

HOUSE BILL 1243

P4, F1

9lr1312
CF SB 673

By: **Delegates Hixson, Ali, Barkley, Bobo, Bronrott, G. Clagett, Conaway, Dumais, Feldman, Gaines, Harrison, Haynes, Healey, Hubbard, Hucker, Ivey, Jones, Kirk, Kramer, Lee, Levi, Levy, Manno, McHale, Minnick, Montgomery, Proctor, Ramirez, Rice, Riley, Robinson, Taylor, Vaughn, and Waldstreicher**

Introduced and read first time: February 13, 2009

Assigned to: Ways and Means

A BILL ENTITLED

1 AN ACT concerning

2 **Fairness in Negotiations Act**

3 FOR the purpose of requiring certain collective bargaining agreements to provide for
4 binding arbitration of the grievances arising under the agreements that the
5 parties have agreed to be subject to arbitration; requiring a public school
6 employer and an exclusive representative of certain public school employees to
7 negotiate in a certain manner; including, for certain certificated employee
8 organizations, employee transfers and assignments among the matters that
9 may be negotiated on request under certain circumstances; including, for
10 certain noncertificated employee organizations, the discipline and discharge of
11 an employee for just cause and employee transfers and assignments among the
12 matters that may be negotiated on request under certain circumstances;
13 repealing certain provisions of law concerning negotiations between a public
14 school employer and certain employee organizations; requiring a public school
15 employer and an exclusive representative to mediate certain differences on the
16 demand of the public school employer or the exclusive representative under
17 certain circumstances; requiring the party demanding mediation to deliver a
18 copy of the demand to the State Superintendent of Schools; authorizing the
19 public school employer and the exclusive representative mutually to consent to
20 request the State Superintendent to provide certain assistance and advice;
21 requiring the public school employer and the exclusive representative to select a
22 neutral mediator to conduct the mediation within a certain period of time and in
23 a certain manner; requiring mediation to commence within a certain period of
24 time after a neutral party is selected; requiring mediation to conclude within a
25 certain period of time; prohibiting the mediator from issuing certain written
26 findings or other documents under certain circumstances; requiring the parties
27 to the mediation to share equally the costs of the mediator; requiring the public

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 school employer and the exclusive representative to arbitrate all differences
2 under certain circumstances; requiring the party demanding arbitration to
3 deliver a copy of the demand to the State Superintendent; requiring the public
4 school employer and the exclusive representative to select an arbitrator to
5 conduct the arbitration within a certain period of time and in a certain manner;
6 requiring arbitration to commence within a certain period of time after an
7 arbitrator is selected; providing that arbitration commences under certain
8 circumstances; requiring last and best offers to list separately certain terms or
9 conditions and demands; requiring the public school employer and the exclusive
10 representative each to deliver a copy of their last and best offer to the
11 arbitrator; requiring the arbitrator to perform certain duties under certain
12 circumstances; providing that the arbitrator has full authority to hear and
13 decide certain issues in dispute; requiring the arbitrator to conclude the
14 arbitration within a certain period of time; requiring the arbitrator to issue the
15 written award within a certain period of time; requiring the arbitrator to decide
16 between certain last and final offers of the public school employer and the
17 exclusive representative; establishing that the arbitrator's finding on an issue in
18 dispute is final and binding on the public school employer and the exclusive
19 representative and is a self-executing mandate on certain parties; providing
20 that the written award is subject to certain provisions of law; requiring the
21 arbitrator to deliver a copy of the written award to certain parties; authorizing
22 the public school employer and the exclusive representative to agree to waive
23 certain time limits; requiring the parties to the arbitration to share equally the
24 costs of the arbitration; establishing that certain provisions of law apply to
25 certain disputes between a public school employer and an exclusive
26 representative; requiring the public school employer and the exclusive
27 representative to arbitrate certain disputes under certain circumstances;
28 requiring the party demanding arbitration to deliver a copy of the demand to
29 certain parties; requiring the public school employer and the exclusive
30 representative to select an arbitrator to conduct the arbitration within a certain
31 period of time and in a certain manner; requiring the arbitrator to commence
32 the arbitration within a certain period of time; authorizing the arbitrator to
33 perform certain acts; establishing that a prior order, action, or opinion issued by
34 the State Board of Education does not constitute binding precedent in
35 arbitration after the enactment of certain provisions of law; requiring an
36 arbitrator to conclude an arbitration within a certain period of time in a certain
37 manner; requiring an arbitrator to issue a ruling within a certain period of time;
38 establishing that the arbitrator's finding is final and binding on the public
39 school employer and the exclusive representative and is a self-executing
40 mandate on certain parties; requiring the parties to the arbitration to share
41 equally the costs of the arbitration; requiring the arbitrator to deliver a copy of
42 the written award to certain parties; defining certain terms; making stylistic
43 changes; and generally relating to public school education, collective bargaining,
44 and dispute resolution.

45 BY repealing and reenacting, with amendments,
46 Article – Education
47 Section 6–401, 6–408, 6–501, and 6–510

1 Annotated Code of Maryland
2 (2008 Replacement Volume)

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

5 **Article – Education**

6 6–401.

7 (a) In this subtitle the following words have the meanings indicated.

8 (B) **“ARBITRATE” MEANS THE PRESENTATION TO AN ARBITRATOR FOR**
9 **A FINAL AND BINDING DETERMINATION OF A DISPUTE:**

10 (1) **ABOUT THE PROPER APPLICATION OR INTERPRETATION OF A**
11 **PROVISION OF THIS SUBTITLE; OR**

12 (2) **ARISING UNDER THIS SUBTITLE.**

13 (C) **“ARBITRATOR” MEANS A NEUTRAL INDIVIDUAL ENGAGED BY A**
14 **PUBLIC SCHOOL EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE TO MAKE A**
15 **FINAL AND BINDING DETERMINATION OF A DISPUTE UNDER THIS SUBTITLE.**

16 [(b)] (D) **“Employee organization” means an organization that:**

17 (1) Includes certificated employees of a public school employer or
18 individuals of equivalent status in Baltimore City; and

19 (2) Has as one of its main purposes the representation of the
20 employees in their relations with that public school employer.

21 [(c)] (E) (1) **“Home and hospital teacher” means a teacher employed by a**
22 **public school employer to provide instructional services to a public school student who**
23 **is unable to function effectively in the classroom setting due to the student’s medical,**
24 **physical, or emotional condition.**

25 (2) A home and hospital teacher may teach in:

26 (i) A private home;

27 (ii) A hospital;

28 (iii) A therapeutic center;

29 (iv) A school; or

1 (v) Any other appropriate site.

2 [(d)] (F) (1) “Public school employee” means a certificated professional
3 individual who is employed by a public school employer or an individual of equivalent
4 status in Baltimore City, except for a county superintendent or an individual
5 designated by the public school employer to act in a negotiating capacity as provided
6 in § 6–408(b) of this subtitle.

7 (2) In Montgomery County, “public school employees” include:

8 (i) Certificated and noncertificated substitute teachers
9 employed by the public school employer for at least 7 days before March 1 of the school
10 fiscal year ending June 30, 1978, and each year after; and

11 (ii) Home and hospital teachers employed by the public school
12 employer for at least 7 days before March 1 of the school fiscal year ending June 30,
13 2000, and each year after.

14 (3) In Baltimore County, “public school employee” includes:

15 (i) A secondary school nurse, an elementary school nurse, and a
16 special school nurse; and

17 (ii) Supervisory noncertificated employees as defined under §
18 6–501(h) of this title.

19 (4) In Frederick County, “public school employee” includes a social
20 worker employed by a public school employer.

21 (5) In Prince George’s County, “public school employee” includes home
22 and hospital teachers and Junior Reserve Officer Training Corps (JROTC) instructors.

23 (6) In Charles County and Garrett County, “public school employee”
24 includes Junior Reserve Officer Training Corps (JROTC) instructors.

25 (7) In Carroll County, “public school employee” includes supervisory
26 noncertificated employees as defined under § 6–501(h) of this title.

27 [(e)] (G) “Public school employer” means a county board of education or the
28 Baltimore City Board of School Commissioners.

29 6–408.

30 (a) [(1) In this section, “negotiate” includes the duty to:

31 (i) Confer in good faith, at all reasonable times; and

(ii) Reduce to writing the matters agreed on as a result of the negotiations.

(2)] WHEN A PUBLIC SCHOOL EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE NEGOTIATE UNDER THIS SECTION, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE SHALL:

(1) CONFER IN GOOD FAITH, AT ALL REASONABLE TIMES;

(2) HONOR AND ADMINISTER EXISTING AGREEMENTS;

(3) MAKE EVERY REASONABLE EFFORT TO CONCLUDE NEGOTIATIONS WITH A FINAL WRITTEN AGREEMENT IN A TIMELY MANNER; AND

(4) REDUCE TO WRITING THE MATTERS AGREED ON AS A RESULT OF THE NEGOTIATIONS.

(B) The agreements [may] **SHALL** provide for binding arbitration of the grievances arising under the agreement that the parties have agreed to be subject to arbitration.

[(b)] (C) (1) On request a public school employer or at least two of its designated representatives shall meet and negotiate with at least two representatives of the employee organization that is designated as the exclusive negotiating agent for the public school employees in a unit of the county on all matters that relate to [salaries, wages, hours, and other]:

(I) SALARIES;

(II) WAGES;

(III) HOURS; AND

(IV) OTHER working conditions, **INCLUDING EMPLOYEE TRANSFERS AND ASSIGNMENTS.**

(2) Except as provided in paragraph (3) of this subsection, a public school employer or at least two of its designated representatives may negotiate with at least two representatives of the employee organization that is designated as the exclusive negotiating agent for the public school employees in a unit of the county on other matters that are mutually agreed to by the employer and the employee organization.

(3) A public school employer may not negotiate the school calendar, the maximum number of students assigned to a class, or any matter that is precluded by applicable statutory law.

1 [(4) A matter that is not subject to negotiation under paragraph (2) of
2 this subsection because it has not been mutually agreed to by the employer and the
3 employee organization may not be raised in any action taken to resolve an impasse
4 under subsection (d) of this section.]

5 [(5)] (4) In Montgomery County, the exclusive negotiating agent for
6 the public school employees in a unit and the public school employer shall meet and
7 negotiate under this section the salaries, wages, hours, and other working conditions
8 of all persons actually employed as substitute teachers or home and hospital teachers.

9 [(c)] (D) The designation of representatives by the employer under this
10 section does not prevent the designated employee organization from appearing before
11 or making proposals to the public school employer at a public meeting or hearing.

12 [(d) (1) If, on the request of either party, the State Superintendent
13 determines from the facts that an impasse is reached in negotiations between a public
14 school employer and an employee organization that is designated as an exclusive
15 negotiating agent, the assistance and advice of the State Board may be requested,
16 with the consent of both parties.

17 (2) If consent is not given and at the request of either party, a panel
18 shall be named to aid in resolving the differences.

19 (3) The panel shall contain three individuals chosen as follows:

20 (i) One member is to be named by each party within 3 days;
21 and

22 (ii) The third member is to be chosen by the other two members
23 within 10 days after the request.

24 (4) The State Board or the panel selected shall meet with the parties
25 to aid in resolving the differences, and, if the matter is not resolved, shall make a
26 written report and recommendation within 30 days after the request.

27 (5) A copy of the report shall be sent to the representatives of the
28 public school employer and the employee organization.

29 (6) All costs of mediation shall be shared by the public school employer
30 and the employee organization.

31 (7) Notwithstanding any other provision of this subtitle, the public
32 school employer shall make the final determination as to matters that have been the
33 subject of negotiation, but this final determination is subject to the other provisions of
34 this article concerning the fiscal relationship between the public school employer and

the county commissioners, county council, and Mayor and City Council of Baltimore City.]

(E) (1) IF A PUBLIC SCHOOL EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE DO NOT CONCLUDE NEGOTIATIONS WITH A FINAL WRITTEN AGREEMENT WITHIN 30 CALENDAR DAYS AFTER THE FIRST BARGAINING SESSION UNDER SUBSECTION (C) OF THIS SECTION IS CONDUCTED, ON WRITTEN DEMAND OF THE PUBLIC SCHOOL EMPLOYER OR THE EXCLUSIVE REPRESENTATIVE, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE SHALL MEDIATE ALL DIFFERENCES.

(2) THE PARTY DEMANDING MEDIATION UNDER PARAGRAPH (1) OF THIS SUBSECTION SHALL DELIVER A COPY OF THE DEMAND TO THE STATE SUPERINTENDENT.

(3) WITH THE CONSENT OF THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE, THE ASSISTANCE AND ADVICE OF THE STATE SUPERINTENDENT MAY BE REQUESTED TO HELP RESOLVE THE ISSUES AT IMPASSE.

(4) WITHIN 10 CALENDAR DAYS AFTER A DEMAND FOR MEDIATION IS MADE, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE SHALL SELECT A NEUTRAL MEDIATOR TO CONDUCT THE MEDIATION, EITHER BY:

(I) AGREEMENT; OR

(II) ALTERNATE STRIKING FROM A LIST OF SEVEN NEUTRAL PARTIES FURNISHED BY:

1. THE FEDERAL MEDIATION AND CONCILIATION SERVICE; OR

2. THE AMERICAN ARBITRATION SERVICE.

(5) MEDIATION SHALL BEGIN WITHIN 15 DAYS AFTER A NEUTRAL PARTY IS SELECTED.

(6) MEDIATION SHALL CONCLUDE WITHIN 25 DAYS AFTER THE NEUTRAL PARTY IS SELECTED.

(7) THE MEDIATOR MAY NOT ISSUE WRITTEN FINDINGS OR OTHER DOCUMENTS CONCERNING DIFFERENCES BETWEEN THE PUBLIC

1 SCHOOL EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE, UNLESS THE
2 PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE AGREE.

3 (8) THE PARTIES TO THE MEDIATION SHALL SHARE THE COSTS
4 OF THE MEDIATOR EQUALLY.

5 (F) (1) IF A WRITTEN AGREEMENT IS NOT REACHED AFTER
6 MEDIATION, OR WITHIN 25 DAYS AFTER THE NEUTRAL PARTY IS SELECTED, ON
7 DEMAND OF THE PUBLIC SCHOOL EMPLOYER OR THE EXCLUSIVE
8 REPRESENTATIVE, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE
9 REPRESENTATIVE SHALL ARBITRATE ALL DIFFERENCES.

10 (2) THE PARTY DEMANDING ARBITRATION UNDER PARAGRAPH
11 (1) OF THIS SUBSECTION SHALL DELIVER A COPY OF THE DEMAND TO THE
12 STATE SUPERINTENDENT.

13 (3) WITHIN 10 CALENDAR DAYS AFTER A DEMAND FOR
14 ARBITRATION IS MADE, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE
15 REPRESENTATIVE SHALL SELECT AN ARBITRATOR TO CONDUCT THE
16 ARBITRATION, EITHER BY:

17 (I) AGREEMENT; OR

18 (II) ALTERNATE STRIKING FROM A LIST OF SEVEN
19 ARBITRATORS WHO ARE MEMBERS OF THE NATIONAL ACADEMY OF
20 ARBITRATORS FURNISHED BY:

21 1. THE FEDERAL MEDIATION AND CONCILIATION
22 SERVICE; OR

23 2. THE AMERICAN ARBITRATION SERVICE.

24 (4) ARBITRATION SHALL BEGIN WITHIN 5 DAYS AFTER AN
25 ARBITRATOR IS SELECTED.

26 (5) ARBITRATION COMMENCES WHEN THE PUBLIC SCHOOL
27 EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE EXCHANGE LAST AND BEST
28 OFFERS.

29 (6) THE LAST AND BEST OFFERS SHALL LIST SEPARATELY EVERY
30 TERM OR CONDITION OF EMPLOYMENT IN DISPUTE AND THE DEMAND OF THE
31 PARTY MAKING THE LAST AND BEST OFFER.

1 (7) THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE
2 REPRESENTATIVE EACH SHALL DELIVER A COPY OF THEIR LAST AND BEST
3 OFFER TO THE ARBITRATOR.

4 (8) THE ARBITRATOR SHALL:

5 (I) OPEN THE ARBITRATION RECORD WITHIN 25 DAYS
6 AFTER THE ARBITRATOR IS SELECTED;

7 (II) CONVENE AND ADJOURN A HEARING;

8 (III) ADMINISTER OATHS;

9 (IV) ISSUE SUBPOENAS DUCES TECUM TO COMPEL THE
10 PRODUCTION OF RELEVANT AND NONPRIVILEGED DOCUMENTS AND OTHER
11 TANGIBLE EVIDENCE TO BE PRODUCED AT A TIME BEFORE A HEARING OR AT A
12 HEARING;

13 (V) ISSUE SUBPOENAS TO COMPEL THE ATTENDANCE AND
14 TESTIMONY OF WITNESSES;

15 (VI) SEQUESTER WITNESSES, IF REQUESTED;

16 (VII) DECIDE WHETHER TO HEAR EVIDENCE THROUGH A
17 PROFFER; AND

18 (VIII) RECEIVE AND CONSIDER EVIDENCE REGARDING:

19 1. THE WAGES, HOURS, WORKING CONDITIONS, OR
20 OTHER TERMS AND CONDITIONS OF EMPLOYMENT OF SIMILAR PUBLIC
21 EMPLOYEES IN COMPARABLE SURROUNDING JURISDICTIONS AND IN
22 COMPARABLE JURISDICTIONS OUTSIDE THE STATE;

23 2. THE INTERESTS AND WELFARE OF THE PUBLIC
24 AND THE REASONABLE INTERESTS OF THE EMPLOYEES REPRESENTED;

25 3. THE VALUE TO THE PUBLIC OF THE SERVICES
26 PERFORMED BY THE EMPLOYEES REPRESENTED;

27 4. THE VALUE OF COLLABORATIVE
28 LABOR-MANAGEMENT PROGRAMS DESIGNED TO ENHANCE EDUCATIONAL
29 QUALITY, STAFF DEVELOPMENT, SCHOOL-BASED DECISION MAKING, JOINT
30 LABOR-MANAGEMENT COMMITTEES, AND OTHER EXAMPLES OF FUNCTIONAL
31 COOPERATION BETWEEN EDUCATORS AND MANAGEMENT; AND

1 **5. THE ABILITY OF THE PUBLIC SCHOOL EMPLOYER**
2 **AND THE COUNTY SERVED BY THE PUBLIC SCHOOL EMPLOYER TO FUND THE**
3 **FINAL OFFERS PROPOSED AND OTHER PERSONNEL COSTS PAID FROM THE**
4 **COUNTY'S GENERAL FUND.**

5 **(9) THE ARBITRATOR HAS FULL AUTHORITY TO HEAR AND**
6 **DECIDE ALL ISSUES IN DISPUTE, INCLUDING MATTERS OF PROCEDURE AND THE**
7 **SCOPE OF THE ARBITRATION.**

8 **(10) THE ARBITRATOR SHALL CONCLUDE THE ARBITRATION BY**
9 **ISSUING A WRITTEN AWARD WITHIN 30 DAYS OF THE RECORD BEING OPENED.**

10 **(11) THE ARBITRATOR SHALL ISSUE THE WRITTEN AWARD WITHIN**
11 **7 DAYS AFTER THE ARBITRATION RECORD IS CLOSED.**

12 **(12) FOR EACH TERM OR CONDITION IN DISPUTE, THE**
13 **ARBITRATOR SHALL SUSTAIN EITHER THE LAST AND FINAL OFFER OF THE**
14 **PUBLIC SCHOOL EMPLOYER OR THE LAST AND FINAL OFFER OF THE EXCLUSIVE**
15 **REPRESENTATIVE.**

16 **(13) THE ARBITRATOR'S FINDING ON AN ISSUE IN DISPUTE IS:**

17 **(I) FINAL AND BINDING ON THE PUBLIC SCHOOL**
18 **EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE; AND**

19 **(II) A SELF-EXECUTING MANDATE ON THE PUBLIC SCHOOL**
20 **EMPLOYER AND THE GOVERNING BODY OF THE COUNTY SERVED BY THE PUBLIC**
21 **SCHOOL EMPLOYER.**

22 **(14) THE WRITTEN AWARD IS SUBJECT TO OTHER PROVISIONS OF**
23 **THIS ARTICLE CONCERNING THE FISCAL RELATIONSHIP BETWEEN THE PUBLIC**
24 **SCHOOL EMPLOYER AND THE GOVERNING BODY OF A COUNTY.**

25 **(15) THE ARBITRATOR SHALL DELIVER A COPY OF THE WRITTEN**
26 **AWARD TO THE PUBLIC SCHOOL EMPLOYER, THE EXCLUSIVE REPRESENTATIVE,**
27 **AND THE STATE SUPERINTENDENT.**

28 **(16) THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE**
29 **REPRESENTATIVE MAY AGREE TO WAIVE THE TIME LIMITS UNDER THIS**
30 **SUBSECTION.**

31 **(17) THE PARTIES TO THE ARBITRATION SHALL SHARE EQUALLY**
32 **THE COSTS OF THE ARBITRATION.**

1 **(G) (1) THIS SUBSECTION APPLIES TO A DISPUTE BETWEEN A PUBLIC**
2 **SCHOOL EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE CONCERNING:**

3 **(I) THE APPLICATION OR INTERPRETATION OF THIS**
4 **SUBTITLE;**

5 **(II) THE DUTY TO BARGAIN; OR**

6 **(III) AN ALLEGED UNFAIR LABOR PRACTICE.**

7 **(2) ON DEMAND OF THE PUBLIC SCHOOL EMPLOYER OR THE**
8 **EXCLUSIVE REPRESENTATIVE, THE PUBLIC SCHOOL EMPLOYER AND THE**
9 **EXCLUSIVE REPRESENTATIVE SHALL ARBITRATE A DISPUTE.**

10 **(3) THE PARTY DEMANDING ARBITRATION SHALL DELIVER A**
11 **COPY OF THE DEMAND TO THE PARTY AGAINST WHOM THE DEMAND IS MADE**
12 **AND THE STATE SUPERINTENDENT.**

13 **(4) WITHIN 10 CALENDAR DAYS AFTER A DEMAND FOR**
14 **ARBITRATION IS MADE, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE**
15 **REPRESENTATIVE SHALL SELECT AN ARBITRATOR TO CONDUCT THE**
16 **ARBITRATION, EITHER BY:**

17 **(I) AGREEMENT; OR**

18 **(II) ALTERNATE STRIKING FROM A LIST OF SEVEN**
19 **ARBITRATORS WHO ARE MEMBERS OF THE NATIONAL ACADEMY OF**
20 **ARBITRATORS FURNISHED BY:**

21 **1. THE FEDERAL MEDIATION AND CONCILIATION**
22 **SERVICE; OR**

23 **2. THE AMERICAN ARBITRATION SERVICE.**

24 **(5) THE ARBITRATOR SHALL COMMENCE THE ARBITRATION**
25 **WITHIN 25 DAYS AFTER THE ARBITRATOR IS SELECTED.**

26 **(6) THE ARBITRATOR MAY:**

27 **(I) CONVENE AND ADJOURN A HEARING;**

28 **(II) ADMINISTER OATHS;**

1 (III) ISSUE SUBPOENAS DUCES TECUM TO COMPEL THE
2 PRODUCTION OF RELEVANT AND NONPRIVILEGED DOCUMENTS AND OTHER
3 TANGIBLE EVIDENCE TO BE PRODUCED AT A TIME BEFORE A HEARING OR AT A
4 HEARING;

5 (IV) ISSUE SUBPOENAS TO COMPEL THE ATTENDANCE AND
6 TESTIMONY OF WITNESSES;

7 (V) SEQUESTER WITNESSES, IF REQUESTED;

8 (VI) DECIDE WHETHER TO HEAR EVIDENCE THROUGH A
9 PROFFER;

10 (VII) HAVE FULL AUTHORITY TO HEAR AND DECIDE ALL
11 ISSUES IN DISPUTE, INCLUDING MATTERS OF PROCEDURE AND THE SCOPE OF
12 THE ARBITRATION; AND

13 (VIII) RECEIVE AND CONSIDER RELEVANT EVIDENCE,
14 INCLUDING EVIDENCE UNDER SUBSECTION (F)(8)(VIII) OF THIS SECTION.

15 (7) A PRIOR ORDER, ACTION, OR OPINION ISSUED BY THE STATE
16 BOARD BEFORE THE ENACTMENT OF THIS SUBSECTION DOES NOT CONSTITUTE
17 BINDING PRECEDENT IN ARBITRATION AFTER THE ENACTMENT OF THIS
18 SUBSECTION.

19 (8) THE ARBITRATOR SHALL CONCLUDE THE ARBITRATION BY
20 ISSUING A WRITTEN RULING WITHIN 30 DAYS OF THE RECORD BEING OPENED.

21 (9) THE ARBITRATOR SHALL ISSUE THE RULING WITHIN 7 DAYS
22 AFTER THE ARBITRATION RECORD IS CLOSED.

23 (10) THE ARBITRATOR'S RULING IS:

24 (I) FINAL AND BINDING ON THE PUBLIC SCHOOL
25 EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE; AND

26 (II) A SELF-EXECUTING MANDATE ON THE PARTIES TO THE
27 COLLECTIVE BARGAINING AGREEMENT.

28 (11) THE PARTIES TO THE ARBITRATION SHALL SHARE EQUALLY
29 THE COSTS OF THE ARBITRATION.

1 **(12) THE ARBITRATOR SHALL DELIVER A COPY OF THE WRITTEN**
2 **AWARD TO THE PUBLIC SCHOOL EMPLOYER, THE EXCLUSIVE REPRESENTATIVE,**
3 **AND THE STATE SUPERINTENDENT.**

4 6-501.

5 (a) In this subtitle the following words have the meanings indicated.

6 **(B) “ARBITRATE” MEANS THE PRESENTATION TO AN ARBITRATOR FOR**
7 **A FINAL AND BINDING DETERMINATION OF A DISPUTE:**

8 **(1) ABOUT THE PROPER APPLICATION OR INTERPRETATION OF A**
9 **PROVISION OF THIS SUBTITLE; OR**

10 **(2) ARISING UNDER THIS SUBTITLE.**

11 **(C) “ARBITRATOR” MEANS A NEUTRAL INDIVIDUAL ENGAGED BY A**
12 **PUBLIC SCHOOL EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE TO MAKE A**
13 **FINAL AND BINDING DETERMINATION OF A DISPUTE UNDER THIS SUBTITLE.**

14 [(b)] **(D) “Confidential employee”** includes an individual whose employment
15 responsibilities require knowledge of the public school employer’s posture in the
16 collective negotiation process, as determined by the public school employer in
17 negotiations with an employee organization that requests negotiation on this issue.

18 [(c)] **(E) “Employee organization”** means an organization that:

19 (1) Includes noncertificated employees of a public school employer; and

20 (2) Has as one of its main purposes the representation of the
21 employees in their relations with that public school employer.

22 [(d)] **(F) “Management personnel”** includes an individual who is engaged
23 mainly in executive and managerial functions, as determined by the public school
24 employer in negotiation with an employee organization that requests negotiation on
25 this issue.

26 [(e)] **(G) “Noncertificated employee”**, in Montgomery County, means only a
27 full-time employee.

28 [(f)] **(H) (1) “Public school employee”** means a noncertificated individual
29 who is employed for at least 9 months a year on a full-time basis by a public school
30 employer.

(2) “Public school employee” includes a noncertificated employee in Baltimore City notwithstanding that the noncertificated employee does not work for at least 9 months a year on a full-time basis.

(3) “Public school employee” does not include:

(i) Management personnel;

(ii) A confidential employee; or

(iii) Any individual designated by the public school employer to act in a negotiating capacity as provided in § 6–510(b) of this subtitle.

[(g)] (I) (1) “Public school employer” means the county board in each county.

(2) “Public school employer” includes the Baltimore City Board of School Commissioners.

[(h)] (J) “Supervisory employee” includes any individual who responsibly directs the work of other employees, as determined by the public school employer in negotiation with an employee organization that requests negotiation on this issue.

6–510.

(a) [(1) In this section, “negotiate” includes the duty to:

(i) Confer in good faith, at all reasonable times; and

(ii) Reduce to writing the matters agreed on as a result of the negotiations.

(2)] WHEN A PUBLIC SCHOOL EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE NEGOTIATE UNDER THIS SECTION, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE SHALL:

(1) CONFER IN GOOD FAITH, AT ALL REASONABLE TIMES;

(2) HONOR AND ADMINISTER EXISTING AGREEMENTS;

(3) MAKE EVERY REASONABLE EFFORT TO CONCLUDE NEGOTIATIONS WITH A FINAL WRITTEN AGREEMENT IN A TIMELY MANNER; AND

(4) REDUCE TO WRITING THE MATTERS AGREED ON AS A RESULT OF THE NEGOTIATIONS.

1 **(B)** The agreements [may] **SHALL** provide for binding arbitration of the
2 grievances arising under the agreement that the parties have agreed to be subject to
3 arbitration.

4 **[(b)] (C)** (1) On request, a public school employer or at least two of its
5 designated representatives shall meet and negotiate with at least two representatives
6 of the employee organization that is designated as the exclusive negotiating agent for
7 the public school employees in a unit of the county on all matters that relate to
8 [salaries, wages, hours, and other]:

9 **(I) SALARIES;**

10 **(II) WAGES;**

11 **(III) HOURS; AND**

12 **(IV) OTHER working conditions, INCLUDING:**

13 **1. THE DISCIPLINE AND DISCHARGE OF AN**
14 **EMPLOYEE FOR JUST CAUSE; AND**

15 **2. EMPLOYEE TRANSFERS AND ASSIGNMENTS.**

16 (2) Except as provided in paragraph (3) of this subsection, a public
17 school employer or at least two of its designated representatives may negotiate with at
18 least two representatives of the employee organization that is designated as the
19 exclusive negotiating agent for the public school employees in a unit of the county on
20 other matters[, including due process for discipline and discharge,] that are mutually
21 agreed to by the employer and the employee organization.

22 (3) A public school employer may not negotiate the school calendar,
23 the maximum number of students assigned to a class, or any matter that is precluded
24 by applicable statutory law.

25 **[(4)** A matter that is not subject to negotiation under paragraph (2) of
26 this subsection because it has not been mutually agreed to by the employer and the
27 employee organization may not be raised in any action taken to resolve an impasse
28 under subsection (d) of this section.]

29 **[(c)] (D)** The designation of representatives by the employer under this
30 section does not prevent an employee organization from appearing before or making
31 proposals to the public school employer at a public meeting or hearing.

32 **[(d)** (1) If, on the request of either party, the State Superintendent
33 determines from the facts that an impasse is reached in negotiations between a public
34 school employer and an employee organization that is designated as an exclusive

1 negotiating agent, the assistance and advice of the State Board may be requested,
2 with the consent of both parties.

3 (2) If consent is not given and at the request of either party, a panel
4 shall be named to aid in resolving the differences.

5 (3) The panel shall contain three individuals chosen as follows:

6 (i) One member is to be named by each party within 3 days;
7 and

8 (ii) The third member is to be chosen by the other two members
9 within 10 days after the request.

10 (4) The State Board or the panel selected shall meet with the parties
11 to aid in resolving the differences, and, if the matter is not resolved, shall make a
12 written report and recommendation within 30 days after the request.

13 (5) A copy of the report shall be sent to representatives of the public
14 school employer and the employee organization.

15 (6) All costs of the impasse proceedings, including mediation, shall be
16 shared equally by the public school employer and the employee organization.

17 (7) Notwithstanding any other provision of this subtitle, the public
18 school employer shall make the final determination as to matters which have been the
19 subject of negotiation, but this final determination is subject to the other provisions of
20 this article concerning the fiscal relationship between the public school employer and
21 the county commissioners and county council.]

22 **(E) (1) A PUBLIC SCHOOL EMPLOYER AND AN EXCLUSIVE**
23 **REPRESENTATIVE SHALL MAKE EVERY REASONABLE EFFORT TO CONCLUDE**
24 **NEGOTIATIONS WITH A FINAL WRITTEN AGREEMENT IN A TIMELY MANNER.**

25 **(2) IF A PUBLIC SCHOOL EMPLOYER AND AN EXCLUSIVE**
26 **REPRESENTATIVE DO NOT CONCLUDE NEGOTIATIONS WITH A FINAL WRITTEN**
27 **AGREEMENT WITHIN 30 CALENDAR DAYS AFTER THE FIRST BARGAINING**
28 **SESSION UNDER SUBSECTION (C) OF THIS SECTION IS CONDUCTED, ON THE**
29 **WRITTEN DEMAND OF EITHER THE PUBLIC SCHOOL EMPLOYER OR THE**
30 **EXCLUSIVE REPRESENTATIVE, THE PUBLIC SCHOOL EMPLOYER AND THE**
31 **EXCLUSIVE REPRESENTATIVE SHALL MEDIATE ALL DIFFERENCES.**

32 **(3) THE PARTY DEMANDING MEDIATION UNDER PARAGRAPH (2)**
33 **OF THIS SUBSECTION SHALL DELIVER A COPY OF THE DEMAND TO THE STATE**
34 **SUPERINTENDENT.**

1 (4) ON THE CONSENT OF THE PUBLIC SCHOOL EMPLOYER AND
2 THE EXCLUSIVE REPRESENTATIVE, THE ASSISTANCE AND ADVICE OF THE STATE
3 SUPERINTENDENT MAY BE REQUESTED TO HELP RESOLVE THE ISSUES AT
4 IMPASSE.

5 (5) WITHIN 10 CALENDAR DAYS AFTER A DEMAND FOR
6 MEDIATION IS MADE, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE
7 REPRESENTATIVE SHALL SELECT A NEUTRAL MEDIATOR TO CONDUCT THE
8 MEDIATION, EITHER BY:

9 (I) AGREEMENT; OR

10 (II) ALTERNATE STRIKING FROM A LIST OF SEVEN NEUTRAL
11 PARTIES FURNISHED BY:

12 1. THE FEDERAL MEDIATION AND CONCILIATION
13 SERVICE; OR

14 2. THE AMERICAN ARBITRATION SERVICE.

15 (6) MEDIATION SHALL BEGIN WITHIN 15 DAYS AFTER A NEUTRAL
16 PARTY IS SELECTED.

17 (7) MEDIATION SHALL CONCLUDE WITHIN 25 DAYS AFTER THE
18 NEUTRAL PARTY IS SELECTED.

19 (8) THE MEDIATOR MAY NOT ISSUE WRITTEN FINDINGS OR
20 OTHER DOCUMENTS CONCERNING DIFFERENCES BETWEEN THE PUBLIC
21 SCHOOL EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE, UNLESS THE
22 PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE AGREE.

23 (9) THE PARTIES TO THE MEDIATION SHALL SHARE EQUALLY THE
24 COSTS OF THE MEDIATOR.

25 (F) (1) IF A WRITTEN AGREEMENT IS NOT REACHED AFTER
26 MEDIATION, OR WITHIN 25 DAYS AFTER THE NEUTRAL PARTY IS SELECTED, ON
27 DEMAND OF THE PUBLIC SCHOOL EMPLOYER OR THE EXCLUSIVE
28 REPRESENTATIVE, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE
29 REPRESENTATIVE SHALL ARBITRATE ALL DIFFERENCES.

30 (2) THE PARTY DEMANDING ARBITRATION UNDER PARAGRAPH
31 (1) OF THIS SUBSECTION SHALL DELIVER A COPY OF THE DEMAND TO THE
32 STATE SUPERINTENDENT.

1 (3) **WITHIN 10 CALENDAR DAYS AFTER A DEMAND FOR**
2 **ARBITRATION IS MADE, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE**
3 **REPRESENTATIVE SHALL SELECT AN ARBITRATOR TO CONDUCT THE**
4 **ARBITRATION, EITHER BY:**

5 (I) **AGREEMENT; OR**

6 (II) **ALTERNATE STRIKING FROM A LIST OF SEVEN**
7 **ARBITRATORS WHO ARE MEMBERS OF THE NATIONAL ACADEMY OF**
8 **ARBITRATORS FURNISHED BY:**

9 1. **THE FEDERAL MEDIATION AND CONCILIATION**
10 **SERVICE; OR**

11 2. **THE AMERICAN ARBITRATION SERVICE.**

12 (4) **ARBITRATION SHALL BEGIN WITHIN 5 DAYS AFTER AN**
13 **ARBITRATOR IS SELECTED.**

14 (5) **ARBITRATION COMMENCES WHEN THE PUBLIC SCHOOL**
15 **EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE EXCHANGE LAST AND BEST**
16 **OFFERS.**

17 (6) **THE LAST AND BEST OFFERS SHALL LIST SEPARATELY EVERY**
18 **TERM OR CONDITION OF EMPLOYMENT IN DISPUTE AND THE DEMAND OF THE**
19 **PARTY MAKING THE LAST AND BEST OFFER.**

20 (7) **THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE**
21 **REPRESENTATIVE EACH SHALL DELIVER A COPY OF THEIR LAST AND BEST**
22 **OFFER TO THE ARBITRATOR.**

23 (8) **THE ARBITRATOR SHALL:**

24 (I) **OPEN THE ARBITRATION RECORD WITHIN 25 DAYS**
25 **AFTER AN ARBITRATOR IS SELECTED;**

26 (II) **CONVENE AND ADJOURN A HEARING;**

27 (III) **ADMINISTER OATHS;**

28 (IV) **ISSUE SUBPOENAS DUCES TECUM TO COMPEL THE**
29 **PRODUCTION OF RELEVANT AND NONPRIVILEGED DOCUMENTS AND OTHER**
30 **TANGIBLE EVIDENCE TO BE PRODUCED AT A TIME BEFORE A HEARING OR AT A**
31 **HEARING;**

1 (V) **ISSUE SUBPOENAS TO COMPEL THE ATTENDANCE AND**
2 **TESTIMONY OF WITNESSES;**

3 (VI) **SEQUESTER WITNESSES, IF REQUESTED;**

4 (VII) **DECIDE WHETHER TO HEAR EVIDENCE THROUGH A**
5 **PROFFER; AND**

6 (VIII) **RECEIVE AND CONSIDER EVIDENCE REGARDING:**

7 1. **THE WAGES, HOURS, WORKING CONDITIONS, OR**
8 **OTHER TERMS AND CONDITIONS OF EMPLOYMENT OF SIMILAR PUBLIC**
9 **EMPLOYEES IN COMPARABLE SURROUNDING JURISDICTIONS AND IN**
10 **COMPARABLE JURISDICTIONS OUTSIDE THE STATE;**

11 2. **THE INTERESTS AND WELFARE OF THE PUBLIC**
12 **AND THE REASONABLE INTERESTS OF THE EMPLOYEES REPRESENTED;**

13 3. **THE VALUE TO THE PUBLIC OF THE SERVICES**
14 **PERFORMED BY THE EMPLOYEES REPRESENTED;**

15 4. **THE VALUE OF COLLABORATIVE**
16 **LABOR-MANAGEMENT PROGRAMS DESIGNED TO ENHANCE EDUCATIONAL**
17 **QUALITY, STAFF DEVELOPMENT, SCHOOL-BASED DECISION MAKING, JOINT**
18 **LABOR-MANAGEMENT COMMITTEES, AND OTHER EXAMPLES OF FUNCTIONAL**
19 **COOPERATION BETWEEN EDUCATORS AND MANAGEMENT; AND**

20 5. **THE ABILITY OF THE PUBLIC SCHOOL EMPLOYER**
21 **AND THE COUNTY SERVED BY THE PUBLIC SCHOOL EMPLOYER TO FUND THE**
22 **FINAL OFFERS PROPOSED AND OTHER PERSONNEL COSTS PAID FROM THE**
23 **COUNTY'S GENERAL FUND.**

24 (9) **THE ARBITRATOR HAS FULL AUTHORITY TO HEAR AND**
25 **DECIDE ALL ISSUES IN DISPUTE, INCLUDING MATTERS OF PROCEDURE AND THE**
26 **SCOPE OF THE ARBITRATION.**

27 (10) **THE ARBITRATOR SHALL CONCLUDE THE ARBITRATION BY**
28 **ISSUING A WRITTEN AWARD WITHIN 30 DAYS OF THE RECORD BEING OPENED.**

29 (11) **THE ARBITRATOR SHALL ISSUE THE WRITTEN AWARD WITHIN**
30 **7 DAYS AFTER THE ARBITRATION RECORD IS CLOSED.**

1 **(12) FOR EACH TERM OR CONDITION IN DISPUTE, THE**
2 **ARBITRATOR SHALL SUSTAIN EITHER THE LAST AND FINAL OFFER OF THE**
3 **PUBLIC SCHOOL EMPLOYER OR THE LAST AND FINAL OFFER OF THE EXCLUSIVE**
4 **REPRESENTATIVE.**

5 **(13) THE ARBITRATOR'S FINDING ON AN ISSUE IN DISPUTE IS:**

6 **(I) FINAL AND BINDING ON THE PUBLIC SCHOOL**
7 **EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE; AND**

8 **(II) A SELF-EXECUTING MANDATE ON THE PUBLIC SCHOOL**
9 **EMPLOYER AND THE GOVERNING BODY OF THE COUNTY SERVED BY THE PUBLIC**
10 **SCHOOL EMPLOYER.**

11 **(14) THE WRITTEN AWARD IS SUBJECT TO OTHER PROVISIONS OF**
12 **THIS ARTICLE CONCERNING THE FISCAL RELATIONSHIP BETWEEN THE PUBLIC**
13 **SCHOOL EMPLOYER AND THE GOVERNING BODY OF A COUNTY.**

14 **(15) THE ARBITRATOR SHALL DELIVER A COPY OF THE WRITTEN**
15 **AWARD TO THE PUBLIC SCHOOL EMPLOYER, THE EXCLUSIVE REPRESENTATIVE,**
16 **AND THE STATE SUPERINTENDENT.**

17 **(16) THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE**
18 **REPRESENTATIVE MAY AGREE TO WAIVE THE TIME LIMITS UNDER THIS**
19 **SUBSECTION.**

20 **(17) THE PARTIES TO THE ARBITRATION SHALL SHARE EQUALLY**
21 **THE COSTS OF THE ARBITRATION.**

22 **(G) (1) THIS SUBSECTION APPLIES TO A DISPUTE BETWEEN A PUBLIC**
23 **SCHOOL EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE CONCERNING:**

24 **(I) THE APPLICATION OR INTERPRETATION OF THIS**
25 **SUBTITLE;**

26 **(II) THE DUTY TO BARGAIN; OR**

27 **(III) AN ALLEGED UNFAIR LABOR PRACTICE.**

28 **(2) ON DEMAND OF THE PUBLIC SCHOOL EMPLOYER OR THE**
29 **EXCLUSIVE REPRESENTATIVE, THE PUBLIC SCHOOL EMPLOYER AND THE**
30 **EXCLUSIVE REPRESENTATIVE SHALL ARBITRATE A DISPUTE.**

1 (3) THE PARTY DEMANDING ARBITRATION SHALL DELIVER A
2 COPY OF THE DEMAND TO THE PARTY AGAINST WHOM THE DEMAND IS MADE
3 AND THE STATE SUPERINTENDENT.

4 (4) WITHIN 10 CALENDAR DAYS AFTER A DEMAND FOR
5 ARBITRATION IS MADE, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE
6 REPRESENTATIVE SHALL SELECT AN ARBITRATOR TO CONDUCT THE
7 ARBITRATION, EITHER BY:

8 (I) AGREEMENT; OR

9 (II) ALTERNATE STRIKING FROM A LIST OF SEVEN
10 ARBITRATORS WHO ARE MEMBERS OF THE NATIONAL ACADEMY OF
11 ARBITRATORS FURNISHED BY:

12 1. THE FEDERAL MEDIATION AND CONCILIATION
13 SERVICE; OR

14 2. THE AMERICAN ARBITRATION SERVICE.

15 (5) THE ARBITRATOR SHALL COMMENCE THE ARBITRATION
16 WITHIN 25 DAYS AFTER THE ARBITRATOR IS SELECTED.

17 (6) THE ARBITRATOR MAY:

18 (I) CONVENE AND ADJOURN A HEARING;

19 (II) ADMINISTER OATHS;

20 (III) ISSUE SUBPOENAS DUCES TECUM TO COMPEL THE
21 PRODUCTION OF RELEVANT AND NONPRIVILEGED DOCUMENTS AND OTHER
22 TANGIBLE EVIDENCE TO BE PRODUCED AT A TIME BEFORE A HEARING OR AT A
23 HEARING;

24 (IV) ISSUE SUBPOENAS TO COMPEL THE ATTENDANCE AND
25 TESTIMONY OF WITNESSES;

26 (V) SEQUESTER WITNESSES, IF REQUESTED;

27 (VI) DECIDE WHETHER TO HEAR EVIDENCE THROUGH A
28 PROFFER;

1 **(VII) HAVE FULL AUTHORITY TO HEAR AND DECIDE ALL**
2 **ISSUES IN DISPUTE, INCLUDING MATTERS OF PROCEDURE AND THE SCOPE OF**
3 **THE ARBITRATION; AND**

4 **(VIII) RECEIVE AND CONSIDER RELEVANT EVIDENCE,**
5 **INCLUDING EVIDENCE UNDER SUBSECTION (F)(8)(VIII) OF THIS SECTION.**

6 **(7) A PRIOR ORDER, ACTION, OR OPINION ISSUED BY THE STATE**
7 **BOARD BEFORE THE ENACTMENT OF THIS SUBSECTION DOES NOT CONSTITUTE**
8 **BINDING PRECEDENT IN ARBITRATION AFTER THE ENACTMENT OF THIS**
9 **SUBSECTION.**

10 **(8) THE ARBITRATOR SHALL CONCLUDE THE ARBITRATION BY**
11 **ISSUING A WRITTEN RULING WITHIN 30 DAYS OF THE RECORD BEING OPENED.**

12 **(9) THE ARBITRATOR SHALL ISSUE THE RULING WITHIN 7 DAYS**
13 **AFTER THE ARBITRATION RECORD IS CLOSED.**

14 **(10) THE ARBITRATOR'S RULING IS:**

15 **(I) FINAL AND BINDING ON THE PUBLIC SCHOOL**
16 **EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE; AND**

17 **(II) A SELF-EXECUTING MANDATE ON THE PARTIES TO THE**
18 **COLLECTIVE BARGAINING AGREEMENT.**

19 **(11) THE PARTIES TO THE ARBITRATION SHALL SHARE EQUALLY**
20 **THE COSTS OF THE ARBITRATION.**

21 **(12) THE ARBITRATOR SHALL DELIVER A COPY OF THE WRITTEN**
22 **AWARD TO THE PUBLIC SCHOOL EMPLOYER, THE EXCLUSIVE REPRESENTATIVE,**
23 **AND THE STATE SUPERINTENDENT.**

24 **SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect**
25 **October 1, 2009.**