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By: **Montgomery County Delegation**  
Introduced and read first time: February 8, 1999  
Assigned to: Appropriations

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A BILL ENTITLED

1 AN ACT concerning

2                                   **Housing Opportunities Commission of Montgomery County - Collective**  
3   **Bargaining**  
4   **MC 907-99**

5 FOR the purpose of establishing collective bargaining rights for certain employees of  
6 the Housing Opportunities Commission of Montgomery County; establishing  
7 certain bargaining units; requiring the negotiation of a single contract with an  
8 employee organization under certain circumstances; requiring the Commission  
9 to recognize an employee organization certified as exclusive representative;  
10 imposing certain requirements on a certified employee organization; providing  
11 for the appointment of a labor relations administrator; providing for the release  
12 of certain employee records under certain circumstances; establishing  
13 procedures for the certification of an exclusive representative; establishing  
14 procedures for resolving disputes concerning eligibility of employees in  
15 bargaining units; requiring the Commission and a certified employee  
16 organization to engage in good faith collective bargaining in regard to certain  
17 subjects of bargaining; providing procedures for arbitration, mediation, and  
18 fact-finding in certain situations; requiring the Commission and a certified  
19 employee organization to execute a collective bargaining agreement; authorizing  
20 and requiring that a collective bargaining agreement include certain provisions;  
21 requiring a collective bargaining agreement to be effective upon a certain  
22 approval; requiring the Commission to include adequate funding to carry out an  
23 agreement in its proposed operating budget; allowing the Commission and an  
24 employee organization to reopen an agreement within a certain period if the  
25 Commission's budget is funded inadequately; granting the Commission, a  
26 certified employee organization, and certain employees of the Commission  
27 certain rights; prohibiting certain actions; establishing unfair labor practice  
28 procedures; defining certain terms; and generally relating to collective  
29 bargaining and labor relations matters involving the Housing Opportunities  
30 Commission of Montgomery County.

31 BY adding to  
32 Article 44A - Housing Authorities  
33 Section 2-106

1 Annotated Code of Maryland  
2 (1998 Replacement Volume)

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

5 **Article 44A - Housing Authorities**

6 2-106.

7 (A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS  
8 INDICATED.

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

13 (3) "PROBATIONARY EMPLOYEE" MEANS A COMMISSION MERIT SYSTEM  
14 EMPLOYEE DURING THE PENDENCY OF THE EMPLOYEE'S INITIAL PROBATIONARY  
15 PERIOD FOLLOWING EMPLOYMENT.

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

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

19 (2) CONFIDENTIAL EMPLOYEES;

20 (3) PROBATIONARY EMPLOYEES; OR

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

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

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

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

29 2. PROFESSIONAL CLASSIFICATION TITLES WHICH  
30 EMPLOYEES HAVE, SPECIAL OR THEORETICAL KNOWLEDGE THAT USUALLY IS  
31 ACQUIRED THROUGH COLLEGE TRAINING, OTHER TRAINING THAT PROVIDES  
32 COMPARABLE KNOWLEDGE, OR WORK EXPERIENCE;

33 3. PARAPROFESSIONAL CLASSIFICATION TITLES IN WHICH  
34 EMPLOYEES PERFORM, IN A SUPPORTIVE ROLE, SOME OF THE DUTIES OF A

1 PROFESSIONAL OR TECHNICIAN BUT THAT USUALLY REQUIRE LESS FORMAL  
2 TRAINING OR EXPERIENCE THAN THOSE DUTIES PERFORMED BY THOSE WITH  
3 PROFESSIONAL OR TECHNICAL STATUS; AND

4                                   4.        TECHNICAL CLASSIFICATION TITLES IN WHICH  
5 EMPLOYEES HAVE A COMBINATION OF BASIC SCIENTIFIC OR TECHNICAL  
6 KNOWLEDGE AND MANUAL SKILL THAT IS USUALLY ACQUIRED THROUGH  
7 SPECIALIZED POSTSECONDARY SCHOOL EDUCATION OR THROUGH EQUIVALENT  
8 ON-THE-JOB TRAINING; AND

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

10                                  1.        CLASSIFICATION TITLES IN WHICH EMPLOYEES PERFORM  
11 SERVICE AND MAINTENANCE AND MAY OPERATE SPECIALIZED MACHINERY OR  
12 HEAVY EQUIPMENT AND WHOSE DUTIES CONTRIBUTE TO THE COMFORT AND  
13 CONVENIENCE OF THE PUBLIC OR TO THE UPKEEP AND CARE OF COMMISSION  
14 BUILDINGS, FACILITIES, OR GROUNDS; AND

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

19                                  (2)     WHERE A SINGLE EMPLOYEE ORGANIZATION IS CERTIFIED TO  
20 REPRESENT MORE THAN ONE BARGAINING UNIT, THE COMMISSION SHALL  
21 NEGOTIATE A SINGLE CONTRACT WITH THAT ORGANIZATION COVERING ALL  
22 EMPLOYEES THE ORGANIZATION REPRESENTS.

23                                  (D)     (1)     THE COMMISSION SHALL RECOGNIZE THE RIGHT OF AN EMPLOYEE  
24 ORGANIZATION, CERTIFIED UNDER THIS SECTION AS THE EXCLUSIVE  
25 REPRESENTATIVE OF A BARGAINING UNIT, TO REPRESENT THE EMPLOYEES OF THE  
26 BARGAINING UNIT IN COLLECTIVE BARGAINING AND IN THE SETTLEMENT OF  
27 GRIEVANCES.

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

30                                       (I)     SERVE AS THE SOLE BARGAINING AGENT FOR THE UNIT IN  
31 COLLECTIVE BARGAINING; AND

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

35                                  (3)     AN EMPLOYEE ORGANIZATION MEETS THE REQUIREMENTS OF  
36 PARAGRAPH (2)(II) OF THIS SUBSECTION AS LONG AS ITS ACTIONS WITH RESPECT TO  
37 EMPLOYEES WHO ARE MEMBERS OF THE EMPLOYEE ORGANIZATION AND  
38 EMPLOYEES WHO ARE NOT MEMBERS OF THE EMPLOYEE ORGANIZATION ARE NOT  
39 ARBITRARY, DISCRIMINATORY, OR IN BAD FAITH.

1 (E) (1) AFTER A PUBLIC HEARING, THE COMMISSION SHALL APPOINT AN  
2 EXPERIENCED NEUTRAL THIRD PARTY TO SERVE AS LABOR RELATIONS  
3 ADMINISTRATOR FOR 1 YEAR.

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

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

14 (4) A LABOR RELATIONS ADMINISTRATOR IS ELIGIBLE FOR  
15 REAPPOINTMENT.

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

19 (I) A COPY OF THE EMPLOYEE ORGANIZATION'S CONSTITUTION  
20 AND BYLAWS; AND

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

22 (2) THE CONSTITUTION OR BYLAWS SHALL INCLUDE:

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

26 (II) THE RIGHT OF MEMBERS TO PARTICIPATE IN THE AFFAIRS OF  
27 THE EMPLOYEE ORGANIZATION;

28 (III) PROCEDURES FOR PERIODIC ELECTIONS FOR OFFICERS BY  
29 SECRET BALLOT;

30 (IV) FAIR PROCEDURES GOVERNING DISCIPLINARY ACTIONS;

31 (V) PROCEDURES FOR THE ACCURATE ACCOUNTING OF ALL  
32 INCOME AND EXPENDITURES;

33 (VI) A REQUIREMENT THAT A CERTIFIED ANNUAL FINANCIAL  
34 REPORT BE PRODUCED; AND

35 (VII) THE RIGHT OF MEMBERS TO INSPECT THE ORGANIZATION'S  
36 ACCOUNTS.

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

3 (I) AN EMPLOYEE ORGANIZATION DEMONSTRATES, BY PETITION,  
4 THAT AT LEAST 30 PERCENT OF THE ELIGIBLE EMPLOYEES IN A BARGAINING UNIT  
5 SUPPORT REPRESENTATION BY AN EXCLUSIVE REPRESENTATIVE FOR COLLECTIVE  
6 BARGAINING; OR

7 (II) AN EMPLOYEE OR AN EMPLOYEE ORGANIZATION  
8 DEMONSTRATES, BY PETITION, THAT AT LEAST 30 PERCENT OF THE ELIGIBLE  
9 EMPLOYEES IN A BARGAINING UNIT NO LONGER SUPPORT THE CURRENT EXCLUSIVE  
10 REPRESENTATIVE.

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

16 (II) THE PROVISION OF A LIST UNDER THIS PARAGRAPH BY THE  
17 COMMISSION, THE LABOR RELATIONS ADMINISTRATOR, OR ANY COMMISSION  
18 OFFICIALS, EMPLOYEES, OR OTHER AGENTS DOES NOT CONSTITUTE A VIOLATION OF  
19 § 10-617(E) OF THE STATE GOVERNMENT ARTICLE OR ANY STATE OR LOCAL LAW,  
20 STATUTE, REGULATION, OR ORDINANCE.

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

22 (4) THE BALLOT SHALL CONTAIN:

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

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

28 (III) AN OPTION FOR NO REPRESENTATION.

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

32 (II) IN THE RUNOFF ELECTION, THE BALLOT SHALL CONTAIN THE  
33 TWO CHOICES THAT RECEIVED THE HIGHEST NUMBER OF VOTES IN THE INITIAL  
34 ELECTION.

35 (6) AFTER THE ELECTION, THE LABOR RELATIONS ADMINISTRATOR  
36 SHALL CERTIFY THE APPROPRIATE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE  
37 REPRESENTATIVE.

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

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

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

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

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

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

14 (2) THE LABOR RELATIONS ADMINISTRATOR SHALL HOLD EVIDENTIARY  
15 HEARINGS AT WHICH THE COMMISSION AND INTERESTED EMPLOYEE  
16 ORGANIZATIONS SHALL HAVE THE OPPORTUNITY TO PRESENT TESTIMONY,  
17 DOCUMENTARY AND OTHER EVIDENCE, AND ARGUMENTS.

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

19 (4) THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL  
20 SHARE EQUALLY THE COSTS OF THE HEARINGS.

21 (J) (1) THE COMMISSION AND AN EMPLOYEE ORGANIZATION CERTIFIED AS  
22 EXCLUSIVE REPRESENTATIVE SHALL MEET AND ENGAGE IN COLLECTIVE  
23 BARGAINING IN GOOD FAITH IN REGARD TO THE FOLLOWING SUBJECTS OF  
24 BARGAINING:

25 (I) SALARY AND WAGES, INCLUDING THE PERCENTAGE OF THE  
26 INCREASE IN THE SALARY AND WAGES BUDGET THAT WILL BE DEVOTED TO MERIT  
27 INCREMENTS AND CASH AWARDS, PROVIDED THAT SALARIES AND WAGES SHALL BE  
28 UNIFORM FOR ALL EMPLOYEES IN THE SAME CLASSIFICATION;

29 (II) PENSION AND OTHER RETIREMENT BENEFITS FOR ACTIVE  
30 EMPLOYEES;

31 (III) EMPLOYEE BENEFITS SUCH AS INSURANCE, LEAVE, HOLIDAYS,  
32 AND VACATIONS;

33 (IV) HOURS AND WORKING CONDITIONS;

34 (V) PROVISIONS FOR THE ORDERLY PROCESSING AND  
35 SETTLEMENT OF GRIEVANCES CONCERNING THE INTERPRETATION AND  
36 IMPLEMENTATION OF A COLLECTIVE BARGAINING AGREEMENT THAT MAY INCLUDE:

- 1                                   1.        BINDING THIRD PARTY ARBITRATION, PROVIDED THAT:
- 2                                   A.        THE COMMISSION AND THE EMPLOYEE ORGANIZATION  
3 SHARE THE COSTS OF BINDING ARBITRATION EQUALLY; AND
- 4                                   B.        THE ARBITRATOR HAS NO AUTHORITY TO AMEND, ADD  
5 TO, OR SUBTRACT FROM THE PROVISIONS OF THE COLLECTIVE BARGAINING  
6 AGREEMENT; AND
- 7                                   2.        PROVISIONS FOR THE EXCLUSIVITY OF FORUM;
- 8                                   (VI)     MATTERS AFFECTING THE HEALTH AND SAFETY OF  
9 EMPLOYEES; AND
- 10                                  (VII)    THE EFFECT OF THE EXERCISE OF THE COMMISSION'S RIGHTS  
11 AND RESPONSIBILITIES UNDER SUBSECTION (P) OF THIS SECTION ON EMPLOYEES.
- 12                                  (2)     THIS SUBSECTION DOES NOT REQUIRE THE COMMISSION OR THE  
13 EMPLOYEE ORGANIZATION TO AGREE TO ANY PROPOSAL OR TO MAKE ANY  
14 CONCESSION.
- 15                                  (3)     THE COMMISSION AND AN EMPLOYEE ORGANIZATION CERTIFIED AS  
16 EXCLUSIVE REPRESENTATIVE SHALL MAKE EVERY REASONABLE EFFORT TO  
17 COMPLETE NEGOTIATIONS AT LEAST 2 MONTHS PRIOR TO THE COMMISSION'S  
18 BUDGET SUBMITTAL DEADLINE.
- 19        (K)    (1)     A MEDIATOR MAY BE USED IN THE COLLECTIVE BARGAINING  
20 PROCESS WHENEVER:
- 21                                  (I)     THE COMMISSION AND THE EMPLOYEE ORGANIZATION AGREE  
22 TO MEDIATION; OR
- 23                                  (II)    AN IMPASSE RESULTS, AND THE COMMISSION OR THE  
24 EMPLOYEE ORGANIZATION REQUESTS MEDIATION.
- 25                                  (2)     (I)     THE MEDIATOR SHALL BE MUTUALLY SELECTED BY THE  
26 COMMISSION AND THE EMPLOYEE ORGANIZATION FROM A LIST SUPPLIED BY THE  
27 AMERICAN ARBITRATION ASSOCIATION OR THE FEDERAL MEDIATION AND  
28 CONCILIATION SERVICE.
- 29                                  (II)    IF THE COMMISSION AND THE EMPLOYEE ORGANIZATION ARE  
30 UNABLE TO MUTUALLY AGREE ON THE SELECTION OF A MEDIATOR, THE LABOR  
31 RELATIONS ADMINISTRATOR SHALL SELECT THE MEDIATOR.
- 32                                  (3)     THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL  
33 SHARE EQUALLY THE COSTS OF MEDIATION.
- 34        (L)    (1)     A FACT FINDER MAY BE USED IN THE COLLECTIVE BARGAINING  
35 PROCESS WHENEVER:

1 (I) THE COMMISSION AND THE EMPLOYEE ORGANIZATION AGREE  
2 TO FACT-FINDING; OR

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

5 (2) THE FACT FINDER SHALL BE MUTUALLY SELECTED BY THE  
6 COMMISSION AND THE EMPLOYEE ORGANIZATION FROM A LIST SUPPLIED BY THE  
7 AMERICAN ARBITRATION ASSOCIATION OR THE FEDERAL MEDIATION AND  
8 CONCILIATION SERVICE.

9 (3) IF AGREEMENT CANNOT BE REACHED ON THE SELECTION OF A FACT  
10 FINDER, THE FACT FINDER SHALL BE SELECTED BY THE LABOR RELATIONS  
11 ADMINISTRATOR.

12 (4) (I) THE FACT FINDER SHALL HOLD HEARINGS AND MAY  
13 ADMINISTER OATHS.

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

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

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

22 (M) (1) THE COMMISSION AND AN EMPLOYEE ORGANIZATION CERTIFIED AS  
23 EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT SHALL EXECUTE A  
24 COLLECTIVE BARGAINING AGREEMENT INCORPORATING ALL MATTERS OF  
25 AGREEMENT ON WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF  
26 EMPLOYMENT.

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

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

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

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





- 1 (X) DETERMINE THE SIZE, GRADES, AND COMPOSITION OF THE  
2 WORKFORCE;
- 3 (XI) SET THE STANDARDS OF PRODUCTIVITY AND TECHNOLOGY;
- 4 (XII) ESTABLISH EMPLOYEE PERFORMANCE STANDARDS AND  
5 EVALUATE AND ASSIGN EMPLOYEES, EXCEPT THAT EVALUATION AND ASSIGNMENT  
6 PROCEDURES SHALL BE A SUBJECT FOR BARGAINING;
- 7 (XIII) MAKE AND IMPLEMENT SYSTEMS FOR AWARDED  
8 OUTSTANDING SERVICE INCREMENTS, EXTRAORDINARY PERFORMANCE AWARDS,  
9 AND OTHER MERIT AWARDS;
- 10 (XIV) INTRODUCE NEW OR IMPROVED TECHNOLOGY, RESEARCH,  
11 DEVELOPMENT, AND SERVICES;
- 12 (XV) CONTROL AND REGULATE THE USE OF MACHINERY,  
13 EQUIPMENT, AND OTHER PROPERTY AND FACILITIES OF THE COMMISSION, SUBJECT  
14 TO THE PROVISIONS OF SUBSECTION (J)(1)(VI) OF THIS SECTION;
- 15 (XVI) MAINTAIN INTERNAL SECURITY STANDARDS;
- 16 (XVII) CREATE, ALTER, COMBINE, CONTRACT OUT, OR ABOLISH ANY  
17 JOB CLASSIFICATION, DEPARTMENT, OPERATION, UNIT, OR OTHER DIVISION OR  
18 SERVICE, PROVIDED THAT NO CONTRACTING OF WORK WHICH WILL DISPLACE  
19 EMPLOYEES MAY BE UNDERTAKEN BY THE COMMISSION UNLESS THE COMMISSION  
20 GIVES WRITTEN NOTICE TO THE CERTIFIED REPRESENTATIVE AT LEAST 90 DAYS  
21 BEFORE SIGNING THE CONTRACT OR WITHIN A DIFFERENT PERIOD OF TIME AS  
22 AGREED BY THE PARTIES;
- 23 (XVIII) SUSPEND, DISCHARGE, OR OTHERWISE DISCIPLINE  
24 EMPLOYEES FOR CAUSE, EXCEPT THAT ANY SUCH ACTION MAY BE SUBJECT TO THE  
25 GRIEVANCE PROCEDURE SET FORTH IN THE COLLECTIVE BARGAINING AGREEMENT;  
26 AND
- 27 (XIX) ISSUE AND ENFORCE RULES, POLICIES, AND REGULATIONS  
28 NECESSARY TO CARRY OUT THE PROVISIONS OF THIS SUBSECTION AND ALL OTHER  
29 MANAGERIAL FUNCTIONS THAT ARE NOT INCONSISTENT WITH THIS ARTICLE,  
30 FEDERAL OR STATE LAW, OR THE TERMS OF A COLLECTIVE BARGAINING  
31 AGREEMENT.
- 32 (2) THE COMMISSION MAY NOT:
- 33 (I) INTERFERE WITH, COERCE, OR RESTRAIN AN EMPLOYEE IN  
34 THE EXERCISE OF RIGHTS UNDER THIS SECTION;
- 35 (II) DOMINATE, INTERFERE WITH, OR ASSIST IN THE FORMATION,  
36 ADMINISTRATION, OR EXISTENCE OF ANY EMPLOYEE ORGANIZATION OR  
37 CONTRIBUTE FINANCIAL ASSISTANCE OR OTHER SUPPORT TO AN EMPLOYEE  
38 ORGANIZATION;

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

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

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

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

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

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

19 (II) CAUSE OR ATTEMPT TO CAUSE THE COMMISSION TO  
20 DISCRIMINATE AGAINST ANY EMPLOYEE IN THE EXERCISE BY THE EMPLOYEE OF  
21 ANY RIGHT UNDER THIS SECTION;

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

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

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

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

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

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

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

1 (II) BARGAIN COLLECTIVELY THROUGH A REPRESENTATIVE THAT  
2 THEY HAVE CHOSEN;

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

5 (IV) REFRAIN FROM ANY ACTIVITY COVERED UNDER THIS  
6 PARAGRAPH.

7 (2) AN EMPLOYEE MAY ONLY PRESENT A GRIEVANCE ARISING UNDER A  
8 COLLECTIVE BARGAINING AGREEMENT TO THE COMMISSION THROUGH THE  
9 EMPLOYEE ORGANIZATION CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE FOR  
10 THE BARGAINING UNIT.

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

17 (2) A COMMISSION EMPLOYEE, GROUP OF COMMISSION EMPLOYEES, OR  
18 EMPLOYEE ORGANIZATION MAY NOT ENGAGE IN, INDUCE, INITIATE, OR RATIFY A  
19 STRIKE BY COMMISSION EMPLOYEES.

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

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

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

27 (II) THE LABOR RELATIONS ADMINISTRATOR SHALL HOLD A  
28 HEARING ON THE DISCIPLINARY ACTION AT WHICH THE COMMISSION, THE  
29 EMPLOYEE, AND ANY INTERESTED EMPLOYEE ORGANIZATION MAY PRESENT  
30 EVIDENCE AND ARGUMENT.

31 (6) (I) IF AN EMPLOYEE ORGANIZATION CERTIFIED AS AN EXCLUSIVE  
32 REPRESENTATIVE IS FOUND AFTER A HEARING BY THE LABOR RELATIONS  
33 ADMINISTRATOR TO HAVE ASSISTED, AUTHORIZED, OR INITIATED A STRIKE  
34 INVOLVING THE REFUSAL OF COMMISSION EMPLOYEES TO REPORT FOR WORK, THE  
35 LABOR RELATIONS ADMINISTRATOR SHALL REVOKE THE CERTIFICATION OF THE  
36 EMPLOYEE ORGANIZATION.

37 (II) AN EMPLOYEE ORGANIZATION DECERTIFIED UNDER  
38 SUBPARAGRAPH (I) OF THIS PARAGRAPH MAY NOT BE RECERTIFIED FOR 2 YEARS  
39 FROM THE END OF THE STRIKE.

1 (III) IF AN EMPLOYEE ORGANIZATION CERTIFIED AS AN EXCLUSIVE  
2 REPRESENTATIVE IS FOUND AFTER A HEARING BY THE LABOR RELATIONS  
3 ADMINISTRATOR TO HAVE ASSISTED, AUTHORIZED, OR INITIATED ANY OTHER TYPE  
4 OF STRIKE, THE LABOR RELATIONS ADMINISTRATOR MAY REVOKE THE  
5 CERTIFICATION OF THE EMPLOYEE ORGANIZATION FOR UP TO 1 YEAR FROM THE  
6 END OF THE STRIKE.

7 (T) (1) IT IS AN UNFAIR LABOR PRACTICE FOR THE COMMISSION OR AN  
8 EMPLOYEE ORGANIZATION CERTIFIED AS AN EXCLUSIVE REPRESENTATIVE OF A  
9 BARGAINING UNIT TO VIOLATE THE RIGHTS OF A COMMISSION EMPLOYEE UNDER  
10 THIS SECTION.

11 (2) WITHIN 30 BUSINESS DAYS AFTER THE ALLEGED VIOLATION, THE  
12 PARTY CHARGING AN UNFAIR LABOR PRACTICE SHALL SUBMIT THE CHARGE IN  
13 WRITING TO THE LABOR RELATIONS ADMINISTRATOR AND THE PARTY ALLEGED TO  
14 HAVE COMMITTED THE UNFAIR LABOR PRACTICE.

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

19 (4) THE LABOR RELATIONS ADMINISTRATOR SHALL:

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

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

23 (III) ORDER ALL RELIEF NECESSARY TO REMEDY THE VIOLATION  
24 OF THIS SECTION AND TO OTHERWISE MAKE WHOLE ANY INJURED EMPLOYEE OR  
25 EMPLOYEE ORGANIZATION OR THE COMMISSION, IF INJURED, INCLUDING  
26 REINSTATEMENT, RESTITUTION, BACK PAY, OR INJUNCTIONS AS NECESSARY TO  
27 RESTORE THE EMPLOYEE, THE EMPLOYEE ORGANIZATION, OR THE COMMISSION TO  
28 THE POSITION OR CONDITION IT WOULD HAVE BEEN IN BUT FOR THE VIOLATION.

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

33 (6) THE DECISION OF THE LABOR RELATIONS ADMINISTRATOR IS FINAL  
34 UNLESS APPEALED ON THE BASIS OF BEING ARBITRARY, CAPRICIOUS, OR  
35 EXCEEDING AUTHORITY.

36 (7) IF THE LABOR RELATIONS ADMINISTRATOR FINDS THAT THE PARTY  
37 CHARGED WITH THE UNFAIR LABOR PRACTICE HAS NOT COMMITTED ANY  
38 PROHIBITED PRACTICE, THE LABOR RELATIONS ADMINISTRATOR SHALL ISSUE AN  
39 ORDER DISMISSING THE CHARGES.

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

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

8 (U) (1) THIS SUBSECTION APPLIES TO THE EXPRESSION OF ANY PERSONAL  
9 VIEW, ARGUMENT, OR OPINION OR THE MAKING OF ANY PERSONAL STATEMENT  
10 WHICH:

11 (I) 1. PUBLICIZES THE FACT OF A REPRESENTATIONAL  
12 ELECTION AND ENCOURAGES EMPLOYEES TO EXERCISE THEIR RIGHT TO VOTE IN  
13 THE ELECTION;

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

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

18 (II) CONTAINS NO THREAT OF REPRISAL, FORCE, OR PROMISE OF  
19 BENEFIT; AND

20 (III) WAS NOT MADE UNDER COERCIVE CONDITIONS.

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

24 (I) AN UNFAIR LABOR PRACTICE UNDER THE PROVISIONS OF THIS  
25 SECTION; OR

26 (II) GROUNDS FOR SETTING ASIDE ANY ELECTION CONDUCTED  
27 UNDER THIS SECTION.

28 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
29 October 1, 1999.