

Collective Bargaining for Police and Fire Department Employees

Section 15.1 Statement of Policy.

The protection of the public health, safety and welfare demands that Police and Fire Department employees of the Longmont Police and Fire Departments not be allowed to strike or engage in any work stoppage, slowdown or mass absenteeism. This necessary prohibition does not, however, require the denial to such employees the right to organize, the right to be represented by an employee organization of their choice, and the right to bargain collectively. This process promotes better employee management relations, and improved morale in the workplace, which translates into better productivity and retention of Police and Fire Department employees. It is hereby declared the policy of the City of Longmont to have a system of collective bargaining to establish a productive relationship between the City and its Police and Fire Department employees and to set compensation and certain other conditions of employment as specified in this Article of the City Charter. In lieu of allowing Police and Fire Department employees to strike to resolve impasses in negotiations, the City hereby adopts a system of independent fact finding with submission of all unresolved issues to qualified electors of the City of Longmont to resolve such impasses.

Section 15.2 Definitions.

As used in this Article of the City Charter, the following terms shall, unless the context requires a different interpretation, have the following meanings:

Police Employee(s) shall mean the bargaining unit; which shall consist of all full time sworn police officers at or below the rank of Sergeant in the Police Department of the City of Longmont, and all full time Community Service Officers, Police Service Technicians and Communications Specialists (Dispatchers) employed by the City of Longmont, maintaining a position defined by the Corporate Authorities as equivalent to the Police Department rank that is at or below Police Sergeant.

Fire Employee(s) shall mean the bargaining unit, which shall consist of all full time sworn firefighters and first level supervisors in the Fire Department of the City of Longmont.

Corporate Authorities shall mean the City Manager, Chief of Police, Chief of Fire and the City Council of the City of Longmont or their officially designated representatives.

Sole and Exclusive Bargaining Agent or Bargaining Agent shall mean an employee organization chosen by the police or fire employees pursuant to Section 15.5. For police employees, it shall mean an organization that engages exclusively in the representation of law enforcement employees, including representation in collective bargaining. For fire employees, it shall mean an organization that engages exclusively in the representation of firefighters, including representation in collective bargaining.

Fair Share shall mean the fair share of the cost of negotiating and administering a negotiated agreement under this article, including all costs germane to collective bargaining and/or to the collective bargaining process, assessed police or fire bargaining unit employees who choose not to belong to the employee organization so chosen by the police or fire employees as their exclusive Bargaining Agent. The manner, method and exceptions thereto shall be a subject of mandatory bargaining included in Section 15.4 (b)(7) of this Article of the City Charter.

Independent Fact Finding shall mean the investigation and hearing of issue(s) of impasse arising out of the negotiation of a cooperative agreement, 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 Corporate Authority or the employees' Bargaining Agent for the purpose of resolving the issue(s) of impasse.

Final Offer shall be the written offer 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.

Mandatory Subject of Bargaining shall mean a subject that shall be discussed during negotiations if either party wishes to discuss it and may be submitted to independent fact finding by either party in the event of an impasse.

Permissive Subject of Bargaining shall mean a subject that may be discussed during negotiations only if both parties agree to discuss it and shall not be submitted to independent fact finding unless both parties agree to submit it.

Prohibited Subject of Bargaining shall mean a subject that shall not be included in any cooperative agreement and shall not be subject to independent fact finding.

Fringe Benefits shall include, but not be limited to: vacation leave; holidays; sick leave; bereavement leave; jury duty leave; other paid or unpaid leave; payments for injuries, sickness, or death arising from the line of duty; any insurance (levels of contribution and levels of benefit); allowances for uniforms and equipment and the maintenance of uniforms and equipment; retirement plans and pension contribution levels.

Compensation shall mean wages, salaries, and any other monetary compensation paid to Police or Fire Department employees.

Section 15.3 Management Rights.

The City reserves and retains solely and exclusively all of its constitutional, statutory, charter and common law rights and responsibilities to manage the Police and Fire Departments and to take all necessary actions to carry out the mission of the Employer and of the State during emergencies. The management of the Departments and the direction of the employees are vested solely and exclusively in the City, and shall not in any way be abridged except as specifically limited by the express terms of a cooperative agreement between the parties as provided for in the Charter.

- (a) The exclusive rights of the City include, but are not limited to, the right to determine Department policy, including the right to manage the affairs of the Departments in all respects; to develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer; to determine training needs, methods of training and employees to be trained; to establish employee committees, and employee suggestion programs; to determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations; to determine the Employer's functions, programs, organizational structure and use of technology; to determine the levels of service and the introduction of new equipment; to determine the Employer's mission and strategic plans; to hire, lay-off, transfer, promote and assign employees in the City; to classify, evaluate and retain employees; to demote, suspend and discharge or otherwise discipline employees; to determine work schedules, and establish or modify the workweek including mandatory overtime work; to

establish, modify and enforce Department rules, regulations and orders; to determine and implement the methods, equipment, facilities and other means and personnel by which City 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; to determine its budget, organization and the merits, necessity and level of any activity or service provided by the City and size of its workforce and the financial basis for any layoffs.

- (b) Nothing in a cooperative agreement between the Corporate Authority and the employee's Bargaining Agent shall be construed to limit the authority of the Chief of Police, Chief of Fire, City Manager or the City Council to exercise powers to discipline as set forth in the Charter. However, in exercising Management Rights, nothing shall be construed or applied which negates, modifies or supersedes the rights of employees, or their Bargaining Agent, where such rights are included in a cooperative agreement between the Corporate Authority and the employee's Bargaining Agent as set forth in the Charter.
- (c) Section 15.4, subsections (b)(2) and (b)(12) of this Charter, to the extent they are negotiated into a cooperative agreement, may be temporarily suspended to address compelling organizational needs or compelling public needs as determined by the Fire Chief or Police Chief.

Section 15.4 Right to Organize and Bargain Collectively; Mandatory, Prohibited and Permissive Subjects of Bargaining.

(a) Police and Fire Department employees shall have the right to bargain collectively with the City of Longmont, and to be represented by an employee organization in such negotiations.

(b) The following shall be mandatory subjects of bargaining for Police and Fire Department employees:

- (1) Compensation and Fringe Benefits; and
- (2) The work schedule including number of shifts and the number of hours in a work shift; and
- (3) The definition of "seniority"; and
- (4) Personal safety and health equipment; and
- (5) An employee Bargaining Agent recognition clause; and
- (6) Procedures relating to labor/management cooperation and communication; and
- (7) A dues check-off and fair share clause and payment of fees as set forth in Section 15.18 (e); and
- (8) Grievance and grievance arbitration procedures for allegations of violations of the cooperative agreement; and
- (9) Procedures for discipline, but not the decision to discipline; and

- (10) Procedures for employee representation and notification during internal investigations, but not the decision or authority to investigate; and
- (11) Grievance and grievance arbitration procedures for appealing discipline; and
- (12) Procedures for promotions and assignments in the department, but not the decision or authority to do so; and
- (13) Procedures relating to the layoff and recall of Police and Fire Department employees and notice thereof, but not the decision or whether to order layoff or recall; and
- (14) Procedures for mental, drug, and/or alcohol testing; but not the decision or authority to so order, and
- (15) The duration of the cooperative agreement; and
- (16) The cooperative agreement severability clause.

(c) The following shall be prohibited subjects of bargaining:

- (1) Any proposal that would conflict with State or Federal laws that are mandatory on the City of Longmont; and
- (2) Any proposal that would conflict with the City Charter provisions not superseded by this amendment; and
- (3) Any proposal over which the City has no authority to act because of State or Federal law; and
- (4) The standards of service of the Police Department, Fire Department, and the City of Longmont; and
- (5) The tables of organization of the Police and Fire Departments; and
- (6) The budgets of the Police and Fire Departments; and
- (7) Civilianization; and
- (8) Training to include, equalization or selection for outside department training.

(d) The following shall be permissive subjects for bargaining.

- (1) Off-duty employment; and
- (2) Safety and health matters except as provided in Section 15.4 (b)(4); and
- (3) The notice and the time intervals regarding changes of shifts and the emergency exceptions thereto; and
- (4) A re-opening clause and procedures thereof applicable during the duration of a cooperative agreement to modify and/or delete any provision of the cooperative agreement; and

- (5) Procedures for physical testing, but not the decision or authority to so order.

Section 15.5 Selection and Recognition of Bargaining Agent.

- (a) The Police or Fire Department employees' sole and exclusive Bargaining Agent for the purpose of bargaining shall be the sole and exclusive representative of all of the Police or Fire Department employees defined Bargaining Unit, if the majority of the Police or Fire Department employees voting in an election vote for such Bargaining Agent.
- (b) Questions concerning the selection or removal of a Police or Fire Department employee Bargaining Agent may be raised by petition of any Police or Fire employee, group of Police or Fire Department employees, or employee organization representing or wishing to represent Police or Fire employees, but only if such petition is signed by at least fifty (50) percent of the Police or Fire Department employees. Such a petition may be submitted at any time to the American Arbitration Association (or its successor organization) provided that in the event there is a Police or Fire Employee Bargaining Agent then certified or recognized by the City, no petition may be filed within twelve (12) months of that Bargaining Agent's certification by the American Arbitration Association; and provided further that no petition may be filed during the term of an existing agreement with the Police or Fire Employee Bargaining Agent, except during the period from January 1 to January 31 of the final year of such agreement.
- (c) When a petition is filed concerning the selection or removal of a Police or Fire Employee Bargaining Agent, the American Arbitration Association (or its successor organization) shall promptly send the petition to the Police or Fire Department for determination of whether it contains the requisite number of signatures. The Police or Fire Department shall promptly make that determination and notify the American Arbitration Association (or its successor organization) of its conclusion. If the petition has the requisite number of signatures, the American Arbitration Association (or its successor organization) shall determine the question of selection or removal of any Police or Fire Employee Bargaining Agent or by taking a secret ballot of Police or Fire Department employees and certifying in writing the results thereof to the Corporate Authorities and the person, persons, and employee organizations involved. The secret ballot election shall be conducted not less than fifteen (15) days or more than thirty (30) days from the date of filing the petition. The American Arbitration Association (or its successor organization) 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.
- (d) The employee organization selected by the majority of the Police or Fire Department employees voting in an election conducted pursuant to subsection (c) above shall be recognized by the Corporate Authorities as the sole and exclusive Bargaining Agent for all Police or Fire Department employees unless and until the American Arbitration Association or its successor certifies a different organization.
- (e) The election procedure shall follow the rules established by the American Arbitration Association.

Section 15.6 Obligation to Bargain in Good Faith.

- (a) It shall be the obligation of the Corporate Authorities to meet and bargain in good faith with the representatives of the Police or Fire Employee Bargaining Agent at all reasonable times and places. This obligation shall include the duty to cause any agreements to be reduced to a written contract and executed in a timely manner. Any such contract shall be for a term of not more than three (3) years and not less than one (1) year.
- (b) It shall be the obligation of the Police or Fire Employee Bargaining Agent to meet and bargain collectively in good faith with the Corporate Authorities at all reasonable times and places. This obligation shall include the duty to cause any agreements to be reduced to a written contract and executed in a timely manner.
- (c) It shall be the obligation of the Corporate Authorities to make every reasonable effort to grant employees, designated by the Police or Fire Employee Bargaining Agent as part of its negotiating team, reasonable time from their primary duties to participate in collective bargaining negotiations.

Section 15.7 Facilitation Assistance.

It is recognized that from time to time, the bargaining teams of the parties may find it difficult readily to achieve agreement. Whenever it is deemed appropriate or beneficial to do so, the parties may engage the services of one (1) or more experts, consultants, facilitators or mediators as they may jointly agree may benefit the process of reaching agreement on one (1) 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 a facilitator, mediator or other assistant to promote the parties reaching a voluntary resolution. The parties will share fees and expenses of such individuals equally, unless otherwise agreed.

Section 15.8 Unresolved Issues Submitted to Independent Fact Finding.

In the event that the Police or Fire Employee 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, final offers on any or all unresolved issues concerning mandatory subjects of bargaining may be submitted by either or both parties to an Independent Fact Finder; and final offers on any permissive subjects of bargaining may be submitted to an Independent Fact Finder provided both parties agree. 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 or Fire Employee Bargaining Agent and the Corporate Authorities, may be resolved by the parties at any time. In the event the Police or Fire Employee Bargaining Agent and the Corporate Authorities 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. All monetary decisions or agreements shall be retroactive to the date of expiration of the previous cooperative agreement should one exist, if it has expired during the negotiations and/or the independent fact finding process. The parties may mutually agree to extension of any or all time requirements herein.

Section 15.9 Independent Fact Finder Selection.

- (a) Within three (3) days after the expiration of the thirty (30) day time period referred to in Section 15.8 hereof, the Police or Fire Employee Bargaining Agent and the Corporate Authorities (for the purpose of this Section referred to as the “parties”) shall notify the American Arbitration Association, or its successor organization that an Independent Fact Finder is required. The parties shall request that said association or organization submit simultaneously to each side an identical list of seven (7) persons qualified to serve as an Independent Fact Finder within ten (10) 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 on the American Arbitration Association. Any person whose only experience is as a hearings officer in any civil or Career Service system shall not be qualified. Persons who are members of the National Academy of Arbitrators or on the American Arbitration Association panel of labor arbitrators are presumptively qualified as an Independent Fact Finder.
- (c) Within five (5) days from the service of the list on the parties, each party shall cross off two (2) names from the list, rank the remaining names, indicating the order of its preference, and return the list to the association or organization. If a party does not return the list within the time specified, then all persons named therein shall be deemed acceptable as an Independent Fact Finder to that party.
- (d) Within ten (10) days after service of the last list on the association or organization, or within ten (10) days after the time the list must be returned by the parties, the association or organization shall, from among the persons who have been approved on both lists, appoint one (1) Independent Fact Finder to serve and shall notify the parties of such appointment.
- (e) Upon appointment, the Independent Fact Finder shall sign an oath to uphold the terms of this Article of the City Charter.
- (f) Nothing herein shall be construed to prevent the parties from agreeing to an Independent Fact Finder.

Section 15.10 Hearings.

- (a) The Independent Fact Finder shall call a hearing to begin within twenty-five (25) days of selection, and shall give at least ten (10) days notice in writing to the employees’ Bargaining Agent and the Corporate Authorities 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 five (5) 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 ten (10) 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 to the employees' Bargaining Agent and the Corporate Authorities in the same manner on the same date. The written findings and conclusions shall be reached in accordance with the provisions of Section 15.11 and in accordance with Section 15.12.
- (e) In the event the employees' Bargaining Agent and/or the Corporate Authorities reject any or all of the Independent Fact Finders decision(s) they may submit the unresolved issue(s) of impasse to a special election as set forth in Section 15.15 of this Article of the Charter.
- (f) Issue(s) of impasse not submitted to a special election shall be deemed resolved by the decision of the Independent Fact Finder and included in the cooperative agreement as set forth in Section 15.16 (a).
- (g) By mutual agreement of the parties and the Independent Fact Finder, the provided time frames in this Article of the City Charter may be extended.

Section 15.11 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 employees' Bargaining Agent and the Corporate Authorities. The Independent Fact Finder shall rely on the following in arriving at a decision:

- (a) The interests and welfare of the citizens of Longmont;
- (b) The finances of the City of Longmont;
- (c) The lawful authority of the City of Longmont;
- (d) Stipulations of the parties;
- (e) Comparison of the compensation, fringe benefits, hours, and other terms and conditions of employment of Longmont Police or Fire Department employees with other Law Enforcement or Fire Service employees performing comparable services in public employment in comparable communities;
- (f) The cost of living;
- (g) Any claims of failure of a party to bargain in good faith pursuant to Section 15.6; and
- (h) Other similar standards normally recognized in Colorado in the resolution of interest disputes involving police or fire employee cooperative agreements, whichever employee group is applicable.

Section 15.12 Final Offers Procedure.

The Corporate Authorities and the Police or Fire Department Employee Bargaining Agent shall submit to the Independent Fact Finder final offers 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 Corporate Authorities or the final offer of the Police or Fire Department Employee Bargaining Agent. The Independent Fact Finder shall state the reasons for the decision in writing in accordance with Section 15.10 (d).

Section 15.13 The Independent Fact Finder's decision.

The decision(s) of the Independent Fact Finder are not binding on the employees' Bargaining Agent or the Corporate Authorities. 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 fifteen (15) days after receipt of the Independent Fact Finder's decision.

Section 15.14 Fees and Expenses of Independent Fact Finding

Fifty (50) percent of the necessary fees and necessary expenses of independent fact finding (excluding all fees and expenses incurred by either party in the preparation or presentation of its case) shall be borne by the City and fifty (50) percent shall be borne by the employees' Bargaining Agent.

Section 15.15 Unresolved Issues Submitted at Special Election.

- (a) Upon the request of the Police or Fire Department Employee Bargaining Agent or the Corporate Authorities made within twenty (20) days after receipt of the Independent Fact Finder's decision, and after the employees' Bargaining Agent or the Corporate Authorities have had fifteen (15) days, under section 15.13, to further negotiate the disputed issue(s) of impasse, the final offers of the employees' Bargaining Agent or the Corporate Authorities on the issue(s) of impasse remaining unresolved may each be submitted as alternative single measures to a vote of the qualified electors of the City of Longmont in a special election according to the Longmont Charter and Ordinances, or as otherwise permitted by law, 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 employees' Bargaining Agent and the Corporate Authorities as presented to the Independent Fact Finder.
- (c) The qualified electors shall select either the final offer of the employees' Bargaining Agent or final offer of the Corporate Authorities as presented to the Independent Fact Finder.
- (d) Issues agreed to during the five-day period described in Subsection (a) of this Section shall not be included in the final offer of the employees' Bargaining Agent or final offer of the Corporate Authorities.
- (e) The cost of such special election shall be borne by either the Corporate Authority or the employees' Bargaining Agent, whichever refuses to accept the recommendations of the Independent Fact Finder.

- (f) If both refuse, the cost shall be borne equally by the Corporate Authority and the employees' Bargaining Agent. In such event, the employees' Bargaining Agent shall pay 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 special election mandated by this amendment then the employees' 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 questions, issues, or offices included on the ballot, with the unresolved issue(s) of impasse collectively considered as one (1) matter.

Section 15.16 Cooperative Agreement; What Constitutes.

- (a) The cooperative agreement between the City and the Police or Fire Department Employee Bargaining Agent shall consist of all terms actually agreed to by the parties, decided by an Independent Fact Finder as set forth in Section 15.10 of this Article and accepted by the parties or determined by special election as set forth in Section 15.15 of this Article.
- (b) At the request of either the Police or Fire Department Employee Bargaining Agent or the Corporate Authorities, the cooperative agreement shall contain a grievance procedure that culminates in a binding decision by a neutral arbitrator to process alleged violations of the cooperative agreement.
- (c) Whenever there is a conflict between the terms of the final cooperative agreement, as agreed to by the parties to that agreement and a rule, procedure, policy, or ordinance, which is applicable to bargaining unit employees as defined by the Charter, the provisions of the agreement shall prevail.

Section 15.17 Foundation of First Negotiated Cooperative Agreement.

In order to establish a foundation for the first cooperative agreement negotiated between either the Police or Fire Employee Bargaining Agent and the Corporate Authority, the existing compensation, fringe benefits, and other terms and conditions of employment granted to police and fire employees by current policy, ordinance or Charter as of the date of adoption of this Article herein and all subsections thereof, shall not be reduced except by voluntary agreement between the Corporate Authorities and the respective Bargaining Agent. This section shall be applicable only to the negotiation of the first agreement after adoption of this Article of the Charter.

Section 15.18 Request for Bargaining.

- (a) In order to begin the bargaining process, and unless otherwise agreed to by the Police or Fire Employee Bargaining Agent and the Corporate Authorities, it is the obligation of the Police or Fire Department Employee Bargaining Agent to serve written notice of request for bargaining on the Corporate Authorities no later than April 15th of the year before the contract period which will be the subject of the bargaining process with bargaining to commence no later than April 30th. It shall be the obligation of the Police or Fire Employee Bargaining Agent and the Corporate Authorities to accommodate any reasonable request to change these dates.

- (b) All time limits for action contained in any section of this Article of the City Charter may be waived by mutual consent of the parties.

Section 15.19 Prohibition.

- (a) Neither the Police or Fire Department Employee Bargaining Agent, nor the police employees, fire employees, nor any person acting in concert with them, will cause, sanction, or take part in any withholding of services to the City of Longmont by means of a strike, walkout, sit down, slowdown, stoppage of work, abnormal absenteeism, or other method that would interrupt or disrupt services to the City. Therefore, all such actions are expressly prohibited.
- (b) Violation of any provision of Subsection (a) of this Section by the Police or Fire Department Employee Bargaining Agent shall be cause for the City to terminate a cooperative agreement with the Police or Fire Department Employee Bargaining Agent upon giving written notice to that effect to the chief representative of the Police or Fire Department Employee Bargaining Agent, in addition to whatever other remedies may be available to the City of Longmont at law or in equity.
- (c) Violation of any provision of Subsection (a) of this Section by any police employee or fire employee shall be cause for discipline of the police or fire employee, in addition to whatever other remedies may be available to the City at law or in equity. Any employee accused of violation of Subsection (a) of this Section shall be entitled to the due process procedure granted in the Cooperative Agreement of the parties.
- (d) Neither a police employee, fire employee, or person seeking to become a police employee or fire employee, shall be appointed, promoted, reduced, removed or in any way discriminated against by the Corporate Authority or Police or Fire Department Employee Bargaining Agent because of affiliations or non-affiliations with any employee organization; nor shall they be required to belong to any employee organization.
- (e) It shall be allowable and it shall not be in violation of this Section for an agreement between the Police or Fire Department Employee Bargaining Agent and the Corporate Authorities to require bargaining unit employees, who are not members of the bargaining agent organization, to pay to the Police or Fire Employee Bargaining Agent a fair share representation fee not to exceed the normal dues and assessments required of members of the Police or Fire Employee Department Bargaining Agent organizations so long as the City is adequately indemnified and held harmless as part of the negotiated agreement.

Section 15.20 Severability.

If any clause, sentence, paragraph, or part of this Article of the City Charter, 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 Article of the City Charter or its application.