
By: **Prince George's County Delegation**
Introduced and read first time: February 9, 2001
Assigned to: Appropriations

Committee Report: Favorable with amendments
House action: Adopted
Read second time: March 21, 2001

CHAPTER _____

1 AN ACT concerning

2 **Prince George's Community College - Collective Bargaining**
3 **PG 407-01**

4 FOR the purpose of providing for collective bargaining for part- and full-time
5 employees at Prince George's Community College; providing procedures for the
6 election or recognition of an exclusive bargaining representative that include
7 procedures by which the Commissioner of Labor and Industry may designate a
8 bargaining unit; providing for the composition of a certain bargaining unit;
9 providing for the settlement of a grievance; creating certain requirements for
10 employee organizations and providing sanctions for a failure to comply with
11 those requirements; requiring that the constitution and bylaws of an employee
12 organization require certain acts by the organization; authorizing mediation and
13 fact-finding and providing for fact-finding procedures; prohibiting public
14 employees and exclusive bargaining representatives from engaging in a strike
15 and providing sanctions for engaging in a strike; requiring the parties to
16 collective bargaining to make every effort to conclude negotiations by a certain
17 time; providing that a collective bargaining agreement may be reopened if the
18 governing body of Prince George's County does not provide the funds necessary
19 to fully implement the agreement; providing for the rights and obligations of
20 employees, the exclusive bargaining representative, and the employing
21 Community College; providing that the provisions of this Act expire and become
22 void under certain conditions; providing for the application of certain other
23 provisions of law relating to labor disputes; authorizing bargaining over service
24 fees and requiring the automatic deduction from payroll of union dues and
25 service fees; defining certain terms; and generally relating to collective
26 bargaining, exclusive bargaining representatives, mediation, fact-finding,
27 grievances, labor disputes, and strikes at Prince George's Community College.

1 BY adding to
2 Article - Education
3 Section 16-414.1
4 Annotated Code of Maryland
5 (1999 Replacement Volume and 2000 Supplement)

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

8 **Article - Education**

9 16-414.1.

10 (A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS
11 INDICATED.

12 (2) "AGREEMENT" MEANS A WRITTEN CONTRACT BETWEEN THE PUBLIC
13 EMPLOYER AND AN EMPLOYEE ORGANIZATION.

14 (3) "ARBITRATION" MEANS A PROCEDURE WHEREBY PARTIES INVOLVED
15 IN A GRIEVANCE DISPUTE SUBMIT THEIR DIFFERENCES TO AN IMPARTIAL THIRD
16 PARTY FOR A FINAL AND BINDING DECISION.

17 (4) (I) "COLLECTIVE BARGAINING" MEANS:

18 1. THE PERFORMANCE BY A CERTIFIED EMPLOYEE
19 ORGANIZATION, THROUGH ITS DESIGNATED REPRESENTATIVE, AND THE PUBLIC
20 EMPLOYER OF THEIR MUTUAL OBLIGATIONS TO MEET AT REASONABLE TIMES AND
21 NEGOTIATE IN GOOD FAITH WITH RESPECT TO WAGES, HOURS, AND OTHER TERMS
22 AND CONDITIONS OF EMPLOYMENT; OR

23 2. A. THE NEGOTIATION OF A COLLECTIVE BARGAINING
24 AGREEMENT OR ANY QUESTIONS ARISING UNDER A COLLECTIVE BARGAINING
25 AGREEMENT; AND

26 B. THE EXECUTION OF VARIOUS AGREEMENTS
27 INCORPORATING THE TERMS AGREED TO BY BOTH PARTIES.

28 (II) IN COLLECTIVE BARGAINING, A PARTY MAY NOT BE
29 COMPELLED TO AGREE TO A PROPOSAL OR BE REQUIRED TO MAKE A CONCESSION
30 TO THE OTHER PARTY.

31 (5) "COMMISSIONER" MEANS THE STATE COMMISSIONER OF LABOR AND
32 INDUSTRY OR THE COMMISSIONER'S DESIGNEE.

33 (6) "CONFIDENTIAL EMPLOYEE" MEANS A PUBLIC EMPLOYEE WHOSE
34 UNRESTRICTED ACCESS TO PERSONNEL, BUDGETARY, OR FISCAL DATA SUBJECT TO
35 USE BY THE PUBLIC EMPLOYER IN COLLECTIVE BARGAINING, OR WHOSE CLOSE,
36 CONTINUING WORKING RELATIONSHIP WITH THOSE RESPONSIBLE FOR

1 NEGOTIATING ON BEHALF OF THE PUBLIC EMPLOYER, WOULD MAKE THE
2 EMPLOYEE'S MEMBERSHIP IN AN EMPLOYEE ORGANIZATION AS A RANK AND FILE
3 EMPLOYEE INCOMPATIBLE WITH THE EMPLOYEE'S DUTIES.

4 (7) "EMPLOYEE ORGANIZATION" MEANS AN ORGANIZATION OF PUBLIC
5 EMPLOYEES WHICH HAS AS ONE OF ITS PRIMARY PURPOSES REPRESENTING THOSE
6 EMPLOYEES IN COLLECTIVE BARGAINING.

7 (8) "EXCLUSIVE REPRESENTATIVE" MEANS AN EMPLOYEE
8 ORGANIZATION WHICH HAS BEEN CERTIFIED BY THE COMMISSIONER AS
9 REPRESENTING THE EMPLOYEES OF A BARGAINING UNIT.

10 (9) "FACT-FINDING" MEANS A PROCESS WHICH INCLUDES:

11 (I) THE IDENTIFICATION OF THE MAJOR ISSUES IN A PARTICULAR
12 IMPASSE;

13 (II) THE REVIEW OF THE POSITIONS OF THE PARTIES;

14 (III) A RESOLUTION OF FACTUAL DIFFERENCES BY AN IMPARTIAL
15 INDIVIDUAL OR PANEL; AND

16 (IV) THE MAKING OF RECOMMENDATIONS FOR SETTLEMENT OF
17 THE IMPASSE.

18 (10) "GRIEVANCE" MEANS A DISPUTE CONCERNING THE APPLICATION OR
19 INTERPRETATION OF THE TERMS OF A COLLECTIVE BARGAINING AGREEMENT.

20 (11) "IMPASSE" MEANS A FAILURE BY THE PUBLIC EMPLOYER AND AN
21 EXCLUSIVE REPRESENTATIVE TO ACHIEVE AGREEMENT IN THE COURSE OF
22 COLLECTIVE BARGAINING.

23 (12) "MEDIATION" MEANS ASSISTANCE BY AN IMPARTIAL THIRD PARTY
24 TO RECONCILE A DISPUTE ARISING OUT OF COLLECTIVE BARGAINING THROUGH
25 INTERPRETATION, SUGGESTION, AND ADVICE.

26 (13) "PUBLIC EMPLOYEE" MEANS AN EMPLOYEE EMPLOYED BY THE
27 PUBLIC EMPLOYER, EXCEPT:

28 (I) EMPLOYEES INVOLVED DIRECTLY IN THE DETERMINATION OF
29 POLICY;

30 (II) SUPERVISORY OR CONFIDENTIAL EMPLOYEES; ~~AND~~

31 (III) STUDENT ASSISTANTS; AND

32 (IV) FACULTY.

33 (14) "PUBLIC EMPLOYER" MEANS THE BOARD OF COMMUNITY COLLEGE
34 TRUSTEES FOR PRINCE GEORGE'S COUNTY.

1 (15) "STRIKE" MEANS A PUBLIC EMPLOYEE'S REFUSAL, IN CONCERTED
 2 ACTION WITH OTHERS, TO REPORT FOR DUTY, OR WILLFUL ABSENCE FROM THE
 3 POSITION, OR STOPPAGE OF WORK, OR ABSTINENCE IN WHOLE OR IN PART FROM
 4 THE PROPER PERFORMANCE OF THE DUTIES OF EMPLOYMENT, FOR THE PURPOSE
 5 OF INDUCING, INFLUENCING, OR COERCING A CHANGE IN THE WAGES, HOURS, OR
 6 OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

7 (16) ~~(A)~~ "SUPERVISORY EMPLOYEE" MEANS A PUBLIC EMPLOYEE WHO
 8 HAS THE AUTHORITY TO ACT ON BEHALF OF THE PUBLIC EMPLOYER TO:

9 ~~1.~~ (I) HIRE, TRANSFER, SUSPEND, LAY OFF, RECALL,
 10 PROMOTE, DISCHARGE, ASSIGN, REWARD, OR DISCIPLINE OTHER EMPLOYEES;

11 ~~2.~~ (II) DIRECT EMPLOYEES RESPONSIBLY;

12 ~~3.~~ (III) ADJUST EMPLOYEE GRIEVANCES; OR

13 ~~4.~~ (IV) RECOMMEND EFFECTIVELY ONE OF THE ACTIONS
 14 SET FORTH IN ITEMS 1 THROUGH 3 OF THIS SUBPARAGRAPH, IF:

15 ~~A.~~ 1. THE EXERCISE OF THIS AUTHORITY IS NOT MERELY
 16 OF A ROUTINE OR CLERICAL NATURE; AND

17 ~~B.~~ 2. REQUIRES THE EXERCISE OF INDEPENDENT
 18 JUDGMENT.

19 ~~(H) UNLESS A DEPARTMENT CHAIRMAN CLEARLY PERFORMS THE~~
 20 ~~FUNCTIONS LISTED IN THIS PARAGRAPH, A DEPARTMENT CHAIRMAN MAY NOT BE~~
 21 ~~CONSIDERED A SUPERVISORY EMPLOYEE FOR THE PURPOSES OF THIS SECTION.~~

22 (B) THE PUBLIC EMPLOYER SHALL DETERMINE WHETHER A PUBLIC
 23 EMPLOYEE IS TO BE CONSIDERED A PUBLIC EMPLOYEE FOR COLLECTIVE
 24 BARGAINING PURPOSES. EITHER PARTY OR AN EMPLOYEE ORGANIZATION MAY
 25 APPEAL THE DETERMINATION TO THE COMMISSIONER FOR A FINAL AND BINDING
 26 DECISION.

27 (C) (1) AFTER RECEIVING A PETITION FOR AN ELECTION FOR EXCLUSIVE
 28 REPRESENTATIVE, THE COMMISSIONER SHALL:

29 (I) INVESTIGATE THE PETITION FOR PURPOSES OF VERIFICATION
 30 AND VALIDATION;

31 (II) CONDUCT A PUBLIC HEARING, RECEIVING WRITTEN AND ORAL
 32 TESTIMONY; AND

33 (III) FILE AN ORDER DEFINING THE MOST APPROPRIATE
 34 BARGAINING UNIT.

35 (2) (I) 1. THE COMMISSIONER MAY NOT DESIGNATE MORE THAN
 36 ~~TWO ONE~~ ONE BARGAINING ~~UNITS~~ UNIT.

1 (II) THE NAME OF ANY OTHER EMPLOYEE ORGANIZATION
2 DESIGNATED IN A VALID PETITION SIGNED BY MORE THAN 10 PERCENT OF THE
3 EMPLOYEES IN THE APPROPRIATE BARGAINING UNIT; AND

4 (III) A PROVISION FOR "NO REPRESENTATION".

5 (4) (I) IN ANY ELECTION WHERE NONE OF THE CHOICES ON THE
6 BALLOT RECEIVES A MAJORITY OF THE VOTES CAST, A RUNOFF ELECTION SHALL BE
7 CONDUCTED, WITH THE BALLOT PROVIDING FOR A SELECTION BETWEEN THE TWO
8 CHOICES RECEIVING THE HIGHEST NUMBER OF BALLOTS CAST IN THE ELECTION.

9 (II) AN EMPLOYEE ORGANIZATION RECEIVING A MAJORITY OF
10 VOTES CAST IN AN ELECTION SHALL BE CERTIFIED BY THE COMMISSIONER AS THE
11 EXCLUSIVE REPRESENTATIVE FOR COLLECTIVE BARGAINING PURPOSES.

12 (III) AN EMPLOYEE ORGANIZATION MAY BE CERTIFIED AS AN
13 EXCLUSIVE REPRESENTATIVE ONLY AS PROVIDED UNDER THIS SECTION.

14 (5) THE ELECTION OF AN EXCLUSIVE REPRESENTATIVE SHALL BE
15 CONDUCTED BY:

16 (I) SECRET BALLOT; AND

17 (II) THE COMMISSIONER OR THE COMMISSIONER'S DESIGNEE.

18 (6) THE ELECTION OF AN EXCLUSIVE REPRESENTATIVE MAY NOT BE
19 CONDUCTED IN ANY UNIT IN WHICH A VALID ELECTION HAS BEEN HELD WITHIN
20 THE PRECEDING 2 YEARS.

21 ~~(E) (1) EXCEPT FOR A BARGAINING UNIT FOR WHICH EMPLOYEES ARE
22 CERTIFIED UNDER THIS LAW TO BE REPRESENTED BY ANOTHER EXCLUSIVE
23 REPRESENTATIVE, AN EMPLOYEE ORGANIZATION MAY REQUEST RECOGNITION AS
24 THE EXCLUSIVE REPRESENTATIVE FOR A BARGAINING UNIT FOR WHICH THE
25 EMPLOYEE ORGANIZATION CLAIMS MAJORITY STATUS.~~

26 ~~(2) THE COMMISSIONER SHALL REVIEW ANY EMPLOYEES'
27 AUTHORIZATION CARDS OR MEMBERSHIP INFORMATION WHICH THE EXCLUSIVE
28 REPRESENTATIVE SUBMITS IN SUPPORT OF ITS CLAIM TO REPRESENT A MAJORITY
29 OF THE EMPLOYEES THEN WORKING IN THE BARGAINING UNIT.~~

30 ~~(3) IF THE COMMISSIONER VERIFIES THAT A MAJORITY OF THE
31 EMPLOYEES THEN WORKING IN THE UNIT HAVE JOINED THE EMPLOYEE
32 ORGANIZATION OR HAVE DESIGNATED IT AS THEIR EXCLUSIVE REPRESENTATIVE,
33 THE COMMISSIONER SHALL CERTIFY THE EMPLOYEE ORGANIZATION AS THE
34 EXCLUSIVE REPRESENTATIVE OF THE EMPLOYEES FOR COLLECTIVE BARGAINING
35 PURPOSES.~~

36 ~~(F)~~ (E) (1) THE PUBLIC EMPLOYER SHALL EXTEND TO AN EMPLOYEE
37 ORGANIZATION CERTIFIED AS EXCLUSIVE REPRESENTATIVE THE RIGHT TO

1 REPRESENT THE PUBLIC EMPLOYEES OF THE UNIT INVOLVED IN COLLECTIVE
2 BARGAINING AND IN THE SETTLEMENT OF GRIEVANCES.

3 (2) AN EMPLOYEE ORGANIZATION CERTIFIED AS THE EXCLUSIVE
4 REPRESENTATIVE FOR A BARGAINING UNIT SHALL:

5 (I) SERVE AS THE BARGAINING AGENT FOR ALL PUBLIC
6 EMPLOYEES IN THE BARGAINING UNIT; AND

7 (II) REPRESENT FAIRLY AND WITHOUT DISCRIMINATION EACH
8 PUBLIC EMPLOYEE IN THE UNIT WITHOUT REGARD TO WHETHER THE EMPLOYEE IS
9 A MEMBER OF THE EMPLOYEE ORGANIZATION.

10 (3) ON BEHALF OF THE EXCLUSIVE REPRESENTATIVE FOR PAYMENT TO
11 THE EXCLUSIVE REPRESENTATIVE, THE PUBLIC EMPLOYER SHALL AUTOMATICALLY
12 DEDUCT FROM THE PAYCHECK OF EACH PUBLIC EMPLOYEE IN A BARGAINING UNIT
13 REPRESENTED BY AN EMPLOYEE ORGANIZATION CERTIFIED AS AN EXCLUSIVE
14 REPRESENTATIVE FOR THAT BARGAINING UNIT:

15 (I) ANY UNION DUES AUTHORIZED AND OWED BY THE EMPLOYEE
16 TO THE ORGANIZATION; AND

17 (II) ANY SERVICE FEES AUTHORIZED AND OWED BY THE
18 EMPLOYEE TO THE ORGANIZATION.

19 (4) (I) EVERY EMPLOYEE ORGANIZATION WHICH HAS OR SEEKS
20 CERTIFICATION AS AN EXCLUSIVE REPRESENTATIVE SHALL FILE, WITH THE PUBLIC
21 EMPLOYER AND THE COMMISSIONER, A COPY OF THE EMPLOYEE ORGANIZATION'S
22 CONSTITUTION AND BYLAWS.

23 (II) EACH CHANGE AND AMENDMENT TO THE CONSTITUTION AND
24 BYLAWS SHALL BE PROMPTLY REPORTED.

25 (5) (I) EACH EMPLOYEE ORGANIZATION SHALL FILE WITH THE
26 PUBLIC EMPLOYER AND THE COMMISSIONER AN ANNUAL REPORT.

27 (II) THE ANNUAL REPORT SHALL INCLUDE A FINANCIAL REPORT,
28 SIGNED BY THE ORGANIZATION'S PRESIDENT AND TREASURER OR CORRESPONDING
29 PRINCIPAL OFFICERS, THAT CONTAINS INFORMATION IN THE DETAIL NECESSARY TO
30 ACCURATELY DISCLOSE THE FINANCIAL CONDITION AND OPERATIONS OF THE
31 ORGANIZATION.

32 (6) THE CONSTITUTION OR BYLAWS OF AN EMPLOYEE ORGANIZATION
33 SHALL REQUIRE THAT THE EMPLOYEE ORGANIZATION:

34 (I) PLEDGE THAT THE ORGANIZATION WILL ACCEPT MEMBERS
35 WITHOUT REGARD TO AGE, RACE, SEX, RELIGION, MARITAL STATUS, DISABILITY, OR
36 NATIONAL ORIGIN;

1 (II) KEEP ACCURATE ACCOUNTS OF ALL INCOME AND EXPENSES
2 AND PREPARE AN ANNUAL FINANCIAL REPORT;

3 (III) KEEP ORGANIZATION ACCOUNTS OPEN FOR INSPECTION BY
4 ANY MEMBER OF THE ORGANIZATION;

5 (IV) MAKE ANY LOANS TO OFFICERS AND AGENTS OF THE
6 ORGANIZATION ONLY ON THE SAME TERMS AND CONDITIONS THAT LOANS ARE
7 MADE AVAILABLE TO ALL OTHER MEMBERS;

8 (V) ENSURE THAT PERIODIC ELECTIONS ARE BY SECRET BALLOT
9 AND SUBJECT TO RECOGNIZED SAFEGUARDS CONCERNING THE EQUAL RIGHT OF
10 ALL MEMBERS TO NOMINATE, SEEK OFFICE, AND VOTE;

11 (VI) ENSURE THAT INDIVIDUAL MEMBERS HAVE THE RIGHT TO
12 PARTICIPATE IN THE AFFAIRS OF THE ORGANIZATION; AND

13 (VII) DEVELOP AND MAINTAIN PROCEDURES FOR DISCIPLINARY
14 ACTIONS THAT ARE FAIR AND EQUITABLE.

15 (7) THE COMMISSIONER MAY NOT CERTIFY AN EMPLOYEE
16 ORGANIZATION FOR THE PURPOSE OF NEGOTIATING WITH THE PUBLIC EMPLOYER
17 IF:

18 (I) THE ORGANIZATION HAS NOT FILED AN ANNUAL REPORT; OR

19 (II) THE ORGANIZATION'S CONSTITUTION AND BYLAWS DO NOT
20 CONFORM TO THE REQUIREMENTS OF PARAGRAPH (6) OF THIS SUBSECTION.

21 ~~(G)~~ (F) COLLECTIVE BARGAINING SHALL INCLUDE ALL MATTERS RELATING
22 TO:

23 (1) WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF
24 EMPLOYMENT; AND

25 (2) THE PROCEDURES FOR THE EMPLOYEE ORGANIZATION TO RECEIVE
26 MEMBERSHIP DUES AND SERVICE FEES THROUGH PAYROLL DEDUCTION.

27 ~~(H)~~ (G) IN THE COURSE OF COLLECTIVE BARGAINING, THE PUBLIC
28 EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE SHALL MAKE EVERY
29 REASONABLE EFFORT TO CONCLUDE NEGOTIATIONS PRIOR TO THE BUDGET
30 SUBMISSION DATE OF THE PUBLIC EMPLOYER, IN ORDER THAT THE GOVERNING
31 BODY OF PRINCE GEORGE'S COUNTY MAY ACT ON THE OPERATING BUDGET OF THE
32 PUBLIC EMPLOYER.

33 ~~(I)~~ (H) (1) IF IN THE COURSE OF COLLECTIVE BARGAINING A PARTY
34 DEEMS THAT AN IMPASSE EXISTS, THAT PARTY MAY REQUEST THE SERVICES OF THE
35 COMMISSIONER IN MEDIATION OR ENGAGE ANOTHER MUTUALLY AGREED UPON
36 MEDIATOR.

1 (2) (I) BY MUTUAL AGREEMENT, THE PARTIES MAY ENGAGE IN
2 FACT-FINDING.

3 (II) 1. IF THERE IS NOT MUTUAL AGREEMENT, EITHER PARTY,
4 AFTER A REASONABLE PERIOD OF MEDIATION, MAY PETITION THE COMMISSIONER
5 TO INITIATE FACT-FINDING.

6 2. A. AFTER CONSIDERING THE STATUS OF BARGAINING
7 AND THE BUDGET SCHEDULE OF THE PUBLIC EMPLOYER, THE COMMISSIONER MAY
8 FIND THAT AN IMPASSE EXISTS AND MAY NOTIFY THE PARTIES THAT FACT-FINDING
9 IS TO BE INITIATED.

10 B. THE PUBLIC EMPLOYER AND THE EXCLUSIVE
11 REPRESENTATIVE MAY SELECT THEIR OWN FACT FINDER.

12 C. IF THE PARTIES HAVE NOT SELECTED THEIR OWN FACT
13 FINDER WITHIN 5 DAYS OF THE REQUIRED NOTIFICATION, THE COMMISSIONER
14 SHALL SUBMIT TO THE PARTIES THE NAMES OF FIVE QUALIFIED PERSONS. EACH
15 PARTY ALTERNATELY SHALL STRIKE TWO NAMES FROM THE LIST. THE ORDER OF
16 STRIKING SHALL BE DETERMINED BY LOT. THE REMAINING INDIVIDUAL SHALL BE
17 THE FACT FINDER.

18 D. THE FACT FINDER SELECTED BY THE PARTIES SHALL
19 CONDUCT HEARINGS AND MAY ADMINISTER OATHS.

20 E. THE FACT FINDER SHALL MAKE WRITTEN FINDINGS OF
21 FACT AND RECOMMENDATIONS FOR RESOLUTION OF THE IMPASSE.

22 F. NOT LATER THAN 30 DAYS AFTER THE DATE OF
23 APPOINTMENT, THE FACT FINDER SHALL TRANSMIT THE FINDINGS TO THE PUBLIC
24 EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE.

25 G. IF THE IMPASSE CONTINUES 10 DAYS AFTER THE REPORT
26 IS SUBMITTED TO THE PARTIES, THE REPORT SHALL BE MADE AVAILABLE TO THE
27 PUBLIC.

28 (III) THE PARTIES SHALL BEAR EQUALLY THE COSTS OF
29 FACT-FINDING.

30 ~~(A)~~ (I) (1) A PUBLIC EMPLOYEE MAY NOT ENGAGE IN A STRIKE.

31 (2) A PUBLIC EMPLOYEE MAY NOT RECEIVE PAY OR COMPENSATION
32 FROM THE PUBLIC EMPLOYER FOR ANY PERIOD DURING WHICH THE PUBLIC
33 EMPLOYEE IS ENGAGED IN A STRIKE.

34 (3) IF A STRIKE OF PUBLIC EMPLOYEES OCCURS IN PRINCE GEORGE'S
35 COUNTY, A COURT OF COMPETENT JURISDICTION MAY ENJOIN THE STRIKE AT THE
36 REQUEST OF THE PUBLIC EMPLOYER.

1 (4) IF AN EMPLOYEE ORGANIZATION CERTIFIED AS AN EXCLUSIVE
2 REPRESENTATIVE ENGAGES IN A STRIKE, THE COMMISSIONER SHALL REVOKE THE
3 ORGANIZATION'S CERTIFICATION AS EXCLUSIVE REPRESENTATIVE.

4 (5) AN EMPLOYEE ORGANIZATION WHICH ENGAGES IN A STRIKE AND
5 HAS ITS CERTIFICATION REVOKED SHALL BE INELIGIBLE TO BE CERTIFIED AS AN
6 EXCLUSIVE REPRESENTATIVE FOR A PERIOD OF 1 YEAR FOLLOWING THE END OF
7 THE STRIKE.

8 ~~(K)~~ (J) (1) THE PUBLIC EMPLOYER AND THE EXCLUSIVE
9 REPRESENTATIVE SHALL EXECUTE A WRITTEN AGREEMENT BY INCORPORATING
10 ANY MATTERS OF AGREEMENT REACHED ON WAGES, HOURS, AND OTHER TERMS
11 AND CONDITIONS OF EMPLOYMENT.

12 (2) A COLLECTIVE BARGAINING AGREEMENT MAY INCLUDE A
13 PROVISION FOR THE ARBITRATION OF GRIEVANCES ARISING UNDER AN
14 AGREEMENT.

15 (3) (I) A COLLECTIVE BARGAINING AGREEMENT MAY NOT INCLUDE
16 MATTERS RELATING TO THE EMPLOYEES' OR TEACHERS' RETIREMENT SYSTEMS
17 OTHERWISE COVERED BY THE ANNOTATED CODE OF MARYLAND.

18 (II) SUBPARAGRAPH (I) OF THIS PARAGRAPH DOES NOT PROHIBIT A
19 DISCUSSION OF THE TERMS OF THE RETIREMENT SYSTEMS IN THE COURSE OF
20 COLLECTIVE BARGAINING.

21 (4) THE TERMS OF A COLLECTIVE BARGAINING AGREEMENT SHALL
22 SUPERSEDE ANY CONFLICTING REGULATIONS OR ADMINISTRATIVE POLICIES OF
23 THE PUBLIC EMPLOYER.

24 (5) A REQUEST FOR FUNDS NECESSARY TO IMPLEMENT A COLLECTIVE
25 BARGAINING AGREEMENT SHALL BE SUBMITTED BY THE PUBLIC EMPLOYER IN A
26 TIMELY FASHION FOR CONSIDERATION IN THE BUDGET PROCESS OF THE COUNTY.

27 (6) NOT LATER THAN 20 DAYS AFTER FINAL BUDGET ACTION BY THE
28 GOVERNING BODY OF PRINCE GEORGE'S COUNTY, IF A REQUEST FOR FUNDS
29 NECESSARY TO IMPLEMENT A COLLECTIVE BARGAINING AGREEMENT IS REDUCED,
30 MODIFIED, OR REJECTED BY THE GOVERNING BODY, EITHER PARTY TO THE
31 AGREEMENT MAY REOPEN THE AGREEMENT.

32 ~~(L)~~ (K) THE PUBLIC EMPLOYER HAS THE RIGHT TO:

33 (1) DETERMINE HOW THE STATUTORY MANDATE AND GOALS OF THE
34 COLLEGE, INCLUDING THE FUNCTIONS AND PROGRAMS OF THE COLLEGE, ITS
35 OVERALL BUDGET, AND ITS ORGANIZATIONAL STRUCTURE, ARE TO BE CARRIED OUT;
36 AND

37 (2) DIRECT COLLEGE PERSONNEL.

38 ~~(M)~~ (L) (1) PUBLIC EMPLOYEES HAVE THE RIGHT TO:

- 1 (I) ORGANIZE;
- 2 (II) FORM, JOIN, OR ASSIST ANY EMPLOYEE ORGANIZATION;
- 3 (III) BARGAIN COLLECTIVELY THROUGH REPRESENTATIVES THEY
4 HAVE CHOSEN;
- 5 (IV) ENGAGE IN OTHER LAWFUL CONCERTED ACTIVITY FOR THE
6 PURPOSE OF COLLECTIVE BARGAINING; OR
- 7 (V) REFRAIN FROM ENGAGING IN THE ACTIVITIES LISTED UNDER
8 THIS PARAGRAPH.

9 (2) (I) A PUBLIC EMPLOYEE OR GROUP OF PUBLIC EMPLOYEES HAS
10 THE RIGHT, AT ANY TIME, TO:

11 1. PRESENT A GRIEVANCE ARISING UNDER THE TERMS OF
12 THE AGREEMENT TO THE PUBLIC EMPLOYER; AND

13 2. HAVE THE GRIEVANCE ADJUSTED WITHOUT THE
14 INTERVENTION OF THE EXCLUSIVE REPRESENTATIVE.

15 (II) THE EXCLUSIVE REPRESENTATIVE HAS THE RIGHT TO BE
16 PRESENT DURING ANY MEETING INVOLVING THE PRESENTATION OR ADJUSTMENT
17 OF A GRIEVANCE.

18 (III) THE PUBLIC EMPLOYER HAS THE DUTY TO HEAR A GRIEVANCE
19 AND PARTICIPATE IN THE ADJUSTMENT OF THE GRIEVANCE.

20 (IV) THE ADJUSTMENT OF A GRIEVANCE MAY NOT BE
21 INCONSISTENT WITH THE TERMS OF THE COLLECTIVE BARGAINING AGREEMENT
22 THEN IN EFFECT.

23 (V) THE PUBLIC EMPLOYER SHALL GIVE PROMPT NOTICE OF ANY
24 ADJUSTMENT OF A GRIEVANCE TO THE EXCLUSIVE REPRESENTATIVE.

25 (3) THE PUBLIC EMPLOYER AND A PUBLIC EMPLOYEE ORGANIZATION
26 MAY NOT INTERFERE WITH, INTIMIDATE, RESTRAIN, COERCE, OR DISCRIMINATE
27 AGAINST A PUBLIC EMPLOYEE BECAUSE THE EMPLOYEE EXERCISES RIGHTS
28 GRANTED UNDER THIS SUBSECTION.

29 ~~(N)~~ (M) IF A PUBLIC GENERAL LAW ON COLLECTIVE BARGAINING
30 GENERALLY APPLICABLE TO COMMUNITY COLLEGES BECOMES EFFECTIVE, THE
31 AUTHORITY GRANTED UNDER THIS SECTION, ANY PROCEDURES ADOPTED UNDER
32 THIS SECTION, AND ANY DECISION, ACTION, OR AGREEMENT MADE UNDER THIS
33 SECTION SHALL EXPIRE AND BECOME VOID.

34 ~~(O)~~ (N) EXCEPT AS PROVIDED IN THIS SECTION, THIS SECTION MAY NOT BE
35 INTERPRETED TO RENDER THE PROVISIONS OF TITLE 4, SUBTITLES 1 THROUGH 3 OF

1 THE LABOR AND EMPLOYMENT ARTICLE APPLICABLE TO EMPLOYMENT AT PRINCE
2 GEORGE'S COMMUNITY COLLEGE.

3 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
4 October 1, 2001.