



OFFICE OF THE CITY ATTORNEY

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ORD-20

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December 10, 2013

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

Recommendation to declare ordinance amending the Long Beach Municipal Code by adding Chapter 16.58, relating to Labor Peace Agreements for the Long Beach Airport and the Long Beach Convention Center, read the first time and laid over to the next regular meeting of the City Council for final reading. (Citywide)

DISCUSSION:

Pursuant to your request on November 5, 2013, this ordinance has been prepared and is submitted for your consideration.

SUGGESTED ACTION:

Approve recommendation.

Very truly yours,

CHARLES PARKIN, City Attorney

By

LINDA T. VU
Deputy City Attorney

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ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONG BEACH AMENDING THE LONG BEACH MUNICIPAL CODE BY ADDING CHAPTER 16.58 RELATING TO LABOR PEACE AGREEMENTS FOR THE LONG BEACH AIRPORT AND THE LONG BEACH CONVENTION CENTER

The City Council of the City of Long Beach ordains as follows:

Section 1. Chapter 16.58 is hereby added to the Long Beach Municipal Code to read as follows:

Chapter 16.58

LABOR PEACE AGREEMENTS FOR THE AIRPORT AND THE LONG BEACH CONVENTION CENTER

16.58.010 Purpose and intent.

A. The City of Long Beach has a financial and proprietary interest in operations that have food and beverage concessions at the Long Beach Airport and the Long Beach Convention Center, since these operations base their concession payments to the City in part on the revenue they generate. Therefore, it is essential that these operations conduct business efficiently and without interruption or boycotts. The City has found that the efficient and uninterrupted operation of concession operations at the Airport and the Convention Center may be threatened by labor disputes. The City's investment in these operations must be shielded from any impact that labor disputes may have on the revenue of these

1 concession operations. The City has further found that the City can only
2 protect its investment by requiring its concessionaires to sign "labor peace
3 agreements" with the labor organizations that represent or are seeking to
4 represent employees in the concession industry. These agreements will
5 prohibit the labor organizations and their members from engaging in
6 picketing, work stoppages, boycotts or other economic interference with the
7 business of the concession operators, for the duration of their concession
8 agreements with the City.

9 B. This Chapter is not intended to conflict with federal or State
10 law. It is the intention of the City Council that this Chapter be interpreted to
11 be compatible with federal and State enactments and in furtherance of the
12 public purposes which those enactments encompass.

13
14 16.58.020 Definitions.

15 A. "City" means the City of Long Beach.

16 B. "City Council" means the City Council of the City of Long
17 Beach.

18 C. "Concession Contract" means any contract from the City
19 covering Concession Operations at the Long Beach Airport and the Long
20 Beach Convention Center.

21 D. "Concession Contract Amendment" means only an
22 amendment that is required to be separately approved by the City Council
23 and that:

24 1. extends the term of an existing contract for a period of
25 more than one (1) year (the aggregate limit or maximum total of time that a
26 contract may be extended without being deemed a "Concession Contract
27 Amendment" is not to exceed one (1) year); or

28 2. approves a reduction in any concession payments to

1 the City for the then existing tenant/operator.

2 E. "Concession Operations" means the general business
3 operations of food and beverage concessions at the Long Beach Airport
4 and the Long Beach Convention Center, but do not include the provision by
5 an airline of food or beverage to passengers while on board an airplane.

6 F. "Concession Workers" means all full-time and part-time
7 employees in a Concession Operation, except supervisors and managers.

8 G. "Concessionaire" means all food and beverage concession
9 contractors together with all tenants, lessees, subtenants, sublessees,
10 subcontractors, successors and assigns of such contractors that provide
11 such concession services at the Long Beach Airport and the Long Beach
12 Convention Center where concession payments to the City depend in any
13 part on the volume of revenue from such services.

14 H. "Labor Organization" means an organization of any kind, or an
15 agency or employer representation committee or plan, in which employees
16 participate and which exists for the purpose, in whole or in part, of dealing
17 with employers concerning grievances, labor disputes, wages, rates of pay,
18 hours of employment, or conditions of work.

19 I. "No-Strike Pledge" means a provision in a labor peace
20 agreement prohibiting the Labor Organization and its members from
21 engaging in picketing, work stoppages, boycotts or any other economic
22 interference with the business of Concessionaire at the Long Beach Airport
23 and the Long Beach Convention Center for the duration of the Concession
24 Contract term.

25
26 16.58.030 No-Strike Pledge requirement for Concession Operations.

27 Prior to the execution of any new Concession Contract or
28 Concession Contract Amendment with a Concessionaire, and as a condition

1 precedent to such execution by the City, the Concessionaire shall have: (i)
2 signed a labor peace agreement with each Labor Organization seeking to
3 represent Concession Workers at the premises covered by the Concession
4 Contract, and (ii) submitted to the City a copy of such labor peace
5 agreement, executed by all of the parties. Each labor peace agreement
6 must contain a No-Strike Pledge. A Concessionaire shall be relieved of the
7 obligations of this Section with respect to a Labor Organization if the Labor
8 Organization places conditions upon its No-Strike Pledge that the City
9 Council finds, after notice and hearing, to be arbitrary or capricious.

10
11 16.58.040 Posting requirements.

12 Each Concessionaire shall cause the No-Strike Pledge requirement
13 under this Chapter to be posted at its place of business in the Airport or
14 Long Beach Convention Center, so as to be conspicuous to the general
15 public and to patrons entering or using such facilities.

16
17 16.58.050 Limitations.

18 A. Nothing in this Chapter requires a Concessionaire already be
19 unionized at the time it seeks a contract with the City, nor requires a
20 Concessionaire recognize a particular Labor Organization, nor mandates
21 employees choose to unionize.

22 B. Nothing in this Chapter requires a Concessionaire make any
23 particular promise in order to secure a labor peace agreement: that is left
24 by the City up to the contracting parties to negotiate.

25 C. This Chapter is not intended to, and shall not be interpreted
26 to, enact or express any generally applicable policy regarding labor-
27 management relations or to regulate those relations in any way.

28 D. This Chapter is not intended to favor any particular outcome in

1 the determination of employee preference regarding union representation.

2 E. Nothing in this Chapter permits or requires the City or any
3 Concessionaire to enter into any agreement in violation of the National
4 Labor Relations Act of 1935, approved July 5, 1935 (49 Stat. 449; 29
5 U.S.C.S. §151, et seq.).

6
7 16.58.060 Severability.

8 If any provision of this Chapter, or the application thereof to any
9 person or circumstance, is held invalid, that invalidity shall not affect any
10 other provision or application of this Chapter that can be given effect without
11 the invalid provision or application; and to this end, the provisions or
12 applications of this Chapter are severable.

13
14 Section 2. The City Clerk shall certify to the passage of this ordinance by
15 the City Council and cause it to be posted in three (3) conspicuous places in the City of
16 Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the
17 Mayor.

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I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of _____, 20__, by the following vote:

Ayes: Councilmembers: _____

Noes: Councilmembers: _____

Absent: Councilmembers: _____

City Clerk

Approved: _____
(Date)

Mayor