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

Introduced and read first time: February 4, 2003

Assigned to: Appropriations

A BILL ENTITLED

1 AN ACT concerning

2 **Washington Suburban Sanitary Commission - Collective Bargaining and**
3 **Binding Arbitration**
4 **MC/PG 109-03**

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; requiring the Commission to request funds for all
31 economic provisions of the final agreement in the Commission's final budget;
32 requiring the parties to reopen negotiations if the county councils do not fund all
33 provisions of the final agreement; providing for the treatment of the final offer;
34 requiring the parties to share equally in paying the costs of arbitration; granting

1 the Commission, a certified employee organization, and certain employees of the
 2 Commission certain rights; repealing a provision which sets a maximum
 3 increase in compensation for certain employees in the Commission budget;
 4 prohibiting certain actions; establishing unfair labor practice procedures;
 5 defining certain terms; providing for the application of this Act; and generally
 6 relating to collective bargaining, binding arbitration, and labor relations
 7 matters involving the Washington Suburban Sanitary Commission.

8 BY adding to
 9 Article 29 - Washington Suburban Sanitary District
 10 Section 11.5-101 through 11.5-114 to be under the new title "Title 11.5.
 11 Collective Bargaining"
 12 Annotated Code of Maryland
 13 (1997 Replacement Volume and 2002 Supplement)

14 BY repealing
 15 Article 29 - Washington Suburban Sanitary District
 16 Section 1-204(g)
 17 Annotated Code of Maryland
 18 (1997 Replacement Volume and 2002 Supplement)

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

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

22 1-204.

23 [(g) (1) The maximum increase in employee compensation in a budget
 24 adopted under this section, for both salaries and wages, including both merit
 25 increases and cost-of-living adjustments, may not exceed the increases, if any,
 26 including both merit increases and cost-of-living adjustments, authorized for State
 27 employees for the same fiscal year.

28 (2) This subsection does not apply to an employee who:

29 (i) Is employed under a collective bargaining agreement; or

30 (ii) Receives a base salary or annualized wage of less than \$25,000
 31 per year.]

32 **TITLE 11.5. COLLECTIVE BARGAINING.**

33 11.5-101.

34 (A) IN THIS TITLE THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

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

5 (C) "PROBATIONARY EMPLOYEE" MEANS A COMMISSION MERIT SYSTEM
6 EMPLOYEE DURING THE EMPLOYEE'S INITIAL PROBATIONARY PERIOD AFTER
7 HIRING.

8 11.5-102.

9 (A) THE RIGHTS GRANTED TO COMMISSION MERIT SYSTEM EMPLOYEES
10 UNDER THIS SECTION DO NOT APPLY TO:

- 11 (1) ATTORNEYS IN THE GENERAL COUNSEL'S OFFICE;
- 12 (2) CONFIDENTIAL EMPLOYEES;
- 13 (3) PROBATIONARY EMPLOYEES;
- 14 (4) EMPLOYEES IN THE GENERAL MANAGER'S OFFICE;
- 15 (5) EMPLOYEES IN THE INTERNAL AUDIT/SECRETARY'S OFFICE; OR
- 16 (6) SUPERVISORS, AS DEFINED IN § 2(11) OF THE NATIONAL LABOR
17 RELATIONS ACT.

18 (B) (1) COMMISSION EMPLOYEES ARE DIVIDED INTO TWO BARGAINING
19 UNITS THAT CONSIST OF:

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

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

24 2. TECHNICAL CLASSIFICATION TITLES IN WHICH
25 EMPLOYEES HAVE A COMBINATION OF BASIC SCIENTIFIC OR TECHNICAL
26 KNOWLEDGE AND MANUAL SKILL THAT IS USUALLY ACQUIRED THROUGH
27 SPECIALIZED POSTSECONDARY SCHOOL EDUCATION OR THROUGH EQUIVALENT
28 ON-THE-JOB TRAINING;

29 3. PARAPROFESSIONAL CLASSIFICATION TITLES IN WHICH
30 EMPLOYEES PERFORM, IN A SUPPORTIVE ROLE, SOME OF THE DUTIES OF A
31 PROFESSIONAL OR A TECHNICIAN BUT THAT USUALLY REQUIRE LESS FORMAL
32 TRAINING OR EXPERIENCE THAN THOSE DUTIES PERFORMED BY THOSE WITH
33 PROFESSIONAL OR TECHNICAL STATUS; AND

34 4. ALL OTHER NONPROFESSIONAL JOB TITLES CURRENTLY
35 UNREPRESENTED BY ANY OTHER UNION; AND

1 (II) A PROFESSIONAL UNIT THAT INCLUDES PROFESSIONAL
2 CLASSIFICATION TITLES IN WHICH EMPLOYEES HAVE SPECIAL OR THEORETICAL
3 KNOWLEDGE THAT USUALLY IS ACQUIRED THROUGH COLLEGE TRAINING OR OTHER
4 TRAINING THAT PROVIDES COMPARABLE KNOWLEDGE OR WORK EXPERIENCE.

5 (2) IF A SINGLE EMPLOYEE ORGANIZATION IS CERTIFIED TO
6 REPRESENT MORE THAN ONE BARGAINING UNIT, THE COMMISSION SHALL
7 NEGOTIATE A SINGLE CONTRACT WITH THAT ORGANIZATION COVERING ALL
8 EMPLOYEES THE ORGANIZATION REPRESENTS.

9 11.5-103.

10 (A) THE COMMISSION SHALL RECOGNIZE THE RIGHT OF AN EMPLOYEE
11 ORGANIZATION, CERTIFIED UNDER THIS SECTION AS THE EXCLUSIVE
12 REPRESENTATIVE OF A BARGAINING UNIT, TO REPRESENT THE EMPLOYEES OF THE
13 BARGAINING UNIT IN COLLECTIVE BARGAINING AND IN THE SETTLEMENT OF
14 GRIEVANCES.

15 (B) AN EMPLOYEE ORGANIZATION CERTIFIED AS EXCLUSIVE
16 REPRESENTATIVE OF A BARGAINING UNIT SHALL:

17 (1) SERVE AS THE SOLE BARGAINING AGENT FOR THE UNIT IN
18 COLLECTIVE BARGAINING; AND

19 (2) REPRESENT ALL EMPLOYEES IN THE BARGAINING UNIT FAIRLY,
20 WITHOUT DISCRIMINATION, AND WITHOUT REGARD TO WHETHER AN EMPLOYEE IS
21 A MEMBER OF THE EMPLOYEE ORGANIZATION.

22 (C) AN EMPLOYEE ORGANIZATION MEETS THE REQUIREMENTS OF
23 SUBSECTION (B)(2) OF THIS SECTION AS LONG AS ITS ACTIONS WITH RESPECT TO
24 EMPLOYEES WHO ARE MEMBERS OF THE EMPLOYEE ORGANIZATION AND
25 EMPLOYEES WHO ARE NOT MEMBERS OF THE EMPLOYEE ORGANIZATION ARE NOT
26 ARBITRARY, DISCRIMINATORY, OR IN BAD FAITH.

27 11.5-104.

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

31 (B) AFTER THE TERM FOR THE LABOR RELATIONS ADMINISTRATOR
32 APPOINTED UNDER SUBSECTION (A) OF THIS SECTION EXPIRES, THE EXCLUSIVE
33 REPRESENTATIVE OR REPRESENTATIVES AND THE COMMISSION SHALL JOINTLY
34 APPOINT, FROM A LIST OF FIVE NOMINEES ON WHOM THEY HAVE AGREED, A LABOR
35 RELATIONS ADMINISTRATOR FOR A TERM OF 5 YEARS.

36 (C) AFTER THE TERM FOR THE LABOR RELATIONS ADMINISTRATOR
37 APPOINTED UNDER SUBSECTION (A) OF THIS SECTION EXPIRES AND AFTER A PUBLIC
38 HEARING ON THE APPOINTMENT, IF NO EXCLUSIVE REPRESENTATIVE HAS BEEN

1 CERTIFIED UNDER THIS SECTION, THE COMMISSION SHALL APPOINT THE NEXT
2 LABOR RELATIONS ADMINISTRATOR FOR A TERM NOT EXCEEDING 1 YEAR.

3 (D) A LABOR RELATIONS ADMINISTRATOR IS ELIGIBLE FOR REAPPOINTMENT.
4 11.5-105.

5 (A) AN EMPLOYEE ORGANIZATION THAT IS CERTIFIED OR THAT SEEKS
6 CERTIFICATION AS AN EXCLUSIVE REPRESENTATIVE UNDER THIS SECTION SHALL
7 SUBMIT TO THE LABOR RELATIONS ADMINISTRATOR:

8 (1) A COPY OF THE EMPLOYEE ORGANIZATION'S CONSTITUTION AND
9 BYLAWS; AND

10 (2) ANY SUBSEQUENT CHANGE IN THE EMPLOYEE ORGANIZATIONS
11 CONSTITUTION OR BYLAWS.

12 (B) THE CONSTITUTION OR BYLAWS SHALL INCLUDE:

13 (1) A PLEDGE THAT THE EMPLOYEE ORGANIZATION ACCEPT MEMBERS
14 WITHOUT REGARD TO AGE, MARITAL STATUS, NATIONAL ORIGIN, RACE, RELIGION,
15 DISABILITY, SEXUAL ORIENTATION, OR GENDER;

16 (2) THE RIGHT OF MEMBERS TO PARTICIPATE IN THE AFFAIRS OF THE
17 EMPLOYEE ORGANIZATION;

18 (3) PROCEDURES FOR PERIODIC ELECTIONS FOR OFFICERS BY SECRET
19 BALLOT;

20 (4) FAIR PROCEDURES GOVERNING DISCIPLINARY ACTIONS;

21 (5) PROCEDURES FOR THE ACCURATE ACCOUNTING OF ALL INCOME
22 AND EXPENDITURES;

23 (6) A REQUIREMENT THAT AN INDEPENDENT ANNUAL FINANCIAL
24 REPORT BE PRODUCED; AND

25 (7) THE RIGHT OF MEMBERS TO INSPECT THE ORGANIZATION'S
26 ACCOUNTS.

27 11.5-106.

28 (A) (1) THE LABOR RELATIONS ADMINISTRATOR SHALL CONDUCT AN
29 ELECTION FOR AN EXCLUSIVE REPRESENTATIVE AFTER:

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

1 (II) AN EMPLOYEE OR AN EMPLOYEE ORGANIZATION
2 DEMONSTRATES, BY PETITION, THAT AT LEAST 30% OF THE ELIGIBLE EMPLOYEES IN
3 A BARGAINING UNIT NO LONGER SUPPORT THE CURRENT EXCLUSIVE
4 REPRESENTATIVE.

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

10 (II) THE PROVISION OF A LIST UNDER THIS PARAGRAPH BY THE
11 COMMISSION, THE LABOR RELATIONS ADMINISTRATOR, OR ANY COMMISSION
12 OFFICIAL, EMPLOYEE, OR OTHER AGENT DOES NOT CONSTITUTE A VIOLATION OF §
13 10-617(E) OF THE STATE GOVERNMENT ARTICLE OR ANY STATE OR LOCAL LAW,
14 REGULATION, OR ORDINANCE.

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

16 (4) THE BALLOT SHALL CONTAIN:

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

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

22 (III) AN OPTION FOR NO REPRESENTATION.

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

26 (II) IN THE RUNOFF ELECTION, THE BALLOT SHALL CONTAIN THE
27 TWO CHOICES THAT RECEIVED THE HIGHEST NUMBER OF VOTES IN THE INITIAL
28 ELECTION.

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

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

34 (B) (1) ELECTIONS MAY NOT BE CONDUCTED:

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

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

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

6 11.5-107.

7 (A) IF THE COMMISSION AND AN EMPLOYEE ORGANIZATION DISPUTE THE
8 ELIGIBILITY OF AN EMPLOYEE IN A BARGAINING UNIT, THE DISPUTE SHALL BE
9 SUBMITTED TO THE LABOR RELATIONS ADMINISTRATOR.

10 (B) THE LABOR RELATIONS ADMINISTRATOR SHALL HOLD ONE OR MORE
11 EVIDENTIARY HEARINGS AT WHICH THE COMMISSION AND INTERESTED EMPLOYEE
12 ORGANIZATIONS SHALL HAVE THE OPPORTUNITY TO PRESENT TESTIMONY,
13 DOCUMENTARY AND OTHER EVIDENCE, AND ARGUMENTS.

14 (C) THE DECISION OF THE LABOR RELATIONS ADMINISTRATOR IS FINAL.

15 (D) THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL SHARE
16 EQUALLY THE COSTS OF THE HEARINGS.

17 11.5-108.

18 (A) (1) THE COMMISSION AND AN EMPLOYEE ORGANIZATION CERTIFIED AS
19 EXCLUSIVE REPRESENTATIVE SHALL MEET AND ENGAGE IN COLLECTIVE
20 BARGAINING IN GOOD FAITH WITH REGARD TO THE FOLLOWING SUBJECTS OF
21 BARGAINING:

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

25 (II) PENSION AND OTHER RETIREMENT BENEFITS FOR ACTIVE
26 EMPLOYEES;

27 (III) EMPLOYEE BENEFITS SUCH AS INSURANCE, LEAVE, HOLIDAYS,
28 AND VACATIONS;

29 (IV) HOURS AND WORKING CONDITIONS;

30 (V) PROVISIONS FOR THE ORDERLY PROCESSING AND
31 SETTLEMENT OF GRIEVANCES CONCERNING THE INTERPRETATION AND
32 IMPLEMENTATION OF A COLLECTIVE BARGAINING AGREEMENT THAT MAY INCLUDE:

33 1. BINDING THIRD PARTY ARBITRATION; AND

34 2. PROVISIONS FOR THE EXCLUSIVITY OF FORUM;

1 (VI) MATTERS AFFECTING THE HEALTH AND SAFETY OF
2 EMPLOYEES; AND

3 (VII) THE EFFECT ON EMPLOYEES OF THE EXERCISE OF THE
4 COMMISSION'S RIGHTS AND RESPONSIBILITIES UNDER § 11.5-110 OF THIS TITLE.

5 (2) THIS SUBSECTION DOES NOT REQUIRE THE COMMISSION OR THE
6 EMPLOYEE ORGANIZATION TO AGREE TO ANY PROPOSAL OR TO MAKE ANY
7 CONCESSION.

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

12 2. COLLECTIVE BARGAINING SHALL FINISH ON OR BEFORE
13 THE FOLLOWING FEBRUARY 1.

14 (II) DURING THE PERIOD SET IN SUBPARAGRAPH (I)1 OF THIS
15 PARAGRAPH, THE PARTIES SHALL NEGOTIATE IN GOOD FAITH.

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

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

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

22 (B) (1) IF A PARTY CONSIDERS A BARGAINING PROPOSAL TO CONTRAVENE
23 THE RIGHTS AND RESPONSIBILITIES OF THE COMMISSION UNDER § 11.5-111(C) OF
24 THIS TITLE OR OTHERWISE TO VIOLATE THIS SECTION, THE PARTY SHALL PETITION
25 THE LABOR RELATIONS ADMINISTRATOR TO DETERMINE WHETHER THE
26 BARGAINING PROPOSAL CONSTITUTES A NEGOTIABILITY DISPUTE THAT
27 CONTRAVENES THIS SECTION.

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

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

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

1 (C) (1) (I) IF THE PARTIES HAVE NOT REACHED AN AGREEMENT ON OR
2 BEFORE DECEMBER 1 ON A COLLECTIVE BARGAINING AGREEMENT THAT WOULD
3 BECOME EFFECTIVE THE FOLLOWING JULY 1, THE PARTIES SHALL JOINTLY APPOINT
4 A MEDIATOR-ARBITRATOR.

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

8 (III) NOTWITHSTANDING APPOINTMENT OF THE
9 MEDIATOR-ARBITRATOR, NOTHING IN THIS SUBSECTION SHALL REQUIRE
10 COMMENCEMENT OF MEDIATION-ARBITRATION BEFORE THE DATE STATED IN
11 PARAGRAPH (3) OF THIS SUBSECTION.

12 (2) DURING THE COURSE OF THE COLLECTIVE BARGAINING EITHER
13 PARTY MAY DECLARE AN IMPASSE AND REQUEST THE SERVICES OF THE
14 MEDIATOR-ARBITRATOR, OR THE PARTIES MAY JOINTLY REQUEST THE SERVICES OF
15 A MEDIATOR-ARBITRATOR BEFORE AN IMPASSE IS DECLARED.

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

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

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

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

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

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

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

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

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

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

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

11 4. THE PUBLIC INTEREST AND WELFARE;

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

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

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

20 (III) IN DETERMINING THE MOST REASONABLE OFFER, THE
21 MEDIATOR-ARBITRATOR SHALL CONSIDER TO BE INTEGRATED WITH EACH OFFER
22 ALL ITEMS ON WHICH THE PARTIES AGREED BEFORE THE MEDIATION-ARBITRATION
23 BEGAN.

24 (IV) THE MEDIATOR-ARBITRATOR MAY NOT RECEIVE OR CONSIDER
25 THE HISTORY OF COLLECTIVE BARGAINING RELATING TO THE IMMEDIATE DISPUTE,
26 INCLUDING ANY OFFERS OF SETTLEMENT NOT CONTAINED IN THE OFFER
27 SUBMITTED TO THE MEDIATOR-ARBITRATOR.

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

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

35 2. THE COMMISSION SHALL REQUEST FUNDS IN THE
36 COMMISSION'S FINAL BUDGET FROM THE COUNTY COUNCILS FOR ALL ECONOMIC
37 PROVISIONS OF THE FINAL AGREEMENT.

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

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

6 (D) (1) THE COMMISSION AND AN EMPLOYEE ORGANIZATION CERTIFIED AS
7 EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT SHALL EXECUTE A
8 COLLECTIVE BARGAINING AGREEMENT INCORPORATING ALL MATTERS OF
9 AGREEMENT ON WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF
10 EMPLOYMENT.

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

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

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

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

20 (6) A COLLECTIVE BARGAINING AGREEMENT TAKES EFFECT ON THE
21 APPROVAL BY THE COMMISSION AND THE MEMBERSHIP OF THE UNION
22 REPRESENTING THE BARGAINING UNIT.

23 11.5-109.

24 (A) (1) THE COMMISSION SHALL INCLUDE IN ITS ANNUAL PROPOSED
25 OPERATING BUDGET, WHICH IT SUBMITS TO THE COUNTY EXECUTIVES OF
26 MONTGOMERY COUNTY AND PRINCE GEORGE'S COUNTY, PROVISIONS FOR THE
27 FUNDING OF ALL TERMS INCLUDED IN ALL COLLECTIVE BARGAINING AGREEMENTS.

28 (2) UNLESS THE MONTGOMERY COUNTY AND PRINCE GEORGE'S
29 COUNTY COUNCILS APPROVE THE COMMISSION'S BUDGET SO AS TO APPROVE THE
30 TERMS OF THE COLLECTIVE BARGAINING AGREEMENT, THE COMMISSION AND THE
31 EMPLOYEE ORGANIZATION, WITHIN 5 DAYS AFTER THE JOINT COUNTY COUNCIL
32 MEETING, SHALL REOPEN THE NEGOTIATED AGREEMENT AND BARGAIN WITH
33 RESPECT TO THE PROVISIONS OF THE AGREEMENT NOT APPROVED BY THE COUNTY
34 COUNCILS.

35 (B) IF A PROVISION IN A COLLECTIVE BARGAINING AGREEMENT IS RULED
36 INVALID OR IS NOT FUNDED BY MONTGOMERY COUNTY OR PRINCE GEORGE'S
37 COUNTY, THE REMAINDER OF THE AGREEMENT REMAINS IN EFFECT UNLESS
38 REOPENED UNDER SUBSECTION (A)(2) OF THIS SECTION.

1 11.5-110.

2 (A) THIS TITLE AND ANY AGREEMENT MADE UNDER IT MAY NOT IMPAIR THE
3 RIGHT AND RESPONSIBILITY OF THE COMMISSION TO:

4 (1) DETERMINE THE OVERALL BUDGET AND MISSION OF THE
5 COMMISSION;

6 (2) MAINTAIN AND IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF
7 OPERATIONS;

8 (3) DETERMINE THE SERVICES TO BE RENDERED AND THE OPERATIONS
9 TO BE PERFORMED;

10 (4) DETERMINE THE LOCATION OF FACILITIES AND THE OVERALL
11 ORGANIZATIONAL STRUCTURE, METHODS, PROCESSES, MEANS, JOB
12 CLASSIFICATIONS, AND PERSONNEL BY WHICH OPERATIONS ARE TO BE
13 CONDUCTED;

14 (5) DIRECT AND SUPERVISE EMPLOYEES;

15 (6) HIRE, SELECT, AND ESTABLISH THE STANDARDS GOVERNING
16 PROMOTION OF EMPLOYEES, AND CLASSIFY POSITIONS;

17 (7) RELIEVE EMPLOYEES FROM DUTIES BECAUSE OF LACK OF WORK OR
18 FUNDS OR WHEN THE COMMISSION DETERMINES CONTINUED WORK WOULD BE
19 INEFFICIENT OR NONPRODUCTIVE;

20 (8) TAKE ACTIONS TO CARRY OUT THE MISSIONS OF GOVERNMENT IN
21 SITUATIONS OF EMERGENCY;

22 (9) TRANSFER AND SCHEDULE EMPLOYEES;

23 (10) DETERMINE THE SIZE, GRADES, AND COMPOSITION OF THE
24 WORKFORCE;

25 (11) SET THE STANDARDS OF PRODUCTIVITY AND TECHNOLOGY;

26 (12) ESTABLISH EMPLOYEE PERFORMANCE STANDARDS AND EVALUATE
27 AND ASSIGN EMPLOYEES, EXCEPT THAT EVALUATION AND ASSIGNMENT
28 PROCEDURES MAY BE A SUBJECT FOR COLLECTIVE BARGAINING;

29 (13) MAKE AND IMPLEMENT SYSTEMS FOR AWARDING OUTSTANDING
30 SERVICE INCREMENTS, EXTRAORDINARY PERFORMANCE AWARDS, AND OTHER
31 MERIT AWARDS;

32 (14) INTRODUCE NEW OR IMPROVED TECHNOLOGY, RESEARCH,
33 DEVELOPMENT, AND SERVICES;

1 (15) CONTROL AND REGULATE THE USE OF MACHINERY, EQUIPMENT,
2 AND OTHER PROPERTY AND FACILITIES OF THE COMMISSION, SUBJECT TO THE
3 PROVISIONS OF SUBSECTION (J)(1)(VI) OF THIS SECTION;

4 (16) MAINTAIN INTERNAL SECURITY STANDARDS;

5 (17) SUBJECT TO PARAGRAPH (4) OF THIS SUBSECTION, CREATE, ALTER,
6 COMBINE, CONTRACT OUT, OR ABOLISH ANY JOB CLASSIFICATION, DEPARTMENT,
7 OPERATION, UNIT, OR OTHER DIVISION OR SERVICE;

8 (18) SUSPEND, DISCHARGE, OR OTHERWISE DISCIPLINE EMPLOYEES FOR
9 CAUSE, SUBJECT TO THE GRIEVANCE PROCEDURE STATED IN THE COLLECTIVE
10 BARGAINING AGREEMENT; AND

11 (19) ISSUE AND ENFORCE RULES, POLICIES, AND REGULATIONS
12 NECESSARY TO CARRY OUT THE PROVISIONS OF THIS SUBSECTION AND ALL OTHER
13 MANAGERIAL FUNCTIONS THAT ARE NOT INCONSISTENT WITH THIS ARTICLE,
14 FEDERAL OR STATE LAW, OR THE TERMS OF A COLLECTIVE BARGAINING
15 AGREEMENT.

16 (B) THE COMMISSION MAY NOT:

17 (1) INTERFERE WITH, COERCE, OR RESTRAIN AN EMPLOYEE IN THE
18 EXERCISE OF RIGHTS UNDER THIS SECTION;

19 (2) DOMINATE, INTERFERE WITH, OR ASSIST IN THE FORMATION,
20 ADMINISTRATION, OR EXISTENCE OF ANY EMPLOYEE ORGANIZATION OR
21 CONTRIBUTE FINANCIAL ASSISTANCE OR OTHER SUPPORT TO AN EMPLOYEE
22 ORGANIZATION;

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

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

29 (5) REFUSE TO BARGAIN IN GOOD FAITH WITH AN EMPLOYEE
30 ORGANIZATION THAT IS CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE OF A
31 BARGAINING UNIT OVER ANY SUBJECT OF BARGAINING OR REFUSE TO PARTICIPATE
32 IN GOOD FAITH IN BINDING ARBITRATION OR GRIEVANCE PROCEDURE UNDER THIS
33 SECTION.

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

1 (D) SUBSECTION (B)(2) OF THIS SECTION DOES NOT PROHIBIT THE
2 COMMISSION FROM ALLOWING EMPLOYEES TO NEGOTIATE OR TO CONFER WITH
3 THE COMMISSION OVER LABOR MATTERS DURING WORK HOURS WITHOUT THE LOSS
4 OF PAY OR TIME.

5 11.5-111.

6 (A) AN EMPLOYEE ORGANIZATION MAY NOT:

7 (1) INTERFERE WITH, RESTRAIN, OR COERCE ANY EMPLOYEE IN THE
8 EXERCISE BY THE EMPLOYEE OF ANY RIGHT UNDER THIS SECTION;

9 (2) CAUSE OR ATTEMPT TO CAUSE THE COMMISSION TO DISCRIMINATE
10 AGAINST ANY EMPLOYEE IN THE EXERCISE BY THE EMPLOYEE OF ANY RIGHT
11 UNDER THIS SECTION;

12 (3) COERCE, DISCIPLINE, FINE, OR ATTEMPT TO COERCE A MEMBER OF
13 AN EMPLOYEE ORGANIZATION AS PUNISHMENT OR REPRISAL;

14 (4) COERCE, DISCIPLINE, FINE, OR ATTEMPT TO COERCE A MEMBER OF
15 AN EMPLOYEE ORGANIZATION FOR THE PURPOSE OF IMPEDING THE MEMBER'S
16 WORK PERFORMANCE;

17 (5) REFUSE TO NEGOTIATE IN GOOD FAITH WITH THE COMMISSION AS
18 REQUIRED BY THIS SECTION; OR

19 (6) FAIL OR REFUSE TO COOPERATE IN IMPASSE PROCEDURES AND
20 IMPASSE DECISIONS AS REQUIRED BY THIS SECTION.

21 (B) ONLY AN ELIGIBLE EMPLOYEE MAY FILE AN UNFAIR LABOR CHARGE
22 AGAINST AN EMPLOYEE ORGANIZATION FOR A VIOLATION OF SUBSECTION (A)(3) OR
23 (4) OF THIS SECTION.

24 (C) (1) EMPLOYEES OF THE COMMISSION SHALL RETAIN THE RIGHT TO:

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

26 (II) BARGAIN COLLECTIVELY THROUGH THE REPRESENTATIVE
27 THAT THEY HAVE CHOSEN;

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

30 (IV) REFRAIN FROM ANY ACTIVITY COVERED UNDER THIS
31 PARAGRAPH.

32 (2) AN EMPLOYEE MAY ONLY PRESENT A GRIEVANCE ARISING UNDER A
33 COLLECTIVE BARGAINING AGREEMENT TO THE COMMISSION THROUGH THE
34 EMPLOYEE ORGANIZATION CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE FOR
35 THE BARGAINING UNIT.

1 11.5-112.

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

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

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

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

15 (E) (1) IF AN EMPLOYEE ENGAGES IN, INDUCES, INITIATES, OR RATIFIES A
16 STRIKE, THE COMMISSION MAY TAKE APPROPRIATE DISCIPLINARY ACTION AGAINST
17 THE EMPLOYEE, INCLUDING SUSPENSION OR DISCHARGE.

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

22 (F) (1) IF AN EMPLOYEE ORGANIZATION CERTIFIED AS AN EXCLUSIVE
23 REPRESENTATIVE IS FOUND AFTER A HEARING BY THE LABOR RELATIONS
24 ADMINISTRATOR TO HAVE ASSISTED, AUTHORIZED, OR INITIATED A STRIKE
25 INVOLVING THE REFUSAL OF COMMISSION EMPLOYEES TO REPORT FOR WORK, THE
26 LABOR RELATIONS ADMINISTRATOR SHALL REVOKE THE CERTIFICATION OF THE
27 EMPLOYEE ORGANIZATION.

28 (2) AN EMPLOYEE ORGANIZATION DECERTIFIED UNDER PARAGRAPH (1)
29 OF THIS SUBSECTION MAY NOT BE RECERTIFIED FOR 2 YEARS AFTER THE END OF
30 THE STRIKE.

31 (3) 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 ANY OTHER TYPE
34 OF STRIKE, THE LABOR RELATIONS ADMINISTRATOR MAY REVOKE THE
35 CERTIFICATION OF THE EMPLOYEE ORGANIZATION FOR UP TO 1 YEAR AFTER THE
36 END OF THE STRIKE.

37 11.5-113.

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

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

11 (D) THE LABOR RELATIONS ADMINISTRATOR SHALL:

12 (1) CONDUCT THE HEARING;

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

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

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

22 (E) 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 SUBSECTION (D)(4) OF THIS SECTION.

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

29 (G) 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 (H) THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL SHARE
34 EQUALLY THE COST OF ANY UNFAIR LABOR PRACTICE PROCEEDING.

35 (I) 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 11.5-114.

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

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

9 (II) CORRECTS THE RECORD WITH RESPECT TO ANY FALSE OR
10 MISLEADING STATEMENT MADE BY ANY PERSON; OR

11 (III) INFORMS EMPLOYEES OF THE COMMISSION'S POLICY
12 RELATING TO LABOR-MANAGEMENT RELATIONS AND REPRESENTATION;

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

15 (3) IS NOT MADE UNDER COERCIVE CONDITIONS.

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

19 (1) AN UNFAIR LABOR PRACTICE UNDER THE PROVISIONS OF THIS
20 TITLE; OR

21 (2) GROUNDS FOR SETTING ASIDE ANY ELECTION CONDUCTED UNDER
22 THIS TITLE.

23 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
24 October 1, 2003, and shall apply to all bargaining cycles that begin after the effective
25 date of this Act.