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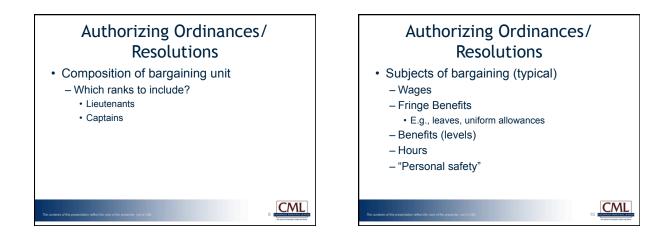
## Authorizing Ordinances/ Resolutions

- Frames collective bargaining in municipalities
- · Political pressure on council or board
- Scope of the document is extremely important

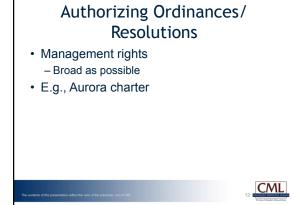
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- Subjects of bargaining
- Definition of management rights
- Culmination of process
- Timeline/contract length



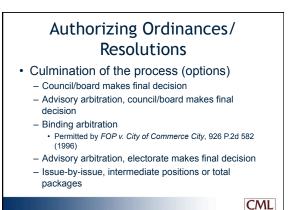




## Authorizing Ordinances/ Resolutions

- It is the inherent and exclusive right of the City: – To direct and schedule the work of its employees
  - To hire, promote, transfer, assign, classify, evaluate and retain employees in positions with the City;
  - To demote, suspend and discharge or otherwise discipline employees for proper cause;
  - To lay off employees because of lack of work, lack of funds, or for other legitimate reasons;
    To determine and implement the methods, equipment, facilities, and other means
  - To determine and implement the methods, equipment, faculities, and other means and personnel by which municipal operations are to be conducted, and to take steps it deems necessary to maintain the efficiency and safety of said operations and of the personnel engaged therein; and
- To determine its budget, organization, and the merits, necessity and level of any activity or service provided by the City

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## Authorizing Ordinances/ Resolutions

- Timelines
  - Short negotiation period (30-45 days), contra school districts
  - Summer or spring negotiations for CBA beginning following year
  - Impose deadlines for arbitration and other decisions
  - Where there is an election, work backwards from ballot certification deadline
  - Maximum contract length



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# Authorizing Ordinances/ Resolutions • Trends • Firefighter bargaining • Threats to utilize Firefighter Safety Act - Bargaining with non-management, non-safety employees

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## Preparing for Collective Bargaining

- · General issues to consider
  - Final decision maker: council/board or manager?
  - How to handle communications with council/ board?
  - Who are the comparative organizations?
  - What are the municipality's goals?
  - What are the union's goals?

## Bargaining Composition of bargaining team

Preparing for Collective

- Management leadDepartment operations
- Depan
- nk
- Finance/budgeting (someone who can cost proposals)
- · Size of team?
- · CEO, Chief or elected officials at the table?





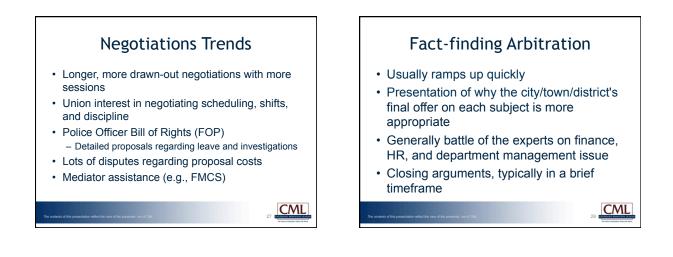


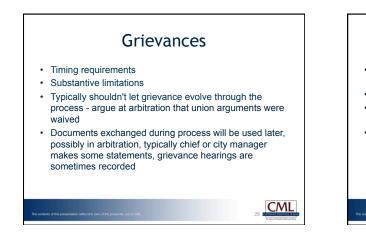
## Collective Bargaining Agreements

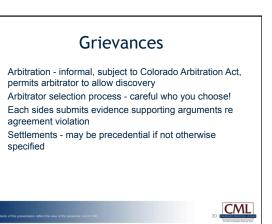
- · Content driven by authorizing document
- Typical coverage:
  - Recognition/no strike
  - Management rights
  - Dues checkoff/fair share
  - Union anti-discrimination/retaliation
  - Discipline (if not prohibited)

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#### Grievances · Arbitrability argument Post-arbitration remedies If no binding arbitration, typically can file a lawsuit for breach of • Waiver by attending arbitration - split authority contract after exhausting administrative remedies - Ahluwalia v. QFA Royalties, LLC, 226 P.3d 1093, 1098 (Colo. - If arbitration is binding, can file a lawsuit to overturn decision for App. 2009) (interpreting the similar Federal Arbitration Act and only certain limited reasons under the Colorado Arbitration Act (sec. 13-22-23, C.R.S.) indicating a district court may review a preserved arbitrability objection following the objecting party's participation in · Corruption, fraud, or other undue means substantive arbitration) · Evident partiality or misconduct by arbitrator Harper Hofer & Assocs, LLC v. Nw. Direct Mktg., Inc., 2014 COA 153, \_\_\_\_ P.3d \_\_\_ (participating in an arbitration waives arguments about the existence of the underlying contract on · Failure to postpone after sufficient cause shown · Arbitrator exceeded her powers · No agreement to arbitrate appeal) Arbitration conducted after improper notice CML

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Grievances

Decision can be modified under sec. 13-22-224, C.R.S. if: · There is an evident mathematical miscalculation or an

affecting the merits of the decision upon the claims

merits of the decision on the claims submitted.

submitted: or

evident mistake in the description of a person, thing, or property referred to in the award;

The arbitrator has made an award on a claim not submitted to the arbitrator and the award may be corrected without

· The award is imperfect in a matter of form not affecting the



Grievances