



1 organization, and certain employees of the Commission certain rights;  
2 prohibiting certain actions; establishing unfair labor practice procedures;  
3 defining certain terms; providing for a delayed effective date; and generally  
4 relating to collective bargaining and labor relations matters involving the  
5 Montgomery County Housing Authority.

6 BY adding to  
7 Article 44A - Housing Authorities  
8 Section 2-106  
9 Annotated Code of Maryland  
10 (1994 Replacement Volume and 1997 Supplement)

11 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF  
12 MARYLAND, That the Laws of Maryland read as follows:

13 **Article 44A - Housing Authorities**

14 2-106.

15 (A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS  
16 INDICATED.

17 (2) "CONFIDENTIAL EMPLOYEE" MEANS AN EMPLOYEE WHO ASSISTS OR  
18 ACTS IN A CONFIDENTIAL CAPACITY WITH RESPECT TO AN INDIVIDUAL WHO  
19 FORMULATES, DETERMINES, OR EFFECTUATES MANAGEMENT POLICIES IN THE  
20 FIELD OF LABOR-MANAGEMENT RELATIONS.

21 (3) "PROBATIONARY EMPLOYEE" MEANS A CAREER MERIT SYSTEM  
22 EMPLOYEE DURING THE PENDENCY OF THE EMPLOYEE'S INITIAL PROBATIONARY  
23 PERIOD FOLLOWING EMPLOYMENT.

24 (B) THE RIGHTS GRANTED TO COMMISSION MERIT SYSTEM EMPLOYEES  
25 UNDER THIS SECTION DO NOT APPLY TO:

26 (1) ATTORNEYS IN THE GENERAL COUNSEL'S OFFICE;

27 (2) CONFIDENTIAL EMPLOYEES;

28 (3) PROBATIONARY EMPLOYEES; OR

29 (4) SUPERVISORS, AS DEFINED IN § 2(11) OF THE NATIONAL LABOR  
30 RELATIONS ACT.

31 (C) (1) COMMISSION EMPLOYEES ARE DIVIDED INTO TWO BARGAINING  
32 UNITS THAT CONSIST OF:

33 (I) THE OFFICE/PROFESSIONAL/TECHNICAL UNIT THAT INCLUDES:

1                           1.       OFFICE CLASSIFICATION TITLES IN WHICH EMPLOYEES  
2 ARE RESPONSIBLE FOR INTERNAL AND EXTERNAL COMMUNICATIONS, RECORDING  
3 AND RETRIEVING INFORMATION, AND PAPERWORK REQUIRED IN AN OFFICE;

4                           2.       PROFESSIONAL CLASSIFICATION TITLES WHICH  
5 EMPLOYEES HAVE, SPECIAL OR THEORETICAL KNOWLEDGE THAT USUALLY IS  
6 ACQUIRED THROUGH COLLEGE TRAINING, OTHER TRAINING THAT PROVIDES  
7 COMPARABLE KNOWLEDGE, OR WORK EXPERIENCE;

8                           3.       PARAPROFESSIONAL CLASSIFICATION TITLES IN WHICH  
9 EMPLOYEES PERFORM, IN A SUPPORTIVE ROLE, SOME OF THE DUTIES OF A  
10 PROFESSIONAL OR TECHNICIAN BUT THAT USUALLY REQUIRE LESS FORMAL  
11 TRAINING OR EXPERIENCE THAN THOSE DUTIES PERFORMED BY THOSE WITH  
12 PROFESSIONAL OR TECHNICAL STATUS; AND

13                          4.       TECHNICAL CLASSIFICATION TITLES IN WHICH  
14 EMPLOYEES HAVE A COMBINATION OF BASIC SCIENTIFIC OR TECHNICAL  
15 KNOWLEDGE AND MANUAL SKILL THAT IS USUALLY ACQUIRED THROUGH  
16 SPECIALIZED POSTSECONDARY SCHOOL EDUCATION OR THROUGH EQUIVALENT  
17 ON-THE-JOB TRAINING; AND

18                          (II)      THE SERVICE/LABOR/TRADE/UNIT THAT INCLUDES:

19                           1.       CLASSIFICATION TITLES IN WHICH EMPLOYEES PERFORM  
20 SERVICE AND MAINTENANCE, MAY OPERATE SPECIALIZED MACHINERY OR HEAVY  
21 EQUIPMENT, AND WHOSE DUTIES CONTRIBUTE TO THE COMFORT AND  
22 CONVENIENCE OF THE PUBLIC OR TO THE UPKEEP AND CARE OF COMMISSION  
23 BUILDINGS, FACILITIES, OR GROUNDS; AND

24                           2.       CLASSIFICATION TITLES IN WHICH EMPLOYEES ARE  
25 REQUIRED TO HAVE A SPECIAL MANUAL SKILL AND THOROUGH KNOWLEDGE OF  
26 PROCESSES THAT ARE ACQUIRED THROUGH ON-THE-JOB TRAINING, EXPERIENCE,  
27 APPRENTICESHIP, OR OTHER FORMAL TRAINING PROGRAMS.

28                          ~~(2)      A BARGAINING UNIT MAY NOT BE DEFINED BY COUNTY~~  
29 ~~BOUNDARIES.~~

30                          ~~(3)~~    (2)      WHERE A SINGLE EMPLOYEE ORGANIZATION IS CERTIFIED TO  
31 REPRESENT MORE THAN ONE BARGAINING UNIT, THE COMMISSION SHALL  
32 NEGOTIATE A SINGLE CONTRACT WITH THAT ORGANIZATION COVERING ALL  
33 EMPLOYEES THE ORGANIZATION REPRESENTS.

34                          (D)      (1)      THE COMMISSION SHALL RECOGNIZE THE RIGHT OF AN EMPLOYEE  
35 ORGANIZATION, CERTIFIED UNDER THIS SECTION AS THE EXCLUSIVE  
36 REPRESENTATIVE OF A BARGAINING UNIT, TO REPRESENT THE EMPLOYEES OF THE  
37 BARGAINING UNIT IN COLLECTIVE BARGAINING AND IN THE SETTLEMENT OF  
38 GRIEVANCES.

39                          (2)      AN EMPLOYEE ORGANIZATION CERTIFIED AS EXCLUSIVE  
40 REPRESENTATIVE OF A BARGAINING UNIT SHALL:

1 (I) SERVE AS THE SOLE BARGAINING AGENT FOR THE UNIT IN  
2 COLLECTIVE BARGAINING; AND

3 (II) REPRESENT ALL EMPLOYEES IN THE BARGAINING UNIT  
4 FAIRLY, WITHOUT DISCRIMINATION, AND WITHOUT REGARD TO WHETHER AN  
5 EMPLOYEE IS A MEMBER OF THE EMPLOYEE ORGANIZATION.

6 (3) AN EMPLOYEE ORGANIZATION MEETS THE REQUIREMENTS OF  
7 PARAGRAPH (2)(II) OF THIS SUBSECTION AS LONG AS ITS ACTIONS WITH RESPECT TO  
8 EMPLOYEES WHO ARE MEMBERS OF THE EMPLOYEE ORGANIZATION AND  
9 EMPLOYEES WHO ARE NOT MEMBERS OF THE EMPLOYEE ORGANIZATION ARE NOT  
10 ARBITRARY, DISCRIMINATORY, OR IN BAD FAITH.

11 (E) (1) AFTER A PUBLIC HEARING ON THE APPOINTMENT, INITIALLY, THE  
12 COMMISSION SHALL APPOINT AN EXPERIENCED NEUTRAL THIRD PARTY TO SERVE  
13 AS LABOR RELATIONS ADMINISTRATOR FOR 1 YEAR.

14 (2) AFTER THE TERM FOR THE NEUTRAL THIRD PARTY APPOINTED  
15 UNDER PARAGRAPH (1) OF THIS SUBSECTION EXPIRES, THE EXCLUSIVE  
16 REPRESENTATIVE OR REPRESENTATIVES AND THE COMMISSION SHALL APPOINT,  
17 FROM A LIST OF FIVE NOMINEES WHOM THEY HAVE AGREED UPON, A LABOR  
18 RELATIONS ADMINISTRATOR FOR A TERM OF 5 YEARS.

19 (3) AFTER THE TERM FOR THE NEUTRAL THIRD PARTY APPOINTED  
20 UNDER PARAGRAPH (1) OF THIS SUBSECTION EXPIRES AND AFTER A PUBLIC  
21 HEARING ON THE APPOINTMENT, IF NO EXCLUSIVE REPRESENTATIVE HAS BEEN  
22 CERTIFIED UNDER THIS SECTION, THE COMMISSION SHALL APPOINT THE NEXT  
23 LABOR RELATIONS ADMINISTRATOR FOR A TERM NOT EXCEEDING 1 YEAR.

24 (4) A LABOR RELATIONS ADMINISTRATOR IS ELIGIBLE FOR  
25 REAPPOINTMENT.

26 (F) (1) AN EMPLOYEE ORGANIZATION THAT IS CERTIFIED OR THAT SEEKS  
27 CERTIFICATION AS AN EXCLUSIVE REPRESENTATIVE UNDER THIS SECTION SHALL  
28 SUBMIT TO THE LABOR RELATIONS ADMINISTRATOR:

29 (I) A COPY OF THE EMPLOYEE ORGANIZATION'S CONSTITUTION  
30 AND BYLAWS; AND

31 (II) ANY CHANGES IN THE CONSTITUTION OR BYLAWS.

32 (2) THE CONSTITUTION OR BYLAWS SHALL INCLUDE:

33 (I) A PLEDGE THAT THE EMPLOYEE ORGANIZATION ACCEPTS  
34 MEMBERS WITHOUT REGARD TO AGE, MARITAL STATUS, NATIONAL ORIGIN, RACE,  
35 RELIGION, DISABILITIES, SEXUAL ORIENTATION, OR GENDER;

36 (II) THE RIGHT OF MEMBERS TO PARTICIPATE IN THE AFFAIRS OF  
37 THE EMPLOYEE ORGANIZATION;

1 (III) PROCEDURES FOR PERIODIC ELECTIONS FOR OFFICERS BY  
2 SECRET BALLOT;

3 (IV) FAIR PROCEDURES GOVERNING DISCIPLINARY ACTIONS;

4 (V) PROCEDURES FOR THE ACCURATE ACCOUNTING OF ALL  
5 INCOME AND EXPENDITURES;

6 (VI) A REQUIREMENT THAT A CERTIFIED ANNUAL FINANCIAL  
7 REPORT BE PRODUCED; AND

8 (VII) THE RIGHT OF MEMBERS TO INSPECT THE ORGANIZATION'S  
9 ACCOUNTS.

10 (G) (1) THE LABOR RELATIONS ADMINISTRATOR SHALL CONDUCT AN  
11 ELECTION FOR AN EXCLUSIVE REPRESENTATIVE AFTER:

12 (I) AN EMPLOYEE ORGANIZATION DEMONSTRATES, BY PETITION,  
13 THAT AT LEAST 30 PERCENT OF THE ELIGIBLE EMPLOYEES IN A BARGAINING UNIT  
14 SUPPORT REPRESENTATION BY AN EXCLUSIVE REPRESENTATIVE FOR COLLECTIVE  
15 BARGAINING; OR

16 (II) AN EMPLOYEE OR AN EMPLOYEE ORGANIZATION  
17 DEMONSTRATES, BY PETITION, THAT AT LEAST 30 PERCENT OF THE ELIGIBLE  
18 EMPLOYEES IN A BARGAINING UNIT NO LONGER SUPPORT THE CURRENT EXCLUSIVE  
19 REPRESENTATIVE.

20 (2) (I) AT LEAST 30 DAYS PRIOR TO AN ELECTION UNDER PARAGRAPH  
21 (1) OF THIS SUBSECTION, THE LABOR RELATIONS ADMINISTRATOR SHALL OBTAIN  
22 FROM THE COMMISSION AND PROVIDE TO THE EMPLOYEE ORGANIZATION A LIST OF  
23 THE NAMES, HOME ADDRESSES, AND TELEPHONE NUMBERS OF EVERY EMPLOYEE  
24 IN THE BARGAINING UNIT.

25 (II) THE PROVISION OF A LIST UNDER THIS PARAGRAPH BY THE  
26 COMMISSION, THE LABOR RELATIONS ADMINISTRATOR, OR ANY COMMISSION  
27 OFFICIALS, EMPLOYEES, OR OTHER AGENTS DOES NOT CONSTITUTE A VIOLATION OF  
28 § 10-617(E) OF THE STATE GOVERNMENT ARTICLE OR ANY STATE OR LOCAL LAW,  
29 STATUTE, REGULATION, OR ORDINANCE.

30 (3) ELECTIONS SHALL BE CONDUCTED BY SECRET BALLOT.

31 (4) THE BALLOT SHALL CONTAIN:

32 (I) THE NAME OF EACH EMPLOYEE ORGANIZATION THAT SUBMITS  
33 A VALID PETITION REQUIRING AN ELECTION;

34 (II) THE NAME OF ANY OTHER EMPLOYEE ORGANIZATION  
35 SUPPORTED BY A PETITION SIGNED BY AT LEAST 10 PERCENT OF THE ELIGIBLE  
36 EMPLOYEES IN THE BARGAINING UNIT; AND

1 (III) AN OPTION FOR NO REPRESENTATION.

2 (5) (I) IF NONE OF THE CHOICES ON THE BALLOT RECEIVES A  
3 MAJORITY OF THE VOTES CAST, THE LABOR RELATIONS ADMINISTRATOR SHALL  
4 HOLD A RUNOFF ELECTION.

5 (II) IN THE RUNOFF ELECTION, THE BALLOT SHALL CONTAIN THE  
6 TWO CHOICES THAT RECEIVED THE HIGHEST NUMBER OF VOTES IN THE INITIAL  
7 ELECTION.

8 (6) AFTER THE ELECTION, THE LABOR RELATIONS ADMINISTRATOR  
9 SHALL CERTIFY THE APPROPRIATE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE  
10 REPRESENTATIVE.

11 (7) THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL  
12 SHARE EQUALLY THE COSTS OF THE ELECTION PROCEDURES.

13 (H) (1) ELECTIONS MAY NOT BE CONDUCTED:

14 (I) WITHIN 1 YEAR FROM THE DATE OF A VALID ELECTION UNDER  
15 THIS SECTION; OR

16 (II) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION,  
17 DURING THE TERM OF A COLLECTIVE BARGAINING AGREEMENT.

18 (2) DURING THE TERM OF A COLLECTIVE BARGAINING AGREEMENT, A  
19 PETITION FOR AN ELECTION MAY BE FILED ONLY DURING NOVEMBER OF THE  
20 FISCAL YEAR IN WHICH THE AGREEMENT EXPIRES.

21 (I) (1) IF THE COMMISSION AND AN EMPLOYEE ORGANIZATION DISPUTE  
22 THE ELIGIBILITY OF AN EMPLOYEE IN A BARGAINING UNIT, THE DISPUTE SHALL BE  
23 SUBMITTED TO THE LABOR RELATIONS ADMINISTRATOR.

24 (2) THE LABOR RELATIONS ADMINISTRATOR SHALL HOLD EVIDENTIARY  
25 HEARINGS AT WHICH THE COMMISSION AND INTERESTED EMPLOYEE  
26 ORGANIZATIONS SHALL HAVE THE OPPORTUNITY TO PRESENT TESTIMONY,  
27 DOCUMENTARY AND OTHER EVIDENCE, AND ARGUMENTS.

28 (3) THE DECISION OF THE LABOR RELATIONS ADMINISTRATOR IS FINAL.

29 (4) THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL  
30 SHARE EQUALLY THE COSTS OF THE HEARINGS.

31 (J) (1) THE COMMISSION AND AN EMPLOYEE ORGANIZATION CERTIFIED AS  
32 EXCLUSIVE REPRESENTATIVE SHALL MEET AND ENGAGE IN COLLECTIVE  
33 BARGAINING IN GOOD FAITH IN REGARD TO THE FOLLOWING SUBJECTS OF  
34 BARGAINING:

35 (I) SALARY AND WAGES, INCLUDING THE PERCENTAGE OF THE  
36 INCREASE IN THE SALARY AND WAGES BUDGET THAT WILL BE DEVOTED TO MERIT

1 INCREMENTS AND CASH AWARDS, PROVIDED THAT SALARIES AND WAGES SHALL BE  
2 UNIFORM FOR ALL EMPLOYEES IN THE SAME CLASSIFICATION;

3 (II) PENSION AND OTHER RETIREMENT BENEFITS FOR ACTIVE  
4 EMPLOYEES;

5 (III) EMPLOYEE BENEFITS SUCH AS INSURANCE, LEAVE, HOLIDAYS,  
6 AND VACATIONS;

7 (IV) HOURS AND WORKING CONDITIONS;

8 (V) PROVISIONS FOR THE ORDERLY PROCESSING AND  
9 SETTLEMENT OF GRIEVANCES CONCERNING THE INTERPRETATION AND  
10 IMPLEMENTATION OF A COLLECTIVE BARGAINING AGREEMENT THAT MAY INCLUDE:

11 1. BINDING THIRD PARTY ARBITRATION, PROVIDED THAT;

12 A. THE COMMISSION AND THE EMPLOYEE ORGANIZATION  
13 SHARE THE COSTS OF BINDING ARBITRATION EQUALLY; AND

14 B. THE ARBITRATOR HAS NO AUTHORITY TO AMEND, ADD  
15 TO, OR SUBTRACT FROM THE PROVISIONS OF THE COLLECTIVE BARGAINING  
16 AGREEMENT; AND

17 2. PROVISIONS FOR THE EXCLUSIVITY OF FORUM;

18 (VI) MATTERS AFFECTING THE HEALTH AND SAFETY OF  
19 EMPLOYEES; AND

20 (VII) THE EFFECT OF THE EXERCISE OF THE COMMISSION'S RIGHTS  
21 AND RESPONSIBILITIES UNDER SUBSECTION (P) OF THIS SECTION ON EMPLOYEES.

22 (2) THIS SUBSECTION DOES NOT REQUIRE THE COMMISSION OR THE  
23 EMPLOYEE ORGANIZATION TO AGREE TO ANY PROPOSAL OR TO MAKE ANY  
24 CONCESSION.

25 (3) THE COMMISSION AND AN EMPLOYEE ORGANIZATION CERTIFIED AS  
26 EXCLUSIVE REPRESENTATIVE SHALL MAKE EVERY REASONABLE EFFORT TO  
27 COMPLETE NEGOTIATIONS AT LEAST 2 MONTHS PRIOR TO THE COMMISSION'S  
28 BUDGET SUBMITTAL DEADLINE.

29 (K) (1) A MEDIATOR MAY BE USED IN THE COLLECTIVE BARGAINING  
30 PROCESS WHENEVER:

31 (I) THE COMMISSION AND THE EMPLOYEE ORGANIZATION AGREE  
32 TO MEDIATION; OR

33 (II) AN IMPASSE RESULTS, AND THE COMMISSION OR THE  
34 EMPLOYEE ORGANIZATION REQUESTS MEDIATION.

1           (2)    (I)    THE MEDIATOR SHALL BE MUTUALLY SELECTED BY THE  
2 COMMISSION AND THE EMPLOYEE ORGANIZATION FROM A LIST SUPPLIED BY THE  
3 AMERICAN ARBITRATION ASSOCIATION OR THE FEDERAL MEDIATION AND  
4 CONCILIATION SERVICE.

5                    (II)   IF THE COMMISSION AND THE EMPLOYEE ORGANIZATION ARE  
6 UNABLE TO MUTUALLY AGREE ON THE SELECTION OF A MEDIATOR, THE LABOR  
7 RELATIONS ADMINISTRATOR SHALL SELECT THE MEDIATOR.

8           (3)    THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL  
9 SHARE EQUALLY THE COSTS OF MEDIATION.

10   (L)   (1)    A FACT FINDER MAY BE USED IN THE COLLECTIVE BARGAINING  
11 PROCESS WHENEVER:

12                   (I)    THE COMMISSION AND THE EMPLOYEE ORGANIZATION AGREE  
13 TO FACT-FINDING; OR

14                   (II)   AN IMPASSE RESULTS, AND THE COMMISSION OR THE  
15 EMPLOYEE ORGANIZATION REQUESTS FACT-FINDING.

16           (2)    THE FACT FINDER SHALL BE MUTUALLY SELECTED BY THE  
17 COMMISSION AND THE EMPLOYEE ORGANIZATION FROM A LIST SUPPLIED BY THE  
18 AMERICAN ARBITRATION ASSOCIATION OR THE FEDERAL MEDIATION AND  
19 CONCILIATION SERVICE.

20           (3)    IF AGREEMENT CANNOT BE REACHED ON THE SELECTION OF A FACT  
21 FINDER, THE FACT FINDER SHALL BE SELECTED BY THE LABOR RELATIONS  
22 ADMINISTRATOR.

23           (4)    (I)    THE FACT FINDER SHALL HOLD HEARINGS AND MAY  
24 ADMINISTER OATHS.

25                    (II)   WITHIN 30 DAYS AFTER APPOINTMENT, THE FACT FINDER  
26 SHALL GIVE TO THE COMMISSION AND THE EMPLOYEE ORGANIZATION A WRITTEN  
27 REPORT WITH FINDINGS AND RECOMMENDATIONS TO RESOLVE THE IMPASSE.

28           (5)    IF THE IMPASSE CONTINUES FOR 10 DAYS AFTER SUBMISSION OF  
29 THE FACT FINDER'S REPORT, THE FACT FINDER SHALL MAKE THE REPORT  
30 AVAILABLE TO THE PUBLIC.

31           (6)    THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL  
32 SHARE EQUALLY THE COSTS OF THE FACT FINDER.

33   (M)   (1)    THE COMMISSION AND AN EMPLOYEE ORGANIZATION CERTIFIED AS  
34 EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT SHALL EXECUTE A  
35 COLLECTIVE BARGAINING AGREEMENT INCORPORATING ALL MATTERS OF  
36 AGREEMENT ON WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF  
37 EMPLOYMENT.

1 (2) IF A COLLECTIVE BARGAINING AGREEMENT PROVIDES FOR A  
2 GRIEVANCE PROCEDURE, THAT GRIEVANCE PROCEDURE SHALL BE THE SOLE  
3 PROCEDURE FOR EMPLOYEES IN THE BARGAINING UNIT.

4 (3) THE COLLECTIVE BARGAINING AGREEMENT MAY INCLUDE AN  
5 AGENCY SHOP OR OTHER UNION SECURITY PROVISION.

6 (4) THE COLLECTIVE BARGAINING AGREEMENT SUPERSEDES ANY  
7 CONFLICTING REGULATION OR ADMINISTRATIVE POLICY OF THE COMMISSION.

8 (5) A SINGLE YEAR OR MULTIPLE YEAR COLLECTIVE BARGAINING  
9 AGREEMENT SHALL EXPIRE AT THE CLOSE OF THE APPROPRIATE FISCAL YEAR.

10 (6) ~~(F) EXCEPT AS PROVIDED IN SUBPARAGRAPH (H) OF THIS~~  
11 ~~PARAGRAPH,~~ A COLLECTIVE BARGAINING AGREEMENT SHALL BE EFFECTIVE UPON  
12 THE APPROVAL OF THE COMMISSION AND THE MEMBERSHIP OF THE UNION  
13 REPRESENTING THE BARGAINING UNIT.

14 ~~(H) THE ECONOMIC REQUIREMENTS OF A COLLECTIVE~~  
15 ~~BARGAINING AGREEMENT SHALL BE EFFECTIVE ONLY UPON APPROVAL BY THE~~  
16 ~~MONTGOMERY COUNTY COUNCIL.~~

17 (N) (1) THE COMMISSION SHALL INCLUDE IN ITS ANNUAL PROPOSED  
18 OPERATING BUDGET ~~SUBMITTED TO THE COUNTY EXECUTIVES OF MONTGOMERY~~  
19 ~~COUNTY~~ ADEQUATE FUNDING TO CARRY OUT A COLLECTIVE BARGAINING  
20 AGREEMENT.

21 (2) ~~UNLESS THE MONTGOMERY COUNTY COUNCIL APPROVES THE~~  
22 ~~COMMISSION'S BUDGET IS FUNDED ADEQUATELY~~ SO AS TO IMPLEMENT THE TERMS  
23 OF THE COLLECTIVE BARGAINING AGREEMENT, THE COMMISSION OR AN EMPLOYEE  
24 ORGANIZATION, WITHIN 20 DAYS AFTER FINAL BUDGET ACTION, MAY GIVE WRITTEN  
25 NOTICE TO THE OTHER PARTY THAT IT IS REOPENING THE NEGOTIATED  
26 AGREEMENT.

27 (O) IF A PROVISION IN A COLLECTIVE BARGAINING AGREEMENT IS RULED  
28 INVALID OR IS NOT FUNDED ~~BY MONTGOMERY COUNTY~~ ADEQUATELY, THE  
29 REMAINDER OF THE AGREEMENT REMAINS IN EFFECT UNLESS REOPENED UNDER  
30 SUBSECTION (N)(2) OF THIS SECTION.

31 (P) (1) THIS SECTION AND ANY AGREEMENT MADE UNDER IT MAY NOT  
32 IMPAIR THE RIGHT AND RESPONSIBILITY OF THE COMMISSION TO PERFORM THE  
33 FOLLOWING:

34 (I) DETERMINE THE OVERALL BUDGET AND MISSION OF THE  
35 COMMISSION;

36 (II) MAINTAIN AND IMPROVE THE EFFICIENCY AND  
37 EFFECTIVENESS OF OPERATIONS;

1 (III) DETERMINE THE SERVICES TO BE RENDERED AND THE  
2 OPERATIONS TO BE PERFORMED;

3 (IV) DETERMINE THE LOCATION OF FACILITIES AND THE OVERALL  
4 ORGANIZATIONAL STRUCTURE, METHODS, PROCESSES, MEANS, JOB  
5 CLASSIFICATIONS, AND PERSONNEL BY WHICH OPERATIONS ARE TO BE  
6 CONDUCTED;

7 (V) DIRECT AND SUPERVISE EMPLOYEES;

8 (VI) HIRE, SELECT, AND ESTABLISH THE STANDARDS GOVERNING  
9 PROMOTION OF EMPLOYEES, AND CLASSIFY POSITIONS;

10 (VII) RELIEVE EMPLOYEES FROM DUTIES BECAUSE OF LACK OF  
11 WORK OR FUNDS OR WHEN THE COMMISSION DETERMINES CONTINUED WORK  
12 WOULD BE INEFFICIENT OR NONPRODUCTIVE;

13 (VIII) TAKE ACTIONS TO CARRY OUT THE MISSIONS OF GOVERNMENT  
14 IN SITUATIONS OF EMERGENCY;

15 (IX) TRANSFER AND SCHEDULE EMPLOYEES;

16 (X) DETERMINE THE SIZE, GRADES, AND COMPOSITION OF THE  
17 WORK FORCE;

18 (XI) SET THE STANDARDS OF PRODUCTIVITY AND TECHNOLOGY;

19 (XII) ESTABLISH EMPLOYEE PERFORMANCE STANDARDS AND  
20 EVALUATE AND ASSIGN EMPLOYEES, EXCEPT THAT EVALUATION AND ASSIGNMENT  
21 PROCEDURES SHALL BE A SUBJECT FOR BARGAINING;

22 (XIII) MAKE AND IMPLEMENT SYSTEMS FOR AWARDING  
23 OUTSTANDING SERVICE INCREMENTS, EXTRAORDINARY PERFORMANCE AWARDS,  
24 AND OTHER MERIT AWARDS;

25 (XIV) INTRODUCE NEW OR IMPROVED TECHNOLOGY, RESEARCH,  
26 DEVELOPMENT, AND SERVICES;

27 (XV) CONTROL AND REGULATE THE USE OF MACHINERY,  
28 EQUIPMENT, AND OTHER PROPERTY AND FACILITIES OF THE COMMISSION, SUBJECT  
29 TO THE PROVISIONS OF SUBSECTION (J)(1)(VI) OF THIS SECTION;

30 (XVI) MAINTAIN INTERNAL SECURITY STANDARDS;

31 (XVII) CREATE, ALTER, COMBINE, CONTRACT OUT, OR ABOLISH ANY  
32 JOB CLASSIFICATION, DEPARTMENT, OPERATION, UNIT, OR OTHER DIVISION OR  
33 SERVICE, PROVIDED THAT NO CONTRACTING OF WORK WHICH WILL DISPLACE  
34 EMPLOYEES MAY BE UNDERTAKEN BY THE COMMISSION UNLESS THE COMMISSION  
35 GIVES WRITTEN NOTICE TO THE CERTIFIED REPRESENTATIVE AT LEAST 90 DAYS

1 BEFORE SIGNING THE CONTRACT OR WITHIN A DIFFERENT PERIOD OF TIME AS  
2 AGREED BY THE PARTIES;

3 (XVIII) SUSPEND, DISCHARGE, OR OTHERWISE DISCIPLINE  
4 EMPLOYEES FOR CAUSE, EXCEPT THAT ANY SUCH ACTION MAY BE SUBJECT TO THE  
5 GRIEVANCE PROCEDURE SET FORTH IN THE COLLECTIVE BARGAINING AGREEMENT;  
6 AND

7 (XIX) ISSUE AND ENFORCE RULES, POLICIES, AND REGULATIONS  
8 NECESSARY TO CARRY OUT THE PROVISIONS OF THIS SUBSECTION AND ALL OTHER  
9 MANAGERIAL FUNCTIONS THAT ARE NOT INCONSISTENT WITH THIS ARTICLE,  
10 FEDERAL OR STATE LAW, OR THE TERMS OF A COLLECTIVE BARGAINING  
11 AGREEMENT.

12 (2) THE COMMISSION MAY NOT:

13 (I) INTERFERE WITH, COERCE, OR RESTRAIN AN EMPLOYEE IN  
14 THE EXERCISE OF RIGHTS UNDER THIS SECTION;

15 (II) DOMINATE, INTERFERE WITH, OR ASSIST IN THE FORMATION,  
16 ADMINISTRATION, OR EXISTENCE OF ANY EMPLOYEE ORGANIZATION OR  
17 CONTRIBUTE FINANCIAL ASSISTANCE OR OTHER SUPPORT TO AN EMPLOYEE  
18 ORGANIZATION;

19 (III) ENCOURAGE OR DISCOURAGE MEMBERSHIP IN ANY EMPLOYEE  
20 ORGANIZATION BY DISCRIMINATING AGAINST THE EMPLOYEE THROUGH HIRING,  
21 TENURE, PROMOTION, OR OTHER CONDITIONS OF EMPLOYMENT;

22 (IV) DISCHARGE OR DISCRIMINATE AGAINST AN EMPLOYEE  
23 BECAUSE THE EMPLOYEE HAS SIGNED OR FILED AN AFFIDAVIT, PETITION, OR  
24 COMPLAINT OR GIVEN ANY INFORMATION OR TESTIMONY UNDER THIS SECTION; OR

25 (V) REFUSE TO BARGAIN IN GOOD FAITH WITH AN EMPLOYEE  
26 ORGANIZATION THAT IS CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE OF A  
27 BARGAINING UNIT OVER ANY SUBJECT OF BARGAINING OR REFUSE TO PARTICIPATE  
28 IN GOOD FAITH IN THE MEDIATION, FACT-FINDING, OR GRIEVANCE PROCEDURE  
29 UNDER THIS SECTION.

30 (3) PARAGRAPH (2)(II) OF THIS SUBSECTION DOES NOT PROHIBIT THE  
31 COMMISSION FROM ALLOWING EMPLOYEES TO NEGOTIATE OR TO CONFER WITH  
32 THE COMMISSION OVER LABOR MATTERS DURING WORK HOURS WITHOUT THE LOSS  
33 OF PAY OR TIME.

34 (Q) (1) AN EMPLOYEE ORGANIZATION MAY NOT:

35 (I) INTERFERE WITH, RESTRAIN, OR COERCE ANY EMPLOYEE IN  
36 THE EXERCISE BY THE EMPLOYEE OF ANY RIGHT UNDER THIS SECTION;

1 (II) CAUSE OR ATTEMPT TO CAUSE THE COMMISSION TO  
2 DISCRIMINATE AGAINST ANY EMPLOYEE IN THE EXERCISE BY THE EMPLOYEE OF  
3 ANY RIGHT UNDER THIS SECTION;

4 (III) COERCE, DISCIPLINE, FINE, OR ATTEMPT TO COERCE A  
5 MEMBER OF AN EMPLOYEE ORGANIZATION AS PUNISHMENT OR REPRISAL;

6 (IV) COERCE, DISCIPLINE, FINE, OR ATTEMPT TO COERCE A  
7 MEMBER OF AN EMPLOYEE ORGANIZATION FOR THE PURPOSE OF IMPEDING THE  
8 MEMBER'S WORK PERFORMANCE;

9 (V) REFUSE TO NEGOTIATE IN GOOD FAITH WITH THE  
10 COMMISSION AS REQUIRED BY THIS SECTION; OR

11 (VI) FAIL OR REFUSE TO COOPERATE IN IMPASSE PROCEDURES AND  
12 IMPASSE DECISIONS AS REQUIRED BY THIS SECTION.

13 (2) ONLY AN ELIGIBLE EMPLOYEE MAY FILE AN UNFAIR LABOR CHARGE  
14 AGAINST AN EMPLOYEE ORGANIZATION FOR A VIOLATION OF PARAGRAPH (1)(III) OR  
15 (IV) OF THIS SUBSECTION.

16 (R) (1) EMPLOYEES OF THE COMMISSION SHALL RETAIN THE RIGHT TO:

17 (I) FORM, JOIN, OR ASSIST ANY EMPLOYEE ORGANIZATION;

18 (II) BARGAIN COLLECTIVELY THROUGH A REPRESENTATIVE THAT  
19 THEY HAVE CHOSEN;

20 (III) ENGAGE IN OTHER LAWFUL CONCERTED ACTIVITIES FOR THE  
21 PURPOSE OF COLLECTIVE BARGAINING; OR

22 (IV) REFRAIN FROM ANY ACTIVITY COVERED UNDER THIS  
23 PARAGRAPH.

24 (2) AN EMPLOYEE MAY ONLY PRESENT A GRIEVANCE ARISING UNDER A  
25 COLLECTIVE BARGAINING AGREEMENT TO THE COMMISSION THROUGH THE  
26 EMPLOYEE ORGANIZATION CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE FOR  
27 THE BARGAINING UNIT.

28 (S) (1) IN THIS SUBSECTION, "STRIKE" MEANS THE REFUSAL OF AN  
29 EMPLOYEE, IN CONCERTED ACTION WITH OTHERS, TO REPORT TO WORK, TO STOP OR  
30 SLOW DOWN WORK, OR TO ABSTAIN IN WHOLE OR IN PART FROM THE FULL,  
31 FAITHFUL, AND PROPER PERFORMANCE OF DUTIES WHERE THE OBJECT IS TO  
32 INDUCE, INFLUENCE, OR COERCE A CHANGE IN THE TERMS, CONDITIONS, RIGHTS,  
33 OR PRIVILEGES OF EMPLOYMENT.

34 (2) A COMMISSION EMPLOYEE, GROUP OF COMMISSION EMPLOYEES, OR  
35 EMPLOYEE ORGANIZATION MAY NOT ENGAGE IN, INDUCE, INITIATE, OR RATIFY A  
36 STRIKE BY COMMISSION EMPLOYEES.

1 (3) IF A STRIKE OCCURS, ON REQUEST OF THE COMMISSION, A COURT  
2 OF COMPETENT JURISDICTION MAY ENJOIN THE STRIKE.

3 (4) AN EMPLOYEE MAY NOT RECEIVE COMPENSATION FROM THE  
4 COMMISSION WHILE THE EMPLOYEE IS ENGAGED IN A STRIKE.

5 (5) (I) IF AN EMPLOYEE ENGAGES IN, INDUCES, INITIATES, OR  
6 RATIFIES A STRIKE, THE COMMISSION MAY TAKE APPROPRIATE DISCIPLINARY  
7 ACTION AGAINST THE EMPLOYEE, INCLUDING SUSPENSION OR DISCHARGE.

8 (II) THE LABOR RELATIONS ADMINISTRATOR SHALL HOLD A  
9 HEARING ON THE DISCIPLINARY ACTION AT WHICH THE COMMISSION, THE  
10 EMPLOYEE, AND ANY INTERESTED EMPLOYEE ORGANIZATION MAY PRESENT  
11 EVIDENCE AND ARGUMENT.

12 (6) (I) IF AN EMPLOYEE ORGANIZATION CERTIFIED AS AN EXCLUSIVE  
13 REPRESENTATIVE IS FOUND AFTER A HEARING BY THE LABOR RELATIONS  
14 ADMINISTRATOR TO HAVE ASSISTED, AUTHORIZED, OR INITIATED A STRIKE  
15 INVOLVING THE REFUSAL OF COMMISSION EMPLOYEES TO REPORT FOR WORK, THE  
16 LABOR RELATIONS ADMINISTRATOR SHALL REVOKE THE CERTIFICATION OF THE  
17 EMPLOYEE ORGANIZATION.

18 (II) AN EMPLOYEE ORGANIZATION DECERTIFIED UNDER  
19 SUBPARAGRAPH (I) OF THIS PARAGRAPH MAY NOT BE ~~DECERTIFIED FOR 1 YEAR~~  
20 RECERTIFIED FOR 2 YEARS FROM THE END OF THE STRIKE.

21 (III) IF AN EMPLOYEE ORGANIZATION CERTIFIED AS AN EXCLUSIVE  
22 REPRESENTATIVE IS FOUND AFTER A HEARING BY THE LABOR RELATIONS  
23 ADMINISTRATOR TO HAVE ASSISTED, AUTHORIZED, OR INITIATED ANY OTHER TYPE  
24 OF STRIKE, THE LABOR RELATIONS ADMINISTRATOR MAY REVOKE THE  
25 CERTIFICATION OF THE EMPLOYEE ORGANIZATION FOR UP TO 1 YEAR FROM THE  
26 END OF THE STRIKE.

27 (T) (1) IT IS AN UNFAIR LABOR PRACTICE FOR THE COMMISSION OR AN  
28 EMPLOYEE ORGANIZATION CERTIFIED AS AN EXCLUSIVE REPRESENTATIVE OF A  
29 BARGAINING UNIT TO VIOLATE THE RIGHTS OF A COMMISSION EMPLOYEE UNDER  
30 THIS SECTION.

31 (2) WITHIN 30 BUSINESS DAYS AFTER THE ALLEGED VIOLATION, THE  
32 PARTY CHARGING AN UNFAIR LABOR PRACTICE SHALL SUBMIT THE CHARGE IN  
33 WRITING TO THE LABOR RELATIONS ADMINISTRATOR AND THE PARTY ALLEGED TO  
34 HAVE COMMITTED THE UNFAIR LABOR PRACTICE.

35 (3) WITHIN 15 BUSINESS DAYS AFTER AN UNFAIR LABOR PRACTICE  
36 CHARGE IS SUBMITTED, THE COMMISSION AND THE EMPLOYEE ORGANIZATION  
37 SHALL REQUEST THE LABOR RELATIONS ADMINISTRATOR TO HOLD HEARINGS AND  
38 DECIDE WHETHER AN UNFAIR LABOR PRACTICE HAS OCCURRED.

39 (4) THE LABOR RELATIONS ADMINISTRATOR SHALL:

1 (I) ISSUE A FINDING OF FACTS AND CONCLUSION OF LAW;

2 (II) ORDER THE PARTY CHARGED WITH THE UNFAIR LABOR  
3 PRACTICE TO CEASE AND DESIST FROM THE PROHIBITED PRACTICE; AND

4 (III) ORDER ALL RELIEF NECESSARY TO REMEDY THE VIOLATION  
5 OF THIS SECTION AND TO OTHERWISE MAKE WHOLE ANY INJURED EMPLOYEE OR  
6 EMPLOYEE ORGANIZATION OR THE COMMISSION, IF INJURED, INCLUDING  
7 REINSTATEMENT, RESTITUTION, BACK PAY, OR INJUNCTIONS AS NECESSARY TO  
8 RESTORE THE EMPLOYEE, THE EMPLOYEE ORGANIZATION, OR THE COMMISSION TO  
9 THE POSITION OR CONDITION IT WOULD HAVE BEEN IN BUT FOR THE VIOLATION.

10 (5) THE LABOR RELATIONS ADMINISTRATOR MAY NOT ORDER PUNITIVE  
11 DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES FOR EMOTIONAL DISTRESS, PAIN,  
12 AND SUFFERING, OR ATTORNEY FEES FOR PURPOSES OF SATISFYING THE  
13 PROVISIONS OF PARAGRAPH (4)(III) OF THIS SUBSECTION.

14 (6) THE DECISION OF THE LABOR RELATIONS ADMINISTRATOR IS FINAL  
15 UNLESS APPEALED ON THE BASIS OF BEING ARBITRARY, CAPRICIOUS, OR  
16 EXCEEDING AUTHORITY.

17 (7) IF THE LABOR RELATIONS ADMINISTRATOR FINDS THAT THE PARTY  
18 CHARGED WITH THE UNFAIR LABOR PRACTICE HAS NOT COMMITTED ANY  
19 PROHIBITED PRACTICE, THE LABOR RELATIONS ADMINISTRATOR SHALL ISSUE AN  
20 ORDER DISMISSING THE CHARGES.

21 (8) THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL  
22 SHARE EQUALLY THE COST OF ANY UNFAIR LABOR PRACTICE PROCEEDING.

23 (9) IF THE PARTY FOUND TO HAVE COMMITTED THE UNFAIR LABOR  
24 PRACTICE FAILS OR REFUSES TO COMPLY WITH THE LABOR RELATIONS  
25 ADMINISTRATOR'S DECISION IN WHOLE OR IN PART, THE CHARGING PARTY MAY  
26 FILE AN ACTION TO ENFORCE THE ORDER WITH THE CIRCUIT COURT FOR THE  
27 COUNTY IN WHICH ANY OF THE INVOLVED EMPLOYEES WORK.

28 (U) (1) THIS SUBSECTION APPLIES TO THE EXPRESSION OF ANY PERSONAL  
29 VIEW, ARGUMENT, OR OPINION OR THE MAKING OF ANY PERSONAL STATEMENT  
30 WHICH:

31 (I) 1. PUBLICIZES THE FACT OF A REPRESENTATIONAL  
32 ELECTION AND ENCOURAGES EMPLOYEES TO EXERCISE THEIR RIGHT TO VOTE IN  
33 THE ELECTION;

34 2. CORRECTS THE RECORD WITH RESPECT TO ANY FALSE OR  
35 MISLEADING STATEMENT MADE BY ANY PERSON; OR

36 3. INFORMS EMPLOYEES OF THE COMMISSION'S POLICY  
37 RELATING TO LABOR-MANAGEMENT RELATIONS AND REPRESENTATION;

1 (II) CONTAINS NO THREAT OF REPRISAL, FORCE, OR PROMISE OF  
2 BENEFIT; AND

3 (III) WAS NOT MADE UNDER COERCIVE CONDITIONS.

4 (2) THE EXPRESSION OF ANY PERSONAL VIEW, ARGUMENT, OPINION, OR  
5 STATEMENT DESCRIBED IN PARAGRAPH (1) OF THIS SUBSECTION DOES NOT  
6 CONSTITUTE:

7 (I) AN UNFAIR LABOR PRACTICE UNDER THE PROVISIONS OF THIS  
8 SECTION; OR

9 (II) GROUNDS FOR SETTING ASIDE ANY ELECTION CONDUCTED  
10 UNDER THIS SECTION.

11 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
12 ~~October 1, 1998~~ January 1, 1999.