


CITY COUNCIL TRANSMITTAL


David Everitt, Chief of Staff

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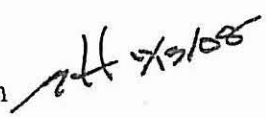
TO: Salt Lake City Council
Jill Remington-Love, Chair

DATE: November 13, 2008

FROM: Ed Rutan, City Attorney (x7628)



SUBJECT: Collective Bargaining and Employee Representation Joint Resolution



STAFF CONTACT: Ralph E. Chamness, Senior City Attorney (x7630)

DOCUMENT TYPE: Joint Resolution

RECOMMENDATION: The Administration recommends the City Council enter into the attached Joint Resolution.

BUDGET IMPACT: None

BACKGROUND/DISCUSSION: In April of 1984, the City Council and Mayor Ted Wilson entered into Resolution 41 of 1984 entitled Third Amended Bargaining Resolution ("Bargaining Resolution") (A copy of the Bargaining Resolution is attached as Exhibit "A"). The Bargaining Resolution outlined the decision to allow employee organizations to collectively represent certain groups of City employees. The Bargaining Resolution has been the basis for the City's collectively bargaining with the American Federation of State, County and Municipal Employees, Local 1004, AFL-CIO ("AFSCME") on behalf of the 100/200 series employees; the International Association of Firefighters Local 1645, AFL-CIO ("IAFF") on behalf of Salt Lake City firefighters in

the 400 series; and the Salt Lake Police Association, International Union of Police Associations, Local 75, AFL-CIO ("SLPA") on behalf of Salt Lake City police officers in the 500 series. Since 1984, the City has entered into a series of Memoranda of Understanding of varying lengths of time with each of the employee groups.

Over time, the City and each of the unions have chosen not to follow certain provisions of the Bargaining Resolution. Further, the employee classifications used in the Bargaining Resolution have become outdated. In order to properly reflect the relationship between the City and its employees, the relationships between the unions' duty to represent selected groups of employees, and the City's obligations to its employees, the Administration held a series of meetings with AFSCME, IAFF and SLPA to discuss recommendations on how to revise the Bargaining Resolution. After those meetings and a series of drafts, the Administration, AFSCME, IAFF and SLPA all recommend the City Council enter into the attached Collective Bargaining and Employee Representation Joint Resolution ("Joint Resolution") (A copy of the Joint Resolution is attached as Exhibit "B").

The proposed Joint Resolution differs from the Bargaining Resolution in several significant ways.¹ The Joint Resolution expressly recognizes the successful existing relationship the City has with AFSCME, IAFF and SLPA. The Administration and the unions all agree that the City's employees are best served if the City continues the relationship it has developed with these three unions.²

¹ Given the complete restructuring of the Bargaining Resolution, the Administration does not believe that a legislative version reflecting the suggested changes would assist the Council's review of the Joint Resolution.

² Each of the existing Memoranda of Understanding with the three unions expires at the end of this fiscal year. The Administration anticipates beginning the negotiation process for new MOUs with AFSCME, IAFF and SLPA based upon the Joint Resolution beginning in February 2009.

The Joint Resolution recognizes the importance of City employees' participation in the decision to have the existing unions continue to collectively bargain on their behalf and also allows for the potential expansion of the group of employees who can be represented. Under the Joint Resolution, each employee currently represented by a union will be encouraged to vote to determine if the union will continue to represent them. If 2/3s of the voting employees in the 100, 400 and 500 series vote against continuing representation, the City will no longer bargain with the union which has failed to obtain the necessary support.

Additionally, each union will be given the opportunity to expand the group of employees it represents: Captains in the Fire Department will be voting whether they want IAFF to represent them; Sergeants in the Police Department will be voting whether they want SLPA to represent them; and, employees in the 200 series and designated employees in the 300 series will be voting whether they want AFSCME to represent them. If 50% of the employees eligible to vote in each of these groups affirmatively vote for the appropriate union, that union will collectively bargain on that group's behalf.

To ensure that employees' votes represent the employees' will and to ensure the integrity of the process, the Administration and the unions have agreed to take reasonable steps to ensure that every employee eligible to vote is given the opportunity to vote. Further, the Administration and the unions have agreed to take the steps necessary to ensure the confidentiality of the vote.

The Joint Resolution makes clear that the Administration will actively engage those employees who will not be represented to discuss the terms and conditions of their

employment. The Joint Resolution requires the Administration meet and confer with any group of employees which is not represented by a union.

The Joint Resolution also simplifies the collective bargaining process by providing the City and the unions the flexibility to successfully complete the process in a timely manner outside of the arbitrary deadlines set in the existing Bargaining Resolution. The Bargaining Resolution contained strict timelines mandating how and when bargaining should take place. The Joint Resolution provides flexibility on the timing of negotiations but also ensures that the bargaining process is completed by May 15th of each year. This should provide the Administration and the City Council adequate time to consider any proposed Memorandum of Understanding during the budget process.

The Joint Resolution clarifies the process the parties will follow in the event they are unable to reach agreement on an issue during negotiations. These steps include potentially hiring a mediator or submitting the dispute directly to the Mayor and/or City Council. The Joint Resolution also ensures that the process to decertify a union is fair and easily understood.

Finally, the Joint Resolution provides that the Administration and the unions will report to the Council any suggested changes to the Joint Resolution by April 1, 2011. The Administration and the unions want to ensure that the Joint Resolution continues to accurately reflect the relationship between the unions and employees and the relationship between the City and the unions. By placing a date to recommend changes, the Administration and the unions hope to avoid the issues which have arisen in the twenty-four years since the City Council and Mayor Wilson entered into the Bargaining Resolution.

PUBLIC PROCESS: See above.

EXHIBIT "A"

RESOLUTION 41 OF 1984

THIRD AMENDED LABOR BARGAINING RESOLUTION

WHEREAS, The Salt Lake City Council has the power to proscribe rules and regulations which are not inconsistent with the laws of this State as it deems best for the efficient administration, organization, operation and conduct of the business of the municipality pursuant to authority granted in Section 10-3-815, Utah Code Annotated 1953, as amended (Replace Volume 2A, 1977, pocket supp.); and

WHEREAS, it is the determination that a more structured relationship between the employees of Salt Lake City and management is desirable to promote the harmonious and cooperative relationships between the City government and its employees, both collectively and individually; and

WHEREAS, it is the paramount right of the residents of this City to keep inviolate the guarantees for their safety, health and welfare by the orderly and uninterrupted operations of their government; and

WHEREAS, it is the intent and purpose of this Resolution to establish the format for employee organization relationships with City government.

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

1. DEFINITIONS. As used in this Resolution:

- (a) The word "CITY" means Salt Lake City, a Utah municipal corporation.
- (b) The word "AGENCY" means any department, division, agency, commission, board, council, committee, authority or other institution of the City.
- (c) The words "TERMS AND CONDITIONS OF EMPLOYMENT" means wages, salaries, working conditions, hours or benefits, including health, welfare and retirement, except as specifically modified.
- (d) "EMPLOYER" means Salt Lake City Corporation.
- (e) The words "EMPLOYEE ORGANIZATION" mean any lawful association, federation or other organization or employees having, as a primary purpose, the representation of employees, as defined in this Resolution, regarding their terms and conditions of employment, but this shall not include any organization.
 - (1) Which advocates the unlawful overthrow of the constitutional form of government of the United States or this State;
 - (2) Which discriminates with regard to terms or conditions of membership because of race, creed, color, sex or national origin;

- (3) Which purports to, or endeavors to discipline any City employee, member or any public employee by any fine, punishment or penalty other than cancellation of membership in the employee organization;
- (f) The words "EXCLUSIVE REPRESENTATIVE" or "EMPLOYEE REPRESENTATIVE UNIT" or "CERTIFIED EMPLOYEE ORGANIZATION" mean a unit established pursuant to Section 7 of the Resolution.
- (g) The word "IMPASSE" means a deadlock in negotiation between a Certified Employee Organization and the appropriate chief executive officer over any matters required to be negotiated in this Resolution, or over the scope of the subject matter of negotiations.
- (h) The words "LEGISLATIVE BODY" mean the Salt Lake City Council.
- (i) The word "NEGOTIATION" means the performance by the duly authorized management representatives of the administration and the duly authorized representative(s) of a Certified Employee Organization of their mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, and includes the mutual obligation to execute a written document incorporating any agreement reached. This obligation does not compel either party to agree to a proposal or to make a concession; further, it shall not mean meetings which unduly infringe upon a time that such parties should be devoting to public service or discussing matters declared not bargainable or negotiable by this Resolution.
- (j) The term "CONFIDENTIAL EMPLOYEE" means an employee who, in the regular course of duties, possesses or has access to information relating to the formation, execution, administration or review of labor relation policies of the City, as presently identified in Appendix "A".
- (k) The words "PUBLIC EMPLOYEE" or "EMPLOYEES" mean any person who is employed on a full, part-time or contractual basis by the City, whether or not in the classified service of the City, except for:
- (1) Employees, as identified in Appendix "A";
 - (2) Elected officials;
 - (3) An employee in the probationary period of his/her original appointment as defined by the Board;
- (1) The words "REPRESENTATIVE UNIT" mean a certified employee organization.

(m) The word "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 performing of duties by any person pending the signing of contracts, including those persons who are customarily employed on a yearly contract basis.

2. MANAGEMENT PREROGATIVES, CITY EMPLOYER RIGHTS.

- (a) It is the exclusive right of the City to determine the mission of each of its constituent departments, boards and commissions, consistent with 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) Take disciplinary action for proper cause;
 - (3) Relieve its employees from duty because of lack of work or other legitimate reasons, subject to appropriate review hereunder; and
 - (4) Determine the method, means and personnel by which the City's operations are to be conducted, including but not limited to contracting out to the private sector any operations, services, labor or any other job performed by or for the City; provided, however, that the exercise of such rights does not preclude employees or representatives from conferring or raising grievances about the practical consequences such decisions on these matters may have on wages, hours or other terms and conditions of employment in an expeditious and appropriate manner.

(c) The City shall have and retain the power and no negotiation or agreement may infringe on or abrogate the City's power to:

- (1) Direct its employees;
- (2) Relieve any employee from duty for any legitimate reason;
- (3) Maintain the efficiency of its governmental operation;
- (4) Determine the methods, means and personnel by which its operations are to be conducted, including but not limited to contracting out to the private sector any operations, services, labor or any other job performed by or for the City;
- (5) Take whatever actions as may be necessary to carry out its responsibilities in situations of an emergency.

3. EMPLOYEE RIGHTS.

- (a) City employees 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 all matters of employee relations.
- (b) Employees of the City shall also have the right to refuse to join or participate in any activity of any employee organization and shall have the right to represent themselves individually in their employment relations with the City.
- (c) A City employee shall have the right to refrain from any and all activities with reference to Employee Organization and shall be free from any and all restraint or coercion in the exercise of the right to refrain from joining, participating, assisting, supporting or in any other way contributing to the success or operation of an Employee Organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of any of these rights.
- (d) Nothing in this Resolution shall preclude any employee:
 - (1) Regardless of membership or non-membership in such organization, from bringing matters of personal concern to the attention of the appropriate officials in accordance with applicable law, regulations or established policy;
 - (2) From acting in his own behalf or choosing his own attorney or agent in a grievance or judicial action (provided, that no employee shall be represented in a grievance or other action before the City by an employee, agent, or representative of an employee organization qualified to compete for certification by the City); or

- (3) Who is or is not an eligible member of such employee organization from having and enjoying, without discrimination, all employment rights and benefits granted by the City employer.

The foregoing notwithstanding, if the subject matter of such employee discussions and a decision by the Mayor thereon would effect an interpretation or change in a written memorandum of understanding, the affected Certified Employee Organization shall have the right to be heard before final action is taken by the Mayor.

4. EMPLOYEE REPRESENTATION UNITS; DETERMINATION OF APPROPRIATE REPRESENTATIVE UNIT

- (a) A petition for certification of an Employee Organization as the majority representative of an appropriate employee representation unit, or for the determination of an appropriate employee representation unit (herein sometimes called a petition for certification or for unit certification) may be filed with the City Recorder for the City by an employee organization. Within five (5) days after the filing of such a Petition for Certification, the petitioner shall submit to the City evidence and information that, at least thirty percent (30%) of the employees of the Unit desire said representation by the petitioning Employee Organization. If such evidence and information is not timely submitted, the City may dismiss the petition.
- (b) A petition for Certification of an Employee Organization may be filed by the Director of City Personnel with the City Recorder in the event two (2) or more Employee Organizations formally claim to represent a majority of the employees in the same or overlapping employee representation units.
- (c) There shall exist four (4) employee representation units:
 - (1) Persons classified in the 500 series as one unit;
 - (2) Persons classified in the 400 series, Fire Lieutenants and Captains on a restricted basis, as one unit;
 - (3) Persons classified in the 100 series as one unit; and
 - (4) Persons classified in the 200 series as one unit.
- (d) The determination of which employees are appropriate to be included in the said representation units shall be determined by the Mayor utilizing the following factors, among others:
 - (1) The unit that will assure employees the fullest freedom in the exercise of rights granted under the provisions of this Resolution.

- (2) The community of interest of the employees.
 - (3) The history of employee relations in the unit, among other employees of the City and similar public employment.
 - (4) The effect of the unit in the efficient operation of the public service and sound employee relations.
 - (5) The effect on the existing classification structure of dividing a single classification among two (2) or more units.
 - (6) The extent to which employees have common skills, working conditions, job duties or similar educational requirements.
 - (7) The need of the City to maintain a proper interrelation, together with a continuity of services, operations and functions between various departments or divisions of employees.
 - (8) The effect that an inclusion of proposed employees in a given bargaining unit would have on the interrelationships between departments or groups of employees and the effect such proposed unit would have on the continuity of City operations and functions.
- (e) No elected official, employees as identified in Appendix A or an employee acting in a confidential capacity as defined herein shall be included in a bargaining unit.
- (f) No supervisory employee or other position which requires access to confidential information concerning personnel matters shall be included in any employee bargaining unit, except as hereinafter provided. An employee as identified in Appendix A may not be a member of an Employee Organization and no Employee Organization may bargain for or on behalf of the employees, elected officials, or confidential employees. Should any such designated employee join said employee organization, the City shall forthwith terminate its dealings with said employee organization and may not thereafter bargain with said organization.
- (g) The Mayor shall conduct a hearing on each contested employee representation unit, only after giving the Employee Organization concerned and the Director of City Personnel, if any, reasonable notice of the time and place of such hearing as provided in Section 7 of this Resolution. The City may require the parties concerned to submit such additional information and material as it determines proper and necessary. The City shall, in its sole and absolute discretion, make the decision on the appropriate unit and issue notice thereof, which decision shall be final.

- (h) Any agreement of employees concerning the scope of the employee unit to be represented is subject to the City's concurrence that such unit is appropriate and is compatible with the joint responsibilities of the City and the public employees to serve the public.
- (i) The Mayor's determination on any such dispute between employees or as to the appropriate employee representation unit shall be final.

5. CERTIFICATION PROCEDURE.

- (a) The procedure for employee representation unit determination of certification shall be as follows:

- (1) All petitions for certification or unit determination shall be in writing on forms provided by the City, shall be signed by a duly authorized representative or individual, and shall contain a declaration by the person signing that its contents are true and correct to the best of his knowledge and belief. The original and two (2) copies of said petition shall be filed with the City by delivery to the City Recorder.

- (2) A petition for certification or for unit determination shall contain:

- (i) The name, address and telephone number of the petitioner and of a designated representative authorized to receive notice or requests for information.

- (ii) The name and address of the City department or departments in which the affected employees are employed, and the name, address and telephone number of a management representative of said department or departments.

- (3) A description of the eligible employee representation unit claimed to be appropriate, the estimated number of employees in such unit, the classification(s) of employees therein, and the estimated number of employees in each classification. If all positions in any classification are not proposed to be included in the unit, lists or description of the positions to be included and excluded, shall be set forth.

- (4) The names, addresses and telephone number of employee organizations, other than the petitioner, if petitioner is an employee organization who, to petitioner's best knowledge and belief claim to represent any of the employees in the allegedly appropriate unit, and a brief description, if known, of the written agreements,

if any, covering any employees in such unit.

- (5) Evidence and information demonstrating that at least thirty percent (30%) of the eligible employees of the proposed unit desire such representation. Said demonstration of interest may be shown by submitting, within five (5) days of the filing of said petition:
 - (a) Representation authorization cards executed by eligible employees within thirty (30) days preceding submission of this petition.
 - (b) Payroll deduction authorization cards executed by eligible employees within thirty (30) days preceding submission of this petition.
 - (c) Payroll deduction authorization cards executed by eligible employees prior to thirty (30) days of submission of this petition which are presently unrevoked and for which a payroll deduction has been made within thirty (30) days thereof.
 - (d) Signature of eligible employees attached to said petition.

Any eligible employee may express interest in one or more petitioning labor organizations and the appearance of an eligible's signature on forms demonstrating such interest, as above provided, shall not invalidate a petitioning labor organization's petition. However, the information, including the names, submitted as verification hereunder are confidential and may not be disclosed to any person, other than appropriate city personnel to verify the accuracy and relevance thereof to the Mayor.

- (6) A disclaimer from the petitioning employee organization waiving the right and prohibiting said organization from reasserting a claim of employee representation and from petitioning to be an Employee Representative Unit for any group of City employees, which includes the employees subject of the original petition, for a period of time of not less than twelve (12) months from the date of filing the said original petition, if said petitioner is not successful in becoming an Exclusive Representative.
- (7) A statement of the action sought from the City.

6. DECERTIFICATION PROCEDURE.

Procedure for decertification shall be as follows:

- (a) A petition for decertification, alleging that a certified Employee Organization no longer represents the majority of the employees in the Certified Employee Representation Unit, may be filed by an Employee Organization, a single employee, or a group of employees or their representative(s). The petition for decertification shall be in writing and signed, and shall contain a declaration by the person signing it that its contents are true and correct to the best of his knowledge and belief. The original and two (2) copies shall be filed with the City by delivery to the City Recorder.
- (b) The petition for decertification shall contain:
 - (1) The name, address and telephone number of the petitioner and a designated representative authorized to receive notices of requests for information.
 - (2) The name and address of the Certified Employee Organization.
 - (3) The name of the City department(s) involved.
 - (4) A description of the Employee Representative Unit involved and the approximate number of employees therein.
 - (5) The name, address and telephone number of any Employee Organization, other than the Certified Employee Organization who to petitioner's best knowledge and belief claims to represent any employees in the Employee Representation Unit.
 - (6) The expiration date of any written agreement covering employees in the unit.
 - (7) An allegation or statement that the Certified Employee Organization no longer is the majority representative of the employees in such unit.
 - (8) Any other relevant facts.
- (c) Within five (5) normal working days after the filing of a petition decertification, the petitioner shall submit to the City evidence and information that at least thirty percent (30%) of the employees in the unit do not desire to be represented in their employment relations by the Certified Employee Organization. If such evidence and information is not timely submitted, the City may dismiss the petition. A petition for decertification may be accompanied by a petition for certification as above provided.

7. NOTICE AND HEARING ON PETITION; ELECTION PROCEDURE.

- (a) Upon the filing of a petition for certification or for unit

determination, or a petition for decertification, the City shall forward copies thereof to:

- (1) Its Director of Personnel, if any;
 - (2) Other affected management representatives; and
 - (3) To each of the Employee Organizations that appear of record with the City to be interested in the unit for which the petition is filed; however, the confidential information specified in Section 5 (a) (5) herein shall not be included.
- (b) If the City determines that the petition is sufficient as to form and content, it may set the matter for public hearing at a meeting before the Mayor. If a public hearing is ordered, the City shall give the petitioner and the Certified Employee Organization at least ten (10) days prior written notice of the time and place of said hearing by regular mail to the last address listed with the City by said organization and petitioner.
- (c) The Mayor may conduct a prehearing conference with the petitioner and the Certified Employee Organization prior to a hearing for the purpose of clarifying issues, obtaining stipulation and taking other actions to expedite the hearing.
- (d) The City shall have no duty to recognize a petition unless it is submitted to the City not more than five (5) months prior to the expiration of the current Memorandum of Understanding in effect between the City and the current duly authorized representative unit.
- (e) Hearings shall be limited to matters noticed for hearing which relate to representation, including determination of an appropriate Employee Representation Unit, the certificate or decertification of a majority representative, the holding of an election or other means of ascertaining representation.
- (f) In appropriate cases the City may consolidate the hearing two (2) or more representation proceedings.
- (g) The Mayor shall proceed to determine all issues or matters in dispute, including, but not limited to, the scope of the appropriate Employee Representation unit or units, whether to direct a secret ballot election, dismiss the petition or take other appropriate action.
- (h) The Mayor may at his/her absolute discretion order an election to be held. If the Mayor orders an election to be held, he/she shall also determine the parties to appear on the ballot, the form of the ballot, the employees eligible to vote, the rules governing the election, and the date, time and place of the election. Election shall be held within thirty (30) calendar

days of such order; provided that the time for an election may be extended by the Mayor for good cause shown.

- (i) The Mayor may, but need not, rehear or reconsider any disputed matter, if a written request therefor is filed within seven (7) business days of the date the Mayor's decision is issued.
- (j) The Mayor may determine majority representation status on the basis of an authorized card check or similar basis; but City's management or any employee organization party to a representation proceeding shall be entitled, as a matter of right, to a secret ballot election upon written request therefor, except as otherwise herein provided.
- (k) In the event the petitioner and Certified Employee Organization agree to a card check or a similar method to determine the wishes of the employees.
- (l) Upon completion of its investigation, the Mayor shall make a determination of the appropriate Employee Representation Unit, and if appropriate, shall certify the name of the Employee Organization, if any, that has been designated as their representative by a majority of the employees in the appropriate Employee Representation Unit.
- (m) Employee Representative Unit shall be recognized as the representative for all employees in that unit, according to the provisions of this resolution.

8. ELECTION AND BALLOTING PROCEDURE.

- (a) In the event that an election is required by any party as herein authorized the Mayor shall cause secret ballots to be printed, in a form approved by the City Attorney. Said ballots shall provide for an affirmative vote for union representation by the petitioning employee organization(s) and for the option of no representation. The proposition receiving the highest number of votes shall carry.
- (b) Said election shall be conducted by each employee, eligible to be included in the proposed bargaining unit as determined by the Mayor, being provided a ballot and a generous opportunity to exercise the secret voting franchise. Unless otherwise directed by the Mayor, said election shall be conducted by ballots being mailed by the eligible employee's residence of record together with a blind envelope for that ballot (Ballot Envelope), a stamped envelope addressed to the City Recorder (Mailing Envelope), and concise voting instructions prepared by the City Attorney. The marked ballot shall be sealed in the Ballot Envelope and returned to the City Recorder in the Mailing Envelope which latter envelope shall be signed by the voting employee before mailing or delivering to the Recorder.

- (c) The Mayor shall determine the date and time ballots must be received by the Recorder for tabulation, which date shall not be sooner than ten (10) days nor more than twenty (20) days from the date the ballots are mailed to said employees. The City Recorder shall be charged with verifying the signature appearing on the Mailing Envelopes against a list of eligible employees prepared by the City Personnel Director; separating Ballot Envelopes from Mailing Envelopes in a manner which shall insure the anonymity of each voter; tabulating ballot returns and reporting election results to the Mayor.

9. OBLIGATION TO MEET AND CONFER; MEMORANDUM OF UNDERSTANDING.

- (a) Obligation to meet and confer in good faith. The City or other representative as may be properly designated by it, shall meet, confer and negotiate in good faith, regarding wages, hours and other terms and conditions of employment, with representatives of such Certified Employee Organization, as hereinabove defined, and shall consider fully such proposal properly within the scope of bargaining as are made by the Employee Organizations on behalf of its members prior to arriving at a determination of policy or course of action. "Meet and confer in good faith" means that the City, or such representative as it may designate, and representatives of "Certified Employee Organizations, shall have the mutual obligation to meet and confer within a reasonable length of time in order to exchange freely information, opinions and proposals on matters properly the subject of bargaining. The obligation to meet and confer in good faith shall commence on the following timetable:

- (1) Submission of proposals to the Employer by January 15.
- (2) The parties shall attempt to reach agreement by April 1 of said year; thereafter, either side may request that mediation procedures shall be instituted as hereinafter provided.

Provided, however, 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 employer's prerogatives as defined in Section 2 of this Resolution. Further, scope of bargaining shall be restricted and shall not include the conduct and grading of civil service or merit examination, the rating of candidates, the establishment of eligible lists for such examination, the appointment from such eligible lists, and such other matters pertaining to Civil Service or Merit Systems under appropriate and existing State Law. Further, nothing herein shall require the employer to bargain in relation to statutory and rule-provided prerogatives in a promotion, layoff, position classification, compensation and fringe benefits, examinations, discipline, merit, salary, determination policy and other actions provided for by law and rules governing civil service or merit systems.

- (b) If agreement is reached by representatives of the City and Certified Employee Organization or Organizations, they shall jointly prepare a written Memorandum of Understanding. Said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the Mayor at least by May 20, and on the first of any anniversary date of said Memorandum of Understanding, or at a later date in the event negotiations are reopened.
- (c) The Memorandum of Understanding shall not be binding upon the parties, either in whole or in part, until a majority of the members of the Certified Employee Organizations shall have ratified said Memorandum by a majority vote, and until the City shall:
- (1) Act by majority vote of its legislative body to approve said Memorandum of Understanding;
 - (2) Enact necessary ordinances or other necessary changes required to implement said Memorandum of Understanding by general legislation;
 - (3) Act to appropriate necessary funds required to implement the full provisions of the Memorandum of Understanding which requires funding for each year of its existence.
- (d) Subsequent to the execution of the Memorandum of Understanding and during the period of time said 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 members thereof individually, to advocate any amendment, addition or deletion to the terms and conditions of the Memorandum of Understanding.
- (e) All Memorandums of Understanding shall provide that there shall be no strikes or lock-outs and shall cover a period of not less than one year from its inception date. The agreement must be capable of implementation within the appropriate and established income level of the City, and any such agreement shall not act to impose directly or indirectly any new tax structure or infringe upon the prerogatives of the Council to make or refrain from making an appropriation. It is expressly understood that no Memoranda of Understanding may or can bind succeeding Mayors or Councils.
- (f) A valid written agreement between the City and the Certified Employee Organization, wages, hours and other terms and conditions of employment of employees in an appropriate Employee Representative Unit shall bar the filing of a petition for certification or a petition for decertification of a majority representative of such bargaining unit for the terms of such written agreement, not exceeding two (2) years, except as otherwise provided in this Resolution.

(g) The agreement shall be valid and enforced under its terms when entered into in accordance with the provisions of this Resolution. No publication of it shall be required to make it effective.

10. SUPERVISORY, CONFIDENTIAL, SPECIAL EMPLOYEE BARGAINING EXCLUSION; DISCLAIMER; SAVINGS CLAUSE.

(a) No confidential or elected employee as identified on attached Appendix "A" shall be represented by or bargained on behalf of by any Certified Employee Organization, and no such employee shall be on said Organization's bargaining team. Further, any Certified Employee Organization as herein defined who shall have membership which includes said excluded employees as identified in attached Appendix "A" shall automatically be decertified and; thereafter, no Employee Organization shall be certified who shall have any said employees as members.

Police sergeants, arson investigators, fire captains, and police and fire lieutenants may belong to and hold office in an employee organization and the City may bargain with such organization regarding non-economic issues on behalf of such employees, under the following conditions:

- (1) No such employee shall serve upon the bargaining team of an employee organization during negotiations with the City on behalf of members of the police or fire unit; and
- (2) The City shall not bargain with any employee organization regarding wages or salaries for such employees; nor shall the City bargain on any other benefit for such employees which is determined by the Mayor to be predominantly economic in nature or which has otherwise been determined by the City to be an exclusive management prerogative.

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No employee described in Appendix "A" of this Resolution may vote in any election held hereunder.

- (b) The foregoing provision of this Resolution is of the essence. Any provision of this Resolution notwithstanding, the Mayor reserves the right to refuse to bargain with any organization not in compliance therewith.
- (c) Should any court declare any provision of Sections 1, 2, 3, 4(c), 4(i), 9, 10, 11, or 13 of this Resolution void, invalid, illegal or unconstitutional, the whole Resolution shall be deemed rescinded, repealed and of no effect.
- (d) Should any court declare any provision of this Resolution, other than those described in Section 10(c) above void, invalid, illegal or unconstitutional, the remaining provisions shall remain

in full force pending further action by the Council.

11. RESOLUTION OF IMPASSES.

- (a) If the appropriate City representative and the representatives of a Certified Employee Organization have been unable to reach an agreement within a reasonable period after negotiations have commenced, either party may declare that an impasse exists and the matter shall be submitted to the Mayor. If the parties have not reached agreement within thirty (30) days prior to the expiration of an existing Memorandum of Understanding Agreement, impasse shall be declared; provided that the employer and employee representatives may mutually agree to extend the negotiating period, but no extension shall be made which would extend negotiations beyond May 30 of the year in which such negotiations are occurring.
- (b) In the event of an impasse in negotiations regarding any or all of the items submitted for negotiations as set forth in this ordinance the parties may jointly request the services of the Federal Mediation and Conciliation Service. If said Agency is not available within twenty-one (21) days for mediation, the services of any other disinterested, neutral party who is competent to act as a mediator will be obtained under the mutual agreement of the parties. It shall be the function of such favorable auspices as will tend to effectuate a settlement of the dispute; however, the mediator shall not have any power of compulsion and shall not make findings of fact or otherwise publicize the issues for recommendations for resolving the dispute.
- (c) In the event that mediation dissolves the dispute between the the parties, the agreement shall be reduced to a Memorandum of Understanding as above provided. However, in the event no resolution of the impasse is achieved prior to June 1 of the year of negotiation, the matter will be submitted to the Salt Lake City Council who shall resolve the issue by passing appropriate legislation, whose decision shall be final and binding.

12. PROCEDURAL RIGHTS AND OBLIGATIONS.

- (a) The Mayor shall have the right to promulgate rules and regulations governing the activity of Certified Employee Organizations on City property, including procedures for conferring with management, use of bulletin boards and other publicly owned facilities, and the solicitation of membership.

13. UNFAIR LABOR PRACTICES; SANCTIONS.

- (a) The City, its representatives or agents are prohibited from:
 - (1) Restraining or coercing or interfering with any employee in the exercise of his 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 he 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) Employee Organizations, their agents or employees, and where appropriate, City employees are prohibited 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 his 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 employees in an appropriate unit.
 - (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 Employee Organization 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.

14. CITY BARGAINING TEAM; DISCUSSIONS THROUGH NEGOTIATORS.


- (a) The Mayor shall select a chief negotiator to represent the City in all bargaining and labor negotiations pursuant to the terms of this Resolution. He shall be assisted by the City Attorney or his designee and the Personnel Director or his designee, together with such other personnel as they may deem necessary or appropri-

ate. All proposals and negotiations with and by the Certified Employee Organization shall be through said chief negotiator who shall report and be responsible directly to the Mayor.

15. CLOSED DOOR NEGOTIATIONS.

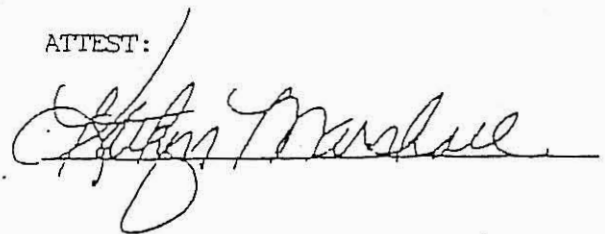
- (a) Bargaining meetings and negotiations between City and Public Employee Organization and the deliberations of mediators shall be considered private and may be conducted in closed door or executive sessions, without the right of the public to be present, if the parties to the negotiations so decide.

Passed by the City Council of Salt Lake City, Utah, this 10th
day of April, 1984.




CHAIRMAN

ATTEST:

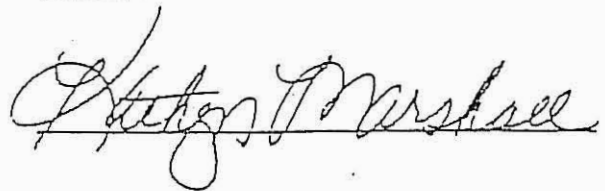


Transmitted to Mayor on April 17, 1984



MAYOR

ATTEST:



AMENDED
APPENDIX "A"

SUPERVISORY AND CONFIDENTIAL EMPLOYEES

The following employees shall not be allowed to participate in collective bargaining:

1. All employees in elected or appointed positions.
2. All employees classified in the executive pay plan.
3. All employees classified in the Professional/Para Professional pay plan (300 series) except as modified by this resolution.
4. All employees in the Office of the City Attorney and City Prosecutor.
5. All employees in the Office of Personnel.
6. All employees in the Office of the City Recorder.
7. All other employees who in the opinion of the Mayor have direct access to confidential information regarding collective bargaining issues.

EXHIBIT "B"

JAN 0 9 2009

Resolution ___ of 2009

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 has committed 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; and

WHEREAS, the Salt Lake City Council and the Mayor agree that this Resolution replaces the Third Amended Labor Bargaining Resolution, Resolution 41 of 1984, 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) "CONFIDENTIAL EMPLOYEE" means an employee identified by the City who has access to information relating to the City's formation, execution, administration or review of the City's bargaining positions.
 - (d) "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 assigned to the Mayor's Office;
 - (6) Any employee assigned to the City Council's Office; and
 - (7) Any employee designated by the City.
 - (e) "EMPLOYEE ORGANIZATION" means AFSCME, IAFF or SLPA.
 - (f) "EMPLOYER" means Salt Lake City Corporation.
 - (g) "EXCLUSIVE REPRESENTATIVE" or "EMPLOYEE REPRESENTATIVE UNIT" or "CERTIFIED EMPLOYEE

ORGANIZATION” means AFSCME, IAFF or SLPA (collectively “unions”).

- (h) “IAFF” means the International Association of Firefighters, Local 1645, AFL-CIO.
- (i) “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.
- (j) “LEGISLATIVE BODY” mean the Salt Lake City Council.
- (k) “NEGOTIATION” means the good faith process by which the City and the unions 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.
- (l) “SLPA” means the Salt Lake Police Association, International Union of Police Associations, Local 75, AFL-CIO.
- (m) “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 pending the signing of contracts, including those persons who are customarily employed on a yearly contract basis.
- (n) “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, 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, funds or 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 situations of an emergency.
- (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 union business.

- (4) Meet and confer with a union prior to making a decision to privatize any City function which would impact any employee represented by a union;
- (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. COLLECTIVE BARGAINING REPRESENTATION BY AFSCME OF ELIGIBLE EMPLOYEES.

- (a) Employees currently classified as "100 series" employees may choose to decertify AFSCME for the purpose of collectively bargaining on their behalf if over 66% of all eligible employees casting votes vote for decertification.

- (b) The City will designate employees who are not currently classified in the 100 series who may choose to be represented by AFSCME for the purpose of collectively bargaining if over 50% of all such employees vote for such representation. No supervisory employee or employee otherwise ineligible for union membership shall be included in any such designation.

5. COLLECTIVE BARGAINING REPRESENTATION BY IAFF OF ELIGIBLE EMPLOYEES.

- (a) Employees currently classified as “400 series” employees may choose to decertify IAFF for the purpose of collectively bargaining on their behalf if over 66% of all eligible employees casting votes vote for decertification.
- (b) Employees currently classified as “Fire Captains” may choose to be represented by IAFF for the purpose of collectively bargaining if over 50% of all such employees vote for such representation.

6. COLLECTIVE BARGAINING REPRESENTATION BY SLPA OF ELIGIBLE EMPLOYEES.

- (a) Employees currently classified as “500 series” employees may choose to decertify SLPA for the purpose of collectively bargaining on their behalf if over 66% of all eligible employees casting votes vote for decertification.
- (b) Employees currently classified as “Police Sergeants” may choose to be represented by SLPA for the purpose of collectively bargaining if over 50% of all such employees vote for such representation.

7. REPRESENTATION OF EMPLOYEE GROUPS WHO CHOOSE NOT TO BE REPRESENTED BY AFSCME, IAFF OR SLPA.

If employees in any group outlined in paragraphs 4-6 vote not to be represented by AFSCME, IAFF or SLPA for the purpose of collectively bargaining, they shall not be represented by the applicable union for the purpose of collectively bargaining. The City will meet and confer with any such group to discuss their future representation related to the terms and conditions of their employment.

8. REPRESENTATION OF OTHER EMPLOYEE GROUPS.

Each City department head shall represent their department’s employees who are not eligible to be represented by one of the recognized unions during the City’s annual compensation plan development process.

9. EXCLUDED EMPLOYEES.

The City shall annually provide each union a list of supervisory, confidential and elected employees. The City will not enter into a Memorandum of Understanding with any union which represents or bargains for an individual on the list.

10. ELECTION AND BALLOTING PROCEDURE.

- (a) The City, in a form approved by the City Attorney, will issue ballots to employees eligible to vote in any election under this Resolution.
- (b) The City will provide to each eligible employee a blank envelope into which the employee shall place a sealed ballot envelope and concise voting instructions prepared by the City Attorney. Each eligible employee is responsible for sealing the marked ballot, writing his/her name on the blank envelope, signing the blank envelope and returning the blank envelope and the ballot envelope to the City Recorder or designee.
- (c) Ballots must be received by the Recorder within fourteen (14) calendar days from the date the ballots are made available. The City Recorder will be responsible for: i) verifying the name appearing on the blank envelope by comparing the name against a list of eligible employees prepared by the City; ii) separating the ballot envelopes from the blank envelopes in a way to ensure the anonymity of each voter; and, iii) tabulating the ballot returns and reporting the election results to the Mayor and City Council. Each group shall be allowed to designate a representative to observe the ballot tabulation.

11. 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.

12. GOOD FAITH NEGOTIATIONS; MEMORANDUM OF UNDERSTANDING.

- (a) 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:

- (1) Submit proposals related to wages, hours and other terms and conditions of employment no later than two (2) weeks prior to the agreed upon date for negotiations to begin;
- (2) Attempt to reach agreement prior to the submission of a budget by the Mayor to the City Council; and
- (3) 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 employee's 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.

Provided, however, 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 and/or City Ordinance related to the Civil Service or Merit Systems.

- (b) 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 City shall implement a one-year compensation plan for the affected work group and/or approve a one-year extension of the existing Memorandum of Understanding.
- (c) 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:
 - (1) Acts by majority vote to approve the Memorandum of Understanding;
 - (2) Enacts ordinances or makes other changes required to implement the Memorandum of Understanding;

- (3) Appropriates the funds required to implement the Memorandum of Understanding which requires funding for each year of its existence.
- (d) After the execution of the 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.
- (e) All 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.
- (f) 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.
- (g) 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.

13. 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.

14. RESOLUTION OF IMPASSES.

- (a) If the City's chief negotiator and the unions are 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) Nothing in this Resolution will preclude the City's chief negotiator or a union from jointly requesting 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.

15. 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.

16. 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.

17. 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.

18. PETITION FOR DECERTIFICATION.

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 a majority 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; and, iii) 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.

19. NOTICE AND HEARING ON PETITION.

- (a) No later than ten calendar days after the City Recorder receives a petition for decertification, 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 decertification 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 decertification 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 decertification 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 shall have the discretion to determine the issues or matters outlined in the petition which will be discussed at the public hearing.
- (h) 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.
- (i) The City Council or the Mayor shall issue a written decision addressing the petition no later than 30 calendar day after the public hearing on the petition.

20. TERM.

Prior to March 31, 2011, 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, 2011.

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

_____, 2009.

Carlton Christensen
CHAIR

ATTEST:

CITY RECORDER

Transmitted to Mayor on the ____ day of _____, 2009.

Ralph Becker
Mayor

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:



Senior City Attorney