

(3) *The designation of such representatives by the employer as provided herein shall not preclude such employee organization from appearing before, or making proposals to the public school employer at any public meeting or hearing.*

(i) ~~In the event~~ IF UPON THE REQUEST OF EITHER PARTY THE STATE SUPERINTENDENT OF SCHOOLS DETERMINES FROM THE FACTS that an impasse is reached in negotiations between a public school employer and an employee organization designated as an exclusive negotiating agent, ~~and it appears that no resolution of differences is possible,~~ the assistance and advice of the State Board of Education may be requested, with the consent of both parties. In the absence of such consent, upon the request of either party, a panel shall be named to aid in the resolution of differences. Such panel shall contain three persons, one to be appointed by each party within three (3) days, and the third to be selected by the other two within ten (10) days from the date of said request. The State Board of Education, or the panel selected, shall meet with the parties to aid in the resolution of differences, and, if the matter is not otherwise resolved, shall make a written report and recommendation within thirty (30) days from the date of said request. Copies of such report shall be sent to representatives of both the public school employer and the employee organization. All costs of mediation shall be shared by the public school employer and the employee organization.

(j) *Public school employers and employee organizations shall not interfere with, intimidate, restrain, coerce or discriminate against public school employees because of the exercise of their rights under subsections (b) and (c) hereof.*

(k) *Nothing contained herein shall be deemed to supersede other provisions of this Code and the rules and regulations of public school employers which may establish and regulate tenure. Notwithstanding any of the provisions of this section, the public school employer shall render the final determination as to all matters which have been the subject of negotiation, BUT THIS FINAL DETERMINATION SHALL STILL BE SUBJECT TO OTHER PROVISIONS OF THIS ARTICLE CONCERNING THE FISCAL RELATIONSHIP BETWEEN THE PUBLIC SCHOOL EMPLOYER AND THE COUNTY COMMISSIONERS, COUNTY COUNCIL, OR THE MAYOR AND COUNCIL OF BALTIMORE CITY.*

~~(4)~~ (L) *Employee organizations shall be prohibited from calling or directing a strike. If an employee organization designated as exclusive representative shall violate the provisions hereof, its designation as exclusive representative shall be revoked by the public school employer; and said employee organization and any other employee organization which violates any of the provisions hereof, shall be ineligible to be designated as exclusive representative for a period of two (2) years thereafter. IF ANY EMPLOYEE ORGANIZATION VIOLATES THE PROVISIONS HEREOF, THE PUBLIC SCHOOL EMPLOYER SHALL REFRAIN FROM MAKING PAY-ROLL DEDUCTIONS FOR THAT ORGANIZATION'S DUES FOR A PERIOD OF ONE (1) YEAR THEREAFTER.*

(m) *The enactment of this section shall not be construed so as to make the provisions of the Maryland Labor Laws contained in Articles 89 and 100 of this Code applicable to public school employment.*