

NOTE: This bill has been prepared for the signatures of the appropriate legislative officers and the Governor. To determine whether the Governor has signed the bill or taken other action on it, please consult the legislative status sheet, the legislative history, or the Session Laws.



SENATE BILL 22-230

BY SENATOR(S) Fenberg and Moreno, Bridges, Buckner, Coleman, Danielson, Fields, Ginal, Gonzales, Hansen, Hinrichsen, Jaquez Lewis, Kolker, Lee, Pettersen, Rodriguez, Story, Winter, Zenzinger, Donovan; also REPRESENTATIVE(S) Esgar, Bacon, Benavidez, Cutter, Froelich, Garnett, Gonzales-Gutierrez, Jodeh, Kennedy, Lindsay, Lontine, Ortiz, Sullivan, Titone, Amabile, Bennett, Bird, Boesenecker, Caraveo, Duran, Exum, Gray, Herod, Hooton, Kipp, McCormick, Michaelson Jenet, Ricks, Sirota, Valdez A., Weissman, Woodrow, Young.

CONCERNING THE EXPANSION OF COUNTY EMPLOYEES' RIGHTS TO COLLECTIVE BARGAINING, AND, IN CONNECTION THEREWITH, MAKING AN APPROPRIATION.

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

SECTION 1. Legislative declaration. (1) The general assembly hereby finds and declares that:

(a) It is the purpose of this act to promote harmonious, peaceful, and cooperative relationships between counties and county employees in the state of Colorado;

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

(b) The creation of a statutory framework that recognizes the rights of county employees to join organizations of their own choosing, to be represented by those organizations, and to collectively bargain with their employer over wages, hours, and other terms and conditions of their employment will improve the delivery of public services in the state of Colorado; and

(c) Collective bargaining for county employees is a matter of statewide concern that affects public safety and general welfare.

SECTION 2. In Colorado Revised Statutes, **add** article 3.3 to title 8 as follows:

ARTICLE 3.3
Collective Bargaining by County Employees

8-3.3-101. Short title. THE SHORT TITLE OF THIS ARTICLE 3.3 IS THE "COLLECTIVE BARGAINING BY COUNTY EMPLOYEES ACT".

8-3.3-102. Definitions. AS USED IN THIS ARTICLE 3.3, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "BARGAINING UNIT" MEANS A GROUP OF COUNTY EMPLOYEES IN A UNIT DEEMED APPROPRIATE FOR THE PURPOSE OF COLLECTIVE BARGAINING IN ACCORDANCE WITH SECTION 8-3.3-110; EXCEPT THAT A BARGAINING UNIT DOES NOT INCLUDE:

(a) A CONFIDENTIAL EMPLOYEE;

(b) A MANAGERIAL EMPLOYEE;

(c) AN EXECUTIVE EMPLOYEE; OR

(d) TEMPORARY, INTERMITTENT, OR SEASONAL EMPLOYEES WHO WORK LESS THAN NINETY DAYS IN A THREE-HUNDRED-SIXTY-FIVE-DAY PERIOD.

(2) "COLLECTIVE BARGAINING" OR "COLLECTIVELY BARGAIN" MEANS THE PERFORMANCE OF THE MUTUAL OBLIGATION OF A COUNTY AND AN EXCLUSIVE REPRESENTATIVE TO:

(a) MEET AT REASONABLE TIMES AND PLACES AND NEGOTIATE IN GOOD FAITH WITH RESPECT TO WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT;

(b) RESOLVE QUESTIONS ARISING UNDER A COLLECTIVE BARGAINING AGREEMENT THROUGH A NEGOTIATED GRIEVANCE PROCEDURE CULMINATING IN FINAL AND BINDING ARBITRATION; AND

(c) EXECUTE A WRITTEN CONTRACT INCORPORATING ANY AGREEMENTS REACHED.

(3) "COLLECTIVE BARGAINING AGREEMENT" MEANS AN AGREEMENT NEGOTIATED BETWEEN AN EXCLUSIVE REPRESENTATIVE AND A COUNTY, INCLUDING AN AGREEMENT REACHED THROUGH AN IMPASSE RESOLUTION PROCESS PURSUANT TO SECTION 8-3.3-114.

(4) "COMPENSATION" MEANS:

(a) BASE WAGE OR SALARY;

(b) ANY FORM OF DIRECT MONETARY PAYMENTS;

(c) HEALTH, ACCIDENT, LIFE, AND DISABILITY INSURANCE;

(d) PENSION PROGRAMS;

(e) PAID TIME OFF;

(f) UNIFORM AND EQUIPMENT ALLOWANCES; AND

(g) EXPENSE REIMBURSEMENT.

(5) "CONFIDENTIAL EMPLOYEE" MEANS A PERSON WHO IS:

(a) REQUIRED TO DEVELOP OR PRESENT MANAGEMENT POSITIONS WITH RESPECT TO EMPLOYER-EMPLOYEE RELATIONS OR WHOSE DUTIES NORMALLY REQUIRE ACCESS TO CONFIDENTIAL INFORMATION THAT IS USED TO CONTRIBUTE SIGNIFICANTLY TO THE DEVELOPMENT OF THE MANAGEMENT POSITIONS; OR

(b) EMPLOYED AS AN ATTORNEY BY THE COUNTY AND WHOSE DUTIES ARE TO PROVIDE DIRECT LEGAL COUNSEL REGARDING THE APPLICATION, INTERPRETATION, OR ENFORCEMENT OF THIS ARTICLE 3.3.

(6) (a) "COUNTY" MEANS A COUNTY IN THIS STATE.

(b) "COUNTY" DOES NOT INCLUDE:

(I) A CITY AND COUNTY;

(II) A COUNTY WITH A POPULATION OF LESS THAN SEVEN THOUSAND FIVE HUNDRED PEOPLE PURSUANT TO THE OFFICIAL FIGURES OF THE MOST RECENT UNITED STATES DECENNIAL CENSUS;

(III) THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE WHERE THE STATE OR POLITICAL SUBDIVISION OF THE STATE ACQUIRES OR OPERATES A MASS TRANSPORTATION SYSTEM, OR ANY CARRIER BY RAILROAD, EXPRESS COMPANY, OR SLEEPING CAR COMPANY SUBJECT TO THE FEDERAL "RAILWAY LABOR ACT", 45 U.S.C. SEC. 151 ET SEQ., AS AMENDED;

(IV) A MUNICIPALITY;

(V) A SCHOOL DISTRICT, A DISTRICT CHARTER SCHOOL AUTHORIZED PURSUANT TO PART 1 OF ARTICLE 30.5 OF TITLE 22, OR AN INSTITUTE CHARTER SCHOOL AUTHORIZED PURSUANT TO PART 5 OF ARTICLE 30.5 OF TITLE 22;

(VI) ANY DISTRICT, BUSINESS IMPROVEMENT DISTRICT, SPECIAL DISTRICT CREATED PURSUANT TO TITLE 32, AUTHORITY, OR OTHER POLITICAL SUBDIVISION OF THE STATE; OR

(VII) A PUBLIC HOSPITAL ESTABLISHED BY A COUNTY PURSUANT TO PART 3 OF ARTICLE 3 OF TITLE 25.

(7) "COUNTY EMPLOYEE" MEANS A PERSON EMPLOYED BY A COUNTY, INCLUDING A PERSON WHOSE EMPLOYMENT WITH THE COUNTY HAS CEASED DUE TO AN UNFAIR LABOR PRACTICE OR A DISCHARGE, IF SUCH DISCHARGE IS SUBJECT TO APPEAL UNDER AN APPLICABLE APPEALS PROCESS.

(8) "DEADLY PHYSICAL FORCE" MEANS FORCE, THE INTENDED,

NATURAL, AND PROBABLE CONSEQUENCE OF WHICH IS TO PRODUCE DEATH, AND WHICH DOES, IN FACT, PRODUCE DEATH.

(9) "DEPARTMENT" MEANS THE DEPARTMENT OF LABOR AND EMPLOYMENT.

(10) "DIRECTOR" MEANS THE DIRECTOR OF THE DIVISION.

(11) "DIVISION" MEANS THE DIVISION OF LABOR STANDARDS AND STATISTICS IN THE DEPARTMENT.

(12) "EMPLOYEE ORGANIZATION" MEANS A NONPROFIT ORGANIZATION THAT ENGAGES WITH A COUNTY CONCERNING WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT AND THAT REPRESENTS OR SEEKS TO REPRESENT COUNTY EMPLOYEES IN A BARGAINING UNIT.

(13) "EXCLUSIVE REPRESENTATIVE" MEANS THE EMPLOYEE ORGANIZATION CERTIFIED OR RECOGNIZED AS THE REPRESENTATIVE OF EMPLOYEES IN A BARGAINING UNIT PURSUANT TO THE TERMS OF THIS ARTICLE 3.3.

(14) "EXECUTIVE EMPLOYEE" MEANS AN EMPLOYEE:

(a) WHOSE PRIMARY DUTY IS MANAGEMENT OF THE ENTITY IN WHICH THE EMPLOYEE IS EMPLOYED OR OF A CUSTOMARILY RECOGNIZED DEPARTMENT OR SUBDIVISION OF THE ENTITY;

(b) WHO CUSTOMARILY AND REGULARLY DIRECTS THE WORK OF TWO OR MORE OTHER EMPLOYEES; AND

(c) WHO HAS THE AUTHORITY TO HIRE OR FIRE OTHER EMPLOYEES OR WHOSE SUGGESTIONS AND RECOMMENDATIONS AS TO THE HIRING, FIRING, ADVANCEMENT, PROMOTION, OR ANY OTHER CHANGE OF STATUS OF OTHER EMPLOYEES ARE GIVEN PARTICULAR WEIGHT.

(15) "FACT FINDING" MEANS THE PROCESS WHEREBY THE ISSUES NOT RESOLVED IN COLLECTIVE BARGAINING NEGOTIATIONS BETWEEN THE COUNTY AND THE EXCLUSIVE REPRESENTATIVE ARE PRESENTED TO A FACT FINDER FOR RESOLUTION PURSUANT TO SECTION 8-3.3-114.

(16) "FINAL OFFER" MEANS THE WRITTEN OFFER MADE:

(a) LATEST IN TIME BY AN EXCLUSIVE REPRESENTATIVE TO A COUNTY OR BY A COUNTY TO AN EXCLUSIVE REPRESENTATIVE; AND

(b) AT LEAST SEVEN CALENDAR DAYS BEFORE THE BEGINNING OF AN IMPASSE RESOLUTION HEARING AS DESCRIBED IN SECTION 8-3.3-114.

(17) "INTEREST-BASED BARGAINING" MEANS A METHOD OF COLLECTIVE BARGAINING THAT INVOLVES MUTUAL COLLABORATION.

(18) "MANAGERIAL EMPLOYEE" MEANS ANY COUNTY EMPLOYEE WHO HAS SIGNIFICANT RESPONSIBILITIES FOR FORMULATING COUNTY POLICIES AND PROGRAMS OR ADMINISTERING AN AGENCY OR DEPARTMENT OF AN AGENCY.

(19) "NEW EMPLOYEE ORIENTATION" MEANS THE ONBOARDING PROCESS OF A NEWLY HIRED COUNTY EMPLOYEE, WHETHER IN PERSON, ONLINE, OR THROUGH OTHER MEANS OR MEDIUMS, IN WHICH COUNTY EMPLOYEES ARE ADVISED OF THEIR EMPLOYMENT STATUS, RIGHTS, BENEFITS, DUTIES, AND RESPONSIBILITIES OR ANY OTHER EMPLOYMENT-RELATED MATTERS.

(20) "PHYSICAL FORCE" MEANS THE APPLICATION OF PHYSICAL TECHNIQUES OR TACTICS, CHEMICAL AGENTS, OR WEAPONS TO ANOTHER PERSON.

(21) "SERIOUS BODILY INJURY" MEANS BODILY INJURY THAT, EITHER AT THE TIME OF THE ACTUAL INJURY OR AT A LATER TIME, INVOLVES:

(a) A SUBSTANTIAL RISK OF:

(I) DEATH;

(II) SERIOUS PERMANENT DISFIGUREMENT; OR

(III) PROTRACTED LOSS OR IMPAIRMENT OF THE FUNCTION OF ANY PART OR ORGAN OF THE BODY; OR

(b) A BREAK, FRACTURE, OR BURN OF THE SECOND OR THIRD DEGREE.

(22) "SHOWING OF INTEREST" MEANS WRITTEN OR ELECTRONIC DOCUMENTATION THAT PROVIDES EVIDENCE OF COUNTY EMPLOYEE MEMBERSHIP OR SUPPORT FOR AN EMPLOYEE ORGANIZATION FOR PURPOSES OF EXCLUSIVE REPRESENTATION. "SHOWING OF INTEREST" INCLUDES ANY ELECTRONIC SIGNATURE ACCEPTABLE UNDER THE "UNIFORM ELECTRONIC TRANSACTIONS ACT", ARTICLE 71.3 OF TITLE 24.

(23) "TERMS AND CONDITIONS OF EMPLOYMENT" MEANS MATTERS AFFECTING THE EMPLOYMENT AND WORKING CONDITIONS OF COUNTY EMPLOYEES, INCLUDING HOURS AND PLACE OF WORK.

8-3.3-103. County employees - rights - obligations. (1) COUNTY EMPLOYEES HAVE THE RIGHT TO:

(a) SELF-ORGANIZE;

(b) FORM, JOIN, OR ASSIST AN EMPLOYEE ORGANIZATION;

(c) ENGAGE IN THE COLLECTIVE BARGAINING PROCESS AND THE FORMATION OF A COLLECTIVE BARGAINING AGREEMENT THROUGH REPRESENTATIVES OF THEIR OWN CHOOSING;

(d) ENGAGE IN OTHER CONCERTED ACTIVITIES FOR THE PURPOSE OF COLLECTIVE BARGAINING OR OTHER MUTUAL AID OR PROTECTION; AND

(e) REFRAIN FROM ANY OR ALL CONCERTED ACTIVITIES WITHOUT INTERFERENCE, CONSTRAINT, OR COERCION BY A COUNTY OR AN EMPLOYEE ORGANIZATION.

(2) COUNTY EMPLOYEES HAVE THE RIGHT TO COMMUNICATE WITH ONE ANOTHER AND WITH EMPLOYEE ORGANIZATION REPRESENTATIVES CONCERNING ORGANIZATION, REPRESENTATION, WORKPLACE ISSUES, COLLECTIVE BARGAINING, AND THE BUSINESS AND PROGRAMS OF AN EMPLOYEE ORGANIZATION AT COUNTY EMPLOYEE WORK SITES AND BY MEANS OF E-MAIL SYSTEMS, TEXT MESSAGES, OR OTHER ELECTRONIC COMMUNICATIONS; TELEPHONE; PAPER DOCUMENTS; AND OTHER MEANS OF COMMUNICATION SUBJECT TO REASONABLE RESTRICTIONS. UPON CERTIFICATION OF AN EXCLUSIVE REPRESENTATIVE, THE RESTRICTIONS MUST BE DETERMINED THROUGH COLLECTIVE BARGAINING.

(3) COUNTY EMPLOYEES HAVE THE RIGHT TO HAVE THEIR EXCLUSIVE REPRESENTATIVE BE PRESENT AT:

(a) ANY FORMAL DISCUSSION BETWEEN ONE OR MORE REPRESENTATIVES OF THE COUNTY AND ONE OR MORE COUNTY EMPLOYEES IN THE BARGAINING UNIT OR THEIR REPRESENTATIVES CONCERNING A GRIEVANCE, A PERSONNEL POLICY OR PRACTICE, OR ANY OTHER GENERAL CONDITION OF EMPLOYMENT; OR

(b) ANY EXAMINATION OF A COUNTY EMPLOYEE IN THE BARGAINING UNIT BY A REPRESENTATIVE OF THE COUNTY IN CONNECTION WITH AN INVESTIGATION IF:

(I) THE COUNTY EMPLOYEE REASONABLY BELIEVES THAT THE EXAMINATION MAY RESULT IN DISCIPLINARY ACTION AGAINST THE COUNTY EMPLOYEE; AND

(II) THE COUNTY EMPLOYEE REQUESTS REPRESENTATION.

(4) THE DISCUSSIONS DESCRIBED IN SUBSECTION (3)(a) OF THIS SECTION DO NOT INCLUDE INFORMAL DISCUSSIONS OR ORDINARY COACHING CONVERSATIONS BETWEEN COUNTY EMPLOYEES AND THEIR MANAGERS OR SUPERVISORS.

(5) A COUNTY SHALL ANNUALLY INFORM ITS COUNTY EMPLOYEES IN A BARGAINING UNIT WHO ARE REPRESENTED BY AN EXCLUSIVE REPRESENTATIVE OF THEIR RIGHTS UNDER SUBSECTION (3)(b) OF THIS SECTION.

(6) COUNTY EMPLOYEES HAVE THE RIGHT TO FULLY PARTICIPATE IN THE POLITICAL PROCESS. COUNTY EMPLOYEES, DURING NONWORKING HOURS, MAY SPEAK WITH MEMBERS OF THE PUBLIC AND THE COUNTY ON ANY MATTER OF PUBLIC CONCERN, INCLUDING THE TERMS AND CONDITIONS OF THEIR EMPLOYMENT, AND MAY ENGAGE IN OTHER POLITICAL ACTIVITIES IN THE SAME MANNER AS OTHER RESIDENTS OF COLORADO, WITHOUT DISCRIMINATION, INTIMIDATION, OR RETALIATION.

8-3.3-104. Exclusive representatives - rights. (1) A COUNTY SHALL GIVE THE EXCLUSIVE REPRESENTATIVE REASONABLE ACCESS TO COUNTY EMPLOYEES AT WORK, THROUGH ELECTRONIC COMMUNICATION

AND OTHER MEANS. REASONABLE ACCESS MUST BE DETERMINED THROUGH COLLECTIVE BARGAINING.

(2) AT THE END OF EACH CALENDAR QUARTER, A COUNTY SHALL PROVIDE TO THE EXCLUSIVE REPRESENTATIVE THE FOLLOWING INFORMATION FOR EACH COUNTY EMPLOYEE IN THE BARGAINING UNIT:

(a) THE NAME, EMPLOYEE IDENTIFICATION NUMBER, DEPARTMENT, JOB CLASSIFICATION, JOB TITLE, WORK TELEPHONE NUMBER, WORK E-MAIL ADDRESS, WORK ADDRESS, WORK LOCATION, SALARY, AND DATE OF HIRE OF EACH COUNTY EMPLOYEE AS CONTAINED IN THE COUNTY'S RECORDS; AND

(b) THE HOME ADDRESS, HOME AND PERSONAL CELLULAR TELEPHONE NUMBERS, AND PERSONAL E-MAIL ADDRESS OF EACH COUNTY EMPLOYEE, UNLESS DIRECTED BY THE COUNTY EMPLOYEE NOT TO PROVIDE SOME OR ALL OF THE INFORMATION.

(3) (a) (I) WITHIN THIRTY DAYS AFTER A COUNTY EMPLOYEE IS HIRED, THE COUNTY SHALL PROVIDE THE EXCLUSIVE REPRESENTATIVE WITH AN OPPORTUNITY TO MEET WITH THAT COUNTY EMPLOYEE DURING WORK TIME AS DETERMINED PURSUANT TO SUBSECTION (3)(a)(III) OF THIS SECTION.

(II) THE COUNTY SHALL PROVIDE THE EXCLUSIVE REPRESENTATIVE NOTICE AT LEAST TEN DAYS IN ADVANCE OF A NEW EMPLOYEE ORIENTATION; EXCEPT THAT A SHORTER NOTICE MAY BE PROVIDED WHEN THERE IS AN URGENT NEED, CRITICAL TO THE COUNTY'S OPERATIONS, THAT WAS NOT REASONABLY FORESEEABLE.

(III) THE COUNTY AND THE EXCLUSIVE REPRESENTATIVE SHALL DETERMINE THE STRUCTURE, TIME, AND MANNER OF THE EMPLOYEE ORGANIZATION'S ACCESS TO COUNTY EMPLOYEES THROUGH COLLECTIVE BARGAINING. THE COLLECTIVE BARGAINING AGREEMENT MUST PROVIDE THE EXCLUSIVE REPRESENTATIVE ACCESS TO THE COUNTY'S EMPLOYEE ORIENTATION AND ORIENTATION MATERIALS AND INFORMATION.

(b) THE COUNTY SHALL PAY ITS COUNTY EMPLOYEES FOR THE TIME EMPLOYEES MEET WITH THE EXCLUSIVE REPRESENTATIVE PURSUANT TO THIS SUBSECTION (3). THE COUNTY SHALL PAY EACH COUNTY EMPLOYEE THE SAME RATE OF PAY THAT THE EMPLOYEE IS PAID DURING NORMAL WORK HOURS.

(4) THE COUNTY SHALL MAKE PAYROLL DEDUCTIONS FOR MEMBERSHIP DUES AND OTHER PAYMENTS THAT COUNTY EMPLOYEES VOLUNTARILY AUTHORIZE TO BE MADE TO THE EXCLUSIVE REPRESENTATIVE AND RELATED ENTITIES. THE EXCLUSIVE REPRESENTATIVE AND RELATED ENTITIES SHALL BE THE ONLY ORGANIZATIONS FOR WHICH THE COUNTY SHALL MAKE PAYROLL DEDUCTIONS FROM COUNTY EMPLOYEES WHO ARE IN A BARGAINING UNIT REPRESENTED BY THE EXCLUSIVE REPRESENTATIVE.

(5) (a) THE COUNTY SHALL HONOR THE TERMS OF COUNTY EMPLOYEES' AUTHORIZATIONS FOR PAYROLL DEDUCTIONS MADE IN ANY FORM THAT SATISFIES THE REQUIREMENTS OF THE "UNIFORM ELECTRONIC TRANSACTIONS ACT", ARTICLE 71.3 OF TITLE 24, INCLUDING WITHOUT LIMITATION ELECTRONIC AUTHORIZATIONS, INCLUDING VOICE AUTHORIZATIONS, THAT MEET THE REQUIREMENTS OF AN ELECTRONIC SIGNATURE AS DEFINED IN SECTION 24-71.3-102 (8).

(b) AT THE ELECTION OF THE EXCLUSIVE REPRESENTATIVE, A COUNTY EMPLOYEE'S REQUEST TO CANCEL OR CHANGE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS MUST BE DIRECTED TO THE EXCLUSIVE REPRESENTATIVE RATHER THAN TO THE COUNTY. IN SUCH CASE, THE EXCLUSIVE REPRESENTATIVE IS RESPONSIBLE FOR PROCESSING THE REQUEST IN ACCORDANCE WITH THE TERMS OF THE AUTHORIZATION. AN AUTHORIZATION FOR A PAYROLL DEDUCTION MAY NOT BE IRREVOCABLE FOR A PERIOD OF MORE THAN ONE YEAR.

(c) AN EXCLUSIVE REPRESENTATIVE THAT CERTIFIES THAT IT HAS AND WILL MAINTAIN INDIVIDUAL COUNTY EMPLOYEE AUTHORIZATIONS IS NOT REQUIRED TO PROVIDE A COPY OF AN INDIVIDUAL AUTHORIZATION TO THE COUNTY UNLESS A DISPUTE ARISES ABOUT THE EXISTENCE OR TERMS OF THAT AUTHORIZATION. THE EXCLUSIVE REPRESENTATIVE SHALL INDEMNIFY THE COUNTY FOR ANY CLAIMS MADE BY THE COUNTY EMPLOYEE FOR DEDUCTIONS MADE IN RELIANCE ON INFORMATION MAINTAINED BY THE EXCLUSIVE REPRESENTATIVE.

8-3.3-105. Counties - rights. (1) UNLESS OTHERWISE AGREED TO BY A COUNTY IN A COLLECTIVE BARGAINING AGREEMENT, THIS ARTICLE 3.3 DOES NOT IMPAIR THE RIGHT AND RESPONSIBILITY OF EACH COUNTY TO:

(a) DETERMINE AND CARRY OUT ANY MISSION, INITIATIVE, TASK FORCE, AGENDA, POLICY, OR PROGRAM OF ANY DEPARTMENT, DIVISION,

OFFICE, OR OTHER SUBDIVISION OF THE COUNTY;

(b) ESTABLISH AND OVERSEE A BUDGET, FINANCES, AND ACCOUNTING;

(c) DETERMINE THE UTILIZATION OF TECHNOLOGY;

(d) NEGOTIATE, PROCURE, AND ADMINISTER CONTRACTS THAT THE COUNTY HAS LAWFUL AUTHORITY TO ENTER;

(e) MAKE, AMEND, ENFORCE, OR REVOKE REASONABLE PERSONAL CONDUCT RULES SUBJECT TO ITS OBLIGATION TO COLLECTIVELY BARGAIN WITH AN EXCLUSIVE REPRESENTATIVE; OR

(f) TAKE ACTIONS AS MAY BE NECESSARY TO CARRY OUT ANY GOVERNMENT FUNCTION DURING AN EMERGENCY DECLARED BY A COMPETENT AUTHORITY.

(2) NOTHING IN THIS ARTICLE 3.3 OR IN A COLLECTIVE BARGAINING AGREEMENT MAY RESTRICT, DUPLICATE, OR USURP ANY RESPONSIBILITY OR AUTHORITY GRANTED TO THE COUNTY COMMISSIONERS OF ANY COUNTY BY THE STATE CONSTITUTION, A HOME RULE COUNTY CHARTER, OR ANY OTHER STATE LAW.

(3) NOTHING IN THIS ARTICLE 3.3 PREVENTS A COUNTY FROM CONVENING OR ENGAGING IN DISCUSSIONS WITH ANY COUNTY EMPLOYEE OR GROUP OF COUNTY EMPLOYEES TO ACCOMPLISH THE RIGHTS AND RESPONSIBILITIES DESCRIBED IN SUBSECTION (1) OF THIS SECTION.

8-3.3-106. Director powers and duties - administration - rules - enforcement - hearing officers. (1) THE DIRECTOR SHALL ENFORCE, INTERPRET, APPLY, AND ADMINISTER THE PROVISIONS OF THIS ARTICLE 3.3 THROUGH RULE-MAKING, HEARINGS, AND APPEALS, INCLUDING THE ESTABLISHMENT OF PROCEDURES FOR:

(a) DESIGNATING APPROPRIATE BARGAINING UNITS UNDER SECTION 8-3.3-110;

(b) SELECTING, CERTIFYING, AND DECERTIFYING EXCLUSIVE REPRESENTATIVES AS PROVIDED IN THIS ARTICLE 3.3; AND

(c) FILING, HEARING, AND DETERMINING COMPLAINTS OF UNFAIR LABOR PRACTICES PURSUANT TO SECTION 8-3.3-115.

(2) FOR THE PURPOSES OF ADJUDICATING DISPUTES AND ENFORCING THE PROVISIONS OF THIS ARTICLE 3.3 AND RULES ADOPTED PURSUANT TO THIS ARTICLE 3.3, THE DIRECTOR MAY CONDUCT HEARINGS AND ADMINISTER OATHS, EXAMINE WITNESSES AND DOCUMENTS, TAKE TESTIMONY AND RECEIVE EVIDENCE, AND ISSUE SUBPOENAS TO COMPEL THE ATTENDANCE OF WITNESSES AND THE PRODUCTION OF RECORDS.

(3) (a) THE DIRECTOR MAY DELEGATE THE POWERS SPECIFIED IN SUBSECTION (2) OF THIS SECTION TO HEARING OFFICERS. A HEARING OFFICER SHALL MAKE A DECISION ON EACH RELEVANT ISSUE RAISED, INCLUDING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND AN ORDER.

(b) THE DECISION AND ORDER OF A HEARING OFFICER CONSTITUTES A FINAL AGENCY ACTION PURSUANT TO SECTION 24-4-106. THE DIRECTOR SHALL PROMPTLY PROVIDE ALL PARTIES WITH A COPY OF THE HEARING OFFICER'S DECISION BY UNITED STATES MAIL OR BY ELECTRONIC MAIL. A PARTY MAY SEEK JUDICIAL REVIEW OF THE DECISION PURSUANT TO SECTION 24-4-106.

(4) THE DIRECTOR AND A HEARING OFFICER HAVE THE POWER TO ENFORCE PROVISIONS OF THIS ARTICLE 3.3 THROUGH THE IMPOSITION OF:

(a) APPROPRIATE ADMINISTRATIVE REMEDIES;

(b) ACTUAL DAMAGES RELATED TO EMPLOYEE ORGANIZATION DUES;

(c) BACK PAY, INCLUDING BENEFITS;

(d) REINSTATEMENT OF THE COUNTY EMPLOYEE WITH THE SAME SENIORITY STATUS THAT THE EMPLOYEE WOULD HAVE HAD BUT FOR THE VIOLATION;

(e) OTHER REMEDIES TO ADDRESS ANY LOSS SUFFERED BY A COUNTY EMPLOYEE OR GROUP OF COUNTY EMPLOYEES FROM UNLAWFUL CONDUCT BY A COUNTY; AND

(f) DECLARATORY OR INJUNCTIVE RELIEF OR PROVISIONAL REMEDIES,

INCLUDING TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS.

(5) THE DIRECTOR SHALL MAINTAIN ON THE DIVISION'S WEBSITE:

(a) CURRENT VERSIONS OF THIS ARTICLE 3.3 AND THE RULES ADOPTED PURSUANT TO THIS ARTICLE 3.3;

(b) ALL HEARING OFFICER DECISIONS AND ORDERS;

(c) ALL FINAL JUDGMENTS AND WRITTEN DECISIONS OF FACT FINDERS PURSUANT TO SECTION 8-3.3-114; AND

(d) ALL ADMINISTRATIVE DETERMINATIONS OF CERTIFICATION AND DECERTIFICATION OF EXCLUSIVE REPRESENTATIVES.

(6) THE DIRECTOR MAY ADOPT RULES AS NECESSARY TO IMPLEMENT AND ADMINISTER THIS ARTICLE 3.3, INCLUDING RULES:

(a) TO ESTABLISH PROCEDURES AS SPECIFIED IN SUBSECTION (1) OF THIS SECTION;

(b) GOVERNING HEARINGS CONDUCTED PURSUANT TO THIS ARTICLE 3.3;

(c) REGARDING OBJECTIONS TO THE CONDUCT OF AN ELECTION PURSUANT TO SECTION 8-3.3-109; AND

(d) REGARDING FACT FINDING PURSUANT TO SECTION 8-3.3-114.

(7) THE DIVISION SHALL PARTNER WITH THE FEDERAL MEDIATION AND CONCILIATION SERVICE TO OFFER TRAINING IN INTEREST-BASED BARGAINING UPON THE MUTUAL REQUEST OF AN EMPLOYEE ORGANIZATION AND A COUNTY.

8-3.3-107. Judicial enforcement. THE DIRECTOR OR ANY PARTY OF INTEREST MAY REQUEST THE APPROPRIATE DISTRICT COURT TO ENFORCE ORDERS ISSUED PURSUANT TO THIS ARTICLE 3.3, INCLUDING THOSE FOR APPROPRIATE TEMPORARY RELIEF AND RESTRAINING ORDERS. THE COURT SHALL CONSIDER THE REQUEST FOR ENFORCEMENT BASED ON THE RECORD

MADE BEFORE THE DIRECTOR OR HEARING OFFICER. THE COURT SHALL UPHOLD THE ACTION OF THE DIRECTOR OR HEARING OFFICER AND TAKE APPROPRIATE ACTION TO ENFORCE THE ACTION, UNLESS THE COURT CONCLUDES THAT THE ORDER IS UNLAWFUL PURSUANT TO SECTION 24-4-106 (7)(b).

8-3.3-108. Certification of the employee organization as the exclusive representative - rules. (1) (a) ON AND AFTER JULY 1, 2023, THE DIRECTOR SHALL CERTIFY AND A COUNTY SHALL RECOGNIZE AN EMPLOYEE ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT UPON A SECRET BALLOT ELECTION IN WHICH THE EMPLOYEE ORGANIZATION RECEIVES MORE THAN FIFTY PERCENT OF THE VALID BALLOTS CAST. AN ELECTION SHALL TAKE PLACE WHEN, IN ACCORDANCE WITH RULES PROMULGATED BY THE DIRECTOR, A PETITION IS FILED BY AN EMPLOYEE ORGANIZATION CONTAINING A SHOWING OF INTEREST OF AT LEAST THIRTY PERCENT OF THE COUNTY EMPLOYEES IN A BARGAINING UNIT.

(b) THE SUFFICIENCY OF THE SHOWING OF INTEREST IN A REPRESENTATION ELECTION FOR EXCLUSIVE REPRESENTATION IS AN ADMINISTRATIVE DETERMINATION MADE BY THE DIRECTOR OR THE DIRECTOR'S DESIGNEE AND IS NOT SUBJECT TO CHALLENGE BY ANY PERSON. THE DIRECTOR SHALL NOT DISCLOSE THE IDENTITY OF ANY COUNTY EMPLOYEE WHO HAS PARTICIPATED IN THE SHOWING OF INTEREST TO ANY PERSON.

(2) (a) THE DIRECTOR SHALL DEEM AN EMPLOYEE ORGANIZATION CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE IF, ON OR BEFORE JANUARY 1, 2022, A COUNTY RECOGNIZED THE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT. THE EMPLOYEE ORGANIZATION MUST BE CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE FOR THE BARGAINING UNIT UNTIL OR UNLESS THE EMPLOYEE ORGANIZATION IS DECERTIFIED AS THE EXCLUSIVE REPRESENTATIVE IN ACCORDANCE WITH THIS ARTICLE 3.3.

(b) THE DIRECTOR SHALL DEEM AN EMPLOYEE ORGANIZATION CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE IF A COUNTY, AFTER JANUARY 1, 2022, AND BEFORE JULY 1, 2023, RECOGNIZED THE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE AND THE RECOGNITION WAS BASED ON A DEMONSTRATION OF MAJORITY SUPPORT BY THE EMPLOYEE ORGANIZATION OR THE EMPLOYEE ORGANIZATION WAS SELECTED IN A

SECRET BALLOT ELECTION BY A MAJORITY OF BARGAINING UNIT COUNTY EMPLOYEES VOTING IN THE ELECTION. THE EMPLOYEE ORGANIZATION MUST BE CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE OF THE BARGAINING UNIT UNTIL OR UNLESS THE EMPLOYEE ORGANIZATION IS DECERTIFIED AS THE EXCLUSIVE REPRESENTATIVE IN ACCORDANCE WITH THIS ARTICLE 3.3.

(c) NO COUNTY EMPLOYEE POSITIONS IN A DEEMED CERTIFIED BARGAINING UNIT MAY BE EXCLUDED FROM THE BARGAINING UNIT, EXCEPT BY AGREEMENT OF THE EXCLUSIVE REPRESENTATIVE AND THE COUNTY.

8-3.3-109. Process for employee organization certification - intervening employee organizations - secret ballot elections - rules.

(1) UPON THE FILING OF A PETITION BY AN EMPLOYEE ORGANIZATION SEEKING EXCLUSIVE RECOGNITION, THE DIRECTOR SHALL REQUIRE THE COUNTY TO DISTRIBUTE NOTICE TO ALL COUNTY EMPLOYEES IN THE APPLICABLE BARGAINING UNIT THAT MUST IDENTIFY THE PETITIONER, THE BARGAINING UNIT SOUGHT BY THE PETITIONER, THE ELECTION PROCESS, AND AN ADVISEMENT OF COUNTY EMPLOYEE RIGHTS UNDER SECTION 8-3.3-103 (1), (2), AND (3).

(2) WITHIN TEN DAYS AFTER THE DATE THE NOTICE REQUIRED IN SUBSECTION (1) OF THIS SECTION IS FIRST DISTRIBUTED, OTHER EMPLOYEE ORGANIZATIONS MAY SEEK TO INTERVENE IN THE CERTIFICATION PROCESS. AN INTERVENER ORGANIZATION SHALL FILE A PETITION WITH THE DIRECTOR CONTAINING THE SIGNATURES OF NOT LESS THAN THIRTY PERCENT OF THE COUNTY EMPLOYEES IN THE BARGAINING UNIT CLAIMED TO BE APPROPRIATE BY THE INTERVENER.

(3) IF THERE IS A DISPUTE REGARDING THE POSITIONS TO BE INCLUDED IN THE APPROPRIATE BARGAINING UNIT, THE DIRECTOR SHALL PROMPTLY ORDER A HEARING CONDUCTED IN ACCORDANCE WITH THE RULES ADOPTED PURSUANT TO THIS ARTICLE 3.3. UPON DETERMINATION OF THE COMPOSITION OF THE APPROPRIATE BARGAINING UNIT, WHETHER BY CONSENT OF THE PARTIES OR UPON A DECISION BY THE DIRECTOR OR THE DIRECTOR'S DESIGNEE, THE DIRECTOR SHALL DETERMINE THE SUFFICIENCY OF THE SHOWING OF INTEREST OF EACH PETITIONER. IF A PETITIONER LACKS A SUFFICIENT SHOWING OF INTEREST, THE DIRECTOR SHALL PROVIDE THAT PETITIONER WITH A TEN-DAY OPPORTUNITY TO DEMONSTRATE A SUFFICIENT SHOWING OF INTEREST IN THE BARGAINING UNIT THAT WAS DEEMED APPROPRIATE.

(4) WITHIN TEN DAYS AFTER THE DIRECTOR'S DETERMINATION THAT A SUFFICIENT SHOWING OF INTEREST HAS BEEN PROVIDED PURSUANT TO SUBSECTION (3) OF THIS SECTION, THE DIRECTOR SHALL:

(a) ORDER THE COUNTY TO PROVIDE TO THE PETITIONING EMPLOYEE ORGANIZATION OR ORGANIZATIONS THE NAMES, JOB TITLES, WORK LOCATIONS, HOME ADDRESSES, PERSONAL E-MAIL ADDRESSES, AND HOME OR CELLULAR TELEPHONE NUMBERS OF ANY COUNTY EMPLOYEE IN THE APPROPRIATE BARGAINING UNIT UNLESS DIRECTED BY THE COUNTY EMPLOYEE NOT TO PROVIDE SOME OR ALL OF THE INFORMATION;

(b) ESTABLISH BY CONSENT OR ORDER THE PROCEDURES FOR A SECRET BALLOT ELECTION; AND

(c) ORDER THE COUNTY TO DISTRIBUTE A NOTICE PREPARED BY THE DIRECTOR THAT DESCRIBES THE PROCEDURES OF THE SECRET BALLOT ELECTION TO ALL COUNTY EMPLOYEES IN THE APPROPRIATE BARGAINING UNIT.

(5) THE BALLOT FOR THE SECRET BALLOT ELECTION MUST CONTAIN:

(a) THE NAME OF ANY EMPLOYEE ORGANIZATION SUBMITTING A PETITION CONTAINING A SHOWING OF INTEREST OF AT LEAST THIRTY PERCENT OF THE COUNTY EMPLOYEES IN THE APPROPRIATE BARGAINING UNIT; AND

(b) A CHOICE OF "NO REPRESENTATION" FOR COUNTY EMPLOYEES TO INDICATE THEY DO NOT DESIRE TO BE REPRESENTED BY AN EMPLOYEE ORGANIZATION.

(6) (a) IF AN EMPLOYEE ORGANIZATION RECEIVES A MAJORITY OF BALLOTS CAST IN A SECRET BALLOT ELECTION, THE DIRECTOR SHALL CERTIFY THE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF ALL COUNTY EMPLOYEES IN THE APPROPRIATE BARGAINING UNIT SUBJECT TO ANY VALID OBJECTIONS TO THE CONDUCT OF THE ELECTION FILED IN ACCORDANCE WITH THIS ARTICLE 3.3 AND THE RULES OF THE DIRECTOR.

(b) WITHIN TWENTY-EIGHT DAYS AFTER A SECRET BALLOT ELECTION IN WHICH NO EMPLOYEE ORGANIZATION RECEIVES A MAJORITY OF THE BALLOTS CAST, THE DIRECTOR SHALL CONDUCT A RUNOFF ELECTION

BETWEEN THE TWO EMPLOYEE ORGANIZATIONS RECEIVING THE LARGEST NUMBER OF BALLOTS CAST. THE DIRECTOR SHALL CERTIFY THE RESULTS OF THE ELECTION, AND, IF AN EMPLOYEE ORGANIZATION RECEIVES A MAJORITY OF THE BALLOTS CAST, THE DIRECTOR SHALL CERTIFY THE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF ALL COUNTY EMPLOYEES IN THE APPROPRIATE BARGAINING UNIT, SUBJECT TO ANY VALID OBJECTIONS TO THE CONDUCT OF THE ELECTION FILED IN ACCORDANCE WITH THIS ARTICLE 3.3 AND THE RULES OF THE DIRECTOR.

(7) WITHIN SEVEN DAYS AFTER CERTIFICATION OF THE RESULTS OF A SECRET BALLOT ELECTION, ANY PARTY MAY FILE OBJECTIONS TO THE CONDUCT OF THE ELECTION OR TO CONDUCT AFFECTING THE RESULTS OF THE ELECTION IN ACCORDANCE WITH RULES PROMULGATED BY THE DIRECTOR. THE OBJECTIONS MUST CONTAIN A SHORT STATEMENT OF THE REASONS FOR THE OBJECTIONS AND BE ACCOMPANIED BY A WRITTEN OFFER OF PROOF IDENTIFYING EACH WITNESS THE PARTY WOULD CALL TO TESTIFY CONCERNING THE ISSUE AND A SUMMARY OF THE WITNESS'S TESTIMONY. UPON A SHOWING OF GOOD CAUSE, THE DIRECTOR MAY EXTEND THE TIME FOR FILING THE OFFER OF PROOF. THE PARTY FILING THE OBJECTIONS SHALL SERVE A COPY OF THE OBJECTIONS, BUT NOT THE WRITTEN OFFER OF PROOF, ON EACH OF THE OTHER PARTIES TO THE CASE. IF THE DIRECTOR OR A DESIGNATED HEARING OFFICER FINDS THAT MISCONDUCT AFFECTED THE OUTCOME OF THE ELECTION, THE DIRECTOR SHALL INVALIDATE THE ELECTION AND ORDER A SUBSEQUENT ELECTION FOR THE COUNTY EMPLOYEES IN THE APPROPRIATE BARGAINING UNIT WITHIN TWENTY-EIGHT DAYS AFTER THE FINDING.

8-3.3-110. Determination of appropriate bargaining unit.

(1) THE DIRECTOR SHALL, UPON RECEIPT OF A PETITION FOR A REPRESENTATION ELECTION, DESIGNATE THE APPROPRIATE BARGAINING UNIT FOR COLLECTIVE BARGAINING IN ACCORDANCE WITH THIS SECTION. THE DESIGNATION MUST BE DETERMINED BY:

(a) CONSENT OF THE PARTIES; OR

(b) IF THERE IS NOT AGREEMENT BETWEEN THE PARTIES, AN ADMINISTRATIVE DETERMINATION OF THE DIRECTOR.

(2) IN DETERMINING THE APPROPRIATENESS OF A BARGAINING UNIT, THE DIRECTOR SHALL CONSIDER:

- (a) THE DESIRES OF THE PUBLIC EMPLOYEES;
- (b) THE SIMILARITY OF DUTIES, SKILLS, AND WORKING CONDITIONS OF THE PUBLIC EMPLOYEES INVOLVED;
- (c) THE WAGES, HOURS, AND OTHER WORKING CONDITIONS OF THE PUBLIC EMPLOYEES;
- (d) THE ADMINISTRATIVE STRUCTURE AND SIZE OF THE PUBLIC EMPLOYER;
- (e) THE HISTORY OF COLLECTIVE BARGAINING WITH THAT PUBLIC EMPLOYER, IF ANY, AND WITH SIMILAR PUBLIC EMPLOYERS; AND
- (f) OTHER FACTORS THAT ARE NORMALLY OR TRADITIONALLY TAKEN INTO CONSIDERATION IN DETERMINING THE APPROPRIATENESS OF BARGAINING UNITS IN THE PUBLIC SECTOR.

8-3.3-111. Decertification of exclusive representative - rules.

(1) A COUNTY EMPLOYEE IN A BARGAINING UNIT OR AN EMPLOYEE ORGANIZATION MAY INITIATE DECERTIFICATION OF THE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE UPON SUBMISSION TO THE DIRECTOR OF A SHOWING OF INTEREST DEMONSTRATING THAT THIRTY PERCENT OF THE COUNTY EMPLOYEES IN THE APPROPRIATE BARGAINING UNIT REQUEST DECERTIFICATION OF THE EXISTING EXCLUSIVE REPRESENTATIVE OR A SHOWING OF INTEREST DEMONSTRATING THAT THIRTY PERCENT OF THE COUNTY EMPLOYEES IN THE BARGAINING UNIT AUTHORIZE AN EMPLOYEE ORGANIZATION OTHER THAN THE EXCLUSIVE REPRESENTATIVE TO REPRESENT THEM FOR PURPOSES OF COLLECTIVE BARGAINING. DECERTIFICATION ELECTIONS MUST BE HELD IN A MANNER SIMILAR TO CERTIFICATION ELECTIONS, AS SPECIFIED IN RULES PROMULGATED BY THE DIRECTOR, SO LONG AS AN INCUMBENT EXCLUSIVE REPRESENTATIVE EMPLOYEE ORGANIZATION IS NOT REQUIRED TO FILE A SHOWING OF INTEREST TO BE PLACED ON THE BALLOT.

(2) IF THERE IS A COLLECTIVE BARGAINING AGREEMENT IN EFFECT, A PETITION FOR A DECERTIFICATION ELECTION MAY BE MADE TO THE DIRECTOR NO EARLIER THAN NINETY DAYS AND NO LATER THAN SIXTY DAYS PRIOR TO THE EXPIRATION OF THE COLLECTIVE BARGAINING AGREEMENT; EXCEPT THAT A REQUEST FOR AN ELECTION MAY BE FILED AT ANY TIME

AFTER THE EXPIRATION OF THE THIRD YEAR OF A COLLECTIVE BARGAINING AGREEMENT THAT HAS A TERM OF MORE THAN THREE YEARS.

(3) IF AN EXCLUSIVE REPRESENTATIVE HAS BEEN CERTIFIED BUT NO COLLECTIVE BARGAINING AGREEMENT IS IN EFFECT, THE DIRECTOR SHALL NOT ACT ON A REQUEST FOR A DECERTIFICATION ELECTION EARLIER THAN TWELVE MONTHS AFTER THE CERTIFICATION OF AN EMPLOYEE ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE.

8-3.3-112. Obligation to negotiate in good faith. (1) THE COUNTY AND THE EXCLUSIVE REPRESENTATIVE OR ITS REPRESENTATIVE HAVE THE AUTHORITY AND THE OBLIGATION TO COLLECTIVELY BARGAIN IN GOOD FAITH. THE OBLIGATION TO COLLECTIVELY BARGAIN IN GOOD FAITH DOES NOT COMPEL EITHER PARTY TO AGREE TO A PROPOSAL OR MAKE A CONCESSION.

(2) THE OBLIGATION TO COLLECTIVELY BARGAIN IN GOOD FAITH:

(a) REQUIRES A COUNTY, UPON REQUEST OF THE EXCLUSIVE REPRESENTATIVE, TO PROVIDE INFORMATION THAT MAY BE RELEVANT TO THE TERMS AND CONDITIONS OF EMPLOYMENT OR THE INTERPRETATION OF THE COLLECTIVE BARGAINING AGREEMENT;

(b) INCLUDES A COUNTY'S DUTY TO FURNISH DATA TO THE EXCLUSIVE REPRESENTATIVE THAT:

(I) IS NORMALLY MAINTAINED BY THE COUNTY IN THE REGULAR COURSE OF BUSINESS; AND

(II) IS REASONABLY AVAILABLE AND NECESSARY FOR FULL AND PROPER DISCUSSION, UNDERSTANDING, AND NEGOTIATION OF SUBJECTS WITHIN THE SCOPE OF COLLECTIVE BARGAINING OR SUBJECT TO A GRIEVANCE UNDER A COLLECTIVE BARGAINING AGREEMENT; AND

(c) DOES NOT INCLUDE AN OBLIGATION TO FURNISH INFORMATION THAT CONSTITUTES GUIDANCE, ADVICE, COUNSEL, OR TRAINING PROVIDED FOR MANAGERIAL EMPLOYEES OR EXECUTIVE EMPLOYEES RELATING TO COLLECTIVE BARGAINING.

(3) COLLECTIVE BARGAINING BETWEEN A SINGLE COUNTY AND AN

EMPLOYEE ORGANIZATION SERVING AS THE EXCLUSIVE REPRESENTATIVE OF MORE THAN ONE BARGAINING UNIT OF COUNTY EMPLOYEES MUST BE CONSOLIDATED UPON THE REQUEST OF THE COUNTY.

(4) AN EXCLUSIVE REPRESENTATIVE AND A COUNTY SHALL MAKE A GOOD FAITH EFFORT TO COMPLETE NEGOTIATIONS SO THAT THE TERMS OF A COLLECTIVE BARGAINING AGREEMENT MAY BE EFFECTIVELY CONSIDERED BY THE BOARD OF COUNTY COMMISSIONERS DURING THE ADOPTION OF THE COUNTY BUDGET. THE BOARD OF COUNTY COMMISSIONERS IS NOT OBLIGATED TO MAKE AN APPROPRIATION OF FUNDS NECESSARY TO FUND THE TERMS OF A COLLECTIVE BARGAINING AGREEMENT REACHED AFTER OCTOBER 15 OF THE YEAR PRIOR TO THE BUDGET YEAR IF THE EXCLUSIVE REPRESENTATIVE HAS NOT BEEN CERTIFIED PRIOR TO JUNE 1 OF THE CURRENT YEAR UNLESS OTHERWISE AGREED UPON BY BOTH PARTIES.

8-3.3-113. Collective bargaining agreement - arbitration. (1) AN AGREEMENT NEGOTIATED BETWEEN AN EXCLUSIVE REPRESENTATIVE AND A COUNTY, WITH THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY, CONSTITUTES THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES.

(2) A COLLECTIVE BARGAINING AGREEMENT ENTERED INTO UNDER THIS ARTICLE 3.3 MUST BE FOR A TERM OF AT LEAST TWELVE MONTHS AND NOT MORE THAN SIXTY MONTHS. A COLLECTIVE BARGAINING AGREEMENT REMAINS IN EFFECT UNTIL REPLACED BY A SUBSEQUENT COLLECTIVE BARGAINING AGREEMENT.

(3) IF THERE IS AN EXISTING LAW, POLICY, ORDINANCE, OR CHARTER PROVISION THAT APPLIES TO A COUNTY THAT PROVIDES PROCEDURES FOR THE APPEAL OF COUNTY EMPLOYEE DISCIPLINE, INCLUDING TERMINATIONS, A COUNTY EMPLOYEE MAY ELECT TO APPEAL A DISCIPLINARY ACTION EITHER UNDER THE APPLICABLE APPEALS PROCEDURE ESTABLISHED BY THAT LAW, POLICY, ORDINANCE, OR CHARTER PROVISION OR UNDER A GRIEVANCE PROCEDURE ESTABLISHED IN A COLLECTIVE BARGAINING AGREEMENT APPLICABLE TO THE COUNTY, BUT NOT BOTH. A COUNTY EMPLOYEE'S ELECTION OF A REMEDY IS IRREVOCABLE AND IS MADE AT THE TIME THE COUNTY EMPLOYEE TIMELY FILES A WRITTEN DISCIPLINARY APPEAL UNDER THE NEGOTIATED GRIEVANCE PROCEDURE OR THE PROCEDURE ESTABLISHED BY LAW, POLICY, ORDINANCE, OR CHARTER PROVISION, WHICHEVER OCCURS FIRST.

(4)(a) A COLLECTIVE BARGAINING AGREEMENT SHALL PROVIDE FOR A GRIEVANCE PROCEDURE CULMINATING IN FINAL AND BINDING ARBITRATION, SUBJECT TO JUDICIAL REVIEW IN ACCORDANCE WITH THIS ARTICLE 3.3, TO RESOLVE DISPUTES OVER THE INTERPRETATION, APPLICATION, AND ENFORCEMENT OF ANY PROVISION OF THE COLLECTIVE BARGAINING AGREEMENT.

(b) AN EXCLUSIVE REPRESENTATIVE OR THE COUNTY MAY SEEK JUDICIAL REVIEW OR CONFIRMATION OF AN ARBITRATOR'S DECISION AS THE FINAL STEP IN A COLLECTIVE BARGAINING AGREEMENT GRIEVANCE PROCEDURE IN A COURT OF COMPETENT JURISDICTION. THE DECISION OF AN ARBITRATOR MUST BE ENFORCED, AND THE PARTIES SHALL COMPLY WITH THE DECISION AND AWARD, UNLESS A COURT CONCLUDES THAT:

(I) THE DECISION AND AWARD WAS PROCURED BY CORRUPTION, FRAUD, OR OTHER UNDUE MEANS;

(II) THE ARBITRATOR EXCEEDED THE ARBITRATOR'S AUTHORITY;

(III) THE ARBITRATOR'S DECISION AND AWARD VIOLATED PUBLIC POLICY;

(IV) THE ARBITRATOR ENGAGED IN MANIFEST DISREGARD OF THE LAW; OR

(V) THE ARBITRATOR DENIED THE PARTIES A FUNDAMENTALLY FAIR HEARING.

(5) A COLLECTIVE BARGAINING AGREEMENT SHALL NOT:

(a) DELAY THE PROMPT INTERVIEWING OF COUNTY EMPLOYEES UNDER INVESTIGATION; EXCEPT THAT A COUNTY EMPLOYEE MUST BE GIVEN SUFFICIENT TIME TO HAVE THE COUNTY EMPLOYEE'S EXCLUSIVE REPRESENTATIVE PRESENT AT ANY EXAMINATION IN CONNECTION WITH AN INVESTIGATION IN ACCORDANCE WITH SECTION 8-3.3-103 (3);

(b) PERMIT A COUNTY EMPLOYEE TO USE PAID TIME FOR ANY OR ALL OF A SUSPENSION WHEN THE SUSPENSION WAS PROPERLY IMPOSED, IN ACCORDANCE WITH APPLICABLE STANDARDS OR PROCEDURES, OR WHERE A SUPERVISOR, EMPLOYER, ADMINISTRATIVE LAW JUDGE, HEARING OFFICER,

OR A COURT HAS FOUND A DEPRIVATION OF RIGHTS UNDER THE STATE OR FEDERAL CONSTITUTION;

(c) PERMIT THE EXPUNGEMENT OF DISCIPLINARY RECORDS FROM A COUNTY EMPLOYEE'S PERSONNEL FILE FOR SUBSTANTIATED INFRACTIONS OF A COUNTY'S POLICIES REGARDING:

(I) PHYSICAL USE OF FORCE;

(II) DEADLY PHYSICAL FORCE;

(III) ACTIONS RESULTING IN DEATH OR SERIOUS BODILY INJURY; AND

(IV) ACTIONS RESULTING IN A DEPRIVATION OF RIGHTS UNDER THE STATE OR FEDERAL CONSTITUTION;

(d) IMPOSE LIMITS ON THE PERIOD OF TIME DURING WHICH A COUNTY EMPLOYEE MAY BE DISCIPLINED OR AN INVESTIGATION MAY OCCUR FOR INCIDENTS INVOLVING PHYSICAL FORCE, INCIDENTS OF DEADLY PHYSICAL FORCE, INCIDENTS THAT RESULTED IN DEATH OR SERIOUS BODILY INJURY, OR INCIDENTS ALLEGING A DEPRIVATION OF AN INDIVIDUAL'S RIGHTS UNDER THE STATE OR FEDERAL CONSTITUTION;

(e) PLACE LIMITATIONS ON THE SUBSTANCE, METHOD FOR FILING, OR SOURCE OF COMPLAINTS THAT MAY PROMPT AN INVESTIGATION INTO EMPLOYEE MISCONDUCT.

(6) A COLLECTIVE BARGAINING AGREEMENT MUST BE CONSISTENT WITH APPLICABLE STATE AND FEDERAL LAWS, INCLUDING STATE AND FEDERAL LAWS GOVERNING THE COUNTY OFFICIALS' AND COUNTY EMPLOYEES' RETIREMENT PLAN OR THE COLORADO EMPLOYEE RETIREMENT SYSTEM DESCRIBED IN ARTICLE 51 OF TITLE 24, WHICHEVER IS APPLICABLE. IF ANY CLAUSE IN A COLLECTIVE BARGAINING AGREEMENT IS DETERMINED TO BE INVALID OR UNENFORCEABLE, THE UNENFORCEABILITY OR INVALIDITY OF SUCH CLAUSE DOES NOT AFFECT THE ENFORCEABILITY OR VALIDITY OF ANY OTHER CLAUSE OF THE COLLECTIVE BARGAINING AGREEMENT.

(7) ANY TERM OF A COLLECTIVE BARGAINING AGREEMENT REQUIRING THE APPROPRIATION OF FUNDS MUST BE SUBMITTED TO THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY AT THE MEETING

FOLLOWING NOTIFICATION BY THE EXCLUSIVE REPRESENTATIVE TO THE COUNTY THAT THE BARGAINING UNIT HAS APPROVED THE AGREEMENT IN ACCORDANCE WITH THE INTERNAL PROCEDURES OF THE EXCLUSIVE REPRESENTATIVE.

8-3.3-114. Impasse resolution - fact finding - rules. (1) IF AN IMPASSE ARISES ON ONE OR MORE ISSUES DURING THE NEGOTIATION OF A COLLECTIVE BARGAINING AGREEMENT, THE EXCLUSIVE REPRESENTATIVE AND THE COUNTY SHALL ENGAGE IN THE DISPUTE RESOLUTION PROCESS ESTABLISHED IN THIS SECTION OR AN ALTERNATIVE PROCEDURE ESTABLISHED BY MUTUAL AGREEMENT. THE DEADLINES IN THIS SECTION MAY BE EXTENDED BY MUTUAL AGREEMENT OF THE PARTIES.

(2) (a) IF THE EXCLUSIVE REPRESENTATIVE AND THE COUNTY CANNOT REACH AN AGREEMENT ON ONE OR MORE ISSUES SUBJECT TO COLLECTIVE BARGAINING WITHIN NINETY CALENDAR DAYS AFTER COMMENCING MEETINGS TO NEGOTIATE, OR BY THE ONE HUNDRED TWENTIETH DAY PRIOR TO THE EXPIRATION OF AN EXISTING COLLECTIVE BARGAINING AGREEMENT, WHICHEVER IS EARLIER, EITHER PARTY MAY REQUEST THE ASSISTANCE OF A MEDIATOR. IF MEDIATION IS REQUESTED BY EITHER PARTY, BARGAINING MUST CONTINUE WITH THE AID OF A MEDIATOR.

(b) IF THE PARTIES CANNOT AGREE ON A MEDIATOR WITHIN SEVEN CALENDAR DAYS AFTER THE REQUEST FOR MEDIATION, THE PARTIES MUST REQUEST MEDIATION ASSISTANCE FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE. THE PARTIES SHALL SHARE EQUALLY THE COST OF MEDIATION SERVICES, IF ANY.

(3) MEDIATION MUST CONTINUE FOR SIXTY DAYS, UNTIL SIXTY DAYS PRIOR TO THE EXPIRATION OF THE EXISTING COLLECTIVE BARGAINING AGREEMENT, OR UNTIL THE MEDIATOR DETERMINES THAT MEDIATION SERVICES ARE NO LONGER NECESSARY OR EFFECTIVE, WHICHEVER OCCURS FIRST. MEDIATION MAY CONTINUE THEREAFTER UPON MUTUAL AGREEMENT OF THE PARTIES.

(4) (a) IF THE PARTIES REMAIN AT AN IMPASSE FOLLOWING MEDIATION, EITHER PARTY MAY REQUEST FACT FINDING IN ACCORDANCE WITH RULES PROMULGATED BY THE DIRECTOR.

(b) THE DIRECTOR SHALL MAINTAIN A ROSTER OF QUALIFIED FACT

FINDERS, EACH OF WHOM MUST BE REGISTERED WITH THE FEDERAL MEDIATION AND CONCILIATION SERVICE OR THE AMERICAN ARBITRATION ASSOCIATION, AND SHALL REQUIRE THE PARTIES TO SELECT A FACT FINDER FROM THE DIRECTOR'S ROSTER OR FROM A ROSTER OF LABOR ARBITRATORS OBTAINED DIRECTLY FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE OR THE AMERICAN ARBITRATION ASSOCIATION, OR ITS SUCCESSOR ORGANIZATION. THE PARTIES SHALL SELECT A FACT FINDER FROM A LIST OF SEVEN NAMES FROM THE ROSTER, AS DESIGNATED BY THE DIRECTOR AND THE AMERICAN ARBITRATION ASSOCIATION, OR ITS SUCCESSOR ORGANIZATION, OR THE FEDERAL MEDIATION AND CONCILIATION SERVICE, WHICHEVER IS APPLICABLE.

(c) UNLESS THE PARTIES OTHERWISE AGREE, THE FACT FINDER WILL MAKE A RECOMMENDATION TO ACCEPT THE FINAL OFFER OF THE EXCLUSIVE REPRESENTATIVE OR THE FINAL OFFER OF THE COUNTY ON EACH ISSUE IN DISPUTE.

(d) IN ARRIVING AT A RECOMMENDATION, THE FACT FINDER SHALL CONSIDER:

(I) THE FINANCIAL ABILITY OF THE COUNTY TO MEET THE COSTS OF ANY PROPOSED SETTLEMENT;

(II) THE INTERESTS AND WELFARE OF THE PUBLIC;

(III) THE COMPENSATION, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT OF THE COUNTY EMPLOYEES INVOLVED IN THE COLLECTIVE BARGAINING IN COMPARISON WITH THE COMPENSATION, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT OF OTHER EMPLOYEES IN THE PUBLIC AND PRIVATE SECTORS IN COMPARABLE COMMUNITIES;

(IV) THE STIPULATIONS OF THE PARTIES;

(V) THE LAWFUL AUTHORITY OF THE COUNTY;

(VI) CHANGES IN THE COST OF LIVING; AND

(VII) OTHER FACTORS THAT ARE NORMALLY OR TRADITIONALLY TAKEN INTO CONSIDERATION IN THE DETERMINATION OF COMPENSATION, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT THROUGH

VOLUNTARY COLLECTIVE BARGAINING, INTEREST ARBITRATION, OR OTHERWISE BETWEEN PARTIES IN PUBLIC AND PRIVATE EMPLOYMENT.

(e) THE PARTIES SHALL SHARE THE COST OF THE FACT FINDER EQUALLY.

(5) THE EXCLUSIVE REPRESENTATIVE SHALL APPROVE OR REJECT THE RECOMMENDATION OF THE FACT FINDER IN ACCORDANCE WITH ITS INTERNAL PROCEDURES. IF THE EXCLUSIVE REPRESENTATIVE APPROVES OF THE RECOMMENDATION, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY SHALL VOTE TO ACCEPT OR REJECT THE RECOMMENDATION AT A REGULAR OR SPECIAL MEETING OPEN TO THE PUBLIC IMMEDIATELY FOLLOWING NOTIFICATION BY THE EXCLUSIVE REPRESENTATIVE THAT THE BARGAINING UNIT HAS ACCEPTED THE RECOMMENDATION.

(6) (a) EXCEPT FOR THE PARTIES IDENTIFIED IN SUBSECTION (6)(b) OF THIS SECTION, IF THE PARTIES ARE AT AN IMPASSE FOLLOWING CONSIDERATION OF THE RECOMMENDATIONS OF THE FACT FINDER, EACH PARTY REMAINS OBLIGATED TO COLLECTIVELY BARGAIN IN GOOD FAITH TO RESOLVE THE IMPASSE.

(b) BARGAINING UNITS OF A LOCAL GOVERNMENT EMPLOYER THAT INCLUDE FIREFIGHTERS, AS DEFINED IN SECTION 29-5-301 (2), MUST COMPLY WITH POST-FACT-FINDING PROCEDURES IN SECTION 29-5-210 (9), (10), AND (13).

(7) EXCEPT FOR THE RECOMMENDATION OF A FACT FINDER, ALL DOCUMENTS, PROPOSALS, AND DRAFT AND TENTATIVE AGREEMENTS DRAFTED OR EXCHANGED PURSUANT TO THE PROCESS ESTABLISHED IN THIS SECTION ARE PRIVILEGED, ARE NOT PUBLIC RECORDS, AND ARE NOT SUBJECT TO INSPECTION PURSUANT TO THE "COLORADO OPEN RECORDS ACT", PART 2 OF ARTICLE 72 OF TITLE 24.

8-3.3-115. Unfair labor practices. (1) A COUNTY OR EXCLUSIVE REPRESENTATIVE SHALL NOT REFUSE TO NEGOTIATE IN GOOD FAITH WITH RESPECT TO WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT, INCLUDING REFUSING TO COOPERATE IN ANY IMPASSE RESOLUTION PROCEDURE.

(2) A COUNTY, ITS REPRESENTATIVES, ITS AGENTS, OR ANYONE

ACTING ON BEHALF OF THE COUNTY SHALL NOT:

(a) DISCRIMINATE AGAINST, COERCE, INTIMIDATE, INTERFERE WITH, OR IMPOSE REPRISALS AGAINST, OR THREATEN TO DISCRIMINATE AGAINST, COERCE, INTIMIDATE, INTERFERE WITH, OR IMPOSE REPRISALS AGAINST, ANY COUNTY EMPLOYEE FOR FORMING OR ASSISTING AN EMPLOYEE ORGANIZATION OR EXPRESSING THE COUNTY EMPLOYEE'S VIEWS REGARDING COUNTY EMPLOYEE REPRESENTATION OR WORKPLACE ISSUES OR THE RIGHTS GRANTED TO THE COUNTY EMPLOYEE IN THIS ARTICLE 3.3;

(b) DETER OR DISCOURAGE COUNTY EMPLOYEES OR COUNTY EMPLOYEE APPLICANTS FROM BECOMING OR REMAINING MEMBERS OF AN EMPLOYEE ORGANIZATION OR FROM AUTHORIZING PAYROLL DEDUCTIONS FOR DUES OR FEES TO AN EMPLOYEE ORGANIZATION; EXCEPT THAT THE COUNTY MAY RESPOND TO QUESTIONS FROM A COUNTY EMPLOYEE PERTAINING TO THE COUNTY EMPLOYEE'S EMPLOYMENT OR ANY MATTER DESCRIBED IN THIS ARTICLE 3.3, AS LONG AS THE RESPONSE IS NEUTRAL TOWARD PARTICIPATION IN, SELECTION OF, AND MEMBERSHIP IN AN EMPLOYEE ORGANIZATION;

(c) USE ANY PUBLIC FUNDS OR OFFICIAL POSITION TO SUPPORT OR OPPOSE AN EMPLOYEE ORGANIZATION; EXCEPT THAT THE PROVISION OF ROUTINE SERVICES AND FACILITIES AND PAID TIME FOR EXCLUSIVE REPRESENTATIVES MAY BE PROVIDED BY A COUNTY PURSUANT TO A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY AND AN EXCLUSIVE REPRESENTATIVE;

(d) DOMINATE OR INTERFERE IN THE ADMINISTRATION OF AN EMPLOYEE ORGANIZATION;

(e) DISCHARGE OR DISCRIMINATE AGAINST A COUNTY EMPLOYEE BECAUSE THE COUNTY EMPLOYEE HAS FILED AN AFFIDAVIT, PETITION, OR COMPLAINT OR GIVEN ANY INFORMATION OR TESTIMONY PURSUANT TO THIS ARTICLE 3.3 OR A COLLECTIVE BARGAINING AGREEMENT OR CHOSEN TO BE REPRESENTED BY AN EXCLUSIVE REPRESENTATIVE;

(f) DENY THE RIGHTS ACCOMPANYING CERTIFICATION AS THE EXCLUSIVE REPRESENTATIVE PURSUANT TO THIS ARTICLE 3.3;

(g) COLLECTIVELY BARGAIN IN REGARD TO MATTERS COVERED BY

THIS ARTICLE 3.3 WITH A COUNTY EMPLOYEE OR GROUP OF COUNTY EMPLOYEES IN THE BARGAINING UNIT OR AN EMPLOYEE ORGANIZATION PURPORTEDLY REPRESENTING THE COUNTY EMPLOYEES IN A BARGAINING UNIT OTHER THAN THE EXCLUSIVE REPRESENTATIVE;

(h) DISCLOSE TO A PRIVATE ENTITY, OTHER THAN THE EXCLUSIVE REPRESENTATIVE, PERSONALLY IDENTIFIABLE INFORMATION ABOUT COUNTY EMPLOYEES WITHIN THE BARGAINING UNIT THAT IS EXEMPT FROM DISCLOSURE PURSUANT TO LAW; OR

(i) OTHERWISE FAIL TO COMPLY WITH THE REQUIREMENTS OF THIS ARTICLE 3.3.

(3) (a) AN EMPLOYEE ORGANIZATION OR EXCLUSIVE REPRESENTATIVE SHALL NOT:

(I) INTERFERE WITH, RESTRAIN, OR COERCE A COUNTY EMPLOYEE WITH RESPECT TO THE RIGHTS GRANTED IN THIS ARTICLE 3.3 OR WITH RESPECT TO SELECTING AN EXCLUSIVE REPRESENTATIVE;

(II) WILLFULLY OR DELIBERATELY FAIL TO FAIRLY REPRESENT A COUNTY EMPLOYEE WHO IS IN A BARGAINING UNIT EXCLUSIVELY REPRESENTED BY THE EMPLOYEE ORGANIZATION IN THE NEGOTIATION OR ENFORCEMENT OF THE TERMS OF A COLLECTIVE BARGAINING AGREEMENT; OR

(III) OTHERWISE FAIL TO COMPLY WITH THE REQUIREMENTS OF THIS ARTICLE 3.3.

(b) THIS SUBSECTION (3) DOES NOT PROHIBIT AN EXCLUSIVE REPRESENTATIVE FROM PROVIDING LEGAL, ECONOMIC, OR JOB-RELATED SERVICES OR BENEFITS BEYOND THOSE ESTABLISHED IN ANY APPLICABLE COLLECTIVE BARGAINING AGREEMENT EXCLUSIVELY TO ITS MEMBERS.

(4) AN AGGRIEVED PARTY IS BARRED FROM FILING A CLAIM THAT ALLEGES THAT EITHER THE COUNTY OR EMPLOYEE ORGANIZATION HAS VIOLATED THIS SECTION UNLESS THE CLAIM IS FILED WITHIN SIX MONTHS AFTER THE DATE ON WHICH THE AGGRIEVED PARTY KNEW OR REASONABLY SHOULD HAVE KNOWN OF THE ALLEGED VIOLATION.

(5) THE EXPRESSION OF ANY PERSONAL VIEW, ARGUMENT, OR OPINION BY AN ELECTED OFFICIAL MUST NOT BE CONSIDERED A VIOLATION OF THIS SECTION UNLESS THE EXPRESSION CONTAINS A THREAT OF REPRISAL OR PROMISE OF A BENEFIT OR IS MADE UNDER COERCIVE CONDITIONS. REPRESENTATIVES OF COUNTIES MAY CORRECT THE RECORD WITH RESPECT TO ANY FALSE OR MISLEADING STATEMENT MADE BY ANY PERSON, PUBLICIZE THE FACT OF A REPRESENTATION ELECTION, AND ENCOURAGE COUNTY EMPLOYEES TO EXERCISE THEIR RIGHT TO VOTE IN THE ELECTION.

(6) (a) AN EXCLUSIVE REPRESENTATIVE CERTIFIED OR DEEMED CERTIFIED IN ACCORDANCE WITH THIS ARTICLE 3.3 SHALL NOT THREATEN, FACILITATE, SUPPORT, OR CAUSE A COUNTY EMPLOYEE TO PARTICIPATE IN THE FOLLOWING:

(I) A STRIKE;

(II) A WORK STOPPAGE;

(III) A WORK SLOWDOWN;

(IV) A GROUP SICK OUT; OR

(V) AN ACTION THAT DISRUPTS, ON A WIDESPREAD BASIS, THE DAY-TO-DAY FUNCTIONING OF A COUNTY.

(b) A CONTROVERSY CONCERNING AN ACTIVITY PROHIBITED BY SUBSECTION (6)(a) OF THIS SECTION MAY BE SUBMITTED TO THE DIVISION PURSUANT TO SECTION 8-3.3-106. UPON A FINDING THAT THE EXCLUSIVE REPRESENTATIVE HAS VIOLATED SUBSECTION (6)(a) OF THIS SECTION, THE DIRECTOR SHALL AWARD ANY APPROPRIATE RELIEF, INCLUDING SANCTIONS, FINES, OR DECERTIFICATION. IF AN EXCLUSIVE REPRESENTATIVE IS DECERTIFIED BY THE DIRECTOR, THE EMPLOYEE ORGANIZATION MAY BEGIN THE CERTIFICATION PROCESS IN SECTION 8-3.3-108 AFTER ONE YEAR FROM THE DATE OF DECERTIFICATION.

(c) NOTHING IN THIS SUBSECTION (6) PROHIBITS THE EXCLUSIVE REPRESENTATIVE FROM ENGAGING IN OTHER CONCERTED ACTIVITIES FOR THE PURPOSE OF THE COLLECTIVE BARGAINING PROCESS OR OTHER MUTUAL AID OR PROTECTION, WITHOUT INTERFERENCE, RESTRAINT, OR COERCION BY THE COUNTY.

(d) NOTHING IN THIS SECTION AFFECTS THE RIGHTS OF ANY COUNTY EMPLOYEE OR EMPLOYEE ORGANIZATION NOT COVERED BY THE EXPRESS TERMS OF THIS ARTICLE 3.3.

8-3.3-116. Existing bargaining relationships. AN EXCLUSIVE REPRESENTATIVE DEEMED CERTIFIED PURSUANT TO THIS ARTICLE 3.3 HAS THE RIGHT TO COLLECTIVELY BARGAIN MATTERS NOT COVERED BY AN EXISTING COLLECTIVE BARGAINING AGREEMENT NEGOTIATED PRIOR TO THE EFFECTIVE DATE OF THIS ARTICLE 3.3 IF THE SUBJECTS PROPOSED FOR BARGAINING WERE OUTSIDE OF THE LAWFUL SCOPE OF BARGAINING PRIOR TO THE EFFECTIVE DATE OF THIS ARTICLE 3.3.

SECTION 3. Appropriation. (1) For the 2022-23 state fiscal year, \$326,092 is appropriated to the department of labor and employment. This appropriation is from the general fund. To implement this act, the department may use this appropriation as follows:

(a) \$266,950 for use by division of labor standards and statistics for program costs related to labor standards, which amount is based on an assumption that the division will require an additional 2.5 FTE; and

(b) \$59,142 for the purchase of legal services.

(2) For the 2022-23 state fiscal year, \$59,142 is appropriated to the department of law. This appropriation is from reappropriated funds received from the department of labor and employment under subsection (1)(b) of this section and is based on an assumption that the department of law will require an additional 0.3 FTE. To implement this act, the department of law may use this appropriation to provide legal services for the department of labor and employment.

SECTION 4. Effective date. This act takes effect July 1, 2023; except that section 8-3.3-106, Colorado Revised Statutes, enacted in section 2 of this act, and sections 3 through 5 of this act take effect July 1, 2022.

SECTION 5. Safety clause. The general assembly hereby finds,

determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety.

Steve Fenberg
PRESIDENT OF
THE SENATE

Alec Garnett
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Cindi L. Markwell
SECRETARY OF
THE SENATE

Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED _____
(Date and Time)

Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO