

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

REREVISED

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

LLS NO. 22-1056.01 Kristen Forrestal x4217

SENATE BILL 22-230

SENATE SPONSORSHIP

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Senate Committees

Business, Labor, & Technology
Appropriations

House Committees

State, Civic, Military, & Veterans Affairs
Appropriations

HOUSE
Amended 3rd Reading
May 11, 2022

HOUSE
Amended 2nd Reading
May 6, 2022

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.**

SENATE
3rd Reading Unamended
May 2, 2022

SENATE
Amended 2nd Reading
April 29, 2022

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.*

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

25 (III) THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE
26 WHERE THE STATE OR POLITICAL SUBDIVISION OF THE STATE ACQUIRES OR
27 OPERATES A MASS TRANSPORTATION SYSTEM, OR ANY CARRIER BY

1 RAILROAD, EXPRESS COMPANY, OR SLEEPING CAR COMPANY SUBJECT TO
2 THE FEDERAL "RAILWAY LABOR ACT", 45 U.S.C. SEC. 151 ET SEQ., AS
3 AMENDED;

4 (IV) A MUNICIPALITY;

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

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

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

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

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

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

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

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

27 (12) "EMPLOYEE ORGANIZATION" MEANS A NONPROFIT

1 ORGANIZATION THAT ENGAGES WITH A COUNTY CONCERNING WAGES,
2 HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT AND THAT
3 REPRESENTS OR SEEKS TO REPRESENT COUNTY EMPLOYEES IN A
4 BARGAINING UNIT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 19 (a) A SUBSTANTIAL RISK OF:
20 (I) DEATH;
21 (II) SERIOUS PERMANENT DISFIGUREMENT; OR
22 (III) PROTRACTED LOSS OR IMPAIRMENT OF THE FUNCTION OF ANY
23 PART OR ORGAN OF THE BODY; OR

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

26 (22) "SHOWING OF INTEREST" MEANS WRITTEN OR ELECTRONIC
27 DOCUMENTATION THAT PROVIDES EVIDENCE OF COUNTY EMPLOYEE

1 MEMBERSHIP OR SUPPORT FOR AN EMPLOYEE ORGANIZATION FOR
2 PURPOSES OF EXCLUSIVE REPRESENTATION. "SHOWING OF INTEREST"
3 INCLUDES ANY ELECTRONIC SIGNATURE ACCEPTABLE UNDER THE
4 "UNIFORM ELECTRONIC TRANSACTIONS ACT", ARTICLE 71.3 OF TITLE 24.

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

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

- 10 (a) SELF-ORGANIZE;
- 11 (b) FORM, JOIN, OR ASSIST AN EMPLOYEE ORGANIZATION;
- 12 (c) ENGAGE IN THE COLLECTIVE BARGAINING PROCESS AND THE
13 FORMATION OF A COLLECTIVE BARGAINING AGREEMENT THROUGH
14 REPRESENTATIVES OF THEIR OWN CHOOSING;
- 15 (d) ENGAGE IN OTHER CONCERTED ACTIVITIES FOR THE PURPOSE
16 OF COLLECTIVE BARGAINING OR OTHER MUTUAL AID OR PROTECTION; AND
- 17 (e) REFRAIN FROM ANY OR ALL CONCERTED ACTIVITIES WITHOUT
18 INTERFERENCE, CONSTRAINT, OR COERCION BY A COUNTY OR AN
19 EMPLOYEE ORGANIZATION.

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

1 CERTIFICATION OF AN EXCLUSIVE REPRESENTATIVE, THE RESTRICTIONS
2 MUST BE DETERMINED THROUGH COLLECTIVE BARGAINING.

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

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

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

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

16 (II) THE COUNTY EMPLOYEE REQUESTS REPRESENTATION.

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

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

25 (6) COUNTY EMPLOYEES HAVE THE RIGHT TO FULLY PARTICIPATE
26 IN THE POLITICAL PROCESS. COUNTY EMPLOYEES, DURING NONWORKING
27 HOURS, MAY SPEAK WITH MEMBERS OF THE PUBLIC AND THE COUNTY ON

1 ANY MATTER OF PUBLIC CONCERN, INCLUDING THE TERMS AND
2 CONDITIONS OF THEIR EMPLOYMENT, AND MAY ENGAGE IN OTHER
3 POLITICAL ACTIVITIES IN THE SAME MANNER AS OTHER RESIDENTS OF
4 COLORADO, WITHOUT DISCRIMINATION, INTIMIDATION, OR RETALIATION.

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

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

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

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

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

27 (II) THE COUNTY SHALL PROVIDE THE EXCLUSIVE REPRESENTATIVE

1 NOTICE AT LEAST TEN DAYS IN ADVANCE OF A NEW EMPLOYEE
2 ORIENTATION; EXCEPT THAT A SHORTER NOTICE MAY BE PROVIDED WHEN
3 THERE IS AN URGENT NEED, CRITICAL TO THE COUNTY'S OPERATIONS, THAT
4 WAS NOT REASONABLY FORESEEABLE.

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

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

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

24 (5) (a) THE COUNTY SHALL HONOR THE TERMS OF COUNTY
25 EMPLOYEES' AUTHORIZATIONS FOR PAYROLL DEDUCTIONS MADE IN ANY
26 FORM THAT SATISFIES THE REQUIREMENTS OF THE "UNIFORM ELECTRONIC
27 TRANSACTIONS ACT", ARTICLE 71.3 OF TITLE 24, INCLUDING WITHOUT

1 LIMITATION ELECTRONIC AUTHORIZATIONS, INCLUDING VOICE
2 AUTHORIZATIONS, THAT MEET THE REQUIREMENTS OF AN ELECTRONIC
3 SIGNATURE AS DEFINED IN SECTION 24-71.3-102 (8).

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

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

20 **8-3.3-105. Counties - rights.** (1) UNLESS OTHERWISE AGREED TO
21 BY A COUNTY IN A COLLECTIVE BARGAINING AGREEMENT, THIS ARTICLE
22 3.3 DOES NOT IMPAIR THE RIGHT AND RESPONSIBILITY OF EACH COUNTY
23 TO:

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

27 (b) ESTABLISH AND OVERSEE A BUDGET, FINANCES, AND

- 1 ACCOUNTING;
- 2 (c) DETERMINE THE UTILIZATION OF TECHNOLOGY;
- 3 (d) NEGOTIATE, PROCURE, AND ADMINISTER CONTRACTS THAT THE
- 4 COUNTY HAS LAWFUL AUTHORITY TO ENTER;
- 5 (e) MAKE, AMEND, ENFORCE, OR REVOKE REASONABLE PERSONAL
- 6 CONDUCT RULES SUBJECT TO ITS OBLIGATION TO COLLECTIVELY BARGAIN
- 7 WITH AN EXCLUSIVE REPRESENTATIVE; OR
- 8 (f) TAKE ACTIONS AS MAY BE NECESSARY TO CARRY OUT ANY
- 9 GOVERNMENT FUNCTION DURING AN EMERGENCY DECLARED BY A
- 10 COMPETENT AUTHORITY.

11 (2) NOTHING IN THIS ARTICLE 3.3 OR IN A COLLECTIVE BARGAINING

12 AGREEMENT MAY RESTRICT, DUPLICATE, OR USURP ANY RESPONSIBILITY

13 OR AUTHORITY GRANTED TO THE COUNTY COMMISSIONERS OF ANY

14 COUNTY BY THE STATE CONSTITUTION, A HOME RULE COUNTY CHARTER,

15 OR ANY OTHER STATE LAW.

16 (3) NOTHING IN THIS ARTICLE 3.3 PREVENTS A COUNTY FROM

17 CONVENING OR ENGAGING IN DISCUSSIONS WITH ANY COUNTY EMPLOYEE

18 OR GROUP OF COUNTY EMPLOYEES TO ACCOMPLISH THE RIGHTS AND

19 RESPONSIBILITIES DESCRIBED IN SUBSECTION (1) OF THIS SECTION.

20 **8-3.3-106. Director powers and duties - administration - rules**

21 **- enforcement - hearing officers.** (1) THE DIRECTOR SHALL ENFORCE,

22 INTERPRET, APPLY, AND ADMINISTER THE PROVISIONS OF THIS ARTICLE 3.3

23 THROUGH RULE-MAKING, HEARINGS, AND APPEALS, INCLUDING THE

24 ESTABLISHMENT OF PROCEDURES FOR:

25 (a) DESIGNATING APPROPRIATE BARGAINING UNITS UNDER

26 SECTION 8-3.3-110;

27 (b) SELECTING, CERTIFYING, AND DECERTIFYING EXCLUSIVE

1 REPRESENTATIVES AS PROVIDED IN THIS ARTICLE 3.3; AND

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

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

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

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

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

22 (a) APPROPRIATE ADMINISTRATIVE REMEDIES;

23 (b) ACTUAL DAMAGES RELATED TO EMPLOYEE ORGANIZATION
24 DUES;

25 (c) BACK PAY, INCLUDING BENEFITS;

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

1 VIOLATION;

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

5 (f) DECLARATORY OR INJUNCTIVE RELIEF OR PROVISIONAL
6 REMEDIES, INCLUDING TEMPORARY RESTRAINING ORDERS OR PRELIMINARY
7 INJUNCTIONS.

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

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

11 (b) ALL HEARING OFFICER DECISIONS AND ORDERS;

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

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

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

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

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

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

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

25 (7) THE DIVISION SHALL PARTNER WITH THE FEDERAL MEDIATION
26 AND CONCILIATION SERVICE TO OFFER TRAINING IN INTEREST-BASED
27 BARGAINING UPON THE MUTUAL REQUEST OF AN EMPLOYEE

1 ORGANIZATION AND A COUNTY.

2 **8-3.3-107. Judicial enforcement.** THE DIRECTOR OR ANY PARTY
3 OF INTEREST MAY REQUEST THE APPROPRIATE DISTRICT COURT TO
4 ENFORCE ORDERS ISSUED PURSUANT TO THIS ARTICLE 3.3, INCLUDING
5 THOSE FOR APPROPRIATE TEMPORARY RELIEF AND RESTRAINING ORDERS.
6 THE COURT SHALL CONSIDER THE REQUEST FOR ENFORCEMENT BASED ON
7 THE RECORD MADE BEFORE THE DIRECTOR OR HEARING OFFICER. THE
8 COURT SHALL UPHOLD THE ACTION OF THE DIRECTOR OR HEARING OFFICER
9 AND TAKE APPROPRIATE ACTION TO ENFORCE THE ACTION, UNLESS THE
10 COURT CONCLUDES THAT THE ORDER IS UNLAWFUL PURSUANT TO SECTION
11 24-4-106 (7)(b).

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

23 (b) THE SUFFICIENCY OF THE SHOWING OF INTEREST IN A
24 REPRESENTATION ELECTION _____ FOR EXCLUSIVE REPRESENTATION IS AN
25 ADMINISTRATIVE DETERMINATION MADE BY THE DIRECTOR OR THE
26 DIRECTOR'S DESIGNEE AND IS NOT SUBJECT TO CHALLENGE BY ANY
27 PERSON. THE DIRECTOR SHALL NOT DISCLOSE THE IDENTITY OF ANY

1 COUNTY EMPLOYEE WHO HAS PARTICIPATED IN THE SHOWING OF INTEREST
2 TO ANY PERSON.

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

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

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

27 **8-3.3-109. Process for employee organization certification -**

1 **intervening employee organizations - secret ballot elections - rules. (1)**

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

9

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

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

1 UNIT THAT WAS DEEMED APPROPRIATE.

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

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

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

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

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

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

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

26 (6) (a) IF AN EMPLOYEE ORGANIZATION RECEIVES A MAJORITY OF
27 BALLOTS CAST IN A SECRET BALLOT ELECTION, THE DIRECTOR SHALL

1 CERTIFY THE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE
2 REPRESENTATIVE OF ALL COUNTY EMPLOYEES IN THE APPROPRIATE
3 BARGAINING UNIT SUBJECT TO ANY VALID OBJECTIONS TO THE CONDUCT
4 OF THE ELECTION FILED IN ACCORDANCE WITH THIS ARTICLE 3.3 AND THE
5 RULES OF THE DIRECTOR.

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

18 (7) WITHIN SEVEN DAYS AFTER CERTIFICATION OF THE RESULTS OF
19 A SECRET BALLOT ELECTION, ANY PARTY MAY FILE OBJECTIONS TO THE
20 CONDUCT OF THE ELECTION OR TO CONDUCT AFFECTING THE RESULTS OF
21 THE ELECTION IN ACCORDANCE WITH RULES PROMULGATED BY THE
22 DIRECTOR. THE OBJECTIONS MUST CONTAIN A SHORT STATEMENT OF THE
23 REASONS FOR THE OBJECTIONS AND BE ACCOMPANIED BY A WRITTEN
24 OFFER OF PROOF IDENTIFYING EACH WITNESS THE PARTY WOULD CALL TO
25 TESTIFY CONCERNING THE ISSUE AND A SUMMARY OF THE WITNESS'S
26 TESTIMONY. UPON A SHOWING OF GOOD CAUSE, THE DIRECTOR MAY
27 EXTEND THE TIME FOR FILING THE OFFER OF PROOF. THE PARTY FILING THE

1 OBJECTIONS SHALL SERVE A COPY OF THE OBJECTIONS, BUT NOT THE
2 WRITTEN OFFER OF PROOF, ON EACH OF THE OTHER PARTIES TO THE CASE.
3 IF THE DIRECTOR OR A DESIGNATED HEARING OFFICER FINDS THAT
4 MISCONDUCT AFFECTED THE OUTCOME OF THE ELECTION, THE DIRECTOR
5 SHALL INVALIDATE THE ELECTION AND ORDER A SUBSEQUENT ELECTION
6 FOR THE COUNTY EMPLOYEES IN THE APPROPRIATE BARGAINING UNIT
7 WITHIN TWENTY-EIGHT DAYS AFTER THE FINDING.

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

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

12 THE DESIGNATION MUST BE DETERMINED BY:

13 (a) CONSENT OF THE PARTIES; OR

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

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

18 (a) THE DESIRES OF THE PUBLIC EMPLOYEES;

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

21 (c) THE WAGES, HOURS, AND OTHER WORKING CONDITIONS OF THE
22 PUBLIC EMPLOYEES;

23 (d) THE ADMINISTRATIVE STRUCTURE AND SIZE OF THE PUBLIC
24 EMPLOYER;

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

27 (f) OTHER FACTORS THAT ARE NORMALLY OR TRADITIONALLY

1 TAKEN INTO CONSIDERATION IN DETERMINING THE APPROPRIATENESS OF
2 BARGAINING UNITS IN THE PUBLIC SECTOR.

3 **8-3.3-111. Decertification of exclusive representative - rules.**

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

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

26 (3) IF AN EXCLUSIVE REPRESENTATIVE HAS BEEN CERTIFIED BUT NO
27 COLLECTIVE BARGAINING AGREEMENT IS IN EFFECT, THE DIRECTOR SHALL

1 NOT ACT ON A REQUEST FOR A DECERTIFICATION ELECTION EARLIER THAN
2 TWELVE MONTHS AFTER THE CERTIFICATION OF AN EMPLOYEE
3 ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE.

4 **8-3.3-112. Obligation to negotiate in good faith.** (1) THE
5 COUNTY AND THE EXCLUSIVE REPRESENTATIVE OR ITS REPRESENTATIVE
6 HAVE THE AUTHORITY AND THE OBLIGATION TO COLLECTIVELY BARGAIN
7 IN GOOD FAITH. THE OBLIGATION TO COLLECTIVELY BARGAIN IN GOOD
8 FAITH DOES NOT COMPEL EITHER PARTY TO AGREE TO A PROPOSAL OR
9 MAKE A CONCESSION.

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

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

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

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

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

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

27 (3) COLLECTIVE BARGAINING BETWEEN A SINGLE COUNTY AND AN

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

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

15 **8-3.3-113. Collective bargaining agreement - arbitration.**

16 (1) AN AGREEMENT NEGOTIATED BETWEEN AN EXCLUSIVE
17 REPRESENTATIVE AND A COUNTY, WITH THE APPROVAL OF THE BOARD OF
18 COUNTY COMMISSIONERS OF THE COUNTY, CONSTITUTES THE COLLECTIVE
19 BARGAINING AGREEMENT BETWEEN THE PARTIES.

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

25 (3) IF THERE IS AN EXISTING LAW, POLICY, ORDINANCE, OR
26 CHARTER PROVISION THAT APPLIES TO A COUNTY THAT PROVIDES
27 PROCEDURES FOR THE APPEAL OF COUNTY EMPLOYEE DISCIPLINE,

1 INCLUDING TERMINATIONS, A COUNTY EMPLOYEE MAY ELECT TO APPEAL
2 A DISCIPLINARY ACTION EITHER UNDER THE APPLICABLE APPEALS
3 PROCEDURE ESTABLISHED BY THAT LAW, POLICY, ORDINANCE, OR CHARTER
4 PROVISION OR UNDER A GRIEVANCE PROCEDURE ESTABLISHED IN A
5 COLLECTIVE BARGAINING AGREEMENT APPLICABLE TO THE COUNTY, BUT
6 NOT BOTH. A COUNTY EMPLOYEE'S ELECTION OF A REMEDY IS
7 IRREVOCABLE AND IS MADE AT THE TIME THE COUNTY EMPLOYEE TIMELY
8 FILES A WRITTEN DISCIPLINARY APPEAL UNDER THE NEGOTIATED
9 GRIEVANCE PROCEDURE OR THE PROCEDURE ESTABLISHED BY LAW, POLICY,
10 ORDINANCE, OR CHARTER PROVISION, WHICHEVER OCCURS FIRST.

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

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

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

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

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

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

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

5 (5) A COLLECTIVE BARGAINING AGREEMENT SHALL NOT:

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

11 (b) PERMIT A COUNTY EMPLOYEE TO USE PAID TIME FOR ANY OR
12 ALL OF A SUSPENSION WHEN THE SUSPENSION WAS PROPERLY IMPOSED, IN
13 ACCORDANCE WITH APPLICABLE STANDARDS OR PROCEDURES, OR WHERE
14 A SUPERVISOR, EMPLOYER, ADMINISTRATIVE LAW JUDGE, HEARING
15 OFFICER, OR A COURT HAS FOUND A DEPRIVATION OF RIGHTS UNDER THE
16 STATE OR FEDERAL CONSTITUTION;

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

20 (I) PHYSICAL USE OF FORCE;

21 (II) DEADLY PHYSICAL FORCE;

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

23 AND

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

26 (d) IMPOSE LIMITS ON THE PERIOD OF TIME DURING WHICH A
27 COUNTY EMPLOYEE MAY BE DISCIPLINED OR AN INVESTIGATION MAY

1 OCCUR FOR INCIDENTS INVOLVING PHYSICAL FORCE, INCIDENTS OF DEADLY
2 PHYSICAL FORCE, INCIDENTS THAT RESULTED IN DEATH OR SERIOUS BODILY
3 INJURY, OR INCIDENTS ALLEGING A DEPRIVATION OF AN INDIVIDUAL'S
4 RIGHTS UNDER THE STATE OR FEDERAL CONSTITUTION;

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

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

18 (7) ANY TERM OF A COLLECTIVE BARGAINING AGREEMENT
19 REQUIRING THE APPROPRIATION OF FUNDS MUST BE SUBMITTED TO THE
20 BOARD OF COUNTY COMMISSIONERS OF THE COUNTY AT THE MEETING
21 FOLLOWING NOTIFICATION BY THE EXCLUSIVE REPRESENTATIVE TO THE
22 COUNTY THAT THE BARGAINING UNIT HAS APPROVED THE AGREEMENT IN
23 ACCORDANCE WITH THE INTERNAL PROCEDURES OF THE EXCLUSIVE
24 REPRESENTATIVE.

25 **8-3.3-114. Impasse resolution - fact finding - rules.** (1) IF AN
26 IMPASSE ARISES ON ONE OR MORE ISSUES DURING THE NEGOTIATION OF A
27 COLLECTIVE BARGAINING AGREEMENT, THE EXCLUSIVE REPRESENTATIVE

1 AND THE COUNTY SHALL ENGAGE IN THE DISPUTE RESOLUTION PROCESS
2 ESTABLISHED IN THIS SECTION OR AN ALTERNATIVE PROCEDURE
3 ESTABLISHED BY MUTUAL AGREEMENT. THE DEADLINES IN THIS SECTION
4 MAY BE EXTENDED BY MUTUAL AGREEMENT OF THE PARTIES.

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

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

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

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

1 (b) THE DIRECTOR SHALL MAINTAIN A ROSTER OF QUALIFIED FACT
2 FINDERS, EACH OF WHOM MUST BE REGISTERED WITH THE FEDERAL
3 MEDIATION AND CONCILIATION SERVICE OR THE AMERICAN ARBITRATION
4 ASSOCIATION, AND SHALL REQUIRE THE PARTIES TO SELECT A FACT FINDER
5 FROM THE DIRECTOR'S ROSTER OR FROM A ROSTER OF LABOR ARBITRATORS
6 OBTAINED DIRECTLY FROM THE FEDERAL MEDIATION AND CONCILIATION
7 SERVICE OR THE AMERICAN ARBITRATION ASSOCIATION, OR ITS
8 SUCCESSOR ORGANIZATION. THE PARTIES SHALL SELECT A FACT FINDER
9 FROM A LIST OF SEVEN NAMES FROM THE ROSTER, AS DESIGNATED BY THE
10 DIRECTOR AND THE AMERICAN ARBITRATION ASSOCIATION, OR ITS
11 SUCCESSOR ORGANIZATION, OR THE FEDERAL MEDIATION AND
12 CONCILIATION SERVICE, WHICHEVER IS APPLICABLE.

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

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

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

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

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

27 (IV) THE STIPULATIONS OF THE PARTIES;

1 (V) THE LAWFUL AUTHORITY OF THE COUNTY;
2 (VI) CHANGES IN THE COST OF LIVING; AND
3 (VII) OTHER FACTORS THAT ARE NORMALLY OR TRADITIONALLY
4 TAKEN INTO CONSIDERATION IN THE DETERMINATION OF COMPENSATION,
5 HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT THROUGH
6 VOLUNTARY COLLECTIVE BARGAINING, INTEREST ARBITRATION, OR
7 OTHERWISE BETWEEN PARTIES IN PUBLIC AND PRIVATE EMPLOYMENT.

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

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

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

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

27 (7) EXCEPT FOR THE RECOMMENDATION OF A FACT FINDER, ALL

1 DOCUMENTS, PROPOSALS, AND DRAFT AND TENTATIVE AGREEMENTS
2 DRAFTED OR EXCHANGED PURSUANT TO THE PROCESS ESTABLISHED IN THIS
3 SECTION ARE PRIVILEGED, ARE NOT PUBLIC RECORDS, AND ARE NOT
4 SUBJECT TO INSPECTION PURSUANT TO THE "COLORADO OPEN RECORDS
5 ACT", PART 2 OF ARTICLE 72 OF TITLE 24.

6 **8-3.3-115. Unfair labor practices.** (1) A COUNTY OR EXCLUSIVE
7 REPRESENTATIVE SHALL NOT REFUSE TO NEGOTIATE IN GOOD FAITH WITH
8 RESPECT TO WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF
9 EMPLOYMENT, INCLUDING REFUSING TO COOPERATE IN ANY IMPASSE
10 RESOLUTION PROCEDURE.

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

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

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

1 EMPLOYEE ORGANIZATION;

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

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

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

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

17 (g) COLLECTIVELY BARGAIN IN REGARD TO MATTERS COVERED BY
18 THIS ARTICLE 3.3 WITH A COUNTY EMPLOYEE OR GROUP OF COUNTY
19 EMPLOYEES IN THE BARGAINING UNIT OR AN EMPLOYEE ORGANIZATION
20 PURPORTEDLY REPRESENTING THE COUNTY EMPLOYEES IN A BARGAINING
21 UNIT OTHER THAN THE EXCLUSIVE REPRESENTATIVE;

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

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

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

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

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

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

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

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

22 (5) THE EXPRESSION OF ANY PERSONAL VIEW, ARGUMENT, OR
23 OPINION BY AN ELECTED OFFICIAL MUST NOT BE CONSIDERED A VIOLATION
24 OF THIS SECTION UNLESS THE EXPRESSION CONTAINS A THREAT OF
25 REPRISAL OR PROMISE OF A BENEFIT OR IS MADE UNDER COERCIVE
26 CONDITIONS. REPRESENTATIVES OF COUNTIES MAY CORRECT THE RECORD
27 WITH RESPECT TO ANY FALSE OR MISLEADING STATEMENT MADE BY ANY

1 PERSON, PUBLICIZE THE FACT OF A REPRESENTATION ELECTION, AND
2 ENCOURAGE COUNTY EMPLOYEES TO EXERCISE THEIR RIGHT TO VOTE IN
3 THE ELECTION.

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

8 (I) A STRIKE;

9 (II) A WORK STOPPAGE;

10 (III) A WORK SLOWDOWN;

11 (IV) A GROUP SICK OUT; OR

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

14 (b) A CONTROVERSY CONCERNING AN ACTIVITY PROHIBITED BY
15 SUBSECTION (6)(a) OF THIS SECTION MAY BE SUBMITTED TO THE DIVISION
16 PURSUANT TO SECTION 8-3.3-106. UPON A FINDING THAT THE EXCLUSIVE
17 REPRESENTATIVE HAS VIOLATED SUBSECTION (6)(a) OF THIS SECTION, THE
18 DIRECTOR SHALL AWARD ANY APPROPRIATE RELIEF, INCLUDING
19 SANCTIONS, FINES, OR DECERTIFICATION. IF AN EXCLUSIVE
20 REPRESENTATIVE IS DECERTIFIED BY THE DIRECTOR, THE EMPLOYEE
21 ORGANIZATION MAY BEGIN THE CERTIFICATION PROCESS IN SECTION
22 8-3.3-108 AFTER ONE YEAR FROM THE DATE OF DECERTIFICATION.

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

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

4 **8-3.3-116. Existing bargaining relationships.** AN EXCLUSIVE
5 REPRESENTATIVE DEEMED CERTIFIED PURSUANT TO THIS ARTICLE 3.3 HAS
6 THE RIGHT TO COLLECTIVELY BARGAIN MATTERS NOT COVERED BY AN
7 EXISTING COLLECTIVE BARGAINING AGREEMENT NEGOTIATED PRIOR TO
8 THE EFFECTIVE DATE OF THIS ARTICLE 3.3 IF THE SUBJECTS PROPOSED FOR
9 BARGAINING WERE OUTSIDE OF THE LAWFUL SCOPE OF BARGAINING PRIOR
10 TO THE EFFECTIVE DATE OF THIS ARTICLE 3.3.

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

- 15 (a) \$266,950 for use by division of labor standards and statistics
16 for program costs related to labor standards, which amount is based on an
17 assumption that the subdivision will require an additional 2.5 FTE; and
18 (b) \$59,142 for the purchase of legal services.

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

26 **SECTION 4. Effective date.** This act takes effect July 1, 2023;
27 except that section 8-3.3-106, Colorado Revised Statutes, enacted in

1 section 2 of this act, and sections 3 through 5 of this act take effect July
2 1, 2022.

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