

BY AUTHORITY

ORDINANCE NO. **4238**

COUNCILLOR'S BILL NO. **4**

SERIES OF 2024

INTRODUCED BY COUNCILLORS

**DeMott, Nurmela**

A BILL

FOR AN ORDINANCE AMENDING CHAPTER 35 OF TITLE I, OF THE  
WESTMINSTER MUNICIPAL CODE REGARDING COLLECTIVE BARGAINING  
FOR POLICE OFFICERS

WHEREAS, the City has the duty to engage in collective bargaining with the Westminster Police Officers Fraternal Order of Police (FOP) Lodge 25; and

WHEREAS, it is the obligation of the ~~Westminster Police Officers Fraternal Order of Police~~ (FOP) Lodge 25 to serve written notice of the request for collective bargaining to City authorities by an established date to begin the bargaining process; and

WHEREAS, the ~~Westminster Police Officers Fraternal Order of Police~~ (FOP) Lodge 25 is in favor of moving the negotiation dates back and extending the negotiation period.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER:

Section 1. Section 1-35-7, W.M.C. is hereby AMENDED as follows with new language appearing in underline and deleted language appearing in ~~strikethrough~~:

(A) The City and the certified employee organization shall have the duty to engage in collective bargaining with respect to subjects for collective bargaining through their designated representatives. Bargaining meetings will not be public and neither party will attempt to negotiate directly with the Principals.

(B) In order to begin the collective bargaining process, it is the obligation of the certified employee organization to serve written notice of its request for collective bargaining on the corporate authorities no later than ~~February~~April 1<sup>st</sup> of the year before the contract period which will be the subject of collective bargaining, with bargaining to commence no later than ~~April~~June 1<sup>st</sup> immediately following the notice.

Section 2. Section 1-35-9, W.M.C. is hereby AMENDED as follows with new language appearing in underline and deleted language appearing in ~~strikethrough~~:

(A) In the event that the certified employee organization and the corporate authorities are unable within ~~3060~~ days from and including the date of their first collective bargaining meeting to reach agreement on a collective bargaining agreement, any and all unresolved subjects for collective bargaining shall be submitted to non-binding arbitration. The advisory fact-finder's recommendation shall be limited to the outstanding subjects for collective bargaining upon which the corporate authorities and the certified employee organization (the "parties") have not reached tentative agreement but are at impasse.

(B) Within three business days after the expiration of the time period referred to above, the parties shall inform the American Arbitration Association that non-binding arbitration is desired. Within ten calendar days thereafter, the American Arbitration Association shall simultaneously send to each party an identical list of seven names of those qualified to act in the capacity of an advisory factfinder. Within seven calendar days, beginning with the certified employee organization, the parties shall alternately strike one name from the list until one individual is selected. Upon completion of the selection process, the advisory factfinder shall have 25 days in which to commence a hearing. A subsequent period of

seven days shall be allowed for the conduct of such hearing and the parties shall have seven days to submit briefs after the conclusion of the hearing. The advisory factfinder shall be given a period of up to 15 days following the conclusion of the hearing or submission of briefs, whichever is later, in which to render a recommendation(s).

(C) The advisory factfinder shall consider, weigh, and be guided by the following criteria:

- (1) The lawful authority of the City;
- (2) Stipulations and tentative agreements of the parties;
- (3) The interest and welfare of the public;
- (4) The cost of the parties' positions, taking into consideration all factors normally a part of sound fiscal policy;
- (5) Comparison of the wages, benefits, and other relevant terms or conditions of employment of the employees involved with other employees performing similar services in public employment in comparable Colorado communities;
- (6) The overall compensation presently received by the bargaining unit employees, including wages; vacation, holidays, and other excused paid time; insurance and pensions; medical and hospitalization benefits; the continuity and stability of employment; and all other benefits received; and
- (7) Other generally accepted criteria or factors.

(D) The advisory factfinder shall consider the final offer of the corporate authorities and the final offer of the certified employee organization on each subject for collective bargaining at impasse. The recommendation of the advisory factfinder on each subject for collective bargaining at impasse shall be either the final offer of the corporate authorities or the final offer of the certified employee organization with respect to that subject for collective bargaining. The factfinder may not craft his/her own resolution to an outstanding subject for collective bargaining. The advisory factfinder shall state the reasons for the recommendations.

(E) The recommendations of the factfinder shall be advisory only. Within ~~1224~~ calendar days of receipt of the recommendations of the factfinder, the parties shall meet and simultaneously, and in writing, notify each other of their respective determination to accept or reject the recommendations of the advisory factfinder. Only the unresolved subjects for collective bargaining remaining after this meeting shall be submitted to the election process set forth in Section 1-35-10, W.M.C. Nothing in this Chapter shall prohibit the parties from reaching a settlement on any or all subjects for collective bargaining prior to the last date the City Council can revoke or cancel any scheduled election.

(F) All fees and expenses related to non-binding arbitration will be shared equally by the City and the certified employee organization, except that each party shall be responsible for compensating its own representatives and witnesses.

(G) Whenever the parties deem it appropriate or beneficial to do so, they may jointly agree to engage the services of facilitators or mediators to assist in reaching agreement on one or more items. It is specifically contemplated that the parties might engage individuals who have demonstrated knowledge or expertise in a given topic under discussion or skills and abilities in dispute resolution to serve as facilitator or mediator. The parties will share the fees and expenses of such individuals equally, unless otherwise agreed.

Section 3. Section 1-35-10, W.M.C. is hereby AMENDED as follows with new language appearing in underline and deleted language appearing in ~~strikethrough~~:

(A) If the parties are unable to resolve all of the issues within the ~~1224~~ calendar day period described in [Section] 1-35-9, W.M.C., the City Council shall cause the rejected and unresolved recommendations of the fact-finder and the corresponding final offer of the rejecting party to be referred to a vote of the people held in a coordinated ~~November~~ special election (pursuant to Section 1-1-104 (~~6.546~~), C.R.S.), provided that such election shall take place ~~in the year in which~~ as soon as practicable after such impasse occurs. If both parties reject the recommendation(s) of the factfinder, the ballot shall contain the respective rejected and unresolved final offers of the parties. The electorate shall be provided with the following choices: (1) the final offer of the corporate authorities; (2) the final offer of the certified employee organization; or (3) the recommendations of the factfinder; whichever is applicable. The final offer or recommendations, as applicable, receiving approval by a majority vote of the registered electors voting on the issue shall be deemed approved and be binding on both parties. If the special election occurs after the current agreement expires, the most recently approved agreement shall continue until the results of the election are finalized.

(B) Expenses of any coordinated November election called under this section shall be paid by the party rejecting the advisory fact-finder's recommendation or shared equally if both parties reject the advisory fact-finder's recommendations. In the event that City issues other than those contemplated by this Chapter are also to be decided in the same election, then the certified employee organization shall pay only its proportionate share of the election expenses. Such fees shall be placed into an escrow fund at the time the notice of call of election is published in the newspaper of general circulation.

Section 4. This ordinance shall take effect upon its passage after second reading. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 22nd day of January 2024.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12th day of February 2024.

ATTEST:

  
\_\_\_\_\_  
City Clerk

*Nancy McNally*  
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Mayor

APPROVED AS TO LEGAL FORM:

*David Frankel*  
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City Attorney's Office