



CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

05/10/2005

Item No. 14

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

SUBJECT: **MEET AND CONFER ORDINANCE**

### *Purpose*

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This is a request for the City Council to adopt an ordinance establishing a process by which recognized Employee Organizations can meet and confer with the City Manager on behalf of an employee group regarding issues such as wages, hours, non-healthcare related benefits and working conditions. To fully implement the Meet and Confer Ordinance, staff is requesting Council also approve the transfer of \$100,000 in Fiscal Year (FY) 2005-06 General Fund contingency appropriation authority and funds for staff training, legal and consulting services.

### *Council Policies Or Goals Addressed*

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The Meet and Confer Ordinance provides a structured mechanism for city employees to have an organized voice in the budgeting process resulting in significant benefits for recruitment, morale and retention of a critical portion of the city's workforce. The city's budget is the guide for addressing and implementing Council goals so the meet and confer process has the potential to link direct service delivery employees with the Council's vision for Glendale. The city's Organizational Cooperative Process (OCP), a precursor to certification of an employee group and the meet and confer process, requires employees to work jointly with management to address and implement Council goals. This joint effort assures the employee group has a strong understanding of overall organizational issues and the interdepartmental synergy that is imperative for the delivery of effective service to the public. The OCP also requires employee organizations to demonstrate a track record of community involvement that helps meet the Council's goal of strengthening community relationships and partnerships.

### *Background*

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Over the last two years, representatives from the Fire and Police Departments have been involved in developing a process by which employee groups from these public safety areas could be recognized for the purpose of meeting and conferring with the City Manager regarding such issues as wages, hours, non-healthcare related benefits and working conditions.

The OCP is the basis for the recommended Meet and Confer Ordinance. The OCP enables departmental issues to be addressed in an organized and channeled process that asks employees

to be part of the solution while learning about the challenges faced by management. Labor and management have worked together to craft solutions and timeframes that are marketed together as joint proposals related to such issues as training, equipment and service enhancements. The experience that employee representatives have received dealing with management on operational issues through the OCP, has helped give them the skills to responsibly represent their employee groups through a meet and confer process that is fair and open to the conditions and pressures that management faces.

The City Manager worked with the City Attorney and outside counsel with expertise in the area of labor relations to ensure the proposed ordinance would address all pertinent areas related to employee relations and service delivery to the public. The ordinance details how an employee organization can be certified and the time frames and flexibility associated with the meet and confer process. Employee Organization business shall be conducted during non-duty hours and shall not interfere with work. Solicitation of membership and employee organizational activities shall take place in non-working areas.

### *Previous Council/Staff Actions*

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The proposed Meet and Confer Ordinance was presented at the May 3, 2005 Council workshop and direction was provided to bring the matter forward for formal approval.

### *Community Benefit*

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Effective and consistent communication between employees and management results in service delivery enhancements, innovations and often times, cost-saving measures to address community needs. The Meet and Confer Ordinance establishes an ongoing and consistent framework for structured communication relative to the budget process, resulting in stability for the organization, elected officials and the community when changes in personnel occur. An example of how the OCP worked effectively to address an important public safety need was involving fire department employees in the restructuring of why, how and when new fire stations should be built and where they should be located to meet benchmarked response times. In July of this year, a new fire station will open on Bell Road and plans are proceeding to relocate one of Glendale's oldest stations in the downtown area to property where engine companies can be deployed more effectively to meet community needs. With the relocation plans, the Fire Department was able to consolidate two stations into one, resulting in cost-savings to the public.

### *Budget Impacts & Costs*

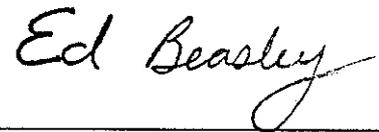
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In coordination with adoption of the Meet and Confer Ordinance, staff is requesting Council approve the transfer of \$100,000 in General Fund contingency appropriation authority and funds for FY05-06 from General Fund Contingency, Account No. 01-2450-7000, to the Human Resources Department's Employee Relations division, Account No. 01-1920-7330.

## *Recommendation*

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Waive reading beyond the title and adopt an ordinance establishing a meet and confer process and approve the transfer of \$100,000 in FY05-06 General Fund contingency appropriation authority and funds for staff training, legal and consulting services.



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Ed Beasley  
City Manager

ORDINANCE NO. \_\_\_\_\_ NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE, CHAPTER 2, ARTICLE III BY CREATING A NEW DIVISION 3 RELATING TO A MEET AND CONFER PROCESS FOR CERTAIN CITY EMPLOYEES.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That Glendale City Code, Chapter 2, Article III is hereby amended by adding a new Division 3 to read as follows:

DIVISION 3. MEET AND CONFER PROCESS

Sec. 2-76. Purpose.

The purpose of this division is to establish a process by which recognized Employee Organizations can meet and confer with the City Manager on behalf of an Employee Group regarding issues such as wages, hours, non-healthcare related benefits and working conditions.

Sec. 2-77. Conflicts.

(a) In the event of a conflict between (i) the City of Glendale's Human Resources policies and procedures and/or the City Manager's directives and (ii) any memorandum of understanding that results from this meet and confer process, the City of Glendale's Human Resources policies and procedures and the City Manager's directives will govern; except that any existing provision of a memorandum of understanding will continue to be applicable if the policies and procedures or directives are promulgated after the effective date of a memorandum of understanding.

(b) In the event of a conflict between (i) a City of Glendale Employee Involvement Initiative Meet and Confer Process (as defined below and which shall be promulgated and from time to time modified by the City Manager), and (ii) this division, the provisions of this division will prevail.

(c) In the event of a conflict between (i) other City of Glendale code provisions and (ii) this division, the provisions of this division will prevail.

Sec. 2-78. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. All other words shall have the meaning ascribed to them by Sec. 1-4 of this code.

*Budget Year:* Budget year shall mean the period for which the council appropriates city funds during its budget process.

*Certification:* Certification is the designation by the City Manager of an Employee Organization as the exclusive representative of an Employee Group for the purpose of meeting and conferring with the City Manager about the subjects specified in this division.

*Decertification:* Decertification is the removal by the City Manager of an Employee Organization as the exclusive representative of an Employee Group.

*Employee Involvement Initiative Meet and Confer Process:* The Employee Involvement Initiative Meet and Confer Process is an initiative of the City Manager that establishes the Organizational Cooperative Process and which may be modified by the City Manager from time to time as determined to be in the best interests of the city.

*Employee Group:* An Employee Group is a defined set of employees who (1) are regularly assigned to one department or division of the city, and (2) to the extent they are represented, are represented by members who have been recognized by the City Manager to have fulfilled Organizational Cooperative Process, and (3) are specifically designated by this division as an Employee Group.

*Employee Organization:* An Employee Organization is an organization in which city employees within an Employee Group participate and which exists for the purpose, in whole or in part, of meeting and conferring with the City Manager about the subjects specified in this division.

*Organizational Cooperative Process:* Organizational Cooperative Process is a process by which departmental issues are addressed in an organized and channeled manner that calls upon employees and management to jointly reach solutions to departmental issues. The Organizational Cooperative Process shall be further defined in the Employee Involvement Initiative Meet and Confer Process.

Sec. 2-79. Employee Groups.

(a) The meet and confer process outlined in this division shall be limited to a total of two Employee Groups. They shall include:

- (1) Regular, nonprobationary city firefighters, in all classifications up to and including the rank of Captain.

- (2) Regular, nonprobationary city police officers, in all classifications up to and including the rank of Sergeant.

(b) The following personnel are ineligible for representation under the meet and confer process:

- (1) Regular, nonprobationary city firefighters above the rank of Captain.
- (2) Regular, nonprobationary city police officers above the rank of Sergeant.
- (3) Probationary or temporary city firefighters and police officers.
- (4) All other city employees.

Sec. 2-80. Representation Process.

(a) Certification an Employee Group shall be determined by the following process:

- (1) An Employee Organization seeking authorized recognition as the exclusive representative of an Employee Group shall file with the City Manager:
  - a. The name and address of the Employee Organization;
  - b. A copy of its charter, constitution and by-laws, if such documents exist;
  - c. The names, titles, addresses and telephone numbers of all of its duly elected officers;
  - d. In the event not so designated in the charter, constitution, or by-laws of the Employee Organization, the name, title, address and telephone number of one duly elected officer who shall have full authority to legally bind the Employee Organization to any agreement, memorandum of understanding, contract, or other such document; and
  - e. Cards signed by at least 50% plus one of the Employee Group that is requesting a representation election.
- (2) The City Manager will verify that the signatures on cards submitted by the Employee Organization are those of employees in the Employee Group. If the City Manager determines that at least 50% plus one of the employees in an Employee Group have requested a certification election, a secret ballot certification election will be held in accordance with the provisions of this division.
- (3) If at least 70% of the employees in the Employee Group who vote in the certification election vote in favor of representation by the Employee Organization, then the City Manager will designate the Employee

Organization as the official and exclusive Employee Organization for purposes of the meet and confer process.

(b) Members of the Employee Group who will act as official representatives during the Meet and Confer process must have served actively for a minimum of one year on behalf of the City department in which the Employee Group exists, on a committee or on committees designated by the City Manager as part of the Organizational Cooperative Process. The minimum of one year of service must have been completed by the time the cards requesting an election are submitted to the City Manager.

Sec. 2-81. Decertification Process.

Once an Employee Group selects an Employee Organization to serve as its exclusive and official Employee Organization for purposes of meeting and conferring, decertification of that Employee Group may be accomplished by a secret ballot decertification election that will be held if the City Manager receives cards signed by at least 30% of the employees in the Employee Group requesting a decertification election. If at least 50% of the employees who vote in the decertification election vote in favor of decertification, the City Manager will decertify the Employee Organization and it shall no longer be the official and exclusive Employee Organization for purposes of meeting and conferring.

Sec. 2-82. Certification and Decertification Elections Procedures.

(a) Elections will be conducted by secret ballot.

(b) Certification elections will only be held between July 15 and September 1 and the City Manager must receive the cards in support of an election by July 1. The cards must be signed and dated not more than 90 days before they are submitted to the City Manager. No more than one certification election may be held within any Employee Group during any twelve-month period. Notwithstanding the above, certification elections may be held at any other time upon mutual agreement of the City Manager and the Employee Organization.

(c) Decertification elections may be held at any time upon receipt by the City Manager of sufficient cards calling for a decertification election, as provided above.

(d) The City Manager will oversee the conduct of elections. The procedures for the elections and matters related to the elections will be specified by the City Manager.

Sec. 2-83. Rights of Employees and Employee Organizations.

(a) Employees have the right to participate on behalf of, or engage in activities on behalf of, an Employee Organization and have the right to refrain from such activity. Employees will be free from any interference, restraint, or coercion by any employee, supervisor, or manager for or against Employee Organizations. Violations will necessitate disciplinary action.

(b) There can be only one official and exclusive Employee Organization for each Employee Group for purposes of meeting and conferring. Nothing in this division will prohibit any employee not within an Employee Group represented by a designated Employee

Organization from exercising any rights the employee may have to meet with the City Manager or other city official consistent with personnel rules and regulations or any City Manager directive.

(c) Meeting and conferring will be conducted through the defined process with the City Manager. Violation of this process may result in Decertification by the City Manager.

(d) Designated Employee Organizations will have the right to biweekly dues deductions, if properly authorized by the members of the organization.

(e) Dues deductions for a designated Employee Organization from the paycheck of any participating employee must be authorized by each individual employee on the appropriate form provided by the Human Resources Division.

Sec. 2-84. Scope of Meet and Confer.

(a) The meet and confer process may encompass certain wages, hours, benefits (excluding healthcare benefits), and working conditions which may include: salary or wage rates or other forms of direct monetary compensation and direct cost subjects; paid time off and procedures therefor; leaves of absence; non-healthcare related benefits; compensation studies; professional employment growth incentives; total hours of work required of an employee on each workday or workweek, including overtime, compensatory time, rest and meal periods and call-in/call-back; health and safety; training; retirement incentives; distribution of information; meet and confer procedures; procedure for employee grievances; rights of the Employee Organization and the city; and items mutually agreed upon by an Employee Organization and the City Manager.

(b) The following are examples of items that will not be included in the meet and confer process: healthcare related benefits; discipline of employees; hiring; discharging; promotions; demotions; transfers; and suspensions. Thus, any aspect of the hiring, promotion or transfer of employees, the types of discipline, or the grounds for demotion, discharge, suspension or discipline will not be part of the meet and confer process.

(c) City will maintain the right of determination as to the purpose of each of its departments, agencies, boards and commissions, and set standards of service to be offered to the public and shall exercise complete control and discretion over its organization and operations. For example,

- (1) The city will direct its employees, take disciplinary action, relieve its employees from duty because of lack of work or for other legitimate reasons, determine whether goods and services shall be produced or provided by city employees, purchased or contracted for, and determine the methods, means, and personnel by which the city's operations are to be conducted.
- (2) The city has the right to take all necessary actions to maintain uninterrupted service to the community.

- (3) The City Manager may consult with the city's employees, or their authorized representatives, about the direct consequences that decisions on these matters may have on wages, hours, and working conditions.
- (4) The enumeration of the above rights is illustrative only and is not to be construed as being all-inclusive.

Sec. 2-85. Meet and Confer Process.

(a) The Employee Organization may submit proposals regarding those items within the scope of the meet and confer process (as defined by this division) that affect the Employee Group it represents to the City Manager. All proposals submitted to the City Manager by the Employee Organization must be in writing and shall specifically delineate the issues that will be discussed in the meet and confer process. Proposals shall be submitted no later than September 15th for the following Budget Year.

(b) Upon receiving a proposal from an Employee Organization, the City Manager will submit a written response to the Employee Organization, generally within thirty days.

(c) Generally within ten days from the receipt of the City Manager's response, representatives of the Employee Organization and the City Manager will begin "meeting and conferring" in a private session at mutually agreed upon times and places within the city, for the purpose of entering into a written memorandum of understanding relating to proposals. Only those issues identified in the Employee Organization's initial proposal and those raised in the City Manager's response shall be discussed during the meet and confer process, unless otherwise mutually agreed. Meeting ground rules shall be mutually agreed upon and will be adhered to while meeting and conferring.

(d) Unless otherwise provided in this division, during the meet and confer process, all proposals submitted by the Employee Organization and all counter-proposals submitted by the City Manager will remain confidential except that they will be available to the City Manager, the Employee Organization representatives, the employees within the Employee Group, and others designated by the City Manager.

(e) Upon agreement by the City Manager and Employee Group as to the issues addressed in the meet and confer process, the City Manager will cause to be prepared a memorandum of understanding, which shall be signed by the City Manager and the designated representative of the Employee Group. This memorandum will be presented to mayor and council for their consideration during the budget process for the following Budget Year.

(f) If agreement has not been reached by December 15th, either party may request a neutral mediator. If the other party consents to the involvement of a mediator, arrangements will be made to involve a mediator from the Federal Mediation and Conciliation Service or a non-employee of the city that is mutually agreed upon by the City Manager and the representative of the designated Employee Organization. All costs associated with the neutral mediator will be equally shared between the city and the Employee Organization.

(g) If agreement has not been reached by February 1, the city will present a final offer to the representative of the Employee Organization. The Employee Organization may prepare written comments concerning the final offer. If the Employee Organization prepares written comments, such comments must be submitted to the City Manager by February 21. The final offer and written comments, if any, will be presented by February 28 to the council for consideration. Final action by the council upon the issues raised during the meet and confer process will serve as the memorandum of understanding for the following Budget Year.

Sec. 2-86. Resolution of Claims of Breach of a Memorandum of Understanding.

(a) In the event that the Employee Organization claims that there is a breach of a memorandum of understanding, and the Employee Organization and the city have been unable to informally resolve the matter, the Employee Organization may use the following exclusive process to resolve the matter:

- (1) Within forty-five days of the first occurrence of any event which constitutes all or part of the alleged breach, the Employee Organization shall give written notice to the City Manager. The notice shall specify the provision(s) allegedly breached, the facts and evidence demonstrating or supporting the breach, and the date(s) of the alleged breach;
- (2) A written response to the alleged breach shall be submitted by the City Manager to the Employee Organization within ten days of the written notice;
- (3) Within fourteen days of the City Manager's written response, the Employee Group and the City Manager shall meet and attempt to resolve the matter; and
- (4) The Employee Group and the City Manager shall sign a written agreement intended to reflect a resolution of the matter, which shall be approved by the City Attorney; however, any resolution that requires council action will only be effective after approval by the council is secured.

(b) If the Employee Group and the City Manager, are unable to resolve the matter, or approval as required above is not secured, the Employee Organization may submit the claim of an alleged breach to arbitration. The Employee Organization must notify the City Manager of the submission to arbitration in writing within thirty days of the City Manager and Employee Group meeting to resolve this matter. The City Manager and representative of the Employee Organization shall select an arbitrator to hear and decide the matter. Should the Employee Organization and the City Manager be unable to agree upon an arbitrator, an arbitrator with public sector labor experience will be appointed by the Federal Mediation and Conciliation Service.

(c) The Arbitrator shall set a hearing on this matter within 60 days of selection or appointment. The City Attorney or legal counsel appointed by the City Attorney shall represent the city at the hearing.

(d) The city and the Employee Group shall present to the arbitrator their position on the breach and the requested resolution. The arbitrator shall render a decision only by acceptance of one of the presented positions and resolutions. Should the dispute encompass more than one alleged breach, the City Manager and Employee Group shall agree upon the separate designation of each breach and present its position and resolution of that breach separately, whereupon the arbitrator shall render a separate decision as to each breach only by acceptance of one of the presented positions and resolutions related to each breach. Should the City Manager and Employee Group not agree upon the separate designations, the issues shall be submitted to the arbitrator for separate designation, which decision shall be final for the purposes of the arbitration.

(e) The decision of the arbitrator will be final and binding on the parties, so long as the decision does not add to, subtract from, or modify the provisions of the division dealing with this subject or the memorandum of understanding; and so long as the decision does not require the city to commit any resources not specifically budgeted by the council.

(f) The city and the Employee Group shall bear equally the costs associated with the arbitrator.

(g) The timeframes in this section can be mutually changed by a written agreement of the parties. The Employee Organization's failure to allege a breach by the date set forth in this section shall be deemed a waiver of any right to allege the breach thereafter.

Sec. 2-87. Solicitation and Distribution.

(a) Solicitation of members, dues and other internal Employee Organization business shall be conducted only during non-duty hours and shall not interfere with work.

(b) Solicitation of members and dues and other internal Employee Organization business shall take place in non-working areas. Notice of Employee Organization meetings and agendas may be posted in the city's e-mail meeting folder at the membership's cost.

Sec. 2-88. Delegation.

The City Manager may delegate any of his duties and responsibilities under the Meet and Confer process and may appoint personnel to assist in the performance of those duties and responsibilities.

**Secs. 2-89 --- 2-90. Reserved.**

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager

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