

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1 **APPROPRIATE BARGAINING UNIT.** A group of employees
2 designated by the Board for the purpose of collective bargaining.

3 **BOARD.** The City Labor-Management Relations Board.

4 **CERTIFICATION.** The designation by the Board of a labor
5 organization as the exclusive representative for all public employees in an
6 appropriate bargaining unit.

7 **CITY EMPLOYEE.** Any permanent, non-probationary employee of the
8 city, including employees whose work is funded in whole or in part by grants
9 or other third party sources, except officials elected by popular vote or
10 appointed to fill vacancies in elective offices; members of boards,
11 commissions, and heads of agencies appointed by the Mayor; heads of
12 agencies appointed by boards and commissions; supervisors; temporary or
13 seasonal employees; and individuals privy to confidential matters of the city
14 government affecting the employer-employee relationship, or any other
15 individuals defined under § 3-2-9(D).

16 **CITY GOVERNMENT.** The government of the city acting through and
17 for its agencies, departments, divisions and branches and bureaus.

18 **COLLECTIVE BARGAINING.** A procedure whereby representatives
19 of the city government and an employee organization meet, confer, consult,
20 and negotiate with one another in a good-faith effort to reach agreement or
21 otherwise resolve differences relating, or with respect, to wages, hours and
22 other terms and conditions of employment.

23 **CONFIDENTIAL EMPLOYEE.** An employee who devotes the majority
24 of their working time to assisting and acting in a confidential capacity with
25 respect to a person who formulates, determines, and effectuates management
26 policies.

27 **EMERGENCY.** A one-time crisis that was unforeseeable and
28 unavoidable.

29 **EMPLOYEE ORGANIZATION OR LABOR ORGANIZATION.** Any
30 organization or labor union one of whose purposes is to represent city
31 employees in collective bargaining, on matters pertaining to wages, hours,

1 terms and conditions of employment, but it does not include any organization
2 that:

3 (1) Advocates the overthrow of the constitutional form of
4 government in the United States by other than lawful means; or

5 (2) Discriminates with regard to the terms or conditions of
6 membership because of race, color, sex, creed, age, or national origin.

7 **EXCLUSIVE REPRESENTATIVE.** A labor organization that, as a
8 result of certification, has the right to represent all public employees in an
9 appropriate bargaining unit for the purposes of collective bargaining.

10 **IMPASSE.** The failure of the parties to agree with respect to any
11 issue or issues over which the parties have negotiated in good faith, and with
12 respect to which neither party is willing to make further concessions.

13 **LOCKOUT.** An act by the employer to prevent its employees from
14 going to work for the purpose of resisting demands of the employees'
15 exclusive representative or for the purpose of gaining a concession from the
16 exclusive representative.

17 **MANAGEMENT EMPLOYEE.** An employee who is engaged primarily
18 in executive and management functions and is charged with the responsibility
19 of developing, administering or effectuating management policies. An
20 employee shall not be deemed a management employee solely because the
21 employee participates in cooperative decision-making programs or whose
22 fiscal responsibilities are routine, incidental or clerical.

23 **MEDIATION.** Assistance by an impartial third party to resolve an
24 impasse between the City and an exclusive representative regarding
25 employment relations through interpretation, suggestion and advice.

26 **PROFESSIONAL EMPLOYEE.** Any city employee engaged in work
27 that:

28 (1) Is predominately intellectual and varied in character as
29 opposed to routine mental, manual, mechanical or physical work;

30 (2) Involves the consistent exercise of discretion and
31 judgment in its performance;

[Bracketed/Underscored Material] - New
[Braeketed/Strikethrough Material] - Deletion

1 (3) Is of such a character that the output produced or the
2 result accomplished cannot be standardized in relation to a given time period;

3 (4) Requires knowledge of an advanced type in a field of
4 science or learning customarily acquired by a prolonged course of a
5 specialized intellectual instruction and study in an institution of higher
6 learning or hospital, as distinguished from an apprenticeship or from training
7 in the performance of routine mental, manual, or physical processes.

8 **STRIKE.** A public employee’s refusal, in concerted action with other
9 public employees, to report for duty or the willful absence in whole or in part
10 from the full, faithful and proper performance of the duties of employment for
11 the purpose of inducing, influencing or coercing a change in the conditions,
12 compensation, rights, privileges or obligations of public employment.

13 **SUPERVISOR.** An employee who devotes a majority of work time to
14 supervisory duties, who customarily and regularly directs the work of two or
15 more other employees and who has the authority in the interest of the
16 employer to hire, promote or discipline other employees or to recommend
17 such actions effectively, but “supervisor” does not include an individual who
18 performs merely routine, incidental or clerical duties or who occasionally
19 assumes a supervisory or directory role or whose duties are substantially
20 similar to those of the individual’s subordinates and does not include a lead
21 employee or an employee who participates in peer review or occasional
22 employee evaluation programs.

23 **§ 3-2-4 RIGHTS OF CITY EMPLOYEES**

24 (A) City employees have the right to form, join and otherwise
25 participate in the activities of an employee organization of their own choosing
26 for the purpose of bargaining collectively with the city government, and for
27 other lawful reasons. City employees also have the right to refuse to join and
28 participate in the activities of employee organizations. An employee
29 organization which has been certified by the Mayor as the exclusive bargain
30 representative for an appropriate bargaining unit of the city employees may
31 bargain collectively with the city government concerning hours, salary, wages,
32 working conditions, and all terms and conditions of employment.

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1 (B) Nothing contained in this article shall be construed to limit,
2 impair, or affect the rights of any individual city employee to the expression or
3 communication of a view, grievance, complaint, or opinion on any matter
4 related to the conditions or compensation of city employment or their
5 betterment aside from the method described herein, so long as the same is
6 not designed to and does not interfere with the full, faithful and proper
7 performance of the duties of his or her employment.

8 (C) City employees have the right to engage in other concerted
9 activities for mutual aid and benefit.

10 (D) The rights enumerated herein shall not be construed as
11 modifying the prohibition on strikes contained in this article.

12 § 3-2-5 MANAGEMENT RIGHTS.

13 Subject to existing law, the Mayor and his administrative staff shall
14 have the following rights:

15 (A) To direct the work of its employees;

16 (B) To hire, promote, evaluate, transfer and assign employees;

17 (C) To demote, suspend, discharge or terminate employees for
18 just cause;

19 (D) To determine staffing requirements;

20 (E) To maintain the efficiency of the city government and ensure
21 the carrying out of normal management functions;

22 (F) To take actions as may be necessary to carry out the mission
23 of the city government in emergencies; and

24 (G) To manage and to exercise judgment on all matters not
25 specifically prohibited by this article or by a collective bargaining agreement
26 in effect between the city employer and an employee organization.

27 § 3-2-6 EXCLUSIVE REPRESENTATION.

28 (A) A labor organization that has been certified by the Labor-Management
29 Relations Board as representing the city employees in the appropriate
30 bargaining unit shall be the exclusive representative of all city employees in
31 the appropriate bargaining unit. The exclusive representative shall act for all
32 city employees in the appropriate bargaining unit and negotiate a collective

1 bargaining agreement covering all employees in the appropriate bargaining
2 unit. The exclusive representative shall represent the interests of all city
3 employees in the appropriate bargaining unit without discrimination or regard
4 to membership in the labor organization. A claim by a city employee that the
5 exclusive representative has violated this duty of fair representation shall be
6 forever barred if not brought within six months of the date on which the city
7 employee knew, or reasonably should have known of the violation.

8 (B) This section does not prevent a city employee, acting individually, from
9 presenting a grievance without the intervention of the exclusive
10 representative. At a hearing on a grievance brought by a city employee
11 individually, the exclusive representative shall be afforded the opportunity to
12 be present and make its views known. An adjustment made shall not be
13 inconsistent with or in violation of the collective bargaining agreement then in
14 effect between the City and the exclusive representative.

15 (C) The City shall provide an exclusive representative of an appropriate
16 bargaining unit reasonable access to employees within the bargaining unit,
17 including the following:

18 (1) For purposes of newly hired employees in the bargaining unit,
19 reasonable access includes:

20 (a) The right to meet with new employees, without loss of employee
21 compensation or leave benefits; and

22 (b) The right to meet with new employees within thirty days from the
23 date of hire for a period of at least thirty minutes, but not more than one
24 hundred and twenty minutes, during new employee orientation.

25 (2) For purposes of employees in the bargaining unit who are not new
26 employees, reasonable access includes:

27 (a) The right to meet with employees during the employees' regular
28 work hours at the employees' regular work location to investigate and discuss
29 grievances, workplace-related complaints and other matters relating to
30 employment relations; and

1 (b)The right to conduct meetings at the employees' regular work
2 location before or after the employees' regular work hours, during meal
3 periods and during any other break periods.

4 (D) The City shall permit an exclusive representative to use the City's
5 facilities or property, whether owned or leased by the City, for purposes of
6 conducting meetings with the represented employees in the bargaining unit.
7 An exclusive representative may hold the meetings described in this section
8 at a time and place set by the exclusive representative. The exclusive
9 representative shall have the right to conduct the meetings without undue
10 interference and may establish reasonable rules regarding appropriate
11 conduct for meeting attendees.

12 (E) The meetings described in this section shall not interfere with the City's
13 operations.

14 (F) If the City has the information in its records, the City will provide, in an
15 editable digital file format agreed to by the exclusive representative, the
16 following information for each employee in an appropriate bargaining unit:

- 17 (1) The employee's name and date of hire;
- 18 (2) The employee's cellular, home, and work telephone numbers;
- 19 (3) The employee's work and personal electronic mail addresses;
- 20 (4) Home address or personal mailing address; and
- 21 (5) Employment information, including the employee's job title, salary, and
22 work site location.

23 (G) The City shall provide the information described in subsection F of this
24 section to the exclusive representative within ten days from the date of hire for
25 newly hired employees in an appropriate bargaining unit, and every one
26 hundred and twenty days for employees in the bargaining unit who are not
27 newly hired employees. The information shall be kept confidential by the
28 labor organization and its employees or officers.

29 (H) An exclusive representative shall have the right to use the City's
30 electronic mail system to communicate with the employees in the bargaining
31 unit regarding:

1 (1) **Collective bargaining, including the administration of collective**
2 **bargaining agreement;**

3 (2) **The investigation of grievances or other disputes relating to**
4 **employment relations; and**

5 (3) **Matters involving the governance or business of the labor**
6 **organization.**

7 **§ 3-2-7 DETERMINATION OF REPRESENTATION.**

8 **(A) Any employee organization may file a written request with the**
9 **Board asserting that a majority of the members of a bargaining unit of the city**
10 **desires to be represented by it for the purpose of collective bargaining and**
11 **asking to be recognized as the exclusive bargaining representative. The**
12 **request shall include a demonstration of support of at least 30% of the**
13 **employees in the bargaining unit by means of a dated membership list or**
14 **signed and dated membership cards of those employees desiring**
15 **representation. Notice of the request shall be posted on the next working day**
16 **following the filing of the request, by the City Human Resources Department in**
17 **a place conspicuous to the city employees in the bargaining unit.**

18 **(B) Other employee organizations may file with the Board a written**
19 **claim, within ten days after the posting of the notice of the request as**
20 **specified in division (A) above, showing a demonstration of support of at least**
21 **30% of the employees in the bargaining unit by means of a dated membership**
22 **list or signed and dated membership cards of those employees desiring**
23 **representation. Notice of this claim shall also be posted on the next working**
24 **day following the filing of the claim, by the City Human Resources Department**
25 **in a place conspicuous to the city employees in the bargaining unit.**

26 **(C) If an employee organization wishes to solicit membership**
27 **cards from city employees who are not in an existing bargaining unit, upon**
28 **request, the Mayor shall provide a list of the requested employees to the**
29 **employee organization. If the Board finds that the employee organization**
30 **subsequently presents a valid demonstration of support from fifty percent of**
31 **the employees, plus one additional employee, in the proposed unit, and that**
32 **no other employee organization has filed a written claim under subsection (B)**

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1 of this section, the Board shall certify the employee organization as the
2 exclusive representative of the bargaining unit.

3 (D) If the Board does not certify the organization as the exclusive
4 representative under subsection (C) of this section, the Board shall take one
5 of the following actions:

6 (1) Review the employee organization's showing of interest
7 and resolve any disputes over whether the employee organization has
8 presented a valid demonstration of support from 50% of the employees, plus
9 one additional employee, in an appropriately constituted bargaining unit. If
10 the Board finds the employee organization's demonstration of support does
11 not exceed 50% of the employees in an appropriate bargaining unit, the
12 employee organization shall have five additional working days to submit
13 supplemental demonstration of support. If the Board determines that a
14 majority of city employees in an appropriately constituted bargaining unit
15 support representation by the employee organization for the purpose of
16 collective bargaining as provided for in this article, the Board shall certify that
17 employee organization as the exclusive representative for the bargaining unit;
18 or

19 (2) If the employee organization has demonstrated support
20 from at least 30% of the employees in the bargaining unit, but less than a
21 majority of the employees in the bargaining unit, the Board shall call and hold
22 a representation election within 45 days from the date of the posting of the
23 notice to determine whether an employee organization shall be the exclusive
24 representative for the unit.

25 (3) Neither an election nor certification by a showing of
26 interest shall occur if:

27 (a) There is currently in effect a lawful written
28 agreement between the City and an exclusive bargaining representative for the
29 bargaining unit involved; or

30 (b) Within the preceding 12 months there has been
31 held a representation election or a decertification election for the bargaining
32 unit; or

1 (c) In the opinion of the Board after holding such
2 hearing as may be appropriate, the bargaining unit described in the request
3 for representation is not an appropriate unit in accordance with this article, or
4 that such appropriateness has not yet been determined by the Board. If the
5 Board subsequently determines that the requested bargaining unit is
6 appropriate, the Board shall then certify the employee organization's showing
7 of support or call and hold a representation election as provided above.

8 (4) In the event an employee organization fails to be
9 certified as the exclusive bargaining representative after a showing of interest
10 and/or election, employees in that bargaining unit may be included in an
11 alternate bargaining unit for the purposes of a new organizational effort by
12 that employee organization. Each such alternate unit shall be in itself an
13 appropriate bargaining unit.

14 (E) The Board shall call and hold all elections within the time
15 limits established by this article. The ballot shall contain the name of any labor
16 organization submitting a petition containing signatures of at least thirty
17 percent of the city employees in the appropriate bargaining unit. The ballot
18 shall also contain a provision allowing city employees to indicate whether they
19 do not desire to be represented by a labor organization. An election shall only
20 be valid if forty percent of the eligible employees in the bargaining unit vote in
21 the election.

22 (F) Election disputes shall be resolved by the Board.

23 (1) In the event of an election involving more than one
24 employee organization, wherein no choice on the ballot receives the vote of a
25 majority of the city employees voting, then and in such event a runoff election
26 shall be held within 30 days with a choice consisting of the two choices
27 receiving the largest number of votes cast. The determination of
28 representative status in such runoff election shall be governed by the
29 provisions set forth in division (D) above.

30 (G) The exclusive bargaining representative shall represent all
31 employees covered by the terms of the collective bargaining agreement.

1 (H) The decertification of any employee organization which has
2 been recognized as the exclusive bargaining representative of employees in
3 an appropriate bargaining unit may be affected by the filing of a written
4 request for decertification supported by a showing that 30% of the employees
5 in the bargaining unit seek to have a decertification election. If the showing of
6 interest in support of such a petition is sufficient, the Board shall call and hold
7 a decertification election within 45 days from the date of the receipt of the
8 request. If a majority of the city employees in the bargaining unit vote in favor
9 of decertification of an employee organization, the Board shall decertify that
10 employee organization as the exclusive bargaining representative for the
11 bargaining unit.

12 (I) No decertification election shall be held if within the preceding
13 12 months the Board has held a representation election or a decertification
14 election for the bargaining unit.

15 (J) No petition for representation or decertification shall be
16 entertained by the Board unless such petition and the requisite showing of
17 support therefor shall have been filed with the Board during the 30-day period
18 between the 120th day and the 90th day immediately preceding the expiration
19 date of the contract.

20 (K) The existence of an exclusive bargaining representative shall
21 not prevent city employees in or out of the bargaining unit from taking their
22 grievances to their supervisor or the City Human Resources Department. Any
23 action by the city government in connection with grievance handling shall not
24 be inconsistent with this article or the terms and conditions of employment
25 established by an exclusive bargaining representative and the city for the
26 bargaining unit involved.

27 § 3-2-8 DUTY TO BARGAIN.

28 The city government and any employee organization recognized as
29 the exclusive representative for a unit, through their designated agents, shall
30 bargain concerning hours, salary, wages, working conditions and other terms
31 and conditions of employment not in violation of law or local ordinance and
32 not in conflict with the provisions of §§ 3-1-1 et seq., the Merit System

1 establishing classified and unclassified service, and methods of initial
2 employment, provided, however, that the provisions of a collective bargaining
3 agreement which has been ratified and approved by the Mayor shall, where in
4 conflict with any other provision of §§ 3-1-1 et seq. govern. This duty includes
5 an obligation to confer in good faith with respect to terms and conditions of
6 employment.

7 § 3-2-9 DETERMINATION OF BARGAINING UNITS.

8 (A) The appropriateness of the bargaining unit will be investigated
9 and determined by the Board.

10 (B) Appropriate bargaining units shall be established on the basis
11 of occupational groups or a clear and identifiable community of interest in
12 employment terms, employment conditions, and related personnel matters
13 among the employees involved. Occupational groups shall generally be
14 identified as blue collar, secretarial clerical, technical, paraprofessional,
15 professional, corrections, firefighters, and police officers. Department, craft,
16 or trade designations other than as specified above shall not determine
17 bargaining units. The parties, by mutual agreement and approval of the Board,
18 may further consolidate occupational groups.

19 (C) The essential factors in determining appropriate bargaining
20 units shall include the principles of efficient administration of government, the
21 history of collective bargaining, and the assurance to employees of their
22 rights guaranteed by the Ordinance.

23 (D) A bargaining unit shall not include both professional and non-
24 professional city employees nor shall it include supervisors, or confidential
25 employees.

26 § 3-2-10 PROHIBITED PRACTICES.

27 (A) The city government is prohibited from:

28 (1) Discriminating against an employee in regard to the
29 terms and conditions of employment because of the employee's membership
30 in a labor organization.

31 (2) Interfering with, restraining or coercing city employees
32 in the exercise of their rights under this article or use public funds to influence

1 the decision of its employees regarding whether to support or oppose a labor
2 organization that represents or seeks to represent those employees, or
3 whether to become a member of any labor organization; provided however,
4 that this subsection does not apply to activities performed or expenses
5 incurred:

6 (a) addressing a grievance or negotiating or
7 administering a collective bargaining agreement;

8 (b) allowing a labor organization or its representatives
9 access to the City's facilities or properties;

10 (c) performing an activity required by federal or state
11 law or by a collective bargaining agreement;

12 (d) negotiating, entering into or carrying out an
13 agreement with a labor organization;

14 (e) paying wages to a represented employee while the
15 employee is performing duties if the payment is permitted under a collective
16 bargaining agreement; or

17 (f) representing the City in a proceeding before the
18 board or a local board or in a judicial review of that proceeding;

19 (3) Interfering with or dominating the formation or
20 administration of any employee organization, interfering with the selection of
21 an agent or representative for bargaining or adjustment of grievances;

22 (4) Discrimination in regard to hiring or conditions of
23 employment for the purpose of encouraging or discouraging membership in
24 any employee organization;

25 (5) Refusing to negotiate in good faith with a certified
26 exclusive bargaining representative of an employee organization;

27 (6) Discharging or discriminating against a city employee
28 because he has signed or filed an affidavit, petition, grievance, complaint, or
29 charges or given testimony under the provisions of this article or because a
30 city employee is forming, joining, or choosing to be represented by a labor
31 organization;

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1 (7) Violating a written agreement in force which was
2 negotiated under the provisions of this article;

3 (8) Causing, instigating, or engaging in an employee
4 lockout;

5 (9) Refusing or failing to comply with a provision of this
6 article or the Board's Rules.

7 (B) An employee organization, a group of city employees, or a city
8 employee individually is prohibited from:

9 (1) Interfering with, restraining, or coercing employees in
10 the exercise of their designated duties or their rights under this article;

11 (2) Restraining, coercing, or interfering with the City in the
12 selection of its agent for bargaining or for adjustment of grievances;

13 (3) Causing or attempting to cause a city supervisor to
14 discriminate against a city employee because of membership or lack of
15 membership in an employee organization;

16 (4) Refusing to negotiate and/or conduct business in good
17 faith with the designated representative of the city government;

18 (5) Violating the provisions of any written agreement in
19 force;

20 (6) Picketing the homes or private businesses of officials,
21 administrative officers, or representatives of city government;

22 (7) Engaging in, inducing, or encouraging any city
23 employee or group of employees to engage in a strike, a work stoppage, or
24 work slowdown;

25 (8) Discriminating against a city employee with regard to
26 labor organization membership, race, color, religion, creed, age, sex, or
27 national origin;

28 (9) Refusing or failing to comply with a provision of this
29 article or the Board's Rules.

30 (C) It shall be a prohibited practice for any elected or appointed
31 official of the city government or for any employee organization, group of city
32 employees or individual city employee to attempt to influence negotiations or

1 to interfere with the normal progress of negotiations between the duly
2 authorized negotiating teams of the city government and of the employee
3 organization.

4 (D) Any controversy concerning prohibited practices will be
5 submitted to the Board within the time period required by the Board's Rules.
6 Proceedings against the party alleged to have committed a prohibited practice
7 shall be commenced by service upon the accused party and the Board of a
8 written notice together with a copy of the charges. The accused party shall
9 have ten work days within which to serve on the opposing party and the Board
10 a written answer to such charges.

11 § 3-2-11 HEARINGS AND DECISIONS.

12 (A) The Board shall promulgate rules of procedure for the conduct
13 of the hearings and proceedings required by this article. The hearings shall
14 be conducted in an orderly and informal manner without adherence to the
15 technical rules of evidence. The Board's hearings and decisions shall be on
16 the record. The Board shall have the authority to administer oaths, subpoena
17 witnesses and compel the production of documents as it deems necessary to
18 the conduct of its proceeding and its subpoenas shall be enforceable in the
19 District Court.

20 (B) An aggrieved party may appeal the decision of the Board by
21 following the Rules of Civil Procedure for the District Courts. The decision of
22 the Board shall be affirmed unless the decision is found to be: arbitrary,
23 capricious or an abuse of discretion; unsupported by evidence in the record
24 taken as a whole; or, otherwise not in accordance with law.

25 § 3-2-12 PENALTIES AND SANCTIONS.

26 (A) If the Board determines that a strike, as defined by this article,
27 has occurred, the Board may terminate the collective bargaining agreement,
28 order decertification of the employee organization, and inform the employee
29 organization that it no longer represents employees in the bargaining unit
30 involved. The Board shall also notify the employees in the subject bargaining
31 unit of such action and advise them that they will not be privileged to bargain
32 with the city government through a collective bargaining agent for at least 12

1 months. In such a case, the employee organization that represented the
2 employees who went on strike shall be prohibited from participating in a
3 representation election for city employees for a minimum of 12 months.
4 If the Board determines that a party has committed a violation of § 3-2-10, the
5 appropriate District Court may, if requested:

- 6 (1) Issue an order restraining and enjoining such violation.
- 7 (2) In the case of a strike as defined by this article, the
8 District Court may impose on the employee organization a fine which will be
9 set in accordance with the damages and/or loss of revenue involved.

10 § 3-2-13 COLLECTIVE BARGAINING AGREEMENTS.

11 (A) All agreements reached between the city and an exclusive
12 bargaining representative as a result of collective bargaining will be reduced
13 to writing in the form of a contract between the parties.

14 (B) The cost of writing and reproducing copies of such
15 agreements shall be shared according to the number of copies desired by
16 each party to negotiations.

17 § 3-2-14 NEGOTIATING PROCEDURES.

18 (A) Tentative Agreement.

19 (1) Tentative agreements reached during negotiations will
20 be reduced to writing, dated, and initialed by each team spokesman.

21 (2) Such tentative agreement is conditional and may be
22 withdrawn should later discussion change either team's understanding of the
23 section as it relates to another part of the agreement.

24 (B) Ratification. Complete agreement on any matter in
25 negotiations will be reached when the employee organization membership and
26 the Mayor have ratified the agreement.

27 § 3-2-15 IMPASSE PROCEDURES.

28 (A) If negotiations between the parties reach impasse, the following
29 procedures shall be followed unless the parties have agreed in writing to an
30 alternate procedure:

1 (1) Either party may request from the board that a mediator with the
2 federal and mediation and conciliation service be assigned to the
3 negotiations, unless the parties can agree on a mediator; and

4 (2) If the impasse continues after a thirty-day mediation period, either
5 party may request a list of seven arbitrators from the federal mediation and
6 conciliation service. One arbitrator shall be chosen by the parties by
7 alternately striking names from such list. Who strikes first shall be
8 determined by coin toss. The arbitrator shall render a final, binding, written
9 decision resolving unresolved issues pursuant to Subsection H of Section 10-
10 7E-17 NMSA 1978 and the Uniform Arbitration Act no later than thirty days
11 after the arbitrator has been notified of selection by the parties. The
12 arbitrator's decision shall be limited to a selection of one of the two parties'
13 complete, last, best offer. The costs of an arbitrator and the arbitrator's
14 related costs conducted pursuant to this subsection shall be shared equally
15 by the parties. Each party shall be responsible for bearing the cost of
16 presenting its case. The decision shall be subject to judicial review pursuant
17 to the standard set forth in the Uniform Arbitration Act.

18 (B) In the event that an impasse continues after the expiration of a
19 contract, the existing contract will continue in full force and effect until it is
20 replaced by a subsequent written agreement. However, this shall not require
21 the public employer to increase any employees' levels, steps or grades of
22 compensation contained in the existing contract.

23 § 3-2-16 CITY LABOR-MANAGEMENT RELATIONS BOARD.

24 There shall be formed, to assist in the implementation and
25 administration of the article, a city Labor-Management Relations Board of
26 three members. In view of the legal work involved in the interpretation of this
27 article, Board members shall normally be members of the legal profession or
28 individuals who possess expertise in the field of employee relations or both.
29 Board members shall serve for a period of two years commencing October 1.
30 The Board shall be selected as follows:

31 (A) Each exclusive representative shall appoint one person to a
32 committee that will be charged with selecting one person to the Board. This

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1 committee will meet once every two years in September and select the
2 employees' member of the Board for the following years.

3 (B) The Mayor of the city shall during the same month appoint the
4 second member of the Board.

5 (C) The third member and chairperson of the Board shall be
6 appointed mutually by the members appointed by the Mayor and the employee
7 organizations by September 15.

8 (D) In case the Board must meet in accordance with this article
9 during the absence of a member of the Board, upon request of the Board, the
10 President of the City Council may appoint an interim Board member from the
11 public at large with due regard to the representative character of the Board. In
12 the event a Board member cannot complete the two year term, a new member
13 shall be selected for the remainder of the term in accord with the selection
14 process of this article.

15 (E) The members of the Board shall be compensated at the rate
16 determined by the City Clerk's Office, not to exceed \$300 per day, each for
17 each day of hearing or meeting.

18 § 3-2-17 APPLICABILITY.

19 This article shall preempt all contrary local ordinances, or executive
20 orders except those provisions of §§ 3-1-1 et seq., Merit System; Personnel
21 Regulations, establishing:

- 22 (A) Classified and unclassified service;
- 23 (B) Methods of initial employment; and
- 24 (C) Grievance and appeal procedures for classified employees.

25 Classified employees may utilize the Grievance and appeal procedures as set
26 forth by §§ 3-1-1 et seq. provided a collective bargaining agreement does not
27 explicitly conflict with such use.

28 § 3-2-18 GUIDELINES COMMITTEE.

29 (A) To facilitate communication and coordination between the
30 Mayor and the City Council concerning collective bargaining strategy, there is
31 created a Guidelines Committee composed of three City Councilors appointed
32 by the Council President and three members of the Mayor's staff, one of whom

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1 shall be the Chief Administrative Officer. The Guidelines Committee shall, in
2 accordance with the New Mexico Open Meetings Act, promulgate rules to
3 effectuate the purposes of this section.

4 (B) The Guidelines Committee shall meet in closed session with
5 appropriate staff in accordance with the New Mexico Open Meetings Act as
6 necessary to discuss bargaining strategy preliminary to collective bargaining
7 negotiations between the city and employee organizations.

8 (C) At the time negotiations are opened, the Guidelines Committee
9 shall entertain a presentation from the employee organization involved in the
10 subject collective bargaining negotiations summarizing its positions and
11 proposals in the upcoming negotiations so the Guidelines Committee may be
12 fully informed. The Guidelines Committee shall not otherwise meet to hear or
13 entertain presentations by employee organizations of collective bargaining
14 proposals, counter proposals, grievances or any other issue related to
15 employee/labor relations except that the Mayor may ask the Guidelines
16 Committee to convene upon the Board entering a finding that a strike has
17 occurred.

18 § 3-2-19 CONSISTENCY WITH CITY BUDGET ORDINANCE.

19 Any contract between the city and an employee organization, which
20 contains provisions that result in expenditures greater than the amount,
21 appropriated for wages and benefits in an adopted city budget for the initial
22 fiscal year of the contract or which contains a multi-year commitment shall
23 require the review and approval by the City Council. In order for any contract
24 to be approved by the City Council, the City Council must approve the
25 economic components of the contract through an executive communication
26 and adopt a resolution providing an appropriation or deappropriation or both
27 to cover the cost of the contract, such an appropriation must occur for each
28 fiscal year covered by the contract. If an appropriation cannot be made during
29 any particular year of a multi-year contract due to an economic downturn, the
30 City and the effected bargaining unit must reopen bargaining for that fiscal
31 year.”

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1 **SECTION 2. SEVERABILITY CLAUSE.** If any section, paragraph, sentence,
2 clause, word or phrase of this ordinance is for any reason held to be invalid or
3 unenforceable by any court of competent jurisdiction, such decision shall not
4 affect the validity of the remaining provisions of this ordinance. The Council
5 hereby declares that it would have passed this ordinance and each section,
6 paragraph, sentence, clause, word or phrase thereof irrespective of any
7 provision being declared unconstitutional or otherwise invalid.


8 **SECTION 3. COMPILATION.** Section 1 of this ordinance shall amend, be
9 incorporated in and compiled as part of the Revised Ordinances of
10 Albuquerque, New Mexico, 1994.

11 **SECTION 4. EFFECTIVE DATE.** This ordinance shall take effect five (5)
12 days after publication by title and general summary.

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

1 PASSED AND ADOPTED THIS 25th DAY OF June, 2021
2 BY A VOTE OF: 8 FOR 0 AGAINST.

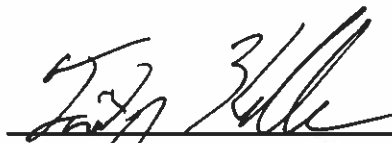
3
4
5 Excused: Gibson

6
7 
8 Cynthia D. Borrego, President

9 City Council

10
11
12
13 APPROVED THIS 29 DAY OF June, 2021

14
15
16
17
18 Bill No. O-21-70

19
20
21 
22

23 Timothy M. Keller, Mayor
24 City of Albuquerque

25
26
27 ATTEST:

28 
29

30 Ethan Watson, City Clerk
31
32