

Council Meeting of
March 20, 2007

Honorable Mayor and Members
 of the City Council
 City Hall
 Torrance, CA

SUBJECT: Amendment to Resolution 2005-110 to Implement the Compensation for Public Safety Dispatcher and Premium Pay for Police Communications Operators. Expenditure: \$150,000

RECOMMENDATION

The City Manager recommends adoption of an amendment to Resolution No. 2005-110 governing employees represented by TME-AFSCME to unilaterally implement the recommended salary range and compensation package for the Public Safety Dispatcher as follows:

- Eight-step salary grid, ranging from \$20.55 to \$28.91 per hour.
- Creation of the following premiums:
 - Emergency Medical Dispatcher (EMD) Certification
 - Peace Officers Standards and Training (POST) Certification
 - Training Pay
 - Bilingual Pay

In addition, it is recommended that the City Council amend the Resolution to implement a modification to the Premium for Training Pay for Police Communications Operators.

Funding

Funding is available in wage reserve of the current budget as previously approved at the City Council on May 24, 2005 as part of the implementation of the consolidated Public Safety Communications Center.

BACKGROUND

In May 2003, the consolidation of the Police and Fire Communication Centers was approved by Your Honorable Body with the adoption of the Fiscal Year 2003-05 budget. The consolidation offered opportunities to achieve savings and improve public safety response through a centralized Public Safety Dispatch Center. Additional non-sworn Communications staff would be added to allow for the reassignment of six Police Officers from the Communications Center to field detail.

As discussion ensued regarding the consolidation, several concerns were raised by TME-AFSCME on behalf of the Police Communications Operators regarding the disparity in pay between the incumbents and the Fire Communications Operators. This was in part due to the longevity pay received by those represented by TFFA. Other concerns were raised by former TME-AFSCME President, Alan Lee, in late 2004, that the Union was opposed to the implementation of the consolidated Communications Center if career advancement opportunities were not made available for those represented by TME-AFSCME. Shortly thereafter, Kathy Keane, former Lead Negotiator, tabled all negotiations regarding the proposed Public Safety Dispatcher implementation and withdrew all offers (including proposed compensation for the new class and any adjustment to compensation for Police Communications Operators).

On May 24, 2005, Council approved a revised organizational structure of the Public Safety Communications Center which included the addition of a Public Safety Communications Supervisor. On September 27, 2005, Council approved the newly created Public Safety Communications Supervisor class specification and compensation. The implementation of the compensation package was met and conferred upon and TPSA concurred with the compensation package. Thus the Public Safety Communications Supervisor would be a potential promotional opportunity for existing Police Communications and Fire Communications Operators as well as the proposed Public Safety Dispatcher.

On October 11, 2005, Council adopted a Resolution implementing a Memorandum of Understanding between TME-AFSCME and Management. As part of the MOU, the salary grid for the Police Communications Operator was modified by the addition of two steps (steps 6 & 7) that employees would be eligible for at the beginning of the 16th and 25th year of employment respectively. This action brought the top step of the Police Communications Operator up to \$28.27 per hour and with the addition of longevity pay of 10% at 19 years, the hourly pay of a 25-year employee to \$31.10 per hour. This action was taken in order to equalize the differential in pay between the Police Communications Operator and the Fire Communications Operator. (The hourly rate for Fire Communications Operators at top step with maximum longevity pay is \$31.11 per hour for 25-year employees.)

Management began meeting and conferring with TME-AFSCME in November 2005 and received concurrence on implementation of the Public Safety Dispatcher class specification in December 2005; however, the parties were not able to reach agreement on the compensation package. Impasse was declared on the matter in March 2006 in accordance with Section 14.8.24 of the Torrance Municipal Code (Attachment A).

The City and TME-AFSCME participated in mediation in July 2006. No agreement was reached and impasse was declared. TME-AFSCME proceeded to request fact-finding. Fact-finding under the Employee Relations provision of the City Code is an external advisory step (Attachment B). A fact-finding hearing was conducted in November 2006. The fact-finder issued his report on January 27, 2007 and his "findings and conclusions" stated the following: *There are really not any factual issues in this dispute.* The fact finder arrived at other conclusions not in the scope of his role as fact finder. His full findings and conclusions are attached (Attachment C). Based on the fact finder's finding that there are no factual issues in the dispute, the City's participation in the fact finding process has been completed. The impasse procedure as set forth in the Torrance Municipal Code has been satisfied and the implementation of the City's last, best, and final offer is before the Your Honorable Body.

ANALYSIS

The compensation package offered in Management's Last, Best and Final offer provides the following for the Public Safety Dispatcher classification:

- Salary grid consisting of eight steps ranging from \$21.57 to \$28.91 per hour.
- Premium for attainment of Emergency Medical Dispatch (EMD) certification of 5%.
- Premium for attainment of Peace Officers Standards and Training (POST) Dispatch certification of 5%.
- Premium for training 5% while so assigned.
- Bilingual pay \$50/mo. upon certification.

In addition, modification to compensation for Police Communications Operators who elect to **not** transfer into the new classification provides the following:

- Maintain existing salary grid of seven steps ranging from \$21.11 - \$28.27 per hour.
- Retain longevity pay ranging from 2.5% to 10%.
- Increase in Training Premium from 2% to 5%.

Proposed New Salary and Premium Pay

	1	2	3	4	5	6	7	8
New Salary	\$20.55	\$21.57	\$22.65	\$23.78	\$24.97	\$26.22	\$27.53	\$28.91

Existing Salary	1	2	3	4	5	6	7
Police Comm. Operator*	\$21.11	\$22.16	\$23.26	\$24.45	\$25.66	\$26.78*	\$28.27*

*Effective 12/05 Step 6 - 16 years and Step 7 - 25 years

Police Communications Operators (PCO)					Public Safety Dispatchers (PSD)					
Employees	Step	Base	Lngvt 2.5% - 10%	Existing Total Wages	New Step	Base Wages	EMD 5%	POST 5%	Total w/ EMD & POST	% Increase vs. Existing
PCO - A	2	\$23.26	\$ -	\$23.26	4	\$23.78	\$1.19	\$1.19	\$26.16	12.5%
PCO - B	5	\$25.66	\$1.28	\$26.94	7	\$27.53	\$1.38	\$1.38	\$30.28	12.4%
PCO - C	7	\$28.27	\$2.83	\$31.10	8	\$28.91	\$1.45	\$1.45	\$31.80	2.3%
PCO - D	7	\$28.27	\$2.83	\$31.10	8	\$28.91	\$1.45	\$1.45	\$31.80	2.3%
PCO - E	7	\$28.27	\$2.83	\$31.10	8	\$28.91	\$1.45	\$1.45	\$31.80	2.3%
PCO - F	5	\$25.66	\$0.64	\$26.30	7	\$27.53	\$1.38	\$1.38	\$30.28	15.1%
PCO - G	7	\$28.27	\$2.83	\$31.10	8	\$28.91	\$1.45	\$1.45	\$31.80	2.3%
PCO - H	7	\$28.27	\$2.83	\$31.10	8	\$28.91	\$1.45	\$1.45	\$31.80	2.3%
PCO - I	1	\$22.16	\$ -	\$22.16	3	\$22.65	\$1.13	\$1.13	\$24.92	12.4%
PCO - J	1	\$22.16	\$ -	\$22.16	3	\$22.65	\$1.13	\$1.13	\$24.92	12.4%

Note 1: Police Communication Operators (PCO) currently receive \$.50 per hour (approximately 2%) while so assigned to training; under the new wage structure the training premium will increase to 5%. The increased premium is available both to employees that remain in the current PCO classification or that transfer into the Public Safety Dispatcher (PSD) classification. The premium value is not reflected in the wage columns above as it is earned only "while so assigned" to training duties.

Note 2: A concern has been expressed that existing PCOs at top step will lose \$.75 per hour upon transfer to the new classification. This concern assumes that a tenured PCO transfers to the new classification, possesses the POST certification, but does not seek the EMD certification to qualify for the 5% premium as seen below:

		<u>Total Hourly Wage</u>
Existing Step 7 PCO (with longevity)		\$31.10
New PSD Step 8	\$28.91	
New Post Prem for existing cert.	<u>\$ 1.45</u>	
	\$30.36	<u>\$30.36</u>
Difference		(\$ 0.74)

However, without loss of pay, existing employees at top step can choose to:

- ▶ remain in their current classification, with increased training premium while so assigned (at no loss in pay); or
- ▶ remain in their current classification, obtain the EMD certification then transfer into the new classification and increase their salary by 2.3%, plus increased training premium (while so assigned).

Police Communications Operators that move to the position of Public Safety Dispatcher would be placed on the step closest to their existing pay. Those who obtain EMD and POST certification would receive increases ranging from 2.3% (\$.70 per hour) up to 15.1% (\$3.98 per hour) depending on their existing pay. Employees would be compensated for performing a wider range of duties consistent with Safety Dispatcher positions and for certifications that are critical to the performance of the job.

All employees in the Communications Center have been offered training opportunities in order to attain EMD and POST certification paid for by the City. Future training opportunities will continue to be made available to all employees.

The City has met and conferred in good faith, has concluded the impasse procedure and has provided a compensation package that is fair and competitive.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

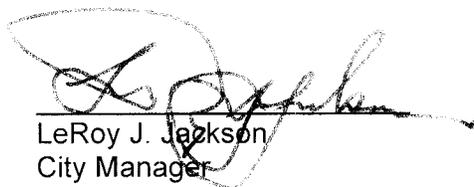


Melody P. Lawrence
Human Resources Manager



Mary K. Giordano
Assistant City Manager

CONCUR:



LeRoy J. Jackson
City Manager

Attachments:

- A) Resolution
- B) Torrance Municipal Code Section 14.8.24 – Resolution of Impasse
- C) Torrance Municipal Code Section 14.8.2 – Definitions
- D) Fact-Finding Report January 27, 2007
- E) Letter to Jeannie Moorman regarding Unilateral Implementation

Attachment A**RESOLUTION NO. 2007-____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE AMENDING RESOLUTION NO. 2005-110 SETTING FORTH CHANGES REGARDING HOURS WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY TORRANCE MUNICIPAL EMPLOYEES – AFSCME, LOCAL 1117.

The City Council of the City of Torrance does hereby resolve as follows:

SECTION I

WHEREAS, the City and TME-AFSCME, Local 1117, have not reached agreement on the compensation package for the Public Safety Dispatcher and modification to the premium pay for Police Communications Operator; and

WHEREAS, the City and TME-AFSCME, Local 1117, have participated in mediation and fact-finding in accordance with the impasse procedure set forth in Section 14.8.24 of the Torrance Municipal Code; and

WHEREAS, the fact-finder has filed a report with the City and TME-AFSCME, Local 1117 and the impasse procedure has been satisfied;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TORRANCE shall implement the last, best and final offer of compensation for the Public Safety Dispatcher and modification to the premium pay for Police Communications Operator.

SECTION II

Effective March 20, 2007

ARTICLE 2 – COMPENSATION**SECTION 2.1 SALARY RANGES AND CLASS TITLES**

	1	2	3	4	5	6	7	8
Public Safety Dispatcher*	\$20.55	\$21.57	\$22.65	\$23.78	\$24.97	\$26.22	\$27.53	\$28.91

* Not Eligible for Longevity.

SECTION 2.6 LONGEVITY

A. Crafts and Trades employees covered by this Agreement shall receive longevity pay in the following manner **except Public Safety Dispatcher**.

ARTICLE 3 – SPECIAL COMPENSATION

SECTION 3.1 PREMIUMS

D. Designated Assignments:

7. ~~Services Officers and Police Communications Operators~~ who are required to provide training for new employees shall receive a premium pay of fifty cents (\$.50) per hour while so assigned.
18. Public Safety Dispatchers and Police Communications Operators shall receive a 5% premium for training while so assigned.
19. Public Safety Dispatchers
- a. Upon proof of certification shall receive a 5% premium for acquiring and maintaining an Emergency Medical Dispatch (EMD) Certificate. This premium shall be suspended 60 days from expiration of certification and will not be reinstated until the employee provides proof of current certificate.
 - b. Upon proof of certification shall receive a 5% premium for acquiring and maintaining a Peace Officers Standards and Training Dispatch (POST) Certificate. This premium shall be suspended 60 days from expiration of certification and will not be reinstated until the employee provides proof of current certificate.
 - c. Upon approval of the Police department of the eligibility of an employee to receive bilingual pay, the eligible employee shall receive \$50 per month.

SECTION III SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction such decision shall not affect the validity of the remaining portions of the Resolution. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Introduced, approved and adopted this _____ day of March 2007.

Mayor Frank Scotto

APPROVED AS TO FORM:
JOHN FELLOWS III, City Attorney

ATTEST:

By _____
Ronald T. Pohl, Assistant City Attorney

Sue Herbers, CMC
City Clerk

Attachment B**SECTION 14.8.24. RESOLUTION OF IMPASSE ON AGREEMENT TERMS.**

- a) If the appropriate management representatives and the representatives of a recognized employee organization reach an impasse, the matter may be submitted for mediation to the California State Conciliation Service by either party. All mediation proceedings shall be private.
- b) Either party may request fact-finding in accordance with this section in connection with any disputed matter.
- c) A fact-finder so requested shall be selected by the parties from a list of arbitrators supplied by State Conciliation Service.
 - 1) The recommendations of the fact-finder or fact-finders shall be limited to the issues originally referred for dispute settlement.
 - 2) Fact-finding proceedings shall be private.
 - 3) The fact-finding report shall be filed with the parties in interest.
- d) The fees and expenses, if any, of mediators and fact-finders shall be shared equally by the parties involved. The City shall furnish meeting space and recording and transcribing services when requested for such proceedings.

ARTICLE 8 - EMPLOYER-EMPLOYEE RELATIONS (Added by O-1973; O-1974)

SECTION 14.8.2. DEFINITIONS.

(Amended by O-3119)

As used in this Article, the following terms shall have the meanings indicated:

- a) Recognized employee organization or recognized employee representative means employee organization, or its duly authorized representative, that has been certified by the Employee Relations Committee of the Civil Service Commission, as representing the majority of the employees in an appropriate representation unit.
- b) Committee means the Employee Relations Committee of the Civil Service Commission.
- c) Confidential employee means any employee who is privy to decisions of City management affecting employee relations.
- d) Consult means to communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions.
- e) City means the City of Torrance, California, a body corporate and politic and chartered under the laws of the State of California and where appropriate herein, City refers to the City Council, the governing body of said City, or any duly authorized management representative as herein defined.
- f) Employee means any person employed by the City in a permanent position.
- g) Employee organization means any registered employee organization which includes employees of the City and which has as one of its primary purposes representing such employees in their employment relations with the City.
- h) Employee relations means the relationship between the City and its employees and their employee organizations, or when used in general sense the relationship between management and employees or employee organizations.
- i) Representation Unit means a unit established pursuant to Section 14.8.11. of this Article.
- j) Fact-finding or advisory arbitration means identification of the major issues in a particular dispute, review of the positions of the parties, resolution of factual difference by one or more impartial fact-finders, and the making of recommendations for settlement if requested by either party.**
- k) Impasse means a failure to reach agreement over a protracted period of time between a recognized employee organization and the City over any matter within the scope of representation, or over the scope of such matter at issue.
- l) Management employee means an employee of the City who is designated by the City Manager to represent the City in Meet and Confer, who can resolve grievances, and who can effectively recommend discipline and appointment of personnel. Such shall include the City Manager, his assistants, the department heads and division heads who have included in their responsibility acting for the department head in his or her absence. (O-2209; O-3119)
- m) Mediation means the efforts of an impartial third person or person functioning as an intermediary, to assist the parties in reaching a voluntary resolution to an impasse.
- n) Meet and confer in good faith means performance by duly authorized management representatives and duly authorized representatives of a recognized employee organization of their mutual obligation to come together in person at reasonable times to exchange ideas and to attempt to reach agreement on issues involving wages, hours, and other terms and conditions of employment, and includes the mutual obligation to execute a written Memorandum of Understanding incorporating any agreement reached. This obligation does not compel either party to agree to a proposal or to make concession.
- o) Memo of understanding means a written document jointly prepared by management and a recognized employee organization or organizations enumerating any agreement reached as the result of meeting and conferring in good faith on matters within the scope of representation, and signed by the parties involved.
- p) Article means, unless otherwise specified herein, Article 8 of Chapter 4 of the Torrance Municipal Code.

q) Professional means either:

1) A classification of employees engaged in work (i) predominately intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work; (ii) involving the constant exercise of discretion and judgment in its performance; and (iii) requiring knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes; or

2) A classification of employees who (i) have completed the courses of specialized intellectual instructions and study in clause (iii) of item 1) of this paragraph; and (ii) are performing related work under the supervision of a professional person in order to qualify to become a professional employee as defined in item 1) of this paragraph.

r) Registered employee organization means any organization which includes employees of the City and which has as one of its primary purposes representing such employees in their employment relations with the City and which has complied with the requirements of Section 14.8.10 of this Article.

FACT FINDING

OPINION AND RECOMMENDATION

In the Matter of Fact Finding)	Issue: Compensation Package Public Safety
)	Dispatcher, Police Communications
Between)	Operators
)	
CITY OF TORRANCE)	CSMCS Case # ARB-06-003 Fact Finding
)	
And)	
TORRANCE MUNICIPAL EMPLOYEES,)	
AFSCME, LOCAL 117, AFL-CIO)	
)	
)	

Hearing Held
November 29, 2006
Torrance Police Department
3300 Civic Center Drive
Torrance, CA 90503

Impartial Fact Finder
William S. Rule
P.O. Box 272
Rancho Santa Fe, CA 92067

Appearances:

For the Union:

Bernhard Rohbacher, Esq.
Kennedy, Jennik & Murray, PC
113 University Place
New York, New York 10003

For the City:

Melody Lawrence
Human Resources Manager
City of Torrance
3231 Torrance Blvd.
Torrance, CA 90503

The CITY OF TORRANCE (City) and the TORRANCE MUNICIPAL EMPLOYEES, AFSCME LOCAL 1117, AFL-CIO (Union) have had a collective bargaining relationship for a number of years. Their current MOU became effective in 2005 and runs at least into 2007 (Ux 1, 2). Left unsettled in that MOU were questions regarding the compensation and opportunity of Police/Fire Communications Operators in relationship to the newly created positions of Public Safety Dispatcher (Ux 4,5,6). The parties continued negotiations on these matters until March 2006 when they exchanged Last, Best and Final Offers (Ux 15, Cx I-IV, VI). When the parties were still unable to reach agreement, the City advised the Union it was declaring impasse which led first to a mediation process which also failed to result in an agreement and finally on to the instant Fact Finding before a mutually selected Fact Finder. (Torrance Municipal Code Section 14.8.24)

A hearing was held before the Fact Finder at which time both parties were provided a full opportunity to examine and cross-examine witnesses under oath, to submit evidence and to argue their contentions. No verbatim transcript was made of the hearing which ended around noon. After a lunch break the Fact Finder met jointly with the spokes persons for the City and for the Union in an effort to better understand the positions of the parties and to seek common ground, if possible. At the conclusion of that afternoon meeting, the Union made a proposal to the City which the City agreed to consider and get back to the Union and to the Fact Finder.

That offer included the Union's willingness to accept the City's Last, Best and Final Offer if the City would agree to either one of the following:

1. As offered by Kathy Keane for the City on November 30, 2004, that employees who are currently receiving the 25 year longevity step and who move to the new Public Safety Dispatcher class will receive 40 hours of vacation leave upon transfer and every July 1 thereafter. This leave may only be used to cash out or to defer and may not be taken as time. This is only available to current employees receiving 25 year longevity. The hours must be cashed or deferred at the end of the calendar year (Ux 7)..

OR

2. That Police Communication Operators who chose to remain in that classification receive the same 5% bonus as Public Safety Dispatchers for having or obtaining POST certification.

Position of the Parties

City Position

The City has been more than fair in its current proposals to settle this matter and to expect more is simply not appropriate on the record made.

Union Position

The long service Police Communication Operators who do transfer to the new Dispatcher class deserve to receive something extra for their many years of service and the Operators who choose to remain in those Operator positions instead of transferring should receive the same 5% bonus as Public Safety Dispatchers for having or obtaining POST certification.

Findings and Conclusions

There are really not any factual issues in this dispute. The City decided to establish the new position of Public Safety Dispatcher which it certainly had the right to do. The City further decided to incorporate longevity into the steps of the new position pay scale instead of using the long established separate longevity scale which is added to the pay scale to determine the salary of Police Communication Operators. The Union calculates that some five current, long service Police Communication Operators with 25 or more years of service moving up to become Public Safety Dispatchers would actually end up with a pay reduction of 74 cents per hour and that even after more training and EMD certification the end gain for taking the more responsible positions would be only 70 cents per hour (Ux 16).

The City did not refute this calculation.

The City would seem to have the right to establish the new Dispatcher pay scale including longevity pay as it has done and which will save the City considerable money over future years as compared with the current separate longevity schedule. However, it does not have the right to do so in an unfair manner for employees with at least 25 years of service.

The City has not currently offered a proposal to accomplish the objective of fair and reasonable treatment for those Police Communication Operators with 25 or more years of service. The Union has offered three proposals which it is willing to accept to resolve that dispute. The first is the one that was offered by the City's Kathy Keane during negotiation back in November 2004, cited above, and subsequently withdrawn by the City. While any party to negotiations certainly has the right to change, modify or withdraw a proposal at anytime during negotiations, from a practical point of view a proposal, once made, does not just automatically disappear forever if withdrawn. Either party can just bring it back and support it later if it so desires and which the other side can accept or reject at that time.

The Union's second proposal, cited above, has also been rejected by the City.

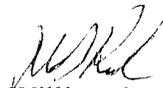
The third proposal was contained in a letter to the Fact Finder dated December 26, 2006 (Ux 21). It stated the Union remains willing to settle this dispute in exchange for an agreement from the City to offer current Police Communication Operators with 25 years seniority or more the standard buy-out package. The City received a copy of that letter and has not responded to that additional proposal to date.

The Fact Finder believes that along with the City's Last, Best and Final Offer, any one of these three Union proposals represents a fair and reasonable solution in this matter.

Award

Based upon a careful consideration of the all the evidence and argument on the issue, it is the decision of the Arbitrator that:

1. The City adopt and put into place along with its Last, Best and Final Offer, any one of the three proposals cited above within ten (10) days of the date of this Fact Finding Award.
2. If the City has not done so in a timely manner, the Fact Finder will select one of the three proposals and so advise the parties.
3. The Fact Finder will retain jurisdiction of this matter for thirty (30) days from the date of this Award and will grant extensions of that jurisdiction if requested for good and sufficient reason.



William S. Rule
Impartial Fact Finder

January 27, 2007
Rancho Santa Fe, California
0624aw



CITY OF
TORRANCE

OFFICE OF THE CITY MANAGER

LeRoy J. Jackson
City Manager

February 9, 2007

Jeannie Moorman, President
TME-AFSCME Local 1117
P. O. Box 444
Torrance, CA 90508

Dear Ms. Moorman:

Re: Fact Finding Opinion and Recommendation of Impartial Fact Finder William S. Rule

The City is in receipt of the "Fact Finding Opinion and Recommendation" rendered by William S. Rule dated January 27, 2007.

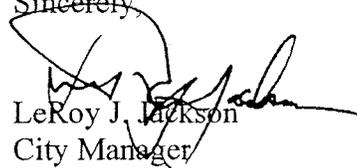
As you know, this matter was submitted for fact finding pursuant to Torrance Municipal Code Section 14.8.24 after the parties declared impasse and after unsuccessful attempts to resolve the matter by mediation.

Mr. Rule initiated his "findings and conclusions" with the following finding: *There are really not any factual issues in this dispute.* Based on this finding, the City's participation in the fact finding process has been completed. The impasse procedure as set forth in the Torrance Municipal Code has been satisfied and the City is now free to implement its last, best, and final offer.

Please be advised that the City is not bound by, and hereby repudiates, all matters, conclusions, and "awards" set forth in the fact finding opinion and recommendation, which are beyond the scope of fact finding. Specifically, the characterization of Mr. Rule as an "arbitrator" and the attempt to impose an "award" on the City is beyond the scope of the fact finding process. The City at no time submitted this matter to Mr. Rule for arbitration and he has no authority to enter an award against the City. Any such submittal to arbitration would be illegal under the law of the State of California.

The City will advise you regarding the timetable for unilateral implementation.

Sincerely,


LeRoy J. Jackson
City Manager

cc: Bernard Rohrbacher
William S. Rule