

**CITY of ALBUQUERQUE
TWENTY FOURTH COUNCIL**

COUNCIL BILL NO. O-20-42 ENACTMENT NO. O-2020-045

SPONSORED BY: Lan Sena, by request

1 **ORDINANCE**
2 **AMENDING THE LABOR MANAGEMENT RELATIONS ORDINANCE TO**
3 **ENSURE COMPLIANCE WITH CHANGES TO STATE LAW REGARDING PUBLIC**
4 **EMPLOYEE BARGAINING, CLARIFY NEGOTIATION AND PROHIBITED**
5 **PRACTICE PROCEDURES, AND MORE ACCURATELY REFLECT THE**
6 **CURRENT PRACTICES AND UPDATED DEPARTMENT NAMES OF THE CITY.**
7 **BE IT ORDAINED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF**
8 **ALBUQUERQUE:**

9 **SECTION 1:**

10 **“§ 3-2-1 SHORT TITLE.**

11 **This article may be cited as the "City of Albuquerque Labor-**
12 **Management Relations Ordinance."**

13 **§ 3-2-2 PURPOSE.**

14 **The City Council declares that it is the public policy of the city, and**
15 **purpose of this article:**

16 **(A) To allow the city employees to organize and bargain**
17 **collectively with the city government;**

18 **(B) To promote harmonious and cooperative relationships**
19 **between all parties; and**

20 **(C) To protect the public interest by assuring, at all times, the**
21 **orderly and uninterrupted operations and functions of the city government.**

22 **§ 3-2-3 DEFINITIONS.**

23 **For the purpose of this article, the following definitions shall apply**
24 **unless the context clearly indicates or requires a different meaning.**

25 **BOARD. The City Labor-Management Relations Board.**

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1 **CITY EMPLOYEE.** Any permanent, non-probationary employee of the
2 city except officials elected by popular vote or appointed to fill vacancies in
3 elective offices; members of boards, commissions, and heads of agencies
4 appointed by the Mayor; heads of agencies appointed by boards and
5 commissions; supervisors; temporary or seasonal employees; employees
6 paid wholly and directly from funds of the United States Government; and
7 individuals privy to confidential matters of the city government affecting the
8 employer-employee relationship, or any other individuals defined under § 3-2-
9 9(D).

10 **CITY GOVERNMENT.** The government of the city acting through and
11 for its agencies, departments, divisions and branches and bureaus.

12 **COLLECTIVE BARGAINING.** A procedure whereby representatives
13 of the city government and an employee organization meet, confer, consult,
14 and negotiate with one another in a good-faith effort to reach agreement or
15 otherwise resolve differences relating, or with respect, to wages, hours and
16 other terms and conditions of employment.

17 **EMPLOYEE ORGANIZATION.** Any organization or labor union
18 whose primary purpose is to represent city employees in collective
19 bargaining, on matters pertaining to wages, hours, terms and conditions of
20 employment, but it does not include any organization that:

- 21 (1) **Advocates the overthrow of the constitutional form of**
22 **government in the United States by other than lawful means; or**
23 (2) **Discriminates with regard to the terms or conditions of**
24 **membership because of race, color, sex, creed, age, or national origin; or**
25 (3) **Has a primary purpose other than representing**
26 **employees in collective bargaining with their employer, or other than as an**
27 **association or organization formed for the advancement of, or in behalf of, a**
28 **specific profession or vocation.**

29 **IMPASSE.** The failure of the parties to agree with respect to any
30 issue or issues which are subject to collective bargaining over which the
31 parties have negotiated in good faith, and with respect to which neither party
32 is willing to make further concessions.

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1 **PROFESSIONAL EMPLOYEE.** Any city employee engaged in work
2 that:

3 (1) Is predominately intellectual and varied in character as
4 opposed to routine mental, manual, mechanical or physical work;

5 (2) Involves the consistent exercise of discretion and
6 judgment in its performance;

7 (3) Is of such a character that the output produced or the
8 result accomplished cannot be standardized in relation to a given time period;

9 (4) Requires knowledge of an advanced type in a field of
10 science or learning customarily acquired by a prolonged course of a
11 specialized intellectual instruction and study in an institution of higher
12 learning or hospital, as distinguished from an apprenticeship or from training
13 in the performance of routine mental, manual, or physical processes.

14 **STRIKE.** The willful failure or refusal to report for duty, the willful
15 absence from one's assigned position, the complete or partial cessation of
16 work, by one or more employees, or the abstinence in whole or in part from
17 the full, faithful and proper performance of the duties of employment by one or
18 more city employees where a purpose of such action is to induce, influence or
19 coerce a change in, or the enforcement of, any term or condition of
20 employment or compensation, or any right, privilege or obligation of
21 employment; or any term or provision of a collective bargaining agreement, or
22 proposal advanced in the course of collective bargaining.

23 **SUPERVISOR.** Any individual having authority in the interest of the
24 city employer to hire, transfer, suspend, lay off, recall, promote, discharge,
25 assign, reward, or discipline other employees, or responsibility to direct them,
26 or to adjust their grievances, or effectively to recommend such action; if in
27 connection with the foregoing, the exercise of such authority is not of a
28 merely routine or clerical nature, but requires the use of independent
29 judgment. In the Police and Fire Departments, chiefs, deputy chiefs, and
30 assistant chiefs are the only employees classified as supervisors.

31 **§ 3-2-4 RIGHTS OF CITY EMPLOYEES**

32 (A) City employees have the right to form, join and otherwise
33 participate in the activities of an employee organization of their own choosing

1 for the purpose of bargaining collectively with the city government, and for
2 other lawful reasons. City employees also have the right to refuse to join and
3 participate in the activities of employee organizations. An employee
4 organization which has been certified by the Mayor as the exclusive bargain
5 representative for an appropriate bargaining unit of the city employees may
6 bargain collectively with the city government concerning hours, salary, wages,
7 working conditions, and all terms and conditions of employment.

8 (B) Nothing contained in this article shall be construed to limit,
9 impair, or affect the rights of any individual city employee to the expression or
10 communication of a view, grievance, complaint, or opinion on any matter
11 related to the conditions or compensation of city employment or their
12 betterment aside from the method described herein, so long as the same is
13 not designed to and does not interfere with the full, faithful and proper
14 performance of the duties of his or her employment.

15 (C) City employees have the right to engage in other concerted
16 activities for mutual aid and benefit.

17 (D) The rights enumerated herein shall not be construed as
18 modifying the prohibition on strikes contained in this article.

19 § 3-2-5 MANAGEMENT RIGHTS.

20 Subject to existing law, the Mayor and his administrative staff shall
21 have the following rights:

- 22 (A) To direct the work of its employees;
- 23 (B) To hire, promote, evaluate, transfer and assign employees;
- 24 (C) To demote, suspend, discharge or terminate employees for
25 just cause;
- 26 (D) To determine staffing requirements;
- 27 (E) To maintain the efficiency of the city government and ensure
28 the carrying out of normal management functions;
- 29 (F) To take actions as may be necessary to carry out the mission
30 of the city government in emergencies; and
- 31 (G) To manage and to exercise judgment on all matters not
32 specifically prohibited by this article or by a collective bargaining agreement
33 in effect between the city employer and an employee organization.

1 **§ 3-2-6 EXCLUSIVE REPRESENTATION.**

2 **(A) A labor organization that has been certified by the Labor-Management**
3 **Relations Board as representing the city employees in the appropriate**
4 **bargaining unit shall be the exclusive representative of all city employees**
5 **in the appropriate bargaining unit. The exclusive representative shall act**
6 **for all city employees in the appropriate bargaining unit and negotiate a**
7 **collective bargaining agreement covering all employees in the appropriate**
8 **bargaining unit. The exclusive representative shall represent the interests**
9 **of all city employees in the appropriate bargaining unit without**
10 **discrimination or regard to membership in the labor organization. A claim**
11 **by a city employee that the exclusive representative has violated this duty**
12 **of fair representation shall be forever barred if not brought within six**
13 **months of the date on which the city employee knew, or reasonably should**
14 **have known of the violation.**

15 **(B) This section does not prevent a city employee, acting individually, from**
16 **presenting a grievance without the intervention of the exclusive**
17 **representative. At a hearing on a grievance brought by a city employee**
18 **individually, the exclusive representative shall be afforded the opportunity**
19 **to be present and make its views known. An adjustment made shall not be**
20 **inconsistent with or in violation of the collective bargaining agreement**
21 **then in effect between the City and the exclusive representative.**

22 **(C) The City shall provide an exclusive representative of an appropriate**
23 **bargaining unit reasonable access to employees within the bargaining unit,**
24 **including the following:**

25 **(1) For purposes of newly hired employees in the bargaining unit,**
26 **reasonable access includes:**

27 **(a) The right to meet with new employees, without loss of employee**
28 **compensation or leave benefits; and**

29 **(b) The right to meet with new employees within thirty days from the**
30 **date of hire for a period of at least thirty minutes, but not more than**
31 **one hundred and twenty minutes, during new employee orientation.**

32 **(2) For purposes of employees in the bargaining unit who are not new**
33 **employees, reasonable access includes:**

- 1 (a) The right to meet with employees during the employees' regular
2 work hours at the employees' regular work location to investigate
3 and discuss grievances, workplace-related complaints and other
4 matters relating to employment relations; and
- 5 (b) The right to conduct meetings at the employees' regular work
6 location before or after the employees' regular work hours, during
7 meal periods and during any other break periods.
- 8 (D) The City shall permit an exclusive representative to use the City's facilities
9 or property, whether owned or leased by the City, for purposes of
10 conducting meetings with the represented employees in the bargaining
11 unit. An exclusive representative may hold the meetings described in this
12 section at a time and place set by the exclusive representative. The
13 exclusive representative shall have the right to conduct the meetings
14 without undue interference and may establish reasonable rules regarding
15 appropriate conduct for meeting attendees.
- 16 (E) The meetings described in this section shall not interfere with the City's
17 operations; the exclusive representative will provide forty-eight hours'
18 notice of any such meeting.
- 19 (F) If the City has the information in its records, the City will provide, in an
20 editable digital file format agreed to by the exclusive representative, the
21 following information for each employee in an appropriate bargaining unit:
- 22 (1) The employee's name and date of hire;
23 (2) The employee's cellular, home, and work telephone numbers;
24 (3) The employee's work and personal electronic mail addresses;
25 (4) Home address or personal mailing address; and
26 (5) Employment information, including the employee's job title, salary, and
27 work site location.
- 28 (G) The City shall provide the information described in subsection F of this
29 section to the exclusive representative within ten days from the date of
30 hire for newly hired employees in an appropriate bargaining unit, and every
31 one hundred and twenty days for employees in the bargaining unit who are
32 not newly hired employees. The information shall be kept confidential by
33 the labor organization and its employees or officers.

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1 (H) An exclusive representative shall have the right to use the City's electronic
2 mail system to communicate with the employees in the bargaining unit
3 regarding:

4 (1) Collective bargaining, including the administration of collective
5 bargaining agreement;

6 (2) The investigation of grievances or other disputes relating to
7 employment relations; and

8 (3) Matters involving the governance or business of the labor organization.

9 § 3-2-7 DETERMINATION OF REPRESENTATION.

10 (A) Any employee organization may file a written request with the
11 Board asserting that a majority of the members of a bargaining unit of the city
12 desires to be represented by it for the purpose of collective bargaining and
13 asking to be recognized as the exclusive bargaining representative. The
14 request shall include a demonstration of support of at least 30% of the
15 employees in the bargaining unit by means of a dated membership list or
16 signed and dated membership cards of those employees desiring
17 representation. Notice of the request shall be posted on the next working day
18 following the filing of the request, by the City Human Resources Department in
19 a place conspicuous to the city employees in the bargaining unit.

20 (B) Other employee organizations may file with the Board a written
21 claim, within ten days after the posting of the notice of the request as
22 specified in division (A) above, showing a demonstration of support of at least
23 10% of the employees in the bargaining unit by means of a dated membership
24 list or signed and dated membership cards of those employees desiring
25 representation. Notice of this claim shall also be posted on the next working
26 day following the filing of the claim, by the City Human Resources Department
27 in a place conspicuous to the city employees in the bargaining unit.

28 (C) If an employee organization wishes to solicit membership
29 cards from city employees who are not in an existing bargaining unit, upon
30 request, the Mayor shall provide a list of the requested employees to the
31 employee organization. If the Board finds that the employee organization
32 subsequently presents a valid demonstration of support from fifty percent of
33 the employees, plus one additional employee, in the proposed unit, and that

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1 no other employee organization has filed a written claim under subsection (B)
2 of this section, the Board shall certify the employee organization as the
3 exclusive representative of the bargaining unit.

4 (D) If the Board does not certify the organization as the exclusive
5 representative under subsection (C) of this section, the Board shall take one
6 of the following actions:

7 (1) Review the employee organization's showing of interest
8 and resolve any disputes over whether the employee organization has
9 presented a valid demonstration of support from 50% of the employees, plus
10 one additional employee, in an appropriately constituted bargaining unit. If
11 the Board finds the employee organization's demonstration of support does
12 not exceed 50% of the employees in an appropriate bargaining unit, the
13 employee organization shall have five additional working days to submit
14 supplemental demonstration of support. If the Board determines that a
15 majority of city employees in an appropriately constituted bargaining unit
16 support representation by the employee organization for the purpose of
17 collective bargaining as provided for in this article, the Mayor shall certify that
18 employee organization as the exclusive representative for the bargaining unit;
19 or

20 (2) If the employee organization has demonstrated support
21 from at least 30% of the employees in the bargaining unit, but less than a
22 majority of the employees in the bargaining unit, the Board shall call and hold
23 a representation election within 45 days from the date of the posting of the
24 notice to determine whether an employee organization shall be the exclusive
25 representative for the unit.

26 (3) Neither an election nor certification by a showing of
27 interest shall occur if:

28 (a) There is currently in effect a lawful written
29 agreement between the City and an exclusive bargaining representative for the
30 bargaining unit involved; or

31 (b) Within the preceding 12 months there has been
32 held a representation election or a decertification election for the bargaining
33 unit; or

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1 (c) In the opinion of the Board after holding such
2 hearing as may be appropriate, the bargaining unit described in the request
3 for representation is not an appropriate unit in accordance with this article, or
4 that such appropriateness has not yet been determined by the Board. If the
5 Board subsequently determines that the requested bargaining unit is
6 appropriate, the Board shall then certify the employee organization's showing
7 of support or call and hold a representation election as provided above.

8 (4) In the event an employee organization fails to be
9 certified as the exclusive bargaining representative after a showing of interest
10 and/or election, employees in that bargaining unit may be included in an
11 alternate bargaining unit for the purposes of a new organizational effort by
12 that employee organization. Each such alternate unit shall be in itself an
13 appropriate bargaining unit. The Board shall combine the alternate units if the
14 employee organization becomes the exclusive bargaining representative of
15 more than one such alternate unit.

16 (E) The Board shall call and hold all elections within the time
17 limits established by this article and according to the following:

18 (1) Included on the ballot in a representation election shall
19 be any employee organization which has submitted evidence of support of at
20 least 30% of the city employees in the bargaining unit, in accordance with
21 division (A) above, any employee organization which has submitted evidence
22 of support of at least 10% of the city employees in the bargaining unit in
23 accordance with division (B) above, and a choice for no representation. The
24 choices on a ballot in a decertification election shall be the incumbent
25 exclusive bargaining representative and no representation;

26 (2) Voting shall be by secret ballot;

27 (3) All city employees in the bargaining unit involved shall
28 have the right to vote;

29 (4) If the majority of the ballots cast are in favor of
30 representation by an employee organization for the purpose of collective
31 bargaining as provided by this article, the Mayor shall certify that employee
32 organization as the exclusive bargaining representative for the bargaining

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1 unit. If a majority of the employees voting do not vote for representation by an
2 employee organization the unit shall not be represented.

3 (F) Election disputes shall be resolved by the Board.

4 (1) In the event of an election involving more than one
5 employee organization, wherein no choice on the ballot receives the vote of a
6 majority of the city employees voting, then and in such event a runoff election
7 shall be held within 30 days with a choice consisting of the employee
8 organization receiving the greatest number of votes in the original election
9 and the choice of no representation. The determination of representative
10 status in such runoff election shall be governed by the provisions set forth in
11 division (D) above.

12 (G) The exclusive bargaining representative shall represent all
13 employees covered by the terms of the collective bargaining agreement.

14 (H) The decertification of any employee organization which has
15 been recognized as the exclusive bargaining representative of employees in
16 an appropriate bargaining unit may be affected by the filing of a written
17 request for decertification supported by either a showing that 30% of the
18 employees in the bargaining unit seek to have a decertification election, or a
19 statement by the city government that it harbors a good-faith doubt that the
20 exclusive bargaining representative has the support of the majority of the
21 employees in the bargaining unit. If, in the opinion of the Board, the showing
22 of interest in support of such a petition is sufficient, or in the case of a petition
23 filed by the city government, there is objective evidence to support a good-
24 faith doubt as to the majority status of the exclusive bargaining agent, the
25 Board shall call and hold a decertification election within 45 days from the
26 date of the receipt of the request. If a majority of the city employees in the
27 bargaining unit vote in favor of decertification of an employee organization,
28 the Mayor shall decertify that employee organization as the exclusive
29 bargaining representative for the bargaining unit.

30 (I) No decertification election shall be held if within the preceding
31 12 months the Board has held a representation election or a decertification
32 election for the bargaining unit.

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1 **(J) No petition for representation or decertification shall be**
2 **entertained by the Board unless such petition and the requisite showing of**
3 **support therefor shall have been filed with the Board during the 30-day period**
4 **between the 120th day and the 90th day immediately preceding the expiration**
5 **date of the contract.**

6 **(K) The existence of an exclusive bargaining representative shall**
7 **not prevent city employees in or out of the bargaining unit from taking their**
8 **grievances to their supervisor or the City Human Resources Department. Any**
9 **action by the city government in connection with grievance handling shall not**
10 **be inconsistent with this article or the terms and conditions of employment**
11 **established by an exclusive bargaining representative and the city for the**
12 **bargaining unit involved.**

13 **§ 3-2-8 DUTY TO BARGAIN.**

14 **The city government and any employee organization recognized as**
15 **the exclusive representative for a unit, through their designated agents, shall**
16 **bargain concerning hours, salary, wages, working conditions and other terms**
17 **and conditions of employment not in violation of law or local ordinance and**
18 **not in conflict with the provisions of §§ 3-1-1 et seq., the Merit System;**
19 **Personnel Regulations, establishing classified and unclassified service,**
20 **methods of service rating of classified employees, methods of initial**
21 **employment, promotion recognizing efficiency and ability as applicable**
22 **standards, discharge of employees, and grievance and appeal procedures for**
23 **classified employees; provided, however, that the provisions of a collective**
24 **bargaining agreement which has been ratified and approved by the Mayor**
25 **shall, where in conflict with any other provision of §§ 3-1-1 et seq. govern.**
26 **This duty includes an obligation to confer in good faith with respect to terms**
27 **and conditions of employment.**

28 **§ 3-2-9 DETERMINATION OF BARGAINING UNITS.**

29 **(A) The appropriateness of the bargaining unit will be investigated**
30 **and determined by the Board.**

31 **(B) Bargaining units shall be established by vocational groupings**
32 **such as blue collar, maintenance, white collar or professional, with**
33 **consideration being given as to whether they have traditionally been in these**

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1 groupings. Individual crafts will not be designated as bargaining units unless
2 they have been traditionally dealt with as a separate group by the city.

3 (C) In determining the appropriateness of a bargaining unit, the
4 Board will consider:

5 (1) Whether the city employees have the same conditions of
6 employment which apply uniquely to them;

7 (2) Whether the city employees have a mutuality of interest;

8 (3) How the public interest might best be served in
9 determination of the bargaining unit.

10 (D) A bargaining unit shall not include both professional and non-
11 professional city employees nor shall it include supervisors, jailers and
12 matrons, or those privy to confidential information including but not limited to
13 employees of the Human Resources Department, the Department of
14 Technology and Innovation, Mayor's Office, the City Attorney's Office,
15 secretaries to Department Heads, employees involved in payroll work and any
16 persons privy to confidential information concerning employee relations.

17 § 3-2-10 PROHIBITED PRACTICES.

18 (A) The city government is prohibited from:

19 (1) Interfering with, restraining or coercing city employees
20 in the exercise of their rights under this article or use public funds to influence
21 the decision of its employees regarding whether to support or oppose a labor
22 organization that represents or seeks to represent those employees, or
23 whether to become a member of any labor organization; provided however,
24 that this subsection does not apply to activities performed or expenses
25 incurred:

26 (a) addressing a grievance or negotiating or
27 administering a collective bargaining agreement;

28 (b) allowing a labor organization or its representatives
29 access to the City's facilities or properties;

30 (c) performing an activity required by federal or state
31 law or by a collective bargaining agreement;

32 (d) negotiating, entering into or carrying out an
33 agreement with a labor organization;

1 (e) paying wages to a represented employee while the
2 employee is performing duties if the payment is permitted under a collective
3 bargaining agreement; or

4 (f) representing the City in a proceeding before the
5 board or a local board or in a judicial review of that proceeding;

6 (2) Interfering with or dominating the formation or
7 administration of any employee organization, interfering with the selection of
8 an agent or representative for bargaining or adjustment of grievances;

9 (3) Discrimination in regard to hiring or conditions of
10 employment for the purpose of encouraging or discouraging membership in
11 any employee organization;

12 (4) Refusing to negotiate in good faith with a certified
13 exclusive bargaining representative of an employee organization;

14 (5) Discharging or discriminating against a city employee
15 because he has signed or filed an affidavit, petition, grievance, complaint, or
16 charges or given testimony under the provisions of this article or because a
17 city employee is forming, joining, or choosing to be represented by a labor
18 organization;

19 (6) Violating a written agreement in force which was
20 negotiated under the provisions of this article;

21 (7) Refusing or failing to comply with a provision of this
22 article.

23 (B) An employee organization, a group of city employees, or a city
24 employee individually is prohibited from:

25 (1) Interfering with, restraining, or coercing employees in
26 the exercise of their designated duties or their rights under this article;

27 (2) Restraining, coercing, or interfering with the City in the
28 selection of its agent for bargaining or for adjustment of grievances;

29 (3) Causing or attempting to cause a city supervisor to
30 discriminate against a city employee because of membership or lack of
31 membership in an employee organization;

32 (4) Refusing to negotiate and/or conduct business in good
33 faith with the designated representative of the city government.

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1 (5) Violating the provisions of any written agreement in
2 force;

3 (6) Interfering with, restraining or coercing any official,
4 administrative officer or representative of the city government in the conduct
5 of his private business or personal affairs or picketing the homes or private
6 businesses of officials, administrative officers, or representatives of city
7 government;

8 (7) Engaging in, inducing, or encouraging any city
9 employee or group of employees to engage in a strike, a work stoppage, or
10 work slowdown;

11 (8) Discriminating against a city employee with regard to
12 labor organization membership, race, color, religion, creed, age, sex, or
13 national origin;

14 (9) Refusing or failing to comply with a provision of this
15 article.

16 (C) It shall be a prohibited practice for any elected or appointed
17 official of the city government or for any employee organization, group of city
18 employees or individual city employee to attempt to influence negotiations or
19 to interfere with the normal progress of negotiations between the duly
20 authorized negotiating teams of the city government and of the employee
21 organization.

22 (D) Any controversy concerning prohibited practices will be
23 submitted to the Board within 30 days of the occurrence of the alleged
24 prohibited practice. Proceedings against the party alleged to have committed
25 a prohibited practice shall be commenced by service upon the accused party
26 and the Board of a written notice together with a copy of the charges. The
27 accused party shall have five work days within which to serve on the opposing
28 party and the Board a written answer to such charges. Within five work days
29 after service of the answer, the Board or its designee shall schedule a hearing
30 to be conducted as soon as possible, and at such hearing, the parties shall be
31 permitted to be represented by counsel and to summon witnesses and submit
32 evidence.

33 § 3-2-11 HEARINGS AND DECISIONS.

1 (A) The Board may promulgate rules of procedure for the conduct
2 of the hearings and proceedings required by this article. The hearings shall
3 be conducted in an orderly and informal manner without adherence to the
4 technical rules of evidence. The Board's hearings and decisions shall be on
5 the record. The Board shall have the authority to administer oaths, subpoena
6 witnesses and compel the production of documents as it deems necessary to
7 the conduct of its proceeding and its subpoenas shall be enforceable in the
8 District Court.

9 (B) At the conclusion of each hearing, the Board shall announce
10 on the record a decision and shall order such necessary relief as is consistent
11 with the evidence, this article and applicable law. The Board shall memorialize
12 in written form the decision and order announced on the record and shall state
13 the Board's findings and conclusions.

14 (C) Whenever the Board receives a charge that alleges that a
15 strike as defined by this article has occurred, the Board shall within 48 hours
16 of notification of such prohibited practice charge give notice to all parties
17 concerned, hear the matter in emergency session and announce its decision.

18 (D) An aggrieved party may appeal the decision of the Board
19 within 30 days of the issuance of a written decision by following the Rules of
20 Civil Procedure for the District Courts. The decision of the Board shall be
21 affirmed unless the decision is found to be: arbitrary, capricious or an abuse
22 of discretion; unsupported by evidence in the record taken as a whole; or,
23 otherwise not in accordance with law.

24 § 3-2-12 PENALTIES AND SANCTIONS.

25 (A) If the Board determines that a strike, as defined by this article,
26 has occurred, the Mayor may terminate the collective bargaining agreement
27 order decertification of the employee organization, and inform the employee
28 organization that it no longer represents employees in the bargaining unit
29 involved after the Mayor has met with representatives of the effected
30 employee organization. The Mayor shall also notify the employees in the
31 subject bargaining unit of such action and advise them that they will not be
32 privileged to bargain with the city government through a collective bargaining
33 agent for at least 12 months. In such a case, the employee organization that

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1 represented the employees who went on strike shall be prohibited from
2 participating in a representation election for city employees for a minimum of
3 12 months.

4 (B) If the Board determines that a party has committed a violation
5 of § 3-2-9, the appropriate District Court may, if requested:

6 (1) Issue an order restraining and enjoining such violation.

7 (2) In the case of a strike as defined by this article, the
8 District Court may impose on the employee organization a fine which will be
9 set in accordance with the damages and/or loss of revenue involved.

10 **§ 3-2-13 COLLECTIVE BARGAINING AGREEMENTS.**

11 (A) All agreements reached between the city and an exclusive
12 bargaining representative as a result of collective bargaining will be reduced
13 to writing in the form of a contract between the parties.

14 (B) The cost of writing and reproducing copies of such
15 agreements shall be shared according to the number of copies desired by
16 each party to negotiations.

17 **§ 3-2-14 NEGOTIATING PROCEDURES.**

18 (A) Negotiating Teams.

19 (1) Negotiating teams will consist of a maximum of four
20 persons designated by the employee organization and a maximum of four
21 persons designated by the Mayor.

22 (2) Each side may invite one observer to each session to
23 present technical data. Such observers will be allowed to present facts.

24 (B) Contract Opening.

25 (1) (a) Upon written request by the employee
26 organization to the Mayor or his designee, or by the Mayor or his designee to
27 the employee organization, negotiating sessions will be scheduled to discuss
28 items mutually agreed upon.

29 (b) Such request for negotiating sessions shall
30 indicate the matter to be discussed and shall be answered within ten working
31 days.

32 (2) Not less than 15 days prior to the contract ending date,
33 either side may request the opening of negotiations as indicated above.

1 (3) (a) Prior to the start of negotiations, the Mayor and
2 the employee organization will designate their chairmen and spokesmen from
3 among the designated members of their negotiating team.

4 (b) While normally communications will be from
5 spokesman to spokesman, other negotiating team members may enter into
6 discussions on specific subjects.

7 (C) Procedure for Negotiations.

8 (1) Negotiations will be conducted as provided below and
9 will take place at the facilities and at a time mutually agreed to by the
10 negotiating teams.

11 (2) All negotiations will be held in closed sessions.

12 (3) Negotiations will start with the negotiating team of the
13 party requesting negotiations delivering their proposed changes, one section
14 or subsection at a time. Each section will be read out loud with the changes
15 and the reasons therefore indicated in some detail. This procedure will lessen
16 the chances of misunderstandings and increase the chances for acceptance.
17 This procedure will continue to be followed until the entire employee
18 organization proposal has been presented.

19 (4) Upon complete presentation of the proposal, the other
20 negotiating team will present their counter proposal in the same manner.

21 (5) Thereafter, each side will take turns presenting counter
22 proposals with supporting data until agreement is reached a section at a time.
23 It may be necessary to leave one section and go on to another in order to get a
24 new look at the one passed up.

25 (6) Negotiating sessions will proceed with deliberate speed,
26 but recesses and study sessions may be called for by either side. Prior to
27 recess, the reconvening time will be agreed upon.

28 (7) Members of the employee organization negotiating team
29 will be released from their normal duties without pay to participate in
30 negotiations.

31 (D) Tentative Agreement.

32 (1) Tentative agreements reached during negotiations will
33 be reduced to writing and initialed by each team spokesman.

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1 (2) Such tentative agreement is conditional and may be
2 withdrawn should later discussion change either team's understanding of the
3 section as it relates to another part of the agreement.

4 (E) Ratification. Complete agreement on any matter in
5 negotiations will be reached when the employee organization membership and
6 the Mayor have ratified the agreement.

7 § 3-2-15 IMPASSE PROCEDURES.

8 (A) If negotiations between the parties reach impasse, the following
9 procedures shall be followed unless the parties have agreed to an alternate
10 procedure:

11 (1) either party may request from the board that a mediator be assigned
12 to the negotiations, unless the parties can agree on a mediator. A mediator
13 with the federal mediation and conciliation service shall be assigned by the
14 board to assist negotiations unless the parties agree to another mediator; and

15 (2) if the impasse continues after a thirty-day mediation period, either
16 party may request a list of seven arbitrators from the federal mediation and
17 conciliation service. One arbitrator shall be chosen by the parties by
18 alternately striking names from such list. Who strikes first shall be
19 determined by coin toss. The arbitrator shall render a final, binding, written
20 decision resolving unresolved issues pursuant to Subsection H of Section 10-
21 7E-17 NMSA 1978 and the Uniform Arbitration Act no later than thirty days
22 after the arbitrator has been notified of selection by the parties. The
23 arbitrator's decision shall be limited to a selection of one of the two parties'
24 complete, last, best offer. The costs of an arbitrator and the arbitrator's
25 related costs conducted pursuant to this subsection shall be shared equally
26 by the parties. Each party shall be responsible for bearing the cost of
27 presenting its case. The decision shall be subject to judicial review pursuant
28 to the standard set forth in the Uniform Arbitration Act.

29 (B) The parties may enter into a written agreement setting forth an
30 alternative impasse resolution procedure.

31 (C) In the event that an impasse continues after the expiration of a
32 contract, the existing contract will continue in full force and effect until it is
33 replaced by a subsequent written agreement. However, this shall not require

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1 the public employer to increase any employees' levels, steps or grades of
2 compensation contained in the existing contract.

3 **§ 3-2-16 CITY LABOR-MANAGEMENT RELATIONS BOARD.**

4 There shall be formed, to assist in the implementation and
5 administration of the article, a city Labor-Management Relations Board of
6 three members. In view of the legal work involved in the interpretation of this
7 article, Board members shall normally be members of the legal profession or
8 individuals who possess expertise in the field of employee relations or both.
9 Board members shall serve for a period of two years commencing October 1,
10 provided that, upon the initiation of any proceeding or hearing, the Board as
11 then constituted may retain jurisdiction to finally decide the matter. The Board
12 shall be selected as follows:

13 (A) Each city employee organization whose principal interest is to
14 represent city employees in bargaining collectively with the city government
15 concerning wages and conditions of employment, shall appoint one person to
16 a committee that will be charged with selecting one person to the Board. This
17 committee will meet once every two years in September and select the
18 employees' member of the Board for the following years.

19 (B) The Mayor of the city shall during the same month appoint the
20 second member of the Board.

21 (C) The third member and chairperson of the Board shall be
22 appointed mutually by the members appointed by the Mayor and the employee
23 organizations.

24 (D) In case the Board must meet in accordance with this article
25 during the absence of a member of the Board, the President of the City
26 Council shall appoint an interim Board member from the public at large with
27 due regard to the representative character of the Board. In the event a Board
28 member cannot complete the two year term, a new member shall be selected
29 for the remainder of the term in accord with the selection process of this
30 article.

31 (E) The members of the Board shall be compensated at the rate
32 determined by the City Clerk's Office, not to exceed \$300 per day, each for
33 each day of hearing or meeting.

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1 **§ 3-2-17 APPLICABILITY.**

2 This article shall preempt all contrary local ordinances, or executive
3 orders except those provisions of §§ 3-1-1 et seq., Merit System; Personnel
4 Regulations, establishing:

- 5 (A) **Classified and unclassified service;**
- 6 (B) **Methods of service rating of classified employees;**
- 7 (C) **Methods of initial employment, promotion recognizing**
8 **efficiency and ability as applicable standards, and discharge of employees;**
9 **and**

10 (D) **Grievance and appeal procedures for classified employees.**
11 **Other provisions of §§ 3-1-1 et seq., where they do not conflict with this article**
12 **or a collective bargaining agreement which has been ratified and approved by**
13 **the Mayor, shall be administered in conjunction with this article. All**
14 **provisions of §§ 3-1-1 et seq. shall continue in effect for all employees not**
15 **represented by a bargaining agent.**

16 **§ 3-2-18 GUIDELINES COMMITTEE.**

17 (A) **To facilitate communication and coordination between the**
18 **Mayor and the City Council concerning collective bargaining strategy, there is**
19 **created a Guidelines Committee composed of three City Councilors appointed**
20 **by the Council President and three members of the Mayor's staff, one of whom**
21 **shall be the Chief Administrative Officer. The Guidelines Committee shall, in**
22 **accordance with the New Mexico Open Meetings Act, promulgate rules to**
23 **effectuate the purposes of this section.**

24 (B) **The Guidelines Committee shall meet in closed session with**
25 **appropriate staff in accordance with the New Mexico Open Meetings Act as**
26 **necessary to discuss bargaining strategy preliminary to collective bargaining**
27 **negotiations between the city and employee organizations.**

28 (C) **At the time negotiations are opened, the Guidelines Committee**
29 **shall entertain a presentation from the employee organization involved in the**
30 **subject collective bargaining negotiations summarizing its positions and**
31 **proposals in the upcoming negotiations so the Guidelines Committee may be**
32 **fully informed. The Guidelines Committee shall not otherwise meet to hear or**
33 **entertain presentations by employee organizations of collective bargaining**

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1 proposals, counter proposals, grievances or any other issue related to
2 employee/labor relations except that the Mayor may ask the Guidelines
3 Committee to convene upon the Board entering a finding that a strike has
4 occurred.

5 § 3-2-19 CONSISTENCY WITH CITY BUDGET ORDINANCE.

6 Any contract between the city and an employee organization, which
7 contains provisions that result in expenditures greater than the amount,
8 appropriated for wages and benefits in an adopted city budget for the initial
9 fiscal year of the contract or which contains a multi-year commitment shall
10 require the review and approval by the City Council. In order for any contract
11 to be approved by the City Council, the City Council must approve the
12 economic components of the contract through an executive communication
13 and adopt a resolution providing an appropriation or deappropriation or both
14 to cover the cost of the contract, such an appropriation must occur for each
15 fiscal year covered by the contract. If an appropriation cannot be made during
16 any particular year of a multi-year contract due to an economic downturn, the
17 City and the effected bargaining unit must reopen bargaining for that fiscal
18 year.”

19 SECTION 2. SEVERABILITY CLAUSE. If any section, paragraph, sentence,
20 clause, word or phrase of this ordinance is for any reason held to be invalid or
21 unenforceable by any court of competent jurisdiction, such decision shall not
22 affect the validity of the remaining provisions of this ordinance. The Council
23 hereby declares that it would have passed this ordinance and each section,
24 paragraph, sentence, clause, word or phrase thereof irrespective of any
25 provision being declared unconstitutional or otherwise invalid.

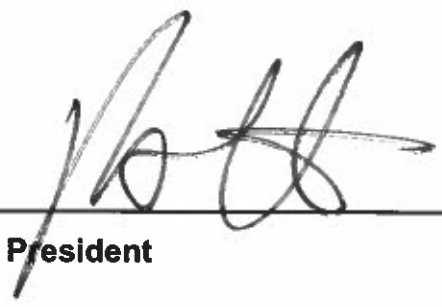
26 SECTION 3. COMPILATION. Section 1 of this ordinance shall amend, be
27 incorporated in and compiled as part of the Revised Ordinances of
28 Albuquerque, New Mexico, 1994.

29 SECTION 4. EFFECTIVE DATE. This ordinance shall take effect five (5)
30 days after publication by title and general summary.

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1 PASSED AND ADOPTED THIS 7th DAY OF December, 2020
2 BY A VOTE OF: 9 FOR 0 AGAINST.

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Patrick Davis, President
City Council

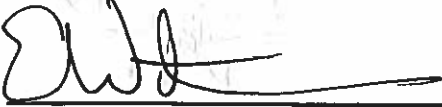
APPROVED THIS 16 DAY OF December, 2020

Bill No. O-20-42



Timothy M. Keller, Mayor
City of Albuquerque

ATTEST:



Ethan Watson, City Clerk

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