

HOUSE BILL 1539

K3, P1

6lr1231

By: **Delegate Wilson**

Introduced and read first time: February 13, 2026

Assigned to: Government, Labor, and Elections

A BILL ENTITLED

1 AN ACT concerning

2 **Maryland Labor Relations Act**

3 FOR the purpose of establishing the Maryland Labor Relations Board as an independent
4 unit of State government to oversee collective bargaining activities for certain
5 private sector employees; establishing that certain employees have the right to
6 participate in collective bargaining; establishing certain rights for employees and
7 employers related to collective bargaining; establishing certain procedures related to
8 elections and certification of exclusive representatives; prohibiting an employer and
9 employee organizations from engaging in certain unfair labor practices; and
10 generally relating to collective bargaining rights, unfair labor practices, and rights
11 of employees in the State.

12 BY adding to

13 Article – Labor and Employment

14 Section 4.5–101 through 4.5–502 to be under the new title “Title 4.5. Maryland Labor
15 Relations Act”

16 Annotated Code of Maryland
17 (2025 Replacement Volume)

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

20 **Article – Labor and Employment**

21 **TITLE 4.5. MARYLAND LABOR RELATIONS ACT.**

22 **SUBTITLE 1. DEFINITIONS; GENERAL PROVISIONS.**

23 **4.5–101.**

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 (A) IN THIS TITLE THE FOLLOWING WORDS HAVE THE MEANINGS
2 INDICATED.

3 (B) "BOARD" MEANS THE MARYLAND LABOR RELATIONS BOARD.

4 (C) (1) "EMPLOYEE" INCLUDES AN INDIVIDUAL:

5 (I) WHOSE WORK HAS CEASED AS A CONSEQUENCE OF, OR IN
6 CONNECTION WITH, AN EXISTING LABOR DISPUTE OR BECAUSE OF AN UNFAIR
7 LABOR PRACTICE; AND

8 (II) WHO HAS NOT OBTAINED OTHER REGULAR AND
9 SUBSTANTIALLY EQUIVALENT EMPLOYMENT.

10 (2) "EMPLOYEE" DOES NOT INCLUDE AN INDIVIDUAL EMPLOYED:

11 (I) AS AN AGRICULTURAL LABORER;

12 (II) IN DOMESTIC SERVICE OF A FAMILY OR AN INDIVIDUAL IN
13 THE HOME OF THE FAMILY OR INDIVIDUAL;

14 (III) BY THE INDIVIDUAL'S PARENT OR SPOUSE;

15 (IV) AS AN INDEPENDENT CONTRACTOR;

16 (V) BY AN EMPLOYER SUBJECT TO THE FEDERAL RAILWAY
17 LABOR ACT; OR

18 (VI) AS A SUPERVISORY EMPLOYEE.

19 (D) "EMPLOYEE ORGANIZATION" MEANS A LABOR ORGANIZATION IN WHICH
20 EMPLOYEES PARTICIPATE AND THAT HAS AS ONE OF ITS PRIMARY PURPOSES
21 REPRESENTING EMPLOYEES.

22 (E) "EMPLOYER" INCLUDES ANY PERSON ACTING AS AN AGENT OF AN
23 EMPLOYER, DIRECTLY OR INDIRECTLY.

24 (F) "EXCLUSIVE REPRESENTATIVE" MEANS AN EMPLOYEE ORGANIZATION
25 THAT HAS BEEN CERTIFIED BY THE BOARD AS AN EXCLUSIVE REPRESENTATIVE.

26 (G) "SUPERVISORY EMPLOYEE" MEANS AN EMPLOYEE WITH THE
27 AUTHORITY, IN THE INTEREST OF THE EMPLOYER, TO:

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

3 **(2) RESPONSIBLY DIRECT EMPLOYEES FOR MORE THAN 50% OF THE**
4 **EMPLOYEES' WORKING HOURS; OR**

5 **(3) ADDRESS AND RESOLVE THE GRIEVANCES OF EMPLOYEES.**

6 **4.5-102.**

7 **THIS TITLE MAY NOT BE CONSTRUED TO INTERFERE WITH, IMPEDE, OR**
8 **DIMINISH AN EMPLOYEE'S RIGHT TO STRIKE.**

9 **SUBTITLE 2. MARYLAND LABOR RELATIONS BOARD.**

10 **4.5-201.**

11 **THERE IS A MARYLAND LABOR RELATIONS BOARD AS AN INDEPENDENT UNIT**
12 **OF STATE GOVERNMENT.**

13 **4.5-202.**

14 **(A) THE GOVERNOR SHALL APPOINT, WITH THE ADVICE AND CONSENT OF**
15 **THE SENATE:**

16 **(1) A CHAIR OF THE BOARD; AND**

17 **(2) FOUR MEMBERS OF THE BOARD.**

18 **(B) EACH MEMBER OF THE BOARD MUST:**

19 **(1) HAVE KNOWLEDGE OF AND EXPERIENCE WITH LABOR LAW, LABOR**
20 **MEDIATION, OR LABOR NEGOTIATIONS; AND**

21 **(2) BE KNOWN FOR OBJECTIVE AND INDEPENDENT JUDGMENT.**

22 **(C) (1) THE TERM OF A BOARD MEMBER IS 5 YEARS.**

23 **(2) THE TERMS OF THE MEMBERS ARE STAGGERED BY THE TERMS**
24 **PROVIDED FOR MEMBERS OF THE BOARD ON THE EFFECTIVE DATE OF CHAPTER**
25 **_____ (H.B. 1539) OF THE ACTS OF THE GENERAL ASSEMBLY OF 2026.**

1 **(3) A VACANCY SHALL BE FILLED FOR AN UNEXPIRED TERM IN THE**
2 **SAME MANNER AS AN ORIGINAL APPOINTMENT.**

3 **(4) AT THE END OF THE TERM, A MEMBER CONTINUES TO SERVE**
4 **UNTIL A SUCCESSOR IS APPOINTED AND QUALIFIES.**

5 **(5) A MEMBER WHO IS APPOINTED AFTER A TERM HAS BEGUN SERVES**
6 **ONLY FOR THE REST OF THE TERM AND UNTIL A SUCCESSOR IS APPOINTED AND**
7 **QUALIFIES.**

8 **(D) THE GOVERNOR MAY REMOVE A BOARD MEMBER FOR:**

9 **(1) INCOMPETENCE;**

10 **(2) MISCONDUCT;**

11 **(3) UNPROFESSIONAL CONDUCT; OR**

12 **(4) DISHONORABLE CONDUCT.**

13 **(E) IN MAKING APPOINTMENTS TO THE BOARD, THE GOVERNOR SHALL**
14 **ENSURE, TO THE EXTENT PRACTICABLE, THAT THE RATIO OF MALE TO FEMALE**
15 **MEMBERS AND THE RACIAL MAKEUP OF THE BOARD IS REFLECTIVE OF THE**
16 **GENERAL POPULATION OF THE STATE.**

17 **(F) (1) A BOARD MEMBER IS ENTITLED TO:**

18 **(I) THE COMPENSATION PROVIDED IN THE STATE BUDGET;**
19 **AND**

20 **(II) REIMBURSEMENT FOR EXPENSES UNDER THE STANDARD**
21 **STATE TRAVEL REGULATIONS, AS PROVIDED IN THE STATE BUDGET.**

22 **(2) THE CHAIR OF THE BOARD SHALL GIVE FULL-TIME TO THE**
23 **DUTIES OF CHAIR AND IS ENTITLED TO A SALARY AS PROVIDED IN THE STATE**
24 **BUDGET.**

25 **(G) THE BOARD SHALL SET THE TIMES AND PLACES OF ITS MEETINGS.**

26 **(H) THREE MEMBERS OF THE BOARD SHALL CONSTITUTE A QUORUM FOR:**

27 **(1) THE TRANSACTION OF ANY BUSINESS; OR**

1 **(2) THE EXERCISE OF ANY POWER OR THE PERFORMANCE OF ANY**
2 **DUTY AUTHORIZED OR IMPOSED BY LAW.**

3 **4.5-203.**

4 **(A) THE BOARD IS RESPONSIBLE FOR ADMINISTERING AND ENFORCING**
5 **THIS TITLE.**

6 **(B) IN ADDITION TO THE POWERS AND DUTIES OTHERWISE PROVIDED**
7 **UNDER THIS TITLE, THE BOARD MAY:**

8 **(1) ESTABLISH PROCEDURES FOR, SUPERVISE THE CONDUCT OF, AND**
9 **RESOLVE DISPUTES REGARDING ELECTIONS FOR EXCLUSIVE REPRESENTATIVES;**

10 **(2) ESTABLISH PROCEDURES FOR AND RESOLVE DISPUTES**
11 **REGARDING PETITIONS FOR BARGAINING UNIT CLARIFICATION;**

12 **(3) ESTABLISH PROCEDURES FOR AND RESOLVE DISPUTES**
13 **REGARDING PETITIONS AND ELECTIONS FOR DECERTIFICATION OF AN EXCLUSIVE**
14 **REPRESENTATIVE;**

15 **(4) INVESTIGATE AND TAKE APPROPRIATE ACTION IN RESPONSE TO**
16 **CHARGES OF UNFAIR LABOR PRACTICES; AND**

17 **(5) ESTABLISH PROCEDURES FOR AND RESOLVE DISPUTES**
18 **REGARDING THE NEGOTIABILITY OF BARGAINING SUBJECTS.**

19 **(C) THE BOARD SHALL HAVE BROAD DISCRETION TO TAKE AND ORDER**
20 **REMEDIAL ACTIONS WHEN IT FINDS THAT A PARTY HAS COMMITTED AN UNFAIR**
21 **LABOR PRACTICE, INCLUDING THE RESTORATION OF ANY RIGHT, PAY, STATUS, OR**
22 **BENEFIT LOST BY AN EMPLOYEE OR GROUP OF EMPLOYEES DUE TO VIOLATIONS OF**
23 **THIS TITLE.**

24 **(D) TO ENFORCE THIS TITLE, THE BOARD MAY:**

25 **(1) ISSUE SUBPOENAS; AND**

26 **(2) ADMINISTER OATHS AND AFFIRMATIONS, EXAMINE WITNESSES,**
27 **AND RECEIVE EVIDENCE.**

28 **SUBTITLE 3. RIGHTS AND DUTIES OF EMPLOYEES, EMPLOYERS, AND EXCLUSIVE**
29 **REPRESENTATIVES.**

1 **4.5-301.**

2 (A) **EMPLOYEES HAVE THE RIGHT TO:**

3 (1) **ENGAGE IN CONCERTED ACTIVITIES FOR THE PURPOSES OF**
4 **MUTUAL AID OR PROTECTION;**

5 (2) **REFRAIN FROM ANY OR ALL ACTIVITIES DESCRIBED UNDER ITEM**
6 **(1) OF THIS SUBSECTION;**

7 (3) **FORM, JOIN, AND PARTICIPATE IN, OR REFRAIN FROM FORMING,**
8 **JOINING, OR PARTICIPATING IN ANY EMPLOYEE ORGANIZATION OF THEIR OWN**
9 **CHOOSING;**

10 (4) **BE REPRESENTED BY EMPLOYEE ORGANIZATIONS AND**
11 **NEGOTIATE COLLECTIVELY WITH THEIR EMPLOYERS IN THE DETERMINATION OF**
12 **THEIR TERMS AND CONDITIONS OF EMPLOYMENT AND THE ADMINISTRATION OF**
13 **GRIEVANCES ARISING UNDER EMPLOYMENT; AND**

14 (5) **BE FAIRLY REPRESENTED BY THEIR EXCLUSIVE**
15 **REPRESENTATIVE, IF ANY, IN COLLECTIVE BARGAINING.**

16 (B) **EXCEPT AS PROVIDED IN SUBSECTION (C) OF THIS SECTION, AN**
17 **EMPLOYEE ORGANIZATION MAY ESTABLISH REASONABLE:**

18 (1) **RESTRICTIONS AS TO WHO MAY JOIN; AND**

19 (2) **PROVISIONS FOR THE DISMISSAL OF INDIVIDUALS FROM**
20 **MEMBERSHIP.**

21 (C) **AN EMPLOYEE ORGANIZATION MAY NOT ESTABLISH RESTRICTIONS AND**
22 **PROVISIONS UNDER SUBSECTION (B) OF THIS SECTION THAT DISCRIMINATE WITH**
23 **REGARD TO THE TERMS OR CONDITIONS OF MEMBERSHIP BECAUSE OF:**

24 (1) **AGE;**

25 (2) **ANCESTRY;**

26 (3) **COLOR;**

27 (4) **CREED;**

28 (5) **GENDER IDENTITY;**

- 1 **(6) MARITAL STATUS;**
- 2 **(7) MENTAL OR PHYSICAL DISABILITY;**
- 3 **(8) NATIONAL ORIGIN;**
- 4 **(9) RACE;**
- 5 **(10) RELIGIOUS AFFILIATION, BELIEF, OR OPINION;**
- 6 **(11) SEX; OR**
- 7 **(12) SEXUAL ORIENTATION.**

8 **4.5-302.**

9 **AN EMPLOYER SHALL EXTEND TO AN EXCLUSIVE REPRESENTATIVE THE**
10 **RIGHT TO:**

11 **(1) REPRESENT EMPLOYEES IN:**

12 **(I) NEGOTIATIONS NOTWITHSTANDING THE EXISTENCE OF AN**
13 **AGREEMENT WITH AN EMPLOYEE ORGANIZATION THAT IS NO LONGER CERTIFIED OR**
14 **RECOGNIZED; AND**

15 **(II) THE SETTLEMENT OF GRIEVANCES;**

16 **(2) (I) ON REQUEST, INFORMATION FROM THE EMPLOYER**
17 **RELEVANT TO THE ADMINISTRATION AND NEGOTIATION OF AN AGREEMENT OR THE**
18 **PROPER PERFORMANCE OF THE EMPLOYEE ORGANIZATION'S DUTIES AS THE**
19 **EMPLOYEES' REPRESENTATIVE; AND**

20 **(II) HAVE THE INFORMATION REQUESTED UNDER ITEM (I) OF**
21 **THIS ITEM MADE AVAILABLE AS SOON AS PRACTICABLE, BUT NOT LATER THAN 30**
22 **DAYS AFTER THE EMPLOYER RECEIVES THE REQUEST; AND**

23 **(3) COMMUNICATE WITH THE EXCLUSIVE REPRESENTATIVE'S**
24 **MEMBERS AND ELECTED OFFICIALS, IN A MANNER AND AT TIMES AT THE EXCLUSIVE**
25 **REPRESENTATIVE'S DISCRETION, CONCERNING ISSUES RELEVANT TO THE**
26 **ADMINISTRATION AND NEGOTIATION OF AN AGREEMENT.**

27 **4.5-303.**

1 **(A) AN EMPLOYER HAS THE RIGHT TO:**

2 **(1) DETERMINE HOW THE GOALS OF THE EMPLOYER, INCLUDING THE**
3 **FUNCTIONS AND PROGRAMS OF THE EMPLOYER, THE EMPLOYER'S OVERALL**
4 **BUDGET, AND THE EMPLOYER'S ORGANIZATIONAL STRUCTURE, ARE TO BE CARRIED**
5 **OUT; AND**

6 **(2) DIRECT EMPLOYEES OF THE EMPLOYER.**

7 **(B) AN EMPLOYER OR AN EMPLOYEE ORGANIZATION MAY NOT INTERFERE**
8 **WITH, INTIMIDATE, RESTRAIN, COERCE, OR DISCRIMINATE AGAINST AN EMPLOYEE**
9 **BECAUSE THE EMPLOYEE EXERCISES RIGHTS GRANTED UNDER THIS TITLE.**

10 **4.5-304.**

11 **(A) AN EMPLOYER AND ITS OFFICERS, EMPLOYEES, AGENTS, OR**
12 **REPRESENTATIVES MAY NOT ENGAGE IN AN UNFAIR LABOR PRACTICE, INCLUDING:**

13 **(1) INTERFERING WITH, RESTRAINING, OR COERCING EMPLOYEES IN**
14 **THE EXERCISE OF THE EMPLOYEES' RIGHTS UNDER THIS TITLE;**

15 **(2) DOMINATING, INTERFERING WITH, CONTRIBUTING FINANCIAL OR**
16 **OTHER SUPPORT TO, OR ASSISTING IN THE FORMATION, EXISTENCE, OR**
17 **ADMINISTRATION OF AN EMPLOYEE ORGANIZATION;**

18 **(3) GRANTING ADMINISTRATIVE LEAVE TO EMPLOYEES TO ATTEND**
19 **EMPLOYER SPONSORED OR SUPPORTED MEETINGS OR EVENTS RELATING TO AN**
20 **ELECTION UNDER THIS TITLE, UNLESS THE EMPLOYER GRANTS EMPLOYEES AT**
21 **LEAST THE SAME AMOUNT OF ADMINISTRATIVE LEAVE TO ATTEND LABOR**
22 **ORGANIZATION SPONSORED OR SUPPORTED MEETINGS OR EMPLOYEE MEETINGS;**

23 **(4) DISCRIMINATING IN HIRING, TENURE, OR A TERM OR CONDITION**
24 **OF EMPLOYMENT TO ENCOURAGE OR DISCOURAGE MEMBERSHIP IN AN EMPLOYEE**
25 **ORGANIZATION;**

26 **(5) DISCHARGING OR DISCRIMINATING AGAINST AN EMPLOYEE**
27 **BECAUSE OF THE SIGNING OR FILING OF AN AFFIDAVIT, A PETITION, OR A**
28 **COMPLAINT, OR GIVING INFORMATION OR TESTIMONY IN CONNECTION WITH**
29 **MATTERS ARISING UNDER THIS TITLE;**

1 **(6) FAILING TO PROVIDE ALL EMPLOYEE ORGANIZATIONS INVOLVED**
2 **IN AN ELECTION THE SAME RIGHTS OF ACCESS AS REQUIRED BY THE BOARD**
3 **THROUGH REGULATION;**

4 **(7) ENGAGING IN SURVEILLANCE OF UNION ACTIVITIES;**

5 **(8) REFUSING TO BARGAIN IN GOOD FAITH; OR**

6 **(9) FAILING TO MEET AN ESTABLISHED NEGOTIATION DEADLINE,**
7 **UNLESS A WRITTEN AGREEMENT BETWEEN THE EMPLOYER AND THE EXCLUSIVE**
8 **REPRESENTATIVE PROVIDES OTHERWISE.**

9 **(B) EMPLOYEE ORGANIZATIONS AND THEIR AGENTS OR REPRESENTATIVES**
10 **ARE PROHIBITED FROM ENGAGING IN AN UNFAIR LABOR PRACTICE, INCLUDING:**

11 **(1) INTERFERING WITH, RESTRAINING, OR COERCING EMPLOYEES IN**
12 **THE EXERCISE OF THE EMPLOYEES' RIGHTS UNDER THIS TITLE;**

13 **(2) CAUSING OR ATTEMPTING TO CAUSE AN EMPLOYER TO**
14 **DISCRIMINATE IN HIRING, TENURE, OR A TERM OR CONDITION OF EMPLOYMENT TO**
15 **ENCOURAGE OR DISCOURAGE MEMBERSHIP IN AN EMPLOYEE ORGANIZATION;**

16 **(3) REFUSING TO BARGAIN IN GOOD FAITH; OR**

17 **(4) NOT FAIRLY REPRESENTING EMPLOYEES IN COLLECTIVE**
18 **BARGAINING OR IN ANY OTHER MATTER IN WHICH THE EMPLOYEE ORGANIZATION**
19 **HAS THE DUTY OF FAIR REPRESENTATION.**

20 **4.5-305.**

21 **(A) EACH EXCLUSIVE REPRESENTATIVE HAS THE RIGHT TO COMMUNICATE**
22 **WITH THE EMPLOYEES THAT IT REPRESENTS.**

23 **(B) (1) AN EMPLOYER SHALL ALLOW AN EXCLUSIVE REPRESENTATIVE**
24 **TO:**

25 **(I) MEET WITH A NEW EMPLOYEE IN A BARGAINING UNIT**
26 **REPRESENTED BY THE EXCLUSIVE REPRESENTATIVE WITHIN THE FIRST FULL PAY**
27 **PERIOD OF THE NEW EMPLOYEE'S START DATE; OR**

28 **(II) ATTEND AND PARTICIPATE IN A NEW EMPLOYEE PROGRAM**
29 **THAT INCLUDES ONE OR MORE EMPLOYEES WHO ARE IN A BARGAINING UNIT**
30 **REPRESENTED BY THE EXCLUSIVE REPRESENTATIVE.**

1 **(2) THE NEW EMPLOYEE PROGRAM DESCRIBED IN PARAGRAPH (1)(II)**
2 **OF THIS SUBSECTION MAY BE A NEW EMPLOYEE ORIENTATION, TRAINING, OR OTHER**
3 **PROGRAM THAT THE EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE NEGOTIATE.**

4 **(3) (I) SUBJECT TO SUBPARAGRAPH (II) OF THIS PARAGRAPH, THE**
5 **EXCLUSIVE REPRESENTATIVE SHALL BE ALLOWED AT LEAST 30 MINUTES TO MEET**
6 **WITH THE NEW EMPLOYEE OR TO COLLECTIVELY ADDRESS ALL NEW EMPLOYEES IN**
7 **ATTENDANCE DURING A NEW EMPLOYEE PROGRAM.**

8 **(II) AN EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE MAY**
9 **NEGOTIATE A PERIOD OF TIME THAT IS MORE THAN 30 MINUTES.**

10 **(4) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS**
11 **PARAGRAPH, A MEETING BETWEEN THE NEW EMPLOYEE AND THE EXCLUSIVE**
12 **REPRESENTATIVE SHALL BE IN PERSON.**

13 **(II) AN EXCLUSIVE REPRESENTATIVE MAY CHOOSE TO MEET**
14 **WITH A NEW EMPLOYEE BY VIDEO OR SIMILAR TECHNOLOGY.**

15 **(5) AN EMPLOYER:**

16 **(I) SHALL ENCOURAGE AN EMPLOYEE TO MEET WITH THE**
17 **EXCLUSIVE REPRESENTATIVE OR ATTEND THE PORTION OF A NEW EMPLOYEE**
18 **PROGRAM DESIGNATED FOR AN EXCLUSIVE REPRESENTATIVE TO ADDRESS NEW**
19 **EMPLOYEES; AND**

20 **(II) MAY NOT REQUIRE AN EMPLOYEE TO MEET WITH AN**
21 **EXCLUSIVE REPRESENTATIVE OR ATTEND THE PORTION OF A NEW EMPLOYEE**
22 **PROGRAM DESIGNATED FOR AN EXCLUSIVE REPRESENTATIVE TO ADDRESS NEW**
23 **EMPLOYEES IF THE EMPLOYEE OBJECTS TO ATTENDING.**

24 **(c) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION**
25 **AND SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, AN EMPLOYER SHALL**
26 **PROVIDE THE EXCLUSIVE REPRESENTATIVE AT LEAST 10 DAYS' NOTICE OF THE**
27 **START DATE OF A NEW EMPLOYEE IN A BARGAINING UNIT REPRESENTED BY THE**
28 **EXCLUSIVE REPRESENTATIVE.**

29 **(2) AN EMPLOYER MAY PROVIDE THE EXCLUSIVE REPRESENTATIVE**
30 **WITH LESS THAN 10 DAYS' NOTICE IF THERE IS AN URGENT NEED CRITICAL TO THE**
31 **EMPLOYER THAT WAS NOT REASONABLY FORESEEABLE.**

1 **(3) THE NOTICE REQUIRED UNDER PARAGRAPH (1) OF THIS**
2 **SUBSECTION SHALL:**

3 **(I) BE PROVIDED ELECTRONICALLY TO THE LOCAL PRESIDENT**
4 **OR EXCLUSIVE REPRESENTATIVE DESIGNEE WITHIN 5 DAYS OF THE START OF ANY**
5 **CHECK-IN EVENT THE EMPLOYER OBLIGATES THE EMPLOYEE TO ATTEND;**

6 **(II) EXCEPT AS PROVIDED IN ITEM (III) OF THIS PARAGRAPH,**
7 **INCLUDE THE NEW EMPLOYEE'S NAME, UNIT, AND ALL EMPLOYEE IDENTIFICATION**
8 **NUMBERS;**

9 **(III) EXCLUDE THE NEW EMPLOYEE'S SOCIAL SECURITY**
10 **NUMBER; AND**

11 **(IV) BE CONSIDERED CONFIDENTIAL BY AN EXCLUSIVE**
12 **REPRESENTATIVE.**

13 **(4) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS**
14 **PARAGRAPH, AN EXCLUSIVE REPRESENTATIVE MAY NOT DISCLOSE THE**
15 **INFORMATION IN A NOTICE.**

16 **(II) THE EXCLUSIVE REPRESENTATIVE MAY AUTHORIZE A**
17 **THIRD-PARTY CONTRACTOR TO USE THE INFORMATION IN A NOTICE, AS DIRECTED**
18 **BY THE EXCLUSIVE REPRESENTATIVE, TO FULFILL THE EXCLUSIVE**
19 **REPRESENTATIVE'S STATUTORY DUTIES.**

20 **4.5-306.**

21 **AN EMPLOYEE ORGANIZATION CERTIFIED AS THE EXCLUSIVE**
22 **REPRESENTATIVE SHALL:**

23 **(1) SERVE AS THE SOLE AND EXCLUSIVE BARGAINING AGENT FOR ALL**
24 **EMPLOYEES IN THE BARGAINING UNIT;**

25 **(2) REPRESENT FAIRLY AND WITHOUT DISCRIMINATION ALL**
26 **EMPLOYEES IN THE BARGAINING UNIT, WHETHER OR NOT THE EMPLOYEES ARE**
27 **MEMBERS OF THE EMPLOYEE ORGANIZATION OR ARE PAYING DUES OR OTHER**
28 **CONTRIBUTIONS TO IT OR PARTICIPATING IN ITS AFFAIRS; AND**

29 **(3) PROMPTLY FILE WITH THE BOARD ALL CHANGES AND**
30 **AMENDMENTS TO THE EMPLOYEE ORGANIZATION'S GOVERNING DOCUMENTS.**

31 **4.5-307.**

1 **(A) THIS SECTION MAY NOT BE CONSTRUED TO REQUIRE AN EMPLOYEE TO**
2 **BECOME A MEMBER OF AN EMPLOYEE ORGANIZATION.**

3 **(B) AN EMPLOYEE ORGANIZATION IS ENTITLED TO MEMBERSHIP DUES**
4 **DEDUCTION ON PRESENTATION BY THE EMPLOYEE ORGANIZATION OF:**

5 **(1) A DUES DEDUCTION AUTHORIZATION CARD;**

6 **(2) AN ELECTRONIC MEMBERSHIP APPLICATION; OR**

7 **(3) OTHER PROOF DOCUMENTING THAT AN EMPLOYEE HAS**
8 **ASSENTED TO MEMBERSHIP DUES DEDUCTION.**

9 **(C) (1) AN EMPLOYER SHALL COMMENCE MAKING DUES DEDUCTIONS AS**
10 **SOON AS PRACTICABLE, BUT NOT LATER THAN 30 DAYS AFTER RECEIVING THE**
11 **PROOF PRESENTED UNDER SUBSECTION (B) OF THIS SECTION.**

12 **(2) AN EMPLOYER SHALL TRANSMIT MEMBERSHIP DUES TO THE**
13 **EMPLOYEE ORGANIZATION WITHIN 30 DAYS AFTER THE DEDUCTIONS ARE MADE.**

14 **(3) AN EMPLOYER SHALL ACCEPT AN AUTHORIZATION TO DEDUCT**
15 **FROM THE SALARY OF AN EMPLOYEE AN AMOUNT FOR THE PAYMENT OF DUES IN**
16 **ANY FORMAT AUTHORIZED UNDER § 21-106 OF THE COMMERCIAL LAW ARTICLE.**

17 **SUBTITLE 4. ELECTIONS AND CERTIFICATIONS OF EXCLUSIVE REPRESENTATIVES.**

18 **4.5-401.**

19 **(A) EXCEPT AS OTHERWISE PROVIDED IN THIS SUBTITLE, THE BOARD**
20 **SHALL CONDUCT AN ELECTION FOR AN EXCLUSIVE REPRESENTATIVE OF A**
21 **BARGAINING UNIT IF:**

22 **(1) A VALID PETITION IS FILED IN ACCORDANCE WITH § 4.5-402 OF**
23 **THIS SUBTITLE; AND**

24 **(2) THE BARGAINING UNIT INVOLVED IN THE PETITION IS**
25 **DETERMINED TO BE AN APPROPRIATE BARGAINING UNIT UNDER § 4.5-403 OF THIS**
26 **SUBTITLE.**

27 **(B) THE BOARD MAY NOT CONDUCT AN ELECTION FOR AN EXCLUSIVE**
28 **REPRESENTATIVE OF A BARGAINING UNIT IF THE BOARD HAS CONDUCTED AN**

1 ELECTION OR CERTIFIED AN EXCLUSIVE REPRESENTATIVE FOR THAT BARGAINING
2 UNIT WITHIN THE IMMEDIATELY PRECEDING 12 MONTHS.

3 (C) (1) AN EXCLUSIVE REPRESENTATIVE OR A BARGAINING UNIT IN
4 EXISTENCE BEFORE THE EFFECTIVE DATE OF CHAPTER ____ (H.B.1539) OF THE
5 ACTS OF THE GENERAL ASSEMBLY OF 2026 SHALL CONTINUE:

6 (I) WITHOUT THE REQUIREMENT OF AN ELECTION AND
7 CERTIFICATION UNTIL A QUESTION CONCERNING REPRESENTATION IS RAISED
8 UNDER THIS TITLE; OR

9 (II) UNTIL THE BOARD FINDS THE UNIT NOT TO BE
10 APPROPRIATE AFTER CHALLENGE BY THE EMPLOYER, A MEMBER OF THE UNIT, OR
11 AN EMPLOYEE ORGANIZATION.

12 (2) (I) THE APPROPRIATENESS OF THE UNIT MAY NOT BE
13 CHALLENGED UNTIL THE EXPIRATION OF ANY COLLECTIVE BARGAINING
14 AGREEMENT.

15 (II) THE BOARD MAY NOT MODIFY ANY BARGAINING UNIT
16 DETERMINED UNDER EXISTING LAW.

17 4.5-402.

18 (A) A PETITION FOR THE ELECTION OF AN EXCLUSIVE REPRESENTATIVE OF
19 A BARGAINING UNIT MAY BE FILED WITH THE BOARD BY:

20 (1) AN EMPLOYEE ORGANIZATION SEEKING CERTIFICATION AS AN
21 EXCLUSIVE REPRESENTATIVE; OR

22 (2) AN EMPLOYEE, A GROUP OF EMPLOYEES, OR AN EMPLOYEE
23 ORGANIZATION SEEKING A NEW ELECTION TO DETERMINE AN EXCLUSIVE
24 REPRESENTATIVE.

25 (B) A PETITION SHALL:

26 (1) CONTAIN THE INFORMATION THE BOARD REQUIRES; AND

27 (2) BE ACCOMPANIED BY SHOWING OF INTEREST FORMS FROM AT
28 LEAST 30% OF THE EMPLOYEES IN THE APPROPRIATE UNIT INDICATING THEIR
29 DESIRE TO BE EXCLUSIVELY REPRESENTED BY THE EXCLUSIVE REPRESENTATIVE
30 NAMED IN THE PETITION FOR THE PURPOSE OF COLLECTIVE BARGAINING.

1 **(C) IF THE BOARD DETERMINES THAT A REQUIRED SHOWING OF INTEREST**
2 **IS NOT ADEQUATE, THE BOARD:**

3 **(1) SHALL ALLOW AN ADDITIONAL 30 DAYS FOR THE PETITIONER TO**
4 **SUBMIT ADDITIONAL SHOWING OF INTEREST FORMS AFTER THE PETITIONER IS**
5 **NOTIFIED OF THE DETERMINATION; AND**

6 **(2) MAY, FOR GOOD CAUSE, PROVIDE ADDITIONAL TIME TO THE**
7 **PETITIONER TO PROVIDE ADDITIONAL FORMS.**

8 **(D) IF A PETITION IS SUPPORTED BY MORE THAN 50% OF THE EMPLOYEES**
9 **IN THE BARGAINING UNIT, THE EMPLOYER SHALL IMMEDIATELY RECOGNIZE THE**
10 **EMPLOYEE ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE AND AFFORD TO**
11 **THE EXCLUSIVE REPRESENTATIVE AND ITS MEMBERS ALL RIGHTS DUE UNDER THIS**
12 **TITLE.**

13 **(E) (1) A PETITION FILED UNDER SUBSECTION (A) OF THIS SECTION**
14 **SHALL INCLUDE SHOWING OF INTEREST FORMS PROVIDED TO THE BOARD FROM AN**
15 **EMPLOYEE ORGANIZATION.**

16 **(2) THE BOARD SHALL ACCEPT A SHOWING OF INTEREST FORM**
17 **WHETHER THE SIGNATURES ON THE FORM ARE ELECTRONIC OR HANDWRITTEN.**

18 **(3) (I) FOR AN ELECTION THAT IS CONDUCTED TO DETERMINE**
19 **WHETHER AN EXCLUSIVE REPRESENTATIVE SHOULD REPRESENT A UNIT, A**
20 **SHOWING OF INTEREST FORM IS VALID IF THE SIGNATURES WERE COLLECTED**
21 **WITHIN THE 18-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH A**
22 **PETITION FOR THE ELECTION IS FILED.**

23 **(II) FOR AN ELECTION THAT IS CONDUCTED TO DETERMINE**
24 **WHETHER AN EXCLUSIVE REPRESENTATIVE SHOULD NO LONGER REPRESENT A**
25 **UNIT, A SHOWING OF INTEREST FORM IS VALID IF THE SIGNATURES WERE**
26 **COLLECTED WITHIN THE 9-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON**
27 **WHICH THE PETITION FOR ELECTION IS FILED.**

28 **(4) A SHOWING OF INTEREST FORM MAY BE USED BY AN EMPLOYEE**
29 **FOR EACH EMPLOYER THAT EMPLOYS THE EMPLOYEE.**

30 **(F) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, AN EMPLOYER**
31 **SHALL PROVIDE TO THE BOARD AND THE EMPLOYEE ORGANIZATION AN**
32 **ALPHABETICAL LIST OF EMPLOYEES IN EACH BARGAINING UNIT WITHIN 2 DAYS**
33 **AFTER A PETITION FOR AN ELECTION IS FILED.**

1 **(2) THE LIST REQUIRED TO BE PROVIDED UNDER PARAGRAPH (1) OF**
2 **THIS SUBSECTION SHALL:**

3 **(I) INCLUDE FOR EACH EMPLOYEE ON THE PAYROLL FOR THE**
4 **LAST PAY PERIOD BEFORE A PETITION FOR ELECTION IS FILED, THE EMPLOYEE'S:**

5 1. **NAME;**

6 2. **JOB TITLE AND DESCRIPTION;**

7 3. **HOME AND WORK SITE ADDRESSES WHERE THE**
8 **EMPLOYEE RECEIVES INTEROFFICE OR UNITED STATES MAIL;**

9 4. **HOME AND WORK SITE TELEPHONE NUMBERS;**

10 5. **PERSONAL CELL PHONE NUMBER; AND**

11 6. **WORK E-MAIL ADDRESS; AND**

12 **(II) IDENTIFY EACH EMPLOYEE THAT SHOULD BE EXCLUDED AS**
13 **AN ELIGIBLE VOTER WITH A STATEMENT EXPLAINING THE REASON FOR THE**
14 **EXCLUSION.**

15 **(3) AN EMPLOYER MAY NOT CHALLENGE THE ELIGIBILITY OF AN**
16 **EMPLOYEE'S VOTE IN AN ELECTION IF THE EMPLOYER FAILS TO EXPLAIN THE**
17 **REASON FOR EXCLUDING AN EMPLOYEE UNDER THIS SUBSECTION, AS REQUIRED**
18 **UNDER PARAGRAPH (2) OF THIS SUBSECTION.**

19 **4.5-403.**

20 **(A) (1) EXCEPT AS OTHERWISE PROVIDED IN THIS TITLE, THE BOARD**
21 **SHALL DETERMINE THE APPROPRIATENESS OF EACH BARGAINING UNIT.**

22 **(2) IF THERE IS NO DISPUTE ABOUT THE APPROPRIATENESS OF THE**
23 **ESTABLISHMENT OF THE BARGAINING UNIT, THE BOARD SHALL ISSUE AN ORDER**
24 **DEFINING AN APPROPRIATE BARGAINING UNIT.**

25 **(3) IF THERE IS A DISPUTE ABOUT THE APPROPRIATENESS OF THE**
26 **ESTABLISHMENT OF THE BARGAINING UNIT, THE BOARD SHALL:**

27 **(I) CONDUCT A HEARING; AND**

1 **(II) ISSUE AN ORDER DEFINING AN APPROPRIATE BARGAINING**
2 **UNIT.**

3 **(B) IF THE APPROPRIATE BARGAINING UNIT AS DETERMINED BY THE**
4 **BOARD DIFFERS FROM THE BARGAINING UNIT DESCRIBED IN THE PETITION, THE**
5 **BOARD MAY:**

6 **(1) DISMISS THE PETITION; OR**

7 **(2) DIRECT AN ELECTION IN THE APPROPRIATE BARGAINING UNIT IF**
8 **AT LEAST 30% OF THE SIGNATURES INCLUDED IN THE PETITION ARE OF EMPLOYEES**
9 **IN THE APPROPRIATE BARGAINING UNIT.**

10 **4.5-404.**

11 **EACH EMPLOYEE ORGANIZATION THAT SEEKS CERTIFICATION AS AN**
12 **EXCLUSIVE REPRESENTATIVE SHALL FILE WITH THE BOARD:**

13 **(1) A COPY OF THE EMPLOYEE ORGANIZATION'S GOVERNING**
14 **DOCUMENTS THAT:**

15 **(I) GIVE INDIVIDUAL MEMBERS THE RIGHT TO PARTICIPATE IN**
16 **ACTIVITIES OF THE ORGANIZATION;**

17 **(II) REQUIRE PERIODIC ELECTIONS BY SECRET BALLOT THAT**
18 **ARE CONDUCTED WITH RECOGNIZED SAFEGUARDS TO ENSURE THE EQUAL RIGHTS**
19 **OF ALL MEMBERS TO NOMINATE, SEEK OFFICE, AND VOTE IN THE ELECTIONS; AND**

20 **(III) DIRECT FULL AND ACCURATE ACCOUNTING OF ALL INCOME**
21 **AND EXPENSES USING STANDARD ACCOUNTING METHODS; AND**

22 **(2) A CERTIFICATION THAT THE EMPLOYEE ORGANIZATION ACCEPTS**
23 **MEMBERS WITHOUT REGARD TO ANY CHARACTERISTIC LISTED IN § 4.5-301(C) OF**
24 **THIS TITLE.**

25 **4.5-405.**

26 **(A) (1) WITHIN 5 DAYS AFTER DETERMINING THAT A VALID PETITION HAS**
27 **BEEN SUBMITTED UNDER § 4.5-402 OF THIS SUBTITLE, THE BOARD SHALL NOTIFY**
28 **INTERESTED EMPLOYEE ORGANIZATIONS OF THE PENDING ELECTION PETITION.**

29 **(2) WITHIN 10 DAYS AFTER DETERMINING THAT A VALID PETITION**
30 **HAS BEEN SUBMITTED UNDER § 4.5-402 OF THIS SUBTITLE, THE EMPLOYER, AS**

1 APPROPRIATE, SHALL MAKE AVAILABLE TO ALL INTERESTED EMPLOYEE
2 ORGANIZATIONS REASONABLE AND EQUIVALENT MEANS TO COMMUNICATE BY MAIL
3 AND IN PERSON WITH EACH EMPLOYEE IN THE APPROPRIATE BARGAINING UNIT FOR
4 THE PURPOSE OF SOLICITING THE EMPLOYEE'S VOTE IN AN ELECTION HELD UNDER
5 THIS SECTION.

6 (B) AN ELECTION SHALL BE HELD IN A BARGAINING UNIT WITHIN 90 DAYS
7 AFTER THE FILING OF A VALID PETITION FOR ELECTION IN THE BARGAINING UNIT
8 IN ACCORDANCE WITH GUIDELINES ESTABLISHED BY THE BOARD.

9 (C) (1) (I) THE BOARD SHALL CONDUCT THE ELECTION:

10 1. BY SECRET BALLOT; AND

11 2. SUBJECT TO SUBPARAGRAPH (II) OF THIS
12 PARAGRAPH, IN WHOLE OR IN PART BY IN-PERSON VOTING, MAIL, OR AN
13 ELECTRONIC VOTING SYSTEM.

14 (II) THE BOARD MAY DESIGNATE THE TIME PERIOD FOR
15 IN-PERSON VOTING ONLY AFTER CONSULTING WITH THE EMPLOYER AND
16 EMPLOYEE ORGANIZATIONS ON THE BALLOT.

17 (III) 1. THE BOARD SHALL ALLOW AT LEAST 10 DAYS OF
18 VOTING FOR AN ELECTION CONDUCTED BY MAIL OR AN ELECTRONIC VOTING
19 SYSTEM UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH, UNLESS AN EMPLOYEE
20 ORGANIZATION ON THE BALLOT REQUESTS AN EXTENSION.

21 2. IF THE VOTING SYSTEM IS INOPERABLE, THE BOARD
22 MAY EXTEND THE TIME PERIOD FOR VOTING.

23 (2) (I) AN EMPLOYEE ORGANIZATION ON A BALLOT MAY REQUEST
24 A PREFERRED METHOD OF VOTING AT THE TIME A PETITION FOR ELECTION IS FILED
25 WITH THE BOARD.

26 (II) EXCEPT AS PROVIDED IN SUBPARAGRAPH (III) OF THIS
27 PARAGRAPH, THE BOARD SHALL DESIGNATE THE METHOD OF VOTING BASED ON
28 THE REQUESTS OF THE EMPLOYEE ORGANIZATIONS ON THE BALLOT.

29 (III) IF THERE IS A DISPUTE BETWEEN TWO OR MORE EMPLOYEE
30 ORGANIZATIONS ON THE BALLOT OVER THE METHOD OF VOTING, THE BOARD MAY
31 DESIGNATE THE METHOD OF VOTING.

1 **(3) THE BOARD SHALL PLACE THE FOLLOWING CHOICES ON THE**
2 **BALLOT:**

3 **(I) THE NAME OF THE EXCLUSIVE REPRESENTATIVE, IF ANY;**

4 **(II) THE NAME OF THE EMPLOYEE ORGANIZATION DESIGNATED**
5 **IN THE PETITION FILED UNDER § 4.5-402 OF THIS SUBTITLE WITH RESPECT TO AN**
6 **APPROPRIATE BARGAINING UNIT;**

7 **(III) THE NAME OF EACH EMPLOYEE ORGANIZATION**
8 **DESIGNATED IN A PETITION FILED WITH THE BOARD:**

9 **1. WITHIN 15 DAYS AFTER NOTICE OF THE PENDING**
10 **ELECTION PETITION; AND**

11 **2. THAT INCLUDES THE SIGNATURES OF AT LEAST 10%**
12 **OF THE EMPLOYEES IN THE APPROPRIATE BARGAINING UNIT; AND**

13 **(IV) A PROVISION FOR “NO EXCLUSIVE REPRESENTATIVE”.**

14 **(D) IF NONE OF THE CHOICES ON A BALLOT RECEIVES A MAJORITY OF THE**
15 **VOTES CAST IN AN ELECTION, THE BOARD SHALL CONDUCT A RUNOFF ELECTION**
16 **BETWEEN THE CHOICES THAT RECEIVED THE TWO HIGHEST NUMBER OF VOTES IN**
17 **THE ELECTION.**

18 **4.5-406.**

19 **(A) EXCEPT AS PROVIDED IN SUBSECTION (B) OF THIS SECTION, THE**
20 **BOARD SHALL CERTIFY AS EXCLUSIVE REPRESENTATIVE THE EMPLOYEE**
21 **ORGANIZATION RECEIVING THE VOTES IN AN ELECTION FROM A MAJORITY OF THE**
22 **EMPLOYEES VOTING IN THE ELECTION.**

23 **(B) AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING, THE BOARD MAY**
24 **DENY OR REVOKE CERTIFICATION AS EXCLUSIVE REPRESENTATIVE OF AN**
25 **EMPLOYEE ORGANIZATION FOR WILLFUL FAILURE TO COMPLY WITH THIS TITLE.**

26 **(C) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SUBTITLE, THE**
27 **BOARD SHALL CERTIFY THE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE**
28 **REPRESENTATIVE WITHOUT AN ELECTION IF:**

29 **(1) A PETITION FOR AN EXCLUSIVE REPRESENTATIVE HAS BEEN**
30 **FILED FOR A BARGAINING UNIT;**

1 **(2) THE BOARD FINDS THAT A MAJORITY OF THE EMPLOYEES IN THE**
2 **BARGAINING UNIT HAVE SIGNED VALID AUTHORIZATIONS DESIGNATING THE**
3 **EMPLOYEE ORGANIZATION AS THEIR EXCLUSIVE REPRESENTATIVE; AND**

4 **(3) NO OTHER EMPLOYEE ORGANIZATION IS CURRENTLY CERTIFIED**
5 **OR RECOGNIZED AS THE EXCLUSIVE REPRESENTATIVE OF THE BARGAINING UNIT.**

6 **4.5-407.**

7 **NAMES OR LISTS OF EMPLOYEES PROVIDED TO THE BOARD IN CONNECTION**
8 **WITH AN ELECTION UNDER THIS SUBTITLE ARE NOT SUBJECT TO DISCLOSURE**
9 **UNDER THE PUBLIC INFORMATION ACT.**

10 **SUBTITLE 5. REGULATIONS AND REPORTING.**

11 **4.5-501.**

12 **ON OR BEFORE FEBRUARY 1 EACH YEAR, THE BOARD SHALL SUBMIT A**
13 **REPORT TO THE GOVERNOR AND, IN ACCORDANCE WITH § 2-1257 OF THE STATE**
14 **GOVERNMENT ARTICLE, TO THE GENERAL ASSEMBLY THAT SUMMARIZES**
15 **SIGNIFICANT CASES AND ACTIONS TAKEN IN THE IMMEDIATELY PRECEDING**
16 **CALENDAR YEAR.**

17 **4.5-502.**

18 **(A) SUBJECT TO SUBSECTION (B) OF THIS SECTION, THE BOARD SHALL**
19 **ADOPT AND ENFORCE REGULATIONS, GUIDELINES, AND POLICIES TO CARRY OUT**
20 **THIS TITLE.**

21 **(B) THE BOARD MAY NOT ADOPT ANY REGULATION, GUIDELINE, OR POLICY**
22 **THAT:**

23 **(1) UNNECESSARILY DELAYS THE RESOLUTION OF DISPUTES OVER**
24 **ELECTIONS, UNFAIR LABOR PRACTICES, OR ANY OTHER MATTER UNDER THIS TITLE;**
25 **OR**

26 **(2) RESTRICTS OR WEAKENS THE PROTECTIONS PROVIDED TO**
27 **EMPLOYEES AND EMPLOYEE ORGANIZATIONS UNDER THIS TITLE.**

28 **SECTION 2. AND BE IT FURTHER ENACTED, That the terms of the initial**
29 **members of the Maryland Labor Relations Board shall expire as follows:**

30 **(1) one member on the date that is 1 year after the effective date of this**
31 **Act;**

1 (2) one member on the date that is 2 years after the effective date of this
2 Act;

3 (3) one member on the date that is 3 years after the effective date of this
4 Act;

5 (4) one member on the date that is 4 years after the effective date of this
6 Act; and

7 (5) one member on the date that is 5 years after the effective date of this
8 Act.

9 SECTION 3. AND BE IT FURTHER ENACTED, That:

10 (a) Sections 1 and 2 of this Act are contingent on:

11 (1) the federal National Labor Relations Act being fully repealed or
12 rendered null and void; or

13 (2) the National Labor Relations Board expressly ceding jurisdiction to the
14 State regarding any employer, employees, trade, industry, or labor dispute covered under
15 the federal National Labor Relations Act.

16 (b) (1) The Maryland Department of Labor shall monitor action by the federal
17 government to determine whether the contingency described in subsection (a) of this section
18 has been met.

19 (2) The Maryland Department of Labor shall notify the Department of
20 Legislative Services within 30 days after the contingency described under subsection (a) of
21 this section has been met.

22 (c) If the Department of Legislative Services receives notice from the Maryland
23 Department of Labor as described under subsection (b)(2) of this section, Sections 1 and 2
24 of this Act shall take effect on the date the notice is received by the Department of
25 Legislative Services.

26 SECTION 4. AND BE IT FURTHER ENACTED, That, subject to Section 3 of this
27 Act, this Act shall take effect July 1, 2026.