COPY

State of Maryland
State Higher Education Labor Relations Board

IN THE MATTER OF:	)	
	)	
American Federation of State, County and Municipal Employees,	)	
	)	
Petitioner	)	**SHELRB ULP Case No. 04-31**
v.	)	
	)	
Baltimore City Community College,	)	
	)	
Respondent.	)	

CONSENT ORDER

Petitioner American Federation of State, County and Municipal Employees ("AFSCME" or the "Union") and Respondent Baltimore City Community College (the "College"), acting through their respective counsel, have agreed to waive all further or other proceedings to which the parties may be entitled under Title 3 of the State Personnel and Pensions Article ("Collective Bargaining Statute"), §§ 3-301, *et seq.*, or the Board's Regulations.

Pursuant to the agreement of the parties, the Board hereby orders the College to take the following affirmative action to effectuate the policies of the Collective Bargaining Statute:

1. The College and its agents and representatives shall not interfere with, restrain or coerce its employees in the exercise of the rights guaranteed them by the Collective Bargaining Statute.

2. BCCC and its agents will respond to AFSCME's written requests for information addressed to BCCC's Director of Human Resources and

provide AFSCME with the requested information within fifteen (15) business days of the date of such request(s). In the event the College is unable to respond to a request for information within fifteen (15) business days, the College shall promptly advise AFSCME of the reasons why it needs additional time and request an extension of time, not to exceed five (5) business days, to comply with the request. AFSCME will not unreasonably deny a request for extension of time for good cause shown. If the College is unable to fully respond to an information request within the original 15-day period, it shall immediately provide such information that is available and provide the remainder of the information within the extended time period, but in no event, later than twenty (20) business days from the date of the information request.

3. The College shall comply with the terms and conditions of the Notice issued by the State Higher Education Labor Relations Board in this matter. Within fourteen (14) days after service by the Board, the College shall post copies of the Notice. Copies of the Notice shall be posted by the College and maintained for sixty (60) consecutive days on bulletin boards where notices to employees are customarily posted throughout the campus buildings. Reasonable steps shall be taken by the College to ensure that the Notices are not removed, altered, defaces, or covered by any other material.

4. Within fourteen (14) days after service by the Board, file with the Executive Director a certification of the Director of Human Resources attesting to the steps that the College has taken to comply with Paragraph 3, above.

AMERICAN FEDERATION MUNICIPAL EMPLOYEES

By: Rick Bailey, Lead Negotiator
(Name and Title)

Date: October 10, 2004

BALTIMORE CITY COMMUNITY COLLEGE

By: Richard M. Tucker
(Name and Title)

Date: November 1, 2004

ORDERED AND APPROVED BY THE STATE HIGHER EDUCATION LABOR RELATIONS BOARD

Karl K. Pence Date: Nov. 5, 2004, 2004

Karl K. Pence, Executive Director
State Higher Education Labor Relations Board
On behalf of Jamin B. Raskin, Chair

NOTICE TO EMPLOYEES

POSTED BY CONSENT ORDER OF THE STATE HIGHER EDUCATION LABOR RELATIONS BOARD

An Agency of the State of Maryland

Baltimore City Community College ("BCC C") has agreed with the State Higher Education Labor Relations Board to post and obey this notice.

1. MARYLAND LAW GIVES EMPLOYEES THE RIGHT TO:

   (1) take part or refrain from taking part in forming, joining, supporting, or participating in any employee organization or its lawful activities;
   (2) be fairly represented by their exclusive representative, if any, on collective bargaining; and
   (3) except as provided in §§ 3-303 and 3-305 of this subtitle, engage in other concerted activities for the purpose of collective bargaining.

   (Md. Code Annotated, State Personnel & Pensions Article § 3-301(a)(1)-(3) .

2. BCCC and its agents shall bargain in good faith with the American Federation of State, County and Municipal Employees ("AFSC ME") as the exclusive bargaining representative of certain of its exempt and non-exempt employees and sworn police officers. BCCC shall furnish AFSCME with copies of and permit AFSCME to make copies of certain requested documents necessary and relevant to AFSCME's performance of its function as the collective bargaining representative of the bargaining unit employees.

3. BCCC and its agents shall respond to AFSCME's written requests for information addressed to BCCC's Director of Human Resources and provide AFSCME with the requested information in a timely manner as delineated in the Consent Order approved and issued by the State Higher Education Labor Relations Board.

4. BCCC and its agents will not interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by the Collective Bargaining Law.

_____ _____, 2004

Director of Human Resources

BALTIMORE CITY COMMUNITY COLLEGE