" will be substituted for "employees" in all references to management employees. See Appendix A for a detailed discussion of these changes.

Arguments For:

1. Reduces the problem of overlapping jurisdictions between CSC and ERCOM - By limiting the duties and powers of CSC to preserving the merit principle, the problems created by the overlapping jurisdictions of CSC and ERCOM over the terms and conditions of employment will be reduced. In particular, the current conflict over the negotiability of job classifications will be resolved. This activity does not involve the merit principle and is therefore negotiable under the rules of this alternative.

2. Clearly delineates negotiable and non-negotiable areas - This alternative extends the scope of bargaining to a pattern similar to that in the private sector. It, however, clearly defines those areas involving terms and conditions of employment which are negotiable and those areas which are not, namely those areas involving the provisions of the Employee Relations Ordinance

and the rules of the commission governing the merit principle and the administration of the collective bargaining system.

3. Strengthens the role of ERCOM and corrects present ordinance inequity - Under this alternative, the powers and duties of ERCOM will be mandated by the charter. These powers, including the issuance of cease and desist orders, will strengthen and clarify its role in all matters pertaining to the County's collective bargaining system.

As in Alternative 2, this amendment corrects the present ordinance inequity which allows the County to ignore an ERCOM order to correct an unfair labor practice, but requires an employee or his union to comply with a similar order. Unlike Alternative 2, however, this alternative resolves the problem without granting ERCOM the right and the necessary budget to hire independent counsel to enforce its orders by taking appropriate legal action. Rather, ERCOM is granted charter authority to mandate its orders on the County, similar to the authority currently granted CSC by the charter. Thus, this alternative avoids the sensitive problem of authorizing a County commission to use tax funds to pay for a suit against the County itself.

4. Protects the merit principle in County employment - This alternative, in limiting the function of CSC to preserving and protecting the merit principle, gives both management and unions more latitude to negotiate terms and conditions of employment. However, it also protects the merit principle from inroads by collective bargaining by placing safeguards and restrictions on the authority of the two parties to bargain on matters relating to the merit principle.

5. Resolves the ambiguous roles of CSC and the personnel Director - Under this alternative, the personnel Director will be appointed by and report directly to the Board of Supervisors. He will no longer serve as executive

officer to CSC. Thus, neither CSC nor the Director will be placed in the compromising position which the present system forces upon them. This occurs when the Director serves in an adversary capacity in proceedings before CSC.

This alternative will also correct the confusing relationship under the present system in which the Personnel Director is appointed by and reports to CSC on civil service matters and, in addition, reports to the Board of Supervisors on collective bargaining matters.

6. Approximates the requirements of proposed State legislation - Several bills extending the scope of public sector collective bargaining were introduced in the State legislature this year. Of these the most far reaching and significant are Assembly Bill 1243 (Moretti Bill) and Senate Bill 32 (Dills Bill). Although neither bill has passed both houses, each has passed the chamber in which it was introduced. It is very likely, therefore, that one of these bills or similar legislation will be enacted in the next few years.

As we explained in Chapter I, both of these bills create a State public employee relations board and provide enforcement of its determinations by court action. They also provide that if the collective bargaining system of a local agency does not meet the criteria established in these bills, the State system will pre-empt the local system. In such a case, the State board will serve as the administrative and appellate authority for the local agency, and all provisions of the State system will be imposed on the local agency.

One of the principal criteria of these bills is that the local law shall be administered by a board comprised of impartial persons, all of whom shall be persons with experience in the field of employer-employee relations. However, substantial differences between the present County ordinance and the provisions of these bills, in particular the Moretti bill, raises the question whether the ordinance would meet the criteria established in these bills. The

same question accordingly could be raised about Alternatives 1 and 2, since their changes from the present system are not substantial. This alternative, however, comes closer to the requirements of the State bills, and therefore under this alternative, there is less possibility that the State will pre-empt the County's collective bargaining system in the future. In any case, if this prospect developed it would be a reasonably simple matter to modify this alternative to bring it into compliance with State requirements.

Arguments Against:

1. Does not draw a clear line of demarcation - Under this alternative, it is almost impossible to establish a clear line of demarcation between the jurisdictions of CSC and ERCOM. Conflicts between the two commissions can continue to occur in those cases which involve the merit principle and union activity.

For example, as in the present system, if a charge were brought of an unfair employee relations practice involving promotional examinations, the question would still be raised as to which commission should have the authority to hear the case.

To resolve this problem one could resort to the doctrine of concurrent jurisdiction, but as we have seen in the discussion in Alternative 1, this solution is not particularly promising. Or again, one could establish some arbitrary decision rules. One could assign, for example, all such cases involving union activity to ERCOM; however, this would deprive CSC from acting on matters involving the merit principle which it has the responsibility to preserve and protect. Conversely, all cases involving merit principle matters could be assigned to CSC; however, this would deprive ERCOM in a number of instances from

acting on matters involving unfair employee relations practices--a responsibility which lies at the center of its operation.

2. Gives ERCOM extensive powers - Under this alternative, ERCOM is granted the power to mandate on the County cease and desist orders after a hearing on any unfair employee relations practice charge. This raises the question whether these powers may not be abused.

3. Can create the fear that traditional civil service protections are being undermined - The County Charter of 1913 provided for a civil service system to be administered by CSC. With only minor amendments, the duties and powers of the commission have remained intact. Under this alernative, the restrictions placed on the authority of CSC can be interpreted as a direct challenge to tile civil service system itself. It will raise the question as to whether the benefits of the County's collective bargaining system outweigh the traditional protections of civil service.

4. Establishes a possible costly precedent - As in Alternative 2, granting ERCOM the right to retain outside legal counsel, when it feels the need for such advice, can establish a precedent which may prove to be costly if other commissions seek the same privilege.

5. Requires extensive charter and ordinance changes - Under this alternative, the charter amendments, ordinance amendments, and corresponding rule changes of both CSC and ERCOM are extensive. The impact that these changes will have on current operations will clearly require major adjustments in the behavior of management and the unions. Although the County and the unions have developed considerable experience in the past several years in dealing with the problems of public sector collective bargaining, the question can be raised whether this experience is sufficient to enable them to accommodate effectively to these major changes.

ALTERNATIVE 4.

Adoption of all charter and ordinance changes in Alternative 3, together with an additional charter amendment specifying priority of bargaining agreements over civil service regulations.

Summary

In addition to all changes in Alternative 3, this alternative includes an amendment which would read, "The terms of a collective bargaining agreement, when approved by the Board of Supervisors, will prevail over any charter provision or civil service regulation." Thus, when management and a union organization agree on a term and condition of employment that is within the jurisdiction of CSC as mandated by the charter, the agreement would take precedence over the charter provision.

This alternative, consequently, extends the scope of bargaining to all matters involving terms and conditions of employment, whether involving civil service jurisdiction or not. Only those areas reserved as a management right under the present Employee Relations Ordinance will be excluded from the scope of negotiations.

Arguments For:

1. Strengthens the advantages contained in Alternative 3 - As in Alternative 3, this alternative strengthens and clarifies the role of ERCOM, corrects the present ordinance inequity, and resolves the ambiguous roles of CSC and the personnel Director in the employer-employee relations system. In addition, it will further reduce the problem of overlapping jurisdictions between CSC and ERCOM. Since the terms of an agreement will supercede CSC regulations, any charge of an unfair labor practice involving these terms will automatically come under the jurisdiction of ERCOM. Thus, the area of conflict

between the two commissions will almost certainly be reduced over a period of time as the experience of management and the unions determine.

2. Reduces conflicts over the scope of bargaining - Since all utters involving the civil service system, including civil service rules and regulations, are subject to negotiation, neither management nor a union can refuse to negotiate on the basis that the subject comes under the jurisdiction of CSC. Thus, conflicts over the scope of negotiations, such as have occurred in the past involving CSC jurisdiction, will be eliminated.

3. Permits, as experience determines a gradual reduction of constraints on the scope of bargaining - In Chapters I and IV, we discussed the fundamental differences in the views on public sector collective bargaining that exist between management and unions. Recognizing that there are opposing views, this alternative encourages management and unions to negotiate their differences. It permits, by mutual agreement, a gradual reduction of constraints on the scope of bargaining. It provides County management the time it needs to unify a management team and make adjustments to meet the requirements created by public sector collective bargaining.

This alternative fully recognizes the complexities which are created by a civil service system involving a wide spectrum of personnel management and a collective bargaining system involving a complex balance of management and employee rights. Therefore, it advocates an approach which expresses confidence that through experience County management and the unions can best resolve the problems and conflicts on their own initiative. Time and experience, rather than arbitrary administrative and organizational changes, can best demonstrate to both management and unions where in fact their real Interests lie.

4. Approximates requirements of proposed State legislation - Like Alternative 3, this alternative will very likely meet the requirements of

proposed State legislation, or at any rate will meet them with reasonably simple changes. Thus, there is little possibility under this alternative that the State in the future will pre-empt the County's collective bargaining system.

Arguments Against:

1. Repeats the disadvantages of Alternative 3 - Like Alternative 3, this alternative (1) cannot establish a clear line of demarcation between the jurisdictions of CSC and ERCOM, (2) will give ERCOM extensive powers which are subject to abuse, (3) may establish a costly precedent in granting ERCOM the right to retain outside counsel, and (4) will require extensive charter and ordinance changes.

2. Can lead to uneven treatment of employees - The charter amendment under this alternative will stipulate that the terms of an agreement will prevail over any charter provision or civil service regulation. This provision may result in a considerable disparity in the terms and conditions of employment negotiated in various agreements. Stronger unions may be able to negotiate more favorable terms for their members than weaker unions. This situation could create inequities leading to serious labor unrest and conflicts.

3. Can result in the erosion of the merit principle and seriously endanger traditional civil service protections - As we have defined merit principle in this report, this concept is associated with recruitment, hiring and promotion of employees. Under this alternative, negotiations between management and unions may be conducted on any of these matters. Once an agreement is reached, the matter is removed from the jurisdiction of the civil service system and consequently CSC. Under these conditions, it can be argued that unless some safeguards or restrictions are placed upon the authority of the two parties to bargain on matters relating to the merit principle, the principle

itself can be placed in jeopardy. Thus, this alternative can generate even greater concern than Alternative 3 that traditional civil service protections are being undermined.

ALTERNATIVE 5.

Charter amendment which consolidates CSC and ERCOM under a new commission responsible for the maintenance of the entire employer-employee relations system.

Summary

This proposal, as recommended by the task force, is described at length in this report. With the exception of consolidating CSC and ERCOM into one commission, this proposal is similar to Alternative 3. As in Alternative 3, the proposed amendment also revises the reporting relationship of the Personnel Director by transferring the authority to appoint the Personnel Director from CSC to the Board of Supervisors.

The new commission will be responsible for establishing the major policy guidelines and rules and regulations governing the administration of the County's entire employer-employee relations system, including both the civil service and the collective bargaining systems. It will also serve as an appellate board to hear any charge brought by the County, a union, or an individual employee involving violations of the rules and regulations of the civil service system or charges of unfair employee relations practices under the collective bargaining system. In these cases, after conducting a hearing, the commission may issue corrective orders which will be mandated on the County.

Like the present CSC, the new commission will have charter authority to prescribe and enforce appropriate rules to insure maintenance of the merit principle. These rules and those functions performed by the County covered by these rules will not be subject to negotiation. In particular, these areas

include the procedures which govern competitive examinations for recruitment, hiring and promotion.

Like ERCOM, the new commission will also prescribe rules and procedures to insure maintenance of the collective bargaining system. They too will not be subject to negotiation. They include procedures to establish appropriate employee representation units, to investigate charges of unfair employee relations practices, and to resolve impasses on agreement terms. In addition, the provisions of the Employee Relations Ordinance, including the employee and management rights clauses, are not subject to negotiation.

On the other hand, those functions not involved in the above restrictions will be subject to negotiation. These areas include wage and salary administration, fringe benefits, job classification, workloads and productivity standards, grievance procedures, training programs, safety programs, suggestion systems and attendance controls. They also include procedures for transfer, reduction in rank, layoff, suspension and discharge.

The Employee Relations Ordinance will be amended to reflect changes in the charter. As in Alternatives 2, 3, and 4, it will be amended to include the Aaron committee recommendations for "exclusive recognition," and a redefinition of "management employee." It will also authorize independent advisory counsel for the new commission when approved by the Board of Supervisors.

As recommended by County management, the ordinance will be amended to provide a clear definition of "exclusive representative" and "majority representative" and the distinction between the two. Also, the word "positions" will be substituted for "employees" in all references to management employees. See Appendix A for a detailed discussion of these changes.

Arguments For:

1. Eliminates the problem of overlapping jurisdictions between CSC and ERCOM - Consolidating the two commissions will resolve the conflicts created by overlapping jurisdictions and eliminate the duplication in the systems they administer. Unlike Alternatives 3 and 41 this proposal does not require a line of demarcation to be drawn between the respective jurisdictions of the two commissions, a line which our discussion in Alternative 3 indicates is almost impossible to draw.

Thus, under this alternative, if a union or an employee brings a charge of unfair treatment because of union activity in areas involving the merit principle--such as a promotional examination--no decision need be made as to which commission has jurisdiction. All charges involving the civil service system or the collective bargaining system, or both, will come under the jurisdiction of the consolidated commission.

Thus, consolidating the two commissions should establish an effective working relationship and balance between the application of the merit principle and the administration of a collective bargaining system.

2. Clearly delineates negotiable and non-negotiable areas - Like Alternative 3, this alternative extends the scope of bargaining to a pattern similar to that in the private sector. It clearly defines, however, those areas which are negotiable and those which are not. Areas which are not negotiable are the provisions of the Employee Relations Ordinance and the rules of the commission governing the merit principle and the administration of the collective bargaining system.

3. Grants the new commission effective authority to issue cease and desist orders and corrects present ordinance inequity - Like Alternatives 3 and 4, this proposal will grant the consolidated commission charter authority

to mandate cease and desist orders on the County. It therefore will not require that the consolidated commission be granted the right and necessary budget to hire independent counsel to enforce its orders by taking appropriate legal action. Therefore, as with Alternatives 3 and 4, it corrects the present ordinance inequity and at the same time avoids the problem of authorizing a County commission to use tax monies to fund a suit against the County itself.

4. Protects the merit principle in County employment - Like Alternative 3 and 4, this proposal broadens the scope of bargaining to include such areas as job classification and workload standards, areas in which the merit principle is not involved. Like Alternative 3, however, and unlike Alternative 4, it does not allow collective bargaining in areas involving the merit principle, that is in those areas involving competitive examinations for recruitment, hiring and promotion. It thus protects the merit principle from a gradual erosion through collective bargaining.

In addition, unlike Alternative 4, it will assure that all employees will be treated alike in matters involving the merit principle, since these matters will not be dependent on the ability of unions to negotiate.

5. Resolves the ambiguous role of CSC and the Personnel Director - As in Alternatives 3 and 4, under this alternative the Personnel Director will be appointed by and report directly to the Board of Supervisors. Thus, it will correct the compromising and ambiguous roles which the present system forces upon CSC and the Personnel Director.

6. Meets the requirements of proposed State legislation - Like Alternatives 3 and 4, this alternative will very likely meet the criteria established in proposed State legislation, or will require only minimum changes to meet them. Thus under this alternative there is also little possibility that the State will pre-empt the County's collective bargaining system in the future.

Arguments Against:

1. Gives the new comission extensive powers - Similar to Alternatives 3 and 4, this proposal grants the consolidated commission the power to mandate on the County cease and desist orders after a hearing on an unfair employee relations practice charge. This raises the question whether these powers may not be abused.

2. Will create the fear that traditional civil service protections are being seriously weakened - As in Alternatives 3 and 4, the major changes to the duties and powers of CSC can be interpreted as a challenge to the civil service system itself. It will raise the question as to whether the benefits of the County's collective bargaining system outweigh the traditional protections of civil service. Eliminating CSC and incorporating its duties under a combined commission may be interpreted as an attempt to undermine traditional civil service protections.

3. Dual role of the new commission may create internal conflicts - Although this proposal resolves the conflict and duplication between CSC and ERCOM, the dual role of the new commission in safeguarding the merit principle and in administering a collective bargaining system may create conflicts within the commission that are equally perplexing. Only experience can determine how serious these problems may become.

4. May be difficult to select qualified commissioners - This proposal requires commissioners who are experienced in personnel management, preferably with specific expertise in labor relations. Such people are likely to have little or no experience in administering or working with a civil service system. Thus, the dual role of the commission may create difficulty in selecting properly qualified commissioners experienced and interested in administering both a civil service system and a collective bargaining system.

5. Establishes a possible costly precedent - As in Alternatives 2, 3, and 4, granting ERCOM the right to retain outside legal counsel when it feels the need for such advice can establish a precedent which may prove to be costly if other commissions seek the same privilege.

6. Requires extensive charter and ordinance changes - As in Alternatives 3 and 4, the charter amendments, ordinance amendments, and the formulation of rules for the new commission will require extensive changes. Although the County and the unions have developed considerable experience in the past several years in dealing with the problems of public sector collective bargaining, the question can be raised whether this experience is sufficient to enable them to accommodate effectively to these major changes.

APPENDIX C

PERSONS INTERVIEWED OR CONSULTED

Reginald H. Alleyne	Professor of Law, UCLA Law School
Sigmund Arywitz	Executive Secretary-Treasurer Los Angeles County Federation of Labor, AFL-CIO
Jay F. Atwood	Assistant Division Chief, Program Development Division California State Personnel Board
Robert J. Banning	Director, Personnel and Employee Relations, Health Services, Los Angeles County
George Blaney	Chief, Administrative, Fiscal and Clerical Occupations Divisions, Department of Personnel, Los Angeles County
Howard Block	Attorney-at-Law and Professional Arbitrator
Tony Butka	Research Department, Joint Council No. 8, Service Employees International Union
Donald K. Byrne	Assistant County Counsel, Los Angeles County
0. Richard Capen	Commissioner, Civil Service Commission, Los Angeles County
D. C. Cassidy	Deputy County Counsel, Los Angeles County
Don Church	Chief, Personnel and Management Services Division, Mechanical Department, Los Angeles County
Louis Cornell	Deputy Director, Classification, Compensation and Employee Relations, Department of Personnel, Los Angeles County
Robert Craig	Employee Relations Administrator, Department of Personnel, Los Angeles County
David Crippen	Executive Director, Social Services Union, Local 535, AFL-C IO-CLC
H. E. Davis	Purchasing Agent and President of the Management Council, Los Angeles County
Henry Fiering	Director, American Federation of State, County and Municipal Employees, AFL-CIO, Council 36
Leo Geffner	Attorney, Geffner and Satzman, Professional Corporation

Elinor M. Glenn	General Manager, Local 434 - Los Angeles County Employees Union, SEIU - AFL-CIO
Harry Gluck	Chief, Representation Division, Los Angeles County Employees Association, SEIU Local 660, AFL-CIO
Irving Helbling	Commissioner, Employee Relations Commission, Los Angeles County
Victor Hochee	General Manager, Los Angeles County Employees Association, SEIU Local 660, AFL-CIO
Harry L. Hufford	Assistant Chief Administrative Officer, Los Angeles County
John R. James	Chief of Employee Relations (Retired), Los Angeles County Department of Personnel
W. T. Kidwell	Director, Data Processing Department, Los Angeles County
Frances A. Kreiling	Executive Officer, Los Angeles County Employee Relations Commission
John H. Larson	County Counsel, Los Angeles County
Robert L. Leonetti	Chief Deputy Director, Department of Personnel, Los Angeles County
Frank D. Le Sueur	Labor Relations Director, City of Pasadena
Harrison L. Ley	General Manager, Los Angeles County Professional Peace Officers Association
V. C. Mathis	Business Representative, Los Angeles Building and Construction Trades Council
Everett B. Millican	2nd Vice-President, Los Angeles County Fire Fighters, Local 1014
Muriel M. Morse	General Manager, Personnel Department, City of Los Angeles
Ben Nathanson	Chairman, Employee Relations Commission, Los Angeles County
Gordon T. Nesvig	Director of Personnel, Los Angeles County
Harold J. Ostly	Treasurer and Tax Collector, Los Angeles County
Lester C. Ostrov	Attorney-at-Law, Bodle, Fogel, Julber, Reinhardt and Rothschild

Edward L. Pratt	Manager, California Association of Professional Employees
Tom Roberts	Commissioner, Employee Relations Commission, Los Angeles County
William R. Robertson	Assistant Secretary-Treasurer, Los Angeles County Federation of Labor, AFL-CIO
Ernest Sanchez	Commissioner, Civil Service Commission, Los Angeles County
Harry Stark	Director, Institute of Management and Labor Relations, Rutgers University
John Stephens	1st Vice-President, Los Angeles County Fire Fighters, Local 1014
Emmett Sullivan	Commissioner, Civil Service Commission, Los Angeles County
Philip Tamoush	Administrator, Public Sector Management Programs, Institute of Industrial Relations, University of California, Los Angeles
John M. Tettemer	Chief, Management Systems Division, Flood Control District and President, Management Sub-Council, Los Angeles County
Don Vial	Chairman, Center for Labor Research and Education, University of California, Berkeley
Joe Wetzler	Business Representative, Operating Engineers, Local 501, AFL-CIO
Alfred K. Whitehead	President, Los Angeles County Fire Fighters, Local 1014
Arthur G. Will	Chief Administrative Officer, Los Angeles County