

**First Regular Session  
Sixty-ninth General Assembly  
STATE OF COLORADO**

**PREAMENDED**

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

LLS NO. 13-0194.01 Kristen Forrestal x4217

**SENATE BILL 13-025**

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**SENATE SPONSORSHIP**

**Tochtrop,**

**HOUSE SPONSORSHIP**

**Williams,**

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**Senate Committees**  
Business, Labor, & Technology

**House Committees**  
State, Veterans, & Military Affairs

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**A BILL FOR AN ACT**

101 **CONCERNING COLLECTIVE BARGAINING BY FIREFIGHTERS.**

**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://www.leg.state.co.us/billsummaries>.)*

The bill grants firefighters the right to:

- ! Organize, form, join, or assist an employee organization or refrain from doing so;
- ! Negotiate collectively or express a grievance through representatives of their choice;
- ! Engage in other lawful concerted activity for the purpose of collective bargaining or other mutual aid or protection;

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

SENATE  
3rd Reading Unamended  
February 5, 2013

SENATE  
Amended 2nd Reading  
February 4, 2013

and

- ! Be represented by their exclusive representative without discrimination.

An employee organization recognized or elected for collective bargaining becomes the exclusive representative of all firefighters for collective bargaining. The bill prohibits a fire department from bargaining on matters covered by the act with any other employee or group. The bill grants the exclusive representative the right to be present and express its views at the adjustment of a complaint made by a member of the bargaining unit without the intervention of the exclusive representative. An exclusive representative may have dues and other moneys deducted from the pay of firefighters who authorize the deduction.

A fire department and an exclusive representative have to bargain collectively in good faith. Any agreements negotiated between an exclusive representative and a fire department, along with any terms approved by the voters of the political subdivision of the fire department, constitute the collective bargaining agreement between the parties. The bill requires the term of a collective bargaining agreement to be for between one and 3 years unless the parties agree to negotiate and reach a voluntary agreement on all terms of a new contract. The parties have to begin collective bargaining within a specified time after the notice. An impasse is deemed to exist if the parties fail to reach a collective bargaining agreement within a specified time after the beginning of collective bargaining. A collective bargaining agreement may require all members of the bargaining unit, as a condition of employment, to pay the exclusive representative's fees and expenses in negotiating and enforcing the agreement.

If an impasse exists, the bill requires the parties to allow an arbitration organization to appoint an advisory fact finder to hold a hearing on the unresolved issues and make recommendations on which party's final offer on each issue should be accepted. The bill specifies the factors that the advisory fact finder must consider. The parties have a specified time to consider the advisory fact-finder's recommendations and conduct further negotiations. If either party rejects the recommendations, the final offers of the parties on the unresolved issues will be submitted to the voters of the political subdivision of the public employer at a special election.

The bill prohibits firefighters from striking.

Existing bargaining units, exclusive representatives, and bargaining relationships as of the effective date of the bill remain in effect unless modified by agreement or election in accordance with the bill.

Firefighters may conduct secret-ballot elections to certify or decertify an employee organization as the exclusive representative of a bargaining unit.

The bill grants a firefighter or an employee organization the right

to sue to enforce the provisions of the bill.

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

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

4 **PART 2**

5 **COLLECTIVE BARGAINING AND MEET AND CONFER**

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

8 **29-5-202. Legislative declaration.** (1) THE GENERAL ASSEMBLY  
9 HEREBY FINDS AND DECLARES THAT:

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

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

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

19 (d) THE DENIAL BY SOME PUBLIC EMPLOYERS OF THE RIGHT OF  
20 FIREFIGHTERS TO ORGANIZE AND BARGAIN COLLECTIVELY OR MEET AND  
21 CONFER LEADS TO VARIOUS FORMS OF STRIFE AND UNREST, WHICH  
22 OBSTRUCT PUBLIC SAFETY, AND WHEN THE RIGHT TO STRIKE IS DENIED,  
23 COLLECTIVE BARGAINING WITH THE POSSIBILITY TO MEET AND CONFER  
24 ARE THE APPROPRIATE COUNTERBALANCE TO PREVENT THE OBSTRUCTIONS  
25 TO PUBLIC SAFETY;

1 (e) UNRESOLVED DISPUTES BETWEEN FIREFIGHTERS AND THEIR  
2 PUBLIC EMPLOYERS HARM THE PUBLIC, THE GOVERNMENTAL AGENCIES,  
3 AND THE EMPLOYEES INVOLVED;

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

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

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

26 (I) PROTECTING THE EXERCISE BY FIREFIGHTERS OF FULL FREEDOM  
27 OF ASSOCIATION, SELF-ORGANIZATION, AND OTHER MUTUAL AID OR

1 PROTECTION WITHOUT FEAR OF INTIMIDATION OR RETALIATION;

2 (II) ENCOURAGING AND PROMOTING THE PRACTICE AND  
3 PROCEDURE OF COLLECTIVE BARGAINING;

4 (III) PROTECTING THE RIGHT OF FIREFIGHTERS TO DESIGNATE  
5 REPRESENTATIVES OF THEIR OWN CHOOSING FOR THE PURPOSE OF  
6 COLLECTIVE BARGAINING, AND PROTECTING THEIR RIGHT TO PARTICIPATE  
7 IN THE POLITICAL PROCESS WHILE OFF DUTY AND NOT IN UNIFORM, LIKE  
8 ANY OTHER CITIZEN OF THIS STATE; AND

9 (IV) IF APPROVED BY A VOTE OF THE CITIZENS OF A JURISDICTION,  
10 OBLIGATING PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS OF  
11 FIREFIGHTERS TO ENTER INTO COLLECTIVE BARGAINING WITH THE  
12 WILLINGNESS TO RESOLVE DISPUTES RELATING TO COMPENSATION, HOURS,  
13 AND THE TERMS AND CONDITIONS OF EMPLOYMENT AND TO REDUCE TO  
14 WRITING ANY AGREEMENTS REACHED THROUGH NEGOTIATIONS; AND

15 (i) COLLECTIVE BARGAINING FOR FIREFIGHTERS IS A MATTER OF  
16 STATEWIDE CONCERN THAT AFFECTS THE PUBLIC SAFETY AND GENERAL  
17 WELFARE, AS THE COLORADO SUPREME COURT HELD IN *CITY OF AURORA*  
18 *V. AURORA FIREFIGHTERS' PROTECTIVE ASSOCIATION*, 193 COLO. 437, 566  
19 P.2D 1356 (1977). THE CITIZENS OF COLORADO HAVE THE RIGHT TO  
20 EXPECT A CONSISTENTLY HIGH LEVEL OF PUBLIC SAFETY THROUGHOUT  
21 THE STATE, WHICH WILL ALLOW THE ECONOMY OF COLORADO TO GROW  
22 AND PROSPER.

23 (2) IT IS ALSO THE POLICY OF THIS STATE TO OBLIGATE PUBLIC  
24 EMPLOYERS TO MEET AND CONFER WITH THEIR FIREFIGHTERS, UPON  
25 REQUEST, TO DISCUSS SAFETY, EQUIPMENT, AND NONCOMPENSATORY  
26 MATTERS.

27 **29-5-203. Definitions.** AS USED IN THIS PART 2, UNLESS THE

1 CONTEXT OTHERWISE REQUIRES:

2 (1) "ADVISORY FACT-FINDER" MEANS THE PERSON AGREED UPON  
3 BY THE PARTIES OR APPOINTED BY THE AMERICAN ARBITRATION  
4 ASSOCIATION, ITS SUCCESSOR ORGANIZATION, OR A SIMILAR  
5 ORGANIZATION AGREED UPON BY BOTH PARTIES IN ACCORDANCE WITH  
6 SECTION 29-5-210.

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

9 (3) "COLLECTIVE BARGAINING" MEANS THE PERFORMANCE OF THE  
10 MUTUAL OBLIGATION OF A PUBLIC EMPLOYER, THROUGH ITS DESIGNATED  
11 REPRESENTATIVES, AND AN EXCLUSIVE REPRESENTATIVE TO MEET AT  
12 REASONABLE TIMES AND PLACES AND NEGOTIATE IN GOOD FAITH WITH  
13 RESPECT TO COMPENSATION, HOURS, AND TERMS AND CONDITIONS OF  
14 EMPLOYMENT, TO MEET AND NEGOTIATE IN GOOD FAITH ANY QUESTION  
15 ARISING UNDER A COLLECTIVE BARGAINING AGREEMENT, AND TO EXECUTE  
16 A WRITTEN CONTRACT INCORPORATING ANY AGREEMENTS REACHED.

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

22 (5) "COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2" MEANS  
23 ALL OF THIS PART 2; EXCEPT THAT SECTIONS 29-5-202, 29-5-203 (7), (13),  
24 AND (14); 29-5-204 (1) (a), (1) (e), (2), AND (3); 29-5-205; 29-5-211;  
25 29-5-212 (3) AND (4); 29-5-213; AND 29-5-214 SHALL APPLY TO ALL  
26 PUBLIC EMPLOYERS AND FIREFIGHTERS WITHOUT REGARD TO SECTION  
27 29-5-206.

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

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

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

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

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

1 (11) "GENERAL ELECTION" MEANS A GENERAL MUNICIPAL  
2 ELECTION, REGULAR SPECIAL DISTRICT BOARD ELECTION, STATEWIDE  
3 PRIMARY ELECTION, OR STATEWIDE GENERAL ELECTION.

4 (12) "PARTY" MEANS AN EXCLUSIVE REPRESENTATIVE OR A PUBLIC  
5 EMPLOYER.

6 (13) "PUBLIC EMPLOYER" MEANS A MUNICIPALITY, INCLUDING A  
7 HOME RULE MUNICIPALITY, SPECIAL DISTRICT, FIRE AUTHORITY, OR  
8 COUNTY IMPROVEMENT DISTRICT, THAT OFFERS FIRE PROTECTION SERVICE  
9 AND EMPLOYS TWO OR MORE FIREFIGHTERS.

10 (14) "STRIKE" MEANS THE FOLLOWING CONCERTED ACTIONS  
11 TAKEN BY MEMBERS OF A BARGAINING UNIT FOR THE PURPOSE OF  
12 INDUCING, INFLUENCING, OR COERCING A CHANGE IN THE TERMS AND  
13 CONDITIONS OF EMPLOYMENT, COMPENSATION, RIGHTS, PRIVILEGES, OR  
14 OBLIGATIONS OF EMPLOYMENT:

15 (a) FAILURE TO REPORT FOR DUTY;

16 (b) WILLFUL ABSENCE FROM A POSITION;

17 (c) STOPPING OR DELIBERATELY SLOWING WORK;

18 (d) WITHHOLDING, IN WHOLE OR IN PART, THE FULL, FAITHFUL,  
19 AND PROPER PERFORMANCE OF DUTIES OF EMPLOYMENT; OR

20 (e) INTERRUPTING THE OPERATIONS OF THE PUBLIC EMPLOYER.

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

25 (16) "TERMS AND CONDITIONS OF EMPLOYMENT" MEANS  
26 COMPENSATION, HOURS, AND ALL MATTERS AFFECTING THE EMPLOYMENT  
27 OF FIREFIGHTERS, INCLUDING ITEMS RELATED TO SAFETY, EXCEPT THE



1 BUDGET AND ORGANIZATIONAL STRUCTURE OF THE PUBLIC EMPLOYER.

2 **29-5-204. Rights of firefighters.** (1) FIREFIGHTERS HAVE THE  
3 RIGHT TO:

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

6 (b) NEGOTIATE COLLECTIVELY OR ADDRESS GRIEVANCES THROUGH  
7 REPRESENTATIVES OF THEIR OWN CHOOSING;

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

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

14 (e) FULLY PARTICIPATE IN THE POLITICAL PROCESS OF THEIR  
15 PUBLIC EMPLOYERS WHILE OFF DUTY AND NOT IN UNIFORM, INCLUDING  
16 SPEAKING WITH MEMBERS OF THE PUBLIC EMPLOYER'S GOVERNING BODY  
17 AND ENGAGING IN OTHER LEGITIMATE POLITICAL ACTIVITIES IN THE SAME  
18 MANNER AS OTHER CITIZENS OF COLORADO WITHOUT DISCRIMINATION,  
19 INTIMIDATION, OR RETALIATION.

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

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

23 **29-5-205. Obligation to meet and confer.** (1) UNLESS THE  
24 PUBLIC EMPLOYER AND ITS FIREFIGHTERS ARE ALREADY PARTY TO A  
25 COLLECTIVE BARGAINING AGREEMENT OR THE PUBLIC EMPLOYER HAS  
26 OPTED INTO THE COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2, IF  
27 REQUESTED TO DO SO BY THE FIREFIGHTERS OR THEIR EMPLOYEE

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

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

8 **29-5-206. Vote of the citizens to obligate a public employer to**  
9 **engage in collective bargaining.** (1) IF A PETITION SIGNED BY AT LEAST  
10 SEVENTY-FIVE PERCENT OF THE POTENTIAL BARGAINING UNIT ASKS THE  
11 PUBLIC EMPLOYER TO ENGAGE IN COLLECTIVE BARGAINING WITH A NAMED  
12 EMPLOYEE ORGANIZATION, THE PUBLIC EMPLOYER SHALL PLACE ON THE  
13 BALLOT AT THE NEXT GENERAL ELECTION THE FOLLOWING QUESTION FOR  
14 A YES OR NO VOTE: "SHOULD THE FIREFIGHTERS EMPLOYED BY THE [NAME  
15 OF THE PUBLIC EMPLOYER] BE COVERED BY THE "COLORADO FIREFIGHTER  
16 SAFETY ACT"?. IF A MAJORITY OF THE REGISTERED ELECTORS VOTING ON  
17 THIS QUESTION VOTE "YES", THE PUBLIC EMPLOYER IS OBLIGATED TO  
18 ENGAGE IN COLLECTIVE BARGAINING PURSUANT TO THIS PART 2, AND THE  
19 EMPLOYEE ORGANIZATION NAMED IN THE PETITION BECOMES THE  
20 EXCLUSIVE REPRESENTATIVE OF THE FIREFIGHTERS OF THAT PUBLIC  
21 EMPLOYER. IF A MAJORITY OF THE REGISTERED ELECTORS VOTING ON THIS  
22 QUESTION VOTE "NO", THE PUBLIC EMPLOYER WILL NOT BE OBLIGATED TO  
23 ENGAGE IN COLLECTIVE BARGAINING UNDER THIS PART 2, AND THE MEET  
24 AND CONFER PROCESS IN SECTION 29-5-205 WILL CONTINUE TO APPLY TO  
25 THAT PUBLIC EMPLOYER.

26 (2) IF THE ISSUE OF WHETHER THE PUBLIC EMPLOYER WILL BE  
27 COVERED BY THE COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2

1 HAS BEEN PREVIOUSLY VOTED ON, THE ISSUE MAY BE PLACED BEFORE THE  
2 VOTERS NO SOONER THAN FOUR YEARS AFTER THE ISSUE WAS LAST  
3 PREVIOUSLY VOTED UPON. IF THE COLLECTIVE BARGAINING PROVISIONS OF  
4 THIS PART 2 HAVE BEEN APPLIED TO THE PUBLIC EMPLOYER, THE BALLOT  
5 QUESTION PRESENTED IN ANY SUBSEQUENT ELECTION SHALL BE: "SHOULD  
6 THE FIREFIGHTERS EMPLOYED BY THE [NAME OF THE PUBLIC EMPLOYER]  
7 CONTINUE TO BE COVERED BY THE "COLORADO FIREFIGHTER SAFETY  
8 ACT"?".

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

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

17 **29-5-207. Employee organization as exclusive representative.**

18 (1) THE EMPLOYEE ORGANIZATION RECOGNIZED OR NAMED IN THE  
19 PETITION PURSUANT TO SECTION 29-5-206 FOR THE PURPOSE OF  
20 COLLECTIVE BARGAINING BECOMES THE EXCLUSIVE REPRESENTATIVE OF  
21 ALL FIREFIGHTERS IN THE BARGAINING UNIT FOR THE PURPOSE OF  
22 COLLECTIVE BARGAINING. THE EXCLUSIVE REPRESENTATIVE SHALL  
23 REPRESENT ALL FIREFIGHTERS IN THE BARGAINING UNIT WITHOUT  
24 DISCRIMINATION. IF AN EXCLUSIVE REPRESENTATIVE EXISTS IN A  
25 BARGAINING UNIT, A PUBLIC EMPLOYER SHALL NOT BARGAIN IN REGARD  
26 TO MATTERS COVERED BY THIS PART 2 WITH ANY FIREFIGHTER, GROUP OF  
27 FIREFIGHTERS IN THE BARGAINING UNIT, OR OTHER EMPLOYEE

1 ORGANIZATION OF FIREFIGHTERS.

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

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

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

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

16 (3) AN EMPLOYEE ORGANIZATION THAT IS AN EXCLUSIVE  
17 REPRESENTATIVE HAS THE RIGHT TO HAVE ITS DUES, INITIATION FEES,  
18 ASSESSMENTS, OR OTHER MONEYS DEDUCTED AND COLLECTED BY THE  
19 PUBLIC EMPLOYER FROM THE PAY OF THOSE FIREFIGHTERS WITHIN THE  
20 BARGAINING UNIT WHO AUTHORIZE, IN WRITING, THE DEDUCTION OF THE  
21 MONEYS. THE AUTHORIZATION IS REVOCABLE AT THE FIREFIGHTER'S  
22 WRITTEN REQUEST. THE DEDUCTIONS COMMENCE UPON THE EXCLUSIVE  
23 REPRESENTATIVE'S WRITTEN REQUEST TO THE PUBLIC EMPLOYER. THE  
24 RIGHT TO THE DEDUCTION REMAINS IN FORCE AS LONG AS THE EMPLOYEE  
25 ORGANIZATION REMAINS THE EXCLUSIVE REPRESENTATIVE FOR THE  
26 EMPLOYEES IN THE BARGAINING UNIT.

27 **29-5-208. Obligation to negotiate in good faith.** THE PUBLIC

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

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

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

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

6 (4) A COLLECTIVE BARGAINING AGREEMENT MAY CONTAIN  
7 PROVISIONS REQUIRING ALL MEMBERS OF THE BARGAINING UNIT, AS A  
8 CONDITION OF EMPLOYMENT, TO PAY NECESSARY FEES AND EXPENSES  
9 GERMANE TO COLLECTIVE BARGAINING AND ENFORCEMENT OF A  
10 COLLECTIVE BARGAINING AGREEMENT THAT ARE INCURRED BY THE  
11 EXCLUSIVE REPRESENTATIVE.

12 **29-5-210. Impasse resolution.** (1) AT ANY TIME AFTER THIRTY  
13 DAYS FROM THE START OF THE BARGAINING PROCESS, EITHER PARTY MAY  
14 DECLARE AN IMPASSE IN NEGOTIATIONS. IF AN IMPASSE IS DECLARED, AN  
15 ADVISORY FACT-FINDER MUST BE APPOINTED IN THE MANNER DESCRIBED  
16 IN SUBSECTION (2) OF THIS SECTION.

17 (2) (a) WITHIN THREE DAYS AFTER AN IMPASSE IS DECLARED, THE  
18 EXCLUSIVE REPRESENTATIVE OR THE PUBLIC EMPLOYER SHALL NOTIFY THE  
19 AMERICAN ARBITRATION ASSOCIATION, A SUCCESSOR ORGANIZATION, OR  
20 A SIMILAR ORGANIZATION AGREED UPON BY BOTH PARTIES, REFERRED TO  
21 IN THIS SECTION AS THE "ARBITRATION ORGANIZATION", AND REQUEST THE  
22 ARBITRATION ORGANIZATION TO SUBMIT SIMULTANEOUSLY TO EACH  
23 PARTY WITHIN FOURTEEN DAYS AN IDENTICAL LIST OF SEVEN PERSONS  
24 QUALIFIED TO SERVE AS AN ADVISORY FACT-FINDER. THE PARTIES MAY  
25 AGREE UPON AN ADVISORY FACT-FINDER THAT IS NOT ON THE LIST  
26 REQUESTED.

27 (b) WITHIN TEN DAYS AFTER THE ARBITRATION ORGANIZATION

1 DELIVERS THE LIST TO THE PARTIES PURSUANT TO PARAGRAPH (a) OF THIS  
2 SUBSECTION (2), EACH PARTY MAY STRIKE TWO NAMES FROM THE LIST,  
3 RANK THE REMAINING NAMES IN ORDER OF PREFERENCE, AND RETURN THE  
4 LIST TO THE ARBITRATION ORGANIZATION. IF A PARTY DOES NOT RETURN  
5 THE LIST WITHIN THE SPECIFIED TIME, ALL PERSONS NAMED IN THE LIST  
6 ARE DEEMED ACCEPTABLE TO THAT PARTY.

7 (c) WITHIN TEN DAYS AFTER THE LAST LIST IS RETURNED TO THE  
8 ARBITRATION ORGANIZATION PURSUANT TO PARAGRAPH (b) OF THIS  
9 SUBSECTION (2), OR WITHIN TEN DAYS AFTER THE TIME THE LIST MUST BE  
10 RETURNED BY THE PARTIES, WHICHEVER IS EARLIER, THE ARBITRATION  
11 ORGANIZATION SHALL APPOINT ONE ADVISORY FACT-FINDER FROM THE  
12 PERSONS WHO HAVE BEEN APPROVED ON BOTH LISTS AND SHALL NOTIFY  
13 THE PARTIES OF THE APPOINTMENT.

14 (3) THE ADVISORY FACT-FINDER SHALL HOLD A HEARING ON THE  
15 UNRESOLVED ISSUES BETWEEN THE PARTIES WITHIN THIRTY DAYS AFTER  
16 BEING APPOINTED. THE ADVISORY FACT-FINDER SHALL GIVE WRITTEN  
17 NOTICE OF THE TIME AND PLACE OF THE HEARING TO THE PARTIES NO  
18 LATER THAN TEN DAYS BEFORE THE HEARING. THE HEARING MUST BE  
19 INFORMAL, AND THE RULES OF EVIDENCE PREVAILING IN JUDICIAL  
20 PROCEEDINGS ARE NOT BINDING. THE ADVISORY FACT-FINDER MAY  
21 RECEIVE INTO EVIDENCE ANY DOCUMENTARY EVIDENCE AND OTHER  
22 INFORMATION DEEMED RELEVANT BY THE ADVISORY FACT-FINDER. THE  
23 ADVISORY FACT-FINDER MAY ADMINISTER OATHS AND REQUIRE BY  
24 SUBPOENA THE ATTENDANCE AND TESTIMONY OF WITNESSES AND THE  
25 PRODUCTION OF BOOKS, RECORDS, AND OTHER EVIDENCE RELEVANT TO  
26 THE ISSUES PRESENTED FOR DETERMINATION. IF A PERSON REFUSES TO  
27 OBEY A SUBPOENA, TAKE AN OATH, OR TESTIFY, OR IF ANY WITNESS,

1 PARTY, OR ATTORNEY IS GUILTY OF CONTEMPT WHILE IN ATTENDANCE AT  
2 A HEARING, THE ADVISORY FACT-FINDER MAY, OR THE ATTORNEY  
3 GENERAL SHALL, IF REQUESTED, INVOKE THE AID OF THE DISTRICT COURT  
4 OF THE COUNTY IN WHICH THE HEARING IS BEING HELD, AND THE COURT  
5 SHALL ISSUE AN APPROPRIATE ORDER. THE COURT MAY PUNISH A FAILURE  
6 TO OBEY THE ORDER AS CONTEMPT.

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

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

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

27 (a) THE INTERESTS AND WELFARE OF THE PUBLIC;



1 (b) THE COMPENSATION, HOURS, AND TERMS AND CONDITIONS OF  
2 EMPLOYMENT OF THE FIREFIGHTERS INVOLVED IN THE COLLECTIVE  
3 BARGAINING IN COMPARISON WITH THE COMPENSATION, HOURS, AND  
4 TERMS AND CONDITIONS OF EMPLOYMENT, INCLUDING FIREFIGHTER  
5 SAFETY ISSUES, OF OTHER FIREFIGHTERS IN COMPARABLE COMMUNITIES AS  
6 DETERMINED BY THE ADVISORY FACT-FINDER;

7 (c) STIPULATIONS OF THE PARTIES;

8 (d) THE LAWFUL AUTHORITY OF THE PUBLIC EMPLOYER;

9 (e) THE FINANCIAL ABILITY OF THE PUBLIC EMPLOYER TO MEET  
10 THE COSTS OF ANY PROPOSED SETTLEMENT;

11 (f) CHANGES IN THE COST OF LIVING; AND

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

17 (7) THE ADVISORY FACT-FINDER SHALL GIVE DUE WEIGHT TO EACH  
18 FACTOR LISTED IN SUBSECTION (6) OF THIS SECTION. IF THE ADVISORY  
19 FACT-FINDER DETERMINES THAT A FACTOR LISTED IN SUBSECTION (6) OF  
20 THIS SECTION IS NOT RELEVANT, THE ADVISORY FACT-FINDER SHALL STATE  
21 IN THE FINDINGS THE SPECIFIC REASON WHY THE FACTOR IS NOT RELEVANT  
22 TO THE ADVISORY FACT-FINDER'S DETERMINATION.

23 (8) THE EXCLUSIVE REPRESENTATIVE AND THE PUBLIC EMPLOYER  
24 SHALL EQUALLY BEAR THE COST OF THE ADVISORY FACT-FINDER AND  
25 RELATED HEARINGS.

26 (9) (a) THE PUBLIC EMPLOYER AND THE EXCLUSIVE  
27 REPRESENTATIVE HAVE FOURTEEN DAYS AFTER THE ISSUANCE OF THE

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

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

1 (10) NOTHING IN THIS PART 2 PROHIBITS OR IMPEDES A PUBLIC  
2 EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE FROM CONTINUING TO  
3 BARGAIN IN GOOD FAITH OR FROM USING THE SERVICES OF A MEDIATOR AT  
4 ANY TIME DURING COLLECTIVE BARGAINING. IF AT ANY POINT IN THE  
5 ADVISORY FACT-FINDING PROCEEDINGS THE PARTIES ARE ABLE TO  
6 CONCLUDE THE DISPUTE, OR ANY PORTION THEREOF, WITH A VOLUNTARILY  
7 REACHED AGREEMENT, THE PARTIES SHALL NOTIFY THE ADVISORY  
8 FACT-FINDER OF THE AGREEMENT, AND THE ADVISORY FACT-FINDER SHALL  
9 TERMINATE THE PROCEEDINGS OR DISCONTINUE THE CONSIDERATION OF  
10 AN ISSUE RESOLVED BY THE AGREEMENT. IF AN AGREEMENT IS REACHED  
11 AFTER A SPECIAL ELECTION HAS BEEN SCHEDULED AND THE ELECTION  
12 CANNOT BE CANCELED OR ISSUES CANNOT BE REMOVED FROM THE  
13 BALLOT, THE VOTES ON THE FINAL OFFERS OF THE PUBLIC EMPLOYER AND  
14 THE EXCLUSIVE REPRESENTATIVE SHALL NOT BE COUNTED.

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

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

26 (13) THE PUBLIC EMPLOYER SHALL MODIFY ANY ADOPTED BUDGET  
27 TO COMPLY WITH THE RESULTS OF ACCEPTED RECOMMENDATIONS FROM

1 AN ADVISORY FACT-FINDER OR OF A SPECIAL ELECTION HELD PURSUANT TO  
2 THIS SECTION.

3 **29-5-211. Strikes prohibited.** A FIREFIGHTER OR EMPLOYEE  
4 ORGANIZATION SHALL NOT STRIKE. NOTHING IN THIS SECTION LIMITS OR  
5 IMPAIRS THE RIGHT OF ANY FIREFIGHTER TO LAWFULLY EXPRESS OR  
6 COMMUNICATE A COMPLAINT OR OPINION ON ANY MATTER RELATED TO  
7 COMPENSATION, HOURS, OR TERMS AND CONDITIONS OF EMPLOYMENT.

8 **29-5-212. Existing bargaining relationships.** (1) A BARGAINING  
9 UNIT IN EXISTENCE ON THE EFFECTIVE DATE OF THIS PART 2 REMAINS THE  
10 BARGAINING UNIT UNLESS THE BARGAINING UNIT IS MODIFIED BY  
11 VOLUNTARY AGREEMENT BETWEEN THE EXCLUSIVE REPRESENTATIVE AND  
12 THE PUBLIC EMPLOYER OR AS OTHERWISE PROVIDED BY THIS PART 2.

13 (2) AN EMPLOYEE ORGANIZATION RECOGNIZED BY A PUBLIC  
14 EMPLOYER AS THE EXCLUSIVE REPRESENTATIVE FOR A BARGAINING UNIT  
15 AS OF THE EFFECTIVE DATE OF THIS PART 2 REMAINS THE EXCLUSIVE  
16 REPRESENTATIVE FOR THE BARGAINING UNIT UNTIL THE EMPLOYEE  
17 ORGANIZATION IS DECERTIFIED AS THE EXCLUSIVE REPRESENTATIVE BY  
18 VOTE OF A MAJORITY OF THE FIREFIGHTERS IN THE BARGAINING UNIT IN  
19 ACCORDANCE WITH A PROCESS ESTABLISHED BY THE PUBLIC EMPLOYER.

20 (3) (a) ALL EXISTING BARGAINING RELATIONSHIPS OF  
21 FIREFIGHTERS, WHETHER CREATED BY CHARTER, ORDINANCE,  
22 RESOLUTION, OR VOLUNTARY RECOGNITION, REMAIN IN EFFECT UNDER THE  
23 TERMS, CONDITIONS, AND PROCEDURES IN EFFECT UNLESS THE PUBLIC  
24 EMPLOYER AND EXCLUSIVE REPRESENTATIVE AGREE TO APPLY THE  
25 COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2 OR UNTIL AN  
26 ELECTION IS HELD BY PETITION OF THE EXISTING EXCLUSIVE  
27 REPRESENTATIVE PURSUANT TO SECTION 29-5-206. IF THE REGISTERED

1 ELECTORS APPROVE COVERAGE OF THE COLLECTIVE BARGAINING  
2 PROVISIONS OF THIS PART 2 TO THE PUBLIC EMPLOYER, THOSE PROVISIONS  
3 WILL APPLY TO THE BARGAINING UNIT REGARDLESS OF ANY CHARTER,  
4 ORDINANCE, RESOLUTION, OR VOLUNTARY RECOGNITION. AN ELECTION  
5 MAY NOT BE HELD UNDER SECTION 29-5-206 DURING THE TERM OF A  
6 COLLECTIVE BARGAINING AGREEMENT THAT IS IN EXISTENCE ON THE  
7 EFFECTIVE DATE OF THIS PART 2.

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

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

18 **29-5-213. Right to sue.** A FIREFIGHTER OR EMPLOYEE  
19 ORGANIZATION MAY ENFORCE ANY PROVISION OF THIS PART 2 BY FILING  
20 SUIT IN A DISTRICT COURT IN WHICHEVER VENUE IS PROPER.

21 **29-5-214. Severability.** IF ANY PROVISION OR CLAUSE OF THIS  
22 PART 2 OR THE APPLICATION TO ANY PERSON OR CIRCUMSTANCE IS HELD  
23 INVALID, THE INVALIDITY DOES NOT AFFECT OTHER PROVISIONS OR  
24 APPLICATIONS OF THIS PART 2 THAT CAN BE GIVEN EFFECT WITHOUT THE  
25 INVALID PROVISION OR APPLICATION.

26 **SECTION 2. Safety clause.** The general assembly hereby finds,

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