



CITY COUNCIL REGULAR MEETING AGENDA

JUNE 22, 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. * Council Meeting Minutes

Suggested Action: No meeting minutes were submitted for the Council to accept.

- b. * Meetings

Suggested Action: Included in Council packet are the meeting and stakeholders lists for approval.

- c. * Committee Reports

Suggested Action: No committee reports were submitted for the Council to accept.

6. Approval of Agenda and Additions

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

7. Presentations

- a. Small Cities Month Proclamation

Suggested Action: Mayor Jordan will proclaim the month of June 2026 as Small Cities Month.

b. Pollinator Week Proclamation

Suggested Action: Mayor Jordan will proclaim the week of June 22nd - 28th, 2026, as National Pollinator Week.

8. Administrative Reports

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

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

9.

An Ordinance To Amend Chapter 13, "Personnel," of the Greenbelt City Code for the Purpose of Amending Article VIII, "Labor Code"

Suggested Action:

Included in the Council packet is an ordinance to amend Article VIII ("Labor Code") of Chapter 13 of the Greenbelt City Code. Article VIII establishes the procedures governing collective bargaining and labor-management relations for designated City employees. It is recommended that this ordinance be introduced for first reading.

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

10. Authorization for City Manager to Approve Contract with VMP

Suggested Action: Included in the Council packet is a memorandum outlining the request and proposal for approval. Staff requests approval of this purchase.

11. Authorization for City Manager to Approve Contract with Tri Star Contracting, Inc.

Suggested Action: Included in the Council packet is a memorandum outlining the request and proposal for approval. Staff requests approval of this purchase.

12. Discussion: Planning for Greenbelt's 90th Anniversary in 2027

Suggested Action: Mayor Pro Tem Weaver requested this item to be added to the agenda.

City Council attended the Maryland Municipal League Summer Conference last week, which included events celebrating that organization's 90th anniversary. Greenbelt will reach the same milestone in 2027, and the MML events were a reminder that we should start coordinating our own commemoration, beginning with identifying those primary stakeholders who should be involved in a planning committee. Tonight's discussion is intended to be a preliminary conversation to start the process.

References:

- Discussion of Greenbelt's 80th anniversary events in the Greenbelt News Review on [May 25, 2017](#), and [June 1, 2017](#), as well as an article on [February 8, 2018](#), about the 2018 Youth Musical which continued the festivities.
- A description of another follow-up event, related to the [Federal Theater project](#) and subsequent exhibit in the Community Center, rounding out a year or more of 80th anniversary commemoration events.
- On the Greenbelt Museum's website, the [Best of Yesterday 80th Anniversary Reading List](#) is compiled by Chris Cherry, Performing Arts Program Coordinator, City of Greenbelt, Department of Recreation

13. Council Reports

14. Council Activities



A NATIONAL HISTORIC LANDMARK

City Council Meetings & Work Sessions June – September

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
Special Meeting/Closed Session – Personnel Matters	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	
Four Cities Meeting – (Town of Berwyn Heights)	Thurs.	07/23	7:00 pm
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 – Greenbelt Homes Inc.	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

Bonita Anderson, City Clerk

Ready to be scheduled:

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											

PROCLAMATION

***WHEREAS**, the National League of Cities President and the National League of Cities Small Cities Council have declared June as "Small Cities Month"; and*

***WHEREAS**, small cities and towns under 50,000 population are the hometown to millions of Americans and constitute most municipalities across the United States; and*

***WHEREAS**, small cities and towns strive to strengthen their communities through the provision of services and programs to improve the quality of life for all citizens; and*

***WHEREAS**, the federal government and state government are essential partners in the success of small cities and towns, and must be encouraged to continue to support programs and legislation that strengthen small communities; and*

***WHEREAS**, organizations, businesses, and citizens are also partnering in the success of small cities and towns, and must be encouraged to grow their efforts to make small communities a viable choice for people to live; and*

***WHEREAS**, during these challenging economic times, the need for a renewed intergovernmental partnership to support essential public services is more important than ever to ensure the safety and growth of small-town America; and*

***WHEREAS**, Councilmember Silke I. Pope is a former member of the NLC Small Cities Council Steering Committee; 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 to be*

Small Cities Month

in Greenbelt and encourage our legislators, organizations, businesses, and residents to recognize this event and to work together throughout the year to invest in small cities and towns to better the lives of all residents.

*IN WITNESS WHEREOF, I have hereunto
set my hand and caused the Seal of the City
of Greenbelt, Maryland, to be affixed this
22nd day of June 2026.*

EMMETT V. JORDAN, Mayor

ATTEST: Bonita Anderson, City Clerk

City of Greenbelt
PROCLAMATION

WHEREAS, pollinators such as thousands of species of bees are essential partners in producing much of our food supply; and

WHEREAS, pollinators provide significant environmental benefits that are necessary for maintaining healthy, diverse ecosystems in towns and cities; and

WHEREAS, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and

WHEREAS, the City of Greenbelt manages parks, public landscaping, and other public lands that may include greenways and wildlife habitats; and

WHEREAS, the City of Greenbelt provides recommendations to developers and residents regarding landscaping to promote wise conservation stewardship, including the protection of pollinators and maintenance of their habitats; and

NOW, THEREFORE, I, Emmett V. Jordan, Mayor of the City of Greenbelt, by the authority vested in me by the residents and City Council of Greenbelt, hereby proclaim the week of June 22nd – 28th, 2026, as our municipality's observance of

National Pollinator Week

*and, as Greenbelt is an affiliate of **Bee City USA®**, do urge all citizens to recognize this observance.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 22nd day of June 2026.

Emmett V. Jordan, Mayor



Introduced:
1st Reading:
Passed:
Posted:
Effective:

ORDINANCE NUMBER 1410

AN ORDINANCE TO AMEND CHAPTER 13, “PERSONNEL,” OF THE GREENBELT CITY CODE FOR THE PURPOSE OF AMENDING ARTICLE VIII, “LABOR CODE”

WHEREAS, the City Charter was amended by Resolution 2132 (Charter Amendment Resolution 2132-2026) to authorize the City to engage in collective bargaining with certain eligible nonexempt, nonmanagerial, and nonconfidential City employees; and

WHEREAS, a Labor Code has been developed and refined through a series of meetings by representatives of the City; and

WHEREAS, the City Council finds it necessary and appropriate to amend Chapter 13, Article VIII of the City Code to implement the Charter amendment and establish a comprehensive framework governing labor relations;

Section 1. NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Greenbelt, Maryland, that Chapter 13, “Personnel,” of the Greenbelt City Code be, and hereby is, amended as follows:

Chapter 13 PERSONNEL

* * * * *

ARTICLE VII. PUBLIC OFFICIALS AND EMPLOYEES LIABILITY AND INDEMNITY FUND

* * * * *

Secs. 13-217 – 13-230. Reserved.

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 ~~non-managerial, sworn 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:

Bargaining Unit. **(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:**

~~All non-managerial sworn police officers of the City of Greenbelt assigned to the Greenbelt Police Department, excluding managerial employees, confidential employees and other employees.~~ **(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.

(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. 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) 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.

(c) “Employee.” ~~**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 non-managerial employee and not a confidential 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.

~~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.~~

(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.~~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.~~

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, ~~including the Greenbelt Police Department.~~

(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 assigned to the Greenbelt Police Department who has the authority to exercise independent judgment, in the interest of the employer, to hire, transfer, suspend, lay off, 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, 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 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 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 ~~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~~ City's mission;

(7) To adopt reasonable rules, regulations and ~~G~~general ~~O~~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, ~~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;~~ 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. ~~and subject to the provisions of the Law Enforcement Officers Bill of Rights or any amendment or successor thereto;~~

(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.
The employer shall appoint the employer's representative or representatives for the purpose of conducting any bargaining with a certified employee organization.
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, ~~n~~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. ~~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. 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 forty-five (45) days of the posted notice of voluntary recognition; 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. ~~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. ~~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~~th~~ 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. ~~w~~Wages, benefits and other working conditions of ~~other local government employees employed in public safety bargaining units in other employees in the same or substantially similar classifications employed by municipal or county 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.

Section 2. AND BE IT FURTHER ORDAINED that if any provision of this Ordinance 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 applications of the Ordinance which can be given effect without the invalid provision or applications, and to this end, all the provisions of this Ordinance are hereby declared to be severable;

INTRODUCED by the Council of the City of Greenbelt, at a regular meeting on the ____ day of _____ 2026.

EFFECTIVE the _____ day of _____, 2026.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of _____, 2026.

Emmett V. Jordan, Mayor

ATTEST:

Bonita Anderson, City Clerk

Key:

Underscoring indicates language added to existing law.

~~Overstriking~~ indicates language deleted from existing law.

Asterisks *** indicate intervening existing Code provisions that remain unchanged.

Introduced:
1st Reading:
Passed:
Posted:
Effective:

ORDINANCE NUMBER 1410

AN ORDINANCE TO AMEND CHAPTER 13, “PERSONNEL,” OF THE GREENBELT CITY CODE FOR THE PURPOSE OF AMENDING ARTICLE VIII, “LABOR CODE”

WHEREAS, the City Charter was amended by Resolution 2132 (Charter Amendment Resolution 2132-2026) to authorize the City to engage in collective bargaining with certain eligible nonexempt, nonmanagerial, and nonconfidential City employees; and

WHEREAS, a Labor Code has been developed and refined through a series of meetings by representatives of the City; and

WHEREAS, the City Council finds it necessary and appropriate to amend Chapter 13, Article VIII of the City Code to implement the Charter amendment and establish a comprehensive framework governing labor relations;

Section 1. NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Greenbelt, Maryland, that Chapter 13, “Personnel,” of the Greenbelt City Code be, and hereby is, amended as follows:

Chapter 13 PERSONNEL

* * * * *

ARTICLE VII. PUBLIC OFFICIALS AND EMPLOYEES LIABILITY AND INDEMNITY FUND

* * * * *

Secs. 13-217 – 13-230. Reserved.

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 ~~non-managerial, sworn 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:

Bargaining Unit. **(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:**

~~All non-managerial sworn police officers of the City of Greenbelt assigned to the Greenbelt Police Department, excluding managerial employees, confidential employees and other employees.~~ **(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.

(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. 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) 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.

(c) “Employee.” ~~**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 non-managerial employee and not a confidential 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.

~~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.~~

(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.~~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.~~

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, ~~including the Greenbelt Police Department.~~

(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 assigned to the Greenbelt Police Department who has the authority to exercise independent judgment, in the interest of the employer, to hire, transfer, suspend, lay off, 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, 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 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 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 ~~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~~ City's mission;

(7) To adopt reasonable rules, regulations and ~~G~~general ~~O~~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, ~~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;~~ 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. ~~and subject to the provisions of the Law Enforcement Officers Bill of Rights or any amendment or successor thereto;~~

(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.
The employer shall appoint the employer's representative or representatives for the purpose of conducting any bargaining with a certified employee organization.
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, ~~n~~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. ~~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. 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~~forty-five (45) days of the posted notice of voluntary recognition; 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. ~~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. ~~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 15th 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. ~~w~~Wages, benefits and other working conditions of ~~other local government employees employed in public safety bargaining units in other employees in the same or substantially similar classifications employed by municipal or county 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.

Section 2. AND BE IT FURTHER ORDAINED that if any provision of this Ordinance 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 applications of the Ordinance which can be given effect without the invalid provision or applications, and to this end, all the provisions of this Ordinance are hereby declared to be severable;

INTRODUCED by the Council of the City of Greenbelt, at a regular meeting on the ____ day of _____ 2026.

EFFECTIVE the _____ day of _____, 2026.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of _____, 2026.

Emmett V. Jordan, Mayor

ATTEST:

Bonita Anderson, City Clerk

Key:

Underscoring indicates language added to existing law.

~~Overstriking~~ indicates language deleted from existing law.

Asterisks *** indicate intervening existing Code provisions that remain unchanged.

Introduced:
1st Reading:
Passed:
Posted:
Effective:

ORDINANCE NUMBER 1410

AN ORDINANCE TO AMEND CHAPTER 13, “PERSONNEL,” OF THE GREENBELT CITY CODE FOR THE PURPOSE OF AMENDING ARTICLE VIII, “LABOR CODE”

WHEREAS, the City Charter was amended by Resolution 2132 (Charter Amendment Resolution 2132-2026) to authorize the City to engage in collective bargaining with certain eligible nonexempt, nonmanagerial, and nonconfidential City employees; and

WHEREAS, a Labor Code has been developed and refined through a series of meetings by representatives of the City; and

WHEREAS, the City Council finds it necessary and appropriate to amend Chapter 13, Article VIII of the City Code to implement the Charter amendment and establish a comprehensive framework governing labor relations;

Section 1. NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Greenbelt, Maryland, that Chapter 13, “Personnel,” of the Greenbelt City Code be, and hereby is, amended as follows:

Chapter 13 PERSONNEL

* * * * *

ARTICLE VII. PUBLIC OFFICIALS AND EMPLOYEES LIABILITY AND INDEMNITY FUND

* * * * *

Secs. 13-217 – 13-230. Reserved.

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 ~~non-managerial, sworn 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:

Bargaining Unit. **(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:**

~~All non-managerial sworn police officers of the City of Greenbelt assigned to the Greenbelt Police Department, excluding managerial employees, confidential employees and other employees.~~ **(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.

(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. 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) 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.

(c) “Employee.” ~~**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 non-managerial employee and not a confidential 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.

~~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.~~

(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.~~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.~~

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, ~~including the Greenbelt Police Department.~~

(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 assigned to the Greenbelt Police Department who has the authority to exercise independent judgment, in the interest of the employer, to hire, transfer, suspend, lay off, 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, 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 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 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 ~~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~~ City's mission;

(7) To adopt reasonable rules, regulations and ~~G~~general ~~O~~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, ~~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;~~ 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. ~~and subject to the provisions of the Law Enforcement Officers Bill of Rights or any amendment or successor thereto;~~

(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.
The employer shall appoint the employer's representative or representatives for the purpose of conducting any bargaining with a certified employee organization.
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, ~~n~~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. ~~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. 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 posted notice of voluntary recognition; 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. ~~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. ~~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~~th~~ 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. ~~w~~Wages, benefits and other working conditions of ~~other local government employees employed in public safety bargaining units in other employees in the same or substantially similar classifications employed by municipal or county 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.

Section 2. AND BE IT FURTHER ORDAINED that if any provision of this Ordinance 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 applications of the Ordinance which can be given effect without the invalid provision or applications, and to this end, all the provisions of this Ordinance are hereby declared to be severable;

INTRODUCED by the Council of the City of Greenbelt, at a regular meeting on the ____ day of _____ 2026.

EFFECTIVE the _____ day of _____, 2026.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of _____, 2026.

Emmett V. Jordan, Mayor

ATTEST:

Bonita Anderson, City Clerk

Key:

Underscoring indicates language added to existing law.

~~Overstriking~~ indicates language deleted from existing law.

Asterisks *** indicate intervening existing Code provisions that remain unchanged.



MEMORANDUM

Brian Kim
 Director of Public Works
 bkim@greenbeltmd.gov

Date: 09-June-2026

To: Mr. Josué Salmerón, City Manager

From: Brian Kim, Director of Public Works *[Signature]*

Re: **FY27 Street Resurfacing & Miscellaneous Concrete**

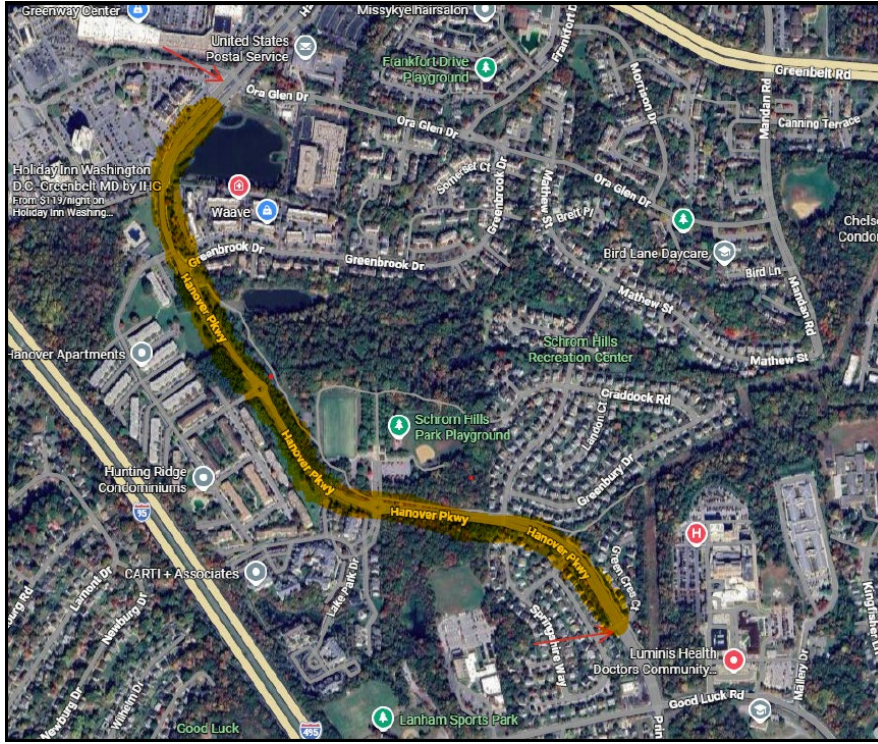
SUBJ.: **Council Approval:
 Street Resurfacing & Miscellaneous Concrete Works
 Contract with VMP**

Background:

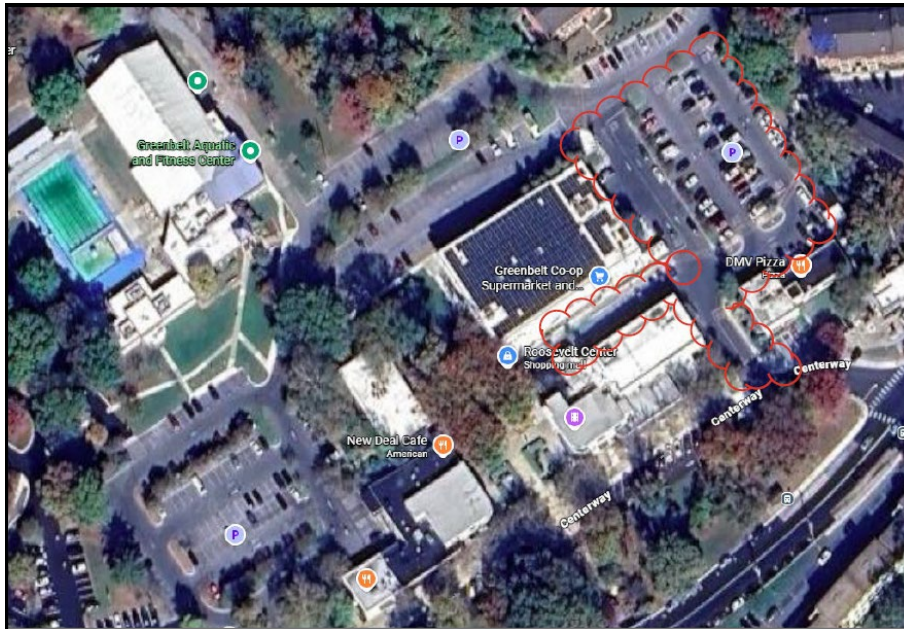
In following with approved FY27 budget and funding within the capital projects fund, we are providing an overview of the street resurfacing and miscellaneous concrete works, which are allocated under the budget of \$1,000,000.00 for street resurfacing and \$150,000.00 for miscellaneous concrete works. We are seeking Council approval to move forward with contracting VMP to execute the works on Hannover Parkway: Ora Glen Drive to Green Crescent Court o Southway), Co-op Parking Lot & Crosswalks, and GAFC & MB Parking Lot & Crosswalks, as outlined below.

AREA	SCOPE OF WORK (SOW)	NOTES
Hannover Parkway: Ora Glen Drive to Green Crescent Court	Roadworks and Miscellaneous Concrete	Existing Sidewalks, Curb, & Gutter
Co-op Parking Lot & Crosswalks	Roadworks and Miscellaneous Concrete	
GAFC & MB Parking Lot & Crosswalks	Roadworks and Miscellaneous Concrete	Budget Permitting

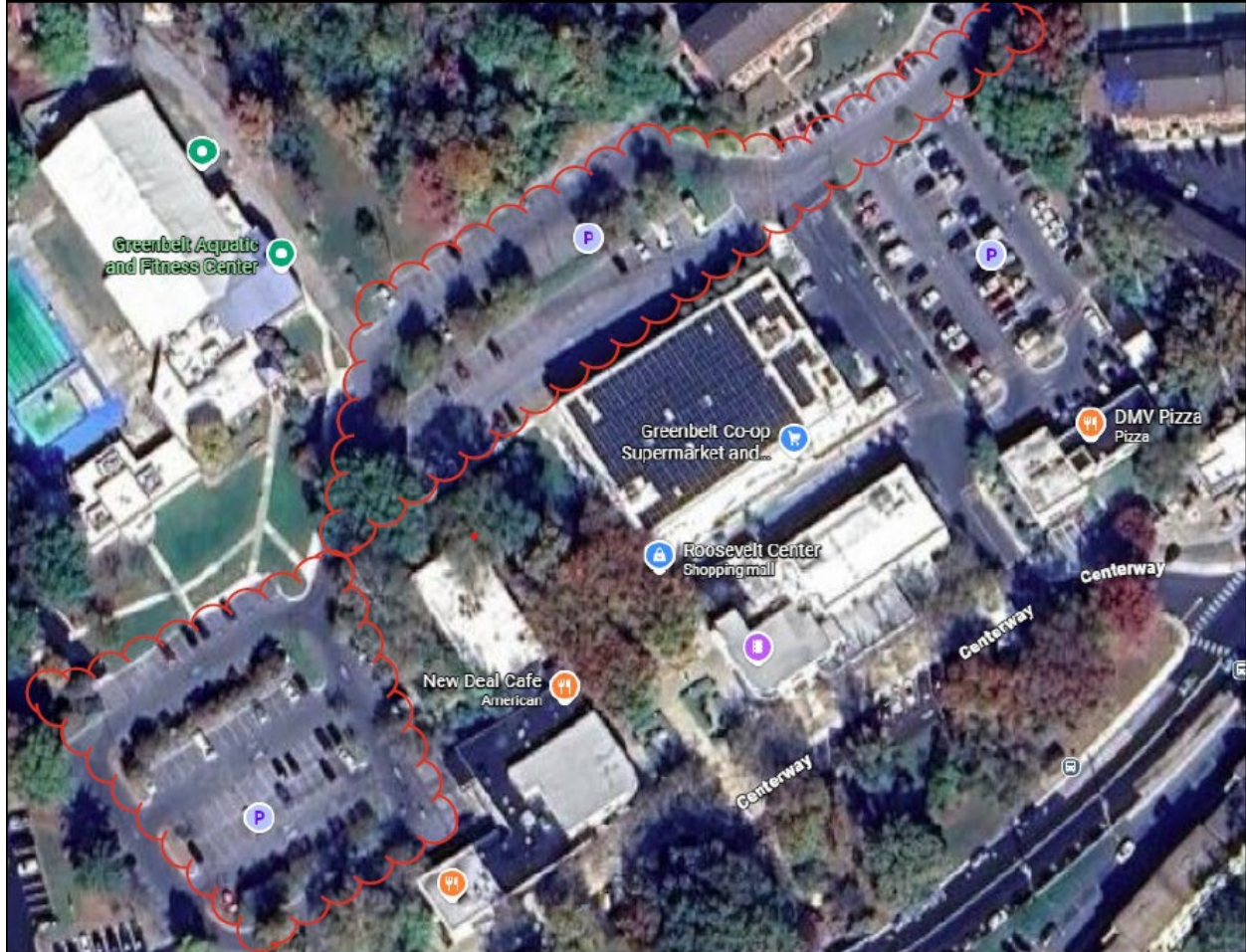
FY 27: Hanover Parkway (Both Lanes): Ora Glen Drive – Green Crescent Court



FY 27: Co-op Parking Lot & Misc. Concrete: Crosswalks



FY 27: GAFC, Municipal Building Parking Lot & Misc. Concrete: Crosswalks (Budget Permitting)



Recommendation:

The contractor chosen to perform the work is VMP who currently serves as our prime contractor for all roadworks and major concrete efforts. They have competitively bid and were awarded a PG County Roadworks Contract 952-H (D)/A which we intend to ride. Please note, all pricing remains as is with the exception of the milling increasing to \$6.00 per ton.

We are seeking Council's authorization for the City Manager to approve the road resurfacing and concrete works as outlined.

ATTACHMENTS:

- <VMP Short Contract_FY27>: Draft subcontract agreement.

CONTRACT

This CONTRACT is made this 01 day of July, 2025, by and between the City of Greenbelt, a public body corporate of the State Maryland, located at 25 Crescent Road, Greenbelt, Maryland 20770, hereinafter called the “City”, and VMP Construction Company, a Maryland corporation, located at 9635 Annapolis Road, Lanham, Maryland 20706, hereinafter called the “Contractor”.

WHEREAS, The City Council adopted FY26 budget authorizing the City to negotiate the purchase of street construction and miscellaneous concrete works from the Contractor, and

NOW THEREFORE, THIS CONTRACT WITNESSETH, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, it is hereby agreed as follows:

1. **Performance.** The Contractor does hereby covenant and agree with the City that it will well and faithfully perform the Work as set forth herein at a sum not to exceed One Million Dollars and Zero Cents (\$1,000,000.00) for road resurfacing and One Hundred Fifty Dollars and Zero Cents (\$150,000.00) for miscellaneous concrete works.
2. **Work.** The Work is described as Reconstruction of a portion of Hannover Parkway from Ora Glen Drive to Green Crescent Court, Co-op crosswalks, and parking lot. GAFC and Municipal Building parking lots and crosswalks will be done budget permitting. This project will include, curb and gutter repair, base repair, milling, resurfacing, sidewalk, and driveway apron replacement, curb cuts, landscape improvements, tree trimming and traffic calming as appropriate and directed by the City.
3. **Clean-Up** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish on a daily basis. At completion of the Work, the contractor shall remove from the project site all waste materials, rubbish, tools, equipment, machinery and surplus materials. The Contractor shall be responsible for restoring and/or repairing any areas damaged through actions of the Contractor and the Contractor’s agents, subcontractors, or employees. If the Contractor fails to clean up, and/or restore any damaged areas, the City may deduct the cost thereof from any payment due the Contractor.
4. **Payment** The City shall the pay the contractor a fee not to exceed One Million Dollars and Zero Cents (\$1,000,000.00) for road resurfacing and One Hundred Fifty Dollars and Zero Cents (\$150,000.00) for miscellaneous concrete, in the form of progress payments based upon the percentage of satisfactorily completed work or services rendered under this contract. The progress payments shall be paid upon submission of an invoice by the Contractor and acceptance of same by the City. Certified payroll documentation must be submitted weekly and for the period being invoiced. Invoices lacking complete certified payroll documentation will not be approved/accepted by the City.

5. **Commencement.** The Contractor shall commence work on the project within ten (10) calendar days of the Notice to Proceed from the City. The Contract is in effect until final measurements and disbursements of payment are made. Time is of the essence in this Contract and failure to complete the work by June 30, 2027 constitutes a material breach of this contract.
6. **Damages.** Damages for failure to complete the Work as required by this Contract shall be \$500 for each calendar day beyond the completion date listed above.
7. **Non-discrimination.** The Contractor shall not discriminate against any individual because of religion, race, creed, sex, age, color, national origin, physical or mental disability, or perceived disability. If the Contractor is determined to be in violation of Federal, State, or County non-discrimination laws by an order, opinion or a decision of a Maryland court or an administrative body or agency, this Contract may be terminated or suspended in whole or in part by the City, and the Contractor may be declared ineligible for any future contracts with the City.
8. **Insurance.** The Contractor shall maintain, at its own expense, during the life of this Contract, such insurance as shall protect it and any subcontractor(s) performing work under this Contract, from claims for damages from bodily injury, including death, or property damage, which may arise from operations under this Contract. The Contractor shall maintain General Liability insurance in the amount of \$1,000,000, Workers Compensation insurance of \$500,000 and business automobile liability insurance of \$1,000,000. The Contractor shall also furnish a Certificate of Insurance verifying the existence of this insurance coverage. The Contractor shall list the City and Prince George's County as a certificate holder and additional insured for the duration of this project.
9. **Indemnification.** The Contractor shall indemnify and hold harmless the City and Prince George's County, its officers, employees, agents and representatives and shall require that each sub-contractor shall indemnify and save harmless the City and Prince George's County, its officers, employees, agents and representatives from and against all actions, liability, claims, suits, damages, cost or expense of any kind which are made against or incurred by the City arising from the Contractor's or any subcontractor's negligent performance of or failure to perform any of its obligations under the terms of this Contract.
10. **Termination.** This Contract may be terminated by the City upon thirty (30) days written notice to the Contractor. In the event of such termination, the Contractor shall receive just compensation for services rendered prior to the effective date of termination. Just compensation shall be determined by the percentage of work completed to date. Notwithstanding any provision of this Agreement, the City may immediately terminate this Agreement for cause for the following reasons: any non-performance; incomplete service; fraud; any fraudulent representation in any invoice or verification required to obtain payment under this Agreement; or services performed in conflict with the terms and conditions of this Agreement. The occurrence of any of these conditions shall constitute a material breach of this Agreement and the City may terminate this Agreement with written notice to the Contractor effective immediately.

11. **Compliance.** The Contractor shall comply with all applicable Federal, State, County and City laws, regulations and ordinances pertaining to the subject matter of this Contract, including but not limited to the following: the payment of all applicable taxes and withholding, worker's compensation, equal opportunity employment, the Davis-Bacon Act and any required permits.

12. **CDBG Requirements** This is a Federally-assisted project subject to appropriate Federal, State and local laws and implementation regulations as follows: Housing and Community Development Act of 1974, Public Law 93-383, as amended; Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u; 24 CFR 135 (Code of Federal Regulations); Equal Employment Opportunity, Executive Order 11246; the Clean Air Act of 1963, as amended; 40 CFR 15; Davis-Bacon Fair Labor Standards Act, as amended, 40 U.S.C. 276a—276a-5; Copeland (Anti-Kickback) Act, 48 Stat. 948, 40 U.S.C. 276(c); Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-332; 24 CFR Part 35 (Lead Based Paint Standards); Civil Rights Act of 1964, Title IV, Public Law 88-352; and Section 504 of the Rehabilitation Act of 1973; Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended; Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); and Executive Orders 12549 and 12689, "Debarment and Suspension."

The Contractor acknowledges receipt of the following documents and agrees to abide by their provisions. The following documents are made part of this Contract:

- City of Greenbelt Special Conditions – Street Reconstruction
- Making Davis-Bacon Work: A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects
- Davis-Bacon Wage Decision – MD-20210106
- CDBG General Conditions for Operating Agencies & Third Party Contractors
- Federal Labor Standards Provisions (HUD 4010)
- Davis-Bacon Act/Copeland "Anti-Kickback" Act
- ADA/Non-Discrimination Statement
- Certification of Assurance of Compliance
- Minority Business Enterprise Participation Statement with Attachments
- Locally Based Business Preference Equal Employment Opportunity Agreement
- Assurance of Compliance with HUD Regulations for Training, Employment and Contracting Opportunities for Businesses and Lower Income Persons.
- Section 3 Summary Report

13. **Assignment Prohibition.** The Contractor shall be prohibited from assigning or transferring any rights under this Contract without the prior written consent of the City.

14. **Entire Agreement.** This document contains the entire agreement between the parties and shall not be modified except by written agreement signed by the parties and attached hereto.

15. **Severability.** If any provision of this Contract is determined to be invalid or illegal by a court of law, it shall be severed from this Contract and shall not affect the remainder of any other provision contained herein.

16. **Applicable Law.** This Contract shall be interpreted in accordance with the laws of the State of Maryland, and enforced in any court of competent jurisdiction in Prince George’s County, Maryland.

17. **Waiver.** The failure of the City to enforce any part of this Contract shall not be deemed a waiver thereof.

IN WITNESS WHEREOF said VMP Construction Company and the City of Greenbelt have caused these presents to be signed.

ATTEST:

VMP Construction Corporation

Valter M. Ramos, President Date
President

ATTEST:

City of Greenbelt, Maryland

Mr. Josué Salmerón Date
City Manager



MEMORANDUM

Brian Kim
Director of Public Works
bkim@greenbeltmd.gov

Date: 10-June-2026
To: Mr. Josué Salmerón, City Manager
From: Brian Kim, Director of Public Works

**SUBJ.: Council Approval:
Replacement of two (2) HVAC Split Units at Municipal Building**

Background:

Over the past several months, the Department of Public Works Facilities Maintenance Division has experienced recurring operational issues with the two (2) HVAC split systems serving the CARES/Senior Mental Health Counselor offices and adjacent kitchenette/breakroom areas. Most recently, both units experienced extended loss of cooling capacity requiring temporary refrigerant charging to restore limited operation.

Due to the age of the systems, limited availability of replacement parts, and the phase-out of R-134A refrigerant, continued maintenance is no longer considered cost-effective or operationally reliable.

Project Details:

The existing HVAC split systems are approximately 35 years old and have exceeded their estimated useful life (EUL) of 15 years. The project consists of the demolition, removal, and replacement of two (2) HVAC split systems, including all necessary labor, materials, equipment, electrical connections, testing, and commissioning required for complete and operational installation.

Procurement & Funding:

To maintain continuity of facility operations, staff solicited proposals from multiple HVAC contractors included on the City's negotiated purchase list and currently in good standing. Submitted proposals ranged from \$22,800.00 to \$24,768.00.

Staff identified available funding within the existing operational budget and requests authorization to transfer funds from Account No. 001-60-650-000-524609-00/Interior Cleaning (GAFC) to Account No. # 001-10-180-000-524602-00/HVAC (MB).

Recommendation:

Staff recommends Council approve the procurement and installation of two (2) HVAC split systems by Tri Star Contractor Inc., P.O. Box 104, Glenelg, Maryland 21737, in the amount of \$22,800.00.

Staff further requests authorization for the City Manager to execute the associated agreement and related project documents.

ATTACHMENTS: <Tri_Star_HVAC 2 units>: Proposal

TRI STAR CONTRACTOR, INC.

P.O. BOX 104
 GLENELG, MD 21737
 TEL:(410) 489-0082

ESTIMATE

Date	ESTIMATE #
6/4/2026	638

TO:
City of Greenbelt 555 Crescent Road Greenbelt, Md 20770

Description	Amount
Desmond McAlmond 25 Crescent Rd Greenbelt, MD Unit #1 Replace air conditioner and gas heater. (Carrier) Replace 2 ton, 15seer out door condenser unit. Replace indoor 90% gas furnace 60,000 btu. Replace indoor evaporator coil. Replace outside pad and 6" pump. Remove old unit. Reconnect electric cable and control cable. 5 years warranty parts and compressor. 1 year warranty labor. Labor & Material	11,400.00
Unit #2 Replace air conditioner and gas heater. (Carrier) Replace 2 ton, 15seer out door condenser unit. Replace indoor 90% gas furnace 60,000 btu. Replace indoor evaporator coil. Replace outside pad and 6" pump. Remove old unit. Reconnect electric cable and control cable. 5 years warranty parts and compressor. 1 year warranty labor. Labor & Material	11,400.00
Did not see any condensate removal pump. If need to install for both units. Labor & Material	\$350
Amount	\$22,800.00

Signature _____