

**First Regular Session
Sixty-ninth General Assembly
STATE OF COLORADO**

REVISED

*This Version Includes All Amendments Adopted
on Second Reading in the Second House*

LLS NO. 13-0194.01 Kristen Forrestal x4217

SENATE BILL 13-025

SENATE SPONSORSHIP

Tochtrop,

HOUSE SPONSORSHIP

Williams,

Senate Committees
Business, Labor, & Technology

House Committees
State, Veterans, & Military Affairs

A BILL FOR AN ACT

101 **CONCERNING COLLECTIVE BARGAINING BY FIREFIGHTERS.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://www.leg.state.co.us/billsummaries>.)

The bill grants firefighters the right to:

- ! Organize, form, join, or assist an employee organization or refrain from doing so;
- ! Negotiate collectively or express a grievance through representatives of their choice;
- ! Engage in other lawful concerted activity for the purpose of collective bargaining or other mutual aid or protection;

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
*Capital letters indicate new material to be added to existing statute.
Dashes through the words indicate deletions from existing statute.*

HOUSE
Amended 2nd Reading
April 17, 2013

SENATE
3rd Reading Unamended
February 5, 2013

SENATE
Amended 2nd Reading
February 4, 2013

and

- ! Be represented by their exclusive representative without discrimination.

An employee organization recognized or elected for collective bargaining becomes the exclusive representative of all firefighters for collective bargaining. The bill prohibits a fire department from bargaining on matters covered by the act with any other employee or group. The bill grants the exclusive representative the right to be present and express its views at the adjustment of a complaint made by a member of the bargaining unit without the intervention of the exclusive representative. An exclusive representative may have dues and other moneys deducted from the pay of firefighters who authorize the deduction.

A fire department and an exclusive representative have to bargain collectively in good faith. Any agreements negotiated between an exclusive representative and a fire department, along with any terms approved by the voters of the political subdivision of the fire department, constitute the collective bargaining agreement between the parties. The bill requires the term of a collective bargaining agreement to be for between one and 3 years unless the parties agree to negotiate and reach a voluntary agreement on all terms of a new contract. The parties have to begin collective bargaining within a specified time after the notice. An impasse is deemed to exist if the parties fail to reach a collective bargaining agreement within a specified time after the beginning of collective bargaining. A collective bargaining agreement may require all members of the bargaining unit, as a condition of employment, to pay the exclusive representative's fees and expenses in negotiating and enforcing the agreement.

If an impasse exists, the bill requires the parties to allow an arbitration organization to appoint an advisory fact finder to hold a hearing on the unresolved issues and make recommendations on which party's final offer on each issue should be accepted. The bill specifies the factors that the advisory fact finder must consider. The parties have a specified time to consider the advisory fact-finder's recommendations and conduct further negotiations. If either party rejects the recommendations, the final offers of the parties on the unresolved issues will be submitted to the voters of the political subdivision of the public employer at a special election.

The bill prohibits firefighters from striking.

Existing bargaining units, exclusive representatives, and bargaining relationships as of the effective date of the bill remain in effect unless modified by agreement or election in accordance with the bill.

Firefighters may conduct secret-ballot elections to certify or decertify an employee organization as the exclusive representative of a bargaining unit.

The bill grants a firefighter or an employee organization the right

to sue to enforce the provisions of the bill.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, **add** part 2 to article
3 5 of title 29 as follows:

4 **PART 2**

5 **COLLECTIVE BARGAINING AND MEET AND CONFER**

6 **29-5-201. Short title.** THIS PART 2 SHALL BE KNOWN AND MAY BE
7 CITED AS THE "COLORADO FIREFIGHTER SAFETY ACT".

8 **29-5-202. Legislative declaration.** (1) THE GENERAL ASSEMBLY
9 HEREBY FINDS AND DECLARES THAT:

10 (a) THE PEOPLE OF COLORADO HAVE A FUNDAMENTAL INTEREST
11 IN THE DEVELOPMENT OF HARMONIOUS AND COOPERATIVE RELATIONSHIPS
12 BETWEEN PUBLIC EMPLOYERS AND FIREFIGHTERS, PARTICULARLY RELATED
13 TO SAFETY ISSUES;

14 (b) THE STATE HAS AN OBLIGATION TO PROTECT THE PUBLIC
15 SAFETY BY ASSURING, AT ALL TIMES, THE ORDERLY AND UNINTERRUPTED
16 OPERATION OF FIRE PROTECTION AGENCIES;

17 (c) IN ORDER TO CONTINUALLY MAINTAIN PUBLIC SAFETY,
18 FIREFIGHTERS MUST BE DENIED THE RIGHT TO STRIKE;

19 (d) THE DENIAL BY SOME PUBLIC EMPLOYERS OF THE RIGHT OF
20 FIREFIGHTERS TO ORGANIZE AND BARGAIN COLLECTIVELY OR MEET AND
21 CONFER LEADS TO VARIOUS FORMS OF STRIFE AND UNREST, WHICH
22 OBSTRUCT PUBLIC SAFETY, AND WHEN THE RIGHT TO STRIKE IS DENIED,
23 COLLECTIVE BARGAINING WITH THE POSSIBILITY TO MEET AND CONFER
24 ARE THE APPROPRIATE COUNTERBALANCE TO PREVENT THE OBSTRUCTIONS
25 TO PUBLIC SAFETY;

1 (e) UNRESOLVED DISPUTES BETWEEN FIREFIGHTERS AND THEIR
2 PUBLIC EMPLOYERS HARM THE PUBLIC, THE GOVERNMENTAL AGENCIES,
3 AND THE EMPLOYEES INVOLVED;

4 (f) EXPERIENCE HAS PROVEN THAT LEGAL PROTECTION OF THE
5 RIGHT OF FIREFIGHTERS TO ORGANIZE SAFEGUARDS PUBLIC SAFETY BY
6 REMOVING CERTAIN RECOGNIZED SOURCES OF STRIFE AND UNREST AND
7 ENCOURAGING PRACTICES FUNDAMENTAL TO THE AMICABLE RESOLUTION
8 OF DISPUTES OVER COMPENSATION, HOURS, AND TERMS AND CONDITIONS
9 OF EMPLOYMENT AND BY CREATING EQUALITY OF BARGAINING POWER
10 BETWEEN PUBLIC EMPLOYERS AND THE FIREFIGHTERS THAT THEY EMPLOY;

11 (g) THE COLORADO WILDFIRES OF 2012 DEMONSTRATE THE
12 POTENTIAL FOR LOSS OF LIFE AND PROPERTY DAMAGE ASSOCIATED WITH
13 NATURAL DISASTERS. RESPONDING TO NATURAL DISASTERS REQUIRES A
14 COORDINATED RESPONSE BY, AND THE SIGNIFICANT CONTRIBUTION OF
15 STAFFING AND RESOURCES FROM, FIRE DEPARTMENTS ALL AROUND THE
16 STATE. THE DEPARTMENTS ARE REQUIRED TO WORK CLOSELY WITH ONE
17 ANOTHER DURING THESE TIMES, WHICH DEMONSTRATES THE STATEWIDE
18 NATURE OF FIRE PROTECTION AND NATURAL DISASTER RESPONSE. MOST
19 DEPARTMENTS HAVE AUTOMATIC MUTUAL AID AGREEMENTS WITH
20 ADJACENT DEPARTMENTS THAT BLUR JURISDICTIONAL LINES EVEN
21 FURTHER. THE ABILITY TO COORDINATE AND COOPERATE IS CRITICAL TO
22 EFFECTIVE FIRE PROTECTION AND DISASTER RESPONSE IN THE STATE.

23 (h) IT IS THE POLICY OF THIS STATE TO ELIMINATE THE CAUSES OF
24 CERTAIN SUBSTANTIAL OBSTRUCTIONS TO PUBLIC SAFETY AND TO
25 MITIGATE AND ELIMINATE THESE OBSTRUCTIONS WHEN THEY OCCUR BY:

26 (I) PROTECTING THE EXERCISE BY FIREFIGHTERS OF FULL FREEDOM
27 OF ASSOCIATION, SELF-ORGANIZATION, AND OTHER MUTUAL AID OR

1 PROTECTION WITHOUT FEAR OF INTIMIDATION OR RETALIATION;

2 (II) ENCOURAGING AND PROMOTING THE PRACTICE AND
3 PROCEDURE OF COLLECTIVE BARGAINING;

4 (III) PROTECTING THE RIGHT OF FIREFIGHTERS TO DESIGNATE
5 REPRESENTATIVES OF THEIR OWN CHOOSING FOR THE PURPOSE OF
6 COLLECTIVE BARGAINING, AND PROTECTING THEIR RIGHT TO PARTICIPATE
7 IN THE POLITICAL PROCESS WHILE OFF DUTY AND NOT IN UNIFORM, LIKE
8 ANY OTHER CITIZEN OF THIS STATE; AND

9 (IV) IF APPROVED BY A VOTE OF THE CITIZENS OF A JURISDICTION,
10 OBLIGATING PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS OF
11 FIREFIGHTERS TO ENTER INTO COLLECTIVE BARGAINING WITH THE
12 WILLINGNESS TO RESOLVE DISPUTES RELATING TO COMPENSATION, HOURS,
13 AND THE TERMS AND CONDITIONS OF EMPLOYMENT AND TO REDUCE TO
14 WRITING ANY AGREEMENTS REACHED THROUGH NEGOTIATIONS; AND

15 (i) COLLECTIVE BARGAINING FOR FIREFIGHTERS IS A MATTER OF
16 STATEWIDE CONCERN THAT AFFECTS THE PUBLIC SAFETY AND GENERAL
17 WELFARE, AS THE COLORADO SUPREME COURT HELD IN *CITY OF AURORA*
18 *V. AURORA FIREFIGHTERS' PROTECTIVE ASSOCIATION*, 193 COLO. 437, 566
19 P.2D 1356 (1977). THE CITIZENS OF COLORADO HAVE THE RIGHT TO
20 EXPECT A CONSISTENTLY HIGH LEVEL OF PUBLIC SAFETY THROUGHOUT
21 THE STATE, WHICH WILL ALLOW THE ECONOMY OF COLORADO TO GROW
22 AND PROSPER.

23 (2) IT IS ALSO THE POLICY OF THIS STATE TO OBLIGATE PUBLIC
24 EMPLOYERS TO MEET AND CONFER WITH THEIR FIREFIGHTERS, UPON
25 REQUEST, TO DISCUSS SAFETY, EQUIPMENT, AND NONCOMPENSATORY
26 MATTERS.

27 **29-5-203. Definitions.** AS USED IN THIS PART 2, UNLESS THE

1 CONTEXT OTHERWISE REQUIRES:

2 (1) "ADVISORY FACT-FINDER" MEANS THE PERSON AGREED UPON
3 BY THE PARTIES OR APPOINTED BY THE AMERICAN ARBITRATION
4 ASSOCIATION, ITS SUCCESSOR ORGANIZATION, OR A SIMILAR
5 ORGANIZATION AGREED UPON BY BOTH PARTIES IN ACCORDANCE WITH
6 SECTION 29-5-210.

7 (2) "BARGAINING UNIT" MEANS ALL FIREFIGHTERS EMPLOYED BY
8 THE SAME PUBLIC EMPLOYER, EXCLUDING SUPERVISORS.

9 (3) "COLLECTIVE BARGAINING" MEANS THE PERFORMANCE OF THE
10 MUTUAL OBLIGATION OF A PUBLIC EMPLOYER, THROUGH ITS DESIGNATED
11 REPRESENTATIVES, AND AN EXCLUSIVE REPRESENTATIVE TO MEET AT
12 REASONABLE TIMES AND PLACES AND NEGOTIATE IN GOOD FAITH WITH
13 RESPECT TO COMPENSATION, HOURS, AND TERMS AND CONDITIONS OF
14 EMPLOYMENT, TO MEET AND NEGOTIATE IN GOOD FAITH ANY QUESTION
15 ARISING UNDER A COLLECTIVE BARGAINING AGREEMENT, AND TO EXECUTE
16 A WRITTEN CONTRACT INCORPORATING ANY AGREEMENTS REACHED.

17 (4) "COLLECTIVE BARGAINING AGREEMENT" MEANS AN
18 AGREEMENT NEGOTIATED BETWEEN AN EXCLUSIVE REPRESENTATIVE AND
19 A PUBLIC EMPLOYER, INCLUDING ONE ACCEPTED BY THE PARTIES AFTER
20 FACT-FINDING, IN ADDITION TO ANY TERMS APPROVED BY THE REGISTERED
21 ELECTORS OF A PUBLIC EMPLOYER PURSUANT TO SECTION 29-5-210.

22 (5) "COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2" MEANS
23 ALL OF THIS PART 2; EXCEPT THAT SECTIONS 29-5-202, 29-5-203 (7), (13),
24 AND (14); 29-5-204 (1) (a), (1) (e), (2), AND (3); 29-5-205; 29-5-211;
25 29-5-212 (4) AND (5); 29-5-213; AND 29-5-214 SHALL APPLY TO ALL
26 PUBLIC EMPLOYERS AND FIREFIGHTERS WITHOUT REGARD TO SECTION
27 29-5-206.

1 (6) "COMPENSATION" MEANS BASE WAGES OR SALARY; ANY FORM
2 OF DIRECT MONETARY PAYMENTS; EMPLOYER-PAID HEALTH, ACCIDENT,
3 LIFE, AND DISABILITY INSURANCE PROGRAMS; EMPLOYER-PAID PENSION
4 PROGRAMS, INCLUDING THE AMOUNT OF PENSION AND CONTRIBUTIONS TO
5 THE EXTENT NOT CONTROLLED BY LAW; DEFERRED COMPENSATION;
6 RETIREE HEALTH PROGRAMS; PAID TIME OFF; UNIFORM AND EQUIPMENT
7 ALLOWANCES; EXPENSE REIMBURSEMENT; AND ALL ELIGIBILITY
8 CONDITIONS FOR COMPENSATION.

9 (7) "EMPLOYEE ORGANIZATION" MEANS AN ORGANIZATION THAT
10 ADMITS FIREFIGHTERS EMPLOYED BY A PUBLIC EMPLOYER TO MEMBERSHIP
11 AND REPRESENTS FIREFIGHTERS IN COLLECTIVE BARGAINING OR THE MEET
12 AND CONFER PROCESS. "EMPLOYEE ORGANIZATION" INCLUDES A PERSON
13 ACTING AS AN OFFICER, REPRESENTATIVE, OR AGENT OF AN EMPLOYEE
14 ORGANIZATION.

15 (8) "EXCLUSIVE REPRESENTATIVE" MEANS THE EMPLOYEE
16 ORGANIZATION RECOGNIZED BY THE PUBLIC EMPLOYER OR NAMED IN A
17 PETITION FILED PURSUANT TO SECTION 29-5-206.

18 (9) "FINAL OFFER" MEANS THE LATEST WRITTEN OFFER MADE BY
19 AN EXCLUSIVE REPRESENTATIVE TO A PUBLIC EMPLOYER AND BY A PUBLIC
20 EMPLOYER TO AN EXCLUSIVE REPRESENTATIVE AT LEAST SEVEN DAYS
21 PRIOR TO THE BEGINNING OF AN IMPASSE RESOLUTION HEARING AS
22 DESCRIBED IN SECTION 29-5-210.

23 (10) "FIREFIGHTER" MEANS AN EMPLOYEE OF A PUBLIC EMPLOYER
24 WHOSE PRIMARY DUTIES ARE DIRECTLY INVOLVED WITH THE PROVISION OF
25 FIRE PROTECTION OR FIREFIGHTING SERVICES. "FIREFIGHTER" DOES NOT
26 INCLUDE CLERICAL PERSONNEL OR VOLUNTEER FIREFIGHTERS AS DEFINED
27 IN SECTION 31-30-1102, C.R.S.

1 (11) "GENERAL ELECTION" MEANS A GENERAL MUNICIPAL
2 ELECTION, REGULAR SPECIAL DISTRICT BOARD ELECTION, STATEWIDE
3 PRIMARY ELECTION, OR STATEWIDE GENERAL ELECTION.

4 (12) "PARTY" MEANS AN EXCLUSIVE REPRESENTATIVE OR A PUBLIC
5 EMPLOYER.

6 (13) "PUBLIC EMPLOYER" MEANS A MUNICIPALITY, INCLUDING A
7 HOME RULE MUNICIPALITY, SPECIAL DISTRICT, FIRE AUTHORITY, OR
8 COUNTY IMPROVEMENT DISTRICT, THAT OFFERS FIRE PROTECTION SERVICE
9 AND EMPLOYS TWO OR MORE FIREFIGHTERS.

10 (14) "STRIKE" MEANS THE FOLLOWING CONCERTED ACTIONS
11 TAKEN BY MEMBERS OF A BARGAINING UNIT FOR THE PURPOSE OF
12 INDUCING, INFLUENCING, OR COERCING A CHANGE IN THE TERMS AND
13 CONDITIONS OF EMPLOYMENT, COMPENSATION, RIGHTS, PRIVILEGES, OR
14 OBLIGATIONS OF EMPLOYMENT:

- 15 (a) FAILURE TO REPORT FOR DUTY;
- 16 (b) WILLFUL ABSENCE FROM A POSITION;
- 17 (c) STOPPING OR DELIBERATELY SLOWING WORK;
- 18 (d) WITHHOLDING, IN WHOLE OR IN PART, THE FULL, FAITHFUL,
19 AND PROPER PERFORMANCE OF DUTIES OF EMPLOYMENT; OR
- 20 (e) INTERRUPTING THE OPERATIONS OF THE PUBLIC EMPLOYER.

21 (15) "SUPERVISOR" MEANS THE CHIEF AND ALL OFFICERS IN THE
22 RANK OR POSITION IMMEDIATELY BELOW THE CHIEF WHO REPORT
23 DIRECTLY TO THE CHIEF. NO OTHER FIREFIGHTER IS INCLUDED IN THE
24 DEFINITION OF SUPERVISOR FOR THE PURPOSES OF THIS PART 2.

25 (16) "TERMS AND CONDITIONS OF EMPLOYMENT" MEANS
26 COMPENSATION, HOURS, AND ALL MATTERS AFFECTING THE EMPLOYMENT
27 OF FIREFIGHTERS, INCLUDING ITEMS RELATED TO SAFETY, EXCEPT THE

1 BUDGET AND ORGANIZATIONAL STRUCTURE OF THE PUBLIC EMPLOYER.

2 **29-5-204. Rights of firefighters.** (1) FIREFIGHTERS HAVE THE
3 RIGHT TO:

4 (a) ORGANIZE, FORM, JOIN, OR ASSIST AN EMPLOYEE
5 ORGANIZATION OR TO REFRAIN FROM DOING SO;

6 (b) NEGOTIATE COLLECTIVELY OR ADDRESS GRIEVANCES THROUGH
7 REPRESENTATIVES OF THEIR OWN CHOOSING;

8 (c) ENGAGE IN OTHER CONCERTED ACTIVITY FOR THE PURPOSE OF
9 COLLECTIVE BARGAINING OR OTHER MUTUAL AID OR PROTECTION, IF AND
10 TO THE EXTENT THAT THE ACTIVITY IS NOT PROHIBITED BY THIS PART 2 OR
11 ANY OTHER LAW OF COLORADO;

12 (d) BE REPRESENTED BY AN EXCLUSIVE REPRESENTATIVE WITHOUT
13 DISCRIMINATION, INTIMIDATION, OR RETALIATION; AND

14 (e) FULLY PARTICIPATE IN THE POLITICAL PROCESS OF THEIR
15 PUBLIC EMPLOYERS WHILE OFF DUTY AND NOT IN UNIFORM, INCLUDING
16 SPEAKING WITH MEMBERS OF THE PUBLIC EMPLOYER'S GOVERNING BODY
17 AND ENGAGING IN OTHER LEGITIMATE POLITICAL ACTIVITIES IN THE SAME
18 MANNER AS OTHER CITIZENS OF COLORADO WITHOUT DISCRIMINATION,
19 INTIMIDATION, OR RETALIATION.

20 (2) NOTHING IN THIS PART 2 LIMITS THE RIGHT OF A SUPERVISOR
21 TO BE A MEMBER OF AN EMPLOYEE ORGANIZATION.

22 (3) NOTHING IN THIS PART 2 APPLIES TO VOLUNTEER FIREFIGHTERS.

23 **29-5-205. Obligation to meet and confer.** (1) UNLESS THE
24 PUBLIC EMPLOYER AND ITS FIREFIGHTERS ARE ALREADY PARTY TO A
25 COLLECTIVE BARGAINING AGREEMENT OR THE PUBLIC EMPLOYER HAS
26 OPTED INTO THE COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2, IF
27 REQUESTED TO DO SO BY THE FIREFIGHTERS OR THEIR EMPLOYEE

1 ORGANIZATION, A PUBLIC EMPLOYER HAS THE OBLIGATION TO MEET AND
2 CONFER WITH ITS FIREFIGHTERS OR THEIR EMPLOYEE ORGANIZATION TO
3 DISCUSS POLICIES AND OTHER MATTERS RELATING TO THEIR EMPLOYMENT,
4 INCLUDING SAFETY AND EQUIPMENT, BUT NOT INCLUDING COMPENSATION.

5 (2) THE OBLIGATION TO MEET AND CONFER DOES NOT INCLUDE THE
6 OBLIGATION TO ENGAGE IN COLLECTIVE BARGAINING UNLESS APPROVED
7 BY THE VOTERS PURSUANT TO SECTION 29-5-206.

8 **29-5-206. Vote of the citizens to obligate a public employer to**
9 **engage in collective bargaining.** (1) IF A PETITION SIGNED BY AT LEAST
10 FIVE PERCENT OF THE NUMBER OF PERSONS WHO VOTED IN THE LAST
11 GENERAL MUNICIPAL ELECTION, GENERAL DISTRICT ELECTION, OR THE
12 TOTAL VOTES OF EACH PARTY'S GENERAL ELECTION IN THE CASE OF A FIRE
13 AUTHORITY ASKS THE PUBLIC EMPLOYER TO ENGAGE IN COLLECTIVE
14 BARGAINING WITH A NAMED EMPLOYEE ORGANIZATION, THE PUBLIC
15 EMPLOYER SHALL PLACE ON THE BALLOT AT THE NEXT GENERAL ELECTION
16 THE FOLLOWING QUESTION FOR A YES OR NO VOTE: "SHOULD THE
17 FIREFIGHTERS EMPLOYED BY THE [NAME OF THE PUBLIC EMPLOYER] BE
18 COVERED BY THE "COLORADO FIREFIGHTER SAFETY ACT"?". IF A
19 MAJORITY OF THE REGISTERED ELECTORS VOTING ON THIS QUESTION VOTE
20 "YES", THE PUBLIC EMPLOYER IS OBLIGATED TO ENGAGE IN COLLECTIVE
21 BARGAINING PURSUANT TO THIS PART 2, AND THE EMPLOYEE
22 ORGANIZATION NAMED IN THE PETITION BECOMES THE EXCLUSIVE
23 REPRESENTATIVE OF THE FIREFIGHTERS OF THAT PUBLIC EMPLOYER. IF A
24 MAJORITY OF THE REGISTERED ELECTORS VOTING ON THIS QUESTION VOTE
25 "NO", THE PUBLIC EMPLOYER WILL NOT BE OBLIGATED TO ENGAGE IN
26 COLLECTIVE BARGAINING UNDER THIS PART 2, AND THE MEET AND CONFER
27 PROCESS IN SECTION 29-5-205 WILL CONTINUE TO APPLY TO THAT PUBLIC

1 EMPLOYER.

2 (2) PRIOR TO CIRCULATING THE PETITION REFERENCED IN
3 SUBSECTION (1) OF THIS SECTION TO COLLECT THE REQUIRED NUMBER OF
4 SIGNATURES TO PLACE THE QUESTION ON THE BALLOT, AN EMPLOYEE
5 ORGANIZATION MUST SUBMIT TO THE PUBLIC EMPLOYER A NOTICE OF
6 INTENT TO CIRCULATE THE PETITION THAT CONTAINS SIGNATURES FROM
7 FIREFIGHTERS EQUAL TO AT LEAST SEVENTY-FIVE PERCENT OF THE
8 POTENTIAL BARGAINING UNIT. THE NOTICE NEED NOT BE IN ANY
9 PARTICULAR FORMAT.

10 (3) IF THE ISSUE OF WHETHER THE PUBLIC EMPLOYER WILL BE
11 COVERED BY THE COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2
12 HAS BEEN PREVIOUSLY VOTED ON, THE ISSUE MAY BE PLACED BEFORE THE
13 VOTERS PURSUANT TO THE SAME PROCEDURE IN SUBSECTION (1) OF THIS
14 SECTION, NO SOONER THAN FOUR YEARS AFTER THE ISSUE WAS LAST
15 PREVIOUSLY VOTED UPON. IF THE COLLECTIVE BARGAINING PROVISIONS OF
16 THIS PART 2 HAVE BEEN APPLIED TO THE PUBLIC EMPLOYER, THE BALLOT
17 QUESTION PRESENTED IN ANY SUBSEQUENT ELECTION SHALL BE: "SHOULD
18 THE FIREFIGHTERS EMPLOYED BY THE [NAME OF THE PUBLIC EMPLOYER]
19 CONTINUE TO BE COVERED BY THE "COLORADO FIREFIGHTER SAFETY
20 ACT"?".

21 (4) IF THERE IS A COLLECTIVE BARGAINING AGREEMENT IN EFFECT
22 AT THE TIME OF SUBSEQUENT VOTES, AND IF ANY OF THOSE VOTES
23 RESULTS IN THE PUBLIC EMPLOYER NO LONGER BEING COVERED BY THE
24 COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2, THE AGREEMENT
25 SHALL REMAIN IN EFFECT FOR THE REMAINDER OF ITS TERM.

26 (5) NOTHING IN THIS SECTION PROHIBITS A PUBLIC EMPLOYER
27 FROM VOLUNTARILY AGREEING TO BE COVERED BY THE COLLECTIVE

1 BARGAINING PROVISIONS OF THIS ACT.

2 **29-5-207. Employee organization as exclusive representative.**

3 (1) THE EMPLOYEE ORGANIZATION RECOGNIZED OR NAMED IN THE
4 PETITION PURSUANT TO SECTION 29-5-206 FOR THE PURPOSE OF
5 COLLECTIVE BARGAINING BECOMES THE EXCLUSIVE REPRESENTATIVE OF
6 ALL FIREFIGHTERS IN THE BARGAINING UNIT FOR THE PURPOSE OF
7 COLLECTIVE BARGAINING. THE EXCLUSIVE REPRESENTATIVE SHALL
8 REPRESENT ALL FIREFIGHTERS IN THE BARGAINING UNIT WITHOUT
9 DISCRIMINATION. IF AN EXCLUSIVE REPRESENTATIVE EXISTS IN A
10 BARGAINING UNIT, A PUBLIC EMPLOYER SHALL NOT BARGAIN IN REGARD
11 TO MATTERS COVERED BY THIS PART 2 WITH ANY FIREFIGHTER, GROUP OF
12 FIREFIGHTERS IN THE BARGAINING UNIT, OR OTHER EMPLOYEE
13 ORGANIZATION OF FIREFIGHTERS.

14 (2) (a) NOTHING IN THIS SECTION PREVENTS FIREFIGHTERS,
15 INDIVIDUALLY OR AS A GROUP, FROM PRESENTING COMPLAINTS TO A
16 PUBLIC EMPLOYER AND FROM HAVING COMPLAINTS ADJUSTED WITHOUT
17 THE INTERVENTION OF THE EXCLUSIVE REPRESENTATIVE FOR THE
18 BARGAINING UNIT OF WHICH THEY ARE A PART IF:

19 (I) THE EXCLUSIVE REPRESENTATIVE IS GIVEN AN OPPORTUNITY TO
20 BE PRESENT AT THE ADJUSTMENT AND TO EXPRESS ITS VIEWS; AND

21 (II) THE ADJUSTMENT IS NOT INCONSISTENT WITH THE TERMS OF
22 A COLLECTIVE BARGAINING AGREEMENT THEN IN EFFECT BETWEEN THE
23 PUBLIC EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE.

24 (b) THE ABILITY TO ADJUST COMPLAINTS AS DESCRIBED IN THIS
25 SUBSECTION (2) DOES NOT INCLUDE THE USE OF ANY PROCESS IN A
26 COLLECTIVE BARGAINING AGREEMENT TO RESOLVE GRIEVANCES OVER THE
27 APPLICATION AND INTERPRETATION OF THE AGREEMENT.

1 (3) AN EMPLOYEE ORGANIZATION THAT IS AN EXCLUSIVE
2 REPRESENTATIVE HAS THE RIGHT TO HAVE ITS DUES, INITIATION FEES,
3 ASSESSMENTS, OR OTHER MONEYS DEDUCTED AND COLLECTED BY THE
4 PUBLIC EMPLOYER FROM THE PAY OF THOSE FIREFIGHTERS WITHIN THE
5 BARGAINING UNIT WHO AUTHORIZE, IN WRITING, THE DEDUCTION OF THE
6 MONEYS. THE AUTHORIZATION IS REVOCABLE AT THE FIREFIGHTER'S
7 WRITTEN REQUEST. THE DEDUCTIONS COMMENCE UPON THE EXCLUSIVE
8 REPRESENTATIVE'S WRITTEN REQUEST TO THE PUBLIC EMPLOYER. THE
9 RIGHT TO THE DEDUCTION REMAINS IN FORCE AS LONG AS THE EMPLOYEE
10 ORGANIZATION REMAINS THE EXCLUSIVE REPRESENTATIVE FOR THE
11 EMPLOYEES IN THE BARGAINING UNIT.

12 **29-5-208. Obligation to negotiate in good faith.** THE PUBLIC
13 EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE, THROUGH APPROPRIATE
14 OFFICIALS OR THEIR REPRESENTATIVES, HAVE THE AUTHORITY AND THE
15 DUTY TO BARGAIN COLLECTIVELY IN GOOD FAITH. THE OBLIGATION TO
16 BARGAIN IN GOOD FAITH DOES NOT COMPEL EITHER PARTY TO AGREE TO
17 A PROPOSAL OR MAKE A CONCESSION. THE OBLIGATION TO BARGAIN IN
18 GOOD FAITH REQUIRES, UPON REQUEST, THE EXCHANGE OF INFORMATION
19 POSSIBLY RELEVANT TO THE TERMS AND CONDITIONS OF EMPLOYMENT OF
20 THE FIREFIGHTERS OR THE INTERPRETATION OR APPLICATION OF THE
21 TERMS OF ANY COLLECTIVE BARGAINING AGREEMENT.

22 **29-5-209. Collective bargaining agreement.** (1) A COLLECTIVE
23 BARGAINING AGREEMENT ENTERED INTO PURSUANT TO THIS PART 2 IS FOR
24 A TERM OF AT LEAST ONE YEAR AND NO MORE THAN THREE YEARS,
25 BEGINNING JANUARY 1 AND ENDING DECEMBER 31, UNLESS A DIFFERENT
26 BEGINNING DATE IS AGREED TO BY THE PARTIES, RECOMMENDED BY THE
27 ADVISORY FACT-FINDER AND ACCEPTED BY THE PARTIES, OR SET AS A

1 RESULT OF A SPECIAL ELECTION.

2 (2) IF A PARTY REQUESTS COLLECTIVE BARGAINING BY SENDING
3 NOTICE TO THE OTHER PARTY, COLLECTIVE BARGAINING IS REQUIRED TO
4 TAKE PLACE NO LATER THAN JULY 15 OF THE LAST YEAR OF THE EXISTING
5 COLLECTIVE BARGAINING AGREEMENT OR, IN THE CASE OF A NEWLY
6 CERTIFIED OR RECOGNIZED EXCLUSIVE REPRESENTATIVE, BY JULY 15 OF
7 THE YEAR IN WHICH BARGAINING WILL TAKE PLACE. IF NO PARTY
8 REQUESTS BARGAINING UNDER THIS SECTION BY JULY 15 OF THE LAST
9 YEAR OF AN EXISTING COLLECTIVE BARGAINING AGREEMENT, THE
10 AGREEMENT WILL CONTINUE FOR THE NEXT CALENDAR YEAR UNLESS THE
11 PARTIES AGREE TO NEGOTIATE AND REACH A VOLUNTARY AGREEMENT ON
12 ALL TERMS OF A NEW CONTRACT.

13 (3) THE PUBLIC EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE
14 SHALL BEGIN COLLECTIVE BARGAINING FOR THE PURPOSE OF CREATING A
15 NEW COLLECTIVE BARGAINING AGREEMENT NO LATER THAN AUGUST 25
16 AFTER NOTICE TO BEGIN COLLECTIVE BARGAINING IS GIVEN PURSUANT TO
17 SUBSECTION (2) OF THIS SECTION.

18 (4) A COLLECTIVE BARGAINING AGREEMENT MAY CONTAIN
19 PROVISIONS REQUIRING ALL MEMBERS OF THE BARGAINING UNIT, AS A
20 CONDITION OF EMPLOYMENT, TO PAY NECESSARY FEES AND EXPENSES
21 GERMANE TO COLLECTIVE BARGAINING AND ENFORCEMENT OF A
22 COLLECTIVE BARGAINING AGREEMENT THAT ARE INCURRED BY THE
23 EXCLUSIVE REPRESENTATIVE.

24 **29-5-210. Impasse resolution.** (1) AT ANY TIME AFTER THIRTY
25 DAYS FROM THE START OF THE BARGAINING PROCESS, EITHER PARTY MAY
26 DECLARE AN IMPASSE IN NEGOTIATIONS. IF AN IMPASSE IS DECLARED, AN
27 ADVISORY FACT-FINDER MUST BE APPOINTED IN THE MANNER DESCRIBED

1 IN SUBSECTION (2) OF THIS SECTION.

2 (2) (a) WITHIN THREE DAYS AFTER AN IMPASSE IS DECLARED, THE
3 EXCLUSIVE REPRESENTATIVE OR THE PUBLIC EMPLOYER SHALL NOTIFY THE
4 AMERICAN ARBITRATION ASSOCIATION, A SUCCESSOR ORGANIZATION, OR
5 A SIMILAR ORGANIZATION AGREED UPON BY BOTH PARTIES, REFERRED TO
6 IN THIS SECTION AS THE "ARBITRATION ORGANIZATION", AND REQUEST THE
7 ARBITRATION ORGANIZATION TO SUBMIT SIMULTANEOUSLY TO EACH
8 PARTY WITHIN FOURTEEN DAYS AN IDENTICAL LIST OF SEVEN PERSONS
9 QUALIFIED TO SERVE AS AN ADVISORY FACT-FINDER. THE PARTIES MAY
10 AGREE UPON AN ADVISORY FACT-FINDER THAT IS NOT ON THE LIST
11 REQUESTED.

12 (b) WITHIN TEN DAYS AFTER THE ARBITRATION ORGANIZATION
13 DELIVERS THE LIST TO THE PARTIES PURSUANT TO PARAGRAPH (a) OF THIS
14 SUBSECTION (2), EACH PARTY MAY STRIKE TWO NAMES FROM THE LIST,
15 RANK THE REMAINING NAMES IN ORDER OF PREFERENCE, AND RETURN THE
16 LIST TO THE ARBITRATION ORGANIZATION. IF A PARTY DOES NOT RETURN
17 THE LIST WITHIN THE SPECIFIED TIME, ALL PERSONS NAMED IN THE LIST
18 ARE DEEMED ACCEPTABLE TO THAT PARTY.

19 (c) WITHIN TEN DAYS AFTER THE LAST LIST IS RETURNED TO THE
20 ARBITRATION ORGANIZATION PURSUANT TO PARAGRAPH (b) OF THIS
21 SUBSECTION (2), OR WITHIN TEN DAYS AFTER THE TIME THE LIST MUST BE
22 RETURNED BY THE PARTIES, WHICHEVER IS EARLIER, THE ARBITRATION
23 ORGANIZATION SHALL APPOINT ONE ADVISORY FACT-FINDER FROM THE
24 PERSONS WHO HAVE BEEN APPROVED ON BOTH LISTS AND SHALL NOTIFY
25 THE PARTIES OF THE APPOINTMENT.

26 (3) THE ADVISORY FACT-FINDER SHALL HOLD A HEARING ON THE
27 UNRESOLVED ISSUES BETWEEN THE PARTIES WITHIN THIRTY DAYS AFTER

1 BEING APPOINTED. THE ADVISORY FACT-FINDER SHALL GIVE WRITTEN
2 NOTICE OF THE TIME AND PLACE OF THE HEARING TO THE PARTIES NO
3 LATER THAN TEN DAYS BEFORE THE HEARING. THE HEARING MUST BE
4 INFORMAL, AND THE RULES OF EVIDENCE PREVAILING IN JUDICIAL
5 PROCEEDINGS ARE NOT BINDING. THE ADVISORY FACT-FINDER MAY
6 RECEIVE INTO EVIDENCE ANY DOCUMENTARY EVIDENCE AND OTHER
7 INFORMATION DEEMED RELEVANT BY THE ADVISORY FACT-FINDER. THE
8 ADVISORY FACT-FINDER MAY ADMINISTER OATHS AND REQUIRE BY
9 SUBPOENA THE ATTENDANCE AND TESTIMONY OF WITNESSES AND THE
10 PRODUCTION OF BOOKS, RECORDS, AND OTHER EVIDENCE RELEVANT TO
11 THE ISSUES PRESENTED FOR DETERMINATION. IF A PERSON REFUSES TO
12 OBEY A SUBPOENA, TAKE AN OATH, OR TESTIFY, OR IF ANY WITNESS,
13 PARTY, OR ATTORNEY IS GUILTY OF CONTEMPT WHILE IN ATTENDANCE AT
14 A HEARING, THE ADVISORY FACT-FINDER MAY, OR THE ATTORNEY
15 GENERAL SHALL, IF REQUESTED, INVOKE THE AID OF THE DISTRICT COURT
16 OF THE COUNTY IN WHICH THE HEARING IS BEING HELD, AND THE COURT
17 SHALL ISSUE AN APPROPRIATE ORDER. THE COURT MAY PUNISH A FAILURE
18 TO OBEY THE ORDER AS CONTEMPT.

19 (4) THE HEARING CONDUCTED BY THE ADVISORY FACT-FINDER
20 MUST BE CONCLUDED WITHIN TEN DAYS AFTER THE HEARING BEGINS.
21 WITH NOTICE TO THE ADVISORY FACT-FINDER AT THE CONCLUSION OF THE
22 HEARING, A PARTY MAY SUBMIT A WRITTEN BRIEF TO THE ADVISORY
23 FACT-FINDER WITHIN TEN DAYS AFTER THE CONCLUSION OF THE HEARING.

24 (5) WITHIN THIRTY DAYS AFTER RECEIPT OF THE LAST WRITTEN
25 BRIEF FROM A PARTY, OR WITHIN THIRTY DAYS AFTER THE CONCLUSION OF
26 THE HEARING IF NEITHER PARTY NOTIFIED THE ADVISORY FACT-FINDER OF
27 ITS INTENT TO FILE A WRITTEN BRIEF, THE ADVISORY FACT-FINDER SHALL

1 RENDER A DECISION RECOMMENDING A PEACEFUL AND JUST SETTLEMENT
2 OF THE UNRESOLVED ISSUES BETWEEN THE EXCLUSIVE REPRESENTATIVE
3 AND THE PUBLIC EMPLOYER. THE DECISION IS LIMITED TO A
4 RECOMMENDATION OF WHICH PORTION OF THE FINAL OFFERS MADE BY
5 EACH PARTY ON EACH ISSUE IN DISPUTE SHOULD BE ACCEPTED. THE
6 DECISION MUST INCLUDE WRITTEN FINDINGS AND A WRITTEN OPINION ON
7 THE ISSUES PRESENTED. THE ADVISORY FACT-FINDER SHALL MAIL OR
8 OTHERWISE DELIVER A COPY OF THE WRITTEN DECISION TO THE EXCLUSIVE
9 REPRESENTATIVE AND THE PUBLIC EMPLOYER.

10 (6) IN ARRIVING AT A DECISION, THE ADVISORY FACT-FINDER
11 SHALL CONSIDER:

12 (a) THE INTERESTS AND WELFARE OF THE PUBLIC;

13 (b) THE COMPENSATION, HOURS, AND TERMS AND CONDITIONS OF
14 EMPLOYMENT OF THE FIREFIGHTERS INVOLVED IN THE COLLECTIVE
15 BARGAINING IN COMPARISON WITH THE COMPENSATION, HOURS, AND
16 TERMS AND CONDITIONS OF EMPLOYMENT, INCLUDING FIREFIGHTER
17 SAFETY ISSUES, OF OTHER FIREFIGHTERS IN COMPARABLE COMMUNITIES AS
18 DETERMINED BY THE ADVISORY FACT-FINDER;

19 (c) STIPULATIONS OF THE PARTIES;

20 (d) THE LAWFUL AUTHORITY OF THE PUBLIC EMPLOYER;

21 (e) THE FINANCIAL ABILITY OF THE PUBLIC EMPLOYER TO MEET
22 THE COSTS OF ANY PROPOSED SETTLEMENT;

23 (f) CHANGES IN THE COST OF LIVING; AND

24 (g) OTHER FACTORS THAT ARE NORMALLY OR TRADITIONALLY
25 TAKEN INTO CONSIDERATION IN THE DETERMINATION OF COMPENSATION,
26 HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT THROUGH
27 VOLUNTARY COLLECTIVE BARGAINING, INTEREST ARBITRATION, OR

1 OTHERWISE BETWEEN PARTIES IN PUBLIC OR PRIVATE EMPLOYMENT.

2 (7) THE ADVISORY FACT-FINDER SHALL GIVE DUE WEIGHT TO EACH
3 FACTOR LISTED IN SUBSECTION (6) OF THIS SECTION. IF THE ADVISORY
4 FACT-FINDER DETERMINES THAT A FACTOR LISTED IN SUBSECTION (6) OF
5 THIS SECTION IS NOT RELEVANT, THE ADVISORY FACT-FINDER SHALL STATE
6 IN THE FINDINGS THE SPECIFIC REASON WHY THE FACTOR IS NOT RELEVANT
7 TO THE ADVISORY FACT-FINDER'S DETERMINATION.

8 (8) THE EXCLUSIVE REPRESENTATIVE AND THE PUBLIC EMPLOYER
9 SHALL EQUALLY BEAR THE COST OF THE ADVISORY FACT-FINDER AND
10 RELATED HEARINGS.

11 (9) (a) THE PUBLIC EMPLOYER AND THE EXCLUSIVE
12 REPRESENTATIVE HAVE FOURTEEN DAYS AFTER THE ISSUANCE OF THE
13 ADVISORY FACT-FINDER'S DECISION TO CONSIDER THE RECOMMENDATIONS
14 AND FURTHER NEGOTIATE THE DISPUTED ISSUES. NO LATER THAN THE END
15 OF THE FOURTEEN-DAY PERIOD, THE PUBLIC EMPLOYER AND THE
16 EXCLUSIVE REPRESENTATIVE SHALL NOTIFY THE OTHER PARTY WHETHER
17 IT ACCEPTS OR REJECTS THE RECOMMENDATIONS ON EACH OF THE
18 REMAINING UNRESOLVED ISSUES. IF EITHER PARTY REJECTS ANY OF THE
19 RECOMMENDATIONS, THE FINAL OFFERS OF THE PARTIES ON ALL OF THE
20 ISSUES REMAINING UNRESOLVED SHALL BE SUBMITTED AS ALTERNATIVE
21 SINGLE MEASURES TO A VOTE OF THE REGISTERED ELECTORS OF THE
22 PUBLIC EMPLOYER AT A SPECIAL ELECTION. THE REGISTERED ELECTORS
23 SHALL SELECT EITHER THE FINAL OFFER OF THE PUBLIC EMPLOYER OR THE
24 FINAL OFFER OF THE EXCLUSIVE REPRESENTATIVE, AS PRESENTED TO THE
25 ADVISORY FACT-FINDER. ISSUES AGREED TO DURING THE FOURTEEN-DAY
26 PERIOD SPECIFIED IN THIS SUBSECTION (9) MUST NOT BE INCLUDED IN THE
27 FINAL OFFERS SUBMITTED TO THE REGISTERED ELECTORS. THE PARTY

1 THAT REFUSES TO ACCEPT THE RECOMMENDATIONS OF THE ADVISORY
2 FACT-FINDER SHALL PAY THE COST OF THE SPECIAL ELECTION. IF BOTH
3 PARTIES REFUSE TO ACCEPT THE ADVISORY FACT-FINDER'S
4 RECOMMENDATIONS, THE PUBLIC EMPLOYER AND THE EXCLUSIVE
5 REPRESENTATIVE SHALL PAY THE COST OF THE SPECIAL ELECTION
6 EQUALLY.

7 (b) THE SPECIAL ELECTION MUST NOT BE HELD IN CONJUNCTION
8 WITH, OR ON THE SAME DAY AS, ANY OTHER ELECTION AND MAY BE HELD
9 ON ANY DATE SET BY THE PUBLIC EMPLOYER AS LONG AS IT IS HELD NO
10 MORE THAN NINETY DAYS AFTER THE DATE OF THE REJECTION OF AN
11 ADVISORY FACT-FINDER'S RECOMMENDATION AND AT LEAST THIRTY DAYS'
12 NOTICE IS GIVEN.

13 (10) NOTHING IN THIS PART 2 PROHIBITS OR IMPEDES A PUBLIC
14 EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE FROM CONTINUING TO
15 BARGAIN IN GOOD FAITH OR FROM USING THE SERVICES OF A MEDIATOR AT
16 ANY TIME DURING COLLECTIVE BARGAINING. IF AT ANY POINT IN THE
17 ADVISORY FACT-FINDING PROCEEDINGS THE PARTIES ARE ABLE TO
18 CONCLUDE THE DISPUTE, OR ANY PORTION THEREOF, WITH A VOLUNTARILY
19 REACHED AGREEMENT, THE PARTIES SHALL NOTIFY THE ADVISORY
20 FACT-FINDER OF THE AGREEMENT, AND THE ADVISORY FACT-FINDER SHALL
21 TERMINATE THE PROCEEDINGS OR DISCONTINUE THE CONSIDERATION OF
22 AN ISSUE RESOLVED BY THE AGREEMENT. IF AN AGREEMENT IS REACHED
23 AFTER A SPECIAL ELECTION HAS BEEN SCHEDULED AND THE ELECTION
24 CANNOT BE CANCELED OR ISSUES CANNOT BE REMOVED FROM THE
25 BALLOT, THE VOTES ON THE FINAL OFFERS OF THE PUBLIC EMPLOYER AND
26 THE EXCLUSIVE REPRESENTATIVE SHALL NOT BE COUNTED.

27 (11) DURING IMPASSE RESOLUTION PROCEEDINGS CONDUCTED

1 PURSUANT TO THIS SECTION, EXISTING COMPENSATION, HOURS, AND
2 OTHER TERMS AND CONDITIONS OF EMPLOYMENT MAY NOT BE CHANGED
3 EXCEPT BY AN AGREEMENT BETWEEN THE PUBLIC EMPLOYER AND THE
4 EXCLUSIVE REPRESENTATIVE, BUT ANY SUCH AGREEMENT MUST BE
5 WITHOUT PREJUDICE TO EITHER PARTY'S RIGHTS OR POSITION IN THE
6 ADVISORY FACT-FINDER'S HEARING. ANY CHANGES IN THE COLLECTIVE
7 BARGAINING AGREEMENT FROM THE EXPIRED AGREEMENT MUST BE
8 RETROACTIVE TO JANUARY 1 UNLESS THE PARTIES AGREE OTHERWISE.

9 (12) THE PARTIES MAY AGREE TO EXTEND ANY OF THE TIME LIMITS
10 SPECIFIED IN THIS PART 2 EXCEPT THE DATE FOR BEGINNING BARGAINING.

11 (13) THE PUBLIC EMPLOYER SHALL MODIFY ANY ADOPTED BUDGET
12 TO COMPLY WITH THE RESULTS OF ACCEPTED RECOMMENDATIONS FROM
13 AN ADVISORY FACT-FINDER OR OF A SPECIAL ELECTION HELD PURSUANT TO
14 THIS SECTION.

15 **29-5-211. Strikes prohibited.** A FIREFIGHTER OR EMPLOYEE
16 ORGANIZATION SHALL NOT STRIKE. NOTHING IN THIS SECTION LIMITS OR
17 IMPAIRS THE RIGHT OF ANY FIREFIGHTER TO LAWFULLY EXPRESS OR
18 COMMUNICATE A COMPLAINT OR OPINION ON ANY MATTER RELATED TO
19 COMPENSATION, HOURS, OR TERMS AND CONDITIONS OF EMPLOYMENT.

20 **29-5-212. Existing bargaining relationships.** (1) THE
21 COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2 DO NOT APPLY TO
22 ANY HOME RULE CITY THAT HAS LANGUAGE IN ITS CHARTER ON THE
23 EFFECTIVE DATE OF THIS PART 2 THAT PROVIDES FOR A COLLECTIVE
24 BARGAINING PROCESS FOR FIREFIGHTERS EMPLOYED BY THE HOME RULE
25 CITY. THIS PART 2 APPLIES TO ALL OTHER PUBLIC EMPLOYERS, INCLUDING
26 HOME RULE CITIES WITHOUT LANGUAGE IN THEIR CHARTERS THAT
27 ADDRESS A COLLECTIVE BARGAINING PROCESS FOR FIREFIGHTERS.

1 (2) A BARGAINING UNIT IN EXISTENCE ON THE EFFECTIVE DATE OF
2 THIS PART 2 REMAINS THE BARGAINING UNIT UNLESS THE BARGAINING
3 UNIT IS MODIFIED BY VOLUNTARY AGREEMENT BETWEEN THE EXCLUSIVE
4 REPRESENTATIVE AND THE PUBLIC EMPLOYER OR AS OTHERWISE PROVIDED
5 BY THIS PART 2.

6 (3) AN EMPLOYEE ORGANIZATION RECOGNIZED BY A PUBLIC
7 EMPLOYER AS THE EXCLUSIVE REPRESENTATIVE FOR A BARGAINING UNIT
8 AS OF THE EFFECTIVE DATE OF THIS PART 2 REMAINS THE EXCLUSIVE
9 REPRESENTATIVE FOR THE BARGAINING UNIT UNTIL THE EMPLOYEE
10 ORGANIZATION IS DECERTIFIED AS THE EXCLUSIVE REPRESENTATIVE BY
11 VOTE OF A MAJORITY OF THE FIREFIGHTERS IN THE BARGAINING UNIT IN
12 ACCORDANCE WITH A PROCESS ESTABLISHED BY THE PUBLIC EMPLOYER.

13 (4) (a) ALL EXISTING BARGAINING RELATIONSHIPS OF
14 FIREFIGHTERS, WHETHER CREATED BY ORDINANCE, RESOLUTION, OR
15 VOLUNTARY RECOGNITION, REMAIN IN EFFECT UNDER THE TERMS,
16 CONDITIONS, AND PROCEDURES IN EFFECT UNLESS THE PUBLIC EMPLOYER
17 AND EXCLUSIVE REPRESENTATIVE AGREE TO APPLY THE COLLECTIVE
18 BARGAINING PROVISIONS OF THIS PART 2 OR UNTIL AN ELECTION IS HELD
19 BY PETITION PURSUANT TO SECTION 29-5-206. IF THE REGISTERED
20 ELECTORS APPROVE COVERAGE OF THE COLLECTIVE BARGAINING
21 PROVISIONS OF THIS PART 2 TO THE PUBLIC EMPLOYER, THOSE PROVISIONS
22 WILL APPLY TO THE BARGAINING UNIT REGARDLESS OF ANY CHARTER,
23 ORDINANCE, RESOLUTION, OR VOLUNTARY RECOGNITION. AN ELECTION
24 MAY NOT BE HELD UNDER SECTION 29-5-206 DURING THE TERM OF A
25 COLLECTIVE BARGAINING AGREEMENT THAT IS IN EXISTENCE ON THE
26 EFFECTIVE DATE OF THIS PART 2.

27 (b) IF A VOTE IS HELD PURSUANT TO PARAGRAPH (a) OF THIS

1 SUBSECTION (4), THE TERMS, CONDITIONS, AND PROCEDURES IN THE PRIOR
2 BARGAINING RELATIONSHIP REMAIN IN EFFECT UNTIL THE ELECTION IS
3 COMPLETED. IF THE REGISTERED ELECTORS REJECT COVERAGE OF THE
4 COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2, ALL TERMS,
5 CONDITIONS, AND PROCEDURES IN THE PRIOR PROCESS REMAIN IN EFFECT.

6 (5) NOTHING IN THIS SECTION CHANGES OR ABROGATES A
7 COLLECTIVE BARGAINING AGREEMENT THAT IS IN EXISTENCE ON THE
8 EFFECTIVE DATE OF THIS PART 2.

9 **29-5-213. Right to sue.** A FIREFIGHTER OR EMPLOYEE
10 ORGANIZATION MAY ENFORCE ANY PROVISION OF THIS PART 2 BY FILING
11 SUIT IN A DISTRICT COURT IN WHICHEVER VENUE IS PROPER.

12 **29-5-214. Severability.** IF ANY PROVISION OR CLAUSE OF THIS
13 PART 2 OR THE APPLICATION TO ANY PERSON OR CIRCUMSTANCE IS HELD
14 INVALID, THE INVALIDITY DOES NOT AFFECT OTHER PROVISIONS OR
15 APPLICATIONS OF THIS PART 2 THAT CAN BE GIVEN EFFECT WITHOUT THE
16 INVALID PROVISION OR APPLICATION.

17 **SECTION 2. Safety clause.** The general assembly hereby finds,
18 determines, and declares that this act is necessary for the immediate
19 preservation of the public peace, health, and safety.