

HOUSE BILL 1492

F5, P4

6lr2669

By: **Delegates Ebersole, Acevero, Allen, Behler, Bhandari, Boaf, Conaway, Fair, Foley, D. Jones, Lehman, McCaskill, Patterson, Ruff, Ruth, Simpson, Stein, Stinnett, Terrasa, Vogel, Wells, White Holland, and Young**

Introduced and read first time: February 13, 2026

Assigned to: Government, Labor, and Elections

A BILL ENTITLED

1 AN ACT concerning

2 **Collective Bargaining – Public Employees – Revocation of Certification and**
3 **School and Library Employees’ Right to Strike**

4 FOR the purpose of establishing that certain certificated and noncertificated public school
5 employees, library system employees, and employer organizations have the right to
6 engage in a strike; prohibiting public school and public library employers from taking
7 certain actions against public school and public library employees who support or
8 participate in a strike; repealing the authority of the Public Employee Relations
9 Board to deny or revoke an employee organization’s certification as exclusive
10 representative of public employees in State and local government under certain
11 circumstances; and generally relating to collective bargaining for public employees.

12 BY repealing and reenacting, without amendments,
13 Article – Education
14 Section 6–401(a) and (e) and 6–501(a) and (g)
15 Annotated Code of Maryland
16 (2025 Replacement Volume and 2025 Supplement)

17 BY adding to
18 Article – Education
19 Section 6–401.1, 6–408, 6–502, and 6–508
20 Annotated Code of Maryland
21 (2025 Replacement Volume and 2025 Supplement)

22 BY repealing and reenacting, with amendments,
23 Article – Education
24 Section 6–406(e) and 6–507(e)
25 Annotated Code of Maryland
26 (2025 Replacement Volume and 2025 Supplement)

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 BY adding to
2 Article – Education
3 Section 23–801.1 and 23–901.1
4 Annotated Code of Maryland
5 (2022 Replacement Volume and 2025 Supplement)

6 BY repealing and reenacting, with amendments,
7 Article – Education
8 Section 23–807, 23–808, 23–812, 23–908, and 23–913
9 Annotated Code of Maryland
10 (2022 Replacement Volume and 2025 Supplement)

11 BY repealing and reenacting, with amendments,
12 Article – State Government
13 Section 22–103, 22–205, 22–206(b), and 22–406
14 Annotated Code of Maryland
15 (2021 Replacement Volume and 2025 Supplement)

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

18 **Article – Education**

19 6–401.

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

21 (e) (1) “Public school employee” means a certificated professional individual
22 who is employed by a public school employer or an individual of equivalent status in
23 Baltimore City, except for a county superintendent or an individual designated by the
24 public school employer to act in a negotiating capacity as provided in § 6–406(c) of this
25 subtitle.

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

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

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

33 (3) In Baltimore County, “public school employee” includes a secondary
34 school nurse, an elementary school nurse, and a special school nurse.

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

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

5 (6) In Baltimore County, Calvert County, Charles County, and Garrett
6 County, “public school employee” includes Junior Reserve Officer Training Corps (JROTC)
7 instructors.

8 (7) In Carroll County, “public school employee” includes:

9 (i) A registered nurse;

10 (ii) Supervisory noncertificated employees as defined under §
11 6–501(i) of this title; and

12 (iii) Junior Reserve Officer Training Corps (JROTC) instructors.

13 (8) In Dorchester County, “public school employee” includes supervisory
14 noncertificated employees as defined under § 6–501(i) of this title.

15 **6–401.1.**

16 **THIS SUBTITLE MAY NOT BE CONSTRUED TO INTERFERE WITH, DIMINISH, OR**
17 **LIMIT THE RIGHT TO STRIKE ESTABLISHED UNDER § 6–408 OF THIS SUBTITLE.**

18 6–406.

19 (e) (1) If, on the request of either party, the Board determines from the facts
20 that an impasse is reached in negotiations between a public school employer and an
21 employee organization that is designated as an exclusive negotiating agent, the Board shall
22 within 10 calendar days:

23 (i) Request last and best offers from the public school employer and
24 the employee organization, which may not include items or topics not previously raised in
25 the bargaining process; and

26 (ii) Order the public school employer and the employee organization
27 to commence mediation within 14 days after the Board’s determination that an impasse
28 has been reached.

29 (2) The last and best offers shall list separately every term or condition of
30 employment in dispute and the demand of the party making the last and best offer.

31 (3) Within 5 calendar days after an order to mediate, the parties shall
32 select a mediator by:

- 1 (i) Agreement; or
- 2 (ii) Alternate striking from a list of seven neutral parties furnished
3 by:
- 4 1. The Federal Mediation and Conciliation Service; or
- 5 2. The American Arbitration Association.
- 6 (4) The mediator shall conclude the mediation within 25 days after
7 convening the first mediation session.
- 8 (5) If the public school employer and the employee organization do not
9 reach agreement before concluding the mediation, the mediator shall issue a written offer
10 to both parties and the Board of settlement of all matters raised.
- 11 (6) Within 5 days after receiving the proposed settlement, the public school
12 employer and the employee organization each shall notify the mediator of its intent to:
- 13 (i) Accept the written proposed settlement;
- 14 (ii) Accept the written proposed settlement in part, as mutually
15 agreed on by the public school employer and the employee organization; or
- 16 (iii) Decline the proposed settlement and request arbitration before
17 the Board.
- 18 (7) The public school employer and the employee organization shall share
19 the costs of the mediator equally.
- 20 (8) If either party declines the proposed settlement and requests
21 arbitration, the Board shall, within 5 calendar days, set a date for an arbitration hearing
22 before the Board.
- 23 (9) The Board shall:
- 24 (i) Open the arbitration record within 20 days after receiving either
25 party's decision to decline the mediator's proposal;
- 26 (ii) Convene a hearing;
- 27 (iii) Hear testimony from and receive supporting written evidence, as
28 provided in an order of the Board, from the public school employer, the employee
29 organization, and the mediator;
- 30 (iv) Administer oaths to witnesses deemed relevant and called by the

1 Board;

2 (v) Issue subpoenas to compel the production of relevant and
3 nonprivileged documents and other tangible evidence that would also be subject to
4 production before a hearing or at a hearing under Title 4 of the General Provisions Article;
5 and

6 (vi) Receive, hear, and consider all evidence considered relevant by
7 the Board, whether or not offered through an attorney, including:

8 1. The wages, hours, working conditions, or other terms and
9 conditions of employment of similar public employees in comparable surrounding
10 jurisdictions and comparable jurisdictions outside the State; and

11 2. The ability of the public school employer and the county
12 served by the public school employer to pay, considering their existing resources, the costs
13 of the final offers proposed and other personnel costs.

14 (10) The Board shall conclude the hearing by issuing a written order within
15 20 days after the arbitration record is opened.

16 (11) **[The] SUBJECT TO PARAGRAPH (12) OF THIS SUBSECTION, THE**
17 Board shall issue the written award that selects and adopts:

18 (i) The complete final offer of the public school employer;

19 (ii) The complete final offer of the employee organization; or

20 (iii) The mediator's complete offer of settlement.

21 (12) **EXCEPT BY AGREEMENT OF THE EMPLOYEE ORGANIZATION, THE**
22 **BOARD'S WRITTEN AWARD MAY NOT ABRIDGE THE RIGHTS OF A PUBLIC EMPLOYEE**
23 **UNDER § 6-408 OF THIS SUBTITLE.**

24 (13) The Board's written award is final and binding on the public school
25 employer and the employee organization.

26 [(13)] (14) The public school employer and the employee organization shall
27 share the costs of the hearing equally.

28 [(14)] (15) Any negotiated provision or decision of the Board is subject to the
29 other provisions of this article concerning the fiscal relationship between the public school
30 employer and the county commissioners, county council, and Mayor and City Council of
31 Baltimore City.

32 **6-408.**

1 **(A) PUBLIC SCHOOL EMPLOYEES AND EMPLOYER ORGANIZATIONS SHALL**
2 **HAVE THE RIGHT TO ENGAGE IN A STRIKE.**

3 **(B) A PUBLIC SCHOOL EMPLOYER MAY NOT PROMISE, THREATEN, OR TAKE**
4 **ANY OF THE FOLLOWING ACTIONS AGAINST A PUBLIC SCHOOL EMPLOYEE:**

5 **(1) PERMANENTLY REPLACE THE PUBLIC SCHOOL EMPLOYEE FOR**
6 **SUPPORTING OR PARTICIPATING IN A STRIKE;**

7 **(2) DISCRIMINATE AGAINST THE PUBLIC SCHOOL EMPLOYEE WHO IS**
8 **WORKING, HAS RETURNED TO WORK, OR HAS OFFERED UNCONDITIONALLY TO**
9 **RETURN TO WORK FOR THE PUBLIC SCHOOL EMPLOYER AFTER SUPPORTING OR**
10 **PARTICIPATING IN A STRIKE; OR**

11 **(3) LOCK OUT, SUSPEND, OR OTHERWISE WITHHOLD EMPLOYMENT**
12 **FROM PUBLIC SCHOOL EMPLOYEES IN ORDER TO INFLUENCE THE POSITION OF THE**
13 **PUBLIC SCHOOL EMPLOYEES OR AN EMPLOYEE ORGANIZATION PRECEDING A**
14 **STRIKE.**

15 6-501.

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

17 (g) (1) "Public school employee" means a noncertificated individual who is
18 employed for at least 9 months a year on a full-time basis by a public school employer.

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

22 (3) "Public school employee" does not include:

23 (i) A managerial employee; or

24 (ii) A confidential employee.

25 **6-502.**

26 **THIS SUBTITLE MAY NOT BE CONSTRUED TO INTERFERE WITH, DIMINISH, OR**
27 **LIMIT THE RIGHT TO STRIKE ESTABLISHED UNDER § 6-508 OF THIS SUBTITLE.**

28 6-507.

29 (e) (1) If, on the request of either party, the Board determines from the facts

1 that an impasse is reached in negotiations between a public school employer and an
2 employee organization that is designated as an exclusive negotiating agent, the Board shall
3 within 10 calendar days:

4 (i) Request last and best offers from the public school employer and
5 the employee organization, which may not include items or topics not previously raised in
6 the bargaining process; and

7 (ii) Order the public school employer and the employee organization
8 to commence mediation within 14 days after the Board's determination that an impasse
9 has been reached.

10 (2) The last and best offers shall list separately every term or condition of
11 employment in dispute and the demand of the party making the last and best offer.

12 (3) Within 5 calendar days after an order to mediate, the parties shall
13 select a mediator by:

14 (i) Agreement; or

15 (ii) Alternate striking from a list of seven neutral parties furnished
16 by:

17 1. The Federal Mediation and Conciliation Service; or

18 2. The American Arbitration Association.

19 (4) The mediator shall conclude the mediation within 25 days after
20 convening the first mediation session.

21 (5) If the public school employer and the employee organization do not
22 reach agreement before concluding the mediation, the mediator shall issue a written offer
23 to both parties and the Board of settlement of all matters raised.

24 (6) Within 5 days after receiving the proposed settlement, the public school
25 employer and the employee organization each shall notify the mediator of its intent to:

26 (i) Accept the written proposed settlement;

27 (ii) Accept the written proposed settlement in part, as mutually
28 agreed on by the public school employer and the employee organization; or

29 (iii) Decline the proposed settlement and request arbitration before
30 the Board.

31 (7) The public school employer and the employee organization shall share
32 the costs of the mediator equally.

1 (8) If either party declines the proposed settlement and requests
2 arbitration, the Board shall, within 5 calendar days, set a date for an arbitration hearing
3 before the Board.

4 (9) The Board shall:

5 (i) Open the arbitration record within 20 days after receiving either
6 party's decision to decline the mediator's proposal;

7 (ii) Convene a hearing;

8 (iii) Hear testimony from and receive supporting written evidence, as
9 provided in an order of the Board, from the public school employer, the employee
10 organization, and the mediator;

11 (iv) Administer oaths to witnesses deemed relevant and called by the
12 Board;

13 (v) Issue subpoenas to compel the production of relevant and
14 nonprivileged documents and other tangible evidence that would also be subject to
15 production before a hearing or at a hearing under Title 4 of the General Provisions Article;
16 and

17 (vi) Receive, hear, and consider all evidence considered relevant by
18 the Board, whether or not offered through an attorney, including:

19 1. The wages, hours, working conditions, or other terms and
20 conditions of employment of similar public employees in comparable surrounding
21 jurisdictions and comparable jurisdictions outside the State; and

22 2. The ability of the public school employer and the county
23 served by the public school employer to pay, considering their existing resources, the costs
24 of the final offers proposed and other personnel costs.

25 (10) The Board shall conclude the hearing by issuing a written order within
26 20 days after the arbitration record is opened.

27 (11) **[The] SUBJECT TO PARAGRAPH (12) OF THIS SUBSECTION, THE**
28 Board shall issue the written award that selects and adopts:

29 (i) The complete final offer of the public school employer;

30 (ii) The complete final offer of the employee organization; or

31 (iii) The mediator's complete offer of settlement.

1 (12) **EXCEPT BY AGREEMENT OF THE EMPLOYEE ORGANIZATION, THE**
2 **BOARD'S WRITTEN AWARD MAY NOT ABRIDGE THE RIGHTS OF A PUBLIC EMPLOYEE**
3 **UNDER § 6-508 OF THIS SUBTITLE.**

4 (13) The Board's written award is final and binding on the public school
5 employer and the employee organization.

6 [(13)] (14) The public school employer and the employee organization shall
7 share the costs of the hearing equally.

8 [(14)] (15) Any negotiated provision or decision of the Board is subject to the
9 other provisions of this article concerning the fiscal relationship between the public school
10 employer and the county commissioners and county council.

11 **6-508.**

12 (A) **PUBLIC SCHOOL EMPLOYEES AND EMPLOYER ORGANIZATIONS SHALL**
13 **HAVE THE RIGHT TO ENGAGE IN A STRIKE.**

14 (B) **A PUBLIC SCHOOL EMPLOYER MAY NOT PROMISE, THREATEN, OR TAKE**
15 **THE FOLLOWING ACTIONS AGAINST A PUBLIC SCHOOL EMPLOYEE:**

16 (1) **PERMANENTLY REPLACE THE PUBLIC SCHOOL EMPLOYEE FOR**
17 **SUPPORTING OR PARTICIPATING IN A STRIKE;**

18 (2) **DISCRIMINATE AGAINST THE PUBLIC SCHOOL EMPLOYEE WHO IS**
19 **WORKING, HAS RETURNED TO WORK, OR HAS OFFERED UNCONDITIONALLY TO**
20 **RETURN TO WORK FOR THE PUBLIC SCHOOL EMPLOYER AFTER SUPPORTING OR**
21 **PARTICIPATING IN A STRIKE; OR**

22 (3) **LOCK OUT, SUSPEND, OR OTHERWISE WITHHOLD EMPLOYMENT**
23 **FROM PUBLIC SCHOOL EMPLOYEES IN ORDER TO INFLUENCE THE POSITION OF THE**
24 **PUBLIC SCHOOL EMPLOYEES OR AN EMPLOYEE ORGANIZATION PRECEDING A**
25 **STRIKE.**

26 **23-801.1.**

27 **THIS SUBTITLE MAY NOT BE CONSTRUED TO INTERFERE WITH, DIMINISH, OR**
28 **LIMIT THE RIGHT TO STRIKE ESTABLISHED UNDER § 23-812 OF THIS SUBTITLE.**

29 23-807.

30 (a) If an employee organization is certified as described in this subtitle, the
31 employer and the employee organization shall enter into a collective bargaining agreement

1 that contains provisions regarding:

2 (1) Wages, hours, and terms and conditions of employment;

3 (2) The orderly processing and settlement of grievances regarding the
4 interpretation and implementation of the collective bargaining agreement; and

5 (3) Other topics that the parties may mutually agree to that were suitable
6 for bargaining.

7 (b) (1) The employer automatically shall deduct from the paycheck of an
8 employee, who is a member of the bargaining unit represented by the certified exclusive
9 representative, dues authorized and owed by the employee to the certified exclusive
10 representative if the employee submits to the employer a dues deduction authorization card
11 that has been duly executed by the employee.

12 (2) Any dues deducted from paychecks under paragraph (1) of this
13 subsection shall be remitted to the certified exclusive representative.

14 (3) The employer automatically shall stop making payroll deductions
15 under paragraph (1) of this subsection on behalf of a certified exclusive representative if:

16 (i) The certified exclusive representative is decertified;

17 (ii) The certified exclusive representative's right to dues is revoked;

18 (iii) The employee ceases to be a member of the bargaining unit
19 represented by the certified exclusive representative; or

20 (iv) The employee resigns from membership in the employee
21 organization.

22 (c) This section may not be construed to[:

23 (1) Authorize or otherwise allow an employee to engage in a strike as
24 defined in § 3-303 of the State Personnel and Pensions Article; or

25 (2) Restrict] **RESTRICT** the authority of the County Executive or the
26 County Council to determine the budget of the employer.

27 (d) (1) A collective bargaining agreement entered into under subsection (a) of
28 this section shall be effective on ratification by the majority of votes cast by the employees
29 in the bargaining unit and approval by the Director and Board.

30 (2) A single year or multiyear collective bargaining agreement shall expire
31 at the close of Baltimore County's fiscal year.

1 23-808.

2 (a) (1) Except as provided in paragraph (2) of this subsection, the employer
3 and the certified exclusive representative shall reach an agreement by March 1 of the year
4 in which a collective bargaining agreement will expire.

5 (2) The employer and the certified exclusive representative mutually may
6 agree to extend negotiations for a period not to extend past June 30 of the year in which a
7 collective bargaining agreement will expire.

8 (b) An impasse is reached during the negotiations between the employer and the
9 certified exclusive representative if the employer and the certified exclusive representative
10 do not reach an agreement by:

11 (1) March 1 of the year in which a collective bargaining agreement will
12 expire; or

13 (2) If negotiations were extended, the date to which negotiations were
14 extended under subsection (a)(2) of this section.

15 (c) (1) If an impasse is reached under subsection (b) of this section, the
16 employer and the certified exclusive representative shall submit a final offer to the other
17 party within 48 hours after the impasse is reached.

18 (2) Unless the impasse reached under subsection (b) of this section has
19 been resolved, the dispute and the final offers shall be submitted to the mediator selected
20 by the parties in accordance with subsection (d) of this section.

21 (d) (1) Within 30 days after a mediator is selected by the parties, the mediator
22 shall:

23 (i) Meet with the Director and the certified exclusive representative;
24 and

25 (ii) Make written findings of fact and recommendations for the
26 resolution of the dispute in accordance with this subsection.

27 (2) (i) If the parties are unable to agree on a mediator, they shall
28 request a list of seven mediators from the Federal Mediation and Conciliation Service.

29 (ii) Within 3 working days after receiving the list under
30 subparagraph (i) of this paragraph, the parties shall alternately remove one mediator from
31 the list until only one mediator remains, who the parties shall agree will serve as the
32 mediator under this subsection.

33 (3) The mediator shall act as an intermediary in bringing the parties
34 together and shall actively assist the parties in resolving the dispute by:

- 1 (i) Conducting proceedings in accordance with this subsection;
- 2 (ii) Reviewing the final positions of the parties;
- 3 (iii) Identifying the major issues in the dispute between the parties;
- 4 (iv) Reviewing the positions of the parties; and
- 5 (v) Recommending a resolution for the agreement of the parties.
- 6 (4) A resolution under this subsection:
- 7 (i) Shall address matters such as wages, hours, or terms and
8 conditions of employment;
- 9 (ii) May not include health care benefits; and
- 10 (iii) May not exceed 1 fiscal year, unless agreed to by the parties.
- 11 (5) Any resolution under this subsection regarding pension benefits shall
12 be construed as a recommendation to or consideration for the appropriate pension
13 administrator of the State or Baltimore County.
- 14 (6) (i) Before issuing a final decision, the mediator shall take into
15 consideration, among any other relevant factors:
- 16 1. The wages and pension benefits, not including health care
17 benefits, of the employees of the bargaining unit;
- 18 2. The wages and pension benefits of other similarly situated
19 employees performing similar services in libraries of comparable jurisdictions to Baltimore
20 County in the State, taking into consideration the cost of living index for the area in which
21 the comparable department is located;
- 22 3. Wages and pension benefits of similarly situated
23 Baltimore County employees;
- 24 4. The last published annual U.S. Department of Labor
25 Consumer Price Index for All Urban Consumers for All Items in the Washington–Baltimore
26 area;
- 27 5. The special nature of the work performed by the
28 employees of the bargaining unit, including:
- 29 A. Physical requirements of employment;

- 1 B. Educational requirements;
- 2 C. Job training and job skills; and
- 3 D. Shift assignments and the demands placed on the
4 employees compared to the demands placed on other similarly situated library employees
5 in comparable jurisdictions to Baltimore County;
- 6 6. State and county mandated expenditures;
- 7 7. Subject to subparagraph (ii) of this paragraph, availability
8 of funds, including financial sources of revenue; and
- 9 8. The interest and welfare of the public.
- 10 (ii) In considering the availability of funds for wage increases, the
11 mediator shall consider the general fund revenues of Baltimore County and the Baltimore
12 County Spending Affordability Committee Report.
- 13 (7) A mediator may not:
- 14 (i) Recommend a wage increase without approval of the County
15 Executive and County Council;
- 16 (ii) Recommend a pension benefit increase without approval of the
17 appropriate pension administrator of the State or Baltimore County; or
- 18 (iii) Consider testimony regarding funds for capital improvements,
19 surplus contingency, or reserve funds.
- 20 (8) (i) The parties are strongly encouraged to reach an agreement on all
21 issues whenever possible.
- 22 (ii) If no agreement can be reached by the parties, the mediator shall
23 issue a report with the mediator's decision, including written findings of fact.
- 24 (9) The mediator may adopt a package of final positions or rule on each
25 matter separately.
- 26 (10) Copies of the mediator's written findings and recommendations shall be
27 submitted to the Director and the certified exclusive representative on or before the
28 immediately following April 2.
- 29 (11) Any costs associated with this subsection shall be shared equally by the
30 employer and the certified exclusive representative.
- 31 (12) This subsection may not be construed to interfere with any efforts the

1 parties may undertake to reach an agreement at any time.

2 (13) (i) The County Executive is not bound by any decision made under
3 this subsection and shall act in accordance with this section.

4 (ii) The County Council may accept or reject the recommendation of
5 approval by the County Executive.

6 (14) This subsection shall be the exclusive procedure for resolving disputes
7 between the parties, unless the parties, by mutual agreement, determine to use another
8 method of dispute resolution.

9 (e) (1) The Director shall submit the findings and recommendations of the
10 mediator to the Board in a timely manner consistent with the timing of paragraph (2) of
11 this subsection.

12 (2) The Board shall approve all recommendations and findings of the
13 mediator that do not relate to a financial issue or require an appropriation of additional
14 funds within 5 days of the mediator's decision.

15 **(F) EXCEPT BY AGREEMENT OF THE EMPLOYEE ORGANIZATION, THE**
16 **BOARD'S FINAL DECISION MAY NOT ABRIDGE THE RIGHTS OF A PUBLIC EMPLOYEE**
17 **UNDER § 23-812 OF THIS SUBTITLE.**

18 23-812.

19 (a) [(1)] In this section [the following words have the meanings indicated.

20 (2) "Lockout"], **"LOCKOUT"** means the temporary withholding of work, by
21 means of shutting down an operation or function in order to bring pressure on employees
22 or on their representatives to accept a change in compensation or rights, privileges,
23 obligations, or other terms and conditions of employment.

24 [(3) "Secondary boycott" means an activity by an employee organization or
25 its members that is intended to induce, encourage, or coerce persons doing business with
26 the employer to withhold, withdraw, or in any respect curtail their business relations with
27 the county.

28 (4) "Strike" means the refusal or failure by an employee or group of
29 employees to perform their duties of employment as assigned if a purpose of the refusal or
30 failure is to induce, force, or require the employer to act or refrain from acting with regard
31 to any matter.

32 (5) "Work stoppage" means:

33 (i) The willful absence of a group of employees from their positions;

1 (ii) The engaging in a slowdown by employees; or

2 (iii) The refusal of employees to perform job duties.]

3 [(b) In general, strikes, work stoppages, lockouts, and secondary boycotts are
4 prohibited.

5 (c) (1) Employees and employee organizations may not engage in, sponsor,
6 initiate, support, direct, or condone a strike, work stoppage, or secondary boycott.

7 (2) Employee organizations may not engage in, initiate, sponsor, or
8 support, directly or indirectly, picketing of the employer, its property, or field or office
9 facilities in furtherance of a strike, work stoppage, or secondary boycott.

10 (d) If an employee organization violates this section, the Board, after a majority
11 vote, may:

12 (1) Revoke the employee organization's designation as certified exclusive
13 representative;

14 (2) Disqualify the employee organization from participating in
15 representation elections for a period of up to 2 years; and

16 (3) Terminate immediately the payroll deductions for the employee
17 organization's dues.

18 (e) An employee who violates this section is subject to immediate disciplinary
19 action, which may include permanent dismissal from the employment by the employer for
20 just cause.]

21 **(B) PUBLIC LIBRARY EMPLOYEES AND EMPLOYEE ORGANIZATIONS SHALL
22 HAVE THE RIGHT TO ENGAGE IN A STRIKE.**

23 **(C) A PUBLIC LIBRARY EMPLOYER MAY NOT PROMISE, THREATEN, OR TAKE
24 ANY OF THE FOLLOWING ACTIONS AGAINST A PUBLIC LIBRARY EMPLOYEE:**

25 **(1) PERMANENTLY REPLACE THE PUBLIC LIBRARY EMPLOYEE FOR
26 SUPPORTING OR PARTICIPATING IN A STRIKE;**

27 **(2) DISCRIMINATE AGAINST THE PUBLIC LIBRARY EMPLOYEE WHO IS
28 WORKING, HAS RETURNED TO WORK, OR HAS OFFERED UNCONDITIONALLY TO
29 RETURN TO WORK FOR THE PUBLIC LIBRARY EMPLOYER AFTER SUPPORTING OR
30 PARTICIPATING IN A STRIKE; OR**

1 **(3) LOCK OUT, SUSPEND, OR OTHERWISE WITHHOLD EMPLOYMENT**
2 **FROM PUBLIC LIBRARY EMPLOYEES IN ORDER TO INFLUENCE THE POSITION OF THE**
3 **PUBLIC LIBRARY EMPLOYEES OR AN EMPLOYEE ORGANIZATION PRECEDING A**
4 **STRIKE.**

5 **[(f)] (D)** (1) The employer may not direct a lockout against employees.

6 (2) This subsection may not be construed to prohibit the employer from
7 exercising its managerial rights.

8 **23-901.1.**

9 **THIS SUBTITLE MAY NOT BE CONSTRUED TO INTERFERE WITH, DIMINISH, OR**
10 **LIMIT THE RIGHT TO STRIKE ESTABLISHED UNDER § 23-913 OF THIS SUBTITLE.**

11 23-908.

12 (a) If an employee organization is certified as described in this subtitle, the
13 employer and the employee organization shall enter into a collective bargaining agreement
14 that contains provisions regarding:

15 (1) Wages, hours, and terms and conditions of employment;

16 (2) The orderly processing and settlement of grievances regarding the
17 interpretation and implementation of the collective bargaining agreement that culminate
18 in final and binding arbitration; and

19 (3) Other topics that the parties may mutually agree to that were suitable
20 for bargaining.

21 (b) (1) The employer automatically shall deduct from the paycheck of an
22 employee who is a member of the bargaining unit represented by the certified exclusive
23 representative dues authorized and owed by the employee to the certified exclusive
24 representative if the employee submits to the employer a dues deduction authorization that
25 has been duly executed by the employee.

26 (2) Any dues deducted from paychecks under paragraph (1) of this
27 subsection shall be remitted to the certified exclusive representative.

28 (3) The employer automatically shall stop making payroll deductions
29 under paragraph (1) of this subsection on behalf of a certified exclusive representative if:

30 (i) The certified exclusive representative is decertified;

31 (ii) The certified exclusive representative's right to dues is revoked
32 under § 23-913(d)(3) of this subtitle;

1 (iii) The employee ceases to be a member of the bargaining unit
2 represented by the certified exclusive representative; or

3 (iv) Subject to paragraph (4) of this subsection, the employee revokes
4 the authorization for payments to the exclusive representative in accordance with the
5 procedures provided in a dues deduction authorization.

6 (4) The procedures provided in a dues deduction authorization utilized
7 under this subsection shall allow for a revocation of the authorization for payments to the
8 exclusive representative at least annually.

9 (c) This section may not be construed to[:

10 (1) Authorize or otherwise allow an employee to engage in a strike or work
11 stoppage, as those terms are defined in § 23–913 of this subtitle; or

12 (2) Restrict] **RESTRICT** the authority of the funding body of the applicable
13 county to determine the budget of the employer.

14 (d) (1) A collective bargaining agreement entered into under subsection (a) of
15 this section shall be effective on ratification by the majority of votes cast by the employees
16 in the bargaining unit and approval by the director and the employer.

17 (2) A single–year or multiyear collective bargaining agreement shall expire
18 at the close of the county’s fiscal year.

19 23–913.

20 (a) [(1)] In this section [the following words have the meanings indicated.

21 (2) “Lockout”], **“LOCKOUT”** means the temporary withholding of work, by
22 means of shutting down an operation or function in order to bring pressure on employees
23 or on their representatives to accept a change in compensation or rights, privileges,
24 obligations, or other terms and conditions of employment.

25 [(3) “Secondary boycott” means an activity by an employee organization or
26 its members that is intended to induce, encourage, or coerce persons doing business with
27 the employer to withhold, withdraw, or in any respect curtail their business relations with
28 the county.

29 (4) “Strike” means the refusal or failure by an employee or group of
30 employees to perform their duties of employment as assigned if a purpose of the refusal or
31 failure is to induce, force, or require the employer to act or refrain from acting with regard
32 to any matter.

33 (5) “Work stoppage” means:

1 (i) The willful absence of a group of employees from their positions;

2 (ii) The engaging in a slowdown by employees; or

3 (iii) The refusal of employees to perform job duties.]

4 [(b) In general, strikes, work stoppages, lockouts, and secondary boycotts are
5 prohibited.

6 (c) (1) Employees and employee organizations may not engage in, sponsor,
7 initiate, support, direct, or condone a strike, work stoppage, or secondary boycott.

8 (2) Employee organizations may not engage in, initiate, sponsor, or
9 support, directly or indirectly, picketing of the employer, its property, or field or office
10 facilities in furtherance of a strike, work stoppage, or secondary boycott.

11 (d) If an employee organization violates this section, the employer may:

12 (1) Revoke the employee organization's designation as certified exclusive
13 representative;

14 (2) Disqualify the employee organization from participating in
15 representation elections for a period of up to 2 years; and

16 (3) Terminate immediately the payroll deductions for the employee
17 organization's dues.

18 (e) An employee who violates this section is subject to immediate disciplinary
19 action, which may include permanent dismissal from the employment by the employer for
20 just cause.]

21 **(B) PUBLIC LIBRARY EMPLOYEES AND EMPLOYER ORGANIZATIONS SHALL
22 HAVE THE RIGHT TO ENGAGE IN A STRIKE.**

23 **(C) A PUBLIC LIBRARY EMPLOYER MAY NOT PROMISE, THREATEN, OR TAKE
24 ANY OF THE FOLLOWING ACTIONS AGAINST A PUBLIC LIBRARY EMPLOYEE:**

25 **(1) PERMANENTLY REPLACE THE PUBLIC LIBRARY EMPLOYEE FOR
26 SUPPORTING OR PARTICIPATING IN A STRIKE;**

27 **(2) DISCRIMINATE AGAINST THE PUBLIC LIBRARY EMPLOYEE WHO IS
28 WORKING, HAS RETURNED TO WORK, OR HAS OFFERED UNCONDITIONALLY TO
29 RETURN TO WORK FOR THE PUBLIC LIBRARY EMPLOYER AFTER SUPPORTING OR
30 PARTICIPATING IN A STRIKE; OR**

1 (3) **EXCEPT AS PROVIDED IN § 6–408, § 6–508, § 23–812, OR § 23–913**
2 **OF THE EDUCATION ARTICLE**, engaging in, inducing, or encouraging any person to
3 engage in a strike;

4 (4) interfering with the statutory duties of the State or a public employer;

5 (5) refusing to bargain in good faith; or

6 (6) not fairly representing employees in collective bargaining or in any
7 other matter in which the employee organization has the duty of fair representation.

8 22–406.

9 (a) [Except as provided in subsection (b) of this section, the] **THE** Board shall
10 certify as exclusive representative the employee organization receiving the votes in an
11 election from a majority of the employees voting in the election.

12 (b) [After notice and an opportunity for a hearing, the Board may deny or revoke
13 certification as exclusive representative of an employee organization for willful failure to
14 comply with this title.

15 (c)] Notwithstanding any other provision of this subtitle, the Board shall certify
16 the employee organization as the exclusive representative without an election if:

17 (1) a petition for an exclusive representative has been filed for a bargaining
18 unit;

19 (2) the Board finds that a majority of the employees in the bargaining unit
20 have signed valid authorizations designating the employee organization as their exclusive
21 representative; and

22 (3) no other employee organization is currently certified or recognized as
23 the exclusive representative of the bargaining unit.

24 **SECTION 2. AND BE IT FURTHER ENACTED**, That this Act shall take effect
25 October 1, 2026.