



SALT LAKE CITY TRANSMITTAL

To:
Salt Lake City Council Chair
Salt Lake City Redevelopment Agency Chair

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From:

Employee Name:
Oldroyd, Jaysen

E-mail
Jaysen.Oldroyd@slcgov.com

Department
Attorney

Department Director Signature

Katherine Lewis

Chief Administrator Officer's Signature *

Jill Love

Director Signed Date
08/13/2024

Chief Administrator Officer's Signed Date
08/13/2024

Subject:
Joint Resolution Updating Salt Lake City's Collective Bargaining and Employee Representation Processes

Additional Staff Contact:
Katherine Lewis, Katherine.lewis@slcgov.com
Jonathan Pappasideris, Jonathan.pappasideris@slcgov.com
Jaysen Oldroyd, Jaysen.oldroyd@slcgov.com

Presenters/Staff Table
Katherine Lewis, Katherine.lewis@slcgov.com
Jonathan Pappasideris, Jonathan.pappasideris@slcgov.com
Jaysen Oldroyd, Jaysen.oldroyd@slcgov.com

Document Type *
Resolution

Budget Impact *
☒ Yes
☐ No

Budget Impact:
Minor Impact

Recommendation: *
We recommend that the City Council pass this Resolution to make timely updates to the City's collective bargaining and employee representation processes

Background/Discussion (?)

In 2011 Salt Lake City ("City") passed a Collective Bargaining and Employee Representation Joint Resolution (the "2011 Bargaining Resolution") to provide for collective bargaining between City representatives and certain groups of eligible employees. Since passage of the 2011 Bargaining Resolution, the City has regularly engaged in collective bargaining with the local chapters of the Salt Lake Police Association, the International Association of Firefighters, and American Federation of State County and Municipal Employees, to negotiate wages and other eligible conditions of employment pursuant to the governing principles contained in the 2011 Bargaining Resolution.

Recently, the City has made efforts to update and refine the collective bargaining process. As part of that process, the City has drafted a new resolution updating Salt Lake City's collective bargaining and employee representation process (the "Updated Bargaining Resolution"). This Updated Bargaining Resolution refines and updates the 2011 Bargaining Resolution by incorporating provisions and practices that the past years of collective bargaining have revealed to be beneficial to the collective bargaining process. The Updated Bargaining Resolution also provides a more robust process for resolving questions of representation, meaning which entity represents a group of eligible employees. This provision of the Updated Bargaining Resolution is particularly timely because a question of representation has been raised regarding the police bargaining unit.

The Resolution will likely have a minor budget impact because the changes to the City's collective bargaining and employee representation processes provide for a Third Party Neutral to conduct an audit/counting process to determine whether one of the City's employee bargaining

units should be represented by a different labor union/exclusiverepresentative. It is anticipated thatthe costs of hiring the Third Party Neutral to perform the processes describedin the Resolution would likely be covered by the City.

Will the City Council need to hold a public hearing for this item? *

☐ Yes

☒ No

Public Process

The requirements related to resolutions can be found in Utah Code Title 10, Chapter 3, Part 7. In this particular situation there are no additional legal requirements needed to pass this Resolution that would deviate from the processes the City uses to pass an ordinance. No public hearings are required. Notably a resolution does not need to be published or posted to become effective and may become effective upon passage or at a later date (not to exceed three months) as the City Council determines (see Utah Code Section 10-3-719).

Chief Administrator Officer's Comments

Resolution ____ of 2024

Collective Bargaining and Employee Representation Joint Resolution

Adopting a joint resolution acknowledging Salt Lake City's practice of recognizing the exclusive representation of certain designated groups of eligible employees by labor organizations for the purpose of collective bargaining, authorizing the continuation of this practice, and setting forth the process for collective bargaining between Salt Lake City Corporation (the "City") and labor organizations.

WHEREAS, the residents of Salt Lake City are entitled to efficient and effective delivery of services and the orderly and uninterrupted operation of their government; and

WHEREAS, dialogue with certain designated groups of eligible employees related to the terms and conditions of their employment (including wages) facilitates the City's objectives of promoting fiscal responsibility and stability, maintaining and increasing employee productivity, and addressing issues pertaining to employee job satisfaction, morale, and retention; and

WHEREAS, the Mayor and City Council of Salt Lake City believe the collective bargaining process promotes cooperative and harmonious relationships between the City and certain designated groups of eligible employees related to the terms and conditions of their employment; and

WHEREAS, the Mayor and City Council of Salt Lake City believe it is in the best interest of the City to allow certain designated groups of eligible employees to be represented by labor organizations for the purpose of collective bargaining; and

WHEREAS, the Mayor and City Council of Salt Lake City believe it is in the best interest of the City to recognize individual labor organizations as the exclusive representative for certain designated groups of eligible employees for the purpose of negotiating a labor agreement (i.e. a "Memorandum of Understanding" ("MOU")) between the City and the labor organization in accordance with the provisions of this joint resolution; and

WHEREAS, this joint resolution supersedes and wholly replaces Resolution 15 of 2011 (the "2011 Collective Bargaining and Employee Representation Joint Resolution")

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

I. DEFINITIONS

As used in this joint resolution:

- A. "CITY" means and refers to Salt Lake City Corporation, a municipal corporation organized under the laws of the State of Utah.

- B. “LABOR ORGANIZATION” means and refers to an entity (i.e. a labor union or labor association) that seeks to be recognized as the Exclusive Representative of a Bargaining Unit for the purpose of collective bargaining.
- C. “BARGAINING UNIT” means and refers to the three designated groups of eligible employees referred to in Section II(A) below who may be represented by an Exclusive Representative for the purpose of negotiating a labor agreement between the City and the Exclusive Representative.
- D. “EXCLUSIVE REPRESENTATIVE” means and refers to a Labor Organization that has been recognized as the sole representative of a Bargaining Unit and, accordingly, is authorized to engage in collective bargaining with the City for the purpose of negotiating a labor agreement between the City and the Exclusive Representative.
- E. “NEGOTIATION” means and refers to the process by which the City and an Exclusive Representative meet and confer in good faith regarding the terms and conditions of employment (including wages), except to the extent such terms and conditions are a management right (permissive) or prescribed or prohibited by applicable law, and culminates in the execution of a labor agreement between the City and the Exclusive Representative.
- F. “IMPASSE” means and refers to the inability of the City and an Exclusive Representative to agree upon and execute a labor agreement.

II. CITY RIGHTS AND OBLIGATIONS

- A. The City acknowledges that the following three designated groups of eligible employees may be represented by an Exclusive Representative for the purpose of collective bargaining:
 - i) sworn employees in the Police Department who hold the rank of Police Officer;
 - ii) sworn employees in the Fire Department who hold the rank of Firefighter EMT, Firefighter Specialist, Firefighter Paramedic, Firefighter Captain, and Medical Response Paramedic and non-sworn employees in the Fire Department who serve as Fire Logistics Coordinators and Fire Prevention Specialists; and
 - iii) employees who serve in the job titles outlined in Appendix A of the most recent Memorandum of Understanding between the City and Local 1004 of the American Federation of State, County, and Municipal Employees.

- B. In accordance with applicable law and the provisions of this joint resolution, the City has the exclusive right to determine the mission and objectives of each of its departments, divisions, bureaus, boards, commissions, programs, and services.
- C. The City has the exclusive right to:
 - i) hire and direct its employees;
 - ii) impose corrective or disciplinary action on its employees;
 - iii) classify its employees for compensation purposes;
 - iv) relieve its employees of duty due to reorganization, restructuring, lack of funds, lack of work, or other reason not prohibited by applicable law;
 - v) determine the method, means, and personnel by which City operations are conducted;
 - vi) maintain the efficiency and effectiveness of City operations;
 - vii) promulgate rules and regulations pertaining to Exclusive Representative activity, including meeting with City administration and management, using City facilities or equipment, and engaging in Exclusive Representative activity during business hours; and
 - viii) take whatever actions it deems necessary, in its sole discretion, to carry out its responsibilities in an emergency situation.
- D. The City intends to:
 - i) negotiate in good faith with the recognized Exclusive Representative of each Bargaining Unit; and
 - ii) compensate its employees in a fiscally-responsible manner.

III. EMPLOYEE RIGHTS AND OBLIGATIONS

- A. Unless otherwise prohibited by applicable law or this joint resolution, eligible employees in a Bargaining Unit have the right to form, join, and participate in activities through an Exclusive Representative.
- B. Eligible employees in a Bargaining Unit have the right to refrain from participating in any Exclusive Representative and/or Labor Organization activity and Exclusive Representatives and Labor Organizations are prohibited from coercing eligible employees into joining, participating, assisting, supporting, or in any other way contributing to the success or operation of an Exclusive

Representative and/or Labor Organization. Eligible employees in a Bargaining Unit shall not be interfered with, intimidated, restrained, coerced, or discriminated against because of their exercise of, or refusal to exercise, any of the rights outlined in this joint resolution.

- C. This joint resolution does not prevent an eligible employee in a Bargaining Unit from:
 - i) from bringing personal concerns to the attention of City administration or management; or
 - ii) enjoying, without discrimination, all employment rights and benefits granted by the City.

IV. EXCLUSIVE REPRESENTATIVE OBLIGATIONS

- A. An Exclusive Representative and its officers, agents, or employees are prohibited from:
 - i) restraining, coercing, or interfering with eligible employees in the exercise of their rights guaranteed under this joint resolution, including, but not limited to, attempting to cause the City to discriminate against an eligible employee in violation of such employee's rights under applicable law or this joint resolution;
 - ii) restraining or coercing the City in its recognition of an Exclusive Representative for purposes of collective bargaining or the adjustment of grievances;
 - iii) refusing to negotiate in good faith with the City;
 - iv) engaging in a strike, or encouraging, aiding, or abetting any eligible employee of a Bargaining Unit to engage in a strike, which, in addition to being prohibited, is declared to be illegal.
- B. An Exclusive Representative and its officers, agents, or employees shall have an affirmative duty to take immediate, appropriate, and effective affirmative action to end an employee strike or work stoppage.

V. NEGOTIATION OF LABOR AGREEMENTS

- A. The City's chief negotiator and the Exclusive Representative will meet and engage in Negotiation. The City and the Exclusive Representative will fully consider any proposals presented during Negotiation and will attempt to reach an agreement on the subjects of Negotiation prior to the submission of the Mayor's recommend budget to the City Council.

- B. The scope of collective bargaining between the City and the Exclusive Representative shall be restricted, shall not include those subjects which the City has no authority to change, and shall not infringe on the City's rights outlined in Section II of this joint resolution. Negotiation will not include any issues already provided for by applicable law.
- C. If the City's chief negotiator and the Exclusive Representative reach a tentative labor agreement, they will jointly prepare a written MOU containing the terms of their agreement. A written MOU is a joint recommendation which the City's chief negotiator and the Exclusive Representative will provide to the Mayor on or before May 15 of the calendar year in which the existing MOU expires, or at a later date in the event Negotiation continues past May 15.
- D. The MOU will not be binding upon the City or the Exclusive Representative, either in whole or in part, until the members of the Bargaining Unit have ratified the MOU by a majority vote and until the City Council:
 - i) acts by majority vote to approve the MOU;
 - ii) enacts ordinances or makes other changes required to implement the MOU; and
 - iii) appropriates the funds required to implement the MOU for each year of its existence;
- E. If the Bargaining Unit does not ratify the proposed MOU, the City's chief negotiator and the Exclusive Representative will meet within ten business days of the failed ratification vote to review the basis for the failed ratification and attempt to determine if additional Negotiation could result in a new labor agreement that could be ratified by the Bargaining Unit.
- F. While the MOU is pending before the City Council for action, the Exclusive Representative, its individual members, and the Mayor shall not appear before the City Council or its members to advocate for any amendment, addition, or deletion to the MOU's agreed-upon language.
- G. Each MOU must contain a provision prohibiting strikes or lockouts. Each MOU shall have a term of at least one calendar year. It is expressly understood that no MOU may or can bind succeeding Mayors or City Councils.
- H. An MOU will be enforceable when entered into and executed in accordance with the provisions of this joint resolution. No publication of an MOU shall be required to make it effective.

- I. Nothing in an MOU shall prevent the City and the Exclusive Representative from mutually identifying and discussing issues related to the terms and conditions of eligible employees' employment during the term of an existing MOU.

VI. IMPASSE

- A. If the City's chief negotiator and the Exclusive Representative are unable to reach an agreement by May 15 of the calendar year in which the existing MOU expires, either the City or the Exclusive Representative may declare Impasse and the matter shall be submitted to the Mayor and the City Council for review and resolution. The Mayor may recommend that the City Council:
 - i) permit the City and Exclusive Representative to continue Negotiation;
 - ii) implement a one-year compensation plan, to be proposed by the Mayor, for the Bargaining Unit; or
 - iii) adopt the City's last formal offer presented in Negotiation for outstanding proposals for a term not to exceed one calendar year.

In the event the Mayor recommends any of the foregoing approaches to resolving Impasse, any existing tentative agreements reached during Negotiation shall stand as agreed upon.

- B. In the event of Impasse, the City's chief negotiator and the Exclusive Representative may also (but are not required to) jointly ask the City Council for permission to engage in mediation with an outside mediator. If the City Council grants the joint request to mediate, the costs associated with any outside mediator shall be borne equally borne by the City and Exclusive Representative. If an outside mediator is engaged, the City's chief negotiator and the Exclusive Representative agree to participate in at least two (2) mediation sessions of at least four hours each within thirty (30) days of the mediator's engagement. Mediation sessions are considered closed sessions and, in the event mediation does not result in agreement for a successor MOU, the provisions of Section VI(A) above apply.

VII. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

- A. Purpose:

The purpose of this section is to provide a uniform process for a Bargaining Unit to select an Exclusive Representative.

- B. Petition:

If employee members of a Bargaining Unit allege that their existing Exclusive Representative no longer represents the interests of the employee members of the Bargaining Unit, they may file an original and two copies of a petition with the City Recorder alleging that a new Exclusive Representative should be recognized or that no Exclusive Representative should be recognized. The City has the exclusive right to deny any petition that includes employees not referred to in Section II(A) above.

C. Petition Filing Requirements:

To be considered, a petition must be filed between September 15 and October 15 of the calendar year immediately preceding the calendar year during which the existing MOU expires. A petition filed outside this time period will not be considered. In addition, a petition must contain a statement of interest of at least thirty-three (33) percent of the total employee count of the classifications within the Bargaining Unit, including: i) a statement outlining the basis of the petition; ii) a declaration and signature by the person(s) submitting the petition that the contents of the petition are true and correct; iii) a list of the job classifications seeking to change the Exclusive Representative; iv) the name and contact information of the proposed new Exclusive Representative; and v) an affirmation of the numeric count of the employee members of the Bargaining Unit who have signed the petition.

D. Petition Authentication:

Within ten calendar days of its receipt of a petition, the City will provide a copy of the filed petition to the existing Exclusive Representative of the Bargaining Unit. Within fourteen calendar days of its receipt of a petition, the City will evaluate whether the petition preliminarily complies with the requirements set forth in Section VII(C) above. If the petition does not comply with the requirements set forth in Section VII(C) above, the City will inform the person(s) who filed the petition of the deficiencies and afford the person(s) five business days to rectify the deficiencies and submit a conforming petition.

If a petition (whether an original petition or conforming petition) preliminarily complies with the requirements set forth in Section VII(C) above, the City will engage the services of a third-party neutral (“TPN”) to authenticate the petition. The TPN’s initial responsibility is to validate the required thirty-three (33) percent showing of interest and, in order to do so, the TPN shall require the person(s) filing the petition to provide “Showing of Interest” forms/cards (in a form substantially similar to the attached Exhibit A) to the TPN for verification. The City will not review or otherwise have access to any Showing of Interest forms/cards provided to the TPN

The City will provide the TPN with a list of current employees in the Bargaining Unit as of the date the petition was filed. The TPN will authenticate whether at

least thirty-three (33) percent of the total number of current employees within the Bargaining Unit have submitted a valid “Showing of Interest” form/card demonstrating their interest in being represented by a new proposed Exclusive Representative and/or no Exclusive Representative as identified in the petition. The TPN has the authority to invalidate deficient cards that are not complete or not eligible for the petition. If the TPN authenticates a valid thirty-three (33) percent showing of interest, the matter will proceed to a majority vote of the Bargaining Unit. If the TPN does not authenticate the petition, the TPN will inform the City and the person(s) who filed the petition in writing that the petition cannot be authenticated. A petition that is not authenticated cannot be refiled until the next window period as set forth in Section VII(C) above.

E. Election:

If a petition is authenticated by the TPN, the issue of which Exclusive Representative, if any, will be recognized as the Exclusive Representative of the Bargaining Unit will proceed to a majority vote of the members of the Bargaining Unit employed as of October 16 of the calendar year immediately preceding the calendar year during which the existing MOU expires. The majority vote will be scheduled, noticed, and occur during the time period between October 16 through November 16 of the calendar year immediately preceding the calendar year during which the existing MOU expires. The vote will be by secret ballot submitted by mail to the TPN and the form of the ballot will be in a form substantially similar to the attached Exhibit B. The TPN will authenticate votes and provide the tally of votes in writing to the City, the person(s) filing the petition, and the existing Exclusive Representative of the bargaining unit by December 10 of the calendar year immediately preceding the calendar year during which the existing MOU expires.

F. Change in Exclusive Representative:

If the election referenced in Section VII(E) above results in a change of Exclusive Representative, the change will become effective with the execution of the successor MOU. The City will, however, initiate negotiations regarding the successor MOU with the new Exclusive Representative in January of the calendar year during which the existing MOU expires.

VIII. COURT DECLARATION

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

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2024.

Victoria Petro
CHAIR

ATTEST

CITY RECORDER


Transmitted to Mayor on the _____ day of _____, 2024.

Erin Mendenhall
MAYOR

ATTEST

CITY RECORDER

Salt Lake City Attorney's Office
Approved As To Form



Jaysen Oldroyd

Exhibit A:
Sample

**Showing of Interest for
Exclusive Representation with a Labor Union**

I designate (name of labor union/organization) as the exclusive bargaining representative for the purpose of collective bargaining with the City of Salt Lake. I understand that my signature may be used to obtain affirmation/certification of the above-name labor union/organization as the exclusive representative.

Printed Name

Signature

Date:

Employee Classification/Job Title

Exhibit B:
Sample

**Vote for
Exclusive Representation with a Labor Union**

(box) I vote to continue (name of existing labor union/organization) as the exclusive bargaining representative for the purpose of collective bargaining with the City of Salt Lake.

(box) I vote to change to (name of labor union/organization) as the exclusive bargaining representative for the purpose of collective bargaining with the City of Salt Lake.

(box) I do not seek exclusive representation by any organization.

I understand that my signature may be used to obtain affirmation/certification of the above-named labor union/organization as the exclusive representative.

Printed Name

Signature

Date:

Employee Classification/Job Title

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