

Article 17-1**ROCK SPRINGS LABOR
MANAGEMENT RELATIONS
ORDINANCE****Sections:**

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17-101 Short Title.

Sections 1 through 20 of this Ordinance may be cited as the "Rock Springs Labor Management Relations Ordinance."

17-102 Purpose of the Ordinance.

It is the public policy of the City, and the purpose of this Ordinance, to promote harmonious, peaceful and cooperative relationships between the City and its employees and to protect the public by assuring at all times, the responsive, orderly and efficient operation of government.

17-103 Conflicts.

In the event of conflict with other laws, the provisions of the Labor Management Relations Ordinance shall not supersede other previously enacted federal, state legislation.

17-104 Definitions.

A. "The Appropriate Bargaining Unit" means all public employees as defined in Section 4E;

B. "Certification" means the designation by the City of a labor organization as the exclusive representative for all employees in the appropriate bargaining unit following election;

C. "City" means the City of Rock Springs, Wyoming, which is a first class city pursuant to W.S. § 15-3-101;

D. "Bargaining" means to meet at reasonable times and places and to negotiate with respect to wages, benefits, hours and conditions of employment, including provisions for the hearing and resolution of grievances, but not including those management-public rights set out in Section 6 of this Ordinance.

E. "Public Employees" means a regular full-time nonprobationary employee of the City and does not include the following:

1. Any elected official or person appointed to fill a vacancy in an elected position, or any board or commission member of judicial officer;

2. All Supervisors;

3. Any employee employed on an irregular, casual or seasonal basis;

4. Members of Rock Springs Firefighters Local 1499 I.A.F.F.

F. "Employer" means the City of Rock Springs;

G. "Exclusive Representative" means a labor organization that, as a result of certification by the City, represents all employees in the appropriate bargaining unit for the purposes of bargaining;

H. "Fact Finding" means the procedure following mediation whereby the parties involved in an impasse submit their differences to a third party for an advisory recommendation;

I. "Governing Body" means the Mayor

and City Council of the City of Rock Springs;

J. "Impasse" means failure of the employer and the exclusive representative, after bargaining, to reach agreement in the course of negotiating a bargaining agreement;

K. "Labor Organization" means any employee organization which represents or seeks to represent public employees in bargaining;

L. "Lockout" means an act by the employer to prevent its employees from going to work for the purpose of resisting demands of the employees' exclusive representative or for the purpose of gaining a concession from the exclusive representative;

M. "Mediation" means assistance by an impartial third party to resolve an impasse between an employer and an exclusive representative regarding employment relations through interpretation, suggestion and advice;

N. "Strike" means an employee's refusal, in concerted action with other employees, to report for duty or his willful absence in whole or in part from the full, faithful, and proper performance of the duties of employment. The definition of strike includes, but is not limited to such actions as, sick outs, slow downs, traffic ticket writing campaigns, mass resignations and sympathy strikes.

O. "Supervisor" means an employee who is engaged primarily in executive and management functions and is charged with the responsibility of hiring, firing, transferring, suspending, laying off, recalling, promoting, or effectively recommending any of the foregoing, and shall be determined by the following procedure.

(i) The Mayor, Ordinance Committee Chair as appointed by the Mayor, and appropriate Department heads shall meet with appropriate Union Officials to determine whose inclusion as an employee in the bargaining unit place the employee in a real or apparent conflict of interest situation between the normal requirements

of the job and the effective management of the City of Rock Springs.

(ii) In the event of an impasse concerning whether specific positions(s) are included or excluded in the bargaining unit. Those job description(s) will be forwarded to the governing body for the final decision.

17-105 Rights of Employees.

Employees other than management employees, supervisors and confidential employees, may form, join or assist any labor organization for the purpose of bargaining through representatives chosen by employees through representation elections without interference, restraint or coercion. Such employees also have the right to refuse to form, join or assist any labor organization.

17-106 Management Rights.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the employer shall include the following:

A. To determine the overall mission of the City;

B. To direct and supervise all operations, functions and the work of the employees;

C. To maintain and improve the effectiveness and efficiency of City Government;

D. To determine the place to report for work, to determine methods, processes and manners of performing work;

E. To hire, lay off, promote, demote, assign transfer, discipline, discharge or terminate employees and to relive employees from duties because of lack of work or funds or under conditions where the employer determines continued work would be inefficient or non-productive;

F. To determine what, and by whom, services will be rendered, the job descriptions for the services so rendered, the operations to be performed, the technology to be utilized and the matters to be budgeted;

G. To assign shifts, work days, hours of work and work locations, and to designate, assign and reassign all work duties.

H. To determine the need for and the qualifications of new employees, and to determine the qualifications for and qualifications of employees considered for transfer and promotion;

I. Designate its representative(s) for the purposes of bargaining or to any grievance procedure.

J. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of public employer, standards of services, its overall budget, utilization of technology, and organizational structure of the City of Rock Springs.

K. To retain all rights not specifically prohibited by a bargaining agreement or the Rock Springs Labor Management Relations Ordinance.

17-107 Elections.

A. Upon the Labor Organization filing a petition for an election, the City and the labor organization shall each designate one election judge and the two appointed shall designate a third to conduct the election and certify the results thereof.

B. Whenever, in accordance with regulations prescribed by the governing body, a petition is filed with the city clerk by a labor organization containing the valid signatures of at least thirty percent of the employees in the appropriate bargaining unit, the election judges shall conduct a secret ballot representation election within twenty (20) working days.

C. Once a labor organization has filed a valid petition with the city clerk calling for a representation election, other labor organizations may seek to be placed on the ballot. Such an organization shall file a petition containing the valid signatures of not less than ten percent of the public employees in the appropriate bargaining unit no later than ten days after the employer posts a written notice that the petition containing the signatures of not less than thirty percent of the public employees has been filed by a labor organization.

D. Every election shall include the

option for no representation.

E. In the event of an election with two or more organizations on the ballot where neither of the choices received a majority of the votes cast, then and in such an event a run-off election shall be held within thirty days. The choices in the run-off election shall consist of the employee organization which received the greatest number of votes in the original election and the choice of "no representation."

F. Where greater than fifty percent (50%) of the public employees in the bargaining unit cast votes in favor of representation by a labor organization, the election judges shall certify the labor organization as the exclusive representative for all public employees in the appropriate bargaining unit.

G. No election shall be conducted if an election or run-off election has been conducted in the 12 month period immediately preceding the proposed representation election. No election shall be held during the term of an existing bargaining agreement, except as provided in Section 10 of the Labor Management Relations Ordinance.

H. Election disputes shall be resolved by the election judges.

I. The cost of elections shall be borne equally by the parties.

17-108 Required Filings.

To be certified and receive benefits and protections of this Ordinance, an employee organization must:

A. File two copies of the constitution and by laws governing the employee organization with the city clerk who shall make then public. All changes or amendments thereto shall be promptly reported to the city clerk.

B. File copies of financial reports required by Department of Labor (LM-3) annually with the city clerk which shall be made public and shall include:

1. The names and addresses of any parent organization and its officers.

2. The names and addresses of any parent organization or organizations with

which it is affiliated;

3. The name and address of the individual(s) who will be the labor organization's spokesperson(s) with the city for purposes of any bargaining under this ordinance, which may be amended from time to time;

4. The name and address of its local agent for service of process;

17-109 Exclusive Representation.

A. A labor organization upon election shall represent the employees in the appropriate bargaining unit and shall be the exclusive representative of all employees in the appropriate bargaining unit and negotiate a bargaining agreement.

B. The existence of an exclusive bargaining representative shall not prevent employees in or out of a bargaining unit from informally taking their grievances or prohibited practices to their supervisor. Any adjustment made shall not be inconsistent with or in violation of the bargaining agreement then in effect between the employer and the exclusive representative.

17-110 Decertification of Exclusive Representative.

A. Any member of a labor organization or the labor organization itself may initiate the decertification of a labor organization as the exclusive representative if thirty percent of the employees in the appropriate bargaining unit made a written request to the city clerk for a decertification election. Decertification elections shall be held in the manner described herein above for elections.

B. When there is a bargaining agreement in effect, a request for decertification election shall be made to the city clerk no earlier than ninety days and no later than sixty days before the expiration of the bargaining agreement; provided, however, that a request for an election may be filed at any time after the expiration of a fourth year of a bargaining agreement with a term of more than three (3) years.

C. When within the time period prescribed in subsection B of this section, a competing labor organization files a petition

containing signatures of at least thirty percent of the employees in the appropriate bargaining unit, a representation election rather than a decertification election shall be conducted.

D. When an exclusive representative has been certified but no bargaining agreement is in effect, the board shall not accept a request for a decertification earlier than twelve months subsequent to a labor organization's certification as the exclusive representative.

17-111 Scope of Bargaining.

A. Except for retirement programs provided under state law or other municipal deferred compensation plans, employers and exclusive representatives shall bargain on wages, benefits, (including but not limited to medical, vacation, etc. . .), hours and other terms and conditions of employment. However, neither the employer nor the exclusive representative shall be required to agree to a proposal or to make a concession. All bargaining agreements between the parties shall be in writing.

B. The obligation to bargain imposed by the Labor Management Relations Ordinance shall not be construed as authorizing employers and exclusive representatives to enter into any agreement that is in conflict with the provisions of any statute or ordinance of the City, State, Federal Government.

C. Payroll deduction of the exclusive representative's membership dues is negotiable item by either party.

D. The following meetings shall be closed:

1. Meetings for the discussion of bargaining strategy preliminary to bargaining negotiations;

2. Bargaining session(s); and

3. Consultations and impasse resolution procedures at which the employer and/or the exclusive representative of the appropriate bargaining unit are present.

17-112 Negotiations and Impasse Resolution.

A. The following negotiation

procedures shall apply to the employer and the exclusive representatives:

1. Negotiations shall be opened upon written notice by the exclusive representative requesting that negotiating sessions be scheduled. Such request shall be post marked no earlier than 120 days or later than 60 days prior to the contract ending date. The parties may open negotiations at any time by mutual agreement.

2. Negotiating teams will consist of a maximum of three (3) persons designated by the exclusive representative and the Governing Body. (Ord. 2020-03, 4/7/20)

3. Recesses and study sessions may be called by either team. Prior to these recesses or study sessions the reconvening time will be agreed upon. A caucus may be taken as needed, and the Governing Body may enter into executive session to consider accepting or tendering offers concerning wages, salaries, benefits and other terms of employment. (Ord. 2020-03, 4/7/20)

4. Employees who are members of the exclusive representative's negotiating team will be released from their normal duties without pay to participate in negotiations.

5. Tentative agreement reached during negotiations will be in writing, dated and initialed by each team spokesperson.

6. Agreement on contract negotiations is accomplished when the union president and the mayor sign the agreement after ratification by the bargaining unit employees and governing body, respectively. Multi-year agreement, which include economic increases in subsequent years shall be considered ratified if and when the governing body appropriates the funds necessary to fund the increase for subsequent years.

B. The following impasse procedure shall be followed by the employer and the exclusive representatives:

1. If an impasse occurs, either party may request a mediator. Unless the parties can agree on a mediator, a mediator from the Federal Mediation and Conciliation Service will be requested to assist negotiations.

2. If the impasse continues after a thirty day mediation period, either party may

request that a fact-finder be assigned to the negotiations. A fact-finder will be selected by the parties from a list of individuals requested from the Federal Mediation and Conciliation Service.

3. The fact-finders shall conduct hearings and submit written findings and recommendations to the parties. The fact-finder may take into account only the following factors:

(i) past bargaining contracts between the parties including the past bargaining history that lead to such contracts;

(ii) comparison of wages, hours and conditions of employment of other employees doing comparable work, giving consideration to factors peculiar to the market area and the employee classifications involved;

(iii) comparison of wages, hours and conditions of employment as reflected by public employers in general, and as paid by the same or similar public employers reasonably proximate to the City;

(iv) the interests and welfare of the public; and

(v) the ability of the city to finance economic adjustments and the effect of such adjustments on the normal standard of public services provided by the City.

4. The fact-finder may not create his own settlement but may recommend a potential settlement.

5. If no agreement has been reached within thirty (30) days of the issuance of the fact-finder's recommendation, the recommendation of the fact finder will be forwarded to the governing body. The governing body, following opportunity for the exclusive representative and the City's bargaining agent(s) to fully present their respective positions, may accept or modify the fact finder's recommendation and institute their decision. The decision shall be incorporated into the bargaining agreement for the specified length of the agreement.

6. The cost of the impasse proceeding that requires a third party shall be borne equally by the parties to the impasse.

7. During the negotiating process,

including the impasse procedure, individual elected officials are prohibited from discussing any issue, which is a subject of negotiations, with public employees of the bargaining unit involved in negotiations and employees of the exclusive representative.

17-113 Void Provisions.

A. Any terms of a bargaining agreement which purport to restrict the rights of management and of the public as contained in Section 6, shall be null and void and wholly unenforceable.

B. Any bargaining agreement which contains a provision for automatic renewal or extension shall be void in its entirety unless such renewal or extension requires the consent of both parties. Unless renewed or extended as provided above, no agreement shall be valid if it extends for less than one (1) year nor for more than three (3) years.

C. The term(s) of any bargaining agreement whose implementation would be inconsistent with spending, or budget, or would substantially impair or limit the performance of any statutory duty by the City shall be null, void and unenforceable.

17-114 Employers Prohibited Practices

A. Neither the City nor its representatives shall:

1. Discriminate against an employee with regard to terms and conditions of employment because of the employee's membership or non-membership in a labor organization certified under the provisions of this ordinance;

2. Interfere with, restrain or coerce any employee in the exercise of any right guaranteed under the Labor Management Relations Ordinance;

3. Dominate or interfere in the formation, existence or administration of any labor organization;

4. Discriminate in regard to hiring, tenure or any term or condition of employment in order to encourage or discourage membership in a labor organization;

5. Discharge or otherwise discriminate against an employee because he has signed or filed an affidavit, petition, grievance or complaint or given any information or testimony under the provision of the Labor Management Relations Ordinance or because an employee is forming, joining or choosing to be represented by a labor organization.

6. Refuse to bargain with the exclusive representative;

7. Refuse or fail to comply with any provision or the Labor Management Relations Ordinance, or;

8. Refuse or fail to comply with any bargaining agreement.

B. In the event of a violation of this Section by the City or its representative(s), the aggrieved employee or labor organization may file a grievance with the governing body or file a civil action to enjoin the violation in the Third Judicial District Court in and for Sweetwater County, Wyoming.

17-115 Public Employees Prohibited Practices.

A. A public employee, labor organization or its representatives shall not:

1. Discriminate against an employee with regard to labor organization membership or because of race, color, religion, creed, age, sex, national origin or disability;

2. Discriminate against an employee because of non-membership in a labor organization;

3. Solicit membership for an employee or labor organization during the employee's duty hours;

4. Interfere with, restrain or coerce any employee in the exercise of any right guaranteed by the provisions of the Labor Management Relations Ordinance or by State or Federal Law.

5. Interfere with, restrain or coerce any elected official, employee or representative of the employer in the conduct of his duties;

6. Refuse to bargain with the employer;

7. Refuse or fail to comply with any

bargaining or other agreement with the employer;

8. Refuse or fail to comply with any provision of the Labor Management Relations Ordinance; or

9. Interfere with or coerce the employer in the selection of its agent(s) for bargaining;

10. Interfere with the normal process of negotiations between the duly authorized negotiating teams of the employer and the exclusive representative;

11. During the negotiating process, including any impasse procedure, discuss any issue with individual elected officials which is a subject of negotiations;

12. Dominate or interfere with the administration of the City.

B. A labor organization shall not make any contribution out of funds of the labor organization in support of any candidate for the governing body, provided, however, this section shall not prohibit voluntary contributions by individuals.

17-116 Strikes and Lockouts Prohibited & Remedies.

A. No employee or labor organization shall engage in a strike. No employee labor organization shall cause, instigate, encourage or support a strike. No employer shall cause, instigate or engage in any employee lockout.

B. The City may, under this Ordinance, bring suit to recover from a labor organization all incidental costs and expenses incurred by the City in responding to or operating during a strike called by, caused by, supported by, or instigated by the labor organization. Any money saved by the City resulting from wages not paid during a strike shall not be set off against expenses incurred by the City for purposes of determining liability under this section.

C. In the event of a violation of any of the provisions of this section, by either the City, a public employee and or labor organization, the aggrieved party may file a grievance with the governing body or file a civil action in the Third Judicial District Court in and for the County of Sweetwater,

Wyoming to enjoin the violation.

D. Violation of this section, by an employee may result in disciplinary action up to and including termination.

E. Whenever the City believes that a strike creates clear and present danger to the health or safety of the public, the City may petition the Third Judicial District Court within and for the County of Sweetwater, Wyoming, to issue a temporary restraining order enjoining the strike. If the Court finds probable cause to believe that the strike may be a clear and present danger to public health or safety, it has jurisdiction to issue a temporary restraining order in accordance with state law.

17-117 Agreements Valid-- Enforcement,

All bargaining agreements and other agreements between employers and exclusive representatives are valid and enforceable according to their terms when entered into in accordance with the provisions of the Labor Management Relations Ordinance.

17-118 Use of Official Time.

Solicitation of dues, payments, or other internal business of an employee organization, shall be conducted during the non-duty hours of employees involved. Employees who represent or act on behalf of a certified employee organization shall not be on paid working time when bargaining with the City or when adjusting grievances.

17-119 Severability.

If any part or application of the Labor Management Relations Ordinance is held invalid, the remainder of its application to other situations or persons shall not be affected.

17-120 Effective Date.

(Ord. No. 95-03, 4-18-95).