

APPENDIX B
CHAPTER 70, ARTICLE II
Division of Emergency Medical Services

1. Legislative findings and purpose.

- (a) *Title of section.* This Section shall herein be referred to as the Labor Code appendix for the Cecil County Division of Emergency Medical Services.
- (b) *Legislative Findings.* It is the public policy of the County Council and County Executive of Cecil County and the purpose of this Section to promote a fair, harmonious, peaceful and cooperative relationship between the management of Cecil County and those employees of the Cecil County Division of Emergency Medical Services who are covered by this Section and to protect the public by assuring the responsive, orderly, efficient and continuous operation of the Cecil County Division of Emergency Medical Services.
- (c) *Purpose.* Pursuant to the authority set forth in the Annotated Code of Maryland, Cecil County enacts this Section for the following purposes:
- (1) To authorize the representative of certain full-time, regular, nonexempt, uniformed employees on the Public Safety pay scale within the Cecil County Division of Emergency Medical Services at the rank of captain or below and the County Executive to bargain collectively on certain issues;
 - (2) To authorize the County Council and County Executive to recognize or withdraw recognition of a certain representative under certain circumstances set forth in this Section;
 - (3) To provide for the subject of, the time frame of, the rules of conduct for, and the process and remedies for violations of the Memorandum of Understanding;
 - (4) To require a certain Memorandum of Understanding between the County Executive and a certain representative;
 - (5) To authorize the County Executive to also have a certain representative;
 - (6) To define certain terms; and
 - (7) To generally set forth methods and procedures relating to collective bargaining of emergency medical services employees in Cecil County.

2. Definitions.

For purposes of this Section, the following words and phrases shall have the meanings respectively ascribed to them by this Section.

- (a) *All other employees.* All employees who are or may be employed by the Cecil County Division of Emergency Medical Services who are not on the Public Safety pay scale, and all other Cecil County employees, and all volunteers.
- (b) *Bargaining Unit.* All full-time, regular, nonexempt, uniformed employees on the Public Safety pay scale within the Cecil County Division of Emergency Medical Services at the rank of captain or below, excluding managerial employees and all other employees.
- (c) *County Council.* The body composed of five (5) Council Members as set forth in Article 2, §201 Of the Cecil County Charter.
- (D) *County Executive.* The individual holding office of the County Executive under Cecil County Charter Section 401 et. seq.
- (e) *Collective bargaining.* To meet in good faith at reasonable times to attempt to negotiate an agreement concerning subjects of bargaining authorized by law. Provided that the term “collective bargaining” does not include a meeting in which only representatives of the County Executive are in attendance or a meeting in which only representatives of the Exclusive Representative are in attendance.
- (f) *County Personnel Board.* The County Personnel Board as defined in the Cecil County Personnel Policies and Procedures.
- (g) *Employee.* Any person satisfying the definition of Bargaining Unit that is set forth in Section 2(i). This definition shall not include employees serving the initial period of probation upon being hired per County policy.
- (h) *Employee Organization.* A lawful organization of Employees that, as one of its primary purposes, represents employees in collective bargaining with the Employer. Provided that the term “Employee Organization” shall not be defined to include any organization that discriminates on the basis of race, color, sex, creed, religion, or national origin, with regard to the acquisition or retention of membership or in accepting or advancing members in any training, apprenticeship or employment program.

- (i) *Employer.* Cecil County, Maryland, a body corporate and politic, acting by and through the County Executive concerning subjects of collective bargaining authorized by law, and by and through the County Council concerning budget appropriations.
- (j) *Exclusive Representative.* The Employee Organization that has been certified through an election by eligible employees or otherwise recognized by the Employer to represent and negotiate for those employees with the County Executive on Terms and Conditions of Employment.
- (k) *Grievance.* A grievance is (1) a dispute concerning the application or interpretation of the terms of a Memorandum of Understanding between an Exclusive Representative and the Employer and/or (2) a claimed violation, misinterpretation or misapplication of the Cecil County Personnel Policies and Procedures or rules and regulations of the Employer affecting the Terms and Conditions of Employment. Grievances may be filed by an individual employee or by the Exclusive Representative.
- (l) *Lockout.* Action taken by the Employer to interrupt or prevent the continuity of the Employees' usual work for the purpose and with the intent of coercing the Employees into relinquishing rights guaranteed by this Section or bringing economic pressure on Employees for the purpose of securing the agreement of the Exclusive Representative to certain Memorandum of Understanding terms.
- (m) *Managerial Employee.* Any individual who has the authority in the interest of the Employer to hire, transfer, suspend, layoff, recall, promote, or discharge, assign, reward, or discipline other employees; who has the responsibility to direct them or remedy their complaints, or effectively to recommend such action; if, in connection with the foregoing, the exercise of such authority is not of a routine or clerical nature but requires the use of independent judgment.
- (n) *Memorandum of Understanding.* The agreement made between the Employer and an Exclusive Representative on the Terms and Conditions of Employment, provided that such agreement is ratified by the members of the Bargaining Unit and approved and adopted by the County Executive.
- (o) *Strike.* The failure to report for duty, the willful absence from positions, the stoppage or slowdown of work, sickouts, or the abstinence in whole or in part from the full, faithful, timely and proper performance of the duties of employment for the purpose of inducing, influencing, coercing, or enforcing demands for, or preventing a change in the composition, rights, privileges, obligations or other Terms and Conditions of Employment, whether by concerted or individual action.

(p) *Terms and Conditions of Employment.* All wages, benefits and other matters relating to the employment of Employees in the Bargaining Unit, excluding those subjects and rights set forth in Section 4(a).

3. Employee rights.

- (a) Employees shall have the right of self-organization; to select, form, join, support, or participate in an Employee Organization or its lawful activities; and to bargain collectively concerning the Terms and Conditions of Employment that are not included in Section 4 herein through an Employee Organization certified as the employee's Exclusive Representative. Employees shall also have the right to refrain from any or all such activities.
- (b) Employees shall be free from retaliation for the exercise of any rights set forth herein, or for participating in any proceeding established pursuant to this Section.
- (c) Nothing in this Section shall prohibit an Employee from presenting, discussing or resolving any grievance directly with the Employer and without the intervention of the Exclusive Representative, provided that any adjustment of the grievance made between an Employee and the Employer without participation of the Exclusive Representative shall not be inconsistent with the terms of any applicable Memorandum of Understanding and shall not be considered precedent on the Employer or the Exclusive Representative.

4. Employer Rights.

- (a) The Employer shall have the following rights:
 - (1) To determine the budget of Cecil County and the Cecil County Division of Emergency Medical Services, including all financial obligations and expenditures, and to exercise its taxing authority;
 - (2) To determine the ways and means to allocate funds to its various departments and projects;
 - (3) To determine the mission of the Division of Emergency Medical Services and to establish methods, procedures, and standards for fulfilling its mission;
 - (4) To determine the organization of the Division of Emergency Medical Services and all the other divisions of the Cecil County Department of Emergency Services, including, but not limited to, the right to assign, create, or abolish

positions; to determine the numbers, types, classes, grades, and ranks of personnel, including, but not limited to the right to layoff and furlough;

- (5) To establish, consolidate, merge into another jurisdiction, privatize, subcontract, suspend, relocate, discontinue, or determine services, tours of duty, operations, facilities, equipment, stations, and technology;
- (6) To determine the way personnel will be used to effectuate the mission to ensure the public safety, including determining schedules, assignments, work shifts and the composition of work shifts, including but not limited to, the use of full and part-time personnel;
- (7) To determine, adopt reasonable rules, regulations and policies pertaining to the purpose, operation, techniques, efficiency and management of the Division of Emergency Medical Services' that are not inconsistent with the terms of then current Memorandum of Understanding with consultation and input from the certified Exclusive Representative;
- (8) To suspend, demote, terminate the employment of, or take disciplinary action against Employees with just cause; and
- (9) To discharge Employees it reasonably believes to be involved in a strike.

(b) The Employer and Exclusive Representative shall not enter into or become bound by any Memorandum of Understanding, amendment thereto, or other agreement pursuant to this Section that contains terms that infringe upon or limit the rights set forth in this Section.

5. Representation.

- (a) *Certification of representative.* No Memorandum of Understanding shall be valid or enforceable unless it is between the Employer and an Employee Organization that is certified as the Exclusive Representative for Employees in the Bargaining Unit.
- (b) *Majority of employees.* Certification of an Employee Organization shall only occur if the Employee Organization has been selected or designated by a majority of Employees in the Bargaining Unit.
- (c) *Procedure.*

- (1) *Petition for Certification.* An Employee Organization seeking Exclusive Representative status for employees in the Bargaining Unit shall submit a petition to the County Executive accompanied by evidence that at least fifty percent (50%) of Employees in the Bargaining Unit have designated the Employee Organization as their Exclusive Representative for purposes of collective bargaining.
 - (2) *Voluntary Recognition.* If the County Executive does not challenge the validity of the petition within twenty (20) calendar days following the receipt of the petition, the Employee Organization shall be deemed certified as the Exclusive Representative of the employees in the Bargaining Unit.
 - (3) *Certification Election.* If the County Executive challenges the validity of the petition, the County Executive shall appoint a qualified neutral third party to conduct an election and to certify whether the Employee Organization has been selected as the Exclusive Representative by a majority of the votes cast in the election. The costs associated with the appointment of a neutral third party shall be shared between the parties.
 - (4) *Decertification.* An Employee Organization shall be deemed decertified if a petition is submitted to the County Executive that is signed by more than fifty percent (50%) of Employees in the Bargaining Unit indicating the desire of the Employees in the Bargaining Unit to decertify the Employee Organization as the Exclusive Representative of the Bargaining Unit.
 - (5) No election under this section may be conducted more frequently than once every twenty-four (24) months.
6. Collective bargaining.
- a. *Timeline.*
 - (1) Upon certification of an Employee Organization as Exclusive Representative, the Employer and the Employee Organization shall have the duty, through officials or their designated representatives, to meet at reasonable times to negotiate collectively and in good faith with respect to the Terms and Conditions of Employment and to reduce to writing all the matters agreed upon as a result of such negotiations.
 - (2) Regardless of the date upon which certification is issued to the Employee Organization, negotiations shall be held only between November 1 and March 1. The term of any Memorandum of Understanding reached as a result of such negotiations shall commence July 1 following such negotiations. Any such

Memorandum of Understanding shall be presented to the County Council for its approval by April 15th.

- (3) A Memorandum of Understanding is not effective until it is ratified by the majority of votes cast by the Employees in the Bargaining Unit and approved by the County Executive, provided, however, that the binding effect of a Memorandum of Understanding is subject to an annual exercise of budget authority by the County Council. The County Executive and Employee Organization representatives shall sign the Memorandum of Understanding once it is approved.

b. *Employer/Employee Organization representative.*

- (1) The County Executive shall appoint the Employer's representative or representatives for the purpose of conducting any bargaining with a certified Employee Organization.
- (2) The Exclusive Representative shall appoint a representative or representatives for the purpose of conducting any bargaining with the Employer.

7. Impasse in collective bargaining.

If after a reasonable period of negotiation over the terms of a Memorandum of Understanding, the County Executive and the Employee Organization are unable to reach an agreement before April 1 of the year in which a Memorandum of Understanding is to take effect, it shall be deemed that an impasse has been reached, at which time the County Executive shall have the discretion to set the Terms and Conditions of Employment.

8. Unfair Labor Practices.

- a. *Employer Unfair Labor Practices.* It shall be an unfair labor practice for the Employer by and through its officers, agents and representatives to engage in the following conduct:

- (1) Interfere with, restrain or coerce Employees in the exercise of their rights guaranteed under this Section;
- (2) Discriminate in regard to hire or tenure of employment or any Term or Condition of Employment to encourage or discourage membership in any Employee Organization;

- (3) Directly or indirectly cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any lockout;
 - (4) Fail or refuse to negotiate in good faith with a certified Employee Organization;
 - (5) Retaliate against an Employee because of the Employee's exercise of rights guaranteed under this Section; or
 - (6) Control or dominate an Employee Organization or contribute financial or other support to it.
- b. *Employee Organization unfair labor practices.* It shall be an unfair labor practice for an Employee Organization by and through its officers, agents and representatives to engage in the following conduct:
- (1) Interfere with, restrain or coerce Employees in the exercise of their rights guaranteed under this Section;
 - (2) Induce the Employer or its representatives to commit any unfair labor practice;
 - (3) Directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike;
 - (4) Fail or refuse to negotiate in good faith with the Employer;
 - (5) Retaliate against an employee because of that Employee's exercise of rights guaranteed under this Section; or
 - (6) Fail or refuse to abide by all applicable Federal and State laws and Cecil County ordinances.
- c. *Procedure.*
- (1) In the event that a claim is made that an unfair labor practice has been committed by either the Employer or the Employee Organization, the complaining party shall serve the other party with a verified complaint setting forth a detailed statement of the alleged unfair labor practice no later than thirty (30) calendar days after the date of the alleged unfair labor practice. The party complained of shall have the right to serve an answer to the complaint with five (5) calendar days after service thereof. The complaint and answer shall be served by registered mail, return receipt requested.

- (2) The parties shall submit the dispute to a neutral third party (“neutral”) for resolution. The neutral shall be selected as follows: (a) ten (10) calendar days after service of the complaint, the County Executive and the Employee Organization shall each designate a representative; (b) the two representatives shall select the neutral within three (3) business days after their selection. If the two representatives are unable to agree to a neutral, they shall make their selection from a panel provided by the Federal Mediation and Conciliation Service. The County Executive and the Exclusive Representative shall confer within five (5) days of receipt of the panel. They shall alternately strike names from the list until one person remains, and that person shall serve as the neutral. The party initiating the complaint shall make the first strike. The costs associated with the neutral shall be shared equally by the Employer and the Exclusive Representative.
- (3) The neutral shall have the following authority with respect to the investigation and adjudication of unfair labor practice charges and determination of remedies for unfair labor practices in accordance with the procedures and intent of this Section:
- (i) After reviewing the complaint and any answer thereto, the neutral may issue an order dismissing the complaint, order an investigation, or schedule an evidentiary hearing at a designated time and place. Any such hearing shall be conducted without regard for the strict rules of evidence and a transcript of testimony shall be taken.
 - (ii) If the neutral determines that an unfair labor practice has been committed, the neutral shall state his/her findings in writing and shall issue a cause to be served upon the party committing the unfair labor practice an order requiring the party to cease and desist from such practice within a specified period and shall take such further affirmative action as will comply with the provisions of this Section. If the neutral determines that a prohibited practice has not been or is not being committed, he/she shall state a finding of fact in writing and shall issue an order dismissing the complaint.
 - (iii) The neutral may appoint a representative or representatives to perform investigative, administrative, ministerial, procedural or other tasks associated with the duties assigned pursuant to this Section.

(iv) In addition to those duties specifically enumerated herein, the neutral shall also have the authority to perform other duties as may be deemed necessary to effectuate the purposes and intent of this Section.

(4) Any party aggrieved by a decision of a neutral may file an appeal to the County Council within thirty (30) days of the issuance of the neutral's decision. The decision of the County Council shall be final, subject only to judicial review. In the event of a tie vote, then the decision of the neutral shall be upheld.

(5) Nothing in this Section shall prohibit the neutral from personally conducting mediation to resolve unfair labor practice issues.

(6) Nothing in this Section shall prohibit or impede the Employer or the Exclusive Representative from using all available lawful means to end a strike or lockout, including the initiation of legal proceedings to enjoin the strike or lockout.

9. No Strike/No Lockout.

- a. *Purpose.* The services performed by Employees are essential to the public safety. Accordingly, strikes and lockouts are prohibited.
- b. *No lockouts.* The Employer shall not, either directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any lockout.
- c. *No strike by Employees.* No Employee shall either directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike. Any such conduct by an Employee shall be subject to immediate discipline, including termination of employment.
- d. *No strike by Employee Organization or Exclusive Representative.* No Employee Organization or Exclusive Representative shall either directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike. If any Employee Organization violates this provision, its certification as the Exclusive Representative, if any, shall be revoked and the Employee Organization shall thereafter be ineligible to participate in procedures under this Section to become and/or remain the Exclusive Representative of Employees of the Employer for a period of not less than three (3) years.
- e. *Other remedies.* The Employer, Employees, Employee Organizations and Exclusive Representatives shall have the right to pursue legal and equitable remedies in the appropriate courts in the event of a violation of this Section.

10. Checkoff.

(a) *Dues Checkoff.* When an Employee Organization has been certified as the Exclusive Representative of the Employees in the Bargaining Unit, it shall be the only Employee Organization eligible to obtain an agreement from the Employer to deduct dues or service fees designated or certified by the appropriate officer of the Employee Organization from the pay of those Employees who provide written, signed and dated authorization, and to remit said dues to the Employee Organization without cost. All authorizations shall be irrevocable for a period of one (1) year and shall be automatically renewable from year to year unless written notice of termination by the Employee is received by the Employer thirty (30) calendar days prior to the anniversary date of the authorization.

(b) *Indemnification.* The Employer shall not have the authority to enter into a Memorandum of Understanding that authorizes the deduction of dues from pay unless the agreement contains a provision whereby the Exclusive Representative agrees to indemnify the Employer for any and all claims arising out of the deduction of dues and/or fees pursuant to this Section.

(c) *No Compulsory Union Membership.* No agreement between the Employer and an Exclusive Representative shall compel any Employee to become and remain a member of the Employee Organization and/or to pay dues or membership fees.

11. Permissible union activities. Solicitation of members and dues, and other internal Employee Organization business shall be conducted only during the non-duty hours of the Employees concerned.

12. Grievance procedure. All Memoranda of Understanding between the Employer and the Exclusive Representative shall contain a grievance procedure that includes a provision for a binding decision by the County Personnel Board issued pursuant to the third step review process contained in the Grievance Procedures set forth in the Cecil County Personnel Policies and Procedures. The grievance procedure shall be the exclusive method used to resolve all Grievances as that term is defined in Section 2(k).