

ANNE ARUNDEL COUNTY

(2) PROVIDED, HOWEVER, THAT NO UNIT SHALL BE ESTABLISHED SOLELY ON THE BASIS OF THE EXTENT TO WHICH EMPLOYEES IN THE UNIT HAVE ORGANIZED, AND THAT PROFESSIONAL EMPLOYEES SHALL NOT BE DENIED THE RIGHT TO BE REPRESENTED SEPARATELY FROM NCN-PROFESSIONAL EMPLOYEES, NOR SHALL MANAGEMENT AND CONFIDENTIAL EMPLOYEES BE INCLUDED IN THE SAME UNIT WITH NON-MANAGEMENT OR NON-CONFIDENTIAL EMPLOYEES.

(C) IN THE EVENT THAT THE PERSONNEL OFFICER AND THE PETITIONING EMPLOYEE ORGANIZATION ARE IN DISAGREEMENT AS TO THE DETERMINATION OF THE APPROPRIATE REPRESENTATION UNIT, THE ISSUE SHALL BE SUBMITTED TO ARBITRATION AT THE REQUEST OF EITHER PARTY. IF THE PARTIES ARE UNABLE OTHERWISE TO AGREE ON AN ARBITRATOR WITHIN FIVE (5) DAYS OF THE INITIAL REQUEST, THEY SHALL MAKE THEIR SELECTION FROM A LIST OF FIVE (5) NEUTRALS SUBMITTED BY THE AMERICAN ARBITRATION ASSOCIATION. IF THE PARTIES ARE UNABLE TO AGREE UPON THE SELECTION OF ONE OF THE ARBITRATORS WITHIN THREE (3) WORK DAYS AFTER RECEIPT OF THE LIST, THEN THE ADMINISTRATION AND THE EMPLOYEE ORGANIZATION SHALL STRIKE ONE NAME FROM THE LIST ALTERNATELY UNTIL ONE NAME REMAINS. THE REMAINING PERSON SHALL BE THE DULY SELECTED ARBITRATOR. IF, FOR ANY REASON, THE SELECTED ARBITRATOR IS UNABLE TO SERVE, THEN THE ARBITRATOR SHALL BE APPOINTED DIRECTLY BY THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR SHALL RENDER HIS DECISION WITHIN THIRTY (30) CALENDAR DAYS AFTER HIS APPOINTMENT UNLESS THE PARTIES MUTUALLY AGREE TO EXTEND THE TIME LIMIT. THE ARBITRATOR'S DECISION SHALL BE FINAL AND BINDING ON THE PARTIES. THE COST OF ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES INVOLVED.

(D) (1) WHEN AN APPROPRIATE REPRESENTATION UNIT HAS BEEN DETERMINED, THE PERSONNEL OFFICER SHALL GIVE ADEQUATE AND TIMELY NOTICE OF THE DETERMINATION TO ALL EMPLOYEES WITH THE NEWLY ESTABLISHED REPRESENTATION UNIT, AND SHALL ARRANGE FOR A SECRET BALLOT CERTIFICATION ELECTION TO BE CONDUCTED BY THE MARYLAND STATE DEPARTMENT OF LICENSING AND REGULATION, DIVISION OF LABOR AND INDUSTRY, IN WHICH THE EMPLOYEES IN SUCH UNIT SHALL BE OFFERED A CHOICE BETWEEN EXCLUSIVE REPRESENTATION BY THE PETITIONING EMPLOYEE ORGANIZATION OR OF NO EXCLUSIVE REPRESENTATION. PROVIDED HOWEVER, THAT IF AN INTERVENOR EMPLOYEE ORGANIZATION CERTIFIES THAT AT LEAST TEN PERCENT (10%) OF THE EMPLOYEES IN THE UNIT HAVE DESIGNATED IT TO REPRESENT THEM IN THEIR EMPLOYMENT RELATIONS WITH THE