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By: **Prince George's County Delegation and Montgomery County  
Delegation**

Introduced and read first time: February 6, 2002  
Assigned to: Commerce and Government Matters

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A BILL ENTITLED

1 AN ACT concerning

2 **Washington Suburban Sanitary Commission - Collective Bargaining and**  
3 **Binding Arbitration**  
4 **PG/MC 104-02**

5 FOR the purpose of establishing collective bargaining rights for certain employees of  
6 the Washington Suburban Sanitary Commission; establishing certain  
7 bargaining units; requiring the negotiation of a single contract with an employee  
8 organization under certain circumstances; requiring the Commission to  
9 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; requiring that collective bargaining between the  
18 Commission and the exclusive representative of a bargaining unit for  
19 Commission employees begin not later each year than a certain date and end not  
20 later than a certain date; establishing a procedure for resolving a negotiability  
21 dispute; establishing procedures requiring the appointment of a  
22 mediator-arbitrator and binding arbitration when there is an impasse; setting  
23 certain deadlines; requiring the mediator-arbitrator to take certain actions in  
24 determining a final reasonable offer; requiring the mediator-arbitrator to direct  
25 the parties to submit certain memoranda outlining previous offers and  
26 agreements and hold a nonpublic hearing to consider the proposals submitted by  
27 the parties; limiting the items which the mediator-arbitrator may consider in  
28 selecting a final offer; prohibiting the arbitrator from compromising or altering  
29 the final offer selected; providing that the parties need not ratify, but must  
30 execute, the final offer; providing that the economic terms of the final offer are  
31 subject to being funded by the Montgomery County and Prince George's County  
32 Councils; requiring the Commission to request funds for all economic provisions  
33 of the final agreement in the Commission's final budget; requiring the parties to  
34 reopen negotiations if the county councils do not fund all provisions of the final

1 agreement; providing for the treatment of the final offer; requiring the parties to  
2 share equally in paying the costs of arbitration; granting the Commission, a  
3 certified employee organization, and certain employees of the Commission  
4 certain rights; prohibiting certain actions; establishing unfair labor practice  
5 procedures; defining certain terms; providing for the application of this Act; and  
6 generally relating to collective bargaining, binding arbitration, and labor  
7 relations matters involving the Washington Suburban Sanitary Commission.

8 BY adding to

9 Article 29 - Washington Suburban Sanitary District  
10 Section 11.5-101 to be under the new title "Title 11.5. Collective Bargaining"  
11 Annotated Code of Maryland  
12 (1997 Replacement Volume and 2001 Supplement)

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

15 **Article 29 - Washington Suburban Sanitary District**

16 TITLE 11.5. COLLECTIVE BARGAINING.

17 11.5-101.

18 (A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS  
19 INDICATED.

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

24 (3) "PROBATIONARY EMPLOYEE" MEANS A COMMISSION MERIT SYSTEM  
25 EMPLOYEE DURING THE EMPLOYEE'S INITIAL PROBATIONARY PERIOD AFTER  
26 HIRING.

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

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

30 (2) CONFIDENTIAL EMPLOYEES;

31 (3) PROBATIONARY EMPLOYEES; OR

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

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

1 (I) THE OFFICE/TECHNICAL UNIT THAT INCLUDES:

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

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

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

15 4. ALL OTHER NONPROFESSIONAL JOB TITLES CURRENTLY  
16 UNREPRESENTED BY ANY OTHER UNION; AND

17 (II) A PROFESSIONAL UNIT THAT INCLUDES PROFESSIONAL  
18 CLASSIFICATION TITLES IN WHICH EMPLOYEES HAVE SPECIAL OR THEORETICAL  
19 KNOWLEDGE THAT USUALLY IS ACQUIRED THROUGH COLLEGE TRAINING OR OTHER  
20 TRAINING THAT PROVIDES COMPARABLE KNOWLEDGE OR WORK EXPERIENCE.

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

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

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

32 (I) SERVE AS THE SOLE BARGAINING AGENT FOR THE UNIT IN  
33 COLLECTIVE BARGAINING; AND

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

37 (3) AN EMPLOYEE ORGANIZATION MEETS THE REQUIREMENTS OF  
38 PARAGRAPH (2)(II) OF THIS SUBSECTION AS LONG AS ITS ACTIONS WITH RESPECT TO  
39 EMPLOYEES WHO ARE MEMBERS OF THE EMPLOYEE ORGANIZATION AND

1 EMPLOYEES WHO ARE NOT MEMBERS OF THE EMPLOYEE ORGANIZATION ARE NOT  
2 ARBITRARY, DISCRIMINATORY, OR IN BAD FAITH.

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

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

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

16 (4) A LABOR RELATIONS ADMINISTRATOR IS ELIGIBLE FOR  
17 REAPPOINTMENT.

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

21 (I) A COPY OF THE EMPLOYEE ORGANIZATION'S CONSTITUTION  
22 AND BYLAWS; AND

23 (II) ANY SUBSEQUENT CHANGE IN THE EMPLOYEE  
24 ORGANIZATIONS CONSTITUTION OR BYLAWS.

25 (2) THE CONSTITUTION OR BYLAWS SHALL INCLUDE:

26 (I) A PLEDGE THAT THE EMPLOYEE ORGANIZATION ACCEPT  
27 MEMBERS WITHOUT REGARD TO AGE, MARITAL STATUS, NATIONAL ORIGIN, RACE,  
28 RELIGION, DISABILITY, SEXUAL ORIENTATION, OR GENDER;

29 (II) THE RIGHT OF MEMBERS TO PARTICIPATE IN THE AFFAIRS OF  
30 THE EMPLOYEE ORGANIZATION;

31 (III) PROCEDURES FOR PERIODIC ELECTIONS FOR OFFICERS BY  
32 SECRET BALLOT;

33 (IV) FAIR PROCEDURES GOVERNING DISCIPLINARY ACTIONS;

34 (V) PROCEDURES FOR THE ACCURATE ACCOUNTING OF ALL  
35 INCOME AND EXPENDITURES;

1 (VI) A REQUIREMENT THAT A CERTIFIED ANNUAL FINANCIAL  
2 REPORT BE PRODUCED; AND

3 (VII) THE RIGHT OF MEMBERS TO INSPECT THE ORGANIZATION'S  
4 ACCOUNTS.

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

7 (I) AN EMPLOYEE ORGANIZATION DEMONSTRATES, BY PETITION,  
8 THAT AT LEAST 30% OF THE ELIGIBLE EMPLOYEES IN A BARGAINING UNIT SUPPORT  
9 REPRESENTATION BY AN EXCLUSIVE REPRESENTATIVE FOR COLLECTIVE  
10 BARGAINING; OR

11 (II) AN EMPLOYEE OR AN EMPLOYEE ORGANIZATION  
12 DEMONSTRATES, BY PETITION, THAT AT LEAST 30% OF THE ELIGIBLE EMPLOYEES IN  
13 A BARGAINING UNIT NO LONGER SUPPORT THE CURRENT EXCLUSIVE  
14 REPRESENTATIVE.

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

20 (II) THE PROVISION OF A LIST UNDER THIS PARAGRAPH BY THE  
21 COMMISSION, THE LABOR RELATIONS ADMINISTRATOR, OR ANY COMMISSION  
22 OFFICIAL, EMPLOYEE, OR OTHER AGENT DOES NOT CONSTITUTE A VIOLATION OF §  
23 10-617(E) OF THE STATE GOVERNMENT ARTICLE OR ANY STATE OR LOCAL LAW,  
24 REGULATION, OR ORDINANCE.

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

26 (4) THE BALLOT SHALL CONTAIN:

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

29 (II) THE NAME OF ANY OTHER EMPLOYEE ORGANIZATION  
30 SUPPORTED BY A PETITION SIGNED BY AT LEAST 10% OF THE ELIGIBLE EMPLOYEES  
31 IN THE BARGAINING UNIT; AND

32 (III) AN OPTION FOR NO REPRESENTATION.

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

1 (II) IN THE RUNOFF ELECTION, THE BALLOT SHALL CONTAIN THE  
2 TWO CHOICES THAT RECEIVED THE HIGHEST NUMBER OF VOTES IN THE INITIAL  
3 ELECTION.

4 (6) AFTER THE ELECTION, THE LABOR RELATIONS ADMINISTRATOR  
5 SHALL CERTIFY THE EMPLOYEE ORGANIZATION THAT RECEIVED A MAJORITY OF  
6 THE VOTES CAST AS THE EXCLUSIVE REPRESENTATIVE.

7 (7) THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL  
8 SHARE EQUALLY THE COSTS OF THE ELECTION.

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

10 (I) WITHIN 1 YEAR AFTER THE DATE OF A VALID INITIAL ELECTION  
11 UNDER THIS SECTION; OR

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

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

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

20 (2) THE LABOR RELATIONS ADMINISTRATOR SHALL HOLD ONE OR MORE  
21 EVIDENTIARY HEARINGS AT WHICH THE COMMISSION AND INTERESTED EMPLOYEE  
22 ORGANIZATIONS SHALL HAVE THE OPPORTUNITY TO PRESENT TESTIMONY,  
23 DOCUMENTARY AND OTHER EVIDENCE, AND ARGUMENTS.

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

25 (4) THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL  
26 SHARE EQUALLY THE COSTS OF THE HEARINGS.

27 (J) (1) THE COMMISSION AND AN EMPLOYEE ORGANIZATION CERTIFIED AS  
28 EXCLUSIVE REPRESENTATIVE SHALL MEET AND ENGAGE IN COLLECTIVE  
29 BARGAINING IN GOOD FAITH IN REGARD TO THE FOLLOWING SUBJECTS OF  
30 BARGAINING:

31 (I) SALARY AND WAGES, INCLUDING THE PERCENTAGE OF THE  
32 INCREASE IN THE SALARY AND WAGES BUDGET THAT WILL BE DEVOTED TO MERIT  
33 INCREMENTS AND CASH AWARDS;

34 (II) PENSION AND OTHER RETIREMENT BENEFITS FOR ACTIVE  
35 EMPLOYEES;

1 (III) EMPLOYEE BENEFITS SUCH AS INSURANCE, LEAVE, HOLIDAYS,  
2 AND VACATIONS;

3 (IV) HOURS AND WORKING CONDITIONS;

4 (V) PROVISIONS FOR THE ORDERLY PROCESSING AND  
5 SETTLEMENT OF GRIEVANCES CONCERNING THE INTERPRETATION AND  
6 IMPLEMENTATION OF A COLLECTIVE BARGAINING AGREEMENT THAT MAY INCLUDE:

7 1. BINDING THIRD PARTY ARBITRATION; AND

8 2. PROVISIONS FOR THE EXCLUSIVITY OF FORUM;

9 (VI) MATTERS AFFECTING THE HEALTH AND SAFETY OF  
10 EMPLOYEES; AND

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

13 (2) THIS SUBSECTION DOES NOT REQUIRE THE COMMISSION OR THE  
14 EMPLOYEE ORGANIZATION TO AGREE TO ANY PROPOSAL OR TO MAKE ANY  
15 CONCESSION.

16 (3) (I) 1. COLLECTIVE BARGAINING SHALL NOT BEGIN LATER  
17 THAN SEPTEMBER 1 BEFORE THE BEGINNING OF A FISCAL YEAR FOR WHICH AN  
18 AGREEMENT HAS NOT BEEN REACHED BETWEEN THE COMMISSION AND THE  
19 CERTIFIED REPRESENTATIVE.

20 2. COLLECTIVE BARGAINING SHALL FINISH ON OR BEFORE  
21 THE FOLLOWING FEBRUARY 1.

22 (II) DURING THE PERIOD SET IN ITEM 1. OF THIS SUBPARAGRAPH,  
23 THE PARTIES SHALL NEGOTIATE IN GOOD FAITH.

24 (4) SALARIES AND WAGES SHALL BE UNIFORM FOR ALL EMPLOYEES IN  
25 THE SAME CLASSIFICATION.

26 (5) (I) THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHARE  
27 THE COSTS OF BINDING ARBITRATION EQUALLY.

28 (II) THE ARBITRATOR HAS NO AUTHORITY TO AMEND, ADD TO, OR  
29 SUBTRACT FROM THE PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT.

30 (K) (1) IF A PARTY CONSIDERS A BARGAINING PROPOSAL TO CONTRAVENE  
31 THE RIGHTS AND RESPONSIBILITIES OF THE COMMISSION UNDER SUBSECTION (R)  
32 OF THIS SECTION OR OTHERWISE TO VIOLATE THIS SECTION, THE PARTY SHALL  
33 PETITION THE LABOR RELATIONS ADMINISTRATOR TO DETERMINE WHETHER THE  
34 BARGAINING PROPOSAL CONSTITUTES A NEGOTIABILITY DISPUTE THAT  
35 CONTRAVENES THIS SECTION.

1           (2)     THE PROCEDURE FOR RESOLVING A NEGOTIABILITY DISPUTE SHALL  
2 FOLLOW THE PROCESS FOR REVIEWING UNFAIR LABOR PRACTICE CHARGES, EXCEPT  
3 THAT THE LABOR RELATIONS ADMINISTRATOR MAY SHORTEN THE TIME PERIODS OR  
4 ORDER ANY EXPEDITED PROCEDURE APPROPRIATE UNDER THE CIRCUMSTANCES.

5           (3)     THE LABOR RELATIONS ADMINISTRATOR MAY ORDER A PARTY TO  
6 WITHDRAW ALL OR PART OF A BARGAINING PROPOSAL THAT CONTRAVENES THIS  
7 SECTION.

8           (4)     UNLESS APPEALED ON THE BASIS OF BEING ARBITRARY,  
9 CAPRICIOUS, OR EXCEEDING THE AUTHORITY OF A PARTY, ANY DECISION AND  
10 ORDER REACHED UNDER THIS SUBSECTION IS FINAL.

11       (L)     (1)     (I)     IF THE PARTIES HAVE NOT REACHED AN AGREEMENT ON OR  
12 BEFORE DECEMBER 1 ON A COLLECTIVE BARGAINING AGREEMENT THAT WOULD  
13 BECOME EFFECTIVE THE FOLLOWING JULY 1, THE PARTIES SHALL JOINTLY APPOINT  
14 A MEDIATOR-ARBITRATOR.

15                   (II)     IF THE PARTIES ARE UNABLE TO AGREE ON A  
16 MEDIATOR-ARBITRATOR, THE LABOR RELATIONS ADMINISTRATOR SHALL NAME THE  
17 MEDIATOR-ARBITRATOR ON OR BEFORE DECEMBER 7.

18                   (III)    NOTWITHSTANDING APPOINTMENT OF THE  
19 MEDIATOR-ARBITRATOR, NOTHING IN THIS SUBSECTION SHALL REQUIRE  
20 COMMENCEMENT OF MEDIATION-ARBITRATION BEFORE THE DATE STATED IN  
21 PARAGRAPH (3) OF THIS SUBSECTION.

22           (2)     DURING THE COURSE OF THE COLLECTIVE BARGAINING EITHER  
23 PARTY MAY DECLARE AN IMPASSE AND REQUEST THE SERVICES OF THE  
24 MEDIATOR-ARBITRATOR, OR THE PARTIES MAY JOINTLY REQUEST THE SERVICES OF  
25 A MEDIATOR-ARBITRATOR BEFORE AN IMPASSE IS DECLARED.

26           (3)     IF THE MEDIATOR-ARBITRATOR FINDS IN THE  
27 MEDIATOR-ARBITRATOR'S SOLE DISCRETION THAT THE PARTIES ARE AT A BONA  
28 FIDE IMPASSE OR ON FEBRUARY 1, WHICHEVER OCCURS EARLIER, THE  
29 MEDIATOR-ARBITRATOR SHALL DIRECT THE PARTIES TO SUBMIT:

30                   (I)     A JOINT MEMORANDUM LISTING ALL ITEMS TO WHICH THE  
31 PARTIES PREVIOUSLY AGREED; AND

32                   (II)    A SEPARATE MEMORANDUM OF THE PARTY'S LAST FINAL  
33 OFFER PRESENTED IN NEGOTIATIONS ON ALL ITEMS TO WHICH THE PARTIES DID  
34 NOT PREVIOUSLY AGREE.

35           (4)     (I)     ON OR BEFORE FEBRUARY 10, THE MEDIATOR-ARBITRATOR  
36 SHALL HOLD A NONPUBLIC HEARING ON THE PARTIES' PROPOSALS AT A TIME, DATE,  
37 AND PLACE SELECTED BY THE MEDIATOR-ARBITRATOR.

38                   (II)    EACH PARTY SHALL SUBMIT EVIDENCE OR MAKE ORAL AND  
39 WRITTEN ARGUMENT IN SUPPORT OF THE PARTY'S LAST FINAL OFFER.

1 (III) THE MEDIATOR-ARBITRATOR MAY NOT OPEN THE HEARING TO  
2 A PERSON WHO IS NOT A PARTY TO THE MEDIATION-ARBITRATION.

3 (5) (I) ON OR BEFORE FEBRUARY 15, THE MEDIATOR-ARBITRATOR  
4 SHALL ISSUE A REPORT SELECTING BETWEEN THE FINAL OFFERS SUBMITTED BY  
5 THE PARTIES THAT THE MEDIATOR-ARBITRATOR DETERMINES TO BE MORE  
6 REASONABLE, VIEWED AS A WHOLE.

7 (II) IN DETERMINING THE MORE REASONABLE OFFER, THE  
8 MEDIATOR-ARBITRATOR MAY CONSIDER ONLY THE FOLLOWING FACTORS:

9 1. PAST COLLECTIVE BARGAINING CONTRACTS BETWEEN  
10 THE PARTIES, INCLUDING THE PAST BARGAINING HISTORY THAT LED TO THE  
11 AGREEMENT OR THE PRE-COLLECTIVE BARGAINING HISTORY OF EMPLOYEE WAGES,  
12 HOURS, BENEFITS, AND OTHER WORKING CONDITIONS;

13 2. A COMPARISON OF WAGES, HOURS, BENEFITS, AND  
14 CONDITIONS OF EMPLOYMENT OF SIMILAR EMPLOYEES OF OTHER PUBLIC  
15 EMPLOYERS IN THE WASHINGTON METROPOLITAN AREA AND IN THE STATE;

16 3. A COMPARISON OF WAGES, HOURS, BENEFITS, AND  
17 CONDITIONS OF EMPLOYMENT OF SIMILAR EMPLOYEES OF PRIVATE EMPLOYERS IN  
18 MONTGOMERY COUNTY AND IN PRINCE GEORGE'S COUNTY;

19 4. THE PUBLIC INTEREST AND WELFARE;

20 5. THE ABILITY OF THE EMPLOYER TO FINANCE ANY  
21 ECONOMIC ADJUSTMENTS REQUIRED UNDER THE PROPOSED AGREEMENT;

22 6. THE EFFECTS OF ANY ECONOMIC ADJUSTMENTS ON THE  
23 STANDARD OF PUBLIC SERVICES NORMALLY PROVIDED BY THE EMPLOYER; AND

24 7. THE ANNUAL INCREASE OR DECREASE IN CONSUMER  
25 PRICES FOR ALL ITEMS AS REFLECTED IN THE MOST RECENT CONSUMER PRICE  
26 INDEX - WAGE EARNERS AND CLERICAL WORKERS ("CPI-W") FOR THE  
27 WASHINGTON-BALTIMORE METROPOLITAN AREA.

28 (III) IN DETERMINING THE MOST REASONABLE OFFER, THE  
29 MEDIATOR-ARBITRATOR SHALL CONSIDER TO BE INTEGRATED WITH EACH OFFER  
30 ALL ITEMS ON WHICH THE PARTIES AGREED BEFORE THE MEDIATION-ARBITRATION  
31 BEGAN.

32 (IV) THE MEDIATOR-ARBITRATOR MAY NOT RECEIVE OR CONSIDER  
33 THE HISTORY OF COLLECTIVE BARGAINING RELATING TO THE IMMEDIATE DISPUTE,  
34 INCLUDING ANY OFFERS OF SETTLEMENT NOT CONTAINED IN THE OFFER  
35 SUBMITTED TO THE MEDIATOR-ARBITRATOR.

36 (6) THE MEDIATOR-ARBITRATOR MAY NOT COMPROMISE OR ALTER THE  
37 FINAL OFFER THAT THE MEDIATOR-ARBITRATOR SELECTS.

1           (7)    (I)    1.       SUBJECT TO SUB-SUBPARAGRAPH 2. OF THIS  
2 SUBPARAGRAPH, WITHOUT RATIFICATION BY THE PARTIES, THE OFFER SELECTED  
3 BY THE MEDIATOR-ARBITRATOR, AS INTEGRATED WITH THE ITEMS ON WHICH THE  
4 PARTIES PREVIOUSLY AGREED, SHALL BE THE FINAL AGREEMENT BETWEEN THE  
5 COMMISSION AND THE EXCLUSIVE REPRESENTATIVE.

6                               2.       THE ECONOMIC PROVISIONS OF THE FINAL AGREEMENT  
7 ARE SUBJECT TO FUNDING BY THE MONTGOMERY COUNTY AND PRINCE GEORGE'S  
8 COUNTY COUNCILS.

9                               3.       THE COMMISSION SHALL REQUEST FUNDS IN THE  
10 COMMISSION'S FINAL BUDGET FROM THE COUNTY COUNCILS FOR ALL ECONOMIC  
11 PROVISIONS OF THE FINAL AGREEMENT.

12                            (II)    THE PARTIES SHALL EXECUTE AN AGREEMENT  
13 INCORPORATING THE FINAL AGREEMENT, INCLUDING MEDIATION-ARBITRATION  
14 AWARDS AND ALL ISSUES AGREED TO UNDER THIS SECTION.

15           (8)       THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL  
16 SHARE EQUALLY IN PAYING THE COSTS OF THE MEDIATOR-ARBITRATOR'S SERVICES.

17   (M)   (1)       THE COMMISSION AND AN EMPLOYEE ORGANIZATION CERTIFIED AS  
18 EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT SHALL EXECUTE A  
19 COLLECTIVE BARGAINING AGREEMENT INCORPORATING ALL MATTERS OF  
20 AGREEMENT ON WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF  
21 EMPLOYMENT.

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

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

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

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

31           (6)       A COLLECTIVE BARGAINING AGREEMENT TAKES EFFECT ON THE  
32 APPROVAL BY THE COMMISSION AND THE MEMBERSHIP OF THE UNION  
33 REPRESENTING THE BARGAINING UNIT.

34   (N)   (1)       THE COMMISSION SHALL INCLUDE IN ITS ANNUAL PROPOSED  
35 OPERATING BUDGET ADEQUATE FUNDING TO CARRY OUT A COLLECTIVE  
36 BARGAINING AGREEMENT.

37           (2)       UNLESS THE MONTGOMERY COUNTY AND PRINCE GEORGE'S  
38 COUNTY COUNCILS APPROVE THE COMMISSION'S BUDGET SO AS TO APPROVE THE

1 TERMS OF THE COLLECTIVE BARGAINING AGREEMENT, THE COMMISSION AND THE  
2 EMPLOYEE ORGANIZATION, WITHIN 5 DAYS AFTER THE JOINT COUNTY COUNCIL  
3 MEETING, SHALL REOPEN THE NEGOTIATED AGREEMENT AND BARGAIN WITH  
4 RESPECT TO THE PROVISIONS OF THE AGREEMENT NOT APPROVED BY THE COUNTY  
5 COUNCILS.

6 (O) IF A PROVISION IN A COLLECTIVE BARGAINING AGREEMENT IS RULED  
7 INVALID OR IS NOT FUNDED BY MONTGOMERY COUNTY OR PRINCE GEORGE'S  
8 COUNTY, THE REMAINDER OF THE AGREEMENT REMAINS IN EFFECT UNLESS  
9 REOPENED UNDER SUBSECTION (N)(2) OF THIS SECTION.

10 (P) (1) THIS SECTION AND ANY AGREEMENT MADE UNDER IT MAY NOT  
11 IMPAIR THE RIGHT AND RESPONSIBILITY OF THE COMMISSION TO:

12 (I) DETERMINE THE OVERALL BUDGET AND MISSION OF THE  
13 COMMISSION;

14 (II) MAINTAIN AND IMPROVE THE EFFICIENCY AND  
15 EFFECTIVENESS OF OPERATIONS;

16 (III) DETERMINE THE SERVICES TO BE RENDERED AND THE  
17 OPERATIONS TO BE PERFORMED;

18 (IV) DETERMINE THE LOCATION OF FACILITIES AND THE OVERALL  
19 ORGANIZATIONAL STRUCTURE, METHODS, PROCESSES, MEANS, JOB  
20 CLASSIFICATIONS, AND PERSONNEL BY WHICH OPERATIONS ARE TO BE  
21 CONDUCTED;

22 (V) DIRECT AND SUPERVISE EMPLOYEES;

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

25 (VII) RELIEVE EMPLOYEES FROM DUTIES BECAUSE OF LACK OF  
26 WORK OR FUNDS OR WHEN THE COMMISSION DETERMINES CONTINUED WORK  
27 WOULD BE INEFFICIENT OR NONPRODUCTIVE;

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

30 (IX) TRANSFER AND SCHEDULE EMPLOYEES;

31 (X) DETERMINE THE SIZE, GRADES, AND COMPOSITION OF THE  
32 WORKFORCE;

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

34 (XII) ESTABLISH EMPLOYEE PERFORMANCE STANDARDS AND  
35 EVALUATE AND ASSIGN EMPLOYEES, EXCEPT THAT EVALUATION AND ASSIGNMENT  
36 PROCEDURES MAY BE A SUBJECT FOR COLLECTIVE BARGAINING;

1 (XIII) MAKE AND IMPLEMENT SYSTEMS FOR AWARDING  
2 OUTSTANDING SERVICE INCREMENTS, EXTRAORDINARY PERFORMANCE AWARDS,  
3 AND OTHER MERIT AWARDS;

4 (XIV) INTRODUCE NEW OR IMPROVED TECHNOLOGY, RESEARCH,  
5 DEVELOPMENT, AND SERVICES;

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

9 (XVI) MAINTAIN INTERNAL SECURITY STANDARDS;

10 (XVII) SUBJECT TO PARAGRAPH (4) OF THIS SUBSECTION, CREATE,  
11 ALTER, COMBINE, CONTRACT OUT, OR ABOLISH ANY JOB CLASSIFICATION,  
12 DEPARTMENT, OPERATION, UNIT, OR OTHER DIVISION OR SERVICE;

13 (XVIII) SUSPEND, DISCHARGE, OR OTHERWISE DISCIPLINE  
14 EMPLOYEES FOR CAUSE, SUBJECT TO THE GRIEVANCE PROCEDURE STATED IN THE  
15 COLLECTIVE BARGAINING AGREEMENT; AND

16 (XIX) ISSUE AND ENFORCE RULES, POLICIES, AND REGULATIONS  
17 NECESSARY TO CARRY OUT THE PROVISIONS OF THIS SUBSECTION AND ALL OTHER  
18 MANAGERIAL FUNCTIONS THAT ARE NOT INCONSISTENT WITH THIS ARTICLE,  
19 FEDERAL OR STATE LAW, OR THE TERMS OF A COLLECTIVE BARGAINING  
20 AGREEMENT.

21 (2) THE COMMISSION MAY NOT:

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

24 (II) DOMINATE, INTERFERE WITH, OR ASSIST IN THE FORMATION,  
25 ADMINISTRATION, OR EXISTENCE OF ANY EMPLOYEE ORGANIZATION OR  
26 CONTRIBUTE FINANCIAL ASSISTANCE OR OTHER SUPPORT TO AN EMPLOYEE  
27 ORGANIZATION;

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

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

34 (V) REFUSE TO BARGAIN IN GOOD FAITH WITH AN EMPLOYEE  
35 ORGANIZATION THAT IS CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE OF A  
36 BARGAINING UNIT OVER ANY SUBJECT OF BARGAINING OR REFUSE TO PARTICIPATE  
37 IN GOOD FAITH IN BINDING ARBITRATION OR GRIEVANCE PROCEDURE UNDER THIS  
38 SECTION.

1 (3) THE COMMISSIONER MAY NOT CONTRACT OUT WORK THAT WILL  
2 DISPLACE EMPLOYEES UNLESS THE COMMISSION GIVES WRITTEN NOTICE TO THE  
3 CERTIFIED REPRESENTATIVE AT LEAST 90 DAYS BEFORE SIGNING THE CONTRACT  
4 OR WITHIN A DIFFERENT PERIOD OF TIME AS AGREED BY THE PARTIES.

5 (4) PARAGRAPH (2)(II) OF THIS SUBSECTION DOES NOT PROHIBIT THE  
6 COMMISSION FROM ALLOWING EMPLOYEES TO NEGOTIATE OR TO CONFER WITH  
7 THE COMMISSION OVER LABOR MATTERS DURING WORK HOURS WITHOUT THE LOSS  
8 OF PAY OR TIME.

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

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

12 (II) CAUSE OR ATTEMPT TO CAUSE THE COMMISSION TO  
13 DISCRIMINATE AGAINST ANY EMPLOYEE IN THE EXERCISE BY THE EMPLOYEE OF  
14 ANY RIGHT UNDER THIS SECTION;

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

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

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

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

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

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

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

29 (II) BARGAIN COLLECTIVELY THROUGH A REPRESENTATIVE THAT  
30 THEY HAVE CHOSEN;

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

33 (IV) REFRAIN FROM ANY ACTIVITY COVERED UNDER THIS  
34 PARAGRAPH.

35 (2) AN EMPLOYEE MAY ONLY PRESENT A GRIEVANCE ARISING UNDER A  
36 COLLECTIVE BARGAINING AGREEMENT TO THE COMMISSION THROUGH THE

1 EMPLOYEE ORGANIZATION CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE FOR  
2 THE BARGAINING UNIT.

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

9 (2) A COMMISSION EMPLOYEE, GROUP OF COMMISSION EMPLOYEES, OR  
10 EMPLOYEE ORGANIZATION MAY NOT ENGAGE IN, INDUCE, INITIATE, OR RATIFY A  
11 STRIKE BY COMMISSION EMPLOYEES.

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

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

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

19 (II) THE LABOR RELATIONS ADMINISTRATOR SHALL HOLD A  
20 HEARING ON THE DISCIPLINARY ACTION AT WHICH THE COMMISSION, THE  
21 EMPLOYEE, AND ANY INTERESTED EMPLOYEE ORGANIZATION MAY PRESENT  
22 EVIDENCE AND ARGUMENT.

23 (6) (I) IF AN EMPLOYEE ORGANIZATION CERTIFIED AS AN EXCLUSIVE  
24 REPRESENTATIVE IS FOUND AFTER A HEARING BY THE LABOR RELATIONS  
25 ADMINISTRATOR TO HAVE ASSISTED, AUTHORIZED, OR INITIATED A STRIKE  
26 INVOLVING THE REFUSAL OF COMMISSION EMPLOYEES TO REPORT FOR WORK, THE  
27 LABOR RELATIONS ADMINISTRATOR SHALL REVOKE THE CERTIFICATION OF THE  
28 EMPLOYEE ORGANIZATION.

29 (II) AN EMPLOYEE ORGANIZATION DECERTIFIED UNDER  
30 SUBPARAGRAPH (I) OF THIS PARAGRAPH MAY NOT BE RECERTIFIED FOR 2 YEARS  
31 AFTER THE END OF THE STRIKE.

32 (III) IF AN EMPLOYEE ORGANIZATION CERTIFIED AS AN EXCLUSIVE  
33 REPRESENTATIVE IS FOUND AFTER A HEARING BY THE LABOR RELATIONS  
34 ADMINISTRATOR TO HAVE ASSISTED, AUTHORIZED, OR INITIATED ANY OTHER TYPE  
35 OF STRIKE, THE LABOR RELATIONS ADMINISTRATOR MAY REVOKE THE  
36 CERTIFICATION OF THE EMPLOYEE ORGANIZATION FOR UP TO 1 YEAR AFTER THE  
37 END OF THE STRIKE.

38 (T) (1) IT IS AN UNFAIR LABOR PRACTICE FOR THE COMMISSION OR AN  
39 EMPLOYEE ORGANIZATION CERTIFIED AS AN EXCLUSIVE REPRESENTATIVE OF A

1 BARGAINING UNIT TO VIOLATE THE RIGHTS OF A COMMISSION EMPLOYEE UNDER  
2 THIS SECTION.

3 (2) WITHIN 30 BUSINESS DAYS AFTER THE ALLEGED VIOLATION, THE  
4 PARTY CHARGING AN UNFAIR LABOR PRACTICE SHALL SUBMIT THE CHARGE IN  
5 WRITING TO THE LABOR RELATIONS ADMINISTRATOR AND THE PARTY ALLEGED TO  
6 HAVE COMMITTED THE UNFAIR LABOR PRACTICE.

7 (3) WITHIN 15 BUSINESS DAYS AFTER AN UNFAIR LABOR PRACTICE  
8 CHARGE IS SUBMITTED, THE COMMISSION AND THE EMPLOYEE ORGANIZATION  
9 SHALL REQUEST THE LABOR RELATIONS ADMINISTRATOR TO HOLD A HEARING AND  
10 DECIDE WHETHER AN UNFAIR LABOR PRACTICE HAS OCCURRED.

11 (4) THE LABOR RELATIONS ADMINISTRATOR SHALL:

12 (I) CONDUCT THE HEARING;

13 (II) ISSUE A FINDING OF FACTS AND CONCLUSION OF LAW;

14 (III) ORDER THE PARTY CHARGED WITH THE UNFAIR LABOR  
15 PRACTICE TO CEASE AND DESIST FROM THE PROHIBITED PRACTICE; AND

16 (IV) ORDER ALL RELIEF NECESSARY TO REMEDY THE VIOLATION  
17 OF THIS SECTION AND OTHERWISE TO MAKE WHOLE ANY INJURED EMPLOYEE OR  
18 EMPLOYEE ORGANIZATION OR THE COMMISSION, IF INJURED, INCLUDING  
19 REINSTATEMENT, RESTITUTION, BACK PAY, OR INJUNCTIONS NEEDED TO RESTORE  
20 THE EMPLOYEE, THE EMPLOYEE ORGANIZATION, OR THE COMMISSION TO THE  
21 POSITION OR CONDITION IT WOULD HAVE BEEN IN BUT FOR THE VIOLATION.

22 (5) THE LABOR RELATIONS ADMINISTRATOR MAY NOT ORDER PUNITIVE  
23 DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES FOR EMOTIONAL DISTRESS, PAIN,  
24 AND SUFFERING, OR ATTORNEY FEES FOR PURPOSES OF SATISFYING THE  
25 PROVISIONS OF PARAGRAPH (4)(IV) OF THIS SUBSECTION.

26 (6) THE DECISION OF THE LABOR RELATIONS ADMINISTRATOR IS FINAL  
27 UNLESS APPEALED ON THE BASIS OF BEING ARBITRARY, CAPRICIOUS, OR  
28 EXCEEDING AUTHORITY.

29 (7) IF THE LABOR RELATIONS ADMINISTRATOR FINDS THAT THE PARTY  
30 CHARGED WITH THE UNFAIR LABOR PRACTICE HAS NOT COMMITTED ANY  
31 PROHIBITED PRACTICE, THE LABOR RELATIONS ADMINISTRATOR SHALL ISSUE AN  
32 ORDER DISMISSING THE CHARGES.

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

35 (9) IF THE PARTY FOUND TO HAVE COMMITTED THE UNFAIR LABOR  
36 PRACTICE FAILS OR REFUSES TO COMPLY WITH THE LABOR RELATIONS  
37 ADMINISTRATOR'S DECISION IN WHOLE OR IN PART, THE CHARGING PARTY MAY

1 FILE AN ACTION TO ENFORCE THE ORDER WITH THE CIRCUIT COURT FOR THE  
2 COUNTY IN WHICH ANY OF THE INVOLVED EMPLOYEES WORK.

3 (U) (1) THIS SUBSECTION APPLIES TO THE EXPRESSION OF ANY PERSONAL  
4 VIEW, ARGUMENT, OR OPINION OR THE MAKING OF ANY PERSONAL STATEMENT  
5 WHICH:

6 (I) 1. PUBLICIZES THE FACT OF A REPRESENTATIONAL  
7 ELECTION AND ENCOURAGES EMPLOYEES TO EXERCISE THEIR RIGHT TO VOTE IN  
8 THE ELECTION;

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

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

13 (II) CONTAINS NO THREAT OF REPRISAL, FORCE, OR PROMISE OF  
14 BENEFIT; AND

15 (III) IS NOT MADE UNDER COERCIVE CONDITIONS.

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

19 (I) AN UNFAIR LABOR PRACTICE UNDER THE PROVISIONS OF THIS  
20 SECTION; OR

21 (II) GROUNDS FOR SETTING ASIDE ANY ELECTION CONDUCTED  
22 UNDER THIS SECTION.

23 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
24 October 1, 2002, and shall apply to all bargaining cycles that begin after the effective  
25 date of this Act.