

HOUSE BILL 1225

F5, F3

2lr1410

By: **Delegate Johnson**

Introduced and read first time: February 11, 2022

Assigned to: Appropriations

A BILL ENTITLED

1 AN ACT concerning

2 **Education – Harford County Public Library – Collective Bargaining**

3 FOR the purpose of authorizing certain employees of the Harford County Public Library to
4 form, join, and participate in an employee organization and engage in certain other
5 activities related to collective bargaining; establishing a collective bargaining
6 process for certain employees of the Library; prohibiting employees or an employee
7 organization from striking; prohibiting the employer from locking employees out;
8 and generally relating to collective bargaining for employees of the Harford County
9 Public Library.

10 BY adding to

11 Article – Education

12 Section 23–901 through 23–909 to be under the new subtitle “Subtitle 9. Harford
13 County Public Library – Collective Bargaining”

14 Annotated Code of Maryland

15 (2018 Replacement Volume and 2021 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 **SUBTITLE 9. HARFORD COUNTY PUBLIC LIBRARY – COLLECTIVE BARGAINING.**

20 **23–901.**

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

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



(B) "BOARD" MEANS THE HARFORD COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES.

(C) "CERTIFIED EXCLUSIVE REPRESENTATIVE" MEANS THE EMPLOYEE ORGANIZATION THAT HAS BEEN CERTIFIED AS THE COLLECTIVE BARGAINING AGENT FOR A BARGAINING UNIT.

(D) "CONFIDENTIAL EMPLOYEE" MEANS AN EMPLOYEE WHO:

(1) HAS ACCESS TO CONFIDENTIAL INFORMATION, INCLUDING BUDGETARY AND FISCAL DATA, THAT THE EMPLOYER MAY USE IN COLLECTIVE BARGAINING OR IN THE ADJUDICATION OF GRIEVANCES; OR

(2) ASSISTS AND ACTS IN A CONFIDENTIAL CAPACITY TO HARFORD COUNTY PUBLIC LIBRARY EMPLOYEES WHO FORMULATE, DETERMINE, AND EFFECTUATE POLICY IN THE FIELD OF EMPLOYEE RELATIONS.

(E) "COUNTY COUNCIL" MEANS THE HARFORD COUNTY COUNCIL.

(F) "COUNTY EXECUTIVE" MEANS THE HARFORD COUNTY EXECUTIVE.

(G) "DIRECTOR" MEANS THE DIRECTOR OF THE HARFORD COUNTY PUBLIC LIBRARY, OR THE DIRECTOR'S DESIGNEE.

(H) (1) "EMPLOYEE" MEANS A FULL-TIME OR PART-TIME EMPLOYEE OF THE HARFORD COUNTY PUBLIC LIBRARY.

(2) "EMPLOYEE" DOES NOT INCLUDE A CONFIDENTIAL EMPLOYEE OR A MANAGEMENT EMPLOYEE.

(I) (1) "EMPLOYEE ORGANIZATION" MEANS A LAWFUL ASSOCIATION, LABOR ORGANIZATION, FEDERATION, COUNCIL, OR BROTHERHOOD WITH THE PRIMARY PURPOSE OF REPRESENTING EMPLOYEES CONCERNING TERMS AND CONDITIONS OF EMPLOYMENT AND HAVING A CONSTITUTION OR BYLAWS AND OFFICERS DULY ELECTED IN ACCORDANCE WITH THE CONSTITUTION OR BYLAWS.

(2) "EMPLOYEE ORGANIZATION" DOES NOT INCLUDE ANY ORGANIZATION THAT DISCRIMINATES WITH REGARD TO THE TERMS OR CONDITIONS OF MEMBERSHIP BECAUSE OF RACE, COLOR, CREED, SEX, AGE, NATIONAL ORIGIN, OR POLITICAL AFFILIATION.

(J) "EMPLOYER" MEANS THE HARFORD COUNTY PUBLIC LIBRARY.

(K) (1) "MANAGEMENT EMPLOYEE" MEANS AN EMPLOYEE, INCLUDING A SUPERVISOR, SUPERINTENDENT, CHIEF, DIRECTOR, OR DEPUTY DIRECTOR, WHO HAS THE AUTHORITY, IN THE INTEREST OF THE HARFORD COUNTY PUBLIC LIBRARY, TO HIRE, TRANSFER, SUSPEND, LAY OFF, RECALL, PROMOTE, DISCHARGE, ASSIGN, REWARD, OR DISCIPLINE OTHER EMPLOYEES, OR THE RESPONSIBILITY TO DIRECT OTHER EMPLOYEES, ADJUST EMPLOYEE GRIEVANCES, OR RECOMMEND THOSE ACTIONS, IF, IN CONNECTION WITH THE PRECEDING, THE EXERCISE OF THE AUTHORITY IS NOT OF A MERELY ROUTINE OR CLERICAL NATURE BUT REQUIRES THE USE OF INDEPENDENT JUDGMENT DURING MORE THAN 50% OF THE EMPLOYEE'S TIME ON THE CLOCK.

(2) "MANAGEMENT EMPLOYEE" DOES NOT INCLUDE AN EMPLOYEE WHO MAY EXERCISE ANY SINGLE FUNCTION LISTED UNDER PARAGRAPH (1) OF THIS SUBSECTION.

(L) "NEGOTIATION" MEANS THE DUTY TO CONFER IN GOOD FAITH AT REASONABLE TIMES AND TO REDUCE TO A MEMORANDUM OF AGREEMENT THE MATTERS AGREED ON AS A RESULT OF THE MEETINGS AND CONFERENCES WHERE ALL ISSUES HAVE BEEN RESOLVED.

(M) "STRIKE" HAS THE MEANING STATED IN § 3-303 OF THE STATE PERSONNEL AND PENSIONS ARTICLE.

23-902.

(A) EMPLOYEES OF THE EMPLOYER MAY:

(1) FORM, JOIN, ASSIST, AND PARTICIPATE IN THE ACTIVITIES OF EMPLOYEE ORGANIZATIONS OF THEIR OWN CHOOSING FOR THE PURPOSE OF REPRESENTATION ON ALL MATTERS OF EMPLOYEE RELATIONS;

(2) REFUSE TO JOIN ANY EMPLOYEE ORGANIZATIONS OR PARTICIPATE IN THEIR ACTIVITIES;

(3) BE FREE FROM INTERFERENCE WITH, INTIMIDATION, RESTRAINT, COERCION, OR DISCRIMINATION IN RESPONSE TO THE EXERCISE OF THE RIGHTS UNDER THIS SECTION; AND

(4) BARGAIN COLLECTIVELY WITH THE EMPLOYER THROUGH A CERTIFIED EXCLUSIVE REPRESENTATIVE OF THEIR CHOICE.

(B) (1) CONFIDENTIAL EMPLOYEES AND MANAGEMENT EMPLOYEES MAY NOT JOIN, ASSIST, OR PARTICIPATE IN THE ACTIVITIES OF ANY EMPLOYEE ORGANIZATION THAT REPRESENTS OR SEEKS TO REPRESENT EMPLOYEES.

(2) MANAGEMENT EMPLOYEES MAY NOT JOIN, ASSIST, OR PARTICIPATE IN THE ACTIVITIES OF ANY EMPLOYEE ORGANIZATION OR ANY AFFILIATES OF AN EMPLOYEE ORGANIZATION.

23-903.

(A) THE EMPLOYER MAY NOT:

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

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

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

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

(B) AN EMPLOYEE ORGANIZATION MAY NOT:

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

(2) ENGAGE IN DISCRIMINATION TOWARD EMPLOYEES FOR ANY REASON, INCLUDING REGARDING MEMBERSHIP IN AN EMPLOYEE ORGANIZATION;

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

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

23-904.

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

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

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

23-905.

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

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

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

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

23-906.

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

(2) THE PETITION SHALL CONTAIN:

(I) A CERTIFIED COPY OF THE EMPLOYEE ORGANIZATION'S CONSTITUTION OR BYLAWS WITH A ROSTER OF OFFICERS DULY ELECTED IN ACCORDANCE WITH THE CONSTITUTION OR BYLAWS;

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

(III) A STATEMENT THAT THE EMPLOYEE ORGANIZATION HAS NO TERMS OR CONDITIONS OF MEMBERSHIP THAT DISCRIMINATE WITH REGARD TO RACE, COLOR, CREED, GENDER, AGE, POLITICAL AFFILIATION, OR NATIONAL ORIGIN; AND

(IV) SUBJECT TO SUBSECTION (B) OF THIS SECTION, A STATEMENT THAT THE EMPLOYEE ORGANIZATION HAS IN ITS POSSESSION WRITTEN PROOF, DATED NOT MORE THAN 6 MONTHS BEFORE THE DAY ON WHICH THE PETITION IS FILED, ESTABLISHING THAT AT LEAST 30% OF THE EMPLOYEES IN THE BARGAINING UNIT HAVE DESIGNATED THE EMPLOYEE ORGANIZATION TO REPRESENT THEM IN THEIR EMPLOYMENT RELATIONS WITH THE EMPLOYER.

(B) (1) ON REQUEST, THE DIRECTOR MAY REQUIRE THAT THE STATEMENT REQUIRED UNDER SUBSECTION (A)(2)(IV) OF THIS SECTION BE VERIFIED BY A NEUTRAL THIRD PARTY SELECTED BY THE FEDERAL MEDIATION AND CONCILIATION SERVICE.

(2) IF THE DIRECTOR REQUESTS VERIFICATION UNDER THIS SUBSECTION:

(I) THE DIRECTOR MUST PROVIDE THE NEUTRAL THIRD PARTY AND THE EMPLOYEE ORGANIZATION WITH A LIST OF THE EMPLOYEES IN THE BARGAINING UNIT; AND

(II) THE EMPLOYEE ORGANIZATION MUST PROVIDE THE EMPLOYEE INFORMATION IN A MANNER THAT MAINTAINS EMPLOYEE CONFIDENTIALITY.

(3) IF THE DIRECTOR FAILS TO SEEK VERIFICATION WITHIN 7 CALENDAR DAYS AFTER RECEIPT OF A PETITION, IT SHALL BE CONCLUSIVELY DEEMED THAT AT LEAST 30% OF THE EMPLOYEES IN THE BARGAINING UNIT HAVE INDICATED A DESIRE TO BE REPRESENTED BY THE EMPLOYEE ORGANIZATION.

(C) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION, FOR THE FIRST PETITION SUBMITTED BY AN EMPLOYEE ORGANIZATION, THE DIRECTOR SHALL RECEIVE THE PETITION AT ANY TIME.

(2) FOR ANY OTHER PETITION, THE PETITION MUST BE RECEIVED BY THE DIRECTOR AT LEAST 60 DAYS BUT NOT MORE THAN 90 DAYS BEFORE THE TERMINATION OR DECERTIFICATION OF THE PRIOR CERTIFIED EXCLUSIVE REPRESENTATIVE.

(D) (1) ON RECEIPT OF A PETITION, THE DIRECTOR SHALL:

(I) PROVIDE ADEQUATE AND TIMELY NOTICE OF THE PETITION TO THE EMPLOYEES IN THE BARGAINING UNIT; AND

1 (II) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION,
2 DETERMINE WHETHER THE BARGAINING UNIT IS AN APPROPRIATE
3 REPRESENTATIVE FOR THE UNIT.

4 (2) IN THE DETERMINATION REQUIRED UNDER THIS SUBSECTION,
5 THE DIRECTOR SHALL CONSIDER THE FOLLOWING FACTORS:

6 (I) WHICH UNIT WILL ENSURE EMPLOYEES THE FULLEST
7 FREEDOM IN THE EXERCISE OF RIGHTS UNDER THIS SUBTITLE;

8 (II) THE COMMUNITY OF INTEREST AMONG EMPLOYEES IN THE
9 BARGAINING UNIT, INVOLVING CRITERIA SUCH AS SIMILARITY OF JOB DUTIES,
10 SKILLS, WAGES, EDUCATION REQUIREMENTS, SUPERVISION, AND WORKING
11 CONDITIONS; AND

12 (III) THE EFFECT ON THE EXISTING CLASSIFICATION
13 STRUCTURE OF DIVIDING A SINGLE CLASSIFICATION AMONG TWO OR MORE UNITS.

14 (E) (1) A UNIT MAY NOT BE ESTABLISHED SOLELY ON THE BASIS OF THE
15 EXTENT TO WHICH EMPLOYEES IN THE UNIT HAVE ORGANIZED.

16 (2) PROFESSIONAL EMPLOYEES SHALL NOT BE DENIED THE RIGHT
17 TO BE REPRESENTED SEPARATELY FROM NONPROFESSIONAL EMPLOYEES.

18 (F) (1) IF THE DIRECTOR DISAGREES WITH THE PETITIONING EMPLOYEE
19 ORGANIZATION AS TO THE DETERMINATION OF AN APPROPRIATE BARGAINING UNIT,
20 THE PARTIES SHALL REFER THE ISSUE TO A NEUTRAL THIRD PARTY SELECTED BY
21 THE FEDERAL MEDIATION AND CONCILIATION SERVICE TO MAKE THE
22 DETERMINATION.

23 (2) THE NEUTRAL THIRD PARTY SHALL HOLD A HEARING ON THE
24 DETERMINATION REFERRED UNDER PARAGRAPH (1) OF THIS SUBSECTION, WITH
25 THE INTERESTED PARTIES PRESENTING EVIDENCE WITH RESPECT TO THEIR
26 POSITIONS ON THE ISSUE OF THE INCLUSION OR EXCLUSION OF THE EMPLOYEES IN
27 QUESTION.

28 (3) THE NEUTRAL THIRD PARTY'S FINDINGS SHALL BE FINAL AND
29 BINDING ON BOTH PARTIES.

30 (G) (1) WHEN AN APPROPRIATE BARGAINING UNIT HAS BEEN
31 DETERMINED, THE DIRECTOR SHALL NOTIFY ALL EMPLOYEES WITHIN THE
32 BARGAINING UNIT OF THE DETERMINATION AND, WITH THE PETITIONING
33 EMPLOYEE ORGANIZATION, ARRANGE FOR A SECRET BALLOT CERTIFICATION

ELECTION TO BE CONDUCTED BY A NEUTRAL THIRD PARTY FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE.

(2) THE EMPLOYEES OF THE BARGAINING UNIT SHALL BE OFFERED A CHOICE BETWEEN EXCLUSIVE REPRESENTATION BY THE PETITIONING EMPLOYEE ORGANIZATION OR NO EXCLUSIVE REPRESENTATION.

(H) AN EMPLOYEE ORGANIZATION MAY INTERVENE IN THE ELECTION AND HAVE ITS NAME PLACED ON THE BALLOT WITH THE PETITIONING EMPLOYEE ORGANIZATION OR THE CHOICE OF NO EXCLUSIVE REPRESENTATION IF:

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

(2) THE EMPLOYEE ORGANIZATION CERTIFIES THAT AT LEAST 30% OF THE EMPLOYEES OF THE UNIT HAVE DESIGNATED THE EMPLOYEE ORGANIZATION TO REPRESENT THEM IN THEIR EMPLOYMENT RELATIONS WITH THE EMPLOYER; AND

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

(I) (1) AN EMPLOYEE ORGANIZATION SHALL BE CERTIFIED AS EXCLUSIVE REPRESENTATIVE FOLLOWING AN ELECTION OR RUNOFF ELECTION IF THE EMPLOYEE ORGANIZATION HAS RECEIVED THE VOTE OF A NUMERICAL MAJORITY OF ALL VALID VOTES CAST IN THE BARGAINING UNIT IN WHICH THE ELECTION IS HELD.

(2) IF AN ELECTION INCLUDES THREE OR MORE CHOICES AND NO CHOICE RECEIVES A MAJORITY OF THE VALID VOTES CAST, A RUNOFF ELECTION SHALL BE CONDUCTED BETWEEN THE TWO CHOICES THAT RECEIVED THE LARGEST NUMBER OF VALID VOTES CAST.

(J) AN ELECTION FOR A NEW EXCLUSIVE REPRESENTATIVE UNIT OR FOR DECERTIFICATION MAY NOT BE CONDUCTED WHEN AN ELECTION HAS BEEN CONDUCTED WITHIN THE IMMEDIATELY PRECEDING YEAR.

(K) (1) AN EMPLOYEE, A GROUP OF EMPLOYEES OR THEIR EXCLUSIVE REPRESENTATIVE, OR AN EMPLOYEE ORGANIZATION MAY FILE A PETITION WITH THE DIRECTOR THAT CONTAINS WRITTEN PROOF, DATED WITHIN 90 DAYS OF THE DATE ON WHICH THE PETITION IS FILED, THAT AT LEAST 30% OF THE EMPLOYEES WITHIN THE BARGAINING UNIT APPROVE OF THE DECERTIFICATION OF THE EMPLOYEE ORGANIZATION.

1 (2) (I) A PETITION FILED UNDER PARAGRAPH (1) OF THIS
2 SUBSECTION SHALL BE RECEIVED BY THE DIRECTOR IN OCTOBER OF THE YEAR
3 IMMEDIATELY FOLLOWING THE FIRST FULL YEAR OF EXCLUSIVE REPRESENTATION
4 BY A BARGAINING UNIT.

5 (II) A BARGAINING UNIT MAY NOT FILE A DECERTIFICATION
6 PETITION MORE THAN ONCE EVERY 2 YEARS.

7 (3) (I) THE DIRECTOR SHALL ARRANGE A SECRET BALLOT
8 ELECTION TO BE CONDUCTED BY A NEUTRAL THIRD PARTY SELECTED BY THE
9 FEDERAL MEDIATION AND CONCILIATION SERVICE.

10 (II) EXCEPT AS PROVIDED IN SUBPARAGRAPH (III) OF THIS
11 PARAGRAPH, THE BALLOT SHALL OFFER A CHOICE OF THE CERTIFIED EMPLOYEE
12 REPRESENTATIVE OR NO EXCLUSIVE REPRESENTATION.

13 (III) IF AN INTERVENOR EMPLOYEE ORGANIZATION COMPLIES
14 WITH THE REQUIREMENTS OF THIS SUBTITLE, THE BALLOT SHALL OFFER A CHOICE
15 OF THE CERTIFIED EMPLOYEE REPRESENTATIVE, THE INTERVENOR EMPLOYEE
16 ORGANIZATION, OR NO EXCLUSIVE REPRESENTATION.

17 (4) THE DETERMINATION OF ELECTION RESULTS SHALL BE MADE IN
18 ACCORDANCE WITH THE REQUIREMENTS OF THIS SUBSECTION.

19 (5) IF THERE IS NO DECERTIFICATION PETITION, THE CERTIFIED
20 EXCLUSIVE REPRESENTATIVE SHALL CONTINUE TO BE THE BARGAINING UNIT FOR
21 EMPLOYEES.

22 (6) IF A VALID MEMORANDUM OF AGREEMENT IS IN EFFECT ON THE
23 DATE OF DECERTIFICATION OF ANY EMPLOYEE ORGANIZATION, THE EMPLOYER AND
24 THE NEWLY CERTIFIED EMPLOYEE ORGANIZATION SHALL BE BOUND BY THE
25 PROVISIONS OF THE AGREEMENT.

26 (L) ANY COSTS ASSOCIATED WITH THE VERIFICATION, CERTIFICATION, OR
27 DECERTIFICATION PROCEDURES UNDER THIS SUBTITLE SHALL BE SHARED
28 EQUALLY BY THE EMPLOYER AND CERTIFIED EXCLUSIVE REPRESENTATIVE, AND
29 ANY EXISTING INTERVENOR EMPLOYEE ORGANIZATIONS.

30 **23-907.**

31 (A) WHEN AN EMPLOYEE ORGANIZATION IS CERTIFIED, THE EMPLOYEE
32 ORGANIZATION SHALL HAVE THE RIGHT AND DUTY TO NEGOTIATE WAGES, HOURS,
33 WORKING CONDITIONS, AND OTHER TERMS OF EMPLOYMENT FOR ALL EMPLOYEES

1 IN THE BARGAINING UNIT WITHOUT DISCRIMINATION OR REGARD TO ANY
2 EMPLOYEE ORGANIZATION MEMBERSHIP.

3 (B) THIS SECTION DOES NOT PRECLUDE AN EMPLOYEE, REGARDLESS OF
4 EMPLOYEE ORGANIZATION MEMBERSHIP, FROM BRINGING MATTERS OF PERSONAL
5 CONCERN TO THE ATTENTION OF APPROPRIATE OFFICIALS OR CHOOSING THE
6 EMPLOYEE'S OWN REPRESENTATIVE IN A GRIEVANCE OR APPELLATE ACTION.

7 (C) (1) NEGOTIATIONS BETWEEN THE EMPLOYER AND THE EXCLUSIVE
8 REPRESENTATIVE SHALL BEGIN NOT LATER THAN NOVEMBER 1 FOR THE
9 IMMEDIATELY FOLLOWING FISCAL YEAR.

10 (2) NEGOTIATIONS SHALL BE CONDUCTED INDIVIDUALLY AND
11 SEPARATELY WITH EACH EXCLUSIVE REPRESENTATIVE.

12 (3) ALL NEGOTIATIONS SHALL BE FINALIZED BEFORE MARCH 1 FOR
13 THE IMMEDIATELY FOLLOWING FISCAL YEAR.

14 (4) A MEMORANDUM OF AGREEMENT BETWEEN AN EXCLUSIVE
15 REPRESENTATIVE AND THE EMPLOYER MAY NOT BE SIGNED UNTIL THE CURRENT
16 EXPENSE BUDGET IS ADOPTED FOR THAT FISCAL YEAR BY THE COUNCIL.

17 (D) (1) IF A MEMORANDUM OF AGREEMENT HAS NOT BEEN AGREED TO BY
18 THE EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE BY DECEMBER 15 OF THE
19 CURRENT FISCAL YEAR, A FACT FINDER MAY BE SELECTED BY MUTUAL AGREEMENT
20 BETWEEN THE EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE.

21 (2) (I) IF THE EMPLOYER AND EXCLUSIVE REPRESENTATIVE ARE
22 UNABLE TO AGREE ON THE SELECTION OF A FACT FINDER, THEY SHALL MAKE A
23 SELECTION FROM A PANEL OF SEVEN NEUTRAL THIRD PARTIES MAINTAINED BY THE
24 FEDERAL MEDIATION AND CONCILIATION SERVICE.

25 (II) BEGINNING WITH THE EMPLOYER, THE PARTIES SHALL
26 ALTERNATELY REMOVE A NAME FROM THE LIST UNTIL ONLY ONE FACT FINDER
27 REMAINS, AND THE REMAINING FACT FINDER SHALL BE THE FACT FINDER.

28 (3) THE FACT FINDER SHALL MEET WITH THE PARTIES AND MAKE
29 WRITTEN FINDINGS OF FACT AND RECOMMENDATIONS TO RESOLVE A DISPUTE
30 BEFORE JANUARY 15 OF THE CURRENT FISCAL YEAR.

31 (4) THE FACT FINDER SHALL TAKE INTO CONSIDERATION WAGES,
32 BENEFITS, HOURS, OTHER WORKING CONDITIONS OF OTHER HARFORD COUNTY

1 EMPLOYEES, OF SIMILAR STATE JURISDICTION EMPLOYEES, AND IN PRIVATE
2 EMPLOYERS IN HARFORD COUNTY, AND OTHER PERTINENT FACTORS.

3 (5) FACT-FINDING MAY BE MUTUALLY WAIVED.

4 (E) (1) IF NO AGREEMENT IS REACHED BY FEBRUARY 5 OF THE CURRENT
5 FISCAL YEAR, THE PARTIES SHALL SUBMIT ISSUES TO A NEUTRAL ARBITRATOR
6 FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE FOR ARBITRATION.

7 (2) (I) IF THE EMPLOYER AND EXCLUSIVE REPRESENTATIVE ARE
8 UNABLE TO AGREE ON THE SELECTION OF A NEUTRAL ARBITRATOR, THEY SHALL
9 MAKE A SELECTION FROM A PANEL OF SEVEN NEUTRAL ARBITRATORS MAINTAINED
10 BY THE FEDERAL MEDIATION AND CONCILIATION SERVICE.

11 (II) BEGINNING WITH THE EMPLOYER, THE PARTIES SHALL
12 ALTERNATELY REMOVE A NAME FROM THE LIST UNTIL ONLY ONE NEUTRAL
13 ARBITRATOR REMAINS, AND THE REMAINING NEUTRAL ARBITRATOR SHALL BE THE
14 NEUTRAL ARBITRATOR.

15 (III) THE NEUTRAL ARBITRATOR SHALL ISSUE A WRITTEN
16 OPINION BEFORE MARCH 1 OF THE CURRENT FISCAL YEAR.

17 (IV) EITHER PARTY MAY SUBMIT TO THE ARBITRATOR A COPY OF
18 THE FINDINGS OF FACT AND RECOMMENDATIONS OF THE FACT FINDER THAT
19 INCLUDE RECOMMENDATIONS FOR RESOLVING ISSUES.

20 (V) THE NEUTRAL ARBITRATOR SHALL BE AN ADVISOR TO BOTH
21 THE EMPLOYER AND THE BARGAINING UNIT.

22 (F) (1) IF THE EMPLOYER AND EXCLUSIVE REPRESENTATIVE ARE
23 UNABLE TO AGREE ON THE TERMS OF A MEMORANDUM OF AGREEMENT BY MARCH
24 1 OF THE CURRENT FISCAL YEAR, THE DIRECTOR SHALL SUBMIT THE FACT
25 FINDER'S FINDINGS AND NEUTRAL ARBITRATOR'S FINDINGS TO THE COUNTY
26 EXECUTIVE.

27 (2) THE COUNTY EXECUTIVE MAY FORMULATE THE BUDGET
28 PREDICATED ON AN AMOUNT OF FUNDS RECOMMENDED BY THE NEUTRAL
29 ARBITRATOR.

30 (3) IF A NEUTRAL ARBITRATOR'S FINDINGS HAVE NOT BEEN
31 SUBMITTED, THE COUNTY EXECUTIVE MAY ALLOCATE AN AMOUNT THE COUNTY
32 EXECUTIVE DETERMINES IS APPROPRIATE.

1 **(G) EXCEPT AS OTHERWISE PROVIDED IN THIS SUBTITLE, THE**
2 **NEGOTIATION PROCESS MAY NOT BE WAIVED.**

3 **(H) THE COST OF FACT-FINDING AND ARBITRATION SHALL BE BORNE**
4 **EQUALLY BY THE PARTIES.**

5 **(I) NOTWITHSTANDING THE PROVISIONS PROVIDING FOR ARBITRATION IN**
6 **THIS SECTION, IF THE COUNTY COUNCIL BY UNANIMOUS VOTE, WITH ALL SEATED**
7 **MEMBERS PRESENT, DECIDES THAT THE FISCAL POSTURE OF THE COUNTY AS**
8 **RECOMMENDED BY THE COUNTY EXECUTIVE CANNOT BE FUNDED DURING A FISCAL**
9 **YEAR, THE COUNTY COUNCIL RESERVES THE RIGHT, DUTY, AND OBLIGATION TO**
10 **DETERMINE THE AMOUNT OF MONEY THAT CAN BE FUNDED BY THE COUNTY TO**
11 **SUPPORT THE PROPOSED MEMORANDUM OF AGREEMENT.**

12 **23-908.**

13 **(A) NOTWITHSTANDING ANY OTHER PROVISIONS OF LAW, IT IS THE RIGHT**
14 **OF THE EMPLOYER TO:**

15 **(1) DETERMINE THE PURPOSES AND OBJECTIVES OF EACH OF ITS**
16 **CONSTITUENT OFFICES AND DEPARTMENTS;**

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

18 **(3) EXERCISE CONTROL AND DISCRETION OVER ITS ORGANIZATION**
19 **AND OPERATIONS; AND**

20 **(4) DETERMINE THE METHODS, MEANS, PERSONNEL, AND OTHER**
21 **RESOURCES BY WHICH THE EMPLOYER'S OPERATIONS ARE TO BE CONDUCTED.**

22 **(B) SUBJECT TO ANY MEMORANDUM OF AGREEMENT AND IN ACCORDANCE**
23 **WITH ANY OTHER APPLICABLE LAWS, THE EMPLOYER HAS THE RESPONSIBILITY TO:**

24 **(1) DIRECT ITS EMPLOYEES;**

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

26 **(3) ESTABLISH REASONABLE WORK RULES;**

27 **(4) DEMOTE, SUSPEND, DISCHARGE, OR TAKE ANY OTHER**
28 **DISCIPLINARY ACTION AGAINST ITS EMPLOYEES FOR JUST CAUSE; AND**

29 **(5) RELIEVE ITS EMPLOYEES FROM DUTY BECAUSE OF LACK OF WORK**
30 **OR OTHER LEGITIMATE REASON.**

1 **(C) THE PROVISIONS OF THIS SUBTITLE SHALL BE DEEMED TO BE PART OF**
2 **EVERY MEMORANDUM OF AGREEMENT EXECUTED BETWEEN THE EMPLOYER AND A**
3 **CERTIFIED EXCLUSIVE REPRESENTATIVE.**

4 **(D) THIS SUBTITLE MAY NOT BE CONSTRUED TO DENY THE RIGHT OF AN**
5 **EMPLOYEE TO SUBMIT A GRIEVANCE WITH REGARD TO THE EMPLOYER'S EXERCISE**
6 **OF ITS RIGHTS UNDER THIS SUBTITLE.**

7 **(E) EXCEPT AS OTHERWISE PROVIDED BY LAW, IF EMPLOYEES HAVE**
8 **ENTERED INTO A MEMORANDUM OF AGREEMENT WITH THE EMPLOYER UNDER THIS**
9 **SUBTITLE, THE MEMORANDUM OF AGREEMENT ENTERED INTO SUPERSEDES ANY**
10 **CONFLICTING REGULATION OR ADMINISTRATIVE POLICY OF THE EMPLOYER.**

11 **23-909.**

12 **(A) EMPLOYEES AND EMPLOYEE ORGANIZATIONS MAY NOT ENGAGE IN,**
13 **SPONSOR, INITIATE, SUPPORT, OR DIRECT A STRIKE.**

14 **(B) IF AN EMPLOYEE ORGANIZATION VIOLATES THIS SECTION, THE BOARD**
15 **AND THE DIRECTOR MAY TAKE ANY OF THE FOLLOWING ACTIONS DETERMINED**
16 **NECESSARY IN THE PUBLIC INTEREST:**

17 **(1) IMPOSE DISCIPLINARY ACTION;**

18 **(2) TERMINATE THE PAYROLL DEDUCTIONS FOR THE EMPLOYEE**
19 **ORGANIZATION'S DUES;**

20 **(3) REVOKE THE EMPLOYEE ORGANIZATION'S DESIGNATION AS**
21 **CERTIFIED EXCLUSIVE REPRESENTATIVE; AND**

22 **(4) DISQUALIFY THE EMPLOYEE ORGANIZATION FROM**
23 **PARTICIPATING IN REPRESENTATION ELECTIONS FOR A PERIOD OF UP TO 2 YEARS.**

24 **(C) AN EMPLOYEE WHO VIOLATES THIS SECTION IS SUBJECT TO IMMEDIATE**
25 **DISCIPLINARY ACTION, WHICH MAY INCLUDE PERMANENT DISMISSAL FROM THE**
26 **EMPLOYMENT BY THE EMPLOYER FOR JUST CAUSE.**

27 **(D) THE EMPLOYER MAY NOT ENGAGE IN, INITIATE, OR DIRECT A LOCKOUT**
28 **AGAINST EMPLOYEES.**

29 **SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July**
30 **1, 2022.**