

**HB0045/577770/1**

BY: Finance Committee

AMENDMENTS TO HOUSE BILL 45  
(Third Reading File Bill)

AMENDMENT NO. 1

On page 1, in line 8, after “for” insert “and requiring the nature of certain work be considered in”.

On page 2, strike beginning with “library,” in line 4 down through the second “the” in line 5; in line 6, 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 6 down through “term;” in line 9; in line 13, strike “entire collective bargaining agreement” and substitute “request”; in line 16, after “timeline;” insert “providing that an employer and a certified exclusive representative have certain mutual obligations;”; and strike beginning with “prohibiting” in line 21 down through “strike” in line 24 and substitute “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”.

AMENDMENT NO. 2

On page 3, in line 6, strike “HAS” and substitute “:”

**(1) HAS;**

in line 9, strike “ADJUSTMENT” and substitute “ADJUDICATION”; and in the same line, after “GRIEVANCES” insert “; OR”

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

(Over)

On page 4, in line 5, after “**LIBRARY**” insert “**AND THE BOARD**”.

On page 5, in line 6, strike “**A**” and substitute “:

**(1) A**;

in line 7, after “**DETERMINATION**” insert “**; 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**”;

and in line 31, strike “**SETTLEMENT OF GRIEVANCES**” and substitute “**GRIEVANCE PROCESS**”.

On page 6, in line 10, after “**MAY**” insert “**ONLY**”; in the same line, strike “**DURING ANY TIME OF THE YEAR**” and substitute “**IN THE MONTH OF SEPTEMBER**”; and in line 28, strike “**BOARD OF TRUSTEES**” and substitute “**EMPLOYER**”.

On page 6 in line 24, and on page 7 in line 8, in each instance, strike “**1 YEAR**” and substitute “**9 MONTHS**”.

On page 7, in line 1, strike “**LIBRARY SYSTEM**” and substitute “**EMPLOYER**”.

On page 11, in line 4, strike “**EXCLUSIVE REPRESENTATIVE**” and substitute “**EMPLOYEE**”.

On page 12, in line 5, strike “**24**” and substitute “**48**”; strike beginning with “**FEDERAL**” in line 9 down through “**REACHED**” in line 10 and substitute “**MEDIATOR SELECTED BY THE PARTIES IN ACCORDANCE WITH SUBSECTION (D) OF THIS SECTION**”; strike beginning with “**THE**” in line 11 down through “**SECTION,**” in line 13; in line 13, after “**A**” insert “**MEDIATOR IS SELECTED BY THE PARTIES, THE**”; strike beginning with “**APPOINTED**” in line 13 down through “**SERVICE**” in line 14; in line 18, after “**DISPUTE**” insert “**IN ACCORDANCE WITH THIS SUBSECTION**”; after line 18, 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.**

**(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;**

(Over)

(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;

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.**”;

in line 19, strike “(2)” and substitute “(10)”; in line 21, after “REPRESENTATIVE” insert “ON OR BEFORE THE IMMEDIATELY FOLLOWING APRIL 2”; in line 22, strike “(3)” and substitute “(11)”; after line 24, 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.**”;

strike beginning with “AND” in line 25 down through “DISPUTE” in line 28 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”; and strike beginning with “IF” in line 29 down through “APPROVAL” in line 33 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**.

On page 13, in line 2, strike “EMPLOYER SHALL SUBMIT TO THE”; in the same line, after “BOARD” insert “SHALL SUBMIT”; in line 3, after “AGREEMENT” insert “OR MEMORANDUM OF UNDERSTANDING”; in the same line, strike “§ 23-707” and substitute “§§ 23-707 AND 23-708”; in line 4, 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 4 down through “REQUIRES” in line 5 and substitute “REQUIRES”; in line 5, after “OF” insert “ADDITIONAL”; and in the same line, strike “; OR” and substitute a period.

On pages 13 and 14, strike in their entirety the lines beginning with line 6 on page 13 through line 8 on page 14, inclusive.

On page 14, in line 9, strike “(II)” and substitute “(B) (1)”; in line 10, after “FUNDING” insert “UNDER SUBSECTION (A) OF THIS SECTION”; in line 11, strike “(III)” and substitute “(2)”; in line 12, strike “SUBPARAGRAPH (II) OF THIS PARAGRAPH” and substitute “PARAGRAPH (1) OF THIS SUBSECTION”; in line 13, after “REQUEST” insert “FOR ADDITIONAL FUNDS”; in line 14, strike “(2)” and substitute “(C)”; in line 16, strike “(3) (I)” and substitute “(D) (1)”; in line 18, strike “ENTIRE COLLECTIVE BARGAINING AGREEMENT” and substitute “REQUEST FOR ADDITIONAL FUNDS”; in line 22, strike “(II)” and substitute “(2)”; in line 24, strike “(III) 1.” and substitute “(3) (1)”; in lines 28 and 30, strike “2.” and “3.”, respectively, and substitute “(II)” and “(III)”, respectively; in line 29, strike “SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH” and substitute “SUBPARAGRAPH (I) OF THIS PARAGRAPH”; in line 31, after “BINDING” insert “ON ALL PARTIES”; and after line 31, 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

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.”.

On page 15, in line 24, strike “AN” and substitute “A CERTIFIED”.

On page 16, in line 2, strike “IT” and substitute “NOTWITHSTANDING ANY OTHER PROVISIONS OF LAW, IT”; in line 9, after “CONDUCTED” insert “, INCLUDING:”

(Over)

**(I) THE USE OF VOLUNTEERS; AND**

**(II) THE CONTRACTING OUT OF WORK IF CONSIDERED NECESSARY**;

in line 11, strike "OR MEMORANDUM OF UNDERSTANDING, OR" and substitute "AND"; in the same line, after "WITH" insert "THE BALTIMORE COUNTY CHARTER AND"; in line 16, after "TAKE" insert "ANY"; and in line 18, after "(C)" insert:

**"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)**.

On pages 16 and 17, strike in their entirety the lines beginning with line 24 on page 16 through line 2 on page 17, inclusive, and substitute:

**"(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.**

**(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.**

(Over)

(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.”.

On page 17, in line 4, strike “October” and substitute “July”.