

APPENDIX Q
PALMDALE WATER DISTRICT RULES AND REGULATIONS

RESOLUTION NO. 20-17
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PALMDALE WATER DISTRICT
ADOPTING A COMPREHENSIVE EMPLOYER-EMPLOYEE RELATIONS
RESOLUTION PERTAINING TO COMMUNICATIONS AND LABOR RELATIONS
BETWEEN THE DISTRICT, ITS EMPLOYEES AND ITS EMPLOYEE
ORGANIZATIONS

WHEREAS, Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Section 3500 *et seq.*), also referred to as the Meyers-Milias-Brown Act (“MMBA”), was enacted for the purpose of promoting full communication and improved employer-employee relations between public employers and their employees by establishing uniform and orderly methods of communication between employees and the public agencies by which they are employed; and

WHEREAS, Government Code Section 3507 empowers a public agency to adopt reasonable rules and regulations for the administration of employer-employee relations, often referred to as an Employer-Employee Relations Resolution, after consultation in good faith with representatives of its employee organizations regarding such proposed rules and regulations; and

WHEREAS, the Palmdale Water District (“District”) has a need for updating its Employer-Employee Relations Resolution; and

WHEREAS, there is a need to adopt updated policies and procedures to, *inter alia*, promote full communication between the District and its employees by providing a reasonable method of resolving disputes regarding wages, hours, and other terms of employment, determine appropriate employee units, to recognize employee organizations as representatives of the employees in an employee unit, to provide for changes to appropriate units and/or employee organizations, to establish procedures for the determination of confidential, managerial, and supervisory employees, to account for and incorporate certain statutory impasse rules; and

WHEREAS, the Board of Directors of the District believes that it is in the best interests of the District and its employees to rescind the current Employer-Employee Relations Resolution and adopt a new updated comprehensive Employer-Employee Relations Resolution.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Board of Directors of the District hereby rescinds Resolution No. 91-14 Resolution of Palmdale Water District to Establish Employer-Employee Relations, Procedures, Rules and Policies and any other prior similar employer-employee relations resolutions.

SECTION 2. That pursuant to the MMBA, the District will administer employer-employee relations according to the following reasonable local rules and regulations:

ARTICLE I. GENERAL PROVISIONS

Section 1.1. Title of Resolution

This Resolution shall be known as the Employer-Employee Relations Resolution of the Palmdale Water District (“District”).

Section 1.2. Statement of Purpose

This Resolution is adopted as authorized under Chapter 10, Division 4, Title 1 of the California Government Code (Sections 3500 *et seq.*), entitled the Meyers-Milias-Brown Act (“MMBA”), to provide reasonable, uniform and orderly local procedures for the administration of employer-employee relations between the District and its employees, procedures for the recognition and/or decertification of employee organizations, procedures for determining appropriate units of representation and/or modifying such units, and a reasonable, uniform and orderly method for the resolution of questions regarding wages, hours, and other terms and conditions of employment of District employees. This Resolution rescinds and supersedes all other resolutions pertaining to procedures for the administration of employer-employee relations between the District, its employees and its employee organizations.

Nothing in this Resolution shall be construed to restrict any District rights with respect to matters of general managerial policy, including but not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of District operations; determine the methods, means, and personnel by which District operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing in its work.

Section 1.3. Definitions

Except as otherwise specifically provided below, the terms used in this Resolution shall be defined the same as such terms are defined in the MMBA. In addition, the following definitions are adopted for terms used in this Resolution.

- A. Appropriate Unit – means a unit established pursuant to Article II of this Resolution.
- B. Board – means the Board of Directors of the District.
- C. District – means the Palmdale Water District, and where appropriate herein, refers to the District’s Board of Directors, the governing body of said District, or any duly authorized representative of the District.

- D. Consult or Consultation in Good Faith – means to communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions in a good faith effort to reach a consensus; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of the meet and confer process, does not involve an exchange of proposals and counterproposals in an endeavor to reach agreement in the form of a memorandum of understanding, nor is it subject to Article IV hereof.
- E. Employee – means any person employed by the District in a position approved in the District's allocated positions and compensation plan, as approved by the Board, except in a position designated in that plan as temporary.
- F. Employee, Confidential – means any employee who is privy to the decisions of District management relative to the District's position on matters concerning employer-employee relations and shall include employees in administrative or secretarial support positions to such employees. The District may designate confidential positions, subject to the procedures in Section 2.2 of this Resolution. (Note, this is distinct from another common use of the term “confidential employee” in public administration that refers to an employee that handles confidential legal or personnel information.) Positions included in the District’s position classification plan to be initially deemed to be confidential for the purpose of this resolution are the General Manager, Assistant General Manager, Finance Manager/CFO, and Human Resources Director, with additional positions to be possibly added in the future as provided above.
- G. Employee, Management – includes:
1. An employee having significant responsibility for the formulation and/or administration of program objectives and/ or the development of policies and procedures for their accomplishment. Management Employees include, but are not limited to: the General Manager, Assistant General Manager, Finance Manager/CFO, Human Resources Director, Public Affairs Director, Resource & Analytics Director, Facilities Manager, Engineering/Grant Manager, Operations Manager, Information Technology Manager, Construction Supervisor, Maintenance Supervisor, Water Quality/Regulatory Affairs Supervisor, Customer Care Supervisor, Accounting Supervisor, Resource and Analytics Supervisor and Customer Finance Supervisor.
 2. Any employee having authority to exercise independent judgment in carrying out District policy to hire, transfer, suspend, lay off, recall, promote, discharge, assign, award or discipline other employees, or having the responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if in connection with the foregoing, the exercise of such authority is not a merely routine and clerical nature, but requires the use of independent judgment.

- H. Employee, Professional – means employees engaged in work requiring specialized knowledge and skill attained through completion of a recognized course of instruction, including, but not limited to, attorneys, planners, librarians, analysts, engineers, recreation specialists, teachers and various types of physical, chemical and biological scientists.
- I. Employee Organization – means any organization which includes employees of the District, and which has as one of its primary purposes representing such employees in their employment relations with the District.
- J. Employer-Employee Relations – means the relationship between the District and its employees and their Employee Organization, or when used in a general sense, the relationship between District management and individual employees or Employee Organizations.
- K. Exclusively Recognized Employee Organization – means a sole employee organization certified as the representative of all employees in a unit or units, whether or not those employees are its members, and having the exclusive right and duty to meet and confer in good faith on behalf of said employees concerning statutorily required subjects pertaining to unit employees and thereby assuming the corresponding obligation of fairly representing said employees.
- L. Filing Period – means the period between November 1st and December 31st of every year following the adoption of this Resolution during which Employee Organizations may submit petitions to be recognized, decertified, or modified, or the period within which an Employee Organization may propose to modify any existing unit of representation.
- M. Fiscal Year – means the Fiscal Year for the District which is the period including January 1st through and including December 31st of every year.
- N. Impasse – means that the representatives of the District and an Exclusively Recognized Employee Organization have reached a deadlock or point in their meeting and conferring in good faith at which differences in positions on matters to be included in a memorandum of understanding or on more general mandatory bargaining matters within the scope of representation, and concerning that which they are required to meet and confer, are so substantial or prolonged that future meetings would be futile.
- O. Mediation or Conciliation – means the efforts of an impartial third person or persons, functioning as intermediaries, to assist the District and an Exclusively Recognized Employee Organization in reaching a voluntary resolution to an impasse, through interpretation, suggestion, and advice. As used herein, Mediation and Conciliation are interchangeable terms.
- P. Meet and Confer in Good Faith – (sometimes referred to herein as “Meet and Confer” or “Meeting and Conferring”) means performance by duly authorized

District and Exclusively Recognized Employee Organization representatives of their mutual obligations. The District and a representative of an Exclusively Recognized Employee Organization shall have the mutual obligation personally to meet within the time periods established by Section 1.6 of this Resolution upon request, exchange information on matters within the scope of representation, including wages, hours and other terms and conditions of employment, in a good faith effort to 1) reach agreement on those matters within the authority of such representatives, 2) freely exchange information, opinions and proposals, and 3) reach agreement in the form of a tentative agreement and/or a memorandum of understanding, on what will be recommended to the Board on those matters within the decision making authority of the Board. This does not require either party to agree to a proposal or to make a concession.

- Q. Memorandum of Understanding – means a written document jointly prepared by the District’s Employee Relations Officer, or designee(s), and a Recognized Employee Organization or Exclusively Recognized Employee Organization enumerating any agreement reached as the result of meeting and conferring on matters within the scope of representation, and the same signed by the parties involved and ratified by the majority of the relevant bargaining unit and approved by the Board.
- R. Employee Relations Officer – means the District's principal representative in all matters of employer-employee relations designated pursuant to Section 2.1, or his or her duly authorized representative.
- S. Proof of Employee Support – means (1) an authorization card recently signed and personally dated by an employee, provided that the card has not been subsequently revoked in writing by the employee or (2) a verified authorization petition or petitions recently signed and personally dated by an employee.
- T. Resolution – means, unless the context indicates otherwise, this Resolution.
- U. Scope of Representation – means all matters relating to employment conditions, and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment. District rights as defined herein in Section 1.5 are excluded from the scope of representation.
- V. Tentative Agreement – means a written agreement reached by the authorized labor relations representatives of the District and an Exclusively Recognized Employee Organization that has been ratified by the members of the affected represented employee organization(s) and signed by the labor representatives of the District and an Exclusively Recognized Employee Organization, which is intended to be considered by Board at a duly noticed public meeting for acceptance and adoption or rejection.
- W. Days – means calendar days unless otherwise stated.

Section 1.4. Employee Rights

Employees of the District shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters within the scope of representation. Employees of the District shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the District or by any employee organization because of the exercise of these rights.

Professional Employees shall not be denied the right to be represented separately from non-professional employees by an employee organization consisting of such Professional Employees.

No Management or Confidential Employee may represent any employee organization, which represents other non-Management, or non-Confidential employees of the District, on matters within the scope of representation, unless as permitted by the District's Personnel Rules, and no Management or Confidential Employee may engage in any activity with or on behalf of any employee organization which would result in an actual or apparent conflict of interest, as determined by the District's Employee Relations Officer, which includes sharing confidential labor relations information derived from their confidential status with anyone outside the District's authorized labor representatives and designated confidential employees.

Section 1.5. District Rights and Responsibilities

The District, on its own behalf and on behalf of its electors, has and will retain all powers, rights, authority, duties and responsibilities conferred and vested in it by the laws and the constitution of the State of California, the Constitution of the United States, the District's Rules and Regulations and any modifications made thereto and any resolution passed by District officials. Nothing in this Resolution shall be construed to limit or impair the right of the District to exercise its own discretion on all of the following matters, whatever may be the effect upon employment, when in its sole discretion it may determine it to be in the public interest to do any or all of the following:

- A. To manage the District generally and to determine issues of policy;
- B. To determine the necessity or organization of any service or activity conducted by the District and expand or diminish services;
- C. To determine and change the facilities, methods, means and personnel by which District operations are to be conducted;
- D. To determine and change the number of locations, relocations, and types of operations, and the processes and materials to be included in carrying out all District functions including, but not limited to, the right to contract for or subcontract any work or operation; without prejudice to the right of the employee organization to thereafter meet and confer on the effect thereof;

- E. To determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the District, and to establish and change work schedules and assignments, and to establish the days and hours when employees shall work;
- F. To relieve employees from duty because of lack of work or similar non-disciplinary reasons;
- G. To discharge, suspend or otherwise discipline employees for proper cause;
- H. To determine job classifications;
- I. To hire, transfer, promote, and demote employees for non-disciplinary reasons;
- J. To determine policies, procedures and standards for selection, training and promotion of employees;
- K. To establish employee performance standards including but not limited to quality and quantity standards;
- L. To maintain order and efficiency of its facilities and operations;
- M. To take any and all necessary actions to carry out its missions in emergency and other situations of unusual or temporary circumstances;
- N. To exercise complete control and discretion over its organization and the technology of performing its work and services; and
- O. To establish reasonable work and safety rules and regulations in order, to maintain the efficiency and economy desirable in the performance of District services.

Section 1.6. Meet and Confer

A. The District, through its representative(s), shall meet and confer in good faith with Employee representative(s) of any Recognized Employee Organization or Exclusively Recognized Employee Organization regarding matters within the scope of representation for its members or for all employees, whichever applies, in the unit for which such organization is recognized.

B. Where a Recognized Employee Organization or Exclusively Recognized Employee Organization desires to meet and confer with the District, through its representative(s), on matters within the scope of representation, said organization shall make a request in writing and specify the subjects to be discussed.

C. The Recognized Employee Organization or Exclusively Recognized Employee Organization shall submit any and all request(s) to meet and confer on matters within the scope

of representation that have a fiscal impact and are not currently accounted for in the current budget in the manner specified below:

- 1) By August 1st if it intends to have the requested item(s) considered for the budget for the next fiscal year, or, if there is a Memorandum of Understanding in existence between the parties, for the fiscal year following the expiration date of the Memorandum of Understanding, where August 1st immediately precedes the commencement of said fiscal year.
- 2) Written requests submitted by the Recognized Employee Organization or Exclusively Recognized Employee Organization may be changed during the meet and confer process so long as the total cost of the requests as changed does not exceed the cost of the requests made as of August 1st, or as of any other extension of time agreed upon by the parties.
- 3) Promptly after such written requests have been made, a meeting shall be arranged at a time and place mutually satisfactory to the parties involved.
- 4) The meet and confer process discussed in this Section 1.6(C) shall be completed by October 31st immediately preceding the commencement of the fiscal year in which the changes and/or requests are to become effective, or by any other extension of time as agreed upon by the parties in writing. In the event the meet and confer process has not been completed or an agreement is not reached within the time period(s) set forth in this Section 1.6(C), either party may declare an Impasse and initiate Impasse procedures in accordance with Article IV.

D. Where the District proposes to take action on matters regarding wages, hours, and other terms and conditions of employment within the scope of representation, whether such action be by ordinance, resolution, rule, or regulations, reasonable written notice shall be given to each Recognized Employee Organization or Exclusively Recognized Employee Organization affected thereby, and each shall be given the opportunity to meet and confer with the District, through its representative(s), prior to the adoption of same. In cases of emergency when the Board determines that an ordinance, resolution, rule or regulation must be adopted immediately without prior notice or meeting with any Recognized Employee Organization or Exclusively Recognized Employee Organization, the District shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of the same.

- 1) In the event the District gives notice of an anticipated action pursuant to this Section, the District may specify in said notice a reasonable period of time within which the meet and confer process must be completed.
- 2) If a Recognized Employee Organization or Exclusively Recognized Employee Organization fails to deliver to the District a written request for a meeting within seven (7) days after receipt of the notice given by the District, or within such other noticed time as specified by the District due to an emergency, said employee organization(s) shall be deemed conclusively to have waived any right to meet and confer as to any matter noticed by the District pursuant to this Section.

E. If a Tentative Agreement is reached by the authorized representatives of the District and an Employee Organization and ratified by the Employee Organization, the Board shall vote to accept or reject the tentative agreement within thirty (30) days of the date it is first considered at a duly noticed public meeting. If the Board accepts the Tentative Agreement, then the parties shall jointly prepare a written Memorandum of Understanding, signed by the District's representatives and the duly authorized Employee representatives, which shall be brought back for approval, adoption and implementation by the Board. Said Memorandum of Understanding shall not be binding until approved and adopted by the Board.

F. If a side-letter agreement is reached by the representatives of the District and any recognized employee organization, all agreed matters shall be incorporated as joint recommendations to the Board in a written side-letter agreement signed by the District's representatives, and the duly authorized employee representatives, and ratified by the members of the recognized employee organization. Said side letter agreement shall not be binding until approved and adopted by the Board.

Section 1.7. Consultation in Good Faith

The District, through its representatives, shall consult in good faith with representatives of Recognized Employee Organizations or Exclusively Recognized Employee Organizations prior to the modification of any rules and regulations for the administration of employer-employee relations, including any amendments to this Resolution.

ARTICLE II: REPRESENTATION PROCEEDINGS

Section 2.1. Designation of Employee Relations Officer

Unless otherwise specifically designated by the Board, the District's General Manager or such representative as he or she may designate in writing, is hereby designated the District Employee Relations Officer ("DERO"), who shall be the District's principal representative on all matters of employer/employee relations, with authority to meet and confer in good faith on matters within the scope of representation, including wages, hours and other terms and conditions of employment. The DERO may adopt reasonable rules and regulations for the conduct of elections provided for in Section 2.8.

Section 2.2. Designation of Confidential and Management Employees

A. The DERO is authorized to designate, from time to time, and after consultation with any affected recognized employee organization, Confidential Employees and Management Employees, as defined in Section 1.3 of this Resolution, and may at any time revoke such designations. Upon such designation being made, the DERO may assign such Confidential Employee to an appropriate confidential representation unit and such Management Employee to an appropriate management employee unit, if applicable and/or appropriate. Upon revocation of such designation as a Confidential or Management Employee, the DERO shall assign the affected employee to an appropriate representational unit.

B. The DERO may, from time to time, combine, alter or modify confidential employee representation units, and after consultation with any Recognized Employee Organization or Exclusively Recognized Employee Organizations concerned, combine, alter or modify management employee representation units.

C. Any Recognized Employee Organization or Exclusively Recognized Employee Organizations directly affected by an action taken by the DERO in accordance with subsection A or B above may appeal such decision in accordance with Section 2.13 to the DERO from such action. Failure to initiate an appeal within thirty (30) days shall be deemed a waiver of the organization's right to appeal the action of the DERO.

D. No action taken by the DERO in accordance with subsection A or B above shall have force and effect until expiration of the 30-day appeal period prescribed in subsection C above. If an appeal from such action is filed by an employee organization within the thirty (30) day time period prescribed above, such action shall not become effective pending hearing of the appeal and completion of the impasse procedure if invoked.

Section 2.3. Employee Unit of Representation

A. The District currently has no Bargaining Units and no Recognized Employee Organizations.

B. New or subsequently different or modified employee units of representation may be created by action of the Board as it deems appropriate, upon the District's own written notice

given to the appropriate employee organization or upon a petition filed by an employee organization pursuant to Section 2.4 of this Resolution. In making its determination, the Board will investigate and consider the following factors:

- 1) Whether and which employees share a similar community of interests, kinds of work performed, types of qualifications required, and general working conditions;
- 2) The District's needs to maintain an efficient operation;
- 3) The units of representation historically recognized by the District, except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized;
- 4) Consistency with the organizational patterns of the District;
- 5) Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units; and
- 6) Other matters considered relevant by the District to promoting sound employer-employee relations and efficient operation of the District.

Section 2.4. Requirements For and Process of Becoming a Recognized or Exclusively Recognized Employee Organization

A. Only one employee organization shall be recognized as an employee organization representing employees in a unit and, after the effective date of this Resolution, only exclusive recognition on behalf of a unit established in accordance with this Resolution or amendment hereto shall be conferred.

B. Process of Becoming Recognized. An employee organization seeking to become certified as the Exclusively Recognized Employee Organization representing employees in an appropriate unit shall file a petition ("Recognition Petition") with the DERO during the Filing Period. The Recognition Petition shall contain all of the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct, and complete:

- 1) Name and address of the employee organization;
- 2) Names and titles of its officers;
- 3) Names of employee organization representatives who are authorized to speak on behalf of the organization;
- 4) Names and addresses of no more than two (2) employee representatives to whom notices, if sent pursuant to this Resolution, will be deemed sufficient notice to the employee organization for any purpose;

- 5) A copy of the employee organization's current constitution and bylaws, which shall contain a statement that the employee organization has, as one of its primary purposes, the representation of employees in their employment relations with the District;
- 6) A statement whether the employee organization is a subordinate body of, or affiliated directly or indirectly in any manner with, any regional or state or international organization and, if so, the name and address of each such regional, state, national, or international organization;
- 7) A statement that the employee organization has no restriction on membership based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person;
- 8) The job classifications or position titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein;
- 9) A statement that the employee organization has in its possession Proof of Employee Support to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the District. Such written proof shall be submitted for confirmation to the DERO or to a representative of the California State Mediation and Conciliation Service; and
- 10) A request that the DERO formally acknowledge the employee organization as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

Section 2.5. District Response to Recognition Petition for an Exclusively Recognized Employee Organization

- A. Upon receipt of the Recognition Petition, the DERO shall determine whether:
 - 1) The Recognition Petition satisfies the requirements of Section 2.4 B.
 - 2) The proposed representation unit is an appropriate unit, in accordance with Section 2.3.
- B. If an affirmative determination is made by the DERO on the foregoing matters listed in subsection A above, then the DERO shall inform the petitioning employee organization, give written notice of the Recognition Petition to all the employees in the unit and any other employee organization(s) representing any employee in the same unit, and take no action on said request for thirty (30) days thereafter.

C. If either of the foregoing matters listed in subsection A above are not affirmatively determined, then the DERO shall deny the Recognition Petition and inform the petitioning employee organization of the reasons therefor in writing. The petitioning employee organization shall have seven (7) days to cure any defects in the Recognition Petition. All defaults must be cured, and a valid Recognition Petition must be submitted by the end of the Filing Period, unless the submission deadline is extended by the DERO, who shall not extend the cure period more than fifteen (15) days beyond the end of the Filing Period. Neither the DERO nor the District is obligated to assist the petitioning employee organization in curing the alleged defects to the Recognition Petition.

D. The petitioning employee organization may appeal such determination in accordance with Section 2.13.

Section 2.6. Open Period for Filing Challenging Petition to an Exclusively Recognized Employee Organization

Within thirty (30) days of the date written notice was given to affected employees that a valid Recognition Petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the Exclusively Recognized Employee Organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the Recognition Petition being challenged), by filing a petition evidencing Proof of Employee Support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section 2.4. If such challenging petition seeks establishment of an overlapping unit, the DERO shall call for a meeting on such overlapping Recognition Petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the Board shall determine the appropriate unit or units in accordance with the standards in Section 2.3. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the DERO to amend their petitions to conform to such determination or to appeal such determination pursuant to Section 2.13.

Section 2.7. Granting Recognition to an Exclusively Recognized Employee Organization Without an Election

If the Proof of Employee Support shows that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent them, and if no other employee organization files a challenging petition, the petitioning employee organization and the DERO shall request the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to review the count, form, accuracy, and propriety of the Proof of Employee Support. If the neutral third party makes an affirmative determination, then the DERO shall certify the petitioning employee organization as the Exclusively Recognized Employee Organization for the appropriate unit.

Section 2.8. Granting Recognition to an Exclusively Recognized Employee Organization Through an Election Process

A. Upon the submission of valid Recognition Petitions of more than one employee organization for employees in the same or overlapping units, the DERO shall arrange for a secret ballot election to be conducted by the District Clerk or such other third party agreed to by the DERO and the concerned employee organization(s), in accordance with such party's rules and procedures, subject to the provisions of this Resolution. All employee organizations who have duly submitted Recognition Petitions which have been determined to be in conformance with this Resolution shall be included on the ballot. The ballot shall also reserve to employees the choice of representing themselves individually in their employment relations with the District. Employees entitled to vote in such election shall be those persons employed in regular, permanent positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the District in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election, if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast. The rules governing an initial election are applicable to a run-off election.

B. There shall be no more than one election under this Resolution pursuant to any Recognition Petition in a twelve (12) month period affecting the same unit.

C. In the event that the parties are unable to agree on a third party to conduct the election, the election shall be conducted by the California State Mediation and Conciliation Service. If a third party conducts the election, then the costs of conducting elections shall be borne in equal shares by the District and by each employee organization appearing on the ballot.

D. An Exclusively Recognized Employee Organization of the unit for which a decertification election is being conducted shall also appear on the ballot, unless within fourteen (14) days of receipt of the notice of the Decertification or Recognition Petition, or notice of the unit determined by the Board, whichever is later, said employee organization provides written notice to the DERO that it does not intend to participate in the election. Notice of the intention not to participate in the election shall constitute withdrawal from representation of the unit effective the date the notice of intention not to participate in the election is received by the DERO.

E. The DERO shall announce the date of the election and the voting location or locations at least twenty-eight (28) days before the date of such election. Employees shall vote in person.

Section 2.9. Procedure for Decertification of Exclusively Recognized Employee Organization

A. A decertification petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit (“Decertification Petition”) may be filed with the DERO only during the Filing Period or the twenty-nine (29) day period less than one-hundred twenty (120) days, but no more than ninety (90) days, prior to the expiration date of a Memorandum of Understanding then in effect, provided that a Decertification Petition may not be filed within twelve (12) months of initial recognition of an Exclusively Recognized Employee Organization. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct, and complete:

1) The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.

2) The name of the established appropriate unit and the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.

3) An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.

4) Proof of Employee Support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation to the DERO or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section. An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a petition under this Section in the form of a Recognition Petition that evidences Proof of Employee Support of at least thirty (30) percent, that includes the allegation and information required under this Section, and otherwise conforms to the requirements of Section 2.4.

B. The DERO shall initially determine whether the Decertification Petition has been filed in compliance with the applicable provisions of this Resolution.

1) If the foregoing matters listed in subsection A above are not affirmatively determined, then the DERO shall deny the Decertification Petition and inform the petitioning employee organization of the reasons therefor in writing. The petitioning employee organization shall have seven (7) days to cure any defects in the Decertification Petition. Neither the DERO nor the District is obligated to assist the petitioning employee organization in curing the alleged defects to the Decertification Petition.

2) If the foregoing matters listed in subsection A of this section are affirmatively determined by the DERO, or if his/her negative determination is reversed on

appeal, then the DERO shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees. The DERO shall thereafter arrange for a secret ballot election to be held to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted within the same timeframe and under the same procedures as set forth in Section 2.8.

- 3) The petitioning employee organization may appeal such determination in accordance with Section 2.13.

C. During the Filing Period or the twenty-nine (29) day period less than one-hundred twenty (120) days, but more than ninety (90) days, prior to the expiration of a Memorandum of Understanding then in effect, the DERO may give written notice of the District's specific intent to the affected employee organization, when the DERO has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to said organization and all unit employees that an election will be arranged and held by the DERO to determine that issue. In such event, any other employee organization may, within fifteen (15) days of such notice, file a Recognition Petition in accordance with Section 2.4B, which the DERO shall act on in accordance with this Section.

D. If, pursuant to this Section, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

Section 2.10. Procedure for Modification of Established Appropriate Units

A. Requests by employee organizations for modifications of established appropriate units ("Modification Petition") may be considered by the DERO. The Modification Petition shall be submitted during the Filing Period or the twenty-nine (29) day period less than one-hundred twenty (120) days, but not more than ninety (90) days prior to the expiration of a Memorandum of Understanding then in effect. The Modification Petition shall be in the form of a Recognition Petition, and, in addition to the requirements set forth in Section 2.4B, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Section 2.3. The DERO shall process the Modification Petition consistent with the requirements applicable to a Recognition Petition under this Resolution.

B. Proof of Support: When an employee organization requests the addition of classifications or positions to its established unit, and the addition of the positions would increase the existing unit size by ten (10) percent or more, the DERO will require proof of majority support of persons employed in the classifications or positions to be added. The DERO will require proof of at least thirty (30) percent support among the affected employees if a pending representation petition by another employee organization overlaps the positions at issue in the unit modification petition.

C. At any time, the DERO may, by giving written notice of District's intent to the affected employee organization, propose that an established unit be modified. The DERO shall give written notice of the proposed modification(s) to any affected employee organization(s), and each employee within said affected unit or units, and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the DERO shall determine the composition of the appropriate unit or units in accordance with Section 2.3 and shall give written notice of such determination to the affected employee organizations.

1) The DERO's determination may be appealed in accordance with Section 2.13.

2) If a unit is modified pursuant to the written notice of the DERO hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section 2.4.

Section 2.11. Procedure for Processing Severance Requests

A. An employee organization may file a request to become the Exclusively Recognized Employee Organization of a unit alleged to be appropriate that consists of a group of employees who are already a part of a larger established unit represented by another Exclusively Recognized Employee Organization ("Severance Request"). The timing, form, and processing of the Severance Request shall be as specified in Section 2.10 for a Modification Petition.

B. Proof of Support: When an employee organization requests severance of classifications or positions to its established unit, and the severance of the positions would decrease the existing unit size by ten (10) percent or more, the DERO will require proof of majority support of persons employed in the classifications or positions to be severed. The DERO may require proof of at least thirty (30) percent support among the affected employees. The DERO's determination may be appealed in accordance with Section 2.13.

Section 2.12. Amendment of Certification

A. Employee Organization Petition

1) An Exclusively Recognized Employee Organization shall file with the DERO a petition to amend its certification or recognition ("Amendment Petition") in the event of a merger, amalgamation, change in affiliation, or transfer of jurisdiction.

2) The Amendment Petition shall be in writing, signed by an authorized agent of the employee organization, and contain the following information:

(a) The name, address and telephone number of the employee organization and the name, address and telephone number of the agent to be contacted;

(b) A brief description and the title of the established unit;

- (c) A clear and concise statement of the nature of the merger, amalgamation, affiliation, or other change in jurisdiction, and the new name of the employee organization. The statement shall include the following information:
 - (i) Whether the new organization has the same structure as the former organization (e.g., eligibility for membership, dues/fees structure, continuation of the manner in which contract negotiations, administration and grievance processing will be effectuated), and if not, an explanation of the change(s) in structure;
 - (ii) Whether the officers and representatives of the new organization are the same as the former organization, and if not, a specification of the changes in officers and/or representatives;
 - (iii) Whether the power of the members to control the organization's agents is the same as it was in the former organization (e.g., input into contract proposals, contract ratification, frequency of membership meetings, preservation of the former organization's physical facilities, books, and assets, choosing/oversight of executive board members), and if not, a specification of what changes have been made; and
 - (iv) Whether the organization's members were given an opportunity to vote on the change in status, and if so, a description of the voting process and results.

B. Review Process

- 1) Upon receipt of a petition filed pursuant to Section 2.12 A above, the DERO shall conduct such inquiries and investigations, and hold such meetings as deemed necessary and/or conduct a representation election in order to decide the questions raised by the Amendment Petition.
- 2) The DERO may dismiss the Amendment Petition if the petitioner has no standing to petition for the action requested or if the Amendment Petition is improperly filed.
- 3) In determining whether to grant the Amendment Petition, the DERO will examine the following issues:
 - (a) Whether the new organization has the same or similar structure as the former organization;
 - (b) Whether the officers and representatives of the new organization are substantially the same as the former organization;

- (c) Whether the power of the members to control the organization's agents are substantially the same; and
 - (d) Whether the organization's members were given an opportunity to vote on the change in status.
- C) Determination
- 1) Unless the DERO finds that there is no substantial continuity of identity and representation between the former and new organizations, the DERO will issue an amendment of certification reflecting the new identity of the Exclusively Recognized Employee Organization. Such certification shall not be considered to be a new certification for the purpose of computing time limits pursuant to Section 2.9. The terms and conditions of a Memorandum of Understanding then in effect shall remain in effect until said Memorandum of Understanding expires.
 - 2) If the DERO determines that there is no substantial continuity of identity and representation between the former and new organizations, then the DERO shall order an election in conformance with Section 2.9.
 - 3) The DERO's determination may be appealed in accordance with Section 2.13.

Section 2.13. Appeals

A. Within fifteen (15) days of a final decision of the DERO, (i) an employee organization aggrieved by a determination of an appropriate unit or that a Recognition Petition (Sec. 2.4), Challenging Petition (Sec. 2.6), Decertification Petition (Sec. 2.9), Modification Petition (Sec. 2.10), Severance Request (Sec. 2.11), or Amendment Petition (Sec. 2.12) has not been filed in compliance with Article II; or (ii) employees aggrieved by a determination that a Decertification Petition (Sec. 2.9) or Severance Request (Sec. 2.11) has not been filed in compliance with Article II, may request to submit the matter to mediation by the State Mediation and Conciliation Service. In lieu thereof, or fifteen (15) days after such mediation proceedings, said employee organization or employees may appeal such determination to the Board for final decision.

B. Appeals to the Board shall be filed in writing with the District Clerk, and a copy thereof served on the DERO. The Board shall commence to consider the matter within thirty (30) days of the filing of the appeal. The Board may, in its discretion, refer the dispute to a third party hearing process. Any decision of the Board on the use of such procedure, and/or any decision of the Board determining the substance of the dispute, shall be final and binding. Any costs for the appeal shall be borne equally by the District and the appealing employee organization.

ARTICLE III. ADMINISTRATION

Section 3.1. Submission of Current Information by Employee Organizations

All Recognized and Exclusively Recognized Employee Organizations shall advise the DERO in writing immediately of any changes in the information enumerated in Section 2.4 C within fourteen (14) days of such change.

Section 3.2. Employee Organization Activities – Use of District Resources

Access to District work locations and the use of District paid time, facilities, equipment and other resources by employee organizations and those representing them, shall be authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures, shall be limited to lawful activities consistent with the provisions of this Resolution that pertain directly to the employer-employee relationship and not to such internal employee organization business as soliciting membership, campaigning for office, or organization meetings and elections, and shall not interfere with the efficiency, safety, and security of District operations.

ARTICLE IV. IMPASSE PROCEDURES

Section 4.1. Initiation of Impasse Procedures

If the meet and confer process has reached an Impasse, then either party to the negotiations may initiate the Impasse procedure by filing with the other party a written request for an Impasse meeting together with a statement of its position on all remaining disputed issues. An Impasse meeting shall then be scheduled by the DERO forthwith after the date of filing of the written request for such meeting. The purpose of the impasse meeting is two-fold:

- (a) To review the position of the parties in a final effort to reach agreement on the negotiable subjects at hand, including but not limited to a Memorandum of Understanding; and
- (b) If the Impasse cannot be not resolved, then to discuss arrangements for the utilization of the Impasse procedures provided herein.

Section 4.2. Impasse Procedures

Impasse procedures may be invoked if the matters remaining in dispute are so substantial or prolonged that future meetings would be futile and/or the possibility of a settlement by direct discussion have been reasonably exhausted. The Impasse procedures are as follows:

- (a) If the parties agree to submit the dispute to mediation, then mediation will be conducted by a mediator from the California State Mediation and Conciliation Service, unless the parties agree to use another mediator. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues. If there is a cost for the services of a mediator, then such costs shall be borne equally by the District and the involved employee organization.
- (b) If the parties, having so agreed to mediation, fail to resolve the dispute within thirty (30) days after the appointment of the mediator, then the employee organization thereafter may request to submit the Impasse to factfinding, as provided by state law. The parties are free to mutually extend the time limit if confirmed in writing.
- (c) If the parties do not agree to mediation, then the employee organization may request to submit the Impasse to factfinding, as provided in Section 4.3 below.
- (d) If the Impasse has not been resolved through factfinding, or the employee organization fails to request factfinding, then the Impasse will be sent to the Board, which shall hold a public hearing on the Impasse and take such action regarding the Impasse as it, in its discretion, deems appropriate as in the public interest, including but not limited to, unilaterally

implementing its last, best, and final offer or such terms as must be reasonably comprehended from the last, best, and final offer. Any legislative action by the Board on the Impasse shall be final and binding.

Section 4.3. Factfinding Procedures

A. Upon failure to agree to, or upon failure to reach an agreement through, mediation, the employee organization may submit a written request to the DERO and the Public Employment Relations Board for a factfinding panel in accordance with state law:

- 1) If the dispute was submitted to mediation, then the written request for a factfinding panel must be submitted not sooner than thirty (30) days, but not more than forty-five (45) days, after the appointment of the mediator.
- 2) If the dispute was not submitted to mediation, then the written request for a factfinding panel must be submitted not later than thirty (30) days following the date that either party provided the other with a written notice of an Impasse and request for an Impasse meeting.

B. The request for fact-finding shall be filed with the Public Employment Relations Board - Los Angeles Regional Office located at 700 N. Central Ave., Glendale, California 91203-3219, with a proof of service, containing a declaration signed under penalty of perjury with the following information: (1) the name of the declarant; (2) the county and state in which the declarant is employed or resides; (3) a statement that the declarant is over the age of 18 years and not a party to the case; (4) the address of the declarant; (5) a description of the documents served; (6) the method of service and a statement that any postage or other costs were prepaid; (7) the name(s), address(es) and, if applicable, fax number(s) used for service on the party(ies); and (8) the date of service. Approval or disapproval of all requests for factfinding shall be in the discretion of the Public Employment Relations Board.

C. Within five (5) working days after notification from the Public Employment Relations Board that the factfinding request has been approved, each party shall select a person to serve as its member of the factfinding panel and notify the Public Employment Relations Board of its selection. The parties shall then select the chairperson by utilizing a strike procedure whereby each side strikes a member of the list provided by PERB until one is selected. Within five (5) working days after a chairperson is selected through this procedure, the parties may alternatively mutually agree upon another person to serve as chairperson. The strike procedure will be initiated by a coin toss by a representative of the District, who shall flip the coin and call the chosen side, witnessed by the employee organization, with the winning party having the election to strike first or second. The costs for the services of the chairperson, including per diem fees, if any, and actual and necessary travel and subsistence expenses, shall be divided equally between the parties. Any other mutually incurred costs shall be divided equally between the parties. Any separately incurred costs for the panel member selected by each party shall be borne by that party. The parties are free to mutually extend the time limit if confirmed in writing.

D. Within ten (10) days of its appointment, the factfinding panel shall meet with the parties or their representatives, either jointly or separately, and may make inquiries and investigations, hold hearings, and take any other steps it deems appropriate, including issuance of subpoenas requiring attendance and testimony and production of evidence. The parties are free to mutually extend the time limit if confirmed in writing.

E. Within thirty (30) days of its appointment, or upon agreement by the parties for a longer period, and if the dispute is not settled by the parties within said time period, the factfinding panel shall make findings of fact and recommend terms of settlement, which shall be advisory only. In making its findings and recommendations, the fact-finding panel shall consider the following criteria:

- 1) State and federal laws that are applicable to the District;
- 2) Local rules, regulations, or ordinances;
- 3) Stipulations of the parties;
- 4) The interests and welfare of the public and the financial ability of the District;
- 5) Comparison of the wages, hours, and conditions of employment to employees performing similar services in comparable public agencies;
- 6) The consumer price index for goods and services, commonly known as the cost of living;
- 7) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received; and
- 8) Any other facts which are normally or traditionally taken into consideration in making the findings and recommendations.

F. The factfinding panel shall submit its findings and recommendations in writing to the parties prior to making them available to the public for the purpose of resolving the impasse. The District shall make the findings and recommendations available to the public within ten (10) calendar days after its receipt. If the Impasse has not been resolved within ten (10) calendar days after the District's receipt of the factfinding panel findings and recommendations, then the Impasse shall be sent to the Board, which shall then hold a hearing on the Impasse and take such action regarding the Impasse as it, in its discretion, deems appropriate as in the public interest, including but not limited to unilaterally implementing its last, best, and final offer or such terms as may be reasonably comprehended therefrom. Any legislative action by the Board on the Impasse shall be final and binding, including but not limited to unilaterally implementing its last, best, and final offer or such terms as may be reasonably comprehended therefrom.

ARTICLE V. MISCELLANEOUS PROVISIONS

Section 5.1. Peaceful Performance of District Services

Participation by an employee in any manner, in any strike, work stoppage, slow down, sick-in, or other concerted refusal to work by employees of the District or participation in any manner in any picketing or support of any such strike, work stoppage, slow down, sick-in, or other concerted refusal to work or impediment to work by employees of the District, or participation or inducing other employees of the District to engage in such activities shall subject the employee to disciplinary action up to and including termination. If an Exclusively Recognized Employee Organization, its representatives, or members, engage in, cause, instigate, encourage, or condone, in any manner, any strike, work stoppage, slow down, sick-in, or any other concerted refusal to work by employees of the District or any picketing in support thereof or any other form of interference with or of the peaceful performance of the District services in addition to any other lawful remedies or disciplinary actions, the District General Manager may suspend or revoke the recognition granted such employee organization, may suspend or cancel any or all payroll deductions payable to such organization and prohibit the use of bulletin boards, prohibit the use of District facilities, and prohibit access to former work or duty stations by such organization.

Any decision of the District General Manager made under provisions of this section may be appealed to the District Board by filing a written notice of appeal with the District General Manager accompanied by a complete statement setting forth all the grounds upon which the appeal is based. Such notice of appeal must be filed within seven (7) days after the District General Manager provides to the affected employee organization notice of the decision upon which its complaint is based. If a written notice of appeal is not filed with the District General Manager within seven (7) days, then the decision of the District General Manager shall be deemed final and not subject to any other appeal.

Section 5.2. Rules and Regulations

The Board may from time to time adopt such additional rules and regulations necessary or convenient to implement the provisions of this Resolution and provisions of the MMBA after meeting and consulting with all recognized employee organizations.

Section 5.3. Construction

Nothing in this Resolution shall be construed to deny any person the rights granted by federal and state laws and any policies or provisions of the District's rules and regulations.

The rights, power and authority of the Board on all matters, including the right to maintain any legal action, shall not be modified or restricted by this Resolution.

Provisions of this Resolution are not intended to conflict with the provisions of the MMBA or the provisions of the District's personnel system which provides for other methods of administering employee relations.

Section 5.4. Severability

If any provision of this Resolution or the application of such provision to any person or circumstance, shall be held invalid, then the remainder of this Resolution or the application of such provision to persons to circumstances other than those to which it is held invalid, shall not be affected thereby.

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED on this 26th day of October 2020 by the Board of Directors of the Palmdale Water District.



Vincent Dino, President
Board of Directors
Palmdale Water District



Don Wilson, Secretary
Board of Directors
Palmdale Water District

APPROVED AS TO FORM:



Aleshire & Wynder. LLP
Eric Dunn, District General Counsel