

# CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323

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**WORK SESSION**  
**April 21, 2008**  
**6:00 PM**

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## **CALL TO ORDER BY MAYOR ROGERS**

**1 ROLL CALL BY THE CITY CLERK**

**2 EMPLOYEE UNIONIZATION ISSUES**

The Council has requested that a discussion on employee unionization issues take place in a work session setting.

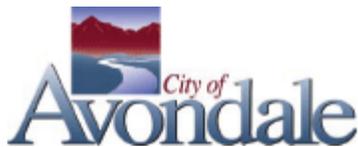
**3 ADJOURNMENT**

Respectfully submitted,

A handwritten signature in cursive script that reads "Linda M. Farris".

Linda Farris, CMC  
City Clerk

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at 623-333-1200 at least 48 hours prior to the council meeting.



# CITY COUNCIL REPORT

**SUBJECT:**  
Employee Unionization Issues

**MEETING DATE:**  
April 21, 2008

**TO:** Mayor and Council  
**FROM:** Cherlene Penilla, Human Resources Director (623)333-2218  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The Council has requested that a discussion on employee unionization issues take place in a work session setting.

**BACKGROUND:**

Over the past several months the Service Employee International Union (SEIU) has shown interest in organizing City of Avondale employees. Additionally, both the Fire and Police employees have shown interest in recognition by the City.

**DISCUSSION:**

On August 28, 2007, the City provided supervisory staff with training on Arizona Public Employee Labor Relations. This training was conducted by a labor law attorney from the law firm of Ford & Harrison. The Ford & Harrison law firm represents the City of Avondale on all personnel issues. The training provided supervisors with a basic understanding of the practices and legal issues of public labor relations in Arizona.

SEIU has made several public records requests for employee information and the City has complied and provided information requested where it was possible and legally appropriate. In addition, SEIU has received authorization to speak to employees and distribute union information on city grounds and parking areas as employees are arriving to work and leaving from work.

The City has the right to determine employee wages, hours, benefits, and working conditions and is under no legal obligation to engage in collective bargaining. The City may engage in collective bargaining if it chooses to do so.

City staff has prepared a draft ordinance that will provide specific employee groups the ability to organize, select a representative, and provide information to the City Manager on relevant employee issues through the City's budget process and after a specified period may hold an election to determine if the membership wishes to proceed to a "meet and confer" process.

The following are the major points of the draft ordinance:

1. Certain employees would be allowed to organize into one of four specific groups and select a representative for that group after certification that a majority of employees in the Group consent to such representation.
2. The ordinance would obligate the City to recognize an employee group representative for the purpose of providing information to the City Manager on issues relevant to employees wages, hours, benefits (excluding health care) and other items mutually agreed upon by the Employee Organization and the City Manager.
3. The represented employees agree not to encourage, participate in or organize any work stoppage, slow-down, sick-out or strike.
4. The ordinance allows for a formal process for a specific group to provide recommendations to the City

Manager and after one (1) full year of engagement in the "Meet and Discuss" process may elect to proceed to the "Meet & Confer" process.

5. The following Employee Groups would be eligible for representation:

a. Fire Employee Group - regular non-probationary, City firefighters, in all classifications up to and including the rank of Captain.

b. Police Employee Group - regular, non-probationary, City Police Officers, in all classifications up to and including the rank of Sergeant.

c. Trades Group - all labor and trades non-supervisory, non-confidential and non-exempt employees.

d. Administrative Group - all non-supervisory, non-confidential and non-exempt City employees, as determined by the City Manager.

6. An Employee Organization seeking certification as the exclusive representative of an Employee Group must file a petition with the City Manager signed by at least 50% plus one, of the Employee Group that is requesting representation. The City Clerk will verify the signatures. Once the signatures have been verified then a secret ballot certification election will be conducted by the City Clerk.

7. If at least 50% plus one of the employees in the Employee Group vote in favor of the representative then the City Manager will designate the Employee Organization as the official and exclusive Employee Organization.

8. An Employee Organization may petition for decertification in the same manner as a petition for certification except that a decertification election may be held at any time.

9. Under the provisions of the "meet and discuss" process, Employee Groups may submit proposals that will have budgetary impact regarding wages, hours, benefits, (not including health care) and other such items as mutually agreed upon by the Employee Organization and the City Manager.

10. The City Manager will provide a written acknowledgment of receipt of the proposal and will also schedule meeting times to discuss the issues raised in the proposal.

11. During the discussion process, the Employee Organization, management and elected officials are not permitted to discuss proposals with employees or the news media.

12. After the discussion process is concluded the City Manager will submit the final recommended budget to the City Council. The Council will take appropriate action.

13. If there is a midyear reduction in pay or reduction in force due to a financial crisis the City Manager is required to provide a prompt notice to the Employee Organization and allow the Employee Group a reasonable opportunity to provide comments to the City Manager prior to his/her recommendation to Council.

14. The Employee Organization may submit written proposals to discuss items other than those that may have budgetary impact at any time during the year. The City Manager will acknowledge receipt in writing and schedule a meeting date to discuss such matters.

15. An Employee Group may elect to establish a meet and confer process after a minimum of 12 months of certification under the meet and discuss process. The same certification process will be followed as in meet and discuss except the required petition must be signed by at least 75% of the Employee Group that is requesting a meet and confer election. A secret ballot election will be held after a group meets the 75% threshold. To attain meet and confer the group must have at least 75% of the employees in the Employee Group vote in favor of meet and confer.

16. The scope of the meet and confer process may encompass wages, hours, benefits, (excluding health care) and other items mutually agreed upon by the Employee Group and the City Manager.

17. The meet and confer process does not require an Employee Group to negotiate a Memorandum of Understanding (MOU). The MOU is a legal document outlining the terms and details of an agreement between parties, including each party's requirements and responsibilities. *NOTE: The MOU is often the first stage in the formation of a formal contract. An MOU is far more than a handshake and is given weight in a court of law should one party fail to meet the obligations of the memorandum.*

18. In the event of a conflict between the City of Avondale's Policy & Procedures Manual, City Manager's directives, administrative directives, departmental rules and regulations or work place practices and an MOU the MOU will prevail. An employee group is not required to negotiate an MOU.

19. An MOU must commence on July 1st and cannot exceed two budget years.

20. An Employee Group may submit written proposals regarding those items within the meet and confer process no earlier than September 15th and no later than October 15th for the following budget year.

21. Generally within ten days of the receipt of the Employee Group's proposals the City Manager will schedule a meet and confer meeting to begin the meet and confer process.

22. Meet and confer meetings may not exceed three hours in length unless mutually agreed upon.

23. Outside negotiators will not be permitted and on duty team members representing the Employee Group will be released from duty with pay for the duration of the meeting.
24. Each negotiating team will have no more than five members.
25. During the meet and confer process the Employee Group and their representatives will be prohibited from discussing with City elected officials or the news media any information, bargaining strategy, term(s), or issue (s) which are the subject of the meet and confer process.
26. During the meet and confer process city elected officials and management employees are prohibited from discussing with employees or the news media any information, bargaining strategy, term(s), or issue(s) which are the subject of the meet and confer process.
27. If agreement on all issues is not reached by February 1st a neutral mediator shall be requested by either party. The mediator will assist in helping the parties reach an agreement.
28. A mediator from the Federal Mediation and Conciliation Service will be mutually agreed upon by the City Manager and the designated employee representative.
29. If agreement is not reached by March 1st, an arbitrator will be requested from the Federal Mediation and Conciliation Service.
30. The arbitrator will provide resolution no later than April 15th which shall be binding on both parties.
31. The City Manager and Employee Group representative will sign an MOU which shall then be submitted to the Mayor and Council for their consideration during the budget process.
32. The Mayor and Council may accept or reject but may not modify the MOU. If the Mayor and Council rejects the MOU they will provide comments to the City Manager and Employee Group outlining their concerns. The City Manager and Employee Group will meet and confer again on the specific concerns of the Mayor and Council. A revised MOU will be presented to the Mayor and Council at the next regularly scheduled meeting.

While the draft ordinance would appear to be a significant departure from the City's past practice, it is not. The City has always been open to hearing from employees regarding their interests and concerns. This has been accomplished through the formation of employee teams to provide input on a variety of employee issues. The City has maintained the following employee groups that provide the City Manager with input from City employees:

Retention and Recruitment Team (Sammi Curless, Community & Public Relations)  
Safety Team (Jackie Ruggles, Risk Management)  
Supervisor's Connection Committee (Charlie McClendon, City Management)  
Employee Connection Committee (Charlie McClendon, City Management)  
Benefits Team (Kathy Reyes, Human Resources)  
Wellness Team (Kathy Reyes, Human Resources)

Each of the above mentioned employee groups were formulated to invite discussion and recommend improvements to City services, budget processes, safety issues, and benefit and insurance programs. Additionally, the City Manager holds quarterly meetings open to all employees to provide information about City projects, budget concerns, economic development and construction projects, proposed policy changes, and council goals and objectives. This is also used as a forum to recognize employee accomplishments and provide service awards. In the event that Council adopt the Ordinance these employee teams and committees would continue to meet and address the issues and concerns from each of their specific areas.

#### **BUDGETARY IMPACT:**

There may be a future fiscal impact to the City through the City Council's acceptance and implementation of recommendations of the various employee groups into future year's budgets. Additionally, as Employee Groups become certified and elect to enter into the meet and confer process there will be a need for specialized staff to plan, prepare and participate in the negotiation process and resulting agreements.

#### **RECOMMENDATION:**

This report is prepared for information and discussion purposes only.

#### **ATTACHMENTS:**

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 [Draft Ordinance](#)

**Chapter 2  
Article VI**

**Employee Relations**

**Sections**

<b>2-91</b>	<b>Preamble and Purpose</b>
<b>2-92</b>	<b>General</b>
<b>2-93</b>	<b>Administration</b>
<b>2-94</b>	<b>Conflicts</b>
<b>2-95</b>	<b>Definitions</b>
<b>2-96</b>	<b>Employee Groups</b>
<b>2-97</b>	<b>Certification Process</b>
<b>2-98</b>	<b>Decertification Process</b>
<b>2-99</b>	<b>Certification and Decertification Election Process</b>
<b>2-100</b>	<b>Rights of Employees and Employee Organizations</b>
<b>2-101</b>	<b>City and Management Rights</b>
<b>2-102</b>	<b>Scope</b>
<b>2-103</b>	<b>Budget Process Discussions</b>
<b>2-104</b>	<b>Non-budget Discussions</b>
<b>2-105</b>	<b>Prohibited Activity</b>
<b>2-106</b>	<b>No Strike / Lockout</b>
<b>2-107</b>	<b>Delegation</b>
<b>2-108</b>	<b>Meet and Confer Process</b>
<b>2-109</b>	<b>Memorandum of Understanding</b>

**2-91 Preamble and Purpose.**

The purpose of this Article is to establish an orderly process by which recognized Employee Organizations can address certain issues of concern, as specifically outlined. In effectuating this purpose, the Article is broken into two distinct processes: ‘Meet and Discuss’ (covered by sections 2-103 and 2-104) and ‘Meet and Confer’ (covered by sections 2-108 and 2-109). All other sections of this Article shall apply to either process.

Recognizing that working together is usually the most productive and effective method, Employee Organizations shall engage in the ‘Meet and Discuss’ process for a minimum of 12 months following certification. The Employee Organization may meet with the City Manager on behalf of an Employee Group regarding issues such as wages, hours, benefits (excluding health care) and other such items mutually agreed upon by the Employee Organization and the City Manager.

An Employee Organization may not elect to engage in the ‘Meet and Confer’ process until that group has participated in the ‘Meet and Discuss’ process for a minimum of 12 months following certification. If, after that time, the particular Employee Organization wishes to, it may elect to proceed with the ‘Meet and Confer’ process, as outlined below.

Nothing in the Article is meant to contravene the City’s existing ‘Open Door Policy’.

**2-92 General.**

The citizens of Avondale have a fundamental interest in the development of harmonious and cooperative relations between City Management, Elected Officials, Administrators and the employees of the City of Avondale.

- (a) Eligible City employees have the right to be represented by an employee organization certified as an exclusive representative under the provisions of this Article.
- (b) The City recognizes that communication between public employers and public employees will enhance morale.
- (c) The City, its employees and employee organizations, have a basic obligation to the public to strive for orderly and continuous operations and functions of government.
- (d) Strikes, work stoppages, slowdowns and other concerted efforts which disrupt City services are contrary to the public good and are not in the best interest of the City.
- (e) It is the purpose of this Article to provide a framework within which the city management, full-time city employees and their representatives can provide and receive information relating to working conditions, wages, certain benefits and hours of work while maintaining an open communication culture.
- (f) Discussions will be conducted through the process defined by this Article with the City Manager.
- (g) Any represented employee covered under this Article must follow the process as outlined in this Article.
- (h) Nothing in this Article shall prohibit an unrepresented employee from meeting with the City Manager concerning employee issues.

**2-93 Administration.**

This Article shall be administered by the City Manager. Allegations of a violation of this Article, or requests for clarification of the Article, may be submitted to the City Manager for resolution. Such allegations, or requests for clarification, must be submitted to the City Manager within thirty days from the date of the incident giving rise to the allegation or request. The decision of the City Manager may be appealed to the City Attorney for final resolution. Such appeal must be submitted within 10 days of the City Manager's decision. The City Attorney's decision shall be returned within 30 days and shall be final.

**2-94 Conflicts.**

- (a) In the event of a specific conflict between (i) the City of Avondale Policy & Procedures Manual, City Manager’s directives, administrative directives, departmental rules and regulations, or work place practices and (ii) this Article, the City of Avondale Policy & Procedures Manual, City Manager’s directives, administrative directives or department rules and regulations will prevail.
- (b) In the event of a specific conflict between (i) other City of Avondale code provisions or ordinances and (ii) this Article, the provisions of the most recently adopted City of Avondale Code or Ordinance will prevail.

**2-95 Definitions.**

The following words, terms and phrases, when used in this Article, 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 Chapter 1, Article 1-5 of this Code.

*Budget Year:* the 12 month period of time, beginning July 1 and ending June 30, for which the City Council appropriates city funds during its budget process. In addition, financial circumstances may require the City Council to make budget modifications throughout the year. Notice will be provided, as outlined in this Article, should that occur.

*Certification:* the designation by the City Manager of an Employee Organization as the exclusive representative of an Employee Group for the purpose of meeting with the City Manager as specified in this Article.

*Confidential Employee:* any employee, as determined by the City Manager, who has access to financial or other information regarding relations between the City and its recognized employee groups including, but not limited to, information relating to City employment relations issues or who is otherwise in a confidential relationship with city management. The term “confidential employee” also includes any employee who has the opportunity to, or who actually does, influence or advise the City with regard to issues subject to this Article.

*Decertification:* the removal of an Employee Organization designation as the exclusive representative of an Employee Group.

*Day:* calendar day except as otherwise stated.

*Employee Group:* a defined set of employees who are regularly assigned to one department, or group of related functions, of the city and are specifically designated by this Article as an Employee Group.

*Employee Organization:* an organization in which city employees within an Employee Group participate and which exists for the purpose, in whole or in part, of meeting with the City Manager as specified in this Article.

*Fiscal Crisis:* a loss of revenues or change in legal requirements that necessitates a budget change during the fiscal year outside the normal budget process which results in i) a significant reduction in services to the city; ii) a reduction in force affecting one or more of the employee groups established by this Article; or iii) enacts a general decrease in salary or material reduction in employee benefits affecting one or more of the employee groups established by this Article.

*FMCS:* Federal Mediation and Conciliation Service.

*Non-exempt Employee:* employees who, due to the nature of their employment with the City, are eligible for overtime compensation as defined and governed by the Fair Labor Standards Act.

*Non-supervisory Employee:* any city employee who does not write performance appraisals, or have authority to recommend the hire, discharge, transfer, suspend, layoff, or discipline other employees, with the exception of Fire Captains and Police Sergeants.

*Probationary Employee:* an employee in their “original probationary period” as defined by the City of Avondale Policy and Procedures manual.

*Working Day:* any day on which City Hall is open for the purpose of conducting routine business.

## **2-96 Employee Groups.**

(a) The following personnel are ineligible for representation under this Article:

- (1) Regular, non-probationary city firefighters above the rank of Captain.
- (2) Regular, non-probationary city police officers above the rank of Sergeant.
- (3) Probationary, temporary, or reserve city firefighters and police officers.
- (4) All other city employees who are probationary or who serve in a supervisory, confidential or exempt position.

(b) There may be, at the City’s discretion, four employee groups within the City of Avondale as limited by (a) above. They shall include:

- (1) Fire Employee Group - regular, non-probationary, city firefighters, in all classifications up to and including the rank of Captain.
- (2) Police Employee Group - regular, non-probationary, city police officers, in all classifications up to and including, the rank of Sergeant.

- (3) Trades Group – all labor and trades non-supervisory, non-confidential and non-exempt employees.
- (4) Administrative Group – all non-supervisory, non-confidential and non-exempt city employees, as determined by the City Manager.

**2-97 Certification Process.**

- (a) An Employee Organization seeking certification as the exclusive representative of an Employee Group shall file with the City Manager:
  - (1) The name and address of the Employee Organization;
  - (2) A copy of its charter, constitution and by-laws;
  - (3) The names, titles, addresses and telephone numbers of all its duly elected officers;
  - (4) 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 represent the Employee Group;
  - (5) A petition signed by at least 50% plus one of the Employee Group that is requesting a representation election. The petition, which shall be obtained from the City Clerk, shall identify the Employee Group, request that a certification election be held and shall provide spaces for signature, printed name, job title and date of signature. Any such petition shall be valid only if filed with the Clerk (or designee) within 60 days after issuance. The dates of issuance and filing shall be noted thereon by the Clerk (or designee).
  - (6) Petitions may be submitted at any time.
- (b) The City Clerk will, within 15 days from receiving a petition, verify that the signatures on the petition 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 Article.
- (c) If at least 50% plus one of the employees in the Employee Group vote in favor of representation by the Employee Organization, then the City Manager will as soon as practicable designate the Employee Organization as the official and exclusive Employee Organization for purposes of this Article.
- (d) Members of an Employee Group who will act as official representatives during any process set forth in this Article must have served as a full-time regular city employee for a minimum of two years in the city department

in which the Employee Group exists. All personnel acting as official City or Employee Group representatives during any process set forth in this Article must have completed the Federal Mediation and Conciliation Service (FMCS) ‘Interest Based Problem Solving’ training program.

**2-98 Decertification Process.**

- (a) An Employee Organization will serve as the exclusive and official representative of an Employee Group until such time as they become decertified in accordance with this section.
- (b) Once an Employee Group selects an Employee Organization to serve as its exclusive and official Employee Organization for purposes of this Article, decertification of that Employee Organization may be accomplished by a secret ballot decertification election that will be held if the City Manager receives a petition signed by at least 50% plus one of the employees in the Employee Group requesting a decertification election. The petition form shall conform to the requirements of Section 2-97(a)(5) of this Article. If at least 50% plus one of the employees in the Employee Group subsequently 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 this Article.
- (c) Violation of any section of this Article by an Employee Group may result in immediate decertification of an Employee Organization by the City Manager. Evidence of the violation and the decision to decertify the Employee Organization will be submitted in writing to the Employee Organization.
- (d) If the Employee Organization wishes to appeal the decision of the City Manager, an arbitrator will be requested from the Federal Mediation and Conciliation Service. Standard rules of the Federal Mediation and Conciliation Service will be utilized in the selection, use and payment of the arbitrator unless the parties agree otherwise.
- (e) The decision of the arbitrator relating to decertification shall be final and binding on the parties.

**2-99 Certification and Decertification Election Process.**

- (a) Elections will be conducted by secret ballot.
- (b) A certification election will be held no later than 45 days following the receipt by the City Manager of a valid petition requesting the election. The City Manager must receive the petition requesting the election as specified in

Section 2-97. No more than one certification election may be held within any Employee Group during any twelve month period.

- (c) Decertification elections may be held at any time upon receipt by the City Manager of a valid petition, as provided above, calling for a decertification election.
- (d) The City Clerk will oversee the conduct of elections. The procedures for the elections and matters related to the elections shall be mutually agreed upon by the City Manager and representatives of the employee group.
- (e) Election disputes shall be resolved by the City Manager in accordance with Section 2-93.

#### **2-100 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 of this section will necessitate disciplinary action. This section shall not be interpreted to prevent an individual's expression of their opinion.
- (b) There can be only one official and exclusive Employee Organization for each Employee Group for purposes of this Article. Nothing in this Article 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) An Employee Organization shall have no implied rights beyond the specific terms of this Article.
- (d) City facilities may be used for regularly scheduled meetings of the Employee Organization as outlined in the City Facilities Use Policy.
- (e) The Employee Organization may not use any other City resource unless expressly authorized by the City Manager.

#### **2-101 City and Management Rights**

- (a) The City and City Manager's rights are not subjugated or diminished in any way by any expressed or implied duty or obligation to meet and discuss.

- (b) The City has, and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services. The authority of the city shall not be modified or limited by inference or implication.
- (c) The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of city government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public and through its management officials to exercise control and discretion over its organization and operations; to establish rules and practices governing the conduct of employees; to direct and supervise its employees and their work; to take disciplinary action; to relieve its employees from duty because of a lack of work or other reasons; to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime; to hire, transfer and reassign employees; and to otherwise act in the interests of efficient service to the community. The City reserves the right to establish and revise work schedules and work locations; to establish, revise and implement standards for hiring and promoting employees; to determine the need for additional positions and the qualifications of new employees; and to determine the qualifications for and/or the qualifications of employees considered for transfer and/or promotion; to evaluate and judge the skill, ability and efficiency and general work performance of employees; to adopt and to manage its budget; provide for the funding of certain levels of service; to add, delete, modify or suspend certain programs, functions, divisions and departments as the City Council, in the exercise of legislative authority to create and manage the City's budget, determine to be necessary and appropriate.
- (d) It is the right of the city to determine the purpose of each of its departments, agencies, boards and commissions and to set standards of service to be offered to the public and exercise control and discretion over its organization and operations. The city has the right to take all necessary actions to maintain uninterrupted service to the community. The enumeration of the above rights is illustrative only and is not to be construed as being all inclusive.

**2-102 Scope.**

The discussion process outlined herein may encompass wages, hours, benefits (not including health care) and such other items mutually agreed upon by the Employee Organization and the City Manager. Though health care issues are expressly excluded from the 'Meet and Confer' process and from any negotiation, the City Manager may entertain a specific issue relating to health care for limited discussion.

**2-103 Budget Process Discussions.**

- (a) The Employee Organization may submit proposals regarding those items that will have budgetary impact within the scope of the meet and discuss process, as defined by this Article, 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. Proposals shall be submitted no earlier than September 15 or later than October 15 for the following Budget Year.
- (b) Upon receiving a proposal from an Employee Organization, the City Manager will submit a written acknowledgement to the Employee Organization, generally within thirty days. In the acknowledgement, the City Manager shall set a prospective meeting time to discuss the issue(s) raised in the proposal.
- (c) The City Manager will meet and discuss the proposals in a private session at mutually agreed upon times and places within the city, for the purpose of discussion of the issues raised. 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 meeting, unless otherwise mutually agreed. Meeting ground rules shall be mutually agreed upon and will be adhered to while meeting.
- (d) During the discussion process employees and their representatives are prohibited from discussing with city elected officials or the news media any information, term(s), or issue(s) which are the subject of the discussions between the City and the Employee Group.
- (e) During the discussion process city elected officials and management employees are prohibited from discussing with employees or the news media any information, term(s) or issue(s) which are the subject of the discussion process between the City and the Employee Group. City elected officials and management employees are also prohibited from making any commitment or promise whatsoever to employees independent of the City Manager or his/her designee with respect to any matter that is the subject of the discussion process.
- (f) The meet and discuss process shall involve no more than 5 team members appointed by the City Manager, including the City Manager or one of his/her Assistant City Managers and 5 team members selected by the Employee Organization. The minimum number of members necessary to conduct discussions shall be 3 members from each team. On-duty team members from the Employee Organization shall be released from duty with pay for the duration of the meeting. Other subject matter experts may participate in meetings at the request of either team.
- (g) It is the intent of this section that all discussions occur only between the parties' respective representatives at the times and places specifically agreed to for that purpose.

- (h) After the discussion process concludes, the City Manager will submit his/her final recommended budget to the City Council. As part of the budget process, the City Council may accept, reject or modify the City Manager's submission or may take whatever action that it considers appropriate.
- (i) If the City Manager or Council determines that a mid-year reduction in force or reduction in pay is necessary due to a fiscal crisis then the City Manager will promptly give notice to the Employee Group(s) which would be affected by the reduction in force or pay. The City Manager shall give notice in a manner which, considering all of the circumstances then existing, gives the Employee Group(s) reasonable opportunity to provide comments to the City Manager before the City Manager makes a recommendation or gives advice to the Council regarding the proposed mid-year reduction in force or pay. Other aspects of this section shall not apply in the event of a mid-year reduction in force or pay.

**2-104 Non-budget Discussions.**

The Employee Organization may submit written proposals to discuss items other than those that have budgetary impact at any time during the year. Upon receipt of a proposal the City Manager will submit a written response and schedule a meeting to discuss the issue(s) generally within 30 days. If it is determined that the issue(s) will have a budgetary impact the issue(s) will then be required to be submitted in accordance with section 2-103.

**2-105 Prohibited Activity.**

It is unlawful for an employee or employee organization to discriminate against any employee, as prohibited by State and Federal law, and the City's policies. In addition, no employee shall be retaliated against for participation in or refusal to participate in protected activity.

**2-106 No Strike / Lockout.**

- (a) No employee or employee organization shall cause, instigate, encourage, support, threaten or participate in a strike, slowdown, sickout, or work disruption of any type.
- (b) The city shall not cause, instigate or engage in any employee lockout.

**2-107 Delegation.**

The City Manager may delegate any of his duties and responsibilities under this Article and may appoint personnel to assist in the performance of those duties and responsibilities. Notwithstanding the City Manager's delegation powers, the City Manager or one of his/her Assistant City Managers shall attend meetings set forth in this Article.

**2-108 Meet and Confer Process.**

- (a) Should an employee group desire to establish a formal meet and confer process the provisions of this section will apply.
- (b) If a formal meet and confer process is established the provisions of Section 2-103 and 2-104 shall no longer be applicable, however all other provisions of this Article shall continue to apply.
- (c) An employee group may not elect to establish a meet and confer process for a minimum of 12 months following certification by the City Manager as established in Section 2-97.
- (d) Following the completion of 12 months following certification an Employee Group may petition to establish a meet and confer process in the following manner:
  - 1. A petition shall be submitted signed by at least 75% of the Employee Group that is requesting a meet and confer election. The petition, which shall be obtained from the City Clerk, shall identify the Employee Group, request that a meet and confer election be held and shall provide spaces for signature, printed name, job title and date of signature. Any such petition shall be valid only if filed with the Clerk (or designee) within 60 days after issuance. The dates of issuance and filing shall be noted thereon by the Clerk (or designee).
  - 2. Petitions may be submitted at any time.
  - 3. The City Clerk will, within 15 days from receiving a petition, verify that the signatures on the petition submitted by the Employee Organization are those of employees in the Employee Group. If the City Manager determines that at least 75% of the employees in an Employee Group have requested a meet and confer election, a secret ballot election will be held in accordance with the provisions of this Article.
  - 4. If at least 75% of the employees in the Employee Group vote in favor of establishing a meet and confer process, then the City Manager will designate the Employee Organization as the official and exclusive bargaining agent for the meet and confer process.
  - 5. Elections will be conducted by secret ballot.
  - 6. Meet and confer elections will be held no later than 45 days following the receipt by the City Manager of a valid petition requesting the election. The City Manager must receive the petition requesting the election as specified above. No more than one meet and confer election may be held within any Employee Group during any twelve month period.
  - 7. The City Clerk will oversee the conduct of elections. The procedures for the elections and matters related to the elections will be specified by the City Manager following discussion with the employee group.
  - 8. Election disputes shall be resolved by the City Manager in accordance with section 2-93.

- (e) The scope of the Meet and Confer process may encompass wages, hours, benefits (excluding health care), and such other items mutually agreed upon by an Employee Organization and the City Manager. Though health care issues are expressly excluded from the ‘Meet and Confer’ process and from any negotiation, the City Manager may entertain a specific issue relating to health care for limited discussion.

**2-109 Memorandum of Understanding.**

- (a) Nothing in this section shall be construed as to require an employee group to negotiate a Memorandum of Understanding. However, should they choose to do so, the Memorandum of Understanding shall be negotiated as provided for in this Section.
- (b) The term of a Memorandum of Understanding shall begin on July 1 and shall not exceed two budget years.
- (c) In the event of a specific conflict between (i) the City of Avondale Policy & Procedures Manual, City Manager’s directives, administrative directives, departmental rules and regulations, or work place practices and (ii) a Memorandum of Understanding that results from the process established by this Article, the Memorandum of Understanding will prevail.
- (d) The Employee Organization may submit proposals regarding those items within the scope of the meet and confer process, as defined in Section 2-108, 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 earlier than September 15 or later than October 15 for the following Budget Year.
- (e) Upon receiving a proposal from an Employee Organization, the City Manager will submit a written response to the Employee Organization, generally within thirty days.
- (f) Generally within ten days from the receipt of the City Manager’s response, representatives of the Employee Organization and the City Manger 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 the proposals. A meet and confer meeting may not exceed three hours in length unless otherwise mutually agreed. 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.

- (g) It is the intent of this Section that negotiations occur between City Management and full-time city employees who are members of the Employee Organization. As such, outside negotiators will not be permitted to participate in any meet and confer sessions. On-duty team members from the Employee Organization shall be released from duty with pay for the duration of the meeting.
- (h) The meet and confer process shall involve two negotiating teams, with one team consisting of no more than 5 members appointed by the City Manager, including the City Manager or one of his/her Assistant City Managers, and a second team consisting of no more than 5 members selected by the Employee Organization. The minimum number of members necessary to conduct discussions shall be 3 members from each team. Either negotiating team may have such advisors present as they deem necessary and appropriate. Advisors may observe and provide input but may not actively participate in the negotiation process.
- (i) City Management and the Employee Organization are expected to participate in a good faith effort to come to agreement on all issues presented during the meet and confer process.
- (j) During the meet and confer process the members and representatives of the Employee Organization are prohibited from discussing with city elected officials or the news media any information, bargaining strategy, term(s), or issue(s) which are the subject of the meet and confer process between the City and the Employee Organization. Members and representatives of the Employee Organization are also prohibited from negotiating or discussing the terms of any Memorandum of Understanding or agreement independent of the negotiating team with respect to any matter that is the subject of the meet and confer process.
- (k) During the meet and confer process city elected officials and management employees are prohibited from discussing with employees or the news media any information, bargaining strategy, term(s) or issue(s) which are the subject of the meet and confer process between the City and the Employee Group. City elected officials and management employees are also prohibited from negotiating the terms of any agreement and from making any commitment or promise whatsoever to employees independent of the City Manager or his/her designee with respect to any matter that is the subject of the meet and confer process.
- (l) Unless otherwise provided in this Article, 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, department management personnel, and others upon mutual agreement.

- (m) It is the intent of this section that all meeting and conferring occur only between the parties' respective representatives at the times and places specifically agreed to for that purpose.
- (n) The City Manager and the Employee Group representative shall initial all areas of agreement. Those areas not in agreement may be withdrawn or shall be outlined as areas in dispute. If agreement on all issues has not been reached by February 1 a neutral mediator may be requested by either party. The mediator shall assist the parties in reaching agreement.
- (o) 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.
- (p) If an agreement still has not been reached by March 1, an arbitrator will be requested from the Federal Mediation and Conciliation Service. Standard rules of the Federal Mediation and Conciliation Service will be utilized in the selection, use and payment of the arbitrator unless the parties agree otherwise.
- (q) All issues not previously agreed upon, or withdrawn, will be submitted to the arbitrator for a resolution. The arbitrator shall provide a resolution no later than April 15 which shall be binding upon the City Manager and the Employee Organization.
- (r) Upon final 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
- (s) The Mayor and City Council may accept, or reject but may not modify the Memorandum of Understanding. If the Mayor and City Council rejects the Memorandum of Understanding they shall provide comments to the City Manager and Employee Organization outlining their concerns. The City Manager and the Employee Organization shall again meet and confer on the specific concerns raised by the Mayor and City Council. A revised Memorandum of Understanding shall be presented to the Mayor and City Council at the next available regularly scheduled meeting.

Collective Bargaining Survey  
Arizona Cities  
4/15/08

Municipality	Meet & Confer		Employee Groups			Additional Information
	Yes	No	Police	Fire	Other	
Apache Junction		x				Project Teams (resolution), not considered meet & confer.
Avondale		x				
Buckeye		x				No union representation at this time.
Bullhead		x				
Casa Grande		x				
Chandler	x		x	x	2	CLEA for Police Officers; CLASA for Police Sergeants; IAFF for Fire (Firefighter, Fire Engineer and Fire Captain); SEIU - Labor and Trades and Administrative, Clerical and Technical
Flagstaff		x				
Gilbert		x				
Glendale	x		x	x		Sworn, non-management positions in Police and Fire. The Glendale Police Officer's Coalition (GPOC) represents Police Officers, Police Officer-Assignment & Police Sergeants. The Glendale Chapter of the United Phoenix Firefighters Association Local 493 of the IAFF represents Firefighters, Fire Engineers and Fire Captains
Goodyear		x		x		Employee Relations Ordinance, employee groups, no MOUs
Lake Havasu City	x		x	x		MOU (third trying to organize)
Mesa		x	x	x	2	Meet & Discuss Employee Issues. IAFF - Firefighters (sworn and civilian); and MPA & FOP - Police (sworn and civilian)
Oro Valley	x		x			MOU
Paradise Valley		x				
Peoria	x		x	x	x	Police (Peoria Police Officer Association); Fire (United Phoenix Fire Fighters Association); All non-supervisory, professional, confidential covered by AFSCME (American Federation of State, County and Municipal Employees)
Phoenix	x		x	x	1	MOUs
Prescott		x				

Collective Bargaining Survey  
 Arizona Cities  
 4/15/08

Municipality	Meet & Confer		Employee Groups			Additional Information
	Yes	No	Police	Fire	Other	
Prescott Valley		x				
Scottsdale		x				
Sedona		x				
Sierra-Vista		x				
Surprise	x		x	x		Fire personnel (includes Fire Cadet, Firefighter, Fire Engineer and Fire Captain) - Northwest Valley Firefighters Association; Police personnel (includes Police Cadet, Police Officers, Police Sergeants and civilian staff) - Surprise Police Employees Association
Tempe	x		x	x	1	TOA - Police Officers and Sergeants, IAFF - Firefighters and Captains, TSA - All Supervisors, SEIU - all other eligible employees, Confidential employees are not covered by a union.
Yuma		x				