

SB025_L.028

HOUSE COMMITTEE OF REFERENCE AMENDMENT

Committee on State, Veterans, & Military Affairs.

SB13-025 be amended as follows:

1 Amend reengrossed bill, strike everything below the enacting clause and
2 substitute the following:

3 "SECTION 1. In Colorado Revised Statutes, **add** part 2 to article
4 5 of title 29 as follows:

5 PART 2

6 COLLECTIVE BARGAINING AND MEET AND CONFER

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

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

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

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

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

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

27 (e) UNRESOLVED DISPUTES BETWEEN FIREFIGHTERS AND THEIR
28 PUBLIC EMPLOYERS HARM THE PUBLIC, THE GOVERNMENTAL AGENCIES,
29 AND THE EMPLOYEES INVOLVED;

30 (f) EXPERIENCE HAS PROVEN THAT LEGAL PROTECTION OF THE
31 RIGHT OF FIREFIGHTERS TO ORGANIZE SAFEGUARDS PUBLIC SAFETY BY
32 REMOVING CERTAIN RECOGNIZED SOURCES OF STRIFE AND UNREST AND
33 ENCOURAGING PRACTICES FUNDAMENTAL TO THE AMICABLE RESOLUTION
34 OF DISPUTES OVER COMPENSATION, HOURS, AND TERMS AND CONDITIONS
35 OF EMPLOYMENT AND BY CREATING EQUALITY OF BARGAINING POWER
36 BETWEEN PUBLIC EMPLOYERS AND THE FIREFIGHTERS THAT THEY EMPLOY;

37 (g) THE COLORADO WILDFIRES OF 2012 DEMONSTRATE THE

1 POTENTIAL FOR LOSS OF LIFE AND PROPERTY DAMAGE ASSOCIATED WITH
2 NATURAL DISASTERS. RESPONDING TO NATURAL DISASTERS REQUIRES A
3 COORDINATED RESPONSE BY, AND THE SIGNIFICANT CONTRIBUTION OF
4 STAFFING AND RESOURCES FROM, FIRE DEPARTMENTS ALL AROUND THE
5 STATE. THE DEPARTMENTS ARE REQUIRED TO WORK CLOSELY WITH ONE
6 ANOTHER DURING THESE TIMES, WHICH DEMONSTRATES THE STATEWIDE
7 NATURE OF FIRE PROTECTION AND NATURAL DISASTER RESPONSE. MOST
8 DEPARTMENTS HAVE AUTOMATIC MUTUAL AID AGREEMENTS WITH
9 ADJACENT DEPARTMENTS THAT BLUR JURISDICTIONAL LINES EVEN
10 FURTHER. THE ABILITY TO COORDINATE AND COOPERATE IS CRITICAL TO
11 EFFECTIVE FIRE PROTECTION AND DISASTER RESPONSE IN THE STATE.

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

15 (I) PROTECTING THE EXERCISE BY FIREFIGHTERS OF FULL FREEDOM
16 OF ASSOCIATION, SELF-ORGANIZATION, AND OTHER MUTUAL AID OR
17 PROTECTION WITHOUT FEAR OF INTIMIDATION OR RETALIATION;

18 (II) ENCOURAGING AND PROMOTING THE PRACTICE AND
19 PROCEDURE OF COLLECTIVE BARGAINING;

20 (III) PROTECTING THE RIGHT OF FIREFIGHTERS TO DESIGNATE
21 REPRESENTATIVES OF THEIR OWN CHOOSING FOR THE PURPOSE OF
22 COLLECTIVE BARGAINING, AND PROTECTING THEIR RIGHT TO PARTICIPATE
23 IN THE POLITICAL PROCESS WHILE OFF DUTY AND NOT IN UNIFORM, LIKE
24 ANY OTHER CITIZEN OF THIS STATE; AND

25 (IV) IF APPROVED BY A VOTE OF THE CITIZENS OF A JURISDICTION,
26 OBLIGATING PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS OF
27 FIREFIGHTERS TO ENTER INTO COLLECTIVE BARGAINING WITH THE
28 WILLINGNESS TO RESOLVE DISPUTES RELATING TO COMPENSATION, HOURS,
29 AND THE TERMS AND CONDITIONS OF EMPLOYMENT AND TO REDUCE TO
30 WRITING ANY AGREEMENTS REACHED THROUGH NEGOTIATIONS; AND

31 (i) COLLECTIVE BARGAINING FOR FIREFIGHTERS IS A MATTER OF
32 STATEWIDE CONCERN THAT AFFECTS THE PUBLIC SAFETY AND GENERAL
33 WELFARE, AS THE COLORADO SUPREME COURT HELD IN *CITY OF AURORA*
34 *V. AURORA FIREFIGHTERS' PROTECTIVE ASSOCIATION*, 193 COLO. 437, 566
35 P.2D 1356 (1977). THE CITIZENS OF COLORADO HAVE THE RIGHT TO
36 EXPECT A CONSISTENTLY HIGH LEVEL OF PUBLIC SAFETY THROUGHOUT
37 THE STATE, WHICH WILL ALLOW THE ECONOMY OF COLORADO TO GROW
38 AND PROSPER.

39 (2) IT IS ALSO THE POLICY OF THIS STATE TO OBLIGATE PUBLIC
40 EMPLOYERS TO MEET AND CONFER WITH THEIR FIREFIGHTERS, UPON
41 REQUEST, TO DISCUSS SAFETY, EQUIPMENT, AND NONCOMPENSATORY

1 MATTERS.

2 **29-5-203. Definitions.** AS USED IN THIS PART 2, UNLESS THE
3 CONTEXT OTHERWISE REQUIRES:

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

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

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

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

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

30 (6) "COMPENSATION" MEANS BASE WAGES OR SALARY; ANY FORM
31 OF DIRECT MONETARY PAYMENTS; EMPLOYER-PAID HEALTH, ACCIDENT,
32 LIFE, AND DISABILITY INSURANCE PROGRAMS; EMPLOYER-PAID PENSION
33 PROGRAMS, INCLUDING THE AMOUNT OF PENSION AND CONTRIBUTIONS TO
34 THE EXTENT NOT CONTROLLED BY LAW; DEFERRED COMPENSATION;
35 RETIREE HEALTH PROGRAMS; PAID TIME OFF; UNIFORM AND EQUIPMENT
36 ALLOWANCES; EXPENSE REIMBURSEMENT; AND ALL ELIGIBILITY
37 CONDITIONS FOR COMPENSATION.

38 (7) "EMPLOYEE ORGANIZATION" MEANS AN ORGANIZATION THAT
39 ADMITS FIREFIGHTERS EMPLOYED BY A PUBLIC EMPLOYER TO MEMBERSHIP
40 AND REPRESENTS FIREFIGHTERS IN COLLECTIVE BARGAINING OR THE MEET
41 AND CONFER PROCESS. "EMPLOYEE ORGANIZATION" INCLUDES A PERSON



1 ACTING AS AN OFFICER, REPRESENTATIVE, OR AGENT OF AN EMPLOYEE
2 ORGANIZATION.

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

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

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

16 (11) "GENERAL ELECTION" MEANS A GENERAL MUNICIPAL
17 ELECTION, REGULAR SPECIAL DISTRICT BOARD ELECTION, STATEWIDE
18 PRIMARY ELECTION, OR STATEWIDE GENERAL ELECTION.

19 (12) "PARTY" MEANS AN EXCLUSIVE REPRESENTATIVE OR A PUBLIC
20 EMPLOYER.

21 (13) "PUBLIC EMPLOYER" MEANS A MUNICIPALITY, INCLUDING A
22 HOME RULE MUNICIPALITY, SPECIAL DISTRICT, FIRE AUTHORITY, OR
23 COUNTY IMPROVEMENT DISTRICT, THAT OFFERS FIRE PROTECTION SERVICE
24 AND EMPLOYS TWO OR MORE FIREFIGHTERS.

25 (14) "STRIKE" MEANS THE FOLLOWING CONCERTED ACTIONS
26 TAKEN BY MEMBERS OF A BARGAINING UNIT FOR THE PURPOSE OF
27 INDUCING, INFLUENCING, OR COERCING A CHANGE IN THE TERMS AND
28 CONDITIONS OF EMPLOYMENT, COMPENSATION, RIGHTS, PRIVILEGES, OR
29 OBLIGATIONS OF EMPLOYMENT:

- 30 (a) FAILURE TO REPORT FOR DUTY;
- 31 (b) WILLFUL ABSENCE FROM A POSITION;
- 32 (c) STOPPING OR DELIBERATELY SLOWING WORK;
- 33 (d) WITHHOLDING, IN WHOLE OR IN PART, THE FULL, FAITHFUL,
34 AND PROPER PERFORMANCE OF DUTIES OF EMPLOYMENT; OR
- 35 (e) INTERRUPTING THE OPERATIONS OF THE PUBLIC EMPLOYER.

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

40 (16) "TERMS AND CONDITIONS OF EMPLOYMENT" MEANS
41 COMPENSATION, HOURS, AND ALL MATTERS AFFECTING THE EMPLOYMENT



1 OF FIREFIGHTERS, INCLUDING ITEMS RELATED TO SAFETY, EXCEPT THE
2 BUDGET AND ORGANIZATIONAL STRUCTURE OF THE PUBLIC EMPLOYER.

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

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

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

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

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

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

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

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

24 **29-5-205. Obligation to meet and confer.** (1) UNLESS THE
25 PUBLIC EMPLOYER AND ITS FIREFIGHTERS ARE ALREADY PARTY TO A
26 COLLECTIVE BARGAINING AGREEMENT OR THE PUBLIC EMPLOYER HAS
27 OPTED INTO THE COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2, IF
28 REQUESTED TO DO SO BY THE FIREFIGHTERS OR THEIR EMPLOYEE
29 ORGANIZATION, A PUBLIC EMPLOYER HAS THE OBLIGATION TO MEET AND
30 CONFER WITH ITS FIREFIGHTERS OR THEIR EMPLOYEE ORGANIZATION TO
31 DISCUSS POLICIES AND OTHER MATTERS RELATING TO THEIR EMPLOYMENT,
32 INCLUDING SAFETY AND EQUIPMENT, BUT NOT INCLUDING COMPENSATION.

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

36 **29-5-206. Vote of the citizens to obligate a public employer to**
37 **engage in collective bargaining.** (1) IF A PETITION SIGNED BY AT LEAST
38 SEVENTY-FIVE PERCENT OF THE POTENTIAL BARGAINING UNIT ASKS THE
39 PUBLIC EMPLOYER TO ENGAGE IN COLLECTIVE BARGAINING WITH A NAMED
40 EMPLOYEE ORGANIZATION, THE PUBLIC EMPLOYER SHALL PLACE ON THE
41 BALLOT AT THE NEXT GENERAL ELECTION THE FOLLOWING QUESTION FOR



1 A YES OR NO VOTE: "SHOULD THE FIREFIGHTERS EMPLOYED BY THE [NAME
2 OF THE PUBLIC EMPLOYER] BE COVERED BY THE "COLORADO FIREFIGHTER
3 SAFETY ACT"?. IF A MAJORITY OF THE REGISTERED ELECTORS VOTING ON
4 THIS QUESTION VOTE "YES", THE PUBLIC EMPLOYER IS OBLIGATED TO
5 ENGAGE IN COLLECTIVE BARGAINING PURSUANT TO THIS PART 2, AND THE
6 EMPLOYEE ORGANIZATION NAMED IN THE PETITION BECOMES THE
7 EXCLUSIVE REPRESENTATIVE OF THE FIREFIGHTERS OF THAT PUBLIC
8 EMPLOYER. IF A MAJORITY OF THE REGISTERED ELECTORS VOTING ON THIS
9 QUESTION VOTE "NO", THE PUBLIC EMPLOYER WILL NOT BE OBLIGATED TO
10 ENGAGE IN COLLECTIVE BARGAINING UNDER THIS PART 2, AND THE MEET
11 AND CONFER PROCESS IN SECTION 29-5-205 WILL CONTINUE TO APPLY TO
12 THAT PUBLIC EMPLOYER.

13 (2) IF THE ISSUE OF WHETHER THE PUBLIC EMPLOYER WILL BE
14 COVERED BY THE COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2
15 HAS BEEN PREVIOUSLY VOTED ON, THE ISSUE MAY BE PLACED BEFORE THE
16 VOTERS NO SOONER THAN FOUR YEARS AFTER THE ISSUE WAS LAST
17 PREVIOUSLY VOTED UPON. IF THE COLLECTIVE BARGAINING PROVISIONS OF
18 THIS PART 2 HAVE BEEN APPLIED TO THE PUBLIC EMPLOYER, THE BALLOT
19 QUESTION PRESENTED IN ANY SUBSEQUENT ELECTION SHALL BE: "SHOULD
20 THE FIREFIGHTERS EMPLOYED BY THE [NAME OF THE PUBLIC EMPLOYER]
21 CONTINUE TO BE COVERED BY THE "COLORADO FIREFIGHTER SAFETY
22 ACT"?.

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

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

31 **29-5-207. Employee organization as exclusive representative.**

32 (1) THE EMPLOYEE ORGANIZATION RECOGNIZED OR NAMED IN THE
33 PETITION PURSUANT TO SECTION 29-5-206 FOR THE PURPOSE OF
34 COLLECTIVE BARGAINING BECOMES THE EXCLUSIVE REPRESENTATIVE OF
35 ALL FIREFIGHTERS IN THE BARGAINING UNIT FOR THE PURPOSE OF
36 COLLECTIVE BARGAINING. THE EXCLUSIVE REPRESENTATIVE SHALL
37 REPRESENT ALL FIREFIGHTERS IN THE BARGAINING UNIT WITHOUT
38 DISCRIMINATION. IF AN EXCLUSIVE REPRESENTATIVE EXISTS IN A
39 BARGAINING UNIT, A PUBLIC EMPLOYER SHALL NOT BARGAIN IN REGARD
40 TO MATTERS COVERED BY THIS PART 2 WITH ANY FIREFIGHTER, GROUP OF
41 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
28 EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE, THROUGH APPROPRIATE
29 OFFICIALS OR THEIR REPRESENTATIVES, HAVE THE AUTHORITY AND THE
30 DUTY TO BARGAIN COLLECTIVELY IN GOOD FAITH. THE OBLIGATION TO
31 BARGAIN IN GOOD FAITH DOES NOT COMPEL EITHER PARTY TO AGREE TO
32 A PROPOSAL OR MAKE A CONCESSION. THE OBLIGATION TO BARGAIN IN
33 GOOD FAITH REQUIRES, UPON REQUEST, THE EXCHANGE OF INFORMATION
34 POSSIBLY RELEVANT TO THE TERMS AND CONDITIONS OF EMPLOYMENT OF
35 THE FIREFIGHTERS OR THE INTERPRETATION OR APPLICATION OF THE
36 TERMS OF ANY COLLECTIVE BARGAINING AGREEMENT.

37 **29-5-209. Collective bargaining agreement.** (1) A COLLECTIVE
38 BARGAINING AGREEMENT ENTERED INTO PURSUANT TO THIS PART 2 IS FOR
39 A TERM OF AT LEAST ONE YEAR AND NO MORE THAN THREE YEARS,
40 BEGINNING JANUARY 1 AND ENDING DECEMBER 31, UNLESS A DIFFERENT
41 BEGINNING DATE IS AGREED TO BY THE PARTIES, RECOMMENDED BY THE

1 ADVISORY FACT-FINDER AND ACCEPTED BY THE PARTIES, OR SET AS A
2 RESULT OF A SPECIAL ELECTION.

3 (2) IF A PARTY REQUESTS COLLECTIVE BARGAINING BY SENDING
4 NOTICE TO THE OTHER PARTY, COLLECTIVE BARGAINING IS REQUIRED TO
5 TAKE PLACE NO LATER THAN JULY 15 OF THE LAST YEAR OF THE EXISTING
6 COLLECTIVE BARGAINING AGREEMENT OR, IN THE CASE OF A NEWLY
7 CERTIFIED OR RECOGNIZED EXCLUSIVE REPRESENTATIVE, BY JULY 15 OF
8 THE YEAR IN WHICH BARGAINING WILL TAKE PLACE. IF NO PARTY
9 REQUESTS BARGAINING UNDER THIS SECTION BY JULY 15 OF THE LAST
10 YEAR OF AN EXISTING COLLECTIVE BARGAINING AGREEMENT, THE
11 AGREEMENT WILL CONTINUE FOR THE NEXT CALENDAR YEAR UNLESS THE
12 PARTIES AGREE TO NEGOTIATE AND REACH A VOLUNTARY AGREEMENT ON
13 ALL TERMS OF A NEW CONTRACT.

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

19 (4) A COLLECTIVE BARGAINING AGREEMENT MAY CONTAIN
20 PROVISIONS REQUIRING ALL MEMBERS OF THE BARGAINING UNIT, AS A
21 CONDITION OF EMPLOYMENT, TO PAY NECESSARY FEES AND EXPENSES
22 GERMANE TO COLLECTIVE BARGAINING AND ENFORCEMENT OF A
23 COLLECTIVE BARGAINING AGREEMENT THAT ARE INCURRED BY THE
24 EXCLUSIVE REPRESENTATIVE.

25 **29-5-210. Impasse resolution.** (1) AT ANY TIME AFTER THIRTY
26 DAYS FROM THE START OF THE BARGAINING PROCESS, EITHER PARTY MAY
27 DECLARE AN IMPASSE IN NEGOTIATIONS. IF AN IMPASSE IS DECLARED, AN
28 ADVISORY FACT-FINDER MUST BE APPOINTED IN THE MANNER DESCRIBED
29 IN SUBSECTION (2) OF THIS SECTION.

30 (2)(a) WITHIN THREE DAYS AFTER AN IMPASSE IS DECLARED, THE
31 EXCLUSIVE REPRESENTATIVE OR THE PUBLIC EMPLOYER SHALL NOTIFY THE
32 AMERICAN ARBITRATION ASSOCIATION, A SUCCESSOR ORGANIZATION, OR
33 A SIMILAR ORGANIZATION AGREED UPON BY BOTH PARTIES, REFERRED TO
34 IN THIS SECTION AS THE "ARBITRATION ORGANIZATION", AND REQUEST THE
35 ARBITRATION ORGANIZATION TO SUBMIT SIMULTANEOUSLY TO EACH
36 PARTY WITHIN FOURTEEN DAYS AN IDENTICAL LIST OF SEVEN PERSONS
37 QUALIFIED TO SERVE AS AN ADVISORY FACT-FINDER. THE PARTIES MAY
38 AGREE UPON AN ADVISORY FACT-FINDER THAT IS NOT ON THE LIST
39 REQUESTED.

40 (b) WITHIN TEN DAYS AFTER THE ARBITRATION ORGANIZATION
41 DELIVERS THE LIST TO THE PARTIES PURSUANT TO PARAGRAPH (a) OF THIS



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

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

13 (3) THE ADVISORY FACT-FINDER SHALL HOLD A HEARING ON THE
14 UNRESOLVED ISSUES BETWEEN THE PARTIES WITHIN THIRTY DAYS AFTER
15 BEING APPOINTED. THE ADVISORY FACT-FINDER SHALL GIVE WRITTEN
16 NOTICE OF THE TIME AND PLACE OF THE HEARING TO THE PARTIES NO
17 LATER THAN TEN DAYS BEFORE THE HEARING. THE HEARING MUST BE
18 INFORMAL, AND THE RULES OF EVIDENCE PREVAILING IN JUDICIAL
19 PROCEEDINGS ARE NOT BINDING. THE ADVISORY FACT-FINDER MAY
20 RECEIVE INTO EVIDENCE ANY DOCUMENTARY EVIDENCE AND OTHER
21 INFORMATION DEEMED RELEVANT BY THE ADVISORY FACT-FINDER. THE
22 ADVISORY FACT-FINDER MAY ADMINISTER OATHS AND REQUIRE BY
23 SUBPOENA THE ATTENDANCE AND TESTIMONY OF WITNESSES AND THE
24 PRODUCTION OF BOOKS, RECORDS, AND OTHER EVIDENCE RELEVANT TO
25 THE ISSUES PRESENTED FOR DETERMINATION. IF A PERSON REFUSES TO
26 OBEY A SUBPOENA, TAKE AN OATH, OR TESTIFY, OR IF ANY WITNESS,
27 PARTY, OR ATTORNEY IS GUILTY OF CONTEMPT WHILE IN ATTENDANCE AT
28 A HEARING, THE ADVISORY FACT-FINDER MAY, OR THE ATTORNEY
29 GENERAL SHALL, IF REQUESTED, INVOKE THE AID OF THE DISTRICT COURT
30 OF THE COUNTY IN WHICH THE HEARING IS BEING HELD, AND THE COURT
31 SHALL ISSUE AN APPROPRIATE ORDER. THE COURT MAY PUNISH A FAILURE
32 TO OBEY THE ORDER AS CONTEMPT.

33 (4) THE HEARING CONDUCTED BY THE ADVISORY FACT-FINDER
34 MUST BE CONCLUDED WITHIN TEN DAYS AFTER THE HEARING BEGINS.
35 WITH NOTICE TO THE ADVISORY FACT-FINDER AT THE CONCLUSION OF THE
36 HEARING, A PARTY MAY SUBMIT A WRITTEN BRIEF TO THE ADVISORY
37 FACT-FINDER WITHIN TEN DAYS AFTER THE CONCLUSION OF THE HEARING.

38 (5) WITHIN THIRTY DAYS AFTER RECEIPT OF THE LAST WRITTEN
39 BRIEF FROM A PARTY, OR WITHIN THIRTY DAYS AFTER THE CONCLUSION OF
40 THE HEARING IF NEITHER PARTY NOTIFIED THE ADVISORY FACT-FINDER OF
41 ITS INTENT TO FILE A WRITTEN BRIEF, THE ADVISORY FACT-FINDER SHALL

1 RENDER A DECISION RECOMMENDING A PEACEFUL AND JUST SETTLEMENT
2 OF THE UNRESOLVED ISSUES BETWEEN THE EXCLUSIVE REPRESENTATIVE
3 AND THE PUBLIC EMPLOYER. THE DECISION IS LIMITED TO A
4 RECOMMENDATION OF WHICH PORTION OF THE FINAL OFFERS MADE BY
5 EACH PARTY ON EACH ISSUE IN DISPUTE SHOULD BE ACCEPTED. THE
6 DECISION MUST INCLUDE WRITTEN FINDINGS AND A WRITTEN OPINION ON
7 THE ISSUES PRESENTED. THE ADVISORY FACT-FINDER SHALL MAIL OR
8 OTHERWISE DELIVER A COPY OF THE WRITTEN DECISION TO THE EXCLUSIVE
9 REPRESENTATIVE AND THE PUBLIC EMPLOYER.

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

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

13 (b) THE COMPENSATION, HOURS, AND TERMS AND CONDITIONS OF
14 EMPLOYMENT OF THE FIREFIGHTERS INVOLVED IN THE COLLECTIVE
15 BARGAINING IN COMPARISON WITH THE COMPENSATION, HOURS, AND
16 TERMS AND CONDITIONS OF EMPLOYMENT, INCLUDING FIREFIGHTER
17 SAFETY ISSUES, OF OTHER FIREFIGHTERS IN COMPARABLE COMMUNITIES AS
18 DETERMINED BY THE ADVISORY FACT-FINDER;

19 (c) STIPULATIONS OF THE PARTIES;

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

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

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

24 (g) OTHER FACTORS THAT ARE NORMALLY OR TRADITIONALLY
25 TAKEN INTO CONSIDERATION IN THE DETERMINATION OF COMPENSATION,
26 HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT THROUGH
27 VOLUNTARY COLLECTIVE BARGAINING, INTEREST ARBITRATION, OR
28 OTHERWISE BETWEEN PARTIES IN PUBLIC OR PRIVATE EMPLOYMENT.

29 (7) THE ADVISORY FACT-FINDER SHALL GIVE DUE WEIGHT TO EACH
30 FACTOR LISTED IN SUBSECTION (6) OF THIS SECTION. IF THE ADVISORY
31 FACT-FINDER DETERMINES THAT A FACTOR LISTED IN SUBSECTION (6) OF
32 THIS SECTION IS NOT RELEVANT, THE ADVISORY FACT-FINDER SHALL STATE
33 IN THE FINDINGS THE SPECIFIC REASON WHY THE FACTOR IS NOT RELEVANT
34 TO THE ADVISORY FACT-FINDER'S DETERMINATION.

35 (8) THE EXCLUSIVE REPRESENTATIVE AND THE PUBLIC EMPLOYER
36 SHALL EQUALLY BEAR THE COST OF THE ADVISORY FACT-FINDER AND
37 RELATED HEARINGS.

38 (9) (a) THE PUBLIC EMPLOYER AND THE EXCLUSIVE
39 REPRESENTATIVE HAVE FOURTEEN DAYS AFTER THE ISSUANCE OF THE
40 ADVISORY FACT-FINDER'S DECISION TO CONSIDER THE RECOMMENDATIONS
41 AND FURTHER NEGOTIATE THE DISPUTED ISSUES. NO LATER THAN THE END



1 OF THE FOURTEEN-DAY PERIOD, THE PUBLIC EMPLOYER AND THE
2 EXCLUSIVE REPRESENTATIVE SHALL NOTIFY THE OTHER PARTY WHETHER
3 IT ACCEPTS OR REJECTS THE RECOMMENDATIONS ON EACH OF THE
4 REMAINING UNRESOLVED ISSUES. IF EITHER PARTY REJECTS ANY OF THE
5 RECOMMENDATIONS, THE FINAL OFFERS OF THE PARTIES ON ALL OF THE
6 ISSUES REMAINING UNRESOLVED SHALL BE SUBMITTED AS ALTERNATIVE
7 SINGLE MEASURES TO A VOTE OF THE REGISTERED ELECTORS OF THE
8 PUBLIC EMPLOYER AT A SPECIAL ELECTION. THE REGISTERED ELECTORS
9 SHALL SELECT EITHER THE FINAL OFFER OF THE PUBLIC EMPLOYER OR THE
10 FINAL OFFER OF THE EXCLUSIVE REPRESENTATIVE, AS PRESENTED TO THE
11 ADVISORY FACT-FINDER. ISSUES AGREED TO DURING THE FOURTEEN-DAY
12 PERIOD SPECIFIED IN THIS SUBSECTION (9) MUST NOT BE INCLUDED IN THE
13 FINAL OFFERS SUBMITTED TO THE REGISTERED ELECTORS. THE PARTY
14 THAT REFUSES TO ACCEPT THE RECOMMENDATIONS OF THE ADVISORY
15 FACT-FINDER SHALL PAY THE COST OF THE SPECIAL ELECTION. IF BOTH
16 PARTIES REFUSE TO ACCEPT THE ADVISORY FACT-FINDER'S
17 RECOMMENDATIONS, THE PUBLIC EMPLOYER AND THE EXCLUSIVE
18 REPRESENTATIVE SHALL PAY THE COST OF THE SPECIAL ELECTION
19 EQUALLY.

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

26 (10) NOTHING IN THIS PART 2 PROHIBITS OR IMPEDES A PUBLIC
27 EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE FROM CONTINUING TO
28 BARGAIN IN GOOD FAITH OR FROM USING THE SERVICES OF A MEDIATOR AT
29 ANY TIME DURING COLLECTIVE BARGAINING. IF AT ANY POINT IN THE
30 ADVISORY FACT-FINDING PROCEEDINGS THE PARTIES ARE ABLE TO
31 CONCLUDE THE DISPUTE, OR ANY PORTION THEREOF, WITH A VOLUNTARILY
32 REACHED AGREEMENT, THE PARTIES SHALL NOTIFY THE ADVISORY
33 FACT-FINDER OF THE AGREEMENT, AND THE ADVISORY FACT-FINDER SHALL
34 TERMINATE THE PROCEEDINGS OR DISCONTINUE THE CONSIDERATION OF
35 AN ISSUE RESOLVED BY THE AGREEMENT. IF AN AGREEMENT IS REACHED
36 AFTER A SPECIAL ELECTION HAS BEEN SCHEDULED AND THE ELECTION
37 CANNOT BE CANCELED OR ISSUES CANNOT BE REMOVED FROM THE
38 BALLOT, THE VOTES ON THE FINAL OFFERS OF THE PUBLIC EMPLOYER AND
39 THE EXCLUSIVE REPRESENTATIVE SHALL NOT BE COUNTED.

40 (11) DURING IMPASSE RESOLUTION PROCEEDINGS CONDUCTED
41 PURSUANT TO THIS SECTION, EXISTING COMPENSATION, HOURS, AND



1 OTHER TERMS AND CONDITIONS OF EMPLOYMENT MAY NOT BE CHANGED
2 EXCEPT BY AN AGREEMENT BETWEEN THE PUBLIC EMPLOYER AND THE
3 EXCLUSIVE REPRESENTATIVE, BUT ANY SUCH AGREEMENT MUST BE
4 WITHOUT PREJUDICE TO EITHER PARTY'S RIGHTS OR POSITION IN THE
5 ADVISORY FACT-FINDER'S HEARING. ANY CHANGES IN THE COLLECTIVE
6 BARGAINING AGREEMENT FROM THE EXPIRED AGREEMENT MUST BE
7 RETROACTIVE TO JANUARY 1 UNLESS THE PARTIES AGREE OTHERWISE.

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

10 (13) THE PUBLIC EMPLOYER SHALL MODIFY ANY ADOPTED BUDGET
11 TO COMPLY WITH THE RESULTS OF ACCEPTED RECOMMENDATIONS FROM
12 AN ADVISORY FACT-FINDER OR OF A SPECIAL ELECTION HELD PURSUANT TO
13 THIS SECTION.

14 **29-5-211. Strikes prohibited.** A FIREFIGHTER OR EMPLOYEE
15 ORGANIZATION SHALL NOT STRIKE. NOTHING IN THIS SECTION LIMITS OR
16 IMPAIRS THE RIGHT OF ANY FIREFIGHTER TO LAWFULLY EXPRESS OR
17 COMMUNICATE A COMPLAINT OR OPINION ON ANY MATTER RELATED TO
18 COMPENSATION, HOURS, OR TERMS AND CONDITIONS OF EMPLOYMENT.

19 **29-5-212. Existing bargaining relationships.** (1) A BARGAINING
20 UNIT IN EXISTENCE ON THE EFFECTIVE DATE OF THIS PART 2 REMAINS THE
21 BARGAINING UNIT UNLESS THE BARGAINING UNIT IS MODIFIED BY
22 VOLUNTARY AGREEMENT BETWEEN THE EXCLUSIVE REPRESENTATIVE AND
23 THE PUBLIC EMPLOYER OR AS OTHERWISE PROVIDED BY THIS PART 2.

24 (2) AN EMPLOYEE ORGANIZATION RECOGNIZED BY A PUBLIC
25 EMPLOYER AS THE EXCLUSIVE REPRESENTATIVE FOR A BARGAINING UNIT
26 AS OF THE EFFECTIVE DATE OF THIS PART 2 REMAINS THE EXCLUSIVE
27 REPRESENTATIVE FOR THE BARGAINING UNIT UNTIL THE EMPLOYEE
28 ORGANIZATION IS DECERTIFIED AS THE EXCLUSIVE REPRESENTATIVE BY
29 VOTE OF A MAJORITY OF THE FIREFIGHTERS IN THE BARGAINING UNIT IN
30 ACCORDANCE WITH A PROCESS ESTABLISHED BY THE PUBLIC EMPLOYER.

31 (3) (a) ALL EXISTING BARGAINING RELATIONSHIPS OF
32 FIREFIGHTERS, WHETHER CREATED BY CHARTER, ORDINANCE,
33 RESOLUTION, OR VOLUNTARY RECOGNITION, REMAIN IN EFFECT UNDER THE
34 TERMS, CONDITIONS, AND PROCEDURES IN EFFECT UNLESS THE PUBLIC
35 EMPLOYER AND EXCLUSIVE REPRESENTATIVE AGREE TO APPLY THE
36 COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2 OR UNTIL AN
37 ELECTION IS HELD BY PETITION OF THE EXISTING EXCLUSIVE
38 REPRESENTATIVE PURSUANT TO SECTION 29-5-206. IF THE REGISTERED
39 ELECTORS APPROVE COVERAGE OF THE COLLECTIVE BARGAINING
40 PROVISIONS OF THIS PART 2 TO THE PUBLIC EMPLOYER, THOSE PROVISIONS
41 WILL APPLY TO THE BARGAINING UNIT REGARDLESS OF ANY CHARTER,



1 ORDINANCE, RESOLUTION, OR VOLUNTARY RECOGNITION. AN ELECTION
2 MAY NOT BE HELD UNDER SECTION 29-5-206 DURING THE TERM OF A
3 COLLECTIVE BARGAINING AGREEMENT THAT IS IN EXISTENCE ON THE
4 EFFECTIVE DATE OF THIS PART 2.

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

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

15 **29-5-213. Right to sue.** A FIREFIGHTER OR EMPLOYEE
16 ORGANIZATION MAY ENFORCE ANY PROVISION OF THIS PART 2 BY FILING
17 SUIT IN A DISTRICT COURT IN WHICHEVER VENUE IS PROPER.

18 **29-5-214. Severability.** IF ANY PROVISION OR CLAUSE OF THIS
19 PART 2 OR THE APPLICATION TO ANY PERSON OR CIRCUMSTANCE IS HELD
20 INVALID, THE INVALIDITY DOES NOT AFFECT OTHER PROVISIONS OR
21 APPLICATIONS OF THIS PART 2 THAT CAN BE GIVEN EFFECT WITHOUT THE
22 INVALID PROVISION OR APPLICATION.

23 **SECTION 2. Safety clause.** The general assembly hereby finds,
24 determines, and declares that this act is necessary for the immediate
25 preservation of the public peace, health, and safety."

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