

LABOR BARGAINING PROTOCOL
AGREEMENT

THIS PROTOCOL AGREEMENT is entered into the day and year first written below by and between the Executive Branch (hereinafter "Mayor") and the Legislative Branch (hereinafter "Council") of the City government; and

WITNESSETH

WHEREAS, that the City's labor negotiation policy has been memorialized in a Resolution passed by the City Council as Resolution No. 41 of 1984 and, may, hereafter, be adopted as a City ordinance, which writings delineate, among other relevant matters, bargaining processes, impasse resolution mechanisms and the functions and duties of the Executive and Legislative branches of government with regard to collective bargaining; and

WHEREAS, each branch of City government desires to preserve and respect their separate functions, but each desires cooperative interaction during the bargaining process to minimize misunderstandings and delays which may prejudice rather than foster desired labor harmony; and,

WHEREAS, the Council and Mayor desire the labor bargaining process to be fair and deliberative; yet, it must be conducted in a timely manner that comports with orderly budget development; and

WHEREAS, in mutual respect for their separate but equal roles in City governance, they desire to memorialize a protocol to facilitate their orderly and meaningful interaction in this volatile area of labor bargaining;

NOW, THEREFORE, the Mayor and City Council mutually agree to the following procedural protocol:

1. Winter Consultation. The Mayor and Council will meet in a strategy session as a closed meeting under the Utah Open Meetings Act, and a Council budget briefing before ~~February 28~~ March 15 of each year. Among the matters presented and discussed will be the following:

- (a) The Mayor or the Mayor's designee will brief the Council on revenue projections for the coming fiscal year and the projected budgetary impact of employee compensation;
- (b) The Mayor or the Mayor's designee will present the expected labor issues for the coming bargaining year and anticipated compensation demands by City employees. The Mayor or designee will discuss Executive Branch negotiating objectives;
- (c) The Council may provide the Mayor a summary of labor and compensation issues the Council desires to be considered in the negotiating process and those it wishes to be included in the employee compensation package. In addition, the Council will provide the Mayor a copy of the City Council Policy on Labor Relations which is updated each year; and
- (d) The Council will provide the Mayor a tentative commitment concerning what the Council would be willing to fund for employee compensation and benefit program for the coming City fiscal year.

2. Negotiations with Joint Understandings. The Mayor will undertake negotiations with the Certified Bargaining Units, consistent with City law, and seek to reach an agreement within the tentative financial commitments given by the Council by May 20th; provided, however, that if no such funding commitments or objectives are given by the Council, the Mayor will still negotiate, in order to reach an agreement with the Certified Bargaining Units. In these negotiations, the Mayor will give due consideration to each of the stated Council negotiating objectives. However, the parties mutually acknowledge their separate roles and responsibilities under the City's optional form of government and that neither is legally bound by these understandings or positions.

3. Complete Negotiations by May 20; Cost Disclosure

(a) May 20 Deadline. The Mayor will use her/his best efforts to complete all negotiations with the Certified Bargaining Units on or before May 20th of that year and forward agreements to the Council for ratification, consistent with City law.

(b) Disclosure, if Labor Proposal Exceeds Council Tentative Approval. If the proposed Agreement negotiated by the Mayor exceeds the tentative Council funding approvals, the Mayor shall include with the aggregate transmittal, a letter: (1) providing an estimate of the aggregate cost of the agreement; (2) identifying the deviations from any tentative understanding of the Council; and (3) specifying the cost of each such deviation (including disclosure of non-cash benefits such as vacation, leaves of absences and the like, and pension, insurance, overtime, compensatory time, and matters requiring cash payments separate from employee salaries).

(c) Disclosure, if Labor Proposal is Within Council Tentative Approvals. If the compensation package negotiated is at or under the funding level tentatively approved by the Council, the Mayor shall state the estimated total cost of the compensation package and include disclosure of all non-cash benefits such as vacation, leaves of absences, etc.

4. Periodic Council Briefing During Negotiations; Modification of Council Positions.

(a) Mayor Duty to Inform Council. As negotiations proceed towards agreement or impasse, the Mayor shall periodically keep the Council apprised of the status of the negotiations and areas of likely impasse.

(b) Council Duty to Notify Mayor of Policy Change. The Council will notify the Mayor, in writing, as soon as practicable of any change in its earlier position on labor issues.

(c) Duty to Meet and Confer. Should said modifications to the Council's tentative funding commitment (or in the package previously presented by the Mayor) occur, the parties shall meet as soon as practicable and seek to arrive at a mutually acceptable negotiating position for the City. Either party to this protocol may calendar and call a meeting for this purpose, upon reasonable notice and at mutually convenient times.

(d) Written documentation for briefings. The Administration agrees to provide written briefing documentation to the City Council and its designated staff members before each labor briefing session. It is mutually understood and agreed that the records provided to the Council during negotiations are "protected" under Section 63-2-304(22) of the Government Records Access Management Act (GRAMA) and Section 2.64.070 of the Salt Lake City Code. Since the records are "protected," they shall not be disclosed unless otherwise required by law. The records may be shared internally among the Council Members and staff on a need-to-know basis, provided that they maintain the "protected" classification and are not given to others, including City employees or their representatives. As provided in Section 51-4-5 of the Open and Public Meetings Act, Council meetings scheduled to discuss the records shall be closed. This provision applies only to periodic written briefings to the City Council during negotiations. It is understood that the final Memorandum of Understanding and records discussed in (e) below may be disclosed.

(e) Briefing on total compensation package at the end of negotiations. The administration will provide a full written briefing that outlines the total compensation package, including those portions that the administration intends to be absorbed within the departmental budgets at the end of the negotiation process.

5. Council Initiated Compensation Ordinances. In the event agreements with the certified bargaining units of the City are not completed and presented to the Council by May 20th or any later impasse date prescribed by City law, the Council reserves the right to set compensation and employee benefits by ordinance. The City Attorney will prepare the necessary legislation to implement a compensation package, as directed by the Council; this employee compensation package will become effective on the first day of the applicable fiscal year.

6. Termination. Either party to this protocol may terminate it upon 30 days prior written notice.

| DATED this _____ day of _____ 2004~~2002~~.

SALT LAKE CITY COUNCIL

By _____
CHAIRPERSON

MAYOR

ATTEST

CITY RECORDER