

Chapter 747

(House Bill 45)

AN ACT concerning

Education – Baltimore County Public Library – Collective Bargaining

FOR the purpose of authorizing employees of the Baltimore County Public Library to form, join, and participate in an employee organization and engage in certain other activities related to collective bargaining; providing that a certain employee may be deemed supervisory under certain circumstances for certain purposes; establishing that the exercise of a certain function may not necessarily require a certain conclusion; prohibiting a class title alone from being the basis for *and requiring the nature of certain work be considered in* a certain determination; specifying the responsibilities of the library and the certified exclusive representative; stating the goal of collective bargaining; requiring the library to recognize certain rights of the certified exclusive representative; requiring the certified exclusive representative to serve as the sole agent for the unit in collective bargaining and represent employees in a certain manner; authorizing a certain employee organization to file a certain petition; establishing certain requirements for a certain petition; establishing the petition process; establishing a certain election process; prohibiting a certain election from being conducted within a certain period of time; establishing a certain decertification procedure; requiring the library and the certified exclusive representative to enter into a collective bargaining agreement that contains certain provisions; requiring the library to make certain payroll deductions under certain circumstances; requiring that certain dues be remitted to the certified exclusive representative; requiring the library to stop making certain payroll deductions under certain circumstances; specifying when a collective bargaining agreement is effective and when it expires; requiring the library and the certified representative to reach an agreement by a certain date except under certain circumstances; specifying the conditions under which an impasse is reached in collective bargaining negotiations; specifying the procedures, including for mediation, to be followed if an impasse is reached in collective bargaining negotiations; ~~requiring the library, under certain circumstances, to submit certain terms of the collective bargaining agreement to the Baltimore County Public Library Board of Trustees for its acceptance or rejection to submit a certain term and a certain recommendation to the County Executive under certain circumstances; requiring the Board to take certain action regarding the terms submitted to it for review; requiring the library and the certified exclusive representative to take certain action if the Board rejects a term; requiring the Board to take certain action if it accepts a term;~~ authorizing the Baltimore County Executive and Baltimore County Council to take certain action regarding certain requests submitted to them for approval; requiring the Baltimore County Executive to take certain action if the Baltimore County Executive accepts a certain request; requiring that the ~~entire collective bargaining agreement~~ *request* be returned to the library system and the certified exclusive representative for renegotiation within certain limits under certain circumstances; requiring that a certain renegotiation be

completed within a certain timeline; providing that an employer and a certified exclusive representative have certain mutual obligations; prohibiting an employer and an employee organization from taking certain actions regarding collective bargaining; authorizing a certain employee to discuss certain matters with the employer; providing that a certain provision of this Act does not waive a certain right of the employee organization; establishing certain rights of the employer; ~~prohibiting employees or an employee organization from striking~~; ~~authorizing a certain court to enjoin a strike on request of the employer~~; ~~prohibiting an employee from receiving compensation from the employer while the employee is engaged in a strike~~; authorizing the employer to take certain actions subject to certain provisions of law; requiring that certain provisions of law be deemed to be part of certain agreements; prohibiting certain persons from taking certain actions related to strikes, work stoppages, and secondary boycotts; providing for certain penalties for certain violations of this Act; providing that this Act and a collective bargaining agreement entered into under this Act supersede certain provisions of law under certain circumstances; providing for the construction of certain provisions of this Act; defining certain terms; and generally relating to collective bargaining for employees of the Baltimore County Public Library.

BY adding to

Article – Education

Section 23–701 through ~~23–709~~ 23–712 to be under the new subtitle “Subtitle 7.
Baltimore County Public Library – Collective Bargaining”

Annotated Code of Maryland

(2018 Replacement Volume and 2020 Supplement)

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

Article – Education

SUBTITLE 7. BALTIMORE COUNTY PUBLIC LIBRARY – COLLECTIVE BARGAINING.

23–701.

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

(B) “BOARD” MEANS THE BALTIMORE 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 ~~HAS:~~

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

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

~~(D)~~ (E) “COUNTY COUNCIL” MEANS THE BALTIMORE COUNTY COUNCIL.

~~(E)~~ (F) “COUNTY EXECUTIVE” MEANS THE BALTIMORE COUNTY EXECUTIVE.

~~(F)~~ (G) “DIRECTOR” MEANS THE DIRECTOR OF THE BALTIMORE COUNTY PUBLIC LIBRARY, OR THE DIRECTOR’S DESIGNEE.

~~(G)~~ (H) (1) “EMPLOYEE” MEANS A FULL-TIME OR PART-TIME EMPLOYEE OF THE LIBRARY.

(2) “EMPLOYEE” DOES NOT INCLUDE ~~AN EMPLOYEE:~~

~~(H) WHO, AS A FUNCTIONAL RESPONSIBILITY, ACTS IN A CONFIDENTIAL CAPACITY TO ASSIST THE BALTIMORE COUNTY PUBLIC LIBRARY OFFICIALS WHO FORMULATE, DETERMINE, AND EFFECTUATE POLICIES IN THE FIELD OF EMPLOYEE RELATIONS; OR~~

~~(H) WHO, IN THE INTEREST OF THE EMPLOYER, HAS:~~

~~1. AUTHORITY TO TRANSFER, SUSPEND, LAY OFF, RECALL, PROMOTE, DISCHARGE, ASSIGN, REWARD, OR DISCIPLINE OTHER EMPLOYEES;~~

~~2. RESPONSIBILITY TO DIRECT OTHER EMPLOYEES FOR MORE THAN 50% OF THE EMPLOYEE’S WORKING HOURS; OR~~

~~3. AUTHORITY TO ADDRESS AND RESOLVE EMPLOYEE GRIEVANCES~~ A CONFIDENTIAL EMPLOYEE, MANAGEMENT EMPLOYEE, OR SUPERVISORY EMPLOYEE.

~~(H)~~ (I) “EMPLOYEE ORGANIZATION” MEANS AN ORGANIZATION THAT ADMITS EMPLOYEES OF THE EMPLOYER AS MEMBERS AND HAS AS A PRIMARY PURPOSE THE REPRESENTATION OF THE EMPLOYEES IN THEIR RELATIONS WITH THE EMPLOYER.

~~(H)~~ (J) “EMPLOYER” MEANS THE BALTIMORE COUNTY PUBLIC LIBRARY AND THE BOARD.

(K) “MANAGEMENT EMPLOYEE” MEANS AN EMPLOYEE WHO GENERALLY HAS AUTHORITY AND WHO:

(1) FORMULATES POLICY THAT IS APPLICABLE THROUGHOUT A 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) “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.

23-702.

(A) AN EMPLOYEE WHO MAY EFFECTIVELY RECOMMEND AN ACTION LISTED IN § 23-701(L) OF THIS SUBTITLE MAY BE DEEMED A SUPERVISORY EMPLOYEE IF THE EMPLOYEE’S EXERCISE OF THE AUTHORITY REQUIRES THE EXERCISE OF INDEPENDENT JUDGMENT AND IS NOT MERELY OF A ROUTINE OR CLERICAL NATURE.

(B) THE EXERCISE OF ANY SINGLE FUNCTION LISTED IN § 23-701(L) OF THIS SUBTITLE MAY NOT NECESSARILY REQUIRE THE CONCLUSION THAT THE

INDIVIDUAL EXERCISING THAT FUNCTION IS IN FACT A SUPERVISORY EMPLOYEE WITHIN THE MEANING OF THE DEFINITION.

(C) IN DIFFERENTIATING A SUPERVISORY EMPLOYEE FROM A NONSUPERVISORY EMPLOYEE, A:

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

(2) THE NATURE OF THE SUPERVISORY EMPLOYEE'S WORK, INCLUDING WHETHER OR NOT A SIGNIFICANT PORTION OF THE SUPERVISORY EMPLOYEE'S WORKING TIME IS SPENT AS PART OF A TEAM THAT INCLUDES NONSUPERVISORY EMPLOYEES SHALL BE CONSIDERED.

~~23-702,~~ 23-703.

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.

~~23-703,~~ 23-704.

(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.

~~23-704.~~ 23-705.

(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~~ 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.

~~23-705.~~ 23-706.

(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 MAY ONLY BE FILED ~~DURING ANY TIME OF THE YEAR~~ IN THE MONTH OF SEPTEMBER.

(3) 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~~ 9 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 ~~BOARD OF TRUSTEES~~ EMPLOYER.

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

(5) THE EMPLOYEE ORGANIZATION AND THE ~~LIBRARY SYSTEM~~ EMPLOYER SHALL EQUALLY BEAR ANY COSTS ASSOCIATED WITH THE VERIFICATION.

(B) (1) WHEN AN EMPLOYEE ORGANIZATION OR EMPLOYEES IN A BARGAINING UNIT FILE A PETITION WITH THE DIRECTOR, THE EMPLOYEE ORGANIZATION OR EMPLOYEES SHALL SUBMIT TO A NEUTRAL DECISION MAKER FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE THE AUTHORIZATION CARDS SIGNED AND DATED BY AT LEAST 30% OF THE EMPLOYEES IN THE BARGAINING UNIT NOT MORE THAN ~~1 YEAR~~ 9 MONTHS BEFORE THE DAY THE PETITION WAS FILED INDICATING, AS APPROPRIATE, THAT THE EMPLOYEES HAVE DESIGNATED THE EMPLOYEE ORGANIZATION TO REPRESENT THEM IN THEIR EMPLOYMENT RELATIONS WITH THE LIBRARY SYSTEM ADMINISTRATION.

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

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

(2) IF THE DIRECTOR FAILS TO SUBMIT THE LIST OF EMPLOYEES TO THE NEUTRAL DECISION MAKER WITHIN THE REQUIRED TIME, 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.

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

(2) IF THE NEUTRAL DECISION MAKER DETERMINES THAT AT LEAST 30% OF THE EMPLOYEES ON THE LIST HAVE INDICATED A DESIRE TO BE

REPRESENTED BY THE EMPLOYEE ORGANIZATION OR TO DECERTIFY AN EXCLUSIVE REPRESENTATIVE, THE NEUTRAL DECISION MAKER SHALL NOTIFY THE DIRECTOR OF THE DETERMINATION.

(E) (1) IF THE DIRECTOR DISAGREES WITH THE PETITIONING EMPLOYEE ORGANIZATION OR THE PETITIONING EMPLOYEES AS TO THE INCLUSION OR EXCLUSION OF SPECIFIC EMPLOYEES IN THE BARGAINING UNIT, THE PARTIES SHALL REFER THE ISSUE IMMEDIATELY TO A NEUTRAL DECISION MAKER FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE TO RESOLVE THE ISSUE.

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

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

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

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

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

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

(II) NO EXCLUSIVE REPRESENTATION.

(H) AN EMPLOYEE ORGANIZATION MAY INTERVENE IN THE ELECTION AND HAVE ITS NAME PLACED ON THE BALLOT 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 LIBRARY SYSTEM ADMINISTRATION; AND

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

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

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

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

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

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

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

(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.

(2) (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.

23-707.

~~(A) IF AN EXCLUSIVE REPRESENTATIVE IS CERTIFIED UNDER BALTIMORE COUNTY COLLECTIVE BARGAINING LAW, THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE~~ 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; AND

(3) OTHER TOPICS THAT THE PARTIES MAY MUTUALLY AGREE TO THAT WERE 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 AND OWED BY THE EMPLOYEE TO THE CERTIFIED EXCLUSIVE REPRESENTATIVE IF THE EMPLOYEE SUBMITS TO THE EMPLOYER A DUES DEDUCTION AUTHORIZATION CARD THAT HAS BEEN DULY EXECUTED BY THE EMPLOYEE.

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

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

(I) THE CERTIFIED EXCLUSIVE REPRESENTATIVE IS DECERTIFIED;

(II) THE CERTIFIED EXCLUSIVE REPRESENTATIVE'S RIGHT TO DUES IS REVOKED; ~~OR~~

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

(IV) THE ~~EXCLUSIVE REPRESENTATIVE~~ EMPLOYEE RESIGNS FROM MEMBERSHIP IN THE EMPLOYEE ORGANIZATION.

(C) THIS SECTION MAY NOT BE CONSTRUED TO:

(1) AUTHORIZE OR OTHERWISE ALLOW AN EMPLOYEE TO ENGAGE IN A STRIKE AS DEFINED IN § 3-303 OF THE STATE PERSONNEL AND PENSIONS ARTICLE; OR

(2) RESTRICT THE AUTHORITY OF THE COUNTY EXECUTIVE OR THE COUNTY COUNCIL TO DETERMINE THE BUDGET OF THE EMPLOYER.

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

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

~~23-706~~ 23-708.

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

(2) THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE MUTUALLY MAY AGREE TO EXTEND NEGOTIATIONS FOR A PERIOD

NOT TO EXTEND PAST JUNE 30 OF THE YEAR IN WHICH A COLLECTIVE BARGAINING AGREEMENT WILL EXPIRE.

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

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

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

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

(2) UNLESS THE IMPASSE REACHED UNDER SUBSECTION (B) OF THIS SECTION HAS BEEN RESOLVED, THE DISPUTE AND THE FINAL OFFERS SHALL BE SUBMITTED TO THE ~~FEDERAL MEDIATION AND CONCILIATION SERVICE WITHIN 5 DAYS AFTER THE IMPASSE IS REACHED~~ MEDIATOR SELECTED BY THE PARTIES IN ACCORDANCE WITH SUBSECTION (D) OF THIS SECTION.

(D) (1) WITHIN 30 DAYS AFTER ~~THE DISPUTE IS SUBMITTED TO THE FEDERAL MEDIATION AND CONCILIATION SERVICE UNDER SUBSECTION (C)(2) OF THIS SECTION,~~ A MEDIATOR IS SELECTED BY THE PARTIES, THE MEDIATOR ~~APPOINTED BY THE FEDERAL MEDIATION AND CONCILIATION SERVICE~~ SHALL:

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

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

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

(II) WITHIN 3 WORKING DAYS AFTER RECEIVING THE LIST UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH, THE PARTIES SHALL ALTERNATELY

REMOVE ONE MEDIATOR FROM THE LIST UNTIL ONLY ONE MEDIATOR REMAINS, WHO THE PARTIES SHALL AGREE WILL SERVE AS THE MEDIATOR UNDER THIS SUBSECTION.

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

(I) CONDUCTING PROCEEDINGS IN ACCORDANCE WITH THIS SUBSECTION;

(II) REVIEWING THE FINAL POSITIONS OF THE PARTIES;

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

(IV) REVIEWING THE POSITIONS OF THE PARTIES; AND

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

(4) A RESOLUTION UNDER THIS SUBSECTION:

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

(II) MAY NOT INCLUDE HEALTH CARE BENEFITS; AND

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

(5) ANY RESOLUTION UNDER THIS SUBSECTION REGARDING PENSION BENEFITS SHALL BE CONSTRUED AS A RECOMMENDATION TO OR CONSIDERATION FOR THE APPROPRIATE PENSION ADMINISTRATOR OF THE STATE OR BALTIMORE COUNTY.

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

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

2. THE WAGES AND PENSION BENEFITS OF OTHER SIMILARLY SITUATED EMPLOYEES PERFORMING SIMILAR SERVICES IN LIBRARIES OF

COMPARABLE JURISDICTIONS TO BALTIMORE COUNTY IN THE STATE, TAKING INTO CONSIDERATION THE COST OF LIVING INDEX FOR THE AREA IN WHICH THE COMPARABLE DEPARTMENT IS LOCATED;

3. WAGES AND PENSION BENEFITS OF SIMILARLY SITUATED BALTIMORE COUNTY EMPLOYEES;

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

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

A. PHYSICAL REQUIREMENTS OF EMPLOYMENT;

B. EDUCATIONAL REQUIREMENTS;

C. JOB TRAINING AND JOB SKILLS; AND

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

6. STATE AND COUNTY MANDATED EXPENDITURES;

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

8. THE INTEREST AND WELFARE OF THE PUBLIC.

(II) IN CONSIDERING THE AVAILABILITY OF FUNDS FOR WAGE INCREASES, THE MEDIATOR SHALL CONSIDER THE GENERAL FUND REVENUES OF BALTIMORE COUNTY AND THE BALTIMORE COUNTY SPENDING AFFORDABILITY COMMITTEE REPORT.

(7) A MEDIATOR MAY NOT:

(I) RECOMMEND A WAGE INCREASE WITHOUT APPROVAL OF THE COUNTY EXECUTIVE AND COUNTY COUNCIL;

(II) RECOMMEND A PENSION BENEFIT INCREASE WITHOUT APPROVAL OF THE APPROPRIATE PENSION ADMINISTRATOR OF THE STATE OR BALTIMORE COUNTY; OR

(III) CONSIDER TESTIMONY REGARDING FUNDS FOR CAPITAL IMPROVEMENTS, SURPLUS CONTINGENCY, OR RESERVE FUNDS.

(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.

~~(2)~~ (10) COPIES OF THE MEDIATOR'S WRITTEN FINDINGS AND RECOMMENDATIONS SHALL BE SUBMITTED TO THE DIRECTOR AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE ON OR BEFORE THE IMMEDIATELY FOLLOWING APRIL 2.

~~(3)~~ (11) ANY COSTS ASSOCIATED WITH THIS SUBSECTION SHALL BE SHARED EQUALLY BY THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE.

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

(13) (I) THE COUNTY EXECUTIVE IS NOT BOUND BY ANY DECISION MADE UNDER THIS SUBSECTION AND SHALL ACT IN ACCORDANCE WITH THIS SECTION.

(II) THE COUNTY COUNCIL MAY ACCEPT OR REJECT THE RECOMMENDATION OF APPROVAL BY THE COUNTY EXECUTIVE.

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

~~(E) (1) THE DIRECTOR AND CERTIFIED EXCLUSIVE REPRESENTATIVE SHALL MEET WITHIN 5 DAYS AFTER THE CONCLUSION OF MEDIATION HELD UNDER SUBSECTION (D) OF THIS SECTION TO REACH A VOLUNTARY RESOLUTION OF THE~~

~~DISPUTE SHALL SUBMIT THE FINDINGS AND RECOMMENDATIONS OF THE MEDIATOR TO THE BOARD IN A TIMELY MANNER CONSISTENT WITH THE TIMING OF PARAGRAPH (2) OF THIS SUBSECTION.~~

~~(2) IF THE DIRECTOR AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE DO NOT REACH A VOLUNTARY RESOLUTION OF THE DISPUTE UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE PARTIES SHALL ADOPT THE FINDINGS AND RECOMMENDATIONS OF THE MEDIATOR AND SUBMIT THEM TO THE BOARD FOR FINAL APPROVAL~~ THE BOARD SHALL APPROVE ALL RECOMMENDATIONS AND FINDINGS OF THE MEDIATOR THAT DO NOT RELATE TO A FINANCIAL ISSUE OR REQUIRE AN APPROPRIATION OF ADDITIONAL FUNDS WITHIN 5 DAYS OF THE MEDIATOR'S DECISION.

~~23-707. 23-709.~~

~~(A) THE EMPLOYER SHALL SUBMIT TO THE BOARD~~ SHALL SUBMIT A TERM OF A COLLECTIVE BARGAINING AGREEMENT OR MEMORANDUM OF UNDERSTANDING ENTERED INTO UNDER § 23-705 § 23-707 §§ 23-707 AND 23-708 OF THIS SUBTITLE TO THE COUNTY EXECUTIVE WITH THE BOARD'S RECOMMENDATION REGARDING WHETHER THE AGREEMENT OR THE MEDIATOR'S DECISION IF THE TERM:

~~(1) REQUIRES~~ REQUIRES AN APPROPRIATION OF ADDITIONAL FUNDS; ~~OR.~~

~~(2) HAS OR MAY HAVE A FISCAL IMPACT ON THE EMPLOYER.~~

~~(B) THE EMPLOYER SHALL MAKE A GOOD FAITH EFFORT TO HAVE THE BOARD APPROVE ALL TERMS OF A COLLECTIVE BARGAINING AGREEMENT THAT THE EMPLOYER IS REQUIRED TO SUBMIT TO THE BOARD FOR REVIEW.~~

~~(C) (1) THE BOARD SHALL STATE IN WRITING WHETHER IT WILL REQUEST THAT THE COUNTY EXECUTIVE APPROPRIATE FUNDS FOR OR OTHERWISE IMPLEMENT THE ITEMS THAT REQUIRE BOARD REVIEW;~~

~~(i) ON OR BEFORE MAY 1 OF THE YEAR IN WHICH A COLLECTIVE BARGAINING AGREEMENT WILL EXPIRE; OR~~

~~(ii) WITHIN 30 DAYS OF RECEIVING THE TERMS SUBMITTED FOR REVIEW UNDER SUBSECTION (A) OF THIS SECTION IF NEGOTIATIONS ARE EXTENDED BEYOND MAY 1 UNDER § 23-706(A)(2) § 23-708(A)(2) OF THIS SUBTITLE.~~

~~(2) IF THE BOARD INTENDS NOT TO REQUEST AN APPROPRIATION OF FUNDS FOR OR OTHERWISE IMPLEMENT A TERM, OR PART OF A TERM, THE BOARD~~

~~SHALL INCLUDE THE REASON FOR THE REJECTION IN THE WRITTEN STATEMENT REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION.~~

~~(D) (1) IF THE BOARD REJECTS A TERM SUBMITTED FOR BOARD REVIEW, THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE SHALL:~~

~~(I) MEET AS SOON AS POSSIBLE TO NEGOTIATE AN AGREEMENT ACCEPTABLE TO THE BOARD; AND~~

~~(II) SUBMIT TO THE BOARD THE RESULTS OF THE NEGOTIATION ON OR BEFORE MAY 15 OF THE YEAR IN WHICH A COLLECTIVE BARGAINING AGREEMENT WILL EXPIRE.~~

~~(2) THE BOARD SHALL CONSIDER THE AGREEMENT SUBMITTED UNDER PARAGRAPH (1) OF THIS SUBSECTION AND ISSUE A STATEMENT AS REQUIRED UNDER SUBSECTION (C) OF THIS SECTION REGARDING THE NEW TERM.~~

~~(3) IF THE EMPLOYER OR THE CERTIFIED EXCLUSIVE REPRESENTATIVE DECLARES THAT AN IMPASSE EXISTS, THE DISPUTE SHALL BE SUBMITTED FOR MEDIATION IN ACCORDANCE WITH § 23-706 § 23-708 OF THIS SUBTITLE.~~

~~(E) (1) (I) IF THE BOARD ACCEPTS A TERM SUBMITTED FOR BOARD REVIEW THAT REQUIRES ADDITIONAL FUNDING, THE BOARD SHALL SUBMIT A REQUEST TO THE COUNTY EXECUTIVE WITHIN THE TIME PERIOD PROVIDED IN THE COLLECTIVE BARGAINING AGREEMENT.~~

~~(H) (B) (1)~~ THE COUNTY EXECUTIVE MAY APPROVE OR REJECT A REQUEST FOR ADDITIONAL FUNDING UNDER SUBSECTION (A) OF THIS SECTION, IN WHOLE OR IN PART.

~~(HH) (2)~~ IF THE COUNTY EXECUTIVE APPROVES A REQUEST UNDER ~~SUBPARAGRAPH (H) OF THIS PARAGRAPH~~ PARAGRAPH (1) OF THIS SUBSECTION, THE COUNTY EXECUTIVE SHALL SUBMIT THE REQUEST FOR ADDITIONAL FUNDS TO THE COUNTY COUNCIL.

~~(2) (C)~~ THE COUNTY COUNCIL MAY APPROVE OR REJECT A REQUEST FOR ADDITIONAL FUNDING, IN WHOLE OR IN PART.

~~(3) (H) (D) (1)~~ IF ANY PART OF A REQUEST FOR ADDITIONAL FUNDING SUBMITTED TO THE COUNTY EXECUTIVE OR COUNTY COUNCIL UNDER THIS SUBSECTION IS REJECTED, THE ~~ENTIRE COLLECTIVE BARGAINING AGREEMENT~~ REQUEST FOR ADDITIONAL FUNDS SHALL BE RETURNED TO THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE FOR RENEGOTIATION

WITHIN THE LIMITS OF THE FUNDING ALLOCATED BY THE COUNTY EXECUTIVE AND COUNTY COUNCIL.

~~(H)~~ (2) THE RENEGOTIATION SHALL BE COMPLETED WITHIN A TIMETABLE ESTABLISHED BY THE COUNTY EXECUTIVE.

~~(HH)~~ ~~1.~~ (3) (I) IF AN IMPASSE IS REACHED, THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE SHALL SUBMIT A FINAL OFFER, WITHIN THE LIMITS OF THE FUNDING ALLOCATED BY THE COUNTY EXECUTIVE AND COUNTY COUNCIL, FOR THE REVIEW OF THE COUNTY EXECUTIVE.

2. (II) THE COUNTY EXECUTIVE SHALL SELECT ONE OF THE OFFERS SUBMITTED UNDER ~~SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH~~ SUBPARAGRAPH (I) OF THIS PARAGRAPH.

3. (III) THE SELECTION OF THE COUNTY EXECUTIVE IS BINDING ON ALL PARTIES.

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

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

(II) NEGOTIATE IN GOOD FAITH ON:

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

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

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

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

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

~~23-708~~ 23-710.

(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 RIGHTS UNDER THIS SUBTITLE;

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

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

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

~~(3)~~ (5) REFUSE TO BARGAIN IN GOOD FAITH WITH THE EMPLOYER OR TO PARTICIPATE IN GOOD FAITH IN A PROCEDURE UNDER THIS SUBTITLE.

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

(2) THIS SUBSECTION DOES NOT WAIVE THE RIGHT OF THE EMPLOYEE ORGANIZATION TO BE THE EXCLUSIVE BARGAINING REPRESENTATIVE FOR ISSUES RELATED TO WAGES, HOURS, AND WORKING CONDITIONS AND IS NOT

INTENDED TO CREATE AN ALTERNATE PATH TO ALTER TERMS AND CONDITIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES.

~~23-709.~~ 23-711.

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

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

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

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

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

(I) THE USE OF VOLUNTEERS; AND

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

(B) SUBJECT TO APPLICABLE PROVISIONS OF A COLLECTIVE BARGAINING AGREEMENT ~~OR MEMORANDUM OF UNDERSTANDING, OR~~ AND IN ACCORDANCE WITH THE BALTIMORE COUNTY CHARTER AND OTHER APPLICABLE LAWS, THE EMPLOYER MAY:

(1) DIRECT ITS EMPLOYEES;

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

(3) ESTABLISH REASONABLE WORK RULES; AND

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

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

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

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

23-712.

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

(B) AN EMPLOYEE OR AN EMPLOYEE ORGANIZATION MAY NOT ENGAGE IN, INDUCE, INITIATE, DIRECT, SUPPORT, OR RATIFY A STRIKE.

(C) IF A STRIKE OCCURS, ON REQUEST OF THE EMPLOYER, A COURT OF COMPETENT JURISDICTION MAY ENJOIN THE STRIKE.

(D) AN EMPLOYEE MAY NOT RECEIVE COMPENSATION FROM THE EMPLOYER WHILE THE EMPLOYEE IS ENGAGED IN A STRIKE.

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

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

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

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

(5) “WORK STOPPAGE” MEANS:

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect ~~October~~ July 1, 2021.

Enacted under Article II, § 17(c) of the Maryland Constitution, May 30, 2021.