



# CITY OF LAUREL, MARYLAND

## ORDINANCE NO. 2017

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF LAUREL, MARYLAND TO AMEND THE LAUREL CITY CODE TO REMOVE ARTICLE IV LABOR CODE FROM CHAPTER 12 POLICE DEPARTMENT AND CREATE A NEW LABOR CODE CHAPTER 13 AND PROVIDE FOR AN EFFECTIVE DATE.**

*Sponsored by the President at the request of the Administration.*

**WHEREAS**, the Mayor and City Council of Laurel, Maryland adopted Ordinance Number 752 on May 14, 1984, approving a recodification of the ordinances for the City of Laurel City Code; and

**WHEREAS**, the Mayor and City Council desires to amend the City Code to remove Article IV, Labor Code, from Chapter 12, Police Department, and create a new Labor Code, being Chapter 13 to the City Code; and

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED**, by the Mayor and City Council of Laurel, Maryland that Article IV of the Laurel City Code, being the Labor Code, is hereby removed from Chapter 12, Police Department, and placed in Chapter 13, entitled Labor Code, as follows:

### **Sec. 13-1. Legislative findings and purpose.**

- (a) *Title of article.* This article shall herein be referred to as the Labor Code of the City of Laurel, Maryland, or "labor code."
- (b) *Legislative findings.* It is the public policy of the Mayor and City Council and the purpose of this labor code to promote a fair, harmonious, peaceful and cooperative relationship between the management of the City and those employees of the City Police Department and Department of Public Works who are covered by this labor code and to safeguard the public by assuring the responsive, orderly, efficient and continuous operation of the departments.
- (c) *Purpose.* Pursuant to the authority set forth in the Charter of the City of Laurel, which authorizes the Mayor and City Council to enact by ordinance or amendment a system of rules and regulations to govern the process, the Mayor and City Council enact this article for the following purposes:
  - (1) To provide procedures for: (a) non-managerial sworn police officers holding the rank of sergeant or below within the Laurel Police Department; and (b) non-confidential employees and positions of Project Inspector I, Project Inspector II, Crew Leader 450, Crew Leader 425, Crew Leader 445, Equipment Operator



450, Equipment Operator I 425, Equipment Operator I 415, Equipment Operator II 420, Equipment Operator I 415, Equipment Operator II 415, Auto Mechanic, Laborer I 450, Laborer I 420, Laborer I 415, Laborer I 425, Laborer II 450, Laborer II 415, Laborer II 420, Laborer II 425, Laborer III 450, Laborer III 425, and Laborer III 415 within the Department of Public Works (DPW); to participate in the formulation and implementation of policies establishing or affecting their conditions of employment;

- (2) To recognize the right of said employees to organize for the purpose of collective bargaining;
- (3) To provide a means by which said employees may select a collective bargaining representative;
- (4) To require the Mayor of the City or his or her designee to meet and confer with the collective bargaining representative(s) of said employees and to negotiate and enter into written agreements on certain matters of wages, hours and other terms and conditions of employment; and
- (5) To establish a method of dispute resolution.

### **Sec. 13-2. Definitions.**

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

(a) *Police Bargaining Unit.* All sworn police officers of the City assigned to the City Police Department holding the rank of sergeant or below, excluding managerial employees and confidential employees.

(b) *Public Works Bargaining Unit.* Employees of the City Assigned to the City Department of Public Works holding the position of auto mechanic and below, specifically Project Inspector I, Project Inspector II, Crew Leader 450, Crew Leader 425, Crew Leader 445, Equipment Operator 450, Equipment Operator I 425, Equipment Operator II 420, Equipment Operator II 415, Equipment Operator I 415, Equipment Operator I 420, Auto Mechanic, Laborer I 420, Laborer I 415, Laborer I 425, Laborer II 415, Laborer II 420, Laborer II 425, Laborer III 425, Laborer III 415, Laborer I 450, Laborer II 450, Laborer III 450 excluding managerial, and confidential employees.

(c) *Confidential employee.* Any administrative Employee or sworn police officers who assist in a confidential capacity; persons who formulate, determine and effectuate management policies in the field of personnel and labor relations.

(d) *Employee.* A person employed by: (a) the City Department of Public Works holding the position of auto mechanic and below, excluding managerial and confidential employees, specifically Project Inspector I, Project Inspector II, Crew Leader 450, Crew Leader 425, Crew Leader 445, Equipment Operator 450, Equipment Operator I 425, Equipment Operator I 420, Equipment Operator II 420, Equipment Operator I 415, Equipment Operator II 415, Auto Mechanic, Laborer I 450, Laborer I 420, Laborer I 415, Laborer I 425, Laborer II 450, Laborer II 415, Laborer II 420, Laborer II 425, Laborer III



450, Laborer III 425, and Laborer III 415; or (b) the City Police Department who is classified as a police officer, who has completed the initial entrance training for certification as sworn police officer and holds the rank of sergeant or below. This definition and this labor code shall in no way serve to modify any personnel policy of the City relative to probationary period or State Law regarding discipline of Law Enforcement Officers.

(e) *Employee organization.* Any lawful organization that admits certain City Employees to membership, the primary purpose of which is to represent certain City Employees concerning wages, terms and conditions of employment, provided that the term "employee organization" shall not be defined to include any organization that discriminates on the basis of race, color, sex, creed or national origin, with regard to the acquisition or retention of membership or in accepting or advancing members in any training, apprenticeship or employment program.

(f) *Employer.* The Mayor and City Council of Laurel, Maryland.

(g) *Grievance.* A dispute concerning the application or interpretation of the terms of a collective bargaining agreement between an employee organization and the employer.

(h) *Labor board.* The labor board shall consist of: (a) the City Administrator or Deputy City Administrator; (b) the Human Resources Officer; and (c) the president or designee of the bargaining unit, and who is not the appointed City Police Chief or the City's Director of Public Works.

(i) *Lockout.* A lockout is a temporary work stoppage or denial of employment during a labor dispute initiated by the management of a company. This is different from a strike, in which employees refuse to work. It is usually implemented by simply refusing to admit employees onto company premises, and may include actions such as changing locks and hiring security guards for the premises.

(j) *Managerial employee.* An employee of the City assigned to the City Police Department or the City Department of Public Works who has the authority to exercise independent judgment in the interest of the employer to recommend the hire, transfer, suspension, layoff, recall, and to promotion of employees; who has the responsibility to direct them or adjust their grievances, or effectively to recommend such action; If, in connection with the foregoing, the exercise of such authority is not of a routine or clerical nature but requires the use of independent judgment. For the City Police Department, this shall include sworn police officers of the rank of lieutenant or higher, but not including those employees who are sworn police officers of the rank of sergeant or lower; for the Department of Public Works, this shall include the following employees: Director; Deputy Director; City Engineer, Streets & Engineering Supervisor; Chief Supervisor; Fleet Maintenance Supervisor, Waste Management Supervisor; and Street Maintenance Supervisor.



(k) *Non-managerial sworn police officer.* Any sworn police officer of the City assigned to the City Police Department who is not a managerial or confidential employee as defined herein and holds the rank of sergeant or below.

(l) *Strike.* The failure to report for duty, the willful absence from positions, the stoppage or slowdown of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, coercing or preventing a change in compensation or rights, privileges, obligations or other terms and conditions of employment, whether by concerted or individual action.

(m) *Terms and conditions of employment.* All wages, benefits and other matters relating to the employment of employees in the bargaining unit, including, but not limited to, holidays, retirement, medical benefits and coverage, sick leave, paid and unpaid leave, military leave, overtime, allowances, equipment, and training.

### **Sec. 13-3. Labor Commissioner.**

- (a) There shall be a Labor Commissioner who shall exercise the authority and perform the functions assigned pursuant to this labor code. The Labor Commissioner shall be appointed by the Mayor in consultation with the bargaining unit and shall be confirmed by the City Council. The Labor Commissioner shall be compensated by the City.
- (b) The Labor Commissioner shall be appointed for specific matters as they may arise under this code. The Labor Commissioner can be selected from the Laurel community, Prince George's County, or from a list of individuals supplied by the American Arbitration Association in response to a joint letter from the City and the exclusive representative representing unionized City employees. The list shall be comprised of individuals with prior work experience in labor matters who reside in Maryland, the District of Columbia or Virginia. The Mayor or his/her designee and the exclusive representative shall confer within ten (10) days of receipt of the list; if they are unable to agree on an individual from said list, they shall alternately strike names from the list until one (1) person remains, and that person shall serve as Labor Commissioner for the specific matter. The costs of the Labor Commissioner shall be paid by the City.
- (c) The Labor Commissioner appointed for a specific matter shall have the following authority with respect to that matter:

#### **(1) Administration.**

- a. The Labor Commissioner shall be charged with the interpretation of the labor code and shall be further authorized to make any rules and regulations as may be necessary or proper to effectuate the purposes and intent of the labor code.
- b. The Labor Commissioner may appoint a representative or representatives to perform investigative, administrative, ministerial, procedural, or other tasks



associated with the duties assigned pursuant to this section, as approved by the Mayor.

*(2) Representation.*

- a. The Labor Commissioner may: grant or revoke certification per the provisions of Section (13-7) of any employee organization as the exclusive bargaining representative of employees in the bargaining unit;
- b. supervise the conduct of representation elections; and
- c. determine the appropriateness of the employee organizations.

*(3) Unfair labor practices.* The Labor Commissioner shall investigate and adjudicate unfair labor practice charges and determine remedies for unfair labor practices in accordance with the procedures and intent of this labor code.

- (d) Decisions of the Labor Commissioner shall be in writing. Any party aggrieved by a decision of the Labor Commissioner may file an appeal to the labor board within thirty (30) days of the issuance of the Labor Commissioner's decision. The decision of the labor board shall be final, subject only to judicial review by the Prince George's County Circuit Court.

**Sec. 13-4. Employee rights.**

- (a) Employees shall have the right of self-organization; to form, join, or assist employee organizations; and to bargain collectively through representatives of their own choosing on terms and conditions of employment. Employees shall also have the right to refrain from any or all such activities.
- (b) Employees shall be free from retaliation for the exercise of any rights set forth herein, or for participating in any proceeding established pursuant to this labor code.
- (c) Employees holding the position of president and vice president shall be allowed to attend conferences related to collective bargaining and contract negotiation using no more than the equivalent of two (2) workdays of administrative leave per year for each employee. The City shall not be responsible for conference fees, travel expenses, lodging expenses or per diem expenses for such conferences.
- (d) Nothing in this labor code shall prohibit an employee from presenting, discussing, or resolving any grievance directly with the employer per established City policy and without the intervention of the employee organization that represents the bargaining unit, provided that any adjustment of the grievance made shall not be inconsistent with the terms of any applicable collective bargaining agreement. Employees choosing this method of grievance resolution shall not be able to utilize any other grievance procedure contained herein.

**Sec. 13-5. Employer rights.**

- (a) The employer shall have the following rights:



- (1) To determine the budget of the City, including the and the City Department of Public Works, as provided within the City Charter and Code, including, without limitation, all financial obligations and expenditures, and to exercise its taxing authority as provided for by the City Charter;
  - (2) To determine the ways and means to allocate funds to its various departments and projects;
  - (3) To establish methods and procedures for fulfilling the City's mission;
  - (4) To determine how and when to deploy its personnel;
  - (5) To establish, suspend, relocate or discontinue operations, facilities, stations, services, including, without limitation, to reduce personnel;
  - (6) To determine the manner in which personnel will be used to effectuate the City's mission to ensure the public safety;
  - (7) To adopt reasonable rules, regulations, policies and general orders pertaining to the applicable department's purpose, operation, techniques, efficiency and management, provided that they are not inconsistent with the terms of the collective bargaining agreement, and further provided that during negotiations for a collective bargaining agreement, the exclusive representative and the City shall have the right to discuss rules, regulations, policies and general orders;
  - (8) To determine staffing, including with regard to the Police Department, but not limited to, the use of full and part-time police officers, police officer candidates, cadets, auxiliary, or reserve police, and the number of such staff;
  - (9) To suspend, demote, discharge or take disciplinary action against employees for just cause, and subject to the provisions of applicable State law.
- (b) The employer shall not enter into or become bound by any collective bargaining agreement pursuant to this labor code that contains terms that infringe upon or limit the rights set forth in this section, or any rights granted to the City through its Charter or Code that are not inconsistent with any collective bargaining agreement. The employee relations board in determining a grievance under a collective bargaining agreement shall not have the authority to add to, alter, amend, delete, modify or infringe upon any of the rights set forth in this section, or that are inconsistent with any rights established in the City Charter or Code.

#### **Sec. 13-6. Collective bargaining.**

- (a) *Bargaining in good faith.* Upon certification of an employee organization by the Labor Commissioner, the employer and the employee organization shall have the duty, through officials or their designated representatives, to negotiate collectively and in good faith with respect to the subjects of bargaining enumerated in this section, and to reduce to writing the matters agreed upon as a result of such negotiations.
- (b) *Employer/employee organization representative.*
  - (1) The Mayor shall appoint the employer's representative or representatives for the purpose of conducting any bargaining with a certified employee organization.



- (2) The employee organization shall appoint a representative or representatives, who may or may not be president of the employee organization for the purpose of conducting any bargaining with the employer.
- (c) *Subjects of bargaining.* The employer and employee organization may bargain collectively and reach agreement on the following subjects of bargaining:
  - (1) Wages and other forms of remuneration;
  - (2) Terms and conditions of employment as defined in the employment policies of the City; and
  - (3) Employee benefit plans;
  - (4) Duration of any collective bargaining agreements; and
  - (5) Grievances.
- (d) *Scope of bargaining.* The employer shall not enter into, or be bound by, any collective bargaining agreement, amendment thereto or other agreement that addresses a subject of bargaining not specifically enumerated in this section, or which alters, amends, deletes, modifies or infringes upon any of the employer rights enumerated in section 13-5, or any other applicable section of the City Charter or Code.

**Sec. 13-7. Representation.**

- (a) Certification of representative. No collective bargaining agreement shall be valid or enforceable unless it is between the employer and an employee organization that is certified by the Labor Commissioner as the exclusive bargaining representative for employees in the bargaining unit.
- (b) The employee organization shall have been selected or designated by a majority of employees in the bargaining unit.
- (c) Procedures.
  - (1) *Certification election.* An employee organization seeking exclusive bargaining representative status for employees in the bargaining unit shall file a petition with the Labor Commissioner accompanied by evidence that at least thirty (30) percent of the employees in the bargaining unit have designated the employee organization as their exclusive bargaining representative. Within thirty (30) days of filing a petition for certification, the Labor Commissioner shall conduct a secret ballot election. If the results of the secret ballot election establish that a majority of those bargaining unit employees voting in the election designate the petitioning employee organization as their exclusive bargaining representative, then the Labor Commissioner shall certify the employee organization as the exclusive bargaining representative and shall authorize the employer to bargain collectively with the employee organization.
  - (2) *Voluntary recognition.* Employer reserves the right to voluntarily recognize an employee organization as representative of the employees so long as employer is satisfied that such organization represents more than fifty (50) percent of



Bargaining Unit members, as evidenced by either a letter from the bargaining organization or certificates, either of which shall include the signatures of at least fifty-one (51) percent of the Bargaining Unit members that are covered by this labor code.

- (3) *Decertification election.* Any employee seeking to terminate the certification of an employee organization as the exclusive bargaining representative of employees in the bargaining unit may file a petition with the Labor Commissioner accompanied by documentary evidence that at least thirty (30) percent of the employees in the bargaining unit have expressed their desire to remove the employee organization as their exclusive bargaining representative. Within thirty (30) days of the filing of a petition for decertification, the Labor Commissioner shall conduct a secret ballot election. If the results of the secret ballot election establish that a majority of all employees in the bargaining unit no longer wish to have the employee organization as their exclusive bargaining representative, then the Labor Commissioner shall decertify the employee organization as the exclusive bargaining representative of the employees in the petitioned-for unit.
- (4) No election specified within sub-sections (1), (2) or (3) as set forth above may be conducted more frequently than once every twenty-four (24) months for each such allowable election.

#### **Sec. 13-8. Unfair labor practices.**

- (a) *Employer unfair labor practices.* It shall be an unfair labor practice for the employer by and through its officers, agents or representatives to engage in the following conduct:
  - (1) Interfere with, restrain or coerce employees in the exercise of their rights guaranteed under this labor code;
  - (2) Discriminate in with regard to the hire or tenure of employment, or any term or condition of employment intended to encourage or discourage membership in any employee organization;
  - (3) Directly or indirectly cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any lockout;
  - (4) Fail or refuse to negotiate in good faith with a certified employee organization;
  - (5) Retaliate against an employee because of that employee's exercise of rights guaranteed under this labor code; or
  - (6) Control or dominate an employee organization or contribute financial or other support to it.
- (b) *Employee organization unfair labor practices.* It shall be an unfair labor practice for an employee organization, by and through its officers, agents and or representatives, to engage in the following conduct:



- (1) Interfere with, restrain or coerce employees in the exercise of their rights guaranteed under this labor code;
- (2) Induce the employer or its representatives to commit any unfair labor practice;
- (3) Directly or indirectly cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike;
- (4) Fail or refuse to negotiate in good faith with the employer; or
- (5) Retaliate against an employee because of that employee's exercise of rights guaranteed under this labor code.

(c) *Procedures:*

- (1) *Charge and evidentiary hearing.* In the event that a claim is made that an unfair labor practice has been committed by either the employer or the employee organization, the complaining party shall file with the labor commissioner a verified complaint setting forth a detailed statement of the alleged unfair labor practice no later than thirty (30) days after the date of the alleged unfair labor practice. Upon receipt of said verified complaint, the Labor Commissioner shall serve a copy of said complaint to the appropriate representative of the subject of said complaint. The party complained of shall have the right to file a written answer to the complaint within five (5) days after service thereof. After investigation, the Labor Commissioner may issue an order dismissing the complaint, order a further investigation, or schedule an evidentiary hearing thereon at a designated time and place. Any such hearing shall be conducted without regard for the strict rules of evidence and a transcript of testimony shall be taken. The labor commissioner may designate a neutral fact finder to conduct the hearing and issue recommended written findings of fact and conclusions of law.
- (2) *Determination.* If, at the conclusion of all testimony, or upon consideration of the neutral fact finder's recommended findings of fact and conclusions of law, the Labor Commissioner determines that an unfair labor practice has been committed, the Labor Commissioner shall issue a written report stating his/her findings, and shall also issue and cause to be served upon the party committing the unfair labor practice an order requiring the party to cease and desist from such practice within a specified period, and may also take such further affirmative action as may be found to be necessary, and which is in compliance with the provisions of this labor code. If upon all the testimony, the Labor Commissioner determines that a prohibited practice has not been or is not being committed, he/she shall provide written findings of fact, and shall issue an order dismissing the complaint.
- (3) *Procedure in the event of a strike or lockout.* Nothing in this labor code shall prohibit or impede the employer or a certified employee organization from using all available lawful means to end a strike or lockout, including the initiation of legal proceedings to enjoin the strike or lockout.



- (4) *Mediation.* Nothing in this section shall prohibit the labor commissioner from personally conducting mediation to resolve unfair labor practice issues.

**Sec. 13-9. No strike/no lockout.**

- (a) *Purpose.* The services performed by employees are essential to the public health, safety and welfare. Accordingly, strikes and lockouts are prohibited.
- (b) *No lockouts.* The employer shall not, either directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any lockout.
- (c) *No strike by employees.* No employee shall, either directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike. Any such conduct by an employee shall be subject to immediate discipline in accordance with Applicable law, without recourse to the grievance procedure contained in an applicable collective bargaining agreement.
- (d) *No strike by employee organization.* No employee organization shall, either directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike. If any employee organization violates this provision, its certification as the exclusive representative, if any, shall be revoked and the employee organization shall thereafter be ineligible to participate in procedures under this labor code to become and/or remain the exclusive representative of employees of the employer for a period of not less than three (3) years.
- (e) *Other remedies.* The employer, employees and employee organizations shall have the right to pursue legal and equitable remedies in the appropriate courts in the event of a violation of this section, at the expense of whoever initiates such legal action. The prevailing party shall be entitled to reimbursement of funds expended for its cause from the non-prevailing party.

**Sec. 13-10. Check off.**

- (a) *Dues check off.* When an employee organization has been certified as the exclusive representative of the employees in the bargaining unit, it shall be the only employee organization eligible to obtain an agreement from the employer to deduct dues or service fees designated or certified by the appropriate officer of the employee organization from the pay of those employees in the unit who each provide written, signed and dated authorization, and to remit said dues to the employee organization without cost, subject only to check reissue fees. All authorizations shall be irrevocable for a period of one (1) year and shall be automatically renewable from year to year unless written notice of termination by the employee is received by the employer at any time prior to the first anniversary of the original authorization, or any such anniversary thereafter.
- (b) *Indemnification.* The employer shall not have the authority to enter into a collective bargaining agreement that authorizes the deduction of dues from pay unless the agreement contains a provision whereby the employee organization agrees to



indemnify the employer for any and all claims arising out of the deduction of dues and/or fees pursuant to this section.

- (c) *No compulsory union membership.* No agreement between the employer and an employee organization shall compel any employee to become and remain a member of the employee organization and/or pay dues.

**Sec. 13-11. Permissible union activities.**

Solicitation of members and dues, and other internal employee organization business shall be conducted only during the non-duty hours of the employees concerned. Employer requested or approved consultations and meetings between management officials and representatives of the recognized employee organization shall, whenever practicable, be conducted on official time. Negotiations between the employer and designated members of the employee organization for the purpose of negotiating a collective bargaining agreement shall be conducted during work hours.

**Sec. 13-12. Grievance procedure.**

All collective bargaining agreements between the employer and employee organization shall contain a grievance procedure that includes a provision for a binding decision by the labor board. The employer may, at its sole discretion, create a separate body to be named the employee relations board which shall have as its sole duty the hearing of grievances within this labor code, as well as any and all other duties assigned to it by the employer. Employer agrees that prior to naming members of such employee relations board that it will consult with the employees' bargaining unit(s) to obtain input with regard to any members proposed and/or any members that the bargaining unit would like to propose. Nothing herein shall require the employer to choose or not choose an individual based upon the employees' bargaining unit's recommendation. However, the employees' bargaining unit's recommendation shall be given appropriate weight in any decision as to who will be named as a member of the employee relations board. If the labor board remains the board to hear grievances, it shall be comprised of the members as noted herein without any further involvement of the employee bargaining unit.

**Sec. 13-13. Impasse in collective bargaining.**

- (a) *Timeline.* Regardless of the date upon which certification is issued to the employee organization, negotiations shall be held as scheduled by the Mayor, but shall be completed by no later than January 1 of the year following the initiation of the negotiations, subject to Sub-section (b) below. Any memorandum of understanding reached as a result of such negotiations shall become effective July 1 of the year following the initiation of such negotiations. Any such memorandum of understanding shall be presented to the Mayor and City Council for its approval at its first regular meeting in January, of the year following the year in which negotiations were initiated in order that sufficient time shall exist to implement same at the commencement of the next fiscal year, being July 1.



(b) *Impasse procedure.* If after a reasonable period of negotiation over the terms of a memorandum of understanding a dispute exists between the employer and the certified employee organization by January 1 of the year following the year in which negotiations were initiated, then the negotiations may be extended to no later than February 1. Should any such dispute not be resolved by February 1, shall be deemed that an impasse has been reached, at which time the matters in dispute shall be presented jointly by the parties in writing to the Mayor and City Council for hearing and resolution.

(c) *Hearing procedure.*

The Mayor and City Council shall hold a hearing on all disputed issues within thirty (30) days of the presentation of the dispute, and it shall issue its final decision within thirty (30) days of the conclusion of the hearing. The decision of the Mayor and City Council shall be final and binding upon the employer and the employee organization and shall be rendered at least forty (40) days before the beginning of the fiscal year. The decision of the Mayor and City Council shall be in writing and a copy shall be served on the employer and employee organization at the time the Mayor and City Council issues a final decision. Mayor and City Council shall establish the date, time, and place of all hearings, administer oaths, issue subpoenas to compel the attendance of witnesses to appear, and issue subpoenas duces tecum to compel the production of documents and other tangible evidence, In reaching its decision the mayor and city council they may take into consideration any factors it considers significant to reaching the determination, including, but not limited to, the following factors:

- a. Wages, benefits and other working conditions of other local government employees employed in bargaining units of similar employees in other municipal or county agencies of a similar size and demographics;
- b. The value of other benefits available to or received by City employees;
- c. Cost-of-living information; or
- d. The availability of funds.

(d) *Mediation.* Nothing herein contained shall be construed as prohibiting the Mayor and City Council from referring the dispute to a qualified mediator at any time prior to the issuance of its final and binding decision.

**AND, BE IT FURTHER ENACTED AND ORDAINED,** that this Ordinance shall take effect on the date of its passage.

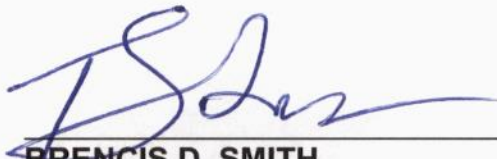


PASSED this 25<sup>th</sup> day of September, 2023.

ATTEST:

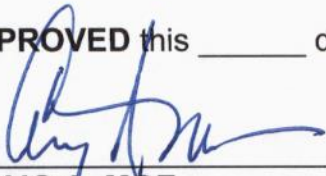


SARA A. GREEN, CPM, CMC  
City Clerk



BRENCIS D. SMITH  
President of the City Council

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.



CRAIG A. MOE  
Mayor