

HOUSE BILL 881

P4, F5

0lr0356
CF SB 225

By: **Delegates Hucker, Ali, Barkley, Barnes, Barve, Beidle, Benson, Bronrott, Davis, DeBoy, Dumais, Feldman, Frick, Frush, Gaines, Gilchrist, Glenn, Gutierrez, Guzzone, Healey, Heller, Hixson, Holmes, Howard, Ivey, Jones, Kaiser, Lee, Levi, Manno, McIntosh, Mizeur, Montgomery, Niemann, Oaks, Proctor, Ramirez, Reznik, Rice, Robinson, Ross, Sophocleus, V. Turner, Vaughn, and Waldstreicher**

Introduced and read first time: February 10, 2010

Assigned to: Appropriations

A BILL ENTITLED

1 AN ACT concerning

2 **Libraries – Collective Bargaining**

3 FOR the purpose of establishing a process for collective bargaining between certain
4 library employees and certain library system employers; authorizing employees
5 to perform certain acts related to collective bargaining; authorizing an exclusive
6 representative to enforce certain collective bargaining agreement provisions;
7 prohibiting an employer and an employer's agents from performing certain acts
8 related to collective bargaining; prohibiting an employee organization and an
9 employee organization's agents from performing certain acts related to
10 collective bargaining; establishing certain collective bargaining units to
11 represent certain employees; requiring an employer to recognize the right of an
12 exclusive representative to represent certain employees in certain matters;
13 requiring an exclusive representative to serve as the sole bargaining agent for
14 certain employees in certain matters; providing that certain provisions of law
15 supersede certain other provisions of law under certain circumstances;
16 requiring an exclusive representative to represent certain employees in a
17 certain manner; authorizing an employee or an employee organization seeking
18 to designate an employee organization as an exclusive representative to perform
19 certain acts; requiring a neutral third party to certify an employee organization
20 as the exclusive representative of a bargaining unit under certain
21 circumstances; establishing a certain process to resolve certain disputes related
22 to the representation of certain employees in collective bargaining; requiring
23 certain parties to pay certain costs of a neutral third party under certain
24 circumstances; requiring an employer and an exclusive representative to
25 execute a collective bargaining agreement incorporating certain topics of
26 agreement; requiring an employer and an exclusive representative to bargain

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



collectively about certain topics of negotiation; prohibiting a neutral third party from amending the provisions of a collective bargaining agreement under certain circumstances; establishing a process for the resolution of certain disputes about the negotiability of certain topics; requiring uniform salaries and wages for employees in the same classification under a collective bargaining agreement; requiring a grievance procedure under a collective bargaining agreement to exclusively govern grievance for certain employees; establishing that a collective bargaining agreement supersedes a conflicting employer policy; requiring a collective bargaining agreement to expire at the end of a fiscal year; making a term of a collective bargaining agreement with a certain fiscal impact effective on the approval of a board of library trustees; establishing a process for the resolution of differences over topics of negotiation in collective bargaining; establishing a process for the board of library trustees to consider whether to approve or reject a term of a collective bargaining agreement with a certain fiscal impact; establishing a process to address the rejection of a rejected term of a collective bargaining agreement with a certain fiscal impact; requiring certain goals for an employer and an exclusive representative in collective bargaining; making an employer and an exclusive representative responsible for fostering a certain labor relations environment for a certain purpose; requiring an employer and an exclusive representative to communicate openly about certain issues; requiring an employer and an exclusive representative to bargain in good faith about certain matters; prohibiting certain provisions of law and certain agreements made under certain provisions of law from impairing the right and responsibility of an employer to perform certain acts; providing for the application of certain provisions of this Act; prohibiting an employee or an employee organization from engaging in, inducing, initiating, or ratifying a strike; authorizing a court to enjoin a strike under certain circumstances; prohibiting an employee from receiving compensation from an employer while the employee is engaged in a strike; establishing a process to address certain violations of certain provisions of law related to strikes; requiring an employer to retain and make available in a certain format a decision issued by a neutral third party or under certain grievance procedures; requiring an employer to bear certain costs related to making certain decisions available in a certain format; defining certain terms; and generally relating to collective bargaining between library employees and library system employers.

BY adding to

Article – Education

Section 23–601 through 23–613 to be under the new subtitle “Subtitle 6. Collective Bargaining for County Public Library Employees”

Annotated Code of Maryland

(2008 Replacement Volume and 2009 Supplement)

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

Article – Education

**SUBTITLE 6. COLLECTIVE BARGAINING FOR COUNTY PUBLIC LIBRARY
EMPLOYEES.**

23-601.

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

**(B) (1) “EMPLOYEE” MEANS AN EMPLOYEE OF A COUNTY PUBLIC
LIBRARY SYSTEM, EXCEPT IN MONTGOMERY COUNTY AND PRINCE GEORGE’S
COUNTY.**

**(2) “EMPLOYEE” DOES NOT INCLUDE MANAGEMENT-LEVEL
EMPLOYEES OR CONFIDENTIAL EMPLOYEES.**

(C) “EMPLOYEE ORGANIZATION” MEANS AN ORGANIZATION THAT:

(1) ADMITS EMPLOYEES AS MEMBERS; AND

**(2) REPRESENTS EMPLOYEES IN COLLECTIVE BARGAINING AS
ONE OF ITS PRIMARY PURPOSES.**

**(D) “EMPLOYER” MEANS A COUNTY PUBLIC LIBRARY SYSTEM, EXCEPT
IN MONTGOMERY COUNTY AND PRINCE GEORGE’S COUNTY.**

**(E) “NEUTRAL THIRD PARTY” MEANS A THIRD PARTY SELECTED BY AN
EMPLOYER AND AN EMPLOYEE ORGANIZATION OR AN EXCLUSIVE
REPRESENTATIVE FROM A PANEL PROVIDED BY THE AMERICAN ARBITRATION
ASSOCIATION ACCORDING TO PROCEDURES SUPPLIED BY THE AMERICAN
ARBITRATION ASSOCIATION OR PROCEDURES MUTUALLY AGREED TO BY THE
EMPLOYER AND AN EMPLOYEE ORGANIZATION OR AN EXCLUSIVE
REPRESENTATIVE.**

23-602.

(A) AN EMPLOYEE MAY:

(1) FORM, JOIN, OR ASSIST AN EMPLOYEE ORGANIZATION;

(2) BARGAIN COLLECTIVELY THROUGH A REPRESENTATIVE;

**(3) ENGAGE IN CONCERTED ACTIVITIES WITH OTHER EMPLOYEES
FOR MUTUAL AID AND PROTECTION; AND**

1 (4) REFRAIN FROM AN ACTIVITY AUTHORIZED UNDER THIS
2 SECTION.

3 (B) AN EXCLUSIVE REPRESENTATIVE MAY SEEK ENFORCEMENT OF AN
4 AGENCY SHOP OR OTHER UNION SECURITY PROVISION IN A COLLECTIVE
5 BARGAINING AGREEMENT.

6 **23-603.**

7 (A) AN EMPLOYER OR AN EMPLOYER'S AGENTS MAY NOT:

8 (1) INTERFERE WITH, COERCE, OR RESTRAIN AN EMPLOYEE'S
9 EXERCISE OF RIGHTS UNDER THIS SUBTITLE;

10 (2) DOMINATE, INTERFERE WITH, OR ASSIST IN THE FORMATION,
11 ADMINISTRATION, OR EXISTENCE OF AN EMPLOYEE ORGANIZATION OR
12 CONTRIBUTE FINANCIAL ASSISTANCE OR OTHER SUPPORT TO AN EMPLOYEE
13 ORGANIZATION;

14 (3) ENCOURAGE OR DISCOURAGE MEMBERSHIP IN AN EMPLOYEE
15 ORGANIZATION BY DISCRIMINATING AGAINST THE EMPLOYEE THROUGH
16 HIRING, TENURE, PROMOTION, OR OTHER CONDITIONS OF EMPLOYMENT;

17 (4) DISCRIMINATE AGAINST AN EMPLOYEE BECAUSE THE
18 EMPLOYEE SIGNS OR FILES AN AFFIDAVIT, PETITION, OR COMPLAINT, OR GIVES
19 INFORMATION OR TESTIMONY UNDER THIS SUBTITLE; OR

20 (5) REFUSE TO BARGAIN IN GOOD FAITH WITH AN EXCLUSIVE
21 REPRESENTATIVE OR TO PARTICIPATE IN GOOD FAITH IN A PROCEDURE UNDER
22 THIS SUBTITLE.

23 (B) AN EMPLOYEE ORGANIZATION AND AN EMPLOYEE ORGANIZATION'S
24 AGENTS MAY NOT:

25 (1) INTERFERE WITH, RESTRAIN, OR COERCE AN EMPLOYEE'S
26 EXERCISE OF RIGHTS UNDER THIS SUBTITLE;

27 (2) CAUSE OR ATTEMPT TO CAUSE AN EMPLOYER TO
28 DISCRIMINATE AGAINST AN EMPLOYEE BECAUSE THE EMPLOYEE EXERCISES A
29 RIGHT UNDER THIS SUBTITLE;

30 (3) COERCE, DISCIPLINE, FINE, OR ATTEMPT TO COERCE A
31 MEMBER OF AN EMPLOYEE ORGANIZATION; OR

(4) REFUSE TO BARGAIN IN GOOD FAITH WITH AN EMPLOYER OR TO PARTICIPATE IN GOOD FAITH IN A PROCEDURE UNDER THIS SUBTITLE.

23-604.

(A) THERE ARE TWO COLLECTIVE BARGAINING UNITS UNDER THIS SUBTITLE.

(B) A PROFESSIONAL SERVICES COLLECTIVE BARGAINING UNIT SHALL REPRESENT EMPLOYEES WHO SERVE IN:

(1) PROFESSIONAL CLASSIFICATION TITLES IN WHICH EMPLOYEES HAVE SPECIAL OR THEORETICAL KNOWLEDGE THAT IS USUALLY ACQUIRED THROUGH COLLEGE TRAINING, OTHER TRAINING THAT PROVIDES COMPARABLE KNOWLEDGE, OR WORK EXPERIENCE;

(2) PARAPROFESSIONAL CLASSIFICATION TITLES IN WHICH EMPLOYEES SUPPORT A PROFESSIONAL OR TECHNICIAN BUT USUALLY NEED LESS FORMAL TRAINING OR EXPERIENCE THAN A PROFESSIONAL OR TECHNICIAN; AND

(3) TECHNICAL CLASSIFICATION TITLES IN WHICH EMPLOYEES HAVE BASIC TECHNICAL KNOWLEDGE AND MANUAL SKILLS THAT ARE USUALLY ACQUIRED THROUGH SPECIALIZED POSTSECONDARY SCHOOL EDUCATION OR THROUGH EQUIVALENT TRAINING AT WORK.

(C) A SERVICE/LABOR COLLECTIVE BARGAINING UNIT SHALL REPRESENT EMPLOYEES IN CLASSIFICATION TITLES IN WHICH EMPLOYEES:

(1) PERFORM SERVICE AND MAINTENANCE TASKS;

(2) MAY OPERATE SPECIALIZED MACHINERY OR HEAVY EQUIPMENT; AND

(3) CONTRIBUTE TO THE COMFORT AND CONVENIENCE OF THE PUBLIC OR TO THE CARE OF THE EMPLOYER'S BUILDINGS, FACILITIES, OR GROUNDS.

23-605.

(A) AN EMPLOYER SHALL RECOGNIZE THE RIGHT OF AN EXCLUSIVE REPRESENTATIVE TO REPRESENT THE EMPLOYEES OF A BARGAINING UNIT IN COLLECTIVE BARGAINING AND IN SETTLING GRIEVANCES.

1 **(B) AN EXCLUSIVE REPRESENTATIVE SHALL SERVE AS THE SOLE**
2 **BARGAINING AGENT FOR THE UNIT IN COLLECTIVE BARGAINING.**

3 **(C) IF THE EMPLOYEES OF A BARGAINING UNIT ELECT AN EXCLUSIVE**
4 **REPRESENTATIVE AND ENTER INTO A COLLECTIVE BARGAINING AGREEMENT**
5 **UNDER THIS SUBTITLE, THE AGREEMENT AND THIS SUBTITLE MAY SUPERSEDE §**
6 **23-406(B), (D), AND (E) OF THIS TITLE.**

7 **(D) (1) AN EXCLUSIVE REPRESENTATIVE SHALL REPRESENT ALL**
8 **EMPLOYEES IN A BARGAINING UNIT FAIRLY, WITHOUT DISCRIMINATION, AND**
9 **WITHOUT REGARD TO WHETHER AN EMPLOYEE IS A MEMBER OF THE EMPLOYEE**
10 **ORGANIZATION SERVING AS EXCLUSIVE REPRESENTATIVE.**

11 **(2) AN EXCLUSIVE REPRESENTATIVE MAY NOT ACT IN AN**
12 **ARBITRARY OR DISCRIMINATORY MANNER OR IN BAD FAITH WITH RESPECT TO**
13 **THE EMPLOYEES THE EXCLUSIVE REPRESENTATIVE REPRESENTS.**

14 **23-606.**

15 **(A) AN EMPLOYEE OR AN EMPLOYEE ORGANIZATION SEEKING TO**
16 **DESIGNATE AN EMPLOYEE ORGANIZATION AS AN EXCLUSIVE REPRESENTATIVE**
17 **FOR A COLLECTIVE BARGAINING UNIT MAY:**

18 **(1) PETITION FOR DESIGNATION BY MAJORITY SIGNATURE OF**
19 **EMPLOYEES IN A UNIT ON VALID AUTHORIZATION CARDS; OR**

20 **(2) REQUEST AN ELECTION BY SECRET BALLOT.**

21 **(B) (1) A NEUTRAL THIRD PARTY SHALL CERTIFY AN EMPLOYEE**
22 **ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT IF**
23 **THE THIRD PARTY FINDS THAT:**

24 **(I) 1. A MAJORITY OF EMPLOYEES IN A BARGAINING**
25 **UNIT AGREED BY SIGNATURE ON VALID AUTHORIZATION CARDS TO DESIGNATE**
26 **AN EMPLOYEE ORGANIZATION AS THE BARGAINING UNIT'S EXCLUSIVE**
27 **REPRESENTATIVE; AND**

28 **2. ANOTHER EXCLUSIVE REPRESENTATIVE IS NOT**
29 **RECOGNIZED AS THE EXCLUSIVE REPRESENTATIVE OF ANY OF THE EMPLOYEES**
30 **IN THE BARGAINING UNIT; OR**

31 **(II) A MAJORITY OF EMPLOYEES IN A BARGAINING UNIT**
32 **VOTES TO DESIGNATE AN EMPLOYEE ORGANIZATION AS THE BARGAINING**

1 UNIT'S EXCLUSIVE REPRESENTATIVE IN A SECRET BALLOT ELECTION DIRECTED
2 AND OVERSEEN BY THE NEUTRAL THIRD PARTY.

3 (2) THE EMPLOYER AND THE EMPLOYEE ORGANIZATION SHALL
4 EACH PAY FOR HALF OF THE COSTS OF THE NEUTRAL THIRD PARTY.

5 (C) (1) (I) IF AN EMPLOYER AND AN EMPLOYEE ORGANIZATION
6 DISPUTE AN EMPLOYEE'S ELIGIBILITY TO VOTE IN A SECRET BALLOT ELECTION,
7 AN EMPLOYEE'S ELIGIBILITY TO AUTHORIZE BY SIGNATURE ON A VALID
8 AUTHORIZATION CARD THE SELECTION OF AN EXCLUSIVE REPRESENTATIVE, OR
9 THE APPROPRIATENESS OF A UNIT TO REPRESENT AN EMPLOYEE IN
10 COLLECTIVE BARGAINING UNDER § 23-604 OF THIS SUBTITLE, A NEUTRAL
11 THIRD PARTY SHALL MAKE A FINAL AND BINDING DECISION AFTER HOLDING
12 EVIDENTIARY HEARINGS THAT AFFORD THE EMPLOYER AND THE EMPLOYEE
13 ORGANIZATION THE OPPORTUNITY TO PRESENT TESTIMONY, EVIDENCE,
14 INCLUDING DOCUMENTARY EVIDENCE, AND ARGUMENTS.

15 (II) THE LOSING PARTY SHALL PAY THE COSTS OF THE
16 NEUTRAL THIRD PARTY UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH.

17 (III) IF A NEUTRAL THIRD PARTY HAS BEEN CHOSEN TO
18 CERTIFY THE SELECTION OF AN EXCLUSIVE REPRESENTATIVE BEFORE THE
19 BEGINNING OF THE RESOLUTION OF A DISPUTE UNDER SUBPARAGRAPH (I) OF
20 THIS PARAGRAPH, THE NEUTRAL THIRD PARTY SHALL MAKE THE FINAL AND
21 BINDING DECISION UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH.

22 (IV) A NEUTRAL THIRD PARTY WHO RENDERS A FINAL AND
23 BINDING DECISION UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH SHALL
24 OVERSEE A SUBSEQUENT SELECTION OF AN EMPLOYEE ORGANIZATION AS AN
25 EXCLUSIVE REPRESENTATIVE.

26 (2) IF THE NEUTRAL THIRD PARTY FINDS THAT FRAUD OR
27 COERCION OCCURRED IN THE SELECTION BY SIGNATURE OF AN EXCLUSIVE
28 REPRESENTATIVE, THE NEUTRAL THIRD PARTY SHALL DIRECT:

29 (I) AN ELECTION UNDER SUBSECTION (B)(1)(II) OF THIS
30 SECTION; AND

31 (II) THE EMPLOYER AND THE EMPLOYEE ORGANIZATION
32 EACH TO PAY ONE-HALF OF THE COSTS INCURRED BY THE NEUTRAL THIRD
33 PARTY IN DIRECTING AN ELECTION UNDER (B)(1)(II) OF THIS SECTION.

34 23-607.

1 (A) AN EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE SHALL
2 EXECUTE A COLLECTIVE BARGAINING AGREEMENT INCORPORATING ALL
3 MATTERS OF AGREEMENT ON WAGES, HOURS, AND OTHER TERMS OF
4 EMPLOYMENT.

5 (B) (1) THE EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE
6 SHALL BARGAIN COLLECTIVELY ABOUT:

7 (I) SALARY AND WAGES, INCLUDING THE PERCENTAGE OF
8 THE INCREASE IN THE SALARY AND WAGES BUDGET THAT WILL BE DEVOTED TO
9 MERIT INCREMENTS AND CASH AWARDS;

10 (II) PENSION AND OTHER RETIREMENT BENEFITS FOR
11 ACTIVE EMPLOYEES;

12 (III) EMPLOYEE BENEFITS, INCLUDING INSURANCE, LEAVE,
13 HOLIDAYS, AND VACATIONS;

14 (IV) HOURS AND WORKING CONDITIONS;

15 (V) AN ORDERLY PROCESSING AND SETTLEMENT OF A
16 GRIEVANCE PROCEDURE CONCERNING THE INTERPRETATION AND
17 IMPLEMENTATION OF A COLLECTIVE BARGAINING AGREEMENT THAT SHALL
18 ESTABLISH BINDING THIRD PARTY ARBITRATION BEFORE A NEUTRAL THIRD
19 PARTY AS THE EXCLUSIVE FORUM FOR RESOLVING GRIEVANCES ARISING
20 UNDER THE CONTRACT;

21 (VI) MATTERS AFFECTING THE HEALTH AND SAFETY OF
22 EMPLOYEES;

23 (VII) HELP FOR EMPLOYEES IN A UNIT THAT LOSES JOBS
24 BECAUSE AN EMPLOYER EXERCISES RIGHTS UNDER THIS SUBTITLE; AND

25 (VIII) SERVICE FEES.

26 (2) A NEUTRAL THIRD PARTY HAS NO AUTHORITY TO AMEND THE
27 PROVISIONS OF A COLLECTIVE BARGAINING AGREEMENT THROUGH BINDING
28 ARBITRATION UNDER PARAGRAPH (1)(V) OF THIS SUBSECTION.

29 (3) (I) ON THE REQUEST OF AN EMPLOYER OR AN EMPLOYEE
30 ORGANIZATION, A NEUTRAL THIRD PARTY SHALL DETERMINE:

31 1. WHETHER A DISPUTE OVER THE NEGOTIABILITY
32 OF A SUBJECT UNDER THIS SUBTITLE EXISTS; AND

1 2. IF A DISPUTE EXISTS, WHETHER THE SUBJECT IS
2 NEGOTIABLE.

3 (II) THE DECISION OF A NEUTRAL THIRD PARTY UNDER
4 SUBPARAGRAPH (I)2 OF THIS PARAGRAPH IS FINAL AND BINDING ON THE
5 PARTIES.

6 (III) THE EMPLOYER AND THE EMPLOYEE ORGANIZATION
7 SHALL EACH PAY ONE-HALF OF THE COSTS OF THE NEUTRAL THIRD PARTY TO
8 RESOLVE A DISPUTE UNDER THIS PARAGRAPH.

9 (C) SALARIES AND WAGES SHALL BE UNIFORM FOR EMPLOYEES IN THE
10 SAME CLASSIFICATION UNDER A COLLECTIVE BARGAINING AGREEMENT.

11 (D) A GRIEVANCE PROCEDURE UNDER A COLLECTIVE BARGAINING
12 AGREEMENT SHALL GOVERN EXCLUSIVELY GRIEVANCES FOR EMPLOYEES IN
13 THE UNIT.

14 (E) A COLLECTIVE BARGAINING AGREEMENT:

15 (1) SUPERSEDES A CONFLICTING POLICY OF THE EMPLOYER;
16 AND
17 (2) SHALL EXPIRE AT THE END OF A FISCAL YEAR.

18 (F) A TERM OF THE COLLECTIVE BARGAINING AGREEMENT THAT HAS A
19 PRESENT OR FUTURE FISCAL IMPACT IS EFFECTIVE ON THE APPROVAL OF A
20 BOARD OF LIBRARY TRUSTEES UNDER § 23-401 OF THIS TITLE.

21 23-608.

22 (A) (1) AN EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE MAY
23 JOINTLY REQUEST A NEUTRAL THIRD PARTY TO MEDIATE, OR SERVE AS A FACT
24 FINDER ABOUT, A COLLECTIVE BARGAINING DISPUTE.

25 (2) IF DIFFERENCES REMAIN DURING COLLECTIVE BARGAINING
26 AFTER MARCH 1, AN IMPASSE EXISTS.

27 (B) AN EMPLOYER OR AN EXCLUSIVE REPRESENTATIVE MAY DECLARE
28 AN IMPASSE AT ANY TIME DURING COLLECTIVE BARGAINING NEGOTIATIONS.

29 (C) WHEN AN IMPASSE EXISTS, THE EMPLOYER AND THE EXCLUSIVE
30 REPRESENTATIVE MAY:

1 (1) JOINTLY REQUEST MEDIATION BEFORE A NEUTRAL THIRD
2 PARTY; OR

3 (2) ON THE ELECTION OF EITHER PARTY, ENTER FACT FINDING
4 UNDER SUBSECTION (D) OF THIS SECTION.

5 (D) (1) IF MEDIATION IS WAIVED OR IF BY MARCH 15 THE PARTIES
6 HAVE NOT REACHED FULL AGREEMENT THROUGH MEDIATION, THE EMPLOYER
7 AND THE EXCLUSIVE REPRESENTATIVE SHALL REFER THE REMAINING
8 DISPUTES TO A NEUTRAL THIRD PARTY FOR FACT-FINDING.

9 (2) IF A NEUTRAL THIRD PARTY SERVED AS MEDIATOR, THE
10 NEUTRAL THIRD PARTY SHALL ALSO SERVE AS FACT FINDER.

11 (E) (1) A FACT FINDER SHALL RENDER A TIMELY DECISION SETTling
12 THE REMAINING DISPUTES AFTER A BRIEFING AND A HEARING AT WHICH THE
13 EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE MAY PRESENT EVIDENCE.

14 (2) THE FACT FINDER SHALL FORWARD THE DECISION TO THE
15 EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE.

16 (3) BASED ON THE FACT FINDER'S DECISION, THE PARTIES SHALL
17 CONTINUE BARGAINING.

18 (4) THIRTY DAYS AFTER THE FACT FINDER RENDERS A DECISION,
19 THE EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE SHALL REFER ALL
20 REMAINING DISPUTES ALONG WITH THE FACT FINDER'S DECISION TO THE
21 BOARD OF LIBRARY TRUSTEES FOR FINAL RESOLUTION.

22 (5) THE BOARD OF LIBRARY TRUSTEES SHALL MAKE THE FACT
23 FINDER'S DECISION AVAILABLE TO THE PUBLIC WHEN THE BOARD RECEIVES
24 THE DECISION.

25 (F) THE FACT FINDER SHALL CONSIDER ONLY THE FOLLOWING
26 FACTORS IN RENDERING A DECISION UNDER SUBSECTION (E) OF THIS SECTION:

27 (1) (I) PAST COLLECTIVE BARGAINING CONTRACTS BETWEEN
28 THE EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE, INCLUDING THE
29 BARGAINING HISTORY THAT LED TO THE AGREEMENT; OR

30 (II) IF THERE ARE NO PAST COLLECTIVE BARGAINING
31 CONTRACTS, THE HISTORY OF EMPLOYEE WAGES, HOURS, BENEFITS, AND
32 OTHER WORKING CONDITIONS;

1 (2) A COMPARISON OF WAGES, HOURS, BENEFITS, AND
2 CONDITIONS OF EMPLOYMENT OF SIMILAR EMPLOYEES OF OTHER PUBLIC
3 EMPLOYERS IN THE WASHINGTON-BALTIMORE METROPOLITAN AREA;

4 (3) A COMPARISON OF WAGES, HOURS, BENEFITS, AND
5 CONDITIONS OF EMPLOYMENT OF SIMILAR EMPLOYEES OF PRIVATE
6 EMPLOYERS IN THE WASHINGTON-BALTIMORE METROPOLITAN AREA;

7 (4) THE INTEREST AND WELFARE OF THE PUBLIC;

8 (5) THE ABILITY OF THE EMPLOYER TO FINANCE ANY ECONOMIC
9 ADJUSTMENTS REQUIRED UNDER THE COLLECTIVE BARGAINING AGREEMENT;

10 (6) THE EFFECTS OF ANY ECONOMIC ADJUSTMENTS ON THE
11 STANDARD OF PUBLIC SERVICES NORMALLY PROVIDED BY THE EMPLOYER; AND

12 (7) THE ANNUAL INCREASE OR DECREASE IN CONSUMER PRICES
13 FOR ALL ITEMS AS REFLECTED IN THE MOST RECENT CONSUMER PRICE INDEX
14 – WAGE EARNERS AND CLERICAL WORKERS (“CPI-W”) FOR THE
15 WASHINGTON-BALTIMORE METROPOLITAN AREA.

16 (G) THE EMPLOYER AND EMPLOYEE ORGANIZATION SHALL EACH PAY
17 FOR HALF OF THE COSTS INCURRED AS A RESULT OF MEDIATION OR
18 FACT-FINDING UNDER THIS SECTION.

19 **23-609.**

20 (A) A BOARD OF LIBRARY TRUSTEES SHALL REVIEW A TERM OF A
21 COLLECTIVE BARGAINING AGREEMENT THAT HAS A PRESENT OR FUTURE
22 FISCAL IMPACT.

23 (B) AN EMPLOYER MUST MAKE A GOOD FAITH EFFORT TO HAVE A
24 BOARD OF LIBRARY TRUSTEES REVIEW AND APPROVE A TERM OF THE
25 COLLECTIVE BARGAINING AGREEMENT THAT HAS A PRESENT OR FUTURE
26 FISCAL IMPACT.

27 (C) A BOARD OF LIBRARY TRUSTEES MAY HOLD A HEARING TO ALLOW
28 THE EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE TO TESTIFY ON THE
29 COLLECTIVE BARGAINING AGREEMENT.

30 (D) (1) A BOARD OF LIBRARY TRUSTEES MAY ACCEPT OR REJECT ALL
31 OR PART OF A TERM THAT REQUIRES BOARD REVIEW UNDER SUBSECTION (A) OF
32 THIS SECTION.

1 **(2) ON OR BEFORE MAY 1, THE BOARD OF LIBRARY TRUSTEES**
2 **SHALL INDICATE IN WRITING WHETHER THE BOARD INTENDS TO APPROPRIATE**
3 **FUNDS OR IMPLEMENT THE TERMS THAT REQUIRE BOARD REVIEW, INCLUDING**
4 **THE REASONS FOR REJECTING A TERM.**

5 **(3) IF THE BOARD OF LIBRARY TRUSTEES REJECTS A TERM:**

6 **(I) THE EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE**
7 **SHALL MEET AS PROMPTLY AS POSSIBLE TO NEGOTIATE A RESOLUTION TO A**
8 **REJECTED TERM THAT IS ACCEPTABLE TO THE BOARD; AND**

9 **(II) THE BOARD SHALL DESIGNATE A REPRESENTATIVE TO**
10 **MEET WITH THE EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE AS THE**
11 **PARTIES NEGOTIATE A REJECTED TERM AND EXPLAIN THE BOARD'S POSITION**
12 **ON A REJECTED TERM.**

13 **(4) THE EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE MAY**
14 **DECLARE AN IMPASSE AND ENTER FACT-FINDING UNDER § 23-608 OF THIS**
15 **SUBTITLE AT ANY TIME DURING THE NEGOTIATION OF A REJECTED TERM.**

16 **(5) THE REPRESENTATIVE DESIGNATED UNDER PARAGRAPH (3)**
17 **OF THIS SUBSECTION SHALL STATE THE POSITION OF THE BOARD OF LIBRARY**
18 **TRUSTEES IN AN IMPASSE PROCEDURE THAT RESULTS FROM ATTEMPTS TO**
19 **NEGOTIATE A REJECTED TERM.**

20 **(6) THE EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE**
21 **SHALL SUBMIT THE RESULTS OF A PARTIAL OR COMPLETE RESOLUTION OF THE**
22 **NEGOTIATION OF A REJECTED TERM TO THE BOARD OF LIBRARY TRUSTEES ON**
23 **OR BEFORE MAY 15.**

24 **(7) THE BOARD OF LIBRARY TRUSTEES SHALL CONSIDER THE**
25 **PARTIAL OR COMPLETE RESOLUTION OF A REJECTED TERM AND INDICATE BY**
26 **RESOLUTION WHETHER THE BOARD INTENDS TO APPROPRIATE FUNDS OR**
27 **IMPLEMENT THE RESOLUTION.**

28 **23-610.**

29 **(A) IN BARGAINING, THE PRINCIPAL GOALS OF AN EMPLOYER AND AN**
30 **EXCLUSIVE REPRESENTATIVE SHALL BE TO PROMOTE:**

31 **(1) THE DELIVERY OF QUALITY PUBLIC SERVICES;**

32 **(2) ENHANCED EMPLOYEE COMPENSATION;**

1 **(3) JOB SECURITY;**

2 **(4) GOOD BENEFITS AND WORKING CONDITIONS;**

3 **(5) CAREER ADVANCEMENT OPPORTUNITIES; AND**

4 **(6) A POSITIVE WORK ENVIRONMENT.**

5 **(B) TO CONTRIBUTE TO THE GREATER SUCCESS OF A WORKPLACE, AN**
6 **EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE SHALL FOSTER A POSITIVE**
7 **LABOR RELATIONS ENVIRONMENT BASED ON MUTUAL TRUST, RESPECT, AND**
8 **COOPERATION.**

9 **(C) AN EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE SHALL**
10 **COMMUNICATE OPENLY ABOUT ISSUES OF CONCERN TO BOTH PARTIES.**

11 **(D) AN EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE SHALL**
12 **BARGAIN IN GOOD FAITH ABOUT MATTERS REQUIRED BY LAW.**

13 **23-611.**

14 **(A) THIS SUBTITLE AND AN AGREEMENT MADE UNDER THIS SUBTITLE**
15 **MAY NOT IMPAIR THE RIGHT AND RESPONSIBILITY OF AN EMPLOYER TO:**

16 **(1) DETERMINE THE GENERAL BUDGET AND MISSION OF A**
17 **LIBRARY OR LIBRARY SYSTEM;**

18 **(2) MAINTAIN AND IMPROVE THE EFFICIENCY AND**
19 **EFFECTIVENESS OF LIBRARY OPERATIONS;**

20 **(3) DETERMINE WHAT SERVICES TO RENDER AND WHAT**
21 **OPERATIONS TO PERFORM;**

22 **(4) DETERMINE HOW TO CONDUCT OPERATIONS, INCLUDING**
23 **FACILITY LOCATION AND OVERALL ORGANIZATIONAL STRUCTURE;**

24 **(5) DIRECT AND SUPERVISE EMPLOYEES;**

25 **(6) HIRE EMPLOYEES, SELECT EMPLOYEES, AND ESTABLISH**
26 **STANDARDS GOVERNING EMPLOYEE PROMOTION AND JOB CLASSIFICATION AND**
27 **GRADES;**

1 **(7) RELIEVE EMPLOYEES FROM THEIR DUTIES BECAUSE OF LACK**
2 **OF WORK OR FUNDS OR BECAUSE AN EMPLOYER DETERMINES CONTINUED**
3 **WORK WOULD BE INEFFICIENT;**

4 **(8) IMPLEMENT THE MISSIONS OF THE GOVERNMENT IN AN**
5 **EMERGENCY;**

6 **(9) TRANSFER AND SCHEDULE EMPLOYEES;**

7 **(10) DETERMINE THE SIZE AND COMPOSITION OF THE**
8 **WORKFORCE;**

9 **(11) SET PRODUCTIVITY AND TECHNOLOGY STANDARDS;**

10 **(12) ESTABLISH EMPLOYEE PERFORMANCE STANDARDS;**

11 **(13) EVALUATE AND ASSIGN EMPLOYEES TO THE EXTENT**
12 **PERMITTED BY EVALUATION AND ASSIGNMENT PROCEDURES UNDER A**
13 **COLLECTIVE BARGAINING AGREEMENT;**

14 **(14) CREATE AND IMPLEMENT SYSTEMS TO AWARD OUTSTANDING**
15 **SERVICE INCREMENTS, EXTRAORDINARY SERVICE AWARDS, AND OTHER MERIT**
16 **AWARDS;**

17 **(15) REGULATE THE USE OF MACHINERY, EQUIPMENT, AND OTHER**
18 **PROPERTY TO THE EXTENT PERMITTED BY EMPLOYEE HEALTH AND SAFETY**
19 **PROVISIONS UNDER A COLLECTIVE BARGAINING AGREEMENT;**

20 **(16) MAINTAIN INTERNAL SECURITY STANDARDS;**

21 **(17) CREATE, ALTER, COMBINE, OR ABOLISH A JOB**
22 **CLASSIFICATION, DEPARTMENT, OPERATION, UNIT, OR OTHER DIVISION OR**
23 **SERVICE;**

24 **(18) CONTRACT OUT WORK AFTER PROVIDING WRITTEN NOTICE**
25 **TO AN EXCLUSIVE REPRESENTATIVE AT LEAST 90 DAYS BEFORE SIGNING THE**
26 **CONTRACT TO CONTRACT OUT THE WORK, OR WITHIN A DIFFERENT TIME**
27 **PERIOD AGREED TO BY THE EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE;**
28 **AND**

29 **(19) ISSUE AND ENFORCE RULES AND PROCEDURES NECESSARY**
30 **TO CARRY OUT THIS SUBSECTION AND OTHER MANAGERIAL FUNCTIONS THAT**
31 **ARE NOT INCONSISTENT WITH A COLLECTIVE BARGAINING AGREEMENT.**

1 **(B) (1) THIS SECTION DOES NOT LIMIT THE DISCRETION OF AN**
2 **EMPLOYER TO DISCUSS WITH A REPRESENTATIVE OF AN EMPLOYER'S**
3 **EMPLOYEES A MATTER CONCERNING THE EMPLOYER'S EXERCISE OF RIGHTS**
4 **UNDER THIS SECTION.**

5 **(2) MATTERS DISCUSSED UNDER PARAGRAPH (1) OF THIS**
6 **SUBSECTION ARE NOT SUBJECT TO COLLECTIVE BARGAINING, EXCEPT THAT**
7 **EVALUATION AND ASSIGNMENT PROCEDURES SHALL REMAIN A SUBJECT FOR**
8 **BARGAINING.**

9 **23-612.**

10 **(A) IN THIS SECTION, "STRIKE" MEANS:**

11 **(1) THE REFUSAL OF AN EMPLOYEE, IN CONCERTED ACTION WITH**
12 **OTHERS, TO REPORT TO WORK;**

13 **(2) TO STOP OR SLOW DOWN WORK IN CONCERTED ACTION WITH**
14 **OTHERS; OR**

15 **(3) IN CONCERTED ACTION WITH OTHERS, TO ABSTAIN FROM THE**
16 **FULL, FAITHFUL, AND PROPER PERFORMANCE OF DUTIES WITH THE PURPOSE**
17 **OF INDUCING, INFLUENCING, OR COERCING A CHANGE IN TERMS OF**
18 **EMPLOYMENT.**

19 **(B) AN EMPLOYEE OR AN EMPLOYEE ORGANIZATION MAY NOT ENGAGE**
20 **IN, INDUCE, INITIATE, OR RATIFY A STRIKE.**

21 **(C) IF A STRIKE OCCURS, A COURT MAY ENJOIN THE STRIKE AT AN**
22 **EMPLOYER'S REQUEST.**

23 **(D) AN EMPLOYEE MAY NOT RECEIVE COMPENSATION FROM AN**
24 **EMPLOYER WHILE THE EMPLOYEE IS ENGAGED IN A STRIKE.**

25 **(E) IF AN EMPLOYEE OR EMPLOYEE ORGANIZATION VIOLATES A**
26 **PROVISION OF THIS SECTION, THE EMPLOYER MAY DEMAND A HEARING ON THE**
27 **VIOLATION BEFORE A NEUTRAL THIRD PARTY.**

28 **(F) SIXTY DAYS OR LATER AFTER THE EMPLOYER DEMANDS A HEARING**
29 **UNDER SUBSECTION (E) OF THIS SECTION, THE NEUTRAL THIRD PARTY SHALL**
30 **DETERMINE WHETHER THERE HAS BEEN A VIOLATION.**

1 **(G) IF A NEUTRAL THIRD PARTY FINDS THAT AN EMPLOYEE ENGAGED**
2 **IN, INDUCED, INITIATED, OR RATIFIED A STRIKE, THE NEUTRAL THIRD PARTY**
3 **MAY RECOMMEND THAT THE EMPLOYEE BE TERMINATED.**

4 **(H) IF A NEUTRAL THIRD PARTY FINDS THAT AN EMPLOYEE**
5 **ORGANIZATION INDUCED OR ENCOURAGED A STRIKE, THE NEUTRAL THIRD**
6 **PARTY MAY REVOKE THE ORGANIZATION'S STATUS AS AN EXCLUSIVE**
7 **REPRESENTATIVE AND DISQUALIFY THE ORGANIZATION FROM REPRESENTING**
8 **THE EMPLOYEES FOR UP TO 1 YEAR FROM THE END OF THE STRIKE.**

9 **(I) THE EMPLOYER AND EMPLOYEE ORGANIZATION SHALL EACH PAY**
10 **FOR HALF OF THE COSTS OF THE NEUTRAL THIRD PARTY.**

11 **23-613.**

12 **(A) AN EMPLOYER SHALL RETAIN AND MAKE AVAILABLE IN A PUBLICLY**
13 **SEARCHABLE DATABASE A DECISION ISSUED BY A NEUTRAL THIRD PARTY OR**
14 **UNDER A VALID GRIEVANCE PROCEDURE UNDER A COLLECTIVE BARGAINING**
15 **AGREEMENT.**

16 **(B) AN EMPLOYER SHALL BEAR THE COSTS OF CREATING AND**
17 **MAINTAINING THE DATABASE UNDER THIS SECTION.**

18 **SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect**
19 **October 1, 2010.**