

HOUSE BILL 895

F3

3lr0453

By: **Howard County Delegation**

Introduced and read first time: February 7, 2013

Assigned to: Ways and Means

Committee Report: Favorable

House action: Adopted

Read second time: March 7, 2013

CHAPTER _____

1 AN ACT concerning

2 **Education – Howard County Library System – Collective Bargaining**

3 **Ho. Co. 3–13**

4 FOR the purpose of authorizing employees of the Howard County Library System to
5 form, join, and participate in an employee organization and engage in certain
6 other activities related to collective bargaining; authorizing an employee to
7 refrain from certain activities; specifying the responsibilities of the library
8 system and the certified exclusive representative; specifying the collective
9 bargaining units and the composition of the units; requiring that a certain
10 employee organization submit a certain petition to the Director of the Howard
11 County Library System; prohibiting a certain employee organization from
12 discriminating with regard to terms or conditions of membership because of
13 certain characteristics; requiring that a certain petition be submitted to the
14 State Mediation and Conciliation Service for certain purposes; authorizing the
15 library system or a certain employee organization to submit a certain request to
16 the State Mediation and Conciliation Service for certain purposes; requiring
17 that the library system and the employee organization or certified exclusive
18 representative share equally certain costs; requiring the library system to
19 recognize certain rights of the certified exclusive representative; requiring the
20 certified exclusive representative to represent employees in a certain manner;
21 requiring the library system and the certified exclusive representative to enter
22 into a collective bargaining agreement that contains provisions regarding
23 certain matters; requiring the library system to make certain payroll deductions
24 under certain circumstances; requiring that certain dues be remitted to the

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



certified exclusive representative; prohibiting certain grievance procedures from allowing an arbitrator to alter the terms of the collective bargaining agreement; specifying when a collective bargaining agreement is effective and when it expires; requiring the library system and the certified representative to reach an agreement by a certain date except under certain circumstances; specifying the procedures to be followed if an impasse is reached in the collective bargaining negotiations; requiring the library system to submit certain terms of the collective bargaining agreement to the Board of Library Trustees for Howard County for its acceptance or rejection; requiring the Board to take certain action regarding the terms submitted to it for review; requiring the library system and the certified exclusive representative to take certain action if the Board rejects a term; requiring the Board to take certain action if it accepts a term; authorizing the Howard County Executive and Howard County Council to take certain action regarding certain requests submitted to them for approval; requiring the Howard County Executive to take certain action if the Howard County Executive accepts a certain request; requiring the library system and the certified exclusive representative to take certain action if the County Executive or County Council reject a certain request; providing that the library system retains certain rights and responsibilities under certain circumstances; providing for the decertification of the certified exclusive representative under certain circumstances; prohibiting the library system and an employee organization from taking certain actions regarding collective bargaining; prohibiting an employee or an employee organization from engaging in, inducing, initiating, or ratifying a strike; authorizing a court of competent jurisdiction to enjoin a strike under certain circumstances; prohibiting an employee from receiving compensation from the library system under certain circumstances; authorizing the library system to take certain action against an employee or an employee organization for violating a certain provision of this Act; providing that this Act and a collective bargaining agreement entered into under this Act supersede certain provisions of law under certain circumstances; providing for the construction of a certain provision of this Act; defining certain terms; and generally relating to collective bargaining for employees of the Howard County Library System.

BY adding to

Article – Education

Section 23–601 through 23–614 to be under the new subtitle “Subtitle 6. Howard County Library System – Collective Bargaining”

Annotated Code of Maryland

(2008 Replacement Volume and 2012 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND, That the Laws of Maryland read as follows:

Article – Education

SUBTITLE 6. HOWARD COUNTY LIBRARY SYSTEM – COLLECTIVE BARGAINING.

1 **23-601.**

2 (A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS
3 INDICATED.

4 (B) “BOARD” MEANS THE BOARD OF LIBRARY TRUSTEES FOR HOWARD
5 COUNTY.

6 (C) “CERTIFIED EXCLUSIVE REPRESENTATIVE” MEANS THE EMPLOYEE
7 ORGANIZATION THAT HAS BEEN CERTIFIED AS THE COLLECTIVE BARGAINING
8 AGENT FOR A BARGAINING UNIT.

9 (D) “COUNTY COUNCIL” MEANS THE HOWARD COUNTY COUNCIL.

10 (E) “COUNTY EXECUTIVE” MEANS THE HOWARD COUNTY EXECUTIVE.

11 (F) “DIRECTOR” MEANS THE PRESIDENT AND CHIEF EXECUTIVE
12 OFFICER OF THE HOWARD COUNTY LIBRARY SYSTEM, OR THE PRESIDENT AND
13 CHIEF EXECUTIVE OFFICER’S DESIGNEE.

14 (G) “EMPLOYEE” MEANS A FULL-TIME LIBRARY STAFF MEMBER WHO
15 RECEIVES EMPLOYMENT BENEFITS.

16 (H) “EMPLOYEE ORGANIZATION” MEANS AN ORGANIZATION THAT
17 INCLUDES EMPLOYEES OF THE EMPLOYER AND HAS AS A PRIMARY PURPOSE
18 THE REPRESENTATION OF THE EMPLOYEES IN THEIR RELATIONS WITH THE
19 EMPLOYER.

20 (I) “EMPLOYER” MEANS THE HOWARD COUNTY LIBRARY SYSTEM.

21 **23-602.**

22 **EMPLOYEES OF THE EMPLOYER MAY:**

23 (1) FORM, JOIN, AND PARTICIPATE IN AN EMPLOYEE
24 ORGANIZATION;

25 (2) BARGAIN COLLECTIVELY THROUGH A CERTIFIED EXCLUSIVE
26 REPRESENTATIVE OF THEIR CHOICE;

27 (3) ENGAGE IN LAWFUL CONCERTED ACTIVITIES FOR THEIR
28 MUTUAL AID AND PROTECTION; AND

1 **(4) REFRAIN FROM ANY ACTIVITY COVERED UNDER ITEMS (1)**
2 **THROUGH (3) OF THIS SECTION.**

3 **23-603.**

4 **(A) THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE**
5 **HAVE A RESPONSIBILITY TO ENGAGE IN GOOD FAITH BARGAINING OVER**
6 **MATTERS REQUIRED BY LAW.**

7 **(B) THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE**
8 **JOINTLY SHALL BE RESPONSIBLE FOR FOSTERING A POSITIVE LABOR**
9 **RELATIONS ENVIRONMENT BASED ON MUTUAL TRUST, RESPECT,**
10 **COMMUNICATION, AND COOPERATION.**

11 **(C) THE GOAL OF COLLECTIVE BARGAINING IS THE DELIVERY OF**
12 **QUALITY PUBLIC SERVICES TO THE RESIDENTS OF THE STATE IN A MANNER**
13 **THAT IS CONSISTENT AND COMPLIANT WITH LAW.**

14 **23-604.**

15 **(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE**
16 **MEANINGS INDICATED.**

17 **(2) “CONFIDENTIAL EMPLOYEE” MEANS AN EMPLOYEE WHO, AS A**
18 **FUNCTIONAL RESPONSIBILITY, ACTS IN A CONFIDENTIAL CAPACITY TO ASSIST**
19 **HOWARD COUNTY LIBRARY SYSTEM OFFICIALS WHO FORMULATE, DETERMINE,**
20 **AND EFFECTUATE POLICIES IN THE FIELD OF EMPLOYEE RELATIONS.**

21 **(3) “MANAGEMENT EMPLOYEE” MEANS AN EMPLOYEE WHO, IN**
22 **THE INTEREST OF THE EMPLOYER, HAS:**

23 **(I) THE AUTHORITY TO HIRE, TRANSFER, SUSPEND, LAY**
24 **OFF, RECALL, PROMOTE, DISCHARGE, ASSIGN, REWARD, OR DISCIPLINE OTHER**
25 **EMPLOYEES;**

26 **(II) THE RESPONSIBILITY TO DIRECT OTHER EMPLOYEES;**

27 **(III) THE AUTHORITY TO ADDRESS THE EMPLOYEE**
28 **GRIEVANCES; OR**

29 **(IV) THE AUTHORITY TO RECOMMEND AN ACTION**
30 **REGARDING AN EMPLOYEE IN CONNECTION WITH THE EXERCISE OF THE**

1 AUTHORITY LISTED IN ITEMS (I) THROUGH (III) OF THIS PARAGRAPH IF THE
2 EXERCISE OF THE AUTHORITY IS NOT MERELY ROUTINE OR CLERICAL IN
3 NATURE, BUT REQUIRES THE USE OF INDEPENDENT JUDGMENT.

4 (B) THERE ARE A PROFESSIONAL AND TECHNICAL UNIT AND A SERVICE
5 AND LABOR UNIT FOR COLLECTIVE BARGAINING PURPOSES.

6 (C) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS
7 SUBSECTION, THE PROFESSIONAL AND TECHNICAL UNIT INCLUDES:

8 (I) PROFESSIONAL CLASSIFICATION TITLES UNDER WHICH
9 EMPLOYEES HAVE SPECIAL OR THEORETICAL KNOWLEDGE THAT USUALLY IS
10 ACQUIRED THROUGH COLLEGE TRAINING, OTHER TRAINING THAT PROVIDES
11 COMPARABLE KNOWLEDGE, OR WORK EXPERIENCE;

12 (II) PARAPROFESSIONAL CLASSIFICATION TITLES UNDER
13 WHICH EMPLOYEES PERFORM, IN A SUPPORTIVE ROLE, SOME OF THE DUTIES OF
14 A PROFESSIONAL OR TECHNICIAN BUT THAT USUALLY REQUIRE LESS FORMAL
15 TRAINING OR EXPERIENCE THAN THOSE DUTIES PERFORMED BY THOSE WITH
16 PROFESSIONAL OR TECHNICAL CLASSIFICATION TITLES; AND

17 (III) TECHNICAL CLASSIFICATION TITLES UNDER WHICH
18 EMPLOYEES HAVE BASIC TECHNICAL KNOWLEDGE AND MANUAL SKILLS THAT
19 ARE USUALLY ACQUIRED THROUGH SPECIALIZED POSTSECONDARY SCHOOL
20 EDUCATION OR THROUGH EQUIVALENT ON-THE-JOB TRAINING.

21 (2) THE PROFESSIONAL AND TECHNICAL UNIT DOES NOT
22 INCLUDE MANAGEMENT EMPLOYEES OR CONFIDENTIAL EMPLOYEES.

23 (D) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS
24 SUBSECTION, THE SERVICE AND LABOR UNIT INCLUDES CLASSIFICATION TITLES
25 UNDER WHICH EMPLOYEES PERFORM SERVICE AND MAINTENANCE, MAY
26 OPERATE SPECIALIZED MACHINERY OR HEAVY EQUIPMENT, AND CONTRIBUTE
27 TO THE COMFORT AND CONVENIENCE OF THE PUBLIC OR TO THE UPKEEP AND
28 CARE OF THE EMPLOYER'S BUILDINGS, FACILITIES, AND GROUNDS.

29 (2) THE SERVICE AND LABOR UNIT DOES NOT INCLUDE
30 MANAGEMENT EMPLOYEES OR CONFIDENTIAL EMPLOYEES.

31 (E) WHEN DETERMINING WHETHER AN EMPLOYEE IS A MANAGEMENT
32 EMPLOYEE FOR THE PURPOSES OF EXCLUDING THE EMPLOYEE FROM A
33 BARGAINING UNIT UNDER SUBSECTION (C)(2) OR SUBSECTION (D)(2) OF THIS
34 SECTION:

1 (1) THE EXERCISE OF ANY SINGLE FUNCTION LISTED IN
2 SUBSECTION (A)(3) OF THIS SECTION DOES NOT NECESSARILY REQUIRE THE
3 CONCLUSION THAT THE EMPLOYEE IS A MANAGEMENT EMPLOYEE;

4 (2) JOB TITLES MAY NOT BE THE EXCLUSIVE BASIS FOR
5 CONCLUDING THAT THE EMPLOYEE IS A MANAGEMENT EMPLOYEE; AND

6 (3) THE NATURE OF THE EMPLOYEE'S WORK, INCLUDING
7 WHETHER OR NOT A MAJOR PORTION OF THE WORKING TIME OF THE EMPLOYEE
8 IS SPENT AS PART OF A TEAM WITH NONMANAGEMENT EMPLOYEES, MUST BE
9 CONSIDERED.

10 **23-605.**

11 (A) (1) AN EMPLOYEE ORGANIZATION THAT IS SEEKING
12 CERTIFICATION AS THE EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT
13 SHALL SUBMIT A PETITION TO THE DIRECTOR THAT INCLUDES THE
14 SIGNATURES OF AT LEAST 30% OF THE ELIGIBLE EMPLOYEES IN THE
15 BARGAINING UNIT INDICATING THE WISH TO BE REPRESENTED EXCLUSIVELY BY
16 THE EMPLOYEE ORGANIZATION SPECIFIED IN THE PETITION FOR THE PURPOSE
17 OF COLLECTIVE BARGAINING.

18 (2) AN EMPLOYEE ORGANIZATION THAT SUBMITS A PETITION TO
19 THE DIRECTOR UNDER PARAGRAPH (1) OF THIS SUBSECTION MAY NOT
20 DISCRIMINATE WITH REGARD TO TERMS OR CONDITIONS OF MEMBERSHIP
21 BECAUSE OF GENDER, COLOR, CREED, RACE, NATIONAL ORIGIN, RELIGION,
22 SEXUAL PREFERENCE, GENDER IDENTITY, OR POLITICAL AFFILIATION.

23 (B) IF THE DIRECTOR DOES NOT CHALLENGE THE VALIDITY OF THE
24 PETITION WITHIN 30 DAYS AFTER THE DIRECTOR RECEIVES THE PETITION, THE
25 PETITION SHALL BE SUBMITTED TO THE STATE MEDIATION AND CONCILIATION
26 SERVICE FOR THE PURPOSE OF HOLDING A CONSENT ELECTION AND
27 CERTIFICATION OF THE EMPLOYEE ORGANIZATION IN ACCORDANCE WITH
28 TITLE 4, SUBTITLE 2, PART II OF THE LABOR AND EMPLOYMENT ARTICLE.

29 (C) IF THE DIRECTOR CHALLENGES THE VALIDITY OF THE PETITION,
30 EITHER THE EMPLOYER OR THE EMPLOYEE ORGANIZATION MAY SUBMIT A
31 REQUEST TO THE STATE MEDIATION AND CONCILIATION SERVICE TO
32 DETERMINE THE VALIDITY OF THE PETITION AND WHETHER TO CONDUCT A
33 CONSENT ELECTION AND CERTIFY THE EMPLOYEE ORGANIZATION IN
34 ACCORDANCE WITH TITLE 4, SUBTITLE 2, PART II OF THE LABOR AND
35 EMPLOYMENT ARTICLE.

1 (D) ANY COSTS ASSOCIATED WITH THIS SECTION SHALL BE SHARED
2 EQUALLY BY THE EMPLOYER AND THE EMPLOYEE ORGANIZATION SPECIFIED IN
3 THE PETITION.

4 **23-606.**

5 (A) THE EMPLOYER SHALL RECOGNIZE THE RIGHT OF THE CERTIFIED
6 EXCLUSIVE REPRESENTATIVE TO REPRESENT THE EMPLOYEES IN THE UNIT IN
7 COLLECTIVE BARGAINING AND IN THE SETTLEMENT OF GRIEVANCES.

8 (B) THE CERTIFIED EXCLUSIVE REPRESENTATIVE OF A UNIT SHALL:

9 (1) SERVE AS THE SOLE AGENT FOR THE UNIT IN COLLECTIVE
10 BARGAINING; AND

11 (2) REPRESENT ALL EMPLOYEES IN THE UNIT FAIRLY, WITHOUT
12 DISCRIMINATION, AND WITHOUT REGARD TO WHETHER THE EMPLOYEE IS A
13 MEMBER OF THE EMPLOYEE ORGANIZATION.

14 (C) THE CERTIFIED EXCLUSIVE REPRESENTATIVE MEETS THE
15 REQUIREMENT OF SUBSECTION (B)(2) OF THIS SECTION IF ITS ACTIONS WITH
16 RESPECT TO EMPLOYEES IN THE UNIT ARE NOT ARBITRARY, DISCRIMINATORY,
17 OR IN BAD FAITH.

18 **23-607.**

19 (A) IF AN EXCLUSIVE REPRESENTATIVE IS CERTIFIED UNDER § 23-605
20 OF THIS SUBTITLE, THE EMPLOYER AND THE CERTIFIED EXCLUSIVE
21 REPRESENTATIVE SHALL ENTER INTO A COLLECTIVE BARGAINING AGREEMENT
22 THAT CONTAINS PROVISIONS REGARDING:

23 (1) WAGE, HOURS, AND TERMS AND CONDITIONS OF
24 EMPLOYMENT;

25 (2) THE ORDERLY PROCESSING AND SETTLEMENT OF
26 GRIEVANCES REGARDING THE INTERPRETATION AND IMPLEMENTATION OF THE
27 COLLECTIVE BARGAINING AGREEMENT, WHICH MAY INCLUDE:

28 (I) BINDING ARBITRATION; AND

29 (II) PROVISIONS FOR THE EXCLUSIVITY OF FORUM; AND

1 **(3) THE TIME FOR SUBMISSION OF ITEMS TO THE COUNTY**
2 **EXECUTIVE UNDER § 23-609(E)(1) OF THIS SUBTITLE.**

3 **(B) (1) THE EMPLOYER AUTOMATICALLY SHALL DEDUCT FROM THE**
4 **PAYCHECK OF AN EMPLOYEE WHO IS A MEMBER OF THE CERTIFIED EXCLUSIVE**
5 **REPRESENTATIVE DUES AUTHORIZED AND OWED BY THE EMPLOYEE TO THE**
6 **CERTIFIED EXCLUSIVE REPRESENTATIVE IF THE EMPLOYEE SUBMITS TO THE**
7 **EMPLOYER A DUES DEDUCTION AUTHORIZATION CARD THAT HAS BEEN DULY**
8 **EXECUTED BY THE EMPLOYEE.**

9 **(2) ANY DUES DEDUCTED FROM PAYCHECKS UNDER PARAGRAPH**
10 **(1) OF THIS SUBSECTION SHALL BE REMITTED TO THE CERTIFIED EXCLUSIVE**
11 **REPRESENTATIVE.**

12 **(3) THE EMPLOYER AUTOMATICALLY SHALL STOP MAKING**
13 **PAYROLL DEDUCTIONS UNDER PARAGRAPH (1) OF THIS SUBSECTION ON**
14 **BEHALF OF A CERTIFIED EXCLUSIVE REPRESENTATIVE IF:**

15 **(I) THE CERTIFIED EXCLUSIVE REPRESENTATIVE IS**
16 **DECERTIFIED UNDER § 23-611 OR § 23-613 OF THIS SUBTITLE;**

17 **(II) THE CERTIFIED EXCLUSIVE REPRESENTATIVE'S RIGHT**
18 **TO DUES IS REVOKED UNDER § 23-613 OF THIS SUBTITLE; OR**

19 **(III) THE EMPLOYEE CEASES TO BE A MEMBER OF THE**
20 **BARGAINING UNIT REPRESENTED BY THE CERTIFIED EXCLUSIVE**
21 **REPRESENTATIVE.**

22 **(C) THE GRIEVANCE PROCEDURES INCLUDED IN THE COLLECTIVE**
23 **BARGAINING AGREEMENT UNDER SUBSECTION (A)(2) OF THIS SECTION MAY**
24 **NOT ALLOW AN ARBITRATOR TO ALTER THE TERMS OF THE COLLECTIVE**
25 **BARGAINING AGREEMENT.**

26 **(D) NOTHING IN THIS SECTION MAY BE CONSTRUED TO:**

27 **(1) AUTHORIZE OR OTHERWISE ALLOW AN EMPLOYEE TO ENGAGE**
28 **IN A STRIKE AS DEFINED IN § 3-303 OF THE STATE PERSONNEL AND PENSIONS**
29 **ARTICLE; OR**

30 **(2) RESTRICT THE AUTHORITY OF THE COUNTY EXECUTIVE OR**
31 **THE COUNTY COUNCIL TO DETERMINE THE BUDGET OF THE EMPLOYER.**

1 **(E) (1) A COLLECTIVE BARGAINING AGREEMENT ENTERED INTO**
2 **UNDER SUBSECTION (A) OF THIS SECTION SHALL BE EFFECTIVE ON**
3 **RATIFICATION BY THE MAJORITY OF VOTES CAST BY THE EMPLOYEES IN THE**
4 **BARGAINING UNIT AND APPROVAL BY THE DIRECTOR.**

5 **(2) A SINGLE YEAR OR MULTIYEAR COLLECTIVE BARGAINING**
6 **AGREEMENT SHALL EXPIRE AT THE CLOSE OF HOWARD COUNTY'S FISCAL YEAR.**

7 **23-608.**

8 **(A) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS**
9 **SUBSECTION, THE EMPLOYER AND THE CERTIFIED EXCLUSIVE**
10 **REPRESENTATIVE SHALL REACH AN AGREEMENT BY MARCH 1 OF THE YEAR A**
11 **COLLECTIVE BARGAINING AGREEMENT WILL EXPIRE.**

12 **(2) THE EMPLOYER AND THE CERTIFIED EXCLUSIVE**
13 **REPRESENTATIVE MUTUALLY MAY AGREE TO EXTEND NEGOTIATIONS FOR A**
14 **PERIOD NOT TO EXTEND PAST JUNE 30 OF THE YEAR A COLLECTIVE**
15 **BARGAINING AGREEMENT WILL EXPIRE.**

16 **(B) AN IMPASSE IS REACHED DURING THE NEGOTIATIONS BETWEEN**
17 **THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE IF THE**
18 **EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE DO NOT REACH**
19 **AN AGREEMENT BY:**

20 **(1) MARCH 1 OF THE YEAR A COLLECTIVE BARGAINING**
21 **AGREEMENT WILL EXPIRE; OR**

22 **(2) THE DATE TO WHICH NEGOTIATIONS WERE EXTENDED UNDER**
23 **SUBSECTION (A)(2) OF THIS SECTION.**

24 **(C) (1) IF AN IMPASSE IS REACHED UNDER SUBSECTION (B) OF THIS**
25 **SECTION, THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE**
26 **SHALL SUBMIT A FINAL OFFER TO THE OTHER PARTY WITHIN 24 HOURS OF THE**
27 **IMPASSE BEING REACHED.**

28 **(2) UNLESS THE IMPASSE REACHED UNDER SUBSECTION (B) OF**
29 **THIS SECTION HAS BEEN RESOLVED, THE DISPUTE AND THE FINAL OFFERS**
30 **SHALL BE SUBMITTED TO THE FEDERAL MEDIATION AND CONCILIATION**
31 **SERVICE WITHIN 5 DAYS AFTER THE IMPASSE IS REACHED.**

32 **(D) (1) WITHIN 30 DAYS AFTER THE DISPUTE IS SUBMITTED TO THE**
33 **FEDERAL MEDIATION AND CONCILIATION SERVICE UNDER SUBSECTION (C)(2)**

1 OF THIS SECTION, A MEDIATOR APPOINTED BY THE FEDERAL MEDIATION AND
2 CONCILIATION SERVICE SHALL:

3 (I) MEET WITH THE DIRECTOR AND THE CERTIFIED
4 EXCLUSIVE REPRESENTATIVE; AND

5 (II) MAKE WRITTEN FINDINGS OF FACT AND
6 RECOMMENDATIONS FOR THE RESOLUTION OF THE DISPUTE.

7 (2) COPIES OF THE MEDIATOR'S WRITTEN FINDINGS AND
8 RECOMMENDATIONS SHALL BE SUBMITTED TO THE DIRECTOR AND THE
9 CERTIFIED EXCLUSIVE REPRESENTATIVE.

10 (3) ANY COSTS ASSOCIATED WITH THIS SUBSECTION SHALL BE
11 SHARED EQUALLY BY THE EMPLOYER AND THE CERTIFIED EXCLUSIVE
12 REPRESENTATIVE.

13 (E) (1) THE DIRECTOR AND CERTIFIED EXCLUSIVE REPRESENTATIVE
14 SHALL MEET WITHIN 5 DAYS AFTER THE CONCLUSION OF MEDIATION HELD
15 UNDER SUBSECTION (D) OF THIS SECTION TO REACH A VOLUNTARY
16 RESOLUTION OF THE DISPUTE.

17 (2) IF THE DIRECTOR AND THE CERTIFIED EXCLUSIVE
18 REPRESENTATIVE DO NOT REACH A VOLUNTARY RESOLUTION OF THE DISPUTE
19 UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE DIRECTOR SHALL SUBMIT TO
20 THE BOARD:

21 (I) THE FINAL OFFER OF THE DIRECTOR;

22 (II) THE FINAL OFFER OF THE CERTIFIED EXCLUSIVE
23 REPRESENTATIVE; AND

24 (III) THE WRITTEN FINDINGS AND RECOMMENDATIONS OF
25 THE MEDIATOR.

26 (3) THE BOARD MAY:

27 (I) SELECT ONE OF THE PROPOSALS SUBMITTED UNDER
28 PARAGRAPH (2) OF THIS SUBSECTION; OR

29 (II) REJECT ALL PROPOSALS SUBMITTED UNDER
30 PARAGRAPH (2) OF THIS SUBSECTION AND REQUIRE THE DISPUTE TO BE
31 SUBMITTED FOR MEDIATION IN ACCORDANCE WITH THIS SECTION.

1 **23-609.**

2 (A) THE EMPLOYER SHALL SUBMIT TO THE BOARD A TERM OF A
3 COLLECTIVE BARGAINING AGREEMENT ENTERED INTO UNDER § 23-607 OF THIS
4 SUBTITLE IF THE TERM:

5 (1) REQUIRES AN APPROPRIATION OF FUNDS; OR

6 (2) HAS OR MAY HAVE A FISCAL IMPACT ON THE EMPLOYER.

7 (B) THE EMPLOYER SHALL MAKE A GOOD FAITH EFFORT TO HAVE THE
8 BOARD APPROVE ALL TERMS OF A COLLECTIVE BARGAINING AGREEMENT THAT
9 THE EMPLOYER IS REQUIRED TO SUBMIT TO THE BOARD FOR REVIEW.

10 (C) (1) THE BOARD SHALL STATE IN WRITING WHETHER IT WILL
11 REQUEST THAT THE COUNTY EXECUTIVE APPROPRIATE FUNDS FOR OR
12 OTHERWISE IMPLEMENT THE ITEMS THAT REQUIRE BOARD REVIEW:

13 (I) ON OR BEFORE MAY 1 OF THE YEAR IN WHICH A
14 COLLECTIVE BARGAINING AGREEMENT WILL EXPIRE; OR

15 (II) WITHIN 30 DAYS OF RECEIVING THE TERMS SUBMITTED
16 FOR REVIEW UNDER SUBSECTION (A) OF THIS SECTION IF NEGOTIATIONS ARE
17 EXTENDED BEYOND MAY 1 UNDER § 23-608(A)(2) OF THIS SUBTITLE.

18 (2) IF THE BOARD INTENDS NOT TO REQUEST AN
19 APPROPRIATION OF FUNDS FOR OR OTHERWISE IMPLEMENT A TERM, OR PART
20 OF A TERM, THE BOARD SHALL INCLUDE THE REASON FOR THE REJECTION IN
21 THE WRITTEN STATEMENT REQUIRED UNDER PARAGRAPH (1) OF THIS
22 SUBSECTION.

23 (D) (1) IF THE BOARD REJECTS A TERM SUBMITTED FOR BOARD
24 REVIEW, THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE
25 SHALL:

26 (I) MEET AS SOON AS POSSIBLE TO NEGOTIATE AN
27 AGREEMENT ACCEPTABLE TO THE BOARD; AND

28 (II) SUBMIT TO THE BOARD THE RESULTS OF THE
29 NEGOTIATION ON OR BEFORE MAY 15 OF THE YEAR IN WHICH A COLLECTIVE
30 BARGAINING AGREEMENT WILL EXPIRE.

1 **(2) THE BOARD SHALL CONSIDER THE AGREEMENT SUBMITTED**
2 **UNDER PARAGRAPH (1) OF THIS SUBSECTION AND ISSUE A STATEMENT AS**
3 **REQUIRED UNDER SUBSECTION (C) OF THIS SECTION REGARDING THE NEW**
4 **TERM.**

5 **(3) IF THE EMPLOYER OR THE CERTIFIED EXCLUSIVE**
6 **REPRESENTATIVE DECLARE THAT AN IMPASSE EXISTS, THE DISPUTE SHALL BE**
7 **SUBMITTED FOR MEDIATION IN ACCORDANCE WITH § 23-608 OF THIS SUBTITLE.**

8 **(E) (1) (I) IF THE BOARD ACCEPTS A TERM SUBMITTED FOR**
9 **BOARD REVIEW THAT REQUIRES ADDITIONAL FUNDING, THE BOARD SHALL**
10 **SUBMIT A REQUEST TO THE COUNTY EXECUTIVE WITHIN THE TIME PERIOD**
11 **PROVIDED IN THE COLLECTIVE BARGAINING AGREEMENT.**

12 **(II) THE COUNTY EXECUTIVE MAY APPROVE OR REJECT A**
13 **REQUEST FOR ADDITIONAL FUNDING, IN WHOLE OR IN PART.**

14 **(III) IF THE COUNTY EXECUTIVE APPROVES A REQUEST**
15 **UNDER SUBPARAGRAPH (II) OF THIS PARAGRAPH, THE COUNTY EXECUTIVE**
16 **SHALL SUBMIT THE REQUEST TO THE COUNTY COUNCIL.**

17 **(2) THE COUNTY COUNCIL MAY APPROVE OR REJECT A REQUEST**
18 **FOR ADDITIONAL FUNDING, IN WHOLE OR IN PART.**

19 **(3) (I) IF ANY PART OF A REQUEST FOR ADDITIONAL FUNDING**
20 **SUBMITTED TO THE COUNTY EXECUTIVE OR COUNTY COUNCIL UNDER THIS**
21 **SUBSECTION IS REJECTED, THE ENTIRE COLLECTIVE BARGAINING AGREEMENT**
22 **SHALL BE RETURNED TO THE EMPLOYER AND THE CERTIFIED EXCLUSIVE**
23 **REPRESENTATIVE FOR RENEGOTIATION WITHIN THE LIMITS OF THE FUNDING**
24 **ALLOCATED BY THE COUNTY EXECUTIVE AND COUNTY COUNCIL.**

25 **(II) THE RENEGOTIATION SHALL BE COMPLETED WITHIN A**
26 **TIMETABLE ESTABLISHED BY THE COUNTY EXECUTIVE.**

27 **(III) 1. IF AN IMPASSE IS REACHED, THE EMPLOYER AND**
28 **THE CERTIFIED EXCLUSIVE REPRESENTATIVE SHALL SUBMIT A FINAL OFFER,**
29 **WITHIN THE LIMITS OF THE FUNDING ALLOCATED BY THE COUNTY EXECUTIVE**
30 **AND COUNTY COUNCIL, FOR THE REVIEW OF THE COUNTY EXECUTIVE.**

31 **2. THE COUNTY EXECUTIVE SHALL SELECT ONE OF**
32 **THE OFFERS SUBMITTED UNDER SUBPARAGRAPH 1 OF THIS PARAGRAPH.**

1 **(8) DEMOTE, SUSPEND, DISCHARGE, OR TAKE ANY OTHER**
2 **APPROPRIATE DISCIPLINARY ACTION AGAINST ITS EMPLOYEES FOR JUST CAUSE**
3 **IN ACCORDANCE WITH APPLICABLE LAWS;**

4 **(9) RELIEVE EMPLOYEES FROM DUTY BECAUSE OF LACK OF**
5 **WORK OR OTHER LEGITIMATE REASONS;**

6 **(10) DETERMINE:**

7 **(I) THE MISSION, BUDGET, ORGANIZATION, AND NUMBER**
8 **OF EMPLOYEES OF THE EMPLOYER;**

9 **(II) THE NUMBER, TYPE, AND GRADE OF EMPLOYEES**
10 **ASSIGNED;**

11 **(III) THE WORK PROJECT, TOUR OF DUTY, AND METHODS**
12 **AND PROCESSES BY WHICH THE WORK HAS TO BE PERFORMED;**

13 **(IV) THE TECHNOLOGY NEEDED BY THE EMPLOYER;**

14 **(V) THE INTERNAL SECURITY PRACTICES OF THE**
15 **EMPLOYER; AND**

16 **(VI) THE RELOCATION OF FACILITIES NEEDED BY THE**
17 **EMPLOYER;**

18 **(11) DETERMINE THE QUALIFICATIONS OF EMPLOYEES FOR**
19 **APPOINTMENT, PROMOTION, AND STEP INCREASES AND TO SET STANDARDS OF**
20 **PERFORMANCE, APPEARANCE, AND CONDUCT OF EMPLOYEES;**

21 **(12) JUDGE SKILL, ABILITY, AND PHYSICAL FITNESS OF**
22 **EMPLOYEES AND TO CREATE, ELIMINATE, OR CONSOLIDATE JOB**
23 **CLASSIFICATIONS, DEPARTMENTS, OR OPERATIONS OF THE EMPLOYEE;**

24 **(13) CONTROL AND REGULATE THE USE OF ALL EQUIPMENT AND**
25 **OTHER PROPERTY OF THE EMPLOYER;**

26 **(14) SET AND CHANGE WORK HOURS;**

27 **(15) CREATE, ALTER, COMBINE, CONTRACT OUT, OR ABOLISH ANY**
28 **JOB CLASSIFICATION, DEPARTMENT, OPERATION, UNIT, OR OTHER DIVISION OR**
29 **SERVICE OF THE EMPLOYER;**

1 **(16) SUSPEND, DISCHARGE, OR OTHERWISE DISCIPLINE**
2 **EMPLOYEES FOR CAUSE, EXCEPT THAT ANY ACTION MAY BE SUBJECT TO THE**
3 **GRIEVANCE PROCEDURE AGREED TO IN THE COLLECTIVE BARGAINING**
4 **AGREEMENT;**

5 **(17) ISSUE AND ENFORCE RULES, POLICIES, AND REGULATIONS**
6 **NECESSARY TO CARRY OUT THE PROVISIONS OF THIS SECTION AND OTHER**
7 **MANAGERIAL FUNCTIONS; AND**

8 **(18) RECRUIT, RETAIN, ASSIGN, MANAGE, OR LIMIT THE ROLES OR**
9 **RESPONSIBILITIES OF VOLUNTEERS AND DEVELOP GUIDELINES FOR**
10 **VOLUNTEERS UNDER § 23-407 OF THE EDUCATION ARTICLE.**

11 **23-611.**

12 **AN EMPLOYEE ORGANIZATION SHALL BE DEEMED DECERTIFIED IF A**
13 **PETITION IS SUBMITTED TO THE DIRECTOR THAT INCLUDES THE SIGNATURES**
14 **OF MORE THAN 50% OF THE EMPLOYEES IN THE BARGAINING UNIT INDICATING**
15 **THE WISH TO DECERTIFY THE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE**
16 **REPRESENTATIVE FOR COLLECTIVE BARGAINING PURPOSES.**

17 **23-612.**

18 **(A) THE EMPLOYER MAY NOT:**

19 **(1) INTERFERE WITH, COERCE, OR RESTRAIN AN EMPLOYEE IN**
20 **THE EXERCISE OF ANY RIGHT GIVEN TO THE EMPLOYEE UNDER THIS SUBTITLE;**

21 **(2) INTERFERE WITH OR ASSIST IN THE FORMATION,**
22 **ADMINISTRATION, OR EXISTENCE OF AN EMPLOYEE ORGANIZATION;**

23 **(3) PROVIDE FINANCIAL ASSISTANCE OR OTHER SUPPORT TO AN**
24 **EMPLOYEE ORGANIZATION;**

25 **(4) ENCOURAGE OR DISCOURAGE MEMBERSHIP IN AN EMPLOYEE**
26 **ORGANIZATION BY DISCRIMINATING AGAINST AN EMPLOYEE THROUGH HIRING,**
27 **TENURE, PROMOTION, OR OTHER CONDITIONS OF EMPLOYMENT;**

28 **(5) DISCHARGE OR DISCRIMINATE AGAINST AN EMPLOYEE**
29 **BECAUSE THE EMPLOYEE HAS SIGNED OR FILED AN AFFIDAVIT, A PETITION, OR**
30 **A COMPLAINT OR HAS GIVEN ANY INFORMATION OR TESTIMONY IN A**
31 **PROCEEDING HELD UNDER THIS SUBTITLE;**

1 **(6) REFUSE TO BARGAIN IN GOOD FAITH WITH AN EMPLOYEE**
2 **ORGANIZATION THAT IS CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE OF A**
3 **BARGAINING UNIT OVER A SUBJECT OF BARGAINING; OR**

4 **(7) REFUSE TO PARTICIPATE IN GOOD FAITH IN THE MEDIATION,**
5 **FACT-FINDING, OR GRIEVANCE PROCEDURE UNDER THIS SUBTITLE.**

6 **(B) AN EMPLOYEE ORGANIZATION OR ITS AGENT MAY NOT:**

7 **(1) INTERFERE WITH, RESTRAIN, OR COERCE AN EMPLOYEE IN**
8 **THE EXERCISE BY THE EMPLOYEE OF ANY RIGHT GIVEN TO THE EMPLOYEE**
9 **UNDER THIS SUBTITLE;**

10 **(2) CAUSE OR ATTEMPT TO CAUSE THE EMPLOYER TO**
11 **DISCRIMINATE AGAINST AN EMPLOYEE IN THE EXERCISE BY THE EMPLOYEE OF**
12 **ANY RIGHT GIVEN UNDER THIS SUBTITLE;**

13 **(3) COERCE, DISCIPLINE, FINE, OR ATTEMPT TO COERCE A**
14 **MEMBER OF THE EMPLOYEE ORGANIZATION AS PUNISHMENT OR REPRISAL;**

15 **(4) COERCE, DISCIPLINE, FINE, OR ATTEMPT TO COERCE A**
16 **MEMBER OF THE EMPLOYEE ORGANIZATION FOR THE PURPOSE OF IMPEDING**
17 **THE MEMBER'S WORK PERFORMANCE;**

18 **(5) REFUSE TO NEGOTIATE IN GOOD FAITH WITH THE EMPLOYER**
19 **AS REQUIRED BY THIS SUBTITLE; OR**

20 **(6) FAIL OR REFUSE TO COOPERATE IN IMPASSE PROCEDURES**
21 **UNDER § 23-608 OF THIS SUBTITLE OR DECISIONS THAT RESULT FROM THOSE**
22 **PROCEDURES.**

23 **23-613.**

24 **(A) IN THIS SECTION, "STRIKE" HAS THE MEANING STATED IN § 3-303**
25 **OF THE STATE PERSONNEL AND PENSIONS ARTICLE.**

26 **(B) AN EMPLOYEE OR AN EMPLOYEE ORGANIZATION MAY NOT ENGAGE**
27 **IN, INDUCE, INITIATE, DIRECT, SUPPORT, OR RATIFY A STRIKE.**

28 **(C) IF A STRIKE OCCURS, ON REQUEST OF THE EMPLOYER, A COURT OF**
29 **COMPETENT JURISDICTION MAY ENJOIN THE STRIKE.**

1 (D) AN EMPLOYEE MAY NOT RECEIVE COMPENSATION FROM THE
2 EMPLOYER WHILE THE EMPLOYEE IS ENGAGED IN A STRIKE.

3 (E) IF AN EMPLOYEE ORGANIZATION VIOLATES THIS SECTION, THE
4 EMPLOYER MAY:

5 (1) IMPOSE DISCIPLINARY ACTION, INCLUDING DISMISSAL, ON
6 EMPLOYEES ENGAGED IN THE PROHIBITED CONDUCT;

7 (2) REVOKE THE CERTIFICATION OF AND DISQUALIFY THE
8 EMPLOYEE ORGANIZATION FROM REPRESENTING EMPLOYEES FOR A PERIOD
9 NOT TO EXCEED 2 YEARS; OR

10 (3) REVOKE THE EMPLOYEE ORGANIZATION’S RIGHT TO DUES
11 AND SERVICE FEES.

12 (F) THE EMPLOYER MAY NOT ENGAGE IN, INITIATE, OR DIRECT A
13 LOCKOUT OF EMPLOYEES.

14 **23-614.**

15 EXCEPT AS OTHERWISE PROVIDED BY LAW, IF EMPLOYEES HAVE
16 ENTERED INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE EMPLOYER
17 UNDER THIS SUBTITLE, THE COLLECTIVE BARGAINING AGREEMENT ENTERED
18 INTO UNDER § 23-607 OF THIS SUBTITLE SUPERSEDES ANY CONFLICTING
19 REGULATION OR ADMINISTRATIVE POLICY OF THE EMPLOYER.

20 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
21 October 1, 2013.

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.