



**DENVER**  
THE MILE HIGH CITY

**Collective Bargaining Agreement  
Between  
City and County of Denver  
And  
Denver Police Protective Association**

January 1, 2021 – December 31, 2022

FOR CITY SERVICES VISIT | CALL  
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- **Created in 1995 by a vote of the people**
- **Set by Charter § 9.8**
  - It is hereby declared to be the policy of the City and County of Denver to have a system of collective bargaining to establish a productive relationship between the City and its Police Officers and to set compensation and certain other conditions of employment as specified in 9.8.3(B) and (D) of this Charter.
  - In lieu of allowing Police Officers to strike to resolve impasses in negotiations, the City hereby adopts a system of binding interest arbitration to resolve such impasses.
- **§ 9.8.2 – Definitions**
  - (A) The term "Police Officer" shall mean all members and positions of the Classified Service of the Police Department of the City and County of Denver, except the Chief of Police, Deputy Chiefs, Division Chiefs, and Commanders.
  - (B) The term "Corporate Authorities" shall mean the Mayor and the Council of the City and County of Denver or their representatives.

- **Mandatory Subjects**

- The term "mandatory subject of bargaining" shall mean a subject which shall be discussed during negotiations if either party wishes to discuss it and may be submitted to binding arbitration by either party in the event of an impasse.

- **Permissive Subjects**

- The term "permissive subject of bargaining" shall mean a subject which may be discussed during negotiations only if both parties agree to discuss it and shall not be submitted to binding arbitration unless both parties agree to submit it.

- **Prohibited Subjects**

- The term "prohibited subject of bargaining" shall mean a subject which shall not be included in any collective bargaining agreement and shall not be subject to binding arbitration.

- **§ 9.8.5 - Obligation to bargain in good faith.**
  - The parties have an obligation to meet and bargain in good faith. Negotiated agreements can be for a term of not less than 1 year nor more than 3 years.
  - All collective bargaining agreements shall be effective on a January 1 date and shall terminate on a December 31 date.
- **§ 9.8.7 - Unresolved issues submitted to binding arbitration.**
  - In the event that the bargaining agent and the Corporate Authorities are unable, within forty-five (45) days from and including the date of their first meeting, to reach an agreement on a contract, final offers on any and all unresolved issues concerning mandatory subjects of bargaining shall be submitted to binding arbitration .

- **§ 9.8.15 - Request for bargaining**
  - In order to begin the bargaining process, it is the obligation of the bargaining agent to serve written notice of request for bargaining on the Corporate Authorities no later than June 1
  - Bargaining to commence no later than July 1.
- Negotiated agreements reached by the parties must be ratified by vote of the union members and approved by the Mayor/City Council.

- During formal negotiations, the union's collective bargaining team typically consists of several union officials, advisors and a labor attorney.
- The City's collective bargaining team is typically comprised of representatives of the Mayor, City Council, BMO, the Department of Safety, the Denver Police Department, OHR and the CAO.

- Term: January 1, 2021 – December 31, 2022
- The agreement negotiated by the parties has already been ratified by the members of the police union
  - 93% For
  - 7% Against

# Key Contract Terms

## January 1 – December 31, 2021

- 0% salary increase
- Suspension of holiday pay provisions for 10 holidays
- \$360,000 reduction of the City’s annual contribution to the Denver Police Retiree Health Fund

The agreed-upon concessions equal \$4.96 million in actual budget savings in 2021

## January 1 – December 31, 2022

- 1/1/22: 2% salary increase\*
- 7/1/22: 1.5% salary increase\*
- Expressing hazard/specialty pay in terms of salary percentage
- Creation of one-time 100-hour bank to be used like vacation leave

\*With these steps, the effective salary increase for 2022 is 2.77%



- The nearly \$5 million in actual savings in 2021 will help the City solve for a budget gap and meet the Charter requirement for a balanced budget.
- Without these negotiated savings, in 2021 the City could see even greater adverse service impacts, additional employee impacts, or both.
- If approved, the negotiated agreement sets the stage for partnership with other bargaining units in addressing the City's fiscal challenges.

# What Happens if the Agreement is Not Approved?

- If this agreement is not approved by City Council and the parties cannot reach a complete agreement with different terms, any unresolved issues would have to be submitted to binding arbitration.
- Only issues involving mandatory subjects of bargaining (e.g., compensation and fringe benefits) would necessarily be submitted to arbitration. There are some Charter-established fringe benefits that cannot be reduced unless both parties voluntarily agree (e.g., holiday pay, health insurance, equipment allowance, etc.).
- Disputes involving permissive subjects of bargaining (e.g., non-pension benefits for retirees) can only be submitted to arbitration if both parties agree.

## What Happens if the Agreement is Not Approved? (cont.)

- Much like “baseball” arbitration, the Charter requires the parties to submit their last, best offers to a neutral arbitrator, who decides the impasse on an issue-by-issue basis.
- In deciding each disputed issue, the arbitrator must accept either the City’s offer or the Union’s offer. There can be no middle ground.
- There is always a risk that an arbitration award will result in an agreement far less favorable than the negotiated agreement now before City Council.