

Bill No. 18 -11
Concerning: Police Labor Relations –
Duty to Bargain
Revised: July 14, 2011 Draft No. 2
Introduced: June 14, 2011
Enacted: July 19, 2011
Executive: August 1, 2011
Effective: October 31, 2011
Sunset Date: None
Ch. 16, Laws of Mont. Co. 2011

COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

By: Council President on the Recommendation of the Organizational Reform Commission

AN ACT to:

- (1) modify the scope of bargaining with the certified representative of police employees;
and
- (2) generally amend County collective bargaining laws.

By amending

Montgomery County Code
Chapter 33, Personnel and Human Resources
Sections 33-80 and 33-81

Boldface	<i>Heading or defined term.</i>
<u>Underlining</u>	<i>Added to existing law by original bill.</i>
[Single boldface brackets]	<i>Deleted from existing law by original bill.</i>
<u>Double underlining</u>	<i>Added by amendment.</i>
[[Double boldface brackets]]	<i>Deleted from existing law or the bill by amendment.</i>
* * *	<i>Existing law unaffected by bill.</i>

The County Council for Montgomery County, Maryland approves the following Act:

Sec. 1. Sections 33-80 and 33-81 are amended as follows:

33-80. Collective bargaining.

(a) Duty to bargain; matters subject to bargaining. A certified employee organization and the employer must bargain collectively on the following subjects:

- (1) Salary and wages, provided, however, that salaries and wages shall be uniform for all employees in the same classification;
- (2) Pension and retirement benefits for active employees only;
- (3) Employee benefits such as, but not limited to, insurance, leave, holidays and vacation;
- (4) Hours and working conditions, including the availability and use of personal patrol vehicles;
- (5) Provisions for the orderly processing and settlement of grievances concerning the interpretation and implementation of the collective bargaining agreement, which may include binding third party arbitration and provisions for exclusivity of forum;
- (6) Matters affecting the health and safety of employees; and
- (7) Amelioration of the [The] effect on employees [of] when the employer's exercise of rights listed in subsection (b) causes a loss of existing jobs in the unit.

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33-81. Impasse procedure.

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(b) (1) During the course of collective bargaining, either party may declare an impasse and request the services of the impasse neutral. If the parties have not reached agreement by January 20, an impasse exists.

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(3) If the impasse neutral, in the impasse neutral's sole discretion, finds that the parties are at a bona fide impasse, the impasse neutral [shall] must require each party to submit a final offer which [shall] must consist either of a complete draft of a proposed collective bargaining agreement or a complete package proposal, as the impasse neutral [shall choose] chooses. If only complete package proposals are required, the impasse neutral [shall] must require the parties to submit jointly a memorandum of all items previously agreed upon.

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(4) The impasse neutral may, in the impasse neutral's discretion, require the parties to submit evidence or make oral or written argument in support of their proposals. The impasse neutral may hold a hearing for this purpose at a time, date and place selected by the impasse neutral. Said hearing [shall] must not be open to the public.

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(c) An impasse over a reopener matter [or the effects on employees of an exercise of an employers right] must be resolved under the procedures in this subsection. Any other impasse over a matter subject to collective bargaining must be resolved under the impasse procedure in subsections (a) and (b).

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(1) [Reopener matters. (A)] If the parties agree in a collective bargaining agreement to bargain over an identified issue on or before a specified date, the parties must bargain under those terms. Each identified issue must be designated as a "reopener matter."

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55 [(B)] (2) When the parties initiate collective bargaining under
56 [subparagraph (A)] paragraph (1), the parties must choose, by
57 agreement or through the processes of the American Arbitration
58 Association, an impasse neutral who agrees to be available for
59 impasse resolution within 30 days.

60 [(C)] (3) If, after bargaining in good faith, the parties are unable to
61 reach agreement on a reopener matter by the deadline specified in
62 the collective bargaining agreement, either party may declare an
63 impasse.

64 [(D)] (4) If an impasse is declared under [subparagraph (C)] paragraph
65 (3), the dispute must be submitted to the impasse neutral no later
66 than 10 days after impasse is declared.

67 [(E)] (5) The impasse neutral must resolve the dispute under the
68 impasse procedure in subsection (b), except that:

69 [(i)] (A) the dates in that subsection do not apply;

70 [(ii)] (B) each party must submit to the impasse neutral a final
71 offer on only the reopener matter; and

72 [(iii)] (C) the impasse neutral must select the most reasonable of
73 the parties' final offers no later than 10 days after the
74 impasse neutral receives the final offers.

75 [(F)] (6) This subsection applies only if the parties in their collective
76 bargaining agreement have designated:

77 [(i)] (A) the specific reopener matter to be bargained;

78 [(ii)] (B) the date by which bargaining on the reopener matter
79 must begin; and

80 [(iii)] (C) the deadline by which bargaining on the reopener
81 matter must be completed and after which the impasse
82 procedure must be implemented.

83 [(2) Bargaining over the effects of the exercise of an employer right.]

84 [(A) If the employer notifies the employee organization that it
85 intends to exercise a right listed in Section 33-80(b), the
86 exercise of which will have an effect on members of the
87 bargaining unit, the parties must choose by agreement or
88 through the process of the American Arbitration
89 Association an impasse neutral who agrees to be available
90 for impasse resolution within 30 days.]

91 [(B) The parties must engage in good faith bargaining on the
92 effects of the exercise of the employer right. If the parties,
93 after good faith bargaining, are unable to agree on the
94 effect on bargaining unit employees of the employer's
95 exercise of its right, either party may declare an impasse.]

96 [(C) If the parties bargain to impasse over the effects on
97 employees of an exercise of an employer right that has a
98 demonstrated, significant effect on the safety of the public,
99 the employer may implement its last offer before engaging
100 in the impasse procedure. A party must not exceed a time
101 requirement of the impasse procedure. A party must not
102 use the procedure in this paragraph for a matter that is a
103 mandatory subject of bargaining other than the effects of
104 the exercise of an employer right.]

- 105 [(D) The parties must submit the dispute to the impasse neutral
106 no later than 10 days after either party declares an impasse
107 under subparagraph (B).]
- 108 [(E) The impasse neutral must resolve the dispute under the
109 impasse procedures in subsection (b), except that:
- 110 (i) the dates in that subsection do not apply;
 - 111 (ii) each party must submit to the impasse neutral a final
112 offer only on the effect on employees of the
113 employer's exercise of its right; and
 - 114 (iii) the impasse neutral must select the most reasonable
115 of the parties' final offers no later than 10 days after
116 the impasse neutral receives the final offers and, if
117 appropriate, must provide retroactive relief.]
- 118 [(F) If the impasse neutral has not issued a decision within 20
119 days after the impasse neutral receives the parties' final
120 offers, the employer may implement its final offer until the
121 impasse neutral issues a final decision.]

122 *Approved:*

123 *Valerie Ervin* *7/20/2011*
Valerie Ervin, President, County Council Date

124 *Approved:*

125 *Isiah Leggett* *Aug 1, 2011*
Isiah Leggett, County Executive Date

126 *This is a correct copy of Council action.*

127 *Linda M. Lauer* *Aug 8, 2011*
Linda M. Lauer, Clerk of the Council Date