

Amendment # 1

Amendment to Council Bill 24-0716 submitting to a vote a proposed amendment to the Charter to establish collective bargaining as the method for setting terms and conditions of employment for certain city employees

Councilmember Lewis

July 8, 2024

Councilmembers,

I move to amend **CB24-0716** as follows:

1. On page 3, delete lines 29-33, page 4, delete lines 1-2, and replace with:

“(B) “Bargaining-eligible employees” means non-supervisory and non-confidential employees comprising of the Career Service as defined in Section 9.1.1 (E) and employees of the City Council, Library Commission, Civil Service Commission, Board of Adjustment, and the Board of Water Commissioners, but excluding Deputy Sheriffs, Deputy Sheriff Majors, Deputy Sheriff Division Chiefs, and Career Service employees of the Denver Health and Hospital Authority.

“(C) “Bargaining unit” means a group of two or more bargaining-eligible employees as determined pursuant to Section 9.10.4 for the purposes of representation by a bargaining agent.”

2. On page 3, line 23, add “Provided, however, that the protection of the public health, welfare, and safety demands that the employees of the Denver County Court and the Board of Water Commissioners not be allowed to strike or engage in any work stoppage, slowdown, or mass absenteeism and, in lieu the City hereby adopts a system of binding interest arbitration to resolve such impasses for employees of the Denver County Court and the Board of Water Commissioners.”

3. On page 4, delete lines 7-10 and replace with:

“(E) “Corporate Authority” means the Mayor and City Council for employees, other than those of the Denver County Court, comprising the Career Service as defined in Section 9.1.1 (E), employees of the City Council, employees of the Civil Service Commission, and employees of the Board of Adjustment. The Library Commission and the Board of Water Commissioners shall be the Corporate Authority for their respective employees and the Presiding Judge shall be the Corporate Authority for employees of the Denver County Court.”

4. On page 5, line 1, add:

“Provided, however, whenever the terms of a collective bargaining agreement conflict with the terms of an executive order, ordinance, rule, procedure or policy that is applicable only to employees of the City or the employees of the Board of Water Commissioners, the terms of the collective bargaining agreement shall prevail.”

5. On page 5, delete lines 3-9 and replace with:

“(A) On or after May 1, 2025, an employee organization wishing to represent bargaining eligible employees shall determine which employees share a substantial mutual interest in wages, hours, and other conditions of employment such that they share a community of interest as understood under the National Labor Relation Act, 29 U.S.C. §§ 151-169, as amended, provided, however, bargaining units for employees of the City Council, Denver County Court, Library Commission, Civil Service Commission, Board of Adjustment, and Board of Water Commissioners may only include employees of their respective bodies.”

6. On page 6, delete lines 26-28, and replace with:

“as provided in ordinance, or in the case of the bargaining process for employees of the Board of Water Commissioners, by rules and regulations promulgated by the Board.”

7. On page 7, delete lines 14-20 and replace with:

“(A) Except as provided in Subsections (D) and (I), in the event that the bargaining agent and the applicable Corporate Authority are unable, within forty-five (45) days from the final date of mediation to reach an agreement on a collective bargaining agreement, the bargaining agent, other than the bargaining agents representing employees of the Denver County Court and the Board of Water Commissioners, may submit notice of an intent to strike, organize in any work stoppage, slowdown, or mass absenteeism and the Mayor, the Council, the Clerk and Recorder, the Auditor, or the Library Commission may submit notice of an intent to lockout their respective employees. Notice shall be submitted at least twenty-one (21) days prior to engaging in such action.”

8. On page 7, delete lines 21-27, and replace with:

“(B) Within fourteen (14) days of receipt of the notice of an intent to strike, organize in any work stoppage, slowdown, or mass absenteeism, the City Council, the Clerk and Recorder, the Auditor, or the Library Commission, for their respective employees, and the Mayor for all other bargaining-eligible employees, shall determine whether the interruption of service resulting from the strike, work stoppage, slowdown, or

mass absenteeism will imminently and substantially threaten public health, welfare, or safety. Such”

9. On page 7, line 29, delete “(E),” and replace with “(G),”.

10. On page 7, delete lines 32-33, on page 8, delete lines 1-18, and replace with:

“(C) Upon a finding, judicial review upholding a finding, or failure to seek judicial review of a finding, that all of the employees in an applicable bargaining unit are prohibited from striking because the interruption of service resulting from the strike, work stoppage, slowdown, or mass absenteeism will imminently and substantially threaten the public health, welfare, or safety, the parties shall submit to binding arbitration on any unresolved issues.

(D) In the event that the bargaining agent or agents for employees of the Denver County Court and the Presiding Judge, or the bargaining agent or agents for employees of the Board of Water Commissioners and the Board, are unable, within forty-five (45) days from the final date of mediation, to reach an agreement on a collective bargaining agreement the parties shall submit to binding arbitration on any unresolved issues.

(E) The arbitrator appointed under this Section shall be selected from the panel created by Council, or for employees of the Board of Water Commissioners the panel created by the Board, under Section 9.10.4, and the arbitrator may apply the standards commonly used in interest disputes but shall rely predominantly on the following in arriving at a decision:

(i) The interests and welfare of the public and the financial ability of the City to bear the costs involved or with regard to bargaining units of the Board of Water Commissioners, the criteria set forth in Section 10.1.9 of this Charter;

(ii) Comparison of the compensation, benefits, hours, and other terms and conditions of employees in the bargaining unit with other public employees with substantially similar job duties in comparable communities nationally and locally. However, while the arbitrator may consider such comparisons in making a decision, in no event shall the arbitrator make an award that is indexed or otherwise expressed as a relationship to the terms and conditions of employees who are not members of the bargaining unit;

(iii) The cost of living; and

(iv) The constitutional, Charter, and statutory obligations of the City and its departments, agencies, and officers.

The award of the arbitrator on each issue shall be the final offer of the Corporate Authorities or the bargaining agent and the arbitrator shall state the reasons for the award in writing, provided, however, no award shall require the City or its departments, agencies, or officers to violate any obligation imposed by the constitutions of the United States and of the State of Colorado, state statute, or the Charter.

11. On page 8, line 19, delete "(D)" and replace with "(F)".
12. On page 8, line 22, delete "(E)" and replace with "(G)".
13. On page 8, line 23, delete ", or the City and County of Denver acting by and through its Board of".
14. On page 8, line 24, delete "Water Commissioners".
15. On page 8, line 27, delete "determination" and replace with "order".
16. On page 8, line 30, delete "(F)" and replace with "(H)".
17. On page 8, line 33, add:

"(I) No employee of Denver County Court or of the Board of Water Commissioners, nor any person acting in concert with them, shall cause, sanction, or take part in any withholding of services to the City, or the City and County acting by and through its Board of Water Commissioners, by means of a strike, walkout, sitdown, slowdown, stoppage of work, abnormal absenteeism, or other method. Violation of this provision shall be cause for the applicable Corporate Authority to terminate a collective bargaining agreement with the bargaining agent or agents upon giving written notice to the bargaining agent or agents and shall be just cause for discipline of such employees in violation, in addition to whatever other remedies may be available at law or in equity."

18. On page 9, line 7, delete "and subject to the right".
19. On page 9, line 8, delete "to strike set forth in Section 9.10.8"
20. On page 9, line 9, delete "whose duties and compensation are" and replace with "whose compensation is".
21. On page 9, line 18, delete "and subject to the right to strike set forth in Section 9.10.8".
22. On page 9, delete lines 30-33, on page 10 delete lines 1-10, and replace with:

"Shall the Charter of the City and County of Denver be amended to establish collective bargaining as a method for setting compensation and other terms and conditions of

employment, including hours, working conditions, promotions, demotions, employee facilities, disciplinary procedures, and benefits other than participation in the City's retirement program, for non-supervisory city employees who are included in a bargaining unit, which may include employees of executive agencies and departments under the Mayor, and may include employees of Denver Water, the Denver Library, the City Council, the County Court, the Civil Service Commission, the Board of Adjustment and certain employees of the Auditor and Clerk and Recorder, but may not include employees who participate in forming management positions during labor negotiations or police officers, sheriffs, and firefighters who already have collective bargaining rights and are prohibited from striking, and shall the same employees, except for employees of the Denver County Court and employees of Denver Water, be granted the right to strike in the event of an impasse in bargaining negotiations only if mediation does not resolve the impasse and such strike will not imminently and substantially threaten the public health, welfare, or safety; and shall an impasse with the employees of Denver County Court and employees of Denver Water be resolved through binding arbitration; and shall the terms and provisions of a collective bargaining agreement with the Denver Sheriffs supersede conflicting city personnel rules and policies?"

PURPOSE OF THE AMENDMENT

This amendment establishes binding arbitration for Denver Water and Denver County Court employees in lieu of the right to strike, establishes the Presiding Judge of Denver County Court as a corporate authority, clarifies that the terms of a collective bargaining agreement govern over any conflicting executive order, ordinance, or policy, and makes conforming and clarifying amendments.

This Amendment does not require republication.