

HOUSE BILL 65

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(PRE-FILED)

3lr0787
CF SB 352

By: **Delegates S. Johnson and Charkoudian**

Requested: November 15, 2022

Introduced and read first time: January 11, 2023

Assigned to: Appropriations

Committee Report: Favorable with amendments

House action: Adopted

Read second time: February 25, 2023

CHAPTER _____

1 AN ACT concerning

2 **Education – Public Libraries – Collective Bargaining**

3 FOR the purpose of authorizing employees of ~~certain~~ public libraries to form, join, and
4 participate in an employee organization and engage in certain other activities related
5 to collective bargaining; requiring ~~certain~~ employers and certified exclusive
6 representatives to engage in good faith bargaining; establishing a collective
7 bargaining process for employees of ~~certain~~ public libraries; establishing a process
8 for resolving impasses during collective bargaining; prohibiting employers and
9 employee organizations from engaging in certain actions regarding the exercise of an
10 employee’s rights under this Act; prohibiting employees and employee organizations
11 from engaging in certain actions related to strikes, work stoppages, boycotts, and
12 lockouts; repealing certain provisions of law rendered obsolete by certain provisions
13 of this Act; and generally relating to collective bargaining for employees of public
14 libraries.

15 BY repealing

16 Article – Education

17 Section 23–601 through 23–614 and the subtitle “Subtitle 6. Howard County Library
18 System – Collective Bargaining”; and 23–801 through 23–812 and the subtitle
19 “Subtitle 8. Baltimore County Public Library – Collective Bargaining”

20 Annotated Code of Maryland

21 (2022 Replacement Volume)

22 BY adding to

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 Article – Education

2 Section 23–901 through 23–912 to be under the new subtitle “Subtitle 9. Public
3 Libraries – Collective Bargaining”

4 Annotated Code of Maryland

5 (2022 Replacement Volume)

6 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
7 That Section(s) 23–601 through 23–614 and the subtitle “Subtitle 6. Howard County
8 Library System – Collective Bargaining”; and 23–801 through 23–812 and the subtitle
9 “Subtitle 8. Baltimore County Public Library – Collective Bargaining” of Article –
10 Education of the Annotated Code of Maryland be repealed.

11 SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland read
12 as follows:

13 **Article – Education**

14 **SUBTITLE 9. PUBLIC LIBRARIES – COLLECTIVE BARGAINING.**

15 **23–901.**

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

18 (B) “BOARD” MEANS THE BOARD OF TRUSTEES FOR A PUBLIC LIBRARY
19 SYSTEM, WHERE APPLICABLE.

20 (C) “CERTIFIED EXCLUSIVE REPRESENTATIVE” MEANS THE EMPLOYEE
21 ORGANIZATION THAT HAS BEEN CERTIFIED AS THE COLLECTIVE BARGAINING
22 AGENT FOR A BARGAINING UNIT.

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

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

27 (2) WORKS IN A CLOSE AND CONTINUING CONFIDENTIAL RELATION
28 ASSISTING OR AIDING A MANAGEMENT EMPLOYEE.

29 (E) “DIRECTOR” MEANS THE DIRECTOR, CHIEF EXECUTIVE OFFICER, OR
30 CHIEF OFFICER OF THE APPLICABLE PUBLIC LIBRARY SYSTEM, OR THE DESIGNEE
31 OF THE DIRECTOR, CHIEF EXECUTIVE OFFICER, OR CHIEF OFFICER.

1 (F) (1) "EMPLOYEE" MEANS A FULL-TIME OR PART-TIME EMPLOYEE OF
2 A PUBLIC LIBRARY SYSTEM.

3 (2) "EMPLOYEE" DOES NOT INCLUDE A CONFIDENTIAL EMPLOYEE,
4 MANAGEMENT EMPLOYEE, OR SUPERVISORY EMPLOYEE.

5 (G) "EMPLOYEE ORGANIZATION" MEANS AN ORGANIZATION THAT ADMITS
6 EMPLOYEES OF THE EMPLOYER AS MEMBERS AND HAS AS A PRIMARY PURPOSE THE
7 REPRESENTATION OF THE EMPLOYEES IN THEIR RELATIONS WITH THE EMPLOYER.

8 (H) "EMPLOYER" MEANS A PUBLIC LIBRARY SYSTEM AND ITS BOARD.

9 (I) "GOVERNING BODY" MEANS:

10 (1) (I) FOR A CHARTER COUNTY THAT DOES NOT HAVE AN
11 ELECTED CHIEF EXECUTIVE OFFICER, THE COUNTY COUNCIL; OR

12 (II) FOR A CHARTER COUNTY THAT HAS AN ELECTED CHIEF
13 EXECUTIVE OFFICER, THE COUNTY COUNCIL OR THE COUNTY COUNCIL AND THE
14 COUNTY EXECUTIVE, AS PROVIDED BY THE COUNTY CHARTER; ~~OR~~

15 (2) FOR A CODE OR COMMISSION COUNTY, THE COUNTY
16 COMMISSIONERS; OR

17 (3) FOR BALTIMORE CITY, THE MAYOR AND CITY COUNCIL OF
18 BALTIMORE CITY.

19 (J) "MANAGEMENT EMPLOYEE" MEANS AN EMPLOYEE WHO GENERALLY
20 HAS AUTHORITY AND WHO:

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

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

26 (3) MAY REASONABLY BE REQUIRED TO:

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

29 (II) HAVE A MAJOR ROLE IN THE ADMINISTRATION OF
30 RESULTING COLLECTIVE BARGAINING AGREEMENTS.

1 (K) (1) "PUBLIC LIBRARY SYSTEM" MEANS A COUNTY PUBLIC LIBRARY
2 SYSTEM.

3 (2) "PUBLIC LIBRARY SYSTEM" ~~DOES NOT INCLUDE:~~

4 ~~(I) THE PUBLIC LIBRARY SYSTEM OF BALTIMORE COUNTY,~~
5 ~~MONTGOMERY COUNTY, OR PRINCE GEORGE'S COUNTY; OR~~

6 ~~(II) THE~~ INCLUDES THE ENOCH PRATT FREE LIBRARY.

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

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

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

13 (3) ADDRESS AND RESOLVE THE GRIEVANCES OF EMPLOYEES.

14 **23-902.**

15 (A) AN EMPLOYEE WHO MAY EFFECTIVELY RECOMMEND AN ACTION LISTED
16 IN § 23-901(L) OF THIS SUBTITLE MAY BE DEEMED A SUPERVISORY EMPLOYEE IF
17 THE EMPLOYEE'S EXERCISE OF THE AUTHORITY REQUIRES THE EXERCISE OF
18 INDEPENDENT JUDGMENT AND IS NOT MERELY OF A ROUTINE OR CLERICAL
19 NATURE.

20 (B) THE EXERCISE OF ANY SINGLE FUNCTION LISTED IN § 23-901(L) OF
21 THIS SUBTITLE MAY NOT NECESSARILY REQUIRE THE CONCLUSION THAT THE
22 INDIVIDUAL EXERCISING THAT FUNCTION IS IN FACT A SUPERVISORY EMPLOYEE
23 WITHIN THE MEANING OF THE DEFINITION.

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

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

28 (2) THE NATURE OF THE SUPERVISORY EMPLOYEE'S WORK,
29 INCLUDING WHETHER A SIGNIFICANT PORTION OF THE SUPERVISORY EMPLOYEE'S

1 WORKING TIME IS SPENT AS PART OF A TEAM THAT INCLUDES NONSUPERVISORY
2 EMPLOYEES SHALL BE CONSIDERED.

3 **23-903.**

4 EMPLOYEES OF THE EMPLOYER MAY:

5 (1) FORM, JOIN, AND PARTICIPATE IN AN EMPLOYEE ORGANIZATION;

6 (2) BARGAIN COLLECTIVELY THROUGH A CERTIFIED EXCLUSIVE
7 REPRESENTATIVE OF THEIR CHOICE;

8 (3) ENGAGE IN LAWFUL CONCERTED ACTIVITIES FOR THEIR MUTUAL
9 AID AND PROTECTION; AND

10 (4) REFRAIN FROM ANY ACTIVITY COVERED UNDER ITEMS (1)
11 THROUGH (3) OF THIS SECTION.

12 **23-904.**

13 (A) THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE
14 HAVE A RESPONSIBILITY TO ENGAGE IN GOOD FAITH BARGAINING OVER MATTERS
15 REQUIRED BY LAW.

16 (B) THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE
17 JOINTLY SHALL BE RESPONSIBLE FOR FOSTERING A POSITIVE LABOR RELATIONS
18 ENVIRONMENT BASED ON MUTUAL TRUST, RESPECT, COMMUNICATION, AND
19 COOPERATION.

20 (C) THE GOAL OF COLLECTIVE BARGAINING IS THE DELIVERY OF QUALITY
21 PUBLIC SERVICES TO THE RESIDENTS OF THE STATE IN A MANNER THAT IS
22 CONSISTENT AND COMPLIANT WITH LAW.

23 **23-905.**

24 (A) THE EMPLOYER SHALL RECOGNIZE THE RIGHT OF THE CERTIFIED
25 EXCLUSIVE REPRESENTATIVE TO REPRESENT THE EMPLOYEES IN THE UNIT IN
26 COLLECTIVE BARGAINING AND IN THE GRIEVANCE PROCESS.

27 (B) THE CERTIFIED EXCLUSIVE REPRESENTATIVE OF A UNIT SHALL:

28 (1) SERVE AS THE SOLE AGENT FOR THE UNIT IN COLLECTIVE
29 BARGAINING; AND

1 **(2) REPRESENT ALL EMPLOYEES IN THE UNIT FAIRLY AND IN GOOD**
2 **FAITH, IN A MANNER THAT IS NOT ARBITRARY OR DISCRIMINATORY.**

3 **23-906.**

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

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

9 **(3) THE PETITION SHALL CONTAIN:**

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

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

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

21 **(IV) A STATEMENT THAT THE EMPLOYEE ORGANIZATION HAS IN**
22 **ITS POSSESSION WRITTEN PROOF DATED NOT MORE THAN ~~12~~ 9 MONTHS BEFORE**
23 **THE DAY ON WHICH THE PETITION IS FILED ESTABLISHING THAT AT LEAST 30% OF**
24 **THE EMPLOYEES IN THE BARGAINING UNIT HAVE DESIGNATED THE EMPLOYEE**
25 **ORGANIZATION TO REPRESENT THEM IN THEIR EMPLOYMENT RELATIONS WITH THE**
26 **EMPLOYER.**

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

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

31 **(B) (1) WHEN AN EMPLOYEE ORGANIZATION OR EMPLOYEES IN A**
32 **BARGAINING UNIT FILE A PETITION WITH THE ~~DIRECTOR~~ BOARD, THE EMPLOYEE**
33 **ORGANIZATION OR EMPLOYEES SHALL SUBMIT TO A NEUTRAL DECISION MAKER**

1 FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE THE
2 AUTHORIZATION CARDS SIGNED AND DATED BY AT LEAST 30% OF THE EMPLOYEES
3 IN THE BARGAINING UNIT NOT MORE THAN ~~12~~ 9 MONTHS BEFORE THE DAY THE
4 PETITION WAS FILED INDICATING, AS APPROPRIATE, THAT THE EMPLOYEES HAVE
5 DESIGNATED THE EMPLOYEE ORGANIZATION TO REPRESENT THEM IN THEIR
6 EMPLOYMENT RELATIONS WITH THE PUBLIC LIBRARY SYSTEM ADMINISTRATION.

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

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

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

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

25 (2) IF THE NEUTRAL DECISION MAKER DETERMINES THAT AT LEAST
26 30% OF THE EMPLOYEES ON THE LIST HAVE INDICATED A DESIRE TO BE
27 REPRESENTED BY THE EMPLOYEE ORGANIZATION OR TO DECERTIFY AN EXCLUSIVE
28 REPRESENTATIVE, THE NEUTRAL DECISION MAKER SHALL NOTIFY THE ~~DIRECTOR~~
29 BOARD OF THE DETERMINATION.

30 (3) THE ~~DIRECTOR~~ BOARD MAY VOLUNTARILY RECOGNIZE THE
31 EMPLOYEE ORGANIZATION AS THE CERTIFIED BARGAINING REPRESENTATIVE OF
32 THE EMPLOYEES AT ISSUE, OR THE PARTIES MAY PROCEED TO HOLD AN ELECTION
33 TO DETERMINE REPRESENTATION IN ACCORDANCE WITH THIS SECTION.

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

1 **(F) (1) THE ~~DIRECTOR~~ BOARD SHALL NOTIFY ALL EMPLOYEES WITHIN**
2 **THE PROPOSED BARGAINING UNIT THAT AN ELECTION WILL BE HELD AND REQUEST**
3 **A NEUTRAL DECISION MAKER FROM THE FEDERAL MEDIATION AND CONCILIATION**
4 **SERVICE TO OVERSEE AND CONDUCT AN ELECTION BY SECRET BALLOT.**

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

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

10 **(II) NO EXCLUSIVE REPRESENTATION.**

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

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

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

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

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

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

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

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

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

7 **(I) (1) IF THE ~~DIRECTOR~~ BOARD DISAGREES WITH THE PETITIONING**
8 **EMPLOYEE ORGANIZATION OR THE PETITIONING EMPLOYEES AS TO THE INCLUSION**
9 **OR EXCLUSION OF SPECIFIC EMPLOYEES AND CLASSIFICATIONS OF EMPLOYEES IN**
10 **THE BARGAINING UNIT, ALL THE EMPLOYEES IN THE PETITIONED-FOR GROUP**
11 **SHALL HAVE THE OPPORTUNITY TO VOTE IN THE ELECTION.**

12 **(2) SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, THE BALLOTS**
13 **OF CHALLENGED EMPLOYEES SHALL REMAIN SEALED AND BE SET ASIDE UNTIL THE**
14 **BALLOTS OF EMPLOYEES WHO ARE NOT IN DISPUTE HAVE BEEN TALLIED.**

15 **(3) (I) IF THE TOTAL NUMBER OF BALLOTS OF CHALLENGED**
16 **EMPLOYEES DOES NOT HAVE AN IMPACT ON THE ELECTION RESULT, THE PARTIES:**

17 **1. MAY NOT COUNT THE BALLOTS OF CHALLENGED**
18 **EMPLOYEES; AND**

19 **2. SHALL RESOLVE THE DISPUTE OVER THE**
20 **CHALLENGED EMPLOYEES AFTER THE ELECTION IS CERTIFIED THROUGH A**
21 **HEARING OR COLLECTIVE BARGAINING.**

22 **(II) IF THE TOTAL NUMBER OF BALLOTS OF CHALLENGED**
23 **EMPLOYEES DOES HAVE AN IMPACT ON THE ELECTION RESULT, THE PARTIES SHALL**
24 **IMMEDIATELY REFER THE DISPUTE TO THE NEUTRAL DECISION MAKER FROM THE**
25 **FEDERAL MEDIATION AND CONCILIATION SERVICE TO RESOLVE THE DISPUTE.**

26 **(4) (I) THE NEUTRAL DECISION MAKER SHALL HOLD A HEARING**
27 **ON THE DISPUTE REFERRED UNDER PARAGRAPH (3)(II) OF THIS SUBSECTION WITH**
28 **THE PARTIES PRESENTING EVIDENCE ON THEIR POSITIONS.**

29 **(II) IF THE NEUTRAL DECISION MAKER FINDS THAT**
30 **CHALLENGED EMPLOYEES ARE PROPERLY INCLUDED WITHIN THE BARGAINING**
31 **UNIT, THE BALLOTS OF THE CHALLENGED EMPLOYEES SHALL BE COUNTED IN THE**
32 **TOTAL TALLY FOR THE ELECTION.**

33 **(III) THE NEUTRAL DECISION MAKER'S FINDINGS SHALL BE**
34 **FINAL AND BINDING ON THE PARTIES.**

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

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

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

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

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

17 **(II) AN EMPLOYEE ORGANIZATION SHALL BE DECERTIFIED AS**
18 **EXCLUSIVE REPRESENTATIVE FOLLOWING AN ELECTION IF THE MAJORITY OF THE**
19 **VALID VOTES CAST IN THE UNIT IN WHICH THE ELECTION IS HELD ARE FOR NO**
20 **REPRESENTATION.**

21 **23-907.**

22 **(A) IF AN EMPLOYEE ORGANIZATION IS CERTIFIED AS DESCRIBED IN THIS**
23 **SUBTITLE, THE EMPLOYER AND THE EMPLOYEE ORGANIZATION SHALL ENTER INTO**
24 **A COLLECTIVE BARGAINING AGREEMENT THAT CONTAINS PROVISIONS REGARDING:**

25 **(1) WAGES, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT;**

26 **(2) THE ORDERLY PROCESSING AND SETTLEMENT OF GRIEVANCES**
27 **REGARDING THE INTERPRETATION AND IMPLEMENTATION OF THE COLLECTIVE**
28 **BARGAINING AGREEMENT; AND**

29 **(3) OTHER TOPICS THAT THE PARTIES MAY MUTUALLY AGREE TO**
30 **THAT WERE SUITABLE FOR BARGAINING.**

31 **(B) (1) THE EMPLOYER AUTOMATICALLY SHALL DEDUCT FROM THE**
32 **PAYCHECK OF AN EMPLOYEE WHO IS A MEMBER OF THE BARGAINING UNIT**

1 REPRESENTED BY THE CERTIFIED EXCLUSIVE REPRESENTATIVE DUES AUTHORIZED
2 AND OWED BY THE EMPLOYEE TO THE CERTIFIED EXCLUSIVE REPRESENTATIVE IF
3 THE EMPLOYEE SUBMITS TO THE EMPLOYER A DUES DEDUCTION AUTHORIZATION
4 CARD THAT HAS BEEN DULY EXECUTED BY THE EMPLOYEE.

5 (2) ANY DUES DEDUCTED FROM PAYCHECKS UNDER PARAGRAPH (1)
6 OF THIS SUBSECTION SHALL BE REMITTED TO THE CERTIFIED EXCLUSIVE
7 REPRESENTATIVE.

8 (3) THE EMPLOYER AUTOMATICALLY SHALL STOP MAKING PAYROLL
9 DEDUCTIONS UNDER PARAGRAPH (1) OF THIS SUBSECTION ON BEHALF OF A
10 CERTIFIED EXCLUSIVE REPRESENTATIVE IF:

11 (I) THE CERTIFIED EXCLUSIVE REPRESENTATIVE IS
12 DECERTIFIED;

13 (II) THE CERTIFIED EXCLUSIVE REPRESENTATIVE'S RIGHT TO
14 DUES IS REVOKED;

15 (III) THE EMPLOYEE CEASES TO BE A MEMBER OF THE
16 BARGAINING UNIT REPRESENTED BY THE CERTIFIED EXCLUSIVE REPRESENTATIVE;
17 OR

18 (IV) THE EMPLOYEE RESIGNS FROM MEMBERSHIP IN THE
19 EMPLOYEE ORGANIZATION.

20 (C) THIS SECTION MAY NOT BE CONSTRUED TO:

21 (1) AUTHORIZE OR OTHERWISE ALLOW AN EMPLOYEE TO ENGAGE IN
22 A STRIKE OR WORK STOPPAGE, AS THOSE TERMS ARE DEFINED IN § 23-912 OF THIS
23 SUBTITLE; OR

24 (2) RESTRICT THE AUTHORITY OF THE GOVERNING BODY TO
25 DETERMINE THE BUDGET OF THE EMPLOYER.

26 (D) (1) A COLLECTIVE BARGAINING AGREEMENT ENTERED INTO UNDER
27 SUBSECTION (A) OF THIS SECTION SHALL BE EFFECTIVE ON RATIFICATION BY THE
28 MAJORITY OF VOTES CAST BY THE EMPLOYEES IN THE BARGAINING UNIT AND
29 APPROVAL BY THE DIRECTOR AND BOARD.

30 (2) A SINGLE-YEAR OR MULTIYEAR COLLECTIVE BARGAINING
31 AGREEMENT SHALL EXPIRE AT THE CLOSE OF THE COUNTY'S FISCAL YEAR.

32 23-908.

1 (A) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION,
2 THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE SHALL REACH
3 AN AGREEMENT BY MARCH 1 OF THE YEAR IN WHICH A COLLECTIVE BARGAINING
4 AGREEMENT WILL EXPIRE.

5 (2) SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, THE
6 EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE MUTUALLY MAY
7 AGREE TO EXTEND NEGOTIATIONS FOR A PERIOD NOT TO EXCEED PAST JUNE 30 OF
8 THE YEAR IN WHICH A COLLECTIVE BARGAINING AGREEMENT WILL EXPIRE.

9 (3) ANY EXTENSION MUST ACKNOWLEDGE ANY RELEVANT COUNTY
10 BUDGETARY DEADLINES IN WRITING TO ENSURE THAT PARTIES MEET CRUCIAL
11 FUNDING DEADLINES.

12 (B) AN IMPASSE IS REACHED DURING THE NEGOTIATIONS BETWEEN THE
13 EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE IF THE EMPLOYER
14 AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE DO NOT REACH AN AGREEMENT
15 BY:

16 (1) STATING THEY HAVE MUTUALLY AGREED THAT THEY ARE AT AN
17 IMPASSE;

18 (2) MARCH 1 OF THE YEAR IN WHICH A COLLECTIVE BARGAINING
19 AGREEMENT WILL EXPIRE; OR

20 (3) IF NEGOTIATIONS WERE EXTENDED, THE DATE TO WHICH
21 NEGOTIATIONS WERE EXTENDED UNDER SUBSECTION (A)(2) OF THIS SECTION.

22 (C) (1) IF AN IMPASSE IS REACHED UNDER SUBSECTION (B) OF THIS
23 SECTION, THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE SHALL
24 SUBMIT A FINAL OFFER TO THE OTHER PARTY WITHIN 48 HOURS AFTER THE
25 IMPASSE IS REACHED.

26 (2) UNLESS THE IMPASSE REACHED UNDER SUBSECTION (B) OF THIS
27 SECTION HAS BEEN RESOLVED, THE DISPUTE AND THE FINAL OFFERS SHALL BE
28 SUBMITTED TO THE MEDIATOR SELECTED BY THE PARTIES IN ACCORDANCE WITH
29 SUBSECTION (D) OF THIS SECTION.

30 (D) (1) WITHIN 30 DAYS AFTER A MEDIATOR IS SELECTED BY THE
31 PARTIES, THE MEDIATOR SHALL:

32 (I) MEET WITH THE ~~DIRECTOR~~ BOARD AND THE CERTIFIED
33 EXCLUSIVE REPRESENTATIVE; AND

1 (II) MAKE WRITTEN FINDINGS OF FACT AND
2 RECOMMENDATIONS FOR THE RESOLUTION OF THE DISPUTE IN ACCORDANCE WITH
3 THIS SUBSECTION.

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

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

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

15 (I) CONDUCTING PROCEEDINGS IN ACCORDANCE WITH THIS
16 SUBSECTION;

17 (II) REVIEWING THE FINAL POSITIONS OF THE PARTIES;

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

20 (IV) REVIEWING THE POSITIONS OF THE PARTIES; AND

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

23 (4) A RESOLUTION UNDER THIS SUBSECTION:

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

26 (II) MAY NOT INCLUDE HEALTH CARE BENEFITS, UNLESS THE
27 BENEFITS ARE CONTRACTED DIRECTLY THROUGH THE PUBLIC LIBRARY SYSTEM;
28 AND

29 (III) MAY NOT EXCEED 1 FISCAL YEAR, UNLESS AGREED TO BY
30 THE PARTIES.

1 **(5) (I) ANY RESOLUTION UNDER THIS SUBSECTION REGARDING**
2 **PENSION BENEFITS SHALL BE CONSTRUED AS A RECOMMENDATION ~~TO OR~~ FOR**
3 **CONSIDERATION ~~FOR BY THE APPROPRIATE PENSION ADMINISTRATOR~~ SPONSOR OF**
4 **THE STATE OR RESPECTIVE COUNTY.**

5 **(II) A CHANGE MAY NOT BE MADE TO PENSION BENEFITS**
6 **UNLESS AN APPROPRIATE PLAN AMENDMENT IS ADOPTED BY THE PLAN SPONSOR**
7 **OF THE STATE OR RESPECTIVE COUNTY.**

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

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

12 **2. THE WAGES AND PENSION BENEFITS OF OTHER**
13 **SIMILARLY SITUATED EMPLOYEES PERFORMING SIMILAR SERVICES IN LIBRARIES**
14 **OF COMPARABLE COUNTIES IN THE STATE, TAKING INTO CONSIDERATION THE**
15 **COST-OF-LIVING INDEX FOR THE AREA IN WHICH THE COMPARABLE COUNTY IS**
16 **LOCATED;**

17 **3. WAGES AND PENSION BENEFITS OF SIMILARLY**
18 **SITUATED COUNTY EMPLOYEES;**

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

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

24 **A. PHYSICAL REQUIREMENTS OF EMPLOYMENT;**

25 **B. EDUCATIONAL REQUIREMENTS;**

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

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

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

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

4 8. THE INTEREST AND WELFARE OF THE PUBLIC.

5 (ii) IN CONSIDERING THE AVAILABILITY OF FUNDS FOR WAGE
6 INCREASES, THE MEDIATOR SHALL CONSIDER THE GENERAL FUND REVENUES OF
7 THE RESPECTIVE COUNTY AND ANY RELATED COUNTY REPORTS ON REVENUES.

8 (7) A MEDIATOR MAY NOT:

9 (i) RECOMMEND A WAGE INCREASE WITHOUT APPROVAL OF
10 THE RESPECTIVE GOVERNING BODY;

11 (ii) RECOMMEND A PENSION BENEFIT INCREASE WITHOUT
12 APPROVAL OF THE APPROPRIATE PENSION ~~ADMINISTRATOR~~ SPONSOR OF THE
13 STATE OR COUNTY; OR

14 (iii) CONSIDER TESTIMONY REGARDING FUNDS FOR CAPITAL
15 IMPROVEMENTS, SURPLUS CONTINGENCY, OR RESERVE FUNDS.

16 (8) (i) THE PARTIES ARE STRONGLY ENCOURAGED TO REACH AN
17 AGREEMENT ON ALL ISSUES WHENEVER POSSIBLE.

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

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

23 (10) THE MEDIATOR SHALL SUBMIT COPIES OF THE MEDIATOR'S
24 WRITTEN FINDINGS AND RECOMMENDATIONS TO THE ~~DIRECTOR~~ BOARD AND THE
25 CERTIFIED EXCLUSIVE REPRESENTATIVE ON OR BEFORE THE IMMEDIATELY
26 FOLLOWING APRIL 2.

27 (11) ANY COSTS ASSOCIATED WITH THIS SUBSECTION SHALL BE
28 SHARED EQUALLY BY THE EMPLOYER AND THE CERTIFIED EXCLUSIVE
29 REPRESENTATIVE.

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

1 **(13) THE GOVERNING BODY IS NOT BOUND BY ANY DECISION MADE**
2 **UNDER THIS SUBSECTION.**

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

6 **(E) (1) THE ~~DIRECTOR~~ BOARD SHALL SUBMIT THE FINDINGS AND**
7 **RECOMMENDATIONS OF THE MEDIATOR TO THE BOARD IN A TIMELY MANNER**
8 **CONSISTENT WITH THE TIMING OF PARAGRAPH (2) OF THIS SUBSECTION.**

9 **(2) THE BOARD SHALL APPROVE ALL RECOMMENDATIONS AND**
10 **FINDINGS OF THE MEDIATOR THAT DO NOT RELATE TO A FINANCIAL ISSUE OR**
11 **REQUIRE AN APPROPRIATION OF ADDITIONAL FUNDS WITHIN 5 DAYS AFTER THE**
12 **MEDIATOR'S DECISION.**

13 **23-909.**

14 **(A) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, THE BOARD**
15 **SHALL SUBMIT A TERM OF A COLLECTIVE BARGAINING AGREEMENT OR**
16 **MEMORANDUM OF UNDERSTANDING ENTERED INTO UNDER THIS SUBTITLE TO THE**
17 **GOVERNING BODY WITH THE BOARD'S RECOMMENDATION REGARDING WHETHER**
18 **THE AGREEMENT OR THE MEDIATOR'S DECISION REQUIRES AN APPROPRIATION OF**
19 **ADDITIONAL FUNDS.**

20 **(2) THE SUBMISSION REQUIRED UNDER THIS SUBSECTION SHALL BE**
21 **MADE IN A TIMELY MANNER, TO ENSURE ANY RELEVANT COUNTY BUDGETARY**
22 **DEADLINES ARE NOT MISSED.**

23 **(B) (1) THE GOVERNING BODY MAY APPROVE OR REJECT A REQUEST FOR**
24 **ADDITIONAL FUNDING UNDER SUBSECTION (A) OF THIS SECTION, IN WHOLE OR IN**
25 **PART.**

26 **(2) IF THE GOVERNING BODY APPROVES A REQUEST UNDER**
27 **PARAGRAPH (1) OF THIS SUBSECTION, THE GOVERNING BODY SHALL TAKE ALL**
28 **ACTIONS NECESSARY TO PROCESS THE REQUEST FOR ADDITIONAL FUNDING.**

29 **(C) THE GOVERNING BODY MAY APPROVE OR REJECT A REQUEST FOR**
30 **ADDITIONAL FUNDING, IN WHOLE OR IN PART.**

31 **(D) (1) IF ANY PART OF A REQUEST FOR ADDITIONAL FUNDING**
32 **SUBMITTED TO THE GOVERNING BODY UNDER THIS SUBSECTION IS REJECTED, THE**
33 **REQUEST FOR ADDITIONAL FUNDS SHALL BE RETURNED TO THE EMPLOYER AND**

1 THE CERTIFIED EXCLUSIVE REPRESENTATIVE FOR RENEGOTIATION WITHIN THE
2 LIMITS OF THE FUNDING ALLOCATED BY THE GOVERNING BODY.

3 (2) THE RENEGOTIATION SHALL BE COMPLETED WITHIN A
4 TIMETABLE ESTABLISHED BY THE GOVERNING BODY.

5 (3) (I) IF AN IMPASSE IS REACHED, THE EMPLOYER AND THE
6 CERTIFIED EXCLUSIVE REPRESENTATIVE SHALL SUBMIT A FINAL OFFER, WITHIN
7 THE LIMITS OF THE FUNDING ALLOCATED BY THE GOVERNING BODY, FOR THE
8 REVIEW OF THE GOVERNING BODY.

9 (II) THE GOVERNING BODY SHALL SELECT ONE OF THE OFFERS
10 SUBMITTED UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH.

11 (III) THE SELECTION OF THE GOVERNING BODY IS BINDING ON
12 ALL PARTIES.

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

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

17 (II) NEGOTIATE IN GOOD FAITH ON:

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

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

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

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

28 (II) DOES NOT REQUIRE THAT ANY CONCESSION BE MADE BY
29 EITHER PARTY.

30 23-910.

1 **(A) THE EMPLOYER MAY NOT:**

2 **(1) INTERFERE WITH, COERCE, UNDULY INFLUENCE, OR RESTRAIN**
3 **AN EMPLOYEE'S EXERCISE OF RIGHTS UNDER THIS SUBTITLE;**

4 **(2) DOMINATE, INTERFERE WITH, ASSIST IN THE FORMATION,**
5 **ADMINISTRATION, OR EXISTENCE OF, OR CONTRIBUTE FINANCIAL ASSISTANCE OR**
6 **OTHER SUPPORT TO AN EMPLOYEE ORGANIZATION;**

7 **(3) ENCOURAGE OR DISCOURAGE MEMBERSHIP IN AN EMPLOYEE**
8 **ORGANIZATION BY DISCRIMINATING AGAINST AN EMPLOYEE THROUGH HIRING,**
9 **TENURE, PROMOTION, OR OTHER CONDITIONS OF EMPLOYMENT; OR**

10 **(4) REFUSE TO BARGAIN IN GOOD FAITH WITH AN EMPLOYEE**
11 **ORGANIZATION THAT IS THE EXCLUSIVE REPRESENTATIVE OF THE EMPLOYEES.**

12 **(B) AN EMPLOYEE ORGANIZATION MAY NOT:**

13 **(1) INTERFERE WITH, COERCE, UNDULY INFLUENCE, OR RESTRAIN**
14 **AN EMPLOYEE'S EXERCISE OF RIGHTS UNDER THIS SUBTITLE;**

15 **(2) CAUSE OR ATTEMPT TO CAUSE THE EMPLOYER TO DISCRIMINATE**
16 **AGAINST AN EMPLOYEE BECAUSE THE EMPLOYEE EXERCISES A RIGHT UNDER THIS**
17 **SUBTITLE;**

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

20 **(4) DISCIPLINE OR FINE A MEMBER OF THE EMPLOYEE**
21 **ORGANIZATION FOR THE PURPOSE OF IMPEDING THE MEMBER'S WORK**
22 **PERFORMANCE; OR**

23 **(5) REFUSE TO BARGAIN IN GOOD FAITH WITH THE EMPLOYER OR TO**
24 **PARTICIPATE IN GOOD FAITH IN A PROCEDURE UNDER THIS SUBTITLE.**

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

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

1 **23-911.**

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

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

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

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

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

12 (I) THE USE OF VOLUNTEERS; AND

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

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

18 (1) DIRECT ITS EMPLOYEES;

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

20 (3) ESTABLISH REASONABLE WORK RULES; AND

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

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

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

1 **(E) EXCEPT AS OTHERWISE PROVIDED BY LAW, IF EMPLOYEES HAVE**
2 **ENTERED INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE EMPLOYER**
3 **UNDER THIS SUBTITLE, THE COLLECTIVE BARGAINING AGREEMENT ENTERED INTO**
4 **SUPERSEDES ANY CONFLICTING REGULATION OR ADMINISTRATIVE POLICY OF THE**
5 **EMPLOYER.**

6 **23-912.**

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

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

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

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

23 **(5) “WORK STOPPAGE” MEANS:**

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

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

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

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

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

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

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

7 **(1) REVOKE THE EMPLOYEE ORGANIZATION’S DESIGNATION AS**
8 **CERTIFIED EXCLUSIVE REPRESENTATIVE;**

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

12 **(3) TERMINATE IMMEDIATELY THE PAYROLL DEDUCTIONS FOR THE**
13 **EMPLOYEE ORGANIZATION’S DUES.**

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

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

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

21 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall be construed to
22 apply only prospectively and may not be applied or interpreted to have any effect on or
23 application to:

24 (1) the composition of a collective bargaining unit that is in existence on
25 the effective date of this Act unless the collective bargaining unit dissolves after the
26 effective date of this Act;

27 (2) a collective bargaining agreement entered into before the effective date
28 of this Act; or

29 (3) collective bargaining negotiations that began before the effective date
30 of this Act.

31 SECTION ~~2~~ 3. AND BE IT FURTHER ENACTED, That this Act shall take effect
32 July 1, 2023.