

Bill No.: 19-86
Concerning: County Employee
Collective Bargaining
Draft No. & Date: 4 - 6/24/86
Introduced: March 25, 1986
Enacted: June 24, 1986
Executive: June 30, 1986
Effective: September 29, 1986
Sunset Date: None
Ch. 70, Laws of Mont. Co., FY 86

COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND

By: Personnel Committee

AN ACT TO:

- (1) establish a framework for public employer-employee labor relations;
- (2) provide the method for designating an employee organization as the exclusive representative of public employees in the appropriate unit;
- (3) provide procedures for collective bargaining of wages, hours, and other terms and conditions of employment;
- (4) provide for the appointment of a labor relations administrator;
- (5) define the rights of employees, employee organizations, and the public employer;
- (6) prohibit certain conduct;
- (7) provide procedures for resolving differences between the public employer and employees;
- (8) generally assure uninterrupted operation of government services; and
- (9) generally provide for the establishment of County employee collective bargaining.

By amending
Chapter 33, Personnel
Section 33-11(b) and Article IV of the Montgomery County Code

By adding

Chapter 33, Personnel

~~Sections 33-63A and 33-74(d)~~, and Article VII of the
Montgomery County Code

- EXPLANATION:
- **Boldface** indicates matter that is a heading or a defined term.
 - Underlining indicates matter added to existing law.
 - [[Double Brackets]] indicate matter repealed from existing law.
 - **CAPITALS** indicate matter quoted from existing law which is added to the bill by amendment.
 - UNDERLINED CAPITALS indicate matter added to existing law by amendment to the bill.
 - ~~Strikes~~ indicate matter deleted from the bill by amendment.
 - * * * indicates existing law unaffected by the bill.

The County Council for Montgomery County, Maryland, approves the following act:

01 Sec. 1. Section 33-11(b) is amended to read as follows:

02 33-11. Classification; salary and wage plans.

03 * * *

04 (b) Uniform salary plan. [[There is hereby established for all
 05 classes of positions in the merit system a uniform salary plan entitled the
 06 "general salary schedule" which shall contain grades, salary rates and ranges
 07 for each grade. All classes of positions shall be assigned an appropriate
 08 grade under the general salary schedule by the chief administrative officer.
 09 All positions involving comparable duties, experience, responsibilities and
 10 authority shall be paid comparable salaries in accordance with the relative
 11 value of the services performed. In establishing salary rates, consideration
 12 shall be given to experience, prevailing salary rates for comparable services
 13 in both the public and private sectors, living costs, and fringe and other
 14 benefits received by the employee under the merit system. The chief
 15 administrative officer shall, subject to the approval of the county council,
 16 promulgate and from time to time amend the general salary schedule,
 17 compensation policies for overtime, pay differential and other appropriate
 18 salary and wage benefits.]]

- 19 (1) Subject to approval by the County Council, the Chief
 20 Administrative Officer must issue and periodically amend a
 21 uniform salary plan known as the "general salary schedule" for
 22 all classes of positions in the merit system.
- 23 (2) The general salary schedule must contain grades, salary rates,
 24 and salary ranges for each grade.
- 25 (3) The Chief Administrative Officer must assign an appropriate
 26 grade under the general salary schedule to all classes of
 27 positions.

- 01 (4) All positions involving comparable duties, experience,
- 02 responsibilities, and authority must be paid comparable salaries
- 03 in accordance with the relative value of the services performed.
- 04 (5) In setting salary rates, the Chief Administrative Officer must
- 05 consider experience, prevailing salary rates for comparable
- 06 services in both the public and private sectors, living costs,
- 07 and fringe and other benefits received by the employee under the
- 08 merit system.
- 09 (6) Subject to approval by the County Council, the Chief
- 10 Administrative Officer must also issue and periodically amend
- 11 compensation policies for overtime, pay differentials, and other
- 12 appropriate salary and wage benefits.
- 13 (7) Any plan, policy, or schedule issued by the Chief Administrative
- 14 Officer under this subsection is subject to the limitations in
- 15 Articles V and VII of this chapter regarding County police
- 16 department and government employees who are represented by a
- 17 certified employee organization.

19 Sec. 2. Article IV of Chapter 33 is amended to read as follows:

20 ARTICLE IV. EMPLOYER-EMPLOYEE RELATIONS

21 33-62. STATEMENT OF LEGISLATIVE INTENT.

22 THE/COUNTY/COUNCIL/HEREBY/FINDS/THAT/THE/TREND/IN/LABOR/RELATIONS

23 BETWEEN/GOVERNMENT/AND/ITS/EMPLOYEES/IS/BECOMING/SOMEWHAT/ALIGNED/WITH/THE

24 PRACTICES/OF/THE/PRIVATE/SECTOR/OF/REPRESENTATION/OF/EMPLOYEE/GROUPS/BY

25 DESIGNATED/ELECTED/EMPLOYEE/ORGANIZATIONS///THE/COUNCIL/BELIEVES/THAT

26 GOVERNMENT/SHOULD/TAKE/THE/INITIATIVE/IN/PROVIDING/A/VEHICLE/WHEREBY

27 GOVERNMENT/EMPLOYEE/REPRESENTATION/CAN/EMERGE/AND/EVOLVE/IN/A/FASHION/

01 CONSISTENT WITH BOTH THE NEEDS OF THE EMPLOYEE AND THOSE OF GOVERNMENT//THE
 02 COUNCIL FURTHER BELIEVES THAT THIS CAN BEST BE ACCOMPLISHED BY ENACTING
 03 LOCAL LEGISLATION WHICH PROVIDES FOR THE VOLUNTARY REPRESENTATION OF
 04 GOVERNMENT EMPLOYEES BY THEIR DULY DESIGNATED AND ELECTED EMPLOYEE
 05 ORGANIZATIONS//THE COUNCIL ALSO BELIEVES THAT THE EFFICIENT ADMINISTRATION
 06 OF THE COUNTY GOVERNMENT IS ENHANCED BY PROVIDING EMPLOYEES AN OPPORTUNITY
 07 TO PARTICIPATE IN THE FORMULATION AND IMPLEMENTATION OF POLICIES AND
 08 PRACTICES AFFECTING THE CONDITIONS OF THEIR EMPLOYMENT//BECAUSE THE COUNCIL
 09 BELIEVES IT IS DESIRABLE TO MINIMIZE THE PROLIFERATION OF EMPLOYEE UNITS//IT
 10 HAS LIMITED THE NUMBER OF SUCH UNITS TO SEVEN (7)//HOWEVER//THE COUNCIL
 11 WOULD CONSIDER CHANGING THAT LIMITATION AT A FUTURE DATE UPON THE
 12 RECOMMENDATION OF THE CHIEF ADMINISTRATIVE OFFICER OR AN AFFECTED GROUP OF
 13 EMPLOYEES//THE COUNCIL FURTHER STATES THAT THE ELIGIBILITY AS TO MEMBERSHIP
 14 IN AN EMPLOYEE UNIT FOR PURPOSES OF THIS MEET-AND-CONFER TYPE OF EMPLOYEE
 15 REPRESENTATION WOULD NOT NECESSARILY BE EXTENDED IN THE SAME MANNER IF
 16 AUTHORITY FOR COLLECTIVE BARGAINING WERE GRANTED//MEMBERSHIP OR
 17 NONMEMBERSHIP IN AN EMPLOYEE ORGANIZATION SHALL IN NO WAY LIMIT THE ABILITY
 18 OF AN EMPLOYEE TO OBTAIN GOVERNMENT INFORMATION TO WHICH HE/SHE WOULD
 19 NORMALLY HAVE ACCESS//NOTHING IN THIS ARTICLE SHALL RESTRICT THE ABILITY OF
 20 ANY EMPLOYEE//WHETHER MEMBER OR NONMEMBER OF AN EMPLOYEE ORGANIZATION//TO
 21 DISCUSS MATTERS CONCERNING EMPLOYEES OR EMPLOYEE GROUPS TO THE EXTENT THAT
 22 SUCH DISCUSSION DOES NOT CONFLICT WITH THE DUTIES AND RESPONSIBILITIES OF
 23 THE EMPLOYEE/

24 IN ENACTING ARTICLE VII OF THIS CHAPTER, WHICH PROVIDES THE OPPORTUNITY
 25 AND ESTABLISHES PROCEDURES FOR COLLECTIVE BARGAINING FOR MOST COUNTY MERIT
 26 SYSTEM EMPLOYEES, THE COUNTY COUNCIL CONCLUDED:

27 (1) THAT IT WOULD BE INAPPROPRIATE TO INCLUDE STATE-COUNTY MERIT SYSTEM

01 EMPLOYEES SUCH AS THOSE IN THE DEPARTMENT OF SOCIAL SERVICES AMONG
 02 THE EMPLOYEES ENTITLED TO BE REPRESENTED FOR PURPOSES OF COLLECTIVE
 03 BARGAINING UNDER ARTICLE VII; AND

04 (2) THAT STATE-COUNTY MERIT SYSTEM EMPLOYEES SHOULD CONTINUE TO BE
 05 ENTITLED TO MEET AND CONFER REPRESENTATION TO THE EXTENT THEIR
 06 SALARIES AND WORKING CONDITIONS ARE SUBJECT TO OR AFFECTED BY COUNTY
 07 POLICIES. THE COUNCIL HAS THEREFORE REVISED ARTICLE IV OF THIS
 08 CHAPTER TO ACHIEVE THIS INTENT.

09 **33-63. DEFINITIONS.**

10 FOR THE PURPOSES OF THIS ARTICLE, THE FOLLOWING WORDS AND PHRASES ~~SHALL~~
 11 HAVE THE MEANINGS ~~RESPECTIVELY ASCRIBED TO THEM BY THIS SECTION~~ INDICATED:

12 ~~(A) CERTIFICATION//THE PROCEDURE WHEREBY EMPLOYEE ORGANIZATIONS ARE/~~
 13 ~~ELECTED AND RECOGNIZED TO REPRESENT EMPLOYEE UNITS/~~

14 (1) "CERTIFICATION". THE PROCEDURE BY WHICH AN EMPLOYEE ORGANIZATION
 15 IS SELECTED AND RECOGNIZED TO REPRESENT THE EMPLOYEE UNIT.

16 ~~(B) DECERTIFICATION/~~

17 (2) "DECERTIFICATION". THE PROCEDURE BY WHICH THE CHIEF ADMINISTRATIVE
 18 OFFICER WITHDRAWS ~~COUNTY~~ COUNTY RECOGNITION OF ~~AN~~ THE EMPLOYEE
 19 ORGANIZATION WITH OR WITHOUT AN ELECTION BY THE EMPLOYEES OF ~~AN~~
 20 THE EMPLOYEE UNIT.

21 ~~(C) EMPLOYEE//ANY COUNTY MERIT SYSTEM EMPLOYEE WORKING ON/A~~
 22 ~~CONTINUOUS/FULL-TIME//CAREER OR PART-TIME//CAREER BASIS//ELIGIBLE TO BE~~
 23 ~~INCLUDED IN A UNIT OF RECOGNITION EXCEPT FOR THE FOLLOWING/~~

24 ~~(1) CONFIDENTIAL AIDES TO ELECTED OFFICIALS/~~

25 ~~(2) ALL NON-MERIT-SYSTEM EMPLOYEES/~~

26 ~~(3) ALL HEADS OF PRINCIPAL DEPARTMENTS, OFFICES AND AGENCIES/~~

27 ~~(4) DEPUTY OR ASSISTANT DEPARTMENT HEADS/~~

01 (5) EMPLOYEES/PROVIDING/DIRECT/STAFF/OR/ADMINISTRATIVE/SUPPORT/TO/THE
 02 DIRECTOR/OF/THE/DEPARTMENT,/OR/DEPUTY/OR/ASSISTANT/DIRECTORS/WITHIN/THE
 03 DIRECTOR/S/IMMEDIATE/OFFICE/

04 (6) EMPLOYEES/WHO/REPORT/DIRECTLY/TO/OR/WHOSE/IMMEDIATE/SUPERVISOR/IS
 05 THE/COUNTY/EXECUTIVE,/COUNTY/COUNCIL,/COUNTY/COUNCIL/MEMBERS/OR/THE/CHIEF
 06 ADMINISTRATIVE/OFFICER/AND/THE/PRINCIPAL/AIDES/TO/THE/FOREGOING/

07 (7) EMPLOYEES/OF/THE/OFFICE/OF/THE/COUNTY/ATTORNEY/

08 (8) EMPLOYEES/OF/THE/OFFICE/OF/MANAGEMENT/AND/BUDGET/

09 (9) EMPLOYEES/OF/THE/OFFICE/OF/EMPLOYEE/RELATIONS/

10 (10) EMPLOYEES/OF/THE/PERSONNEL/OFFICE/

11 (11) EMPLOYEES/OF/THE/MERIT/SYSTEM/PROTECTION/BOARD/

12 (12) HEADS/OF/THE/FOLLOWING/CONSTITUENT/OFFICES,/DIVISIONS/AND
 13 SECTIONS/IN/THE/DEPARTMENT/OF/TRANSPORTATION/EXISTING/AT/THE/TIME/OF
 14 ENACTMENT/OF/THIS/BILL/AND/POSITIONS/CARRYING/A/SIMILAR/DEGREE/OF/PERSONNEL
 15 MANAGEMENT/RESPONSIBILITIES/IN/OTHER/DEPARTMENTS/AND/OFFICES/AS/DETERMINED
 16 BY/THE/CHIEF/ADMINISTRATIVE/OFFICER//DIRECTOR/S/OFFICE,/OFFICE/OF
 17 RIGHT-OF-WAY/ACQUISITION,/OFFICE/OF/ADMINISTRATIVE/SERVICES,/OFFICE/OF
 18 TRANSPORTATION/PLANNING,/DIVISION/OF/TRANSPORTATION/ENGINEERING,/SUBDIVISION
 19 DEVELOPMENT/SECTION,/DESIGN/SECTION,/CONSTRUCTION/SECTION,/DIVISION/OF
 20 TRAFFIC/ENGINEERING,/TRAFFIC/PLANNING/AND/SURVEY/SECTION,/TRAFFIC/OPERATIONS
 21 SECTION,/DIVISION/OF/OPERATIONS,/TESS/MINIBUS,/HIGHWAY/MAINTENANCE/SECTION/
 22 EQUIPMENT/SECTION/AND/DIVISION/OF/PARKING/LOT/DISTRICTS/

23 (13) AN/EMPLOYEE/OF/THE/POLICE/DEPARTMENT,/AS/DEFINED/IN/SECTION/33-76
 24 OF/THIS/CHAPTER,/WHO/IS/REPRESENTED/BY/A/CERTIFIED/EMPLOYEE/ORGANIZATION
 25 PURSUANT/TO/THE/PROVISIONS/OF/ARTICLE/V,/TITLE/'POLICE/LABOR/RELATIONS'/OF
 26 THIS/CHAPTER/

27 (3) "EMPLOYEE". ANY STATE-COUNTY MERIT SYSTEM EMPLOYEE EXCEPT PERSONS

01 DESCRIBED IN SUBPARAGRAPHS 33-102(4)(A), (C), (D), (E), (M), (N),
 02 (R), AND (S) OF ARTICLE VII OF THIS CHAPTER.

03 (A) EMPLOYEE/ORGANIZATION://ANY/LAWFUL/ORGANIZATION/WHICH/REPRESENTS
 04 EMPLOYEES/IN/THEIR/EMPLOYMENT/RELATIONS/WITH/THE/COUNTY://THE/TERM
 05 /EMPLOYEE/ORGANIZATION/DOES/NOT/INCLUDE/ANY/ORGANIZATION/WHICH/

06 (1) DISCRIMINATES/WITH/REGARD/TO/TERMS/AND/CONDITIONS/OF/MEMBERSHIP
 07 WITH/REGARD/TO/RACE,/COLOR,/RELIGION,/CREED,/SEX,/AGE,/NATIONAL/ORIGIN,
 08 ANCESTRY/OR/MARITAL/STATUS/

09 (2) DOES/NOT/ADHERE/TO/DEMOCRATIC/PROCEDURES/AND/PRACTICES/WITH/REGARD
 10 TO/ELECTION/OF/OFFICERS,/INDIVIDUAL/PARTICIPATION/IN/ORGANIZATIONAL/AFFAIRS,
 11 EQUAL/TREATMENT/UNDER/ITS/BYLAWS,/INCLUDING/DUES/PROCESSING,/AND
 12 DISCIPLINARY/PROCEDURES,/OR

13 (3) DOES/NOT/MAINTAIN/FISCAL/INTEGRITY/IN/THE/CONDUCT/OF/THE/AFFAIRS/OF
 14 THE/ORGANIZATION,/INCLUDING/ACCOUNTING/CONTROLS/AND/REGULAR/FINANCIAL
 15 REPORTS/TO/MEMBERS/

16 (4) "EMPLOYEE ORGANIZATION". ANY ORGANIZATION THAT ADMITS EMPLOYEES TO
 17 MEMBERSHIP AND THAT HAS AS A PRIMARY PURPOSE THE REPRESENTATION OF
 18 EMPLOYEES IN COLLECTIVE BARGAINING OR MEET AND CONFER REPRESENTATION
 19 OR BOTH.

20 (A) EMPLOYEE/UNIT://GROUPINGS/OF/EMPLOYEES/FOR/PURPOSES/OF
 21 REPRESENTATION/IN/COUNTY/EMPLOYEE/RELATIONS/

22 (5) "EMPLOYEE UNIT" OR "UNIT". ALL EMPLOYEES AS DEFINED IN
 23 SUBSECTION 33-63(3) OF THIS CHAPTER.

24 (F) POSITION/PAPER/

25 (6) "POSITION PAPER". A NONBINDING WRITTEN MEMORANDUM REFLECTING ALL
 26 ITEMS DISCUSSED BY THE COUNTY COUNTY AND AN THE EMPLOYEE
 27 ORGANIZATION.

(7) "STATE-COUNTY MERIT SYSTEM EMPLOYEE". A STATE MERIT SYSTEM EMPLOYEE WHOSE SALARY IS SUPPLEMENTED BY THE COUNTY.

(g) UNIFORMED SERVICES//THOSE/ACTIVITIES/ENGAGED/IN/THE/PROTECTION/OF LIFE/AND/PROPERTY, //LAW/ENFORCEMENT/OR/CORRECTIONAL/ACTIVITIES, //AND/WHOSE EMPLOYEES/HAVE/AS/THEIR/PRIMARY/DUTIES/AND/RESPONSIBILITIES/THE/OPERATIONAL ACTIVITIES/OF/SUCH/PUBLIC/SAFETY/ACTIVITIES!

33-64. EMPLOYEE RIGHTS.

* * *

(b) EACH/EMPLOYEE/SHALL THE EMPLOYEES HAVE THE RIGHT TO BE REPRESENTED BY AN EMPLOYEE ORGANIZATIONS, ORGANIZATION, INCLUDING THE RIGHT TO MEET WITH REPRESENTATIVES OF THE COUNTY COUNTY CONCERNING CONDITIONS OF EMPLOYMENT AND THE RESOLUTION OF GRIEVANCES.

(c) NOTHING IN THIS ARTICLE SHALL PRECLUDE THE RIGHTS OF AN EMPLOYEE TO PURSUE AN INDIVIDUAL GRIEVANCE THROUGH ESTABLISHED ADMINISTRATIVE PROCEDURES OR THROUGH APPEAL TO THE PERSONNEL BOARD, IN THAT NOTHING IN THIS ARTICLE SHALL CIRCUMVENT OR SHALL BE DEEMED TO SUPERSEDE OR ANNUL THE PROVISIONS OF THE LAWS OF THE STATE STATE, THE COUNTY CHARTER COUNTY CHARTER, AND OR THE LAWS AND ORDINANCES OF THE COUNTY COUNTY, INCLUDING THE PERSONNEL REGULATIONS.

(d) NO/EMPLOYEE, /WHO/IS/NOT/A/MEMBER/OF/AN/EMPLOYEE/ORGANIZATION/SHALL EVER/BE/REQUIRED/TO/BECOME/A/MEMBER/OF/SUCH/AN/ORGANIZATION/OR/TO PAY/MONEY/TO/SUCH/AN/ORGANIZATION, /EXCEPT/ON/A/PURELY/VOLUNTARY BASIS! AN EMPLOYEE WHO IS NOT A MEMBER OF AN EMPLOYEE ORGANIZATION MUST NEVER BE REQUIRED TO BECOME A MEMBER OF AN EMPLOYEE ORGANIZATION OR TO PAY MONEY TO AN EMPLOYEE ORGANIZATION EXCEPT ON A PURELY VOLUNTARY BASIS.

33-65. // DETERMINATION OF EMPLOYEE UNITS /

(A) THE CHIEF ADMINISTRATIVE OFFICER SHALL MAKE THE FINAL DETERMINATION AS TO THE COMPOSITION OF EMPLOYEE UNITS. // IN UNDISPUTED CASES, THE DETERMINATION OF APPROPRIATE UNITS SHALL BE MADE BY THE CHIEF ADMINISTRATIVE OFFICER WITHIN THIRTY (30) CALENDAR DAYS AFTER RECEIPT OF A REQUEST FOR CERTIFICATION UNDER SECTION 33-66 OF THIS ARTICLE /

(B) EMPLOYEE UNITS MAY BE ESTABLISHED ON THE BASIS OF GROUPINGS OF EMPLOYEES WHO SHARE A CLEAR AND IDENTIFIABLE COMMUNITY OF INTEREST. // SUCH FACTORS AS THOSE EMPLOYEES SHARING COMMON SKILLS, WORKING CONDITIONS, PHYSICAL LOCATIONS, ORGANIZATIONAL STRUCTURES AND INTEGRATED WORK PROCESSES SHALL BE CONSIDERED. // A UNIT SHALL NOT BE ESTABLISHED SOLELY ON THE BASIS OF THE EXTENT TO WHICH EMPLOYEES IN A PROPOSED UNIT HAVE ORGANIZED /

(C) DETERMINATION OF UNITS SHALL BE MADE SO AS TO INCLUDE THE LARGEST POSSIBLE NUMBERS OF EMPLOYEES TO AVOID PROLIFERATION AND FRAGMENTATION OF REPRESENTATIVE UNITS. // THE PROVISIONS OF THIS SECTION SHALL NOT PRECLUDE THE ESTABLISHMENT OF ONE UNIT TO REPRESENT ALL ELIGIBLE EMPLOYEES. // THE NUMBER OF UNITS CERTIFIED SHALL NOT BE GREATER THAN SEVEN (7) /

(D) UNITS FOR EMPLOYEES OF THE UNIFORMED SERVICES SHALL BE LIMITED TO EMPLOYEES IN THE RANKS OF CORPORAL OR EQUIVALENT RANK AND BELOW /

(E) IN CASES WHERE THE MATTERS OF UNIT DETERMINATION ARE QUESTIONED, THE DECISION OF THE CHIEF ADMINISTRATIVE OFFICER SHALL BE FINAL AFTER OPPORTUNITY IS PROVIDED FOR THOSE DISPUTING THE DETERMINATION TO BE HEARD BY THE CHIEF ADMINISTRATION OFFICER /

33-66. // PROCEDURES FOR CERTIFICATION OF EMPLOYEE ORGANIZATIONS /

33-65. PROCEDURES FOR CERTIFICATION OF AN EMPLOYEE ORGANIZATION.

(a) INITIALLY OR WHERE THERE IS NO OFFICIAL REPRESENTATIVE EMPLOYEE ORGANIZATION, // THE CHIEF ADMINISTRATIVE OFFICER, THE CHIEF ADMINISTRATIVE

01 OFFICER, UPON PETITION OF AN EMPLOYEE ORGANIZATION SHOWING WRITTEN EVIDENCE OF
 02 INTEREST BY AT LEAST ~~THIRTY/(30)~~ 30 PERCENT OF THE EMPLOYEES OF THE
 03 ~~EMPLOYEE~~ UNIT, SHALL ARRANGE FOR THE CONDUCTING OF A SECRET BALLOT ELECTION
 04 TO DETERMINE WHETHER THE EMPLOYEES DESIRE SUCH ORGANIZATION TO ACT AS THEIR
 05 REPRESENTATIVE. FOLLOWING SUCH PETITION, THE ~~CHIEF/ADMINISTRATIVE~~
 06 ~~OFFICER~~ CHIEF ADMINISTRATIVE OFFICER SHALL GIVE AN APPROPRIATE NOTICE TO
 07 THE EMPLOYEES ~~INVOLVED~~.

08 (b) AN EMPLOYEE ORGANIZATION SEEKING TO REPRESENT ~~AN/EMPLOYEE~~ THE UNIT
 09 SHALL SUBMIT TO THE PERSONNEL OFFICE A ROSTER OF ITS OFFICERS AND
 10 REPRESENTATIVES, A COPY OF ITS CONSTITUTION AND BYLAWS, AND A SCHEDULE OF DUES
 11 FOR ITS MEMBERS.

12 (c) ELIGIBILITY TO VOTE IN ANY ELECTION FOR CHOICE OF AN OFFICIAL
 13 REPRESENTATIVE SHALL BE LIMITED TO PERSONS WHO ARE EMPLOYEES WHO/ARE/FILLING
 14 ~~COUNTY/POSITIONS~~ AS OF THE BEGINNING OF THE PAY PERIOD PRECEDING THE
 15 ELECTION DATE.

16 (d) ELECTIONS WILL BE CONDUCTED BY THE PERSONNEL OFFICE, WHICH MAY USE
 17 THE SERVICES OF THE ~~STATE/DIVISION/OF/LABOR/AND/INDUSTRY~~ STATE DIVISION OF
 18 LABOR AND INDUSTRY OR ANY OTHER THIRD PARTY HAVING SIMILAR QUALIFICATIONS.

19 (e) THE BALLOT SHALL CONTAIN THE NAME OF ANY ADDITIONAL EMPLOYEE
 20 ORGANIZATION SHOWING TIMELY WRITTEN EVIDENCE OF INTEREST BY AT LEAST
 21 ~~TEN/(10)~~ 10 PERCENT OF THE EMPLOYEES WITHIN THE ~~APPROPRIATE/EMPLOYEE~~
 22 UNIT. IN EVERY INSTANCE, THE BALLOT SHALL CONTAIN A PROVISION FOR A MARKING
 23 OF "NO REPRESENTATION." WHERE MORE THAN ONE ~~(1)~~ EMPLOYEE ORGANIZATION IS
 24 ON THE BALLOT AND NO ONE ~~(1)~~ OF THE ORGANIZATIONS RECEIVES A MAJORITY VOTE
 25 OF THE EMPLOYEES VOTING, A RUNOFF ELECTION SHALL BE HELD. THE RUNOFF ELECTION
 26 SHALL CONTAIN THE ~~TWO/(2)~~ 2 CHOICES WHICH RECEIVED THE LARGEST AND SECOND
 27 LARGEST NUMBER OF VOTES IN THE ORIGINAL ELECTION.

01 (f) WHEN AN ORGANIZATION RECEIVES AT LEAST ~~FIFTY/(30)~~ 50 PERCENT OF
 02 VALID VOTES CAST IN THE ELECTION, THE ~~CHIEF/ADMINISTRATIVE/OFFICER~~ CHIEF
 03 ADMINISTRATIVE OFFICER SHALL CERTIFY IT AS THE OFFICIAL EMPLOYEE ORGANIZATION
 04 FOR THE ~~EMPLOYEE~~ UNIT. IF THE MAJORITY VOTE IS FOR "NO REPRESENTATION,"
 05 THE CHIEF ADMINISTRATIVE OFFICER SHALL SO CERTIFY.

06 (g) IF, DURING THE 30 DAYS FOLLOWING THE EFFECTIVE DATE OF THIS REVISED
 07 ARTICLE, A PETITION IS FILED BY THE INCUMBENT MEET AND CONFER REPRESENTATIVE
 08 OF UNIT EMPLOYEES CERTIFIED UNDER THE PRIOR ARTICLE IV OF THIS CHAPTER, AND NO
 09 OTHER EMPLOYEE ORGANIZATION FILES A VALID PETITION, AND NO PETITION CALLING
 10 FOR AN ELECTION SIGNED BY 20 PERCENT OF UNIT EMPLOYEES HAS BEEN FILED WITH THE
 11 CHIEF ADMINISTRATIVE OFFICER, THE INCUMBENT CERTIFIED REPRESENTATIVE SHALL BE
 12 CERTIFIED WITHOUT AN ELECTION, PROVIDED IT PRODUCES EVIDENCE, ACCEPTABLE TO
 13 THE CHIEF ADMINISTRATIVE OFFICER AND DATED AFTER THE ENACTMENT OF THIS REVISED
 14 ARTICLE, THAT A MAJORITY OF THE EMPLOYEES IN THE UNIT DESIRE TO BE REPRESENTED
 15 BY THE INCUMBENT REPRESENTATIVE FOR THE PURPOSES OF MEET AND CONFER
 16 REPRESENTATION UNDER THE PROVISIONS OF THIS REVISED ARTICLE.

17 (g) (h) THE ~~COUNTY~~ COUNTY SHALL RECOGNIZE AS THE OFFICIAL EMPLOYEE
 18 RELATIONS REPRESENTATIVE AN EMPLOYEE ORGANIZATION ~~WHICH~~ THAT HAS BEEN
 19 SELECTED IN ACCORDANCE WITH PROCEDURES OUTLINED IN THIS SECTION.

20 (h) (i) RECOGNIZING AN EMPLOYEE ORGANIZATION DOES NOT PRECLUDE THE
 21 ~~COUNTY~~ COUNTY FROM DEALING WITH RELIGIOUS, SOCIAL, FRATERNAL, PROFESSIONAL,
 22 OR OTHER LAWFUL ASSOCIATIONS WITH RESPECT TO MATTERS OR POLICIES ~~WHICH~~ THAT
 23 INVOLVE INDIVIDUAL MEMBERS OF THE ASSOCIATIONS OR ARE OF PARTICULAR
 24 APPLICABILITY TO IT OR ITS MEMBERS.

25 (i) (j) NO QUESTION CONCERNING CERTIFICATION MAY BE RAISED BY AN
 26 EMPLOYEE OR AN EMPLOYEE ORGANIZATION WITHIN ONE (i) YEAR OF THE DATE OF
 27 CERTIFICATION OF AN EMPLOYEE ORGANIZATION OR THE DATE THAT A MAJORITY OF THE

01 EMPLOYEES VOTING VOTED FOR NO REPRESENTATION.

02 ~~(j)~~ (k) THE ~~COUNTY~~ COUNTY MAY, AFTER DISCUSSIONS WITH AN EMPLOYEE
 03 ORGANIZATION AND ON THE BASIS OF WRITTEN AUTHORIZATION FROM EACH EMPLOYEE,
 04 PROVIDE FOR DEDUCTION FROM THE PAY OF SUCH EMPLOYEE MONIES IN PAYMENT OF
 05 MEMBERSHIP DUES IN A DULY CERTIFIED EMPLOYEE ORGANIZATION. SUCH MONIES SHALL
 06 BE REMITTED TO THE EMPLOYEE ORGANIZATION.

07 ~~33/67///PROCEDURE/FOR/DECERTIFICATION/OF/EMPLOYEE/ORGANIZATIONS/~~

08 33-66. PROCEDURE FOR DECERTIFICATION OF AN EMPLOYEE ORGANIZATION.

09 (a) AN EMPLOYEE ORGANIZATION SHALL BE SUBJECT TO DECERTIFICATION WHEN
 10 ~~THIRTY/(30)~~ 30 PERCENT OF THE EMPLOYEES IN THE ~~EMPLOYEE~~ UNIT PETITION
 11 FOR THE EMPLOYEE ORGANIZATION TO BE DECERTIFIED. THE PROCEDURES FOR
 12 DETERMINING WHETHER, IN FACT, AN EMPLOYEE ORGANIZATION SHALL BE DECERTIFIED
 13 SHALL BE THE SAME AS THOSE PRESCRIBED IN SECTION ~~33/66~~ 33-65 FOR THE
 14 CERTIFICATION OF AN EMPLOYEE ORGANIZATION, EXCEPT AS PROVIDED IN SUBSECTION
 15 (b) OF THIS SECTION.

16 (b) IF AN EMPLOYEE ORGANIZATION FAILS TO ADHERE TO ANY OF THE PROVISIONS
 17 OF SECTION ~~33/73~~ 33-72 DEALING WITH EMPLOYEE ORGANIZATION RESPONSIBILITIES,
 18 THEN:

19 (1) ITS CERTIFICATION MAY BE REVOKED BY THE ~~CHIEF/ADMINISTRATIVE~~
 20 ~~OFFICER~~ CHIEF ADMINISTRATIVE OFFICER AFTER NOTICE AND AN
 21 OPPORTUNITY TO BE HEARD; AND

22 (2) IT MAY BE DISQUALIFIED BY THE ~~CHIEF/ADMINISTRATIVE/OFFICER~~
 23 CHIEF ADMINISTRATIVE OFFICER FROM PARTICIPATING IN
 24 REPRESENTATION ELECTIONS FOR A PERIOD OF UP TO ~~TWO/(2)~~ 2
 25 YEARS AFTER NOTICE AND AN OPPORTUNITY TO BE HEARD.

26 ~~33/68/~~ 33-67. COSTS OF CONDUCTING ELECTIONS.

27 ANY COST OF CONDUCTING A SECRET BALLOT ELECTION UNDER THIS ARTICLE SHALL

01 BE BORNE ~~FIFTY/(50)~~ 50 PERCENT BY THE ~~COUNTY~~ COUNTY AND ~~FIFTY/(50)~~ 50
 02 PERCENT BORNE EQUALLY BY THE EMPLOYEE ORGANIZATION(S) WHOSE NAME(S) APPEAR ON
 03 THE BALLOTS.

04 ~~33-69/~~ 33-68. COUNTY-EMPLOYEE ORGANIZATION MEETINGS AND DISCUSSIONS.

05 (a) AN EMPLOYEE ORGANIZATION ~~WHICH~~ THAT HAS BEEN RECOGNIZED BY THE
 06 ~~COUNTY~~ COUNTY ~~PURSUANT/TO~~ UNDER SECTION ~~33-66~~ 33-65 OF THIS ARTICLE
 07 SHALL BE ENTITLED TO MEET AT REASONABLE TIMES WITH ~~COUNTY~~ COUNTY
 08 REPRESENTATIVES TO DISCUSS WITH SUCH REPRESENTATIVES PERSONNEL POLICIES,
 09 PRACTICES, AND MATTERS AFFECTING WORKING CONDITIONS OF THE EMPLOYEE UNIT IT
 10 REPRESENTS, SO FAR AS DISCUSSIONS MAY BE APPROPRIATE UNDER EXISTING LAWS OR
 11 REGULATIONS. THE ~~COUNTY~~ COUNTY SHALL MEET A LEAST ~~TWO/(2)~~ 2 TIMES
 12 ANNUALLY WITH ~~EACH~~ THE CERTIFIED EMPLOYEE ORGANIZATION.

13 (b) THE REQUIREMENT TO MEET SHALL NOT OBLIGATE EITHER THE ~~COUNTY~~
 14 COUNTY OR ~~AN~~ THE EMPLOYEE ORGANIZATION TO AGREE TO ANY PROPOSAL OR TO MAKE
 15 ANY CONCESSION WITH RESPECT TO ANY MATTER DISCUSSED BY THE PARTIES AT SUCH A
 16 MEETING. ANY DECISION MADE AT ANY SUCH MEETING IS IN NO WAY BINDING UPON THE
 17 PARTIES.

18 (c) THE ~~COUNTY~~ COUNTY AND ~~AN~~ THE EMPLOYEE ORGANIZATION MAY, IF
 19 DESIRED, AND AT THE CONCLUSION OF THEIR DISCUSSIONS, JOINTLY OR SEPARATELY,
 20 PREPARE WRITTEN POSITION PAPERS ~~WHICH~~ THAT REFLECT FOR FUTURE REFERENCE THE
 21 RESPECTIVE POSITIONS OF THE PARTIES ON THE ISSUES DISCUSSED AT SUCH MEETINGS.
 22 SUCH POSITION PAPERS SHALL IN NO WAY LEGALLY BIND ANY PARTY TO THE MATTERS
 23 EXPRESSED ~~THEREIN/~~ IN THEM, AND THE ~~COUNTY~~ COUNTY SHALL NOT BE OBLIGATED
 24 TO CONCUR IN A POSITION PAPER ADDRESSING THE INHERENT RIGHT TO MANAGE THE
 25 ~~COUNTY~~ COUNTY GOVERNMENT.

26 ~~33-70/~~ 33-69. EMPLOYEE ORGANIZATION REPRESENTATION OF EMPLOYEE MEMBERS.

27 (a) AN EMPLOYEE WHO IS A MEMBER OF ~~AN~~ THE EMPLOYEE ORGANIZATION MAY

01 REQUEST AND SHALL BE GRANTED THE RIGHT FOR A MEMBER OR REPRESENTATIVE OF SUCH
 02 ORGANIZATION TO BE PRESENT IN ANY DISCUSSIONS OR COUNSELING WITH ~~COUNTY~~
 03 COUNTY REPRESENTATIVES CONCERNING AN INDIVIDUAL GRIEVANCE.

04 (b) ~~AN~~ THE EMPLOYEE ORGANIZATION MAY SUBMIT A GRIEVANCE CONCERNING ANY
 05 DISPUTE INVOLVING A CLAIM OF VIOLATION, MISINTERPRETATION, OR MISAPPLICATION
 06 OF THE PERSONNEL REGULATIONS OR WORK PRACTICES OF THE ~~COUNTY~~ COUNTY ON THE
 07 SAME BASIS AS PROVIDED FOR INDIVIDUAL GRIEVANCES.

08 ~~33-71/~~ 33-70. DISPUTES.

09 ALL DECISIONS OF THE ~~CHIEF/ADMINISTRATIVE/OFFICER~~ CHIEF ADMINISTRATIVE
 10 OFFICER UNDER THE PROVISIONS OF THIS ARTICLE SHALL BE FINAL, SUBJECT TO APPEAL
 11 TO THE ~~MERIT/SYSTEM/PROTECTION/BOARD~~ MERIT SYSTEM PROTECTION BOARD WHERE
 12 PROVIDED BY LAW.

13 ~~33-72/~~ 33-71. COUNTY RESPONSIBILITIES.

14 IT SHALL BE THE RESPONSIBILITY OF THE ~~COUNTY~~ COUNTY NOT TO:

15 (a) INTERFERE WITH, RESTRAIN, OR COERCE AN EMPLOYEE IN THE EXERCISE OF
 16 THE RIGHTS ASSURED BY THIS ARTICLE;

17 (b) ENCOURAGE OR DISCOURAGE MEMBERSHIP IN AN EMPLOYEE ORGANIZATION BY
 18 DISCRIMINATION IN REGARD TO HIRING, TENURE, PROMOTION, OR OTHER CONDITIONS OF
 19 EMPLOYMENT;

20 (c) SPONSOR, CONTROL, OR OTHERWISE ASSIST ~~AN~~ THE EMPLOYEE
 21 ORGANIZATION; EXCEPT, THAT THE ~~COUNTY~~ COUNTY MAY FURNISH CUSTOMARY AND
 22 ROUTINE SERVICES AND FACILITIES WHEN CONSISTENT WITH THE BEST INTEREST OF THE
 23 ~~COUNTY,~~ COUNTY, ITS EMPLOYEES, AND THE ORGANIZATION, AND WHEN THE SERVICES
 24 AND FACILITIES ARE FURNISHED, IF REQUESTED, ON AN IMPARTIAL BASIS TO
 25 ORGANIZATIONS HAVING EQUIVALENT STATUS;

26 (d) REFUSE TO ACCORD APPROPRIATE RECOGNITION TO ~~AN~~ THE EMPLOYEE
 27 ORGANIZATION QUALIFIED FOR SUCH RECOGNITION; OR

01 (e) REFUSE TO CONSULT, CONFER, OR MEET WITH ~~AN~~ THE EMPLOYEE
02 ORGANIZATION CERTIFIED ~~PURSUANT/TO~~ UNDER THIS ARTICLE.

03 ~~33-73/~~ 33-72. EMPLOYEE ORGANIZATION RESPONSIBILITIES.

04 * * *

05 (b) ATTEMPT TO INDUCE THE ~~COUNTY~~ COUNTY TO COERCE AN EMPLOYEE IN THE
06 EXERCISE OF THE RIGHTS UNDER THIS ARTICLE;

07 (c) COERCE, ATTEMPT TO COERCE, OR DISCIPLINE, FINE, OR TAKE OTHER
08 ECONOMIC SANCTION AGAINST AN EMPLOYEE MEMBER OF AN EMPLOYEE ORGANIZATION AS
09 PUNISHMENT OR REPRISAL, OR FOR THE PURPOSE OF HINDERING OR IMPEDING WORK
10 PERFORMANCE OR THE DISCHARGE OF DUTIES OWED AS AN EMPLOYEE OF THE ~~COUNTY~~
11 COUNTY;

12 (d) CALL OR ENGAGE IN A STRIKE, WORK STOPPAGE, OR SLOWDOWN, PICKET THE
13 ~~COUNTY~~ COUNTY IN CONNECTION WITH A STRIKE, WORK STOPPAGE, OR SLOWDOWN IN A
14 ~~COUNTY+EMPLOYEE~~ COUNTY-EMPLOYEE DISPUTE, OR CONDONE ANY SUCH ACTIVITY BY
15 FAILING TO TAKE AFFIRMATIVE ACTION TO PREVENT OR STOP IT;

16 (e) DISCRIMINATE AGAINST AN EMPLOYEE WITH REGARD TO THE TERMS OR
17 CONDITIONS OF MEMBERSHIP BECAUSE OF RACE, COLOR, RELIGION, CREED, SEX, AGE,
18 NATIONAL ORIGIN, ANCESTRY, OR MARITAL STATUS.

19 33-73. RESERVED.

20 33-74. COST-OF-LIVING ADJUSTMENT.

22 * * *

24 (d) THIS SECTION IS AUTOMATICALLY REPEALED UPON CERTIFICATION THAT THE
25 COUNTY MERIT SYSTEM EMPLOYEES IN THE UNITS ESTABLISHED UNDER ARTICLE
26 VII ARE REPRESENTED FOR THE PURPOSE OF COLLECTIVE BARGAINING UNDER
27 ARTICLE VII OF THIS CHAPTER.

01 Sec. 2 3. Sections 33-63A and 33-74(d) and Article VII of
 02 Chapter 33 are added as follows:

03 33-63A // Applicability/

04 Upon certification that the employees in the units are represented for
 05 collective bargaining, this article shall not apply to any person/

06 33-74 // Cost of living adjustment/

07 (d) This section is automatically repealed upon certification that the
 08 employees in the units are represented for the purpose of
 09 collective bargaining under Article VII of this chapter/

10 Article VII. County Collective Bargaining.

11 33-101. Declaration of policy.

12 It is the public policy of Montgomery County to promote a harmonious,
 13 peaceful, and cooperative relationship between the County government and its
 14 employees and to protect the public by assuring, at all times, the responsive,
 15 orderly, and efficient operation of County government and services. Since
 16 unresolved disputes in public service are harmful to the public and to
 17 employees, adequate means should be available for preventing disputes and for
 18 resolving them when they occur. To that end, it is in the public interest
 19 that employees have the opportunity to bargain collectively over wages, hours,
 20 and other terms and conditions of employment, as authorized by Charter Section
 21 511, through a representative of their choice, or to refrain from collective
 22 bargaining. It is also in the public interest that the County government and
 23 a representative of County employees bargain collectively in good faith
 24 without interference with the orderly process of government and that they
 25 implement any agreements reached through collective bargaining.

26 The County Council also recognizes that employee organizations and the
 27 County government each possess substantial means for initiating actions on

01 wages, hours, and working conditions of employees. Therefore, in order to
02 preserve an appropriate balance between labor and management in the public
03 service, the County Council states that once the employees voluntarily select
04 a representative, collective bargaining shall be used in place of, and not in
05 addition to, existing means for initiating governmental action on subjects
06 that are defined as appropriate for LIKE collective bargaining in this article.

07 33-102. Definitions.

08 The following terms have the meaning indicated when used in this article:

09 (1) "Agency shop" means a provision in a collective bargaining
10 agreement requiring, as a condition of continued employment, that
11 bargaining unit employees pay a service fee not greater than the
12 monthly membership dues uniformly and regularly required by the
13 employee organization of all of its members. An agency shop
14 agreement shall not require an employee to pay initiation fees,
15 assessments, fines, or any other LIKE collections or their equivalent
16 as a condition of continued employment. A collective bargaining
17 agreement shall not require payment of a service fee by any employee
18 who opposes joining or financially supporting an employee
19 organization on religious grounds. However, the COLLECTIVE
20 BARGAINING agreement may require that employee to pay an amount equal
21 to the service fee to a nonreligious, nonunion charity, or to any
22 other charitable organization, agreed to by the employee and the
23 certified representative, WITH PROVISION FOR DISPUTE RESOLUTION IF
24 THERE IS NOT AGREEMENT, and to give to the employer and the certified
25 representative written proof of this payment. THE CERTIFIED
26 REPRESENTATIVE SHALL ADHERE AT ALL TIMES TO ALL FEDERAL
27 CONSTITUTIONAL CONSTITUTIONAL REQUIREMENTS IN ITS ADMINISTRATION OF

01 ANY AGENCY SHOP SYSTEM MAINTAINED BY IT.

02 (2) "Certified representative" means an employee organization chosen to
03 represent EMPLOYEES AS THEIR EXCLUSIVE BARGAINING AGENT IN one or
04 both units AS DEFINED IN SECTION 33-105 in accordance with the
05 procedures of this article.

06 (3) "Collective bargaining" means meeting at reasonable times and
07 places and negotiating in good faith on appropriate subjects as
08 defined under this article. This article shall not be interpreted to
09 compel either party to agree to a proposal or make a concession.

10 (4) "Employee" means any person who works under the County government
11 merit system on a continuous full-time, career or part-time, career
12 basis, except for the following:

13 (A) Confidential aides to elected officials.

14 (B) All persons who are not covered by the County government merit
15 system.

16 (C) Heads of principal departments, offices, and agencies.

17 (D) Deputies and assistants to heads of principal departments,
18 offices, and agencies.

19 (E) Persons who provide direct staff or administrative support to
20 the head of a principal department, office, or agency, or to a
21 deputy or assistant within the immediate office of a head of a
22 principal department, office, or agency.

23 (F) Persons who report directly to or whose immediate supervisor is
24 the County Executive or the Chief Administrative Officer or
25 their principal aides.

26 (G) Persons who work for the office of the County Executive and the
27 office of the Chief Administrative Officer.

- 01 (H) Persons who work for the County Council.
- 02 (I) Persons who work for the office of the County Attorney.
- 03 (J) Persons who work for the Office of Management and Budget.
- 04 (K) Persons who work for the Personnel Office.
- 05 (L) Persons who work for the Merit System Protection Board.
- 06 (M) Persons who work on a temporary, seasonal, or substitute basis.
- 07 (N) Newly hired persons on probationary status.
- 08 (O) Persons who work for the police department who are represented
 09 by a certified employee organization under Article V of this
 10 chapter.
- 11 (P) Officers in the uniformed services (corrections, fire and
 12 rescue, police, office of the sheriff) in the rank of sergeant
 13 and above. Subject to any limitations in State law, deputy
 14 sheriffs below the rank of sergeant are employees.
- 15 (Q) Persons who are members of the State merit system.
- 16 (R) Supervisors, which means persons having authority to do any of
 17 the following:
- 18 (i) Hire, assign, transfer, lay off, recall, promote, evaluate,
 19 reward, discipline, suspend, or discharge employees, or
 20 effectively to recommend any one of these actions.
- 21 (ii) Direct the activity of three or more employees.
- 22 (iii) Adjust or recommend adjustment of grievances.
- 23 ~~(iii) Adjust or recommend adjustment of grievances.~~
- 24 (S) Persons in grade 27 or above, whether or not they are
 25 supervisors.
- 26 (5) "Employee organization" means any organization that admits
 27 employees to membership and that has as a primary purpose the

- 01 representation of employees in collective bargaining.
- 02 (6) "Employer" means the County Executive and his or her designees.
- 03 (7) "Lockout" means any action that the employer takes to interrupt or
04 prevent the continuity of work properly and usually performed by the
05 employees for the purpose and with the intent of either coercing the
06 employees into relinquishing rights guaranteed by this article or of
07 bringing economic pressure on employees for the purpose of securing
08 the agreement of their certified representative to certain collective
09 bargaining terms.
- 10 (8) "Mediation" means an effort by the mediator/fact-finder chosen
11 under this article to assist confidentially in resolving, through
12 interpretation, suggestion, and advice, a dispute arising out of
13 collective bargaining between the employer and the certified
14 representative.
- 15 (9) "Strike" means a concerted failure to report for duty, absence,
16 stoppage of work, or abstinence in whole or in part from the full and
17 faithful performance of the duties of employment with the employer,
18 or deviation from normal or proper work duties or activities, where
19 any of the preceding are done in a concerted manner for the purpose
20 of inducing, influencing, or coercing the employer in the
21 determination, implementation, interpretation, or administration of
22 terms or conditions of employment or of the rights, privileges, or
23 obligations of employment or of the status, recognition, or authority
24 of the employee or an employee organization.
- 25 (10) "Unit" means either of the units defined in section 33-105.
- 26 (11) When either the female or the male pronoun appears herein, it is to
27 be read to include both genders.

01 33-103. Labor Relations Administrator.

02 (a) There is established the position of Labor Relations Administrator,
03 to provide for the effective implementation and administration of
04 this article concerning selection, certification and decertification
05 procedures, prohibited practices, and the choice of a mediator/
06 fact-finder. The Labor Relations Administrator shall exercise the
07 following powers and perform the following duties and functions:

- 08 (1) Periodically adopt, amend, and rescind, under method (1) of
09 section 2A-15 of this Code, regulations and procedures for the
10 implementation and administration of the duties of the Labor
11 Relations Administrator under this article.
- 12 (2) Request from the employer or an employee organization, and the
13 employer or such organization may at its discretion provide, any
14 relevant assistance, service, and data that will enable her
15 properly to carry out her duties under this article.
- 16 (3) Hold hearings and make inquiries, administer oaths and
17 affirmations, examine witnesses and documents, take testimony
18 and receive evidence, and compel by issuance of subpoenas the
19 attendance of witnesses and the production of relevant documents.
- 20 (4) Hold and conduct elections for certification or decertification
21 pursuant to the provisions of this article and issue the
22 certification or decertification.
- 23 (5) Investigate and attempt to resolve or settle, as provided in
24 this article, charges of engaging in prohibited practices.
25 However, if the employer and a certified representative have
26 negotiated a valid grievance procedure, the Labor Relations
27 Administrator shall defer to that procedure for the resolution

01 of disputes properly submissible to the procedure absent a
 02 showing that the deferral results in the application of
 03 principles repugnant to this article. Furthermore, the Labor
 04 Relations Administrator shall defer to State procedures in those
 05 matters which are governed by the Law-Enforcement Officers' Bill
 06 of Rights, Article 27, Sections 727-734D, Annotated Code of
 07 Maryland.

08 (6) Determine unresolved issues of a person's inclusion in or
 09 exclusion from the units.

10 (7) Obtain any necessary support services and make necessary
 11 expenditures in the performance of duties to the extent provided
 12 for these purposes in the annual budget of Montgomery County.

13 (8) Exercise any other powers and perform any other duties and
 14 functions as may be specified in this article.

15 (b) (1) The Labor Relations Administrator must be a person with
 16 experience as a neutral in the field of labor relations and must
 17 not be a person who, on account of vocation, employment, or
 18 affiliation, can be classed as a representative of the interest
 19 of the employer or any employee organization.

20 (2) The first Labor Relations Administrator is appointed by the
 21 County Executive, with the confirmation of the County Council,
 22 serves for a term of 4 years, and is eligible for reappointment.

23 (3) After the initial term of office of the Labor Relations
 24 Administrator provided in subsection (b)(2), the County
 25 Executive shall thereafter appoint the Labor Relations
 26 Administrator for a term of 5 years from a list of 5 nominees
 27 agreed upon by any certified ~~employee~~ representative(s) and

01 the Chief Administrative Officer, which list may include the
02 incumbent Labor Relations Administrator. Such appointment must
03 be confirmed by the County Council. If the County Council does
04 not confirm the appointment, the new appointment shall be from a
05 new agreed list of 5 nominees. Should there be no certified
06 representative, the Labor Relations Administrator shall be
07 appointed under the procedure and for the term set forth in
08 subsection (b)(2).

09 (c) The Labor Relations Administrator will be paid a daily fee as set
10 forth by contract with the County, and will be reimbursed for
11 necessary expenses.

12 33-104. Employee rights.

13 (a) Employees have the right to:

14 (1) form, join, support, contribute to, or participate in, or to
15 refrain from forming, joining, supporting, contributing to, or
16 participating in, any employee organization or its lawful
17 activities; and

18 (2) be represented fairly by their certified representative, if any.

19 (b) The employer has the duty to extend to the certified representative
20 the exclusive right to represent the employees for the purposes of
21 collective bargaining, including the orderly processing and
22 settlement of grievances as agreed by the parties in accordance with
23 this article.

24 (c) A certified representative serves as the EXCLUSIVE bargaining agent
25 for all employees in the unit for which it is certified and has the
26 duty to represent fairly and without discrimination all employees in
27 the unit without regard to whether the employees are members of the

01 employee organization, pay dues or other contributions to it, or
02 participate in its affairs. However, it is not a violation of this
03 duty for a certified representative to seek enforcement of an agency
04 shop provision in a valid collective bargaining agreement.

05 (d) The right of a certified representative to receive voluntary dues or
06 service fee deductions or agency shop provisions shall be determined
07 through negotiations, unless the authority to negotiate these
08 provisions has been suspended under this article. A collective
09 bargaining agreement may not include a provision requiring membership
10 in, participation in the affairs of, or contributions to an employee
11 organization other than an agency shop provision.

12 33-105. Units for collective bargaining.

13 (a) There are two units for collective bargaining and for purposes of
14 certification and decertification. Persons in these units are all
15 County government merit system employees working on a continuous
16 full-time, career or part-time, career basis, excluding the
17 categories listed as exceptions to the definition of employee in
18 section 33-102(4) of this article. The employees are divided into 2
19 units in accordance with the following descriptions:

20 (1) Service, labor, and trades (SLT) unit. This unit is composed
21 of all eligible classes that are associated with service/
22 maintenance and skilled crafts. This means job classes in which
23 workers perform duties that result in or contribute to the
24 comfort and convenience of the general public or that contribute
25 to the upkeep and care of buildings, facilities, or grounds of
26 public property. Workers in this group may operate specialized
27 machinery or heavy equipment. These job classes may also

01 require special manual skill and a thorough and comprehensive
02 knowledge of the processes involved in the work that is acquired
03 through on the job training and experience or through
04 apprenticeship or other formal training programs.

05 (2) Office, professional, and technical (OPT) unit. This unit is
06 composed of all eligible classes associated with office,
07 professional, paraprofessional, and technical functions.

08 (A) Office. Job classes in which workers are responsible
09 for internal and external communication, recording and
10 retrieval of data and/or information, and other paperwork
11 required in an office.

12 (B) Professional. Job classes that require special and
13 theoretical knowledge that is usually acquired through
14 college training or through work experience and other
15 training that provides comparable knowledge.

16 (C) Paraprofessional. Job classes in which workers perform,
17 in a supportive role, some of the duties of a professional
18 or technician. These duties usually require less formal
19 training and/or experience than is normally required for
20 professional or technical status.

21 (D) Technical. Job classes that require a combination of
22 basic scientific or technical knowledge and manual skill
23 that can be obtained through specialized post secondary
24 school education or through equivalent on the job training.

25 (b) Specific job classes included in these units of representation, and
26 not otherwise excluded under section 33-102(4), shall be based on the
27 designations made by the Chief Administrative Officer under the prior

01 meet and confer process. In the event a new classification is
02 created by the County, or an existing classification's duties and
03 responsibilities are substantially changed, the County Personnel
04 Director must place the classification in one of the units or state
05 that the classification falls within one of the exceptions to the
06 definition of employee under this article within 60 days of the
07 creation or substantial alteration of the class and must publish the
08 decision in the Montgomery County Register. Any individual or
09 certified representative disagreeing with the decision of the
10 Personnel Director may, within 10 days of publication, file
11 objections to the decision with the Labor Relations Administrator,
12 with notice to the Personnel Director.

13 The Labor Relations Administrator shall promptly decide the
14 question on the basis of the duties and responsibilities of the job
15 classification, the unit definition, and the community of interests
16 between and among employees in the job classification and collective
17 bargaining unit.

18 33-106. Selection, certification, and decertification procedures.

19 (a) The certification or decertification of an employee organization as
20 the representative of a unit for the purpose of collective bargaining
21 shall be initiated in accordance with the following procedures:

22 (1) Any employee organization seeking certification as
23 representative of a unit shall file a petition with the Labor
24 Relations Administrator stating its name, address, and its
25 desire to be certified. The employee organization shall also
26 send a copy of the petition, ~~not~~ including ~~the/names~~ A
27 COPY OF THE SIGNATURES of the supporting employees ON THE

01 PETITION, to the employer. The petition shall contain the
02 uncoerced signatures of 30 percent of the employees within the
03 unit signifying their desire to be represented by the employee
04 organization for purposes of collective bargaining.

05 (2) If an employee organization has been certified, an employee
06 within the unit may file a petition with the Labor Relations
07 Administrator for decertification of this certified
08 representative. The employee shall also send a copy of the
09 petition to the employer and the certified representative, not
10 including the names of the supporting employees. The petition
11 shall contain the uncoerced signatures of 30 percent of the
12 employees within the unit alleging that the employee
13 organization presently certified is no longer the choice of the
14 majority of the employees in the unit.

15 (3) Petitions may be filed within 30 days following the date on
16 which this article becomes effective. Thereafter, if a lawful
17 collective bargaining agreement is not in effect, petitions may
18 be filed between September 1 and September 30 of any year, but
19 not sooner than 22 months after an election held under this
20 section.

21 (4) If a lawful collective bargaining agreement is in effect, a
22 petition filed under this section shall not be entertained
23 unless it is filed during September of the final year of the
24 agreement.

25 (b) If the Labor Relations Administrator determines that a petition is
26 properly supported and timely filed, she shall cause an election of
27 all eligible employees to be held within a reasonable time, but no

01 later than October 20 of any year, to determine if and by whom the
02 employees wish to be represented, as follows:

03 (1) All elections shall be conducted under the supervision of the
04 Labor Relations Administrator and shall be conducted by secret
05 ballot at the time and place that she directs. The Labor
06 Relations Administrator may select and retain the services of an
07 agency of the State of Maryland RESPONSIBLE FOR CONDUCTING LABOR
08 ELECTIONS, or a similarly neutral body, to assist in conducting
09 the election.

10 (2) The election ballots shall contain, as choices to be made by the
11 voter, the names of the petitioning or certified employee
12 organization, the name or names of any other employee
13 organization showing written proof at least 10 days before the
14 election of at least 10 percent representation of the employees
15 within the unit IN THE SAME MANNER AS DESCRIBED IN PARAGRAPH
16 (a)(1) OF THIS SECTION, and a choice that the employee does not
17 desire to be represented by any of the named employee
18 organizations.

19 (3) The employer and each party to the election may be represented
20 by observers selected in accordance with limitations and
21 conditions that the Labor Relations Administrator may prescribe.

22 (4) Observers may challenge for good cause the eligibility of any
23 person to vote in the election. Challenged ballots shall be
24 impounded pending either agreement of the parties as to the
25 validity of the challenge or the Labor Relations Administrator's
26 decision as to the validity of the challenge, unless the number
27 of challenges is not determinative, in which case the challenged

01 ballots shall be destroyed.

02 (5) After the polls have been closed, the valid ballots cast shall
03 be counted by the Labor Relations Administrator in the presence
04 of the observers.

05 (6) The Labor Relations Administrator shall immediately prepare and
06 serve upon the employer and each of the parties a report
07 certifying the results of the election. If an employee
08 organization receives the votes of a majority of the employees
09 who voted, the Labor Relations Administrator shall certify the
10 employee organization so elected as the exclusive agent.

11 (7) If no employee organization receives the votes of a majority of
12 the employees who voted, the Labor Relations Administrator shall
13 not certify a representative. Unless a majority of the
14 employees who vote choose "no representative", a runoff election
15 shall be conducted. The runoff election shall contain the 2
16 choices that received the largest and second largest number of
17 votes in the original election.

18 (c) The Labor Relations Administrator's certification of results is final
19 unless within 7 days after service of the report and the
20 certification, any party serves on all other parties and files with
21 the Labor Relations Administrator objections to the election.
22 Objections shall be verified and shall contain a concise statement of
23 facts constituting the grounds for the objections. The Labor
24 Relations Administrator shall investigate the objections and, if
25 substantial factual issues exist, shall hold a hearing. Otherwise,
26 she may determine the matter without a hearing. The Labor Relations
27 Administrator may invite, either by rule or by invitation, written or

01. oral argument to assist her in determining the merits of the
02 objections. If the Labor Relations Administrator finds that the
03 election was conducted in substantial conformity with this article,
04 she shall confirm the certification initially issued. If the Labor
05 Relations Administrator finds that the election was not held in
06 substantial conformity with this article, then she shall hold another
07 election under this section.

08 (d) The cost of conducting an election shall be paid by the County.

09 (e) If, during the 30 days following the effective date of this article,
10 a petition is filed by the incumbent representative of unit employees
11 certified under Article IV of this chapter, and no other employee
12 organization files a valid petition, and no petition calling for an
13 election signed by ~~10~~ 20 percent of unit employees has been filed
14 with the Labor Relations Administrator, the incumbent certified
15 representative shall be certified without an election, provided it
16 produces evidence, acceptable to the Labor Relations Administrator
17 and dated after the enactment of this article, that a majority of the
18 employees in the unit desire to be represented by the incumbent
19 representative for the purposes of collective bargaining under the
20 provisions of this article.

21 33-107. Collective bargaining.

22 (a) Duty to bargain; matters subject to bargaining.

23 Upon certification of an employee organization, the employer and the
24 certified representative have the duty to bargain collectively with
25 respect to the following subjects:

26 (1) Salary and wages, including the percentage of the increase in
27 the salary and wages budget that will be devoted to merit

01 increments and cash awards, provided that salaries and wages
 02 shall be uniform for all employees in the same classification.

03 (2) With respect to pension and retirement benefits, only defined
 04 contribution plans for new employees or current employees who
 05 choose to transfer from a defined benefit plan, provided that
 06 bargaining rights regarding such plans will not accrue unless
 07 and until the County has enacted a law establishing such plans.

08 PENSION AND OTHER RETIREMENT BENEFITS SHALL BE NEGOTIABLE, FOR
 09 ACTIVE EMPLOYEES ONLY, ONE YEAR AFTER THE EFFECTIVE DATE OF THIS
 10 ARTICLE.

11 (3) Employee benefits such as insurance, leave, holidays, and
 12 vacations, but not including pension and retirement benefits
 13 except to the extent stated in subsection (a)(2).

14 (4) Hours and working conditions.

15 (5) Provisions for the orderly processing and settlement of
 16 grievances concerning the interpretation and implementation of a
 17 collective bargaining agreement, which may include:

18 (A) binding third party arbitration, provided that the
 19 arbitrator shall have no authority to amend, add to, or
 20 subtract from the provisions of the collective bargaining
 21 agreement; and

22 (B) provisions for exclusivity of forum.

23 (6) Matters affecting the health and safety of employees.

24 (7) Amelioration of the effect on employees when the exercise of
 25 employer rights listed in subsection (b) causes a loss of
 26 existing jobs in the unit.

01 **(b) Employer rights.**

02 This article and any agreement made under it shall not impair
03 the right and responsibility of the employer to perform the following:

04 (1) Determine the overall budget and mission of the employer and any
05 agency of County government.

06 (2) Maintain and improve the efficiency and effectiveness of
07 operations.

08 (3) Determine the services to be rendered and the operations to be
09 performed.

10 (4) Determine the overall organizational structure, methods,
11 processes, means, job classifications, and personnel by which
12 operations are to be conducted and the location of facilities.

13 (5) Direct and supervise employees.

14 (6) Hire, select, and establish the standards governing promotion of
15 employees, and classify positions.

16 (7) Relieve employees from duties because of lack of work or funds,
17 or under conditions when the employer determines continued work
18 would be inefficient or nonproductive.

19 (8) Take actions to carry out the mission of government in
20 situations of emergency.

21 (9) Transfer, assign, and schedule employees.

22 (10) Determine the size, grades, and composition of the work force.

23 (11) Set the standards of productivity and technology.

24 (12) Establish employee performance standards and evaluate employees,
25 except that evaluation procedures shall be a subject for
26 bargaining.

27 (13) Make and implement systems for awarding outstanding service

01 increments, extraordinary performance awards, and other merit
02 awards.

03 (14) Introduce new or improved technology, research, development, and
04 services.

05 (15) Control and regulate the use of machinery, equipment, and other
06 property and facilities of the employer, subject to subsection
07 (a)(6) of this section.

08 (16) Maintain internal security standards.

09 (17) Create, alter, combine, contract out, or abolish any job
10 classification, department, operation, unit, or other division
11 or service, provided that no contracting of work which will
12 displace employees may be undertaken by the employer unless 90
13 days prior to signing the contract, OR SUCH OTHER DATE OF NOTICE
14 AS AGREED BY THE PARTIES, written notice has been given to the
15 certified representative.

16 (18) Suspend, discharge, or otherwise discipline employees for cause,
17 except that, subject to Charter section 404, any such action may
18 be subject to the grievance procedure set forth in the
19 collective bargaining agreement.

20 (19) Issue and enforce rules, policies, and regulations necessary to
21 carry out these and all other managerial functions which are not
22 inconsistent with this law, Federal or State law, or the terms
23 of the collective bargaining agreement.

24 (c) Exemption.

25 This article shall not be construed to limit the discretion of
26 the employer voluntarily to discuss with the representatives of its
27 employees any matter concerning the employer's exercise of any of the

01 rights set forth in this section. However, these matters shall not
02 be subject to bargaining.

03 (d) The public employer rights set forth in this section are to be
04 considered a part of every agreement reached between the employer and
05 an employee organization.

06 33-108. Bargaining, impasse, fact-finding, and legislative procedures.

07 (a) Collective bargaining shall begin no later than November 1 before the
08 beginning of a fiscal year for which there is no agreement between
09 the employer and the certified representative (EXCEPT THAT IN 1986,
10 COLLECTIVE BARGAINING MAY BEGIN AS LATE AS DECEMBER 1) and shall be
11 finished on or before January 15. The resolution of a bargaining
12 impasse or fact-finding shall be finished by February 1.

13 (b) Any provision for automatic renewal or extension of a collective
14 bargaining agreement is void. An agreement is not valid if it
15 extends for less than one year or for more than 3 years. All
16 agreements become effective July 1 and end June 30.

17 (c) A collective bargaining agreement becomes effective only after
18 ratification by the employer and by the certified representative.
19 The certified representative may provide its own rules for
20 ratification procedures.

21 (d) Before November 10 of any year in which the employer and the
22 certified representative bargain collectively, the Labor Relations
23 Administrator shall appoint a mediator/fact-finder, who may be a
24 person recommended to her by both parties. The mediator/fact-finder
25 shall be available during the period from January 2 to February 1.
26 Fees and expenses of the mediator/fact-finder shall be shared equally
27 by the employer and the certified representative.

- 01 (e) (1) During the course of collective bargaining, either party may
02 declare an impasse and request the services of the
03 mediator/fact-finder, or the parties may jointly request his
04 services before declaration of an impasse. If the parties do
05 not reach an agreement by January 15, an impasse exists.
- 06 (2) The dispute shall be submitted to the mediator/fact-finder
07 whenever an impasse has been reached, or before that as provided
08 in subsection (e)(1). The mediator/fact-finder shall engage in
09 mediation by bringing the parties together voluntarily under
10 such favorable circumstances as will tend to bring about the
11 settlement of the dispute.
- 12 (3) If and when the mediator/fact-finder finds in his sole
13 discretion that the parties are at a bona fide impasse, he shall
14 implement the following fact-finding process:
- 15 (A) He shall require the parties to submit jointly a
16 memorandum of all items previously agreed upon, and
17 separate memoranda of their proposals on all items not
18 previously agreed upon.
- 19 (B) He may require the parties to submit evidence or make oral
20 or written argument in support of their proposals. He may
21 hold a hearing for this purpose at a time, date, and place
22 selected by him. This hearing shall not be open to the
23 public.
- 24 (C) On or before February 1, the mediator/fact-finder shall
25 issue a report of his findings of fact and recommendations
26 on those matters still in dispute between the parties.
27 The report shall be submitted to the parties but shall not

01 be made public at this time.

02 (D) In making findings of fact and recommendations, the
03 mediator/fact-finder may take into account only the
04 following factors:

05 (i) Past collective bargaining agreements between the
06 parties, including the past bargaining history that
07 led to the agreements, or the pre-collective
08 bargaining history of employee wages, hours,
09 benefits, and working conditions.

10 (ii) Comparison of wages, hours, benefits, and
11 conditions of employment of similar employees of
12 other public employers in the Washington
13 Metropolitan Area and in Maryland.

14 (iii) Comparison of wages, hours, benefits, and
15 conditions of employment of other Montgomery County
16 personnel.

17 (iv) Wages, benefits, hours, and other working
18 conditions of similar employees of private
19 employers in Montgomery County.

20 (v) The interest and welfare of the public.

21 (vi) The ability of the employer to finance economic
22 adjustments and the effect of the adjustments upon
23 the normal standard of public services provided by
24 the employer.

25 (f) After receiving the report of the mediator/fact-finder, the parties
26 shall meet again to bargain. If 10 days after the parties receive
27 the report they have not reached full agreement, or if either party

01 does not accept, in whole or in part; the recommendations of the
02 mediator/fact-finder, the report of the mediator/fact-finder, WITH
03 RECOMMENDATIONS ON AGREED ITEMS DELETED, shall be made public by
04 sending it to the Council. The mediator/fact-finder shall also send
05 the Council the joint memorandum of items agreed upon, up-dated with
06 any items later agreed upon. The parties shall also send to the
07 Council separate memoranda stating their positions on matters still
08 in dispute.

09 (g) The budget that the employer submits to the Council shall include the
10 items that have been agreed to, as well as the employer's position on
11 matters still in dispute. Any agreed OR DISPUTED term or condition
12 submitted to the Council that requires an appropriation of funds, or
13 the enactment, repeal, or modification of any County law or
14 regulation, OR WHICH HAS OR MAY HAVE A PRESENT OR FUTURE FISCAL
15 IMPACT, MAY BE ACCEPTED OR REJECTED IN WHOLE OR IN PART BY THE
16 COUNCIL. SUCH TERMS OR CONDITIONS shall be identified to the Council
17 by ~~the/employer~~ EITHER OR BOTH PARTIES. The employer shall make a
18 good faith effort to have THE COUNCIL TAKE ACTION TO IMPLEMENT any
19 term or condition ~~that/has/been~~ TO WHICH THE PARTIES HAVE agreed
20 to/implemented/by/Council/action.

21 (h) The Council may hold a public hearing to enable the parties and the
22 public to testify on the agreement and the recommendations for
23 resolving bargaining disputes.

24 (i) On or before April 15, the Council shall indicate by a majority vote
25 its intention to appropriate or otherwise implement the items that
26 have been agreed to, or its intention not to do so, and shall state
27 its reasons for any intent to reject any part of the items, OF THE

01 KIND SPECIFIED IN SUBSECTION (g), that have been agreed to. The
 02 Council shall also indicate by a majority vote its position on
 03 disputed matters WHICH COULD REQUIRE AN APPROPRIATION OF FUNDS OR
 04 ENACTMENT, REPEAL, OR MODIFICATION OF ANY COUNTY LAW OR REGULATION,
 05 OR WHICH HAVE PRESENT OR FUTURE FISCAL IMPACT.

06 (j) Then the Council shall designate a representative to meet with the
 07 parties and present the Council's views in the parties' further
 08 ~~negotiations~~ NEGOTIATION on disputed matters and/or agreed matters
 09 that the Council has indicated its intention to reject. The results
 10 of the negotiation, whether a complete or a partial agreement, shall
 11 be submitted to the Council on or before May 1. The Council may
 12 extend this deadline for no more than one week. Any agreement shall
 13 provide for automatic reduction or elimination of wage and/or
 14 benefits adjustments if:

- 15 (1) the Council does not take action necessary to implement the
 16 agreement, or a part of it;
 17 (2) funds are not appropriated; or
 18 (3) lesser amounts than those stated in the agreement are
 19 appropriated.

20 (k) The Council shall take whatever actions it considers required by the
 21 public interest with respect to matters still in dispute between the
 22 parties. However, those actions shall not be part of the agreement
 23 between the parties unless the parties specifically incorporate them
 24 in the agreement.

25 33-109. Prohibited practices.

26 (a) The employer or its agents or representatives are prohibited from any
 27 of the following:

- 01 (1) Interfering with, restraining, or coercing employees in the
02 exercise of any rights granted to them under this article.
- 03 (2) Dominating or interfering with the formation or administration
04 of any employee organization or contributing financial or other
05 support to it, under an agreement or otherwise. However, the
06 employer and a certified representative may agree to and apply
07 an agency shop provision under this article and a voluntary dues
08 or service fee deduction provision; and may agree to reasonable
09 use of County facilities for communicating with employees.
- 10 (3) Encouraging or discouraging membership in any employee
11 organization by discriminating in hiring, tenure, wages, hours,
12 or conditions of employment. However, nothing in this article
13 precludes an agreement from containing a provision for an agency
14 shop.
- 15 (4) Discharging or discriminating against a public employee because
16 she or he files charges, gives testimony, or otherwise lawfully
17 aids in the administration of this article.
- 18 (5) Refusing to bargain collectively with the certified
19 representative.
- 20 (6) Refusing to reduce to writing or refusing to sign a bargaining
21 agreement that has been agreed to in all respects.
- 22 (7) Refusing to process or arbitrate a grievance if required under a
23 grievance procedure contained in a collective bargaining
24 agreement.
- 25 (8) Directly or indirectly opposing the appropriation of funds or
26 the enactment of legislation by the County Council to implement
27 an agreement reached between the employer and the certified

- 01 representative under this article.
- 02 (9) Engaging in a lockout of employees.
- 03 (b) Employee organizations, their agents, representatives, and persons
04 who work for them are prohibited from any of the following:
- 05 (1) Interfering with, restraining, or coercing the employer or
06 employees in the exercise of any rights granted under this
07 article.
- 08 (2) Restraining, coercing, or interfering with the employer in the
09 selection of its representative for the purposes of collective
10 bargaining or the adjustment of grievances.
- 11 (3) Refusing to bargain collectively with the employer if the
12 employee organization is the certified representative.
- 13 (4) Refusing to reduce to writing or refusing to sign a bargaining
14 agreement which has been agreed to in all respects.
- 15 (5) Hindering or preventing, by threats of violence, intimidation,
16 force, or coercion of any kind, the pursuit of any lawful work
17 or employment by any person, public or private, or obstructing
18 or otherwise unlawfully interfering with the entrance to or exit
19 from any place of employment, or obstructing or unlawfully
20 interfering with the free and uninterrupted use of public roads,
21 streets, highways, railways, airports, or other ways of travel
22 or conveyance by any person, public or private.
- 23 (6) Hindering or preventing by threats, intimidation, force,
24 coercion or sabotage, the obtaining, use, or disposition of
25 materials, supplies, equipment, or services by the employer.
- 26 (7) Taking or retaining unauthorized possession of property of the
27 employer, or refusing to do work or use certain goods or

01 materials as lawfully required by the employer.

02 (8) Causing or attempting to cause the employer to pay or deliver or
03 agree to pay or deliver any money or other thing of value, in
04 the nature of an exaction, for services which are neither
05 performed nor to be performed.

06 (c) A charge of prohibited practice may be filed by the employer, an
07 employee organization, or any individual employee. The charge or
08 charges shall be filed with the Labor Relations Administrator, and
09 copies shall be sent to the party alleged to have committed a
10 prohibited practice. All charges shall contain a statement of facts
11 sufficient to enable the Labor Relations Administrator to investigate
12 the charge. The Labor Relations Administrator may request withdrawal
13 of and, if necessary, summarily dismiss charges if they are
14 insufficiently supported in fact or in law to warrant a hearing. The
15 Labor Relations Administrator has the authority to maintain whatever
16 independent investigation she determines is necessary and to develop
17 regulations for an independent investigation. If, upon
18 investigation, the Labor Relations Administrator finds that a charge
19 is sufficiently supported to raise an issue of fact or law, she
20 shall, if she is unable to achieve settlement or resolution of the
21 matter, hold a hearing on the charge after notification to the
22 parties. In any hearing, charging parties shall present evidence in
23 support of the charges, and the party or parties charged shall have
24 the right to file an answer to the charges, to appear in person or
25 otherwise and to present evidence in defense against the charges.

26 (d) If the Labor Relations Administrator determines that the person
27 charged has committed a prohibited practice, she shall make findings

01 of fact and conclusions of law and may issue an order requiring the
02 person charged to cease and desist from the prohibited practice, and
03 may take affirmative actions that will remedy the violation of this
04 article. Remedies of the Labor Relations Administrator include
05 reinstating employees with or without back pay, making employees
06 whole for any loss relating to County employment suffered as a result
07 of any prohibited practices, or withdrawing or suspending the
08 employee organization's authority to negotiate or continue an agency
09 shop provision or a voluntary dues or service fee deduction
10 provision. If the Labor Relations Administrator finds that the party
11 charged has not committed any prohibited practices, she shall make
12 findings of fact and conclusions of law and issue an order dismissing
13 the charges.

- 14 (e) The Labor Relations Administrator shall not receive or entertain
15 charges based upon an alleged prohibited practice occurring more than
16 6 months before the filing of the charge.

17 33-110. Expression of views.

- 18 (a) The expression or dissemination of any views, argument, or opinion,
19 whether orally, in writing, or otherwise, does not constitute and is
20 not evidence of a prohibited practice under any of the provisions of
21 this law, nor is it grounds for invalidating any election conducted
22 under this law if the expression or dissemination does not contain a
23 threat of reprisal or promise of benefit.

- 24 (b) Recognizing an employee organization does not preclude the County
25 from dealing with religious, social, fraternal, professional, or
26 other lawful associations with respect to matters or policies that
27 involve individual members of the associations or are of particular

01 applicability to it or its members.

02 33-111. Strikes and lockouts.

- 03 (a) An employee or employee organization shall not either directly or
04 indirectly cause, instigate, encourage, condone, or engage in any
05 strike, nor the employer in any lockout. An employee or employee
06 organization shall not obstruct, impede, or restrict, either directly
07 or indirectly, any attempt to terminate a strike.
- 08 (b) The employer shall not pay, reimburse, make whole, or otherwise
09 compensate any employee for or during the period when that employee
10 is directly or indirectly engaged in a strike, nor shall the employer
11 thereafter compensate an employee who struck for wages or benefits
12 lost during the strike.
- 13 (c) If an employee or employee organization violates the provisions of
14 this section, the employer, after adequate notice and a fair hearing
15 before the Labor Relations Administrator who finds that the
16 violations have occurred and finds that any or all of the following
17 actions are necessary in the public interest, may impose any of the
18 following sanctions, subject to the Law-Enforcement Officers' Bill of
19 Rights, Article 27, Sections 727-734D, Annotated Code of Maryland:
- 20 (1) Impose disciplinary action, including dismissal from employment,
21 on employees engaged in the conduct.
- 22 (2) Terminate or suspend the employee organization's dues deduction
23 privilege, if any.
- 24 (3) Revoke the certification of and disqualify the employee
25 organization from participation in representation elections for
26 a period up to a maximum of 2 years.
- 27 (d) This article does not prohibit an employer or a certified employee

01 organization from seeking any remedy available in a court of
 02 competent jurisdiction.

03 33-112. Effect of prior enactments.

04 Any/laws,/executive/orders,/or/regulations/adopted/by/the/County/and/any
 05 department/or/agency/of/the/County/that/are/or/may/be/considered
 06 inconsistent/with/the/provisions/of/this/article/shall/not/be/held/to/be
 07 repealed/or/modified/until/they/are/specifically/repealed/or/modified/by/the
 08 County/or/any/department/or/agency/of/the/County/.

09 (a) NOTHING CONTAINED IN THIS ARTICLE SHALL BE CONSTRUED TO REPEAL ANY
 10 LAW, EXECUTIVE ORDER, RULE, OR REGULATION ADOPTED BY THE COUNTY OR
 11 ANY OF ITS DEPARTMENTS OR AGENCIES THAT IS NOT INCONSISTENT WITH THE
 12 PROVISIONS OF THIS ARTICLE.

13 (b) ANY EXECUTIVE ORDER, RULE, OR REGULATION OF THE COUNTY OR ANY OF ITS
 14 DEPARTMENTS OR AGENCIES THAT REGULATES ANY SUBJECT THAT IS
 15 BARGAINABLE UNDER THIS ARTICLE SHALL NOT BE HELD TO BE REPEALED OR
 16 MODIFIED BY A PROVISION OF A COLLECTIVE BARGAINING AGREEMENT
 17 NEGOTIATED UNDER THIS ARTICLE EXCEPT TO THE EXTENT THAT THE
 18 APPLICATION OF THE ORDER, RULE, OR REGULATION IS INCONSISTENT WITH
 19 THE PROVISION IN THE COLLECTIVE BARGAINING AGREEMENT. HOWEVER, IF
 20 THE INCONSISTENT ORDER, RULE, OR REGULATION IS SUBJECT TO AND HAS
 21 RECEIVED COUNCIL APPROVAL, THE COLLECTIVE BARGAINING AGREEMENT SHALL
 22 NOT GOVERN UNLESS THE ORDER, RULE, OR REGULATION WAS IDENTIFIED TO
 23 THE COUNCIL BY THE PARTIES PRIOR TO THE COUNCIL'S RATIFICATION OF THE
 24 COLLECTIVE BARGAINING AGREEMENT, AS REQUIRED BY SECTION 33-108(g); OR
 25 UNLESS THE ORDER, RULE, OR REGULATION IS REPEALED OR MODIFIED BY THE
 26 COUNCIL.

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Sec. 3. Severability.

If a court holds that part of this act is invalid, the invalidity does not affect other parts.

Sec. 4. Effective Date.

This act takes effect 91 days after it becomes law.

Approved:

William E. Hanna, Jr.
William E. Hanna, Jr., President, County Council

June 27, 1986
Date

Approved:

Charles W. Gilchrist
Charles W. Gilchrist, County Executive

June 30, 1986
Date

This is a correct copy of Council action.

Kathleen A. Freedman
Kathleen A. Freedman, Secretary, County Council

7/1/86
Date