

Article - Education

§23–607.

(a) If an exclusive representative is certified under § 23–605 of this subtitle, the employer and the certified exclusive representative shall enter into a collective bargaining agreement that contains provisions regarding:

(1) Wage, hours, and terms and conditions of employment;

(2) The orderly processing and settlement of grievances regarding the interpretation and implementation of the collective bargaining agreement, which may include:

(i) Binding arbitration; and

(ii) Provisions for the exclusivity of forum; and

(3) The time for submission of items to the County Executive under § 23–609(e)(1) of this subtitle.

(b) (1) The employer automatically shall deduct from the paycheck of an employee who is a member of the bargaining unit represented by the certified exclusive representative dues authorized and owed by the employee to the certified exclusive representative if the employee submits to the employer a dues deduction authorization card that has been duly executed by the employee.

(2) Any dues deducted from paychecks under paragraph (1) of this subsection shall be remitted to the certified exclusive representative.

(3) The employer automatically shall stop making payroll deductions under paragraph (1) of this subsection on behalf of a certified exclusive representative if:

(i) The certified exclusive representative is decertified under § 23–611 or § 23–613 of this subtitle;

(ii) The certified exclusive representative's right to dues is revoked under § 23–613 of this subtitle; or

(iii) The employee ceases to be a member of the bargaining unit represented by the certified exclusive representative.

(c) The grievance procedures included in the collective bargaining agreement under subsection (a)(2) of this section may not allow an arbitrator to alter the terms of the collective bargaining agreement.

(d) Nothing in this section may be construed to:

(1) Authorize or otherwise allow an employee to engage in a strike as defined in § 3-303 of the State Personnel and Pensions Article; or

(2) Restrict the authority of the County Executive or the County Council to determine the budget of the employer.

(e) (1) A collective bargaining agreement entered into under subsection (a) of this section shall be effective on ratification by the majority of votes cast by the employees in the bargaining unit and approval by the Director.

(2) A single year or multiyear collective bargaining agreement shall expire at the close of Howard County's fiscal year.