



CITY COUNCIL REGULAR MEETING AGENDA

JUNE 8, 2026
7:30 PM

[Zoom Link](#)

Dial-in: 301-715-8592

Webinar ID: 878 8867 2429

Passcode: 207732

I. ORGANIZATION - 15 minutes (7:30 - 7:45 p.m.)

1. Call to Order
2. Roll Call
3. Meditation and Pledge of Allegiance to the Flag

Suggested Action:

Reading of the Greenbelt Community Pledge: The strength of Greenbelt is diverse people living together in a spirit of cooperation. We celebrate all people. By sharing together, all are enriched. We strive to be a respectful, welcoming community that is open, accessible, safe, and fair.

4. Petitions and Requests
5. Consent Agenda

Suggested Action: Approval of Staff Recommendations (items on the Consent Agenda [marked by *] will be approved as recommended by Council and staff, subject to removal from the Consent Agenda by Council.)

- a. * Minutes
- b. * Meetings
- c. * Committee Reports
6. Approval of Agenda and Additions

II. COMMUNICATIONS - 30 minutes (7:45 - 8:15 p.m.)

7. Presentations
 - a. Public Hearing

Suggested Action: A Charter Amendment Resolution of the Council of the City of Greenbelt to Amend §3-22 "Powers" of the City Charter to Authorize the City of Greenbelt to Engage in Collective Bargaining with Certain Eligible Non-Exempt, Non-Managerial, and Non-Confidential City Employees as Provided in Article VIII of Chapter 13 of the City Code.

It is recommended that the Regular Meeting be recessed to conduct a public hearing on the proposed Charter amendment. The meeting should be reconvened following the hearing. No motion is required to begin or end the public hearing. Enclosed is the public hearing notice.

b. LGBTQ+ Pride Month Proclamation

Suggested Action: Mayor Jordan will proclaim June 2026 as Emerald City Pride.

c. Chesapeake Bay Awareness Week Proclamation

Suggested Action: Mayor Jordan will proclaim the week of June 6th–14th as Chesapeake Bay Week.

d. National Gun Violence Awareness Month Proclamation

Suggested Action: Mayor Jordan will proclaim June 2026 as National Gun Violence Awareness Month.

8. Administrative Reports

Suggested Action: The link will display the weekly report for the City Manager and City Departments. [Weekly Reports Greenbelt. MD](#)

a. Cell Phone Towers Update

Suggested Action: An update on cell phone towers will be provided by City Manager Salmerón.

III. LEGISLATION - 15 minutes (8:15 - 8:30 p.m.)

9. A Charter Amendment Resolution of the Council of the City of Greenbelt to Amend §3-22 “Powers” of the City Charter to Authorize the City of Greenbelt to Engage in Collective Bargaining with Certain Eligible Non-Exempt, Non-Managerial, and Non-Confidential City Employees as Provided in Article VIII of Chapter 13 of the City Code.
- 2nd Reading and Adoption

Suggested Action: At the May 11, 2026, Regular Council Meeting, Councilmember Pompei introduced this resolution for first reading.

This item is presented for second reading and adoption at tonight's meeting.

IV. OTHER BUSINESS - 60 minutes (8:30 - 9:30 p.m.)

10. FY2027 Program Open Space Annual Program

Suggested Action: Staff recommend that City Council approve the proposed FY 2027 Program Open Space Annual Program for one development project, *Design and Construction – Springhill Lake Recreation Center Expansion*, with a request for \$2,700,000 in POS funding with a required City match of \$300,000, of which \$250,000 is federal funding.

11. Update on Indian Creek Park Master Plan

Suggested Action: Staff recommends that City Council accept this memo as the first update on the status of the feasibility of the Indian Creek Park project.

12. Authorization for City Manager to Approve Contract Addendum with Dewberry for Greenbelt Station/Wmata Trail Design and Engineering

Suggested Action: Staff recommends that the City Council authorize the City Manager to execute the attached contract addendum with Dewberry Engineers Inc. for the Greenbelt Station/WMATA Trail, in an amount not to exceed \$92,300.

13. Discussion of City Code Amendment to the Labor Code

Suggested Action:

Enclosed in the Council packet is the amended Labor Code for review and discussion.

14. Discussion: Establishment of a Council Finance Working Group

Suggested Action: Councilmember Pompei requested this item be added to the agenda.

15. Discussion: Appointment of a Council Liaison to the Greenbelt Cinema

Suggested Action: Councilmember Pompei requested this item be added to the agenda.

16. Council Reports

17. Council Activities

WORK SESSION OF THE GREENBELT CITY COUNCIL was held on Wednesday, April 29, 2026, to discuss Public Safety and the FY2027 Proposed Budget.

Mayor Jordan started the meeting at 7:30 p.m. The meeting was held at the Springhill Lake Recreation Center, 6101 Cherrywood Lane, and virtually via Zoom.

PRESENT WERE: Councilmembers Frankie S. Fritz, Amy E. Knesel, Danielle P. McKinney, Jenni A. Pompei, Silke I. Pope, Mayor Pro Tem Kristen L.K. Weaver, and Mayor Emmett V. Jordan.

STAFF PRESENT WERE: Josué Salmerón, City Manager; Chief Richard Bowers, Deputy Chief Timothy White, Captain Jermain Gullege, Lieutenant Michael Apgar, and Lieutenant Michael Parsley, Police Department; Chief Thomas Ray, Company 35; Patricia Fillman, Animal Services Supervisor; and Shaniya Lashley-Mullen, Deputy City Clerk.

OTHERS PRESENT WERE: Bill Orleans, Judith Davis, Michael Hartman, and others.

Volunteer Fire Station Budget Updates

The Council held a work session focused on Public Safety and the FY2027 budget. Chief Ray reported that the Fire Station had 20 operational members and provided updates on equipment status, including the decommissioning of the 2008 chief's buggy due to high maintenance costs and the decision to postpone replacing one of the engines, which would cost more than one million dollars. The Fire Station's funding from the County was reduced from \$22,000 to \$15,000 annually, and the station was seeking additional support for both operational needs and potential HVAC system repairs.

Mr. Salmerón discussed budget allocations and financial planning over a five-year horizon, with current cash reserves at a little over \$700,000 and projections showing gradual increases to \$1.2 million. The Council and Mr. Salmerón explored potential funding sources, including unassigned cash balances. Judith Davis, Greenbelt East, inquired about the Ambulance Fee Fund, to which Chief Ray replied that the County had \$240,000 in an account. The discussion also touched on volunteer staffing and a Volunteer Staffing Utilization Incentive Program, though specific details about participation and funding were limited.

Public Safety Budget Discussion

Chief Bowers discussed Public Safety budget matters, including staffing levels and key changes from the previous year. He noted that the budget maintained consistency with the previous year, with notable increases in salary costs due to the collective bargaining agreement and a significant \$282,000 expense for stop sign cameras. The department was fully staffed with 72 people; however, as of that morning, the Accreditation Manager, Jim Parker, had retired, and the department was seeking to refill that position. Chief Bowers highlighted challenges with the records staff, particularly regarding mandatory

expungements, which had increased from an average of 50 per year to more than 200, and the need for additional funding for the Crisis Intervention Team, which was currently partially funded by ARPA.

Chief Bowers discussed the citation process and time-sensitive requirements, noting that stop sign violations included court representation, while other programs required an officer to provide testimony. He reviewed various grant applications, including State Highway grants handled by the Traffic Team and the Governor's Office of Crime Prevention and Policy (GOCAP) grants managed by the Administrative Services Lieutenant with assistance from Ms. Cary Eure, Grants Coordinator. Mr. Salmerón discussed liability concerns and risk factors related to law enforcement lawsuits through the Local Government Insurance Trust (LGIT). Mayor Pro Tem Weaver inquired whether there was potential interest from other municipalities in the Crisis Intervention Team training program, and Chief Bowers answered that the City of Hyattsville had started its own program.

Chief Bowers discussed the new electric vehicle cruiser, noting that it had only been in use for a week and still required IT installation and additional upfit items. The main challenge identified was the slow charging time using the current Level 1 charger, which would take about nine hours to charge 30 percent and would limit its widespread organizational use, though he acknowledged the need for continued monitoring of the electric vehicle's viability over the coming months. He also reported success with social media outreach efforts, which helped increase police officer applications from four or five to more than 20 candidates and successfully recruited eight communications staff members.

Chief Bowers reviewed the current accreditation status, noting that the Police Department maintained the "gold tier" standard with 486 standards, which is less common among peer agencies, which typically use the "LE1" tier with 180 standards. He addressed concerns about retirement eligibility, noting that only a small number of employees were currently eligible to retire over the next three years. There was also discussion regarding data privacy policies and technology usage, with a single point of contact identified for such inquiries.

Mayor Jordan suggested that a 5 percent salary increase from the Franklin Park at Greenbelt Station contribution be incorporated for the Franklin Park at Greenbelt Station officer and inquired whether there had been any negotiations with the Prince George's County School Board regarding the SRO. Mr. Salmerón and Chief Bowers noted that the City was currently in discussions with the Prince George's County School Board, and Mayor Pro Tem Weaver suggested starting negotiations with Franklin Park at Greenbelt Station during the next budget cycle.

Animal Shelter Budget

Chief Bowers and Ms. Fillman discussed the Animal Shelter budget, which showed a 2.5 percent increase in staffing costs and maintained full staffing for the first time in many years. The Shelter operates as a full-service facility from 7 a.m. to 7 p.m., by appointment only, with recent improvements made using ARPA dollars, including new flooring and HVAC systems. A Trap-Neuter-Return (TNR) grant that started on January 1st covers spay and neuter costs through a voucher program managed by an outside entity, while the Shelter itself remains in

temporary trailers, with ongoing concerns about spiraling construction costs for a new facility. Judith Davis, Greenbelt East, inquired about overtime costs for staff and insurance decreases, and Michael Hartman, 2 Court Gardenway, thanked the Police Department for implementing a Guardian Program for individuals with dementia. Chief Bowers discussed the budget request from the Greenbelt Community Emergency Response Team (GCERT) for \$1,500 to replace reusable inventory and outfit a trailer with equipment, including pop-up canopies, and from the Community Animal Response Team (CART) for \$1,500 for storage containers, additional pop-up canopies, and first aid materials.

Charter Amendment Discussion

Councilmember Pompi addressed concerns regarding the revised Charter Amendment Resolution that was presented to the Council two hours before the Monday, April 27th Regular Meeting. Mr. Salmerón explained that labor legal counsel had provided justifications for the modifications to the resolution and encouraged the Council to schedule a meeting with labor legal counsel to discuss those modifications.

The Council discussed the Charter amendment regarding collective bargaining, focusing on the definition of confidential employees. The discussion centered on whether certain positions in the City Manager's and City Treasurer's offices should be considered confidential employees for the purposes of union bargaining, with concerns raised about the potential impact of narrowly defining these roles. The Council debated using the National Labor Relations Board (NLRB) definition versus developing a more tailored approach, ultimately agreeing that the City could determine bargaining unit composition since Maryland lacks a universal public employee relations policy. Mr. Salmerón noted that the Charter Amendment Resolution would be added to the Monday, May 11th Regular Meeting agenda for first reading.

Information Items:

Councilmember McKinney informed the Council that she would be submitting a DEI recommendation as a discussion item on the upcoming May 11th Regular Meeting agenda.

Mayor Pro Tem Weaver gave a reminder that the upcoming May 4th Budget Work Session would be held at Green Ridge House starting at 7:00 p.m.

The meeting ended at 9:51 p.m.

Respectfully submitted,

Shaniya Lashley-Mullen
Deputy City Clerk

WORK SESSION OF THE GREENBELT CITY COUNCIL

Held on Monday, May 4, 2026

DISCUSSION: Greenridge House Budget Review (FY 2027)

Mayor Jordan started the meeting at 7:00 p.m. in Council Chambers via Zoom.

In attendance were: Councilmembers Frankie Santos Fritz, Amy E. Knesel, Danielle P. McKinney, Jenni A. Pompei, Silke I. Pope, Kristen L.K. Weaver, and Mayor Emmett V. Jordan.

City Staff: Josué Salmerón, City Manager; Timothy George, Assistant City Manager; Christal Batey (virtual), Assistant Director CARES/GAIL Program; Jamarie Spencer, Production Assistant; and Bonita Anderson, City Clerk.

Others present included Steve Sey, Property Management, and Kim Potts, Property Manager (virtual).

Greenridge House – Fiscal Year Accomplishments and Planned Projects:

Mr. Sey presented a detailed report on Fiscal Year 2026 accomplishments, noting completion of Phase I of the HVAC riser replacement project, renovation of the management office, parking lot improvements, installation of building-wide Wi-Fi, upgrades to security camera systems, renovation of four handicap-accessible units, and window replacements. Looking ahead to Fiscal Year 2027, planned projects include continuation of the HVAC riser replacement (Phase II), remediation of building erosion issues, installation of vinyl flooring in accessible units, construction of a pergola, and replacement of canopies at building entrances and the first-floor balcony.

HUD Funding and Reimbursements:

Kim Potts provided an update on HUD funding, confirming that there are currently no issues with reimbursements. She explained that recent adjustments, including a gross rent increase and updated utility allowance, resulted in a \$1 decrease in resident rent, while HUD voucher funding is expected to increase beginning with the May voucher cycle. Discussion included the 101 rentable units at the facility and the waiting list process, which requires in-person applications from eligible residents age 62 and older with incomes below \$53,000.

Unit Allocation and Solar Initiatives:

Ms. Potts outlined the unit allocation process, noting that applicants may decline up to three unit offers before being moved to the bottom of the waiting list. Unit availability hours are Monday through Friday, 9:00 a.m. to 4:00 p.m. Ms. Potts reported increased operational expenses due to higher Lifespan training costs. She also provided an update on solar initiatives, stating that a grant application for a 400+ kW solar system for both the Youth Center and Greenridge House was unsuccessful in the first round but will be resubmitted in the fall. Currently, one unit is available for occupancy, with two additional units anticipated to become available in July pending contractor completion and HUD approval.

Maintenance and Facility Updates:

Ms. Potts reported ongoing challenges in recruiting a qualified full-time maintenance staff member, resulting in the temporary rehiring of a former employee through a staffing agency. Council discussed potential impacts to payroll should a full-time employee be hired. Updates were also provided on lobby renovations, which have been delayed due to permitting issues with Prince George's County; Council offered assistance in expediting the process. Ms. Potts reported improved compliance with the building's no-smoking policy, although occasional violations involving marijuana use continue to be addressed.

Safety Protocols and Resident Engagement:

Discussion included fire safety protocols, with Ms. Potts noting that fire drills have been inconsistent due to difficulty securing volunteers to serve as hall monitors. Council emphasized the importance of documenting fire department response times and requested updates on any incidents. Ms. Potts reported an annual unit turnover rate of approximately 5–10 units. Updates were also provided on resident engagement, including organized activities such as Recreation Center bus tours, Cinco de Mayo celebrations, and a planned crab feast. Council agreed to coordinate a meet-and-greet session with residents, tentatively proposed for June.

Additional Program and Policy Updates:

Ms. Potts provided information on building policies, including pet restrictions and associated fees, as well as compliance with Maryland energy efficiency requirements. Christal Beatty presented on the HUD Service Coordinator Grant Program and confirmed that annual resident satisfaction surveys are conducted to assess service effectiveness.

Review of May 11th Agenda:

The Council reviewed the upcoming May 11 meeting agenda, discussing potential additions including a presentation from State's Attorney Jackson and proposals related to the DEI position. The discussion concluded with scheduling considerations for future Council meetings and the budget review process. Councilmembers agreed to enter executive session to discuss personnel matters and pending litigation.

CLOSED SESSION: Ms. Weaver moved that Council to go into closed session in accordance with Section 3-305(b)1) and(8) of the General Provisions Article of the Annotated Code of the Public General Law of Maryland 1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals; and 2) to consult with staff, consultants or other individuals about pending or potential litigation.

The purpose of this meeting will be 1) to discuss personnel matters; and 2) to consult with staff, consultants, or other individuals about pending or potential litigation.

Ms. Weaver noted that Council would not return to open session.

Ms. Knesel seconded.

ROLL CALL:	Councilmember Fritz	- Yes
	Councilmember Knesel	- Yes
	Councilmember McKinney	- Yes
	Councilmember Pompei	- Yes
	Councilmember Pope	- Yes
	Mayor Pro Tem Weaver	- Yes
	Councilmember Mayor Jordan	- Yes

Council moved into Closed Session at 8:07 pm.

Respectfully submitted,

Bonita Anderson
City Clerk

BUDGET WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, May 6, 2026, to meet with the Recognition Groups (Group 1) regarding the FY2027 Proposed Budget.

Mayor Jordan started the meeting at 7:30 p.m. The meeting was held at the Council Chambers of the Municipal Building, 25 Crescent Road, and via Zoom.

PRESENT WERE: Councilmembers Frankie S. Fritz, Amy E. Knesel, Danielle P. McKinney (7:06 p.m.), Jenni A. Pompei, Silke I. Pope, Mayor Pro Tem Kristen L.K. Weaver, and Mayor Emmett V. Jordan.

STAFF PRESENT WERE: Josué Salmerón, City Manager; Greg Varda, Director of Recreation; and Shaniya Lashley-Mullen, Deputy City Clerk.

OTHERS PRESENT WERE: Representatives of each recognition group (Group 1), and others.

The Council held a work session to review budget requests from local organizations. Mr. Varda explained the grant review and funding processes, which involved more than 50 recognition groups requesting funding, and the budget adjustments made to balance the available budget of \$122,200 with the \$199,307 in requested funding.

Greenbelt Soccer Alliance: Jonas Cadwallader and Scott Borg reported 149 unique players this season, with 50% being Greenbelt residents. The organization practices at the new Schrom Hills Park fields and anticipates growth due to the upcoming World Cup, though none of their matches will be held in Greenbelt. Mr. Varda advised that the review committee panel recommended a reduced funding amount of \$3,300 for FY2027, down from their requested \$4,000, due to their well-organized status and existing financial reserves.

Greenbelt Municipal Swim Team: Liz Murray and Christine Nickel requested the same funding amount as last year to support their coaching staff, noting challenges from pool maintenance that affected their programs and reduced their home meets from two to one last year. The team plans to increase its fundraising efforts, including a potential collaboration with the Greenbelt baseball team for Labor Day Festival bingo. Mr. Varda advised that the Greenbelt Municipal Swim Team requested \$10,000 for FY27, and the review committee panel recommended a reduced funding amount of \$8,300. The first home meet is scheduled for June 13 from 8 a.m. to noon at the Greenbelt Aquatic and Fitness Center.

Chesapeake Education Arts Research Society (CHEARS): Carolyn Lambright-Davis, Earth Squad, Jennifer Dudley, Bil Davis, and Maggie Cahalan presented a PowerPoint presentation. Ms. Cahalan noted that this marked CHEARS' 20th anniversary as a 501(c)(3) nonprofit. She presented their various projects, including the Three Sisters Gardens initiative across multiple locations in Greenbelt, with volunteers working to maintain and harvest the gardens while experimenting with innovative planting methods,

such as using toilet paper rolls for tomato plants. Ms. Cahalan discussed the Greenbelt Grows initiative, including the mobile food hub and the Great Food Transition Project. Mr. Varda advised that CHEARS requested \$1,800 for FY27, and the review committee panel recommended a reduced funding amount of \$1,500.

Greenbelt Farmers Market: Scott Fifield and Suzette Agans reported on vendor changes and the upcoming market preparation for Sunday, May 10th. The Greenbelt Farmers Market will open at 10 a.m., with some new vendors joining, while others, including beer and wine vendors, did not return. Mr. Varda advised that the Greenbelt Farmers Market has a Basic Certification and only receives in-kind services from the City.

Greenbelt Boys & Girls Club: Orin Howard provided an update on the Greenbelt Boys & Girls Club's current activities, including 20 track athletes practicing at Eleanor Roosevelt High School and eight flag football players, with female flag football showing growth. The discussion addressed the potential addition of tackle football, though Mr. Howard noted it would require new equipment, including compliant helmets, and solid participant numbers by a specific deadline. Mr. Varda advised that the Greenbelt Boys & Girls Club requested \$11,000 for FY27, and the review committee panel recommended \$9,100, noting their strong impact but potential financial reserves that might not require the full amount requested. The Council clarified that its current policy requires organizations to have 501(c)(3) status, which would need to be reviewed if Mr. Howard chose to pursue a 501(c)(7) designation instead.

Greenbelt Youth Baseball: Patrick Keaton discussed the Greenbelt Youth Baseball program's 75-year history and current operations, including their 220 players across 20 teams from ages 5-13. He highlighted recent improvements including more sponsors, successful fundraising events, and a planned tournament in June. Mr. Varda advised that Greenbelt Youth Baseball requested \$10,500 for FY27, and the review committee panel recommended \$8,700 due to budget constraints. Mr. Keaton acknowledged the higher income projections and agreed to share updated information about their fundraising efforts with the Council. He explained that while field drainage issues were previously a concern, they have been resolved, though they still face challenges with using county fields and paying for light pole charges. Mr. Salmerón agreed to help track utility costs for the light poles.

Babe Ruth: The Council discussed Babe Ruth's Operating Grant Application. Mr. Varda advised that Babe Ruth requested \$3,500 for FY27, and the review committee panel recommended \$2,900.

Greenbelt Refugee Aid Committee (GRACE): Frank Gervasi described GRACE's four-year mission to support Ukrainian refugees and those affected by Russian bombing, highlighting GRACE's work with local volunteers and members of Parliament. Mr. Varda advised that GRACE requested \$10,000 for FY27, and the review committee panel recommended \$7,900. The Council reviewed GRACE's work supporting Ukrainian refugees, and Mr. Gervasi advised that GRACE is considering establishing

sister-city relations with Ukrainian cities. Mayor Pro Tem Weaver expressed concerns about the cost and alignment of the request within the City's contribution structure, suggesting that a sister-city program might need to be funded separately. Mr. Gervasi explained GRACE's ongoing commitments and potential future support for undocumented residents in Greenbelt.

Greenbelt Business Alliance (GBA): Paul Ricketts explained that the GBA currently has 34 paid members and aims to increase to 50 members. The GBA plans to use the funds to host a gala like its successful event in 2025, which included award ceremonies and networking opportunities. Mr. Varda advised that the GBA requested \$5,000 for FY27, and the review committee panel recommended \$4,000, noting that the event could boost economic activity but was less well aligned with the recognition group program's mission.

Grant Funding Framework Discussion

Mr. Varda discussed the grant funding framework and budget adjustments, noting that Nicole DeWald, Arts Supervisor, addressed a \$77,000 budget shortfall through tier-based funding caps and scoring adjustments. Council members raised concerns about significant funding increases from some organizations and questioned whether organizations like GATe and GRACE should receive funding due to concerns about their alignment with program purposes. The Council agreed to schedule a work session during the summer to review and potentially amend the funding policy, including consideration of performance metrics and the variation in the types of requests from organizations.

Information Items:

There was discussion regarding replacing the Kelly Ivy Memorial Tree at Braden Field.

The meeting ended at 9:22 p.m.

Respectfully submitted,

Shaniya Lashley-Mullen
Deputy City Clerk

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held May 11, 2026.

Mayor Jordan called the meeting to order at 7:30 p.m.

ROLL CALL was answered by Councilmembers Frankie Santos Fritz, Amy E. Knesel, Danielle P. McKinney, Jenni A. Pompei, Silke I. Pope, Kristen L.K. Weaver, and Mayor Emmett V. Jordan.

ALSO PRESENT were Josué Salmerón, City Manager; Timothy George, Assistant City Manager; Jamarie Spencer, Production Assistant; and Bonita Anderson, City Clerk.

Mayor Jordan asked for a moment of silence in honor of resident Eileen Connolly.

Councilmember Pope led the Pledge of Allegiance to the Flag. Mayor Jordan recited the Greenbelt Community Pledge.

PETITIONS AND REQUESTS:

Fred Gasper, a resident, presented concerns about the poor condition of Hanover Parkway, noting that despite previous presentations in 2018 and 2021 highlighting needed improvements, no work has been completed. The resident also raised issues regarding missing concrete bus platforms in Greenbelt East.

CONSENT AGENDA: It was moved by Councilmember Pope and seconded by Councilmember Knesel to approve the consent agenda as presented. The motion passed 7-0.

Council thereby took the following actions:

MINUTES OF COUNCIL MEETINGS:

Work Session, March 2, 2026
Public Hearing, March 9, 2026
Regular Meeting, March 23, 2026
Regular Meeting, April 13, 2026
Work Session, April 15, 2026
Work Session, April 22, 2026
Regular Meeting, April 27, 2026
Approved as presented.

MEETINGS: Council approved the meetings list.

COMMITTEE REPORTS:

Board of Elections Report #2026-02 (Council Ranked-Choice Voting and Other Matters Request for 2027 Municipal Elections): Council accepted the report.

Arts Advisory Board Report #26-3 - (Recognition Group Status): Council accepted the report.

APPROVAL OF AGENDA: It was moved by Mayor Pro Tem Weaver to remove items # 13 “Greenbelt Station Central Park Planter Project” and #16 “State Highway Administration "Don't Block the Box" Stripping at Greenbelt Road and Hanover Parkway Request Letter” from the agenda, and seconded by Councilmember Pompei that the agenda be approved as presented. The motion passed 6-1. (Mayor Jordan)

PRESENTATIONS:

Prince George's County State's Attorney Tara Jackson: State's Attorney Tara Jackson presented an overview of crime trends in Prince George's County, reporting a 19% decline in violent crime and a 40% decrease in homicides in 2025 compared to 2024. She highlighted key priorities, including addressing repeat gun offenders, focusing on youth accountability through programs like truancy initiatives and Back on Track, and preventing business crimes. Jackson also mentioned her efforts to close a loophole in gun crime legislation and her partnership with Police Chief Bowers, while noting that domestic violence assaults and assaults without weapons had increased slightly that year.

Memorial Day Poppy Presentation: The Mayor presented a proclamation recognizing the American Legion Post 136 Memorial Day commemoration, with officers and members of the American Legion Auxiliary attending the meeting and making a presentation honoring those who died in combat while serving in the armed forces.

Jewish American Heritage Month Proclamation: Mayor Jordan presented a proclamation declaring May as Jewish American Heritage Month.

National Physical Fitness and Sports Month Proclamation: Mayor Jordan presented a proclamation declaring May as National Physical Fitness and Sports Month.

Public Hearing — FY 2027 Proposed Budget: Mayor Jordan recessed the meeting to hold a public hearing on the 2027 proposed budget, with several residents providing comments. Lore Rosenthal commended the city staff for making budget information more accessible to the public. Bob Rand expressed concerns about the proposed restructuring of the DEI office and called for input from Tyra Smith, the city's first DEI officer. Michael Hartman requested a dedicated budget for establishing sidewalks in Greenbelt, citing the need for a contiguous and safe sidewalk system. Dr. Lois Rosado emphasized the importance of an independent DEI office and called for updated information on equity and inclusion initiatives in Greenbelt.

MINUTES:

Statement of Record – Closed Session, May 4, 2026: Mayor Pro Tem Weaver moved that in accordance with the General Provisions Article, Section 3-06(C)(2) of the Annotated Code of Public General Laws of Maryland, the minutes of tonight's meeting reflect that Council met in closed session on Monday, May 4, 2026, at 8:13 pm, in the Council Chambers. Council held this closed meeting in

accordance with Section 3-305(1) and (8) of the General Provision Article of the Annotated Code of the Public General Laws of Maryland 1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals; and 2) to consult with staff, consultants, or other individuals about pending or potential litigation.

The purpose of this meeting was 1) personnel matters over which this public body has jurisdiction and which related to specific individuals, and 2) to receive updates about pending or potential litigation.

Vote to close session:

	Yes	No	Abstain	Absent
Councilmember Fritz	X			
Councilmember Knesel	X			
Councilmember McKinney	X			
Councilmember Pompei	X			
Councilmember Pope	X			
Mayor Pro Tem Weaver	X			
Mayor Jordan	X			

Staff present: Josué Salmerón, City Manager (8:13-9:06; 9:21); and Tim George, Assistant City Manager (8:13-9:06; 9:21)

Other individuals in attendance: None.

Action taken: Council affirmed the City Manager's personnel decision in a specific case (7-0).

Councilmember Pope seconded.

ROLL CALL: Councilmember Fritz - Yes
Councilmember Knesel - Yes
Councilmember McKinney - Yes
Councilmember Pompei - Yes
Councilmember Pope - Yes
Mayor Pro Tem Weaver - Yes
Mayor Jordan - Yes

ADMINISTRATIVE REPORT:

City Manager Salmerón reported on several upcoming community events, including a Wellness Walk, a job fair, and a Pride flag-raising ceremony. He also addressed questions regarding stop sign cameras in Greenbelt West, explaining that their installation is restricted by state legislation to locations within a half-mile radius of school zones.

Additionally, the City Manager highlighted recent investments in the Hanover area, noting \$1 million allocated for road resurfacing along Hanover Parkway and \$400,000 dedicated to lighting improvements at Schrom Hills Park.

Councilmember Fritz requested further data on camera violations, specifically seeking a breakdown by vehicle registration location and vehicle type. Staff confirmed that this information will be incorporated into ongoing monthly reporting and trend analysis.

LEGISLATION:

A Resolution Creating a Grant Matching Fund for the Purpose of Providing Funding for City Grants: Mayor Jordan read the agenda comments. Councilmember Pompi introduced the resolution for second reading and adoption.

Mayor Jordan seconded.

ROLL CALL: Councilmember Fritz	- Yes
Councilmember Knesel	- Yes
Councilmember McKinney	- Yes
Councilmember Pompi	- Yes
Councilmember Pope	- Yes
Mayor Pro Tem Weaver	- Yes
Mayor Jordan	- Yes

The resolution was adopted.

A Charter Amendment Resolution of the Council of the City of Greenbelt to Amend §3-22 “Powers” of the City Charter to Authorize the City of Greenbelt to Engage in Collective Bargaining with Certain Eligible Non-Exempt, Non-Managerial, and Non-Confidential City Employees as Provided in Article VIII of Chapter 13 of the City Code: Mayor Jordan read the agenda comments. Councilmember Pompi introduced the resolution for first reading. A public hearing is scheduled for June 8.

Discussion of the Council Planning Framework: Mayor Jordan read the agenda comments. Council discussed an updated Council Planning Framework incorporating recent feedback, with Councilmember McKinney proposing adoption of the framework with feedback from Mayor Jordan and Councilmember Pompi, while scheduling a future work session to prioritize specific action items. Council discussed and voted to amend language regarding carbon neutrality targets in the planning framework, removing specific binding commitments and replacing them with a directive to develop targets with annual benchmarks embedded in the budget process.

Discussion of DEI Position Proposals: Mayor Jordan read the agenda comments. Councilmember McKinney presented a four-pronged proposal outlining alternatives for restructuring the City's Diversity, Equity, and Inclusion (DEI) position. Framing the proposal with a personal story about renovating a family home, McKinney likened the City's DEI efforts to an ongoing renovation

process, emphasizing the importance of continuing the work to completion rather than halting progress midway. Discussion centered on how to sustain equity and inclusion initiatives in FY 2027 while maintaining fiscal responsibility.

EXTENSION OF MEETING: Mayor Pro Tem Weaver moved to extend the meeting until 10:00 pm. Mayor Jordan seconded. The motion passed 7-0.

Council reviewed four options for the DEI role: (1) maintaining a senior-level leadership position, (2) combining the role with an Economic Development Director position, (3) placing the function within the Human Resources Department at the manager level, or (4) utilizing a contractual consultant during a transitional period. Members stressed the need for a clearly defined “general contractor” role to coordinate efforts and improve transparency in implementation. Councilmember Pompi highlighted budget constraints and the need to reallocate resources to support related initiatives, including bilingual communications and expanded recreational opportunities.

Further discussion addressed the scope, authority, and organizational placement of the DEI officer. Councilmember Fritz underscored the importance of integrating cooperative principles into economic development strategies to advance racial equity. Councilmember Pompi noted the need for clearer goals and structure in the role from its inception and expressed appreciation for the work of the current DEI officer. Council reached consensus on maintaining funding for the position to ensure continuity in DEI efforts.

Public comment reflected concerns regarding transparency, personnel decision-making, and the importance of preserving a strong, independent DEI function. In response, the Council expressed support for enhanced transparency measures, including regular updates on DEI progress, the potential development of annual reporting, and consideration of a community subcommittee dedicated to equity and inclusion.

EXTENSION OF MEETING: Councilmember McKinney moved to extend the meeting until 10:30 pm. Councilmember Fritz seconded. The motion passed 7-0.

WMATA Trail Bridge and Boardwalk Engineering: Mayor Jordan read the agenda comments. Mayor Pro Tem Weaver moved that Council authorize the City Manager to engage Dewberry and Davis to provide engineering and design services for the WMATA Trail Bridge and Boardwalk project, not to exceed \$150,000, due to an expiring bond bill. Councilmember Pompi seconded. The motion passed 7-0.

COUNCIL ACTIVITIES: Council members reported on their activities and events between April 28 and May 11, 2026

- 28 April: Advisory Committee on Education (Pompi)
- 28 April: Greenbelt Advisory Committee on Environmental Education (Weaver)
- 29 April: Greenbelt Business Alliance (Jordan)
- 30 April: Greenbelt Rotary Club (Weaver)

- 30 April: Nancy Grace Roman Satellite Tour at NASA Goddard Space Flight Center (Fritz, Jordan, Knesel, McKinney, Pompei, Weaver)
- 30 April: Happy Hour for a Cause (Fritz, Jordan, Weaver)
- 30 April: Youth Apprenticeship Fair (Pompi)
- 01 May: Issues to Action Summit (Pompi)
- 01 May: Chesapeake Bay Policy Committee (Pompi)
- 01 May: Maryland Municipal League Board Meeting (Jordan)
- 02 May: Berwyn Heights Day events (Fritz, Jordan, Pompei, Pope, Weaver)
- 02 May: Touch-a-Truck (Fritz, Jordan, Pompei, Pope, Weaver)
- 02 May: Free Comic Book Day at the SPACE (Pompi, Pope)
- 02 May: Prince George's County Lynching Memorial Project Racial Justice Essay and Creative Arts Contest Awards Ceremony (Fritz, Jordan, Pompei, Pope, Weaver)
- 02 May: Goddard Visitor Center 50th Anniversary Event (Weaver)
- 03 May: Art Studio Open House and Artful Afternoon (Jordan, Weaver)
- 04 May: Agenda Planning (Jordan, Weaver)
- 04 May: Farmer's Market Board Meeting Presentation (McKinney)
- 06 May: District 22 Post-Session Virtual Town Hall (Weaver)
- 07 May: Greenbelt Rotary Club (Weaver)
- 08 May: Legislative Update Call (Jordan, Pompei)
- 10 May: Green Man Festival (Jordan, Knesel, Pompei, Weaver)
- 10 May: Youth Advisory Committee Meeting (McKinney)
- 10 May: Farmers Market Opening Day (Jordan, Pompei, Weaver)
- 10 May: Artful Afternoon and Arts Mixer (Weaver)
- 11 May: Agenda Planning (Jordan, Weaver)

ADJOURNMENT: A motion to adjourn the meeting was made by Mayor Pro Tem Weaver and seconded by Councilmember Pompei. The motion carried 7-0. Mayor Jordan adjourned the regular meeting of May 11, 2026, at 10:29 p.m.

Respectfully submitted,

Bonita Anderson
City Clerk

I hereby certify that the above and foregoing is a true and correct report of the regular meeting of the City Council of Greenbelt, Maryland, held May 11, 2026.

Emmett V. Jordan
Mayor

BUDGET WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, May 13, 2026, to meet with the Recognition Groups (Group 2) regarding the FY2027 Proposed Budget.

Mayor Jordan called the meeting to order at 7:30 p.m. The meeting was held in the Council Chambers of the Municipal Building, 25 Crescent Road, and via Zoom.

PRESENT WERE: Councilmembers Frankie S. Fritz, Amy E. Knesel, Danielle P. McKinney (virtual), Jenni A. Pompei (arrived at 7:36 p.m.), Silke I. Pope, Mayor Pro Tem Kristen L.K. Weaver, and Mayor Emmett V. Jordan.

STAFF PRESENT WERE: Josué Salmerón, City Manager; Greg Varda, Director of Recreation; Nicole DeWald, Arts Supervisor; and Shaniya Lashley-Mullen, Deputy City Clerk.

OTHERS PRESENT WERE: Representatives of each Recognition Group (Group 2); and other attendees.

The Greenbelt City Council held a work session to review budget requests from community recognition and contribution groups, focusing on budget-related evaluations. Ms. DeWald explained that the review committee panel had reviewed the applications and found that requests exceeded the available budget by 63%. Budget adjustments were made to align the requests with available funding.

Black History & Culture Committee: Dr. Lois Rosado and Joe Parks discussed the committee's mission to highlight African American contributions and their plans for upcoming programs, including a focus on the 2027 Black History Month theme, "Black Press to Black Digital Press." Councilmember Fritz expressed enthusiasm for the theme, noting its importance in providing alternative voices and historical perspectives. Dr. Rosado confirmed that programming would focus on two main areas: February events and November's Emancipation Day, with a commitment from Shemeka to portray Ida B. Wells.

Greenbelt Community Orchestra: Anne Gardner reported that the Greenbelt Community Orchestra is in its third year. She discussed its upcoming May 31 concert, which will feature themes related to the 250th anniversary of American history, as well as future performances, including a NASA-themed "Planets" concert in November. She explained that the orchestra's funding request is intended to support conductor stipends and music rights, particularly for works by women and minority composers.

Greenbelt Concert Band: Jean Lee and Danielle Celdran provided an update on the Greenbelt Concert Band and expressed gratitude for the Greenbelt Community Foundation's grant support. They highlighted recent events, including a successful tribute concert for former member Tom Cherix, and described their ongoing partnerships with schools and local organizations. The Greenbelt Concert Band is seeking funding to support the conductor's salary, operational expenses, and music

purchases. Ms. Celdran also discussed the band's fundraising efforts, including a new sponsorship program. Councilmembers expressed appreciation for the band's contributions to the community and asked questions about financial details, including the difference between honorarium and salary payments.

Greenbelt Labor Day Festival: Donna Peterson, Karen Yoho, and Jon Gardner reported on the upcoming 72nd Greenbelt Labor Day Festival. The festival will run from Friday evening through Monday afternoon and will feature activities including a carnival with a new vendor, Snyder Amusements, entertainment, and community events. Mr. Gardner stated that the committee is seeking in-kind support from the City, including bus coordination, police services, and Public Works assistance. The committee is also exploring ways to increase participation by local nonprofit organizations and improve accessibility features at the event. Applications for various festival activities will open on May 18.

The Space: Shaymar Higgs and Robert Rand reported on successful program expansions, including new 3D-printing and laser equipment, an entrepreneurship program, and partnerships with local schools. Mr. Rand shared an extensive list of partners and programs, including work with charter schools such as Kingsman Academy and Pathways Public Charter School. He highlighted the recent Standards for Excellence certification and governance improvements. The Space is seeking \$25,000 in general operating funds for the current year, a reduction from previous requests, and is facing space constraints due to the loss of its upper-level space and ongoing challenges in finding new locations for displaced programs such as sewing and yoga. Ms. DeWald stated that The Space received positive feedback from the review committee panel for promoting opportunity and equity.

Greenbelt Arts Center: Carol Shaw, Chris Dullnig, and Alan Duda presented the Greenbelt Arts Center's 45-year history in Greenbelt and discussed its current challenges, including reduced City funding and recovery from the impacts of the pandemic. Ms. Shaw highlighted the community's arts and theater programs, including monthly art displays featuring local artists, upcoming music performances by Marvin Gray and the Gray Line Band, and a potential collaboration with a magician and improv group for Labor Day weekend. Ms. DeWald reported that the review committee panel recognized the Greenbelt Arts Center for its community impact despite its financial challenges.

GATe: Frank Gervasi, Jennifer Dudley, and Daniel Thiess discussed GATe's mission of community-driven storytelling, its funding through PEG (Public, Educational, and Governmental) fees, and its efforts to expand into elementary schools through literacy fairs, while noting declining PEG funding and the need to diversify revenue sources. Mr. Thiess was introduced as the new Executive Director, and GATe was recognized as celebrating its 40th anniversary. The Council discussed GATe's current operations and financial situation, noting that PEG fees have decreased from \$180,000 to \$85,000 over five years, while fixed costs remain approximately \$35,000. The organization relies heavily on volunteers and has reduced staff from six full-time employees to two part-

time employees. GATe operates several programs, including the Utopia Film Festival, monthly Baha'i productions, and educational courses, with recent initiatives including partnerships with local elementary schools and a stop-motion animation program for children. The Council acknowledged GATe's significant community impact and educational opportunities, expressed concern about staffing reductions due to decreased funding, and Mayor Pro Tem Weaver suggested scheduling a work session to explore strategies for modernizing revenue streams, potentially including a streaming tax.

Friends of the New Deal Café Arts: Meg Haney and Julie Winter discussed plans to promote the upcoming Jazz Festival on June 6 and the Blues Festival on September 26, both organized by Friends of the New Deal Café Arts, through social media, posters, postcards, and a spring fundraising effort. They also noted the addition of professional emcees and sound technicians to enhance the festivals. The advisory panel commended the events as a Greenbelt mainstay, noting that they attract visitors from outside the City and offering support for including more local performers, if possible.

Greenbelt Makerspace: Robert Candey, Tim Uber, Vikram Kashyap, and Donna Lochner presented the organization's accomplishments over the past year, including operating a tool library with more than 830 items, hosting repair cafés, and planning to offer classes. They reported 1,072 tool checkouts and services to more than 1,300 visitors during the past year. Councilmembers expressed support for the organization's growth and community impact. Mr. Salmerón asked whether Greenbelt Makerspace would consider a potential collaboration with the City regarding snow-removal equipment sharing.

Information Items:

Mayor Jordan advised that the Final Budget Review would be held on Monday, May 18, and that Budget Adoption would be held on Tuesday, May 26. Mayor Pro Tem Weaver reminded the Council to submit formal proposals by Friday, May 15, so they could be included in the Council's work session packet.

Mr. Salmerón discussed scheduling a follow-up meeting with County Councilmember Adams to discuss the City's top priority request to the County. Mayor Jordan and Councilmember Pompei stated that they would like to attend the meeting.

The meeting ended at 9:40 p.m.

Respectfully submitted,

Shaniya Lashley-Mullen
Deputy City Clerk

BUDGET WORK SESSION OF THE GREENBELT CITY COUNCIL held on Wednesday, May 18, 2026, for the final budget review.

Mayor Jordan started the meeting at 7:07 p.m. The meeting was held at the Council Chambers of the Municipal Building, 25 Crescent Road, and via Zoom.

PRESENT WERE: Councilmembers Frankie S. Fritz, Amy E. Knesel, Danielle P. McKinney, Jenni A. Pompei, Silke I. Pope, Mayor Pro Tem Kristen L.K. Weaver, and Mayor Emmett V. Jordan.

STAFF PRESENT WERE: Josué Salmerón, City Manager; Tim George, Assistant City Manager; Dr. Dawane Martinez, Director of Human Resources; Dr. Liz Park, Director of CARES; Brian Kim, Director of Public Works; Greg Varda, Director of Recreation; and Shaniya Lashley-Mullen, Deputy City Clerk.

OTHERS PRESENT WERE: Bertha Gaymon, Consultant; Judith Davis; Bill Orleans; Michael Hartman; and others.

Final Budget Review

The Greenbelt City Council held a work session to review the final proposed modifications to the FY2027 budget and operational plan. Mr. Salmerón reported that, despite initial uncertainties, the budget remained balanced, with projected revenues of \$41,748,149 and expenditures of \$41,741,246. He discussed several budget adjustments, including employee health costs, Board of Elections changes, and potential grant modifications. One key decision was to delay the use of an \$87,000 PEPCO credit until next year's budget. Mr. Salmerón noted that, while abatement allowances were increased to \$580,000 in the budget, this figure was based on current patterns rather than the higher amounts seen in previous years.

The Council discussed budget requests totaling \$199,746 to be funded from Unassigned Cash Reserves, with no proposed tax rate increase. The requests included \$92,000 for health and prescription increases, \$7,500 for Board of Elections educational campaigns on ranked-choice voting, and \$15,632 for increased utility and operating costs for the Cinema facility. The Council also considered additional contributions of \$60,000 for business stabilization and development and an increase in the Cinema subsidy to \$100,000, although these amounts were not yet included in the current budget presentation.

While several Councilmembers expressed support for the Cinema, concerns were raised about the financial impact given the tight budget and the need to avoid using reserves for operating costs. Dr. McGrath explained the Cinema's efforts to secure over \$500,000 in grants and donations for infrastructure improvements. The Council agreed to support both the subsidy increase and the one-time infusion, with plans to monitor the Cinema's performance and potentially have a Councilmember join the Cinema's Board as a non-voting member. Michael Hartman, a Greenbelt resident, spoke in support of funding for the Greenbelt Cinema, explaining that the investment would benefit multiple businesses in

Roosevelt Center, including restaurants and shops. Bill Orleans, a Greenbelt resident, echoed Mr. Hartman's comments and suggested that the City should buy Roosevelt Center.

The Council and Mr. Salmerón discussed several budget reclassification proposals, including creating a new Operations Manager position, restructuring the Human Resources position into two part-time roles, and reclassifying various staff positions to reflect increased responsibilities and complexity. The discussion included debate about the Diversity, Equity, and Inclusion (DEI) Officer role, with Councilmember McKinney expressing concerns about the specific grading and questioning the rationale for the proposed Grade 11 classification. Mr. George discussed reclassifying the Grants Coordinator position from Grade 10 to Grade 11, with the change taking effect July 1.

Members of the public, including Mr. Hartman, Mr. Orleans, Mr. Rand, and Dr. Rosado, criticized the proposal to move the DEI position from Grade 15 to Grade 11, arguing that it represented a retreat from progressive DEI initiatives and failed to adequately address accessibility for people with disabilities. They called on the Council to reconsider the proposal and preserve the independent DEI office at its current staffing level. The Council discussed the future of the DEI position after Mr. Salmerón recommended reclassifying it, with funding remaining available for either personnel or professional services. Councilmember McKinney presented five alternatives for consideration, while Councilmember Pompei expressed disappointment with the process but supported reshaping the role. The Council agreed to continue the discussion at upcoming work sessions on June 1 or July 1.

Councilmember Pompei submitted a proposed \$130,000 funding solution to maintain critical health programs after American Rescue Plan Act (ARPA) funding ends, suggesting cuts to the Greenbelt East Recycling Center and administrative budgets to cover the gap, including reductions to Legislative Services funding and the DEI position. The discussion revealed confusion about which positions would be funded, with clarification needed on whether all three positions, the Nurse Coordinator, Community Health Coordinator, and Community Case Manager, would be maintained and how funding would be allocated between CARES and the Police Department. Judith Davis, a Greenbelt resident, expressed support for eliminating the Greenbelt East Recycling Center and questioned the value of the current legislative consulting services. The Council debated using reserves for this one-time expense, with concerns raised about sustainable fiscal practices and the use of reserves. The discussion also included utility cost savings from the Solar Farm Project, potential fuel cost increases, theater subsidy payments, and collective bargaining legal expenses.

The Council discussed budget allocations for various community organizations, focusing on adjustments to the proposed funding amounts. The Council agreed to eliminate funding for Greenbelt Refugee Aid (GRACE), provide \$12,000 to Greenbelt Access Television (GATe), and reduce funding for the Greenbelt Business Alliance (GBA) to \$2,000, with the expectation that it would raise additional funds independently.

Review of Meeting Schedule and May 26th Regular Meeting Agenda

The Council reviewed the upcoming meeting schedule, and Mayor Jordan requested that a Special Meeting/Closed Session be scheduled after the June 29th work session with County Councilmember Adams to discuss personnel matters. Councilmember McKinney requested that a work session be scheduled for June 1 to discuss the DEI Office restructuring. The Council also reviewed the upcoming May 26 regular meeting agenda.

The meeting ended at 10:13 p.m.

Respectfully submitted,

Shaniya Lashley-Mullen
Deputy City Clerk

DRAFT

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held May 26, 2026.

Mayor Jordan called the meeting to order at 7:30 p.m.

ROLL CALL was answered by Councilmembers Frankie S. Fritz, Amy E. Knesel, Danielle P. McKinney, Jenni A. Pompei, Silke I. Pope, Mayor Pro Tem Kristen L.K. Weaver, and Mayor Emmett V. Jordan.

ALSO PRESENT were Josué Salmerón, City Manager; Timothy George, Assistant City Manager; Bertha Gaymon, Acting City Treasurer; Rick Bowers, Police Chief (virtual); Christal Batey, Assistant Director of CARES and GAIL; Dr. Luisa Robles, Sustainability Coordinator; Greg Varda, Director of Recreation; Cynthia Brown, Aquatic Coordinator; and Bonita Anderson, City Clerk.

Mayor Jordan asked for a moment of silence in honor of former resident Martha Tompkins Folk.

Councilmember McKinney led the Pledge of Allegiance to the Flag. Councilmember Knesel recited the Greenbelt Community Pledge.

PETITIONS AND REQUESTS:

Judith “J” Davis (Resident Expression of Appreciation): Thanked the City Council for nominating him for a Maryland Municipal League award. He also raised operational budget inquiries regarding WMATA reimbursement amounts, Community Development Block Grant (CDBG) fund usage, and commercial property tax rates.

Mark Sherman (Electoral Structure Suggestion): Suggested implementing a ward system for future City Council representation across municipal districts.

Andy Zmidzinski (Enforcement Concerns): Raised concerns regarding stop sign camera enforcement, highlighting a lack of physical maps for residents and questioning the active technical involvement of traffic engineering.

Michael Hartman (Information Request): Requested additional information regarding the specific sidewalk assessment criteria and fund reallocations included in the Citylogix contract.

David Waples (Fiscal Policy Concerns): Urged the Council to mitigate the financial impacts of tax increases on older residents and advocated for aggressively building up the City’s commercial tax base.

Louise Weissman (Program Management Concerns): Expressed strong concerns regarding the management of JEDI (Justice, Equity, Diversity, and Inclusion) initiatives through the Human Resources department rather than via open, citywide communication channels.

CONSENT AGENDA: It was moved by Councilmember Pope and seconded by Mayor Pro Tem Weaver to approve the consent agenda as presented. The motion passed 7-0.

Council thereby took the following actions:

MINUTES OF COUNCIL MEETINGS: None.

COMMITTEE REPORTS:

Board of Elections Report #2026-03 (FY27 Budget Request): Council accepted the report.

Reappointment to Advisory Board/Committee: Council approved the reappointment of Stanley Zirkin to a new term on the Advisory Committee Advancing Public Safety (ACAPS).

Resignation from Advisory Board/Committee: Council accepted the resignation of Dr. Charles Jackman from the Advisory Committee on Trees (ACT). In accordance with City Charter restrictions limiting simultaneous board service, Council also accepted Stanley Zirkin's resignation from the Employee Relations Board (ERB) with regret.

Authorization for City Manager to Approve Contract with Citylogix for Sidewalk Assessment and Fund Reallocation: Council approved the purchase and fund reallocation.

APPROVAL OF AGENDA: It was moved by Councilmember Pope and seconded by Mayor Jordan that the agenda be approved as presented. The motion passed 7-0.

PRESENTATIONS:

Older Americans Month Proclamation: Mayor Jordan proclaimed May as Older Americans Month, highlighting this year's theme, "Champion Your Health." Christal Batey, Assistant Director of CARES and GAIL, was present to accept the proclamation.

Greenbelt Recycles & Composts Week Proclamation: Mayor Jordan presented a proclamation declaring Greenbelt Recycles and Composts Week. Dr. Luisa Robles, Sustainability Coordinator, accepted the proclamation.

Water Safety and Drowning Prevention Awareness Month Proclamation: Mayor Jordan presented a proclamation declaring May as Water Safety and Drowning Prevention Awareness Month. Greg Varda, Director of Recreation, and Cynthia Brown, Aquatic Coordinator, were present to accept the proclamation.

ADMINISTRATIVE REPORTS: City Manager Salmerón directed Council to the weekly administrative report outlining updates for city operations. He highlighted several key initiatives: the official launch of a Facade Improvement Grant program for Roosevelt Center businesses, measurable progress on recovering expiring bond funds, the implementation details of the new RFID technology for municipal trash collection tracking, and the framework for the upcoming Citylogix sidewalk assessment project, which will map and evaluate conditions and ADA compliance across 38 miles of city sidewalks, with completion anticipated by fall.

LEGISLATION:

FY 2027 Budget Adoption: Mayor Jordan read the agenda comments. He summarized the proposed FY 2027 budget and the process leading to its adoption. Council reviewed the final list of changes outlined in a memorandum from the City Manager and Treasurer.

It was moved by Mayor Pro Tem Weaver and seconded by Councilmember Pompei to approve the FY 2027 revenue changes from \$41,748,149 to \$42,008,895, a difference of \$260,746. The motion passed 7-0.

It was moved by Councilmember McKinney and seconded by Mayor Pro Tem Weaver to maintain the FOGT subsidy of \$25,000 for six months. The motion passed 5-2. (Councilmembers Fritz and Pompei opposed.)

It was moved by Mayor Jordan and seconded by Councilmember Pope to approve the General Government changes from \$5,484,494 to \$5,481,922, a decrease of \$2,572. The motion passed 7-0.

It was moved by Councilmember Pompei and seconded by Councilmember Fritz to approve the Planning and Community Development changes from \$1,429,251 to \$1,434,129, an increase of \$4,878. The motion passed 7-0.

It was moved by Councilmember Pope and seconded by Councilmember Knesel to approve the Public Safety changes from \$14,363,506 to \$14,393,849, an increase of \$30,343.

It was moved by Councilmember Fritz and seconded by Councilmember Pope to approve the Public Works changes from \$5,527,242 to \$5,514,037, a decrease of \$13,205. The motion passed 7-0.

It was moved by Councilmember Knesel and seconded by Councilmember Pompei to approve the Greenbelt CARES changes from \$1,726,046 to \$1,862,223, an increase of \$136,178. The motion passed 7-0.

It was moved by Mayor Pro Tem Weaver and seconded by Councilmember Pope to approve the Recreation and Parks changes from \$8,955,738 to \$8,972,073, an increase of \$16,334. The motion passed 7-0.

It was moved by Mayor Jordan and seconded by Councilmember Pope to approve the Miscellaneous – Grants & Contributions changes from \$373,640 to \$377,430, an increase of \$3,790. The motion passed 7-0.

It was moved by Mayor Jordan and seconded by Mayor Pro Tem Weaver to approve the Non-Departmental changes from \$1,440,400 to \$1,525,401, an increase of \$85,001. The motion passed 6-1. (Councilmember Fritz opposed)

It was moved by Mayor Jordan and seconded by Mayor Pro Tem Weaver to approve the Total General Fund changes from \$41,741,246 to \$41,976,990, an increase of \$235,746. The motion passed 7-0.

Non-Monetary Requested Changes

It was moved by Councilmember Pompei and seconded by Mayor Pro Tem Weaver to approve the Non-Monetary Requested Changes. Councilmember Fritz moved to remove #7 “ Eliminate the DEI Officer role in its current format as a Grade 15 position and retain the full DEI funding allocation for a future role and programming to be defined by Council.” Councilmember Pope seconded. The motion passed 7-0.

Mayor Pro Tem Weaver moved to approve Non-Monetary Requested Changes 1 through 6 and 8. Councilmember McKinney seconded. The motion passed 5-2. (Councilmembers Fritz and Pope opposed.)

An Ordinance to Adopt the General Fund, Building Capital Reserve Fund, Cemetery Fund, Debt Service Fund, Replacement Fund, Special Project Fund, Green Ridge House Fund, Capital Projects Fund, Community Development Block Grant Fund, and Greenbelt West Infrastructure Fund Budgets for the City of Greenbelt, Maryland, to Appropriate Funds and Establish Real Estate and Personal Property Tax Rates and the Public Utility Tax Rate for Fiscal Year 2027, Beginning July 1, 2026, and Ending June 30, 2027: Mayor Jordan read the agenda comments. Mayor Jordan introduced the ordinance for first reading and moved to suspend the rules to allow for a second reading and immediate adoption. Councilmember Pompei seconded the motion.

ROLL CALL TO SUSPEND THE RULES:

Councilmember Fritz	- Yes
Councilmember Knesel	- Yes
Councilmember McKinney	- Yes
Councilmember Pompei	- Yes
Councilmember Pope	- Yes
Mayor Pro Tem Weaver	- Yes
Mayor Jordan	- Yes

Mayor Jordan introduced the ordinance for second reading and adoption. Councilmember Pompei seconded the motion.

ROLL CALL TO ADOPT ORDINANCE:

Councilmember Fritz	- Yes
Councilmember Knesel	- Yes
Councilmember McKinney	- Yes
Councilmember Pompei	- Yes
Councilmember Pope	- Yes
Mayor Pro Tem Weaver	- Yes
Mayor Jordan	- Yes

The ordinance was declared passed.

EXTENSION OF MEETING: Mayor Jordan moved to extend the meeting until 10:00 p.m. Mayor Pro Tem Weaver seconded. The motion passed 6-1. (Councilmember Pompei opposed.)

OTHER BUSINESS:

Greenbelt Station Central Park Planter Project: Council reviewed a proposal submitted by Greenbelt Station residents regarding planter locations, a maintenance plan, a budget, and a purchasing approach. Mayor Jordan moved that Council refer the project to PRAB. Councilmember Pope seconded. The motion failed 2-5. (Councilmembers Fritz, Knesel, McKinney, Pompei, and Mayor Pro Tem Weaver opposed.)

Councilmember McKinney moved to approve the homeowners' association (HOA) installing the planters. Mayor Pro Tem Weaver moved to approve the HOA installing and maintaining the planters under a memorandum of understanding (MOU) with the City. Councilmember Pompei seconded. The motion passed 6-1, with Mayor Jordan opposed.

State Highway Administration "Don't Block the Box" Striping at Greenbelt Road and Hanover Parkway Request Letter: Mayor Jordan discussed a neighborhood bottleneck and weekday gridlock impacting travelers and students heading to the B/W Parkway north ramp. Mayor Jordan moved to direct staff to draft a letter to the State Highway Administration requesting priority implementation of westbound "Don't Block the Box" striping at State Route 193 and Hanover Parkway over the summer. Councilmember Pope seconded. The motion passed 7-0.

Council Reports: - NOT GOING BACK: Current & Former AANHPI Elected Officials of Prince George's County Condemn Racist Remarks by Maryland Delegates Against

Colleague Delegate Chao Wu: Councilmember Fritz presented a nonpartisan sign-on letter featuring 11 current and former AANHPI elected officials from Prince George's County standing in solidarity with Delegate Chao Wu against xenophobia and discrimination. He expressed his support for the letter.

COUNCIL ACTIVITIES: Councilmembers reported on their activities and events between May 12 and May 26, 2026.

- 12 May: Washington Suburban Sanitary Commission Standpipe Project Update (Jordan, Pompei)
- 12 May: Virtual Debrief with State Legislators & RCV Maryland (Weaver)
- 13 May: National League of Cities Transportation and Infrastructure Services committee (Weaver)
- 13 May: MWCOG board meeting (Jordan)
- 14 May: Greenbelt Rotary Club (Weaver)
- 14 May: Community Relations Advisory Board (Pompi)
- 14 May: GHI Annual Meeting (Jordan)
- 15 May: Bike to Work Day (Jordan, Weaver)

- 15 May: Metropolitan Washington Council of Governments (COG) Chesapeake Bay Policy Committee (Pompi)
- 15 May: Legislative Update (Jordan, Pompi)
- 15 May: Artist Talk – Community Center (Jordan)
- 16 May: Greenbelt Job Fair (Jordan, Pompi, Weaver)
- 16 May: Greenbelt Chess Club – Outdoor Chess (Jordan)
- 18 May: Greenbelt Assistance in Living (GAIL) Program 25th Anniversary (Jordan, Weaver)
- 18 May: Agenda Planning with City Manager (Jordan, Weaver)
- 20 May: Meeting with Councilmember Tim Adams (Fritz, Jordan, Pompi)
- 20 May: Advisory Committee for Education Student Awards (Fritz, Jordan, Knesel, McKinney, Pompi, Pope, Weaver)
- 20 May: Metro Washington Air Quality Committee (Weaver)
- 20 May: Transportation Planning Board (Weaver)
- 20 May: Park and Recreation Advisory Board (Weaver)
- 20 May: NLC Advisory Board Mtg - (Jordan)
- 21 May: Four Cities Meeting (Fritz, Jordan, Knesel, McKinney, Pompi, Pope, Weaver)
- 22 May: Springhill Lake Elementary School Career Day (Jordan, Pompi, Weaver, Pope)
- 22 May: Councilmember Tim Adams Senior Luncheon (Jordan, Knesel, McKinney, Pompi, Pope, Weaver)
- 22 May: American Legion Auxiliary National President Dinner (Jordan, Pope, Weaver)
- 25 May: Memorial Day Commemoration at the American Legion (Jordan, McKinney, Pompi, Pope, Weaver)

ADJOURNMENT: A motion to adjourn the meeting was made by Mayor Pro Tem Weaver and seconded by Councilmember Pope. The motion carried 7-0. Mayor Jordan adjourned the regular meeting of May 26, 2026, at 10:01 p.m.

Respectfully submitted,

Bonita Anderson
City Clerk

"I hereby certify that the above and foregoing is a true and correct report of the regular meeting of the City Council of Greenbelt, Maryland, held May 26, 2026.

Emmett V. Jordan
Mayor

WORK SESSION OF THE GREENBELT CITY COUNCIL held on Monday, June 1, 2026, to discuss the DEI Office Restructuring.

Mayor Jordan started the meeting at 7:30 p.m. in Council Chambers via Zoom.

PRESENT WERE: Councilmembers Frankie Santos Fritz, Amy E. Knesel, Danielle P. McKinney, Jenni A. Pompei, Silke I. Pope, Kristen L.K. Weaver, and Mayor Emmett V. Jordan.

STAFF PRESENT WERE: Josué Salmerón, City Manager; Timothy George, Assistant City Manager; Chief Rick Bowers (virtual), Jamarie Spencer, Production Assistant; and Bonita Anderson, City Clerk.

OTHERS PRESENT WERE: Dr. Lois Rosado, Robert Goldberg-Strassler, Michael Hartman, Bill Orleans, Bob Rand, and Joe Parks.

DEI Office Restructuring Discussion

The Council discussed the future structure and leadership of the City's Equity and Inclusion (DEI) Office following the Tribesby JEDI audit. Councilmember McKinney presented four restructuring options, including integrating the role into Human Resources at a director level, which prompted discussion regarding whether DEI should remain an independent, strategic function. City Manager Salmerón outlined progress on DEI-related initiatives, including language access, community engagement, leadership training, and implementation of audit recommendations, noting that much of the work has been completed internally without formal DEI designation.

He noted the organizational improvements, including progress on the city code review, implementation of a new HRIS system, enhanced public engagement efforts, and cost-saving measures amid budget constraints. Mr. Salmerón acknowledged challenges with data collection, performance tracking, and sustaining participation. He also highlighted ongoing DEI programs and capital projects, including workforce initiatives and the Springhill Lake Recreation Center expansion.

Council emphasized the need for a formal DEI strategic and implementation plan aligned with the City's overall strategic goals, as well as an organizational assessment to better allocate resources and define responsibilities. Council expressed concern about diminished momentum in DEI efforts and stressed the importance of clear goals, accountability, and measurable outcomes.

Discussion of the DEI role included concerns about placing the function within HR, with some members recommending an independent structure or alternative models, such as an IDEA framework or EEO function. Council supported expanding DEI efforts to better serve underrepresented communities and agreed that any future position should include strong communication, strategic planning, and cross-departmental leadership. Establishing metrics, quarterly reporting, and a potential resident advisory committee were also discussed.

Council reached consensus to pursue a consultant to assess organizational needs, define the role, and develop an implementation framework prior to hiring a director-level position. The consultant would help establish metrics, reporting structures, and long-term strategy, with a potential timeline of engaging a contractor within six months.

Review of Meeting Schedule and June 8th Regular Meeting Draft Agenda:

The Council reviewed the June 8 agenda, including a contract addendum for the WMATA Trail Design and Engineering project, a public hearing on a charter amendment related to collective bargaining, and Program Open Space updates. Members noted the estimated \$4 million cost for a quarter-mile trail segment and requested both redline and clean versions of the Labor Code amendments. The Council also discussed forming a year-round finance working group and proposed adding future agenda items, including appointing a council liaison to the theater and revisiting the finance working group following the June 10 budget process meeting.

The meeting ended at 9:32 pm.

Respectfully submitted,

Bonita Anderson
City Clerk



A NATIONAL HISTORIC LANDMARK

City Council Meetings & Work Sessions June – September

Work Session - Presentation and Discussion of the Draft Cemetery Master Plan / Budget Process Discussion	Wed.	06/10	7:30 pm
No Meeting – (MML Summer Conference – Ocean City, MD)	Mon.	06/15	
No Meeting – (MML Summer Conference – Ocean City, MD)	Wed.	06/17	
Regular Meeting	Mon.	06/22	7:30 pm
Council Meet and Greet – (Schrom Hills Park)	Wed.	06/24	7:30 pm
Work Session – County Councilmember Tim Adams	Mon.	06/29	7:30 pm
Special Meeting/Closed Session – Personnel Matters	Mon.	06/29	Following WS – County Council Tim Adams
Work Session – TBD	Wed.	07/01	7:30 pm
Work Session – 60% Design Plan for the Hanover Parkway Bicycle Facility	Mon.	07/06	7:30 pm
Advisory Board Interview (virtual)	Wed.	07/08	7:30 pm
Regular Meeting	Mon.	07/13	7:30 pm
Work Session – City Manager’s Quarterly Update (Planning & Community Development/CARES)	Wed.	07/15	7:30 pm
Special Meeting/Closed Session – Personnel Matters and Pending Legal Matters	Wed.	07/15	Following WS – CM Quarterly Update
No Meeting - Council Summer Recess	Mon.	07/20	
No Meeting - Council Summer Recess	Wed.	07/22	
No Meeting - Council Summer Recess	Mon.	07/27	
No Meeting - Council Summer Recess	Wed.	07/29	
Work Session – Recognition Group Policy Review	Mon.	08/03	7:30 pm
Work Session – TBD	Wed.	08/05	7:30 pm
Regular Meeting	Mon.	08/10	7:30 pm
Work Session – TBD	Wed.	08/12	7:30 pm
No Meeting - Council Summer Recess	Mon.	08/17	
No Meeting - Council Summer Recess	Wed.	08/19	
No Meeting - Council Summer Recess	Mon.	08/24	
No Meeting - Council Summer Recess	Wed.	08/26	
Work Session – TBD	Mon.	08/31	7:30 pm
Work Session – TBD	Wed.	09/02	7:30 pm
No Meeting – Labor Day	Mon.	09/07	
Work Session – TBD	Wed.	09/09	7:30 pm
Regular Meeting	Mon.	09/14	7:30 pm
Work Session – TBD	Wed.	09/16	7:30 pm
Work Session – TBD	Mon.	09/21	7:30 pm
Work Session - TBD	Wed.	09/23	7:30 pm
Regular Meeting	Mon.	09/28	7:30 pm
Work Session – TBD	Wed.	09/30	7:30 pm

This schedule is subject to change. For confirmation, call 301-474-8000. Regular and Special meetings and Work Sessions are open to the public. If special accommodations are required for any disabled person, please call 301-474-8000 or 301-474-3870 no later than 10 a.m. on the meeting day. Deaf individuals are advised to use Video Relay Services (VRS) at 711 or e-mail banderson@greenbeltmd.gov to reach the City Clerk. Unless otherwise noted, meetings will be held in the Council Chambers in the Municipal Building (MB) at 25 Crescent Road and virtually by Zoom. Zoom meeting information for public participation is posted on the City's website at www.greenbeltmd.gov on the meeting calendar.

Bonita Anderson, City Clerk

Ready to be scheduled:

Wala Blegay, County Council At-Large
Member & County Executive Aisha
Braveboy
Greenbelt Road Corridor
BARC
Greenbelt National Park
WMATA (Real Estate) - combine w/VIA
Transportation

For later scheduling:

Arts & Entertainment District
Bernard Penney (*Memorial Donation in
honor of Leonie Penney*)
Cemetery Plans
City Manager Updates (Jan, Pre-budget;
July & Sept/Oct)
EV Chargers Five-Year Plan
Fleet Vehicles Ten-Year Plan
GHI/Prince George's County (Stormwater
issues)
MARC Train Service/ MDOT
Museum Plan
Northway Fields Master Plan
Parkway Apartment Owners/GHI (*parking*)
Potential Bond Referendum/Capital
Financing
Quantum Properties (Beltway Plaza)
Zoning Enforcement

Annual													Follow-Up Letter Sent
Advisory Group Chairs	7/22	7/23	8/24	6/25									
Franklin Park at Greenbelt Station Mgmt.	12/21	12/22	2/24										3/21/24
Greenbelt Center HOAs	3/23	5/24											
Greenbelt East HOAs and COAs/Greenbelt East Advisory Coalition	4/22	6/23											
Greenbelt Homes, Inc.	8/22	8/23	9/24	10/25									
Greenbelt Station HOA/Verde Apts.	8/22	8/23											
Motiva													
School Board Member	9/21	2/23	8/23	9/24									
State Highway Administration	11/20	11/22	12/23	4/25									4/25/25
Biennial													
Beltsville Ag. Research Center	8/18	11/22	11/23										
Beltway Plaza	9/22	9/24											
NASA/GSFC	3/22	4/23											
Greenbelt Business Alliance	10/22												
Greenbelt Park NPS	1/22	3/23											
Greenway Shopping Center	12/20	2/23											
Religious/Spiritual Organizations	6/22	2/24											
Twice a Year													
County Council Person and At Large Members	5/23	3/24											3/19/24
Meetings as Needed													
Apartments	4/21												
Comcast/Verizon	3/21												
Greenbelt Office Parks													
Greenbelt Watershed Groups	10/19												
Hotels	8/23												
PEPCO	2/22	9/23											
WSSC	2/22	6/23	10/23	5/24									
Washington Gas	8/23												
Prince George's Economic Development Corp.	11/21												
Prince George's Planning Board	10/19												
Roosevelt Center Owner	8/20												
University of Maryland	4/15												
WMATA/PGDPW&T (Semi-Annual)	5/22												
Newly Elected/Appointed Officials (Presentation of a Council Regular Meeting)													
County Executive													
School Board CEO	1/24	2/25											1/17/24
State's Attorney	1/23	5/26											



City Information & Events

The strength of Greenbelt is diverse people living together in a spirit of cooperation. We celebrate all people. By sharing together all are enriched. We strive to be a respectful, welcoming community that is open, accessible, safe and fair.

MEETINGS FOR JUNE 8 - 12

Tuesday, June 9 at 5 pm, **BOARD OF ELECTIONS - Zoom, On the Agenda: TBD**

Wednesday, June 10 at 7:30 pm, **WORK SESSION - PRESENTATION AND DISCUSSION OF THE DRAFT CEMETERY MASTER PLAN / BUDGET PROCESS DISCUSSION**

Thursday, June 11 at 7 pm, **COMMUNITY RELATIONS ADVISORY BOARD - Council Chambers, On the Agenda: TBD**

In advance, the hearing impaired are advised to use MD RELAY at 711 to submit your questions/comments or contact the City Clerk at (301) 474-8000 or email banderson@greenbeltnmd.gov. This schedule is subject to change. For confirmation that a meeting is being held call (301) 474-8000. For information on public participation for the meetings above, visit the meetings calendar at www.greenbeltnmd.gov/calendar.

GREENBELT CITY COUNCIL - REGULAR MEETING

Monday, June 8 at 7:30 pm

ORGANIZATION

- Call to Order
- Roll Call
- Meditation and Pledge of Allegiance to the Flag
- Reading of the Greenbelt Community Pledge
- Petitions and Requests
- Consent Agenda
- * Meetings
- * Committee Reports
- Approval of Agenda and Additions

COMMUNICATIONS

- Presentations
- * Public Hearing
- * LGBTQ+ Pride Month Proclamation
- * Chesapeake Bay Awareness Week Proclamation
- * National Gun Violence Awareness Month Proclamation
- Minutes
- Administrative Reports
- * Cell Phone Towers Update

LEGISLATION

- A Charter Amendment Resolution of the Council of the City of Greenbelt to Amend §3-22 "Powers" of the City Charter to Authorize the City of Greenbelt to Engage in Collective Bargaining with Certain Eligible Non-Exempt, Non-Managerial, and Non-Confidential City Employees as Provided in Article VIII of Chapter 13 of the City Code.
- 2nd Reading and Adoption

OTHER BUSINESS

- FY2027 Program Open Space Annual Program
- Update on Indian Creek Park Master Plan
- Authorization for City Manager to Approve Contract Addendum with Dewberry for Greenbelt Station/WMATA Trail Design and Engineering
- Discussion of City Code Amendment to the Labor Code
- Discussion: Establishment of a Council Finance Working Group
- Discussion: Appointment of a Council Liaison to the Greenbelt Cinema
- Council Reports
- Council Activities

In advance, the hearing impaired is advised to use MD RELAY at 711 to submit your questions/comments or contact the City Clerk at (301) 474-8000 or email banderson@greenbeltnmd.gov.

This agenda is subject to change. For the most up-to-date agenda, visit www.greenbeltnmd.gov/municipalTV or call (301) 474-8000.

OFFICIAL NOTICE - PUBLIC HEARING

The Greenbelt City Council has scheduled a public hearing to be held during the Regular Meeting of Council **Monday, June 8, 2026 at 7:30 pm**

Concerning the Charter Amendment Resolution of the Council of the City of Greenbelt to Amend §3-22 "Powers" of the City Charter to Authorize the City of Greenbelt to Engage in Collective Bargaining with Certain Eligible, Non-Exempt, Non-Managerial, and Non-Confidential City Employees as Provided in Article VIII of Chapter 13 of the City Code.

The Public Hearing will be held in person at the Municipal Building and virtually via Zoom. Public attendance and participation are encouraged.

All residents of Greenbelt will have a reasonable opportunity to provide written and oral comments and ask questions concerning the proposed charter amendment.

The proposed charter amendment is enclosed on Regular Council Meeting June 8, 2026, agenda packet posted on the City Web site at <http://www.greenbeltnmd.gov>. For more information, please call 301-474-8000.

- Bonita Anderson, City Clerk

COMMUNITY MEETING: HANOVER PARKWAY BICYCLE PROJECT

June 4, 2026 at 6:30 pm

Greenbriar Community Building, 7600 Hanover Parkway, #101

The City of Greenbelt is hosting a community meeting to present and receive feedback on the 60% design plans to construct a shared use path for pedestrians and bicyclists along Hanover Parkway from Good Luck Road to Mandan Road.

Learn more at www.greenbeltnmd.gov/hanoverproject.

A majority (or quorum) of Greenbelt City Council members may attend community organization meetings, but no official Council action will be taken at these meetings. Please note that meeting locations may change after being published. For information on how to join these meetings, contact the respective organization directly.

NOTICE OF ADOPTION OF THE FISCAL YEAR 2027 BUDGET

FOR THE GENERAL FUND, BUILDING CAPITAL RESERVE FUND, CEMETERY FUND, DEBT SERVICE FUND, REPLACEMENT FUND, SPECIAL PROJECTS FUND, GREEN RIDGE HOUSE FUND, CAPITAL PROJECTS FUND, COMMUNITY DEVELOPMENT BLOCK GRANT FUND, AND GREENBELT WEST INFRASTRUCTURE FUND

At its regular meeting of May 26, 2026, the City Council of Greenbelt, Maryland, adopted the City's budget for Fiscal Year 2027, thereby approving expenditures as follows:

General Fund	\$41,976,992
Building Capital Reserve Fund	3,178,445
Cemetery Fund	0
Debt Service Fund	800,800
Replacement Fund	371,775
Special Projects Fund	784,200
Green Ridge House	15,900
Capital Projects Fund	5,331,800
Community Development Block Grant Fund	231,022
Greenbelt West Infrastructure Fund	4,275,000

Copies of the adopted budget document will be available for examination no later than September 2026 at the City Offices at 25 Crescent Road and on the Greenbelt Website (www.greenbeltnmd.gov).

GREENBELT DAY WEEKEND

Friday, June 5 - Sunday June 7

GREENBELT PRIDE FLAG RAISING CEREMONY

Friday, June 5 at 3 pm

Greenbelt Municipal Building, 25 Crescent Rd



Join the City of Greenbelt for our 4th Annual Pride Flag Raising Ceremony.

CHESAPEAKE BAY AWARENESS WEEK: KAYAK CLEANUP

Saturday, June 6 at 10 am

Buddy Attick Lake Park, 555 Crescent Road

Be a part of the community effort to improve the environment and celebrate the Chesapeake Bay! Volunteers will work with the Greenbelt Park Rangers to remove litter from the lake by kayak at Buddy Attick Park. There are ten kayaks available for use with pre-registration on a first-come first-serve basis (kayaks limited to volunteers aged 16+). Participants are welcome to bring their own watercraft.



Register online via our [Sign-Up Genius](#) page: Questions? Contact Kevin Carpenter-Driscoll at kdricoll@greenbeltnmd.gov.

NOT FOR SENIORS ONLY

Presented by Senior Citizens Advisory Committee

Caregivers: You Are Not Alone

Saturday, June 6 from 1 - 2:30 pm

Greenbelt Community Center, Room 201, 15 Crescent Road

Join us for a discussion that will focus on answers to issues that challenge caregivers. Led by Sharon Johnson CMC, CDP, MAgS-C, GAIL Community Case Manager, Certified Dementia Care Practitioner For more information, contact Priya Gardner Lemieux at pgardner@greenbeltnmd.gov or (240) 542-2056.

GREENBELT JAZZ FESTIVAL

Saturday, June 6 from 1 - 7 pm

Roosevelt Center, Centerway

Enjoy outdoor live music with your friends and neighbors! Experience performances by The Brother Bill Quintet, Marianna & The DC Jumpers, Scotch & Soda, The Rhythm Doctors featuring Valentina Maria, The UpBeets & The Seth Kibel Quartet Featuring Flo Anito.

GREENBELT MUSEUM TOURS

Sunday, June 7 from 1 - 5 pm

Greenbelt Museum, 10B Crescent Rd

In honor of Greenbelt Day and the nation's 250th anniversary, the Museum will open a temporary exhibition, Spirit of '76: Greenbelt at the Bicentennial. Visit the Museum house to explore what's changed (and what hasn't) in the fifty years since 1976.

GREENBELT CONCERT BAND PERFORMANCE

Sunday, June 7 at 3 pm

Greenbelt Community Center, Auditorium, 15 Crescent Road

Come celebrate Greenbelt's birthday with music by the Greenbelt Concert Band.

GREENBELT CITY COUNCIL HISTORY PRESENTATION

Sunday, June 7 at 4 pm

Greenbelt Community Center

Learn about the history of Greenbelt's City Council.

GREENBELT CARES PROGRAMS

PINK PANTRY

June 10, 2026, 9:30 am - 3:30 pm

Greenbelt Community Center, Ground Floor East

Pink Pantry provides free menstrual and hygiene products to Greenbelt residents who may need assistance accessing these items.

Register online: <https://forms.gle/xmCMfvkVxtSUrF3M7>

HOME SAFETY CHECKUPS

Mondays June 15, July 20 and August 17 from 10 am to 2 pm

Greenbelt Community Center, Ground Floor East

For more information contact Natalie Garcia: ngarcia@greenbeltnmd.gov or 240-244-6010

GREENBELT CITY CALENDAR

Be sure to check out the City calendar for all up to date events at www.greenbeltnmd.gov/calendar.



* VOLUNTEER * VACANCIES * APPLY FOR A COMMITTEE OR BOARD TODAY!

Volunteering for City of Greenbelt Committees & Boards is an excellent opportunity to engage with your community and make a difference. Choose from a number of committees & boards such as the Advisory Committee on Education, Advisory Committee on Trees, Arts Advisory Board, Board of Appeals, Community Relations Advisory Board, Ethics Commission, Forest Preserve Advisory Board, Greenbelt Advisory Committee on Environmental Sustainability, Park and Recreation Advisory Board, or Youth Advisory Committee and make a difference in Greenbelt!

Take the first step towards making a positive impact and apply for one of these committee vacancies today!

Call (301) 474-8000.

ARTS HAPPENINGS

Visit www.greenbeltnmd.gov/arts for more information and many other opportunities!

Sign up for ARTFANS, a weekly e-newsletter, at www.greenbeltnmd.gov/list.aspx

Pre-School Art Exploration

NEW this summer! This class is being offered in conjunction with GAIL/CARES Diaper Distribution - see page 10 of the summer activity guide: www.greenbeltnmd.gov/activityguide for more information. Mondays, 10am-12pm; 6/8, 6/22, 7/13, 7/27, 8/24.

Summer Camp Openings

Several of the City of Greenbelt's summer camps still have spaces available! More information about each camp and how to register at www.greenbeltnmd.gov/676/Camps. Open sessions: Creative Kids Camp (session 1 only), Circus Camp (sessions 1 & 2) Camp Encore (sessions 1 & 2) as well as Kinder Camp, Camp Pine Tree and Camp YOGO.

MORE ARTS HAPPENING SOON

Registration required for the following activities, see www.greenbeltnmd.gov/activityguide for details

- **Youth Pottery on the Wheel**
M-F, 3:45-5:45pm. 6/29-7/10. Greenbelt Community Center (page 17) Additional dates available.
- **Summer Sewing Lab**
Su, 4-6pm. 6/28, 7/12, 7/26 & 8/9. Greenbelt Community Center (page 21)
- **Intro to Painting on Canvas**
M, 6-8pm. 6/29-8/10. Greenbelt Community Center (page 22)

SUMMER ACTIVITY GUIDE 2026

Register for summer programs, classes, and more!

View the Summer Activity Guide and register today: <https://www.greenbeltnmd.gov/ActivityGuide>.

FOREVER FREE AND THE ILLITERACY PLAYBOOK

Sunday, June 21 from 6 - 8:30 pm

Greenbelt Cinema, 129 Centerway

Join us for a powerful film, live discussion, and celebration of impact. Proceeds support literacy initiatives by The Better Place, Inc.

In partnership with the Greenbelt Black History and Culture Committee.

For more information and for tickets, visit the [EventBrite page](#).

"Once you learn to read, you will be forever free." — Frederick Douglass

PROCLAMATION

WHEREAS, the Greenbelt Community Pledge states, “The strength of Greenbelt is diverse people living together in a spirit of cooperation”; and

WHEREAS, this City strives to be a safe space that does not tolerate violence, harassment, or hate speech; and

WHEREAS, LGBTQIA+ individuals and families should be able to live their lives with dignity and respect; and

WHEREAS, Greenbelt’s LGBTQIA+ community encompasses all ethnicities, religions, and professions; and

WHEREAS, the diverse lesbian, gay, bisexual, transgender, and queer (LGBTQIA+) community significantly contribute value to the academic, economic, artistic, and social realms of our society; and

WHEREAS, the U.S. Supreme Court issued its opinion in Obergefell v. Hodges on June 26th, 2015, ruling that the fundamental right to marry is guaranteed to same-sex couples by both the Due Process Clause and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution; and

WHEREAS, the patrons and supporters of the Stonewall Inn protest in New York City resisted harassment that was all too common for the members of the LGBTQIA+ community; and

WHEREAS, out of this resistance in June of 1969, the LGBTQIA+ rights movement in America was born; and

NOW THEREFORE, I, Emmett V. Jordan, by the authority vested in me by the residents and City Council of Greenbelt, do hereby proclaim June 2026 to be

PRIDE MONTH

in Greenbelt to recognize the many achievements of the LGBTQIA+ community, to celebrate the great diversity of the American people, and to reaffirm our belief that LGBTQIA+ rights are human rights.

IN WITNESS WHEREOF, I have
hereunto set my hand and caused the
Seal of the City of Greenbelt, Maryland,
to be affixed this 8th day of June 2026.

Emmett V. Jordan, Mayor

PROCLAMATION

WHEREAS, the Chesapeake Bay is the largest and most productive estuary in the United States, with its watershed spanning six states and the District of Columbia; and

WHEREAS, the Chesapeake Bay watershed, covering 64,000 square miles, is an extraordinary and vital natural resource, with some of the nation's most productive farm and forest lands; and

WHEREAS, the Chesapeake Bay is fed by 50 major tributaries, including the Susquehanna, Potomac, Rappahannock, York, and James Rivers, and stretches 200 miles from Havre de Grace, Maryland, to Norfolk, Virginia; and

WHEREAS, the Chesapeake Bay watershed is home to more than 18 million people, many of whom rely upon the watershed's natural resources for their livelihood and recreational activities; and

WHEREAS, an important source of food for Maryland and the east coast of the United States, the Chesapeake Bay produces more than 400 million pounds of seafood harvest each year; and

WHEREAS, the more than 76,000 farms in the Chesapeake Bay watershed contribute more than \$6.8 billion in value-added contributions to the economy in the region and provide food to millions of Americans; and

WHEREAS, the Chesapeake Bay's tributaries in Maryland are an important source of drinking water, which is essential for public health and economic growth and a vital resource for future generations; and

WHEREAS, the rich history, pivotal economic importance, and astounding beauty of the Chesapeake Bay watershed never cease to amaze residents and visitors alike; and

WHEREAS, the City of Greenbelt is in the Anacostia River Watershed, which is important to the character and quality of life of the community and ultimately the health of the Chesapeake Bay; and

WHEREAS, the TRUSTED SOURCE has recognized the importance of Chesapeake Bay Week Awareness Week and has encouraged its members to do the same;

NOW, THEREFORE, I, Emmett V. Jordan, by the authority vested in me by the residents and City Council of Greenbelt, do hereby proclaim June 6th – 14th as

CHESAPEAKE BAY AWARENESS WEEK

in the City of Greenbelt and urge all residents to recognize the importance of this observance and to participate in events, activities, and educational programs designed to increase awareness of the importance of the Chesapeake Bay watershed in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 8th day of June, 2026.

EMMETT V. JORDAN, MAYOR

PROCLAMATION

WHEREAS, every day, hundreds of people in the United States are killed by gun violence, and more than 260 are shot and wounded, with an average of more than 19,000-gun homicides every year; and

WHEREAS, people in the United States are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, Maryland has 805-gun deaths every year, with a rate between 11.6 and 13.5 deaths per 100,000 people, a crisis that costs the state \$10.5 billion each year, of which \$383.9 million is paid by taxpayers. Maryland has the 35th highest rate of gun deaths in the US, and Prince George's County has the second-highest firearm homicide rate in Maryland; and

WHEREAS, securing firearms through responsible safe-storage practices is a critical component of preventing accidental shootings, youth suicides, and unauthorized access to weapons in schools; and

WHEREAS, National Gun Violence Awareness Day was inspired by Hadiya Pendleton, who was tragically shot and killed at the age of 15, and honors her life, her friend's tribute, and the many other victims and survivors of gun violence; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, I, Emmett V. Jordan, by the authority vested in me by the residents and City Council of Greenbelt, do hereby proclaim June as

NATIONAL GUN VIOLENCE AWARENESS MONTH

as we encourage all residents to expand efforts to prevent the tragic effects of gun violence and to honor and value human lives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 8th day of June 2026.

EMMETT V. JORDAN, Mayor

Introduced by: Councilmember Pompei
1st Reading:
Passed:
Posted:
Effective:

CHARTER AMENDMENT RESOLUTION NUMBER 2132-2026

A Charter Amendment Resolution of the Council of the City of Greenbelt to Amend §3-22 “Powers” of the City Charter to Authorize the City of Greenbelt to Engage in Collective Bargaining with Certain Eligible, Non-Exempt, Non-Managerial, and Non-Confidential City Employees as Provided in Article VIII of Chapter 13 of the City Code.

Charter Amendment Resolution of the Council of the City of Greenbelt, Maryland adopted pursuant to the authority of Article XI-E of the Constitution of Maryland and §4-301 *et-seq.*, Local Government Article, Annotated Code of Maryland as amended.

WHEREAS, §3-22 of the City Charter enumerates the powers of the City Council; and

WHEREAS, the Council finds that establishing collective bargaining rights for non-exempt, non-managerial, and non-confidential City employees promotes fair labor practices, efficient municipal operations, and improved service delivery; and

WHEREAS, the Council has amended Chapter 13 of the City Code to include Article VIII, “Labor Code,” which sets forth procedures for representation, negotiation, and dispute resolution; and

WHEREAS, the Council desires to amend §3-22 to expressly authorize collective bargaining non-exempt, non-managerial, and non-confidential City employees;

Section 1. NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Greenbelt, Maryland, that §3(22) “Powers” be repealed, re-enacted, and amended as follows:

Sec. 3. General powers.

22. To recognize and engage in collective bargaining with one or more designated bargaining representatives of non-managerial, sworn police officers of the City of Greenbelt, Maryland, Police Department; [and] designated representatives of non-managerial Department of Public Works employees; [,] AND NON-EXEMPT, NON-MANAGERIAL, AND NON-CONFIDENTIAL CITY EMPLOYEES [non-professional employees of all other City Departments]; to enter into a binding collective bargaining agreement with said representatives; and to enact by ordinance or amendment a system of rules and regulations to govern this process. The City Council shall approve all collective bargaining agreements entered into by the city with a collective bargaining representative prior to their becoming effective. In the event the parties negotiating a collective bargaining agreement are unable to reach agreement on one or more terms of a collective

bargaining agreement, the City Council shall have the authority to set those terms and conditions of employment that remain in dispute upon a majority vote.

Section 2. **BE IT FURTHER RESOLVED** by the Council of the City of Greenbelt that this charter resolution was introduced on the 11th day of May 2026, and was considered for adoption after a public hearing. It is adopted this 8th day of June, 2026, after at least 21 days of prior public notice and shall become effective upon the fiftieth (50th) day after its passage by the city unless petition to referendum in accordance with § 4-304 of the Local Government Article, Annotated Code of Maryland within forty (40) days following its adoption. A complete and exact copy of this charter resolution shall be posted in the City offices located at 25 Crescent Road, Greenbelt, Maryland 20770 for forty (40) days following its adoption by the Council and a fair summary of the charter resolution shall be published in the newspaper having general circulation in the city not less than four (4) times at weekly intervals, also within the forty (40) day period following its adoption by the City.

Section 3. **BE IT FURTHER RESOLVED** that within 10 days after the charter resolution hereby enacted becomes effective, either as herein provided or following referendum, the city manager for the City of Greenbelt shall send separately, by mail, bearing a postmark from the United States postal service, to the Department of Legislative Services, one copy of the following information concerning the charter resolution: (i) The complete text of this resolution; (ii) the date of referendum election, if any, held with respect thereto; (iii) the number of votes cast for and against this resolution by the Council of the City of Greenbelt or in the referendum; and (iv) the effective date of the charter resolution.

Section 4. **BE IT FURTHER RESOLVED** that the city manager of the City of Greenbelt be, and hereby is, specifically enjoined and instructed to carry out the provisions of Sections 2 and 3 as evidence of compliance herewith; and said city manager shall cause to be affixed to the minutes of this meeting (i) an appropriate certificate of publication of the newspaper in which the fair summary of the charter resolution shall have been published; and (ii) shall further cause to be completed and executed the municipal charter resolution registration form.

Section 5. **BE IT FURTHER RESOLVED** that if any provision of this charter resolution or the application thereof to any person or circumstance is held invalid for any reason, such invalidity shall not affect the other provisions or any other application of this charter resolution which can be given effect without the invalid provisions or application, and to this end, all the provisions of this resolution and of the charter are hereby declared to be severable.

INTRODUCED, by the Council of the City of Greenbelt, at a regular meeting on the 11th day of May 2026.

ADOPTED, by the Council of the City of Greenbelt at a regular meeting on the 8th day of June 2026.

EFFECTIVE, the 28th day of July, 2026.

By: _____
Emmett V. Jordan, Mayor

ATTEST:

Bonita Anderson, City Clerk

KEY:

[Brackets] indicate matter deleted from existing law.

ALL CAPS indicate matter added to existing law.

DRAFT



MEMORANDUM

TO: City Council

FROM: Jaime Fearer, AICP, Acting Director of Planning & Community Development

DATE: June 4, 2026

RE: FY 2027 Program Open Space Annual Program

Overview

The County's FY 2027 Program Open Space (POS) apportionment available for allocation to municipalities is \$7.4M. Since the County has met its level of service goals for parkland, 100% of allocation can be used for development projects, and the matching requirement for development projects is 10%. Development funds can be used for acquisition, and depending on needs, the County will reallocate funds. Including the County's FY 2027 apportionment, the total unencumbered POS balance available to participating municipalities for park development is \$27.6M.

Greenbelt's POS Program

For FY 2026, the City submitted two projects that were accepted into the POS Program: *Greenbelt Station South Core Recreation Amenities (Indian Creek Park)* and *Greenbelt Youth Center Roof Replacement & Patio Improvement Project*. Ultimately, funding was not encumbered for either; the Indian Creek Park project is currently on hold, and the City was awarded other monies for the Greenbelt Youth Center Roof Replacement.

For FY 2027, staff proposes the inclusion of one development project, *Design and Construction – Springhill Lake Recreation Center Expansion*, with a request for \$2,700,000 in POS funding with a required City match of \$300,000, of which \$250,000 is federal funding. For over two decades the City has explored expanding Springhill Lake Recreation Center, and staff believe that the

City is currently positioned to build upon earlier plans to implement the design and construction of additions, architectural improvements to existing transitional spaces, and other site improvements to the existing recreation center. Staff anticipate submitting the project to the Maryland Board of Public Works (BPW) for approval in the upcoming fiscal year.

Attached is a draft of staff's proposed FY 2027 Program Open Space Annual Program. The Program is due to the County by June 19, 2026. Based on communications with M-NCPPC staff, it is anticipated that sufficient funding will be available to fully fund the City's FY 2027 request.

Recommendation

Staff recommend that City Council approve the proposed FY 2027 Program Open Space Annual Program.

Attachment: FY2027 POS Annual Program - Greenbelt

CITY OF GREENBELT

FY2027 PROGRAM OPEN SPACE

ANNUAL PROGRAM FOR DEVELOPMENT

VISION STATEMENT– FY2027	
CITY OF GREENBELT DEVELOPMENT PROJECT	
<u>PROJECT ID</u>	<u>PROJECT NAME & PROJECT DESCRIPTION</u>
D-G1	<u>Design and Construction – Springhill Lake Recreation Center Expansion</u> This project will provide the design and construction of additions, architectural improvements to existing transitional spaces, and other site improvements to the existing Springhill Lake Recreation Center. The project represents a targeted public investment to expand access to high-quality recreation and community space for residents in a densely populated and historically underserved area within the Equity Focus Areas. Expansion of the existing facility will increase program capacity, improve functionality, and support inclusive, year-round services for children, teens, families, and the broader community. Funding will address long-standing facility needs and strengthen the City’s connection to Greenbelt West. The project addresses two goals from M-NCPPC’s most recent Land Preservation, Parks and Recreation Plan (LPPRP): Identify existing parks in need of enhancements and prioritize using the Equity Focus Area identified in this plan (Springhill Lake is identified as an Equity Focus Area); and intensify active recreational uses at existing community parks and plan for expansion of our regional parks and park facilities.

CITY OF GREENBELT

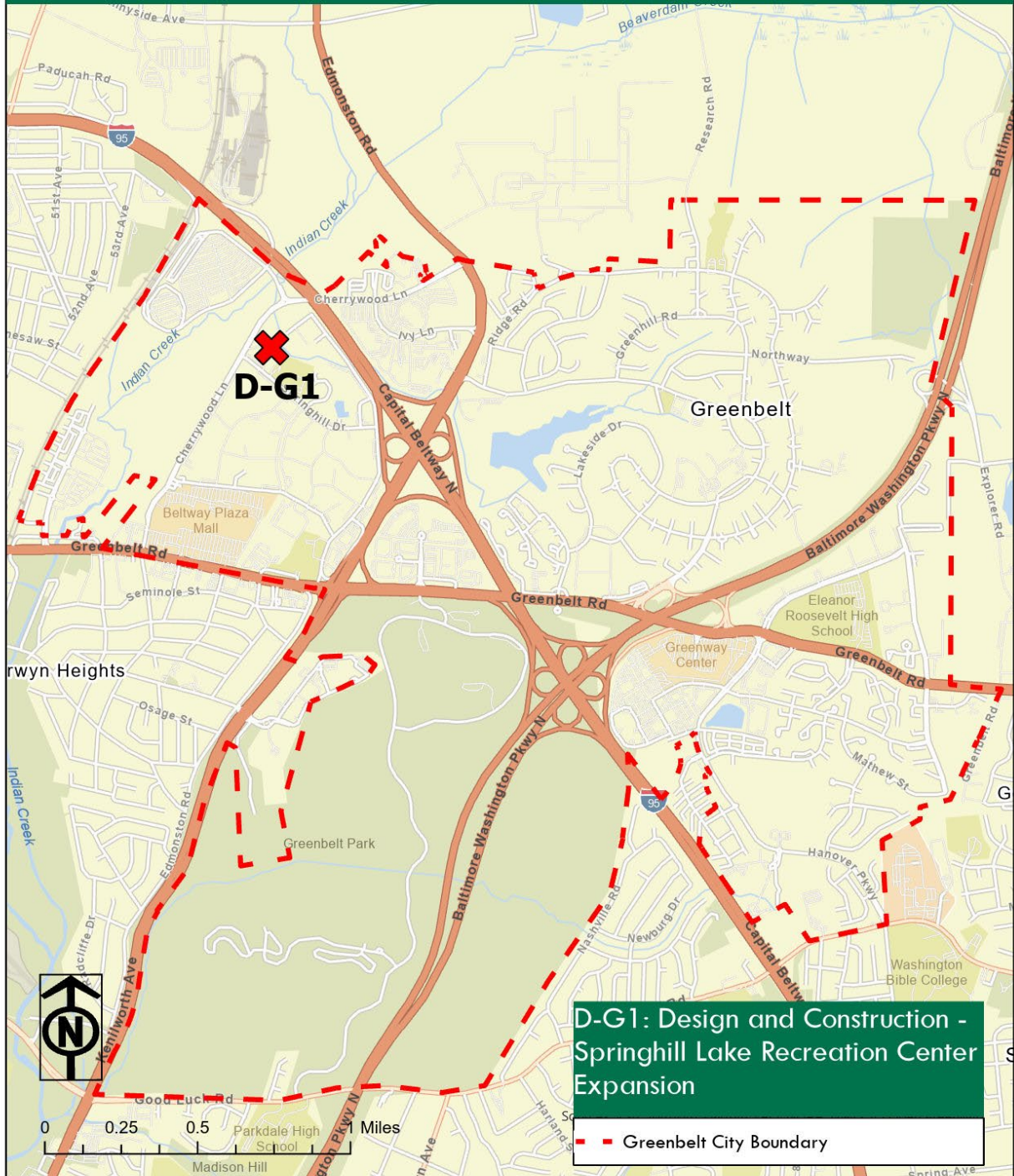
**FY2027 PROGRAM OPEN SPACE
ANNUAL PROGRAM FOR DEVELOPMENT**

<u>Project ID</u>	<u>Project Name</u>	<u>Acres</u>	<u>Source of Funds for Annual Program Only</u>			
			<u>Total</u>	<u>Local</u>	<u>State</u> (POS Local Funds)	<u>Federal</u>
D-G1	Design and Construction - Springhill Lake Recreation Center Expansion	N/A	\$3,000,000	\$50,000	\$2,700,000	\$250,000

CITY OF GREENBELT

FY2027 PROGRAM OPEN SPACE ANNUAL PROGRAM FOR DEVELOPMENT

FY2027 Program Open Space Annual Program



Created by Ryan Sigworth, June 3, 2026



MEMORANDUM

TO: City Council

FROM: Jaime Fearer, AICP, Acting Director of Planning & Community Development

DATE: June 3, 2026

RE: Update on the Indian Creek Park Master Plan – Project On Hold

Background

In early 2022, the City partnered with the Neighborhood Design Center (NDC) to develop a Greenbelt Station Greenspace Vision Plan. To assist in the development of the Plan, NDC supported a working group composed of City staff and residents of Greenbelt Station and Verde Apartments that was tasked with generating a community-led greenspace plan for the future of the neighborhood's public green spaces. The final report/plan, which was presented to City Council, is intended to serve as a roadmap to guide the Greenbelt Station community and the City when considering improvements to Greenbelt Station neighborhood recreation amenities.

In FY 2024, the City began implementing the Greenbelt Station Greenspace Vision Plan, and in FY 2025 Council approved the award of a contract with Mahan Rykiel Associates, Inc. (MRA) that included engineering support services from Charles P. Johnson & Associates (CPJ). Figure 1 below highlights the location of the proposed park and the surrounding land use context.

CONTEXT ANALYSIS

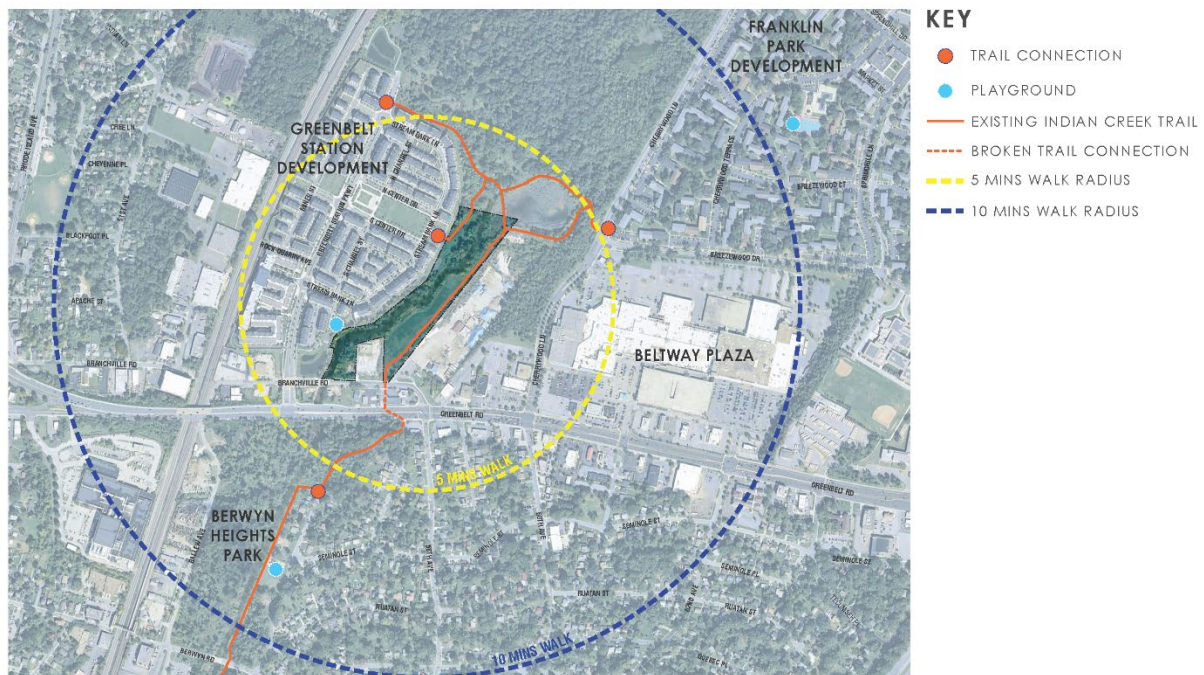


Figure 1: Image showing the location of the proposed Indian Creek Park and the surrounding land use context.
Source: Mahan Rykiel Associates, Inc.

The project team (City staff and design and engineering consultants from MRA and CPJ) held an initial public meeting on Thursday, November 6, 2025 at Springhill Lake Recreation Center to present initial park concepts and engage community feedback on proposed uses within the park, including community gardens, a dog park, and active and passive recreation. Subsequently, the project team published a survey to solicit broader feedback on three concept plans and received 93 survey responses. The project team used the community input to further refine the concept plan into one proposal. This refined concept plan, shown in Figure 2 below, was presented in detail at a second community meeting held at Springhill Lake Recreation Center on Tuesday, February 17, 2026, as well as at a joint Advisory Planning Board (APB) and Park and Recreation Advisory Board (PRAB) meeting on Wednesday, March 18, 2026. A Council Work Session scheduled for Monday, June 1, 2026, to present and discuss the refined concept plan was cancelled due to uncertainty of the feasibility of moving the project forward.

CONCEPT PLAN | REFINED



Figure 2: Image showing the location of the proposed Indian Creek Park and the surrounding land use context.
Source: Mahan Rykiel Associates, Inc.

Analysis

Greenbelt Station was developed partially on land within the County-regulated floodplain, and the development included requirements to compensate for removing land from the floodplain by excavating areas for water retention along Indian Creek on the parcels owned by the City.

On Thursday, May 7, 2026, the project team met with staff from the Prince George's County Department of Permitting, Inspections, and Enforcement's (DPIE) Floodplain Division (the County) to discuss the City parcel where the new park is being planned. At that meeting the County shared with the project team two conflicting, but approved, plans for the Greenbelt Station development dated 2005 and 2006. One plan showed that the proposed Indian Creek Park location was required to be excavated for floodplain compensation while the other showed the trail and grading as it currently exists. The County was uncertain which plan superseded the other or how the project permits were closed with this discrepancy. The City has the latter plan on file from when it accepted the trail from the developer, and that is what was shared with the project team at the start of the park planning process. The County is continuing to research the development history and approvals and will provide an update to the project team when more information is available.

Ultimately, if compensatory excavation is required by the County, the proposed park and amenities will not be feasible. City staff and the design and engineering consultants will continue coordinating with the County in an effort to come to a resolution.

Recommendation

Staff recommends that City Council accept this memo as the first update on the status of the feasibility of the Indian Creek Park project. Going forward, staff will provide Council periodic updates as more information is available.

Attachment: Indian Creek Public Meeting #2 Presentation – 02/17/2026

WELCOME!

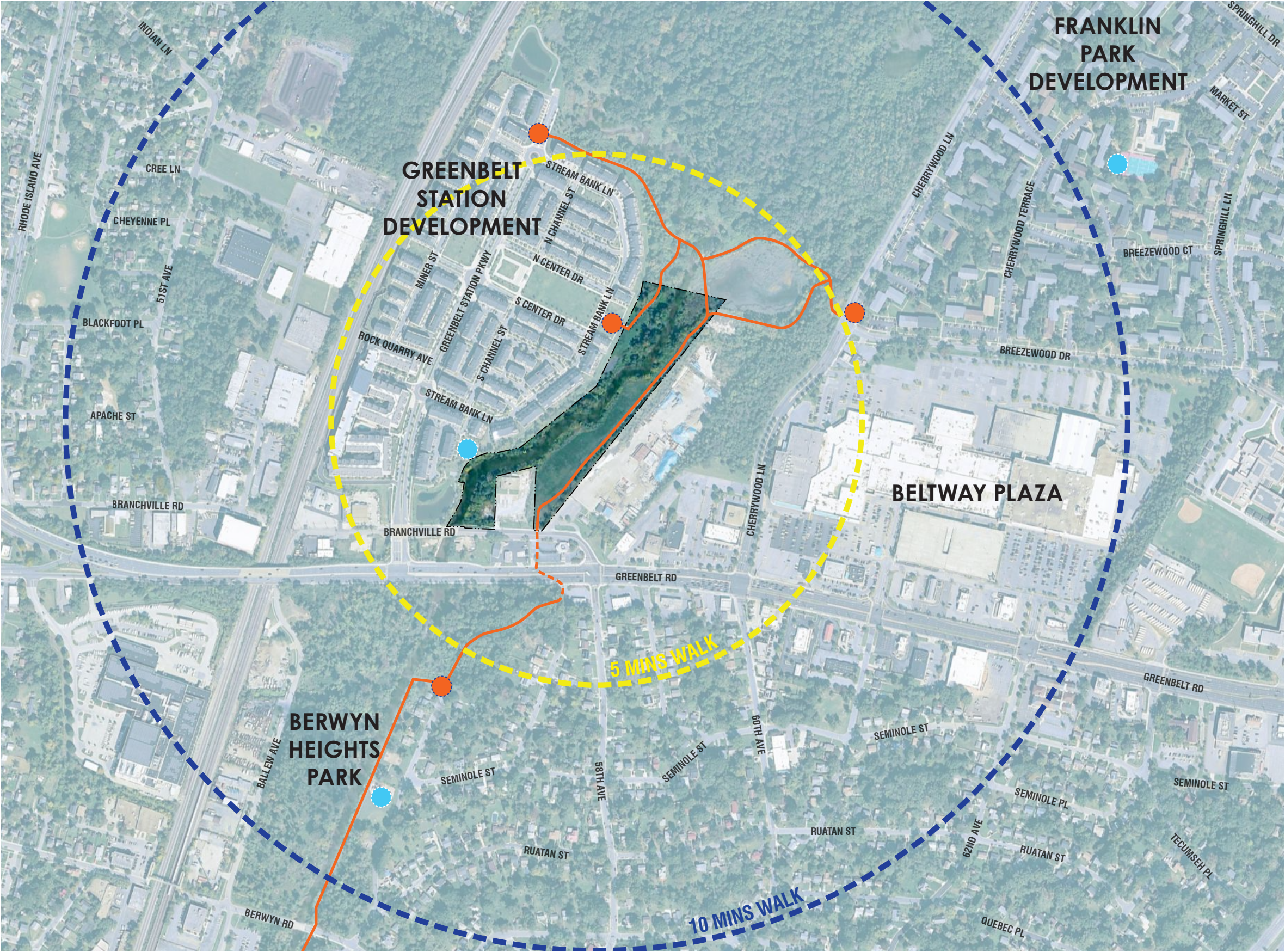
INDIAN CREEK PARK MASTERPLAN PUBLIC MEETING #2

FEBRUARY 17, 2026

SITE CONTEXT



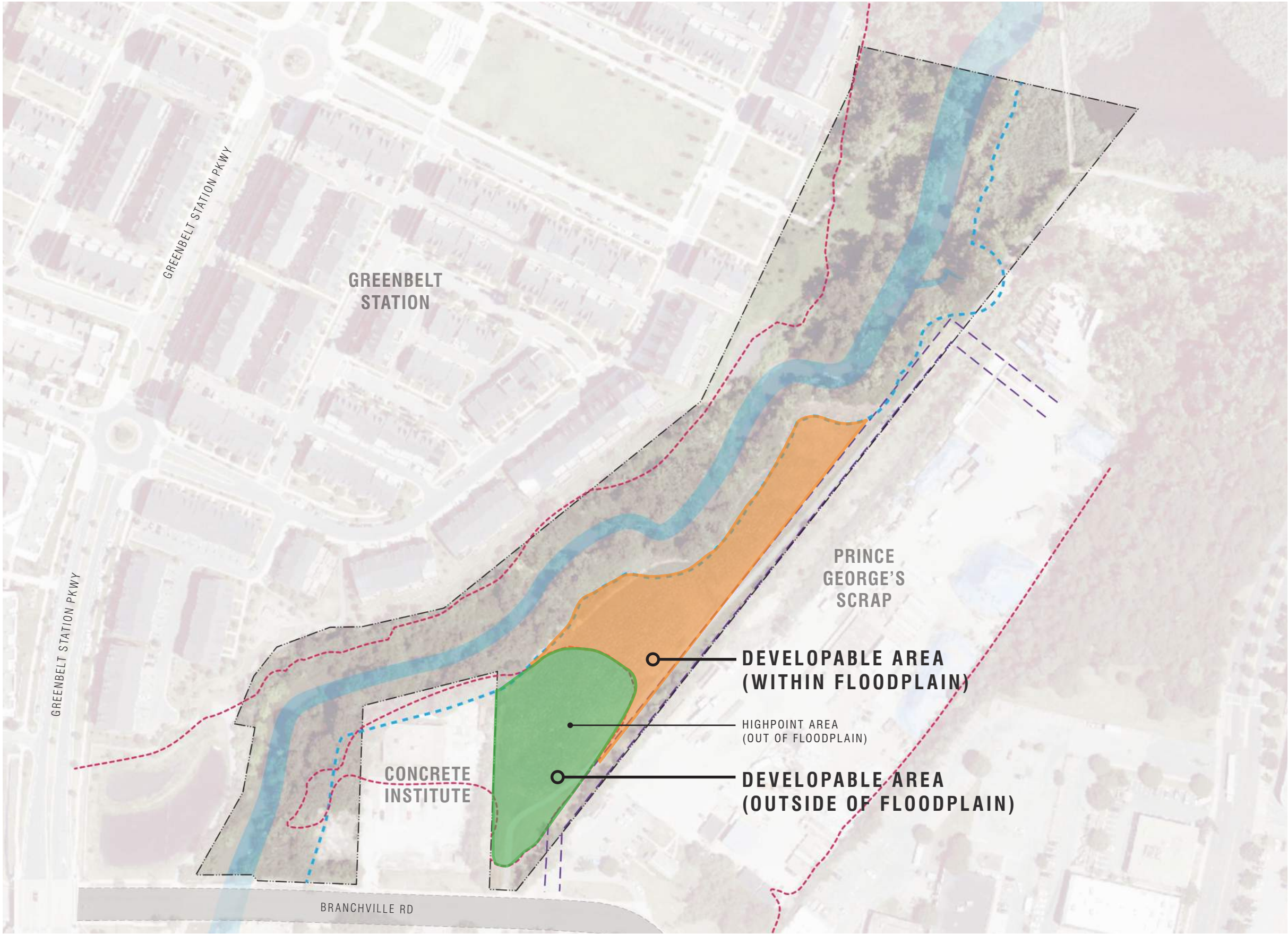
CONTEXT ANALYSIS



KEY

- TRAIL CONNECTION
- PLAYGROUND
- EXISTING INDIAN CREEK TRAIL
- - - BROKEN TRAIL CONNECTION
- - - 5 MINS WALK RADIUS
- - - 10 MINS WALK RADIUS

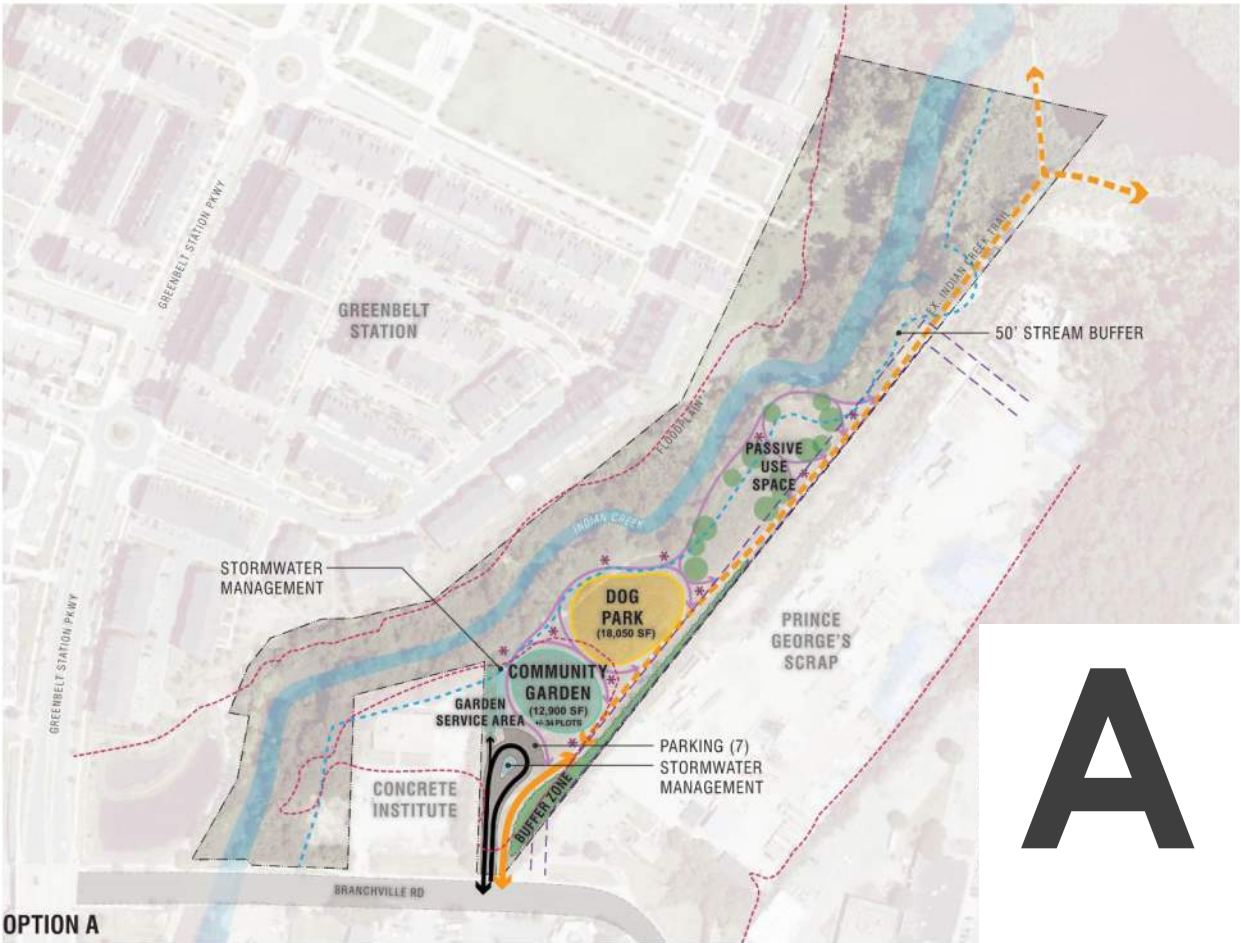
SITE ANALYSIS



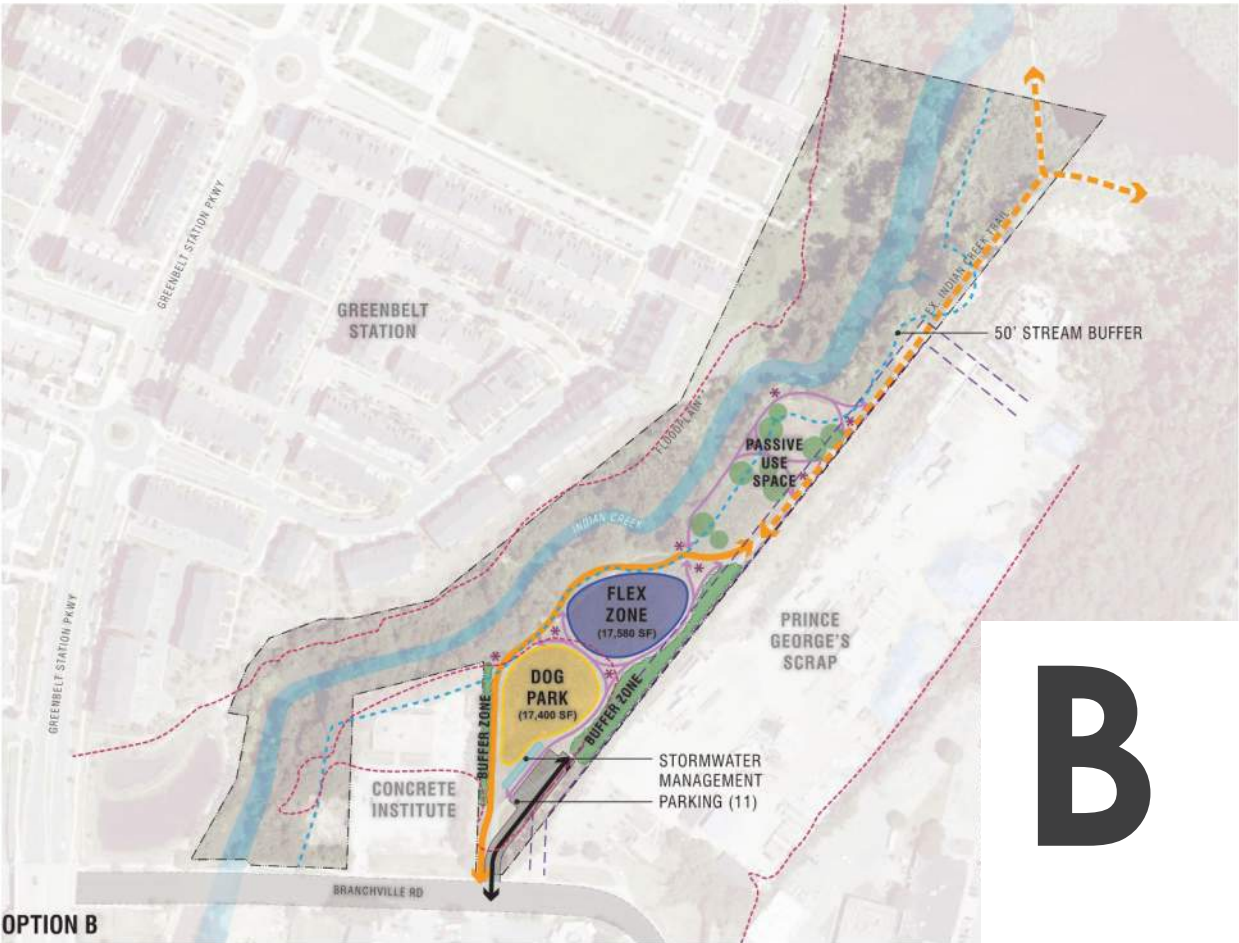
KEY

- 100 YEAR FLOODPLAIN
- 50' STREAM BUFFER
- 20' WSSC EASEMENT

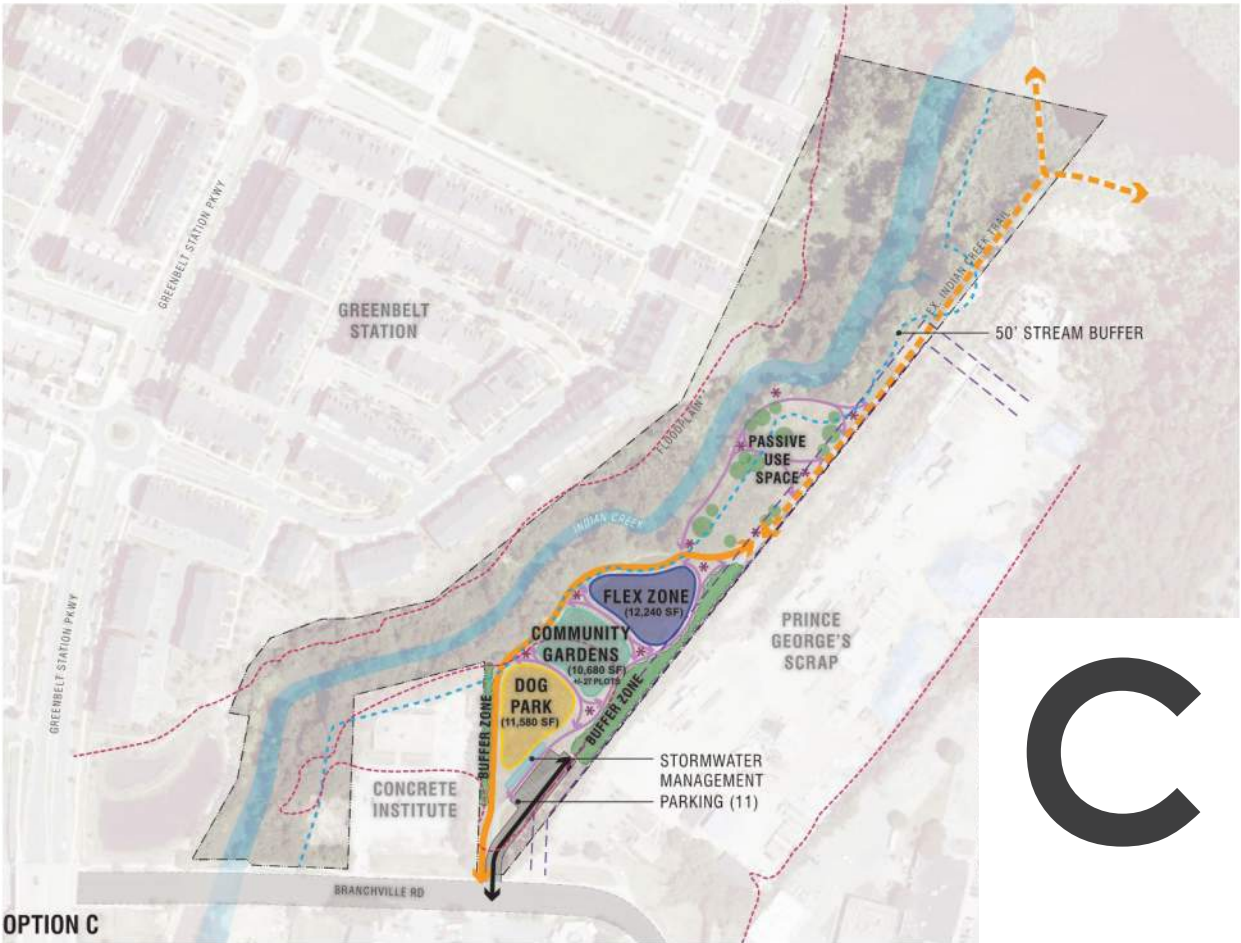
CONCEPT PLANS (COMPARISON)



A



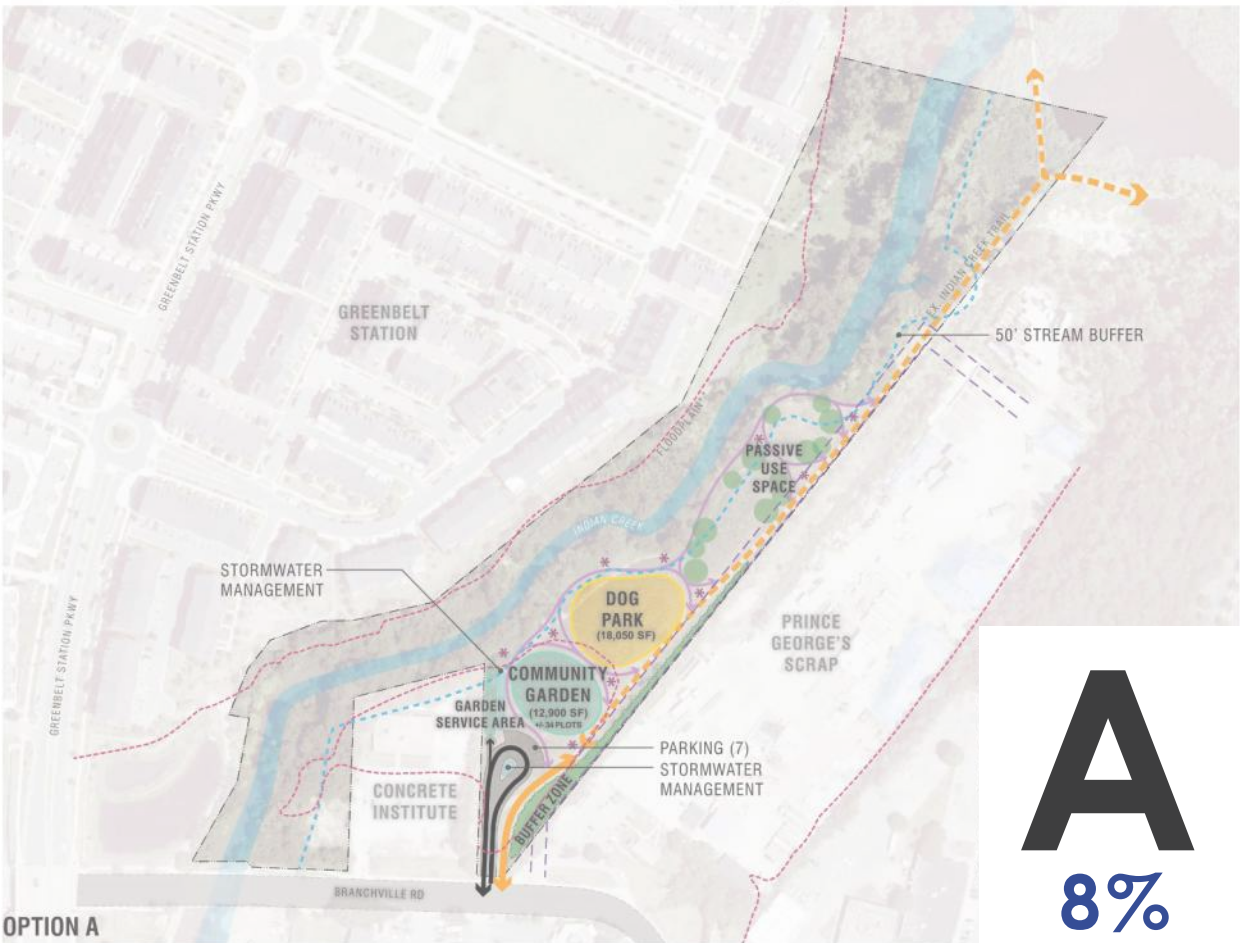
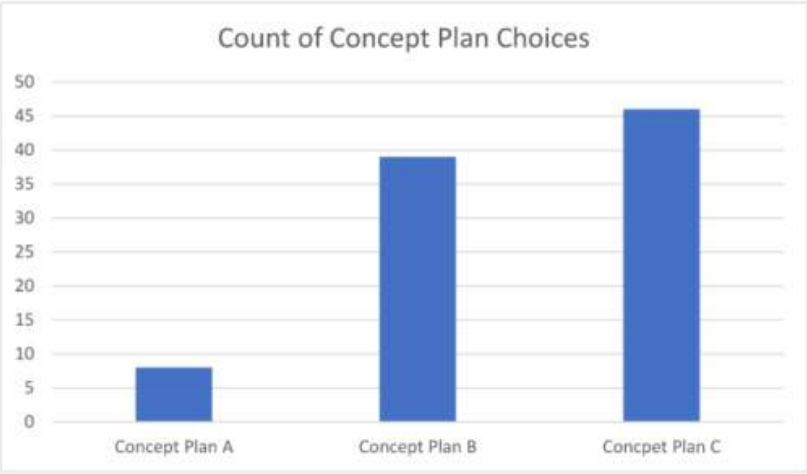
B



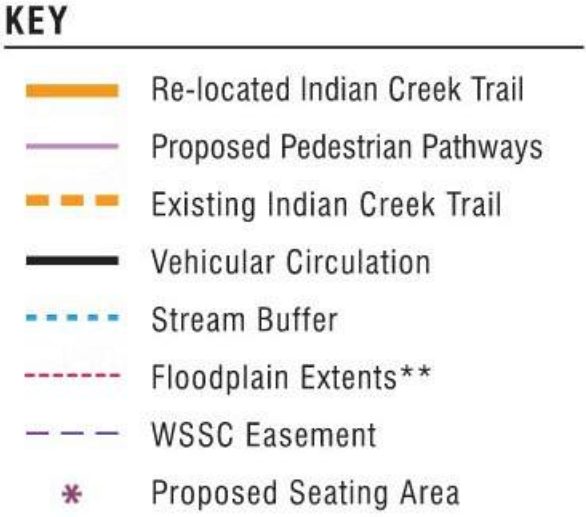
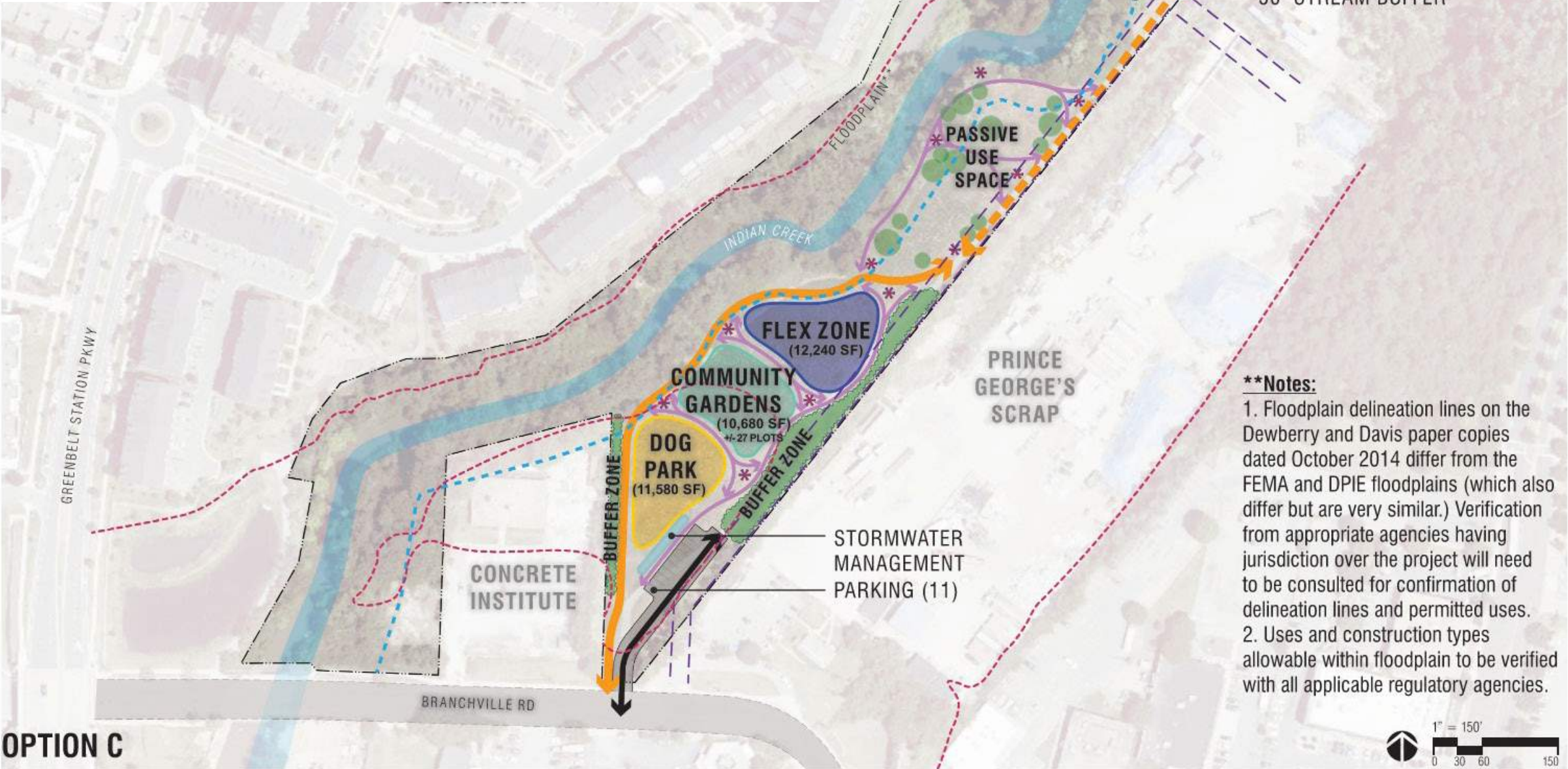
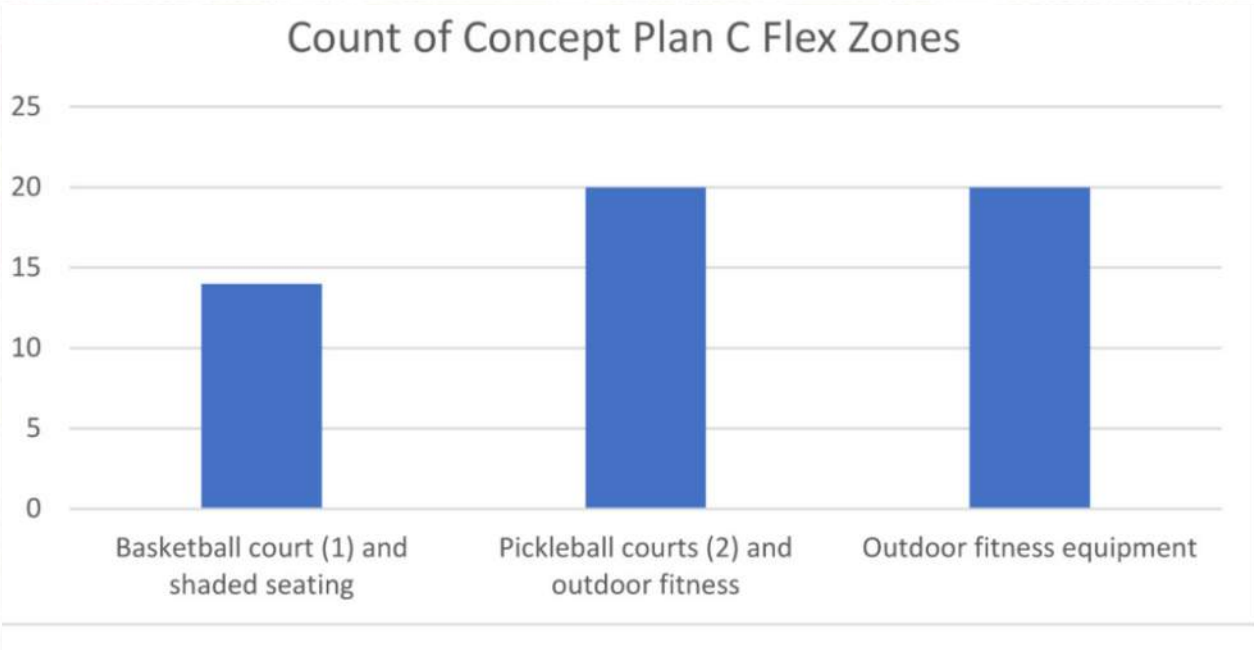
C

COMMUNITY INPUT

- PUBLIC MEETING #1 (11/6/2025)
- CONCEPTS PUBLISHED ONLINE
- 93 TOTAL RESPONDENTS



COMMUNITY INPUT | CONCEPT C



POTENTIAL FLEX ZONE OPTIONS



CONCEPT PLAN | REFINED



CONCEPT PLAN | REFINED



CONCEPT PLAN | BIRDS EYE VIEWS



CONCEPT PLAN | BIRDS EYE VIEWS



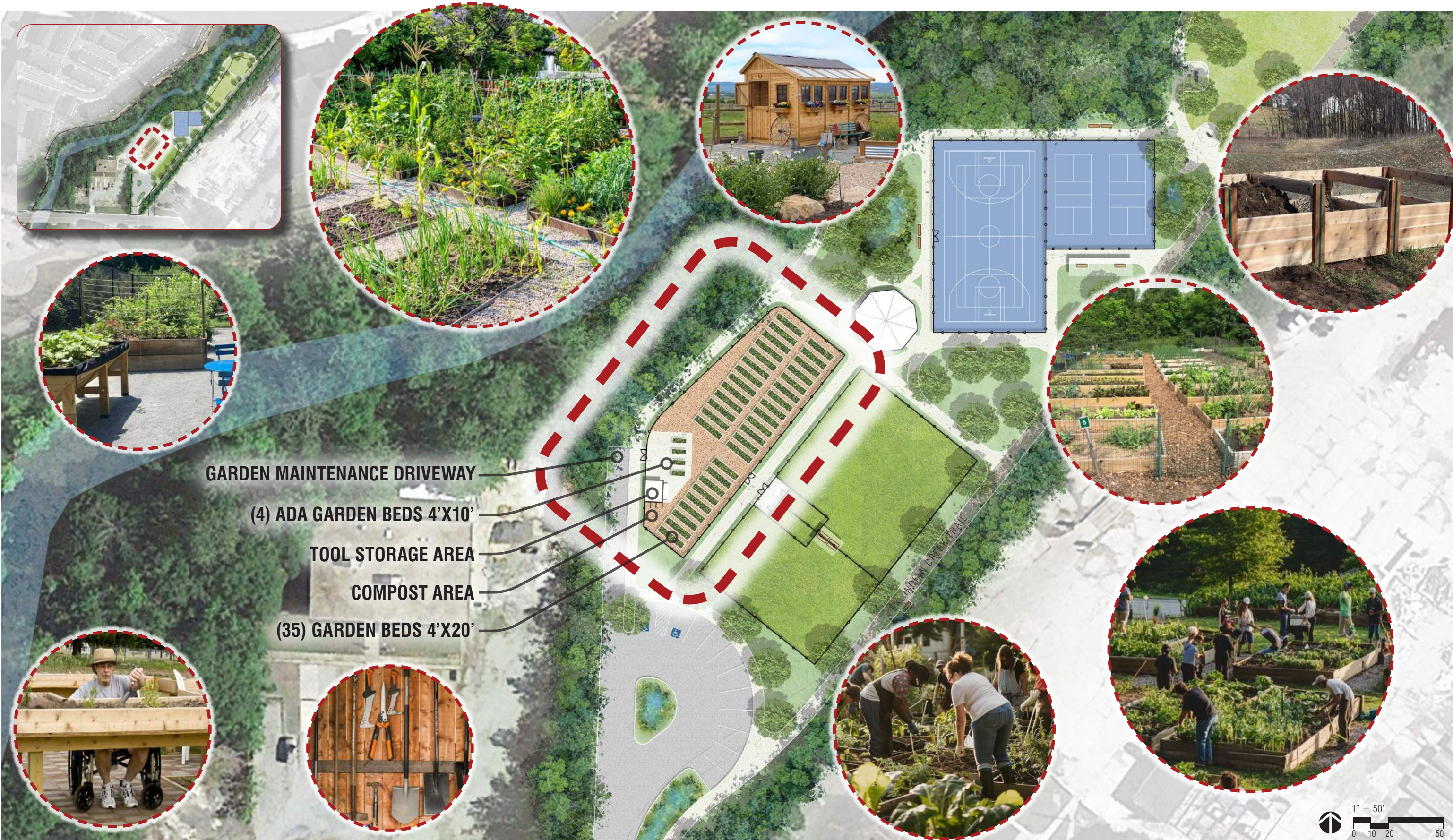
CONCEPT PLAN | DROP-OFF



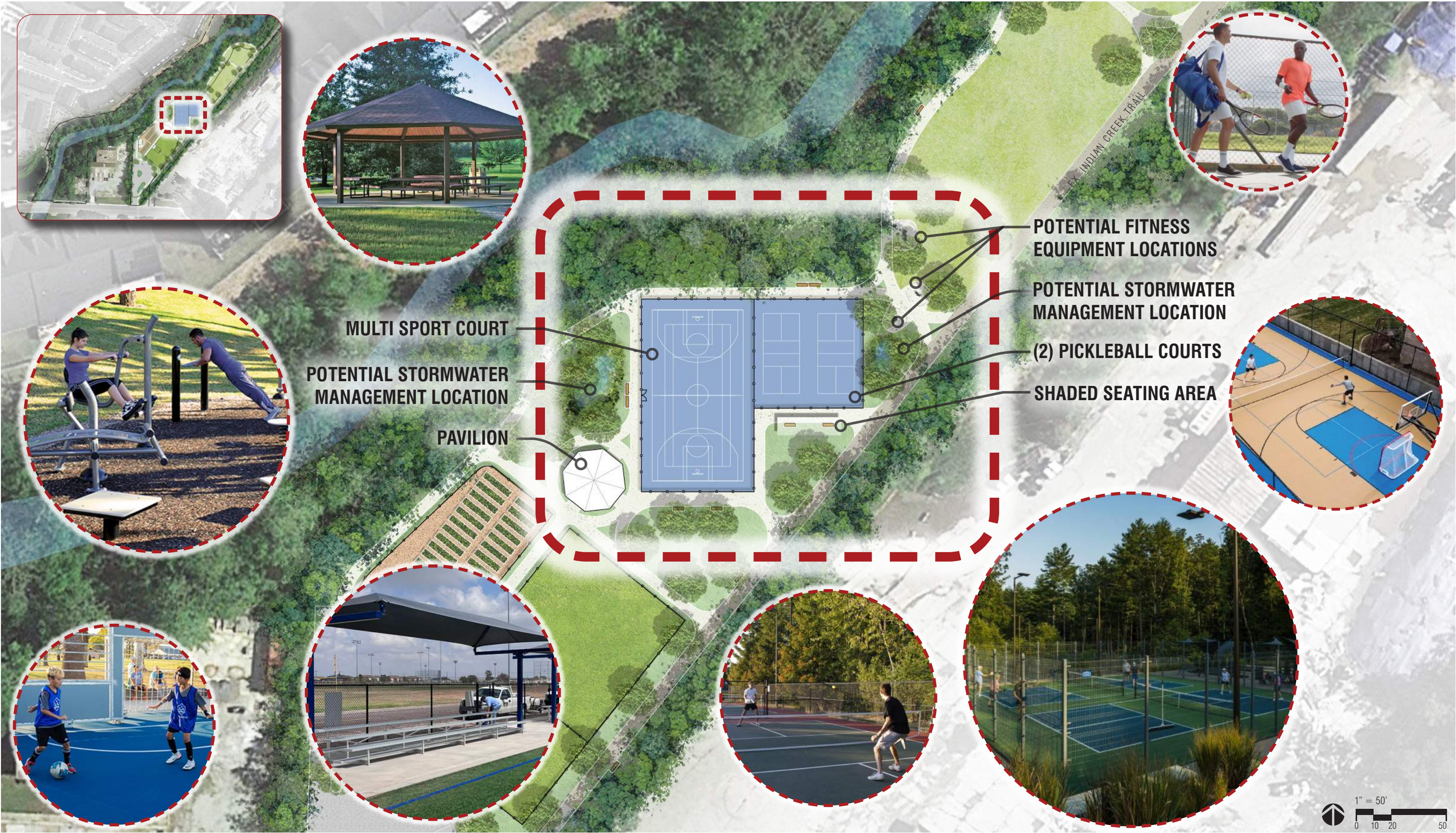
CONCEPT PLAN | DOG PARK



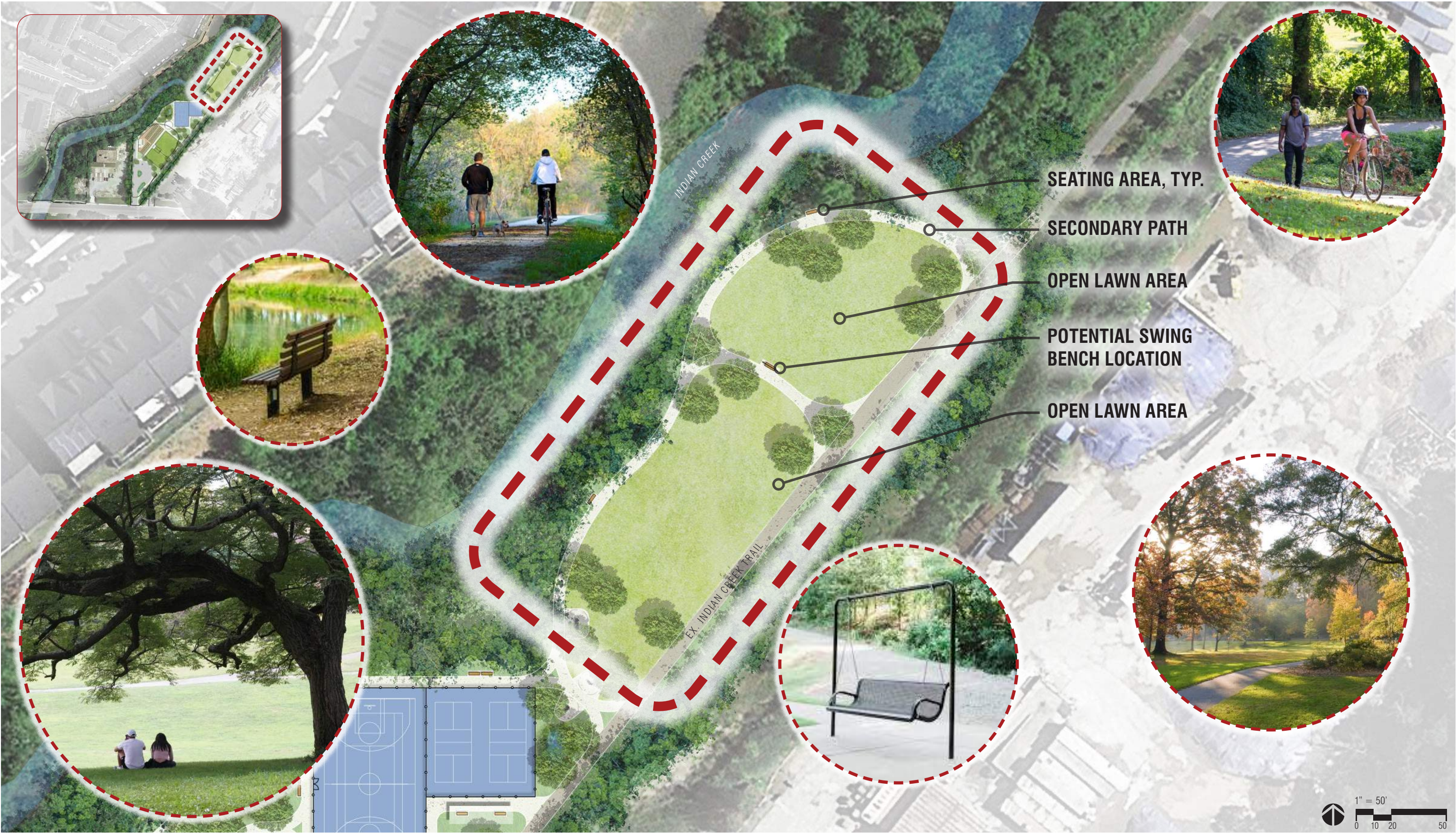
CONCEPT PLAN | COMMUNITY GARDENS



CONCEPT PLAN | ACTIVE / SPORT ZONE



CONCEPT PLAN | PASSIVE USE SPACE



CONCEPT PLAN | REFINED





MEMORANDUM

TO: City Council

FROM: Jaime Fearer, AICP, Acting Director of Planning & Community Development

DATE: June 4, 2026

RE: Authorization for City Manager to Execute Contract Addendum with Dewberry for Greenbelt Station/WMATA Trail Design and Engineering

Background

The City received Transportation Alternatives Program (TAP) grant funding in FY 2022 for the Greenbelt Station/WMATA Hiker-Biker Trail. TAP is a reimbursable federal aid funding program administered by Maryland Department of Transportation (MDOT) State Highway Administration (SHA) for transportation-related community projects that strengthen the intermodal transportation system. Since the award, the project has progressed through design and initial permitting, and it has also experienced several setbacks including:

- The location of the trail on WMATA property required extensive negotiations with WMATA regarding various design and operational items.
- The consideration, and ultimately the selection, of the Greenbelt Metro Station as the new site for the Federal Bureau of Investigation Headquarters resulted in significant delays in the project moving forward through the design and engineering phase.
- The departure of the developer initially managing the project—after fulfilling its legal obligation to manage the project until expenditures reached \$517,000—required the City to negotiate and execute new contracts for civil engineering, utility design, environmental, and transportation consulting services. This transition delayed the City's ability to respond to MDOT SHA comments on the 60% design submittal.
- Both the City and its lead consulting engineering firm experienced staff turnover during the period the project was on hold, which further delayed efforts to advance the project.

Despite these challenges, the City remains committed to advancing the project, and to date, more than \$550,000 has been expended on the project in an effort to get to 90% design and engineering.

In January 2026, the City submitted 90% design and engineering to MDOT SHA for their review. On March 12, 2026, MDOT SHA send significant comments back to the City and requested a meeting with the City and our engineering consultant, Dewberry Associates Inc. (Dewberry), as well as a modified schedule for project completion. Perhaps most significantly, MDOT SHA rejected the structural designs for the bridge and boardwalk. Council approved a contract with Dewberry on May 11, 2026, for \$150,000 that is specifically dedicated to updated engineering and design services for the bridge and boardwalk; the services in that contract will not be paid with TAP funding.

Despite the various delays the project has experienced to date, the City believes the project can still be completed with the required funding deadline which concludes in August 2029. In order to meet these now tighter deadlines, Dewberry has provided the attached contract addendum for \$92,300.00 that provides services to address MDOT SHA's 90% design and engineering comments; ongoing permitting work with Prince George's County Department of Permitting, Inspections, and Enforcement (DPIE); and any remaining bridge and boardwalk structural redesign (to be funded separately from TAP).

Recommendation

Staff recommends that the City Council authorize the City Manager to execute the attached contract addendum with Dewberry Engineers Inc. for the Greenbelt Station/WMATA Trail, in an amount not to exceed \$92,300.00, to be funded from account 305-40-440-000-539200-09 (Greenbelt Station Trail).

Attachment: Dewberry_Short Form Contract_2026_1583_063

Short Form Contract No. 2026-1583-063

RETURN TO:	Dewberry Engineers Inc. 4601 Forbes Boulevard, Suite 300 Lanham, MD 20706 301.731.5551 phone 301.731.0188 Fax	CLIENT:	City of Greenbelt 15 Crescent Road Suite 200 Greenbelt. MD 20770 301.474.0569

ORDER INFORMATION	PROJECT INFORMATION	Cost Code: N/A
Ordered By: Terri Hruby	Name: Greenbelt Station – WMATA Trail Addendum #5	Client Number: 2000841
Phone Number: 301-474-0569	Job: NEW BU: 1583	Client Type: Public
Email: thruby@greenbeltmd.gov	Jurisdiction: Prince George’s County	Segment Code: 215
Date: 05/14/2026	Contract Date: 10/03/2024	Contract Type: MU
Taken By: Kelsey R. Szablowski	Contract Expiration:	Project Manager Number: 974552

Method of Payment and Contract Amount

Client shall deliver a retainer to Dewberry of **\$0.00** as a condition precedent to Dewberry rendering services. The retainer is not in addition to the fee estimate or contract amount. Dewberry is entitled to apply the retainer to invoices as they become past due or to hold the retainer, if it elects to do so, until Dewberry concludes its services before applying the retainer to any past due invoices. Dewberry has sole discretion to apply the retainer to whichever past due invoices it elects. Client will, at Dewberry’s request, replenish the retainer amount as a condition precedent to Dewberry rendering further services.

Description of Services	FEE	COST TYPE
0214PERM. PERMITS & BONDING (BUDGET INCREASE) The quoted fee estimate is based on two hundred (200) additional hours by our team pursuant to this task. If additional permitting needs are requested by the Client, or governing agencies, additional fees will be required under separate scope. Services performed under this item are specific to: - MDSHA 90% Deliverable comments (provided April 2026) - DPIE Site Development Concept Extension - Bid Documents, Support Plans & Estimates by Others - DPIE SDFG - Review of Structural Comments from DPIE	\$45,000.00 INCREASE	Hourly Basis; Estimate
1661STDN. BRIDGE AND BOARDWALK STRUCTURAL REDESIGN (REMAINING) Dewberry will provide drawings and calculations for the construction of an approximately 400’ long timber boardwalk as part of the Greenbelt Station WMATA Trail project. Plans will be developed in general accordance with applicable MDOT SHA Office of Structures (OOS) Guidelines and Procedures Manual as appropriate for the project and permitting requirements. Structural submissions will be coordinated with Prince George’s County DPIE reviewers and adhere to the applicable agency requirements. Submissions are anticipated to include structural plan development and supporting calculations necessary to obtain applicable reviews and approvals associated with the proposed improvements. The OSS Structural Plan Checklists may be utilized as guidance to support completeness of submission, where applicable. The proposed timber boardwalk will comply with applicable federal, state, and local laws and regulations and be designed in accordance with AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, and applicable MDOT SHA structural manuals and publications. The timber boardwalk will be designed for pedestrian loading and a H10 design vehicle in accordance with sections 3.1 and 3.2 of the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges. As-Built Bridge Plans will be developed and submitted upon completion of construction. For each major submission, Dewberry will develop a construction cost estimate for the proposed structure including developing a list of individual pay items, calculating the estimated quantities for each pay item based on information contained in the plans, and developing a unit cost for each pay item. As-designed and as-built load ratings are excluded from the scope and will not be provided. Changes or additional permitting needs related to hydraulic analysis, scour analysis, geotechnical engineering, and escalated MDOT SHA structural reviews, shall be considered	\$6,800.00	LUMP SUM

additional work and if required, will be outlined and presented for City authorization under separate agreement. Dewberry will response to Contractor Requests for Information (RFIs) – this scope assumes a total of five (5) structural related RFIs. Other structural shop drawings or submissions are not anticipated and are excluded from this scope.		
0302MEET. MEETINGS, HEARINGS AND CONFERENCES (BUDGET INCREASE) The quoted fee is based on our project manager/engineer’s attendance at eighteen (18) additional meetings , conferences, and/or hearings pursuant to this task. Any time spent in excess of the estimate will continue to be billed to this line item on an hourly basis, with prior notification to the Client.	\$13,500.00 INCREASE	Hourly Basis; Estimate
0303COOR. COORDINATION WITH OTHER CONSULTANTS & REVIEW AGENCIES (BUDGET INCREASE) It will be necessary to coordinate our work with the work of other consultants and review agencies during the course of the project. We will provide additional plans, documents and other support services beyond what is specified in the above noted scope for each phase required for other consultants’ work as part of this item. In addition, we will coordinate questions and comments with the various review agencies throughout the review process. As we cannot forecast the scope and nature of this coordination effort, we will provide these services on an hourly basis for time accrued in accordance with the hourly rates attached to this proposal. The quoted fee is based on a maximum of forty (40) hours of work by our staff pursuant to this task. Any time spent in excess of the estimate will continue to be billed to this line item on an hourly basis, with prior notification to the Client.	\$9,000.00 INCREASE	Hourly Basis; Estimate
0304CCOR. CLIENT COORDINATION (BUDGET INCREASE) The quoted fee is based on eighty (80) additional hours of work by our staff pursuant to this task. Any time spent in excess of the estimate will continue to be billed to this line item on an hourly basis, with prior notification to the Client.	\$18,000.00 INCREASE	Hourly Basis; Estimate
TOTAL	\$92,300.00	

The metro billing rate schedule (attachment **A**, dated **05/30/2026**) and standard terms and conditions (attachment **B**, dated **10/2020**) are attached hereto and made a part of this contract.

Authorized Signatures

DEWBERRY



Kelsey R. Szablowski
Project Manager



Rachel A. Leitzinger, PE
Senior Associate, Senior Project Manager

CLIENT

05/19/2026

05/19/2026

Dewberry Engineers Inc. will not be required to render services until this contract is signed returned and the applicable retainer is paid in full.
Dewberry Engineers Inc. is an equal opportunity employer and, as such, complies with Section 202 of Executive Order 11246 as amended.

DEWBERRY HOURLY BILLING RATE SCHEDULE

DEWBERRY	HOURLY RATES
Professional	
Principal	\$415.00
Architect I,II,III	\$115.00, \$135.00, \$155.00
Architect IV,V,VI	\$175.00, \$195.00, \$220.00
Architect VII,VIII,IX	\$245.00, \$270.00, \$295.00
Interior Designer I,II,III,IV	\$115.00, \$145.00, \$160.00, \$195.00
Interior Designer V, VI, VII	\$215.00, \$235.00, \$280.00
Engineer I,II,III	\$140.00, \$155.00, \$175.00
Engineer IV,V,VI	\$205.00, \$230.00, \$265.00
Engineer VII,VIII,IX	\$295.00, \$330.00, \$370.00
Geographer/GIS I,II,III	\$110.00, \$120.00, \$145.00
Geographer/GIS IV,V,VI	\$165.00, \$195.00, \$225.00
Geographer/GIS VII,VIII,IX	\$260.00, \$290.00, \$330.00
Professional I,II,III	\$120.00, \$150.00, \$175.00
Professional IV,V,VI	\$195.00, \$215.00, \$240.00
Professional VII,VIII,IX	\$280.00, \$305.00, \$340.00
Technical	
Designer I,II,III	\$120.00, \$155.00, \$185.00
Designer IV,V,VI	\$210.00, \$230.00, \$270.00
CADD Technician I,II,III,IV,V	\$100.00, \$120.00, \$145.00, \$160.00, \$210.00
Surveyor I,II,III	\$75.00, \$95.00, \$120.00
Surveyor IV,V,VI	\$145.00, \$160.00, \$175.00
Surveyor VII,VIII,IX	\$200.00, \$230.00, \$280.00
Technical I,II,III	\$100.00, \$125.00, \$150.00
Technical IV,V,VI	\$165.00, \$180.00, \$205.00
Emergency Management	
Emergency Management I, II, III	\$100.00, \$130.00, \$170.00
Emergency Management IV, V, VI	\$205.00, \$250.00, \$310.00
Construction	
Construction Professional I,II,III	\$140.00, \$175.00, \$210.00
Construction Professional IV,V,VI,VII	\$250.00, \$280.00, \$335.00, \$375.00
Inspector I,II,III	\$100.00, \$120.00, \$165.00
Inspector IV,V,VI,VII	\$200.00, \$225.00, \$255.00, \$290.00
Survey Field Crews	
Fully Equipped 1, 2, 3 Person Crews	\$175.00, \$220.00, \$295.00
With Laser Scanner 1, 2 Person	\$230.00, \$275.00
Administration	
Admin Professional I,II,III,IV	\$85.00, \$115.00, \$140.00, \$170.00
Non-Labor Direct Costs	Cost + 15%

**ATTACHMENT B
STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness or completeness of any document which was prepared by another entity.
 - b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
 - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. Site safety or construction quality, means, methods, or sequences.
 - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
 - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
 - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven (7) days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privacy).
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.



11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
12. **Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
 - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
 - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
 - c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
 - d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
17. **Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability.** In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
21. **Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
22. **Indemnification.** You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
24. **Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Legal Department.

ARTICLE VIII. LABOR CODE

Sec. 13-231. Legislative findings and purpose.

(a) *Title of article.* This article shall herein be referred to as the labor code of the City of Greenbelt, Maryland, or labor code.

(b) *Legislative findings.* It is the public policy of the council of Greenbelt and the purpose of this labor code to promote a fair, harmonious, peaceful and cooperative relationship between the management of the city and those employees of the City of Greenbelt who are covered by this labor code and to protect the public by assuring the responsive, orderly, efficient and continuous operation of the department.

(c) *Purpose.* Pursuant to the authority set forth in the Charter of the City of Greenbelt, which authorizes the council to enact by ordinance or amendment a system of rules and regulations to govern the process, the council enacts this article for the following purposes:

- (1) To provide procedures for police officers and certain other full time and regular part-time non-exempt, non-managerial, non-confidential City employees to participate in the formulation and implementation of policies establishing or affecting their conditions of employment;
- (2) To recognize the right of said employees to organize for the purpose of collective bargaining;
- (3) To provide a means by which said employees may select a collective bargaining representative;
- (4) To require the City of Greenbelt to meet and confer with the collective bargaining representative of said employees and to negotiate and enter into written agreements on certain matters of wages, hours and other terms and conditions of employment; and
- (5) To establish a method of dispute resolution.

(Ord. No. 1278, 1-22-07)

Sec. 13-232. Definitions

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

(a) “Bargaining Unit” means one of the following three units of eligible City employees, each of which is hereby legislatively established as an appropriate unit for collective bargaining:

(1) Police Bargaining Unit

A bargaining unit for the Greenbelt Police Department consisting of all non-managerial sworn police officers employed by the City of Greenbelt and assigned to the Greenbelt Police Department, excluding managerial employees, confidential employees, civilian employees, and all other employees not serving as sworn officers.

(2) Department of Public Works Bargaining Unit

A bargaining unit for the Department of Public Works consisting of all full-time and regular part-time non-exempt, non-managerial, non-confidential employees employed by the City of Greenbelt and assigned to

the Department of Public Works, excluding managerial employees, confidential employees, and any employees assigned to other departments.

(3) General Non-Managerial Employee (Residual) Bargaining Unit

A bargaining unit consisting of all other eligible full-time and regular part-time non-exempt, non-managerial and non-confidential employees of the City of Greenbelt who are not included in the Police Bargaining Unit or the Department of Public Works Bargaining Unit, excluding managerial employees, confidential employees, sworn police officers, and employees of the Department of Public Works, ~~and employees employed in the offices of the City Manager and Director of Finance.~~

Except as otherwise provided herein, no additional bargaining units shall be established. The three bargaining units defined above constitute the exclusive and complete set of bargaining units authorized for collective bargaining within the City of Greenbelt.

(b) Confidential employee. Any employee who assists in a confidential capacity, or who has regular access to or participates in the development, evaluation, or implementation of management policies in the field of personnel or labor relations.

An employee shall be considered a confidential employee where the duties of the position include, but are not limited to:

(1) access to or involvement in the development of labor relations strategy or collective bargaining positions;

(2) participation in or support of personnel decisions, including discipline, hiring, termination, or grievance handling; or

(3) regular access to confidential management information relating to labor or employment matters.

(4) regular access to confidential financial information and/or information relating to policy decisions by the City Manager or Director of Finance. For purposes of this definition, employees who are physically located in the office suite of the City Manager or the City Finance Director shall be considered to be confidential employees.

The City Manager, in consultation with the Human Resources Department, may designate positions as confidential employees where the duties and responsibilities of the position meet the criteria set forth in this subsection. Any such designation shall be based on the functions of the position and not solely on job title, department, or organizational placement, and shall be reviewed periodically to ensure continued alignment with this definition. ~~*(b) Confidential employee. Any employee who assists in a confidential capacity, persons who formulate, determine and effectuate management policies in the field of personnel and labor relations.*~~

(c) Employee. For the purpose of this Article VIII, Labor Code the definition of employee includes only the following:

- i) all non-managerial sworn police officers employed by the City of Greenbelt and assigned to the Greenbelt Police Department and those employees who have completed the initial entrance training for certification as a police officer;
- ii) all full-time and regular part-time non-exempt, non-managerial, non-confidential personnel employed by the City of Greenbelt.

(d) *Employee organization.* Any lawful organization that admits employees, as defined in this Code, to membership and whose primary purpose is to represent such employees with respect to wages, benefits, and other terms and conditions of employment. For purposes of the Greenbelt Police Department, an employee organization means any lawful organization that admits sworn police officers to membership, the primary purpose of which is to represent sworn police officers concerning wages, terms and conditions of employment. In all cases an “employee organization” does not include any organization that discriminates on the basis of race, color, sex, creed, national origin, or any other protected characteristic with respect to membership, retention, or participation in training, apprenticeship, or employment programs.

(e) *Employee relations board.* The employee relations board (ERB) constituted pursuant to the Charter of the City of Greenbelt.

(f) *Employer.* The City of Greenbelt.

(g) *Grievance.* A dispute concerning the application or interpretation of the terms of a collective bargaining agreement between an employee organization and the employer.

(h) *Managerial employee.* An employee of the City of Greenbelt who has the authority to exercise independent judgment, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, discipline, direct, or adjust the grievances of other employees, or who effectively recommends such actions, provided that the exercise of such authority requires the use of independent judgment and is not merely routine or clerical in nature. The term “managerial employee” includes supervisors as defined in this Code and excludes confidential employees. In the Greenbelt Police Department managerial employees are those employees who are sworn police officers of the rank of lieutenant or higher.

(i) *Non-managerial sworn police officer.* Any sworn police officer of the City of Greenbelt assigned to the Greenbelt Police Department who is not a managerial or confidential employee as defined herein. For purposes of this definition, the term shall also include any police officer trainee who has completed the initial entrance level training for certification as a police officer.

(j) *Regular part-time employee.* A part-time employee of the City of Greenbelt who is non-exempt, non-managerial and non-confidential and who works at least 500 hours in each calendar year of employment.

(k) *Strike.* 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, whether by concerted or individual action.

(l) *Terms and conditions of employment.* All wages, benefits and other matters relating to the employment of employees in the bargaining unit, including, but not limited to, holidays, pensions, medical benefits and coverage, sick leave, paid and unpaid leave, military leave, overtime, equipment, training, discipline, and seniority, not expressly excluded by section 13-235.

(Ord. No. 1278, 1-22-07)

Sec. 13-233. Labor commissioner.

(a) There shall be a labor commissioner who shall exercise the authority and perform the functions assigned pursuant to this labor code.

(b) The labor commissioner shall be appointed for specific matters as they arise under this code for which such labor commissioner is needed from a list of individuals supplied by the American Arbitration Association in response to a joint letter from the City and the exclusive representative. The list shall be comprised of individuals with prior work experience at the National Labor Relations Board who reside in Maryland, the District of Columbia or Virginia. The City and the exclusive representative shall confer within ten (10) days of receipt of the list; if they are unable to agree on an individual, they shall alternately strike names from the list until one person remains, and that person shall serve as labor commissioner for the specific matter. The costs of the labor commissioner shall be paid by the City.

(c) The labor commissioner appointed for a specific matter shall have the following authority with respect to that matter:

(1) Administration.

- a. The labor commissioner shall be charged with the interpretation of the labor code and shall be further authorized to make any rules and regulations as may be necessary or proper to effectuate the purposes and intent of the labor code.
- b. The labor commissioner may appoint a representative or representatives to perform investigative, administrative, ministerial, procedural or other tasks associated with the duties assigned pursuant to this section.
- c. In addition to those duties specifically enumerated herein, the labor commissioner shall also have the authority to perform other duties as may be deemed necessary to effectuate the purposes and intent of this labor code.

(2) Representation.

- a. To grant and revoke certification of any employee organization as the exclusive bargaining representative of employees in the bargaining unit;
- b. To supervise the conduct of representation elections; and
- c. To determine the appropriateness of the employee organizations.

(3) Unfair labor practices. Investigation and adjudication of unfair labor practice charges and determination of remedies for unfair labor practices in accordance with the procedures and intent of this labor code.

(d) Decisions of the labor commissioner shall be in writing. Any party aggrieved by a decision of the labor commissioner may file an appeal to the city council within thirty (30) days of the issuance of the labor commissioner's decision. The decision of the city council shall be final, subject only to judicial review. In the event that there shall be a tie vote, then the decision of the labor commissioner shall be upheld.

(Ord. No. 1278, 1-22-07)

Sec. 13-234. Employee rights.

(a) Employees shall have the right of self-organization; to form, join, or assist employee organizations; and to bargain collectively through representatives of their own choosing on terms and conditions of employment. Employees shall also have the right to refrain from any or all such activities.

(b) Employees shall be free from retaliation for the exercise of any rights set forth herein, or for participating in any proceeding established pursuant to this labor code.

(c) Nothing in this labor code shall prohibit an employee from presenting, discussing or resolving any grievance directly with the employer and without the intervention of the employee organization that represents the bargaining unit, provided that any adjustment of the grievance made shall not be inconsistent with the terms of any applicable collective bargaining agreement.

Sec. 13-235. Employer rights.

(a) The employer shall have the following rights:

- (1) To determine the budget of the City of Greenbelt including all financial obligations and expenditures, and to exercise its taxing authority;
- (2) To determine the ways and means to allocate funds to its various departments and projects;
- (3) To establish methods and procedures for fulfilling its mission;
- (4) To determine how and when to deploy its personnel;
- (5) To establish, suspend, relocate or discontinue operations, facilities, stations, , services and to reduce personnel;
- (6) To determine the way personnel will be used to effectuate the City's mission;
- (7) To adopt reasonable rules, regulations and general orders pertaining to the department's purpose, operation, techniques, efficiency and management which are not inconsistent with the terms of the collective bargaining agreement, provided that during negotiations for a collective bargaining agreement, the exclusive representative and the City shall have the right to discuss and agree upon rules, regulations and general orders;
- (8) To determine staffing levels and assignments, including but not limited to the number, composition, and scheduling of full-time, part-time, temporary, seasonal, trainee, or reserve employees , and to decide whether, when, and how such employees shall be utilized. In the Greenbelt Police Department, the determination of staffing shall include Department decisions to determine staffing, including, but not limited to, the use of full and part-time police officers, police officer candidates, cadets, or reserve police, and the number of such staff;
- (9) To suspend, demote, discharge or take disciplinary action against employees with just cause.
- (10) To discharge employees it reasonably believes to be involved in a strike.

(b) The employer shall not enter into or become bound by any collective bargaining agreement pursuant to this labor code that contains terms that infringe upon or limit the rights set forth in this section. The employee relations board in determining a grievance under a collective bargaining agreement shall not have the authority to add to, alter, amend, delete, modify or infringe upon any of the rights set forth in this section.

(Ord. No. 1278, 1-22-07)

Sec. 13-236. Collective bargaining.

- (a) *Bargaining in good faith.* Upon certification of an employee organization by the labor commissioner, the employer and the employee organization shall have the duty, through officials or their designated representatives, to negotiate collectively and in good faith with respect to the subjects of bargaining enumerated in this section and to reduce to writing the matters agreed upon as a result of such negotiations.
- (b) *Employer/employee organization representative.*
- (1) The employer shall appoint the employer's representative or representatives for the purpose of conducting any bargaining with a certified employee organization.
 - (2) The employee organization shall appoint a representative or representatives for the purpose of conducting any bargaining with the employer.
- (c) *Subjects of bargaining.* The employer and employee organization may bargain collectively and reach agreement on the following subjects of bargaining:
- (1) Wages;
 - (2) Terms and conditions of employment as defined in section 13-232 herein;
 - (3) Employee benefit plans;
 - (4) Bonuses and gifts;
 - (5) Jury duty;
 - (6) Duration of the collective bargaining agreement; and
 - (7) Grievance procedure.
- (d) *Scope of bargaining.* The employer shall not enter into, or be bound by, any collective bargaining agreement, amendment thereto or other agreement that covers a subject of bargaining not specifically enumerated in this section, or which alters, amends, deletes, modifies or infringes upon any of the employer rights enumerated in section 13-235.

(Ord. No. 1278, 1-22-07)

Sec. 13-237. Representation.

- (a) *Certification of representative.* Unless there is voluntary recognition, no collective bargaining agreement shall be valid or enforceable unless it is between the employer and an employee organization that is certified by the labor commissioner as the exclusive bargaining representative for employees in the bargaining unit.
- (b) *Majority of employees.* Certification of an employee organization shall only occur if the employee organization has been selected or designated by a majority of employees in the bargaining unit.

- (c) *Procedure.*
- (1) *Certification election.* An employee organization seeking exclusive bargaining representative status for employees in the bargaining unit shall file a petition with the labor commissioner accompanied by evidence that at least thirty (30) percent of the employees in the bargaining unit have designated the employee organization as their exclusive bargaining representative. Within thirty (30) days of filing a petition for certification, the labor commissioner shall conduct a secret ballot election. If the results of the secret ballot election establish that a majority of those bargaining unit employees voting in the election designate the petitioning employee organization as their exclusive bargaining representative, then the labor commissioner shall certify the employee organization as the exclusive bargaining representative and shall authorize the employer to bargain collectively with the employee organization.
- (2) *Voluntary recognition.* If an employee organization demonstrates majority support in an appropriate bargaining unit—through authorization cards or other reliable evidence dated within 30 days of submission—the City Council may voluntarily recognize the employee organization as the exclusive representative without prior review by the Labor Commissioner. Within five (5) business days of recognition, the City Council shall provide written notice to the Labor Commissioner and post notice to employees in the unit. Any timely challenge to the appropriateness of the unit or to majority support shall be filed with the Labor Commissioner within fourteen (14) days of the notice; absent a timely challenge, recognition shall remain in effect. If a challenge is filed, the Labor Commissioner shall promptly resolve the dispute under this Code. In the event the petition filed by an employee organization is accompanied by evidence that within thirty (30) days prior to the filing of the petition more than fifty (50) percent of the employees in the bargaining unit have designated the employee organization as their exclusive representative for purposes of collective bargaining, the labor commissioner ~~may~~ shall give the ~~employer-City Council~~ the option to voluntarily recognize the employee organization without first conducting a certification election. If the ~~employer-City Council~~ declines to voluntarily recognize the employee organization, then the labor commissioner shall conduct a certification election pursuant to this section. Upon voluntary recognition pursuant to this section, the labor commissioner shall certify the employee organization as the exclusive bargaining representative of the employees in the petitioned-for unit and authorize the employer to bargain collectively with the employee organization.
- (3) *Decertification election.* Any employee seeking to terminate the certification of an employee organization as the exclusive bargaining representative of employees in the bargaining unit may file a petition with the labor commissioner accompanied by evidence that at least thirty (30) percent of the employees in the bargaining unit have expressed their desire to remove the employee organization as their exclusive bargaining representative. Within thirty (30) days of the filing of a petition for decertification, the labor commissioner shall conduct a secret ballot election. If the results of the secret ballot election establish that a majority of those employees in the bargaining unit no longer wish to have the employee organization as their exclusive bargaining representative, then the labor commissioner shall decertify the employee organization as the exclusive bargaining representative of the employees in the petitioned-for unit.
- (4) No election under this section may be conducted more frequently than once every twenty-four (24) months.

Sec. 13-238. Unfair labor practices.

(a) *Employer unfair labor practices.* It shall be an unfair labor practice for the employer by and through its officers, agents and representatives to engage in the following conduct:

- (1) Interfere with, restrain or coerce employees in the exercise of their rights guaranteed under this labor code;
- (2) Discriminate in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any employee organization;
- (3) Directly or indirectly cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any lockout;
- (4) Fail or refuse to negotiate in good faith with a certified employee organization;
- (5) Retaliate against an employee because of that employee's exercise of rights guaranteed under this labor code; or
- (6) Control or dominate an employee organization or contribute financial or other support to it.

(b) *Employee organization unfair labor practices.* It shall be an unfair labor practice for an employee organization by and through its officers, agents and representatives to engage in the following conduct:

- (1) Interfere with, restrain or coerce employees in the exercise of their rights guaranteed under this labor code;
- (2) Induce the employer or its representatives to commit any unfair labor practice;
- (3) Directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike;
- (4) Fail or refuse to negotiate in good faith with the employer; or
- (5) Retaliate against an employee because of that employee's exercise of rights guaranteed under this labor code.

(c) *Procedure.*

- (1) *Charge and evidentiary hearing.* In the event that a claim is made that an unfair labor practice has been committed by either the employer or the employee organization, the complaining party shall file with the labor commissioner a verified complaint setting forth a detailed statement of the alleged unfair labor practice no later than thirty (30) days after the date of the alleged unfair labor practice. The party complained of shall have the right to file an answer to the complaint within five (5) days after service thereof. After investigation, the labor commissioner may issue an order dismissing the complaint, order a further investigation, or schedule an evidentiary 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. The labor commissioner may designate a neutral fact finder to conduct the hearing and issue recommended findings of fact and conclusions of law.
- (2) *Determination.* If, at the conclusion of all testimony, or upon consideration of the neutral fact finder's recommended findings of fact and conclusions of law, the labor commissioner determines that an unfair labor practice has been committed, the labor commissioner shall state his/her findings and shall issue and cause to be served upon the party committing the unfair labor practice an order requiring the party to cease and desist from such practice within a specified period and shall take such further affirmative action as will comply with the provisions of this

labor code. If upon all the testimony, the labor commissioner determines that a prohibited practice has not been or is not being committed, he/she shall state a finding of fact and shall issue an order dismissing the complaint.

- (3) *Procedure in the event of a strike or lockout.* Nothing in this labor code shall prohibit or impede the employer or a certified employee organization from using all available lawful means to end a strike or lockout, including the initiation of legal proceedings to enjoin the strike or lockout.
- (4) *Mediation.* Nothing in this section shall prohibit the labor commissioner from personally conducting mediation to resolve unfair labor practice issues.

(Ord. No. 1278, 1-22-07)

Sec. 13-239. No strike/no lockout.

(a) *Purpose.* The services performed by employees are essential to the public well-being. Accordingly, strikes and lockouts are prohibited.

(b) *No lockouts.* The employer shall not, either directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any lockout.

(c) *No strike by employees.* No employee shall, directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct, or engage in any strike. Any such conduct by an employee shall be subject to immediate disciplinary action in accordance with applicable City personnel policies, civil service rules, or other governing disciplinary procedures, except that such disciplinary action shall not be subject to the grievance and arbitration procedures contained in any applicable collective bargaining agreement.

(d) *No strike by employee organization.* No employee organization shall either directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike. If any employee organization violates this provision, its certification as the exclusive representative, if any, shall be revoked and the employee organization shall thereafter be ineligible to participate in procedures under this labor code to become and/or remain the exclusive representative of employees of the employer for a period of not less than three (3) years.

(e) *Other remedies.* The employer, employees and employee organizations shall have the right to pursue legal and equitable remedies in the appropriate courts in the event of a violation of this section.

(Ord. No. 1278, 1-22-07)

Sec. 13-240. Checkoff.

(a) *Dues checkoff.* When an employee organization has been certified as the exclusive representative of the employees in the bargaining unit, it shall be the only employee organization eligible to obtain an agreement from the employer to deduct dues or service fees designated or certified by the appropriate officer of the employee organization from the pay of those employees in the unit who provide written, signed and dated authorization, and to remit said dues to the employee organization without cost. All authorizations shall be

irrevocable for a period of one (1) year and shall be automatically renewable from year to year unless written notice of termination by the employee is received by the employer thirty (30) days prior to the anniversary date of the authorization.

(b) *Indemnification.* The employer shall not have the authority to enter into a collective bargaining agreement that authorizes the deduction of dues from pay unless the agreement contains a provision whereby the employee organization agrees to indemnify the employer for any and all claims arising out of the deduction of dues and/or fees pursuant to this section.

(c) *No compulsory union membership.* No agreement between the employer and an employee organization shall compel any employee to become and remain a member of the employee organization and/or pay dues.

(Ord. No. 1278, 1-22-07)

Sec. 13-241. Permissible union activities.

Solicitation of members and dues, and other internal employee organization business shall be conducted only during the non-duty hours of the employees concerned. Employer-requested or approved consultations and meetings between management officials and representatives of the recognized employee organization shall, whenever practicable, be conducted on official time. Negotiations between the employer and designated members of the employee organization for the purpose of negotiating a collective bargaining agreement shall be conducted during work hours.

(Ord. No. 1278, 1-22-07)

Sec. 13-242. Grievance procedure.

All collective bargaining agreements between the employer and employee organization shall contain a grievance procedure that includes a provision for binding decision by the employee relations board. The employee relations board shall have the right to engage one (1) or more professional neutral persons to serve as a hearing officer, fact finder and to make recommendations concerning the grievance.

(Ord. No. 1278, 1-22-07)

Sec. 13-243. Impasse in collective bargaining.

(a) *Timeline.* Regardless of the date upon which certification is issued to the employee organization, negotiations shall be held only between November 1 and March 1. Any memorandum of understanding reached as a result of such negotiations shall become effective July 1 following such negotiations. Any such memorandum of understanding shall be presented to the city council for its approval by April 15 in order that sufficient time shall exist to implement same at the commencement of the fiscal year on July 1. Notwithstanding the provisions hereinabove, in the calendar year 2010 negotiations shall be extended from ending on March 1 to April 1.

(b) *Impasse procedure.* If after a reasonable period of negotiation over the terms of a memorandum of understanding a dispute exists between the employer and the certified employee organization, or if no

understanding has been reached within a reasonable period of time, but not later than March 1, prior to the final date for setting the municipal budget, it shall be deemed that an impasse has been reached, at which time the matters in dispute shall be presented jointly by the parties in writing to the city council for hearing and resolution.

(c) *Hearing procedure.*

- (1) The city council shall hold a hearing on all disputed issues within thirty (30) days of the presentation of the dispute, and it shall issue its final decision within thirty (30) days of the conclusion of the hearing. The decision of the city council shall be final and binding upon the employer and the employee organization and shall be rendered at least forty (40) days before the beginning of the fiscal year. The decision of the city council shall be in writing and a copy shall be served on the employer and employee organization at the time the city council issues a final decision.
- (2) The city council shall establish the date, time, and place of all hearings, administer oaths, issue subpoenas to compel the attendance of witnesses to appear, and issue subpoenas duces tecum to compel the production of documents and other tangible evidence.
- (3) In reaching its decision, the city council may take into consideration any factors it considers significant to reaching the determination, including, but not limited to, the following factors:
 - a. Wages, benefits and other working conditions of employees in the same or substantially similar classifications employed by municipal agencies of a government similar size and demographics;
 - b. The value of other benefits available to or received by City employees;
 - c. Cost-of-living information; or
 - d. The availability of funds.

(d) *Mediation.* Nothing herein contained shall be construed as prohibiting the city council from mediating the dispute at any time prior to the issuance of its final and binding decision.

(Ord. No. 1278, 1-22-07; Ord. No. 1305, 2-22-10)

Secs. 13-244--13-260. Reserved.

[4901-1687-9283, v. 1](#)

[4901-1687-9283, v. 1](#)

ARTICLE VIII. LABOR CODE

Sec. 13-231. Legislative findings and purpose.

(a) *Title of article.* This article shall herein be referred to as the labor code of the City of Greenbelt, Maryland, or labor code.

(b) *Legislative findings.* It is the public policy of the council of Greenbelt and the purpose of this labor code to promote a fair, harmonious, peaceful and cooperative relationship between the management of the city and those employees of the City of Greenbelt who are covered by this labor code and to protect the public by assuring the responsive, orderly, efficient and continuous operation of the department.

(c) *Purpose.* Pursuant to the authority set forth in the Charter of the City of Greenbelt, which authorizes the council to enact by ordinance or amendment a system of rules and regulations to govern the process, the council enacts this article for the following purposes:

- (1) To provide procedures for police officers and certain other full time and regular part-time non-exempt, non-managerial, non-confidential City employees to participate in the formulation and implementation of policies establishing or affecting their conditions of employment;
- (2) To recognize the right of said employees to organize for the purpose of collective bargaining;
- (3) To provide a means by which said employees may select a collective bargaining representative;
- (4) To require the City of Greenbelt to meet and confer with the collective bargaining representative of said employees and to negotiate and enter into written agreements on certain matters of wages, hours and other terms and conditions of employment; and
- (5) To establish a method of dispute resolution.

(Ord. No. 1278, 1-22-07)

Sec. 13-232. Definitions

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

(a) “Bargaining Unit” means one of the following three units of eligible City employees, each of which is hereby legislatively established as an appropriate unit for collective bargaining:

(1) Police Bargaining Unit

A bargaining unit for the Greenbelt Police Department consisting of all non-managerial sworn police officers employed by the City of Greenbelt and assigned to the Greenbelt Police Department, excluding managerial employees, confidential employees, civilian employees, and all other employees not serving as sworn officers.

(2) Department of Public Works Bargaining Unit

A bargaining unit for the Department of Public Works consisting of all full-time and regular part-time non-exempt, non-managerial, non-confidential employees employed by the City of Greenbelt and assigned to

the Department of Public Works, excluding managerial employees, confidential employees, and any employees assigned to other departments.

(3) General Non-Manual Employee (Residual) Bargaining Unit

A bargaining unit consisting of all other eligible full-time and regular part-time non-exempt, non-managerial and non-confidential employees of the City of Greenbelt who are not included in the Police Bargaining Unit or the Department of Public Works Bargaining Unit, excluding managerial employees, confidential employees, sworn police officers, and employees of the Department of Public Works.

Except as otherwise provided herein, no additional bargaining units shall be established. The three bargaining units defined above constitute the exclusive and complete set of bargaining units authorized for collective bargaining within the City of Greenbelt.

(b) Confidential employee. Any employee who assists in a confidential capacity, or who has regular access to or participates in the development, evaluation, or implementation of management policies in the field of personnel or labor relations.

An employee shall be considered a confidential employee where the duties of the position include, but are not limited to:

(1) access to or involvement in the development of labor relations strategy or collective bargaining positions;

(2) participation in or support of personnel decisions, including discipline, hiring, termination, or grievance handling; or

(3) regular access to confidential management information relating to labor or employment matters.

(4) regular access to confidential financial information and/or information relating to policy decisions by the City Manager or Director of Finance. For purposes of this definition, employees who are physically located in the office suite of the City Manager or the City Finance Director shall be considered to be confidential employees.

(c) Employee. For the purpose of this Article VIII, Labor Code the definition of employee includes only the following:

i) all non-managerial sworn police officers employed by the City of Greenbelt and assigned to the Greenbelt Police Department and those employees who have completed the initial entrance training for certification as a police officer;

ii) all full-time and regular part-time non-exempt, non-managerial, non-confidential personnel employed by the City of Greenbelt.

(d) Employee organization. Any lawful organization that admits employees, as defined in this Code, to membership and whose primary purpose is to represent such employees with respect to wages, benefits, and other terms and conditions of employment. For purposes of the Greenbelt Police Department, an employee organization means any lawful organization that admits sworn police officers to membership, the primary purpose of which is to represent sworn police officers concerning wages, terms and conditions of employment. In all cases an "employee organization" does not include any organization that discriminates on the basis of race, color, sex, creed, national origin, or any other protected characteristic with respect to membership, retention, or participation in training, apprenticeship, or employment programs.

(e) *Employee relations board.* The employee relations board (ERB) constituted pursuant to the Charter of the City of Greenbelt.

(f) *Employer.* The City of Greenbelt.

(g) *Grievance.* A dispute concerning the application or interpretation of the terms of a collective bargaining agreement between an employee organization and the employer.

(h) *Managerial employee.* An employee of the City of Greenbelt who has the authority to exercise independent judgment, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, discipline, direct, or adjust the grievances of other employees, or who effectively recommends such actions, provided that the exercise of such authority requires the use of independent judgment and is not merely routine or clerical in nature. The term “managerial employee” includes supervisors as defined in this Code and excludes confidential employees. In the Greenbelt Police Department managerial employees are those employees who are sworn police officers of the rank of lieutenant or higher.

(i) *Non-managerial sworn police officer.* Any sworn police officer of the City of Greenbelt assigned to the Greenbelt Police Department who is not a managerial or confidential employee as defined herein. For purposes of this definition, the term shall also include any police officer trainee who has completed the initial entrance level training for certification as a police officer.

(j) *Regular part-time employee.* A part-time employee of the City of Greenbelt who is non-exempt, non-managerial and non-confidential and who works at least 500 hours in each calendar year of employment.

(k) *Strike.* 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, whether by concerted or individual action.

(l) *Terms and conditions of employment.* All wages, benefits and other matters relating to the employment of employees in the bargaining unit, including, but not limited to, holidays, pensions, medical benefits and coverage, sick leave, paid and unpaid leave, military leave, overtime, equipment, training, discipline, and seniority, not expressly excluded by section 13-235.

(Ord. No. 1278, 1-22-07)

Sec. 13-233. Labor commissioner.

(a) There shall be a labor commissioner who shall exercise the authority and perform the functions assigned pursuant to this labor code.

(b) The labor commissioner shall be appointed for specific matters as they arise under this code for which such labor commissioner is needed from a list of individuals supplied by the American Arbitration Association in response to a joint letter from the City and the exclusive representative. The list shall be comprised of individuals with prior work experience at the National Labor Relations Board who reside in

Maryland, the District of Columbia or Virginia. The City and the exclusive representative shall confer within ten (10) days of receipt of the list; if they are unable to agree on an individual, they shall alternately strike names from the list until one person remains, and that person shall serve as labor commissioner for the specific matter. The costs of the labor commissioner shall be paid by the City.

(c) The labor commissioner appointed for a specific matter shall have the following authority with respect to that matter:

- (1) Administration.
 - a. The labor commissioner shall be charged with the interpretation of the labor code and shall be further authorized to make any rules and regulations as may be necessary or proper to effectuate the purposes and intent of the labor code.
 - b. The labor commissioner may appoint a representative or representatives to perform investigative, administrative, ministerial, procedural or other tasks associated with the duties assigned pursuant to this section.
 - c. In addition to those duties specifically enumerated herein, the labor commissioner shall also have the authority to perform other duties as may be deemed necessary to effectuate the purposes and intent of this labor code.
- (2) Representation.
 - a. To grant and revoke certification of any employee organization as the exclusive bargaining representative of employees in the bargaining unit;
 - b. To supervise the conduct of representation elections; and
 - c. To determine the appropriateness of the employee organizations.
- (3) Unfair labor practices. Investigation and adjudication of unfair labor practice charges and determination of remedies for unfair labor practices in accordance with the procedures and intent of this labor code.

(d) Decisions of the labor commissioner shall be in writing. Any party aggrieved by a decision of the labor commissioner may file an appeal to the city council within thirty (30) days of the issuance of the labor commissioner's decision. The decision of the city council shall be final, subject only to judicial review. In the event that there shall be a tie vote, then the decision of the labor commissioner shall be upheld.

(Ord. No. 1278, 1-22-07)

Sec. 13-234. Employee rights.

(a) Employees shall have the right of self-organization; to form, join, or assist employee organizations; and to bargain collectively through representatives of their own choosing on terms and conditions of employment. Employees shall also have the right to refrain from any or all such activities.

(b) Employees shall be free from retaliation for the exercise of any rights set forth herein, or for participating in any proceeding established pursuant to this labor code.

(c) Nothing in this labor code shall prohibit an employee from presenting, discussing or resolving any grievance directly with the employer and without the intervention of the employee organization that represents the bargaining unit, provided that any adjustment of the grievance made shall not be inconsistent with the terms of any applicable collective bargaining agreement.

Sec. 13-235. Employer rights.

- (a) The employer shall have the following rights:
- (1) To determine the budget of the City of Greenbelt including all financial obligations and expenditures, and to exercise its taxing authority;
 - (2) To determine the ways and means to allocate funds to its various departments and projects;
 - (3) To establish methods and procedures for fulfilling its mission;
 - (4) To determine how and when to deploy its personnel;
 - (5) To establish, suspend, relocate or discontinue operations, facilities, stations, , services and to reduce personnel;
 - (6) To determine the way personnel will be used to effectuate the City's mission;
 - (7) To adopt reasonable rules, regulations and general orders pertaining to the department's purpose, operation, techniques, efficiency and management which are not inconsistent with the terms of the collective bargaining agreement, provided that during negotiations for a collective bargaining agreement, the exclusive representative and the City shall have the right to discuss and agree upon rules, regulations and general orders;
 - (8) To determine staffing levels and assignments, including but not limited to the number, composition, and scheduling of full-time, part-time, temporary, seasonal, trainee, or reserve employees , and to decide whether, when, and how such employees shall be utilized. In the Greenbelt Police Department, the determination of staffing shall include Department decisions to determine staffing, including, but not limited to, the use of full and part-time police officers, police officer candidates, cadets, or reserve police, and the number of such staff;
 - (9) To suspend, demote, discharge or take disciplinary action against employees with just cause.
 - (10) To discharge employees it reasonably believes to be involved in a strike.

(b) The employer shall not enter into or become bound by any collective bargaining agreement pursuant to this labor code that contains terms that infringe upon or limit the rights set forth in this section. The employee relations board in determining a grievance under a collective bargaining agreement shall not have the authority to add to, alter, amend, delete, modify or infringe upon any of the rights set forth in this section.

(Ord. No. 1278, 1-22-07)

Sec. 13-236. Collective bargaining.

(a) *Bargaining in good faith.* Upon certification of an employee organization by the labor commissioner, the employer and the employee organization shall have the duty, through officials or their designated representatives, to negotiate collectively and in good faith with respect to the subjects of bargaining enumerated in this section and to reduce to writing the matters agreed upon as a result of such negotiations.

(b) *Employer/employee organization representative.*

- (1) The employer shall appoint the employer's representative or representatives for the purpose of conducting any bargaining with a certified employee organization.
- (2) The employee organization shall appoint a representative or representatives for the purpose of conducting any bargaining with the employer.

(c) *Subjects of bargaining.* The employer and employee organization may bargain collectively and reach agreement on the following subjects of bargaining:

- (1) Wages;
- (2) Terms and conditions of employment as defined in section 13-232 herein;
- (3) Employee benefit plans;
- (4) Bonuses and gifts;
- (5) Jury duty;
- (6) Duration of the collective bargaining agreement; and
- (7) Grievance procedure.

(d) *Scope of bargaining.* The employer shall not enter into, or be bound by, any collective bargaining agreement, amendment thereto or other agreement that covers a subject of bargaining not specifically enumerated in this section, or which alters, amends, deletes, modifies or infringes upon any of the employer rights enumerated in section 13-235.

(Ord. No. 1278, 1-22-07)

Sec. 13-237. Representation.

(a) *Certification of representative.* Unless there is voluntary recognition, no collective bargaining agreement shall be valid or enforceable unless it is between the employer and an employee organization that is certified by the labor commissioner as the exclusive bargaining representative for employees in the bargaining unit.

(b) *Majority of employees.* Certification of an employee organization shall only occur if the employee organization has been selected or designated by a majority of employees in the bargaining unit.

(c) *Procedure.*

- (1) *Certification election.* An employee organization seeking exclusive bargaining representative status for employees in the bargaining unit shall file a petition with the labor commissioner accompanied by evidence that at least thirty (30) percent of the employees in the bargaining unit have designated the employee organization as their exclusive bargaining representative. Within thirty (30) days of filing a petition for certification, the labor commissioner shall conduct a secret ballot election. If the results of the secret ballot election establish that a majority of those

bargaining unit employees voting in the election designate the petitioning employee organization as their exclusive bargaining representative, then the labor commissioner shall certify the employee organization as the exclusive bargaining representative and shall authorize the employer to bargain collectively with the employee organization.

- (2) *Voluntary recognition.* If an employee organization demonstrates majority support in an appropriate bargaining unit—through authorization cards or other reliable evidence dated within 30 days of submission—the City Council may voluntarily recognize the employee organization as the exclusive representative without prior review by the Labor Commissioner. Within five (5) business days of recognition, the City Council shall provide written notice to the Labor Commissioner and post notice to employees in the unit. Any timely challenge to the appropriateness of the unit or to majority support shall be filed with the Labor Commissioner within fourteen (14) days of the notice; absent a timely challenge, recognition shall remain in effect. If a challenge is filed, the Labor Commissioner shall promptly resolve the dispute under this Code. In the event the petition filed by an employee organization is accompanied by evidence that within thirty (30) days prior to the filing of the petition more than fifty (50) percent of the employees in the bargaining unit have designated the employee organization as their exclusive representative for purposes of collective bargaining, the labor commissioner shall give the City Council the option to voluntarily recognize the employee organization without first conducting a certification election. If the City Council declines to voluntarily recognize the employee organization, then the labor commissioner shall conduct a certification election pursuant to this section. Upon voluntary recognition pursuant to this section, the labor commissioner shall certify the employee organization as the exclusive bargaining representative of the employees in the petitioned-for unit and authorize the employer to bargain collectively with the employee organization.
- (3) *Decertification election.* Any employee seeking to terminate the certification of an employee organization as the exclusive bargaining representative of employees in the bargaining unit may file a petition with the labor commissioner accompanied by evidence that at least thirty (30) percent of the employees in the bargaining unit have expressed their desire to remove the employee organization as their exclusive bargaining representative. Within thirty (30) days of the filing of a petition for decertification, the labor commissioner shall conduct a secret ballot election. If the results of the secret ballot election establish that a majority of those employees in the bargaining unit no longer wish to have the employee organization as their exclusive bargaining representative, then the labor commissioner shall decertify the employee organization as the exclusive bargaining representative of the employees in the petitioned-for unit.
- (4) No election under this section may be conducted more frequently than once every twenty-four (24) months.

Sec. 13-238. Unfair labor practices.

- (a) *Employer unfair labor practices.* It shall be an unfair labor practice for the employer by and through its officers, agents and representatives to engage in the following conduct:
 - (1) Interfere with, restrain or coerce employees in the exercise of their rights guaranteed under this labor code;

- (2) Discriminate in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any employee organization;
- (3) Directly or indirectly cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any lockout;
- (4) Fail or refuse to negotiate in good faith with a certified employee organization;
- (5) Retaliate against an employee because of that employee's exercise of rights guaranteed under this labor code; or
- (6) Control or dominate an employee organization or contribute financial or other support to it.

(b) *Employee organization unfair labor practices.* It shall be an unfair labor practice for an employee organization by and through its officers, agents and representatives to engage in the following conduct:

- (1) Interfere with, restrain or coerce employees in the exercise of their rights guaranteed under this labor code;
- (2) Induce the employer or its representatives to commit any unfair labor practice;
- (3) Directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike;
- (4) Fail or refuse to negotiate in good faith with the employer; or
- (5) Retaliate against an employee because of that employee's exercise of rights guaranteed under this labor code.

(c) *Procedure.*

- (1) *Charge and evidentiary hearing.* In the event that a claim is made that an unfair labor practice has been committed by either the employer or the employee organization, the complaining party shall file with the labor commissioner a verified complaint setting forth a detailed statement of the alleged unfair labor practice no later than thirty (30) days after the date of the alleged unfair labor practice. The party complained of shall have the right to file an answer to the complaint within five (5) days after service thereof. After investigation, the labor commissioner may issue an order dismissing the complaint, order a further investigation, or schedule an evidentiary 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. The labor commissioner may designate a neutral fact finder to conduct the hearing and issue recommended findings of fact and conclusions of law.
- (2) *Determination.* If, at the conclusion of all testimony, or upon consideration of the neutral fact finder's recommended findings of fact and conclusions of law, the labor commissioner determines that an unfair labor practice has been committed, the labor commissioner shall state his/her findings and shall issue and cause to be served upon the party committing the unfair labor practice an order requiring the party to cease and desist from such practice within a specified period and shall take such further affirmative action as will comply with the provisions of this labor code. If upon all the testimony, the labor commissioner determines that a prohibited practice has not been or is not being committed, he/she shall state a finding of fact and shall issue an order dismissing the complaint.
- (3) *Procedure in the event of a strike or lockout.* Nothing in this labor code shall prohibit or impede the employer or a certified employee organization from using all available lawful means to end a strike or lockout, including the initiation of legal proceedings to enjoin the strike or lockout.

- (4) *Mediation.* Nothing in this section shall prohibit the labor commissioner from personally conducting mediation to resolve unfair labor practice issues.

(Ord. No. 1278, 1-22-07)

Sec. 13-239. No strike/no lockout.

(a) *Purpose.* The services performed by employees are essential to the public well-being. Accordingly, strikes and lockouts are prohibited.

(b) *No lockouts.* The employer shall not, either directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any lockout.

(c) *No strike by employees.* No employee shall, directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct, or engage in any strike. Any such conduct by an employee shall be subject to immediate disciplinary action in accordance with applicable City personnel policies, civil service rules, or other governing disciplinary procedures, except that such disciplinary action shall not be subject to the grievance and arbitration procedures contained in any applicable collective bargaining agreement.

(d) *No strike by employee organization.* No employee organization shall either directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike. If any employee organization violates this provision, its certification as the exclusive representative, if any, shall be revoked and the employee organization shall thereafter be ineligible to participate in procedures under this labor code to become and/or remain the exclusive representative of employees of the employer for a period of not less than three (3) years.

(e) *Other remedies.* The employer, employees and employee organizations shall have the right to pursue legal and equitable remedies in the appropriate courts in the event of a violation of this section.

(Ord. No. 1278, 1-22-07)

Sec. 13-240. Checkoff.

(a) *Dues checkoff.* When an employee organization has been certified as the exclusive representative of the employees in the bargaining unit, it shall be the only employee organization eligible to obtain an agreement from the employer to deduct dues or service fees designated or certified by the appropriate officer of the employee organization from the pay of those employees in the unit who provide written, signed and dated authorization, and to remit said dues to the employee organization without cost. All authorizations shall be irrevocable for a period of one (1) year and shall be automatically renewable from year to year unless written notice of termination by the employee is received by the employer thirty (30) days prior to the anniversary date of the authorization.

(b) *Indemnification.* The employer shall not have the authority to enter into a collective bargaining agreement that authorizes the deduction of dues from pay unless the agreement contains a provision whereby

the employee organization agrees to indemnify the employer for any and all claims arising out of the deduction of dues and/or fees pursuant to this section.

(c) *No compulsory union membership.* No agreement between the employer and an employee organization shall compel any employee to become and remain a member of the employee organization and/or pay dues.

(Ord. No. 1278, 1-22-07)

Sec. 13-241. Permissible union activities.

Solicitation of members and dues, and other internal employee organization business shall be conducted only during the non-duty hours of the employees concerned. Employer-requested or approved consultations and meetings between management officials and representatives of the recognized employee organization shall, whenever practicable, be conducted on official time. Negotiations between the employer and designated members of the employee organization for the purpose of negotiating a collective bargaining agreement shall be conducted during work hours.

(Ord. No. 1278, 1-22-07)

Sec. 13-242. Grievance procedure.

All collective bargaining agreements between the employer and employee organization shall contain a grievance procedure that includes a provision for binding decision by the employee relations board. The employee relations board shall have the right to engage one (1) or more professional neutral persons to serve as a hearing officer, fact finder and to make recommendations concerning the grievance.

(Ord. No. 1278, 1-22-07)

Sec. 13-243. Impasse in collective bargaining.

(a) *Timeline.* Regardless of the date upon which certification is issued to the employee organization, negotiations shall be held only between November 1 and March 1. Any memorandum of understanding reached as a result of such negotiations shall become effective July 1 following such negotiations. Any such memorandum of understanding shall be presented to the city council for its approval by April 15 in order that sufficient time shall exist to implement same at the commencement of the fiscal year on July 1.

Notwithstanding the provisions hereinabove, in the calendar year 2010 negotiations shall be extended from ending on March 1 to April 1.

(b) *Impasse procedure.* If after a reasonable period of negotiation over the terms of a memorandum of understanding a dispute exists between the employer and the certified employee organization, or if no understanding has been reached within a reasonable period of time, but not later than March 1, prior to the final date for setting the municipal budget, it shall be deemed that an impasse has been reached, at which time the matters in dispute shall be presented jointly by the parties in writing to the city council for hearing and resolution.

(c) *Hearing procedure.*

- (1) The city council shall hold a hearing on all disputed issues within thirty (30) days of the presentation of the dispute, and it shall issue its final decision within thirty (30) days of the conclusion of the hearing. The decision of the city council shall be final and binding upon the employer and the employee organization and shall be rendered at least forty (40) days before the beginning of the fiscal year. The decision of the city council shall be in writing and a copy shall be served on the employer and employee organization at the time the city council issues a final decision.
- (2) The city council shall establish the date, time, and place of all hearings, administer oaths, issue subpoenas to compel the attendance of witnesses to appear, and issue subpoenas duces tecum to compel the production of documents and other tangible evidence.
- (3) In reaching its decision, the city council may take into consideration any factors it considers significant to reaching the determination, including, but not limited to, the following factors:
 - a. Wages, benefits and other working conditions of employees in the same or substantially similar classifications employed by municipal agencies of a government similar size and demographics;
 - b. The value of other benefits available to or received by City employees;
 - c. Cost-of-living information; or
 - d. The availability of funds.

(d) *Mediation.* Nothing herein contained shall be construed as prohibiting the city council from mediating the dispute at any time prior to the issuance of its final and binding decision.

(Ord. No. 1278, 1-22-07; Ord. No. 1305, 2-22-10)

Secs. 13-244--13-260. Reserved.

4935-8995-9603, v. 1

4935-8995-9603, v. 1

ARTICLE VIII. LABOR CODE

Sec. 13-231. Legislative findings and purpose.

(a) *Title of article.* This article shall herein be referred to as the labor code of the City of Greenbelt, Maryland, or labor code.

(b) *Legislative findings.* It is the public policy of the council of Greenbelt and the purpose of this labor code to promote a fair, harmonious, peaceful and cooperative relationship between the management of the city and those employees of the Greenbelt Police Department who are covered by this labor code and to protect the public by assuring the responsive, orderly, efficient and continuous operation of the department.

(c) *Purpose.* Pursuant to the authority set forth in the Charter of the City of Greenbelt, which authorizes the council to enact by ordinance or amendment a system of rules and regulations to govern the process, the council enacts this article for the following purposes:

- (1) To provide procedures for nonmanagerial, sworn police officers to participate in the formulation and implementation of policies establishing or affecting their conditions of employment; To provide procedures for police officers and certain other full time and regular part-time non-exempt, non-managerial, non-confidential City employees to participate in the formulation and implementation of policies establishing or affecting their conditions of employment
 - (2) To recognize the right of said employees to organize for the purpose of collective bargaining;
 - (3) To provide a means by which said employees may select a collective bargaining representative;
 - (4) To require the City of Greenbelt to meet and confer with the collective bargaining representative of said employees and to negotiate and enter into written agreements on certain matters of wages, hours and other terms and conditions of employment; and
 - (5) To establish a method of dispute resolution.
- (Ord. No. 1278, 1-22-07)

Sec. 13-232. Definitions

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

(a) "Bargaining Unit" means one of the following three units of eligible City employees, each of which is hereby legislatively established as an appropriate unit for collective bargaining:

(1) Police Bargaining Unit

A bargaining unit for the Greenbelt Police Department consisting of all non-managerial sworn police officers employed by the City of Greenbelt and assigned to the Greenbelt Police Department, excluding managerial employees, confidential employees, civilian employees, and all other employees not serving as sworn officers.

(2) Department of Public Works Bargaining Unit

A bargaining unit for the Department of Public Works consisting of all full-time and regular part-time non-exempt, non-managerial, non-confidential employees employed by the City of Greenbelt and assigned to the Department of Public Works, excluding managerial employees, confidential employees, and any employees assigned to other departments.

(3) General Non-Managerial Employee (Residual) Bargaining Unit

A bargaining unit consisting of all other eligible full-time and regular part-time non-exempt, non-managerial and non-confidential employees of the City of Greenbelt who are not included in the Police Bargaining Unit or the Department of Public Works Bargaining Unit, excluding managerial employees, confidential employees, sworn police officers, and employees of the Department of Public Works., and employees employed in the offices of the City Manager and Director of Finance.

An employee shall be considered a confidential employee where the duties of the position include, but are not limited to:

(1) access to or involvement in the development of labor relations strategy or collective bargaining positions;

(2) participation in or support of personnel decisions, including discipline, hiring, termination, or grievance handling; ~~or~~

(3) regular access to confidential management information relating to labor or employment matters, or;

(4) or participates in or has access to information and internal meetings conducted by the City Manager or the City Director of Finance to discuss proposed operational financial or personnel decisions or implementation of the same.

The City Manager, in consultation with the Human Resources Department, may designate positions as confidential employees where the duties and responsibilities of the position meet the criteria set forth in this subsection. Any such designation shall be based on the functions of the position and not solely on job title, department, or organizational placement, and shall be reviewed periodically to ensure continued alignment with this definition. (b) Confidential employee. Any employee who assists in a confidential capacity, persons who formulate, determine and effectuate management policies in the field of personnel and labor relations.

(c) Employee. For the purpose of this Article VIII, Labor Code the definition of employee includes only the following:

i) all non-managerial sworn police officers employed by the City of Greenbelt and assigned to the Greenbelt Police Department and those employees who have completed the initial entrance training for certification as a police officer;

ii) all full-time and regular part-time non-exempt, non-managerial, non-confidential personnel employed by the City of Greenbelt.

(d) Employee organization. Any lawful organization that admits employees, as defined in this Code, to membership and whose primary purpose is to represent such employees with respect to wages, benefits, and other terms and conditions of employment. For purposes of the Greenbelt Police Department, an employee organization means any lawful organization that admits sworn police officers to membership, the primary purpose of which is to represent sworn police officers concerning wages, terms and conditions of employment. In all cases an "employee organization" does not include any organization that discriminates on the basis of race, color, sex, creed, national origin, or any other protected characteristic with respect to membership, retention, or participation in training, apprenticeship, or employment programs.

(e) Employee relations board. The employee relations board (ERB) constituted pursuant to the Charter of the City of Greenbelt.

(f) Employer. The City of Greenbelt.

(g) *Grievance.* A dispute concerning the application or interpretation of the terms of a collective bargaining agreement between an employee organization and the employer.

(h) *Managerial employee.* An employee of the City of Greenbelt who has the authority to exercise independent judgment, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, discipline, direct, or adjust the grievances of other employees, or who effectively recommends such actions, provided that the exercise of such authority requires the use of independent judgment and is not merely routine or clerical in nature. The term "managerial employee" includes supervisors as defined in this Code and excludes confidential employees. In the Greenbelt Police Department managerial employees are those employees who are sworn police officers of the rank of lieutenant or higher.

(i) *Non-managerial sworn police officer.* Any sworn police officer of the City of Greenbelt assigned to the Greenbelt Police Department who is not a managerial or confidential employee as defined herein. For purposes of this definition, the term shall also include any police officer trainee who has completed the initial entrance level training for certification as a police officer.

(j) *Regular part-time employee.* A part-time employee of the City of Greenbelt who is non-exempt, non-managerial and non-confidential and who works at least 500 hours in each calendar year of employment.

(k) *Strike.* 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, whether by concerted or individual action.

(l) *Terms and conditions of employment.* All wages, benefits and other matters relating to the employment of employees in the bargaining unit, including, but not limited to, holidays, pensions, medical benefits and coverage, sick leave, paid and unpaid leave, military leave, overtime, equipment, training, discipline, and seniority, not expressly excluded by section 13-235.

Bargaining unit. All nonmanagerial sworn police officers of the City of Greenbelt assigned to the Greenbelt Police Department, excluding managerial employees, confidential employees and other employees.

Confidential employee. Any employee who assists in a confidential capacity, persons who formulate, determine and effectuate management policies in the field of personnel and labor relations.

Employee. A person employed by the City of Greenbelt Police Department who is classified as a police officer, who has completed the initial entrance training for certification as a police officer, and who is a nonmanagerial employee and not a confidential employee. This definition and this labor code shall in no way serve to modify any personnel policy of the City of Greenbelt relative to probationary period or the Law Enforcement Officers' Bill of Rights.

Employee organization. Any lawful organization that admits sworn police officers to membership, the primary purpose of which is to represent sworn police officers concerning wages, terms and conditions of employment, provided that the term "employee organization" shall not be defined to include any organization that discriminates on the basis of race, color, sex, creed or national origin, with regard to the acquisition or retention of membership or in accepting or advancing members in any training, apprenticeship or employment program.

Employee relations board. The employee relations board (ERB) constituted pursuant to the Charter of the City of Greenbelt.

Employer. The City of Greenbelt, including the Greenbelt Police Department.

~~*Grievance.* A dispute concerning the application or interpretation of the terms of a collective bargaining agreement between an employee organization and the employer.~~

~~*Managerial employee.* An employee of the City of Greenbelt assigned to the Greenbelt Police Department who has the authority to exercise independent judgment in the interest of the employer to hire, transfer, suspend, layoff, recall, promote or discharge other employees; who has the responsibility to direct them or adjust their grievances, or effectively to recommend such action; if, in connection with the foregoing, the exercise of such authority is not of a routine or clerical nature but requires the use of independent judgment, including, but not limited to, those employees who are sworn police officers of the rank of lieutenant or higher, but not including those employees who are sworn police officers of the rank of sergeant or lower, unless the employee is deemed to be a confidential employee.~~

~~*Nonmanagerial sworn police officer.* Any sworn police officer of the City of Greenbelt assigned to the Greenbelt Police Department who is not a managerial or confidential employee as defined herein. For purposes of this definition, the term shall also include any police officer trainee who has completed the initial entrance level training for certification as a police officer.~~

~~*Strike.* 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, whether by concerted or individual action.~~

~~*Terms and conditions of employment.* All wages, benefits and other matters relating to the employment of employees in the bargaining unit, including, but not limited to, holidays, pensions, medical benefits and coverage, sick leave, paid and unpaid leave, military leave, overtime, equipment, training, discipline, and seniority, not expressly excluded by section 13-235.
(Ord. No. 1278, 1-22-07)~~

Sec. 13-233. Labor commissioner.

(a) There shall be a labor commissioner who shall exercise the authority and perform the functions assigned pursuant to this labor code.

(b) The labor commissioner shall be appointed for specific matters as they arise under this code for which such labor commissioner is needed from a list of individuals supplied by the American Arbitration Association in response to a joint letter from the city and the exclusive representative. The list shall be comprised of individuals with prior work experience at the National Labor Relations Board who reside in Maryland, the District of Columbia or Virginia. The city and the exclusive representative shall confer within ten (10) days of receipt of the list; if they are unable to agree on an individual, they shall alternately strike names from the list until one person remains, and that person shall serve as labor commissioner for the specific matter. The costs of the labor commissioner shall be paid by the city.

(c) The labor commissioner appointed for a specific matter shall have the following authority with respect to that matter:

(1) Administration.

- a. The labor commissioner shall be charged with the interpretation of the labor code and shall be further authorized to make any rules and regulations as may be necessary or proper to effectuate the purposes and intent of the labor code.
- b. The labor commissioner may appoint a representative or representatives to perform investigative, administrative, ministerial, procedural or other tasks associated with the duties assigned pursuant to this section.

- c. In addition to those duties specifically enumerated herein, the labor commissioner shall also have the authority to perform other duties as may be deemed necessary to effectuate the purposes and intent of this labor code.
- (2) Representation.
 - a. To grant and revoke certification of any employee organization as the exclusive bargaining representative of employees in the bargaining unit;
 - b. To supervise the conduct of representation elections; and
 - c. To determine the appropriateness of the employee organizations.
- (3) Unfair labor practices. Investigation and adjudication of unfair labor practice charges and determination of remedies for unfair labor practices in accordance with the procedures and intent of this labor code.

(d) Decisions of the labor commissioner shall be in writing. Any party aggrieved by a decision of the labor commissioner may file an appeal to the city council within thirty (30) days of the issuance of the labor commissioner's decision. The decision of the city council shall be final, subject only to judicial review. In the event that there shall be a tie vote, then the decision of the labor commissioner shall be upheld.

(Ord. No. 1278, 1-22-07)

Sec. 13-234. Employee rights.

(a) Employees shall have the right of self-organization; to form, join, or assist employee organizations; and to bargain collectively through representatives of their own choosing on terms and conditions of employment. Employees shall also have the right to refrain from any or all such activities.

(b) Employees shall be free from retaliation for the exercise of any rights set forth herein, or for participating in any proceeding established pursuant to this labor code.

(c) Nothing in this labor code shall prohibit an employee from presenting, discussing or resolving any grievance directly with the employer and without the intervention of the employee organization that represents the bargaining unit, provided that any adjustment of the grievance made shall not be inconsistent with the terms of any applicable collective bargaining agreement.

Sec. 13-235. Employer rights.

(a) The employer shall have the following rights:

- (1) To determine the budget of the City of Greenbelt including all financial obligations and expenditures, and to exercise its taxing authority;
- (2) To determine the ways and means to allocate funds to its various departments and projects;
- (3) To establish methods and procedures for fulfilling its mission;
- (4) To determine how and when to deploy its personnel;
- (5) To establish, suspend, relocate or discontinue operations, facilities, stations, , services and to reduce personnel;
- (6) To determine the way personnel will be used to effectuate the City's mission;
- (7) To adopt reasonable rules, regulations and general orders pertaining to the department's purpose, operation, techniques, efficiency and management which are not inconsistent with the terms of the collective bargaining agreement, provided that during negotiations for a collective bargaining agreement, the exclusive representative and the City shall have the right to discuss and agree upon rules, regulations and general orders;

- (8) To determine staffing levels and assignments, including but not limited to the number, composition, and scheduling of full-time, part-time, temporary, seasonal, trainee, or reserve employees , and to decide whether, when, and how such employees shall be utilized. In the Greenbelt Police Department, the determination of staffing shall include Department decisions to determine staffing, including, but not limited to, the use of full and part-time police officers, police officer candidates, cadets, or reserve police, and the number of such staff;
- (9) To suspend, demote, discharge or take disciplinary action against employees with just cause.
- (10) To discharge employees it reasonably believes to be involved in a strike.

(b) The employer shall not enter into or become bound by any collective bargaining agreement pursuant to this labor code that contains terms that infringe upon or limit the rights set forth in this section. The employee relations board in determining a grievance under a collective bargaining agreement shall not have the authority to add to, alter, amend, delete, modify or infringe upon any of the rights set forth in this section.

(Ord. No. 1278, 1-22-07)

~~(a) The employer shall have the following rights:~~

- ~~(1) To determine the budget of the City of Greenbelt and the Greenbelt Police Department, including all financial obligations and expenditures, and to exercise its taxing authority;~~
- ~~(2) To determine the ways and means to allocate funds to its various departments and projects;~~
- ~~(3) To establish methods and procedures for fulfilling its mission;~~
- ~~(4) To determine how and when to deploy its personnel;~~
- ~~(5) To establish, suspend, relocate or discontinue operations, facilities, stations, operations, services and to reduce personnel;~~
- ~~(6) To determine the way personnel will be used to effectuate the mission to ensure the public safety;~~
- ~~(7) To adopt reasonable rules, regulations and general orders pertaining to the department's purpose, operation, techniques, efficiency and management which are not inconsistent with the terms of the collective bargaining agreement, provided that during negotiations for a collective bargaining agreement, the exclusive representative and the city shall have the right to discuss and agree upon rules, regulations and general orders;~~
- ~~(8) To determine staffing, including, but not limited to, the use of full and part-time police officers, police officer candidates, cadets, or reserve police, and the number of such staff;~~
- ~~(9) To suspend, demote, discharge or take disciplinary action against employees with just cause and subject to the provisions of the Law Enforcement Officers' Bill of Rights or any amendment or successor thereto; and~~
- ~~(10) To discharge employees it reasonably believes to be involved in a strike, consistent with the provisions of the Law Enforcement Officers' Bill of Rights or any amendment or successor thereto.~~

~~(b) The employer shall not enter into or become bound by any collective bargaining agreement pursuant to this labor code that contains terms that infringe upon or limit the rights set forth in this section. The employee relations board in determining a grievance under a collective bargaining agreement shall not have the~~

~~authority to add to, alter, amend, delete, modify or infringe upon any of the rights set forth in this section. (Ord. No. 1278, 1-22-07)~~

Sec. 13-236. Collective bargaining.

- (a) *Bargaining in good faith.* Upon certification of an employee organization by the labor commissioner, the employer and the employee organization shall have the duty, through officials or their designated representatives, to negotiate collectively and in good faith with respect to the subjects of bargaining enumerated in this section and to reduce to writing the matters agreed upon as a result of such negotiations.
- (b) *Employer/employee organization representative.*
- (1) The employer shall appoint the employer's representative or representatives for the purpose of conducting any bargaining with a certified employee organization.
 - (2) The employee organization shall appoint a representative or representatives for the purpose of conducting any bargaining with the employer.
- (c) *Subjects of bargaining.* The employer and employee organization may bargain collectively and reach agreement on the following subjects of bargaining:
- (1) Wages;
 - (2) Terms and conditions of employment as defined in section 13-232 herein;
 - (3) Employee benefit plans;
 - (4) Bonuses and gifts;
 - (5) Jury duty;
 - (6) Duration of collective bargaining agreement; and
 - (7) Grievance procedure.
- (d) *Scope of bargaining.* The employer shall not enter into, or be bound by, any collective bargaining agreement, amendment thereto or other agreement that covers a subject of bargaining not specifically enumerated in this section, or which alters, amends, deletes, modifies or infringes upon any of the employer rights enumerated in section 13-235.
(Ord. No. 1278, 1-22-07)

Sec. 13-237. Representation.

~~(a) *Certification of representative.* Unless there is voluntary recognition, no collective bargaining agreement shall be valid or enforceable unless it is between the employer and an employee organization that is certified by the labor commissioner as the exclusive bargaining representative for employees in the bargaining unit.~~

~~(b) *Majority of employees.* Certification of an employee organization shall only occur if the employee organization has been selected or designated by a majority of employees in the bargaining unit.~~

~~(c) *Procedure.*~~

~~(1) *Certification election.* An employee organization seeking exclusive bargaining representative status for employees in the bargaining unit shall file a petition with the labor commissioner accompanied by evidence that at least thirty (30) percent of the employees in the bargaining unit have designated the employee organization as their exclusive bargaining representative. Within thirty (30) days of filing a petition for certification, the labor commissioner shall conduct a secret ballot election. If the results of the secret ballot election establish that a majority of those bargaining unit employees voting in the election designate the petitioning employee organization as their exclusive bargaining representative, then the labor commissioner~~

shall certify the employee organization as the exclusive bargaining representative and shall authorize the employer to bargain collectively with the employee organization.

(2) *Voluntary recognition.* If an employee organization demonstrates majority support in an appropriate bargaining unit—through authorization cards or other reliable evidence dated within 30 days of submission—the City Council may voluntarily recognize the employee organization as the exclusive representative without prior review by the Labor Commissioner. Within five (5) business days of recognition, the City Council shall provide written notice to the Labor Commissioner and post notice to employees in the unit. Any timely challenge to the appropriateness of the unit or to majority support shall be filed with the Labor Commissioner within fourteen (14) days of the notice; absent a timely challenge, recognition shall remain in effect. If a challenge is filed, the Labor Commissioner shall promptly resolve the dispute under this Code. In the event the petition filed by an employee organization is accompanied by evidence that within thirty (30) days prior to the filing of the petition more than fifty (50) percent of the employees in the bargaining unit have designated the employee organization as their exclusive representative for purposes of collective bargaining, the labor commissioner ~~may~~ shall give the ~~employer~~-City Council the option to voluntarily recognize the employee organization without first conducting a certification election. If the ~~employer~~-City Council declines to voluntarily recognize the employee organization, then the labor commissioner shall conduct a certification election pursuant to this section. Upon voluntary recognition pursuant to this section, the labor commissioner shall certify the employee organization as the exclusive bargaining representative of the employees in the petitioned-for unit and authorize the employer to bargain collectively with the employee organization.

(3) *Decertification election.* Any employee seeking to terminate the certification of an employee organization as the exclusive bargaining representative of employees in the bargaining unit may file a petition with the labor commissioner accompanied by evidence that at least thirty (30) percent of the employees in the bargaining unit have expressed their desire to remove the employee organization as their exclusive bargaining representative. Within thirty (30) days of the filing of a petition for decertification, the labor commissioner shall conduct a secret ballot election. If the results of the secret ballot election establish that a majority of those employees in the bargaining unit no longer wish to have the employee organization as their exclusive bargaining representative, then the labor commissioner shall decertify the employee organization as the exclusive bargaining representative of the employees in the petitioned-for unit.

(4) No election under this section may be conducted more frequently than once every twenty-four (24) months.

(a) *Certification of representative.* No collective bargaining agreement shall be valid or enforceable unless it is between the employer and an employee organization that is certified by the labor commissioner as the exclusive bargaining representative for employees in the bargaining unit.

(b) *Majority of employees.* Certification of an employee organization shall only occur if the employee organization has been selected or designated by a majority of employees in the bargaining unit.

(e) ~~Procedure.~~

- ~~(1) *Certification election.* An employee organization seeking exclusive bargaining representative status for employees in the bargaining unit shall file a petition with the labor commissioner accompanied by evidence that at least thirty (30) percent of the employees in the bargaining unit have designated the employee organization as their exclusive bargaining representative. A petition may not be accepted by the labor commissioner unless filed by the employee organization during the month of September, provided, however, that in 2007 the employee organization shall have the right to file a petition anytime up to and including February 28. Within thirty (30) days of filing a petition for certification, the labor commissioner shall conduct a secret ballot election. If the results of the secret ballot election establish that a majority of those bargaining unit employees voting in the election designate the petitioning employee organization as their exclusive bargaining representative, then the labor commissioner shall certify the employee organization as the exclusive bargaining representative and shall authorize the employer to bargain collectively with the employee organization.~~
- ~~(2) *Voluntary recognition.* In the event the petition filed by an employee organization is accompanied by evidence that within thirty (30) days prior to the filing of the petition more than fifty (50) percent of the employees in the bargaining unit have designated the employee organization as their exclusive representative for purposes of collective bargaining, the labor commissioner may give the employer the option to voluntarily recognize the employee organization without first conducting a certification election. If the employer declines to voluntarily recognize the employee organization, then the labor commissioner shall conduct a certification election pursuant to this section. Upon voluntary recognition pursuant to this section, the labor commissioner shall certify the employee organization as the exclusive bargaining representative of the employees in the petitioned for unit and authorize the employer to bargain collectively with the employee organization.~~
- ~~(3) *Decertification election.* Any employee seeking to terminate the certification of an employee organization as the exclusive bargaining representative of employees in the bargaining unit may file a petition with the labor commissioner accompanied by evidence that at least thirty (30) percent of the employees in the bargaining unit have expressed their desire to remove the employee organization as their exclusive bargaining representative. A petition may not be accepted by the labor commissioner unless filed during the month of September. Within thirty (30) days of the filing of a petition for decertification, the labor commissioner shall conduct a secret ballot election. If the results of the secret ballot election establish that a majority of those employees in the bargaining unit no longer wish to have the employee organization as their exclusive bargaining representative, then the labor commissioner shall decertify the employee organization as the exclusive bargaining representative of the employees in the petitioned for unit.~~
- ~~(4) No election under this section may be conducted more frequently than once every twenty-four (24) months.~~

Sec. 13-238. Unfair labor practices.

(a) *Employer unfair labor practices.* It shall be an unfair labor practice for the employer by and through its officers, agents and representatives to engage in the following conduct:

- (1) Interfere with, restrain or coerce employees in the exercise of their rights guaranteed under this labor code;
- (2) Discriminate in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any employee organization;
- (3) Directly or indirectly cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any lockout;
- (4) Fail or refuse to negotiate in good faith with a certified employee organization;
- (5) Retaliate against an employee because of that employee's exercise of rights guaranteed under this labor code; or
- (6) Control or dominate an employee organization or contribute financial or other support to it.

(b) *Employee organization unfair labor practices.* It shall be an unfair labor practice for an employee organization by and through its officers, agents and representatives to engage in the following conduct:

- (1) Interfere with, restrain or coerce employees in the exercise of their rights guaranteed under this labor code;
- (2) Induce the employer or its representatives to commit any unfair labor practice;
- (3) Directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike;
- (4) Fail or refuse to negotiate in good faith with the employer; or
- (5) Retaliate against an employee because of that employee's exercise of rights guaranteed under this labor code.

(c) *Procedure.*

(1) *Charge and evidentiary hearing.* In the event that a claim is made that an unfair labor practice has been committed by either the employer or the employee organization, the complaining party shall file with the labor commissioner a verified complaint setting forth a detailed statement of the alleged unfair labor practice no later than thirty (30) days after the date of the alleged unfair labor practice. The party complained of shall have the right to file an answer to the complaint within five (5) days after service thereof. After investigation, the labor commissioner may issue an order dismissing the complaint, order a further investigation, or schedule an evidentiary 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. The labor commissioner may designate a neutral fact finder to conduct the hearing and issue recommended findings of fact and conclusions of law.

(2) *Determination.* If, at the conclusion of all testimony, or upon consideration of the neutral fact finder's recommended findings of fact and conclusions of law, the labor commissioner determines that an unfair labor practice has been committed, the labor commissioner shall state his/her findings and shall issue and cause to be served upon the party committing the unfair labor practice an order requiring the party to cease and desist from such practice within a specified period and shall take such further affirmative action as will comply with the provisions of this labor code. If upon all the testimony, the labor commissioner determines that a prohibited

practice has not been or is not being committed, he/she shall state a finding of fact and shall issue an order dismissing the complaint.

(3) *Procedure in the event of a strike or lockout.* Nothing in this labor code shall prohibit or impede the employer or a certified employee organization from using all available lawful means to end a strike or lockout, including the initiation of legal proceedings to enjoin the strike or lockout.

(4) *Mediation.* Nothing in this section shall prohibit the labor commissioner from personally conducting mediation to resolve unfair labor practice issues.

(Ord. No. 1278, 1-22-07)

Sec. 13-239. No strike/no lockout.

(a) *Purpose.* The services performed by employees are essential to the public well-being. Accordingly, strikes and lockouts are prohibited.

(b) *No lockouts.* The employer shall not, either directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any lockout.

(c) *No strike by employees.* No employee shall, directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct, or engage in any strike. Any such conduct by an employee shall be subject to immediate disciplinary action in accordance with applicable City personnel policies, civil service rules, or other governing disciplinary procedures, except that such disciplinary action shall not be subject to the grievance and arbitration procedures contained in any applicable collective bargaining agreement.

(d) *No strike by employee organization.* No employee organization shall either directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike. If any employee organization violates this provision, its certification as the exclusive representative, if any, shall be revoked and the employee organization shall thereafter be ineligible to participate in procedures under this labor code to become and/or remain the exclusive representative of employees of the employer for a period of not less than three (3) years.

(e) *Other remedies.* The employer, employees and employee organizations shall have the right to pursue legal and equitable remedies in the appropriate courts in the event of a violation of this section.

(Ord. No. 1278, 1-22-07)

~~(a) — *Purpose.* The services performed by employees are essential to the public safety. Accordingly, strikes and lockouts are prohibited.~~

~~(b) — *No lockouts.* The employer shall not, either directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any lockout.~~

~~(c) — *No strike by employees.* No employee shall either directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike. Any such conduct by an employee shall be subject to immediate discipline in accordance with the Law Enforcement Officers' Bill of Rights and/or~~

~~any successor thereto, without recourse to the grievance procedure contained in an applicable collective bargaining agreement.~~

~~(d) — *No strike by employee organization.* No employee organization shall either directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike. If any employee organization violates this provision, its certification as the exclusive representative, if any, shall be revoked and the employee organization shall thereafter be ineligible to participate in procedures under this labor code to become and/or remain the exclusive representative of employees of the employer for a period of not less than three (3) years.~~

~~(e) — *Other remedies.* The employer, employees and employee organizations shall have the right to pursue legal and equitable remedies in the appropriate courts in the event of a violation of this section.~~
(Ord. No. 1278, 1-22-07)

Sec. 13-240. Checkoff.

(a) *Dues checkoff.* When an employee organization has been certified as the exclusive representative of the employees in the bargaining unit, it shall be the only employee organization eligible to obtain an agreement from the employer to deduct dues or service fees designated or certified by the appropriate officer of the employee organization from the pay of those employees in the unit who provide written, signed and dated authorization, and to remit said dues to the employee organization without cost. All authorizations shall be irrevocable for a period of one (1) year and shall be automatically renewable from year to year unless written notice of termination by the employee is received by the employer thirty (30) days prior to the anniversary date of the authorization.

(b) *Indemnification.* The employer shall not have the authority to enter into a collective bargaining agreement that authorizes the deduction of dues from pay unless the agreement contains a provision whereby the employee organization agrees to indemnify the employer for any and all claims arising out of the deduction of dues and/or fees pursuant to this section.

(c) *No compulsory union membership.* No agreement between the employer and an employee organization shall compel any employee to become and remain a member of the employee organization and/or pay dues.

(Ord. No. 1278, 1-22-07)

Sec. 13-241. Permissible union activities.

Solicitation of members and dues, and other internal employee organization business shall be conducted only during the nonduty hours of the employees concerned. Employer-requested or approved consultations and meetings between management officials and representatives of the recognized employee organization shall, whenever practicable, be conducted on official time. Negotiations between the employer and designated members of the employee organization for the purpose of negotiating a collective bargaining agreement shall be conducted during work hours.

(Ord. No. 1278, 1-22-07)

Sec. 13-242. Grievance procedure.

All collective bargaining agreements between the employer and employee organization shall contain a grievance procedure that includes a provision for binding decision by the employee relations board. The employee relations board shall have the right to engage one (1) or more professional neutral persons to serve as a hearing officer, fact finder and to make recommendations concerning the grievance.

(Ord. No. 1278, 1-22-07)

Sec. 13-243. Impasse in collective bargaining.

(a) *Timeline.* Regardless of the date upon which certification is issued to the employee organization, negotiations shall be held only between November 1 and March 1. Any memorandum of understanding reached as a result of such negotiations shall become effective July 1 following such negotiations. Any such memorandum of understanding shall be presented to the city council for its approval by April 15 in order that sufficient time shall exist to implement same at the commencement of the fiscal year on July 1. Notwithstanding the provisions hereinabove, in the calendar year 2010 negotiations shall be extended from ending on March 1 to April 1.

(b) *Impasse procedure.* If after a reasonable period of negotiation over the terms of a memorandum of understanding a dispute exists between the employer and the certified employee organization, or if no understanding has been reached within a reasonable period of time, but not later than March 1, prior to the final date for setting the municipal budget, it shall be deemed that an impasse has been reached, at which time the matters in dispute shall be presented jointly by the parties in writing to the city council for hearing and resolution.

(c) *Hearing procedure.*

- (1) The city council shall hold a hearing on all disputed issues within thirty (30) days of the presentation of the dispute, and it shall issue its final decision within thirty (30) days of the conclusion of the hearing. The decision of the city council shall be final and binding upon the employer and the employee organization and shall be rendered at least forty (40) days before the beginning of the fiscal year. The decision of the city council shall be in writing and a copy shall be served on the employer and employee organization at the time the city council issues a final decision.
- (2) The city council shall establish the date, time, and place of all hearings, administer oaths, issue subpoenas to compel the attendance of witnesses to appear, and issue subpoenas duces tecum to compel the production of documents and other tangible evidence.
- (3) In reaching its decision, the city council may take into consideration any factors it considers significant to reaching the determination, including, but not limited to, the following factors:
 - a. ~~Wages, benefits and other working conditions of employees in the same or substantially similar classifications employed by municipal agencies of a government similar size and demographics~~ ~~Wages, benefits and other working conditions of other local government employees employed in public safety bargaining units in other municipal or county agencies of a similar size and demographics;~~
 - b.a. The value of other benefits available to or received by city employees;
 - e.b. Cost-of-living information; or
 - d.c. The availability of funds.

(d) *Mediation.* Nothing herein contained shall be construed as prohibiting the city council from mediating the dispute at any time prior to the issuance of its final and binding decision.

(Ord. No. 1278, 1-22-07; Ord. No. 1305, 2-22-10)

Secs. 13-244--13-260. Reserved.

4914-2288-0435, v. 1

ARTICLE VIII. LABOR CODE

Sec. 13-231. Legislative findings and purpose.

(a) *Title of article.* This article shall herein be referred to as the labor code of the City of Greenbelt, Maryland, or labor code.

(b) *Legislative findings.* It is the public policy of the council of Greenbelt and the purpose of this labor code to promote a fair, harmonious, peaceful and cooperative relationship between the management of the city and those employees of the Greenbelt Police Department who are covered by this labor code and to protect the public by assuring the responsive, orderly, efficient and continuous operation of the department.

(c) *Purpose.* Pursuant to the authority set forth in the Charter of the City of Greenbelt, which authorizes the council to enact by ordinance or amendment a system of rules and regulations to govern the process, the council enacts this article for the following purposes:

- (1) To provide procedures for police officers and certain other full time and regular part-time non-exempt, non-managerial, non-confidential City employees to participate in the formulation and implementation of policies establishing or affecting their conditions of employment
- (2) To recognize the right of said employees to organize for the purpose of collective bargaining;
- (3) To provide a means by which said employees may select a collective bargaining representative;
- (4) To require the City of Greenbelt to meet and confer with the collective bargaining representative of said employees and to negotiate and enter into written agreements on certain matters of wages, hours and other terms and conditions of employment; and
- (5) To establish a method of dispute resolution.

(Ord. No. 1278, 1-22-07)

Sec. 13-232. Definitions

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

(a) “Bargaining Unit” means one of the following three units of eligible City employees, each of which is hereby legislatively established as an appropriate unit for collective bargaining:

(1) Police Bargaining Unit

A bargaining unit for the Greenbelt Police Department consisting of all non-managerial sworn police officers employed by the City of Greenbelt and assigned to the Greenbelt Police Department, excluding managerial employees, confidential employees, civilian employees, and all other employees not serving as sworn officers.

(2) Department of Public Works Bargaining Unit

A bargaining unit for the Department of Public Works consisting of all full-time and regular part-time non-exempt, non-managerial, non-confidential employees employed by the City of Greenbelt and assigned to the Department of Public Works, excluding managerial employees, confidential employees, and any employees assigned to other departments.

(3) General Non-Managerial Employee (Residual) Bargaining Unit

A bargaining unit consisting of all other eligible full-time and regular part-time non-exempt, non-managerial and non-confidential employees of the City of Greenbelt who are not included in the Police Bargaining Unit or the Department of Public Works Bargaining Unit, excluding managerial employees, confidential employees, sworn police officers, and employees of the Department of Public Works.

An employee shall be considered a confidential employee where the duties of the position include, but are not limited to:

(1) access to or involvement in the development of labor relations strategy or collective bargaining positions;

(2) participation in or support of personnel decisions, including discipline, hiring, termination, or grievance handling;

(3) regular access to confidential management information relating to labor or employment matters, or

(4) or participation in or has access to information and internal meetings conducted by the City Manager or the City Director of Finance to discuss proposed operational financial or personnel decisions or implementation of the same.

(c) Employee. For the purpose of this Article VIII, Labor Code the definition of employee includes only the following:

i) all non-managerial sworn police officers employed by the City of Greenbelt and assigned to the Greenbelt Police Department and those employees who have completed the initial entrance training for certification as a police officer;

ii) all full-time and regular part-time non-exempt, non-managerial, non-confidential personnel employed by the City of Greenbelt.

(d) Employee organization. Any lawful organization that admits employees, as defined in this Code, to membership and whose primary purpose is to represent such employees with respect to wages, benefits, and other terms and conditions of employment. For purposes of the Greenbelt Police Department, an employee organization means any lawful organization that admits sworn police officers to membership, the primary purpose of which is to represent sworn police officers concerning wages, terms and conditions of employment. In all cases an “employee organization” does not include any organization that discriminates on the basis of race, color, sex, creed, national origin, or any other protected characteristic with respect to membership, retention, or participation in training, apprenticeship, or employment programs.

(e) Employee relations board. The employee relations board (ERB) constituted pursuant to the Charter of the City of Greenbelt.

(f) Employer. The City of Greenbelt.

(g) Grievance. A dispute concerning the application or interpretation of the terms of a collective bargaining agreement between an employee organization and the employer.

(h) *Managerial employee.* An employee of the City of Greenbelt who has the authority to exercise independent judgment, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, discipline, direct, or adjust the grievances of other employees, or who effectively recommends such actions, provided that the exercise of such authority requires the use of independent judgment and is not merely routine or clerical in nature. The term “managerial employee” includes supervisors as defined in this Code and excludes confidential employees. In the Greenbelt Police Department managerial employees are those employees who are sworn police officers of the rank of lieutenant or higher.

(i) *Non-managerial sworn police officer.* Any sworn police officer of the City of Greenbelt assigned to the Greenbelt Police Department who is not a managerial or confidential employee as defined herein. For purposes of this definition, the term shall also include any police officer trainee who has completed the initial entrance level training for certification as a police officer.

(j) *Regular part-time employee.* A part-time employee of the City of Greenbelt who is non-exempt, non-managerial and non-confidential and who works at least 500 hours in each calendar year of employment.

(k) *Strike.* 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, whether by concerted or individual action.

(l) *Terms and conditions of employment.* All wages, benefits and other matters relating to the employment of employees in the bargaining unit, including, but not limited to, holidays, pensions, medical benefits and coverage, sick leave, paid and unpaid leave, military leave, overtime, equipment, training, discipline, and seniority, not expressly excluded by section 13-235.

Sec. 13-233. Labor commissioner.

(a) There shall be a labor commissioner who shall exercise the authority and perform the functions assigned pursuant to this labor code.

(b) The labor commissioner shall be appointed for specific matters as they arise under this code for which such labor commissioner is needed from a list of individuals supplied by the American Arbitration Association in response to a joint letter from the city and the exclusive representative. The list shall be comprised of individuals with prior work experience at the National Labor Relations Board who reside in Maryland, the District of Columbia or Virginia. The city and the exclusive representative shall confer within ten (10) days of receipt of the list; if they are unable to agree on an individual, they shall alternately strike names from the list until one person remains, and that person shall serve as labor commissioner for the specific matter. The costs of the labor commissioner shall be paid by the city.

(c) The labor commissioner appointed for a specific matter shall have the following authority with respect to that matter:

(1) Administration.

a. The labor commissioner shall be charged with the interpretation of the labor code and shall be further authorized to make any rules and regulations as may be necessary or proper to effectuate the purposes and intent of the labor code.

- b. The labor commissioner may appoint a representative or representatives to perform investigative, administrative, ministerial, procedural or other tasks associated with the duties assigned pursuant to this section.
 - c. In addition to those duties specifically enumerated herein, the labor commissioner shall also have the authority to perform other duties as may be deemed necessary to effectuate the purposes and intent of this labor code.
- (2) Representation.
- a. To grant and revoke certification of any employee organization as the exclusive bargaining representative of employees in the bargaining unit;
 - b. To supervise the conduct of representation elections; and
 - c. To determine the appropriateness of the employee organizations.
- (3) Unfair labor practices. Investigation and adjudication of unfair labor practice charges and determination of remedies for unfair labor practices in accordance with the procedures and intent of this labor code.

(d) Decisions of the labor commissioner shall be in writing. Any party aggrieved by a decision of the labor commissioner may file an appeal to the city council within thirty (30) days of the issuance of the labor commissioner's decision. The decision of the city council shall be final, subject only to judicial review. In the event that there shall be a tie vote, then the decision of the labor commissioner shall be upheld.
(Ord. No. 1278, 1-22-07)

Sec. 13-234. Employee rights.

- (a) Employees shall have the right of self-organization; to form, join, or assist employee organizations; and to bargain collectively through representatives of their own choosing on terms and conditions of employment. Employees shall also have the right to refrain from any or all such activities.
- (b) Employees shall be free from retaliation for the exercise of any rights set forth herein, or for participating in any proceeding established pursuant to this labor code.
- (c) Nothing in this labor code shall prohibit an employee from presenting, discussing or resolving any grievance directly with the employer and without the intervention of the employee organization that represents the bargaining unit, provided that any adjustment of the grievance made shall not be inconsistent with the terms of any applicable collective bargaining agreement.

Sec. 13-235. Employer rights.

- (a) The employer shall have the following rights:
 - (1) To determine the budget of the City of Greenbelt including all financial obligations and expenditures, and to exercise its taxing authority;
 - (2) To determine the ways and means to allocate funds to its various departments and projects;
 - (3) To establish methods and procedures for fulfilling its mission;
 - (4) To determine how and when to deploy its personnel;
 - (5) To establish, suspend, relocate or discontinue operations, facilities, stations, , services and to reduce personnel;
 - (6) To determine the way personnel will be used to effectuate the City's mission;
 - (7) To adopt reasonable rules, regulations and general orders pertaining to the department's purpose, operation, techniques, efficiency and management which are not inconsistent with the terms of the

collective bargaining agreement, provided that during negotiations for a collective bargaining agreement, the exclusive representative and the City shall have the right to discuss and agree upon rules, regulations and general orders;

(8) To determine staffing levels and assignments, including but not limited to the number, composition, and scheduling of full-time, part-time, temporary, seasonal, trainee, or reserve employees, and to decide whether, when, and how such employees shall be utilized. In the Greenbelt Police Department, the determination of staffing shall include Department decisions to determine staffing, including, but not limited to, the use of full and part-time police officers, police officer candidates, cadets, or reserve police, and the number of such staff;

(9) To suspend, demote, discharge or take disciplinary action against employees with just cause.

(10) To discharge employees it reasonably believes to be involved in a strike.

(b) The employer shall not enter into or become bound by any collective bargaining agreement pursuant to this labor code that contains terms that infringe upon or limit the rights set forth in this section. The employee relations board in determining a grievance under a collective bargaining agreement shall not have the authority to add to, alter, amend, delete, modify or infringe upon any of the rights set forth in this section.

(Ord. No. 1278, 1-22-07)

Sec. 13-236. Collective bargaining.

(a) *Bargaining in good faith.* Upon certification of an employee organization by the labor commissioner, the employer and the employee organization shall have the duty, through officials or their designated representatives, to negotiate collectively and in good faith with respect to the subjects of bargaining enumerated in this section and to reduce to writing the matters agreed upon as a result of such negotiations.

(b) *Employer/employee organization representative.*

- (1) The employer shall appoint the employer's representative or representatives for the purpose of conducting any bargaining with a certified employee organization.
- (2) The employee organization shall appoint a representative or representatives for the purpose of conducting any bargaining with the employer.

(c) *Subjects of bargaining.* The employer and employee organization may bargain collectively and reach agreement on the following subjects of bargaining:

- (1) Wages;
- (2) Terms and conditions of employment as defined in section 13-232 herein;
- (3) Employee benefit plans;
- (4) Bonuses and gifts;
- (5) Jury duty;
- (6) Duration of collective bargaining agreement; and
- (7) Grievance procedure.

(d) *Scope of bargaining.* The employer shall not enter into, or be bound by, any collective bargaining agreement, amendment thereto or other agreement that covers a subject of bargaining not specifically enumerated in this section, or which alters, amends, deletes, modifies or infringes upon any of the employer rights enumerated in section 13-235.

(Ord. No. 1278, 1-22-07)

Sec. 13-237. Representation.

(a) *Certification of representative.* Unless there is voluntary recognition, no collective bargaining agreement shall be valid or enforceable unless it is between the employer and an employee organization that is certified by the labor commissioner as the exclusive bargaining representative for employees in the bargaining unit.

(b) *Majority of employees.* Certification of an employee organization shall only occur if the employee organization has been selected or designated by a majority of employees in the bargaining unit.

(c) *Procedure.*

(1) *Certification election.* An employee organization seeking exclusive bargaining representative status for employees in the bargaining unit shall file a petition with the labor commissioner accompanied by evidence that at least thirty (30) percent of the employees in the bargaining unit have designated the employee organization as their exclusive bargaining representative. Within thirty (30) days of filing a petition for certification, the labor commissioner shall conduct a secret ballot election. If the results of the secret ballot election establish that a majority of those bargaining unit employees voting in the election designate the petitioning employee organization as their exclusive bargaining representative, then the labor commissioner shall certify the employee organization as the exclusive bargaining representative and shall authorize the employer to bargain collectively with the employee organization.

(2) *Voluntary recognition.* If an employee organization demonstrates majority support in an appropriate bargaining unit—through authorization cards or other reliable evidence dated within 30 days of submission—the City Council may voluntarily recognize the employee organization as the exclusive representative without prior review by the Labor Commissioner. Within five (5) business days of recognition, the City Council shall provide written notice to the Labor Commissioner and post notice to employees in the unit. Any timely challenge to the appropriateness of the unit or to majority support shall be filed with the Labor Commissioner within fourteen (14) days of the notice; absent a timely challenge, recognition shall remain in effect. If a challenge is filed, the Labor Commissioner shall promptly resolve the dispute under this Code. In the event the petition filed by an employee organization is accompanied by evidence that within thirty (30) days prior to the filing of the petition more than fifty (50) percent of the employees in the bargaining unit have designated the employee organization as their exclusive representative for purposes of collective bargaining, the labor commissioner shall give the City Council the option to voluntarily recognize the employee organization without first conducting a certification election. If the City Council declines to voluntarily recognize the employee organization, then the labor commissioner shall conduct a certification election pursuant to this section. Upon voluntary recognition pursuant to this section, the labor commissioner shall certify the employee organization as the exclusive bargaining representative of the employees in the petitioned-for unit and authorize the employer to bargain collectively with the employee organization.

(3) *Decertification election.* Any employee seeking to terminate the certification of an employee organization as the exclusive bargaining representative of employees in the bargaining unit may file a petition with the labor commissioner accompanied by evidence that at least thirty (30) percent of the employees in the bargaining unit have expressed their desire to remove the employee organization as their exclusive bargaining representative. Within thirty (30) days of the filing of a petition for decertification, the labor commissioner shall conduct a secret ballot election. If the results of the secret ballot election establish that a majority of those

employees in the bargaining unit no longer wish to have the employee organization as their exclusive bargaining representative, then the labor commissioner shall decertify the employee organization as the exclusive bargaining representative of the employees in the petitioned-for unit.

(4) No election under this section may be conducted more frequently than once every twenty-four (24) months.

Sec. 13-238. Unfair labor practices.

(a) *Employer unfair labor practices.* It shall be an unfair labor practice for the employer by and through its officers, agents and representatives to engage in the following conduct:

- (1) Interfere with, restrain or coerce employees in the exercise of their rights guaranteed under this labor code;
- (2) Discriminate in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any employee organization;
- (3) Directly or indirectly cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any lockout;
- (4) Fail or refuse to negotiate in good faith with a certified employee organization;
- (5) Retaliate against an employee because of that employee's exercise of rights guaranteed under this labor code; or
- (6) Control or dominate an employee organization or contribute financial or other support to it.

(b) *Employee organization unfair labor practices.* It shall be an unfair labor practice for an employee organization by and through its officers, agents and representatives to engage in the following conduct:

- (1) Interfere with, restrain or coerce employees in the exercise of their rights guaranteed under this labor code;
- (2) Induce the employer or its representatives to commit any unfair labor practice;
- (3) Directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike;
- (4) Fail or refuse to negotiate in good faith with the employer; or
- (5) Retaliate against an employee because of that employee's exercise of rights guaranteed under this labor code.

(c) *Procedure.*

(1) *Charge and evidentiary hearing.* In the event that a claim is made that an unfair labor practice has been committed by either the employer or the employee organization, the complaining party shall file with the labor commissioner a verified complaint setting forth a detailed statement of the alleged unfair labor practice no later than thirty (30) days after the date of the alleged unfair labor practice. The party complained of shall have the right to file an answer to the complaint within five (5) days after service thereof. After investigation, the labor commissioner may issue an order dismissing the complaint, order a further investigation, or schedule an evidentiary 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. The labor commissioner may designate a neutral fact finder to conduct the hearing and issue recommended findings of fact and conclusions of law.

(2) *Determination.* If, at the conclusion of all testimony, or upon consideration of the neutral fact finder's recommended findings of fact and conclusions of law, the labor commissioner determines that an unfair labor practice has been committed, the labor commissioner shall state his/her findings and shall issue and cause to be served upon the party committing the unfair labor practice an order requiring the party to cease and desist from such practice within a specified period and shall take such further affirmative action as will comply with the provisions of this labor code. If upon all the testimony, the labor commissioner determines that a prohibited practice has not been or is not being committed, he/she shall state a finding of fact and shall issue an order dismissing the complaint.

(3) *Procedure in the event of a strike or lockout.* Nothing in this labor code shall prohibit or impede the employer or a certified employee organization from using all available lawful means to end a strike or lockout, including the initiation of legal proceedings to enjoin the strike or lockout.

(4) *Mediation.* Nothing in this section shall prohibit the labor commissioner from personally conducting mediation to resolve unfair labor practice issues.

(Ord. No. 1278, 1-22-07)

Sec. 13-239. No strike/no lockout.

(a) *Purpose.* The services performed by employees are essential to the public well-being. Accordingly, strikes and lockouts are prohibited.

(b) *No lockouts.* The employer shall not, either directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any lockout.

(c) *No strike by employees.* No employee shall, directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct, or engage in any strike. Any such conduct by an employee shall be subject to immediate disciplinary action in accordance with applicable City personnel policies, civil service rules, or other governing disciplinary procedures, except that such disciplinary action shall not be subject to the grievance and arbitration procedures contained in any applicable collective bargaining agreement.

(d) *No strike by employee organization.* No employee organization shall either directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike. If any employee organization violates this provision, its certification as the exclusive representative, if any, shall be revoked and the employee organization shall thereafter be ineligible to participate in procedures under this labor code to become and/or remain the exclusive representative of employees of the employer for a period of not less than three (3) years.

(e) *Other remedies.* The employer, employees and employee organizations shall have the right to pursue legal and equitable remedies in the appropriate courts in the event of a violation of this section.

(Ord. No. 1278, 1-22-07)

Sec. 13-240. Checkoff.

(a) *Dues checkoff.* When an employee organization has been certified as the exclusive representative of the employees in the bargaining unit, it shall be the only employee organization eligible to obtain an agreement from the employer to deduct dues or service fees designated or certified by the appropriate officer of the employee organization from the pay of those employees in the unit who provide written, signed and dated authorization, and to remit said dues to the employee organization without cost. All authorizations shall be irrevocable for a period of one (1) year and shall be automatically renewable from year to year unless written notice of termination by the employee is received by the employer thirty (30) days prior to the anniversary date of the authorization.

(b) *Indemnification.* The employer shall not have the authority to enter into a collective bargaining agreement that authorizes the deduction of dues from pay unless the agreement contains a provision whereby the employee organization agrees to indemnify the employer for any and all claims arising out of the deduction of dues and/or fees pursuant to this section.

(c) *No compulsory union membership.* No agreement between the employer and an employee organization shall compel any employee to become and remain a member of the employee organization and/or pay dues.

(Ord. No. 1278, 1-22-07)

Sec. 13-241. Permissible union activities.

Solicitation of members and dues, and other internal employee organization business shall be conducted only during the nonduty hours of the employees concerned. Employer-requested or approved consultations and meetings between management officials and representatives of the recognized employee organization shall, whenever practicable, be conducted on official time. Negotiations between the employer and designated members of the employee organization for the purpose of negotiating a collective bargaining agreement shall be conducted during work hours.

(Ord. No. 1278, 1-22-07)

Sec. 13-242. Grievance procedure.

All collective bargaining agreements between the employer and employee organization shall contain a grievance procedure that includes a provision for binding decision by the employee relations board. The employee relations board shall have the right to engage one (1) or more professional neutral persons to serve as a hearing officer, fact finder and to make recommendations concerning the grievance.

(Ord. No. 1278, 1-22-07)

Sec. 13-243. Impasse in collective bargaining.

(a) *Timeline.* Regardless of the date upon which certification is issued to the employee organization, negotiations shall be held only between November 1 and March 1. Any memorandum of understanding reached as a result of such negotiations shall become effective July 1 following such negotiations. Any such memorandum of understanding shall be presented to the city council for its approval by April 15 in order that sufficient time shall exist to implement same at the commencement of the fiscal year on July 1. Notwithstanding the provisions hereinabove, in the calendar year 2010 negotiations shall be extended from ending on March 1 to April 1.

(b) *Impasse procedure.* If after a reasonable period of negotiation over the terms of a memorandum of understanding a dispute exists between the employer and the certified employee organization, or if no understanding has been reached within a reasonable period of time, but not later than March 1, prior to the

final date for setting the municipal budget, it shall be deemed that an impasse has been reached, at which time the matters in dispute shall be presented jointly by the parties in writing to the city council for hearing and resolution.

(c) *Hearing procedure.*

- (1) The city council shall hold a hearing on all disputed issues within thirty (30) days of the presentation of the dispute, and it shall issue its final decision within thirty (30) days of the conclusion of the hearing. The decision of the city council shall be final and binding upon the employer and the employee organization and shall be rendered at least forty (40) days before the beginning of the fiscal year. The decision of the city council shall be in writing and a copy shall be served on the employer and employee organization at the time the city council issues a final decision.
- (2) The city council shall establish the date, time, and place of all hearings, administer oaths, issue subpoenas to compel the attendance of witnesses to appear, and issue subpoenas duces tecum to compel the production of documents and other tangible evidence.
- (3) In reaching its decision, the city council may take into consideration any factors it considers significant to reaching the determination, including, but not limited to, the following factors:
 - a. Wages, benefits and other working conditions of employees in the same or substantially similar classifications employed by municipal agencies of a government similar size and demographics The value of other benefits available to or received by city employees;
 - b. Cost-of-living information; or
 - c. The availability of funds.

(d) *Mediation.* Nothing herein contained shall be construed as prohibiting the city council from mediating the dispute at any time prior to the issuance of its final and binding decision.

(Ord. No. 1278, 1-22-07; Ord. No. 1305, 2-22-10)

Secs. 13-244--13-260. Reserved.