COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND

2017 Legislative Session

BILL NO. 2017-11

Introduced by: Charles County Commissioners

Collective Bargaining for Covered Employees in the Department of Emergency Services

Date introduced: 12/12/2017

Public Hearing: 1/9/2018 @ 6:00 p.m.

Commissioners Action: 1/9/2018


Pass/Fail: Pass

Effective Date: 2/23/18

Remarks: ________________________________

NOTE: CAPITALS indicate matter added to existing text. [Brackets] indicate matter deleted from existing law.
COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND

2017 Legislative Session

Bill No. 2017-11
Chapter. No. 197
Introduced by Charles County Board of Commissioners
Date of Introduction December 12, 2017

BILL

AN ACT concerning
COLLECTIVE BARGAINING FOR COVERED EMPLOYEES IN THE DEPARTMENT OF EMERGENCY SERVICES

FOR the purpose of permitting voluntary collective bargaining between Charles County and certain covered employees in accordance with Title 4, Subtitle 5, of the Annotated Code of Maryland, Labor and Employment Article.

BY adding a new:

Article IV
Chapter – 197, Sections 26 thru 34
Code of Charles County, Maryland
(2016 Edition)

SECTION 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND, that the Laws of Charles County, Maryland read as follows:

ARTICLE IV, Chapter 197
COLLECTIVE BARGAINING FOR COVERED EMPLOYEES IN THE DEPARTMENT OF EMERGENCY SERVICES

Asterisks *** mean intervening code language remaining unchanged
CAPITALS mean language added to the law
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§197-26  SCOPE


B.  THIS PARAGRAPH DOES NOT APPLY TO THE FOLLOWING EMPLOYEES IN THE CHARLES COUNTY DEPARTMENT OF EMERGENCY SERVICES:

1.  EMPLOYEES WHO HOLD THE RANK OF CAPTAIN OR ABOVE;
2.  EMPLOYEES IN APPOINTED POSITIONS;
3.  CIVILIAN MERIT SYSTEM EMPLOYEES;
4.  FULL-TIME REDUCED HOURS EMPLOYEES;
5.  PART-TIME EMPLOYEES;
6.  CONTRACTUAL EMPLOYEES;
7.  TEMPORARY EMPLOYEES; OR
8.  EMERGENCY EMPLOYEES.

§197-27  EMPLOYEE RIGHTS

A.  A COVERED EMPLOYEE SUBJECT TO THIS ARTICLE HAS THE RIGHT TO:

1.  TAKE PART IN OR REFRAIN FROM TAKING PART IN FORMING, JOINING, SUPPORTING, OR PARTICIPATING IN ANY EMPLOYEE ORGANIZATION OR ITS LAWFUL ACTIVITIES;
2.  BE REPRESENTED BY AN EXCLUSIVE REPRESENTATIVE, IF ANY, IN COLLECTIVE BARGAINING; AND
3.  ENGAGE IN OTHER CONCERTED ACTIVITIES FOR THE PURPOSE OF COLLECTIVE BARGAINING.

B.  COVERED EMPLOYEES SUBJECT TO THIS ARTICLE MAY SEEK RECOGNITION IN ORDER TO ORGANIZE AND BARGAIN COLLECTIVELY IN GOOD FAITH WITH THE COUNTY COMMISSIONERS OF CHARLES COUNTY OR THEIR DESIGNEE(S) CONCERNING THE FOLLOWING MATTERS:

1.  COMPENSATION, EXCLUDING THOSE NON-RETIREMENT BENEFITS
DETERMINED, OFFERED, ADMINISTERED, CONTROLLED, OR
MANAGED BY THE COUNTY COMMISSIONERS OF CHARLES COUNTY;

2. RETIREMENT BENEFITS;

3. LEAVE, HOLIDAYS, AND VACATIONS; AND

4. WORKING CONDITIONS AND JOB SECURITY.

C. NOTHING IN THIS SECTION SHALL BE DEEMED TO REQUIRE THE CHARLES
COUNTY TO BARGAIN COLLECTIVELY WITH COVERED EMPLOYEES
CONCERNING CHANGES TO HEALTH, DENTAL, VISION, LIFE, DISABILITY,
WORKER’S COMPENSATION, OR ANY OTHER NON-RETIREMENT BENEFIT.

D. A COVERED EMPLOYEE WHO IS A MEMBER OF A BARGAINING UNIT WITH
AN EXCLUSIVE REPRESENTATIVE MAY DISCUSS ANY MATTER WITH CHARLES
COUNTY MANAGEMENT OFFICIALS WITHOUT THE INTERVENTION OF THE
EXCLUSIVE REPRESENTATIVE. THE EXCLUSIVE REPRESENTATIVE SHALL BE
GIVEN NOTICE OF ANY SUCH DISCUSSION.

E. IF A DISCUSSION UNDER PARAGRAPH D OF THIS SECTION LEADS TO A
RESOLUTION OR ADJUSTMENT OF A DISPUTE, THE RESOLUTION OR ADJUSTMENT
MAY NOT BE INCONSISTENT WITH THE TERMS OF A COLLECTIVE BARGAINING
AGREEMENT THEN IN EFFECT.

F. A COVERED EMPLOYEE WHO IS NOT A MEMBER OF THE EXCLUSIVE
REPRESENTATIVE MAY BE REQUIRED TO PAY A PROPORTIONAL SERVICE FEE
FOR COSTS ASSOCIATED WITH THE ADMINISTRATION AND ENFORCEMENT OF
ANY AGREEMENT THAT BENEFITS THE AFFECTED EMPLOYEES. AN EXCLUSIVE
REPRESENTATIVE SHALL BE SELECTED IN ACCORDANCE WITH THE
PROCEDURES SET FORTH IN SECTION 197-29 OF THIS ARTICLE.

§197-28 MANAGEMENT RIGHTS
A. CHARLES COUNTY, THROUGH ITS APPROPRIATE OFFICERS AND
MANAGEMENT OFFICIALS, HAS THE EXCLUSIVE RIGHT:

1. TO DETERMINE THE:

   a. MISSION;

   b. BUDGET;

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c. ORGANIZATION;

d. NUMBERS, TYPES, AND GRADES OF EMPLOYEES ASSIGNED;

e. WORK PROJECTS, TOURS OF DUTY, AND METHODS, MEANS, AND PERSONNEL BY WHICH ITS OPERATIONS ARE CONDUCTED;

f. TECHNOLOGY;

g. INTERNAL SECURITY PRACTICES; AND

h. LOCATION OF ITS FACILITIES;

2. MAINTAIN AND IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF DEPARTMENTAL OPERATIONS;

3. DETERMINE THE SERVICES TO BE RENDERED, OPERATIONS TO BE PERFORMED, AND TECHNOLOGY TO BE USED;

4. DETERMINE THE OVERALL METHODS, PROCESSES, MEANS, AND CLASSES OF WORK OR PERSONNEL BY WHICH OPERATIONS ARE TO BE CONDUCTED;

5. HIRE, DIRECT, SUPERVISE, AND ASSIGN EMPLOYEES, INCLUDING THE RIGHT TO ASSIGN EMPLOYEES TO A PARTICULAR STATION OR STATIONS;

6. ESTABLISH, IMPLEMENT, MODIFY, AND ELIMINATE WORK SCHEDULES, INCLUDING THE RIGHT TO HOLD EMPLOYEES PAST THE END OF A SCHEDULED SHIFT AND THE RIGHT TO REQUIRE EMPLOYEES TO WORK MANDATORY EMERGENCY HOURS;

7. PROMOTE, DEMOTE, DISCIPLINE, DISCHARGE, RETAIN, AND LAY OFF EMPLOYEES;

8. TERMINATE EMPLOYMENT BECAUSE OF LACK OF FUNDS, LACK OF WORK, A DETERMINATION BY THE COUNTY COMMISSIONERS OF CHARLES COUNTY AND/OR THE CHARLES COUNTY DEPARTMENT OF EMERGENCY SERVICES THAT CONTINUED WORK WOULD BE INEFFICIENT OR NONPRODUCTIVE, OR FOR OTHER LEGITIMATE REASONS;

9. ESTABLISH, MAINTAIN, MODIFY AND ELIMINATE THE QUALIFICATIONS OF EMPLOYEES FOR HIRING, APPOINTMENT AND PROMOTIONS, INCLUDING THE RIGHT TO REQUIRE PHYSICAL AGILITY TESTS;

10. ESTABLISH, MAINTAIN, MODIFY AND ELIMINATE STANDARDS OF CONDUCT;
11. ESTABLISH, MAINTAIN, MODIFY AND ELIMINATE SAFETY RULES;
12. APPROVE OR DENY SECONDARY EMPLOYMENT REQUESTS;
13. LIMIT OR DENY VOLUNTEER SERVICE, INCLUDING LIMITING THE RANK OR OFFICE THAT AN EMPLOYEE MAY HOLD WITH A VOLUNTEER COMPANY;
14. ESTABLISH, MAINTAIN, MODIFY AND ELIMINATE OFFICE RULES, REGULATIONS, AND PROCEDURES;
15. PROVIDE A SYSTEM OF MERIT EMPLOYMENT IN ACCORDANCE WITH THE CHARLES COUNTY GOVERNMENT PERSONNEL POLICY AND PROCEDURES MANUAL; AND
16. TAKE ACTIONS, NOT OTHERWISE SPECIFIED IN THIS SECTION, UNLESS EXPRESSLY LIMITED BY SECTION 197-27(B) OF THIS ARTICLE.

§197-29 SELECTION OF EXCLUSIVE REPRESENTATIVE
A. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, AN EXCLUSIVE REPRESENTATIVE MAY NOT BE RECOGNIZED BY THE COUNTY COMMISSIONERS OF CHARLES COUNTY UNLESS THAT REPRESENTATIVE IS SELECTED AND CERTIFIED BY A MUTUALLY AGREED UPON THIRD PARTY, SUCH AS A COMMISSIONER OF THE FEDERAL MEDIATION AND CONCILIATION SERVICE.
B. ANY PETITION TO BE RECOGNIZED THAT IS SUBMITTED ON BEHALF OF COVERED EMPLOYEE SHALL BE ACCOMPANIED BY A SHOWING OF INTEREST SUPPORTED BY AT LEAST 51% OF THE COVERED EMPLOYEES INDICATING THEIR DESIRE TO BE EXCLUSIVELY REPRESENTED BY THE PETITIONER FOR THE PURPOSE OF COLLECTIVE BARGAINING.
C. IF THE COUNTY COMMISSIONERS OF CHARLES COUNTY WISH TO CHALLENGE THE VALIDITY OF A PETITION SUBMITTED UNDER PARAGRAPH B OF THIS SECTION, WITHIN 20 DAYS AFTER SUBMISSION OF THE PETITION, THE COUNTY COMMISSIONERS OF CHARLES COUNTY MAY REQUEST A SECRET BALLOT ELECTION.
1. THE SECRET BALLOT ELECTION SHALL BE CONDUCTED BY AN IMPARTIAL UMPIRE SELECTED JOINTLY BY THE PARTICIPATING

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PARTIES FROM A LIST OF UMPIRES PROVIDED BY THE FEDERAL MEDIATION AND CONCILIATION SERVICE.

2. THE COSTS ASSOCIATED WITH THE APPOINTMENT OF THE IMPARTIAL UMPIRE SHALL BE SHARED EQUALLY BY THE EXCLUSIVE REPRESENTATIVE AND THE COUNTY COMMISSIONERS OF CHARLES COUNTY.

3. IF AT LEAST 51% OF THE EMPLOYEES IN THE BARGAINING UNIT VOTE IN FAVOR OF REPRESENTATION BY THE EXCLUSIVE REPRESENTATIVE DURING THE SECRET BALLOT ELECTION, THE EXCLUSIVE REPRESENTATIVE SHALL BE CERTIFIED.

§197-30 DECERTIFICATION OF EXCLUSIVE REPRESENTATIVE

A. EXCEPT AS PROVIDED IN PARAGRAPH B OF THIS SECTION, AN EXCLUSIVE REPRESENTATIVE SHALL BE DEEMED DECERTIFIED IF A PETITION IS SUBMITTED TO THE COUNTY COMMISSIONERS OF CHARLES COUNTY AND THE EXCLUSIVE REPRESENTATIVE THAT IS SIGNED BY 51% OF THE COVERED EMPLOYEES INDICATING THEIR DESIRE TO DECERTIFY THE EXCLUSIVE REPRESENTATIVE

B. IF THE EXCLUSIVE REPRESENTATIVE WISHES TO CHALLENGE THE VALIDITY OF A PETITION SUBMITTED UNDER PARAGRAPH A OF THIS SECTION, WITHIN 20 DAYS AFTER SUBMISSION OF THE PETITION, THE EXCLUSIVE REPRESENTATIVE MAY REQUEST A SECRET BALLOT ELECTION.

C. THE SECRET BALLOT ELECTION SHALL BE CONDUCTED BY AN IMPARTIAL UMPIRE SELECTED JOINTLY BY THE PARTICIPATING PARTIES FROM A LIST OF UMPIRES PROVIDED BY THE FEDERAL MEDIATION AND CONCILIATION SERVICE.

D. THE COSTS ASSOCIATED WITH THE APPOINTMENT OF THE IMPARTIAL UMPIRE SHALL BE PAID BY THE EXCLUSIVE REPRESENTATIVE.

E. IF AT LEAST 51% OF THE EMPLOYEES IN THE BARGAINING UNIT VOTE IN FAVOR OF DECERTIFICATION DURING THE SECRET BALLOT ELECTION, THE EXCLUSIVE REPRESENTATIVE SHALL BE DECERTIFIED.
§197-31 NEOTIATIONS
A. THE COUNTY COMMISSIONERS OF CHARLES COUNTY SHALL DESIGNATE AT LEAST ONE, BUT NOT MORE THAN FIVE, INDIVIDUALS TO REPRESENT THE COUNTY IN COLLECTIVE BARGAINING.
B. THE EXCLUSIVE REPRESENTATIVE SHALL DESIGNATE AT LEAST ONE, BUT NOT MORE THAN FIVE, INDIVIDUALS TO REPRESENT THE EXCLUSIVE REPRESENTATIVE IN COLLECTIVE BARGAINING.
C. THE PARTIES SHALL MEET AT REASONABLE TIMES AND ENGAGE IN COLLECTIVE BARGAINING IN GOOD FAITH.
D. NEGOTIATIONS OR MATTERS RELATING TO NEGOTIATIONS SHALL BE CONSIDERED CLOSED SESSIONS UNDER MARYLAND ANNOTATED CODE GENERAL PROVISIONS § 3-305, AS MAY BE AMENDED FROM TIME TO TIME.
E. NEGOTIATIONS FOR AN AGREEMENT SHALL BEGIN ON OR BEFORE EACH DECEMBER 1 OF THE YEAR BEFORE THE EXPIRATION OF ANY EXISTING AGREEMENT.

§197-32 COLLECTIVE BARGAINING AGREEMENT
A. A COLLECTIVE BARGAINING AGREEMENT IS NOT VALID IF IT EXTENDS FOR LESS THAN 1 YEAR OR FOR MORE THAN 4 YEARS, BUT AGREEMENT EXTENSIONS MAY BE SHORTER WHILE THE PARTIES CONTINUE TO NEGOTIATE.
B. AN AGREEMENT SHALL CONTAIN ALL MATTERS OF AGREEMENT REACHED IN THE COLLECTIVE BARGAINING PROCESS.
C. AN AGREEMENT MAY CONTAIN A GRIEVANCE PROCEDURE FOR THE INTERPRETATION OF CONTRACT TERMS AND CLAUSES.
D. AN AGREEMENT REACHED IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE IN WRITING.
E. AN AGREEMENT IS NOT EFFECTIVE UNTIL IT IS RATIFIED BY:
   1. THE COUNTY COMMISSIONERS OF CHARLES COUNTY; AND
   2. A MAJORITY OF THE VOTES CAST BY THE MEMBERS OF THE EXCLUSIVE REPRESENTATIVE.
F. A MODIFICATION TO AN EXISTING AGREEMENT IS NOT VALID UNLESS IT IS IN WRITING AND RATIFIED BY:
   1. THE COUNTY COMMISSIONERS OF CHARLES COUNTY; AND
   2. A MAJORITY OF THE VOTES CAST BY THE MEMBERS OF THE EXCLUSIVE REPRESENTATIVE.

G. AFTER AN AGREEMENT OR MODIFICATION TO AN EXISTING AGREEMENT HAS BEEN RATIFIED IN ACCORDANCE WITH PARAGRAPHS E OR F ABOVE, IT SHALL BE SIGNED BY THE PRESIDENT OF THE COUNTY COMMISSIONERS AND A REPRESENTATIVE OR REPRESENTATIVES OF THE EXCLUSIVE REPRESENTATIVE.

H. DURING THE TERM OF A COLLECTIVE BARGAINING AGREEMENT, THE PARTIES MAY ENTER INTO SIDE LETTER AGREEMENTS WITHOUT THE FULL RATIFICATION PROCESS SET FORTH IN PARAGRAPHS E OR F ABOVE.

I. IF THERE IS A CONFLICT BETWEEN AN EXISTING COLLECTIVE BARGAINING AGREEMENT AND A RULE OR REGULATION ADOPTED BY CHARLES COUNTY, INCLUDING MERIT SYSTEM OR OTHER PERSONNEL REGULATIONS, THE TERMS OF THE AGREEMENT SHALL PREVAIL UNLESS OTHERWISE PROHIBITED BY LAW.

§197-33 PROCEDURES PERTAINING TO COLLECTIVE BARGAINING IMPASSE -- MEDIATION

A. IF THE EXCLUSIVE REPRESENTATIVE AND THE COUNTY COMMISSIONERS ARE UNABLE TO REACH AN AGREEMENT ON OR BEFORE MARCH 1, ANY PARTY MAY SEEK MEDIATION THROUGH THE FEDERAL MEDIATION AND CONCILIATION SERVICE.

B. A PARTY SEEKING MEDIATION UNDER PARAGRAPH A OF THIS SECTION SHALL PROVIDE WRITTEN NOTICE TO THE OTHER PARTIES AND THE FEDERAL MEDIATION AND CONCILIATION SERVICE AT LEAST 15 DAYS BEFORE THE ANTICIPATED FIRST MEDIATION MEETING.

C. THE PARTIES SHALL SHARE THE COSTS OF THE SERVICES OF THE MEDIATOR EQUALLY.
D. Costs incurred by a party to prepare, appear, or secure representation, expert witnesses, or evidence of any kind shall be borne exclusively by that party.

E. The parties shall engage in mediation for at least 15 days unless the parties mutually agree in writing to the termination or extension of the mediation or reach an agreement.

F. The contents of a mediation proceeding under this section may not be disclosed by the parties or the mediator.

§197-34 PROCEDURES PERTAINING TO COLLECTIVE BARGAINING

IMPASSE -- ARBITRATION

A. If the exclusive representative and the county commissioners of Charles County have not reached an agreement on or before April 1, or any later date determined by mutual agreement of the parties, any party may declare a bargaining impasse.

1. The party declaring a bargaining impasse pursuant to paragraph A of this section shall request a list of arbitrators to be provided to the parties by the Federal Mediation and Conciliation Service; and

2. Within 3 days after the parties' receipt of the list provided under subparagraph 1 of this section, the parties shall select an arbitrator by alternative striking of names from the list.

B. On or before April 15, or any later date determined by mutual agreement of the parties, the parties shall submit to the arbitrator:

1. A joint memorandum listing all items to which the parties previously agreed; and

2. A separate proposed memorandum of each party's final offer presented in negotiations on all items to which the parties previously did not agree.

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C. ON OR BEFORE APRIL 30, OR ANY LATER DATE DETERMINED BY MUTUAL AGREEMENT OF THE PARTIES, THE ARBITRATOR SHALL HOLD A CLOSED HEARING ON THE PARTIES' PROPOSALS AT A TIME, DATE, AND PLACE WITHIN CHARLES COUNTY SELECTED BY THE ARBITRATOR.

D. AT A HEARING, EACH PARTY MAY SUBMIT EVIDENCE AND MAKE ORAL AND WRITTEN ARGUMENTS IN SUPPORT OF THE PARTY'S LAST FINAL OFFER.

E. THE ARBITRATOR MAY:

   1. GIVE NOTICE AND HOLD HEARINGS IN ACCORDANCE WITH THE MARYLAND ADMINISTRATIVE PROCEDURE ACT;
   2. ADMINISTER OATHS AND TAKE TESTIMONY AND OTHER EVIDENCE; AND
   3. ISSUE SUBPOENAS.

F. ONCE THE PARTIES HAVE SUBMITTED THEIR POSITIONS INTO THE RECORD, EACH PARTY SHALL HAVE AN OPPORTUNITY TO REVISE ITS FINAL POSITION BEFORE THE RECORD IS CLOSED AND THE MATTER IS SUBMITTED TO THE ARBITRATOR FOR A DETERMINATION.

G. ON OR BEFORE MAY 15, OR ANY LATER DATE DETERMINED BY MUTUAL AGREEMENT OF THE PARTIES, THE ARBITRATOR SHALL ISSUE A REPORT:

   1. SELECTING THE FINAL OFFER SUBMITTED BY THE PARTIES THAT THE ARBITRATOR DETERMINES TO BE MORE REASONABLE WHEN VIEWED AS A WHOLE; AND
   2. STATING THE REASONS THAT THE ARBITRATOR FOUND THE FINAL OFFER TO BE MORE REASONABLE.

H. IN DETERMINING WHICH FINAL OFFER IS MORE REASONABLE UNDER PARAGRAPH G OF THIS SECTION, THE ARBITRATOR MAY CONSIDER ONLY:

   1. PAST COLLECTIVE BARGAINING AGREEMENTS BETWEEN THE PARTIES, INCLUDING THE BARGAINING HISTORY THAT LED TO THE COLLECTIVE BARGAINING AGREEMENT AND THE PRE-COLLECTIVE BARGAINING HISTORY OF EMPLOYEE WAGES, HOURS, BENEFITS, AND OTHER WORKING CONDITIONS;
2. A COMPARISON OF WAGES, HOURS, BENEFITS, AND OTHER CONDITIONS OF EMPLOYMENT OF COVERED EMPLOYEES IN OTHER JURISDICTIONS IN THE STATE AND IN THE BALTIMORE /WASHINGTON REGION, INCLUDING VIRGINIA COUNTIES AND MUNICIPALITIES:

3. A COMPARISON OF WAGES, HOURS, BENEFITS, AND OTHER CONDITIONS OF EMPLOYMENT OF EMPLOYEES WORKING FOR CHARLES COUNTY;

4. THE COSTS OF THE RESPECTIVE PROPOSALS OF THE PARTIES;

5. THE CONDITION OF THE GENERAL OPERATING FUND OF CHARLES COUNTY, THE ABILITY OF CHARLES COUNTY TO FINANCE ANY ECONOMIC ADJUSTMENTS REQUIRED UNDER THE PROPOSED COLLECTIVE BARGAINING AGREEMENT, AND THE POTENTIAL IMPACT OF THE PARTIES' FINAL OFFERS ON THE BOND RATING OF CHARLES COUNTY;

6. THE ANNUAL INCREASE OR DECREASE IN CONSUMER PRICES FOR GOODS AND SERVICES AS REFLECTED IN THE MOST RECENT CONSUMER PRICE INDEX FOR THE WASHINGTON-ARLINGTON-ALEXANDRIA, DC-VA-MD-WV METROPOLITAN STATISTICAL AREA PUBLISHED BY THE FEDERAL BUREAU OF LABOR STATISTICS;

7. THE ANNUAL INCREASE OR DECREASE IN THE COST OF LIVING IN CHARLES COUNTY;

8. RECRUITMENT AND RETENTION DATA FOR COVERED EMPLOYEES;

9. THE SPECIAL NATURE OF THE WORK PERFORMED BY THE EMPLOYEES IN THE BARGAINING UNIT, INCLUDING HAZARDS OF EMPLOYMENT, PHYSICAL REQUIREMENTS, EDUCATIONAL QUALIFICATIONS, JOB TRAINING AND SKILLS, SHIFT ASSIGNMENTS, AND THE DEMANDS PLACED ON THOSE EMPLOYEES AS COMPARED TO OTHER CHARLES COUNTY DEPARTMENT OF EMERGENCY SERVICES EMPLOYEES;

10. THE INTEREST AND WELFARE OF THE PUBLIC AND THE EMPLOYEES IN THE BARGAINING UNIT; AND

11. STIPULATIONS OF THE PARTIES REGARDING ANY OF THE ITEMS UNDER THIS PARAGRAPH.

I. THE ARBITRATOR MAY NOT:

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1. RECEIVE OR CONSIDER THE HISTORY OF COLLECTIVE BARGAINING RELATED TO THE IMMEDIATE DISPUTE, INCLUDING ANY OFFERS OF SETTLEMENT NOT CONTAINED IN THE FINAL OFFER SUBMITTED TO THE ARBITRATOR, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE;

2. COMBINE FINAL OFFERS OR ALTER THE FINAL OFFER THAT THE ARBITRATOR SELECTS, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE;

3. SELECT AN OFFER IN WHICH THE CONDITIONS OF EMPLOYMENT OR THE COMPENSATION, SALARIES, FEES, OR WAGES TO BE PAID ARE UNREASONABLE.

J. THE ARBITRATOR SHALL SUBMIT THE REPORT ISSUED UNDER PARAGRAPH G OF THIS SECTION TO THE COUNTY COMMISSIONERS AND THE EXCLUSIVE REPRESENTATIVE.

K. THE RECOMMENDATIONS OF THE ARBITRATOR ARE NOT BINDING ON THE COUNTY COMMISSIONERS OR THE EXCLUSIVE REPRESENTATIVE.

L. EXCEPT AS PROVIDED IN SUBPARAGRAPH 1 OF THIS PARAGRAPH, THE COUNTY COMMISSIONERS MAY ADOPT OR REJECT A RECOMMENDATION OF THE ARBITRATOR.

M. THE PARTIES SHALL SHARE THE COSTS OF THE SERVICES OF THE ARBITRATOR EQUALLY.

N. COSTS INCURRED BY A PARTY TO PREPARE, APPEAR, OR SECURE REPRESENTATION, EXPERT WITNESSES, OR EVIDENCE OF ANY KIND SHALL BE BORNE EXCLUSIVELY BY THAT PARTY.

O. NOTHING IN THIS SECTION SHALL BE CONSTRUED TO PROHIBIT THE PARTIES FROM REACHING A VOLUNTARY SETTLEMENT ON ANY UNRESOLVED ISSUES AT ANY TIME BEFORE OR AFTER THE ISSUANCE OF THE RECOMMENDATIONS BY THE ARBITRATOR.
P. IF A COLLECTIVE BARGAINING AGREEMENT EXPIRES AFTER THE EXCLUSIVE REPRESENTATIVE HAS GIVEN NOTICE OF ITS DESIRE TO ENTER INTO COLLECTIVE BARGAINING FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT, THE TERMS AND CONDITIONS OF THE PRIOR COLLECTIVE BARGAINING AGREEMENT SHALL REMAIN IN EFFECT UNTIL THE EARLIER OF:

1. THE PARTIES REACHING A NEW AGREEMENT; OR
2. 180 DAYS FROM THE DATE THE PARTY OR PARTIES REJECT THE ARBITRATOR'S RECOMMENDATIONS.

Q. IF THE PARTIES FAIL TO REACH A NEW AGREEMENT WITHIN THE 180-DAY TIME PERIOD UNDER PARAGRAPH P(2) OF THIS SECTION, THE TERMS AND CONDITIONS OF THE PRIOR COLLECTIVE BARGAINING AGREEMENT SHALL CEASE TO BE EFFECTIVE.

R. ANY PROVISION IN A COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR A COST OF LIVING ADJUSTMENT OR A MERIT OR STEP INCREASE DURING THE TERM OF THE AGREEMENT SHALL NOT REMAIN IN EFFECT AFTER THE EXPIRATION OF THE COLLECTIVE BARGAINING AGREEMENT.

S. THIS SECTION DOES NOT AUTHORIZE A COVERED EMPLOYEE TO ENGAGE IN A STRIKE AS DEFINED IN § 3-303 OF THE STATE PERSONNEL AND PENSIONS ARTICLE.

T. NOTHING IN THIS ARTICLE SHALL BE CONSTRUED AS SUBJECTING DISCIPLINARY MATTERS OR THE DISCIPLINARY PROCESS TO NEGOTIATION AS PART OF THE COLLECTIVE BARGAINING PROCESS.

SECTION 2. BE IT FURTHER ENACTED, THAT THIS ACT SHALL TAKE EFFECT FORTY-FIVE (45) CALENDAR DAYS AFTER IT BECOMES LAW.

ADOPTED THIS 9th DAY OF JANUARY, 2018.
ATTEST:

Debra M. Davis, Esq.

Danielle Mitchell, Clerk to the Commissioners