

1 BY AUTHORITY

2 ORDINANCE NO. _____
3 SERIES OF 2025

COUNCIL BILL NO. 25-1556
COMMITTEE OF REFERENCE:
4 Governance and Intergovernmental Relations

5
6 A BILL
7

8 **For an ordinance concerning implementation of the collective bargaining rights**
9 **for certain city employees and in connection therewith amending chapter 18 of**
10 **the Code.**
11

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

13 **Section 1.** That chapter 18 of the Revised Municipal Code shall be amended by deleting the
14 language stricken and adding the language underlined, to read as follows:
15

16 **ARTICLE I. - OFFICE OF HUMAN RESOURCES**

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

18 (a) *Pay plan adjustments; exceptions.* On or before September 1 of each year, the career
19 service board shall recommend classification and pay plan adjustments to the mayor and city council
20 for all job classifications in the career service and for job classifications not in the career service
21 based upon the duties of the job classifications except: those to which the provisions of section
22 9.2.1 of the Charter apply; the ranks in the classified service of the fire and police departments;
23 deputy sheriffs, deputy sheriff majors, and deputy sheriff division chiefs; and other employees whose
24 classification, pay plan, and attendant pay rates, are set in accordance with collective bargaining
25 agreements pursuant to Article IX, Part 10 of the Charter. Any pay rate recommended by the board
26 shall provide like pay for like work and shall be based on annual surveys of generally prevailing pay
27 rates in the Denver metropolitan area or in other appropriate geographic areas so long as such
28 survey data has been adjusted to the Denver market using economic adjustment tools.
29

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

31 (e) *Other personnel actions.* It shall be unlawful for any department head or other officer
32 of the city to willfully promote, discipline, or terminate any employee of the city except in strict
33 conformance with the terms of the career service provisions of the charter and the career service
34 rules, or the provisions of a collective bargaining agreement negotiated pursuant to Article IX, Part
35 10 of the Charter.

1
2 **ARTICLE IX. – ~~RESERVED~~COLLECTIVE BARGAINING FOR CERTAIN CITY EMPLOYEES**

3 **Sec. 18-331 - Definitions; applicability.**

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

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

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

9 (3) *Showing of interest petition* means a petition concerning the selection or removal of a
10 bargaining agent signed by members of a bargaining unit made up of city employees filed pursuant
11 to Section 9.10.5 of the Charter. A showing of interest is a document, including a document the form
12 of which satisfies the requirements of the Colorado Uniform Electronic Transactions Act, C.R.S. §24-
13 71.3-101, et seq., indicating membership in or otherwise showing intent to be represented by such
14 employee or labor organization

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

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

19 (6) *Represented employee* means a member of a bargaining unit with a certified
20 bargaining agent.

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

23 (8) *Collective Labor Action Authority* means the City Council, the Clerk and Recorder, the
24 Auditor, or the Library Commission for their respective employees, and the Mayor for all other city
25 employees except employees of the Denver County Court and the Presiding Judge.

26 The provisions of this Article shall only apply to collective bargaining for city employees.
27

28 **Sec. 18-332 - Panel of arbitrators.**

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

31 (a) *Appointment and removal.* The panel shall consist of an odd number of no less than
32 three (3) members, appointed by the City Council acting by resolution. Members of the panel shall
33 serve at the pleasure of Council and may be removed before expiration of a term by Council acting
34 by resolution, unless the member has been selected to conduct a hearing pursuant to this article, in

1 which case the member may only be removed after issuance of a final decision in the matter.

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

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

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

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

16 (f) *Assigned arbitrator powers and duties.* An arbitrator assigned to a matter shall have
17 the power to control proceedings required by this article including, but not limited to, setting a
18 schedule for written briefings, ruling upon motions and offers of proof, receiving and admitting
19 evidence, managing hearings, and issuing decisions and orders. The assigned arbitrator is entitled
20 to examine any witness and request the submission of additional evidence and arguments.
21 Additionally, any person designated to serve as an arbitrator shall be subject to the standards of
22 conduct set forth in the Colorado Code of Judicial Conduct and subject to disqualification for bias,
23 prejudice, interest, or for any other reason for which a judge may be disqualified in a court of law.
24

25 **Sec. 18-333 - Panel of mediators.**

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

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

34 (b) *Qualifications.* In order to be eligible to be on the permanent panel of mediators,

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

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

10 (d) *Vacancy.* Any vacancy on the panel shall be filled in the same manner as original
11 appointment, and any member so appointed shall serve the remainder of the term unless removed.
12

13 **Sec. 18-334 - Determination of city employee bargaining units; procedure.**

14 (a) *Filing of petition.* A petitioner shall file its petition via electronic or certified mail with the
15 Association, the Corporate Authority, the Mayor, and the City Council on forms designated by the
16 lead arbitrator, which shall contain:

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

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

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

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

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

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

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

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

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

6 (d) *Alphabetical employee list.* No later than ten (10) calendar days after receipt of the
7 petition, the corporate authority shall provide the petitioner and the Association with an alphabetical
8 list and the email addresses of the city employees that make up the proposed bargaining unit as
9 outlined in the petition. The Association shall certify the preliminary showing of interest or issue a
10 written notice of deficiency to the petitioner in accordance with Section 18-335.

11 (e) *Notice of filing.* No later than ten (10) calendar days after the Association provides
12 notice to all parties that the preliminary showing of interest is verified, the Association shall send a
13 copy of the notice electronically to all city employees on the alphabetical employee list and send a
14 copy of the notice to any other employee organization that represents, or has filed a petition to
15 represent, one or more of the employees in the alphabetical employee list as of the date of petition
16 receipt. The Corporate Authority shall post notice of the filing of the petition in all locations where
17 official employer notices are typically posted for a minimum of ten (10) calendar days. The notice
18 must include the date of filing of the petition, the name of the petitioning employee organization, a
19 description of the bargaining unit, whether the petitioner seeks recognition without an election or
20 seeks a representation election, and the name and email address of the petitioner's designated
21 representative. The notice shall also describe the process by which a different employee
22 organization may intervene and seek to become the bargaining agent.

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

29 (g) *Challenge to appropriateness.* The Corporate Authority or a different employee
30 organization that represents, or has filed a petition to represent, one or more of the employees in the
31 alphabetical employee list may file a challenge to the appropriateness of the bargaining unit via
32 electronic or certified mail with the lead arbitrator, with notice to the petitioner and any interested
33 parties. Any such challenge shall be filed no later than twenty-one (21) calendar days after the date
34 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.

(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 borne by the bargaining agent.

Sec. 18-335 - Election of bargaining agent.

(a) If the Association determines the petitioner or any intervening labor organization, other

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

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

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

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

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

24 (2) For a representation election involving a proposed mixed unit of professional and non-
25 professional employees, the secret ballot for the professional employees shall contain two questions:
26 1) Do you desire the professional employees to be included with the (description of the non-
27 professional unit) for the purpose of exclusive representation?; and 2) Do you desire to be
28 represented for the purpose of exclusive recognition by Bargaining Agent 1, Bargaining Agent 2, or
29 by neither?

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

34 (4) If the parties have an election agreement, the election shall be conducted pursuant to

1 the procedures therein.

2 (5) To the extent that the parties contest an individual employee's eligibility, the parties
3 may agree that these employees can vote challenged ballots, so long as these employees do not
4 comprise more than fifteen percent of the proposed unit.

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

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

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

14 (h) *Objections; procedure and basis.*

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

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

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

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

30 a. Review the evidence described in the objection. If the arbitrator determines that
31 the objection would not constitute grounds for setting aside the election if introduced at a hearing,
32 the arbitrator shall issue a decision disposing of the objections, issuing any lesser remedies, and
33 certifying the results of the election, including issuing a certification of representative where
34 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 borne by the employee organization.

(i) *Certification.* If no timely objections are filed or no objection is filed containing a challenge to a number of allots insufficient 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. 18-336 - Employee option for payroll deduction of membership dues and political action 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 only be revoked one year after it is instituted, and once per year thereafter.

(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. 18-337 – 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. A list of city employees who shall be released from duty to engage in bargaining, and a list of Corporate Authority representatives, along with any designated alternates from either party, who may engage in bargaining, shall be determined by the parties prior to the start of bargaining, and each list shall be equal in number. After bargaining begins, an individual not listed may not attend bargaining unless the parties so agree or unless a party substitutes a new individual for one listed for the remainder of bargaining.

(e) *Good faith obligation to share information.* The obligation in Section 9.10.6(B) of the

1 Charter to collectively bargain in good faith includes an obligation for the Corporate Authority to
2 provide the following information upon request of the bargaining agent:

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

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

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

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

18 (f) *Disputes regarding bargaining subjects.* In the event that the Corporate Authority and
19 bargaining agent cannot resolve a dispute regarding whether a subject of bargaining is mandatory,
20 either party may file a petition for resolution of the issue with the lead arbitrator who shall immediately
21 assign a panel member to the dispute. The assigned arbitrator shall schedule a date and time for a
22 hearing or, if there are no genuine issues of material fact in the complaint, order expeditious written
23 briefing from the parties and render a final decision on the briefs. Any hearing shall be set no later
24 than seven (7) calendar days from the service date of the petition. The assigned arbitrator shall issue
25 a written final decision within seven (7) calendar days from receipt of the written briefs or, if a hearing
26 is held, conclusion of the hearing. One-half of the necessary fees and necessary expenses of
27 arbitration (excluding all fees and expenses incurred by either party in the preparation or presentation
28 of its case) shall be borne by the City and one-half shall be borne by the bargaining agent.

29 (g) *Mediation.* If the Corporate Authority and the bargaining agent are unable to reach an
30 agreement, then, pursuant to Section 9.10.7 of the Charter, the lead arbitrator shall select and
31 appoint a mediator from the panel of mediators. The assigned mediator shall set the time, place, and
32 scope of mediation, may request materials from the parties to assist in resolution, and shall have the
33 authority to determine that an impasse has been reached and release the parties from mediation.
34 Mediation shall commence as soon as practicable. One-half of the necessary fees and necessary

1 expenses of mediation (excluding all fees and expenses incurred by either party in the preparation
2 or presentation of its case) shall be borne by the City and one-half shall be borne by the bargaining
3 agent.
4

5 **Sec. 18-338 - Collective labor action after impasse; rights of parties.**

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

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

14 (b) *Reinstatement.* All employees who lawfully participate in a collective labor action shall
15 neither be discharged nor permanently replaced, and are entitled to immediate reinstatement upon
16 conclusion of the collective labor action.

17 (c) *Suspension of wages.* During a lawful collective action or lock out, the Corporate
18 Authority may discontinue paying all wages and benefits to the employees involved, with the
19 exception of medical insurance coverage, which will be continued for employees with at least one
20 year of continuous service. Employees will be responsible for paying their portion of their medical
21 insurance coverage, which the City shall deduct from their wages when they return to duty, or if they
22 do not return, from their final paycheck. In lieu of a deduction upon return to duty or final paycheck,
23 employees engaged in collective labor action may contribute to their medical insurance coverage
24 via direct payment to the City for their portion of medical insurance coverage.
25

26 **Sec. 18-339 - Complaints to County Court regarding permissibility of collective labor action.**

27 (a) Upon receipt of a determination of which employees are prohibited from engaging in a
28 strike issued by The Collective Labor Action Authority pursuant to §9.10.8(B) of the Charter, the
29 bargaining agent must challenge the determination within thirty (30) days of receipt. The county court
30 may overturn such determination only upon a finding of abuse of discretion.
31

32 **Sec. 18-340 – Binding interest arbitration and final offers; timeline and procedure.**

33 (a) In the event that the bargaining agent and the Corporate Authority are unable, within
34 forty-five (45) days from the final date of mediation, to reach an agreement on a collective bargaining

1 agreement, any and all unresolved issues may be submitted to binding arbitration. The obligation of
2 the parties to bargain in good faith shall continue after submission of unresolved issues to binding
3 arbitration. Any or all issues which are unresolved between the bargaining agent and the Corporate
4 Authorities may be resolved by the parties until the sixteenth day following receipt of the decision of
5 the arbitrator. Any agreements reached within fifteen (15) days following receipt of the decision of
6 the arbitrator shall supersede the decision of the arbitrator. In the event the bargaining agent and
7 the Corporate Authorities are able to reach agreement upon any or all issues prior to the receipt of
8 the decision of the arbitrator, then the arbitrator shall make no decision on such issue or issues.
9 One-half of the necessary fees and necessary expenses of arbitration (excluding all fees and
10 expenses incurred by either party in the preparation or presentation of its case) shall be borne by
11 the City and one-half shall be borne by the bargaining agent.

12 (b) The arbitrator's decision shall be subject to court review only pursuant to the terms of
13 this section. Any party desiring court review must file suit in district court no later than thirty (30) days
14 after the date of the arbitrator's decision. Failure to file suit within this time frame shall waive the right
15 to appeal the decision. A party may appeal to the District Court only on the following grounds:

- 16 (1) The award was procured by corruption, fraud or other similar wrongdoing;
17 (2) The decision on any issue is arbitrary and capricious, to wit, there is no competent
18 evidence in the record to support the decision;
19 (3) The decision on any issue was reached without considering the factors listed in Section
20 9.9.10 hereof; or
21 (4) The award of the arbitrator on an issue was not the final offer of the Corporate
22 Authorities or the final offer of the bargaining agent.

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

25 (1) That the award was procured by corruption, fraud or other similar wrongdoing, the
26 entire award shall be vacated and the matter shall be remanded back to a different arbitrator selected
27 pursuant to section 18-332 of the code. The arbitrator who issued the award determined to be
28 procured in corruption, fraud, or similar wrongdoing shall no longer be deemed qualified to be on the
29 permanent panel of arbitrators, shall cease to be a member of the panel, and shall not be eligible for
30 reappointment to the permanent panel.

31 (2) That the arbitrator's decision on any issue is arbitrary and capricious, the court shall
32 remand that issue to the arbitrator with instructions to conduct a new hearing on that issue if either
33 the bargaining agent or the Corporate Authorities so desires and, with or without a new hearing, to
34 issue a new decision on that issue which is based on some competent evidence in the record. If the

1 court determines that the arbitrator's decision on any issue was reached without considering the
2 factors listed in Section 9.10.8(E) of the Charter, the court shall remand that issue to the arbitrator
3 with instructions to conduct a new hearing on that issue if either the bargaining agent or the
4 Corporate Authorities so desires and, with or without a new hearing, to issue a decision which
5 considers the factors listed in Section 9.10.8(E) of the Charter, as the arbitrator deems proper.

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

9
10 **Sec. 18-341 - Unfair labor practices.**

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

12 (1) Retaliate against any employee or other person for forming, joining, supporting,
13 participating in, or being a member or representative of an employee organization; for participating
14 or providing information in an election, collective bargaining, mediation, arbitration, or any other
15 proceeding arising from Article IX, Part 10 of the Charter or this Article; for expressing views
16 regarding employee representation, collective bargaining, workplace issues, or the rights granted to
17 employees in Article IX, Part 10 of the Charter or in this Article; for authorizing payroll deductions for
18 employee organization dues or voluntary political contributions; or for associating with anyone
19 engaged in such activities, by taking any action that might deter a reasonable employee from
20 engaging in such activities in the future;

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

25 (3) Use any public resource to support or oppose an employee organization, except for
26 the provision of training or orientation information that is neutral toward participation in and selection
27 of an employee organization and provided that actions necessary to comply with Article IX, Part 10
28 of the Charter; this Article, or a collective bargaining agreement are permitted;

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

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

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

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

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

7 (9) Prohibit employees from communicating with one another and with employee
8 organization representatives concerning organization, representation, workplace issues, the
9 partnership process, and the business and programs of certified employee organizations by means
10 of e-mail systems, texts, other electronic communications, telephone, paper documents, and other
11 means of communication subject to reasonable restrictions, provided that employee communications
12 shall not be disruptive of work nor create substantial cost to the Corporate Authority;

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

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

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

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

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

24 (1) Restrain or coerce employees in the exercise of rights guaranteed in Article IX, Part
25 10 of the Charter or in this Article;

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

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

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

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

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

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

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

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

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

19 (4) A decision by the arbitrator is final and subject to review by the district court.
20

21 COMMITTEE APPROVAL DATE: _____, 2025.

22 MAYOR-COUNCIL DATE: _____, 2025.

23 PASSED BY THE COUNCIL _____ 2025

24 _____ - PRESIDENT

25 APPROVED: _____ - MAYOR _____ 2025

26 ATTEST: _____ - CLERK AND RECORDER,
27 EX-OFFICIO CLERK OF THE
28 CITY AND COUNTY OF DENVER
29

30 NOTICE PUBLISHED IN THE DAILY JOURNAL _____ 2025; _____ 2025

31

32 PREPARED BY: Jonathan Griffin, Assistant City Attorney; DATE: October 17, 2025

33

34 Pursuant to section 13-9, D.R.M.C., this proposed ordinance has been reviewed by the office of the
35 City Attorney. We find no irregularity as to form and have no legal objection to the proposed

1 ordinance. The proposed ordinance is not submitted to the City Council for approval pursuant to §
2 3.2.6 of the Charter.
3

4 Katie McLoughlin, Interim City Attorney

5

6 BY: _____, _____ City Attorney

DATE: _____

DRAFT