

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

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Date introduced: 12 / 12 / 2017

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

Commissioners Action: 1 / 9 / 2018

Commissioner Votes: PFM: Y, KR: Y, DD: Y, AS: Y, BR: Y

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  
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1       **§197-26       SCOPE**

2       A.       THIS ARTICLE APPLIES TO ALL FULL TIME MERIT SYSTEM EMPLOYEES IN  
3       THE EMERGENCY MEDICAL SERVICES DIVISION OF THE CHARLES COUNTY  
4       DEPARTMENT OF EMERGENCY SERVICES WHO HOLD THE FOLLOWING RANKS:  
5       LIEUTENANT, PARAMEDIC, AND EMERGENCY MEDICAL TECHNICIAN  
6       (HEREINAFTER “COVERED EMPLOYEES”).

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

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

17  
18       **§197-27       EMPLOYEE RIGHTS**

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

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

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

- 31              1.       COMPENSATION, EXCLUDING THOSE NON-RETIREMENT BENEFITS

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- 1 DETERMINED, OFFERED, ADMINISTERED, CONTROLLED, OR
- 2 MANAGED BY THE COUNTY COMMISSIONERS OF CHARLES COUNTY;
- 3 2. RETIREMENT BENEFITS;
- 4 3. LEAVE, HOLIDAYS, AND VACATIONS; AND
- 5 4. WORKING CONDITIONS AND JOB SECURITY.

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

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

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

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

25

26 **§197-28 MANAGEMENT RIGHTS**

27 A. CHARLES COUNTY, THROUGH ITS APPROPRIATE OFFICERS AND  
 28 MANAGEMENT OFFICIALS, HAS THE EXCLUSIVE RIGHT:

- 29 1. TO DETERMINE THE:
  - 30 a. MISSION;
  - 31 b. BUDGET;

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- 1 c. ORGANIZATION;
- 2 d. NUMBERS, TYPES, AND GRADES OF EMPLOYEES ASSIGNED;
- 3 e. WORK PROJECTS, TOURS OF DUTY, AND METHODS, MEANS, AND
- 4 PERSONNEL BY WHICH ITS OPERATIONS ARE CONDUCTED;
- 5 f. TECHNOLOGY;
- 6 g. INTERNAL SECURITY PRACTICES; AND
- 7 h. LOCATION OF ITS FACILITIES;
- 8 2. MAINTAIN AND IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF
- 9 DEPARTMENTAL OPERATIONS;
- 10 3. DETERMINE THE SERVICES TO BE RENDERED, OPERATIONS TO BE
- 11 PERFORMED, AND TECHNOLOGY TO BE USED;
- 12 4. DETERMINE THE OVERALL METHODS, PROCESSES, MEANS, AND CLASSES
- 13 OF WORK OR PERSONNEL BY WHICH OPERATIONS ARE TO BE CONDUCTED;
- 14 5. HIRE, DIRECT, SUPERVISE, AND ASSIGN EMPLOYEES, INCLUDING THE
- 15 RIGHT TO ASSIGN EMPLOYEES TO A PARTICULAR STATION OR STATIONS;
- 16 6. ESTABLISH, IMPLEMENT, MODIFY, AND ELIMINATE WORK SCHEDULES,
- 17 INCLUDING THE RIGHT TO HOLD EMPLOYEES PAST THE END OF A SCHEDULED
- 18 SHIFT AND THE RIGHT TO REQUIRE EMPLOYEES TO WORK MANDATORY
- 19 EMERGENCY HOURS;
- 20 7. PROMOTE, DEMOTE, DISCIPLINE, DISCHARGE, RETAIN, AND LAY OFF
- 21 EMPLOYEES;
- 22 8. TERMINATE EMPLOYMENT BECAUSE OF LACK OF FUNDS, LACK OF WORK,
- 23 A DETERMINATION BY THE COUNTY COMMISSIONERS OF CHARLES COUNTY
- 24 AND/OR THE CHARLES COUNTY DEPARTMENT OF EMERGENCY SERVICES THAT
- 25 CONTINUED WORK WOULD BE INEFFICIENT OR NONPRODUCTIVE, OR FOR OTHER
- 26 LEGITIMATE REASONS;
- 27 9. ESTABLISH, MAINTAIN, MODIFY AND ELIMINATE THE QUALIFICATIONS
- 28 OF EMPLOYEES FOR HIRING, APPOINTMENT AND PROMOTIONS, INCLUDING THE
- 29 RIGHT TO REQUIRE PHYSICAL AGILITY TESTS;
- 30 10. ESTABLISH, MAINTAIN, MODIFY AND ELIMINATE STANDARDS OF
- 31 CONDUCT;

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1 11. ESTABLISH, MAINTAIN, MODIFY AND ELIMINATE SAFETY RULES;

2 12. APPROVE OR DENY SECONDARY EMPLOYMENT REQUESTS;

3 13. LIMIT OR DENY VOLUNTEER SERVICE, INCLUDING LIMITING THE RANK  
4 OR OFFICE THAT AN EMPLOYEE MAY HOLD WITH A VOLUNTEER COMPANY;

5 14. ESTABLISH, MAINTAIN, MODIFY AND ELIMINATE OFFICE RULES,  
6 REGULATIONS, AND PROCEDURES;

7 15. PROVIDE A SYSTEM OF MERIT EMPLOYMENT IN ACCORDANCE WITH THE  
8 CHARLES COUNTY GOVERNMENT PERSONNEL POLICY AND PROCEDURES  
9 MANUAL; AND

10 16. TAKE ACTIONS, NOT OTHERWISE SPECIFIED IN THIS SECTION, UNLESS  
11 EXPRESSLY LIMITED BY SECTION 197-27(B) OF THIS ARTICLE.

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13 **§197-29** SELECTION OF EXCLUSIVE REPRESENTATIVE

14 A. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, AN EXCLUSIVE  
15 REPRESENTATIVE MAY NOT BE RECOGNIZED BY THE COUNTY COMMISSIONERS  
16 OF CHARLES COUNTY UNLESS THAT REPRESENTATIVE IS SELECTED AND  
17 CERTIFIED BY A MUTUALLY AGREED UPON THIRD PARTY, SUCH AS A  
18 COMMISSIONER OF THE FEDERAL MEDIATION AND CONCILIATION SERVICE.

19 B. ANY PETITION TO BE RECOGNIZED THAT IS SUBMITTED ON BEHALF OF  
20 COVERED EMPLOYEE SHALL BE ACCOMPANIED BY A SHOWING OF INTEREST  
21 SUPPORTED BY AT LEAST 51% OF THE COVERED EMPLOYEES INDICATING THEIR  
22 DESIRE TO BE EXCLUSIVELY REPRESENTED BY THE PETITIONER FOR THE  
23 PURPOSE OF COLLECTIVE BARGAINING.

24 C. IF THE COUNTY COMMISSIONERS OF CHARLES COUNTY WISH TO  
25 CHALLENGE THE VALIDITY OF A PETITION SUBMITTED UNDER PARAGRAPH B OF  
26 THIS SECTION, WITHIN 20 DAYS AFTER SUBMISSION OF THE PETITION, THE  
27 COUNTY COMMISSIONERS OF CHARLES COUNTY MAY REQUEST A SECRET  
28 BALLOT ELECTION.

29 1. THE SECRET BALLOT ELECTION SHALL BE CONDUCTED BY AN  
30 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.

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1       **§197-31        NEGOTIATIONS**

2        A. THE COUNTY COMMISSIONERS OF CHARLES COUNTY SHALL DESIGNATE AT  
3        LEAST ONE, BUT NOT MORE THAN FIVE, INDIVIDUALS TO REPRESENT THE  
4        COUNTY IN COLLECTIVE BARGAINING.

5        B. THE EXCLUSIVE REPRESENTATIVE SHALL DESIGNATE AT LEAST ONE, BUT  
6        NOT MORE THAN FIVE, INDIVIDUALS TO REPRESENT THE EXCLUSIVE  
7        REPRESENTATIVE IN COLLECTIVE BARGAINING.

8        C. THE PARTIES SHALL MEET AT REASONABLE TIMES AND ENGAGE IN  
9        COLLECTIVE BARGAINING IN GOOD FAITH.

10       D. NEGOTIATIONS OR MATTERS RELATING TO NEGOTIATIONS SHALL BE  
11       CONSIDERED CLOSED SESSIONS UNDER MARYLAND ANNOTATED CODE  
12       GENERAL PROVISIONS § 3-305, AS MAY BE AMENDED FROM TIME TO TIME.

13       E. NEGOTIATIONS FOR AN AGREEMENT SHALL BEGIN ON OR BEFORE EACH  
14       DECEMBER 1 OF THE YEAR BEFORE THE EXPIRATION OF ANY EXISTING  
15       AGREEMENT.

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17       **§197-32    COLLECTIVE BARGAINING AGREEMENT**

18       A.     A COLLECTIVE BARGAINING AGREEMENT IS NOT VALID IF IT EXTENDS  
19       FOR LESS THAN 1 YEAR OR FOR MORE THAN 4 YEARS, BUT AGREEMENT  
20       EXTENSIONS MAY BE SHORTER WHILE THE PARTIES CONTINUE TO NEGOTIATE.

21       B.     AN AGREEMENT SHALL CONTAIN ALL MATTERS OF AGREEMENT  
22       REACHED IN THE COLLECTIVE BARGAINING PROCESS.

23       C.     AN AGREEMENT MAY CONTAIN A GRIEVANCE PROCEDURE FOR THE  
24       INTERPRETATION OF CONTRACT TERMS AND CLAUSES.

25       D.     AN AGREEMENT REACHED IN ACCORDANCE WITH THIS PARAGRAPH  
26       SHALL BE IN WRITING.

- 27       E.     AN AGREEMENT IS NOT EFFECTIVE UNTIL IT IS RATIFIED BY:
  - 28           1.     THE COUNTY COMMISSIONERS OF CHARLES COUNTY; AND
  - 29           2.     A MAJORITY OF THE VOTES CAST BY THE MEMBERS OF THE
  - 30                  EXCLUSIVE REPRESENTATIVE.

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1 F. A MODIFICATION TO AN EXISTING AGREEMENT IS NOT VALID UNLESS IT  
2 IS IN WRITING AND RATIFIED BY:

- 3 1. THE COUNTY COMMISSIONERS OF CHARLES COUNTY; AND
- 4 2. A MAJORITY OF THE VOTES CAST BY THE MEMBERS OF THE
- 5 EXCLUSIVE REPRESENTATIVE.

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

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

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

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19 **§197-33 PROCEDURES PERTAINING TO COLLECTIVE BARGAINING**  
20 **IMPASSE -- MEDIATION**

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

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

29 C. THE PARTIES SHALL SHARE THE COSTS OF THE SERVICES OF THE  
30 MEDIATOR EQUALLY.

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

4 E. THE PARTIES SHALL ENGAGE IN MEDIATION FOR AT LEAST 15 DAYS  
5 UNLESS THE PARTIES MUTUALLY AGREE IN WRITING TO THE TERMINATION OR  
6 EXTENSION OF THE MEDIATION OR REACH AN AGREEMENT.

7 F. THE CONTENTS OF A MEDIATION PROCEEDING UNDER THIS SECTION MAY  
8 NOT BE DISCLOSED BY THE PARTIES OR THE MEDIATOR.

9  
10 **§197-34 PROCEDURES PERTAINING TO COLLECTIVE BARGAINING**  
11 **IMPASSE -- ARBITRATION**

12 A. IF THE EXCLUSIVE REPRESENTATIVE AND THE COUNTY COMMISSIONERS  
13 OF CHARLES COUNTY HAVE NOT REACHED AN AGREEMENT ON OR BEFORE  
14 APRIL 1, OR ANY LATER DATE DETERMINED BY MUTUAL AGREEMENT OF THE  
15 PARTIES, ANY PARTY MAY DECLARE A BARGAINING IMPASSE.

16 1. THE PARTY DECLARING A BARGAINING IMPASSE PURSUANT TO  
17 PARAGRAPH A OF THIS SECTION SHALL REQUEST A LIST OF ARBITRATORS TO BE  
18 PROVIDED TO THE PARTIES BY THE FEDERAL MEDIATION AND CONCILIATION  
19 SERVICE; AND

20 2. WITHIN 3 DAYS AFTER THE PARTIES' RECEIPT OF THE LIST  
21 PROVIDED UNDER SUBPARAGRAPH 1 OF THIS SECTION, THE PARTIES SHALL  
22 SELECT AN ARBITRATOR BY ALTERNATIVE STRIKING OF NAMES FROM THE LIST.

23 B. ON OR BEFORE APRIL 15, OR ANY LATER DATE DETERMINED BY MUTUAL  
24 AGREEMENT OF THE PARTIES, THE PARTIES SHALL SUBMIT TO THE  
25 ARBITRATOR:

26 1. A JOINT MEMORANDUM LISTING ALL ITEMS TO WHICH THE PARTIES  
27 PREVIOUSLY AGREED; AND

28 2. A SEPARATE PROPOSED MEMORANDUM OF EACH PARTY'S FINAL OFFER  
29 PRESENTED IN NEGOTIATIONS ON ALL ITEMS TO WHICH THE PARTIES  
30 PREVIOUSLY DID NOT AGREE.

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

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

7 E. THE ARBITRATOR MAY:

8 1. GIVE NOTICE AND HOLD HEARINGS IN ACCORDANCE WITH THE  
9 MARYLAND ADMINISTRATIVE PROCEDURE ACT;

10 2. ADMINISTER OATHS AND TAKE TESTIMONY AND OTHER EVIDENCE;

11 AND

12 3. ISSUE SUBPOENAS.

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

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

19 1. SELECTING THE FINAL OFFER SUBMITTED BY THE PARTIES THAT THE  
20 ARBITRATOR DETERMINES TO BE MORE REASONABLE WHEN VIEWED AS A  
21 WHOLE; AND

22 2. STATING THE REASONS THAT THE ARBITRATOR FOUND THE FINAL  
23 OFFER TO BE MORE REASONABLE.

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

26 1. PAST COLLECTIVE BARGAINING AGREEMENTS BETWEEN THE PARTIES,  
27 INCLUDING THE BARGAINING HISTORY THAT LED TO THE COLLECTIVE  
28 BARGAINING AGREEMENT AND THE PRE-COLLECTIVE BARGAINING HISTORY OF  
29 EMPLOYEE WAGES, HOURS, BENEFITS, AND OTHER WORKING CONDITIONS;

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1           2. A COMPARISON OF WAGES, HOURS, BENEFITS, AND OTHER CONDITIONS  
2 OF EMPLOYMENT OF COVERED EMPLOYEES IN OTHER JURISDICTIONS IN THE  
3 STATE AND IN THE BALTIMORE /WASHINGTON REGION, INCLUDING VIRGINIA  
4 COUNTIES AND MUNICIPALITIES;

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

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

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

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

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

20           8. RECRUITMENT AND RETENTION DATA FOR COVERED EMPLOYEES;

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

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

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

31 I. THE ARBITRATOR MAY NOT:

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

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

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

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

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

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

19 1. THE COUNTY COMMISSIONERS SHALL ACCEPT OR REJECT THE  
20 ARBITRATOR'S RECOMMENDATIONS WITHIN 60 DAYS AFTER THE SUBMISSION  
21 OF THE REPORT TO THE PARTIES.

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

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

27 O. NOTHING IN THIS SECTION SHALL BE CONSTRUED TO PROHIBIT THE  
28 PARTIES FROM REACHING A VOLUNTARY SETTLEMENT ON ANY UNRESOLVED  
29 ISSUES AT ANY TIME BEFORE OR AFTER THE ISSUANCE OF THE  
30 RECOMMENDATIONS BY THE ARBITRATOR.

31

1 P. IF A COLLECTIVE BARGAINING AGREEMENT EXPIRES AFTER THE  
2 EXCLUSIVE REPRESENTATIVE HAS GIVEN NOTICE OF ITS DESIRE TO ENTER INTO  
3 COLLECTIVE BARGAINING FOR A SUCCESSOR COLLECTIVE BARGAINING  
4 AGREEMENT, THE TERMS AND CONDITIONS OF THE PRIOR COLLECTIVE  
5 BARGAINING AGREEMENT SHALL REMAIN IN EFFECT UNTIL THE EARLIER OF:

- 6 1. THE PARTIES REACHING A NEW AGREEMENT; OR
- 7 2. 180 DAYS FROM THE DATE THE PARTY OR PARTIES REJECT THE
- 8 ARBITRATOR'S RECOMMENDATIONS.

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

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

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

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

23  
24 **SECTION 2.** BE IT FURTHER ENACTED, THAT THIS ACT SHALL TAKE EFFECT  
25 FORTY-FIVE (45) CALENDAR DAYS AFTER IT BECOMES LAW.

26  
27 ADOPTED THIS 9<sup>th</sup> DAY OF JANUARY, 2018.


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Asterisks \*\*\* mean intervening code language remaining unchanged  
CAPITALS mean language added to the law  
[Brackets] mean language deleted from the law


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COUNTY COMMISSIONERS  
CHARLES COUNTY, MARYLAND

  
Peter F. Murphy, President

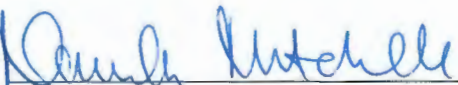
  
Bobby Rucci, Vice President

  
Ken Robinson

  
Amanda M. Stewart, M.Ed.

  
Debra M. Davis, Esq.

ATTEST:

  
Danielle Mitchell, Clerk to the Commissioners

Asterisks \*\*\* mean intervening code language remaining unchanged  
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