

**COUNTY COUNCIL OF CECIL COUNTY, MARYLAND
LEGISLATIVE SESSION 2020-14**

BILL NO. 2020-09 As Amended 7/30/20

Title of Bill: Amendment – Collective Bargaining – Law Enforcement Deputy Sheriffs and Correctional Deputy Sheriffs

Synopsis: A Bill to amend Chapter 70 (Officers and Employees), Article II, of the Cecil County Code, pursuant to authority set forth in the Annotated Code of Maryland, to now include the labor organization representing certain Law Enforcement Deputy Sheriffs in the Cecil County Sheriff's Office, Correctional Deputy Sheriffs in the Cecil County Sheriff's Office, and full-time, regular, non-exempt uniformed employees on the Public Safety pay scale within the Cecil County Department of Emergency Services at the rank of captain and below, formulation of a memorandum of understanding of agreements made pursuant to collective bargaining, and dispute resolution procedures, timeframes and rules for conducting non-binding arbitration where the County and a bargaining unit are unable to reach an agreement on the contents of a memorandum of understanding or collective bargaining agreement through mediation, as well as rules for remedying unfair labor practices.

Introduced by: Council President at the request of the Executive

Introduced and order posted on: July 7, 2020

Public hearing scheduled on: August 4, 2020 at 7:00 p.m.

Consideration scheduled on: August 18, 2020

By: 
Council Manager

PUBLIC HEARING

Notice of time and place of public hearing and title of Bill having been posted by July 7, 2020 at the County Administration Building, 200 Chesapeake Blvd., Elkton, and having been published according to the Charter on July 22, 2020 and July 29, 2020, a public hearing was held on August 4, 2020 and concluded on August 4, 2020.

By: 
Council Manager

Explanation: CAPITAL LETTERS INDICATE LANGUAGE ADDED TO EXISTING DOCUMENT
~~Strike through~~ indicates language deleted from existing document
Underlining indicates language added to document by amendment.

BILL NO. 2020-09
Amendment – Collective Bargaining –
Law Enforcement Deputy Sheriffs and Correctional Deputy Sheriffs

~~Double Strike through~~ indicates language stricken from document by amendment.

1 **WHEREAS**, pursuant to Section 402 of the Cecil County Charter (the “Charter”), the County
2 Executive (the “Executive”) shall see that the affairs of the executive branch are administered properly and
3 efficiently, and that employees of the executive branch faithfully perform their duties; and

4 **WHEREAS**, pursuant to Section 402 of the Charter, the duties and responsibilities of the Executive
5 include, but are not limited to: (a) Supervising and directing offices, agencies and divisions of the
6 executive branch and ensuring that County employees as well as County boards and commissions
7 faithfully perform their duties; and, (b) preparing and submitting to the Council the annual County
8 Budget; and

9 **WHEREAS**, a labor organization seeking certification as an exclusive representative of the
10 correctional deputy sheriffs has now submitted a petition to the Sheriff and County Executive, signed by
11 more than 50% of the sworn correctional deputy sheriffs at the rank of lieutenant and below, indicating
12 the desire of the correctional deputy sheriffs to be represented exclusively by the labor organization for
13 the purpose of collective bargaining, as required pursuant to Md. Code Ann., § 2-321, Courts and Judicial
14 Proceedings Article; and

15 **WHEREAS**, neither the Sheriff or the County Executive have challenged the validity of the petition
16 within 20 calendar days following their respective receipt of the petition; and

17 **WHEREAS**, the labor organization is now deemed certified as the exclusive representative of
18 sworn correctional deputy sheriffs in Cecil County, Maryland; and

19 **WHEREAS**, in accordance with Md. Code Ann., § 2-321, Courts and Judicial Proceedings Article, the
20 County Council must now enact a local ordinance that allows for, among other items, nonbinding
21 arbitration if the certified labor organization, the Sheriff, and the County Executive are unable to reach an
22 agreement through mediation; and

23 **WHEREAS**, the County Executive proposes that the County Council amend Chapter 70 (Officers
24 and Employees), Article II, of the Cecil County Code, pursuant to authority set forth in the Annotated Code
25 of Maryland, to now include the labor organization representing certain Law Enforcement Deputy Sheriffs
26 in the Cecil County Sheriff’s Office, Correctional Deputy Sheriffs in the Cecil County Sheriff’s Office, and
27 Paramedics in the Cecil County Department of Emergency Services, respectively, in order to establish
28 defined terms, County Council authority to amend this ordinance, formulation of a memorandum of
29 understanding of agreements made pursuant to collective bargaining, and dispute resolution procedures,

BILL NO. 2020-09
Amendment – Collective Bargaining –
Law Enforcement Deputy Sheriffs and Correctional Deputy Sheriffs

30 timeframes and rules for conducting non-binding arbitration where the County and a bargaining unit are
31 unable to reach an agreement on the contents of a memorandum of understanding or collective
32 bargaining agreement through mediation, as well as rules for remedying unfair labor practices.

33 **NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COUNCIL OF CECIL COUNTY, MARYLAND, IN**
34 **LEGISLATIVE SESSION**, that the following amendment to Chapter 70 (Officers and Employees), Article II,
35 of the Cecil County Code, is hereby adopted with the following amendments:

36 **Article II ~~Emergency Medical Services~~ COLLECTIVE BARGAINING**

37 **§ 70-4 Definitions.**

38 As used in this article, the following terms shall have the meanings indicated:

39 **COLLECTIVE BARGAINING**

40 A. To meet in good faith at reasonable times to attempt to negotiate an agreement
41 concerning subjects of bargaining authorized by law.

42 B. Does not include a meeting in which only representatives of the Cecil County Council are in
43 attendance or a meeting in which only representatives of the exclusive representative are in
44 attendance.

45 **EMPLOYEE**

46 A. **A SWORN LAW ENFORCEMENT DEPUTY SHERIFF at the rank of captain and below IN THE**
47 **CECIL COUNTY SHERIFF'S OFFICE;**

48 B. **A SWORN CORRECTIONAL DEPUTY SHERIFF at the rank of lieutenant and below IN THE**
49 **CECIL COUNTY SHERIFF'S OFFICE; OR,**

50 C. A regular, nonexempt, uniformed employee within the Cecil County Division of Emergency
51 Medical Services at the rank of Medical Services at the rank of captain or below.

52 **EMPLOYEE ORGANIZATION**

53 An organization of employees that, as one of its primary purposes, represents employees in
54 collective bargaining with the employer.

55 **EXCLUSIVE REPRESENTATIVE**

56 The employee organization that has been certified through an election by eligible employees or
57 otherwise recognized by the Cecil County Council to represent and negotiate for those employees
58 with the Cecil County Council terms and conditions of employment.

59 **§ 70-5 Council authority to enact ordinances.**

60 The Cecil County Council may enact an ordinance to:

61 A. Authorize recognition of an exclusive representative by election or voluntary recognition
62 through a check of authorization cards at the County's option and provide a process for such
63 authorization.

64 B. Authorize withdrawal of recognition of an exclusive representative based on circumstances
65 specified in the ordinance and provide a process for the withdrawal.

66 C. Allow collective bargaining between Cecil County and the exclusive representative of its
67 employees concerning terms and conditions of employment, and a process to resolve
68 disagreements concerning the interpretation of any agreement made between the exclusive
69 representative and the County.

70 D. Set forth the subjects of collective bargaining and the rights reserved by the County from
71 those subject.

72 E. Set forth the time frames of the collective bargaining process.

73 F. Provide rules of conduct for collective bargaining; and

74 G. Provide a process and remedies for violations of established rules.

75 **§ 70-6 Memorandum of understanding or Collective Bargaining Agreement.**

76 A. Once authorized by an ordinance, collective bargaining between the County and the
77 exclusive representative shall include a memorandum of understanding or Collective Bargaining
78 Agreement concerning the agreements made as a result of bargaining.

79 B. Subject to an annual exercise of authority concerning fiscal procedures in state law or
80 County ordinance, a memorandum of understanding or Collective Bargaining Agreement between
81 the County and an exclusive representative shall be binding between Cecil County and an exclusive
82 representative.

83 **§ 70-7 Designation of negotiators.**

84 Cecil County may retain or designate individuals to negotiate on its behalf with the exclusive
85 representative.

86 **§ 70-8 Limitations.**

87 This article does not:

BILL NO. 2020-09
Amendment – Collective Bargaining –
Law Enforcement Deputy Sheriffs and Correctional Deputy Sheriffs

- 88 A. Authorize or otherwise permit an employee to engage in a strike as defined in § 3-303 of
89 the State Personnel and Pensions Article of the Annotated Code of Maryland.
- 90 B. Authorize or otherwise permit the County to engage in a lockout as defined in § 3-304 of
91 the State Personnel and Pensions Article of the Annotated Code of Maryland.
- 92 C. Require any method, means, or scope of bargaining between Cecil County and an exclusive
93 representative.
- 94 D. Authorize binding interest arbitration; and
- 95 E. Authorize the collection of mandatory membership fees from nonmembers of the
96 employee organization.
- 97 **AND IT IS FURTHER ENACTED BY THE COUNTY COUNCIL OF CECIL COUNTY, MARYLAND,** that this
98 Bill shall take effect 60 calendar days from the date that it becomes law.

CERTIFICATION

I, HEREBY CERTIFY that the above Bill was posted for the public on the public bulletin board with the date, time and location of the public hearing meeting, copies were made available for the public, a copy was distributed to the press, and copy was made available on the Cecil County website.


BY Council Manager

BILL NO: 2020-09

Title of Bill: Amendment – Collective Bargaining – Law Enforcement Deputy Sheriffs and Correctional Deputy Sheriffs

is hereby submitted to the County Council of Cecil County, Maryland for enrollment as being the text as finally passed.

CERTIFIED TRUE AND CORRECT

ENROLLED

James Massey
Council Manager

Ri-M
Council President

Date: August 18, 2020

Date: August 18, 2020

BY THE COUNCIL

Read the third time.

Passed – LSD 2020-18

Failed of Passage – LSD _____

BY: James Massey
Council Manager

SEALED WITH THE COUNTY SEAL AND PRESENTED TO THE COUNTY EXECUTIVE for approval this

19th day of AUGUST, 20 20 at 5:00 am/pm.
(within 10 business days from adoption §306)



BY: James Massey
Council Manager

BY THE EXECUTIVE:
Ch. J. McAuliffe
Cecil County Executive

APPROVED Date: August 26, 2020

VETOED Date: _____
(within 10 business days from presentation §306)

BY THE COUNCIL

Bill No. 2020-09 having been approved by the Executive and returned to the Council becomes law

on August 26, 2020 with an effective date of October 26, 2020

BY: James Massey
Council Manager

CHAPTER 70, ARTICLE II

Cecil County Sheriff's Office – Sworn Law Enforcement Deputy Sheriffs
Cecil County Sheriff's Office – Sworn Correctional Deputy Sheriffs
Department of Emergency Services – Emergency Medical Services

1. Legislative purpose.

Pursuant to the authority set forth in the Annotated Code of Maryland, the Cecil County Council enacts this Appendix A for the following purposes:

- (a) To promote a fair, harmonious, peaceful and cooperative relationship between the County and those employees of the Cecil County Sheriff's Office who are covered by this Section;
- (b) To allow for nonbinding arbitration if the County and a Labor Organization representing certain sworn law enforcement deputy sheriffs or sworn correctional deputy sheriffs employed by the Cecil County Sheriff's Office, the Sheriff, and the County Executive are unable to reach an agreement on the contents of an MOU or collective bargaining agreement through mediation;
- (c) To provide for the procedures, timeframes, and rules for conducting nonbinding arbitration; and,
- (d) To provide for the procedures, timeframes, and rules for remedying unfair labor practices.

2. Definitions.

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

- (a) **County Executive.** The individual holding office of the County Executive under Cecil County Charter Section 401 et. seq.
- (b) **Certified Labor Organization.** The organization that has been certified to represent and negotiate for the employees in the bargaining unit with the County Executive and the Sheriff on Terms and Conditions of Employment.
- (c) **Collective Bargaining.** To meet in good faith at reasonable times to attempt to negotiate an agreement concerning Terms and Conditions of Employment.

(d) **Collective Bargaining Agreement.** The MOU or written agreement made between the County Executive, the Sheriff, and the Certified Labor Organization on Terms and Conditions of Employment.

(e) **Employee.** A person employed by the Cecil County Sheriff's Office who is classified as a sworn law enforcement deputy sheriff at the rank of Captain or below or as a sworn correctional deputy sheriff at the rank of Lieutenant and below, and who is authorized by law to be in the bargaining unit represented by a Certified Labor Organization.

(f) **Terms and Conditions of Employment.** All wages, benefits and other matters relating to the employment of employees in the bargaining unit, but for those subjects and rights excluded by law from collective bargaining.

3. **Request for nonbinding arbitration.**

Either the Certified Labor Organization or the County Executive may demand nonbinding arbitration on Terms and Conditions of Employment that are subject to the annual exercise of budget authority pursuant to the provisions set forth in this Section. Either the Certified Labor Organization or the Cecil County Sheriff may demand nonbinding arbitration on Terms and Conditions of Employment that are not subject to the exercise of budget authority. The demand shall be in writing and set forth the Terms and Conditions of Employment that will be submitted to nonbinding arbitration.

4. **Timing of request.**

A party may demand nonbinding arbitration no earlier than thirty (30) days after the initiation of mediation. A party shall demand nonbinding arbitration by serving written notice on the other party by certified mail, return receipt requested.

5. **Selection of Arbitration panel.**

Nonbinding arbitration shall be conducted by an arbitration panel. The arbitration panel shall be selected as follows: (a) five (5) business days after service of the demand for arbitration, the County Executive (for Terms and Conditions which are subject to the annual exercise of budget authority) or the Sheriff (for Terms and Conditions which are not subject to the annual exercise of budget authority) and the Certified Employee Organization shall each designate a member of the panel; (b) the two members shall select the third member within five (5) business days after their selection. If the two members are unable to agree to the third member, they shall make their selection from a panel provided by the Federal Mediation and Conciliation Service. The parties participating in the

nonbinding arbitration shall confer within five (5) business 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 third member. The party making the demand for arbitration shall make the first strike.

6. Proceedings.

(a) Not before April 15 but prior to April 25, the arbitration panel shall hold a hearing. The arbitration panel may issue subpoenas to compel the testimony of witnesses and the production of documents, administer oaths, and declare the record closed. The arbitration panel shall act by and through majority determination.

(b) The participating parties shall simultaneously enter into the record their positions on the Terms and Conditions of Employment at issue. The parties shall have the right to submit positions that vary from those in the collective bargaining negotiations. Once the parties offer their positions into the record, they shall have one opportunity to change their positions prior to the close of the record by simultaneously entered amended submissions.

(c) The parties shall present evidence in support of their final positions. Admissible evidence shall be limited to information concerning:

1. Terms and Conditions of Employment for other Cecil County employees;
2. Terms and Conditions of Employment for other Sworn Law Enforcement or Sworn Correctional Deputy Sheriffs in other comparable or contiguous counties;
3. Terms and Conditions of Employment for private sector employees in Cecil County;
4. Cost of living data for Cecil County;
5. Funds available to the County Executive;
6. The ability of the County Council to finance the adjustments to Terms and Conditions of Employment and the effect of the adjustments to Terms and Conditions of Employment on the normal standard of public services provided by Cecil County and/or on Cecil County capital projects;

7. Past collective bargaining agreements between the County Executive, Sheriff, and the Certified Labor Organization;
8. Historic Terms and Conditions of Employment for bargaining unit employees;
9. The interest and welfare of the taxpayers;
10. The interest and welfare of the public;
11. Current collective bargaining negotiations and the parties' positions on the Terms and Conditions at issue;
12. The impact on bond rating agencies;
13. The impact on debt and interest obligations; and,
14. Any other information or evidence agreed upon by the parties as relevant.

(d) Should the arbitration panel request, or should the parties elect to file, supporting briefs, all briefs must be submitted by May 1.

(e) The arbitration panel shall determine which party's final position as to each Term and Condition at issue is the most reasonable considering all of the admissible evidence in the record and the parties' submissions as to that evidence. The arbitration panel shall have no authority to consider or recommend any Terms and Conditions that vary from the final positions of the parties.

(f) The arbitration panel shall issue its decision in writing to the parties no later than May 15 to allow time for consideration prior to the adoption of the budget. The decision shall set forth the reasons the arbitration panel determined the selection to be the most reasonable position.

(g) The final written findings of the arbitration panel are nonbinding on the parties.

7. Review of decision.

The County Executive (for Terms and Conditions which are subject to the annual exercise of budget authority) or the Sheriff (for Terms and Conditions which are not subject to the annual exercise of authority) may adopt, reject, or modify the decision of the arbitration panel. This decision shall be in writing.

8. Costs.

The party making the demand for nonbinding arbitration shall pay all of the filing fees necessary to initiate the proceedings. The losing party shall pay all of the administrative costs of conducting the proceedings. Administrative costs include, but are not limited to, expenditures necessary and/or incidental to conducting a hearing such as the costs for a hearing room, the court reporter's fees and expenses, and the arbitrator's fees and travel expenses. Each party shall bear their own costs, including, but not limited to, attorneys' fees and expert witness fees.

9. Unfair labor practices.

(a) County Executive and Sheriff unfair labor practices. It shall be an unfair labor practice for the County Executive or Sheriff, by and through their respective officers, agents and representatives, to engage in the following conduct:

1. Interfere with, restrain, or coerce Employees in the exercise of their rights set forth in MD Code, Courts and Judicial Proceedings, § 2-309(i)(4);
2. Discriminate in regard to hire or tenure of employment or any of the Terms and Conditions of Employment to encourage or discourage membership in any Certified Labor Organization;
3. Directly or indirectly cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any lockout as that term is defined in the Annotated Code of Maryland;
4. Fail or refuse to negotiate in good faith with a Certified Labor Organization;
5. Control or dominate a Certified Labor Organization or contribute financial or other support to it; or
6. Retaliate against an Employee because of that Employee's exercise of rights guaranteed under this Section.

(b) Certified Labor Organization unfair labor practices. It shall be an unfair labor practice for a Certified Labor 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 set forth in MD Code, Courts and Judicial Proceedings, § 2-309(i)(4);
2. Induce the County Executive, Sheriff, or their respective representatives to commit any unfair labor practice;
3. Directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike as that term is defined in MD Code, Courts and Judicial Proceedings, § 2-309(i)(4);
4. Fail or refuse to negotiate in good faith with the County Executive or Sheriff;
5. Fail or refuse to abide by all applicable laws and ordinances; or
6. Retaliate against an Employee because of that Employee's exercise of rights guaranteed under this Section.

(c) Procedure.

1. In the event that a claim is made that an unfair labor practice has been committed by either the County Executive, Sheriff, or Certified Labor 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 within 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 parties 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 parties 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 parties.
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 and 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. Nothing in this section shall prohibit the neutral from personally conducting mediation to resolve unfair labor practice issues.
 5. Nothing in this section shall prohibit or impede the County Executive, Sheriff or the Certified Labor Organization from using all available lawful means to end a strike or lockout, including the initiation of legal proceedings to enjoin the strike or lockout.
10. Closed Session.

All meetings relating to matters subject to this Section shall be closed to the public. When necessary, the procedure set forth in Md. Code, General Provisions, §3-305 shall be followed to conduct a closed session meeting.

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).