

**NOTICE OF PROPOSED CHARTER AMENDMENTS FOR THE CITY OF
THORNTON, COLORADO,
SPECIAL MUNICIPAL ELECTION TO BE HELD IN
CONJUNCTION WITH THE ADAMS COUNTY COORDINATED
MAIL BALLOT ELECTION ON TUESDAY, NOVEMBER 8, 2016**

Notice is hereby given by the City Council of the City of Thornton, Colorado, that two (2) City Charter amendment questions will be submitted to the registered electors at the Special Municipal Election to be held in conjunction with the Adams County Coordinated Mail Ballot Election on November 8, 2016.

Following is the full text and ballot language of the two (2) proposed Charter amendments:

FIRST PROPOSED CHARTER AMENDMENT

CHAPTER IV, SECTION 4-15. ORGANIZATION AND RULES OF THE COUNCIL.

The Council shall determine its own organization, rules, and order of business subject to the following provisions:

- (a) Minutes of each meeting shall be kept in the English language by the Clerk and shall be signed by the presiding officer and clerk of the meeting.
- (b) A vote upon all ordinances and resolutions shall be taken by a "Yes" or "No" vote and entered upon the records, except that where the vote is unanimous it shall only be necessary to state that the vote was unanimous.
- (c) ~~The re shall be no standing committees of the~~ Council may form standing committees by ordinance or resolution.
- (d) The Council shall follow Robert's Rules of Order, newly revised, as from time to time amended, except to the extent otherwise provided by this Charter or by ordinance.
- (e) The Council shall, by ordinance, adopt procedures relating to its organization and operation, including attendance at meetings, which are consistent with this Charter, and shall compile its procedures which are of a general and permanent nature in a procedures handbook.

**CITY OF THORNTON
FIRST PROPOSED CHARTER AMENDMENT QUESTION**

"Shall section 4-15 Organization and Rules of the Council Subsection (c) be amended to allow the City Council to appoint standing committees by ordinance or resolution?"

YES _____
NO _____

SECOND PROPOSED CHARTER AMENDMENT

CHAPTER XVIII. COLLECTIVE BARGAINING FOR FIRE FIGHTERS AND POLICE OFFICERS

18.1. STATEMENT OF POLICY. The protection of the public health, safety and welfare demand that fire fighters and police officers not be accorded the right to strike or engage in any work stoppage, slowdown or mass absenteeism. This necessary prohibition does not, however, require the denial to such employees of the City other well-recognized rights of employees, such as the right to organize, be represented by an employee organization of their choice, and the right to bargain collectively concerning wages, rates of pay, hours, grievance procedure, working conditions, and other terms and conditions of employment.

It is hereby declared to be the policy of the City of Thornton to accord to fire fighters and police officers all the rights of labor other than the right to strike or organize any work stoppage, slowdown or mass absenteeism. To provide for the exercise of these rights, a method of resolution of disputes is hereby established in lieu of the right to strike. The establishment of this method of dispute resolution shall be deemed to be a recognition of the necessity to provide an alternative mode of settling disputes where employees such as fire fighters and police officers, as a matter of public policy, must be denied the right to strike.

18.2. DEFINITIONS. As used in this Chapter and its subparts, the following terms shall, unless the context requires a different interpretation, have the following meanings:

- (a) The term "fire fighter" shall mean the following regular employees of the Fire Department of the City of Thornton: sworn fire fighters up to and including the rank of Lieutenant, and emergency medical technicians who are not supervisors and whose primary responsibilities are responding to emergency calls for fire suppression and/or emergency medical services.
- (b) The term "police officer" shall mean all full-time sworn police officers at or below the rank of Sergeant in the Police Department of the City of Thornton.
- (c) The term "bargaining unit" shall mean one of the two approved bargaining units, (1) the fire fighter bargaining unit consists of the fire fighters described in Section 18.2(a); and (2) the police officer bargaining unit consists of the police officers described in Section 18.2(b).
- (bd) The term "corporate authorities" or "City" shall mean the proper officials, including but not limited to, the Chief of the Fire Department, Chief of the Police Department, Department of City Personnel or Human Resources~~Employee Services~~, the City Manager, and the City Council, whose duty it is to establish the wages, salaries, rates of pay, hours, working conditions, or other terms and conditions of employment of fire fighters and police officers.

- (ee) The term “sole and exclusive collective bargaining agent” or “bargaining agent” shall mean an employee organization chosen by the fire fighters to represent the fire fighter bargaining unit and an employee organization chosen by the police officers to represent the police officer bargaining unit pursuant to Section 18.4 for the purpose of collective bargaining.
- (df) The term “final offer” shall be the written offer made latest in time by a party but at least seven (7) days prior to the start of an advisory fact finding hearing.
- (eg) The term “economic issues” shall mean issues that concern rates of pay or benefits.

18.3. RIGHT TO ORGANIZE AND BARGAIN COLLECTIVELY.

- (a) Fire fighters and police officers shall have the right to bargain collectively with the City and to be represented by an employee organization in such collective bargaining respecting wages, rates of pay, hours, grievance procedure, working conditions and all other terms and conditions of employment, except pensions and the public and management rights contained in Subsection (b) herein.
- (b) Public and Management Rights. The following are the inherent and exclusive rights of the City and these shall not be the subjects of collective bargaining:
 - (i) To direct the work of its employees;
 - (ii) To hire, promote, demote, classify, evaluate and retain employees in positions with the City;
 - (iii) To demote, suspend and discharge or otherwise discipline employees for proper cause;
 - (iv) To transfer, assign and schedule employees, but nothing contained in this Paragraph (iv) shall prohibit bargaining over scheduling and the procedures for transfer and assignment;
 - (v) To determine whether to lay off employees because of lack of work, lack of funds, or for other legitimate reasons, provided that nothing contained in this Paragraph (v) shall prohibit bargaining over the process used to determine how any layoff will be accomplished;
 - (vi) To determine and implement the methods, equipment, facilities and other means and personnel by which municipal operations are to be conducted, and to take the steps it deems necessary to maintain the efficiency and safety of said operations and of the personnel engaged therein; and
 - (vii) To determine its budget, organization, and the merits, necessity and level of any activity or service provided by the City, provided, however, that nothing contained in Paragraphs (vi) and (vii) shall prohibit bargaining over minimum manning requirements.

This Subsection (b) shall not be construed as limiting, diminishing or repealing in any way the Career Service System provisions appearing in Chapter VII of this Charter.

18.4. SELECTION AND RECOGNITION OF BARGAINING AGENT.

- (a) The sole and exclusive collective bargaining agent for the purpose of collective bargaining shall be the sole and exclusive representative of all of the fire fighters and all of the police officers, as applicable, if the majority of the fire fighters and the majority of the police officers voting in an separate elections vote for such collective bargaining agent.
- (b) When a question arises concerning the selection of a bargaining agent for the fire fighter bargaining unit or for the police officer bargaining unit, the Election Commission shall determine the question thereof by taking a secret ballot of fire fighters or police officers and certifying in writing the results thereof to the person, persons, employee organization and corporate authorities involved, said secret ballot election to be conducted not less than fifteen (15) days nor more than thirty (30) days from the date of filing the petition. The Election Commission shall certify the results of the above-described election within one (1) working day of the close of the polls.
- (c) Questions concerning the selection of a bargaining agent for the fire fighter bargaining unit or the police officer bargaining unit may be raised only by petition of any fire fighter, group of fire fighters, or of any police officer, group of police officers, or any employee organization representing or wishing to represent fire fighters or police officers and only if such petition is signed by at least thirty-three (33) percent of the fire fighters or thirty-three (33) percent of the police officers. Such a petition may be submitted at any time to the City Clerk provided that in the event there is a fire fighter bargaining agent or police officer bargaining agent then certified or recognized by the City, no petition may be filed until said certified or recognized fire fighter bargaining agent or police officer bargaining agent has had a twelve (12) month period in which to attempt to enter into a collective bargaining agreement with the City, unless said fire fighter bargaining agent or police officer bargaining agent can be shown to have been initiated, created, or dominated by the corporate authorities or persons acting on behalf of the corporate authorities; and provided further that no petition may be filed during the term of an existing fire fighter collective bargaining agreement or police officer collective bargaining agreement, except during the period from January 1 to January 31 of the final year of such fire fighter or police officer collective bargaining agreement. The Election Commission shall make such rules as are necessary and provide appropriate forms for the filing of such petition and conducting of such elections.
- (d) The employee organization selected by the majority of the fire fighters or the majority of the police officers voting in ~~an~~ separate elections conducted pursuant to Subsection (b) of this Section shall be recognized by the City as the sole and exclusive collective bargaining agent for ~~all the~~ fire fighters bargaining unit or sole and exclusive collective bargaining agent for the police officer bargaining unit unless and until recognition of such labor organization is withdrawn by a vote of a majority of the fire fighters or police officers voting in the election.

18.5. OBLIGATION TO BARGAIN IN GOOD FAITH.

- (a) It shall be the obligation of the City to meet separately and ~~confer~~ bargain in good faith with the representative or representatives of the fire fighter bargaining agent or the police officer bargaining agent at all reasonable times and places within forty-five (45) days after receipt of written notice from said fire fighter or police officer bargaining agent of the request for a meeting for collective bargaining purposes. This obligation shall include the duty to cause any agreements resulting from negotiations to be reduced to a written contract, which contract shall be for a term of at least one (1) year, and not more than three (3) years.
- (b) It shall be the obligation of the bargaining agent of the fire fighters or the bargaining agent of the police officers to meet separately and negotiate in good faith with the City and/or its designated representatives at all reasonable times and places. This obligation shall include the duty to cause any agreements to be reduced to a written contract, which contract shall be for a term of at least one (1) year, and not more than three (3) years.
- (c) In any advisory fact finding hearing conducted pursuant to this Chapter, the advisory fact finding board shall consider any evidence about either the corporate authorities' or the fire fighter bargaining agent's or police officer bargaining agent's refusal to negotiate in good faith. If the advisory fact finding board concludes that either the corporate authorities or the fire fighter bargaining agent or police officer bargaining agent has failed to negotiate in good faith, it shall utilize this conclusion pursuant to Section 18.9 and may base its findings and recommendations on this conclusion.

18.6. UNRESOLVED ISSUES SUBMITTED TO ADVISORY FACT FINDING. In the event that the fire fighter bargaining agent or police officer bargaining agent and the corporate authorities are unable, within thirty (30) days from and including the date of their first meeting, to reach an agreement on a contract, any and all unresolved issues shall be submitted to advisory fact finding. Submission of unresolved issues to advisory fact finding shall not cause the obligation of the parties to bargain in good faith to cease. Any or all issues which are unresolved between the bargaining agent and the corporate authorities within the time periods contained in this paragraph may be agreed to by the parties at any time prior to the second reading by the City Council of an ordinance to conduct a referendum vote of the people pursuant to Section 18.11. In the event the fire fighter bargaining agent or police officer bargaining agent and corporate authorities are able to reach agreement upon any or all issues prior to the receipt of the recommendations of the advisory fact finding board, then the board shall make no recommendations on such issue or issues. In the event that following receipt of the recommendation of the advisory fact finding board the fire fighter bargaining agent or police officer bargaining agent and the corporate authorities are able to reach an agreement upon any or all issues prior to a second reading by the City Council of an ordinance to conduct a referendum vote, then those agreed upon issues shall not be submitted to said referendum vote.

18.7. FACT FINDING BOARD - COMPOSITION. Within three (3) days from the expiration of the time period referred to in Section 18.6. hereof the fire fighter bargaining agent or police officer bargaining agent or the corporate authorities shall inform the American Arbitration Association, or its successor organization, that a fact finding board is required. Within ten (10) days thereafter, the appropriate arbitration association shall submit simultaneously to each party an identical list of seven (7) persons as proposed members of the board. It shall have been previously determined by the appropriate arbitration association that the proposed members of the board shall be available and will accept appointment as fact finders within the time period specified hereafter. Within seven (7) days from the mailing date of the list, each party shall cross off two (2) names from the list, and shall number the remaining names indicating the order of its preference and return the list to the appropriate arbitration association. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. Within ten (10) days after the time the list must be returned to the appropriate association, the arbitration association shall do the following:

- (1) From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, it shall appoint three (3) fact finders to serve.
- (2) It shall select from among said three (3) fact finders a person to serve as chairman.
- (3) It shall notify the parties of such appointments.

18.8. HEARINGS.

- (a) The fact finding board shall, acting through its Chairman, call a hearing to be held within twenty-one (21) days after the date of the appointment of the Chairman, and shall, acting through its Chairman, give at least ten (10) days notice in writing to each of the other two fact finders, the fire fighter bargaining agent or the police officer bargaining agent and the corporate authorities of the time and place of such hearing. The hearing shall be informal, and the rules or evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the fact finders shall be received in evidence. The fact finders 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 to them for determination.
- (b) The hearings conducted by the fact finders shall be concluded within fourteen (14) days of the time of commencement. Within five (5) days following the conclusion of the hearings, the parties may, if they deem necessary, submit written briefs to the fact finders. Within ten (10) days of receipt of such briefs, or within ten (10) days after conclusion of the hearings if no post-hearing briefs are filed, the fact finders shall make written findings and a written opinion and decision on the issues presented, a copy of which shall be mailed or otherwise delivered to the fire fighter bargaining agent or the police officer bargaining agent and its

designated representative and the corporate authorities. A majority decision of the fact finders shall be the recommendation to both the fire fighter bargaining agent or the police officer bargaining agent and the corporate authorities. Said written findings, opinions and decisions, and recommendations shall be reached and discussed in accordance with the provisions of Section 18.9.

18.9. FACTORS TO BE CONSIDERED BY THE FACT FINDING BOARD. The fact finders shall conduct the hearings and render their decision upon the basis of a prompt, peaceful and just settlement of all unresolved issues between the fire fighter or police officer bargaining agent and the corporate authorities. The factors to be given weight by the fact finders in arriving at a decision shall include:

- (1) Comparison of wage rates, hours, terms and conditions of employment of the fire fighters, with wage rates, hours, terms and conditions of employment of fire departments in comparable cities and towns in the United States; or the comparison of wage rates, hours, terms and conditions of employment of the police officers, with wage rates, hours, terms and conditions of employment of police departments in comparable cities and towns in the United States.
- (2) Interest and welfare of the public, and the financial ability of the City to finance the cost items proposed by each party.
- (3) Other similar standards recognized in the resolution of interest disputes including but not limited to a comparison of the peculiarities of either fire fighter employment or police officer employment, as applicable, in regard to other trades, professions or occupations, specifically:
 - (a) hazards of employment,
 - (b) physical qualifications,
 - (c) educational qualifications,
 - (d) mental qualifications,
 - (e) job training and skills,
 - (f) degree of responsibility exercised, and
 - (g) work schedules.

18.10.FINAL OFFER PROCEDURE. The fact finding board shall recommend either the final offer of the corporate authorities or the final offer of the fire fighter bargaining agent, or the final offer of the corporate authorities or the police officer bargaining agent, as applicable, on each issue and shall state its reasons for recommending such position.

18.11.ELECTION PROCEDURE FOR IMPASSE RESOLUTION.

- (a) The recommendations of the fact finders shall be advisory only. Within seven (7) days of receipt of the recommendations of the fact finders, the City and the fire fighter or police officer bargaining agent, as applicable, shall meet and simultaneously, in writing, notify each other of their respective determinations to accept or reject those recommendations. Failure by either the City or the fire fighter or police officer bargaining

agent to so notify the opposite party within these time limits shall be deemed rejection of the fact finders' recommendations by the defaulting party.

- (b) (i) In the event the City or the fire fighter bargaining agent or police officer bargaining agent is unwilling to enter into a collective bargaining agreement containing the recommendations of the fact finders, the corporate authorities shall cause the recommendations of the fact finders to be referred to a vote of the people not less than thirty (30) nor more than sixty (60) days from the date of the fact finders' recommendations. The final offer concerning those issues still in dispute of the party or parties rejecting the fact finders' recommendations shall also be placed on the ballot. The only issues that will be submitted to such an election will be economic issues or issues that change the rights of fire fighters contained in the fire fighter collective bargaining agreement or change the rights of police officers contained in the police officer collective bargaining agreement in effect at the time of the adoption of this Chapter or issues that the parties to the negotiations agree in the applicable fire fighter collective bargaining agreement or police officer collective bargaining agreement may be placed on the ballot.
- (ii) The ballot for any election conducted pursuant to Subparagraph (i) of this Section shall list the recommendations of the fact finders first. The determination in an appropriate circumstance of whether the final offer of the fire fighter or police officer bargaining agent or the final offer of the corporate authorities shall be listed second shall be made by lot or by a flip of a coin.
- (iii) At any election conducted pursuant to Subparagraph (i) of this Section, voters shall be permitted to vote in favor of adopting either the recommendations of the fact finders, or the final offer of the corporate authorities, or the final offer of the fire fighter bargaining agent or police officer bargaining agent, whichever is on the ballot. The proposal receiving approval by a majority of those voting on the proposal(s) shall be deemed approved and be binding upon the parties. If no proposal receives a majority vote, the two proposals receiving the most votes will be placed on a run-off election ballot within forty (40) days. In no event shall any issue upon which the fire fighter bargaining agent or police officer bargaining agent and the corporate authorities have reached an agreement prior to the second reading by the City Council of an ordinance to call a referendum election pursuant to this Section be included in such referendum election.

18.12.COST OF ELECTION. The cost of any special election conducted solely pursuant to Section 18.11 and a pro rata portion of the cost of any special or general election conducted in part pursuant to Section 18.11 shall be paid by the party refusing to implement the recommendations of the fact finders. In the event both parties to a particular fact finding proceeding refuse to implement the recommendations of the fact finders, the parties shall share equally the cost of conducting an election conducted

pursuant to Section 18.11. The Election Commission shall determine the cost involved in any special election and shall also ~~deter-mine~~ determine the pro rata share of the party or parties refusing to implement the recommendations of the fact finders for the cost incurred by reason of such refusal.

18.13.FEES AND EXPENSES OF FACT FINDING. The necessary fees and necessary expenses of fact finding shall be shared equally by the City and by the fire fighter or police officer bargaining agent.

18.14.COLLECTIVE BARGAINING AGREEMENT - WHAT CONSTITUTES. The collective bargaining agreement between the City and the bargaining agent of the fire fighters or bargaining agent of the police officers shall consist of any and all terms actually agreed to by the parties, or accepted by the parties from the recommendations of the fact finders, or selected by the electorate pursuant to this Chapter.

18.15.REQUEST FOR COLLECTIVE BARGAINING. Whenever wages, rates of pay, or any other matter requiring appropriation of money by the City are included as matters of collective bargaining under this Chapter, it is the obligation of the fire fighter bargaining agent or police officer bargaining agent to serve written notice of request for collective bargaining on the corporate authorities no later than the third Monday in February of the year in which money can be appropriated by the City to cover the contract period which will be the subject of the collective bargaining procedure.

18.16.BENEFITS NOT TO BE REDUCED. Those benefits granted to fire fighters or police officers by this Charter, or by applicable ordinances, personnel policy or procedure, or by state statute shall remain in full force and effect until such time as the benefits provided by these provisions may be modified by the terms of a collective bargaining agreement or agreements entered into pursuant to the requirements and provisions of this Chapter of the Charter and the subdivisions hereof, provided however, that no person who is either receiving or has contributed monies toward a fire fighter's or police officer's pension shall cease in any manner to be eligible for the full pension which was contemplated on the date of the adoption of this Chapter unless they voluntarily withdraw from the same.

18.17.PROHIBITION.

- (a) No fire fighter, police officer, or person seeking admission as a fire fighter or police officer shall be appointed, promoted, reduced, removed or in any way favored or discriminated against because of race, of sex, of political or religious opinions or other affiliations or non-affiliations or in violation of Federal, State, or the City's anti-discrimination laws; provided that it shall be permissible and it shall not be in violation of this Charter for the City to enter into an agreement with the bargaining agent of the fire fighters or the bargaining agent of the police officers which requires the payment by fire fighters or police officers to said fire fighter or police officer bargaining agent of an amount not to exceed the normal dues and assessments required of members of said fire fighter bargaining agent or police officer

bargaining agent if a majority of the fire fighters voting in an election of the fire fighter bargaining unit or police officers voting in an election of the police officer bargaining unit conducted by the Election Commission, approve including such a provision in any fire fighter or police officer collective bargaining agreement entered into between the City and said fire fighter or police officer bargaining agent.

- (b) Fire fighters and police officers shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on the matters of wages, benefits, and other terms or conditions of employment. Members of the fire fighter bargaining unit or police officer bargaining unit shall also have the right to refuse to join or participate in any activities of employee organizations and shall have the right to represent themselves individually and have individual grievances adjusted without resort to employee organizations; provided, however, that a representative of the fire fighter bargaining agent or police officer bargaining agent shall have the right to be present in any such adjustments which deal with the provisions of the fire fighter collective bargaining agreement or police officer collective bargaining agreement, and any resolution reached as a result of such individual representation or grievance must be in accord with the terms of any fire fighter or police officer collective bargaining agreement actually in effect and applicable to such fire fighter bargaining unit members or police officer bargaining unit members. Except as provided in Paragraph (a) of this Section, neither the City, nor any member of the fire fighter bargaining unit or police officer bargaining unit, nor any employee organization, nor any officially recognized fire fighter bargaining agent or police officer bargaining agent shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of the foregoing rights.

18.18. FIRE CHIEF AND POLICE CHIEF.

- (a) The Fire Chief shall be in direct command of the Department of Fire. The Fire Chief shall assign all members of the Fire Department to their respective posts, shifts, details, and duties; shall make rules and regulations with approval of the City Manager and in conformity with the ordinances and resolutions of the City concerning the operation of the Fire Department and the conduct of all employees thereof; and shall be responsible for the efficiency, discipline, and good conduct of the Department and for the care and custody of all property used by the Department.

The Fire Chief shall, subject to approval of the City Manager and Council, have further power to make regulations with force of law, implementing and giving effect to the laws and ordinances and resolutions relating to fire prevention and fire safety. The Fire Chief shall not either make or enforce any assignment, rule or regulation, or order, which is not in conformity with the provisions of any fire fighter collective bargaining agreement entered

into pursuant to this Chapter of the Charter between the City and the bargaining agent of the fire fighters.

- (b) The Police Chief shall be in direct command of the Police Department. The Police Chief shall assign all members of the Police Department to their respective posts, shifts, details, and duties; shall make rules and regulations with approval of the City Manager and in conformity with the ordinances and resolutions of the City concerning the operation of the Police Department and the conduct of all employees thereof; and shall be responsible for the efficiency, discipline, and good conduct of the Department and for the care and custody of all property used by the Department. The Police Chief shall, subject to approval of the City Manager and Council, have further power to make regulations with force of law, implementing and giving effect to the laws and ordinances and resolutions relating to the Police Department and police public safety. The Police Chief shall not either make or enforce any assignment, rule or regulation, or order, which is not in conformity with the provisions of any police officer collective bargaining agreement entered into pursuant to this Chapter of the Charter between the City and the bargaining agent of the police officers.

18.19.IMPACT UPON CAREER SERVICE SYSTEM. This Chapter shall not in any way be construed to expand, modify, delete, circumscribe or alter the Career Service System established pursuant to Chapter VII of this Charter except as specifically stated herein, to wit, Sections 7.1.(c) and 7.1.(d) shall not apply to fire fighters or police officers upon the certification of a fire fighter or police officer bargaining agent pursuant to Section 18.4. herein and furthermore that all other provisions of Section 7.1 shall remain in effect for fire fighters and police officers only until modified by or included in a fire fighter or police officer collective bargaining agreement between the City and the fire fighter or police officer bargaining agent. No rule or regulation of the Career Service System either in effect at the time of the adoption of this Chapter or thereafter adopted shall be enforced or applied as to any fire fighter or police officer covered by a collective bargaining agreement arrived at pursuant to this Chapter XVIII where to do so would contravene the terms of such a collective bargaining agreement. In the event of any conflict between a rule or regulation of the Career Service System and a fire fighter or police officer collective bargaining agreement, the provision of the fire fighter or police officer collective bargaining agreement shall control and supersede said rule or regulation.

18.20.SEVERABILITY. If any clause, sentence, paragraph, or part of this Chapter or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Chapter or its application.

18.21.STRIKES.

- (a) The protection of the public health, safety and welfare demands that neither the sole and exclusive collective bargaining agent of the fire

fighters or sole and exclusive collective bargaining agent of the police officers, nor the fire fighters, nor the police officers, nor any person acting in concert with them, will cause, sanction, or take part in any strike, walkout, sitdown, slowdown, stoppage of work, retarding of work, abnormal absenteeism, withholding of services, or any other interference with the normal work routine.

- (b) A violation of any provision of this Section by the sole and exclusive bargaining agent of the fire fighters or sole and exclusive bargaining agent of the police officers shall be cause for the City to terminate the fire fighter or police officer collective bargaining agreement with said agent upon giving written notice to that effect to the chief representative of said fire fighter or police officer agent, in addition to whatever other remedies may be available to the City at law or in equity.

18.22.TIME LIMITS. Any time limit contained in this Chapter, except ones governing notice and timing of elections, may be modified for that year upon the written consent of the City and the applicable fire fighter bargaining agent or police officer bargaining agent.

**CITY OF THORNTON
FIFTH PROPOSED CHARTER AMENDMENT QUESTION**

"Shall Chapter XVIII Collective Bargaining for Fire Fighters be amended by adding Police Officers to applicable provisions to allow Police Officers the right to bargain collectively with the City and be represented by an employee organization?"

YES _____
NO _____

IN WITNESS WHEREOF, the City Council of the City of Thornton, Colorado, has caused this Official Charter Amendment Notice to be published on September 15, 2016.

Nancy A. Vincent, City Clerk

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