

THE CITY OF SOUTH TUCSON MEET AND CONFER ORDINANCE NO.07-03
General Election May 15, 2007

SECTION 1. PURPOSE

The citizens of the City of South Tucson have a fundamental interest in the development of harmonious and cooperative relations between Management, Elected Officials, Administrators and public safety employees of the City;

Public safety employees have the fundamental right to organize and recognize that full communication between public employers and public safety employees can alleviate various forms of strife and unrest;

The City, its public safety employees and employee organizations, have a basic obligation to the public to assure the orderly and continuous operations and functions of government;

Strikes, work stoppages, slowdowns, and other concerted efforts designed to disrupt City services, are contrary to the public good and are strictly prohibited. Participation in such efforts may be grounds for termination;

It is the purpose of this Ordinance to obligate the City management, public safety employees and their representatives, acting within the framework of law, to enter into discussions with affirmative willingness to resolve issues, grievances, and disputes relating to working conditions, wages, benefits and hours of work. It is also the purpose of this Ordinance to promote harmonious employer - employee relations by providing a uniform basis for recognizing the right of public safety employees to join, or refrain from joining, an organization of their own choice. Also, it is their right to be exclusively represented by such organization in their dealings with the City in accordance with the provisions of this Ordinance. Additionally, this Ordinance provides that the results of agreements between the employer and its employees shall be drafted into written Memorandums of Understanding.

SECTION 2. EMPLOYEE GROUPS

There shall be two public safety employee groups within the City of South Tucson. They shall include:

- i. Police Department employees below the rank of Chief.- Police Officers and Detention Officers below the rank of Chief; civilian employees assigned to, supervised by, or otherwise under the control of the Police Department, including, but not limited to dispatchers, record clerks, evidence clerks, parking control officers, and secretaries.

- ii Fire Department Employees below the rank of Chief.- Fire Fighters below the rank of Chief; and civilian employees assigned to, supervised by, or otherwise under the control of the Fire Department.

In the event that only one employee organization is seeking to represent an employee group, then

authorized representation of an employee group shall be determined by the presentation of a petition by an employee organization to the City Manager containing the signatures of at least fifty percent (50%) plus one (1) of the employees in the above designated group. The petition shall designate the employee group and the employee organization designated to represent those employees. Upon verification of the signatures, the City Manager shall designate the named employee organization, as the official and exclusive employee organization for representation purposes provided for by this Ordinance. The designated employee organization shall have the right to bi-weekly or monthly deductions of dues, if approved by the employees of said organization.

In the event that there is more than one employee organization that is seeking to represent an employee group, and such employee organizations present a petition containing at least thirty percent (30%) of the employees in the employee group and requesting to be designated to represent employees, then the City shall call an election, to be supervised by the League of Women Voters or other similar independent party, between the two or more employee organizations. The employee organization that receives fifty percent (50%) plus one (1) of the vote's cast shall be the designated representative.

Within ninety (90) days prior to the termination of a Memorandum of Understanding, an employee organization other than the one then designated to represent employees in the group may present a petition containing at least thirty percent (30%) of the employees in the designated group requesting to be designated to represent employees in that group. The City shall call an election at the earliest practicable time to be supervised by the League of Women Voters or other similar independent party, between the current designated employee organization and the organization requesting to be designated. The employee organization that receives fifty percent (50%) plus one (1) vote shall be the designated representative.

SECTION 3. MEETING AND CONFERRING

An employee organization that has been designated by the City Manager as the official and exclusive employee organization for representation purposes, shall submit a proposal to the City Manager relating to wages, benefits, hours, safety regulations and other working conditions, by December 1, of each year.

Upon receiving a proposal from a designated employee organization, the City Manager shall submit a written response to the proposal to the employee organization within thirty (30) days.

Within thirty (30) days from the receipt of the City Manager's response, representatives of the employee organization and the City Manager, as determined by said employee organization, shall begin "meeting and conferring" at mutually agreed upon locations and times, for the purpose of entering into a written Memorandum of Understanding relating to the proposal regarding working conditions, wages, benefits and hours. Meetings shall be at least three hours in duration, unless mutually agreed otherwise. Meetings shall take place weekly until an agreement is reached, or impasse is declared. Time spent by employee organization representatives in pursuit of a Memorandum of Understanding shall be counted as hours worked.

The City Manager, or his/her designated representative, and the representative of the employee organization, shall initial all areas of agreement. Any final agreement reached by the City Manager and

the employee organization shall be in writing and signed by the authorized persons.

Those areas that were not agreed to shall be outlined as areas in dispute. If an agreement has not been reached by April 30, a Federal Mediator will be requested. The City Manager, the employee representatives, and the Federal Mediator, will meet as often as necessary to reach an agreement.

If an agreement still has not been reached by May 31, a fact-finder will be requested from the Federal Mediation and Conciliation Service. Standard rules will be utilized in the selection of a fact-finder and the use of the fact-finding process. However, selection of the fact-finder shall be limited to residents of Arizona.

All issues not previously agreed to will be submitted to the fact-finder for resolution. On or before June 30, all areas of agreement, as well as those areas in dispute and still under consideration, and the recommendations of the fact-finder, shall be submitted to the Mayor and Council for their consideration. The Mayor and Council may accept, reject, or modify those areas of agreement. The Mayor and Council may also take whatever actions they feel appropriate with regard to those areas in dispute. Final action by the Mayor and Council shall constitute the Memorandum of Understanding for the following fiscal year(s). A Memorandum of Understanding shall not be longer than two (2) years.

All time limits in this Section may be waived by mutual agreement of the City Manager and employee organization.

SECTION 4. MISCELLANEOUS PROVISIONS

So long as a member of the employee group covered by this Ordinance is not on duty or in uniform, the employee group member may take an active part in any other person's political campaign for any elective position. The term "active part" means making a political speech, distributing cards or other political literature, writing a letter, signing or circulating a petition, actively and openly so soliciting votes, or making public remarks for or against any political candidate for any elective position.

A Memorandum of Understanding negotiated by the City and a designated employee organization shall include a grievance procedure to be used for the settlement of disputes pertaining to the enforcement, interpretation, or application of the terms and conditions of the Memorandum of Understanding. The grievance procedure shall provide for a final and binding determination independent of a management representative of the City, the City and the employee organization may agree to a neutral third party, hearing officer, arbitrator, citizen grievance committee, or Superior Court to review and make a final and binding determination of the grievance. If the City and employee organization cannot agree on the form of final and binding determination, then the agreement shall provide for the Superior Court to review and make a final and binding determination of the grievance. Further, disciplinary or corrective action may only be taken against a bargaining unit member for Just Cause.

Upon adoption of this Ordinance and after completion of the procedures for selection of an employee organization in Section 2, herein, any time limits set forth in Section 3, herein, with respect to submission of proposals by the employee organization, responses by the City Manager, dates for meeting and conferring, and dates for mediation and fact-finding, shall be waived for the purposes of the initial

meeting and conferring, and the initial Memorandum of Understanding. Upon adoption of this Ordinance and thereafter completion of the procedures for selection of an employee organization in Section 2, herein, the City Manager and designated employee organization shall forthwith commence meeting and conferring as required by Section 3, herein.

In the event that there is a dispute between the City Manager and a designated employee organization interpretation, application, or enforcement of any provision of this Ordinance, then the following Citizen Resolution Panel procedure shall be followed:

- i. The City Manager and designated employee organization shall each appoint one person each who is a resident and registered voter of the City of South Tucson within five (5) days of the initiation of the dispute to serve as the applicable representative on a Citizen Resolution Panel.
- ii. Within five (5) days thereafter, the City Manager and employee organization shall mutually agree on one additional person who is a resident and registered voter of the City of South Tucson to serve as an independent representative to the Citizen Resolution Panel.
- iii. Within ten (10) days thereafter, the Citizen Resolution Panel shall convene and hear evidence presented by the City and designated employee organization concerning the dispute.
- iv. Within five (5) days thereafter, the Citizen Resolution Panel shall render a written decision concerning the dispute. This decision shall be final and binding subject to any judicial right of appeal.

In the event that any provision of this Ordinance is in conflict with Arizona State Law, including the Arizona Constitution, Statutes, or Court Decisions, then to the extent of the conflict, Arizona State Law shall prevail over this Ordinance. Any such conflict shall not impair the validity of all other provisions herein, not in conflict with Arizona State Law.