

~~AFTER FINAL BUDGET ACTION, THE COMMISSION OR AN EMPLOYEE ORGANIZATION MAY GIVE WRITTEN NOTICE TO THE OTHER PARTY THAT IT IS REOPENING THE NEGOTIATED AGREEMENT.~~

~~(M) IF A PROVISION IN A COLLECTIVE BARGAINING AGREEMENT IS RULED INVALID OR IS NOT FUNDED BY MONTGOMERY COUNTY OR PRINCE GEORGE'S COUNTY, THE REMAINDER OF THE AGREEMENT REMAINS IN EFFECT UNLESS REOPENED UNDER SUBSECTION (L)(2) OF THIS SECTION.~~

~~(N) (1) THE COMMISSION MAY:~~

~~(I) DETERMINE HOW ITS STATUTORY MANDATE, BUDGET, FUNCTIONS, GOALS, ORGANIZATION, AND PROGRAMS ARE TO BE CARRIED OUT; AND~~

~~(II) SUBJECT TO ANY APPLICABLE COLLECTIVE BARGAINING AGREEMENT:~~

~~1. DIRECT COMMISSION EMPLOYEES;~~

~~2. ASSIGN, HIRE, LAY OFF, PROMOTE, RECALL, RETAIN, OR TRANSFER EMPLOYEES; AND~~

~~3. DEMOTE, DISCHARGE, SUSPEND, OR TAKE OTHER DISCIPLINARY ACTION AGAINST EMPLOYEES FOR JUST CAUSE.~~

~~(2) THE COMMISSION MAY NOT:~~

~~(I) INTERFERE WITH, COERCE, OR RESTRAIN AN EMPLOYEE IN THE EXERCISE OF RIGHTS UNDER THIS SECTION;~~

~~(II) DOMINATE, INTERFERE WITH, OR ASSIST IN THE FORMATION, ADMINISTRATION, OR EXISTENCE OF ANY EMPLOYEE ORGANIZATION, OR CONTRIBUTE FINANCIAL ASSISTANCE OR OTHER SUPPORT TO AN EMPLOYEE ORGANIZATION;~~

~~(III) DISCRIMINATE IN REGARD TO THE HIRING, EMPLOYMENT, OR ANY TERM OR CONDITION OF EMPLOYMENT OR ENCOURAGE OR DISCOURAGE MEMBERSHIP IN ANY EMPLOYEE ORGANIZATION;~~

~~(IV) DISCHARGE OR DISCRIMINATE AGAINST AN EMPLOYEE BECAUSE THE EMPLOYEE HAS SIGNED OR FILED AN AFFIDAVIT, PETITION, OR COMPLAINT, OR GIVEN ANY INFORMATION OR TESTIMONY UNDER THIS SECTION; OR~~

~~(V) REFUSE TO BARGAIN IN GOOD FAITH WITH AN EMPLOYEE ORGANIZATION THAT IS CERTIFIED AS EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT OR REFUSE TO PARTICIPATE IN GOOD FAITH IN THE MEDIATION, FACT FINDING, OR ARBITRATION PROCEDURE UNDER THIS SECTION.~~