

~~(5)~~ -- PENSIONS, -- AND

~~(6)~~ OTHER BENEFITS.

~~(E)~~ (H) (1) THE EMPLOYER AND THE FIRE-FIGHTERS EMPLOYEE ORGANIZATIONS SHALL BARGAIN IN GOOD FAITH.

(2) TO BARGAIN IN GOOD FAITH INCLUDES THE REQUIREMENTS THAT THE EMPLOYER AND THE FIRE-FIGHTERS EMPLOYEE ORGANIZATIONS:

(I) MEET AT REASONABLE TIMES;

(II) DISCUSS ISSUES CONCERNING WAGES, HOURS, AND CONDITIONS OF EMPLOYMENT; AND

(III) ENTER INTO A WRITTEN AGREEMENT INCORPORATING ANY UNDERSTANDINGS REACHED BETWEEN THE EMPLOYER AND THE CERTIFIED EMPLOYEE REPRESENTATIVE.

~~(F)~~ (I) (1) IF BARGAINING REACHES AN IMPASSE, BOTH SIDES SHALL SUBMIT TO ADVISORY ARBITRATION.

(2) ADVISORY ARBITRATION IS NOT BINDING ON THE EMPLOYER UNLESS PROVIDED BY LAW.

(3) IF THE EMPLOYER AND THE REPRESENTATIVE DO NOT AGREE ON AN ARBITRATOR:

(I) THE NAMES OF 3 MARYLAND RESIDENTS SHALL BE REQUESTED FROM THE AMERICAN ARBITRATION ASSOCIATION; AND

(II) THE EMPLOYER AND THE REPRESENTATIVE EACH SHALL STRIKE 1 NAME FROM THE LIST WITHIN 15 DAYS. THE PERSON WHOSE NAME REMAINS ON THE LIST SHALL SERVE AS ARBITRATOR.

(4) THE ARBITRATOR SHALL MAKE PUBLICLY AVAILABLE THE FINDINGS WITHIN 45 DAYS AFTER THE ARBITRATOR IS SELECTED.

(5) THE COST OF ARBITRATION SHALL BE DIVIDED EQUALLY BETWEEN THE EMPLOYER AND THE FIRE FIGHTERS.

(6) THE ELECTIVE BODY RESPONSIBLE FOR APPROPRIATING FUNDS FOR THE EMPLOYER MAY NOT BE BOUND BY THE RECOMMENDATIONS OF THE ADVISORY ARBITRATION.

~~(G)~~ (J) (1) A FIRE FIGHTER MAY NOT STRIKE.

(2) ANY FIRE FIGHTER WHO STRIKES MAY SHALL BE DISMISSED FROM EMPLOYMENT.

(3) A CERTIFIED EMPLOYEE REPRESENTATIVE THAT VIOLATES A PROVISION IN THIS SECTION SHALL HAVE ITS DESIGNATION AS REPRESENTATIVE REVOKED BY THE EMPLOYER AND MAY SHALL NOT BE