



SALT LAKE CITY TRANSMITTAL

To:
Salt Lake City Council Chair

Submission Date:
12/23/2024

Date Sent to Council:
12/26/2024

From:

Department*
Library

Employee Name:
Baskett, Noah

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Department Director Signature

Chief Administrator Officer's Signature

Director Signed Date
12/23/2024

Chief Administrator Officer's Signed Date
12/26/2024

Subject:
Salt Lake City Public Library Labor Resolution 2024, seeking City Council approval.

Additional Staff Contact:
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Noah Baskett - Library Director, CEO, nbaskett@slcpl.org
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Presenters/Staff Table
Sariah Toronto - Library Board of Directors, President, storonto@slcpl.org
Noah Baskett - Library Director, CEO, nbaskett@slcpl.org
Nathan Thomas, Parsons Behle & Latimer, Labor Counsel for Library, (if needed)

Document Type
Information Item

Budget Impact?
 Yes
 No

Recommendation:
To approve the labor resolution concerning Salt Lake City Public Library as written and approved by its board of directors on Monday, December 16, 2024.

Background/Discussion

In the spring of 2023, a group of staff approached the City Library's board of directors with the desire to have a worker's union be recognized for the purposes of collective bargaining. In the fall of 2023, the Library engaged with labor lawyers to proactively identify the steps under which the library might recognize a union. When Noah Baskett was hired as the new Library Director and began service in January 2024, the library board delegated authority to him (at the recommendation of its labor lawyers) to work with the American Federation of State, County, and Municipal Employees (AFSCME) to negotiate a labor resolution through which a union might be recognized. In November 2024, Noah reached an agreement with AFSCME on a proposed labor resolution, and the library board approved this resolution in its December 2024 board meeting. Per language in the resolution, and the Library's agreement with City Council, the resolution requires City Council approval before going into effect. If approved by City Council, this resolution would guide the process whereby a labor union might be recognized by the City Library's board of directors.

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

Public Process

The City Library's Board of Directors approved the adoption of the attached labor resolution on its December 16, 2024 board meeting open to the public. This was following the resolution being presented to the Board of Directors by Library Direction / CEO, Noah Baskett, during its November 25, 2024 board meeting.

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The City Library

THE SALT LAKE CITY PUBLIC LIBRARY SYSTEM

WHEREAS the Salt Lake City Code, Chapter 2.28, establishes the Salt Lake City Library Board (the “Library Board”) as the governing body for the Salt Lake City Library (the “Library”), pursuant to Utah Code Annotated § 9-7-402 through 9-7-410;

WHEREAS state law gives the Library Board jurisdiction over the hiring of Library personnel and policies for Library operations, as well as other powers subject to city approval;

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

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

WHEREAS discussions with Library employees related to the terms and conditions of their employment will enable the Library to increase productivity, efficiency, and quality of service, promote fiscal stability, and ensure a high level of employee morale; and

WHEREAS the Library wishes to ascertain the extent to which its employees desire to be represented through collective bargaining;

NOW, THEREFORE, be it resolved by the Library Board, as follows:

1. DEFINITIONS.

As used in this Resolution:

- (a) “BARGAINING UNIT” means a group of Eligible Employees that share an internal community of interest; are readily identifiable as a group based on job classifications, departments, functions, work locations, skills, or similar factors; and are sufficiently distinct from other groups of Eligible Employees.
- (b) “CITY” means Salt Lake City, a Utah municipal corporation.
- (c) “ELIGIBLE EMPLOYEE” means any person who is employed by the Library, on a full-time or part-time basis, except for:
 - (1) Any employee who primarily performs the duties of an administrator, manager, or supervisor with the authority to hire, fire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

- (2) Any employee who assists and acts in a confidential capacity to persons who formulate, determine, and effectuate management policies or regularly has access to confidential information concerning the formation, execution, administration, or review of the Library's bargaining position or any collective bargaining agreement.
- (3) Any employee employed by the Library as a "substitute."
- (d) "ELIGIBLE VOTER" means any Eligible Employee who has been continuously employed by the Library for six (6) or more months.
- (e) "EMPLOYEE ORGANIZATION" means any bona fide organization that does not discriminate in its membership against any protected category of person under Utah or federal law and exists for the purposes of representing employees in negotiations with employers.
- (f) "EMPLOYER" means the Library.
- (g) "CERTIFIED EMPLOYEE ORGANIZATION" means any Employee Organization certified as representative of Library employees pursuant to this Resolution (individually "union" and collectively "unions").
- (h) "IMPASSE" means a deadlock in negotiation between a union and the Library over any matters required to be negotiated in this Resolution, or over the scope of the subject matter of negotiations.
- (i) "LEGISLATIVE BODY" means the Salt Lake City Council.
- (j) "LIBRARY" means the Salt Lake City Library, a City Library organized under the Utah Code.
- (k) "LIBRARY BOARD" means the board of the Library.
- (l) "NEGOTIATION" means the good faith process by which the Library and a certified employee organization 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.
- (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;

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 Library for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment, including sick calls, sick-outs, or any other concerted interference with services provided by the Library; or

(1) The collective concerted withholding of services or the performance of duties by any person or persons pending the signing of contracts, including those persons who are customarily employed on a yearly contract basis.

(n) "TERMS AND CONDITIONS OF EMPLOYMENT" means wages, salaries, working conditions, and hours and benefits, except as specifically modified in this Resolution.

2. EMPLOYER RIGHTS AND OBLIGATIONS.

(a) The Library has the exclusive right to determine the role of each of its branches, departments, and divisions, consistent with Utah statutes, City ordinances and the provisions of this Resolution; 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 Library, subject to the Library Board and City budgeting processes, to:

(1) Hire and direct its employees;

(2) Classify its employees for compensation purposes;

(3) Take disciplinary action for proper cause;

(4) Relieve its employees from duty because of lack of work, lack of funds, as a result of a reorganization, or any other legitimate reason;

(5) Maintain the efficiency of its operations;

(6) Determine the method, means and personnel by which the Library's operations are to be conducted; and

(7) Take whatever actions the Library deems necessary to carry out its responsibilities in emergency situations. Emergency situations include, but are not limited to, public emergencies (i.e. storm, fire, or security threats), threats to safety of employees or patrons, operational emergencies (i.e. lack of product or financial credit), and other major unforeseen events affecting the Library requiring immediate action.

(c) The Library, with the approval of the City where required by law, shall:

(1) Negotiate in good faith over terms and conditions of employment with any Certified Employee Organization that has been recognized pursuant to the procedures provided for in this Resolution;

(2) Compensate its employees in a fiscally responsible manner;

(3) Meet and confer with a Certified Employee Organization prior to making a decision to amend this Resolution or privatize or contract out any Library function which would result in an Eligible Employee losing her or his current position with the Library;

(4) Meet and confer with a Certified Employee Organization prior to designating an employee as ineligible for union representation;

- (5) Notify the appropriate Certified Employee Organization prior to reclassifying an employee's position in a manner which makes the employee ineligible for further union representation; and
- (6) Meet and confer in good faith with a Certified Employee Organization that has been recognized pursuant to the procedures provided for in this Resolution regarding paid time for the Certified Employee Organization's officers, board members and stewards to conduct appropriate Labor/Management related business in order to affect the purposes of this ordinance and any MOU reached between the Library and the Certified Employee Organization.

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, except that only Eligible Voters may vote to determine whether to certify an Employee Organization as a Certified Employee Organization or to decertify a Certified Employee Organization.
- (b) Eligible 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 Library.
- (c) 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 the attention of the Library administration;
 - (2) From acting in their own behalf or choosing their own representative in a grievance or judicial action; or
 - (3) From enjoying without discrimination, all employment rights and benefits granted by the Library.

4. PETITIONS

- (a) Any Eligible Employee may file a petition with the Library's Executive Director to recognize an Employee Organization as the exclusive representative of a group of Eligible Employees. The petition must contain:
 - (1) a statement outlining the basis for the petition;
 - (2) a declaration by the Eligible Employee filing the petition that the petition's contents are true and correct;
 - (3) a description of the group or group of Eligible Employees that will be represented by the Employee Organization, including a clear and reasonable justification as to why

those Eligible Employees constitute an appropriate Bargaining Unit;

(4) written proof (through petition, union authorization card, or similar method) that at least 30% of the relevant employees have indicated their desire to designate the Employee Organization as their sole representative for the purposes of collective bargaining; and

(5) the signature of the Eligible Employee filing the petition.

(b) Any Eligible Employee represented by a Certified Employee Organization, or the Library Executive Director with approval from a majority of the Library Board, may file a petition alleging that the applicable Certified Employee Organization no longer represents the interests of a majority of the Eligible Employees within the Bargaining Unit. The petition must be filed between September 15 and October 15 of any calendar year immediately preceding the calendar year during which any collective bargaining agreement expires, and must contain:

(1) a statement outlining the basis for the petition;

(2) a declaration by the person signing the petition that the petition's contents are true and correct;

(3) the name of the group or groups of employees the petition seeks to remove from representation by the Certified Employee Organization; and

(4) the signature of the person or persons filing the petition, as well as from thirty-three (33) percent of the employees in the Bargaining Unit.

(c) A petition under Section 4(a) will be deemed filed under this Resolution upon actual delivery to the Library Executive Director. A petition under Section 4(b) will be deemed filed under this Resolution upon actual delivery to the Library Executive Director and president of the applicable Certified Employee Organization.

5. PETITION MEET AND CONFER ANDELECTIONS

(a) No later than thirty (30) calendar days after a petition is filed pursuant to Section 4(c), the Library Executive Director and any affected Employee Organization or Certified Employee Organization shall meet and confer regarding the petition, including any disputes regarding the petition's compliance with Section 4.

(b) If, after meeting and conferring under Section 5(a), the Library Executive Director and any affected Employee Organization or Certified Employee Organization agree that the petition complies with Section 4, then the parties shall proceed to an election under Section 5(d).

(c) If, after meeting and conferring under Section 5(a), the Library Executive Director and any affected Employee Organization or Certified Employee Organization are at an impasse as to the petition's compliance with Section 4, then the impasse will be submitted to the Mayor or the Mayor's designee, who will have authority to resolve any such impasse and, if appropriate, order an election under Section 5(d).

(1) The Mayor or the Mayor's designee may conduct a conference with the Library's Executive Director and any affected Employee Organization or Certified Employee

Organization in order to clarify the nature of the impasse prior to ruling on the impasse.

- (d) Following submission of a petition pursuant to Section 4, and subject to the processes identified by Section 5(a)-(c), a secret ballot vote of the Eligible Voters in the Bargaining Unit as defined by the petition will be held to determine whether to certify an Employee Organization as a Certified Employee Organization or to decertify a Certified Employee Organization, depending on the relief sought by the petition. The election will be administered using an electronic voting system, and the costs of the election will be divided equally between the Library and the Employee Organization. The Library shall provide the Employee Organization with a full and complete list of all Eligible Voters, including their personal contact information, no later than thirty (30) calendar days prior to the election. An individual agreed upon by the Library and the Employee Organization, or in the absence of agreement, two individuals, one appointed by the Library and one appointed by the Employee Organization, will schedule and administer the election, count the votes, and certify the results of the election. If a majority of votes cast by Eligible Voters in the applicable group (defined as 50% plus one) vote in favor of a petition under Section 4(a) above, the Employee Organization shall be certified as a Certified Employee Organization. If a majority of votes cast by Eligible Voters in the applicable group (defined as 50% plus one) vote in favor of a petition under Section 4(b) above, the Certified Employee Organization shall be decertified.
- (e) In the event an election to certify an Employee Organization fails to obtain majority support of the applicable Eligible Voters, no new petition under Section 4(a) shall be filed for a period of twelve (12) months from that election.
- (f) Notwithstanding the foregoing, upon a substantial demonstration of interest by Eligible Voters, the Library may voluntarily certify an Employee Organization as bargaining agent without an election. The Library shall consider such voluntary certification in good faith and not unreasonably withhold voluntary certification.

6. LIST OF ELIGIBLE EMPLOYEES.

Upon request by an Employee Organization which may seek to become a Certified Employee Organization hereunder, but no more frequent than twice annually, the Library shall provide a list of Eligible Employees as defined herein. Upon recognition, the Library shall provide each Certified Employee Organization a list of Eligible Employees at a frequency and in a manner to be negotiated in good faith with the Certified Employee Organization. The Library will not enter into a collective bargaining agreement with any union which represents or bargains for an individual who is not on the list of Eligible Employees other than a Certified Employee Organization.

7. LIBRARY BARGAINING TEAM; DISCUSSIONS THROUGH NEGOTIATIONS.

- (a) The Library's Executive Director will provide any Certified Employee Organization the name of the Library's chief negotiator at least five (5) months prior to the expiration of any agreement with the union, or within five (5) months of the date of official recognition of the union, in the case of a first contract. The chief negotiator will represent the Library 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 Library's Executive Director.

- (b) A certified employee organization will provide the Library the name of the union's chief negotiator at least five (5) months prior to the expiration of any agreement with the union, or within five (5) months of the date of official recognition of the union, in the case of a first contract.

8. GOOD FAITH NEGOTIATIONS; COLLECTIVE BARGAINING AGREEMENT.

- (a) The Library's chief negotiator and the Certified Employee Organization's chief negotiator will meet to negotiate in good faith issues related to wages, hours and other terms and conditions of employment. The Library's chief negotiator and the Certified Employee Organization's chief negotiator will fully consider any proposals presented during negotiations.
- (b) The scope of bargaining shall be restricted and shall not include those subjects which the Library has no authority to change and shall not infringe on the Employer's Rights outlined in Paragraph 2 of this Resolution. Negotiations will not include any issues already required by Utah law or City Ordinance, however the parties shall be permitted to bargain over subjects addressed by Utah law or City Ordinance provided that no direct conflict results.
- (c) Each collective bargaining agreement must contain a provision prohibiting strikes and lock-outs.
- (d) Each collective bargaining agreement shall have a term of at least one year.
- (e) If the Library's chief negotiator and a union reach an agreement, they will jointly prepare a written collective bargaining agreement containing the terms of their agreement and shall recommend the collective bargaining agreement to the Library's Executive Director no later than December 15, or at a later date in the event negotiations are reopened.
- (f) The collective bargaining agreement will not be binding upon the parties, either in whole or in part, until:
 - (1) A majority of the members of the applicable Certified Employee Organization have ratified the collective bargaining agreement by a majority vote of members within a given Bargaining Unit;
 - (2) The Library Board approves the collective bargaining agreement by majority vote and enacts a resolution to implement the collective bargaining agreement;
 - (3) The City Council by majority vote ratifies the collective bargaining agreement; and
 - (4) As to economic terms, the City Council appropriates the funds required to implement the collective bargaining agreement, which requires funding for each year of its existence.
- (g) If the City Council fails to appropriate the funds required to implement a proposed collective bargaining agreement or wage schedule, the Library Board shall, following good faith negotiations with the Certified Employee Organization, adopt a one-year compensation plan or wage schedule for the affected employees and/or adopt a one-year extension of the existing collective bargaining agreement, and shall present the same to the City Council pursuant to the City Council budget process. After good faith negotiations, the Library shall retain final authority regarding the terms and content of any one-year compensation plan or wage schedule adopted under this paragraph for presentation to the

City Council.

- (h) While a collective bargaining agreement is pending before the Library Board or City Council for action, neither the Certified Employee Organization nor their individual members, nor the Library's Executive Director, shall appear before the Library Board or the City Council, or their individual members, to advocate for any amendment, addition or deletion to the terms and conditions of the collective bargaining agreement's agreed-upon language.
- (i) A collective bargaining agreement 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.
- (j) Nothing in a collective bargaining agreement shall prevent the Library and a Certified Employee Organization from identifying and discussing issues related to the terms and conditions of Eligible Employees' employment during the term of an existing collective bargaining agreement.

9. CLOSED DOOR NEGOTIATIONS

Collective bargaining meetings and negotiations between the Library and unions and any deliberations of mediators shall be considered private, and may be conducted in closed door or executive sessions, with only the Library's representatives and the Certified Employee Organization's representatives having a right to be present, and without the right of the public to be present, if the parties to the negotiations so decide.

10. RESOLUTION OF IMPASSES

- (a) Beginning five (5) months after the date of official recognition of the union, the parties shall have 180 days to reach a collective bargaining agreement. Notwithstanding the foregoing time periods, if no collective bargaining agreement is reached by December 15, then negotiations will be directed toward reaching a collective bargaining agreement for the next fiscal year.
- (b) The Library Executive Director and the Certified Employee Organization may jointly request the services of an outside mediator. The costs associated with any outside mediator shall be equally borne by the Library and the Certified Employee Organization.
- (c) Should the parties fail to reach an agreement within this time frame, any unresolved mandatory subjects of bargaining shall be submitted to the Mayor or the Mayor's designee for resolution. Nothing in this provision shall alter the process for adopting a collective bargaining agreement as provided for in Section 8.

11. PROCEDURAL RIGHTS

The Library shall have the right to promulgate rules and regulations governing activities by Employee Organizations or Certified Employee Organizations, including procedures for meeting with management, use of bulletin boards and other publicly owned facilities, and the solicitation of membership during business hours.

12. SEVERABILITY

- (a) Nothing herein shall be construed to alter the Library's rights and obligations under existing or future state laws, city regulations, and Library Board resolutions.
- (b) Should any court declare any provision of this Resolution void, invalid, illegal or unconstitutional, only the relevant part of the Resolution shall be deemed rescinded, repealed and of no effect.

13. UNFAIR LABOR PRACTICES.

- (a) The Library as well as its representatives and agents, shall be prohibited from:
 - (1) Restraining or coercing or interfering with any employee in the exercise of rights guaranteed under this Resolution;
 - (2) 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;
 - (3) Refusing to negotiate in good faith with an Employee Organization designated as the exclusive representative of employees in an appropriate unit; or
 - (4) Locking out employees.
- (b) Unions, as well as their representatives and agents, shall be 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 Library to discriminate against an employee in violation of such employee's rights under this Resolution or other applicable law;
 - (2) Restraining or coercing the Library 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 Library, if the organization has been designated the exclusive representative of a group of employees;
 - (4) Engaging in a strike, or encouraging, aiding or abetting any Library employee to engage in any strike, which are in addition to being prohibited, are declared to be illegal.
 - (5) 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.

Adopted by the Library Board of Directors
on December 16, 2024



Sariah Toronto, President



Noah Baskett, Library CEO

Main Library 210 E 400 S, SLC, UT 84111 801-524-8200
Anderson-Foothill Branch 1135 S 2100 E, SLC, UT 84108 801-594-8611
Chapman Branch 577 S 900 W, SLC, UT 84104 801-594-8623
Day-Riverside Branch 1575 W 1000 N, SLC, UT 84116 801-594-8632

Glendale Branch 1375 South Concord, SLC, UT 84104 801-594-8660
Marmalade Branch 280 W 500 N, SLC, UT 84103 801-594-8680
Sprague Branch 2131 S 1100 E, SLC, UT 84106 801-594-8640
Sweet Branch 455 F Street, SLC, UT 84103 801-594-8651

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