

HOUSE COMMITTEE OF REFERENCE REPORT

Chairman of Committee

April 8, 2013
Date

Committee on State, Veterans, & Military Affairs.

After consideration on the merits, the Committee recommends the following:

SB13-025 be amended as follows, and as so amended, be referred to the Committee of the Whole with favorable recommendation:

1 Amend reengrossed bill, strike everything below the enacting clause and
2 substitute the following:

3 "SECTION 1. In Colorado Revised Statutes, **add** part 2 to article
4 5 of title 29 as follows:

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

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

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

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

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

20 (d) THE DENIAL BY SOME PUBLIC EMPLOYERS OF THE RIGHT OF
21 FIREFIGHTERS TO ORGANIZE AND BARGAIN COLLECTIVELY OR MEET AND
22 CONFER LEADS TO VARIOUS FORMS OF STRIFE AND UNREST, WHICH
23 OBSTRUCT PUBLIC SAFETY, AND WHEN THE RIGHT TO STRIKE IS DENIED,

1 COLLECTIVE BARGAINING WITH THE POSSIBILITY TO MEET AND CONFER
2 ARE THE APPROPRIATE COUNTERBALANCE TO PREVENT THE OBSTRUCTIONS
3 TO PUBLIC SAFETY;

4 (e) UNRESOLVED DISPUTES BETWEEN FIREFIGHTERS AND THEIR
5 PUBLIC EMPLOYERS HARM THE PUBLIC, THE GOVERNMENTAL AGENCIES,
6 AND THE EMPLOYEES INVOLVED;

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

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

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

29 (I) PROTECTING THE EXERCISE BY FIREFIGHTERS OF FULL FREEDOM
30 OF ASSOCIATION, SELF-ORGANIZATION, AND OTHER MUTUAL AID OR
31 PROTECTION WITHOUT FEAR OF INTIMIDATION OR RETALIATION;

32 (II) ENCOURAGING AND PROMOTING THE PRACTICE AND
33 PROCEDURE OF COLLECTIVE BARGAINING;

34 (III) PROTECTING THE RIGHT OF FIREFIGHTERS TO DESIGNATE
35 REPRESENTATIVES OF THEIR OWN CHOOSING FOR THE PURPOSE OF
36 COLLECTIVE BARGAINING, AND PROTECTING THEIR RIGHT TO PARTICIPATE
37 IN THE POLITICAL PROCESS WHILE OFF DUTY AND NOT IN UNIFORM, LIKE
38 ANY OTHER CITIZEN OF THIS STATE; AND

39 (IV) IF APPROVED BY A VOTE OF THE CITIZENS OF A JURISDICTION,
40 OBLIGATING PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS OF
41 FIREFIGHTERS TO ENTER INTO COLLECTIVE BARGAINING WITH THE

1 WILLINGNESS TO RESOLVE DISPUTES RELATING TO COMPENSATION, HOURS,
2 AND THE TERMS AND CONDITIONS OF EMPLOYMENT AND TO REDUCE TO
3 WRITING ANY AGREEMENTS REACHED THROUGH NEGOTIATIONS; AND

4 (i) COLLECTIVE BARGAINING FOR FIREFIGHTERS IS A MATTER OF
5 STATEWIDE CONCERN THAT AFFECTS THE PUBLIC SAFETY AND GENERAL
6 WELFARE, AS THE COLORADO SUPREME COURT HELD IN *CITY OF AURORA*
7 *V. AURORA FIREFIGHTERS' PROTECTIVE ASSOCIATION*, 193 COLO. 437, 566
8 P.2D 1356 (1977). THE CITIZENS OF COLORADO HAVE THE RIGHT TO
9 EXPECT A CONSISTENTLY HIGH LEVEL OF PUBLIC SAFETY THROUGHOUT
10 THE STATE, WHICH WILL ALLOW THE ECONOMY OF COLORADO TO GROW
11 AND PROSPER.

12 (2) IT IS ALSO THE POLICY OF THIS STATE TO OBLIGATE PUBLIC
13 EMPLOYERS TO MEET AND CONFER WITH THEIR FIREFIGHTERS, UPON
14 REQUEST, TO DISCUSS SAFETY, EQUIPMENT, AND NONCOMPENSATORY
15 MATTERS.

16 **29-5-203. Definitions.** AS USED IN THIS PART 2, UNLESS THE
17 CONTEXT OTHERWISE REQUIRES:

18 (1) "ADVISORY FACT-FINDER" MEANS THE PERSON AGREED UPON
19 BY THE PARTIES OR APPOINTED BY THE AMERICAN ARBITRATION
20 ASSOCIATION, ITS SUCCESSOR ORGANIZATION, OR A SIMILAR
21 ORGANIZATION AGREED UPON BY BOTH PARTIES IN ACCORDANCE WITH
22 SECTION 29-5-210.

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

25 (3) "COLLECTIVE BARGAINING" MEANS THE PERFORMANCE OF THE
26 MUTUAL OBLIGATION OF A PUBLIC EMPLOYER, THROUGH ITS DESIGNATED
27 REPRESENTATIVES, AND AN EXCLUSIVE REPRESENTATIVE TO MEET AT
28 REASONABLE TIMES AND PLACES AND NEGOTIATE IN GOOD FAITH WITH
29 RESPECT TO COMPENSATION, HOURS, AND TERMS AND CONDITIONS OF
30 EMPLOYMENT, TO MEET AND NEGOTIATE IN GOOD FAITH ANY QUESTION
31 ARISING UNDER A COLLECTIVE BARGAINING AGREEMENT, AND TO EXECUTE
32 A WRITTEN CONTRACT INCORPORATING ANY AGREEMENTS REACHED.

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

38 (5) "COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2" MEANS
39 ALL OF THIS PART 2; EXCEPT THAT SECTIONS 29-5-202, 29-5-203 (7), (13),
40 AND (14); 29-5-204 (1) (a), (1) (e), (2), AND (3); 29-5-205; 29-5-211;
41 29-5-212 (3) AND (4); 29-5-213; AND 29-5-214 SHALL APPLY TO ALL

1 PUBLIC EMPLOYERS AND FIREFIGHTERS WITHOUT REGARD TO SECTION
2 29-5-206.

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

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

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

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

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

30 (11) "GENERAL ELECTION" MEANS A GENERAL MUNICIPAL
31 ELECTION, REGULAR SPECIAL DISTRICT BOARD ELECTION, STATEWIDE
32 PRIMARY ELECTION, OR STATEWIDE GENERAL ELECTION.

33 (12) "PARTY" MEANS AN EXCLUSIVE REPRESENTATIVE OR A PUBLIC
34 EMPLOYER.

35 (13) "PUBLIC EMPLOYER" MEANS A MUNICIPALITY, INCLUDING A
36 HOME RULE MUNICIPALITY, SPECIAL DISTRICT, FIRE AUTHORITY, OR
37 COUNTY IMPROVEMENT DISTRICT, THAT OFFERS FIRE PROTECTION SERVICE
38 AND EMPLOYS TWO OR MORE FIREFIGHTERS.

39 (14) "STRIKE" MEANS THE FOLLOWING CONCERTED ACTIONS
40 TAKEN BY MEMBERS OF A BARGAINING UNIT FOR THE PURPOSE OF
41 INDUCING, INFLUENCING, OR COERCING A CHANGE IN THE TERMS AND

1 CONDITIONS OF EMPLOYMENT, COMPENSATION, RIGHTS, PRIVILEGES, OR
2 OBLIGATIONS OF EMPLOYMENT:

- 3 (a) FAILURE TO REPORT FOR DUTY;
- 4 (b) WILLFUL ABSENCE FROM A POSITION;
- 5 (c) STOPPING OR DELIBERATELY SLOWING WORK;
- 6 (d) WITHHOLDING, IN WHOLE OR IN PART, THE FULL, FAITHFUL,
7 AND PROPER PERFORMANCE OF DUTIES OF EMPLOYMENT; OR
- 8 (e) INTERRUPTING THE OPERATIONS OF THE PUBLIC EMPLOYER.

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

13 (16) "TERMS AND CONDITIONS OF EMPLOYMENT" MEANS
14 COMPENSATION, HOURS, AND ALL MATTERS AFFECTING THE EMPLOYMENT
15 OF FIREFIGHTERS, INCLUDING ITEMS RELATED TO SAFETY, EXCEPT THE
16 BUDGET AND ORGANIZATIONAL STRUCTURE OF THE PUBLIC EMPLOYER.

17 **29-5-204. Rights of firefighters.** (1) FIREFIGHTERS HAVE THE
18 RIGHT TO:

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

21 (b) NEGOTIATE COLLECTIVELY OR ADDRESS GRIEVANCES THROUGH
22 REPRESENTATIVES OF THEIR OWN CHOOSING;

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

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

29 (e) FULLY PARTICIPATE IN THE POLITICAL PROCESS OF THEIR
30 PUBLIC EMPLOYERS WHILE OFF DUTY AND NOT IN UNIFORM, INCLUDING
31 SPEAKING WITH MEMBERS OF THE PUBLIC EMPLOYER'S GOVERNING BODY
32 AND ENGAGING IN OTHER LEGITIMATE POLITICAL ACTIVITIES IN THE SAME
33 MANNER AS OTHER CITIZENS OF COLORADO WITHOUT DISCRIMINATION,
34 INTIMIDATION, OR RETALIATION.

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

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

38 **29-5-205. Obligation to meet and confer.** (1) UNLESS THE
39 PUBLIC EMPLOYER AND ITS FIREFIGHTERS ARE ALREADY PARTY TO A
40 COLLECTIVE BARGAINING AGREEMENT OR THE PUBLIC EMPLOYER HAS
41 OPTED INTO THE COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2, IF

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

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

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

27 (2) IF THE ISSUE OF WHETHER THE PUBLIC EMPLOYER WILL BE
28 COVERED BY THE COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2
29 HAS BEEN PREVIOUSLY VOTED ON, THE ISSUE MAY BE PLACED BEFORE THE
30 VOTERS NO SOONER THAN FOUR YEARS AFTER THE ISSUE WAS LAST
31 PREVIOUSLY VOTED UPON. IF THE COLLECTIVE BARGAINING PROVISIONS OF
32 THIS PART 2 HAVE BEEN APPLIED TO THE PUBLIC EMPLOYER, THE BALLOT
33 QUESTION PRESENTED IN ANY SUBSEQUENT ELECTION SHALL BE: "SHOULD
34 THE FIREFIGHTERS EMPLOYED BY THE [NAME OF THE PUBLIC EMPLOYER]
35 CONTINUE TO BE COVERED BY THE "COLORADO FIREFIGHTER SAFETY
36 ACT"?.

37 (3) IF THERE IS A COLLECTIVE BARGAINING AGREEMENT IN EFFECT
38 AT THE TIME OF SUBSEQUENT VOTES, AND IF ANY OF THOSE VOTES
39 RESULTS IN THE PUBLIC EMPLOYER NO LONGER BEING COVERED BY THE
40 COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2, THE AGREEMENT
41 SHALL REMAIN IN EFFECT FOR THE REMAINDER OF ITS TERM.

1 (4) NOTHING IN THIS SECTION PROHIBITS A PUBLIC EMPLOYER
2 FROM VOLUNTARILY AGREEING TO BE COVERED BY THE COLLECTIVE
3 BARGAINING PROVISIONS OF THIS ACT.

4 **29-5-207. Employee organization as exclusive representative.**

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

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

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

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

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

30 (3) AN EMPLOYEE ORGANIZATION THAT IS AN EXCLUSIVE
31 REPRESENTATIVE HAS THE RIGHT TO HAVE ITS DUES, INITIATION FEES,
32 ASSESSMENTS, OR OTHER MONEYS DEDUCTED AND COLLECTED BY THE
33 PUBLIC EMPLOYER FROM THE PAY OF THOSE FIREFIGHTERS WITHIN THE
34 BARGAINING UNIT WHO AUTHORIZE, IN WRITING, THE DEDUCTION OF THE
35 MONEYS. THE AUTHORIZATION IS REVOCABLE AT THE FIREFIGHTER'S
36 WRITTEN REQUEST. THE DEDUCTIONS COMMENCE UPON THE EXCLUSIVE
37 REPRESENTATIVE'S WRITTEN REQUEST TO THE PUBLIC EMPLOYER. THE
38 RIGHT TO THE DEDUCTION REMAINS IN FORCE AS LONG AS THE EMPLOYEE
39 ORGANIZATION REMAINS THE EXCLUSIVE REPRESENTATIVE FOR THE
40 EMPLOYEES IN THE BARGAINING UNIT.

41 **29-5-208. Obligation to negotiate in good faith.** THE PUBLIC
42 EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE, THROUGH APPROPRIATE

1 OFFICIALS OR THEIR REPRESENTATIVES, HAVE THE AUTHORITY AND THE
2 DUTY TO BARGAIN COLLECTIVELY IN GOOD FAITH. THE OBLIGATION TO
3 BARGAIN IN GOOD FAITH DOES NOT COMPEL EITHER PARTY TO AGREE TO
4 A PROPOSAL OR MAKE A CONCESSION. THE OBLIGATION TO BARGAIN IN
5 GOOD FAITH REQUIRES, UPON REQUEST, THE EXCHANGE OF INFORMATION
6 POSSIBLY RELEVANT TO THE TERMS AND CONDITIONS OF EMPLOYMENT OF
7 THE FIREFIGHTERS OR THE INTERPRETATION OR APPLICATION OF THE
8 TERMS OF ANY COLLECTIVE BARGAINING AGREEMENT.

9 **29-5-209. Collective bargaining agreement.** (1) A COLLECTIVE
10 BARGAINING AGREEMENT ENTERED INTO PURSUANT TO THIS PART 2 IS FOR
11 A TERM OF AT LEAST ONE YEAR AND NO MORE THAN THREE YEARS,
12 BEGINNING JANUARY 1 AND ENDING DECEMBER 31, UNLESS A DIFFERENT
13 BEGINNING DATE IS AGREED TO BY THE PARTIES, RECOMMENDED BY THE
14 ADVISORY FACT-FINDER AND ACCEPTED BY THE PARTIES, OR SET AS A
15 RESULT OF A SPECIAL ELECTION.

16 (2) IF A PARTY REQUESTS COLLECTIVE BARGAINING BY SENDING
17 NOTICE TO THE OTHER PARTY, COLLECTIVE BARGAINING IS REQUIRED TO
18 TAKE PLACE NO LATER THAN JULY 15 OF THE LAST YEAR OF THE EXISTING
19 COLLECTIVE BARGAINING AGREEMENT OR, IN THE CASE OF A NEWLY
20 CERTIFIED OR RECOGNIZED EXCLUSIVE REPRESENTATIVE, BY JULY 15 OF
21 THE YEAR IN WHICH BARGAINING WILL TAKE PLACE. IF NO PARTY
22 REQUESTS BARGAINING UNDER THIS SECTION BY JULY 15 OF THE LAST
23 YEAR OF AN EXISTING COLLECTIVE BARGAINING AGREEMENT, THE
24 AGREEMENT WILL CONTINUE FOR THE NEXT CALENDAR YEAR UNLESS THE
25 PARTIES AGREE TO NEGOTIATE AND REACH A VOLUNTARY AGREEMENT ON
26 ALL TERMS OF A NEW CONTRACT.

27 (3) THE PUBLIC EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE
28 SHALL BEGIN COLLECTIVE BARGAINING FOR THE PURPOSE OF CREATING A
29 NEW COLLECTIVE BARGAINING AGREEMENT NO LATER THAN AUGUST 25
30 AFTER NOTICE TO BEGIN COLLECTIVE BARGAINING IS GIVEN PURSUANT TO
31 SUBSECTION (2) OF THIS SECTION.

32 (4) A COLLECTIVE BARGAINING AGREEMENT MAY CONTAIN
33 PROVISIONS REQUIRING ALL MEMBERS OF THE BARGAINING UNIT, AS A
34 CONDITION OF EMPLOYMENT, TO PAY NECESSARY FEES AND EXPENSES
35 GERMANE TO COLLECTIVE BARGAINING AND ENFORCEMENT OF A
36 COLLECTIVE BARGAINING AGREEMENT THAT ARE INCURRED BY THE
37 EXCLUSIVE REPRESENTATIVE.

38 **29-5-210. Impasse resolution.** (1) AT ANY TIME AFTER THIRTY
39 DAYS FROM THE START OF THE BARGAINING PROCESS, EITHER PARTY MAY
40 DECLARE AN IMPASSE IN NEGOTIATIONS. IF AN IMPASSE IS DECLARED, AN
41 ADVISORY FACT-FINDER MUST BE APPOINTED IN THE MANNER DESCRIBED
42 IN SUBSECTION (2) OF THIS SECTION.

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

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

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

25 (3) THE ADVISORY FACT-FINDER SHALL HOLD A HEARING ON THE
26 UNRESOLVED ISSUES BETWEEN THE PARTIES WITHIN THIRTY DAYS AFTER
27 BEING APPOINTED. THE ADVISORY FACT-FINDER SHALL GIVE WRITTEN
28 NOTICE OF THE TIME AND PLACE OF THE HEARING TO THE PARTIES NO
29 LATER THAN TEN DAYS BEFORE THE HEARING. THE HEARING MUST BE
30 INFORMAL, AND THE RULES OF EVIDENCE PREVAILING IN JUDICIAL
31 PROCEEDINGS ARE NOT BINDING. THE ADVISORY FACT-FINDER MAY
32 RECEIVE INTO EVIDENCE ANY DOCUMENTARY EVIDENCE AND OTHER
33 INFORMATION DEEMED RELEVANT BY THE ADVISORY FACT-FINDER. THE
34 ADVISORY FACT-FINDER MAY ADMINISTER OATHS AND REQUIRE BY
35 SUBPOENA THE ATTENDANCE AND TESTIMONY OF WITNESSES AND THE
36 PRODUCTION OF BOOKS, RECORDS, AND OTHER EVIDENCE RELEVANT TO
37 THE ISSUES PRESENTED FOR DETERMINATION. IF A PERSON REFUSES TO
38 OBEY A SUBPOENA, TAKE AN OATH, OR TESTIFY, OR IF ANY WITNESS,
39 PARTY, OR ATTORNEY IS GUILTY OF CONTEMPT WHILE IN ATTENDANCE AT
40 A HEARING, THE ADVISORY FACT-FINDER MAY, OR THE ATTORNEY
41 GENERAL SHALL, IF REQUESTED, INVOKE THE AID OF THE DISTRICT COURT
42 OF THE COUNTY IN WHICH THE HEARING IS BEING HELD, AND THE COURT

1 SHALL ISSUE AN APPROPRIATE ORDER. THE COURT MAY PUNISH A FAILURE
2 TO OBEY THE ORDER AS CONTEMPT.

3 (4) THE HEARING CONDUCTED BY THE ADVISORY FACT-FINDER
4 MUST BE CONCLUDED WITHIN TEN DAYS AFTER THE HEARING BEGINS.
5 WITH NOTICE TO THE ADVISORY FACT-FINDER AT THE CONCLUSION OF THE
6 HEARING, A PARTY MAY SUBMIT A WRITTEN BRIEF TO THE ADVISORY
7 FACT-FINDER WITHIN TEN DAYS AFTER THE CONCLUSION OF THE HEARING.

8 (5) WITHIN THIRTY DAYS AFTER RECEIPT OF THE LAST WRITTEN
9 BRIEF FROM A PARTY, OR WITHIN THIRTY DAYS AFTER THE CONCLUSION OF
10 THE HEARING IF NEITHER PARTY NOTIFIED THE ADVISORY FACT-FINDER OF
11 ITS INTENT TO FILE A WRITTEN BRIEF, THE ADVISORY FACT-FINDER SHALL
12 RENDER A DECISION RECOMMENDING A PEACEFUL AND JUST SETTLEMENT
13 OF THE UNRESOLVED ISSUES BETWEEN THE EXCLUSIVE REPRESENTATIVE
14 AND THE PUBLIC EMPLOYER. THE DECISION IS LIMITED TO A
15 RECOMMENDATION OF WHICH PORTION OF THE FINAL OFFERS MADE BY
16 EACH PARTY ON EACH ISSUE IN DISPUTE SHOULD BE ACCEPTED. THE
17 DECISION MUST INCLUDE WRITTEN FINDINGS AND A WRITTEN OPINION ON
18 THE ISSUES PRESENTED. THE ADVISORY FACT-FINDER SHALL MAIL OR
19 OTHERWISE DELIVER A COPY OF THE WRITTEN DECISION TO THE EXCLUSIVE
20 REPRESENTATIVE AND THE PUBLIC EMPLOYER.

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

- 23 (a) THE INTERESTS AND WELFARE OF THE PUBLIC;
- 24 (b) THE COMPENSATION, HOURS, AND TERMS AND CONDITIONS OF
25 EMPLOYMENT OF THE FIREFIGHTERS INVOLVED IN THE COLLECTIVE
26 BARGAINING IN COMPARISON WITH THE COMPENSATION, HOURS, AND
27 TERMS AND CONDITIONS OF EMPLOYMENT, INCLUDING FIREFIGHTER
28 SAFETY ISSUES, OF OTHER FIREFIGHTERS IN COMPARABLE COMMUNITIES AS
29 DETERMINED BY THE ADVISORY FACT-FINDER;
- 30 (c) STIPULATIONS OF THE PARTIES;
- 31 (d) THE LAWFUL AUTHORITY OF THE PUBLIC EMPLOYER;
- 32 (e) THE FINANCIAL ABILITY OF THE PUBLIC EMPLOYER TO MEET
33 THE COSTS OF ANY PROPOSED SETTLEMENT;
- 34 (f) CHANGES IN THE COST OF LIVING; AND
- 35 (g) OTHER FACTORS THAT ARE NORMALLY OR TRADITIONALLY
36 TAKEN INTO CONSIDERATION IN THE DETERMINATION OF COMPENSATION,
37 HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT THROUGH
38 VOLUNTARY COLLECTIVE BARGAINING, INTEREST ARBITRATION, OR
39 OTHERWISE BETWEEN PARTIES IN PUBLIC OR PRIVATE EMPLOYMENT.

40 (7) THE ADVISORY FACT-FINDER SHALL GIVE DUE WEIGHT TO EACH
41 FACTOR LISTED IN SUBSECTION (6) OF THIS SECTION. IF THE ADVISORY
42 FACT-FINDER DETERMINES THAT A FACTOR LISTED IN SUBSECTION (6) OF

1 THIS SECTION IS NOT RELEVANT, THE ADVISORY FACT-FINDER SHALL STATE
2 IN THE FINDINGS THE SPECIFIC REASON WHY THE FACTOR IS NOT RELEVANT
3 TO THE ADVISORY FACT-FINDER'S DETERMINATION.

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

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

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

36 (10) NOTHING IN THIS PART 2 PROHIBITS OR IMPEDES A PUBLIC
37 EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE FROM CONTINUING TO
38 BARGAIN IN GOOD FAITH OR FROM USING THE SERVICES OF A MEDIATOR AT
39 ANY TIME DURING COLLECTIVE BARGAINING. IF AT ANY POINT IN THE
40 ADVISORY FACT-FINDING PROCEEDINGS THE PARTIES ARE ABLE TO
41 CONCLUDE THE DISPUTE, OR ANY PORTION THEREOF, WITH A VOLUNTARILY
42 REACHED AGREEMENT, THE PARTIES SHALL NOTIFY THE ADVISORY

1 FACT-FINDER OF THE AGREEMENT, AND THE ADVISORY FACT-FINDER SHALL
2 TERMINATE THE PROCEEDINGS OR DISCONTINUE THE CONSIDERATION OF
3 AN ISSUE RESOLVED BY THE AGREEMENT. IF AN AGREEMENT IS REACHED
4 AFTER A SPECIAL ELECTION HAS BEEN SCHEDULED AND THE ELECTION
5 CANNOT BE CANCELED OR ISSUES CANNOT BE REMOVED FROM THE
6 BALLOT, THE VOTES ON THE FINAL OFFERS OF THE PUBLIC EMPLOYER AND
7 THE EXCLUSIVE REPRESENTATIVE SHALL NOT BE COUNTED.

8 (11) DURING IMPASSE RESOLUTION PROCEEDINGS CONDUCTED
9 PURSUANT TO THIS SECTION, EXISTING COMPENSATION, HOURS, AND
10 OTHER TERMS AND CONDITIONS OF EMPLOYMENT MAY NOT BE CHANGED
11 EXCEPT BY AN AGREEMENT BETWEEN THE PUBLIC EMPLOYER AND THE
12 EXCLUSIVE REPRESENTATIVE, BUT ANY SUCH AGREEMENT MUST BE
13 WITHOUT PREJUDICE TO EITHER PARTY'S RIGHTS OR POSITION IN THE
14 ADVISORY FACT-FINDER'S HEARING. ANY CHANGES IN THE COLLECTIVE
15 BARGAINING AGREEMENT FROM THE EXPIRED AGREEMENT MUST BE
16 RETROACTIVE TO JANUARY 1 UNLESS THE PARTIES AGREE OTHERWISE.

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

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

23 **29-5-211. Strikes prohibited.** A FIREFIGHTER OR EMPLOYEE
24 ORGANIZATION SHALL NOT STRIKE. NOTHING IN THIS SECTION LIMITS OR
25 IMPAIRS THE RIGHT OF ANY FIREFIGHTER TO LAWFULLY EXPRESS OR
26 COMMUNICATE A COMPLAINT OR OPINION ON ANY MATTER RELATED TO
27 COMPENSATION, HOURS, OR TERMS AND CONDITIONS OF EMPLOYMENT.

28 **29-5-212. Existing bargaining relationships.** (1) A BARGAINING
29 UNIT IN EXISTENCE ON THE EFFECTIVE DATE OF THIS PART 2 REMAINS THE
30 BARGAINING UNIT UNLESS THE BARGAINING UNIT IS MODIFIED BY
31 VOLUNTARY AGREEMENT BETWEEN THE EXCLUSIVE REPRESENTATIVE AND
32 THE PUBLIC EMPLOYER OR AS OTHERWISE PROVIDED BY THIS PART 2.

33 (2) AN EMPLOYEE ORGANIZATION RECOGNIZED BY A PUBLIC
34 EMPLOYER AS THE EXCLUSIVE REPRESENTATIVE FOR A BARGAINING UNIT
35 AS OF THE EFFECTIVE DATE OF THIS PART 2 REMAINS THE EXCLUSIVE
36 REPRESENTATIVE FOR THE BARGAINING UNIT UNTIL THE EMPLOYEE
37 ORGANIZATION IS DECERTIFIED AS THE EXCLUSIVE REPRESENTATIVE BY
38 VOTE OF A MAJORITY OF THE FIREFIGHTERS IN THE BARGAINING UNIT IN
39 ACCORDANCE WITH A PROCESS ESTABLISHED BY THE PUBLIC EMPLOYER.

40 (3) (a) ALL EXISTING BARGAINING RELATIONSHIPS OF
41 FIREFIGHTERS, WHETHER CREATED BY CHARTER, ORDINANCE,
42 RESOLUTION, OR VOLUNTARY RECOGNITION, REMAIN IN EFFECT UNDER THE

1 TERMS, CONDITIONS, AND PROCEDURES IN EFFECT UNLESS THE PUBLIC
2 EMPLOYER AND EXCLUSIVE REPRESENTATIVE AGREE TO APPLY THE
3 COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2 OR UNTIL AN
4 ELECTION IS HELD BY PETITION OF THE EXISTING EXCLUSIVE
5 REPRESENTATIVE PURSUANT TO SECTION 29-5-206. IF THE REGISTERED
6 ELECTORS APPROVE COVERAGE OF THE COLLECTIVE BARGAINING
7 PROVISIONS OF THIS PART 2 TO THE PUBLIC EMPLOYER, THOSE PROVISIONS
8 WILL APPLY TO THE BARGAINING UNIT REGARDLESS OF ANY CHARTER,
9 ORDINANCE, RESOLUTION, OR VOLUNTARY RECOGNITION. AN ELECTION
10 MAY NOT BE HELD UNDER SECTION 29-5-206 DURING THE TERM OF A
11 COLLECTIVE BARGAINING AGREEMENT THAT IS IN EXISTENCE ON THE
12 EFFECTIVE DATE OF THIS PART 2.

13 (b) IF AN EXISTING BARGAINING UNIT EXERCISES THE OPTION IN
14 PARAGRAPH (a) OF THIS SUBSECTION (3), THE TERMS, CONDITIONS, AND
15 PROCEDURES IN THE PRIOR BARGAINING RELATIONSHIP REMAIN IN EFFECT
16 UNTIL THE ELECTION IS COMPLETED. IF THE REGISTERED ELECTORS REJECT
17 COVERAGE OF THE COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2,
18 ALL TERMS, CONDITIONS, AND PROCEDURES IN THE PRIOR PROCESS REMAIN
19 IN EFFECT.

20 (4) NOTHING IN THIS SECTION CHANGES OR ABROGATES A
21 COLLECTIVE BARGAINING AGREEMENT THAT IS IN EXISTENCE ON THE
22 EFFECTIVE DATE OF THIS PART 2.

23 **29-5-213. Right to sue.** A FIREFIGHTER OR EMPLOYEE
24 ORGANIZATION MAY ENFORCE ANY PROVISION OF THIS PART 2 BY FILING
25 SUIT IN A DISTRICT COURT IN WHICHEVER VENUE IS PROPER.

26 **29-5-214. Severability.** IF ANY PROVISION OR CLAUSE OF THIS
27 PART 2 OR THE APPLICATION TO ANY PERSON OR CIRCUMSTANCE IS HELD
28 INVALID, THE INVALIDITY DOES NOT AFFECT OTHER PROVISIONS OR
29 APPLICATIONS OF THIS PART 2 THAT CAN BE GIVEN EFFECT WITHOUT THE
30 INVALID PROVISION OR APPLICATION.

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

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