

CITY OF TAKOMA PARK, MARYLAND
Special Session and Public Hearing of the Mayor and City Council
WEDNESDAY, October 22, 1986
8:00 PM

AGENDA

CALL TO ORDER: Mayor Del Giudice
ROLL CALL: Councilmember Bradley
 Councilmember d'Eustachio
 Councilmember Haney
 Councilmember Iddings
 Councilmember Levy
 Councilmember Sharp
 Councilmember Williams

SPECIAL SESSION OF THE MAYOR AND CITY COUNCIL

- (1) Proposed Resolutions pertaining to the transfer of Montgomery County Cable Television Franchise
 Citizens comments
 Council action
- (2) First Reading of an ordinance adjusting employee pay periods
 Citizens comments
 First Reading

PUBLIC HEARING

- (1) Discussion of Proposed Collective Bargaining Ordinance
 Citizens comments

ADJOURN

REMINDERS: Monday, October 27 -- Regular Council Meeting
Monday, November 3 -- Council Worksession
Monday, November 10 -- Regular Council Meeting

THE CITY OF TAKOMA PARK, MARYLAND

Special Session of the Mayor and City Council
and
Public Hearing re Collective Bargaining Ordinance
October 22, 1986

CITY OFFICIALS PRESENT:

Mayor Del Giudice	City Administrator Wilson
Councilmember Bradley	Asst. City Administrator Habada
Councilmember d'Eustachio	Interim Cable Coordinator Smith
Councilmember Haney	Acting Corporation Counsel Silber
Councilmember Iddings	
Councilmember Levy	
Councilmember Sharp	
Councilmember Williams	

ABSENT: Councilmember Williams

The Mayor and Council convened at 8:15 P.M. on Wednesday, October 22, 1986 in the Council Chamber, 7500 Maple Avenue, Takoma Park, Maryland.

SPECIAL SESSION

(1) Proposed Resolutions pertaining to the transfer of Montgomery County Cable Television Franchise.

Interim Cable Coordinator Robert Smith summarized his memorandum on the subject, stating that negotiations with all involved parties had been pretty well concluded; the City's situation had been improved to a certain extent over the previous agreement -- it will receive better, more reliable services for residents and will receive more money for the City Cable Office. He said, overall, he was pleased with the way the situation had turned out. He recommended that approval be extended to the transfer of the franchise from Tribune-United to Hauser Communications, also known as Montgomery County Limited Partnership. Additionally, he recommended that the City release the county, Tribune-United, and Hauser from any liability stemming from the situation. Councilmember Sharp inquired what had altered Mr. Smith's initial opposition to agreeing with what was proposed; Mr. Smith responded that the County Council had passed the FY 1987 Cable Plan which would provide benefits to the City and fulfill prior promises made, and also the County Executive and others had made some concessions.

Adele Bunoski, Chair of City Cable Board: said the board had been following the situation, had reviewed the resolutions being presented; said the vote of the Cable Board was unanimously in favor of recommending approval of the cable franchise transfer to Hauser/MCLP.

Councilmember Bradley moved passage of the resolution expressing approval of the transfer of the cable franchise, duly seconded by Councilmember Haney. The Mayor pointed out the need to approve the amendments to the franchise agreement, addressed in a second resolution, prior to voting approval of the transfer of the agreement. Councilmember Bradley and the seconder of the motion concurred with the motion being altered to approve the resolution addressing amendments to the agreement.

Councilmember Bradley spoke concerning the amendments addressing problems with VCR's, cable ready televisions, etc., which she said Hauser was promising would be resolved. The Mayor noted an amendment added by the County Council which would prohibit transmission of obscene cable services by the franchisee on channels subject to its editorial control. Mr. Smith noted that, to his knowledge, the franchisee did not actually have editorial control over many of the channels. The resolution was passed by unanimous vote.

RESOLUTION #1986-69
(attached)

Councilmember Levy moved passage of the resolution approving transfer of the cable franchise, duly seconded by Councilmember Haney. Councilmember Bradley spoke concerning the history of cable in the city; said while the agreement was perhaps improved, it was still imperfect and she believed there would be problems along the way -- for instance, the impending drastic increase in monthly charges for cable service had not been addressed (she noted, however, those were being deregulated at the national level). She said, despite possible other options, at the present point in time it

was probably most rational to go along with the county and allow them to administer the agreement; said she would support the resolution. Mr. Smith pointed out the franchise was non-exclusive, would not close out the City's other options; said there had been some discussion of the City perhaps wanting at a future time to invite in a competing franchise, however, would not recommend that at the present time. The Mayor made note of the tremendous efforts Interim Cable Coordinator Smith, and others, had invested in the issue; he said Mr. Smith had done a very good job of assisting the City and handling the matter. The resolution was passed by unanimous vote.

RESOLUTION #1986-68
(attached)

(2) First Reading of an ordinance adjusting employee pay periods.

Councilmember Sharp moved acceptance for first reading, duly seconded by Councilmember Iddings. Asst. City Administrator Habada related that the ordinance would change pay practice back to the system existing prior to approximately 1975, when one week's pay was held back a week. She said the change would allow the City to maintain better records on overtime worked for the hours and days actually worked; she said the change was an administrative preference for the sake of facilitating correct pay and record keeping. Councilmember d'Eustachio noted the hardship that the withholding of 5 days' pay would create for employees and inquired whether there were some way of softening that blow, such as making an advance of money and then taking it out of pay over a period of a couple of months. Ms. Habada stated that what was planned was to pay out in October the 10% on old leave accrual and also the retroactive merit/longevity increases, which would somewhat alleviate the problem for some employees. For those who would not be eligible for either or both of the aforementioned, she said the discussion at worksession was to administratively deal with individual cases, making advances where necessary and deducting the amount over a period of months.

Police Sgt. Jim Rosenthal: noted this issue was first raised last April; said employees would be hurt by this change, that while the payscale was based on 26 pay periods for 52 weeks, employees would only be paid for 51 weeks this year; he said while the retroactive merit/longevity would help lessen the impact on some, it was money that had, in fact, been earned on the given pay scale. He pointed out crossing guards, whom he supervises, would not receive any 10% payment for old leave accrual because they do not get leave other than sick leave, so would be severely impacted by the loss of a week's pay. He concurred that the change might facilitate bookkeeping, but said he did not believe it fair that any employee should lose a week's pay in any given year to accommodate the bookkeeping system. He said he had not experienced any problem with appropriate pay for overtime hours worked under the present pay system. In response to query from Councilmember Levy, he said a number of alternative suggestions were offered, i.e., 1) that a week's pay be withheld on new employees when they first come to work for the City (through attrition the new system would eventually predominate); 2) that the City buy back 40 hours of leave from those employees having a sufficient amount to facilitate putting the new system into effect and thus not impact those employees' pay checks. The Mayor pointed out that Sgt. Rosenthal's first suggestion would probably require having two different sets of records on employees (the old and the new) and create significant accounting problems. Councilmember d'Eustachio inquired whether the City had any provision to pay employees for unused leave, to which Ms. Habada responded it did not at present. She said that she was not sure that approach would alleviate the situation anyway because it would most likely apply to those persons who will be getting additional monies for the old leave accrual and merit/longevity, and would not be effective across the board -- everyone would not have sufficient annual leave to give up 40 hours for reimbursement. Councilmember Bradley commented that other local governments for which she had worked did have the holdback of a week's pay; said Takoma Park must not be the first jurisdiction where a change has been required, and asked whether it had been ascertained how they made the transition. Ms. Habada stated it was her understanding that Montgomery County, when they made the transition, paid employees for the week, however, said they probably have more money than the City, which might have a problem putting out that amount for transition purposes. Mr. Wilson noted the City of Gaithersburg just held back the week's pay. Councilmember Levy commented that the method of payment being

suggested appeared to be more efficient; she inquired whether new employees were advised this would be forthcoming. Ms. Habada said they probably were not. Ms. Levy said those persons should probably be considered as hardship cases and exceptions made as discussed in the worksession so they could meet their pressing requirements. In response to query as to why any change was ever made in the system, Mr. Wilson stated that up until 1969, the annual ordinance setting the tax rate and approving the budget had a section that specifically stipulated that the City Treasurer should maintain the records on a biweekly basis and pay salaries in that manner and that those salaries be paid 5 days thereafter. He said the last time that statement was reflected in the annual ordinances was in FY 1970; in 1971, the statement was changed to read that the salaries would be paid in accordance with past practice. He said sometime along the line between 1971 and the present, someone changed past practice. The Mayor commented that if that had occurred, it was possible that at the time of that change, the City paid out an extra week to employees. Mr. Wilson concurred that was entirely possible, remarked on some confusion in the pay system concerning longterm accumulation of an extra day when he first came to work for the City.

Sgt. Rosenthal reiterated that no one was disputing the need for the City to change its record keeping, that an accurate and up to date system was required, but said City employees should not have to suffer or be penalized in the process -- should not have to lose the 40 hours pay this year. Councilmember Iddings stated he disagreed with the unfair characterization of the City taking away a week's pay from employees, pointed out that employees would be paid the same amount but a week later than was previously the case. He said there were a number of reasons, both administrative and legal, why it was necessary to make this change. Mr. Wilson spoke, explaining and clarifying the change and its essential effects on employees and their pay. Councilmember Sharp expressed concurrence with Mr. Iddings' remarks; he pointed out that, as a federal government employee, he would be paid on October 23 for the pay period that ended on October 11 -- noted that was almost a 2 week delay and said the City should be commended for being able to keep the delay down to a week.

Mary Salb, Crossing Guard: stated that for the past two years, Crossing Guards have not been reimbursed for the last three days of the school year that they work, purportedly because of the calendar year -- she asked why that was the case. Following brief discussion, Councilmember Iddings stated that if guards were not paid for three days, that was in error and would be straightened out. Sgt. Rosenthal, who supervises the Crossing Guards, stated that the situation was explained to the Crossing Guards the same way it was explained to him by the Accounting Department, i.e., that (x) amount of money was appropriated to pay guards for their duty from the first to the last day of the school year. During that scheduled school year, there are a certain number of days for which they are paid but not required to report for duty because school is not in session -- e.g., holidays, snow days, etc. -- thus, if they work a few extra days beyond their last pay day at the end of the school year, they are essentially making up days for which they already received pay. Councilmember Levy commented it would appear that Crossing Guards did not have any sort of contract that they agree to in advance, and said that might be a good idea in order to avoid confusion and clarify the conditions of employment. The ordinance was accepted for first reading by unanimous vote.

ORDINANCE #1986-
(attached)

Councilmember Bradley commented that if the ordinance were adopted and there were any employees who would truly suffer hardship from the transition, she would ask that the Mayor and Council be advised through the City Administrator. The Mayor suggested that the City Administrator be granted the administrative discretion to work out with those employees, on a case by case basis, the approach that would be least harmful to their situation. Mr. Wilson commented his suggestion would be to give advances, where necessary, against future pay and take a given amount out of each pay check until it was reimbursed.

PUBLIC HEARING

(1) Discussion of Proposed Collective Bargaining Ordinance.

The Mayor noted there had been two special meetings/worksessions open to

the public to date for the purpose of discussing policy issues and examining the proposed ordinance. He noted the elected officials had not yet completed their review of the document and said he anticipated that would be done at the next worksession, with the possibility of some additional special meetings to be set up on Wednesday evenings. He said the purpose of the present meeting was, hopefully, to get input from employees as to how the City's ordinance should be structured. Particularly, he said, officials would want to know how employees thought the bargaining units should be structured.

Acting Corporation Counsel Silber summarized the proposed ordinance, noting that it was felt that the City would run best if there were a way in which the employees could be a part of and participate in the process which sets policies by which they, as employees, are governed and how their terms and conditions of work are handled. She said the intent of the proposed ordinance was to set up the possibility of collective bargaining between a recognized employee organization and the City government; she noted that under state law, it was illegal for a city government to enter into such bargaining contracts without first establishing a legislative framework for so doing. She noted some items marked with an asterisk in the ordinance which she said it was felt presented policy questions needing to be addressed. She enumerated and briefly explained the major provisions of the proposed legislation, in conclusion stating that the law attempts to form a marriage of the concepts of civil service merit protection requiring that employees be treated only according to job-related and merit considerations in the way that they are dealt with by City government, and that procedures exist by ordinance for grievances to be aired, and the concept that some rights and obligations of employment should be negotiable between employee organizations and the City government. She pointed out that the proposed legislation being presented was not ready for enactment, was a rough draft open for discussion and alteration.

Police Sgt. Rosenthal: commented the proposed ordinance was interesting in that it could require the City to do business with a company, i.e., a labor union -- said he had not seen any provision in the ordinance requiring that any labor union representing employees furnish nuclear free certification -- asked whether that omission would violate the spirit of the City's nuclear free zone ordinance. Councilmember Iddings commented that workers who produce nuclear weapons are totally exploited and in need of the strongest possible unions; said it would be commendable for City employees to support such unions to add to their strength so that they could better organize those aforementioned workers needing representation. Sgt. Rosenthal referred to some instances wherein unions had made decisions on behalf of employees resulting in those employees ending up out of work; he said he did not see any provision in the ordinance protecting employees in that regard, i.e., in the event the City found itself in a financial bind, requiring the union to go back to employees before making a negotiated decision which could cost employees their jobs -- or cause the City to go into bankruptcy.

Councilmember d'Eustachio pointed out that on page 12, provision was made that even after going through the process of arbitration, the arbitrator's findings would go before the Council for approval or disapproval and employees cannot retaliate by striking, which, in effect, makes the ordinance as currently written very strongly pro-management. In the course of ensuing dialogue concerning binding arbitration, Councilmember Sharp noted that Corporation Counsel's advice on that issue was that it would require a Charter change in order to be legally permissible. Attorney Silber commented that one of the policy changes made in the draft ordinance was in order to draw up legislation that would be enforceable under the present Charter, which contains some very specific restraints. She said if Council chose to go beyond what is permitted under the present Charter, a revision thereto would be required -- and one of those things would be to allow the Council to be bound by budgetary decisions made through binding arbitration.

Sgt. Rosenthal related that he had formerly been a member of several unions, however, by choice, that was no longer the case. He said he had observed fellow employees at Safeway and other places actually lose work hours or their jobs because health and welfare benefit packages arbitrated by the union cost the employer so much that they had to make a decision how to maintain union benefits without going in the hole financially. He said those benefits appeared to him at times to be extremely inflated. He said

he admittedly had a big problem with unions personally. He said he feared if the union were allowed to come in, unless the City had some very sharp legal advice, it could end up in a great deal of trouble in the future; said in recent times he had seen unionism destroy a lot more often that it did in the past and thought it appeared to be progressing in that manner from what he read in the newspapers.

Ben Elliott: presented a letter to the Council and stated that he was one of the 49 trade unionist/City resident signers of the document. He said his group was very pleased the Council was considering the ordinance on collective bargaining for City employees; said it was felt it would be an advance for everyone concerned, including the City, the administration, the employees and the public. He pointed out the letter contained 6 principles upon which his group felt any good collective bargaining agreement should be based, i.e., 1) recognition based upon uncoerced majority sentiment; 2) that there be 3 City bargaining units including public safety, managerial/supervisory/confidential, and all other than the aforementioned; 3) the widest possible scope of bargaining within the norms of public employee bargaining units in Maryland; 4) the right to strike for non public safety employees, as well as binding arbitration for all bargaining units (he opined that any arbitration that was not binding would be a false promise, would prove meaningless in the final analysis); 5) non-interference by the City in internal affairs of City employee unions; and 6) agency shops if approved by the majority of the bargaining unit members. He noted that the letter signers' union affiliations were noted for identification purposes only, did not indicate that those unions per se in any way supported the ideas put forth in the document. Concerning Mr. Elliott's remarks about non-interference by the City in internal affairs of employees unions, Councilmember Sharp noted the draft ordinance contained a section entitled Members' Bill of Rights, Internal Employees Organization Democracy which attempted to establish certain principles of how the organization must operate to be able to be a valid organization in Takoma Park -- he inquired whether Mr. Elliott and other signers of the letter would oppose that section of the ordinance. Mr. Elliott responded in the affirmative, stating he felt any signer of the letter would be opposed to such provision in the ordinance; he explained that they would not be opposed to the principles enunciated therein and would hope that any trade union would further those, however, did oppose that sort of involvement in internal affairs of unions on the part of the City or the Council -- felt it to be inappropriate. Councilmember Iddings commented the City would be setting itself up in the role of judging a union's internal practices, and that sort of judgment could itself be an issue. Councilmember Sharp inquired in what way employees would benefit by having a union, and in what way the City would benefit by the employees being represented by a union. The Mayor noted that was rather a broad question; Mr. Elliott stated he would defer to any state employee wishing to respond, or alternatively, an answer could be deferred until such time as employees are organized in such a way that they can present their own case in an organized fashion -- said at that time, the benefits of collective bargaining could be seen by all involved.

The Mayor reiterated that provision for binding arbitration would be a more lengthy process because of the need for Charter revision, however, if the decision was to go that route, he hoped it could be accomplished in a speedy manner. Mr. Elliott commented he had not been personally aware of that, however, thought those who signed the letter would favor doing whatever was necessary to provide true binding arbitration. Mayor Del Giudice commented he, and probably some Councilmembers, were confident that had there been more time, there were probably many others in the City who would have willingly signed the letter presented; in light of that, he asked whether it would not be rather perilous for a Mayor and Council not to go along with something that was the result of arbitration -- he said obviously that line of thought was partly political, but wondered whether there was a real need for binding arbitration as a provision. Mr. Elliott responded in the affirmative; said he felt there was such a need. Councilmember Bradley inquired whether there would be any benefit to adopting the ordinance without provision for binding arbitration and later amending it, after the Charter change was accomplished, to include that provision. Mr. Elliott conceded that might be an appropriate way to proceed. He noted that most unions do not have binding arbitration as a means to settle disputes, however, said that is frequently a provision in contracts affecting state, county and municipal employees -- and also federal employees. Thus, he said, that provision is not a requirement -- disputes could be

settled by strikes, walkouts, or other means used in the private sector; however, said he felt if provision were made for arbitration at all, then the arbitration should be binding -- should not be merely advisory or fact-finding. Attorney Silber pointed out there were 2 types of arbitration provided for in the ordinance -- said there was binding grievance arbitration as a permissible contract provision -- the other question which has been focussed upon was interest arbitration, which is when there is an impasse in collective bargaining -- and which would require a Charter change to be legally permissible. She said she felt the arbitration provided for in the draft ordinance was something more than advisory or fact-finding in that there would be a recommended decision which Council could either approve or disapprove -- and if they disapproved, unilateral terms were not imposed, but the issue would go back to the bargaining table and Council would be obligated to furnish some guidance and tell those involved in the bargaining what their problems were with the recommendation presented. She commented on other model ordinances she had looked at in the process of drafting the one presented; said it was important to her to see an ordinance for the City that works and yet recognizes the best principles of the labor movement and employees' rights. She said she appreciated the 6 principles enumerated by Mr. Elliott and did not disagree with any of them; said the Bill of Rights section purposely did not set forth any management intervention -- simply set out principles -- and did not set out any enforcement machinery, which she said might be a weakness. The Mayor inquired whether the ordinance could be written in such a way that if any question were raised about the section under discussion, it would have to be raised by employees (rather than management) and referred outside the City government for resolution. Ms. Silber responded in the affirmative, and said she would examine setting up a mechanism that would prohibit management involvement, perhaps employee resolution of internal grievances or outside resolution of such grievances. She said she would not be comfortable with deleting the statement of those principles (the Bill of Rights section) from the legislation.

Thomas Morris, City employee: said he was confused as to why the Charter would allow binding arbitration of a grievance, but not of a collective bargaining impasse; was also confused about the definition of a confidential employee -- thought the definition, as written, would apply to almost everyone employed by the City. Ms. Silber explained that a grievance deals with a specific employee or group of employees concerned, and the resolution of that is easily accomplished within the confines of the present Charter. She said, however, the part the Charter does not allow is the limiting/restricting of the options of the Council as they enact the City budget, and interest arbitration would affect, in this city, 80% of the budget. She said the definition of a confidential employee was actually very narrow -- would encompass, basically, only executive secretaries to heads of departments and their deputies -- the vast number of rank and file employees would not be affected at all. She pointed out there would be a conflict of interest for an individual who had to both keep confidences for a boss and be part of a bargaining unit that might be at odds with the boss; thus, the provision for that type of employee, in order to protect them from that sort of schizophrenia.

Jordan Barab, City resident, AFSCME employee and signatory of the letter: stated a union is elected by its members, is a democratic institution subject to decisions of its members. He said all unions have their own bill of rights similar to what is set forth in the draft legislation; he said what union members object to, primarily, is putting those specifics in the legislation -- partly because of its redundancy, and also because in some particulars, but not in principle, it may contrast with the bill of rights already contained in a union's constitution. In response to some of Sgt. Rosenthal's comments, he read from AFSCME's constitution regarding how a union makes its decisions about contracts and negotiating policies; therein, members' rights concerning acceptance or rejection of collective bargaining contracts, memoranda of understanding, and other agreements affecting wages, hours, or any other terms or conditions of employment were specifically set forth -- those included an equal right to vote on the aforementioned, and the fact that each vote cast would be of equal weight. He spoke briefly concerning health and safety (his field of endeavor with AFSCME) as related to contracts; in conclusion, stating he felt the proposed ordinance was essentially a good piece of legislation with a few problems that had been noted, e.g., arbitration, etc.; he emphasized that the law should be passed as expeditiously as possible so that the

organizing campaign could proceed. The Mayor commented there was a union, which he would not identify by name, which had gotten involved in organizing police and which he had reason to believe did not recognize democratic principles. He said that caused some concern and the feeling that, because of that, there was need for the section in the ordinance setting forth those principles as a protection against that possibility -- particularly if City police were a separate unit. He said it was his understanding from AFSCME representatives that they probably would not represent police. Mr. Barab commented that during organizing campaigns, most unions distribute a lot of literature, and that generally addresses their constitution; said he would hope, additionally, that employees would talk to members of other unions, ask questions, and ascertain for themselves what is in the constitution of various unions and what their procedures are, including how well democratic principles are followed, and would take all of that into account when they vote, if there is more than one union competing. Councilmember Iddings noted Mr. Barab's comment that he would wish Council to proceed expeditiously on the legislation, however, reminded that amending the Charter to allow for binding arbitration would tack on an approximate 70 day delay; Mr. Barab responded there were probably various options that could be taken. Mr. Iddings expressed his support for amending the Charter so that issues related to collective bargaining could be addressed and said he had been requesting that be placed on the agenda so the process could begin, but said timing would have to be a consideration and any input on that from Mr. Barab or other signatories of the letter would be valuable. Mr. Barab replied that he and the others who signed the letter were stressing expediency at this point in time.

Fred Finestein, Counsel to Labor Subcommittee, U.S. House of Representatives: noted he is a resident of the City; said the entire process was very encouraging to the signers of the letter in that interested parties were being permitted to offer input on the proposed legislation. He commented it is very frustrating to attempt to make labor laws reflect the concerns of the working people, however, anticipated that the City's process would be quite different; related that the signers of the letter only got together a couple of nights prior to discuss the issue and put the document together; said, given a few more days, there could probably be hundreds of signatures to the letter rather than 49 -- was very optimistic about the process and anticipated that the result would be model legislation and a model system of employee relationships. He commended Attorney Silber for the work she had done on the proposed ordinance; said he thought she had done a very thorough job in presenting all the issues and, particularly, in notating the key issues needing to be addressed. He remarked that the problem of unions coming in that do not operate under democratic principles was really the problem of employees, and it was the responsibility of employees to ensure that did not happen. He said that beyond the issue of non-interference by the City in internal affairs of unions, the two issues that would have to be addressed were binding arbitration and the right to strike; said he saw no bar to the City having legislation that would allow non public safety employees the fundamental right to strike -- said that was the backbone of a sound labor management system and should exist, as should binding arbitration. He said he, too, would support moving expeditiously on the legislation, not getting sidetracked -- thought it most important to get the ordinance in place quickly and then, if necessary, amend the Charter to make necessary adjustments -- did not think the need for Charter change should be allowed to derail the process.

Michael Cohen, 10A Manor Circle: referred to a prior statement that it would take approximately 70 days to effect a Charter change that would allow for binding arbitration -- said without provision for binding arbitration, he thought the City was buying into a real can of worms with the legislation as written because there was no solution provided in the event of an impasse, lacking the right to strike for employees. He said when one side has all the power and the other side has, basically, none, you do not really have a union agreement. He said he felt the Mayor and Council should hold off on taking action until and unless provision were made for binding arbitration and/or the right to strike. The Mayor commented that Mr. Cohen's point was well taken, however, in the event of a bargaining impasse under the legislation as written, the matter did not end but had to go back to the bargaining table. Mr. Cohen opined that would not be very workable, would create a lot of problems.

Attorney Silber commented that the language in the proposed ordinance

prohibiting employees from going on strike was not her language -- was extracted from draft model legislation presented by AFSCME. She said she had anguished over that point, however, had researched it and found there was no right to strike under Maryland law and according to federal and state courts. She said that right was one which is given by any governmental entity to its workers and a number do so; she pointed out there are also a number of options in between a total prohibition and a total grant, and she would look into those.

Clarence Boatman: said while he was not totally opposed to labor unions, the thing that bothered him was the question of arbitration and mediation -- did not like to see people strike, thought there should be another way to resolve problems. He said he believed that generally labor problems were attributable to both the labor force and the management system, and hoped those situations could be worked out short of a strike, which would inconvenience citizens. He asked, if Council passed the collective bargaining ordinance and employees were not happy with it, what would happen. The Mayor responded that, if the ordinance were adopted, it would then be up to the employees to organize if they so desired; he said there was some support on the Council for proceeding with the legislation so it would be in place whether or not employees chose to organize at present.

Randy Barr, Financial & Organizational Consultant for labor unions, City resident: said it seemed clear to him the City needs the proposed legislation; however, commented that it would be a very strange situation for an employer to define who could or could not represent employees (as in the Bill of Rights contained in the legislation); said it should be left to the employees to decide for themselves who they wished to represent them. He addressed the section concerning the right to sue and suggested it should be reworded for the sake of clarification. Attorney Silber commented that she would welcome criticisms and suggested rewording for any questionable sections of the document, and asked that they be submitted in writing, if possible, to her office. Mr. Barr commented that allowing the Council to sit on a matter for 90 days and then, essentially, pocket veto it, was adding insult to injury; said he felt there should be binding arbitration and, short of having that, there should be the right to strike until the Charter change is accomplished which would allow binding arbitration. He said the Council should pass the legislation without delay.

Lance Compa, 7717 Garland Avenue: said his feeling was that Council should proceed quickly with adoption of a collective bargaining ordinance and thereafter move ahead with the Charter amendment that would allow for binding arbitration; he said nothing was more frustrating to employees wishing to organize than delay -- and it can cause problems for employers as well. He said that, speaking personally, he would not be opposed to adopting the ordinance and then waiting to see how it goes, whether there was a real need for binding arbitration and the right to strike or whether issues could be resolved without those provisions. He said he did support the right of public service employees to strike and would not be put out if that should happen and affect his city-provided services. He commented he felt it was wrong for the employer to be prescribing conditions related to the internal affairs or operations of an organization chosen by employees to represent them -- said that should be left to the employees to decide. He related he works for a union and works with a number of local unions -- and from his experience, thought any involvement in internal union affairs could generate a lot of problems for the Council. He said non-interference should also extend to organizing activities of employees; said management should be directed not to interfere in the decisions of employees as to whether or not they want a union to represent them -- and not to campaign against union representation. The Mayor commented that management, including all department heads and supervisors, had been so instructed, and employees had been encouraged to speak up and offer input on the issue. Councilmember Bradley commented on the questionable wisdom of waiting until a scenario where the need for binding arbitration was demonstrated; she said she felt it might be best to consider it apart from any issue being negotiated and make provision in advance of the need. Additionally, she inquired what period of time Mr. Compa considered to be optimum for an election to take place after initial certification -- she said mention had been made of both 60 and 30 days. Mr. Compa stated he felt 30 days was the ideal; said, however, often practical delays caused by employers are encountered. He said he thought the national average was 45 days, where there were not serious questions to be resolved -- said he thought the City

could accomplish one in 30 days if there were no serious questions about bargaining units. Attorney Silber interjected that it was her legal opinion that a Charter amendment would not be required to give employees the right to strike, but would be required to provide for binding arbitration. She said employees do have the right to organize, but do not at present have the right to bargain collectively. She said it would most definitely be deemed an unfair labor practice for management to take any role in the organizing process, other than setting up the legislative framework.

Kim Keller, 11 Pine Avenue, attorney for international unit of AFSCME: commended Ms. Silber's efforts in putting the proposed ordinance together, said it contained many good provisions and was a good model from which to work. She said there were a couple of areas that caused her concern, e.g., said it would be a useless provision and administratively unworkable for the local union to vote on a dues increase; said she thought the worst aspect was the provision for decertification of a union if employees went out on strike -- said that was unnecessarily harsh and inappropriate. Ms. Silber commented that provision was excerpted from the draft provided by AFSCME. Ms. Keller reiterated she would strongly disapprove of such a provision; she said it was her understanding that City employees had been working toward organizing for some time and urged that Council move ahead with the legislation without delay. The Mayor commented that the initial draft collective bargaining ordinance was presented to the Mayor and Council in August, just prior to their 3 week recess. In responding to query posed by Councilmember Iddings, Ms. Keller stated she felt dues should be mandatory for employees who are not union members but benefit from union representation; she said that is traditional and it guards against "freeloaders."

Calvin Avant, City employee: said without provision for binding arbitration or the right to strike, you didn't really have a union -- said it would be a waste of time and a waste of money. He said it would be a waste of his money and he would not support moving forward with the legislation without those provisions. He said if it took 6 months or a year to get it straight, he was in no hurry and that should be done -- no action should be taken until something was formulated that suited everyone.

David Prosten, 6625 Eastern Avenue: said he does a lot of work for unions; concerning the agency shop fee, he said over the years he had come to regard it as a sort of tax paid for services rendered -- said people who are represented by collective bargaining agents do benefit from what is negotiated whether they are union members or not -- thus, the fee is right and fair. He said he had had some experience with the union referred to earlier by the Mayor as being of some concern, and said he felt you do ultimately have to leave it to the employees to make their own decision -- he pointed out that particular union has a high rate of decertification by employees not pleased with the sort of representation received. He spoke in favor of moving forward, getting the ordinance in place and, if necessary, amending it later to meet specific needs.

Mayor Del Giudice commented that he thought the majority sentiment on the Council was that they would go with collective bargaining, however, pointed out there was the option of meet and confer. He said one option provided in the proposed ordinance was that the confidential employee unit be a meet and confer unit -- said he would be particularly interested in input on that matter. He thanked all those who had attended and offered input. Councilmember Levy remarked that she, herself, was a trade unionist, and fully supported the legislation. She thanked Mr. Avant for expressing his views and urged that all employees give feedback on the issue to the Council, particularly concerning binding arbitration and the right to strike. She said she personally supported the right to strike, however, was still in a quandary as to whether Council should move ahead with the legislation or await accomplishment of the Charter amendment that would allow for binding arbitration. She expressed thanks to all those citizens who had given of their time and efforts, and come out to speak concerning the process Council is trying to institute.

Councilmember Bradley commented she was generally supportive of the legislation, however, had questions about whether to move ahead or wait for the Charter amendment. She said she was inclined toward moving ahead with the ordinance and simultaneously initiating the process to accomplish the Charter change; she said she would still like to hear from additional

employees, some of whom may not yet feel comfortable with speaking up on the issue. She said she did not view the legislation as any threat to City government or the powers of Councilmembers. Brief dialogue ensued concerning the timetable for adoption of the ordinance; the Mayor stated it should be possible to iron out questionable areas and do so by the end of November.

Judy Barrett, City employee: spoke in favor of adopting the proposed legislation as quickly as possible; pointed out that, contrary to Mr. Avant's comments, adoption of the ordinance did not bind any employee to union membership until such time as an election was held; said it would only afford employees the right to vote on whether or not they wish to be represented by a union.

Thomas Morris, City employee: inquired whether it would be possible to adopt the ordinance and include in it language allowing for binding arbitration with the proviso that the Charter amendment would be accomplished. The Mayor responded that so doing would create a legal problem -- that the Council would be passing legislation in conflict with the Charter. Attorney Silber commented she, too, would advise against such a course; said it would make the entire ordinance vulnerable to lawsuit and attack; said her suggestion would be to get a constitutional ordinance in place and at the same time proceed with initiating a Charter amendment. Councilmember Bradley remarked that, while she could not imagine it occurring, an impediment to the process could be that by petition citizens could cause a proposed Charter change to have to go to referendum.

ORDINANCE #1986-
(attached)

Upon motion, duly seconded, the Special Session/Public Hearing adjourned at 10:45 P.M.

RESOLUTION NO. 1986-68

A RESOLUTION APPROVING THE TRANSFER OF CABLE COMMUNICATIONS FRANCHISE

WHEREAS, the City of Takoma Park is a co-franchiser of the Montgomery County cable communications system; AND

WHEREAS, Tribune-United Cable of Montgomery County (Tribune-United) has proposed to transfer the Montgomery County cable communications system to Montgomery Cablevision Limited Partnership (MCLP); AND

WHEREAS, the stock to TCCI Holding Company, Inc. (Holding), the parent company of Tribune Company of Maryland, Inc. (Tribune-Maryland) will be transferred to MCLP pursuant to a Stock Purchaser Agreement dated January 27, 1986, as amended, thus effectuating a change of control of the present franchisee. Thereafter, Holding and Tribune-Maryland may be liquidated and their assets, including the Montgomery County cable communications franchise, will be held directly by MCLP; AND

WHEREAS, on July 15, 1986, the County Executive signed a Settlement Agreement with Tribune-United, Tribune-Maryland, Tribune Cable Communications, Inc., and Tribune Company (collectively "the Tribune Entities"), among others, which provides for settlement of all outstanding disputes between the County and the Tribune Entities, proposes certain amendments to the cable communications franchise agreement, and proposes transfer of control of the franchise to MCLP; AND

WHEREAS, a public forum was held on July 31, 1986 by the Cable Communications Advisory Committee on the proposed amendments to the cable communications franchise agreement and the proposed transfer; AND

WHEREAS, a public hearing was held on August 14, 1986 by the County Executive's hearing officer. Testimony at the hearing supported the proposed modifications to the cable communications franchise agreement and the proposed transfer; AND

WHEREAS, the hearing officer in a report dated September 11, 1986 recommended to the County Executive that the proposed modifications and transfer be approved; AND

WHEREAS, on September 16, 1986, the County Executive transmitted to the County Council his recommendations for approval of the amendments to the cable communications franchise agreement, as modified in response to public hearing testimony, and the proposed transfer of the cable television system; AND

WHEREAS, on September 25, 1986 the Montgomery County Council adopted Resolution 10-2184 approving the transfer of the Montgomery County Cable Communications Franchise; AND

WHEREAS, a public hearing was held on September 22, 1986 by the Mayor and Council of the City of Takoma Park on the proposed amendments to the cable communications franchise agreement and the proposed transfer; AND

WHEREAS, as a result of negotiations between the co-franchiser municipalities and the County Executive, who administers the cable franchise on behalf of co-franchiser municipalities, including the City of Takoma Park, the County Executive has agreed to certain terms and conditions as reflected in the County Executive's letter of October 10, 1986 and in the Cable Communications Plan, which was adopted by the County Council on October 14, 1986, both of which are attached hereto respectively as Exhibit A and B; AND

WHEREAS, as a result of negotiations between MCLP and the Montgomery County Chapter of the Maryland Municipal League (MML), MCLP has agreed to certain terms and conditions, as reflected in the agreement dated October 20, 1986, a copy of which is attached hereto as Exhibit C; AND

WHEREAS, the Mayor and Council of the City of Takoma Park consider the terms and conditions agreed to by the County Executive and MCLP to be inter-related with the proposed amendments to the Cable Communications Franchise Agreement; AND

WHEREAS, based upon the commitments set forth in Exhibits A, B, and C as well as the terms and conditions of the settlement agreement, the franchise agreement as amended and the county/municipality agreement executed at the time of the grant of the original franchise, the Mayor and Council of the City of Takoma Park find that it is in the best interests of the residents of the City to continue to participate as a co-franchiser in the Montgomery County cable communications system and to permit the proposed transfer of the franchise.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Takoma Park that the Mayor and Council approve the transfer of control of Holding and Tribune-Maryland to MCLP, which transfer of control constitutes a transfer of the franchise. This approval shall permit a subsequent one time transfer of the franchise directly to MCLP, provided there is not change in more than five percent (5%) of the ownership or controlling interest of MCLP and/or its general partner, Montgomery Cablevision Corporation, at the time of such transfer, and the Mayor of the City of Takoma Park is hereby authorized and directed to execute such documents as may be necessary to effectuate the aforesaid transfers, to include execution of releases from liability to Tribune Entities, to Hauser Entities, and to United Cable Television Management Company.

I DO HEREBY CERTIFY that the foregoing Resolution, No. 1986-68, was adopted by the Mayor and Council of the City of Takoma Park on the 22nd of October, 1986.

James S. Wilson, Jr.
City Administrator

CITY
SEAL

RESOLUTION NO. 1986-69

A RESOLUTION APPROVING AMENDMENTS TO CABLE COMMUNICATIONS FRANCHISE AGREEMENT
DATED MAY 25, 1983.

- WHEREAS, the City of Takoma Park is a co-franchiser of the Montgomery County cable communications system; AND
- WHEREAS, Tribune-United Cable of Montgomery County (Tribune-United) has proposed to transfer the Montgomery County cable communications system to Montgomery Cablevision Limited Partnership (MCLP); AND
- WHEREAS, the stock to TCCI Holding Company, Inc. (Holding), the parent company of Tribune Company of Maryland, Inc. (Tribune-Maryland) will be transferred to MCLP pursuant to a Stock Purchaser Agreement dated January 27, 1986, as amended, thus effectuating a change of control of the present franchisee. Thereafter, Holding and Tribune-Maryland may be liquidated and their assets, including the Montgomery County cable communications franchise, will be held directly by MCLP; AND
- WHEREAS, on July 15, 1986, the County Executive signed a Settlement Agreement with Tribune-United, Tribune-Maryland, Tribune Cable Communications, Inc., and Tribune Company (collectively "the Tribune Entities"), among others, which provides for settlement of all outstanding disputes between the County and the Tribune Entities, proposes certain amendments to the cable communications franchise agreement, and proposes transfer of control of the franchise to MCLP; AND
- WHEREAS, a public hearing was held on July 31, 1986 by the Cable Communications Advisory Committee on the proposed amendments to the cable communications franchise agreement and the proposed transfer; AND
- WHEREAS, a public hearing was held on August 14, 1986 by the County Executive's hearing officer. Testimony at the hearing supported the proposed modifications to the cable communications franchise agreement and the proposed transfer; AND
- WHEREAS, the hearing officer in a report dated September 11, 1986 recommended to the County Executive that the proposed modifications and transfer be approved; AND
- WHEREAS, on September 16, 1986, the County Executive transmitted to the County Council his recommendations for approval of the amendments to the cable communications franchise agreement, as modified in response to public hearing testimony, and the proposed transfer of the cable television system; AND
- WHEREAS, on September 25, 1986 the Montgomery County Council adopted Resolution 10-2183 approving certain amendments to the Cable Communications Franchise Agreement; AND

WHEREAS, a public hearing was held on September 22, 1986 by the Mayor and Council of the City of Takoma Park on the proposed amendments to the cable communications franchise agreement and the proposed transfer; AND

WHEREAS, as a result of negotiations between the co-franchiser municipalities and the County Executive, who administers the cable franchise on behalf of co-franchiser municipalities, including the City of Takoma Park, the County Executive has agreed to certain terms and conditions as reflected in the County Executive's letter of October 10, 1986 and in the Cable Communications Plan, which was adopted by the County Council on October 14, 1986, both of which are attached hereto respectively as Exhibit A and B; AND

WHEREAS, as a result of negotiations between MCLP and the Montgomery County Chapter of the Maryland Municipal League (MML), MCLP has agreed to certain terms and conditions, as reflected in the agreement dated October 20, 1986, a copy of which is attached hereto as Exhibit C; AND

WHEREAS, the Mayor and Council of the City of Takoma Park consider the terms and conditions agreed to by the County Executive and MCLP to be inter-related with the proposed amendments to the Cable Communications Franchise Agreement; AND

WHEREAS, based upon the commitments set forth in Exhibits A, B, and C as well as the terms and conditions of the settlement agreement, the franchise agreement as amended and the county/municipality agreement executed at the time of the grant of the original franchise, the Mayor and Council of the City of Takoma Park find that it is in the best interests of the residents of the City to continue to participate as a co-franchiser in the Montgomery County cable communications system and to consent to the proposed amendments to the Franchise Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Takoma Park that the Mayor and Council approve the proposed amendments to the cable communications franchise agreement approved by Resolution 10-2183 of the County Council for Montgomery County, Maryland, and the Mayor is hereby authorized and directed to execute such documents as may be necessary to amend the cable communications franchise agreement.

I DO HEREBY CERTIFY that the foregoing Resolution, No. 1986-69, was adopted by the Mayor and Council of the City of Takoma Park on the 22nd of October, 1986.

James S. Wilson, Jr.
City Administrator

CITY
SEAL



Montgomery County Government

ROCKVILLE, MARYLAND 20850

Charles W. Gilchrist
County Executive
(301) 251-2500
TTY 279-1083

October 10, 1986

Honorable Charles F. Stuart
President, Montgomery County Chapter
of the Maryland Municipal League
3710 Mitchell Street
Kensington, Maryland 20895

Dear Mayor Stuart:

My staff has kept me informed about the concerns of the League regarding the cable television settlement and transfer, and I appreciate the cooperation exhibited by all parties in resolving the various issues.

The role of the municipalities as co-franchisors with the County should be a mutually supportive one, and as administrator of the franchise, I believe it essential to our mutual partnership that the County staff consult with you regularly as to what is occurring within your localities.

Further, local community programming is an important element in the framework of maintaining the diversity of programming on the cable system. To the extent considered desirable by each municipality, we hope you will take advantage of the opportunity to communicate through the cable system to your residents about various municipal activities and issues. In this regard, I hope that you will consider the assistance that Montgomery Community Television (MCT) can offer you with equipment selection and maintenance, training, and cablecasting of notices and events.

To follow-up on the issues you have identified during the past two weeks, let me indicate my position on each:

1. Satellite Access Center

I understand that the use to date of the Holiday Park Access Center has not achieved the potential of a community access facility. I would like to see MCT consider relocating that access center to the Takoma Park/Silver Spring area. Consistent with this, I have included a stipulation in my October 2, 1986 Recommended FY87 Cable Plan that MCT complete a location study by February 3, 1987 for a community access center in the Takoma Park/Silver Spring area.

Honorable Charles F. Stuart
October 10, 1986

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2. Voting Representation for Municipalities on the MCT Board

As indicated in my October 8, 1986 letter to Judge Lozner, President of MCT, I support this measure.

3. Live Origination, Takoma Park

The cable company, my staff, and the Takoma Park City staff have agreed with the plan to accelerate completion of the upstream linkage from Takoma Park to the cable company's headend to two months from the Transfer Date instead of seven months.

In relation to this, we are committed to working closely with Takoma Park to ensure that the City will have the proper complement of playback equipment necessary to transmit the upstream signal.

4. Construction

a) Schedule

I have instructed my staff to make sure that each municipality receives a copy of not only the initial construction schedule, but also any updates as they occur. My staff will also confer periodically with the municipalities to provide status updates and discuss issues.

b) Multi-Family Units

Montgomery Cablevision is committed, both on record and in the franchise amendments, to wiring multi-family buildings concurrent with single-family homes. The Franchise Agreement requires Montgomery Cablevision to wire 13,200 multiple dwelling units per year (estimated at 1,100 units per month). The County's construction inspection team will monitor progress to assure that this obligation is being met.

5. New Video Equipment

a) Amount

Before the current amendments, the Franchise Agreement put a \$75,000 maximum on the amount of video equipment that Takoma Park and Rockville would receive (and, by parity, also MML). This restriction is now eliminated and additional funds will be recommended where needs warrant or where inflation has been a factor. I have already demonstrated this policy by recommending that Takoma Park receive an additional \$10,000 in FY 87 for necessary equipment.

Honorable Charles F. Stuart

October 10, 1986

Page Three

b) Title

The Settlement Agreement calls for Tribune-United to transfer title to community access equipment to the County or the County's designee. My policy is that the municipal equipment be titled to those local governments that have custody of it. Thus, title to video equipment currently used by Takoma Park and Rockville should be transferred to them. The Cable Office staff has already initiated the steps required to implement this title change.

6. Replacement Video Equipment

The former Franchise Agreement called for equipment maintenance and replacement of a total dollar value equal to the initial equipment. Thus, Takoma Park, Rockville, and the MML could have expected to receive no more than \$75,000 for each equipment maintenance and replacement over the life of the franchise.

I agree with the municipalities that this amount may not be sufficient to maintain a viable local programming operation over the remaining 12 years of the franchise. Under the proposed franchise amendment, the limitation is eliminated and I have recommended \$300,000 in the 1987 Cable Plan for this purpose (an estimated \$100,000 each for Rockville, Takoma Park, and the MML).

Additional funds for equipment maintenance will be provided as describe below.

7. Equipment Maintenance

I encourage cooperative arrangements between MCT and the municipalities to provide equipment maintenance services, and I have recommended in the FY87 Cable Plan that MCT undertake this activity based on municipal request and subject to municipal satisfaction. I support the municipalities' request of at least \$50,000 of maintenance service for Takoma Park, \$50,000 for Rockville, and \$50,000 for the MML over the remaining life of the franchise.

8. Channel Grouping

As indicated to you by my staff, the County has no legal ability to require a cable company to give specific channel assignments to channel operators.

However, we did amend the Franchise Agreement to require the following:

If the Franchisee decides to change the channel designations for PEG channels, it must provide six months notice to the County prior to doing so, and will reimburse the County and/or PEG users for any costs incurred for purchasing or modifying any equipment or for making logo changes necessitated by the channel designation changes.

I believe that this gives the County and the public, educational and government (PEG) channel users the maximum protection permissible under Federal law.

9. Franchise Fee Sharing

I understand that the MML wishes to change the franchise fee sharing arrangement from its current statutory formula to one that provides more money to the municipalities.

This formula is set in County law, not in the Franchise Agreement, and therefore is subject to the legislative process. Since this issue does not involve the Franchise Agreement or Montgomery Cablevision's credentials to construct and operate the cable system, further discussion of this issue should take place in the legislative arena separate from the proposed transfer.

10. Designated Municipal Liaison Person

As has been communicated to you, Mr. Greene expects to remain in his management role on the cable system for an indefinite period. Further, Kay Stevens in our cable office has been designated as your municipal liaison person. It is my hope that you will feel free to contact Kay Stevens or Alex Greene whenever any questions or concerns arise. Both are part of the County Executive/Chief Administrative Officer staff which ensures that issues are brought to the CAO's and my attention promptly.

11. Cable Plan Review

It has been the Cable Office's practice to circulate the draft Cable Plan to Takoma Park's, Rockville's, and MML's Cable Coordinators and to the municipal representatives on the Cable Communications Advisory Committee. At your request, I have directed the Cable staff to expand the review list to include each municipality that wishes to be involved.

Honorable Charles F. Stuart

October 10, 1986

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12. Eminent Domain

I understand that there is some concern about the meaning of the eminent domain clause in the County Code. This is an issue separate and apart from the franchise amendments and transfer, and I have directed the County Attorney's Office to include a clarification of this provision when they recommend other amendments to Chapter 8A (Cable Communications) of the County Code later in this fiscal year.

Besides these issues, which were brought to my attention as a result of your September 26, 1986 meeting with the Cable Office staff, let me reiterate those other municipal priorities identified by MML in February, 1986 that were addressed in our franchise negotiation process.

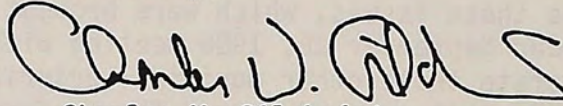
- 1) Three channels for the municipalities will be retained (Rockville, Takoma Park, and the Maryland Municipal League).
- 2) All municipalities will be within the Initial Service Area.
- 3) Free cable drops will still be provided to municipal buildings.
- 4) The cable company's headquarters will remain within the City of Rockville.
- 5) Live origination capability will be made available to those municipalities which desire to use it (except Poolesville, Barnesville, Brookeville, and Laytonsville) through use of the I-Net.

I believe that through the on-going discussions we have had with MML and the municipalities, we have productively examined the areas that are of concern to you. I would especially like to express my appreciation to Jane Lawton, as head of your Municipal Cable Committee, for the outstanding work she has done in concisely framing the issues and cooperating in reaching realistic solutions. I understand that you have designated her to serve as your representative on the Cable Communications Advisory Committee, and we very much look forward to her participation.

Honorable Charles F. Stuart
October 10, 1986
Page Six

I hope that this outline will serve as a useful guide to you in terms of my policy on cable television, and I hope that the League will support the prompt approval of the franchise amendments and transfer so that we can once again get on with cable construction and service delivery to our citizens.

Sincerely,



Charles W. Gilchrist
County Executive

CWG:mbw

- cc: Hon. Elizabeth H. Tolbert
- Hon. Frederick Press
- Hon. Ephraim Jacobs
- Hon. Frederick Kuster
- Hon. Charles W. Elgin
- Hon. A. Eugene Miller
- Hon. William A. Wildhack

- Hon. Richard Allan
- Hon. Judith DeLuca
- Hon. Laura Pratt
- Hon. Charles T. White
- Hon. Steven Van Grack
- Hon. Stephen Del Giudice
- Hon. Charles W. Challstrom

Resolution No. 10-2212

Introduced: October 14, 1986

Adopted: October 14, 1986

COUNTY COUNCIL
MONTGOMERY COUNTY, MARYLAND

By: County Council

SUBJECT: Adoption of Fiscal Year 1987 Cable Communications Plan for Montgomery County, Maryland

Background

1. Chapter 8A-11(m) of the Montgomery County Code provides that the Montgomery County Cable Communications Plan shall be proposed by the County Executive to the County Council at least annually;
2. According to Chapter 8A-11(m)(5), the Council may "disapprove or amend, in whole or in part, any plan or any amendment to the plan which is subject to County Council approval";
3. On June 26, 1986, the County Council passed a Continuing Resolution to the FY 86 Cable Communications Plan for the first quarter of FY 87;
4. A Settlement Agreement with Tribune-United was signed by the County Executive on July 15, 1986;
5. On August 14, 1986, the County Council passed a second Continuing Resolution to the FY 86 Cable Communications Plan for the second quarter of FY 87; and
6. On September 15, 1986, the County Executive submitted a revised FY 87 Cable Communications Plan, consistent with the Settlement Agreement, for Council action.

Action

The County Council for Montgomery County, Maryland approves the following Cable Communications Plan and specifies that cable communications grant resources and settlement funds shall be provided, expended, and used only in accordance with this adopted Plan.

General Provisions

1. Purpose and Effect: This Plan constitutes Franchisor's formal direction for the use of resources required to be provided under Section 31 of the Franchise Agreement between Montgomery County, Maryland and Montgomery Cablevision Limited Partnership and under the July 15, 1986 Settlement Agreement between Montgomery County, Tribune-United, and Hauser Communications Inc. Allocations in this fiscal year 1987 plan include only resources from grants and settlement funds, not franchise fee revenues. The latter shall, as a matter of law, be disposed of pursuant to the County budget process.
2. Spending Authority Under the Time Period Governed by this Plan: This 1987 Plan shall provide spending authority for fiscal year 1987 (July 1, 1986 to June 30, 1987). Resources that are not encumbered by June 30, 1987 shall be required to be re-allocated for use in a subsequent Plan.
3. Carryover: Resources required by the Franchise Agreement or the July 15, 1986 Settlement Agreement but not specifically allocated in this Plan for expenditure within the year in which required shall carry forward and be available to be allocated in future plans.
4. Future Fiscal Years: None of the estimates shown for any fiscal year after FY 87 reflects any commitment or decision by the County Council, and should not be taken as prejudicing any decision as to activities or allocations, either in absolute or relative amounts, of expenditures for the future years.
5. Management of Funds: All equipment, personnel, and other resources approved through the Cable Plan process for funding by grants from the Franchisee or from settlement funds shall be managed so that they are reasonably available to all users of the cable system and provide benefits to the subscribing public and the Franchisee. The determination of whether such benefits are being achieved shall be made by the County Executive and the County Council in connection with the Cable Plan process.
6. Selection of Equipment: Items of equipment costing in excess of \$50,000, and not otherwise the subject of a standing categorical approval, shall be reviewed by the Interagency Coordination Committee (ITCC) and approved by amendment to and incorporation into this Plan prior to purchase.
7. Affirmative Action and MFD Procurement Procedures: The Boards of Directors of both Montgomery Community Television, Inc. and NEXUS Educational Corporation shall adopt Affirmative Action Plans and MFD Procurement Procedures, taking into account both the requirements of the Franchise Agreement and the provisions of the Montgomery County Code.

CABLE COMMUNICATIONS PLAN BUDGET
(all numbers are in thousands)

SUMMARY TABLE

	<u>Montgomery Cablevision</u>						
	<u>Tribune-United</u>	<u>FY 87</u>	<u>FY 88</u>	<u>FY 89</u>	<u>FY 90</u>	<u>FY 91</u>	<u>FY 92</u>
<u>RESOURCES</u>							
Actual							
FY 86 & Prior							
Settlement Payments ----							
Principal		\$7,000	0	0	\$1,430	\$1,430	\$1,430
Interest (est.)		160	175	70	0	0	0
1.5% Grant		57	270	624	753	855	950
Subtotal		\$7,217	\$445	\$694	\$2,183	\$2,285	\$2,380
Carryover of Unspent Funds From Prior Year		0	\$3,450	\$1,422	\$20	\$54	\$103
TOTAL	\$3,112*	\$7,217	\$3,895	\$2,116	\$2,203	\$2,339	\$2,483
<u>EXPENDITURES</u>	\$3,112	\$3,767	\$2,473	\$2,096	\$2,149	\$2,236	\$2,327
<u>UNDESIGNATED RESERVE</u>	0	\$3,450	\$1,422	\$20	\$54	\$103	\$156

* This \$3.1 million is the amount received from Tribune-United from the total of over \$10 million in FY 84-86 franchise grant obligations.

DETAILED EXPENDITURE SCHEDULE
(all numbers in thousands)

	FY 86				FY 87				Cum. Amount Authorized	FY 88	FY 89	FY 90	FY 91	FY 92
	Actual Receipts From T-U FY 84	Actual Receipts From T-U FY 85	Approved Revised Budget FY 86	Actual Receipts From T-U FY 86	Balance Not Rec'd FY 86	Approved 1st & 2nd Qtr. Cont. Resolution FY 87	Co. Exec. 3rd & 4th Quarter Proposal FY 87	Council Allotment FY 87						
A. LOCAL PROGRAMMING														
1. Cable Company														
Salaries	37	155												
Oper. Expenses	26	59												
Equipment	6	115												
TOTAL	69	329												
2. Montgomery Community Television (MCT)														
a) Access														
Salaries		134(a)	672**	601	71(d)	435	603	1,038						
Oper. Expenses		140(a)	395**	266	129(d)	225	114	339						
Office Equipment		40(a)	100**	62	38(d)	20	20	20						
Construction			310(b)**	110	200(b)(c)	175		375(b)						
Subtotal		314(a)	1,477	1,039	438	835	737	1,772						
Equipment:														
Central Access Studio			778	0	778(c)			778						
Automated Playback			85	0	85(c)			85						
Access Centers			38	0	38(c)			38						
Video Graphics Design Ctr.			150	0	150(c)			150						
Council Cablecast			119	109	10(c)			10						
Other			149	0	149(cp)			82						
Subtotal			1,319	109	1,210(c)			1,143						
Access Subtotal	0	314	2,796	1,148	1,648	835	737	2,915	1,837	1,700	1,827	1,918	2,014	
b) News Program														
Salaries & Oper. Exp.									130	270				
Equipment									200	75				
Subtotal									330	345	284	298	313	
MCT TOTAL	0	314	2,796	1,148	1,648	835	737	2,915	2,167	2,045	2,111	2,216	2,327	
MINUS EST. \$ FROM OTHER SOURCES (f)														
									-50	-143	-169	-199	-233	
COUNTY CABLE GRANT/SETTLEMENT FUNDS														
									2,117	1,902	1,942	2,01	2,094	

(a) Actual receipts from Tribune-United. Of this amount, MCT spent \$102,000 for an unspent balance of \$212,000 which was subtracted from Tribune-United's required FY 86 payments (refer to footnote d).
 (b) Includes County's \$200,000 loan from the General Fund to MCT. Above the \$375,000 of FY87 cash payments here, there is an additional \$110,000 of funds already available to MCT by Internal FY 86 budget transfer (Continuing Resolution #10-2148). Thus, the total authorized for MCT to spend on the construction of the headquarters/central studio in FY87 is \$485,000.
 (c) Funding authorization carried over to FY 87.
 (cp) Part of funding authorization carried over under Office Equipment (\$20,000) and part under Video Equipment (\$82,000) for FY87; balance reprogrammed in FY 88.
 (d) Of this total amount, \$212,000 constitutes funds not needed by MCT due to their FY 85 surplus (see footnote a).
 (e) Settlement reassigns these activities to MCT.
 (f) 7% of total budget in FY 89, 8% in FY 90, 9% in FY 91, and 10% in FY 92 and beyond.
 (*) Equals sum of columns 6 and 7 plus carryover items indicated with footnote (c) and part of (cp).
 (**) Revised Budget: Continuing Resolution #10-2148 (August 14, 1986), and County Executive transfer (November 20, 1985) of \$20,000 from Cable Company to MCT for playback operations.

	FY 86		FY 87		Approved 1st & 2nd Q. Cont. Res.	FY 87 Co. Exec. 3rd & 4th Q. Proposal	FY 88	FY 89	FY 90	FY 91	FY 92	
	Actual Expend. FY 84	Actual Expend. FY 85	Approved Revised Budget	Actual Receipts								Balance Not Rec'd
A. LOCAL PROGRAMMING (cont.)												
3. Montgomery County												
Public Schools												
Salaries & Oper. Exp.		38	38	7	31							
Production Equip.		850	850	527	323(c)							
Monitors		94	94	0	94(cp)							
Total	0	982	982	534	448	0	0	0	0	0	0	0
4. Montgomery College												
Salaries & Oper. Exp.		38	38	38	0							
Production Equipment		305	305	296	9(c)							
Distribution Equipment		86	86	0	86(c)							
Studio Renov. (CIP)		127	127	10	117(c)							
Total	0	556	556	344	212(c)	0	0	0	0	0	0	0
5. NEXUS												
Study & Program Plan		150	150	117	33(c)							
Salaries & Oper. Exp.		400	400	0	400(cp)							
Equipment												
Total	0	550	550	117	433	0	175	125	195	205	215	
6. Municipalities												
a) Initial Equipment:												
Rockville		75	0	0	0							
Takoma Park		71	4	4	4(c)							
Municipal League		0	75	75	75(c)	10						
b) Replacement Equipment												
(Rockville, Takoma Park,												
Municipal League)												
Total	0	146	79	0	79(c)	10	6	9	12	15	18	
B. I-NET												
G-Loop Equipment			100	86	14(c)	86	50	0	0	0	0	
Research Comm.			50	0	50	0	0	0	0	0	0	
Total	0	150	150	86	64	86	50	0	0	0	0	
GRAND TOTAL	69	789	5,338	2,254	3,084	833	835	2,096	2,149	2,236	2,327	
COUNTY CABLE GRANT/SETTLEMENT FUNDS												

(c) Funding authorization carried over to FY 87.
(cp) Part of funding authorization carried over to FY 87; balance reprogrammed in future years in the MCPS Facility Wiring CIP project (#856508) using franchise fees.

INFORMATION NOTE:

Other Commitments (not required to be listed in the Cable Plan) -- Tribune-United provided \$150,000 in FY 84 and \$150,000 in FY 85 for the Corporation for Technology Training (technical training for potential cable company employees). In FY 86, Tribune-United built the G-Loop for the County Government.

FY 87 CABLE COMMUNICATIONS PLAN
Description

A. LOCAL PROGRAMMING

1. Cable Company (Tribune-United)

This line-item contains historical data on the funds that Tribune-United spent for community access in FY 84 and FY 85 prior to the creation of Montgomery Community Television. FY 86 expenditures include \$21,000 that Tribune paid in rent to the County for part of the year for the Holiday Park and Red Brick Access Centers. The remaining \$4,000+ is for equipment repairs made on behalf of MCT. In the future, rent and equipment repairs will be paid directly by MCT through its own budget.

2. Montgomery Community Television

a. Mission

Montgomery Community Television, Inc. (MCT) is an independent, citizen-appointed, subscriber-controlled Maryland non-profit corporation. MCT will:

- (i) Control, supervise, and manage the public access channels provided by the franchisee, including outreach to the community and establishment of policy and rules for the form, content, and scheduling of the public access channels;
- (ii) Provide training and technical assistance to the County Government in the management of its channel(s), operate the playback function for County Government, provide staff to tape certain County activities (such as County Council meetings) as designated by the Director of the Information Office and the Council Staff Director, and maintain the County's video equipment that was purchased through Cable Plan grants;
- (iii) Maintain municipal video equipment and provide technical support to municipalities in video production upon municipal request;
- (iv) Provide technical advice and support to the educational institutions (including the new nonprofit corporation, NEXUS), upon their request and within budget constraints;
- (v) Operate a local news program, as budgeted;
- (vi) Support special public interest groups (including the hearing-impaired) in program production through training or other appropriate means, and
- (vii) Actively promote the use and benefit of the public, educational, and government access channels to subscribers, the public, access users, and the franchisee.

b. Staffing

MCT will employ staff in accordance with the attached Staffing Plan. The Board of Directors of MCT may modify the Staffing Plan, provided that modifications do not exceed the total work years and personnel funding levels approved in this Plan.

The staff will have expertise in management of a major enterprise; experience in supporting a Board of Directors; public relations and community outreach experience; technical knowledge and expertise in video program production, playback, and equipment maintenance; and public access experience.

Prior to December 31, 1987, MCT may not directly or indirectly pay any compensation (other than reimbursement of out-of-pocket expenses) to any person who served on the Cable Community Access Task Force, the Cable Communications Advisory Committee, the Council's Telecommunications Policy Advisory Committee, or the Council's Cable Oversight Advisory Committee.

c. Facilities

A central studio/headquarters facility will be established at Metro Park North, 7548 Standish Place, adjacent to the City of Rockville. Temporary facilities at the Red Brick Courthouse will be moved to the central studio/headquarters location as soon as feasible.

The Holiday Park Access Center will continue to be operated as a temporary facility until a change is made by amendment to this Plan. MCT shall undertake a location study for a Takoma Park/Silver Spring Access Center which will be opened in FY 88, potentially to replace the Holiday Park temporary facility. MCT shall recommend a site, with its cost implications, by February 3, 1987.

d. FY 1987 Budget

The MCT FY 87 budget is as follows (the FY 87 Staffing Plan and Work Program are attached):

	FY 86		FY 87		Total
	Obligations Carried Over	1st & 2nd Q Cont. Res.	3rd & 4th Q	Allocation	
Salaries (54 positions; 42 workyears)	\$ 0	\$ 435	\$ 603	\$ 1,038	
Operating Expenses	\$ 0	\$ 225	\$ 114	\$ 339	
Office Equipment	\$ 0	\$ 0	\$ 20	\$ 20	
Video Equipment	\$ 1,163	\$ 0	\$ 0	\$ 1,143	
Central Studio/headquarters Build-Out	\$ 200*	\$ 175	\$ 0	\$ 375**	
TOTAL	\$ 1,363	\$ 835	\$ 737	\$ 2,915	

* County loan reimbursement

** Above the \$375,000 of FY87 cash payments to MCT, there is an additional \$110,000 of FY 86 funds reallocated to construction (Continuing Resolution #10-2148, August 14, 1986) for a total construction authorization in FY87 of \$485,000 for the headquarters/central studio.

3. Montgomery County Public Schools (MCPS) Part of the \$850,000 in equipment approved in the FY 84 Cable Plan is MCPS has been provided by Tribune-United. The components include:

Studio Equipment	\$221,954
Editing Equipment	211,062
Cablecasting Equipment	<u>93,981</u>
TOTAL	<u>\$526,997</u>

With this equipment, MCPS began programming CABLE 26 on February 3, 1986. The following commitments to MCPS are remaining for FY 87 funding:

Mobile Van	\$193,000
High School Production Packages	<u>130,000</u>
TOTAL	<u>\$323,000</u>

In the FY 84 Cable Plan, \$94,000 was approved for video monitors in MCPS classrooms. The monitors are part of the Public School's Facility Wiring for Cable TV capital project (CIP #856508). These funds were carried over to FY 85 and FY 86 pending completion of the wiring. The wiring project's first three schools are currently under contract. MCPS reports that it plans to wire 16 more schools later in FY 87. Given the close timing relationship of the need for the monitors to the actual wiring, it is more appropriate to finance the monitors from the same funding source as the wiring. Therefore, after completion of the FY 87 program (estimated \$20,000 in monitors), the remaining monitors should be funded from franchise fees in the MCPS Facility Wiring for Cable TV PDF.

Salaries, operating expenses, and equipment maintenance for MCPS cable television production are funded with franchise fees through the County's operating budget.

4. Montgomery College \$295,630 of the \$305,000 of video equipment approved in the FY 84 Cable Plan for Montgomery College has been delivered; \$9,370 remains for FY 87 funding.

\$10,000 of the \$127,000 Montgomery College Studio Renovation project (CIP#856510) was provided by Tribune-United; the remaining \$117,000 is retained for expenditure in FY 87. Design of the studio is underway, with implementation expected in FY 87.

The College has requested that the use of the \$86,000 approved in FY 85 for video monitors, recorders, and related equipment for educational programs on the three campuses be revised in scope. The College now proposes to use part of this funding for playback equipment for their channel, part for production/studio equipment, and part for distribution equipment for their campuses. The College intends to begin programming on its cable channel in early FY 87. MCPS has playback equipment for one of its future channels available for loan to Montgomery College in FY 87, pending receipt of College equipment.

Salaries, operating expenses, and equipment maintenance for Montgomery College cable television production are funded with franchise fees through the County's operating budget.

5. NEXUS
a. Creation

The FY 86 Cable Plan approved the recommendation of the Educational Uses of Cable Study Committee to create a nonprofit corporation, called NEXUS Educational Consortium, to facilitate the use of cable television for instructional and other educational-related purposes. The FY 86 Cable Plan approved a four member Board of Directors as follows: the Superintendent of Montgomery County Public Schools, the President of Montgomery College, the President of the University of Maryland, and, in a non-voting position, a member of the Board of Directors of Montgomery Community Television (MCT). The FY 86 Cable Plan also directed that a Board of Advisors be created for NEXUS which would be representative of a wide cross-section of educational television interests, including private religious and non-denominational schools.

The bylaws of the NEXUS Educational Consortium have been approved by the governing Boards of Montgomery College, Montgomery County Public Schools, and the University of Maryland. MCT provided legal assistance and administrative support towards completion of the bylaws. The Advisory Committee to the Board of Directors will be created after the Board is formally seated.

b. Budget

The FY 87 budget level for NEXUS provides operating funds for a Senior Staff person to prepare a detailed program plan, budget, and staffing plan. Sufficient funds are also included for a half-year of managerial, technical, and administrative support staff as to be determined in the Program Plan above. Equipment funds for video classrooms and signal distribution have been moved to FY 88 pending the completion of the Program Plan and hiring of staff.

The FY 87 funding level is as follows:

Program Plan Development (Sal. & Oper. Exp.)	\$ 33,000
Implementation (Sal. & Oper. Exp.)	75,000
	<u>\$108,000</u>

Prior to December 31, 1987, NEXUS may not employ persons who served on the County Council's Telecommunications Policy Advisory Committee or the Educational Uses of Cable Study Committee, except that such persons who are paid employees of public educational institutions may be employed or assigned to work for the Corporation.

6. Municipalities

In FY 84, the Cable Plan authorized \$75,000 of video production equipment for the City of Rockville, \$75,000 for the City of Takoma Park, and \$75,000 for the Montgomery County Chapter of the Maryland Municipal League (MML). All of the equipment for Rockville has been purchased and delivered. Of the original \$75,000 for Takoma Park, \$71,000 has been purchased and \$4,000 remains to be spent. Takoma Park has requested an additional \$10,000 in FY 87 for a total of \$14,000 for a portable switcher for multi-camera productions and a titler. The Montgomery County Chapter of MML is developing its production plans and equipment specifications; its \$75,000 is retained for expenditure in FY 87.

Future funding requests for additional municipal video equipment and replacement equipment are anticipated. Budgeted amounts for each year will depend on need and usage plans, but as a guideline, a replacement package of at least \$100,000 each for Takoma Park, Rockville, and the Municipal League for the 12 year remaining life of the franchise is acknowledged.

Equipment maintenance for Rockville, Takoma Park, and the Municipal League will be funded through cable grants. This function will be handled by MCT for the municipalities in FY 87, and sufficient funds are included in MCT's FY 87 budget.

7. Local Programming Evaluation

The Cable Communications Advisory Committee has recommended that funds be allocated to obtain viewership statistics and other related data, with an emphasis on local programming. These surveys, materials and information would be gathered as base data from which future evaluations of local programming would be measured. Since construction of the cable system has not yet resumed, the Cable Office has sufficient contractor funds available in its operating budget to shift to this function (est. \$20,000 in FY 87).

B. I-NET

1. Institutional Network Research

Tribune-United has constructed a Government Loop (G-Loop) in the Rockville area, and it has completed a Institutional Network (I-Net) link from MCPS headquarters and Montgomery College (Rockville) to the cable company headend. However, no additional portion of the I-Net was built. The FY 86 Cable Plan called for the creation of an I-Net Research Committee with an initial \$50,000 budget. Since the commercial I-Net was not built, the Committee was not created nor any funds spent.

The July 15, 1986 Settlement Agreement proposes deletion of the commercial I-Net, but retention of a 100 mile government/educational I-Net. No research funds are recommended at this time; however, see below for budgeted demonstration project funds for the government network.

2. I-Net Interface Equipment

In FY 86 Tribune-United provided \$86,000 of interface equipment for the Government Loop. The status of the six G-Loop demonstration projects planned for FY 86 is as follows:

- o Point-to-point data transmission, IBM computer (operational)
 - Connection of 19 OMB terminals and 4 OMB printers from the 13th floor of EOB to the COB Computer Room (replaces C&P leased lines);
- o Remote terminal, high speed data transmission, IBM computer (operational)
 - Connection of 15 OMB terminals from the 13th floor of EOB, plus 2 DEP terminals from the 4th floor, to the COB Computer Room (replaces C&P leased lines and increases speed--- response time for screen changes has been cut from 4 seconds to 1 second or less). 16 more DEP terminals to be added.
- o Document/file transfer, WANG (In test, operation expected by end of September)
 - Between OLTA and OMB.
- o Data processing, WANG (Testing to start mid-September)
 - Between Health Dept. and OMB.
- o Security monitoring (Equipment on order)
 - Remote video camera in Health Dept. drug store to EOB security guard desk.
- o Electronic bulletin board (operational)
 - Employee Services and the Information Office will provide character-generated notices to employees on video monitors in commonly used areas (EOB elevator lobbies on Terrace and Lobby levels, COB cafeteria area)

The following additional services are planned for initiation in FY 87:

- a) With the G-Loop in operation and a cable link now in place from the cable company's headend to MCPS headquarters, the County Government and MCPS computers can now be connected on the cable. This would save telephone line charges and provide higher speed transmission capability.
- b) A pilot project of two-way services is proposed by MCPS connecting Richard Montgomery High School, Wooten High School, Julius West Middle School, and MCPS headquarters.
- c) Initiating two-way data communications services between the County government computer and additional facilities outside of downtown Rockville, such as the County Service Park, and the Detention Center and proposed Police central booking operation on Seven Locks Road.

To support the projects described above, \$100,000 is scheduled for FY 87 and \$50,000 for FY 88.

This is a correct copy of Council action.

Robert A. Steedman

Secretary of the County Council

AGREEMENT

THIS AGREEMENT made this 20th day of October, 1986, by and between MONTGOMERY CABLEVISION LIMITED PARTNERSHIP, a Delaware limited partnership, hereinafter referred to as "MCLP" and the MONTGOMERY COUNTY CHAPTER OF THE MARYLAND MUNICIPAL LEAGUE, hereinafter referred to as "the MML."

WHEREAS, in 1982, Montgomery County, Maryland, hereinafter referred to as the "County" and municipalities located within Montgomery County, hereinafter referred to as the "Participating Municipalities," joined to grant a non-exclusive cable communications franchise to Tribune-United Cable of Montgomery County, hereinafter referred to as "Tribune;" and

WHEREAS, since the grant of the aforesaid franchise, numerous disputes have arisen with respect to the Franchise Agreement entered into by Tribune and the County and the Participating Municipalities; and

WHEREAS, Tribune, the County and MCLP have reached a settlement of the disputes whereby control of the aforesaid franchise will be transferred to MCLP, by virtue of its acquisition of the stock of the parent company of Tribune Company Cable of Maryland, Inc. ("Tribune of Maryland"), with a right to a subsequent one-time transfer of the franchise directly to MCLP; and

WHEREAS, under paragraph 3 of the Settlement Agreement, the settlement requires certain amendments to the Franchise Agreement to which the County and the Participating Municipalities are parties; and

WHEREAS, the Participating Municipalities have expressed concerns regarding the terms of the proposed amended Franchise Agreement; and

WHEREAS, the MML, acting on behalf of the Participating Municipalities, and MCLP have discussed the municipalities' concerns; and

WHEREAS, MCLP has made certain representations to the MML, who is representing those Participating Municipalities approving the modifications to the Franchise Agreement (who shall be hereinafter referred to as "Approving Participating Municipalities"); and

WHEREAS, to avoid future misunderstandings and confusion the parties hereto desire to reduce to writing the aforesaid representations made by MCLP; and

WHEREAS, any recommendation for approval by the MML and any approvals given by the Approving Participating Municipalities will be based upon the representations set forth herein,

NOW, THEREFORE, in consideration for the MML recommending approval of the modifications to the amended Franchise Agreement to its members and the promises and representations set forth herein by MCLP, it is agreed as follows:

1. All construction schedules and amendments thereto affecting areas in or immediately adjacent to each Approving Participating Municipality shall be furnished to the affected municipality at or before the time the schedule or amendment is furnished to the County and, in any event, prior to commencement of such construction in or immediately adjacent to such municipality. As-built construction maps shall be provided to such affected municipality at or before the time such maps are provided to the County pursuant to the Franchise Agreement.

2. In addition to the aforesaid schedules, MCLP shall notify each Approving Participating Municipality prior to the commencement of construction immediately adjacent to or within its corporate boundaries and will provide the same reports as provided to Montgomery County regarding the progress of construction within such municipality.

3. MCLP acknowledges its obligation under the Franchise Agreement and under applicable law to obtain all permits required by any Approving Participating Municipality as well as to comply with all municipal ordinances.

4. All insurance and/or indemnification policies required by Section 19 of the amended Franchise Agreement, shall name the Approving Participating Municipalities as insured parties as their interest may require.

5. MCLP shall, during the entire term of the franchise, have in place a "hotline" system for Approving Participating Municipalities to contact MCLP regarding citizen complaints.

and/or municipal government concerns regarding the operation of the franchise.

6. All parties to this Agreement acknowledge that the Approving Participating Municipalities have the right of first refusal pursuant to Section 24 of the Franchise Agreement, as amended.

7. In the event that MCLP seeks any further amendments to the Franchise Agreement, MCLP will directly notify the Approving Participating Municipalities. MCLP acknowledges that the municipalities have informed MCLP that the County does not have the authority to enter into any binding amendments to the Franchise Agreement on behalf of the Approving Participating Municipalities.

8. MCLP shall wire multi-family dwellings contemporaneously with the wiring of surrounding single family or commercial properties provided that rights of entry to multiple dwelling units are available.

9. MCLP will provide to each Approving Participating Municipality, upon request, any and all documents that affect the requesting municipality required to be provided to the County pursuant to the Franchise Agreement, as amended.

10. MCLP will pay to the MML the sum of \$6,000.00 as and for reimbursement for the MML's expenses in responding to the request for transfer of the franchise and the amendment of the Franchise Agreement. The aforesaid sum shall be paid on or before the transfer date.

11. This Agreement and/or representations contained herein shall not be encompassed within the scope of the Releases, effective _____, 1986, entered into between Hauser Communications, Inc. and MCLP, and the Approving Participating Municipalities.

12. This Agreement shall be binding upon MCLP and all of its successors and/or assigns and shall inure to the benefit of each Approving Participating Municipality and its successors or assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day first written above.

MONTGOMERY CABLEVISION LIMITED
PARTNERSHIP

By MONTGOMERY CABLEVISION CORPORATION,
General Partner

By *Gustave M. Hauser*
Gustave M. Hauser, President

MONTGOMERY COUNTY CHAPTER MARYLAND
MUNICIPAL LEAGUE

By *Charles Stuart*
Charles Stuart, President

1ST READING: 10/22/86

INTRODUCED:

ENACTED:

ORDINANCE NO. 1986 -

Title: Pay Date and Pay Period Ordinance

BE IT ORDAINED by the Council of the City of Takoma Park,

Maryland:

Section 1. PURPOSE. The purposes of this ordinance are to correct inaccuracies in Section 2-66 of the Code and to make the City's pay procedures comply with the requirements of the Fair Labor Standards Act. The ordinance authorizes the City Administrator to change the dates when the City pays employees. However, the City Administrator must not change the ^{rate} amount of pay an employee receives and must pay the employee as promptly as possible.

Section 2. AMENDMENT TO THE CODE. Section 2-66 of the Takoma Park Code (1972), as amended, is repealed and reenacted to read as follows:

Sec. 2-66. Pay period.

(a) ~~All salaried employees, with the exception of the library personnel, shall be paid on a bi-weekly basis.~~

(b) ~~All salaried library personnel shall be paid on a monthly basis.~~

(c) ~~All full-time hourly personnel shall be paid on a weekly basis.~~

(d) ~~All part-time personnel shall be paid in accordance with their respective departmental procedures.~~

(e) length of a pay period. The pay period for all:

(1) salaried employees is two weeks;

(2) full-time hourly employees is one week; and

(3) part-time employees is governed by the pro-

cedures of their department.

(b) Payment for work done during a pay period. An

employee is only paid for work that has already been performed.

The City must pay employees for the work done during a pay period

as soon as practical after the end of the pay period, but never

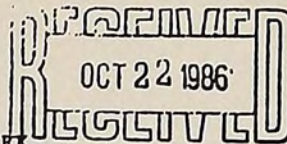
later than one week after the end of the pay period. The City

Administrator may adjust pay dates to implement this section.

NOTE: Underlining denotes material being added to the Code.

Striker denotes material being deleted from the Code.

Section 3. EFFECTIVE DATE. This ordinance shall be effective upon
enactment.



FIRST DRAFT

ORDINANCE FOR THE CITY OF TAKOMA PARK
 TO PROVIDE FOR COLLECTIVE BARGAINING
 FOR EMPLOYEES
 TAKOMA PARK, MD.

PUBLIC HEARING ON OCTOBER 22, 1986

NOTE: This draft of the proposed collective bargaining ordinance has not been introduced yet. It was prepared for discussion purposes. So far, there have been two worksessions. After this public hearing, there will be at least one more worksession before it is introduced by the Council.

For the public hearing, your attention should be drawn to the parts of the proposed ordinance marked with asterisks (*). The issue raised by that part of the proposed ordinance is discussed at the bottom of the page. You may also want to comment on other parts.

1-1 Purpose and Statement of Legislative Findings and

Intent: The Mayor and Council of the City of Takoma Park desire to provide procedures for its employees to participate in the formulation and implementation of policies establishing or affecting their conditions of employment. In enacting this ordinance, the Mayor and Council recognize that joint decision-making by government and public employees in matters affecting wages and working conditions increases responsiveness, communication and efficiency. The City recognizes its responsibility to provide orderly procedures for the participation by its employees and their representatives in the formulation of personnel policies, the fair and considerate treatment of employees, and the resolution of questions and controversies with respect to the terms and conditions of employment, while simultaneously insuring that the public, welfare, health, and safety are maintained.

To those ends, the Mayor and Council enact this ordinance for the following purposes:

- (1) To recognize the right of City employees to organize for the purpose of collective bargaining;
- (2) To provide a means by which employees may select units appropriate for effective dealings between their representatives and the City;
- (3) To insure that such units operate democratically and without discrimination;

(4) To require the City to meet and confer with certain employees and to negotiate and enter into written agreements with exclusive representatives of certain other employees on matters of wages, hours and other terms and conditions of employment;

(5) To recognize merit principles and protections in employment; and

(6) To establish a rational method of dispute resolution.

1-2 Definitions

(a) Employee: An employee is any person who works for the City of Takoma Park, including professional employees, on a permanent full-time or permanent part-time basis, but excluding confidential employees, supervisory employees, officials appointed or elected pursuant to statute, charter or ordinance to a policy-making position, and management personnel.

* (b) Supervisory Employee: Any employee having authority, in the interest of the employer, (1) to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees; or (2) responsibly to direct them; or (3) to adjust their grievances, or effectively recommend such action; if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

(c) Confidential Employee: Person who provides direct staff or administrative support to the Mayor, the City Administrator/ Assistant City Administrator, the head of a department and/or his/her deputy.

(d) Management Personnel: Any official in a position having managerial, executive or administrative responsibilities for formulating, effectuating and/or administering employer policies and programs; and who serves at the pleasure of the Mayor and Council; or any employee who acts as a representative of the City of Takoma Park in collective bargaining.

* Issue: Where do you draw the line between supervisory employees and other employees? For instance, is a foreman a supervisory employee? Is a sergeant a supervisory employee?

* (e) Appropriate Units: There shall be three appropriate units among the employees of the City of Takoma Park, as follows:

(i) All sworn police officers except for Police Department management personnel.

(ii) All other employees (including other employees in the Police Department).

(iii) All supervisors, confidential employees, and management personnel.

(f) Employee Organization: Any lawful organization which admits municipal employees to membership, the primary purpose of which is to represent employees concerning terms and conditions of employment; but such term shall not include (a) any organization which discriminates because of race, color, sex, national origin religious creed, ancestry age, marital status, handicap, or sexual orientation, with regard to the acquisition or retention of membership; or, (b) any organization which fails to accord its members the basic principles and procedures of internal democracy (as defined in Section 1.4 of this Article).

(g) Employer: The City of Takoma Park.

(h) Grievance: A dispute concerning the application or interpretation of the terms of a collective bargaining agreement, the rules or regulations of the employer or any of its departments, or the City Code -- which affect the terms and conditions of employment.

** (i) Terms and Conditions of Employment: All terms and conditions such as those which establish, affect or control: pay, fringe benefits, retirement and pension benefits, attendance and leave, promotions, transfers, layoffs, demotions, termination, discipline, evaluation, professional development, workload, work schedule; provided that they are consistent with federal, state,

* Issue: Should there be one representational unit for all employees, or should there be separate units for sworn police officers, supervisory and confidential employees, and another for all other employees?

** Issue: Which matters should be negotiable and which matters should be left to the City to decide?

and local law, and; provided that they are not excluded under the prerogative of "Employer Rights", under subsection (1) of this section.

(j) Strike: By concerted action, the failure to report for duty, the willful absence from positions, the stoppage or slowdown of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, coercing or preventing a change in compensation or rights, privileges, obligations or other terms and conditions of employment.

(k) Employee Rights: Employees who are within the appropriate unit shall have, and shall be protected in the exercise of, the right of self-organization, to form, join or participate in any employee organization, or to refrain from forming, joining, assisting or participating in any employee organization, freely and without fear of penalty or reprisal, to negotiate or meet and confer (depending on their unit) through representatives of their own choosing on terms and conditions of employment as herein defined, and the processing and arbitration of grievances.

(l) Employer Rights: Subject to the provisions of this Article, it is the exclusive right of the employer to determine the mission of the departments of City government, set standards of service to be offered to the public, classify jobs, exercise control and direction over its organization and operations, and establish merit system principles which will guide its personnel actions.

(m) Classification: [This definition will conform with the parts of the City Code dealing with classifying positions.]

1-3 The Employer's Obligation to Meet and Confer
with any Organization of Management
Personnel Supervisors, and Confidential Employees

Management personnel, supervisors and confidential employees have the right to form an employee organization which represents their interests and is recognized as their exclusive representative. The employer shall provide such organization an

opportunity to participate in the formulation and implementation of policies and practices affecting the conditions of their unit's employment.

1-4 Internal Employee Organization Democracy:
The Members' Bill of Rights

(a)(1) Equal Rights. Every member of an employee organization shall have equal rights and privileges within such organization to nominate candidates, to vote in elections or referendums of the employee organization, to attend membership meetings, and to participate in the deliberations and voting upon the business of such meetings, subject to reasonable rules and regulations in such organization's constitution and bylaws.

(2) Freedom of Speech and Assembly. Every member of any employee organization shall have the right to meet and assemble

freely with other members; and to express any views, arguments or opinions; and to express at meetings of the employee organization his views, upon candidates in an election of the employee organization or upon any business properly before the meeting, subject to the organization's established and reasonable rules pertaining to the conduct of meetings: Provided, That nothing herein shall be construed to impair the right of an employee organization to adopt and enforce reasonable rules as to the responsibility of every member toward the organization as an institution and to his/her refraining from conduct that would interfere with its performance of its legal or contractual obligations.

(3) Any employee organization representing City employees shall neither increase dues nor levy general or special assessments except by majority vote by secret ballot of the members in good standing, voting at a general or special membership meeting after reasonable notice of the intention to vote upon such question has been given. [There will be provisions excepting dues-setting by parent organizations, if appropriate--i.e., international, national, state or other than local bodies].

(4) Protection of the Right to Sue. No employee organization shall limit the right of any member thereof to institute an action in any court, or in a proceeding before any administrative agency, irrespective of whether or not the employee organization or its officers are named as defendants or respondents in such action or proceeding, or the right of any member of an employee organization to appear as a witness in any judicial, administrative or legislative proceeding, or to petition any elected official or to communicate with any elected official: Provided, That any such member may be required to exhaust reasonable hearing procedures (but not to exceed a 4-month lapse of time) within such organization, before instituting legal or administrative proceedings against such organization or any officer thereof: And provided further, That the employer shall not directly or indirectly finance, encourage or participate in,

except as a party, any such action, proceeding, appearance or petition.

(5) Safeguards Against Improper Disciplinary Action. No member of any employee organization may be fined, suspended, expelled, or otherwise disciplined except for nonpayment of dues by such organization or by any officer thereof, unless such member has been (A) served with written specific charges; (B) given a reasonable time to prepare his/her defense; (C) afforded a full and fair hearing.

(6) Invalidity of Constitution and Bylaws. Any provision of the constitution and bylaws of any employee organization which is inconsistent with the provisions of this section shall be of no force or effect.

(7) Right to Copies of Collective Bargaining Agreements. It shall be the duty of the secretary or corresponding principal officer of each employee organization to forward a copy of each collective bargaining agreement to any employee who requests such a copy and whose rights as such employee are directly affected by such agreement; and such officer shall maintain at the principal office of the employee organization of which he/she is an officer copies of any such agreement made or received by such

employee organization, which copies shall be available for inspection by any member or by any employee whose rights are affected by such agreement.

*1-5 Recognition of an Employee Organization

(a) Selection of Exclusive Representatives:

When a petition has been filed with the City by a employee organization supported by evidence that at least 30% of the employees in an appropriate unit wish to be represented by that employee organization for purposes of collective bargaining, the City shall within 60 [could be 30 or 45] days after receipt of the petition cause a secret ballot election to be held under the supervision of the Maryland State Department of Labor and Industry or its successor

* Issue: What would be the best process for you to select your exclusive representative from among competing organizations?

agency. Any other employee or labor organization shall be allowed to intervene in the election upon the filing of a petition with the City supported by evidence of at least 10% representation in said unit. Any petition to intervene must be filed at least 20 [could be 10] days prior to the date of the scheduled election.

(b) Elections:

(1) Representation elections shall be conducted by the Department of Labor and Industry or any other impartial agency selected by the mutual agreement of the parties. The entity conducting the election shall be subject to the provisions of this law and the terms and conditions of such election agreement as may be reached by the parties. Except as otherwise provided, such entity shall resolve all legal issues or controversies relating to the conduct of the election.

(2) Representation elections conducted pursuant to this Section shall be by secret ballot and shall be subject to the following:

(i) All interested persons shall be given not less than 15 days notice of the time and place of the election.

(ii) The ballots in all representation elections shall include a choice of "no representative."

(iii) In an election where none of the choices on the ballot receive a majority, a runoff election shall be conducted, in which the ballot shall provide for a selection between the two choices or parties receiving the highest and second highest number of ballots cast in said election.

(3) The Department of Labor and Industry (or other impartial agency) shall certify the results of said election within 3 working days after the final tally of votes. If an employee organization has received more than 50% of the votes cast, it shall be certified as the exclusive bargaining representative for the unit.

(c) Authorization Check: When evidence is presented to the City that more than 50% of the employees within the appropriate unit have signed authorizations for a particular employee organization to represent them, the City may, in lieu of a secret ballot election, request the Department of Labor and Industry or its successor agency to conduct a validation of the authorizations. Should the Department of Labor and Industry determine that more than 50% of the employees in the appropriate unit have so authorized a particular employee organization, the City shall request the Department to certify that organization as the exclusive collective bargaining representative for the unit.

* (d) Dues and Agency Fees: Where an employee organization has been certified as the exclusive representative of the employees in a unit, it shall be the only employee organization eligible to obtain an agreement from the employer to deduct from the pay of those employees in the unit, who provide written authorization, any dues or fees designated or certified by the appropriate officer of the employee organization and to remit said fees to said employee organization.

(e) Decertification:

(1) No incumbent certified employee organization shall be decertified unless evidence is presented to the City that more than 50% of the employees in the appropriate unit have signed authorizations for another employee organization, or more than 50% of said employees have signed statements requesting that no employee organization represent them. If such evidence shall be presented, the City shall request the Mediation Service of the Division of Labor and Industry or its successor agency to conduct a secret ballot election, which shall include the incumbent employee organization as a ballot choice. If the non-incumbent employee organization, or "no employee organization" (in the case of an adequate showing of signed authorizations that no organization represent the unit) obtain more than 50% of the votes cast,

* Issue: Should the organization be permitted to charge a service for those who choose not to become members but for whom it is nevertheless responsible under the duty of fair representation?

then the non-incumbent organization or "no organization" shall be certified as exclusive representative for the appropriate unit, otherwise the incumbent employee organization shall remain certified.

(2) Contract Bar: No showing of authorization for a decertification election shall be entertained unless submitted during the period between 120 and 90 days before the end of the term of a collective bargaining agreement.

1-6 Collective Bargaining Negotiations:

(a) Upon certification of an employee organization as the exclusive representative of the employees [in an appropriate unit], the employer and the employee organization shall have the duty, through appropriate officials or their representatives, to negotiate collectively and in good faith with respect to the terms and conditions of employment of employees in the unit. To negotiate with each other in good faith shall mean that each party shall have a continuing obligation to keep the other informed on all matters within the scope of the representation and give reasonable written notice of any action proposed to be taken which would amend any charter provision or ordinance governing terms and conditions of employment, or generally applicable personnel policies.

(b) Negotiations with an employee organization which has been accorded exclusive recognition may be conducted during the duty hours of the employee organization representatives involved in such negotiations, if they are employees within the appropriate unit, provided their attendance does not seriously interfere with the normal operations of the City and upon advance notice to their supervisor.

(c) A duly appointed designee shall act as the City's primary representative for the purpose of conducting any

negotiations or other relationships between any recognized employee organization and the city government.

(d) Because effective and orderly operations of government are essential to the public, it is declared to be in the public interest that in the course of collective bargaining, the employer and the exclusive representative shall make every reasonable effort to conclude negotiations no later than February 1 of each year, and shall include provisions for an effective date, a reopening date, and an expiration date. With respect to matters requiring the appropriation of funds, the effective date of an agreement shall coincide with the employer's fiscal year.

* (e) An agreement may contain a grievance procedure culminating in final and binding arbitration of grievances and disputed interpretations of such agreement. The grievance procedure shall set forth requirements for an election of remedies where other avenues of appeal may be equally available.

(f) Any agreement reached by the negotiators shall be reduced to writing and shall be executed by both parties. Such agreement shall be valid and enforced under its terms when entered into, in accordance with the provisions of this law and the City Charter.

(g) A request for funds necessary to implement such written agreement and for approval of any provision of the agreement which is in conflict with any City law, ordinance, rule or regulations, shall be submitted to the City Council by the employer within the time schedule provided in the agreement. The City Council may approve or reject such request as a whole. If the submission is rejected, the entire agreement shall be returned to the parties for further bargaining and either party may reopen all or part of the agreement. Rejection shall be accompanied by a detailed statement of the reasons therefor, so that the parties may be properly guided when they resume bargaining. Such request shall be considered rejected if the Council fails within ninety

* Issue: Should agreements be permitted to contain a grievance procedure which culminates in the binding arbitration of disputes and should an extra contractual grievance appeal process through the Personnel Appeal Board continue to proved an alternative appeal mechanism?

(90) days after submission to said body to take final action thereon. Failure by the employer or his representative to submit such request within the designated time period shall be considered an unfair labor practice committed by the employer.

(h) If upon approval of the City Council, pursuant to Section 1.6(g), there is a conflict between the collective bargaining agreement and any rule or regulation adopted by the employer, including merit system or other personnel regulations, the terms of such agreement shall prevail, except here specifically precluded by Charter or State law. Similarly, the City Council, upon approval of such agreement, shall enact such legislation and appropriate whatever funds are required to comply with the collective bargaining agreement.

(i) If the provisions of the constitution or bylaws of the exclusive representative require ratification of a collective bargaining agreement by its membership, only those members who belong to the bargaining unit involved shall be entitled to vote on such ratification notwithstanding such provisions.

*1-7 Collective Bargaining Impasse

(a) Mediation: Should the City and the certified employee organization be unable to reach agreement after a reasonable period of negotiations, then either party may declare an impasse and request that a mediator agreed upon between the parties be appointed or, that the Department of Labor and Industry or its successor agency provide a qualified mediator to attempt to facilitate the parties' bargaining process.

(b) Arbitration: Should mediation prove unsuccessful after 30 days have passed since the appointment of the mediator, either party may require that a qualified arbitrator be obtained by agreement of the parties, or through application of the Voluntary Arbitration Rules of the American Arbitration Association, or under the auspices of another organization agreed upon by the parties in writing. If the parties agree, the mediator shall

* Issue: What procedures should be available to resolve bargaining impasse? Should employees be able to strike or engage in other direct job actions?

have the power to set hearings, take testimony under oath and reach determinations as to all terms and conditions of employment in controversy between the parties. The determinations of the arbitrator shall be submitted to the Council for approval in the same manner as any agreement reached by the negotiators, as provided in Section 1-4(f)-(h). If approved by the Council, the arbitrator's determinations shall be incorporated by the parties into a collective bargaining agreement.

1-8 Unfair Labor Practices

(a) Unfair labor practices: The following shall be deemed unfair labor practices which are prohibited:

(1) The employer is prohibited from:

a. Interfering with, restraining or coercing employees in the exercise of their rights of self-organization or non-organization.

b. Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization; provided that nothing in this law or in any other law of this City shall preclude the employer from making an agreement with an exclusive representative to require as a condition of employment the payment of a monthly service charge, in an amount not greater than the regular monthly dues to such labor organization, as a contribution toward the administration of the agreement, except that discharge of employees who fail to comply with such a contractual requirement shall not be accomplished until the employer and the employee have been given proper notice of such delinquency and adequate time to correct the deficiency nor until the employer has afforded the employee sufficient opportunity, protected by the requirements of due process and section 1-3 of this Article to defend against the petition for discharge.

c. Controlling or dominating an employee organization or contributing financial or other support to it, except

that the employer shall not be prohibited from permitting employees to negotiate or confer with it during working hours without loss of pay.

d. Refusing to negotiate in good faith with a recognized employee organization.

(2) Employee organizations are prohibited from:

a. Interfering with, restraining or coercing employees in the exercise of their rights of self-organization or non-organization.

b. Inducing the employer or its representatives to commit any unfair labor practice.

c. Refusing to negotiate in good faith with the employer.

d. Refusing to represent all employees in its bargaining unit fairly, regardless of membership or non-membership in the union.

(b) Procedure: In the event that a claim is made that an unfair labor practice has been committed by either the employer or employee organization, the complaining party shall file with the Mediation Service of the Division of Labor and Industry a verified complaint, setting forth a detailed statement of the alleged unfair labor practice. The party complained of shall have the right to file an answer to the complaint within 5 days after service thereof. After investigation, such agency may issue an order dismissing the complaint or may order a further investigation or a hearing thereon at a designated time and place. Any such hearing shall be conducted without regard for the strict rules of evidence, and a transcript of testimony shall be taken.

If, upon all the testimony, the agency determines that an unfair labor practice has been committed, it shall state its findings of fact and shall issue and cause to be served upon the party committing the unfair labor practice a binding order

requiring it or him/her to cease and desist from such practice within a specified period, and shall take such further affirmative action as it deems necessary to remedy the unfair labor practice. If, upon all the testimony, the agency determines that a prohibited practice has not been or is not being committed, it shall state its findings of fact and shall issue an order dismissing the complaint.

(c) Choice of Remedies: Issues which may involve an unfair labor practice, as well as a grievance under the negotiated agreement, may, at the discretion of the aggrieved party, be filed as an unfair labor practice or a grievance, but not both.

*1-9 Prohibition Against Strike: An employee organization shall not engage in, initiate, sponsor, support or direct a strike or secondary boycott.

If any employee organization shall violate this provision, the City shall have the right to file an unfair labor practice charge, as set forth in this ordinance, and/or to apply to the appropriate court for injunctive relief. The Department of Labor and Industry shall have the authority if it finds the organization to have violated this section, to order an appropriate remedy. If the remedy includes the revocation of the organization's recognition as exclusive representative, the employee organization shall be ineligible to participate in elections or be recognized as exclusive representative for a period of 1 year thereafter.

* Issue: What procedures should be available to resolve bargaining impasse? Should employees be able to strike or engage in other direct job actions?