

CHAPTER 19 – PERSONNEL

Sec. 19-24. Employee Organization; meet and confer process; resolution procedures; city council determination.

(a) The mediation process shall be voluntary and non-binding. It is a structured process and designed to resolve problems using the assistance of a neutral third person or persons to assist the parties to reach a voluntary agreement to resolve the dispute. Any party may withdraw at any time by notifying the Mediator and the other party in writing of its intent to withdraw. If either party refuses to participate or withdraws from the mediation process, the matter shall be addressed in accordance with paragraph (f). While participating in Mediation, the parties agree to make a good faith attempt to resolve the matter through mediation, to cooperate with the Mediator and to be open, candid and complete in their efforts to resolve the dispute. The Mediator facilitates the meet and confer process, but not impose his or her views of what the agreement should be.

(b) The Mediator shall be selected by mutual agreement of the parties. The cost for the services of the mediator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Public Employer and the Employee Organization.

(c) Each party will submit to the Mediator the Tentative Agreements any material information as it deems necessary to familiarize the Mediator with the dispute. Submissions may be made in writing or orally. The Mediator may request any party to provide clarification and additional information. The Mediator may request each party separately or at a joint meeting to present its case informally to the Mediator. The mediation process will be confidential. The parties and the Mediator will not disclose to third parties any information regarding the process, settlement terms, or the reasons for the impasse.

(d) The Mediator will control the procedural aspects of the mediation. There will be no direct communication between the parties without the concurrence of the Mediator. The Mediator will be free to meet and communicate separately or jointly with each party. The mediation will continue until: 1. A settlement is reached. 2. One of the parties withdraws from the process, or 3. The Mediator concludes and informs the parties that further attempts at resolution will not be useful.

(e) If the parties fail to develop mutually acceptable settlement terms, the Mediator may, before terminating the procedure, submit to the parties a recommended settlement proposal. The parties agree in good faith to consider such proposal and discuss the same. In event the settlement recommendations of the Mediator are not acceptable to both parties, the issues in dispute shall be submitted to the City Council.

(f) If a Memorandum of Understanding has not been entered into as the result of mediation by February 7 of the year when the current Memorandum of Understanding will expire, the Employee Organization and Public Employer shall provide in writing to the City Clerk, who will transmit to the City Council, a list of Tentative Agreements and a list of those items where agreement was not reached.(g) No later than February 28, the City Council shall conduct a meeting to address those items provided by the Employee Organization and Public

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Employer pursuant to Subsection (f) where agreement was not reached. At that meeting the City Council will provide an opportunity for the Employee Organization and Public Employer to present their positions on those items. Following the presentations, the City Council shall provide direction concerning the items in dispute. The City Council's directions on the disputed items, together with the Tentative Agreements, shall serve as a proposed Memorandum of Understanding ("Proposed MOU").

(h) Following a City Council meeting described in Subsection (g), the Public Employer shall provide the Proposed MOU to the Employee Organization for consideration consistent with Section 19-21. If the Employee Organization ratifies the Proposed MOU, the Proposed MOU will be presented to the City Council for consideration at the next regularly scheduled City Council meeting. If the Employee Organization does not ratify the Proposed MOU, the City Council shall take such action as it deems in the public interest, including the interest of the employees involved. Such City Council action may include adopting a Resolution prescribing work rules, compensation, and other Meet and Confer items. If a mediator has submitted recommendations to the City Council pursuant to Subsection (e), the City Council may reject, accept or modify any recommendations of the Mediator.

(Ord. No. 92-22, 5/26/92, Amended)

(Ord. No. 2010-05, 02/19/2010, Renumbered from 9-19 to 9-23) SUPP 2010-01

(Ord. No. 2014-12, 04/01/2014, Amended) SUPP 2014-2