

HOUSE BILL 1485

L6, L2

2lr3140

By: **Delegate Wells**

Rules suspended

Introduced and read first time: March 5, 2022

Assigned to: Rules and Executive Nominations

A BILL ENTITLED

1 AN ACT concerning

2 **Trustees of the Walters Art Gallery – Collective Bargaining**

3 FOR the purpose of authorizing employees of the Trustees of the Walters Art Gallery to
4 form, join, and participate in an employee organization and engage in certain other
5 activities related to collective bargaining; and generally relating to collective
6 bargaining for employees of the Trustees of the Walters Art Gallery.

7 BY adding to

8 The Public Local Laws of Baltimore City

9 Section 28–1 through 28–8 to be under the new subtitle “Subtitle 28. Trustees of the
10 Walters Art Gallery – Collective Bargaining”

11 Article 4 – Public Local Laws of Maryland

12 (1979 Edition and 1997 Supplement, and 2000 Supplement, as amended)

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

15 **Article 4 – Baltimore City**

16 **SUBTITLE 28. TRUSTEES OF THE WALTERS ART GALLERY – COLLECTIVE**
17 **BARGAINING.**

18 **28–1.**

19 **(A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS**
20 **INDICATED.**

21 **(B) “BARGAIN IN GOOD FAITH” MEANS THE MUTUAL OBLIGATIONS OF THE**
22 **EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE TO ENGAGE IN THE**

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 PROCESS OF COLLECTIVE BARGAINING IN GOOD FAITH OVER THE EMPLOYEES'
2 TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PURPOSE OF ENTERING INTO A
3 COLLECTIVE BARGAINING AGREEMENT.

4 (C) "BOARD" MEANS THE BOARD OF TRUSTEES OF THE WALTERS ART
5 GALLERY.

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

9 (E) "CITY" MEANS THE MAYOR AND CITY COUNCIL OF BALTIMORE CITY.

10 (F) "CONFIDENTIAL EMPLOYEE" MEANS AN EMPLOYEE WHO:

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

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

16 (G) "DIRECTOR" MEANS THE DIRECTOR OF THE MUSEUM, OR THE
17 DIRECTOR'S DESIGNEE.

18 (H) (1) "EMPLOYEE" MEANS A FULL-TIME OR PART-TIME EMPLOYEE OF
19 THE MUSEUM.

20 (2) "EMPLOYEE" DOES NOT INCLUDE A CONFIDENTIAL EMPLOYEE,
21 MANAGEMENT EMPLOYEE, OR SUPERVISORY EMPLOYEE.

22 (I) "EMPLOYEE ORGANIZATION" MEANS AN ORGANIZATION THAT ADMITS
23 EMPLOYEES OF THE EMPLOYER AS MEMBERS AND HAS AS A PRIMARY PURPOSE THE
24 REPRESENTATION OF THE EMPLOYEES IN THEIR RELATIONS WITH THE EMPLOYER.

25 (J) "EMPLOYER" MEANS THE MUSEUM.

26 (K) "MANAGEMENT EMPLOYEE" MEANS AN EMPLOYEE WHO GENERALLY
27 HAS AUTHORITY AND WHO:

28 (1) FORMULATES POLICY THAT IS APPLICABLE THROUGHOUT A
29 REPRESENTATION UNIT;

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

(3) MAY REASONABLY BE REQUIRED TO:

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

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

(L) "MUSEUM" MEANS THE TRUSTEES OF THE WALTERS ART GALLERY, AS
ESTABLISHED BY CHAPTER 217 OF THE ACTS OF THE GENERAL ASSEMBLY OF 1933.

(M) "SUPERVISORY EMPLOYEE" MEANS AN EMPLOYEE WHO IS AUTHORIZED
TO:

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

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

(3) ADDRESS AND RESOLVE THE GRIEVANCES OF EMPLOYEES.

28-2.

EMPLOYEES OF THE EMPLOYER MAY:

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

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

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

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

28-3.

(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 GRIEVANCE PROCESS.

(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.

28-4.

(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 REQUEST THAT THE BOARD RECOGNIZE THE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF THE EMPLOYEES IN THE BARGAINING UNIT;

(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, NATIONAL ORIGIN, RELIGION, MARITAL STATUS, OR DISABILITY; AND

(IV) A STATEMENT THAT THE EMPLOYEE ORGANIZATION HAS IN ITS POSSESSION WRITTEN PROOF DATED NOT MORE THAN 1 YEAR 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.

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

1 **(4) THE EMPLOYEE ORGANIZATION AND THE EMPLOYER SHALL**
2 **EQUALLY BEAR ANY COSTS ASSOCIATED WITH THE VERIFICATION.**

3 **(B) (1) WHEN AN EMPLOYEE ORGANIZATION OR EMPLOYEES IN A**
4 **BARGAINING UNIT FILE A PETITION WITH THE DIRECTOR, THE EMPLOYEE**
5 **ORGANIZATION OR EMPLOYEES SHALL SUBMIT TO A NEUTRAL DECISION MAKER**
6 **FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE THE**
7 **AUTHORIZATION CARDS SIGNED AND DATED BY AT LEAST 30% OF THE EMPLOYEES**
8 **IN THE BARGAINING UNIT NOT MORE THAN 1 YEAR BEFORE THE DAY THE PETITION**
9 **WAS FILED INDICATING, AS APPROPRIATE, THAT THE EMPLOYEES HAVE**
10 **DESIGNATED THE EMPLOYEE ORGANIZATION TO REPRESENT THEM IN THEIR**
11 **EMPLOYMENT RELATIONS WITH THE MUSEUM ADMINISTRATOR.**

12 **(2) THE EMPLOYEE ORGANIZATION SHALL COPY THE DIRECTOR ON**
13 **THE REQUEST FOR A NEUTRAL DECISION MAKER IN ORDER FOR THE MUSEUM TO**
14 **RECEIVE NOTICE OF THE SELECTION OF THE NEUTRAL DECISION MAKER FOR THE**
15 **CERTIFICATION PROCESS.**

16 **(C) (1) NOT MORE THAN 7 CALENDAR DAYS AFTER THE DAY ON WHICH**
17 **THE DIRECTOR RECEIVES NOTICE OF THE ASSIGNMENT OF A NEUTRAL DECISION**
18 **MAKER BY THE FEDERAL MEDIATION AND CONCILIATION SERVICE, THE DIRECTOR**
19 **SHALL SUBMIT TO THE NEUTRAL DECISION MAKER A LIST OF EMPLOYEES IN THE**
20 **BARGAINING UNIT.**

21 **(2) IF THE DIRECTOR FAILS TO SUBMIT THE LIST OF EMPLOYEES TO**
22 **THE NEUTRAL DECISION MAKER WITHIN THE REQUIRED TIME, IT SHALL BE**
23 **CONCLUSIVELY DEEMED THAT AT LEAST 30% OF THE EMPLOYEES IN THE**
24 **BARGAINING UNIT HAVE INDICATED A DESIRE TO BE REPRESENTED BY THE**
25 **EMPLOYEE ORGANIZATION.**

26 **(D) (1) THE NEUTRAL DECISION MAKER SHALL CHECK THE WRITTEN**
27 **AUTHORIZATION CARDS SUBMITTED BY THE EMPLOYEE ORGANIZATION OR THE**
28 **EMPLOYEES AGAINST THE LIST OF EMPLOYEES SUBMITTED BY THE DIRECTOR.**

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

34 **(E) (1) IF THE DIRECTOR DISAGREES WITH THE PETITIONING EMPLOYEE**
35 **ORGANIZATION OR THE PETITIONING EMPLOYEES AS TO THE INCLUSION OR**
36 **EXCLUSION OF SPECIFIC EMPLOYEES IN THE BARGAINING UNIT, THE PARTIES**

1 SHALL REFER THE ISSUE IMMEDIATELY TO A NEUTRAL DECISION MAKER FROM THE
2 FEDERAL MEDIATION AND CONCILIATION SERVICE TO RESOLVE THE ISSUE.

3 (2) THE NEUTRAL DECISION MAKER SHALL HOLD A HEARING ON THE
4 ISSUE REFERRED UNDER PARAGRAPH (1) OF THIS SUBSECTION WITH THE
5 INTERESTED PARTIES PRESENTING EVIDENCE WITH RESPECT TO THEIR POSITIONS
6 ON THE ISSUE OF THE INCLUSION OR EXCLUSION OF THE EMPLOYEES IN QUESTION.

7 (3) THE NEUTRAL DECISION MAKER'S FINDINGS SHALL BE FINAL AND
8 BINDING ON BOTH PARTIES.

9 (F) AN ELECTION MAY NOT BE CONDUCTED IN A BARGAINING UNIT UNLESS
10 AT LEAST 1 YEAR HAS PASSED SINCE THE LAST ELECTION HELD IN THE BARGAINING
11 UNIT.

12 (G) (1) AFTER A DECISION ON DISPUTED EMPLOYEE INCLUSION OR
13 EXCLUSION, IF REQUIRED, THE DIRECTOR SHALL NOTIFY ALL EMPLOYEES WITHIN
14 THE BARGAINING UNIT THAT AN ELECTION WILL BE HELD AND REQUEST A NEUTRAL
15 DECISION MAKER FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE TO
16 OVERSEE AND CONDUCT AN ELECTION BY SECRET BALLOT.

17 (2) THE BALLOT FOR AN ELECTION SHALL INCLUDE THE FOLLOWING
18 CHOICES:

19 (I) IN ACCORDANCE WITH THE ISSUES PRESENTED BY THE
20 PETITION OR PETITIONS, EXCLUSIVE REPRESENTATION BY ANY EMPLOYEE
21 ORGANIZATION SEEKING TO OBTAIN OR CONTINUE REPRESENTATION RIGHTS; AND

22 (II) NO EXCLUSIVE REPRESENTATION.

23 (H) AN EMPLOYEE ORGANIZATION MAY INTERVENE IN THE ELECTION AND
24 HAVE ITS NAME PLACED ON THE BALLOT IF:

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

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

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

1 **(I) (1) THE ELECTION SHALL BE CONDUCTED ACCORDING TO THE**
2 **PROCEDURES ESTABLISHED BY THE FEDERAL MEDIATION AND CONCILIATION**
3 **SERVICE NEUTRAL DECISION MAKER CONDUCTING THE ELECTION.**

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

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

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

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

18 **(J) (1) IF EMPLOYEES ARE REPRESENTED BY AN EMPLOYEE**
19 **ORGANIZATION, THE EMPLOYEES MAY FILE WITH THE DIRECTOR A PETITION TO**
20 **DECERTIFY THE EMPLOYEE ORGANIZATION AS THEIR EXCLUSIVE REPRESENTATIVE,**
21 **IF:**

22 **(I) AT LEAST 1 YEAR HAS ELAPSED SINCE THE LAST ELECTION**
23 **TO CERTIFY OR DECERTIFY AN EMPLOYEE ORGANIZATION AS THE EMPLOYEES'**
24 **EXCLUSIVE REPRESENTATIVE;**

25 **(II) A COLLECTIVE BARGAINING AGREEMENT HAS NOT BEEN IN**
26 **PLACE FOR MORE THAN 3 YEARS; OR**

27 **(III) 1. THERE HAS BEEN A COLLECTIVE BARGAINING**
28 **AGREEMENT IN PLACE FOR 3 OR FEWER YEARS; AND**

29 **2. THE DAY ON WHICH THE PETITION IS FILED WITH THE**
30 **DIRECTOR UNDER THIS PARAGRAPH IS AT LEAST 60 DAYS BUT NOT MORE THAN 90**
31 **DAYS BEFORE THE EXPIRATION OF THE COLLECTIVE BARGAINING AGREEMENT.**

32 **(2) A PETITION FILED WITH THE DIRECTOR UNDER PARAGRAPH (1)**
33 **OF THIS SUBSECTION SHALL CONTAIN:**

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

(II) A STATEMENT THAT THE EMPLOYEES HAVE IN THEIR POSSESSION SUBSTANTIVE DOCUMENTARY PROOF, DATED NOT MORE THAN 6 MONTHS BEFORE THE DAY 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; AND

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

(3) (I) THE PETITION SHALL BE PROCESSED AS DESCRIBED IN THIS SECTION, INCLUDING VERIFICATION OF PROOF OF INTEREST AND AN ELECTION.

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

28-5.

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

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

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

(3) THE ESTABLISHMENT OF LABOR-MANAGEMENT COMMITTEES;
AND

(4) OTHER TOPICS THAT THE PARTIES MAY MUTUALLY AGREE TO THAT ARE SUITABLE FOR BARGAINING.

(B) (1) THE EMPLOYER AUTOMATICALLY SHALL DEDUCT FROM THE PAYCHECK OF AN EMPLOYEE WHO IS A MEMBER OF THE BARGAINING UNIT REPRESENTED BY THE CERTIFIED EXCLUSIVE REPRESENTATIVE DUES AUTHORIZED

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

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

7 (3) SUBJECT TO REASONABLE TERMS OF THE AUTHORIZATION CARD
8 EXECUTED UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE EMPLOYER
9 AUTOMATICALLY SHALL STOP MAKING PAYROLL DEDUCTIONS UNDER PARAGRAPH
10 (1) OF THIS SUBSECTION ON BEHALF OF A CERTIFIED EXCLUSIVE REPRESENTATIVE
11 IF:

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

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

17 (III) THE EMPLOYEE RESIGNS FROM MEMBERSHIP IN THE
18 EMPLOYEE ORGANIZATION.

19 (C) A COLLECTIVE BARGAINING AGREEMENT ENTERED INTO UNDER
20 SUBSECTION (A) OF THIS SECTION SHALL BE EFFECTIVE WHEN FORMALLY ADOPTED
21 BY THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE.

22 28-6.

23 (A) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION,
24 THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE SHALL REACH
25 AN AGREEMENT AT LEAST 90 DAYS BEFORE A COLLECTIVE BARGAINING
26 AGREEMENT WILL EXPIRE.

27 (2) THE EMPLOYER AND THE CERTIFIED EXCLUSIVE
28 REPRESENTATIVE MUTUALLY MAY AGREE TO EXTEND NEGOTIATIONS BEFORE THE
29 COLLECTIVE BARGAINING AGREEMENT EXPIRES.

30 (B) AN IMPASSE IS REACHED DURING THE NEGOTIATIONS BETWEEN THE
31 EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE IF THE EMPLOYER
32 AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE DO NOT REACH AN AGREEMENT
33 BY:

1 **(1) AT LEAST 90 DAYS BEFORE A COLLECTIVE BARGAINING**
2 **AGREEMENT WILL EXPIRE; OR**

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

5 **(C) (1) IF AN IMPASSE IS REACHED UNDER SUBSECTION (B) OF THIS**
6 **SECTION, THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE SHALL**
7 **SUBMIT A FINAL OFFER TO THE OTHER PARTY WITHIN 48 HOURS AFTER THE**
8 **IMPASSE IS REACHED.**

9 **(2) UNLESS THE IMPASSE REACHED UNDER SUBSECTION (B) OF THIS**
10 **SECTION HAS BEEN RESOLVED, THE DISPUTE AND THE FINAL OFFERS SHALL BE**
11 **SUBMITTED TO THE MEDIATOR SELECTED BY THE PARTIES IN ACCORDANCE WITH**
12 **SUBSECTION (D) OF THIS SECTION.**

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

15 **(I) MEET WITH THE DIRECTOR AND THE CERTIFIED EXCLUSIVE**
16 **REPRESENTATIVE; AND**

17 **(II) MAKE WRITTEN FINDINGS OF FACT AND**
18 **RECOMMENDATIONS FOR THE RESOLUTION OF THE DISPUTE IN ACCORDANCE WITH**
19 **THIS SUBSECTION.**

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

23 **(II) WITHIN 3 WORKING DAYS AFTER RECEIVING THE LIST**
24 **UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH, THE PARTIES SHALL**
25 **ALTERNATELY REMOVE ONE MEDIATOR FROM THE LIST UNTIL ONLY ONE MEDIATOR**
26 **REMAINS, WHO THE PARTIES SHALL AGREE WILL SERVE AS THE MEDIATOR UNDER**
27 **THIS SUBSECTION.**

28 **(3) THE MEDIATOR SHALL ACT AS AN INTERMEDIARY IN BRINGING**
29 **THE PARTIES TOGETHER AND SHALL ACTIVELY ASSIST THE PARTIES IN RESOLVING**
30 **THE DISPUTE BY:**

31 **(I) CONDUCTING PROCEEDINGS IN ACCORDANCE WITH THIS**
32 **SUBSECTION;**

33 **(II) REVIEWING THE FINAL POSITIONS OF THE PARTIES;**

1 (III) IDENTIFYING THE MAJOR ISSUES IN THE DISPUTE BETWEEN
2 THE PARTIES;

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

4 (V) RECOMMENDING A RESOLUTION FOR THE AGREEMENT OF
5 THE PARTIES.

6 (4) A RESOLUTION UNDER THIS SUBSECTION:

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

9 (II) MAY NOT INCLUDE HEALTH CARE BENEFITS THAT ARE
10 PROVIDED BY THE CITY; AND

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

13 (5) BEFORE ISSUING A FINAL DECISION, THE MEDIATOR SHALL TAKE
14 INTO CONSIDERATION, AMONG ANY OTHER RELEVANT FACTORS:

15 (I) THE WAGES AND PENSION BENEFITS, NOT INCLUDING
16 HEALTH CARE BENEFITS THAT ARE PROVIDED BY THE CITY, OF THE EMPLOYEES OF
17 THE BARGAINING UNIT;

18 (II) THE WAGES AND PENSION BENEFITS OF OTHER SIMILARLY
19 SITUATED EMPLOYEES PERFORMING SIMILAR SERVICES IN MUSEUMS OF
20 COMPARABLE JURISDICTIONS TO BALTIMORE CITY IN THE MID-ATLANTIC
21 REGION, TAKING INTO CONSIDERATION THE COST-OF-LIVING INDEX FOR THE AREA
22 IN WHICH THE COMPARABLE MUSEUM IS LOCATED;

23 (III) WAGES AND PENSION BENEFITS OF SIMILARLY SITUATED
24 BALTIMORE CITY EMPLOYEES;

25 (IV) THE LAST PUBLISHED ANNUAL U.S. DEPARTMENT OF
26 LABOR CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS FOR ALL ITEMS IN
27 THE WASHINGTON-BALTIMORE AREA;

28 (V) THE SPECIAL NATURE OF THE WORK PERFORMED BY THE
29 EMPLOYEES OF THE BARGAINING UNIT, INCLUDING:

30 1. PHYSICAL REQUIREMENTS OF EMPLOYMENT;

2. EDUCATIONAL REQUIREMENTS;

**3. ATTAINMENT OF KNOWLEDGE OF AN ADVANCED TYPE
IN A FIELD OF SCIENCE OR LEARNING;**

4. JOB TRAINING AND JOB SKILLS; AND

**5. SHIFT ASSIGNMENTS AND THE DEMANDS PLACED ON
THE EMPLOYEES COMPARED TO THE DEMANDS PLACED ON OTHER SIMILARLY
SITUATED MUSEUM EMPLOYEES IN COMPARABLE JURISDICTIONS TO BALTIMORE
CITY;**

(VI) STATE AND BALTIMORE CITY MANDATED EXPENDITURES;

**(VII) AVAILABILITY OF FUNDS, INCLUDING FINANCIAL SOURCES
OF REVENUE; AND**

(VIII) THE INTEREST AND WELFARE OF THE PUBLIC.

**(7) A MEDIATOR MAY NOT CONSIDER TESTIMONY REGARDING FUNDS
EARMARKED FOR CAPITAL IMPROVEMENTS, RESERVE FUNDS, OR THE NONINCOME
PORTION OF ENDOWMENTS.**

**(8) (I) THE PARTIES ARE STRONGLY ENCOURAGED TO REACH AN
AGREEMENT ON ALL ISSUES WHENEVER POSSIBLE.**

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

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

**(10) COPIES OF THE MEDIATOR'S WRITTEN FINDINGS AND
RECOMMENDATIONS SHALL BE SUBMITTED TO THE DIRECTOR AND THE CERTIFIED
EXCLUSIVE REPRESENTATIVE WITHIN 30 DAYS AFTER THE REPORT REQUIRED
UNDER PARAGRAPH (8)(II) OF THIS SUBSECTION IS ISSUED.**

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

1 **(12) THIS SUBSECTION MAY NOT BE CONSTRUED TO INTERFERE WITH**
2 **ANY EFFORTS THE PARTIES MAY UNDERTAKE TO REACH AN AGREEMENT AT ANY**
3 **TIME.**

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

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

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

14 **28-7.**

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

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

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

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

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

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

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

29 **(2) CAUSE OR ATTEMPT TO CAUSE THE EMPLOYER TO DISCRIMINATE**
30 **AGAINST AN EMPLOYEE BECAUSE THE EMPLOYEE EXERCISES A RIGHT UNDER THIS**
31 **SUBTITLE;**

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

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

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

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

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

16 **28-8.**

17 **(A) SUBJECT TO ANY OTHER APPLICABLE LAWS, IT IS THE EXCLUSIVE**
18 **RIGHT OF THE EMPLOYER TO:**

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

21 **(2) SET STANDARDS OF SERVICES TO BE OFFERED TO THE PUBLIC;**
22 **AND**

23 **(3) EXERCISE CONTROL AND DISCRETION OVER ITS ORGANIZATION**
24 **AND OPERATIONS.**

25 **(B) SUBJECT TO APPLICABLE PROVISIONS OF A COLLECTIVE BARGAINING**
26 **AGREEMENT AND IN ACCORDANCE WITH OTHER APPLICABLE LAWS, THE EMPLOYER**
27 **MAY:**

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

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

30 **(3) ESTABLISH REASONABLE WORK RULES; AND**

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

3 **(C) THE PROVISIONS OF THIS SECTION SHALL BE DEEMED TO BE PART OF**
4 **EVERY AGREEMENT EXECUTED BETWEEN THE EMPLOYER AND A CERTIFIED**
5 **EXCLUSIVE REPRESENTATIVE.**

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

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

14 **SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect**
15 **October 1, 2022.**