

**Second Regular Session
Seventy-third General Assembly
STATE OF COLORADO**

REENGROSSED

*This Version Includes All Amendments
Adopted in the House of Introduction*

LLS NO. 22-1056.01 Kristen Forrestal x4217

SENATE BILL 22-230

SENATE SPONSORSHIP

Fenberg and Moreno, Bridges, Buckner, Coleman, Danielson, Fields, Ginal, Gonzales, Hansen, Hinrichsen, Jaquez Lewis, Kolker, Lee, Pettersen, Rodriguez, Story, Winter, Zenzinger, Donovan

HOUSE SPONSORSHIP

Esgar, Bacon, Benavidez, Cutter, Froelich, Garnett, Gonzales-Gutierrez, Jodeh, Kennedy, Lindsay, Lontine, Ortiz, Sullivan, Titone

Senate Committees

Business, Labor, & Technology
Appropriations

House Committees

A BILL FOR AN ACT

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

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://leg.colorado.gov>.)

Beginning January 1, 2023, the bill grants the public employees of a county the right to:

- Organize, form, join, or assist an employee organization or refrain from doing so;
- Engage in collective bargaining;

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

SENATE
3rd Reading Unamended
May 2, 2022

SENATE
Amended 2nd Reading
April 29, 2022

- Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection;
- Communicate with other county employees and with employee organization representatives and receive and distribute literature regarding employee organization issues; and
- Have an exclusive representative at formal discussions concerning a grievance, a personnel policy or practice, or any other condition of employment.

The bill clarifies that county employees may participate fully in the political process.

Additionally, the bill:

- Grants the exclusive representative of county employees the right to access public employees at work, through electronic communication, and through other means, including employee orientations;
- Requires counties to honor county employee authorizations for payroll deductions for the exclusive representative;
- Clarifies that specific rights of county employers are not impaired unless otherwise agreed to in a collective bargaining agreement;
- Requires the director of the division of labor standards and statistics in the department of labor and employment (director) to enforce, interpret, apply, and administer the provisions of the bill, and, in doing so, to hold hearings and impose administrative remedies;
- Authorizes the director or any party of interest to request a district court to enforce orders made pursuant to the bill;
- Sets forth the process by which an employee organization is certified and decertified as the exclusive representative of county employees;
- Sets forth the process by which an appropriate bargaining unit is determined; and
- Requires the county and the exclusive representative to collectively bargain in good faith.

The bill states that the collective bargaining agreement is an agreement negotiated between an exclusive representative and a county that must:

- Be for a term of at least 12 months and not more than 60 months; and
- Provide a grievance procedure that culminates in final and binding arbitration.

The bill prohibits a collective bargaining agreement from:

- Delaying the prompt interviewing of county employees under investigation;

1 THE "COLLECTIVE BARGAINING BY COUNTY EMPLOYEES ACT".

2 **8-3.3-102. Definitions.** AS USED IN THIS ARTICLE 3.3, UNLESS THE
3 CONTEXT OTHERWISE REQUIRES:

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

8 (a) A CONFIDENTIAL EMPLOYEE;

9 (b) A MANAGERIAL EMPLOYEE;

10 (c) AN EXECUTIVE EMPLOYEE; OR

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

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

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

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

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

25 (3) "COLLECTIVE BARGAINING AGREEMENT" MEANS AN
26 AGREEMENT NEGOTIATED BETWEEN AN EXCLUSIVE REPRESENTATIVE AND
27 A COUNTY, INCLUDING AN AGREEMENT REACHED THROUGH AN IMPASSE

1 RESOLUTION PROCESS PURSUANT TO SECTION 8-3.3-114.

2 (4) "COMPENSATION" MEANS:

3 (a) BASE WAGE OR SALARY;

4 (b) ANY FORM OF DIRECT MONETARY PAYMENTS;

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

6 (d) PENSION PROGRAMS;

7 (e) PAID TIME OFF;

8 (f) UNIFORM AND EQUIPMENT ALLOWANCES; AND

9 (g) EXPENSE REIMBURSEMENT.

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

11 (a) REQUIRED TO DEVELOP OR PRESENT MANAGEMENT POSITIONS

12 WITH RESPECT TO EMPLOYER-EMPLOYEE RELATIONS OR WHOSE DUTIES

13 NORMALLY REQUIRE ACCESS TO CONFIDENTIAL INFORMATION THAT IS

14 USED TO CONTRIBUTE SIGNIFICANTLY TO THE DEVELOPMENT OF THE

15 MANAGEMENT POSITIONS; OR

16 (b) EMPLOYED AS AN ATTORNEY BY THE COUNTY AND WHOSE

17 DUTIES ARE TO PROVIDE DIRECT LEGAL COUNSEL REGARDING THE

18 APPLICATION, INTERPRETATION, OR ENFORCEMENT OF THIS ARTICLE 3.3.

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

20 (b) "COUNTY" DOES NOT INCLUDE:

21 (I) A CITY AND COUNTY;

22 (II) THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE

23 WHERE THE STATE OR POLITICAL SUBDIVISION OF THE STATE ACQUIRES OR

24 OPERATES A MASS TRANSPORTATION SYSTEM OR ANY CARRIER BY

25 RAILROAD, EXPRESS COMPANY, OR SLEEPING CAR COMPANY SUBJECT TO

26 THE FEDERAL "RAILWAY LABOR ACT", 45 U.S.C. SEC. 151 ET SEQ., AS

27 AMENDED;

1 (III) A MUNICIPALITY;

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

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

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

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

16 (8) "DEADLY PHYSICAL FORCE" MEANS FORCE, THE INTENDED,
17 NATURAL, AND PROBABLE CONSEQUENCE OF WHICH IS TO PRODUCE DEATH,
18 AND WHICH DOES, IN FACT, PRODUCE DEATH.

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

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

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

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

1 BARGAINING UNIT.

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

6 (14) "EXECUTIVE EMPLOYEE" MEANS AN EMPLOYEE:

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

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

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

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

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

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

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

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

27 (18) "MANAGERIAL EMPLOYEE" MEANS ANY COUNTY EMPLOYEE

1 WHO HAS SIGNIFICANT RESPONSIBILITIES FOR FORMULATING COUNTY
2 POLICIES AND PROGRAMS OR ADMINISTERING AN AGENCY OR DEPARTMENT
3 OF AN AGENCY.

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

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

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

16 (a) A SUBSTANTIAL RISK OF:

17 (I) DEATH;

18 (II) SERIOUS PERMANENT DISFIGUREMENT; OR

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

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

23 (22) "SHOWING OF INTEREST" MEANS WRITTEN OR ELECTRONIC
24 DOCUMENTATION THAT PROVIDES EVIDENCE OF COUNTY EMPLOYEE
25 MEMBERSHIP OR SUPPORT FOR AN EMPLOYEE ORGANIZATION FOR
26 PURPOSES OF EXCLUSIVE REPRESENTATION. "SHOWING OF INTEREST"
27 INCLUDES ANY ELECTRONIC SIGNATURE ACCEPTABLE UNDER THE

1 "UNIFORM ELECTRONIC TRANSACTIONS ACT", ARTICLE 71.3 OF TITLE 24.

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

5 **8-3.3-103. County employees - rights - obligations.** (1) COUNTY
6 EMPLOYEES HAVE THE RIGHT TO:

7 (a) SELF-ORGANIZE;

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

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

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

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

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

27 (3) COUNTY EMPLOYEES HAVE THE RIGHT TO HAVE THEIR

1 EXCLUSIVE REPRESENTATIVE BE PRESENT AT:

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

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

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

13 (II) THE COUNTY EMPLOYEE REQUESTS REPRESENTATION.

14 (4) The discussions described in subsection (3)(a) OF THIS
15 SUBSECTION DO NOT INCLUDE INFORMAL DISCUSSIONS OR ORDINARY
16 COACHING CONVERSATIONS BETWEEN COUNTY EMPLOYEES AND THEIR
17 MANAGERS OR SUPERVISORS.

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

22 (6) COUNTY EMPLOYEES HAVE THE RIGHT TO FULLY PARTICIPATE
23 IN THE POLITICAL PROCESS. COUNTY EMPLOYEES, DURING NONWORKING
24 HOURS, MAY SPEAK WITH MEMBERS OF THE PUBLIC AND THE COUNTY ON
25 ANY MATTER OF PUBLIC CONCERN, INCLUDING THE TERMS AND
26 CONDITIONS OF THEIR EMPLOYMENT, AND MAY ENGAGE IN OTHER
27 POLITICAL ACTIVITIES IN THE SAME MANNER AS OTHER RESIDENTS OF

1 COLORADO, WITHOUT DISCRIMINATION, INTIMIDATION, OR RETALIATION.

2 **8-3.3-104. Exclusive representatives - rights.** (1) A COUNTY
3 SHALL GIVE THE EXCLUSIVE REPRESENTATIVE REASONABLE ACCESS TO
4 COUNTY EMPLOYEES AT WORK, THROUGH ELECTRONIC COMMUNICATION
5 AND OTHER MEANS. REASONABLE ACCESS MUST BE DETERMINED
6 THROUGH COLLECTIVE BARGAINING.

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

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

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

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

24 (II) THE COUNTY SHALL PROVIDE THE EXCLUSIVE REPRESENTATIVE
25 NOTICE AT LEAST TEN DAYS IN ADVANCE OF A NEW EMPLOYEE
26 ORIENTATION; EXCEPT THAT A SHORTER NOTICE MAY BE PROVIDED WHEN
27 THERE IS AN URGENT NEED, CRITICAL TO THE COUNTY'S OPERATIONS, THAT

1 WAS NOT REASONABLY FORESEEABLE.

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

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

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

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

27 (b) AT THE ELECTION OF THE EXCLUSIVE REPRESENTATIVE, A

1 COUNTY EMPLOYEE'S REQUEST TO CANCEL OR CHANGE AUTHORIZATIONS
2 FOR PAYROLL DEDUCTIONS MUST BE DIRECTED TO THE EXCLUSIVE
3 REPRESENTATIVE RATHER THAN TO THE COUNTY. IN SUCH CASE, THE
4 EXCLUSIVE REPRESENTATIVE IS RESPONSIBLE FOR PROCESSING THE
5 REQUEST IN ACCORDANCE WITH THE TERMS OF THE AUTHORIZATION. AN
6 AUTHORIZATION FOR A PAYROLL DEDUCTION MAY NOT BE IRREVOCABLE
7 FOR A PERIOD OF MORE THAN ONE YEAR.

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

16 **8-3.3-105. Counties - rights.** (1) UNLESS OTHERWISE AGREED TO
17 BY A COUNTY IN A COLLECTIVE BARGAINING AGREEMENT, THIS ARTICLE
18 3.3 DOES NOT IMPAIR THE RIGHT AND RESPONSIBILITY OF EACH COUNTY
19 TO:

20 (a) DETERMINE AND CARRY OUT ANY MISSION, INITIATIVE, TASK
21 FORCE, AGENDA, POLICY, OR PROGRAM OF ANY DEPARTMENT, DIVISION,
22 OFFICE, OR OTHER SUBDIVISION OF THE COUNTY;

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

25 (c) DETERMINE THE UTILIZATION OF TECHNOLOGY;

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

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

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

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

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

16 **8-3.3-106. Director powers and duties - administration - rules**
17 **- enforcement - hearing officers.** (1) THE DIRECTOR SHALL ENFORCE,
18 INTERPRET, APPLY, AND ADMINISTER THE PROVISIONS OF THIS ARTICLE 3.3
19 THROUGH RULE-MAKING, HEARINGS, AND APPEALS, INCLUDING THE
20 ESTABLISHMENT OF PROCEDURES FOR:

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

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

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

27 (2) FOR THE PURPOSES OF ADJUDICATING DISPUTES AND

1 ENFORCING THE PROVISIONS OF THIS ARTICLE 3.3 AND RULES ADOPTED
2 PURSUANT TO THIS ARTICLE 3.3, THE DIRECTOR MAY CONDUCT HEARINGS
3 AND ADMINISTER OATHS, EXAMINE WITNESSES AND DOCUMENTS, TAKE
4 TESTIMONY AND RECEIVE EVIDENCE, AND ISSUE SUBPOENAS TO COMPEL
5 THE ATTENDANCE OF WITNESSES AND THE PRODUCTION OF RECORDS.

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

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

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

- 18 (a) APPROPRIATE ADMINISTRATIVE REMEDIES;
- 19 (b) ACTUAL DAMAGES RELATED TO EMPLOYEE ORGANIZATION
20 DUES;
- 21 (c) BACK PAY, INCLUDING BENEFITS;
- 22 (d) REINSTATEMENT OF THE COUNTY EMPLOYEE WITH THE SAME
23 SENIORITY STATUS THAT THE EMPLOYEE WOULD HAVE HAD BUT FOR THE
24 VIOLATION;
- 25 (e) OTHER REMEDIES TO ADDRESS ANY LOSS SUFFERED BY A
26 COUNTY EMPLOYEE OR GROUP OF COUNTY EMPLOYEES FROM UNLAWFUL
27 CONDUCT BY A COUNTY; AND

1 (f) DECLARATORY OR INJUNCTIVE RELIEF OR PROVISIONAL
2 REMEDIES, INCLUDING TEMPORARY RESTRAINING ORDERS OR PRELIMINARY
3 INJUNCTIONS.

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

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

7 (b) ALL HEARING OFFICER DECISIONS AND ORDERS;

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

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

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

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

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

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

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

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

25 **8-3.3-107. Judicial enforcement.** THE DIRECTOR OR ANY PARTY
26 OF INTEREST MAY REQUEST THE APPROPRIATE DISTRICT COURT TO
27 ENFORCE ORDERS ISSUED PURSUANT TO THIS ARTICLE 3.3, INCLUDING

1 THOSE FOR APPROPRIATE TEMPORARY RELIEF AND RESTRAINING ORDERS.
2 THE COURT SHALL CONSIDER THE REQUEST FOR ENFORCEMENT BASED ON
3 THE RECORD MADE BEFORE THE DIRECTOR OR HEARING OFFICER. THE
4 COURT SHALL UPHOLD THE ACTION OF THE DIRECTOR OR HEARING OFFICER
5 AND TAKE APPROPRIATE ACTION TO ENFORCE THE ACTION, UNLESS THE
6 COURT CONCLUDES THAT THE ORDER IS UNLAWFUL PURSUANT TO SECTION
7 24-4-106 (7)(b).

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

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

26 (2) (a) THE DIRECTOR SHALL DEEM AN EMPLOYEE ORGANIZATION
27 CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE IF, ON OR BEFORE

1 JANUARY 1, 2022, A COUNTY RECOGNIZED THE EMPLOYEE ORGANIZATION
2 AS THE EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT. THE
3 EMPLOYEE ORGANIZATION MUST BE CERTIFIED AS THE EXCLUSIVE
4 REPRESENTATIVE FOR THE BARGAINING UNIT UNTIL OR UNLESS THE
5 EMPLOYEE ORGANIZATION IS DECERTIFIED AS THE EXCLUSIVE
6 REPRESENTATIVE IN ACCORDANCE WITH THIS ARTICLE 3.3.

7 (b) THE DIRECTOR SHALL DEEM AN EMPLOYEE ORGANIZATION
8 CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE IF A COUNTY, AFTER
9 JANUARY 1, 2022, AND BEFORE JULY 1, 2023, RECOGNIZED THE EMPLOYEE
10 ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE AND THE
11 RECOGNITION WAS BASED ON A DEMONSTRATION OF MAJORITY SUPPORT
12 BY THE EMPLOYEE ORGANIZATION OR THE EMPLOYEE ORGANIZATION WAS
13 SELECTED IN A SECRET BALLOT ELECTION BY A MAJORITY OF BARGAINING
14 UNIT COUNTY EMPLOYEES VOTING IN THE ELECTION. THE EMPLOYEE
15 ORGANIZATION MUST BE CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE
16 OF THE BARGAINING UNIT UNTIL OR UNLESS THE EMPLOYEE ORGANIZATION
17 IS DECERTIFIED AS THE EXCLUSIVE REPRESENTATIVE IN ACCORDANCE WITH
18 THIS ARTICLE 3.3.

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

23 **8-3.3-109. Process for employee organization certification -**
24 **intervening employee organizations - secret ballot elections - rules. (1)**

25 UPON THE FILING OF A PETITION BY AN EMPLOYEE ORGANIZATION
26 SEEKING EXCLUSIVE RECOGNITION, THE DIRECTOR SHALL REQUIRE THE
27 COUNTY TO DISTRIBUTE NOTICE TO ALL COUNTY EMPLOYEES IN THE

1 APPLICABLE BARGAINING UNIT THAT MUST IDENTIFY THE PETITIONER, THE
2 BARGAINING UNIT SOUGHT BY THE PETITIONER, THE ELECTION PROCESS,
3 AND AN ADVISEMENT OF COUNTY EMPLOYEE RIGHTS UNDER SECTION
4 8-3.3-103 (1), (2), AND (3).

5

==

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

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

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

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

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

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

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

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

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

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

1 RULES OF THE DIRECTOR.

2 (b) WITHIN TWENTY-EIGHT DAYS AFTER A SECRET BALLOT
3 ELECTION IN WHICH NO EMPLOYEE ORGANIZATION RECEIVES A MAJORITY
4 OF THE BALLOTS CAST, THE DIRECTOR SHALL CONDUCT A RUNOFF
5 ELECTION BETWEEN THE TWO EMPLOYEE ORGANIZATIONS RECEIVING THE
6 LARGEST NUMBER OF BALLOTS CAST. THE DIRECTOR SHALL CERTIFY THE
7 RESULTS OF THE ELECTION, AND, IF AN EMPLOYEE ORGANIZATION
8 RECEIVES A MAJORITY OF THE BALLOTS CAST, THE DIRECTOR SHALL
9 CERTIFY THE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE
10 REPRESENTATIVE OF ALL COUNTY EMPLOYEES IN THE APPROPRIATE
11 BARGAINING UNIT, SUBJECT TO ANY VALID OBJECTIONS TO THE CONDUCT
12 OF THE ELECTION FILED IN ACCORDANCE WITH THIS ARTICLE 3.3 AND THE
13 RULES OF THE DIRECTOR.

14 (7) WITHIN SEVEN DAYS AFTER CERTIFICATION OF THE RESULTS OF
15 A SECRET BALLOT ELECTION, ANY PARTY MAY FILE OBJECTIONS TO THE
16 CONDUCT OF THE ELECTION OR TO CONDUCT AFFECTING THE RESULTS OF
17 THE ELECTION IN ACCORDANCE WITH RULES PROMULGATED BY THE
18 DIRECTOR. THE OBJECTIONS MUST CONTAIN A SHORT STATEMENT OF THE
19 REASONS FOR THE OBJECTIONS AND BE ACCOMPANIED BY A WRITTEN
20 OFFER OF PROOF IDENTIFYING EACH WITNESS THE PARTY WOULD CALL TO
21 TESTIFY CONCERNING THE ISSUE AND A SUMMARY OF THE WITNESS'S
22 TESTIMONY. UPON A SHOWING OF GOOD CAUSE, THE DIRECTOR MAY
23 EXTEND THE TIME FOR FILING THE OFFER OF PROOF. THE PARTY FILING THE
24 OBJECTIONS SHALL SERVE A COPY OF THE OBJECTIONS, BUT NOT THE
25 WRITTEN OFFER OF PROOF, ON EACH OF THE OTHER PARTIES TO THE CASE.
26 IF THE DIRECTOR OR A DESIGNATED HEARING OFFICER FINDS THAT
27 MISCONDUCT AFFECTED THE OUTCOME OF THE ELECTION, THE DIRECTOR

1 SHALL INVALIDATE THE ELECTION AND ORDER A SUBSEQUENT ELECTION
2 FOR THE COUNTY EMPLOYEES IN THE APPROPRIATE BARGAINING UNIT
3 WITHIN TWENTY-EIGHT DAYS AFTER THE FINDING.

4 **8-3.3-110. Determination of appropriate bargaining unit.**

5 (1) THE DIRECTOR SHALL, UPON RECEIPT OF A PETITION FOR A
6 REPRESENTATION ELECTION, DESIGNATE THE APPROPRIATE BARGAINING
7 UNIT FOR COLLECTIVE BARGAINING IN ACCORDANCE WITH THIS SECTION.

8 THE DESIGNATION MUST BE DETERMINED BY:

9 (a) CONSENT OF THE PARTIES; OR

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

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

14 (a) THE DESIRES OF THE PUBLIC EMPLOYEES;

15 (b) THE SIMILARITY OF DUTIES, SKILLS, AND WORKING CONDITIONS
16 OF THE PUBLIC EMPLOYEES INVOLVED;

17 (c) THE WAGES, HOURS, AND OTHER WORKING CONDITIONS OF THE
18 PUBLIC EMPLOYEES;

19 (d) THE ADMINISTRATIVE STRUCTURE AND SIZE OF THE PUBLIC
20 EMPLOYER;

21 (e) THE HISTORY OF COLLECTIVE BARGAINING WITH THAT PUBLIC
22 EMPLOYER, IF ANY, AND WITH SIMILAR PUBLIC EMPLOYERS; AND

23 (f) OTHER FACTORS THAT ARE NORMALLY OR TRADITIONALLY
24 TAKEN INTO CONSIDERATION IN DETERMINING THE APPROPRIATENESS OF
25 BARGAINING UNITS IN THE PUBLIC SECTOR.

26 **8-3.3-111. Decertification of exclusive representative - rules.**

27 (1) A COUNTY EMPLOYEE IN A BARGAINING UNIT OR AN EMPLOYEE

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

15 (2) IF THERE IS A COLLECTIVE BARGAINING AGREEMENT IN EFFECT,
16 A PETITION FOR A DECERTIFICATION ELECTION MAY BE MADE TO THE
17 DIRECTOR NO EARLIER THAN NINETY DAYS AND NO LATER THAN SIXTY
18 DAYS PRIOR TO THE EXPIRATION OF THE COLLECTIVE BARGAINING
19 AGREEMENT; EXCEPT THAT A REQUEST FOR AN ELECTION MAY BE FILED AT
20 ANY TIME AFTER THE EXPIRATION OF THE THIRD YEAR OF A COLLECTIVE
21 BARGAINING AGREEMENT THAT HAS A TERM OF MORE THAN THREE YEARS.

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

27 **8-3.3-112. Obligation to negotiate in good faith.** (1) THE

1 COUNTY AND THE EXCLUSIVE REPRESENTATIVE OR ITS REPRESENTATIVE
2 HAVE THE AUTHORITY AND THE OBLIGATION TO COLLECTIVELY BARGAIN
3 IN GOOD FAITH. THE OBLIGATION TO COLLECTIVELY BARGAIN IN GOOD
4 FAITH DOES NOT COMPEL EITHER PARTY TO AGREE TO A PROPOSAL OR
5 MAKE A CONCESSION.

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

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

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

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

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

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

23 (3) COLLECTIVE BARGAINING BETWEEN A SINGLE COUNTY AND AN
24 EMPLOYEE ORGANIZATION SERVING AS THE EXCLUSIVE REPRESENTATIVE
25 OF MORE THAN ONE BARGAINING UNIT OF COUNTY EMPLOYEES MUST BE
26 CONSOLIDATED UPON THE REQUEST OF THE COUNTY.

27 **8-3.3-113. Collective bargaining agreement - arbitration.**

1 (1) AN AGREEMENT NEGOTIATED BETWEEN AN EXCLUSIVE
2 REPRESENTATIVE AND A COUNTY, WITH THE APPROVAL OF THE BOARD OF
3 COUNTY COMMISSIONERS OF THE COUNTY, CONSTITUTES THE COLLECTIVE
4 BARGAINING AGREEMENT BETWEEN THE PARTIES.

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

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

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

1 BARGAINING AGREEMENT.

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

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

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

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

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

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

17 (5) A COLLECTIVE BARGAINING AGREEMENT SHALL NOT:

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

23 (b) PERMIT A COUNTY EMPLOYEE TO USE PAID TIME FOR ANY OR
24 ALL OF A SUSPENSION WHEN THE SUSPENSION WAS PROPERLY IMPOSED, IN
25 ACCORDANCE WITH APPLICABLE STANDARDS OR PROCEDURES, OR WHERE
26 A SUPERVISOR, EMPLOYER, ADMINISTRATIVE LAW JUDGE, HEARING
27 OFFICER, OR A COURT HAS FOUND A DEPRIVATION OF RIGHTS UNDER THE

1 STATE OR FEDERAL CONSTITUTION;

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

5 (I) PHYSICAL USE OF FORCE;

6 (II) DEADLY PHYSICAL FORCE;

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

8 AND

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

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

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

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

1 VALIDITY OF ANY OTHER CLAUSE OF THE COLLECTIVE BARGAINING
2 AGREEMENT.

3 (7) ANY TERM OF A COLLECTIVE BARGAINING AGREEMENT
4 REQUIRING THE APPROPRIATION OF FUNDS MUST BE SUBMITTED TO THE
5 BOARD OF COUNTY COMMISSIONERS OF THE COUNTY AT THE MEETING
6 FOLLOWING NOTIFICATION BY THE EXCLUSIVE REPRESENTATIVE TO THE
7 COUNTY THAT THE BARGAINING UNIT HAS APPROVED THE AGREEMENT IN
8 ACCORDANCE WITH THE INTERNAL PROCEDURES OF THE EXCLUSIVE
9 REPRESENTATIVE.

10 **8-3.3-114. Impasse resolution - fact finding - rules.** (1) IF AN
11 IMPASSE ARISES ON ONE OR MORE ISSUES DURING THE NEGOTIATION OF A
12 COLLECTIVE BARGAINING AGREEMENT, THE EXCLUSIVE REPRESENTATIVE
13 AND THE COUNTY SHALL ENGAGE IN THE DISPUTE RESOLUTION PROCESS
14 ESTABLISHED IN THIS SECTION OR AN ALTERNATIVE PROCEDURE
15 ESTABLISHED BY MUTUAL AGREEMENT. THE DEADLINES IN THIS SECTION
16 MAY BE EXTENDED BY MUTUAL AGREEMENT OF THE PARTIES.

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

26 (b) IF THE PARTIES CANNOT AGREE ON A MEDIATOR WITHIN SEVEN
27 CALENDAR DAYS AFTER THE REQUEST FOR MEDIATION, THE PARTIES MUST

1 REQUEST MEDIATION ASSISTANCE FROM THE FEDERAL MEDIATION AND
2 CONCILIATION SERVICE. THE PARTIES SHALL SHARE EQUALLY THE COST OF
3 MEDIATION SERVICES, IF ANY.

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

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

13 (b) THE DIRECTOR SHALL MAINTAIN A ROSTER OF QUALIFIED FACT
14 FINDERS, EACH OF WHOM MUST BE REGISTERED WITH THE FEDERAL
15 MEDIATION AND CONCILIATION SERVICE OR THE AMERICAN ARBITRATION
16 ASSOCIATION, AND SHALL REQUIRE THE PARTIES TO SELECT A FACT FINDER
17 FROM THE DIRECTOR'S ROSTER OR FROM A ROSTER OF LABOR ARBITRATORS
18 OBTAINED DIRECTLY FROM THE FEDERAL MEDIATION AND CONCILIATION
19 SERVICE OR THE AMERICAN ARBITRATION ASSOCIATION, OR ITS
20 SUCCESSOR ORGANIZATION. THE PARTIES SHALL SELECT A FACT FINDER
21 FROM A LIST OF SEVEN NAMES FROM THE ROSTER, AS DESIGNATED BY THE
22 DIRECTOR AND THE AMERICAN ARBITRATION ASSOCIATION, OR ITS
23 SUCCESSOR ORGANIZATION, OR THE FEDERAL MEDIATION AND
24 CONCILIATION SERVICE, WHICHEVER IS APPLICABLE.

25 (c) UNLESS THE PARTIES OTHERWISE AGREE, THE FACT FINDER WILL
26 MAKE A RECOMMENDATION TO ACCEPT THE FINAL OFFER OF THE
27 EXCLUSIVE REPRESENTATIVE OR THE FINAL OFFER OF THE COUNTY ON EACH

1 ISSUE IN DISPUTE.

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

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

6 (II) THE INTERESTS AND WELFARE OF THE PUBLIC;

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

12 (IV) THE STIPULATIONS OF THE PARTIES;

13 (V) THE LAWFUL AUTHORITY OF THE COUNTY;

14 (VI) CHANGES IN THE COST OF LIVING; AND

15 (VII) OTHER FACTORS THAT ARE NORMALLY OR TRADITIONALLY
16 TAKEN INTO CONSIDERATION IN THE DETERMINATION OF COMPENSATION,
17 HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT THROUGH
18 VOLUNTARY COLLECTIVE BARGAINING, INTEREST ARBITRATION, OR
19 OTHERWISE BETWEEN PARTIES IN PUBLIC AND PRIVATE EMPLOYMENT.

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

22 (5) THE EXCLUSIVE REPRESENTATIVE SHALL APPROVE OR REJECT
23 THE RECOMMENDATION OF THE FACT FINDER IN ACCORDANCE WITH ITS
24 INTERNAL PROCEDURES. IF THE EXCLUSIVE REPRESENTATIVE APPROVES OF
25 THE RECOMMENDATION, THE BOARD OF COUNTY COMMISSIONERS OF THE
26 COUNTY SHALL VOTE TO ACCEPT OR REJECT THE RECOMMENDATION AT A
27 REGULAR OR SPECIAL MEETING OPEN TO THE PUBLIC IMMEDIATELY

1 FOLLOWING NOTIFICATION BY THE EXCLUSIVE REPRESENTATIVE THAT THE
2 BARGAINING UNIT HAS ACCEPTED THE RECOMMENDATION.

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

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

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

18 **8-3.3-115. Unfair labor practices.** (1) A COUNTY OR EXCLUSIVE
19 REPRESENTATIVE SHALL NOT REFUSE TO NEGOTIATE IN GOOD FAITH WITH
20 RESPECT TO WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF
21 EMPLOYMENT, INCLUDING REFUSING TO COOPERATE IN ANY IMPASSE
22 RESOLUTION PROCEDURE.

23 (2) A COUNTY, ITS REPRESENTATIVES, ITS AGENTS, OR ANYONE
24 ACTING ON BEHALF OF THE COUNTY SHALL NOT:

25 (a) DISCRIMINATE AGAINST, COERCE, INTIMIDATE, INTERFERE WITH,
26 OR IMPOSE REPRISALS AGAINST, OR THREATEN TO DISCRIMINATE AGAINST,
27 COERCE, INTIMIDATE, INTERFERE WITH, OR IMPOSE REPRISALS AGAINST,

1 ANY COUNTY EMPLOYEE FOR FORMING OR ASSISTING AN EMPLOYEE
2 ORGANIZATION OR EXPRESSING THE COUNTY EMPLOYEE'S VIEWS
3 REGARDING COUNTY EMPLOYEE REPRESENTATION OR WORKPLACE ISSUES
4 OR THE RIGHTS GRANTED TO THE COUNTY EMPLOYEE IN THIS ARTICLE 3.3;

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

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

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

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

27 (f) DENY THE RIGHTS ACCOMPANYING CERTIFICATION AS THE

1 EXCLUSIVE REPRESENTATIVE PURSUANT TO THIS ARTICLE 3.3;

2 (g) COLLECTIVELY BARGAIN IN REGARD TO MATTERS COVERED BY
3 THIS ARTICLE 3.3 WITH A COUNTY EMPLOYEE OR GROUP OF COUNTY
4 EMPLOYEES IN THE BARGAINING UNIT OR AN EMPLOYEE ORGANIZATION
5 PURPORTEDLY REPRESENTING THE COUNTY EMPLOYEES IN A BARGAINING
6 UNIT OTHER THAN THE EXCLUSIVE REPRESENTATIVE;

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

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

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

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

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

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

25 (b) THIS SUBSECTION (3) DOES NOT PROHIBIT AN EXCLUSIVE
26 REPRESENTATIVE FROM PROVIDING LEGAL, ECONOMIC, OR JOB-RELATED
27 SERVICES OR BENEFITS BEYOND THOSE ESTABLISHED IN ANY APPLICABLE

1 COLLECTIVE BARGAINING AGREEMENT EXCLUSIVELY TO ITS MEMBERS.

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

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

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

20 (I) A STRIKE;

21 (II) A WORK STOPPAGE;

22 (III) A WORK SLOWDOWN;

23 (IV) A GROUP SICK OUT; OR

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

26 (b) A CONTROVERSY CONCERNING AN ACTIVITY PROHIBITED BY
27 SUBSECTION (6)(a) OF THIS SECTION MAY BE SUBMITTED TO THE DIVISION

1 PURSUANT TO SECTION 8-3.3-106. UPON A FINDING THAT THE EXCLUSIVE
2 REPRESENTATIVE HAS VIOLATED SUBSECTION (6)(a) OF THIS SECTION, THE
3 DIRECTOR SHALL AWARD ANY APPROPRIATE RELIEF, INCLUDING
4 SANCTIONS, FINES, OR DECERTIFICATION. IF AN EXCLUSIVE
5 REPRESENTATIVE IS DECERTIFIED BY THE DIRECTOR, THE EMPLOYEE
6 ORGANIZATION MAY BEGIN THE CERTIFICATION PROCESS IN SECTION
7 8-3.3-108 AFTER ONE YEAR FROM THE DATE OF DECERTIFICATION.

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

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

16 **8-3.3-116. Existing bargaining relationships.** AN EXCLUSIVE
17 REPRESENTATIVE DEEMED CERTIFIED PURSUANT TO THIS ARTICLE 3.3 HAS
18 THE RIGHT TO COLLECTIVELY BARGAIN MATTERS NOT COVERED BY AN
19 EXISTING COLLECTIVE BARGAINING AGREEMENT NEGOTIATED PRIOR TO
20 THE EFFECTIVE DATE OF THIS ARTICLE 3.3 IF THE SUBJECTS PROPOSED FOR
21 BARGAINING WERE OUTSIDE OF THE LAWFUL SCOPE OF BARGAINING PRIOR
22 TO THE EFFECTIVE DATE OF THIS ARTICLE 3.3.

23 **SECTION 3. Appropriation.** (1) For the 2022-23 state fiscal
24 year, \$480,753 is appropriated to the department of labor and
25 employment. This appropriation is from the general fund. To implement
26 this act, the department may use this appropriation as follows:

27 (a) \$303,327 for use by division of labor standards and statistics

1 for program costs related to labor standards, which amount is based on an
2 assumption that the subdivision will require an additional 3.0 FTE; and

3 (b) \$177,426 for the purchase of legal services.

4 (2) For the 2022-23 state fiscal year, \$177,426 is appropriated to
5 the department of law. This appropriation is from reappropriated funds
6 received from the department of labor and employment under subsection
7 (1)(b) of this section and is based on an assumption that the department of
8 law will require an additional 1.0 FTE. To implement this act, the
9 department of law may use this appropriation to provide legal services for
10 the department of labor and employment.

11 **SECTION 4. Effective date.** This act takes effect JULY 1, 2023.

12 **SECTION 5. Safety clause.** The general assembly hereby finds,
13 determines, and declares that this act is necessary for the immediate
14 preservation of the public peace, health, or safety.