

CITY OF LAFAYETTE

ORDINANCE NO. 04, Series 2025

INTRODUCED BY: Councilor Tim Barnes_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAFAYETTE, COLORADO, ENACTING CHAPTER 87 OF THE CODE OF ORDINANCES REGARDING COLLECTIVE BARGAINING FOR POLICE OFFICERS

WHEREAS, the City of Lafayette ("City") currently provides police protection services to its citizens through the operation of a police department; and

WHEREAS, a contingent of the City's police officers requested that the City recognize collective bargaining as the tool by which compensation, hours and certain terms and conditions of their employment are established; and

WHEREAS, at the November 5, 2024, regular municipal election, a majority of the registered electors who voted endorsed the use of collective bargaining for the City's police officers; and

WHEREAS, the City Council desires to enact this ordinance to authorize the use of and establish the processes and procedures for collective bargaining for the City's police officers.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF LAFAYETTE, COLORADO, AS FOLLOWS:**

Section 1. That the Code of Ordinances, City of Lafayette, Colorado, is hereby amended by adding a new chapter to be numbered Chapter 87, which chapter is enacted to read as follows:

CHAPTER 87 – COLLECTIVE BARGAINING FOR POLICE OFFICERS.

Sec. 87-1. – Statement of policy.

The protection of the public health, safety and welfare demands that the city's police officers or any employee organization not be allowed to strike or engage in any work stoppage, slowdown or mass absenteeism. This necessary prohibition imposed by the city does not, however, require the denial to police officers the right to organize, the right to be represented by an employee organization of their choice, and the right to bargain collectively. It is hereby declared to be the policy of the city to have a system of collective bargaining to establish a productive relationship between the city and its police officers and to use such system to establish compensation, hours, and certain terms and conditions of the police officer's employment as specified in this chapter. The city hereby adopts a system of independent fact finding with submission of certain unresolved issues to the registered electors of the city to resolve such issues.

Sec. 87-2. – Definitions.

As used in this chapter, unless the context requires a different interpretation, the following terms shall have the following meaning:

American Arbitration Association means the American Arbitration Association or its successor organization.

City administrator shall mean the city administrator or the administrator's designated representatives.

Collective bargaining shall mean the performance of the mutual obligation of the city, through its designated representatives, and the police officers' bargaining agent, to meet at reasonable times and places and negotiate in good faith with respect to compensation, hours, and certain terms and conditions of employment, as defined in this section.

Compensation shall mean wages, salaries, and any other monetary compensation paid to police officers.

Days shall mean calendar days.

Employee organization shall mean an organization that admits police officers employed by the city to membership and represents police officers in collective bargaining and includes any person acting as an officer, representative or agent of such organization.

Final offer shall mean the written offer on unresolved issues that are subject to negotiation as set forth in this chapter, made latest in time by a party to the other party at least seven (7) days prior to the start of the independent fact-finding impasse hearing.

Fringe benefits shall mean vacation leave; holidays; sick leave; bereavement leave; jury duty leave; leave for union activity; other paid or unpaid leave; the method for applying for and voting for leave; insurance (levels of contributions); allowance for uniforms and equipment and the maintenance of uniforms and equipment; tuition allowance reimbursement; and any other financial or economic benefits granted to individual police department employees.

Good faith shall mean an honest and sincere attempt to reach a mutually acceptable resolution of all issues in dispute through the bargaining process. However, the obligation to negotiate in good faith does not compel a party to agree to a proposal or require the making of a concession.

Hours shall mean the amount of working time in the work period, the duration of work shifts (to be maintained except when altered to meet City's needs), and the notice and the time intervals regarding changes of shifts.

Impasse shall mean failure of the parties to reach agreement only with regard to compensation, hours, or terms and conditions of employment within the period of collective bargaining specified by this chapter.

Independent fact finding shall mean the investigation and hearing of issue(s) of impasse arising out collective bargaining, selection of an independent fact finder, submitting a report defining the issue(s) of impasse, analyzing and reporting the facts relating thereto, and making non-binding recommendation(s) on the final offers of the city or the police officers' bargaining agent for the purpose of resolving the issue(s) of impasse in accordance with this chapter.

Police officer shall mean sworn members of the city police department city whose primary duties are directly involved with the provision of law enforcement services up to and including the rank of sergeant.

Police officers' bargaining agent shall mean an employee organization chosen by the police officers as set forth in this chapter to be the sole and exclusive representative of the police officers for the purpose of collective bargaining.

Sec. 87-3. – Right to organize and bargain collectively.

Police officers shall have the right to engage in collective bargaining with the city and to be represented by an employee organization in such negotiations in accordance with this chapter as to the following matters, which are set forth as follows:

- (1) Compensation as defined in this chapter;
- (2) Fringe benefits as defined in his chapter;
- (3) Hours as defined in this chapter;
- (4) Procedures relating to labor/management cooperation and communications;
- (5) Procedures and notice relating to the layoff and recall of police officers, but not the decision of whether to layoff or recall police officers;
- (6) Procedures for promotions, rotations and transfer of police officers, but not the decision of whether to promote, rotate or transfer police officers; and
- (7) Grievance procedures for allegations of violations of the collective bargaining agreement.

Sec.87-4. – Management rights retained by the city.

- (a) The city reserves and retains solely and exclusively all of its constitutional, statutory, home rule charter, ordinance and common law rights, duties and responsibilities to manage the police department, supervise all police department employees, and to take all necessary actions to carry out the mission of the city and of the state during federal, state or local emergencies.
- (b) Nothing in this chapter shall be construed to alter the employment status of police officers or limit the authority of the police chief and/or the city administrator to exercise powers to

discipline police officers as authorized by the city's home rule charter and implemented through the Code and the employee handbook.

Sec 87-5. – Selection and recognition of bargaining agent.

- (a) Questions concerning the selection or removal of a bargaining agent may be raised by petition of any police officer, group of police officers or employee organization representing or wishing to represent the police officers, but only if such petition is signed by at least fifty (50) percent of the police officers. Such a petition may be submitted at any time to the American Arbitration Association provided that in the event there is a bargaining agent then certified or recognized by the city, no petition may be filed within twelve (12) months of the bargaining agent's certification or recognition; and further that no petition may be filed during the term of an existing agreement, except during the period from January 1 to January 31 of the final year of such agreement.
- (b) When a petition is filed concerning the selection or removal of a bargaining agent, the American Arbitration Association shall promptly send the petition to the police department for determination of whether it contains the requisite number of signatures. The police chief shall promptly make that determination and notify the American Arbitration Association of its conclusion. If the petition has the requisite number of signatures, the American Arbitration Association shall determine the question of selection or removal of any bargaining agent by taking a secret ballot of police officers and certifying in writing the results thereof to the city and the person, persons and employee organizations involved. The secret ballot election shall be conducted not less than fifteen (15) days, and not more than thirty (30) days, from the date of filing the petition. The American Arbitration Association shall certify the results of the above-described election within three (3) days of the close of the polls. The cost of running the election shall be borne equally by each organization on the ballot. Under no circumstances shall the city be responsible for any of the costs of such an election.
- (c) The employee organization selected by the majority of the police officers voting in an election conducted pursuant to subsection (b) of this section shall be recognized by the city as the sole and exclusive bargaining agent for all police officers unless and until the American Arbitration Association certifies a different organization, in accordance with the rules and procedures set forth in this section.
- (d) For the initial selection of a bargaining agent, the city clerk shall perform the responsibilities of the American Arbitration Association.

Sec. 87-6. – Obligation to engage in collective bargaining.

- (a) The city administrator and the police officers' bargaining agent shall have the duty to engage in collective bargaining, and the obligation to bargain in good faith.

- (b) In order to begin the collective bargaining process under subsections (c) and (d) of this section, it is the obligation of the bargaining agent to serve written notice of request for collective bargaining on the city no later than 60 days prior to the commencement of collective bargaining.
- (c) The initial collective bargaining negotiations must commence within 45 days of the initial selection of a bargaining agent. Initial negotiations shall conclude 90 days after the commencement of such negotiations.
- (d) With the exception of the initial collective bargaining negotiations, collective bargaining shall commence in the final year of a collective bargaining agreement no later than April 1 and conclude 90 days after the commencement of such negotiations.
- (e) All time limits for action contained in this chapter, other than the times for requesting and commencing bargaining set forth in this section, may be waived by mutual consent of the parties.
- (f) The city shall not negotiate as to matters that would be in conflict with any federal or state constitutional provision, law, rule, regulation, or the city's Home Rule Charter.

Sec. 87-7. – Unresolved issues submitted to independent fact finding.

In the event that the police officers' bargaining agent and the city are unable, within 90 days from and including the date of their first meeting, to reach mutually acceptable terms as to matters subject to negotiation, final offers on any or all such unresolved issues may be submitted by either or both parties to an independent fact finder. The obligation of the parties to bargain in good faith shall continue after submission of unresolved issues to an independent fact finder. Any or all issues, which are unresolved between the police officers' bargaining agent and the city, may be resolved by the parties at any time. In the event the police officers' bargaining agent and the city are able to reach agreement upon any or all issues prior to the receipt of the decision of the independent fact finder, then the independent fact finder shall make no decision on such issue or issues.

Sec. 87-8. – Independent fact finder selection.

- (a) Within seven days after the expiration of the 90 day negotiation time period set forth in this chapter, either the police officers' bargaining agent or the city shall notify the American Arbitration Association that an independent fact finder is required. The parties shall request that the American Arbitration Association submit simultaneously to each side an identical list of seven persons qualified to serve as an independent fact finder within seven days after the notification.
- (b) In order to be qualified as an independent fact finder, a person must be a member of the National Academy of Arbitrators or the American Arbitration Association panel of labor

arbitrators. Any person whose only experience is as a hearing officer in any civil or career service system shall not be qualified.

- (c) Within seven days from the service of the list on the parties, the parties shall alternately strike one name from the list until one individual is selected, who shall be appointed as the independent fact finder.
- (d) Upon appointment, the independent fact finder shall sign an oath to uphold the terms of this chapter.
- (e) Nothing herein shall be construed to prevent the parties from agreeing to an independent fact finder.

Sec. 87-9. – Hearings.

- (a) The independent fact finder shall call a hearing to begin within twenty-five (25) days of notification of selection, and shall give at least ten (10) days' notice in writing to the police officers' bargaining agent and the city of the time and place of such hearing. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall not be binding.
- (b) All oral or documentary evidence and other data deemed competent and relevant by the independent fact finder shall be received in evidence. The independent fact finder shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses and the production of books, records and other evidence relating to or pertinent to the issues presented for determination.
- (c) The hearing conducted by the independent fact finder shall be concluded within seven (7) days of the time of commencement. Within seven (7) days following the conclusion of the hearing, the parties may, if they deem necessary, submit written briefs to the independent fact finder.
- (d) Within ten (10) days of receipt of such briefs, or within seventeen (17) days after the conclusion of the hearing if no post-hearing briefs are filed, the independent fact finder shall make written findings and conclusions setting forth the basis of the independent fact finder's decision on the issues presented, a copy of which shall be delivered on the same date and in the same manner to the police officers' bargaining agent and the city.
- (e) In the event the police officers' bargaining agent and/or the city reject any or all of the independent fact finder's decision(s) they may submit the unresolved issue(s) of impasse to an election as set forth in this chapter.
- (f) Issue(s) of impasse not submitted to an election shall be deemed resolved by the decision of the independent fact finder, and the parties shall both be obligated to abide by, and give effect to that decision.

- (g) By mutual agreement of the parties and the independent fact finder, the time frames in this section may be extended.

Sec. 87-10. – Required factors that shall be considered by the independent fact finder.

The independent fact finder shall conduct the hearing and render his or her decision(s) with due consideration of the need for a prompt, peaceful and just settlement of all unresolved issues between the involved police officers' bargaining agent and the city. The independent fact finder's written findings and conclusions shall be reached only after consideration of the parties' final offers as to the issues of impasse and all of the following factors:

- (1) The interests and welfare of the residents of the city;
- (2) The city's finances;
- (3) The lawful authority of the city;
- (4) Stipulations of the parties;
- (5) Comparison of what other law enforcement employees performing comparable services, for comparable public employers in comparable communities receive regarding the negotiable matters set forth in this chapter;
- (6) Any claims of failure of a party to bargain in good faith as required in this chapter; and
- (7) Other usual and customary standards recognized in the resolution of interest disputes.

Sec. 87-11. – Final offer procedure.

The city and the police officers' bargaining agent shall submit final offers, as set forth in the definitions section of this chapter to the independent fact finder on each issue of impasse that is to be decided by the independent fact finder. The decision of the independent fact finder on each issue of impasse shall be the final offer of the city or the final offer of the police officers' bargaining agent.

Sec. 87-12. – The independent fact finder's decision.

The decision(s) of the independent fact finder is/are not binding on the police officers' bargaining agent or the city. Nothing herein shall prohibit the parties from agreeing to terms different from the decision of the independent fact finder, as long as such agreements are made within fourteen (14) days after receipt of the independent fact finder's decision.

Sec. 87-13. Fees and expenses of independent fact finding.

The parties shall equally bear all necessary fees and expenses incurred in the course of the independent fact finding process (excluding all fees and expenses incurred by either party in the preparation or presentation of its case).

Sec. 87-14. - Unresolved issues submitted at election.

- (a) Upon the request of the police officers' bargaining agent, or the city, made within thirty (30) days after receipt of the independent fact finder's decision, and after expiration of the parties' additional fourteen-day negotiation period, the final offers of the police officers' bargaining agent, or the city, on the issue(s) of impasse remaining unresolved may each be submitted as alternative single measure to a vote of the city's registered electors at a regular municipal election, or at a special municipal election held in conjunction with the state's November general election, whichever is earliest in time.
- (b) The format and wording of the ballot question (ballot title) shall be framed to accurately reflect the final offers of the police officers' bargaining agent and the city as presented to the independent fact finder.
- (c) The registered electors shall by the majority of those voting select either the final offer of the police officers' bargaining agent or final offer of the city as presented to the independent fact finder.
- (d) Issues agreed to during the fourteen-day period described in subsection (a) of this section shall not be included in the final offer of the police officers' bargaining agent or final offer of the city.
- (e) The cost of the election shall be borne by the police officers' bargaining agent or the city, whichever refuses to accept the recommendations of the independent fact finder.
- (f) If both the police officers' bargaining agent and the city refuse, the election costs shall be borne equally by the police officers' bargaining agent and the city. In such event, the police officers' bargaining agent shall pay only its proportionate share of the election expenses that are related to resolving the impasse.
- (g) In the event that issue(s) unrelated to the unresolved issue(s) of impasse are also to be decided upon in any election then the police officers' bargaining agent shall pay only its proportionate share of the election expenses that are related to resolving the issue(s) of impasse.
- (h) Any prorating of cost under this section shall be on the basis of the number of issues, questions, or offices included on the ballot, with the unresolved issue(s) of impasse collectively considered as one (1) matter.

Sec. 87-15. – Obligation to abide by the results of collective bargaining.

The city and the police officers and their bargaining agent are obligated to abide by, give effect to, and execute a written collective bargaining agreement incorporating any understandings reached by the city and the police officers' bargaining agent, regarding those matters which are:

- (1) Agreed to by both parties after collective bargaining; or
- (2) Agreed to by both parties after the decision of the independent fact finder, or
- (3) Approved by the majority of the registered electors of the city voting at an election.

The term of a collective bargaining agreement shall commence on January 1 and be for a duration of three (3) years.

Sec. 87-16. – Prohibitions.

- (a) Neither the police officers' bargaining agent nor any police officer, nor any person acting in concert with them, will cause, sanction or take part in any withholding of any services or performance due to the city or its citizens by means of a strike, walkout, sit down, slowdown, stoppage of work, abnormal absenteeism, or other method. All such actions are expressly prohibited.
- (b) Violation of any provision of subsection (a) of this section by any police officer may result in discipline, up to and including termination, of the police officer, in addition to whatever other remedies may be available to the city at law or in equity.
- (c) No police officer or person seeking to become a police officer shall be appointed, promoted, reduced, removed or in any way discriminated against because of affiliations or non-affiliations with an employee organization.

Section 2. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof is hereby repealed to the extent of such inconsistency or conflict.

Section 4. The repeal or modification of any provision of the Code of Ordinances, City of Lafayette, Colorado, by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision. Each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions for enforcement of the penalty, forfeiture or liability, as well as for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered or made in such actions, suits, proceedings or prosecutions.

Section 5. This ordinance is deemed necessary for the protection of the health, welfare, and safety of the community.

Section 6. This ordinance shall become effective upon the latter of the 10th day following enactment, or the day following final publication of the ordinance.

INTRODUCED AND PASSED ON FIRST READING THE 4TH DAY OF MARCH, 2025.

PASSED ON SECOND AND FINAL READING AND PUBLIC NOTICE ORDERED THE 18TH DAY OF MARCH, 2025.

CITY OF LAFAYETTE, COLORADO

Jaideep Mangat, Mayor

ATTEST:

Lynnette Beck, City Clerk

APPROVED AS TO FORM:

Mary Lynn Macsalka, City Attorney