

REVISED

AGN. NO.

MOTION BY SUPERVISORS LINDSEY P. HORVATH

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AND HILDA L. SOLIS

Transparency and Fairness in Collective Bargaining for Los Angeles County

Public Safety Workers Through Binding Arbitration

The Los Angeles County Sheriff's Department, County of Los Angeles Fire Department, and several of our leading public safety partners including the Department of the Medical Examiner and District Attorney's Office, have struggled with staffing shortages, recruiting challenges, fierce competition from agencies in nearby jurisdictions, and an aging workforce.

Under current California law, as applied in Los Angeles County, a public employer has an obligation to bargain in good faith with a union for a successor Memorandum of Understanding (MOU) regarding disputes related to wages, hours, and other terms and conditions of employment. If the parties fail to reach an agreement, typically, one of the parties declares an impasse and the parties engage in fact finding and mediation, which results in a report. After that report is issued, the Board of Supervisors, as the governing body for the County, holds a public hearing and can implement its last, best, and final

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offer terms and conditions over the objections of the union. This dynamic is challenging for public safety employees and as, under current California law, they are not able to strike due to the public safety importance of their jobs.

At each stage in the dispute resolution process, the key decisions are made by the Board of Supervisors, or the Chief Executive Office, with the understanding that officers cannot strike if they disagree with the offers on the table. Moreover, the role of elected officials in the process means that delays associated with political decision-making factor into multiple stages of the process. This can cause delays in the process, increases the chance of litigation, and can increase acrimony between the County and public safety employees.

As a charter County, Los Angeles County can choose to adjust its dispute resolution process. One approach, which has been chosen by other California counties, is adopting binding arbitration as the process for resolving wage, hour, and related benefits MOUs. Several other counties and cities, including Sacramento County, the City and County of San Francisco, Palo Alto, San Luis Obispo and Stockton have done so¹.

Los Angeles County can, and should, adopt a binding interest arbitration process that is limited only to resolving disagreements in successor MOU negotiations over wage, hour, and benefits disputes. Interest arbitration would not apply to fringe benefit negotiations, which should proceed under the existing meet-and-confer system. In addition, the existing meet-and-confer system, not interest arbitration, would apply to mid-MOU workplace changes such as on negotiable topics like the adoption of employee

¹ Stockton's binding arbitration ballot measure:
https://www.stocktonca.gov/government/city_manager/measure_n_-_binding_arbitration.php#collapse111500b0.

discipline or policies governing departmental operations, procedures, and practices.

Here, the County would benefit from changing these procedures relative to a series of Los Angeles County's bargaining units that face these challenges including: Bargaining Units 601, 602, 603, 604, 611, 612, 614, 621, 631, 632, 641, 642, 411, and 412. For the purposes of the ordinance, these units shall be referred to as Certified Public Safety Organizations.

Under binding arbitration, if an impasse is reached, disputes go to a three-member arbitration panel. The panel then hears the disputes and issues a final binding decision. One member is chosen by the County, one member by the union, and a third independent member is agreed to by the two parties. Among the advantages to this approach is that it relies on experts chosen by the parties whose submissions are vetted by arbitrators and builds in risk for each party as the negotiations continue, such that there is a real chance that each side may lose if they do not engage in thorough and good faith negotiations. The arbitrator's final decision is public, making the result more transparent than the current process.

Further, while either party here would be able to begin an arbitration, this proposal will actively encourage all sides to be more transparent earlier in the process so that they are negotiating in good faith before deciding to engage in arbitration. Our County's process should be updated to reduce delay and appropriately apportion risk to improve the quality and timeliness of critical decisions in resolving labor disputes in the public safety space.

IWE, THEREFORE, MOVE that the Board of Supervisors direct County Counsel to draft the necessary documents, including an ordinance, for a proposed Charter

amendment adopting binding arbitration as the means of resolving disputes involving wages, hours, and other terms and conditions of employment that are not uniquely within the jurisdiction of a memorandum of understanding providing fringe benefits, for public safety employees including firefighters, deputy sheriffs, district attorney investigators, deputy medical examiners, county lifeguards, and their supervisors, as well as nonadministrative civilian employees in the Los Angeles County Fire Department, Los Angeles County Sheriff's Department, and Department of the Medical Examiner, containing the following provisions, and place that ordinance on the March 3, 2026, Board of Supervisors meeting agenda for consideration. The Charter Amendment shall be placed on the ballot for the November 3, 2026, General Election.

- A. Declaration of Policy. It is hereby declared to be the policy of the County of Los Angeles that strikes by firefighters, deputy sheriffs, sworn law enforcement supervisors and managers, lifeguards, and civilian employees working for the Fire Department, Sheriff's Department, and Department of the Medical Examiner and are not in the public interest and are prohibited. As set forth in this section, a method shall be adopted for peaceably and equitably resolving labor disputes that might otherwise have led to strikes. This method shall be referred to in this section as "interest arbitration." Any employee covered by this section who willfully participates in an illegal strike or work stoppage shall be subject to disciplinary action up to and including termination from employment.
- B. Employees Covered.

1. This section shall apply to labor organizations certified by the County's Employee Relations Commission (established pursuant to Chapter 5.04 of the Los Angeles County Code) as representing employees in the following bargaining units:

- a. Bargaining Unit 601
- b. Bargaining Unit 602
- c. Bargaining Unit 603
- d. Bargaining Unit 604
- e. Bargaining Unit 611
- f. Bargaining Unit 612
- g. Bargaining Unit 614
- h. Bargaining Unit 621
- i. Bargaining Unit 631
- j. Bargaining Unit 632
- k. Bargaining Unit 641
- l. Bargaining Unit 642
- m. Bargaining Unit 411
- n. Bargaining Unit 412

2. For purposes of this ordinance, the labor organizations described in Subsection B.1 shall hereinafter be referred to as "Certified Public Safety Employee Organizations" and any employee described in this subdivision may be designated as a "public safety employee" and collectively as "public safety employees."

- C. Obligation to Negotiate in Good Faith. The County, through its duly authorized representatives, shall negotiate in good faith with Certified Public Safety Employee Organizations on all matters relating to wages, hours, and other terms and conditions of employment, including the establishment of procedures for the resolution of grievances concerning the interpretation or application of a negotiated agreement. Unless and until agreement is reached through negotiations between authorized representatives of the County and the applicable Certified Public Safety Employee Organization, respectively, or a determination is made through the impartial arbitration procedure hereinafter provided, no existing wages, hours, or other terms and conditions of employment for said public safety employees in the Certified Public Safety Employee Organizations shall be eliminated or changed.
- D. Impasse Resolution Procedures.
1. Mediation and Fact-Finding in Chapter 5.04 Not Applicable. The mediation and fact-finding provisions of the Employee Relations Ordinance, as set forth in chapter 5.04 of the Los Angeles County Code, shall not apply to negotiations impasses involving Certified Public Safety Employee Organizations.
 2. Applicability of Interest Arbitration. All disputes or controversies pertaining the renewal of a Certified Public Safety Employee Organization's memorandum of understanding covering wages, hours, and other terms and conditions of employment that are not uniquely within the jurisdiction of

a memorandum of understanding providing fringe benefits, and which remain unresolved after good faith negotiations between the County and a Certified Public Safety Employee Organization shall be submitted to a three-member Board of Arbitrators for resolution.

3. Selection of Interest Arbitration Board of Arbitrators. Representatives designated by the County and representatives of the Certified Public Safety Employee Organization involved in the dispute shall each appoint one arbitrator to the Board of Arbitrators within seven (7) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Board of Arbitrators shall be selected by agreement between the County and the Certified Public Safety Employee Organization and shall serve as the neutral arbitrator and Chairperson of the Board.

In the event that the County and the Certified Public Safety Employee Organization involved in the dispute cannot agree upon the selection of the third, neutral arbitrator within 10 days from the date that either party has notified the other that it has declared an impasse, either party may then request the State Mediation and Conciliation Service to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If the County and the certified Public Safety Employee Organization cannot agree within seven (7) days after receipt of such list on one of seven (7) persons to act as the neutral arbitrator, they shall alternately strike names from the list of nominees until one name remains and that person shall then

become the neutral arbitrator and Chairperson of the Board of Arbitrators.

Alternatively, the parties may agree to waive the appointment of party-appointed arbitrators and proceed with a single neutral arbitrator. If the parties agree to the appointment of a single neutral arbitrator, the single neutral arbitrator shall fulfill the duties and responsibilities of the Board of Arbitrators and Chairperson of the Board of Arbitrators, as are applicable and set forth in this section.

4. Interest Arbitration Hearing Procedures and Decision.

- a. Any interest arbitration proceeding convened pursuant to this section shall be conducted in conformance with, subject to, and governed by Title 9 of Part 3 of the California Code of Civil Procedure, as may be amended from time to time. The Board of Arbitrators shall hold hearings, receive evidence from the parties, allow for public input and cause a transcript of the proceedings to be prepared. The Board of Arbitrators, in the exercise of its discretion, may meet privately with the parties and mediate or “mede-arb” issues in dispute. The Board of Arbitrators may also adopt such other procedures that are designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.
- b. The rules of evidence prevailing in judicial proceedings may be considered, but are not binding, and any oral testimony or

documentary evidence or other data deemed relevant by the Chairperson of the Board of Arbitrators may be received in evidence. A recording of the proceedings shall be taken. The Board of Arbitrators has the power to administer oaths, require the attendance of witnesses, and require the production of such books, papers, contracts, agreements, and documents as may be deemed by the panel to be material to a just determination of the issues in dispute.

- c. In the event no agreement is reached prior to the conclusion of the arbitration hearings, the Board of Arbitrators shall direct each of the parties to submit, within such time limit as the Board of Arbitrators may establish, a last offer of settlement on each of the remaining issues in dispute. The Board of Arbitrators shall decide each issue by majority vote by selecting whichever last offer of settlement on that issue it finds most nearly conforms to those factors traditionally taken into consideration in the determination of wages, hours, benefits, and terms and conditions of public and private employment, including, but not limited to the following: the cost of living; recruitment and retention; workload and productivity; the interests and welfare of the public; the wages, hours, benefits, and terms and conditions of employment of California state and local public employees performing similar services; the financial condition of the County and its ability to meet the costs of the

decision of the Board of Arbitrators; and other factors not confined to the foregoing that are traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of employment.

5. Post-Hearing Process. After reaching a decision, the Board of Arbitrators shall mail or otherwise deliver a true copy of its decision to the parties. The decision of the Board of Arbitrators shall not be publicly disclosed and shall not be binding until thirty (30) days after it is delivered to the parties. During that thirty (30) day period the parties shall meet privately and attempt to resolve their differences. Any agreements reached during the 30-day period shall be incorporated into the decision of the Board of Arbitrators. At the conclusion of the thirty (30) day period, which may be extended by mutual agreement between the parties, the decision of the Board of Arbitrators shall be publicly disclosed and shall be binding on the parties. The County and the Certified Public Safety Employee Organization shall take whatever action is necessary to carry out and effectuate the arbitration award. No other actions by the Board of Supervisors or by the electorate to confirm or approve the decision of the Board of Arbitrators shall be permitted or required.
6. Expenses of Interest Arbitration. The expenses of any arbitration proceeding convened pursuant to this section, including the fee for the services of the Chairperson of the Board of Arbitration and the costs of preparation of the transcript of the proceedings, shall be borne equally by

the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

- E. Employee Relations Commission. The Employee Relations Commission, as created in Chapter 5.04 of the Los Angeles County Code, shall have the authority to administer the provisions enacted by the measure.
- F. Relationship to Chapter 5.04 of the Los Angeles County Code. This section supplements the provisions of the Employee Relations Ordinance as set forth in Chapter 5.04 of the Los Angeles County Code. Where there is a conflict between the provisions of this measure and those of the Employee Relations Ordinance, the provisions of this section shall control.
- G. Severability. If any section, subsection, sentence, clause, phrase, or application of this measure is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this measure. The electors hereby declare that they would have passed this measure and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the measure would be subsequently declared invalid or unconstitutional.
- H. Conflicting Measures. If this measure and one or more County measures adopted at the same election conflict, the measure receiving the highest number of affirmative votes shall control.

- I. Effective Date; Operative Date. The proposed charter amendment that is the subject of this measure, if approved by the voters at the next regular County election, or such other election as authorized by law, shall be deemed adopted upon the date that the vote is declared by the Board of Supervisors, and shall go into effect ten (10) days after that date.
- J. Legal Defense. If approved by a simple majority of voters, and thereafter challenged in a court of competent jurisdiction, the County shall defend this measure in such court of competent jurisdiction. The People of the County by approving this measure by a simple majority of voters hereby declare that the proponent(s) of this measure have a direct and personal stake in defending this measure from constitutional or statutory challenges to this measure's validity or implementation. In the event the County fails to defend this measure, or the County fails to appeal an adverse judgment against this measure, in whole or in part, in any court of competent jurisdiction, this measure's proponent(s) shall be entitled to assert his, her, or their direct personal stake by defending this measure's validity and implementation in any court of competent jurisdiction and shall be empowered by the People through this measure to act as agents of the People of the County, and the County shall indemnify the proponents(s) for reasonable attorneys' fees.
- K. Codification; Numbering; Non-substantive Edits. If approved by the voters, this measure shall be codified in the Los Angeles County Charter. The chapter, article, and section numbers set forth in this measure are for

reference only and the County is authorized to assign alternative chapter, article, and section numbers, and to make nonsubstantive formatting, typographical, and cross-reference corrections as necessary to effectuate this measure without changing its substance.

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