NOTE: The governor signed this measure on 6/5/2013.

SENATE BILL 13-025

BY SENATOR(S) Tochtrop, Carroll, Giron, Guzman, Hudak, Jones, Nicholson, Todd, Ulibarri, Morse;
also REPRESENTATIVE(S) Williams, Duran, Exum, Fields, Fischer, Ginal, Hullinghorst, Labuda, Lebsock, May, Melton, Moreno, Peniston, Pettersen, Primavera, Rosenthal, Salazar, Singer, Young, Garcia, Kagan, Lee, Ryden, Vigil.

CONCERNING COLLECTIVE BARGAINING BY FIREFIGHTERS.

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

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

PART 2
COLLECTIVE BARGAINING AND MEET AND CONFER

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

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

_____
Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.

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

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

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

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

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

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

(g) THE COLORADO WILDFIRES OF 2012 DEMONSTRATE THE POTENTIAL FOR LOSS OF LIFE AND PROPERTY DAMAGE ASSOCIATED WITH NATURAL DISASTERS. RESPONDING TO NATURAL DISASTERS REQUIRES A COORDINATED RESPONSE BY, AND THE SIGNIFICANT CONTRIBUTION OF STAFFING AND RESOURCES FROM, FIRE DEPARTMENTS ALL AROUND THE STATE. THE DEPARTMENTS ARE REQUIRED TO WORK CLOSELY WITH ONE ANOTHER DURING THESE TIMES, WHICH DEMONSTRATES THE STATEWIDE NATURE OF FIRE PROTECTION AND NATURAL DISASTER RESPONSE. MOST

DEPARTMENTS HAVE AUTOMATIC MUTUAL AID AGREEMENTS WITH ADJACENT DEPARTMENTS THAT BLUR JURISDICTIONAL LINES EVEN FURTHER. THE ABILITY TO COORDINATE AND COOPERATE IS CRITICAL TO EFFECTIVE FIRE PROTECTION AND DISASTER RESPONSE IN THE STATE.

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

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

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

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

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

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

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

MATTERS.

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

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

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

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

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

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

(6) "COMPENSATION" MEANS BASE WAGES OR SALARY; ANY FORM OF DIRECT MONETARY PAYMENTS; EMPLOYER-PAID HEALTH, ACCIDENT, LIFE, AND DISABILITY INSURANCE PROGRAMS; EMPLOYER-PAID PENSION PROGRAMS, INCLUDING THE AMOUNT OF PENSION AND CONTRIBUTIONS TO THE EXTENT NOT CONTROLLED BY LAW; DEFERRED COMPENSATION; RETIREE HEALTH PROGRAMS; PAID TIME OFF; UNIFORM AND EQUIPMENT

ALLOWANCES; EXPENSE REIMBURSEMENT; AND ALL ELIGIBILITY CONDITIONS FOR COMPENSATION.

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

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

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

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

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

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

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

(14) "STRIKE" MEANS THE FOLLOWING CONCERTED ACTIONS TAKEN BY MEMBERS OF A BARGAINING UNIT FOR THE PURPOSE OF INDUCING,

INFLUENCING, OR COERCING A CHANGE IN THE TERMS AND CONDITIONS OF EMPLOYMENT, COMPENSATION, RIGHTS, PRIVILEGES, OR OBLIGATIONS OF EMPLOYMENT:

(a) FAILURE TO REPORT FOR DUTY;

(b) WILLFUL ABSENCE FROM A POSITION;

(c) STOPPING OR DELIBERATELY SLOWING WORK;

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

(e) INTERRUPTING THE OPERATIONS OF THE PUBLIC EMPLOYER.

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

(16) "TERMS AND CONDITIONS OF EMPLOYMENT" MEANS COMPENSATION, HOURS, AND ALL MATTERS AFFECTING THE EMPLOYMENT OF FIREFIGHTERS, INCLUDING ITEMS RELATED TO SAFETY, EXCEPT THE BUDGET AND ORGANIZATIONAL STRUCTURE OF THE PUBLIC EMPLOYER.

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

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

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

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

(d) BE REPRESENTED BY AN EXCLUSIVE REPRESENTATIVE WITHOUT

DISCRIMINATION, INTIMIDATION, OR RETALIATION; AND

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

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

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

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

(2) THE OBLIGATION TO MEET AND CONFER DOES NOT INCLUDE THE OBLIGATION TO ENGAGE IN COLLECTIVE BARGAINING UNLESS APPROVED BY THE VOTERS PURSUANT TO SECTION 29-5-206. THE OBLIGATION TO MEET AND CONFER INCLUDES THE OBLIGATION TO RECOGNIZE THE EMPLOYEE ORGANIZATION THAT REQUESTS THE MEET AND CONFER PROCESS.

29-5-206. Vote of the citizens to obligate a public employer to engage in collective bargaining. (1) IF A PETITION SIGNED BY AT LEAST FIVE PERCENT OF THE NUMBER OF PERSONS WHO VOTED IN THE LAST GENERAL MUNICIPAL ELECTION, GENERAL DISTRICT ELECTION, OR THE TOTAL VOTES OF EACH PARTY'S GENERAL ELECTION IN THE CASE OF A FIRE AUTHORITY, UNLESS PETITION REQUIREMENTS ARE OTHERWISE OUTLINED BY CITY CHARTER OR LOCAL ORDINANCE, ASKS THE PUBLIC EMPLOYER TO ENGAGE IN COLLECTIVE BARGAINING WITH A NAMED EMPLOYEE ORGANIZATION, THE PUBLIC EMPLOYER SHALL PLACE ON THE BALLOT AT THE NEXT GENERAL ELECTION THE FOLLOWING QUESTION FOR A YES OR NO VOTE:

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

(2) PRIOR TO CIRCULATING THE PETITION REFERENCED IN SUBSECTION (1) OF THIS SECTION TO COLLECT THE REQUIRED NUMBER OF SIGNATURES TO PLACE THE QUESTION ON THE BALLOT, AN EMPLOYEE ORGANIZATION MUST SUBMIT TO THE PUBLIC EMPLOYER A NOTICE OF INTENT TO CIRCULATE THE PETITION THAT CONTAINS SIGNATURES FROM FIREFIGHTERS EQUAL TO AT LEAST SEVENTY-FIVE PERCENT OF THE POTENTIAL BARGAINING UNIT. THE NOTICE NEED NOT BE IN ANY PARTICULAR FORMAT.

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

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

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

(6) THE COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2 APPLY ONLY TO A PUBLIC EMPLOYER THAT EMPLOYS TWENTY-FOUR OR MORE FIREFIGHTERS.

29-5-207. Employee organization as exclusive representative. (1) THE EMPLOYEE ORGANIZATION RECOGNIZED OR NAMED IN THE PETITION PURSUANT TO SECTION 29-5-206 FOR THE PURPOSE OF COLLECTIVE BARGAINING BECOMES THE EXCLUSIVE REPRESENTATIVE OF ALL FIREFIGHTERS IN THE BARGAINING UNIT FOR THE PURPOSE OF COLLECTIVE BARGAINING. THE EXCLUSIVE REPRESENTATIVE SHALL REPRESENT ALL FIREFIGHTERS IN THE BARGAINING UNIT WITHOUT DISCRIMINATION. IF AN EXCLUSIVE REPRESENTATIVE EXISTS IN A BARGAINING UNIT, A PUBLIC EMPLOYER SHALL NOT BARGAIN IN REGARD TO MATTERS COVERED BY THIS PART 2 WITH ANY FIREFIGHTER, GROUP OF FIREFIGHTERS IN THE BARGAINING UNIT, OR OTHER EMPLOYEE ORGANIZATION OF FIREFIGHTERS.

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

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

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

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

(3) AN EMPLOYEE ORGANIZATION THAT IS AN EXCLUSIVE REPRESENTATIVE HAS THE RIGHT TO HAVE ITS DUES, INITIATION FEES,

ASSESSMENTS, OR OTHER MONEYS DEDUCTED AND COLLECTED BY THE PUBLIC EMPLOYER FROM THE PAY OF THOSE FIREFIGHTERS WITHIN THE BARGAINING UNIT WHO AUTHORIZE, IN WRITING, THE DEDUCTION OF THE MONEYS. THE AUTHORIZATION IS REVOCABLE AT THE FIREFIGHTER'S WRITTEN REQUEST. THE DEDUCTIONS COMMENCE UPON THE EXCLUSIVE REPRESENTATIVE'S WRITTEN REQUEST TO THE PUBLIC EMPLOYER. THE RIGHT TO THE DEDUCTION REMAINS IN FORCE AS LONG AS THE EMPLOYEE ORGANIZATION REMAINS THE EXCLUSIVE REPRESENTATIVE FOR THE EMPLOYEES IN THE BARGAINING UNIT.

29-5-208. Obligation to negotiate in good faith. THE PUBLIC EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE, THROUGH APPROPRIATE OFFICIALS OR THEIR REPRESENTATIVES, HAVE THE AUTHORITY AND THE DUTY TO BARGAIN COLLECTIVELY IN GOOD FAITH. THE OBLIGATION TO BARGAIN IN GOOD FAITH DOES NOT COMPEL EITHER PARTY TO AGREE TO A PROPOSAL OR MAKE A CONCESSION. THE OBLIGATION TO BARGAIN IN GOOD FAITH REQUIRES, UPON REQUEST, THE EXCHANGE OF INFORMATION POSSIBLY RELEVANT TO THE TERMS AND CONDITIONS OF EMPLOYMENT OF THE FIREFIGHTERS OR THE INTERPRETATION OR APPLICATION OF THE TERMS OF ANY COLLECTIVE BARGAINING AGREEMENT.

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

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

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

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

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

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

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

(c) WITHIN TEN DAYS AFTER THE LAST LIST IS RETURNED TO THE ARBITRATION ORGANIZATION PURSUANT TO PARAGRAPH (b) OF THIS SUBSECTION (2), OR WITHIN TEN DAYS AFTER THE TIME THE LIST MUST BE

RETURNED BY THE PARTIES, WHICHEVER IS EARLIER, THE ARBITRATION ORGANIZATION SHALL APPOINT ONE ADVISORY FACT-FINDER FROM THE PERSONS WHO HAVE BEEN APPROVED ON BOTH LISTS AND SHALL NOTIFY THE PARTIES OF THE APPOINTMENT.

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

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

(5) WITHIN THIRTY DAYS AFTER RECEIPT OF THE LAST WRITTEN BRIEF FROM A PARTY, OR WITHIN THIRTY DAYS AFTER THE CONCLUSION OF THE HEARING IF NEITHER PARTY NOTIFIED THE ADVISORY FACT-FINDER OF ITS INTENT TO FILE A WRITTEN BRIEF, THE ADVISORY FACT-FINDER SHALL RENDER A DECISION RECOMMENDING A PEACEFUL AND JUST SETTLEMENT OF THE UNRESOLVED ISSUES BETWEEN THE EXCLUSIVE REPRESENTATIVE AND THE PUBLIC EMPLOYER. THE DECISION IS LIMITED TO A RECOMMENDATION OF WHICH PORTION OF THE FINAL OFFERS MADE BY EACH PARTY ON EACH

ISSUE IN DISPUTE SHOULD BE ACCEPTED. THE DECISION MUST INCLUDE WRITTEN FINDINGS AND A WRITTEN OPINION ON THE ISSUES PRESENTED. THE ADVISORY FACT-FINDER SHALL MAIL OR OTHERWISE DELIVER A COPY OF THE WRITTEN DECISION TO THE EXCLUSIVE REPRESENTATIVE AND THE PUBLIC EMPLOYER.

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

(a) THE INTERESTS AND WELFARE OF THE PUBLIC;

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

(c) STIPULATIONS OF THE PARTIES;

(d) THE LAWFUL AUTHORITY OF THE PUBLIC EMPLOYER;

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

(f) CHANGES IN THE COST OF LIVING; AND

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

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

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

(9) (a) THE PUBLIC EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE HAVE FOURTEEN DAYS AFTER THE ISSUANCE OF THE ADVISORY FACT-FINDER'S DECISION TO CONSIDER THE RECOMMENDATIONS AND FURTHER NEGOTIATE THE DISPUTED ISSUES. NO LATER THAN THE END OF THE FOURTEEN-DAY PERIOD, THE PUBLIC EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE SHALL NOTIFY THE OTHER PARTY WHETHER IT ACCEPTS OR REJECTS THE RECOMMENDATIONS ON EACH OF THE REMAINING UNRESOLVED ISSUES. IF EITHER PARTY REJECTS ANY OF THE RECOMMENDATIONS, THE FINAL OFFERS OF THE PARTIES ON ALL OF THE ISSUES REMAINING UNRESOLVED SHALL BE SUBMITTED AS ALTERNATIVE SINGLE MEASURES TO A VOTE OF THE REGISTERED ELECTORS OF THE PUBLIC EMPLOYER AT A SPECIAL ELECTION. THE REGISTERED ELECTORS SHALL SELECT EITHER THE FINAL OFFER OF THE PUBLIC EMPLOYER OR THE FINAL OFFER OF THE EXCLUSIVE REPRESENTATIVE, AS PRESENTED TO THE ADVISORY FACT-FINDER. ISSUES AGREED TO DURING THE FOURTEEN-DAY PERIOD SPECIFIED IN THIS SUBSECTION (9) MUST NOT BE INCLUDED IN THE FINAL OFFERS SUBMITTED TO THE REGISTERED ELECTORS. THE PARTY THAT REFUSES TO ACCEPT THE RECOMMENDATIONS OF THE ADVISORY FACT-FINDER SHALL PAY THE COST OF THE SPECIAL ELECTION. IF BOTH PARTIES REFUSE TO ACCEPT THE ADVISORY FACT-FINDER'S RECOMMENDATIONS, THE PUBLIC EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE SHALL PAY THE COST OF THE SPECIAL ELECTION EQUALLY.

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

(10) NOTHING IN THIS PART 2 PROHIBITS OR IMPEDES A PUBLIC EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE FROM CONTINUING TO BARGAIN IN GOOD FAITH OR FROM USING THE SERVICES OF A MEDIATOR AT ANY TIME DURING COLLECTIVE BARGAINING. IF AT ANY POINT IN THE ADVISORY FACT-FINDING PROCEEDINGS THE PARTIES ARE ABLE TO CONCLUDE THE DISPUTE, OR ANY PORTION THEREOF, WITH A VOLUNTARILY

REACHED AGREEMENT, THE PARTIES SHALL NOTIFY THE ADVISORY FACT-FINDER OF THE AGREEMENT, AND THE ADVISORY FACT-FINDER SHALL TERMINATE THE PROCEEDINGS OR DISCONTINUE THE CONSIDERATION OF AN ISSUE RESOLVED BY THE AGREEMENT. IF AN AGREEMENT IS REACHED AFTER A SPECIAL ELECTION HAS BEEN SCHEDULED AND THE ELECTION CANNOT BE CANCELED OR ISSUES CANNOT BE REMOVED FROM THE BALLOT, THE VOTES ON THE FINAL OFFERS OF THE PUBLIC EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE SHALL NOT BE COUNTED.

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

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

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

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

29-5-212. Existing bargaining relationships. (1) THE COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2 DO NOT APPLY TO ANY HOME RULE CITY THAT HAS LANGUAGE IN ITS CHARTER ON THE EFFECTIVE DATE OF THIS PART 2 THAT PROVIDES FOR A COLLECTIVE BARGAINING PROCESS FOR FIREFIGHTERS EMPLOYED BY THE HOME RULE CITY. THIS PART 2 APPLIES TO ALL OTHER PUBLIC EMPLOYERS, INCLUDING HOME RULE CITIES WITHOUT LANGUAGE IN THEIR CHARTERS THAT ADDRESS A COLLECTIVE BARGAINING

PROCESS FOR FIREFIGHTERS.

(2) A BARGAINING UNIT IN EXISTENCE ON THE EFFECTIVE DATE OF THIS PART 2 REMAINS THE BARGAINING UNIT UNLESS THE BARGAINING UNIT IS MODIFIED BY VOLUNTARY AGREEMENT BETWEEN THE EXCLUSIVE REPRESENTATIVE AND THE PUBLIC EMPLOYER OR AS OTHERWISE PROVIDED BY THIS PART 2.

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

(4) (a) ALL EXISTING BARGAINING RELATIONSHIPS OF FIREFIGHTERS, WHETHER CREATED BY ORDINANCE, RESOLUTION, OR VOLUNTARY RECOGNITION, REMAIN IN EFFECT UNDER THE TERMS, CONDITIONS, AND PROCEDURES IN EFFECT UNLESS THE PUBLIC EMPLOYER AND EXCLUSIVE REPRESENTATIVE AGREE TO APPLY THE COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2 OR UNTIL AN ELECTION IS HELD BY PETITION PURSUANT TO SECTION 29-5-206. IF THE REGISTERED ELECTORS APPROVE COVERAGE OF THE COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2 TO THE PUBLIC EMPLOYER, THOSE PROVISIONS WILL APPLY TO THE BARGAINING UNIT REGARDLESS OF ANY CHARTER, ORDINANCE, RESOLUTION, OR VOLUNTARY RECOGNITION. AN ELECTION MAY NOT BE HELD UNDER SECTION 29-5-206 DURING THE TERM OF A COLLECTIVE BARGAINING AGREEMENT THAT IS IN EXISTENCE ON THE EFFECTIVE DATE OF THIS PART 2.

(b) IF A VOTE IS HELD PURSUANT TO PARAGRAPH (a) OF THIS SUBSECTION (4), THE TERMS, CONDITIONS, AND PROCEDURES IN THE PRIOR BARGAINING RELATIONSHIP REMAIN IN EFFECT UNTIL THE ELECTION IS COMPLETED. IF THE REGISTERED ELECTORS REJECT COVERAGE OF THE COLLECTIVE BARGAINING PROVISIONS OF THIS PART 2, ALL TERMS, CONDITIONS, AND PROCEDURES IN THE PRIOR PROCESS REMAIN IN EFFECT.

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

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

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

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

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

John P. Morse PRESIDENT OF THE SENATE	Dickey Lee Hullinghorst MAJORITY LEADER OF THE HOUSE OF REPRESENTATIVES
Cindi L. Markwell SECRETARY OF THE SENATE	Marilyn Eddins CHIEF CLERK OF THE HOUSE OF REPRESENTATIVES

APPROVED_____

John W. Hickenlooper
GOVERNOR OF THE STATE OF COLORADO