

1
2 **BY AUTHORITY**

3 ORDINANCE NO.

COUNCIL BILL NO. 24-0716

4 SERIES OF 2024

COMMITTEE OF REFERENCE:

5 **AMENDED 7-8-2024**

6
7 **A BILL**

8
9 **For an ordinance submitting to a vote of the qualified and registered electors of the**
10 **City and County of Denver at the special municipal election on November 5, 2024,**
11 **a proposed amendment to the Charter of the City and County of Denver to establish**
12 **collective bargaining as a method for setting compensation and certain terms and**
13 **conditions of employment for certain city employees including employees of**
14 **Denver Water and the Denver Library while granting certain employees a right to**
15 **strike in the event of an impasse in bargaining negotiations only if such strike will**
16 **not substantially threaten the public health, welfare, or safety and making**
17 **conforming amendments.**

18
19 **BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

20
21 **Section 1.** There is hereby submitted to the properly qualified and registered electors of the
22 City and County of Denver for their approval or rejection at a special municipal election to be
23 conducted at the same time and in conjunction with the statewide general election to be held in the
24 City and County of Denver on November 5, 2024, a proposed amendment to the Charter of the City
25 and County of Denver, as follows:

26 **§ 1.2.15 - Pay periods.**

27 All salaries and compensation of all officers and employees shall be payable at periods of time as
28 may be provided by ordinance or in accordance with collective bargaining agreements. Any Charter
29 or ordinance changes relating to pay schedules shall not affect any rights or benefits that have vested
30 prior to the enactment of such changes, even if that should require the maintenance of dual payroll
31 systems by the City.

32 **§ 4.3.2 - Appointment of officers and employees by Presiding Judge.**

33 The Presiding Judge shall appoint the necessary court officers and administrative employees of the
34 court including the Chief Clerk, whose appointments shall be subject to Career Service regulations
35 or in accordance with collective bargaining agreements. The Presiding Judge may appoint
36 magistrates who shall hold such appointments so long as their services are satisfactory to the
37 Presiding Judge.

1 **§ 9.1.1 - Career Service personnel system.**

2 A.(A) There shall be and is hereby created a Career Service personnel system, which shall
3 be directed by a Career Service Board of five (5) members appointed by the Mayor and confirmed
4 by the City Council for staggered terms fixed by ordinance. The Board shall, pursuant to its own
5 rulemaking procedures, adopt, administer and enforce rules necessary to foster and maintain a
6 merit-based personnel system according to the principles set forth in this Part 1, including but not
7 limited to rules concerning the conduct of competitive examinations of competence, probationary
8 periods, grievance procedures, and appeals from actions of appointing authorities to the Board and
9 any hearing officers appointed by the Board. Provided, however, that in the event of any conflict
10 between such rules and the terms and conditions negotiated in a collective bargaining agreement
11 pursuant to Part 10 of this Article, the terms and conditions in the collective bargaining agreement
12 shall control. The Board and any hearing officers appointed by the Board shall have the power to
13 issue subpoenas. The Board shall perform such other duties in relation to the Career Service
14 personnel system as may be assigned by ordinance consistent with this Charter.

15 B.(B) All appointments and promotions of employees in the Career Service shall be made
16 solely on the basis of merit and ability, or pursuant to a collective bargaining agreement entered into
17 pursuant to Part 10 of this Article. Dismissals, suspensions or disciplinary demotions of non-
18 probationary employees in the Career Service shall be made only for cause, including the good of
19 the service and subject to the right to strike provided in Part 10 of this Article. The Career Service
20 personnel system shall provide for equal employment opportunity without regard to race, color,
21 creed, national origin, gender, sexual orientation, age, disability, or political affiliation or any other
22 status protected by federal, state or local laws.

23 C.(C) The City Council shall by ordinance enact a classification, ~~and~~ pay plan, ~~and~~ attendant
24 pay rates, and benefits for all classifications in the Career Service and all classifications not in the
25 Career Service based upon the duties of the several classifications, except elected and appointed
26 Charter officers, the ranks of the classified service in the Police and Fire Departments, Deputy
27 Sheriffs, Deputy Sheriff Majors, Deputy Sheriff Division Chiefs, ~~and the Sheriff,~~ and other employees
28 whose classification, pay plan, attendant pay rates, and benefits are set in accordance with collective
29 bargaining agreements pursuant to Part 10 of this Article ~~based upon the duties of the several~~
30 ~~classifications.~~ The pay rates as reflected in the pay plan shall provide like pay for like work within
31 such classifications. ~~The Council shall also by ordinance enact benefits for employees in such~~
32 ~~classifications.~~ The Council shall enact such ordinances after recommendations are made as
33 provided in subsection (D) of this section. Nothing in this section shall be deemed to prohibit the

1 payment of incentives for outstanding performance by employees within such classifications
2 according to standards and procedures established by ordinance.

3 **§ 9.9.14 - Collective bargaining agreement; what constitutes.**

4 (A) The collective bargaining agreement between the City and the bargaining agent shall
5 consist of any and all terms actually agreed to by the parties or awarded by the arbitrator. At the
6 request of either the bargaining agent or the Corporate Authorities, the agreement shall contain a
7 grievance procedure which culminates in final and binding arbitration by a neutral arbitrator. The
8 grievance procedure may be established by voluntary agreement or by the arbitrator, provided such
9 grievance procedure shall not conflict with any provisions of the Charter.

10 (B) Whenever there is a conflict between the terms of the ~~collective bargaining~~
11 ~~agreement and a rule, executive order, procedure, policy, or any ordinance of the City which is~~
12 ~~applicable only to employees of the City, the provisions of the agreement shall prevail any provision~~
13 ~~of the Charter of the City and County of Denver, applicable Career Service Rules, applicable City~~
14 ~~Ordinances or Federal or State laws, or executive orders, the agreement shall be deemed to be~~
15 ~~subordinate unless there is express violation of the terms of this Part 9.~~

16 **PART 10. - COLLECTIVE BARGAINING; CERTAIN CITY EMPLOYEES**

17 **§ 9.10.1 - Statement of policy.**

18 It is the public policy of the people of the City and County of Denver to equalize the bargaining
19 power of city employees and the elected and appointed officials of the City and County of Denver by
20 providing for such employees the right to bargain collectively with the employer through an exclusive
21 agent for certain terms and conditions of employment, the right to have such terms and conditions
22 set by contract, and all other rights of labor, including the right to strike, or organize in any work
23 stoppage, slowdown, or mass absenteeism in the event of an impasse as provided in this Part 10.
24 Provided, however, that the protection of the public health, welfare, and safety demands that the
25 employees of the Denver County Court and the Board of Water Commissioners not be allowed to
26 strike or engage in any work stoppage, slowdown, or mass absenteeism and, in lieu the City hereby
27 adopts a system of binding interest arbitration to resolve such impasses for employees of the Denver
28 County Court and the Board of Water Commissioners.

29 **§ 9.10.2 - Definitions.**

30 As used in this Section, the following terms shall, unless the context requires a different
31 interpretation, have the following meanings:

32 (A) “Bargaining agent” means an employee organization chosen by the bargaining unit
33 pursuant to Section 9.10.5

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

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

8 (D) “Confidential employee” means an employee who assists and acts in a confidential
9 capacity to persons who formulate, determine, and effectuate management policies in the field of
10 labor relations and shall have the same meaning and be interpreted in the same manner as that term
11 is used in the National Labor Relation Act, 29 U.S.C. §§ 151-169, as amended.

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

18 (F) “Employee organization” means an organization of any kind in which employees
19 participate and which exists for the purpose, in whole or in part, of negotiating with the Corporate
20 Authority on labor disputes, wages, rates of pay, hours of employment, or other conditions of
21 employment as provided in this Part 10. An employee organization shall not include an organization
22 initiated, created, or dominated by the Corporate Authority or any organization acting on behalf of
23 the Corporate Authority.

24 (G) “Executive employees” means bargaining-eligible employees of the Mayor, the
25 Managers making up the Mayor’s Cabinet, the Director of the Department of Excise and Licenses,
26 and all other bargaining-eligible employees employed in executive offices, agencies, and
27 departments under control of the Mayor.

28 (H) “Supervisory employee” means any employee having authority, in the interest of the
29 applicable Corporate Authority, to direct, hire, transfer, suspend, lay off, recall, promote, discharge,
30 assign, reward, or discipline other employees.

31 **§ 9.10.3 - Right to organize and bargain collectively; subjects of bargaining.**

32 (A) Except as otherwise provided in Subsection (C), bargaining-eligible employees shall
33 have the right to bargain collectively with their respective Corporate Authority and to be represented

1 by a bargaining agent in such negotiations as to wages and compensation, rates of pay, benefits,
2 dependent benefits, promotions, hours, working conditions, employee facilities, paid time off, leave,
3 grievance procedures, procedures for the appeal of disciplinary actions, and other terms and
4 conditions of employment consistent with the provisions in this Charter and state and federal law.

5 Provided, however, that:

6 (i) participation in either the Denver Employees Retirement Plan or the Employees
7 Retirement Plan of the Board of Water Commissioners shall not be a subject of negotiation;

8 (ii) no agreement negotiated under this Part 10 shall permit any form of discipline to be
9 appealed to the Career Service Board if it imposes a penalty less than demotion, suspension,
10 temporary reduction in pay, or dismissal; and

11 (iii) bargaining-eligible employees other than those comprising the Career Service shall
12 have the right to bargain collectively and be represented by a bargaining agent in negotiations for
13 disciplinary procedures in addition to the subjects identified in this Section.

14 (B) Nothing in this Part 10 shall affect the authority of the Mayor and the cabinet to
15 formulate the general administrative policies of the City and County, or the authority of appointed
16 and elected city officers, including the Board of Water Commissioners, to determine which services
17 are provided to the public, to hire and assign job duties to employees, to discipline employees for
18 cause, to take actions necessary to comply with federal or state law, or take any other actions
19 necessary to comply with the requirements of this Charter. Provided, however, whenever the terms
20 of a collective bargaining agreement conflict with the terms of an executive order, ordinance, rule,
21 procedure or policy that is applicable only to employees of the City or employees of the Board of
22 Water Commissioners, the terms of the collective bargaining agreement shall prevail.

23 (C) This Part 10 shall be effective beginning January 1, 2026. Provided, however, prior to
24 January 1, 2030, no more than five (5) bargaining units made up of executive employees may be
25 formed and such bargaining units shall contain a minimum of fifty (50) executive employees.
26 Thereafter, no more than one (1) bargaining unit composed of executive employees, regardless of
27 size, may be formed per calendar year unless otherwise authorized by the Mayor.

28 **§ 9.10.4 - Determination of bargaining unit.**

29 (A) An employee organization wishing to represent bargaining-eligible employees shall
30 determine which employees share a substantial mutual interest in wages, hours, and other
31 conditions of employment such that they share a community of interest as understood under the
32 National Labor Relation Act, 29 U.S.C. §§ 151-169, as amended, provided, however, bargaining
33 units for employees of the City Council, Denver County Court, Library Commission, Civil Service

1 Commission, Board of Adjustment, and Board of Water Commissioners may only include employees
2 of their respective bodies.

3 (B) In the event that the respective Corporate Authority or another employee organization
4 disputes the appropriateness of the bargaining unit, the matter shall be submitted to binding
5 arbitration using standards and procedures established by ordinance, or in the case of disputes
6 regarding bargaining units for employees of the Board of Water Commissioners, by rules and
7 regulations or policies and procedures promulgated by the Board.

8 (C) The Council, or the Board of Water Commissioners for bargaining units made up of the
9 Board's employees, shall create a permanent panel of at least three (3) arbitrators to decide disputes
10 regarding bargaining units pursuant to this Section. In order to be eligible to be on the permanent
11 panel of arbitrators, a person must be impartial and disinterested and must be qualified by
12 experience and training as a neutral hearing officer or arbitrator in labor or management disputes.
13 The dispute experience shall be in impasse negotiations between labor and management, disputes
14 over the meaning or application of contracts between labor and management, or discipline. Any
15 person whose only experience is as a hearing officer for any Civil or Career Service System shall
16 not be qualified. Persons who are members of the National Academy of Arbitrators or on the
17 American Arbitration Association panel of labor arbitrators are presumptively qualified. The terms,
18 procedure for removal, and method of selection shall be set forth by ordinance, or in the case of
19 arbitrators for employees of the Board of Water Commissioners, by rules and regulations
20 promulgated by the Board.

21 (D) The Council may establish by ordinance, and the Board of Water Commissioners for
22 bargaining units made up of the Board's employees may establish by rules and regulations, a
23 process for bargaining-eligible employees to join a bargaining unit, or to clarify which employees are
24 included in a bargaining unit, once formed.

25 **§ 9.10.5 - Selection and recognition of bargaining agent.**

26 (A) The bargaining agent shall be the sole and exclusive representative of all members of
27 a bargaining unit if:

28 (i) of the members voting in a secret ballot election, a majority vote for the employee
29 organization seeking to be a bargaining agent; or

30 (ii) a majority of the employees making up the bargaining unit otherwise express an intent
31 to be represented by such employee organization in a manner that is mutually acceptable to the
32 applicable Corporate Authority and the employee organization.

33 (B) Questions concerning the selection or removal of any bargaining agent may be raised

1 by petition of any member of the bargaining unit if such petition is signed by at least thirty-three (33)
2 percent of the bargaining unit. Such a petition may be submitted to an arbitration association for the
3 purposes of an election, or a mutually acceptable alternative, as provided in this Section.

4 (C) No petition for the selection or removal of a bargaining agent may be filed within twelve
5 (12) months of the bargaining agent's certification after an election. Additionally, no petition may be
6 filed during the term of any existing agreement between the City and the bargaining agent except
7 during the period from November 1st to November 30th of the year preceding the final year of the
8 agreement.

9 (D) When a petition is filed concerning the selection or removal of a bargaining agent, the
10 arbitration association shall determine whether it contains the requisite number of signatures. If the
11 petition has the requisite number of signatures, the arbitration association shall determine the
12 question of the selection or removal of any bargaining agent by holding a secret ballot election of the
13 employees in the bargaining unit, or by any other procedure that requires a majority of the employees
14 making up the bargaining unit to consent to representation which is mutually agreed upon by the
15 applicable Corporate Authority and employee organization seeking to be a bargaining agent, and
16 certifying in writing the results thereof to the applicable Corporate Authority and the person, persons,
17 and employee organizations involved. In an election where none of the choices on the ballot receives
18 a majority of the votes cast, the arbitration association shall conduct a runoff election with the names
19 of the employee organizations receiving the highest and the second highest number of ballots cast
20 in the election appearing on the ballot.

21 (E) The secret ballot election and any required runoff shall be conducted as provided in
22 ordinance, or in the case of secret ballot elections for employees of the Board of Water
23 Commissioners, by rules and regulations promulgated by the Board. The cost of running the election
24 shall be borne equally by each employee organization on the ballot.

25 **§ 9.10.6 - Procedures for collective bargaining; obligation to bargain in good faith.**

26 (A) Procedures to begin the bargaining process and the schedule for bargaining shall be
27 as provided in ordinance, or in the case of the bargaining process for employees of the Board of
28 Water Commissioners, by rules and regulations promulgated by the Board.

29 (B) It shall be the obligation of the respective Corporate Authority and the bargaining agent
30 to meet and bargain in good faith at all reasonable times and places. This obligation shall include
31 the duty to cause any agreements to be reduced to a written contract and executed in a timely
32 manner. Any such contract shall be for a term of not less than one (1) year nor more than three (3)
33 years, notwithstanding the provisions of Article VII of this Charter relating to Budget and Finance. All

1 collective bargaining agreements shall be effective on January 1st and shall terminate on December
2 31st.

3 **§ 9.10.7 - Unresolved issues submitted to mediation.**

4 (A) In the event that the bargaining agent and the applicable Corporate Authority are
5 unable, within forty-five (45) days from and including the date of their first meeting, to reach an
6 agreement on a collective bargaining agreement, the Corporate Authority and the bargaining agent
7 shall engage in mediation, with the cost of mediation to be borne equally by the parties.

8 (B) The Council, or the Board of Water Commissioners for mediation regarding the Board's
9 employees, shall create a permanent panel of at least three (3) mediators to decide disputes
10 pursuant to this Section, whose qualifications, terms, and method of selection shall be set forth by
11 ordinance, or in the case of mediators for the Board of Water Commissioners, by rules and
12 regulations or promulgated by the Board.

13 **§ 9.10.8 - Impasse; right to strike and lockout.**

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

22 (B) Within fourteen (14) days of receipt of the notice of an intent to strike, organize in any
23 work stoppage, slowdown, or mass absenteeism, the City Council, the Clerk and Recorder, the
24 Auditor, or the Library Commission, for their respective employees, and the Mayor for all other
25 bargaining-eligible employees, shall determine whether the interruption of service resulting from the
26 strike, work stoppage, slowdown, or mass absenteeism will substantially threaten public health,
27 welfare, or safety. Such determination shall identify which employees are prohibited from engaging
28 in a strike, work stoppage, slowdown, or mass absenteeism. Except as otherwise provided in
29 subsection (G), such determination shall be a final decision which the bargaining agent may appeal
30 to County Court, using standards and procedures as provided in ordinance. The County Court may
31 overturn such a determination only upon a finding of abuse of discretion.

32 (C) Upon a finding, judicial review upholding a finding, or failure to seek judicial review of
33 a finding, that all of the employees in an applicable bargaining unit are prohibited from striking

1 because the interruption of service resulting from the strike, work stoppage, slowdown, or mass
2 absenteeism will substantially threaten the public health, welfare, or safety, the parties shall submit
3 to binding arbitration on any unresolved issues.

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

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

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

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

22 (iii) The cost of living; and

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

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

30 (F) The timeline and procedure for final offers and arbitration under this Section shall be
31 set forth by ordinance, or in the case of arbitration for employees of the Board of Water
32 Commissioners, by rules and regulations promulgated by the Board.

33 (G) Notwithstanding the provisions of this Section, upon receipt of a complaint filed by the

1 City and County of Denver, at any time, the County Court may issue an order requiring employees
2 back to work upon a finding that the interruption of service resulting from the strike, work stoppage,
3 slowdown, or mass absenteeism will substantially threaten the public health, welfare, or safety, using
4 standards and procedures as provided in ordinance. Such order shall identify which employees are
5 prohibited from engaging in a strike, work stoppage, slowdown, or mass absenteeism.

6 (H) Nothing in this Part 10 shall prohibit the applicable Corporate Authority and the
7 bargaining agent from negotiating and voluntarily accepting terms of an agreement prior to or during
8 the period of any strike, work stoppage, slowdown, mass absenteeism, or lockout.

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

17 **§ 10.1.6 - Manager and personnel.**

18 The property and personnel under control of the Board shall be referred to generally as Denver
19 Water. The Board shall designate a Manager, who shall cause the Board's policies and orders to be
20 executed and shall bring to the Board's attention matters appropriate for its action. The Board shall
21 have power to employ such personnel, including legal staff, ~~and fix the classifications thereof~~ as it
22 may deem necessary. The classifications of all such employees shall be fixed by the Board or in
23 accordance with collective bargaining agreements. All such personnel shall be hired and dismissed
24 on the basis of merit or in accordance with collective bargaining agreements. The Board shall define
25 the duties of each of its employees and fix the amount of their compensation except employees
26 whose compensation is set in accordance with collective bargaining agreements. It shall be the duty
27 of the Board to carry out the intent and requirements of Article XX of the Constitution of the State of
28 Colorado with respect to civil service for public utilities and works and to perform the customary
29 functions of a Civil Service Commission with respect to its employees. In performing the functions of
30 a Civil Service Commission, the Board or its designee shall have the power to conduct hearings,
31 administer oaths and issue subpoenas enforceable in the County Court of the City and County of
32 Denver. The Board may establish classifications of employment for persons outside the civil service
33 system who serve solely at the pleasure of the Board except as otherwise provided in a collective

1 bargaining agreement. Such employees shall include the number of temporary employees the
2 Board deems necessary and not more than 2 percent of all regular employees of the Board.

3
4 **Effective upon publication and filing with the Secretary of State in accordance with the**
5 **Constitution and laws of the State of Colorado, the following sections of the Charter of**
6 **the City and County of Denver are amended to read as follows:**

7
8 **Section 2.** The ballot shall contain the following title and submission clause:

9
10 **REFERRED QUESTION _____**

11
12 Shall the Charter of the City and County of Denver be amended to establish collective
13 bargaining as a method for setting compensation and other terms and conditions of
14 employment, including hours, working conditions, promotions, employee facilities, appeals of
15 disciplinary procedures, and benefits other than participation in the City's retirement program,
16 for non-supervisory city employees who are included in a bargaining unit, which may include
17 employees of executive agencies and departments under the Mayor, and may include
18 employees of Denver Water, the Denver Library, the City Council, the County Court, the Civil
19 Service Commission, the Board of Adjustment and certain employees of the Auditor and Clerk
20 and Recorder, but may not include employees who participate in forming management
21 positions during labor negotiations or police officers, sheriffs, and firefighters who already
22 have collective bargaining rights and are prohibited from striking, and shall the same
23 employees, except for employees of the Denver County Court and employees of Denver
24 Water, be granted the right to strike in the event of an impasse in bargaining negotiations only
25 if mediation does not resolve the impasse and such strike will not substantially threaten the
26 public health, welfare, or safety; and shall an impasse with the employees of Denver County
27 Court and employees of Denver Water be resolved through binding arbitration; and shall the
28 terms and provisions of a collective bargaining agreement with the Denver Sheriffs supersede
29 conflicting city personnel rules and policies?

30
31 **Section 3.** The proper officials of the City and County of Denver as are charged with duties
32 relating to the election shall, before the election, issue such calls, make such certifications and
33 publications, give such notices, make such appointments, and do all such other acts and things in

1 connection with the submission of this Charter amendment to the registered electors of the City and
2 County of Denver at the election as are required by the Constitution and laws of the State of Colorado
3 and the Charter and ordinances of the City and County of Denver.

4 **Section 4.** Pursuant to Section 31-2-210(4) of the Colorado Revised Statutes, the Clerk
5 and Recorder is directed to publish a notice of the City’s special election and to include in that
6 notice the full text of the proposed amendments as stated in this Ordinance. Such notice is to be
7 published within thirty (30) days of the adoption of this Ordinance and not less than sixty (60) days
8 nor more than one hundred twenty (120) days before said election.

9 **Section 5.** The ballots cast at such election shall be canvassed and the results ascertained,
10 determined, and certified in accordance with the requirements of the Constitution and laws of the
11 State of Colorado and the Charter and ordinances of the City and County of Denver.

12 **Section 6.** If any section, paragraph, clause, or other portion of this ordinance is held to be
13 invalid or unenforceable for any reason, the validity of the remaining portions of this ordinance shall
14 not be affected.

15
16 COMMITTEE APPROVAL DATE: _____, 2024.

17 MAYOR-COUNCIL DATE: _____, 2024.

18 PASSED BY THE COUNCIL July 15, _____ 2024

19 *Amursh P. Sandora* - PRESIDENT

20 APPROVED: *Michael C. Johnston* - MAYOR Jul 18, 2024 2024
Michael C. Johnston (Jul 18, 2024 14:39 MDT)

21 ATTEST: _____ - CLERK AND RECORDER,
22 EX-OFFICIO CLERK OF THE
23 CITY AND COUNTY OF DENVER
24

25 NOTICE PUBLISHED IN THE DAILY JOURNAL _____ 2024; _____ 2024

26
27 PREPARED BY: Anshul Bagga, Assistant City Attorney ; DATE: June 20, 2024

28
29 Pursuant to section 13-9, D.R.M.C., this proposed ordinance has been reviewed by the office of the
30 City Attorney. We find no irregularity as to form and have no legal objection to the proposed
31 ordinance. The proposed ordinance is not submitted to the City Council for approval pursuant to §
32 3.2.6 of the Charter.
33

34 Kerry Tipper, City Attorney

35 BY: *Anshul Bagga*, _____ City Attorney DATE: July 16, 2024