

(4) THE COLLECTIVE BARGAINING AGREEMENT SUPERSEDES ANY CONFLICTING REGULATION OR ADMINISTRATIVE POLICY OF THE COMMISSION.

(5) A SINGLE YEAR OR MULTIPLE YEAR COLLECTIVE BARGAINING AGREEMENT SHALL EXPIRE AT THE CLOSE OF THE APPROPRIATE FISCAL YEAR.

(6) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH, A COLLECTIVE BARGAINING UNIT SHALL BE EFFECTIVE UPON THE APPROVAL OF THE COMMISSION AND THE MEMBERSHIP OF THE UNION REPRESENTING THE BARGAINING UNIT.

(II) THE ECONOMIC REQUIREMENTS OF A COLLECTIVE BARGAINING AGREEMENT SHALL BE EFFECTIVE ONLY UPON APPROVAL BY THE MONTGOMERY COUNTY AND PRINCE GEORGE'S COUNTY COUNCILS.

(N) (1) THE COMMISSION SHALL INCLUDE IN ITS ANNUAL PROPOSED OPERATING BUDGET SUBMITTED TO THE COUNTY EXECUTIVES OF MONTGOMERY COUNTY AND PRINCE GEORGE'S COUNTY ADEQUATE FUNDING TO CARRY OUT A COLLECTIVE BARGAINING AGREEMENT.

(2) UNLESS THE MONTGOMERY COUNTY AND PRINCE GEORGE'S COUNTY COUNCILS APPROVE THE COMMISSION'S BUDGET SO AS TO IMPLEMENT THE TERMS OF THE COLLECTIVE BARGAINING AGREEMENT, THE COMMISSION OR AN EMPLOYEE ORGANIZATION, WITHIN 20 DAYS AFTER FINAL BUDGET ACTION, MAY GIVE WRITTEN NOTICE TO THE OTHER PARTY THAT IT IS REOPENING THE NEGOTIATED AGREEMENT.

(O) 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 (N) (2) OF THIS SECTION.

(P) (1) THIS SECTION AND ANY AGREEMENT MADE UNDER IT MAY NOT IMPAIR THE RIGHT AND RESPONSIBILITY OF THE COMMISSION TO PERFORM THE FOLLOWING:

(I) DETERMINE THE OVERALL BUDGET AND MISSION OF THE COMMISSION;

(II) MAINTAIN AND IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF OPERATIONS;

(III) DETERMINE THE SERVICES TO BE RENDERED AND THE OPERATIONS TO BE PERFORMED;

(IV) DETERMINE THE LOCATION OF FACILITIES AND THE OVERALL ORGANIZATIONAL STRUCTURE, METHODS, PROCESSES, MEANS, JOB CLASSIFICATIONS, AND PERSONNEL BY WHICH OPERATIONS ARE TO BE CONDUCTED;

(V) DIRECT AND SUPERVISE EMPLOYEES;