

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

PREAMENDED

*This Unofficial Version Includes Committee
Amendments Not Yet Adopted on Second Reading*

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

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.*

- 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;

- Permitting a public employee to use paid time for a suspension from employment;
- Permitting the expungement of disciplinary records under certain circumstances; and
- Imposing limits on the period of time for which a county employee may be disciplined for incidents of violence.

The bill describes the dispute resolution process that the exclusive representative and a county must follow if an impasse arises during the negotiation of a collective bargaining agreement.

The bill sets forth the actions taken during the collective bargaining process by a county or an exclusive representative that are unfair labor practices.

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

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

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

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

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

15 **SECTION 2.** In Colorado Revised Statutes, **add** article 3.3 to title
16 8 as follows:

17 **ARTICLE 3.3**

18 **Collective Bargaining by County Employees**

19 **8-3.3-101. Short title.** THE SHORT TITLE OF THIS ARTICLE 3.3 IS

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,
16 THROUGH ITS DESIGNATED REPRESENTATIVES, AND AN EXCLUSIVE
17 REPRESENTATIVE TO:

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

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

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

26 (3) "COLLECTIVE BARGAINING AGREEMENT" MEANS AN
27 AGREEMENT NEGOTIATED BETWEEN AN EXCLUSIVE REPRESENTATIVE AND

1 A COUNTY, INCLUDING AN AGREEMENT REACHED THROUGH AN IMPASSE
2 RESOLUTION PROCESS PURSUANT TO SECTION 8-3.3-114.

3 (4) "COMPENSATION" MEANS:

4 (a) BASE WAGE OR SALARY;

5 (b) ANY FORM OF DIRECT MONETARY PAYMENTS;

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

7 (d) PENSION PROGRAMS;

8 (e) PAID TIME OFF;

9 (f) UNIFORM AND EQUIPMENT ALLOWANCES; AND

10 (g) EXPENSE REIMBURSEMENT.

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

12 (a) REQUIRED TO DEVELOP OR PRESENT MANAGEMENT POSITIONS
13 WITH RESPECT TO EMPLOYER-EMPLOYEE RELATIONS AND WHOSE DUTIES
14 NORMALLY REQUIRE ACCESS TO CONFIDENTIAL INFORMATION AND
15 SIGNIFICANT CONTRIBUTIONS TO THE DEVELOPMENT OF THE MANAGEMENT
16 POSITIONS; OR

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

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

21 (b) "COUNTY" DOES NOT INCLUDE:

22 (I) A CITY AND COUNTY;

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

1 AMENDED;

2 (III) A MUNICIPALITY;

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

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

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

12 (7) "COUNTY EMPLOYEE" MEANS A PERSON EMPLOYED BY A
13 COUNTY, INCLUDING A PERSON WHOSE EMPLOYMENT WITH THE COUNTY
14 HAS CEASED DUE TO AN UNFAIR LABOR PRACTICE OR A DISCHARGE FOR
15 OTHER THAN JUST CAUSE.

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

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

25 **8-3.3-104. Exclusive representatives - rights.** (1) A COUNTY
26 SHALL GIVE THE EXCLUSIVE REPRESENTATIVE REASONABLE ACCESS TO
27 COUNTY EMPLOYEES AT WORK, THROUGH ELECTRONIC COMMUNICATION

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

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

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

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

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

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

25 (III) THE COUNTY AND THE EXCLUSIVE REPRESENTATIVE SHALL
26 DETERMINE THE STRUCTURE, TIME, AND MANNER OF THE EMPLOYEE
27 ORGANIZATION'S ACCESS TO COUNTY EMPLOYEES THROUGH COLLECTIVE

1 BARGAINING. THE COLLECTIVE BARGAINING AGREEMENT MUST PROVIDE
2 THE EXCLUSIVE REPRESENTATIVE ACCESS TO THE COUNTY'S EMPLOYEE
3 ORIENTATION AND ORIENTATION MATERIALS AND INFORMATION.

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

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

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

23 (b) AT THE ELECTION OF THE EXCLUSIVE REPRESENTATIVE, A
24 COUNTY EMPLOYEE'S REQUEST TO CANCEL OR CHANGE AUTHORIZATIONS
25 FOR PAYROLL DEDUCTIONS MUST BE DIRECTED TO THE EXCLUSIVE
26 REPRESENTATIVE RATHER THAN TO THE COUNTY. IN SUCH CASE, THE
27 EXCLUSIVE REPRESENTATIVE IS RESPONSIBLE FOR PROCESSING THE

1 REQUEST IN ACCORDANCE WITH THE TERMS OF THE AUTHORIZATION. AN
2 AUTHORIZATION FOR A PAYROLL DEDUCTION MAY NOT BE IRREVOCABLE
3 FOR A PERIOD OF MORE THAN ONE YEAR.

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

12 **8-3.3-105. Counties - rights.** (1) UNLESS OTHERWISE AGREED TO
13 BY A COUNTY IN A COLLECTIVE BARGAINING AGREEMENT, THIS ARTICLE
14 3.3 DOES NOT IMPAIR THE RIGHT AND RESPONSIBILITY OF EACH COUNTY
15 TO:

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

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

21 (c) DETERMINE THE UTILIZATION OF TECHNOLOGY;

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

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

27 (f) TAKE ACTIONS AS MAY BE NECESSARY TO CARRY OUT ANY

1 GOVERNMENT FUNCTION DURING AN EMERGENCY DECLARED BY A
2 COMPETENT AUTHORITY.

3 **8-3.3-106. Director powers and duties - administration - rules**

4 **- enforcement - hearing officers.** (1) THE DIRECTOR SHALL ENFORCE,
5 INTERPRET, APPLY, AND ADMINISTER THE PROVISIONS OF THIS ARTICLE 3.3
6 THROUGH RULE-MAKING, HEARINGS, AND APPEALS, INCLUDING THE
7 ESTABLISHMENT OF PROCEDURES FOR:

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

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

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

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

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

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

1 PARTY MAY SEEK JUDICIAL REVIEW OF THE DECISION PURSUANT TO
2 SECTION 24-4-106.

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

5 (a) APPROPRIATE ADMINISTRATIVE REMEDIES;

6 (b) ACTUAL DAMAGES RELATED TO EMPLOYEE ORGANIZATION
7 DUES;

8 (c) BACK PAY, INCLUDING BENEFITS;

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

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

15 (f) DECLARATORY OR INJUNCTIVE RELIEF OR PROVISIONAL
16 REMEDIES, INCLUDING TEMPORARY RESTRAINING ORDERS OR PRELIMINARY
17 INJUNCTIONS.

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

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

21 (b) ALL HEARING OFFICER DECISIONS AND ORDERS;

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

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

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

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

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

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

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

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

12 **8-3.3-107. Judicial enforcement.** THE DIRECTOR OR ANY PARTY
13 OF INTEREST MAY REQUEST THE APPROPRIATE DISTRICT COURT TO
14 ENFORCE ORDERS ISSUED PURSUANT TO THIS ARTICLE 3.3, INCLUDING
15 THOSE FOR APPROPRIATE TEMPORARY RELIEF AND RESTRAINING ORDERS.
16 THE COURT SHALL CONSIDER THE REQUEST FOR ENFORCEMENT BASED ON
17 THE RECORD MADE BEFORE THE DIRECTOR OR HEARING OFFICER. THE
18 COURT SHALL UPHOLD THE ACTION OF THE DIRECTOR OR HEARING OFFICER
19 AND TAKE APPROPRIATE ACTION TO ENFORCE THE ACTION, UNLESS THE
20 COURT CONCLUDES THAT THE ORDER IS UNLAWFUL PURSUANT TO SECTION
21 24-4-106 (7)(b).

22 **8-3.3-108. Certification of the employee organization as the**
23 **exclusive representative - rules.** (1) (a) ON AND AFTER JANUARY 1,
24 2023, THE DIRECTOR SHALL CERTIFY AND A COUNTY SHALL RECOGNIZE AN
25 EMPLOYEE ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF A
26 BARGAINING UNIT UPON:

27 (I) A SHOWING OF MAJORITY SUPPORT THROUGH SUBMISSION BY

1 AN EMPLOYEE ORGANIZATION TO THE DIRECTOR OF A SHOWING OF
2 INTEREST DEMONSTRATING THAT MORE THAN FIFTY PERCENT OF THE
3 COUNTY EMPLOYEES IN A BARGAINING UNIT HAVE AUTHORIZED THE
4 EMPLOYEE ORGANIZATION TO REPRESENT THEM FOR THE PURPOSE OF
5 COLLECTIVE BARGAINING; OR

6 (II) A SECRET BALLOT ELECTION IN WHICH THE EMPLOYEE
7 ORGANIZATION RECEIVES MORE THAN FIFTY PERCENT OF THE VALID
8 BALLOTS CAST. AN ELECTION SHALL TAKE PLACE WHEN, IN ACCORDANCE
9 WITH RULES PROMULGATED BY THE DIRECTOR, A PETITION IS FILED BY AN
10 EMPLOYEE ORGANIZATION CONTAINING A SHOWING OF INTEREST OF AT
11 LEAST THIRTY PERCENT OF THE COUNTY EMPLOYEES IN A BARGAINING
12 UNIT.

13 (b) THE SUFFICIENCY OF THE SHOWING OF INTEREST IN A
14 REPRESENTATION ELECTION OR MAJORITY SUPPORT FOR EXCLUSIVE
15 REPRESENTATION IS AN ADMINISTRATIVE DETERMINATION MADE BY THE
16 DIRECTOR OR THE DIRECTOR'S DESIGNEE AND IS NOT SUBJECT TO
17 CHALLENGE BY ANY PERSON. THE DIRECTOR SHALL NOT DISCLOSE THE
18 IDENTITY OF ANY COUNTY EMPLOYEE WHO HAS PARTICIPATED IN THE
19 SHOWING OF INTEREST OR DEMONSTRATION OF MAJORITY SUPPORT TO ANY
20 PERSON.

21 (2) (a) THE DIRECTOR SHALL DEEM AN EMPLOYEE ORGANIZATION
22 CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE IF, ON OR BEFORE
23 JANUARY 1, 2022, A COUNTY RECOGNIZED THE EMPLOYEE ORGANIZATION
24 AS THE EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT. THE
25 EMPLOYEE ORGANIZATION MUST BE CERTIFIED AS THE EXCLUSIVE
26 REPRESENTATIVE FOR THE BARGAINING UNIT UNTIL OR UNLESS THE
27 EMPLOYEE ORGANIZATION IS DECERTIFIED AS THE EXCLUSIVE

1 REPRESENTATIVE IN ACCORDANCE WITH THIS ARTICLE 3.3.

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

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

18 **8-3.3-109. Process for employee organization certification -**
19 **intervening employee organizations - secret ballot elections - rules.**

20 (1) (a) UPON THE FILING OF A PETITION BY AN EMPLOYEE ORGANIZATION
21 SEEKING EXCLUSIVE RECOGNITION, THE DIRECTOR SHALL REQUIRE THE
22 COUNTY TO DISTRIBUTE NOTICE TO ALL COUNTY EMPLOYEES IN THE
23 APPLICABLE BARGAINING UNIT THAT MUST IDENTIFY THE PETITIONER, THE
24 BARGAINING UNIT SOUGHT BY THE PETITIONER, THE ELECTION PROCESS,
25 AND AN ADVISEMENT OF COUNTY EMPLOYEE RIGHTS UNDER SECTION
26 8-3.3-103 (1), (2), AND (3).

27 (b) IF THE PETITION FOR EXCLUSIVE RECOGNITION IS BASED ON A

1 DEMONSTRATION OF MAJORITY SUPPORT WITHOUT AN ELECTION, THE
2 COUNTY SHALL INDICATE THIS ON THE NOTICE REQUIRED BY SUBSECTION
3 (1)(a) OF THIS SECTION, AND THE DIRECTOR SHALL CERTIFY THE EMPLOYEE
4 ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE UPON VALIDATION OF
5 MAJORITY SUPPORT OF THE COUNTY EMPLOYEES, UNLESS ANOTHER
6 EMPLOYEE ORGANIZATION INTERVENES IN ACCORDANCE WITH SUBSECTION
7 (2) OF THIS SECTION. IF A PETITIONING EMPLOYEE ORGANIZATION HAS
8 SUBMITTED A SUFFICIENT SHOWING OF INTEREST TO QUALIFY AS AN
9 INTERVENER, THE DIRECTOR SHALL ORDER A SECRET BALLOT ELECTION IN
10 ACCORDANCE WITH THIS SECTION.

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

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

1 DEMONSTRATE A SUFFICIENT SHOWING OF INTEREST IN THE BARGAINING
2 UNIT THAT WAS DEEMED APPROPRIATE.

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

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

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

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

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

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

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

27 (6) (a) IF AN EMPLOYEE ORGANIZATION RECEIVES A MAJORITY OF

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

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

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

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

9 **8-3.3-110. Determination of appropriate bargaining unit.**

10 (1) THE DIRECTOR SHALL, UPON RECEIPT OF A PETITION FOR A
11 REPRESENTATION ELECTION OR PETITION FOR CERTIFICATION BASED ON A
12 DEMONSTRATION OF MAJORITY SUPPORT FILED BY AN EMPLOYEE
13 ORGANIZATION, DESIGNATE THE APPROPRIATE BARGAINING UNIT FOR
14 COLLECTIVE BARGAINING IN ACCORDANCE WITH THIS SECTION.

15 (2) (a) SUBJECT TO SUBSECTION (2)(b) OF THIS SECTION, THE
16 SEPARATE, APPROPRIATE BARGAINING UNITS FOR COUNTY EMPLOYEES
17 MUST CONSIST OF:

18 (I) COUNTY EMPLOYEES IN LABOR, SERVICE, AND TRADES
19 POSITIONS;

20 (II) COUNTY EMPLOYEES IN POSITIONS THAT ARE NONEXEMPT
21 FROM THE FEDERAL "FAIR LABOR STANDARDS ACT OF 1938", 29 U.S.C.
22 SEC. 201 ET SEQ., AS AMENDED, OTHER THAN THE POSITIONS DESCRIBED IN
23 SUBSECTIONS (2)(a)(I) AND (2)(a)(IV) OF THIS SECTION;

24 (III) COUNTY EMPLOYEES IN PUBLIC SAFETY POSITIONS, INCLUDING
25 CERTIFIED AND NONCERTIFIED DEPUTY SHERIFFS AS DESCRIBED IN SECTION
26 16-2.5-103; AND

27 (IV) COUNTY EMPLOYEES ASSIGNED TO POSITIONS IN A COUNTY

1 HUMAN OR SOCIAL SERVICES AGENCY.

2 (b) THE MINIMUM SIZE OF A BARGAINING UNIT OF COUNTY
3 EMPLOYEES IS FIFTY POSITIONS. IN DETERMINING THE POSITIONS INCLUDED
4 IN A BARGAINING UNIT TO MEET THE MINIMUM THRESHOLD, THE DIRECTOR
5 SHALL GIVE APPROPRIATE WEIGHT TO THE DESIRES OF COUNTY
6 EMPLOYEES, THE EFFECTIVENESS OF LABOR MANAGEMENT RELATIONS,
7 AND THE EFFICIENCY OF THE OPERATION OF THE COUNTY.

8 (3) THE DIRECTOR SHALL, UPON RECEIPT OF A PETITION FOR A
9 REPRESENTATION ELECTION OR PETITION FOR CERTIFICATION BASED ON
10 DEMONSTRATION OF MAJORITY SUPPORT FILED BY AN EMPLOYEE
11 ORGANIZATION, DESIGNATE THE POSITIONS IN THE APPROPRIATE
12 BARGAINING UNIT FOR COLLECTIVE BARGAINING DETERMINED PURSUANT
13 TO THIS SECTION. THE DESIGNATION MUST BE DETERMINED BY CONSENT
14 OF THE PARTIES OR BY AN ADMINISTRATIVE DETERMINATION OF THE
15 DIRECTOR.

16 **8-3.3-111. Decertification of exclusive representative - rules.**

17 (1) A COUNTY EMPLOYEE IN A BARGAINING UNIT OR AN EMPLOYEE
18 ORGANIZATION MAY INITIATE DECERTIFICATION OF THE EMPLOYEE
19 ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE UPON SUBMISSION TO
20 THE DIRECTOR OF A SHOWING OF INTEREST DEMONSTRATING THAT THIRTY
21 PERCENT OF THE COUNTY EMPLOYEES IN THE APPROPRIATE BARGAINING
22 UNIT REQUEST DECERTIFICATION OF THE EXISTING EXCLUSIVE
23 REPRESENTATIVE OR A SHOWING OF INTEREST DEMONSTRATING THAT
24 THIRTY PERCENT OF THE COUNTY EMPLOYEES IN THE BARGAINING UNIT
25 AUTHORIZE AN EMPLOYEE ORGANIZATION OTHER THAN THE EXCLUSIVE
26 REPRESENTATIVE TO REPRESENT THEM FOR PURPOSES OF COLLECTIVE
27 BARGAINING. DECERTIFICATION ELECTIONS MUST BE HELD IN A MANNER

1 SIMILAR TO CERTIFICATION ELECTIONS, AS SPECIFIED IN RULES
2 PROMULGATED BY THE DIRECTOR, SO LONG AS AN INCUMBENT EXCLUSIVE
3 REPRESENTATIVE EMPLOYEE ORGANIZATION IS NOT REQUIRED TO FILE A
4 SHOWING OF INTEREST TO BE PLACED ON THE BALLOT.

5 (2) IF THERE IS A COLLECTIVE BARGAINING AGREEMENT IN EFFECT,
6 A PETITION FOR A DECERTIFICATION ELECTION MAY BE MADE TO THE
7 DIRECTOR NO EARLIER THAN NINETY DAYS AND NO LATER THAN SIXTY
8 DAYS PRIOR TO THE EXPIRATION OF THE COLLECTIVE BARGAINING
9 AGREEMENT; EXCEPT THAT A REQUEST FOR AN ELECTION MAY BE FILED AT
10 ANY TIME AFTER THE EXPIRATION OF THE THIRD YEAR OF A COLLECTIVE
11 BARGAINING AGREEMENT THAT HAS A TERM OF MORE THAN THREE YEARS.

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

17 **8-3.3-112. Obligation to negotiate in good faith.** (1) THE
18 COUNTY AND THE EXCLUSIVE REPRESENTATIVE OR ITS REPRESENTATIVE
19 HAVE THE AUTHORITY AND THE OBLIGATION TO COLLECTIVELY BARGAIN
20 IN GOOD FAITH. THE OBLIGATION TO COLLECTIVELY BARGAIN IN GOOD
21 FAITH DOES NOT COMPEL EITHER PARTY TO AGREE TO A PROPOSAL OR
22 MAKE A CONCESSION.

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

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

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

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

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

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

13 (3) COLLECTIVE BARGAINING BETWEEN A SINGLE COUNTY AND AN
14 EMPLOYEE ORGANIZATION SERVING AS THE EXCLUSIVE REPRESENTATIVE
15 OF MORE THAN ONE BARGAINING UNIT OF COUNTY EMPLOYEES MUST BE
16 CONSOLIDATED UPON THE REQUEST OF THE COUNTY OR OF THE EMPLOYEE
17 ORGANIZATION.

18 **8-3.3-113. Collective bargaining agreement - arbitration.**

19 (1) AN AGREEMENT NEGOTIATED BETWEEN AN EXCLUSIVE
20 REPRESENTATIVE AND A COUNTY CONSTITUTES THE COLLECTIVE
21 BARGAINING AGREEMENT BETWEEN THE PARTIES.

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

27 (3) IF THERE IS AN EXISTING LAW, POLICY, ORDINANCE, OR

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

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

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

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

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

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

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

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

7 (5) A COLLECTIVE BARGAINING AGREEMENT SHALL NOT:

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

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

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

21 (I) PHYSICAL USE OF FORCE;

22 (II) DEADLY PHYSICAL FORCE;

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

24 AND

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

27 (d) IMPOSE LIMITS ON THE PERIOD OF TIME DURING WHICH A

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

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

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

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

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

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

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

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

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

26 (4) (a) IF THE PARTIES REMAIN AT AN IMPASSE FOLLOWING
27 MEDIATION, EITHER PARTY MAY REQUEST FACT FINDING IN ACCORDANCE

1 WITH RULES PROMULGATED BY THE DIRECTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 (b) DETER OR DISCOURAGE COUNTY EMPLOYEES OR COUNTY
22 EMPLOYEE APPLICANTS FROM BECOMING OR REMAINING MEMBERS OF AN
23 EMPLOYEE ORGANIZATION OR FROM AUTHORIZING PAYROLL DEDUCTIONS
24 FOR DUES OR FEES TO AN EMPLOYEE ORGANIZATION;

25 (c) USE ANY PUBLIC FUNDS OR OFFICIAL POSITION TO SUPPORT OR
26 OPPOSE AN EMPLOYEE ORGANIZATION; EXCEPT THAT THE PROVISION OF
27 ROUTINE SERVICES AND FACILITIES AND PAID TIME FOR EXCLUSIVE

1 REPRESENTATIVES MAY BE PROVIDED BY A COUNTY PURSUANT TO A
2 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY AND AN
3 EXCLUSIVE REPRESENTATIVE;

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

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

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

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

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

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

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

26 (I) INTERFERE WITH, RESTRAIN, OR COERCE A COUNTY EMPLOYEE
27 WITH RESPECT TO THE RIGHTS GRANTED IN THIS ARTICLE 3.3 OR WITH

1 RESPECT TO SELECTING AN EXCLUSIVE REPRESENTATIVE;

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

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

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

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

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

27 (6) (a) AN EXCLUSIVE REPRESENTATIVE CERTIFIED OR DEEMED

1 CERTIFIED IN ACCORDANCE WITH THIS ARTICLE 3.3 SHALL NOT THREATEN,
2 FACILITATE, SUPPORT, OR CAUSE A COUNTY EMPLOYEE TO PARTICIPATE IN
3 THE FOLLOWING:

- 4 (I) A STRIKE;
- 5 (II) A WORK STOPPAGE;
- 6 (III) A WORK SLOWDOWN;
- 7 (IV) A GROUP SICK OUT; OR
- 8 (V) AN ACTION THAT DISRUPTS, ON A WIDESPREAD BASIS, THE
9 DAY-TO-DAY FUNCTIONING OF A COUNTY.

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

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

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

27 **8-3.3-116. Existing bargaining relationships.** AN EXCLUSIVE

1 REPRESENTATIVE DEEMED CERTIFIED PURSUANT TO THIS ARTICLE 3.3 HAS
2 THE RIGHT TO COLLECTIVELY BARGAIN MATTERS NOT COVERED BY AN
3 EXISTING COLLECTIVE BARGAINING AGREEMENT NEGOTIATED PRIOR TO
4 THE EFFECTIVE DATE OF THIS ARTICLE 3.3 IF THE SUBJECTS PROPOSED FOR
5 BARGAINING WERE OUTSIDE OF THE LAWFUL SCOPE OF BARGAINING PRIOR
6 TO THE EFFECTIVE DATE OF THIS ARTICLE 3.3.

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

11 (a) \$303,327 for use by division of labor standards and statistics
12 for program costs related to labor standards, which amount is based on an
13 assumption that the subdivision will require an additional 3.0 FTE; and

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

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

22 **SECTION 4. Effective date.** This act takes effect January 1,
23 2023.

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