

**SB0138/607870/1**

BY: Finance Committee

AMENDMENTS TO SENATE BILL 138  
(First Reading File Bill)

AMENDMENT NO. 1

On page 1, in line 5, after “bargaining;” insert “providing that a certain employee may be deemed supervisory under certain circumstances for certain purposes; establishing that the exercise of a certain function may not necessarily require a certain conclusion; prohibiting a class title alone from being the basis for and requiring the nature of certain work be considered in a certain determination;”; in line 10, after “manner;” insert “authorizing a certain employee organization to file a certain petition; establishing certain requirements for a certain petition; establishing the petition process; establishing a certain election process; prohibiting a certain election from being conducted within a certain period of time; establishing a certain decertification procedure;”; strike beginning with “library,” in line 20 down through the second “the” in line 21; in line 22, strike “for its acceptance or rejection” and substitute “to submit a certain term and a certain recommendation to the County Executive under certain circumstances”; strike beginning with “requiring” in line 23 down through “term;” in line 26; and in lines 29 and 30, strike “entire collective bargaining agreement” and substitute “request”.

On page 2, in line 3, after “timeline;” insert “providing that an employer and a certified exclusive representative have certain mutual obligations;”; in line 4, after “bargaining;” insert “authorizing a certain employee to discuss certain matters with the employer; providing that a certain provision of this Act does not waive a certain right of the employee organization; establishing certain rights of the employer; authorizing the employer to take certain actions subject to certain provisions of law; requiring that certain provisions of law be deemed to be part of certain agreements; prohibiting certain persons from taking certain actions related to strikes, work stoppages, and secondary boycotts; providing for certain penalties for certain violations of this Act;”; and in line 11, strike “23-709” and substitute “23-712”.

(Over)

AMENDMENT NO. 2

On page 2, after line 26, insert:

**“(D) “CONFIDENTIAL EMPLOYEE” MEANS AN EMPLOYEE WHO:**

**(1) HAS ACCESS TO CONFIDENTIAL INFORMATION, INCLUDING BUDGETARY AND FISCAL DATA, SUBJECT TO USE BY THE EMPLOYER IN COLLECTIVE BARGAINING OR IN THE ADJUDICATION OF GRIEVANCES; OR**

**(2) WORKS IN A CLOSE AND CONTINUING CONFIDENTIAL RELATIONSHIP ASSISTING OR AIDING A MANAGEMENT EMPLOYEE.”;**

and in lines 27, 28, 29, and 31, strike “(D)”, “(E)”, “(F)”, and “(G)”, respectively, and substitute “(E)”, “(F)”, “(G)”, and “(H)”, respectively.

AMENDMENT NO. 3

On page 3, strike beginning with “AN” in line 1 down through “GRIEVANCES” in line 13 and substitute “A CONFIDENTIAL EMPLOYEE, MANAGEMENT EMPLOYEE, OR SUPERVISORY EMPLOYEE”; in lines 14 and 17, strike “(H)” and “(I)”, respectively, and substitute “(I)” and “(J)”, respectively; in line 17, after “LIBRARY” insert “AND THE BOARD”; after line 17, insert:

**“(K) “MANAGEMENT EMPLOYEE” MEANS AN EMPLOYEE WHO GENERALLY HAS AUTHORITY AND WHO:**

**(1) FORMULATES POLICY THAT IS APPLICABLE THROUGHOUT A BARGAINING UNIT;**

(2) HAS A SIGNIFICANT ROLE IN PERSONNEL ADMINISTRATION, EMPLOYEE RELATIONS, OR THE PREPARATION AND ADMINISTRATION OF BUDGETS FOR THE EMPLOYER; OR

(3) MAY REASONABLY BE REQUIRED TO:

(i) ASSIST DIRECTLY IN THE PREPARATION FOR AND CONDUCT OF COLLECTIVE BARGAINING NEGOTIATIONS ON BEHALF OF THE EMPLOYER; OR

(ii) HAVE A MAJOR ROLE IN THE ADMINISTRATION OF RESULTING COLLECTIVE BARGAINING AGREEMENTS.

(L) "SUPERVISORY EMPLOYEE" MEANS AN EMPLOYEE WHO IS AUTHORIZED TO:

(1) HIRE, TRANSFER, SUSPEND, LAY OFF, RECALL, PROMOTE, DISCHARGE, ASSIGN, REWARD, OR DISCIPLINE EMPLOYEES;

(2) RESPONSIBLY DIRECT EMPLOYEES FOR MORE THAN 50% OF THE EMPLOYEE'S WORKING HOURS; OR

(3) ADDRESS AND RESOLVE THE GRIEVANCES OF EMPLOYEES.

23-702.

(A) AN EMPLOYEE WHO MAY EFFECTIVELY RECOMMEND AN ACTION LISTED IN § 23-701(L) OF THIS SUBTITLE MAY BE DEEMED A SUPERVISORY EMPLOYEE IF THE EMPLOYEE'S EXERCISE OF THE AUTHORITY REQUIRES THE

(Over)

EXERCISE OF INDEPENDENT JUDGMENT AND IS NOT MERELY OF A ROUTINE OR CLERICAL NATURE.

(B) THE EXERCISE OF ANY SINGLE FUNCTION LISTED IN § 23-701(L) OF THIS SUBTITLE MAY NOT NECESSARILY REQUIRE THE CONCLUSION THAT THE INDIVIDUAL EXERCISING THAT FUNCTION IS IN FACT A SUPERVISORY EMPLOYEE WITHIN THE MEANING OF THE DEFINITION.

(C) IN DIFFERENTIATING A SUPERVISORY EMPLOYEE FROM A NONSUPERVISORY EMPLOYEE:

(1) A CLASS TITLE ALONE MAY NOT BE THE BASIS FOR DETERMINATION; AND

(2) THE NATURE OF THE SUPERVISORY EMPLOYEE’S WORK, INCLUDING WHETHER OR NOT A SIGNIFICANT PORTION OF THE SUPERVISORY EMPLOYEE’S WORKING TIME IS SPENT AS PART OF A TEAM THAT INCLUDES NONSUPERVISORY EMPLOYEES SHALL BE CONSIDERED.”;

in line 18, strike “23-702.” and substitute “23-703.”; and in line 27, strike “23-703.” and substitute “23-704.”.

AMENDMENT NO. 4

On page 4, in line 11, strike “23-704.” and substitute “23-705.”; in line 14, strike “SETTLEMENT OF GRIEVANCES” and substitute “GRIEVANCE PROCESS”; after line 19, insert:

“23-706.”

(A) (1) AN EMPLOYEE ORGANIZATION SEEKING CERTIFICATION AS THE EXCLUSIVE REPRESENTATIVE FOR THE BARGAINING UNIT OF EMPLOYEES MAY FILE A PETITION WITH THE DIRECTOR INDICATING THIS INTENT.

(2) THE PETITION MAY ONLY BE FILED IN THE MONTH OF SEPTEMBER.

(3) THE PETITION SHALL CONTAIN:

(I) A REQUEST THAT THE BOARD RECOGNIZE THE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF THE EMPLOYEES IN THE BARGAINING UNIT;

(II) A STATEMENT THAT THE EMPLOYEE ORGANIZATION IS ONE IN WHICH EMPLOYEES PARTICIPATE AND THAT HAS ONE OF ITS PURPOSES THE REPRESENTATION OF PUBLIC EMPLOYEES IN MATTERS OF WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT;

(III) A STATEMENT THAT THE EMPLOYEE ORGANIZATION HAS NO TERMS OR CONDITIONS OF MEMBERSHIP THAT DISCRIMINATE WITH REGARD TO RACE, COLOR, CREED, GENDER, AGE, POLITICAL AFFILIATION, NATIONAL ORIGIN, RELIGION, MARITAL STATUS, OR DISABILITY; AND

(IV) A STATEMENT THAT THE EMPLOYEE ORGANIZATION HAS IN ITS POSSESSION WRITTEN PROOF DATED NOT MORE THAN 9 MONTHS BEFORE THE DAY ON WHICH THE PETITION IS FILED ESTABLISHING THAT AT LEAST 30% OF THE EMPLOYEES IN THE BARGAINING UNIT HAVE DESIGNATED THE EMPLOYEE ORGANIZATION TO REPRESENT THEM IN THEIR EMPLOYMENT RELATIONS WITH THE EMPLOYER.

(Over)

(4) BEFORE A PETITION MAY BE PROCESSED, THE PROOF OF INTEREST SUBMITTED SHALL BE VERIFIED AS PROVIDED IN THIS SECTION.

(5) THE EMPLOYEE ORGANIZATION AND THE EMPLOYER SHALL EQUALLY BEAR ANY COSTS ASSOCIATED WITH THE VERIFICATION.

(B) (1) WHEN AN EMPLOYEE ORGANIZATION OR EMPLOYEES IN A BARGAINING UNIT FILE A PETITION WITH THE DIRECTOR, THE EMPLOYEE ORGANIZATION OR EMPLOYEES SHALL SUBMIT TO A NEUTRAL DECISION MAKER FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE THE AUTHORIZATION CARDS SIGNED AND DATED BY AT LEAST 30% OF THE EMPLOYEES IN THE BARGAINING UNIT NOT MORE THAN 9 MONTHS BEFORE THE DAY THE PETITION WAS FILED INDICATING, AS APPROPRIATE, THAT THE EMPLOYEES HAVE DESIGNATED THE EMPLOYEE ORGANIZATION TO REPRESENT THEM IN THEIR EMPLOYMENT RELATIONS WITH THE LIBRARY SYSTEM ADMINISTRATION.

(2) THE EMPLOYEE ORGANIZATION SHALL COPY THE DIRECTOR ON THE REQUEST FOR A NEUTRAL DECISION MAKER IN ORDER FOR THE LIBRARY SYSTEM TO RECEIVE NOTICE OF THE SELECTION OF THE NEUTRAL DECISION MAKER FOR THE CERTIFICATION PROCESS.

(C) (1) NOT MORE THAN 7 CALENDAR DAYS AFTER THE DAY ON WHICH THE DIRECTOR RECEIVES NOTICE OF THE ASSIGNMENT OF A NEUTRAL DECISION MAKER BY THE FEDERAL MEDIATION AND CONCILIATION SERVICE, THE DIRECTOR SHALL SUBMIT TO THE NEUTRAL DECISION MAKER A LIST OF EMPLOYEES IN THE BARGAINING UNIT.

(2) IF THE DIRECTOR FAILS TO SUBMIT THE LIST OF EMPLOYEES TO THE NEUTRAL DECISION MAKER WITHIN THE REQUIRED TIME, IT SHALL BE CONCLUSIVELY DEEMED THAT AT LEAST 30% OF THE EMPLOYEES IN THE BARGAINING UNIT HAVE INDICATED A DESIRE TO BE REPRESENTED BY THE EMPLOYEE ORGANIZATION.

(D) (1) THE NEUTRAL DECISION MAKER SHALL CHECK THE WRITTEN AUTHORIZATION CARDS SUBMITTED BY THE EMPLOYEE ORGANIZATION OR THE EMPLOYEES AGAINST THE LIST OF EMPLOYEES SUBMITTED BY THE DIRECTOR.

(2) IF THE NEUTRAL DECISION MAKER DETERMINES THAT AT LEAST 30% OF THE EMPLOYEES ON THE LIST HAVE INDICATED A DESIRE TO BE REPRESENTED BY THE EMPLOYEE ORGANIZATION OR TO DECERTIFY AN EXCLUSIVE REPRESENTATIVE, THE NEUTRAL DECISION MAKER SHALL NOTIFY THE DIRECTOR OF THE DETERMINATION.

(E) (1) IF THE DIRECTOR DISAGREES WITH THE PETITIONING EMPLOYEE ORGANIZATION OR THE PETITIONING EMPLOYEES AS TO THE INCLUSION OR EXCLUSION OF SPECIFIC EMPLOYEES IN THE BARGAINING UNIT, THE PARTIES SHALL REFER THE ISSUE IMMEDIATELY TO A NEUTRAL DECISION MAKER FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE TO RESOLVE THE ISSUE.

(2) THE NEUTRAL DECISION MAKER SHALL HOLD A HEARING ON THE ISSUE REFERRED UNDER PARAGRAPH (1) OF THIS SUBSECTION WITH THE INTERESTED PARTIES PRESENTING EVIDENCE WITH RESPECT TO THEIR POSITIONS ON THE ISSUE OF THE INCLUSION OR EXCLUSION OF THE EMPLOYEES IN QUESTION.

**(3) THE NEUTRAL DECISION MAKER'S FINDINGS SHALL BE FINAL AND BINDING ON BOTH PARTIES.**

**(F) AN ELECTION MAY NOT BE CONDUCTED IN A BARGAINING UNIT UNLESS AT LEAST 1 YEAR HAS PASSED SINCE THE LAST ELECTION HELD IN THE BARGAINING UNIT.**

**(G) (1) AFTER A DECISION ON DISPUTED EMPLOYEE INCLUSION OR EXCLUSION, IF REQUIRED, THE DIRECTOR SHALL NOTIFY ALL EMPLOYEES WITHIN THE BARGAINING UNIT THAT AN ELECTION WILL BE HELD AND REQUEST A NEUTRAL DECISION MAKER FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE TO OVERSEE AND CONDUCT AN ELECTION BY SECRET BALLOT.**

**(2) THE BALLOT FOR AN ELECTION SHALL INCLUDE THE FOLLOWING CHOICES:**

**(i) IN ACCORDANCE WITH THE ISSUES PRESENTED BY THE PETITION OR PETITIONS, EXCLUSIVE REPRESENTATION BY ANY EMPLOYEE ORGANIZATION SEEKING TO OBTAIN OR CONTINUE REPRESENTATION RIGHTS; AND**

**(ii) NO EXCLUSIVE REPRESENTATION.**

**(H) AN EMPLOYEE ORGANIZATION MAY INTERVENE IN THE ELECTION AND HAVE ITS NAME PLACED ON THE BALLOT IF:**



**(1) THE EMPLOYEE ORGANIZATION FILES A PETITION NOT MORE THAN 15 CALENDAR DAYS AFTER THE DATE ON WHICH THE ORIGINAL PETITION IS FILED;**

**(2) THE EMPLOYEE ORGANIZATION CERTIFIES THAT AT LEAST 30% OF THE EMPLOYEES OF THE UNIT HAVE DESIGNATED THE EMPLOYEE ORGANIZATION TO REPRESENT THEM IN THEIR EMPLOYMENT RELATIONS WITH THE LIBRARY SYSTEM ADMINISTRATION; AND**

**(3) THE SHOWING OF INTEREST IS VERIFIED AS PROVIDED IN THIS SECTION.**

**(i) (1) THE ELECTION SHALL BE CONDUCTED ACCORDING TO THE PROCEDURES ESTABLISHED BY THE FEDERAL MEDIATION AND CONCILIATION SERVICE NEUTRAL DECISION MAKER CONDUCTING THE ELECTION.**

**(2) AN EMPLOYEE ORGANIZATION SHALL BE CERTIFIED AS EXCLUSIVE REPRESENTATIVE FOLLOWING AN ELECTION IF THE EMPLOYEE ORGANIZATION HAS RECEIVED THE VOTE OF A MAJORITY OF THE VALID VOTES CAST IN THE BARGAINING UNIT IN WHICH THE ELECTION IS HELD.**

**(3) (i) IF AN ELECTION INCLUDES THREE OR MORE CHOICES AND NO CHOICE RECEIVES A MAJORITY OF THE VALID VOTES CAST, THE NEUTRAL DECISION MAKER SHALL CONDUCT A RUNOFF ELECTION BETWEEN THE TWO CHOICES THAT RECEIVED THE LARGEST NUMBER OF VALID VOTES CAST.**

**(ii) THE CHOICE RECEIVING THE MAJORITY OF THE VALID VOTES CAST IN THE RUNOFF ELECTION SHALL BE CERTIFIED.**

**(4) THE NEUTRAL DECISION MAKER CONDUCTING THE ELECTION SHALL ISSUE TO ALL THE PARTICIPANTS IN AN ELECTION A CERTIFICATION OF REPRESENTATION, IF AN EMPLOYEE ORGANIZATION IS CERTIFIED, OR THE RESULTS OF THE ELECTION, IF NO REPRESENTATIVE IS CHOSEN.**

**(J) (1) IF EMPLOYEES ARE REPRESENTED BY AN EMPLOYEE ORGANIZATION, EMPLOYEES MAY FILE A PETITION WITH THE DIRECTOR THAT CONTAINS THE FOLLOWING:**

**(I) AN ASSERTION THAT THE MAJORITY OF THE EMPLOYEES NO LONGER WISH TO BE REPRESENTED BY THE EMPLOYEE ORGANIZATION;**

**(II) A STATEMENT THAT THE EMPLOYEES HAVE IN THEIR POSSESSION SUBSTANTIVE DOCUMENTARY PROOF, DATED NOT MORE THAN 6 MONTHS BEFORE THE DAY ON WHICH THE PETITION IS FILED, THAT AT LEAST 30% OF THE EMPLOYEES WITHIN THE BARGAINING UNIT APPROVE OF THE DECERTIFICATION OF THE EMPLOYEE ORGANIZATION; AND**

**(III) A STATEMENT EXPLAINING THAT THE EMPLOYEES ARE SEEKING DECERTIFICATION OF THE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE FOR THE BARGAINING UNIT.**

**(2) (I) THE PETITION SHALL BE PROCESSED AS DESCRIBED IN THIS SECTION, INCLUDING VERIFICATION OF PROOF OF INTEREST AND AN ELECTION.**

**(II) AN EMPLOYEE ORGANIZATION SHALL BE DECERTIFIED AS EXCLUSIVE REPRESENTATIVE FOLLOWING AN ELECTION IF THE MAJORITY OF**

THE VALID VOTES CAST IN THE UNIT IN WHICH THE ELECTION IS HELD ARE FOR NO REPRESENTATION.”;

in line 20, strike “**23-705.**” and substitute “**23-707.**”; and strike beginning with “**IF**” in line 21 down through “**REPRESENTATIVE**” in line 23 and substitute “**IF AN EMPLOYEE ORGANIZATION IS CERTIFIED AS DESCRIBED IN THIS SUBTITLE, THE EMPLOYER AND THE EMPLOYEE ORGANIZATION**”.

AMENDMENT NO. 5

On page 5, in line 17, strike “**OR**”; in line 19, after “**REPRESENTATIVE**” insert “**;**  
**OR**”

**(IV) THE EMPLOYEE RESIGNS FROM MEMBERSHIP IN THE EMPLOYEE ORGANIZATION**”;

and in line 32, strike “**23-706.**” and substitute “**23-708.**”.

On page 6, in line 19, strike “**24**” and substitute “**48**”; strike beginning with “**FEDERAL**” in line 23 down through “**REACHED**” in line 24 and substitute “**MEDIATOR SELECTED BY THE PARTIES IN ACCORDANCE WITH SUBSECTION (D) OF THIS SECTION**”; strike beginning with “**THE**” in line 25 down through “**SECTION,**” in line 27; in line 27, after “**A**” insert “**MEDIATOR IS SELECTED BY THE PARTIES, THE**”; strike beginning with “**APPOINTED**” in line 27 down through “**SERVICE**” in line 28; in line 32, after “**DISPUTE**” insert “**IN ACCORDANCE WITH THIS SUBSECTION**”; and after line 32, insert:

**“(2) (I) IF THE PARTIES ARE UNABLE TO AGREE ON A MEDIATOR, THEY SHALL REQUEST A LIST OF SEVEN MEDIATORS FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE.**

(Over)

(II) WITHIN 3 WORKING DAYS AFTER RECEIVING THE LIST UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH, THE PARTIES SHALL ALTERNATELY REMOVE ONE MEDIATOR FROM THE LIST UNTIL ONLY ONE MEDIATOR REMAINS, WHO THE PARTIES SHALL AGREE WILL SERVE AS THE MEDIATOR UNDER THIS SUBSECTION.

(3) THE MEDIATOR SHALL ACT AS AN INTERMEDIARY IN BRINGING THE PARTIES TOGETHER AND SHALL ACTIVELY ASSIST THE PARTIES IN RESOLVING THE DISPUTE BY:

(I) CONDUCTING PROCEEDINGS IN ACCORDANCE WITH THIS SUBSECTION;

(II) REVIEWING THE FINAL POSITIONS OF THE PARTIES;

(III) IDENTIFYING THE MAJOR ISSUES IN THE DISPUTE BETWEEN THE PARTIES;

(IV) REVIEWING THE POSITIONS OF THE PARTIES; AND

(V) RECOMMENDING A RESOLUTION FOR THE AGREEMENT OF THE PARTIES.

(4) A RESOLUTION UNDER THIS SUBSECTION:

(I) SHALL ADDRESS MATTERS SUCH AS WAGES, HOURS, OR TERMS AND CONDITIONS OF EMPLOYMENT;

(II) MAY NOT INCLUDE HEALTH CARE BENEFITS; AND

(iii) MAY NOT EXCEED 1 FISCAL YEAR, UNLESS AGREED TO BY THE PARTIES;

(5) ANY RESOLUTION UNDER THIS SUBSECTION REGARDING PENSION BENEFITS SHALL BE CONSTRUED AS A RECOMMENDATION TO OR CONSIDERATION FOR THE APPROPRIATE PENSION ADMINISTRATOR OF THE STATE OR BALTIMORE COUNTY.

(6) (i) BEFORE ISSUING A FINAL DECISION, THE MEDIATOR SHALL TAKE INTO CONSIDERATION, AMONG ANY OTHER RELEVANT FACTORS:

1. THE WAGES AND PENSION BENEFITS, NOT INCLUDING HEALTH CARE BENEFITS, OF THE EMPLOYEES OF THE BARGAINING UNIT;

2. THE WAGES AND PENSION BENEFITS OF OTHER SIMILARLY SITUATED EMPLOYEES PERFORMING SIMILAR SERVICES IN LIBRARIES OF COMPARABLE JURISDICTIONS TO BALTIMORE COUNTY IN THE STATE, TAKING INTO CONSIDERATION THE COST OF LIVING INDEX FOR THE AREA IN WHICH THE COMPARABLE DEPARTMENT IS LOCATED;

3. WAGES AND PENSION BENEFITS OF SIMILARLY SITUATED BALTIMORE COUNTY EMPLOYEES;

4. THE LAST PUBLISHED ANNUAL U.S. DEPARTMENT OF LABOR CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS FOR ALL ITEMS IN THE WASHINGTON-BALTIMORE AREA;

(Over)

**5. THE SPECIAL NATURE OF THE WORK PERFORMED BY THE EMPLOYEES OF THE BARGAINING UNIT, INCLUDING:**

**A. PHYSICAL REQUIREMENTS OF EMPLOYMENT;**

**B. EDUCATIONAL REQUIREMENTS;**

**C. JOB TRAINING AND JOB SKILLS; AND**

**D. SHIFT ASSIGNMENTS AND THE DEMANDS PLACED ON THE EMPLOYEES COMPARED TO THE DEMANDS PLACED ON OTHER SIMILARLY SITUATED LIBRARY EMPLOYEES IN COMPARABLE JURISDICTIONS TO BALTIMORE COUNTY;**

**6. STATE AND COUNTY MANDATED EXPENDITURES;**

**7. SUBJECT TO SUBPARAGRAPH (II) OF THIS PARAGRAPH, AVAILABILITY OF FUNDS, INCLUDING FINANCIAL SOURCES OF REVENUE; AND**

**8. THE INTEREST AND WELFARE OF THE PUBLIC.**

**(II) IN CONSIDERING THE AVAILABILITY OF FUNDS FOR WAGE INCREASES, THE MEDIATOR SHALL CONSIDER THE GENERAL FUND REVENUES OF BALTIMORE COUNTY AND THE BALTIMORE COUNTY SPENDING AFFORDABILITY COMMITTEE REPORT.**

**(7) A MEDIATOR MAY NOT:**

**(I) RECOMMEND A WAGE INCREASE WITHOUT APPROVAL OF THE COUNTY EXECUTIVE AND COUNTY COUNCIL;**

**(II) RECOMMEND A PENSION BENEFIT INCREASE WITHOUT APPROVAL OF THE APPROPRIATE PENSION ADMINISTRATOR OF THE STATE OR BALTIMORE COUNTY; OR**

**(III) CONSIDER TESTIMONY REGARDING FUNDS FOR CAPITAL IMPROVEMENTS, SURPLUS CONTINGENCY, OR RESERVE FUNDS.**

**(8) (I) THE PARTIES ARE STRONGLY ENCOURAGED TO REACH AN AGREEMENT ON ALL ISSUES WHENEVER POSSIBLE.**

**(II) IF NO AGREEMENT CAN BE REACHED BY THE PARTIES, THE MEDIATOR SHALL ISSUE A REPORT WITH THE MEDIATOR'S DECISION, INCLUDING WRITTEN FINDINGS OF FACT.**

**(9) THE MEDIATOR MAY ADOPT A PACKAGE OF FINAL POSITIONS OR RULE ON EACH MATTER SEPARATELY."**

On page 7, in line 1, strike "(2)" and substitute "(10)"; in line 3, after "REPRESENTATIVE" insert "ON OR BEFORE THE IMMEDIATELY FOLLOWING APRIL 2"; in line 4, strike "(3)" and substitute "(11)"; and after line 6, insert:

**"(12) THIS SUBSECTION MAY NOT BE CONSTRUED TO INTERFERE WITH ANY EFFORTS THE PARTIES MAY UNDERTAKE TO REACH AN AGREEMENT AT ANY TIME.**

**(13) (I) THE COUNTY EXECUTIVE IS NOT BOUND BY ANY DECISION MADE UNDER THIS SUBSECTION AND SHALL ACT IN ACCORDANCE WITH THIS SECTION.**

**(II) THE COUNTY COUNCIL MAY ACCEPT OR REJECT THE RECOMMENDATION OF APPROVAL BY THE COUNTY EXECUTIVE.**

**(14) THIS SUBSECTION SHALL BE THE EXCLUSIVE PROCEDURE FOR RESOLVING DISPUTES BETWEEN THE PARTIES, UNLESS THE PARTIES, BY MUTUAL AGREEMENT, DETERMINE TO USE ANOTHER METHOD OF DISPUTE RESOLUTION.”.**

AMENDMENT NO. 6

On page 7, strike beginning with “AND” in line 7 down through “DISPUTE” in line 10 and substitute “SHALL SUBMIT THE FINDINGS AND RECOMMENDATIONS OF THE MEDIATOR TO THE BOARD IN A TIMELY MANNER CONSISTENT WITH THE TIMING OF PARAGRAPH (2) OF THIS SUBSECTION”; strike beginning with “IF” in line 11 down through “APPROVAL” in line 15 and substitute “THE BOARD SHALL APPROVE ALL RECOMMENDATIONS AND FINDINGS OF THE MEDIATOR THAT DO NOT RELATE TO A FINANCIAL ISSUE OR REQUIRE AN APPROPRIATION OF ADDITIONAL FUNDS WITHIN 5 DAYS OF THE MEDIATOR’S DECISION”; in line 16, strike “23-707.” and substitute “23-709.”; in line 17, strike “EMPLOYER SHALL SUBMIT TO THE”; in the same line after “BOARD” insert “SHALL SUBMIT”; in line 18, after “AGREEMENT” insert “OR MEMORANDUM OF UNDERSTANDING”; in the same line, strike “§ 23-705” and substitute “§§ 23-707 AND 23-708”; in line 19, after “SUBTITLE” insert “TO THE COUNTY EXECUTIVE WITH THE BOARD’S RECOMMENDATION REGARDING WHETHER THE AGREEMENT OR THE MEDIATOR’S DECISION”; strike beginning with “IF” in line 19 down through “REQUIRES” in line 20 and substitute “REQUIRES”; in line 20, after “OF” insert “ADDITIONAL”; and in the same line, strike “; OR” and substitute a period.



On pages 7 and 8, strike in their entirety the lines beginning with line 21 on page 7 through line 21 on page 8, inclusive.

On page 8, in line 22, strike “(II)” and substitute “(B) (1)”; in line 23, after “FUNDING” insert “UNDER SUBSECTION (A) OF THIS SECTION”; in line 24, strike “(III)” and substitute “(2)”; in line 25, strike “SUBPARAGRAPH (II) OF THIS PARAGRAPH” and substitute “PARAGRAPH (1) OF THIS SUBSECTION”; in line 26, after “REQUEST” insert “FOR ADDITIONAL FUNDS”; in line 27, strike “(2)” and substitute “(C)”; in line 29, strike “(3) (I)” and substitute “(D) (1)”; and in line 31, strike “ENTIRE COLLECTIVE BARGAINING AGREEMENT” and substitute “REQUEST FOR ADDITIONAL FUNDS”.

On page 9, in line 3, strike “(II)” and substitute “(2)”; in line 5, strike “(III) 1.” and substitute “(3) (I)”; in lines 9 and 11, strike “2.” and “3.”, respectively, and substitute “(II)” and “(III)”, respectively; in line 10, strike “SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH” and substitute “SUBPARAGRAPH (I) OF THIS PARAGRAPH”; in line 12, after “BINDING” insert “ON ALL PARTIES”; and after line 12, insert:

“(E) (1) THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE ARE MUTUALLY OBLIGATED TO:

(I) MEET AT REASONABLE TIMES IN CONSIDERATION OF THE COUNTY’S BUDGET SUBMISSION DATE; AND

(II) NEGOTIATE IN GOOD FAITH ON:

1. WAGES, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT; AND

(Over)

**2. DRAFTING A WRITTEN COLLECTIVE BARGAINING AGREEMENT THAT CONTAINS ALL MATTERS AGREED ON AND SIGNED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.**

**(2) THE OBLIGATION TO NEGOTIATE IN GOOD FAITH UNDER PARAGRAPH (1)(II) OF THIS SUBSECTION:**

**(I) REQUIRES THAT AN EFFORT BE MADE BY BOTH PARTIES TO ARRIVE AT AN AGREEMENT AND REDUCE THE AGREEMENT TO WRITING WITHIN A REASONABLE PERIOD OF TIME; AND**

**(II) DOES NOT REQUIRE THAT ANY CONCESSION BE MADE BY EITHER PARTY.”.**

**AMENDMENT NO. 7**

On page 9, in line 13, strike “**23-708.**” and substitute “**23-710.**”; in line 30, strike “**OR**”; and after line 30, insert:

**“(3) DISCIPLINE OR FINE A MEMBER OF THE EMPLOYEE ORGANIZATION AS PUNISHMENT OR REPRISAL;**

**(4) DISCIPLINE OR FINE A MEMBER OF THE EMPLOYEE ORGANIZATION FOR THE PURPOSE OF IMPEDING THE MEMBER’S WORK PERFORMANCE; OR”.**

**AMENDMENT NO. 8**

On page 10, in line 1, strike “**(3)**” and substitute “**(5)**”; after line 2, insert:

“(C) (1) AN EMPLOYEE WHO IS A MEMBER OF A BARGAINING UNIT WITH A CERTIFIED EXCLUSIVE REPRESENTATIVE MAY, WITHOUT THE INTERVENTION OF AN EMPLOYEE ORGANIZATION, DISCUSS ANY MATTER WITH THE EMPLOYER.

(2) THIS SUBSECTION DOES NOT WAIVE THE RIGHT OF THE EMPLOYEE ORGANIZATION TO BE THE EXCLUSIVE BARGAINING REPRESENTATIVE FOR ISSUES RELATED TO WAGES, HOURS, AND WORKING CONDITIONS AND IS NOT INTENDED TO CREATE AN ALTERNATE PATH TO ALTER TERMS AND CONDITIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES.”;

in line 3, strike “23-709.” and substitute “23-711.”; after line 3, insert:

“(A) NOTWITHSTANDING ANY OTHER PROVISIONS OF LAW, IT IS THE EXCLUSIVE RIGHT OF THE EMPLOYER TO:

(1) DETERMINE THE PURPOSES AND OBJECTIVES OF EACH OF ITS CONSTITUENT OFFICES AND DEPARTMENTS;

(2) SET STANDARDS OF SERVICES TO BE OFFERED TO THE PUBLIC;

(3) EXERCISE CONTROL AND DISCRETION OVER ITS ORGANIZATION AND OPERATIONS; AND

(4) DETERMINE THE METHODS, MEANS, PERSONNEL, AND OTHER RESOURCES BY WHICH THE EMPLOYER’S OPERATIONS ARE TO BE CONDUCTED, INCLUDING:

(I) THE USE OF VOLUNTEERS; AND

(Over)

(II) THE CONTRACTING OUT OF WORK IF CONSIDERED NECESSARY.

(B) SUBJECT TO APPLICABLE PROVISIONS OF A COLLECTIVE BARGAINING AGREEMENT AND IN ACCORDANCE WITH THE BALTIMORE COUNTY CHARTER AND OTHER APPLICABLE LAWS, THE EMPLOYER MAY:

(1) DIRECT ITS EMPLOYEES;

(2) HIRE, PROMOTE, TRANSFER, ASSIGN, OR RETAIN EMPLOYEES;

(3) ESTABLISH REASONABLE WORK RULES; AND

(4) DEMOTE, SUSPEND, DISCHARGE, OR TAKE ANY OTHER DISCIPLINARY ACTION AGAINST ITS EMPLOYEES FOR JUST CAUSE.

(C) THE PROVISIONS OF THIS SECTION SHALL BE DEEMED TO BE PART OF EVERY AGREEMENT EXECUTED BETWEEN THE EMPLOYER AND A CERTIFIED EXCLUSIVE REPRESENTATIVE.

(D) THIS SECTION MAY NOT BE CONSTRUED TO DENY THE RIGHT OF AN EMPLOYEE TO SUBMIT A GRIEVANCE WITH REGARD TO THE EMPLOYER'S EXERCISE OF ITS RIGHTS UNDER THIS SECTION.

(E)";

after line 7, insert:

"23-712.

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

(2) "LOCKOUT" MEANS THE TEMPORARY WITHHOLDING OF WORK, BY MEANS OF SHUTTING DOWN AN OPERATION OR FUNCTION IN ORDER TO BRING PRESSURE ON EMPLOYEES OR ON THEIR REPRESENTATIVES TO ACCEPT A CHANGE IN COMPENSATION OR RIGHTS, PRIVILEGES, OBLIGATIONS, OR OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

(3) "SECONDARY BOYCOTT" MEANS AN ACTIVITY BY AN EMPLOYEE ORGANIZATION OR ITS MEMBERS THAT IS INTENDED TO INDUCE, ENCOURAGE, OR COERCE PERSONS DOING BUSINESS WITH THE EMPLOYER TO WITHHOLD, WITHDRAW, OR IN ANY RESPECT CURTAIL THEIR BUSINESS RELATIONS WITH THE COUNTY.

(4) "STRIKE" MEANS THE REFUSAL OR FAILURE BY AN EMPLOYEE OR GROUP OF EMPLOYEES TO PERFORM THEIR DUTIES OF EMPLOYMENT AS ASSIGNED IF A PURPOSE OF THE REFUSAL OR FAILURE IS TO INDUCE, FORCE, OR REQUIRE THE EMPLOYER TO ACT OR REFRAIN FROM ACTING WITH REGARD TO ANY MATTER.

(5) "WORK STOPPAGE" MEANS:

(I) THE WILLFUL ABSENCE OF A GROUP OF EMPLOYEES FROM THEIR POSITIONS;

(II) THE ENGAGING IN A SLOWDOWN BY EMPLOYEES; OR

(III) THE REFUSAL OF EMPLOYEES TO PERFORM JOB DUTIES.

(Over)

(B) IN GENERAL, STRIKES, WORK STOPPAGES, LOCKOUTS, AND SECONDARY BOYCOTTS ARE PROHIBITED.

(C) (1) EMPLOYEES AND EMPLOYEE ORGANIZATIONS MAY NOT ENGAGE IN, SPONSOR, INITIATE, SUPPORT, DIRECT, OR CONDONE A STRIKE, WORK STOPPAGE, OR SECONDARY BOYCOTT.

(2) EMPLOYEE ORGANIZATIONS MAY NOT ENGAGE IN, INITIATE, SPONSOR, OR SUPPORT, DIRECTLY OR INDIRECTLY, PICKETING OF THE EMPLOYER, ITS PROPERTY, OR FIELD OR OFFICE FACILITIES IN FURTHERANCE OF A STRIKE, WORK STOPPAGE, OR SECONDARY BOYCOTT.

(D) IF AN EMPLOYEE ORGANIZATION VIOLATES THIS SECTION, THE BOARD, AFTER A MAJORITY VOTE, MAY:

(1) REVOKE THE EMPLOYEE ORGANIZATION'S DESIGNATION AS CERTIFIED EXCLUSIVE REPRESENTATIVE;

(2) DISQUALIFY THE EMPLOYEE ORGANIZATION FROM PARTICIPATING IN REPRESENTATION ELECTIONS FOR A PERIOD OF UP TO 2 YEARS; AND

(3) TERMINATE IMMEDIATELY THE PAYROLL DEDUCTIONS FOR THE EMPLOYEE ORGANIZATION'S DUES.

(E) AN EMPLOYEE WHO VIOLATES THIS SECTION IS SUBJECT TO IMMEDIATE DISCIPLINARY ACTION, WHICH MAY INCLUDE PERMANENT DISMISSAL FROM THE EMPLOYMENT BY THE EMPLOYER FOR JUST CAUSE.

**(F) (1) THE EMPLOYER MAY NOT DIRECT A LOCKOUT AGAINST EMPLOYEES.**

**(2) THIS SUBSECTION MAY NOT BE CONSTRUED TO PROHIBIT THE EMPLOYER FROM EXERCISING ITS MANAGERIAL RIGHTS.**”;

and in line 9, strike “October” and substitute “July”.