

MATTERS OF AGREEMENT REACHED ON WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT, AND MAY INCLUDE DUES AND MAINTENANCE OR SERVICE FEES TAKEN FROM PAYROLL DEDUCTION.

(2) A COLLECTIVE BARGAINING AGREEMENT MAY INCLUDE A PROVISION FOR THE ARBITRATION OF GRIEVANCES ARISING UNDER AN AGREEMENT.

(3) A DISCUSSION OF THE TERMS OF EMPLOYEE RETIREMENT SYSTEMS IS PERMITTED IN THE COURSE OF COLLECTIVE BARGAINING, BUT THE DISCUSSION OF THE HIRING PRACTICES OF MNCPPC IS PROHIBITED.

(4) THE TERMS OF THE AGREEMENT SHALL SUPERSEDE ANY CONFLICTING RULES, REGULATIONS, AND ADMINISTRATIVE POLICIES OF THE MNCPPC.

(5) ANY REQUEST FOR FUNDS NECESSARY TO IMPLEMENT THE AGREEMENT SHALL BE SUBMITTED BY THE MNCPPC IN A TIMELY FASHION FOR CONSIDERATION IN THE BUDGET PROCESS OF PRINCE GEORGE'S COUNTY AND MONTGOMERY COUNTY.

(6) IF THE REQUEST FOR FUNDS NECESSARY TO IMPLEMENT THE AGREEMENT IS REDUCED, MODIFIED, OR REJECTED BY THE GOVERNING BODIES OF PRINCE GEORGE'S COUNTY AND MONTGOMERY COUNTY, EITHER PARTY TO THE AGREEMENT MAY, NO LATER THAN 20 DAYS AFTER FINAL BUDGET ACTION BY THE GOVERNING BODIES, REOPEN THE AGREEMENT.

(G) THE MNCPPC MAY:

(1) DETERMINE HOW THE STATUTORY MANDATE AND GOALS OF THE MNCPPC, INCLUDING BUT NOT LIMITED TO THE FUNCTIONS AND PROGRAMS OF THE MNCPPC, ITS OVERALL BUDGET AND ITS ORGANIZATIONAL STRUCTURE, ARE TO BE CARRIED OUT; AND

(2) DIRECT PERSONNEL, SUBJECT TO THE COLLECTIVE BARGAINING AGREEMENT.

(H) (1) EMPLOYEES HAVE THE RIGHT TO FORM, JOIN, OR ASSIST ANY EMPLOYEE ORGANIZATION, TO BARGAIN COLLECTIVELY THROUGH REPRESENTATIVES THEY HAVE CHOSEN, AND TO ENGAGE IN OTHER LAWFUL CONCERTED ACTIVITIES FOR THE PURPOSE OF COLLECTIVE BARGAINING AND ALSO SHALL HAVE THE RIGHT TO REFRAIN FROM ANY OR ALL OF THESE ACTIVITIES.

(2) ANY EMPLOYEE OR GROUP OF EMPLOYEES HAS THE RIGHT AT ANY TIME TO PRESENT GRIEVANCES ARISING UNDER THE TERMS OF THE AGREEMENT TO THE MNCPPC AND TO HAVE THE GRIEVANCES ADJUSTED WITHOUT THE INTERVENTION OF THE EXCLUSIVE REPRESENTATIVE. THE MNCPPC HAS THE DUTY TO HEAR THOSE GRIEVANCES AND PARTICIPATE IN THEIR ADJUSTMENT. HOWEVER, THE ADJUSTMENT MAY NOT BE INCONSISTENT WITH THE TERMS OF A COLLECTIVE BARGAINING AGREEMENT THEN IN EFFECT. THE MNCPPC SHALL GIVE PROMPT NOTICE OF ALL ADJUSTMENTS TO THE EXCLUSIVE REPRESENTATIVE.