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By: **Delegate DeCarlo**  
Introduced and read first time: March 9, 1998  
Assigned to: Rules and Executive Nominations

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A BILL ENTITLED

1 AN ACT concerning

2 **Education - Baltimore County - Organizations of Noncertificated Public**  
3 **School Employees - Service Fees**

4 FOR the purpose of requiring the Baltimore County Board of Education, with respect  
5 to noncertificated employees, to negotiate a structure of reasonable service fees  
6 to be charged nonmembers for representation in negotiations and grievance  
7 matters by employee organizations; providing that in Baltimore County when  
8 the County Board negotiates a structure of fees, each party shall confer in good  
9 faith at all reasonable times and reduce to writing the matters agreed on in  
10 negotiations, and neither party is required to agree to any proposal or make any  
11 concession.

12 BY repealing and reenacting, with amendments,  
13 Article - Education  
14 Section 6-504(d)  
15 Annotated Code of Maryland  
16 (1997 Replacement Volume and 1997 Supplement)

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

19 **Article - Education**

20 6-504.

21 (d) (1) (I) In Anne Arundel County [and Baltimore County], the County  
22 Board, with respect to noncertificated employees, may negotiate a structure of  
23 reasonable service fees to be charged nonmembers for representation in negotiations  
24 and grievance matters by employee organizations.

25 (II) IN BALTIMORE COUNTY, THE COUNTY BOARD, WITH RESPECT  
26 TO NONCERTIFICATED EMPLOYEES, SHALL NEGOTIATE A STRUCTURE OF  
27 REASONABLE SERVICE FEES TO BE CHARGED NONMEMBERS FOR REPRESENTATION  
28 IN NEGOTIATIONS AND GRIEVANCE MATTERS BY EMPLOYEE ORGANIZATIONS.

1 (2) In Anne Arundel County, if the County Board negotiates a structure  
2 of fees as authorized under this subsection:

3 (i) Each party shall:

- 4 1. Confer in good faith, at all reasonable times; and  
5 2. Reduce to writing the matters agreed on as a result of the  
6 negotiations; and

7 (ii) Neither party is required to agree to any proposal or to make  
8 any concession.

9 (3) (i) [The provisions of this paragraph apply if an agency or  
10 representation fee is negotiated in Baltimore County.] IN BALTIMORE COUNTY, WHEN  
11 THE COUNTY BOARD NEGOTIATES A STRUCTURE OF FEES AS AUTHORIZED UNDER  
12 THIS SUBSECTION:

13 1. EACH PARTY SHALL:

14 A. CONFER IN GOOD FAITH, AT ALL REASONABLE TIMES;  
15 AND

16 B. REDUCE TO WRITING THE MATTERS AGREED ON AS A  
17 RESULT OF THE NEGOTIATIONS; AND

18 2. NEITHER PARTY IS REQUIRED TO AGREE TO ANY  
19 PROPOSAL OR TO MAKE ANY CONCESSION.

20 (ii) 1. Subject to the provisions of sub-subparagraph 2 of this  
21 subparagraph, the employee organization designated as the exclusive representative  
22 for the public school employees shall indemnify and hold harmless the Board of  
23 Education of Baltimore County against any and all claims, demands, suits, or any  
24 other forms of liability that may arise out of, or by reason of, action taken by the  
25 Board for the purpose of complying with any of the agency or representation fee  
26 provisions of the negotiated agreement.

27 2. The Board shall retain without charge to the Board the  
28 services of counsel that are designated by the exclusive representative with regard to  
29 any claim, demand, suit, or any other liability that may arise out of, or by reason of,  
30 action taken by the Board for the purpose of complying with any of the agency or  
31 representation fee provisions of the negotiated agreement.

32 (iii) The employee organization designated as the exclusive  
33 representative shall submit to the Board an annual audit from an external auditor  
34 that reflects the operational expenses of the employee organization and explains how  
35 the representation fee is calculated based on the audit.

36 (iv) 1. The agency or representation fee shall be based only on  
37 the expenses incurred by the employee organization in its representation in

