BY AUTHORITY

ORDINANCE NO. _____ COUNCIL BILL NO. 25-1556

SERIES OF 2025 COMMITTEE OF REFERENCE:

AMENDED 12-8-2025 Governance and Intergovernmental Relations

A BILL

For an ordinance concerning implementation of the collective bargaining rights for certain city employees and in connection therewith amending chapter 18 of the Code.

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

Section 1. That Article I, Chapter 18 of the Revised Municipal Code shall be amended by adding the language underlined, to read as follows:

ARTICLE I. - OFFICE OF HUMAN RESOURCES

Sec. 18-5. - Annual setting of classifications, pay plans and benefits.

(a) *Pay plan adjustments; exceptions.* On or before September 1 of each year, the career service board shall recommend classification and pay plan adjustments to the mayor and city council for all job classifications in the career service and for job classifications not in the career service based upon the duties of the job classifications except: those to which the provisions of section 9.2.1 of the Charter apply; the ranks in the classified service of the fire and police departments; deputy sheriffs, deputy sheriff majors, and deputy sheriff division chiefs; and other employees whose classification, pay plan, and attendant pay rates, are set in accordance with collective bargaining agreements pursuant to Article IX, Part 10 of the Charter. Any pay rate recommended by the board shall provide like pay for like work and shall be based on annual surveys of generally prevailing pay rates in the Denver metropolitan area or in other appropriate geographic areas so long as such survey data has been adjusted to the Denver market using economic adjustment tools.

Sec. 18-6. - Personnel actions to be in accordance with career service requirements.

(e) *Other personnel actions.* It shall be unlawful for any department head or other officer of the city to willfully promote, discipline, or terminate any employee of the city except in strict conformance with the terms of the career service provisions of the charter and the career service rules, or the provisions of a collective bargaining agreement negotiated pursuant to Article IX, Part 10 of the Charter.

Section 2. That Article XX, Chapter 18 of the Revised Municipal Code shall be amended by adding the language underlined, to read as follows:

Secs. 18-810 - 18-850. Reserved.

Section 2. That a new Article XXI, Chapter 18 of the Revised Municipal Code shall be added, to read as follows:

ARTICLE XXI. –COLLECTIVE BARGAINING FOR CERTAIN CITY EMPLOYEES

Sec. 18-851 - Definitions; applicability.

The definitions set forth in Section 9.10.2 of the Charter shall apply equally to this Article IX. In addition, the following terms shall have the meanings respectively assigned to them:

(1) *Association* means the American Arbitration Association.

(2) *City employee* means bargaining-eligible employees excluding employees of the Board of Water Commissioners.

(3) *Showing of interest petition* means a petition concerning the selection or removal of a bargaining agent signed by members of a bargaining unit made up of city employees filed pursuant to Section 9.10.5 of the Charter. A showing of interest is a document, including a document the form of which satisfies the requirements of the Colorado Uniform Electronic Transactions Act, C.R.S. §24-71.3-101, et seq., indicating membership in or otherwise showing intent to be represented by such employee or labor organization

(4) *New employee orientation* means the onboarding process of a newly hired city employee, whether in person, online, or through other means or mediums, in which city employees are advised of their employment status, rights, benefits, duties, and responsibilities or any other employment-related matters.

(5) *Petitioner* means an employee organization seeking to become the bargaining agent for a proposed bargaining unit made up of city employees.

(6) *Service* means delivery by hand, mail, or transmission by email, unless otherwise agreed to by all parties to a proceeding or otherwise required by law.

(7) *Represented employee* means a member of a bargaining unit with a certified bargaining agent.

(8) *Collective labor action* means strike, work stoppage, work slowdown, or mass absenteeism as contemplated in Section 9.10.8(A) of the Charter.

(9) *Collective Labor Action Authority* means the city council, the clerk and recorder, the auditor, or the library commission for their respective employees, and the mayor for all other city employees except employees of the Denver County Court and the presiding judge.

The provisions of this Article shall only apply to collective bargaining for city employees.

Sec. 18-852 - Panel of arbitrators.

In accordance with Section 9.10.4 of the Charter, there shall be and is hereby created a permanent panel of arbitrators, who shall have the powers and duties provided in this article.

(a) *Appointment and removal.* The panel shall consist of an odd number of no less than three (3) members, appointed by the city council acting by resolution. Members of the panel shall serve at the pleasure of council and may be removed before expiration of a term by council acting by resolution, unless the member has been selected to conduct a hearing pursuant to this article, in which case the member may only be removed after issuance of a final decision in the matter.

(b) *Terms.* Members of the panel shall serve a term not to exceed six (6) years. Members may be reappointed to additional terms in the same manner as the original appointment. Upon expiration of a term, a member may continue to serve until a successor is appointed or until removed by council.

(c) *Vacancy.* Any vacancy on the panel shall be filled in the same manner as original appointment, and any member so appointed shall serve the remainder of the term unless removed.

(d) *Designation of lead arbitrator*. Upon appointment, the members of the panel shall select one of the members as a lead arbitrator, by majority vote, who shall have the powers and duties provided in this article. The lead arbitrator shall be elected every two (2) years and shall hold such position for that time or until expiration of the member's term or the member's removal by council.

(e) *Lead arbitrator powers and duties.* The lead arbitrator shall assign matters to panel members and shall have authority to take all actions necessary for the expeditious resolution of matters arising for arbitration under this Article.

(f) *Assigned arbitrator powers and duties.* An arbitrator assigned to a matter shall have the power to control proceedings required by this article including, but not limited to, setting a schedule for written for briefings, ruling upon motions and offers of proof, receiving and admitting evidence, managing hearings, and issuing decisions and orders. The assigned arbitrator is entitled to examine any witness and request the submission of additional evidence and arguments. Additionally, any person designated to serve as an arbitrator shall be subject to the standards of

conduct set forth in the Colorado Code of Judicial Conduct and subject to disqualification for bias, prejudice, interest, or for any other reason for which a judge may be disqualified in a court of law.

Sec. 18-853 - Panel of mediators.

In accordance with Section 9.10.7 of the Charter, there shall be and is hereby created a permanent panel of mediators, who shall have the powers and duties provided in this article.

(a) *Appointment and removal.* The panel shall consist of no less than three (3) members, appointed by the council acting by resolution. Members of the panel shall serve at the pleasure of council and may be removed by council acting by resolution, unless the member has been selected to conduct a mediation pursuant to this article, in which case the member may only be removed after mediation has concluded. Any arbitrator appointed pursuant to this article shall be presumed to be appointed to serve a mediator under this section.

(b) *Qualifications*. In order to be eligible to be on the permanent panel of mediators, a person must be impartial and disinterested and must be qualified by experience and training as a neutral party in the field of labor relations. A person is ineligible to be on the permanent panel of mediators if they or a member of the immediate family, a business associate, or an employer including the city, has any substantial employment, contractual, or financial interest in that matter, as those terms are defined in the code of ethics pursuant to chapter 2, article IV of the code.

(c) *Terms.* Members of the panel shall serve a term not to exceed six (6) years and may be reappointed in the same manner as the original appointment. Upon expiration of the term, members of the panel may continue to serve until a successor is appointed or until removed by council.

(d) *Vacancy.* Any vacancy on the panel shall be filled in the same manner as original appointment, and any member so appointed shall serve the remainder of the term unless removed.

Sec. 18-854 - Determination of city employee bargaining units; procedure.

(a) *Filing of petition.* A petitioner shall file its petition via electronic or certified mail with the Association, the Corporate Authority, the mayor, city council, and the lead arbitrator on forms designated by the lead arbitrator, which shall contain:

(1) A description of the bargaining unit and the employees who share a community of interest as understood under the National Labor Relations Act, 29 U.S.C. §§ 151-169, as amended;

(2) The name or names of the department, agency, board, commission, council or component of city government that employs the employees;

(3) The approximate number of employees that would make up the bargaining unit;

(4) The names of other employee organizations that represent, or have filed a petition to represent, any employees within the proposed bargaining unit;

(5) The name of the employee organization submitting the petition along with contact information for the petitioner's designated representative(s); and

(6) A statement of whether the petitioner is seeking the right to be a sole and exclusive representative by election or another method.

(7) The assigned arbitrator shall decide any matter connected with the recognition of an employee organization as the bargaining agent of an employee or group employees in matters over which the Association does not assume jurisdiction.

(b) *Decertification.* A petition to decertify an existing bargaining agent must be filed during the month of November in the year a collective bargaining agreement will expire. If there is no collective bargaining agreement in effect, a petition to decertify an existing bargaining agent may be filed after the bargaining agent has been certified for at least one year.

(c) *Filing of preliminary showing of interest.* No later than three (3) calendar days after filing the petition, the petitioner shall file the names and signatures of employees within the proposed bargaining unit who have signed the petition, to demonstrate a preliminary showing of interest in forming a bargaining unit, with the Association. Failure to comply with this subsection shall render the petition withdrawn.

(d) *Alphabetical employee list.* No later than ten (10) calendar days after receipt of the petition, the corporate authority shall provide the petitioner and the Association with an alphabetical list and the city-issued email addresses. Home addresses, home phone numbers, cellular telephone numbers, and personal email addresses of the city employees that make up the proposed bargaining unit as outlined in the petition may be provided if the employee provides written consent to the release of that information. The Association shall certify the preliminary showing of interest by issuing written notice to the parties or issue a written notice of deficiency to the petitioner in accordance with Section 18-855.

(e) *Notice of filing.* No later than ten (10) calendar days after the Association provides notice to all parties that the preliminary showing of interest is verified, the Association shall send a copy of the notice electronically to all city employees on the alphabetical employee list and send a copy of the notice to any other employee organization that represents, or has filed a petition to represent, one or more of the employees in the alphabetical employee list as of the date of petition receipt. The Corporate Authority shall post notice of the filing of the petition in all locations where official employer notices are typically posted for a minimum of ten (10) calendar days. The notice must include the date of filing of the petition, the name of the petitioning employee organization, a

description of the bargaining unit, whether the petitioner seeks recognition without an election or seeks a representation election, and the name and email address of the petitioner's designated representative. The notice shall also describe the process by which a different employee organization may intervene and seek to become the bargaining agent.

(f) *Intervention*. A different employee organization may seek to become the bargaining agent by filing a request for intervention to the Association with copies to the lead arbitrator, designated representative(s) of the Corporate Authority, and designated representative of the petitioner. Any request to intervene must be filed within ten (10) calendar days of the notice to employees. A showing of interest of no less than thirty-three (33) percent of the bargaining-eligible employees must accompany the request sent to the Association.

(g) *Challenge to appropriateness.* The Corporate Authority or a different employee organization that represents, or has filed a petition to represent, one or more of the employees in the alphabetical employee list may file a challenge to the appropriateness of the bargaining unit via electronic or certified mail with the lead arbitrator, with notice to the petitioner and any interested parties. Any such challenge shall be filed no later than twenty-one (21) calendar days after the date of the notice of filing. Compliance with this subsection shall be a jurisdictional prerequisite to challenge the appropriateness of any proposed bargaining unit. A proposed bargaining unit shall be deemed appropriate if not challenged.

(h) *Hearing procedures.* Upon receipt of the challenge to the appropriateness of the proposed bargaining unit, the lead arbitrator shall appoint a panel member to decide the matter. The assigned arbitrator shall schedule a date and time for a hearing or, if there are no genuine issues of material fact in the complaint, render a final decision based on written briefing by the parties. If the assigned arbitrator determines that a hearing on the challenge is necessary, the hearing shall be set no later than twenty-one (21) calendar days from the service date of the challenge. At the conclusion of the hearing or upon review of the written briefs, the assigned arbitrator shall issue a written final determination of the appropriate bargaining unit and determining which employees and classifications belong in the appropriate bargaining unit. The arbitrator and the parties shall make every effort to complete the unit determination process within forty-five (45) calendar days of the service date of the challenge. A qualified intervenor may participate in the unit determination proceedings. The decision of the arbitrator on the unit determination question is final and binding on all parties and shall not be subject to appeal or challenge in any other proceeding. One-half of the necessary fees and necessary expenses of arbitration (excluding all fees and expenses incurred by either party in the preparation or presentation of its case) shall be borne by the City and one-half shall be borne by the employee organization.

Nothing herein shall preclude the parties from stipulating to an appropriate unit at any time. A representation election shall be held within thirty (30) calendar days of the determination of the appropriate unit, unless the association certifies in writing that they are unable to hold the election within thirty (30) calendar days. If the association sends such notice, the election shall be held as soon as practicable.

(i) *Clarification.* A petition to clarify an established unit or amend the certification of an existing bargaining unit, including but not limited to petitions to add employees to an existing certification for which there is a recognized bargaining agent, may be filed at any time with the lead arbitrator by the Corporate Authority or bargaining agent. The petition must be served on the other party and describe the clarification or amendment sought and the reasons therefor. The lead arbitrator shall assign a panel member to decide the matter. The decision of the arbitrator shall be final and binding on all parties and not subject to appeal or challenge in any other proceeding. One-half of the necessary fees and necessary expenses of arbitration (excluding all fees and expenses incurred by either party in the preparation or presentation of its case) shall be borne by the City and one-half shall be equally apportioned to the petitioner and intervening parties

Sec. 18-855 - Election of bargaining agent.

(a) If the Association determines the petitioner or any intervening labor organization, other than an incumbent bargaining agent, lacks a sufficient showing of interest following the determination of the bargaining unit, the Association shall provide notice to the organization which shall have seven (7) calendar days from the date of the notice to cure the deficiency. Any organization, other than the incumbent bargaining agent, that does not have a sufficient showing of interest in the sole determination of the Association shall not appear on the ballot. If the petitioner does not have a sufficient showing of interest, the petition shall be dismissed without prejudice.

(b) *Qualification for ballot.* Any employee organization who has submitted a petition to represent the same bargaining unit within ten (10) calendar days of the notice of filing date for the first petition, and who has received notice from the Association that the showing of interest petition contains signatures from thirty-three (33) percent of the bargaining unit, shall be placed on the ballot, along with any incumbent bargaining agent for the bargaining unit. In an initial election, the choice of “no representation” shall appear on the ballot.

(c) *Notice of election.* The Association shall provide notice of a secret ballot election at least fourteen (14) calendar days before the election. Notice shall be provided electronically to all employees in the bargaining unit and shall contain the date of the election along with instructions for voting. An election may be conducted via in-person, mail, or electronic means.

(d) *Election procedures.* The Association, consistent with these rules and in their discretion, shall prepare suitable notices and ballots for any election held under these rules. The Association shall convene the petitioner, the Corporate Authority, and any intervenor for the purposes of entering into an election agreement, which shall govern the conduct of an election.

(1) For a representation election, the secret ballot shall contain the name of any eligible Bargaining Agent(s) seeking to be the exclusive representative, and a choice of “no representation” for Employees who do not desire representation.

(2) Notices and ballots for any election shall be in English and Spanish if any party or eligible voter credibly indicates, at or before the pre-election conference, that any voters need Spanish-language ballots. Any party or eligible voter may request ballots in any other language, and the Association shall make efforts to so provide, if possible, in the time provided.

(3) If the parties have an election agreement, the election shall be conducted pursuant to the procedures therein.

(4) To the extent that the parties contest an individual employee's eligibility, the parties may agree that these employees can vote challenged ballots, so long as these employees do not comprise more than fifteen percent of the proposed unit. If the number of contested employees comprises more than fifteen percent of the proposed unit, an arbitrator must issue a decision and order concerning employee eligibility pursuant to the hearing procedures in Sec. 18-854.

(e) *Votes required.* The employee organization that receives a majority of the votes cast at an election shall be recognized and certified as the bargaining agent for the bargaining unit.

(f) *Runoff election.* If no employee organization receives a majority of the votes cast at an election or the choice of "no representation" does not receive the majority of the votes cast, the Association shall hold a runoff election between the employee organizations receiving the highest number of votes and the second highest number of votes. The runoff election shall be held no later than thirty (30) calendar days after the initial election.

(g) *Notice of results.* The Association shall provide the tally of ballots to the corporate authority and all employee organizations on the election ballot.

(h) *Objections; procedure and basis*.

(1) Within seven (7) calendar days after the tally of ballots has been provided, any party may file objections to the conduct of the election or to conduct affecting the results of the election to the lead arbitrator who shall assign an arbitrator to decide the matter. This deadline shall not be tolled or reset by any challenge to the validity of particular ballots, even in a number that could impact the election result; rather, all objections arising from the election, including challenges to ballots, must be filed and decided simultaneously.

(2) Objections must contain a short statement of the reasons therefor and must be accompanied by a written offer of proof identifying each witness the party would call to testify concerning the issue and summarizing the witness's testimony and attaching or, if not feasible to attach, describing all additional written or recorded evidence the party would submit in support.

(3) Any conduct, whether by any party to the election or any third party, that may have interfered with the free choice of the voters is grounds to set aside an election. This may include, but is not limited to, violations of employee, employee organization, or bargaining agent rights described in the Charter or this Article or the commission of unfair labor practices as defined in this Article.

(4) Upon receipt of written objections, the assigned arbitrator shall:

a. Review the evidence described in the objection. If the arbitrator determines that the objection would not constitute grounds for setting aside the election if introduced at a hearing, the arbitrator shall issue a decision disposing of the objections, issuing any lesser remedies, and certifying the results of the election, including issuing a certification of representative where appropriate. If the arbitrator determines the objections may require the setting aside of an election, they shall schedule a hearing concerning the objections. This hearing shall convene not more than twenty-one (21) calendar days from the date of receipt of the objections.

b. After the hearing, the arbitrator shall issue findings of fact and a decision on the objections and imposing any further remedies. A decision by the assigned arbitrator is final and not subject to review by the district court or challenge in any other proceeding.

(5) One-half of the necessary fees and necessary expenses of arbitration (excluding all fees and expenses incurred by either party in the preparation or presentation of its case) shall be borne by the City and one-half shall be equally apportioned to the petitioner and intervening parties.

(i) *Certification*. If no timely objections are filed or no objection is filed containing a challenge to a number of ballots sufficient to affect the result, and no runoff election is required to be held, the Association will issue a certification of the results of the election, including certification of the representative where appropriate.

(j) *Alternative method of selection.* The petitioner and the Corporate Authority may agree to an alternative method for determining majority support for recognition without an election. If an intervenor qualifies with thirty-three (33) percent showing of interest, a representation election must be held. In order to be recognized as the bargaining agent without an election, the petitioner and the Corporate Authority shall request the Association determine whether the employee organization seeking recognition without an election has satisfied the requirement for majority support. If majority support is verified, the Association shall order that the employee organization be recognized and certified as the bargaining agent for the appropriate unit.

Sec. 18-856 - Employee option for payroll deduction of membership dues and other contributions.

(a) The Corporate Authority shall honor the terms of a represented employee's authorization for payroll deductions of dues and other payments, if made in any form that satisfies the requirements of the "Uniform Electronic Transactions Act", C.R.S. Article 71.3 of Title 24, including an electronic signature as defined in C.R.S. Section 24-71.3-102(8). The Corporate Authority shall process an authorization for payroll deduction of dues for a bargaining eligible employee only for the employee organization that is the bargaining agent where the employee is in a recognized bargaining unit. Where the employee is not a member of a recognized bargaining unit, the Corporate Authority shall process an authorization for any employee organization indicated by the employee. An authorization for a payroll deduction may be revoked by the employee within the pay period immediately after the anniversary of the authorization in any given year.

(b) The Corporate Authority will promptly transmit an electronic roster of all employees using payroll deduction for dues or other payments, and all such dues or other payments, by check or electronic payment, to the bargaining agent or related entities no later than the last day of each month.

Sec. 18-857 – Procedures for collective bargaining.

(a) *Request for bargaining.* In order to begin the bargaining process for a contract governing city employees, either the Corporate Authority or the bargaining agent shall serve written notice of a request for bargaining on the other party not later than April 30 of the year prior to the contract period which will be the subject of bargaining or in accordance with the notice requirements, if any, contained in any applicable collective bargaining agreement. A collective bargaining agreement shall expire on December 31 but the terms of the collective bargaining agreement, other than no-strike and no-lockout provisions, shall remain in effect until replaced by a subsequent collective bargaining agreement. In the case of an initial collective bargaining agreement, a request to negotiate may be made at any time after a bargaining agent is recognized.

(b) *Commencement of bargaining.* Unless otherwise agreed to by the Corporate Authority and the bargaining agent, bargaining shall be scheduled no later than thirty (30) calendar days after the request for bargaining is served. All bargaining must be scheduled to commence no later than October 1 of the year prior to the creation of a new agreement or expiration of the previous agreement.

(c) *Ground rules.* The Corporate Authority and the bargaining agent shall meet prior to the

start of bargaining to agree to ground rules governing the negotiations. These ground rules shall include the names of all members of each bargaining team, the dates and locations of bargaining sessions, and methods for exchanging proposals, along with any other appropriate agreements prior to the start of negotiations.

(d) *Release from duty of employee representatives.* Employee representatives of the bargaining agent shall be released from duty without charge to pay or leave to engage in collective bargaining with the Corporate Authority and the number of employee representatives released from duty with pay shall be at least equal in number to the number of corporate authority bargaining team members, unless otherwise agreed to in the ground rules.

(e) *Good faith obligation to share information.* The obligation in Section 9.10.6(B) of the Charter to collectively bargain in good faith includes an obligation for the Corporate Authority to provide the following information upon request of the bargaining agent:

(1) Information reasonably necessary to understand the terms and conditions of employment currently applicable to members of the bargaining unit;

(2) Information reasonably necessary to interpret the existing collective bargaining agreement; and

(3) Information reasonably necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining or subject to a grievance under a collective bargaining agreement.

This obligation does not require a party to provide information that is privileged, that may not be disclosed by law, that is unduly burdensome to provide, or that constitutes guidance, advice, counsel, or training on collective bargaining provided for managerial or executive employees of the Corporate Authority or for representatives of the bargaining agent. The duty of good faith also requires negotiation of a reasonable protective order where doing so may enable the provision of such information. For the purposes of this section, "unduly burdensome" means that the City does not have the requested information or compliance with the request would be prohibitively expensive in time, labor and resources to fulfill and that the City does not possess the resources to fulfill the request.

(f) *Disputes regarding bargaining subjects.* In the event that the Corporate Authority and bargaining agent cannot resolve a dispute regarding whether a subject of bargaining is subject to bargaining under Section 9.10.3(A) of the Charter, either party may file a petition for resolution of the issue with the lead arbitrator who shall immediately assign a panel member to the dispute. The assigned arbitrator shall schedule a date and time for a hearing or, if there are no genuine issues of

material fact in the complaint, order expeditious written briefing from the parties and render a final decision on the briefs. Any hearing shall be set no later than seven (7) calendar days from the service date of the petition. The assigned arbitrator shall issue a written final decision within seven (7) calendar days from receipt of the written briefs or, if a hearing is held, conclusion of the hearing. One-half of the necessary fees and necessary expenses of arbitration (excluding all fees and expenses incurred by either party in the preparation or presentation of its case) shall be borne by the City and one-half shall be borne by the bargaining agent.

(g) *Mediation.* If the Corporate Authority and the bargaining agent are unable to reach an agreement, then, pursuant to Section 9.10.7 of the Charter, the lead arbitrator shall select and appoint a mediator from the panel of mediators. The assigned mediator shall set the time, place, and scope of mediation, may request materials from the parties to assist in resolution, and shall have the authority to determine that an impasse has been reached and release the parties from mediation. Mediation shall commence as soon as practicable. One-half of the necessary fees and necessary expenses of mediation (excluding all fees and expenses incurred by either party in the preparation or presentation of its case) shall be borne by the City and one-half shall be borne by the bargaining agent.

(h) *Mid-term Bargaining.* During the term of a collective bargaining agreement, should an appropriate management official of the Corporate Authority seek to change conditions of employment for members of a bargaining unit, the Corporate Authority will, prior to effecting the change, provide notice to the bargaining agent and a reasonable opportunity to request appropriate bargaining, provided the change:

1. Has a greater than de minimis impact on one or more of the employees in the unit; and

2. Is not a matter upon which the bargaining agent has clearly and unmistakenly waived its right to negotiate.

Sec. 18-858 - Collective labor action after impasse; rights of parties.

Procedures for the notice of a planned collective labor action or lockout, and for submission to binding interest arbitration, shall be as set out in Section 9.10.8 of the Charter. In addition:

(a) *Election of binding interest arbitration.* In the alternative to submitting a notice of intent to engage in a collective labor action after impasse, the bargaining agent may waive the right to engage in a collective labor action and elect to engage in binding interest arbitration, subject to the agreement of the Collective Labor Action Authority. Agreement to proceed to binding interest arbitration shall constitute a waiver of the right of the Collective Labor Action Authority to engage in a lockout. Upon agreement, the parties shall submit to binding interest arbitration.

(b) *Reinstatement.* All employees who lawfully participate in a collective labor action shall neither be discharged nor have their duties reassigned to another employee past their return from participation in a collective labor action, and are entitled to immediate reinstatement upon conclusion of the collective labor action.

(c) *Suspension of wages.* During a lawful collective action or lock out, the Corporate Authority may discontinue paying all wages and benefits to the employees involved, with the exception of medical insurance coverage, which will be continued for employees. Employees will be responsible for paying their portion of their medical insurance coverage, which the City shall deduct from their wages when they return to duty, or if they do not return, from their final paycheck. The city will make payments to maintain coverage during the action and the employee shall repay that contribution upon the end of the action.

Sec. 18-859 - Complaints to County Court regarding permissibility of collective labor action.

(a) Upon receipt of a determination of which employees are prohibited from engaging in a strike issued by The Collective Labor Action Authority pursuant to §9.10.8(B) of the Charter, the bargaining agent must challenge the determination within thirty (30) days of receipt. The county court may overturn such determination only upon a finding of abuse of discretion.

Sec. 18-860 – Binding interest arbitration and final offers; timeline and procedure.

(a) In the event that the bargaining agent and the Corporate Authority are unable, within forty-five (45) days from the final date of mediation, to reach an agreement on a collective bargaining agreement, any and all unresolved issues may be submitted to binding arbitration. The obligation of the parties to bargain in good faith shall continue after submission of unresolved issues to binding arbitration. Any or all issues which are unresolved between the bargaining agent and the Corporate Authorities may be resolved by the parties until the sixteenth day following receipt of the decision of the arbitrator. Any agreements reached within fifteen (15) days following receipt of the decision of the arbitrator shall supersede the decision of the arbitrator. In the event the 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 arbitrator, then the arbitrator shall make no decision on such issue or issues. One-half of the necessary fees and necessary expenses of arbitration (excluding all fees and expenses incurred by either party in the preparation or presentation of its case) shall be borne by the City and one-half shall be borne by the bargaining agent.

(b) The arbitrator's decision shall be subject to court review only pursuant to the terms of this section. Any party desiring court review must file suit in district court no later than thirty (30) days

after the date of the arbitrator's decision. Failure to file suit within this time frame shall waive the right to appeal the decision. A party may appeal to the District Court only on the following grounds:

(1) The award was procured by corruption, fraud or other similar wrongdoing;

(2) The decision on any issue is arbitrary and capricious, to wit, there is no competent evidence in the record to support the decision;

(3) The decision on any issue was reached without considering the factors listed in Section 9.9.10 hereof; or

(4) The award of the arbitrator on an issue was not the final offer of the Corporate Authorities or the final offer of the bargaining agent.

(c) The court shall not conduct de novo review except to determine whether the award was procured by corruption, fraud or other similar wrongdoing. If the court determines:

(1) That the award was procured by corruption, fraud or other similar wrongdoing, the entire award shall be vacated and the matter shall be remanded back to a different arbitrator selected pursuant to section 18-852 of the code. The arbitrator who issued the award determined to be procured in corruption, fraud, or similar wrongdoing shall no longer be deemed qualified to be on the permanent panel of arbitrators, shall cease to be a member of the panel, and shall not be eligible for reappointment to the permanent panel.

(2) That the arbitrator's decision on any issue is arbitrary and capricious, the court shall remand that issue to the arbitrator with instructions to conduct a new hearing on that issue if either the bargaining agent or the Corporate Authorities so desires and, with or without a new hearing, to issue a new decision on that issue which is based on some competent evidence in the record. If the court determines that the arbitrator's decision on any issue was reached without considering the factors listed in Section 9.10.8(E) of the Charter, the court shall remand that issue to the arbitrator with instructions to conduct a new hearing on that issue if either the bargaining agent or the Corporate Authorities so desire and, with or without a new hearing, to issue a decision which considers the factors listed in Section 9.10.8(E) of the Charter, as the arbitrator deems proper.

(3) That the arbitrator's decision did not accept the final offer of either the Corporate Authorities or the bargaining agent on an issue, the court shall remand the issue to the arbitrator with instructions to accept the final offer of either the Corporate Authorities or the bargaining agent.

Sec. 18-861 - Unfair labor practices.

(a) A Corporate Authority and anyone acting on its behalf shall not:

(1) Retaliate against any employee or other person for forming, joining, supporting, participating in, or being a member or representative of an employee organization; for participating

or providing information in an election, collective bargaining, mediation, arbitration, or any other proceeding arising from Article IX, Part 10 of the Charter or this Article; for expressing views regarding employee representation, collective bargaining, workplace issues, or the rights granted to employees in Article IX, Part 10 of the Charter or in this Article; for authorizing payroll deductions for employee organization dues or other voluntary contributions; or for associating with anyone engaged in such activities, by taking any action that might deter a reasonable employee from engaging in such activities in the future;

(2) Deter or discourage employees or applicants from engaging in any of the foregoing activities, except that the Corporate Authority may respond to questions from an employee related to her employment as long as the response is neutral toward participation in and selection of an employee organization;

(3) Use any public resource or official position to support or oppose an employee organization, except for the provision of training or orientation information that is neutral toward participation in and selection of an employee organization and provided that actions necessary to comply with Article IX, Part 10 of the Charter; this Article, or a collective bargaining agreement are permitted. The expression of any personal view, argument, or opinion by an elected official shall not be considered a violation of this section unless the expression contains a threat of reprisal or promise of a benefit or is made under coercive conditions. Representatives of the Corporate Authority may correct the record with respect to any false or misleading statement made by any person, publicize the fact of a representation election, and encourage employees to exercise their right to vote in the election;

(4) Dominate or interfere with the formation, existence, or administration of an employee organization;

(5) Make materially untruthful, intimidating, or inflammatory statements, or engage in intimidating behavior, intended to influence an election;

(6) Deny the rights accompanying certification as a bargaining agent pursuant to the Charter and this Article;

(7) Engage in collective bargaining regarding the subjects of bargaining with an organization or group of employees other than the bargaining agent certified to represent a unit to which the employees at issue belong;

(8) Disclose the identities or private information of employees within the bargaining unit; other than to a bargaining agent, petitioner, or intervenor for a proposed or certified bargaining unit to which the employee belongs, as required by this Article; and unless otherwise required by law;

(9) Prohibit employees from communicating with one another and with employee

organization representatives concerning organization, representation, workplace issues, the collective bargaining process, and the business and programs of certified employee organizations by means of e-mail systems, texts, other electronic communications, telephone, paper documents, and other means of communication subject to reasonable restrictions, provided that employee communications shall not be disruptive of work nor create substantial cost to the Corporate Authority;

(10) Fail to permit an employee in a bargaining unit to be represented by the bargaining agent at any examination of the employee in connection with a workplace-related investigation if (a) the employee reasonably believes that the examination may result in an adverse employment action against the employee and (b) the employee requests representation;

(11) Refuse to bargain collectively in good faith with a certified bargaining agent;

(12) Refuse to comply with a binding arbitration award or another decision of an arbitrator made under this Article absent a court order staying or overturning the decision; or

(13) Otherwise fail to comply with the requirements of Article IX, Part 10 of the Charter or of this Article in a manner that materially interferes with the processes described herein or with the ability of an employee or employee organization to participate in them.

(b) An employee organization and anyone acting on its behalf shall not:

(1) Restrain or coerce employees in the exercise of rights guaranteed in Article IX, Part 10 of the Charter or in this Article;

(2) Make materially untruthful, intimidating, or inflammatory statements, or engage in intimidating behavior, intended to influence an election;

(3) Refuse to bargain collectively in good faith when acting as a bargaining agent under this Article;

(4) Refuse to comply with a binding arbitration award or another decision of an arbitrator made under this Article absent a court order staying or overturning the decision;

(5) Willfully or deliberately fail to fairly represent a City employee who is in a bargaining unit exclusively represented by the employee organization in the negotiation or enforcement of the terms of a collective bargaining agreement;

(6) Otherwise fail to comply with the requirements of Article IX, Part 10 of the Charter or of this Article in a manner that materially interferes with the processes described herein or with the ability of an employee or employee organization to participate in them.

(c) *Unfair labor practice charge.* A charge of unfair labor practices may be filed by the city or any ~~recognized bargaining agent~~ employee organization impacted by the alleged practice. A charge shall be filed with the lead arbitrator and must be received by the lead arbitrator within six (6) months after the date on which the charging party knew or reasonably should have known of the

alleged unfair labor practice. One-half of the necessary fees and necessary expenses of arbitration (excluding all fees and expenses incurred by either party in the preparation or presentation of its case) shall be borne by the City and one-half shall be borne by the ~~recognized bargaining agent~~ employee organization.

(1) The lead arbitrator shall assign an arbitrator to decide the matter, including ordering briefing if the complaint alleges facts that would constitute an unfair labor practice if proven, conducting a hearing on a complaint presenting disputes of fact, issuing a written decision, and ordering any appropriate remedial relief.

(2) The arbitrator may dismiss the charge if the arbitrator determines that the allegations, if proved, would not constitute an unfair labor practice.

(3) If the arbitrator determines that they do not have jurisdiction, that the charge has not been timely filed, that the charge fails to state an unfair labor practice, or for other appropriate reasons, the arbitrator may request the charging party to withdraw the charge. If the charging party does not withdraw the charge within a reasonable period of time, the arbitrator will dismiss the charge and provide the parties with a written statement of the reasons for not pursuing the charge.

(4) A decision by the arbitrator is final and subject to review by the district court.

Sec. 18-862 - Violation of Unfair Labor Practices.

(a) Violations of Unfair Labor Practices.

(1) Within one year after an alleged violation of Sec. 18-861(a)(1),(2),(8),(9),(10), or (13) or Sec. 18-861(b)(1),(5), or (6), an aggrieved individual may file a complaint with the auditor as specified in this section.

(2) Upon receipt of an alleged violation, the auditor shall either:

a. Investigate the alleged violations; or

b. Authorize the aggrieved individual to proceed with an action in district court. The auditor must authorize any employee under the auditor's supervision to proceed with an action in district court without conducting an investigation.

(3) If the auditor conducts an investigation of alleged violations, at the conclusion of the investigation, the auditor shall state in writing an investigatory determination of whether an unfair labor practice or unfair labor practices occurred, and shall either:

a. Authorize the aggrieved individual to proceed with an action in district court; or

b. If the investigatory determination is that an unfair labor practice or unfair labor practices occurred, bring the matter to an administrative hearing officer within the office of the auditor for a hearing.

(4) Upon a hearing and a final determination by an administrative hearing officer finding that an unfair labor practice or unfair labor practices occurred, the hearing officer shall award the remedies identified in in this section. Determinations made by a hearing officer within the office of the auditor under this subsection are appealable to district court.

(5) A person who receives authorization to proceed with an action in district court pursuant to any subsection of this section is considered to have exhausted administrative remedies.

(b) Actions in court. An aggrieved individual may, within ninety days after exhausting administrative remedies pursuant to this section, commence an action in district court for a violation of section 18-861.

(c) Relief Authorized. The auditor or a court may order all affirmative relief that such entity determines to be appropriate, including the following, against a party who is found to have engaged in an unfair labor practice:

(1) Reinstatement or rehiring of a worker;

(2) Any lost pay resulting from the violation, including back pay for a reinstated or rehired worker and front pay for a worker who is not reinstated or rehired; and

(3) Any other equitable relief the court deems appropriate.

(d) Compensatory and Punitive Damages. In addition to the relief available pursuant to this section, in a civil action brought by a plaintiff under this section against a defendant who is found to have engaged in an intentional discriminatory, adverse, or retaliatory employment practice, the plaintiff may recover compensatory and punitive damages as specified.

(1) A plaintiff may recover punitive damages against a defendant if the plaintiff demonstrates by clear and convincing evidence that the defendant engaged in a discriminatory, adverse, or retaliatory employment practice with malice or reckless indifference to the rights of the plaintiff. However, if the defendant demonstrates good-faith efforts to comply with this section and to prevent discriminatory, adverse, and retaliatory employment practices in the workplace, the court shall not award punitive damages against the defendant.

(2) A plaintiff may recover compensatory damages against a defendant for other pecuniary losses, emotional pain and suffering, inconvenience, mental anguish, loss of enjoyment of life, and other nonpecuniary losses.

(3) In determining the appropriate level of damages to award a plaintiff who has been the victim of an intentional discriminatory, adverse, or retaliatory employment practice, the court shall consider the size and assets of the defendant and the egregiousness of the discriminatory, adverse, or retaliatory employment practice.

(4) Compensatory or punitive damages awarded pursuant to this section are in addition

to, and do not include, front pay, back pay, interest on back pay, or any other type of relief awarded pursuant to subsection (c) of this section.

(5) If a plaintiff in a civil action filed under this section seeks compensatory or punitive damages, any party to the civil action may demand a trial by jury.

(6) The court shall award reasonable attorney fees to a plaintiff who prevails in an action brought pursuant to this section.

(e) Rulemaking. The auditor may promulgate rules necessary to implement this section.

Sec. ~~18-862~~ 18-863. Employee Organization Access and New Employee Orientation.

(a) *Meetings.* The Corporate Authority shall make available on a reasonable basis and upon request meeting or conference rooms and provide access to areas unrestricted to the general public other than work areas to representatives of an employee organization to solicit support and membership and otherwise provide information to bargaining eligible employees provided that such solicitation does not disrupt the work of the bargaining eligible employees involved. In the event bargaining eligible employees subject to solicitation by the Employee organization are represented by a bargaining agent, only the employee organization serving as the bargaining agent shall be afforded the access described in this section. The Corporate Authority shall not provide access to meetings or conference rooms in secured areas where doing so would cause a violation of local, state, or federal law.

(b) *New Employee Orientation.* The city shall provide the exclusive representative notice at least ten days in advance of a new employee orientation; except that a shorter notice may be provided when there is an urgent need, critical to the county's operations, that was not reasonably foreseeable.

COMMITTEE APPROVAL DATE: October 21, 2025

MAYOR-COUNCIL DATE: October 28, 2025 by Consent

PASSED BY THE COUNCIL _____

_____ - PRESIDENT

APPROVED: _____ - MAYOR _____

ATTEST: _____ - CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

NOTICE PUBLISHED IN THE DENVER POST _____; _____

PREPARED BY: Jonathan Griffin, Assistant City Attorney; DATE: December 4, 2025

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

Miko Ando Brown, Denver City Attorney

BY: _____, Assistant City Attorney DATE: _____