

Resolution 15 of 2011

Collective Bargaining and Employee Representation Joint Resolution

Adopting a joint resolution recognizing Salt Lake City's existing relationship with the American Federation of State, County and Municipal Employees, Local 1004, AFL-CIO ("AFSCME"); the International Association of Firefighters Local 1645, AFL-CIO ("IAFF"); and the Salt Lake Police Association, International Union of Police Associations, Local 75, AFL-CIO ("SLPA"), authorizing the continuation of those relationships, recognizing the role collective bargaining plays in those relationships and establishing the guidelines for collective bargaining.

WHEREAS, Utah law allows Salt Lake City to establish rules and regulations which are not inconsistent with Utah law; and

WHEREAS, the residents of Salt Lake City are entitled to the orderly and uninterrupted operations of their government; and

WHEREAS, the City strives to: engage employees in training and career development; engage employees in organizational improvements; provide a fair, respectful, cooperative, and safe work environment; ensure accountability of employees, supervisors, and managers; celebrate success and achievement with City employees; and support employees' work/life balance; and

WHEREAS, discussions with employees related to the terms and conditions of their employment will enable City management to increase productivity, fiscal stability and ensure a high level of employee morale; and

WHEREAS, the Salt Lake City Council and the Salt Lake City Mayor agree that it is in the best interest of Salt Lake City and its employees to allow certain groups of employees to collectively bargain; and

WHEREAS, collective bargaining allows Salt Lake City and its employees to jointly promote harmonious and cooperative relationships between City government and its employees, both collectively and individually; and

WHEREAS, the City has a history of successfully negotiating agreements relating to the terms and conditions of employment with the American Federation of State, County and Municipal Employees, Local 1004, AFL-CIO; the International Association of Firefighters Local

1645, AFL-CIO; and the Salt Lake Police Association, International Union of Police Associations, Local 75, AFL-CIO;

WHEREAS, in February 2009, employees eligible for union representation reaffirmed their desire to be represented through collective bargaining; and

WHEREAS, the Salt Lake City Council and the Mayor agree that this Resolution replaces the Collective Bargaining and Employee Representation Joint Resolution dated January 13, 2009, and will establish the outline of how to achieve these goals.

NOW, THEREFORE, it is hereby jointly declared by the Salt Lake City Council and the Salt Lake City Mayor as follows:

1. DEFINITIONS. As used in this Resolution:

- (a) "AFSCME" means the American Federation of State, County and Municipal Employees, Local 1004, AFL-CIO.
- (b) "CITY" means Salt Lake City, a Utah municipal corporation.
- (c) "ELIGIBLE EMPLOYEE" means any person who is employed on a full time basis by the City except for:
 - (1) Elected officials;
 - (2) An employee in the probationary period of his/her original appointment as defined by City policy;
 - (3) Any "at-will" employee;
 - (4) Any administrator, manager or supervisor who may have direct charge of an employee or any group of employees;
 - (5) Any employee who regularly performs the duty of a manager or supervisor in direct charge of an employee or any group of employees;
 - (6) Any employee assigned to the Mayor's Office, City Council's Office, City Attorney's Office, or Human Resources; and
 - (7) Any employee designated by the City because the employee has access to information relating to the City's formation, execution, administration or review of the City's bargaining positions, the administration of any Memorandum of Understanding, management functions or whose position is not properly part of a bargaining unit.

- (d) "EMPLOYEE ORGANIZATION" means AFSCME, IAFF or SLPA.
- (e) "EMPLOYER" means Salt Lake City Corporation.
- (f) "EXCLUSIVE REPRESENTATIVE" or "EMPLOYEE REPRESENTATIVE UNIT" or "CERTIFIED EMPLOYEE ORGANIZATION" means AFSCME, IAFF or SLPA (individually "union" and collectively "unions").
- (g) "IAFF" means the International Association of Firefighters, Local 1645, AFL-CIO.
- (h) "IMPASSE" means a deadlock in negotiation between a union and the City over any matters required to be negotiated in this Resolution, or over the scope of the subject matter of negotiations.
- (i) "LEGISLATIVE BODY" means the Salt Lake City Council.
- (j) "NEGOTIATION" means the good faith process by which the City and a union meet to confer regarding wages, hours and other terms and conditions of employment, and includes the obligation to sign a document outlining the parties' agreement.
- (k) "SLPA" means the Salt Lake Police Association, International Union of Police Associations, Local 75, AFL-CIO.
- (l) "STRIKE" means:
 - (1) The concerted failure to report for duty;
 - (2) The concerted absence of employees from their positions;
 - (3) The concerted stoppage of work;
 - (4) The concerted submission of resignations;
 - (5) The concerted abstinence, in whole or in part, by any group of employees from the full, faithful and proper performance of the duties of employment for the City for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment, including sick calls, sick-outs, slow-downs or any other concerted interference with services provided by the City; or

- (6) The collective concerted withholding of services or the performance of duties by any person or persons pending the signing of contracts, including those persons who are customarily employed on a yearly contract basis.
- (m) "TERMS AND CONDITIONS OF EMPLOYMENT" means wages, salaries, working conditions, hours and benefits except as specifically modified in this Resolution.

2. CITY RIGHTS AND OBLIGATIONS.

- (a) The City has the exclusive right to determine the mission of each of its departments, divisions, boards and commissions, consistent with Utah statutes, City ordinances and the provisions of this Resolution, and to set standards of service to be offered to the public, and to exercise control and discretion over its organization and operation.
- (b) It is the exclusive right of the City to:
 - (1) Hire and direct its employees;
 - (2) Classify its employees for compensation purposes;
 - (3) Take disciplinary action for proper cause;
 - (4) Relieve its employees from duty because of lack of work, lack of funds, as a result of a reorganization or any other legitimate reason;
 - (5) Maintain the efficiency of its governmental operation;
 - (6) Determine the method, means and personnel by which the City's operations are to be conducted; and
 - (7) Take whatever actions the City deems necessary to carry out its responsibilities in emergency situations.
- (c) The City intends to:
 - (1) Negotiate in good faith with the unions;
 - (2) Compensate its employees in a fiscally responsible manner;
 - (3) Provide, subject to the availability of funds:
 - (i) appropriate training to union officers, board members and stewards;

- (ii) appropriate labor management committees and processes;
and
 - (iii) paid time for each union's officers, board members and stewards to conduct appropriate Labor/Management related business.
- (4) Meet and confer with a union prior to making a decision to privatize any City function which would result in an eligible employee losing her or his current position with the City;
- (5) Meet and confer with a union prior to designating an employee as ineligible for union representation; and
- (6) Notify the appropriate union prior to reclassifying an employee's position in a manner which makes the employee ineligible for further union representation.

3. EMPLOYEE RIGHTS.

- (a) Eligible employees have the right to form, join and participate in union activities for the purpose of representation on all matters of employee relations described in this Resolution.
- (b) City employees have the right to refuse to join or participate in any union activity and have the right to represent themselves individually in their employment relations with the City.
- (c) An eligible employee has the right to not participate in any and all union activities. No union shall coerce an eligible employee into joining, participating, assisting, supporting or in any other way contributing to the success or operation of a union. No eligible employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise, or refusal to exercise, any of the rights contained in this Resolution.
- (d) This Resolution shall not prevent any employee:
 - (1) From bringing personal concerns to City officials' attention;
 - (2) From acting in his/her own behalf or choosing her/his own representative in a grievance or judicial action; or
 - (3) From enjoying without discrimination, all employment rights and benefits granted by the City.

4. LIST OF ELIGIBLE EMPLOYEES.

The City shall annually provide each union a list of employees eligible to be represented by that union. The City will not enter into a Memorandum of Understanding with any union which represents or bargains for an individual who is not on the list.

5. CITY BARGAINING TEAM; DISCUSSIONS THROUGH NEGOTIATIONS.

The Mayor will provide the unions the name of the City's chief negotiator at least five (5) months prior to the expiration of any agreement with the union. The chief negotiator will represent the City in all bargaining and labor negotiations pursuant to the terms of this Resolution. All proposals and negotiations with and by the unions shall be handled by the chief negotiator who shall report and be directly responsible to the Mayor.

6. GOOD FAITH NEGOTIATIONS; MEMORANDUM OF UNDERSTANDING.

The City's chief negotiator and union representatives will meet to negotiate in good faith issues related to wages, hours and other terms and conditions of employment. The City's chief negotiator and the unions will fully consider any proposals presented during negotiations. The City's chief negotiator and the unions will attempt to reach an agreement on eligible employees' wages, hours and other terms and conditions of employment prior to the submission of a budget by the Mayor to the City Council. The City and the unions will jointly discuss employees' compensation issues prior to negotiations in an effort to foster better communication concerning the City's budget process, the impact that process has on employees' compensation, and the methods of determining employees' compensation. The City's chief negotiator and the unions will not use this process to avoid their obligation to negotiate.

The scope of bargaining shall be restricted and shall not include those subjects which the City has no authority to change and shall not infringe on the City's Rights outlined in Paragraph 2 of this Resolution. Negotiations will not include any issues already provided for by Utah law, City Ordinance, or related to the Civil Service or Merit Systems.

If the City's chief negotiator and a union reach an agreement, they will jointly prepare a written Memorandum of Understanding containing the terms of their agreement. A Memorandum of Understanding is a joint recommendation which the City's chief negotiator and the union will provide to the Mayor no later than May 15, or at a later date in the event negotiations are reopened.

If the City's chief negotiator and a union are unable to reach agreement on a Memorandum of Understanding, the Mayor shall recommend the City Council

adopt a one-year compensation plan for the affected work group and/or approve a one-year extension of the existing Memorandum of Understanding.

If the City and a union are unable to agree on a wage schedule for a Fiscal Year during the term of a Memorandum of Understanding, the Mayor shall recommend the City Council implement a wage schedule for that union's eligible employees.

The Memorandum of Understanding will not be binding upon the parties, either in whole or in part, until a majority of the members of the applicable union have ratified the Memorandum of Understanding by a majority vote, and until the City Council:

- (a) Acts by majority vote to approve the Memorandum of Understanding;
- (b) Enacts ordinances or makes other changes required to implement the Memorandum of Understanding;
- (c) Appropriates the funds required to implement the Memorandum of Understanding which requires funding for each year of its existence.
- (d) If the City Council fails to appropriate the funds required to implement a proposed Memorandum of Understanding or wage schedule, the City Council shall adopt a one-year compensation plan, or wage schedule for the affected work group and/or approve a one-year extension of the existing Memorandum of Understanding.
- (e) After the execution of a Memorandum of Understanding and while the Memorandum of Understanding is pending before the City Council for action, neither the Recognized Employee Organization or their individual members, nor the Mayor shall appear before the City Council or its members, to advocate for any amendment, addition or deletion to the terms and conditions of the Memorandum of Understanding's agreed upon language.
- (f) Each Memorandum of Understanding must contain a provision prohibiting strikes or lock-outs. Each Memorandum of Understanding shall have a term of at least one year. It is expressly understood that no Memoranda of Understanding may or can bind succeeding Mayors or Councils.
- (g) A Memorandum of Understanding will be enforceable when entered into in accordance with the provisions of this Resolution. No publication of it shall be required to make it effective.
- (h) Nothing in a Memorandum of Understanding shall prevent the City and a union from identifying and discussing issues related to the terms and

conditions of employees' employment during the term of an existing Memorandum of Understanding.

7. CLOSED DOOR NEGOTIATIONS.

Collective bargaining meetings and negotiations between the City and unions and any deliberations of mediators shall be considered private and may be conducted in closed door or executive sessions, without the right of the public to be present, if the parties to the negotiations so decide.

8. RESOLUTION OF IMPASSES.

- (a) If the City's chief negotiator and a union is unable to reach an agreement by May 15, either party may declare that an impasse exists and the matter shall be submitted to the Mayor and the City Council for resolution.
- (b) The City's chief negotiator and a union may jointly request the services of an outside mediator. The costs associated with any outside mediator shall be equally borne by the City and the union making the request.
- (c) If the City's chief negotiator and a union reach impasse on any issue related to compensation, the City and/or the applicable union may discuss the issue directly with the Mayor and/or City Council.

9. PROCEDURAL RIGHTS.

The City shall have the right to promulgate rules and regulations governing union activity, including procedures for meeting with management, use of bulletin boards and other publicly owned facilities, and the solicitation of membership during business hours.

10. COURT DECLARATION.

Should any court declare any provision of this Resolution void, invalid, illegal or unconstitutional, the whole Resolution shall be deemed rescinded, repealed and of no effect.

11. UNFAIR LABOR PRACTICES.

- (a) Utah law prohibits the City, its representatives or agents from:
 - (1) Restraining or coercing or interfering with any employee in the exercise of rights guaranteed under this Resolution;
 - (2) Discriminating against one employee organization in favor of another employee organization;

- (3) Discharging or otherwise discriminating against any employee with reference to terms and conditions of employment for the purpose of encouraging or discouraging membership, support or participation in any labor organization or because the employee has signed or filed an affidavit, petition or complaint, or given any information or testimony under this Resolution;
 - (4) Refusing to negotiate in good faith with an Employee Organization designated as the exclusive representative of employees in an appropriate unit; or
 - (5) Locking out employees.
- (b) Utah law prohibits the unions, their agents or employees, and where appropriate, City employees from:
- (1) Restraining or coercing or interfering with employees in the exercise of the rights guaranteed under this Resolution, including but not limited to, attempting to cause the City to discriminate against an employee in violation of such employee's rights under this Resolution or other applicable law;
 - (2) Restraining or coercing the City in the selection of a representative for purposes of collective bargaining or the adjustment of grievances;
 - (3) Refusing to negotiate in good faith with the City, if the organization has been designated the exclusive representative of a group of employees; or
 - (4) Engaging in a strike, or encouraging, aiding or abetting any City employee to engage in any strike, which are in addition to being prohibited, are declared to be illegal.
- (c) Every union and its officers and agents shall have an affirmative duty to take immediate, appropriate and effective affirmative action to end an employee strike or work stoppage.

12. PETITIONS.

- (a) The City Council, the Mayor, or any employee, or group of employees, represented by AFSCME, IAFF or SLPA may file a petition alleging that the applicable union no longer represents the interests of the employees eligible for representation by the applicable union. The petition must contain: i) a statement outlining the basis for the petition; ii) a declaration

by the person signing it that its contents are true and correct; iii) the name of the group or groups of employees the petition seeks to remove from representation by a union; and, iv) the signature of the person or persons filing the petition. The original and two (2) copies of the petition shall be filed with the City Recorder.

- (b) AFSCME, IAFF or SLPA may file a petition asking the Mayor to include a group of employees as eligible for representation by the applicable union. The petition must contain: i) a statement outlining the basis for the petition; ii) a declaration by the president of the union signing it that its contents are true and correct; iii) the name of the group or groups of employees the petition seeks to include as represented by a union; and, iv) the signature of the president of the union filing the petition. The original and two (2) copies of the petition shall be filed with the City Recorder.
- (c) A petition under this section will only be considered if it is filed between September 1, 2013 and November 30, 2013.

13. NOTICE AND HEARING ON PETITIONS.

- (a) No later than ten calendar days after the City Recorder receives a petition, the City shall provide a copy to the union named in the petition.
- (b) If the City determines that the petition meets the requirements of this Resolution, it will require a public hearing be held to discuss the petition. The City will provide the petitioner and the affected union at least fourteen (14) calendar days written notice of the time and place of the hearing.
- (c) If the petition was filed by the Mayor, the City Council, or designated representative, may conduct a prehearing conference with the petitioner and the affected union prior to a hearing in order to clarify any issues to be addressed at the hearing and to set a date for the public hearing on the petition.
- (d) If the petition was filed by the City Council, the Mayor, or designated representative, may conduct a prehearing conference with the petitioner and the affected union prior to a hearing in order to clarify any issues to be addressed at the hearing and to set a date for the public hearing on the petition.
- (e) If the petition was filed by an employee or group of employees, the Mayor, or designated representative, may conduct a prehearing conference with the petitioner(s) and the affected union prior to a hearing in order to clarify any issues to be addressed at the hearing and to set a date for the public hearing on the petition.

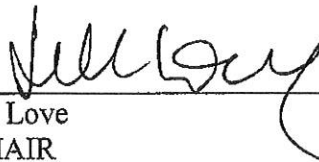
- (f) Any hearing held pursuant to this Resolution will be limited to the issues outlined in the petition.
- (g) The City Council or the Mayor may determine majority representation status by holding a vote of the employees eligible to be represented by the applicable union or the group of employees impacted by the petition.
- (h) The City Council or the Mayor shall issue a written decision addressing each issue raised in the petition and the basis for the decision no later than 30 calendar days after the public hearing on the petition.

14. TERM.

Prior to March 31, 2014, the Mayor or designee and the unions shall meet and confer to discuss any modifications to the Resolution's terms and jointly report the results of such meeting to the City Council no later than April 1, 2014.

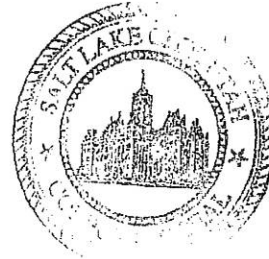
Passed by the City Council of Salt Lake City, Utah, this 22 day of

March, 2011.

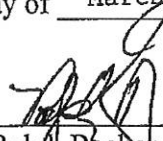

Jill Love
CHAIR

ATTEST:


CITY RECORDER



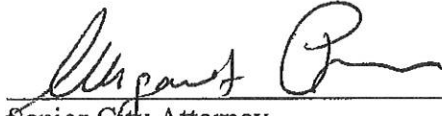
Transmitted to Mayor on the 29 day of March, 2011.


Ralph Becker
Mayor

ATTEST:


CITY RECORDER

APPROVED AS TO FORM:



Senior City Attorney

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