

SENATE BILL 591

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SB 352/23 – FIN & EEE

4lr1667
CF HB 609

By: **Senators Lam, Klausmeier, Guzzone, Augustine, Salling, M. Washington, Kramer, Jackson, Hettleman, Muse, King, and Rosapepe**

Introduced and read first time: January 26, 2024

Assigned to: Finance and Education, Energy, and the Environment

Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: March 17, 2024

CHAPTER _____

1 AN ACT concerning

2 **Education – Public Libraries – Collective Bargaining**
3 **(Library Workers Empowerment Act)**

4 FOR the purpose of authorizing employees of certain public libraries to form, join, and
5 participate in an employee organization and engage in certain other activities related
6 to collective bargaining; requiring certain employers and certified exclusive
7 representatives to engage in good faith bargaining; establishing a collective
8 bargaining process for employees of certain public libraries; establishing a process
9 for resolving impasses during collective bargaining; prohibiting employers and
10 employee organizations from engaging in certain actions regarding the exercise of an
11 employee's rights under this Act; prohibiting employers, employees, and employee
12 organizations from engaging in certain actions related to strikes, work stoppages,
13 boycotts, and lockouts; repealing certain provisions of law rendered obsolete by
14 certain provisions of this Act; and generally relating to collective bargaining for
15 employees of public libraries.

16 BY repealing

17 Article – Education

18 Section 23–601 through 23–614 and the subtitle “Subtitle 6. Howard County Library
19 System – Collective Bargaining”

20 Annotated Code of Maryland

21 (2022 Replacement Volume and 2023 Supplement)

22 BY adding to

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



Article – Education

Section 23–901 through 23–913 to be under the new subtitle “Subtitle 9. Public Libraries – Collective Bargaining”

Annotated Code of Maryland

(2022 Replacement Volume and 2023 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND, That Section(s) 23–601 through 23–614 and the subtitle “Subtitle 6. Howard County Library System – Collective Bargaining” of Article – Education of the Annotated Code of Maryland be repealed.

SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland read as follows:

Article – Education

SUBTITLE 9. PUBLIC LIBRARIES – COLLECTIVE BARGAINING.

23–901.

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

(B) (1) “CERTIFIED EXCLUSIVE REPRESENTATIVE” MEANS THE EMPLOYEE ORGANIZATION THAT HAS BEEN CERTIFIED AS THE COLLECTIVE BARGAINING AGENT FOR A BARGAINING UNIT.

(2) “CERTIFIED EXCLUSIVE REPRESENTATIVE” INCLUDES AN EMPLOYEE ORGANIZATION CERTIFIED TO EXCLUSIVELY REPRESENT PUBLIC LIBRARY EMPLOYEES BEFORE JULY 1, 2024.

(C) “CONFIDENTIAL EMPLOYEE” MEANS AN EMPLOYEE WHO:

(1) IS REQUIRED TO DEVELOP OR PRESENT MANAGEMENT POSITIONS WITH RESPECT TO EMPLOYER–EMPLOYEE RELATIONS; AND

(2) WHOSE DUTIES NORMALLY REQUIRE ACCESS TO CONFIDENTIAL INFORMATION THAT CONTRIBUTES SIGNIFICANTLY TO THE DEVELOPMENT OF THE MANAGEMENT POSITIONS WITH RESPECT TO EMPLOYER–EMPLOYEE RELATIONS.

(D) “DIRECTOR” MEANS THE DIRECTOR, CHIEF EXECUTIVE OFFICER, OR CHIEF OFFICER OF THE APPLICABLE PUBLIC LIBRARY SYSTEM, OR THE DESIGNEE OF THE DIRECTOR, CHIEF EXECUTIVE OFFICER, OR CHIEF OFFICER.

(E) (1) "EMPLOYEE" MEANS A FULL-TIME OR PART-TIME EMPLOYEE OF A PUBLIC LIBRARY SYSTEM.

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

(F) "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.

(G) "EMPLOYER" MEANS A PUBLIC LIBRARY SYSTEM AND, WHERE APPLICABLE, THE BOARD OF TRUSTEES FOR THE PUBLIC LIBRARY SYSTEM.

(H) "~~GOVERNING~~ FUNDING BODY" MEANS:

(1) (I) FOR A CHARTER COUNTY THAT DOES NOT HAVE AN ELECTED CHIEF EXECUTIVE OFFICER, THE COUNTY COUNCIL; ~~OR~~

(II) FOR A CHARTER COUNTY THAT HAS AN ELECTED CHIEF EXECUTIVE OFFICER, ~~THE COUNTY COUNCIL OR THE COUNTY COUNCIL AND THE COUNTY EXECUTIVE~~ THE GOVERNING BODY OF THE COUNTY, AS PROVIDED BY THE COUNTY CHARTER; OR

~~(2)~~ (III) FOR A CODE OR COMMISSION COUNTY, THE COUNTY COMMISSIONERS; OR

~~(3)~~ (2) FOR BALTIMORE CITY, THE MAYOR AND CITY COUNCIL OF BALTIMORE CITY.

(I) "MANAGEMENT EMPLOYEE" MEANS AN EMPLOYEE WHO GENERALLY HAS AUTHORITY AND WHO:

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

(J) (1) "PUBLIC LIBRARY SYSTEM" MEANS A COUNTY PUBLIC LIBRARY
SYSTEM.

(2) "PUBLIC LIBRARY SYSTEM" INCLUDES THE ENOCH PRATT FREE
LIBRARY.

(3) "PUBLIC LIBRARY SYSTEM" DOES NOT INCLUDE THE PUBLIC
LIBRARY SYSTEM OF BALTIMORE COUNTY, MONTGOMERY COUNTY, OR PRINCE
GEORGE'S COUNTY.

(K) "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.

23-902.

(A) THERE MAY BE NOT MORE THAN TWO BARGAINING UNITS AT EACH
PUBLIC LIBRARY SYSTEM INCLUDING:

(1) ONE BARGAINING UNIT FOR EMPLOYEES; AND

(2) ONE BARGAINING UNIT FOR SUPERVISORY EMPLOYEES.

(B) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION, A
BARGAINING UNIT MAY CONTAIN FULL-TIME OR PART-TIME EMPLOYEES.

(2) A BARGAINING UNIT MAY NOT INCLUDE VOLUNTEERS OR
TEMPORARY EMPLOYEES WITH LESS THAN 90 DAYS OF SERVICE IN A 12-MONTH
PERIOD.

(C) (1) THIS SUBTITLE MAY NOT BE CONSTRUED TO MODIFY OR
TERMINATE A BARGAINING UNIT THAT WAS RECOGNIZED OR IN EXISTENCE ON OR
BEFORE JUNE 30, 2024.

(2) (I) IF AN EMPLOYEE ORGANIZATION HAS BEEN CERTIFIED UNDER STATE OR LOCAL LAW ON OR BEFORE JUNE 30, 2024, TO BE AN EXCLUSIVE REPRESENTATIVE OF EMPLOYEES OF A PUBLIC LIBRARY SYSTEM, THE EMPLOYER SHALL ACCRETE ALL ELIGIBLE POSITIONS INTO THE EXISTING BARGAINING UNIT IN ACCORDANCE WITH THIS SECTION ON REQUEST OF THE EXCLUSIVE REPRESENTATIVE.

(II) AN ACCRETION UNDER THIS SUBSECTION SHALL BE SUBJECT TO A SHOWING OF INTEREST AND ELECTION BY EMPLOYEES IN THE ACCRETED POSITIONS IN ACCORDANCE WITH THE PROCEDURES UNDER § 23-907 OF THIS SUBTITLE.

23-903.

(A) AN EMPLOYEE WHO MAY EFFECTIVELY RECOMMEND AN ACTION LISTED IN § 23-901(I) OF THIS SUBTITLE MAY BE DEEMED A MANAGEMENT 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 § 23-901(I) OF THIS SUBTITLE MAY NOT NECESSARILY REQUIRE THE CONCLUSION THAT THE INDIVIDUAL EXERCISING THAT FUNCTION IS IN FACT A MANAGEMENT EMPLOYEE WITHIN THE MEANING OF THE DEFINITION.

(C) IN DIFFERENTIATING A MANAGEMENT EMPLOYEE FROM A NONMANAGEMENT EMPLOYEE:

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

(2) THE NATURE OF THE MANAGEMENT EMPLOYEE'S WORK, INCLUDING WHETHER A SIGNIFICANT PORTION OF THE MANAGEMENT EMPLOYEE'S WORKING TIME IS SPENT AS PART OF A TEAM THAT INCLUDES NONMANAGEMENT EMPLOYEES, SHALL BE CONSIDERED.

23-904.

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.

23-905.

(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.

23-906.

(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.

23-907.

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

(2) THE PETITION SHALL CONTAIN:

1 (I) A REQUEST THAT THE EMPLOYER RECOGNIZE THE
2 EMPLOYEE ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF THE
3 EMPLOYEES IN THE BARGAINING UNIT;

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

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

12 (IV) A STATEMENT THAT THE EMPLOYEE ORGANIZATION HAS IN
13 ITS POSSESSION WRITTEN PROOF DATED NOT MORE THAN 18 MONTHS BEFORE THE
14 DAY ON WHICH THE PETITION IS FILED ESTABLISHING THAT AT LEAST 30% OF THE
15 EMPLOYEES IN THE BARGAINING UNIT:

16 1. HAVE DESIGNATED THE EMPLOYEE ORGANIZATION
17 TO REPRESENT THEM IN THEIR EMPLOYMENT RELATIONS WITH THE EMPLOYER; OR

18 2. ARE MEMBERS OF THE EMPLOYEE ORGANIZATION.

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

21 (4) THE EMPLOYEE ORGANIZATION AND THE EMPLOYER SHALL
22 EQUALLY BEAR ANY COSTS ASSOCIATED WITH THE VERIFICATION.

23 (B) (1) (I) WHEN AN EMPLOYEE ORGANIZATION OR EMPLOYEES IN A
24 BARGAINING UNIT FILE A PETITION WITH THE EMPLOYER, THE EMPLOYEE
25 ORGANIZATION OR EMPLOYEES SHALL SELECT A NEUTRAL DECISION MAKER FROM
26 A REFERRAL OR LIST OF ARBITRATORS PROVIDED BY THE FEDERAL MEDIATION
27 AND CONCILIATION SERVICE.

28 (ii) THE EMPLOYEE ORGANIZATION OR EMPLOYEES IN THE
29 BARGAINING UNIT SHALL SUBMIT TO THE NEUTRAL DECISION MAKER SELECTED
30 UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH THE AUTHORIZATION CARDS
31 SIGNED AND DATED BY AT LEAST 30% OF THE EMPLOYEES IN THE BARGAINING UNIT
32 NOT MORE THAN 18 MONTHS BEFORE THE DAY THE PETITION WAS FILED
33 INDICATING, AS APPROPRIATE, THAT THE EMPLOYEES HAVE DESIGNATED THE
34 EMPLOYEE ORGANIZATION TO REPRESENT THEM IN THEIR EMPLOYMENT
35 RELATIONS WITH THE PUBLIC LIBRARY SYSTEM ADMINISTRATION.

1 **(2) THE EMPLOYEE ORGANIZATION SHALL COPY THE EMPLOYER ON**
2 **THE REQUEST FOR A NEUTRAL DECISION MAKER IN ORDER FOR THE PUBLIC**
3 **LIBRARY SYSTEM TO RECEIVE NOTICE OF THE SELECTION OF THE NEUTRAL**
4 **DECISION MAKER FOR THE CERTIFICATION PROCESS.**

5 **(C) (1) (I) SUBJECT TO SUBPARAGRAPH (II) OF THIS PARAGRAPH,**
6 **WITHIN 2 CALENDAR DAYS AFTER THE DAY ON WHICH THE EMPLOYER RECEIVES**
7 **THE PETITION, THE EMPLOYER SHALL SUBMIT TO THE EMPLOYEE ORGANIZATION**
8 **AND NEUTRAL DECISION MAKER:**

9 **1. A LIST OF EMPLOYEES IN THE BARGAINING UNIT**
10 **THAT IDENTIFIES EACH EMPLOYEE THAT THE EMPLOYER CONTENDS SHOULD BE**
11 **EXCLUDED AS AN ELIGIBLE VOTER OR FROM THE BARGAINING UNIT; AND**

12 **2. A STATEMENT EXPLAINING THE REASON FOR EACH**
13 **EXCLUSION.**

14 **(II) IF A NEUTRAL DECISION MAKER HAS NOT BEEN SELECTED**
15 **WHEN THE EMPLOYER IS REQUIRED TO SUBMIT THE LIST REQUIRED UNDER**
16 **SUBPARAGRAPH (I) OF THIS PARAGRAPH, THE EMPLOYER SHALL INSTEAD SUBMIT**
17 **THE LIST WITHIN 1 CALENDAR DAY AFTER THE NEUTRAL DECISION MAKER HAS**
18 **BEEN SELECTED.**

19 **(III) IF THE EMPLOYER FAILS TO PROVIDE AN EXPLANATION AS**
20 **REQUIRED UNDER SUBPARAGRAPH (I)2 OF THIS PARAGRAPH, THE EMPLOYER MAY**
21 **NOT CHALLENGE THE ELIGIBILITY OF AN EMPLOYEE'S VOTE IN AN ELECTION OR THE**
22 **ELIGIBILITY TO SUBMIT A SHOWING OF INTEREST FORM FOR PURPOSES OF**
23 **SUBSECTION (D)(3) OF THIS SECTION.**

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

29 **(D) (1) THE NEUTRAL DECISION MAKER SHALL CHECK THE WRITTEN**
30 **AUTHORIZATION CARDS SUBMITTED BY THE EMPLOYEE ORGANIZATION OR THE**
31 **EMPLOYEES AGAINST THE LIST OF EMPLOYEES SUBMITTED BY THE EMPLOYER.**

32 **(2) IF THE NEUTRAL DECISION MAKER DETERMINES THAT AT LEAST**
33 **30% OF THE EMPLOYEES ON THE LIST HAVE INDICATED A DESIRE TO BE**
34 **REPRESENTED BY THE EMPLOYEE ORGANIZATION OR TO DECERTIFY AN EXCLUSIVE**

1 REPRESENTATIVE, THE NEUTRAL DECISION MAKER SHALL NOTIFY THE EMPLOYER
2 OF THE DETERMINATION.

3 (3) IF THE EMPLOYEE ORGANIZATION SUBMITS A SHOWING OF
4 INTEREST OF AT LEAST 50% OF THE EMPLOYEES IN AN UNREPRESENTED
5 BARGAINING UNIT:

6 (I) THE NEUTRAL DECISION MAKER SHALL ISSUE TO EACH
7 PARTICIPANT IN AN ELECTION A CERTIFICATION OF REPRESENTATION; AND

8 (II) THE EMPLOYER SHALL RECOGNIZE THE EMPLOYEE
9 ORGANIZATION AS THE CERTIFIED BARGAINING REPRESENTATIVE OF THE
10 EMPLOYEES AT ISSUE.

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

14 (F) (1) THE EMPLOYER SHALL NOTIFY ALL EMPLOYEES WITHIN THE
15 PROPOSED BARGAINING UNIT THAT AN ELECTION WILL BE HELD AND REQUEST A
16 NEUTRAL DECISION MAKER FROM THE FEDERAL MEDIATION AND CONCILIATION
17 SERVICE TO OVERSEE AND CONDUCT AN ELECTION BY SECRET BALLOT.

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

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

23 (II) NO EXCLUSIVE REPRESENTATION.

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

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

29 (2) THE EMPLOYEE ORGANIZATION CERTIFIES THAT AT LEAST 30%
30 OF THE EMPLOYEES OF THE UNIT:

1 **(I) HAVE DESIGNATED THE EMPLOYEE ORGANIZATION TO**
2 **REPRESENT THEM IN THEIR EMPLOYMENT RELATIONS WITH THE PUBLIC LIBRARY**
3 **SYSTEM ADMINISTRATION; OR**

4 **(II) ARE MEMBERS OF THE EMPLOYEE ORGANIZATION; AND**

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

7 **(H) (1) WITHIN 15 DAYS AFTER A NEUTRAL DECISION MAKER IS**
8 **SELECTED, THE NEUTRAL DECISION MAKER SHALL HOLD A CONFERENCE WITH THE**
9 **PARTIES DURING WHICH ALL OBJECTIONS TO THE PETITION AND THE CONDUCT OF**
10 **THE ELECTION MUST BE RAISED.**

11 **(2) (I) THE ELECTION SHALL BE CONDUCTED:**

12 **1. ACCORDING TO THE PROCEDURES ESTABLISHED BY**
13 **THE NEUTRAL DECISION MAKER FROM THE FEDERAL MEDIATION AND**
14 **CONCILIATION SERVICE CONDUCTING THE ELECTION;**

15 **2. SUBJECT TO SUBPARAGRAPH (II) OF THIS**
16 **PARAGRAPH, IN CONSULTATION WITH THE PARTIES THAT ATTENDED THE**
17 **CONFERENCE REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION; AND**

18 **3. WITHIN 90 DAYS AFTER THE DAY OF FILING THE**
19 **PETITION WITH THE EMPLOYER.**

20 **(II) 1. AN EMPLOYEE ORGANIZATION ON A BALLOT MAY**
21 **REQUEST A PREFERRED METHOD OF VOTING.**

22 **2. THE NEUTRAL DECISION MAKER SHALL DESIGNATE**
23 **THE METHOD OF VOTING BASED ON THE REQUEST OF THE EMPLOYEE**
24 **ORGANIZATIONS ON THE BALLOT.**

25 **3. IF THERE IS A DISPUTE BETWEEN TWO OR MORE**
26 **EMPLOYEE ORGANIZATIONS ON THE BALLOT OVER THE METHOD OF VOTING, THE**
27 **NEUTRAL DECISION MAKER MAY DESIGNATE THE METHOD OF VOTING.**

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

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

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

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

11 (I) (1) IF THE EMPLOYER DISAGREES WITH THE PETITIONING EMPLOYEE
12 ORGANIZATION OR THE PETITIONING EMPLOYEES AS TO THE INCLUSION OR
13 EXCLUSION OF SPECIFIC EMPLOYEES AND CLASSIFICATIONS OF EMPLOYEES IN THE
14 BARGAINING UNIT, ALL THE EMPLOYEES IN THE PETITIONED-FOR GROUP SHALL
15 HAVE THE OPPORTUNITY TO VOTE IN THE ELECTION.

16 (2) SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, THE BALLOTS
17 OF CHALLENGED EMPLOYEES SHALL REMAIN SEALED AND BE SET ASIDE UNTIL THE
18 BALLOTS OF EMPLOYEES WHO ARE NOT IN DISPUTE HAVE BEEN TALLIED.

19 (3) (I) IF THE TOTAL NUMBER OF BALLOTS OF CHALLENGED
20 EMPLOYEES DOES NOT HAVE AN IMPACT ON THE ELECTION RESULT:

21 1. THE PARTIES MAY NOT COUNT THE BALLOTS OF
22 CHALLENGED EMPLOYEES; AND

23 2. THE NEUTRAL DECISION MAKER SHALL RESOLVE THE
24 DISPUTE OVER THE CHALLENGED EMPLOYEES AFTER THE ELECTION IS CERTIFIED
25 THROUGH A HEARING.

26 (II) IF THE TOTAL NUMBER OF BALLOTS OF CHALLENGED
27 EMPLOYEES DOES HAVE AN IMPACT ON THE ELECTION RESULT, THE PARTIES SHALL
28 IMMEDIATELY REFER THE DISPUTE TO THE NEUTRAL DECISION MAKER FROM THE
29 FEDERAL MEDIATION AND CONCILIATION SERVICE TO RESOLVE THE DISPUTE
30 THROUGH A HEARING.

31 (4) (I) THE NEUTRAL DECISION MAKER SHALL HOLD A HEARING
32 ON THE DISPUTE REFERRED UNDER PARAGRAPH (3)(II) OF THIS SUBSECTION:

33 1. WITH THE PARTIES PRESENTING EVIDENCE ON THEIR
34 POSITIONS; AND

1 2. WITHIN 30 DAYS AFTER THE ELECTION HAS
2 CONCLUDED.

3 (II) IF THE NEUTRAL DECISION MAKER FINDS THAT
4 CHALLENGED EMPLOYEES ARE PROPERLY INCLUDED WITHIN THE BARGAINING
5 UNIT, THE BALLOTS OF THE CHALLENGED EMPLOYEES SHALL BE COUNTED IN THE
6 TOTAL TALLY FOR THE ELECTION.

7 (III) 1. THE NEUTRAL DECISION MAKER SHALL ISSUE A
8 DECISION WITHIN 30 DAYS AFTER THE HEARING CONCLUDES.

9 2. THE NEUTRAL DECISION MAKER'S FINDINGS SHALL
10 BE FINAL AND BINDING ON THE PARTIES.

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

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

16 (II) A STATEMENT THAT THE EMPLOYEES HAVE IN THEIR
17 POSSESSION SUBSTANTIVE DOCUMENTARY PROOF, DATED NOT MORE THAN 6
18 MONTHS BEFORE THE DAY ON WHICH THE PETITION IS FILED, THAT AT LEAST 30%
19 OF THE EMPLOYEES WITHIN THE BARGAINING UNIT APPROVE OF THE
20 DECERTIFICATION OF THE EMPLOYEE ORGANIZATION; AND

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

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

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

31 23-908.

(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 THAT CULMINATE IN FINAL AND BINDING ARBITRATION, ~~INCLUDING APPEALS OF DISCIPLINARY AND OTHER ADVERSE PERSONNEL ACTIONS SUBJECT TO JUDICIAL REVIEW UNDER THE MARYLAND UNIFORM ARBITRATION ACT;~~ 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 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 UNDER § 23-913(D)(3) OF THIS SUBTITLE;

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

(IV) SUBJECT TO PARAGRAPH (4) OF THIS SUBSECTION, THE EMPLOYEE REVOKES THE AUTHORIZATION FOR PAYMENTS TO THE EXCLUSIVE

1 REPRESENTATIVE IN ACCORDANCE WITH THE PROCEDURES PROVIDED IN A DUES
2 DEDUCTION AUTHORIZATION.

3 (4) THE PROCEDURES PROVIDED IN A DUES DEDUCTION
4 AUTHORIZATION UTILIZED UNDER THIS SUBSECTION SHALL ALLOW FOR A
5 REVOCATION OF THE AUTHORIZATION FOR PAYMENTS TO THE EXCLUSIVE
6 REPRESENTATIVE AT LEAST ANNUALLY.

7 (C) THIS SECTION MAY NOT BE CONSTRUED TO:

8 (1) AUTHORIZE OR OTHERWISE ALLOW AN EMPLOYEE TO ENGAGE IN
9 A STRIKE OR WORK STOPPAGE, AS THOSE TERMS ARE DEFINED IN § 23-913 OF THIS
10 SUBTITLE; OR

11 (2) RESTRICT THE AUTHORITY OF THE ~~GOVERNING~~ FUNDING BODY
12 OF THE APPLICABLE COUNTY TO DETERMINE THE BUDGET OF THE EMPLOYER.

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

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

19 23-909.

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

24 (2) SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, THE
25 EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE MUTUALLY MAY
26 AGREE TO EXTEND NEGOTIATIONS FOR A PERIOD NOT TO EXCEED PAST JUNE 30 OF
27 THE YEAR IN WHICH A COLLECTIVE BARGAINING AGREEMENT WILL EXPIRE.

28 (3) ANY EXTENSION MUST ACKNOWLEDGE ANY RELEVANT COUNTY
29 BUDGETARY DEADLINES IN WRITING TO ENSURE THAT PARTIES MEET CRUCIAL
30 FUNDING DEADLINES.

31 (B) AN IMPASSE IS REACHED DURING THE NEGOTIATIONS BETWEEN THE
32 EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE IF THE EMPLOYER

1 AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE DO NOT REACH AN AGREEMENT
2 BY:

3 (1) STATING THEY HAVE MUTUALLY AGREED THAT THEY ARE AT AN
4 IMPASSE;

5 (2) FEBRUARY 1 OF THE YEAR IN WHICH A COLLECTIVE BARGAINING
6 AGREEMENT WILL EXPIRE; OR

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

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

13 (2) UNLESS THE IMPASSE REACHED UNDER SUBSECTION (B) OF THIS
14 SECTION HAS BEEN RESOLVED, THE DISPUTE AND THE FINAL OFFERS SHALL BE
15 SUBMITTED TO THE MEDIATOR SELECTED BY THE PARTIES IN ACCORDANCE WITH
16 SUBSECTION (D) OF THIS SECTION.

17 (D) (1) WITHIN 30 DAYS AFTER A MEDIATOR IS SELECTED BY THE
18 PARTIES, THE MEDIATOR SHALL:

19 (I) MEET WITH THE EMPLOYER AND THE CERTIFIED
20 EXCLUSIVE REPRESENTATIVE; AND

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

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

27 (II) 1. SUBJECT TO SUBSUBPARAGRAPH 2 OF THIS
28 SUBPARAGRAPH, WITHIN 3 WORKING DAYS AFTER RECEIVING THE LIST UNDER
29 SUBPARAGRAPH (I) OF THIS PARAGRAPH, THE PARTIES SHALL ALTERNATELY
30 REMOVE ONE MEDIATOR FROM THE LIST UNTIL ONLY ONE MEDIATOR REMAINS, WHO
31 THE PARTIES SHALL AGREE WILL SERVE AS THE MEDIATOR UNDER THIS
32 SUBSECTION.

1 **2. THE PARTIES SHALL SELECT WHICH PARTY REMOVES**
2 **THE FIRST MEDIATOR FROM THE LIST BY USING A SELECTION METHOD THAT IS**
3 **RANDOM AND OF EQUAL CHANCE FOR BOTH PARTIES.**

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

7 **(I) CONDUCTING PROCEEDINGS IN ACCORDANCE WITH THIS**
8 **SUBSECTION;**

9 **(II) IDENTIFYING THE MAJOR ISSUES IN THE DISPUTE BETWEEN**
10 **THE PARTIES;**

11 **(III) REVIEWING THE POSITIONS OF THE PARTIES; AND**

12 **(IV) RECOMMENDING A RESOLUTION FOR THE AGREEMENT OF**
13 **THE PARTIES.**

14 **(4) A RESOLUTION UNDER THIS SUBSECTION:**

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

17 **(II) EXCEPT FOR COSTS ASSESSED TO EMPLOYEES FOR HEALTH**
18 **CARE BENEFITS, MAY NOT INCLUDE HEALTH CARE BENEFITS UNLESS THE BENEFITS**
19 **ARE CONTRACTED DIRECTLY THROUGH THE PUBLIC LIBRARY SYSTEM; AND**

20 **(III) MAY NOT EXCEED 1 FISCAL YEAR, UNLESS AGREED TO BY**
21 **THE PARTIES.**

22 **(5) (I) ANY RESOLUTION UNDER THIS SUBSECTION REGARDING**
23 **PENSION BENEFITS SHALL BE CONSTRUED AS A RECOMMENDATION FOR**
24 **CONSIDERATION BY THE PENSION SPONSOR OF THE STATE OR RESPECTIVE**
25 **COUNTY.**

26 **(II) A CHANGE MAY NOT BE MADE TO PENSION BENEFITS**
27 **UNLESS AN APPROPRIATE PLAN AMENDMENT IS ADOPTED BY THE PLAN SPONSOR**
28 **OF THE STATE OR RESPECTIVE COUNTY.**

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

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

3 2. THE WAGES AND PENSION BENEFITS OF OTHER
4 SIMILARLY SITUATED EMPLOYEES PERFORMING SIMILAR SERVICES IN LIBRARIES
5 OF COMPARABLE COUNTIES IN THE STATE, TAKING INTO CONSIDERATION THE
6 COST-OF-LIVING INDEX FOR THE AREA IN WHICH THE COMPARABLE COUNTY IS
7 LOCATED;

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

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

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

15 A. PHYSICAL REQUIREMENTS OF EMPLOYMENT;

16 B. EDUCATIONAL REQUIREMENTS;

17 C. JOB TRAINING AND JOB SKILLS; AND

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

21 6. STATE AND COUNTY MANDATED EXPENDITURES;

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

25 8. THE INTEREST AND WELFARE OF THE PUBLIC.

26 (ii) IN CONSIDERING THE AVAILABILITY OF FUNDS FOR WAGE
27 INCREASES, THE MEDIATOR SHALL CONSIDER THE GENERAL FUND REVENUES OF
28 THE RESPECTIVE COUNTY AND ANY RELATED COUNTY REPORTS ON REVENUES.

29 (7) A MEDIATOR MAY NOT CONSIDER TESTIMONY REGARDING FUNDS
30 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.

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

(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) ~~THE GOVERNING~~ FUNDING BODY OF THE APPLICABLE COUNTY IS NOT BOUND BY ANY DECISION MADE UNDER THIS SUBSECTION.

(14) THE PROCEDURE IN 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 MEDIATOR SHALL SUBMIT THE FINDINGS AND RECOMMENDATIONS OF THE MEDIATOR TO THE EMPLOYER IN A TIMELY MANNER CONSISTENT WITH THE TIMING OF PARAGRAPH (2) OF THIS SUBSECTION.

(2) THE EMPLOYER SHALL APPROVE ALL RECOMMENDATIONS AND FINDINGS OF THE MEDIATOR THAT DO NOT REQUIRE AN APPROPRIATION OF ADDITIONAL FUNDS WITHIN ~~5~~ 14 DAYS AFTER THE MEDIATOR'S DECISION.

23-910.

(A) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, THE EMPLOYER SHALL SUBMIT A TERM OF A COLLECTIVE BARGAINING AGREEMENT OR MEMORANDUM OF UNDERSTANDING ENTERED INTO UNDER THIS SUBTITLE TO THE

1 ~~GOVERNING~~ FUNDING BODY OF THE APPLICABLE COUNTY WITH THE EMPLOYER'S
2 RECOMMENDATION REGARDING WHETHER THE AGREEMENT OR THE MEDIATOR'S
3 DECISION REQUIRES AN APPROPRIATION OF ADDITIONAL FUNDS.

4 (2) THE SUBMISSION REQUIRED UNDER THIS SUBSECTION SHALL BE
5 MADE BEFORE THE FIRST MEETING OF THE ~~GOVERNING~~ FUNDING BODY OF THE
6 APPLICABLE COUNTY THAT IMMEDIATELY FOLLOWS AN AGREEMENT BEING
7 REACHED, TO ENSURE ANY RELEVANT COUNTY BUDGETARY DEADLINES ARE NOT
8 MISSED.

9 (B) (1) THE ~~GOVERNING~~ FUNDING BODY OF THE APPLICABLE COUNTY
10 MAY APPROVE OR REJECT A REQUEST FOR ADDITIONAL FUNDING UNDER
11 SUBSECTION (A) OF THIS SECTION, IN WHOLE OR IN PART.

12 (2) IF THE ~~GOVERNING~~ FUNDING BODY OF THE APPLICABLE COUNTY
13 APPROVES A REQUEST UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE
14 ~~GOVERNING~~ FUNDING BODY OF THE APPLICABLE COUNTY SHALL TAKE ALL ACTIONS
15 NECESSARY TO PROCESS THE REQUEST FOR ADDITIONAL FUNDING.

16 (C) (1) IF ANY PART OF A REQUEST FOR ADDITIONAL FUNDING
17 SUBMITTED TO THE ~~GOVERNING~~ FUNDING BODY OF THE APPLICABLE COUNTY
18 UNDER THIS SUBSECTION IS REJECTED, THE REQUEST FOR ADDITIONAL FUNDS
19 SHALL BE RETURNED TO THE EMPLOYER AND THE CERTIFIED EXCLUSIVE
20 REPRESENTATIVE FOR RENEGOTIATION WITHIN THE LIMITS OF THE FUNDING
21 ALLOCATED BY THE ~~GOVERNING~~ FUNDING BODY OF THE APPLICABLE COUNTY.

22 (2) THE RENEGOTIATION SHALL BE COMPLETED WITHIN A
23 TIMETABLE ESTABLISHED BY THE ~~GOVERNING~~ FUNDING BODY OF THE APPLICABLE
24 COUNTY.

25 (3) (I) IF AN IMPASSE IS REACHED, THE EMPLOYER AND THE
26 CERTIFIED EXCLUSIVE REPRESENTATIVE SHALL EACH SUBMIT A FINAL OFFER,
27 WITHIN THE LIMITS OF THE FUNDING ALLOCATED BY THE ~~GOVERNING~~ FUNDING
28 BODY OF THE APPLICABLE COUNTY, FOR THE REVIEW OF THE ~~GOVERNING~~ FUNDING
29 BODY OF THE APPLICABLE COUNTY.

30 (II) THE ~~GOVERNING~~ FUNDING BODY OF THE APPLICABLE
31 COUNTY SHALL SELECT ONE OF THE OFFERS SUBMITTED UNDER SUBPARAGRAPH (I)
32 OF THIS PARAGRAPH.

33 (III) THE SELECTION OF THE ~~GOVERNING~~ FUNDING BODY OF
34 THE APPLICABLE COUNTY IS BINDING ON ALL PARTIES.

(D) (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 IS 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.

23-911.

(A) AN EMPLOYER MAY PROVIDE TO A REPRESENTATIVE OF THE EXCLUSIVE REPRESENTATIVE:

(1) RELEASE TIME; AND

(2) ACCESS TO ROUTINE SERVICES AND FACILITIES OF THE EMPLOYER.

(B) THE EMPLOYER OR ITS OFFICERS OR AGENTS MAY NOT:

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

(2) EXCEPT AS PROVIDED IN SUBSECTION (A) OF THIS SECTION, DOMINATE, SURVEIL, INTERFERE WITH, ASSIST IN THE FORMATION, ADMINISTRATION, OR EXISTENCE OF, OR CONTRIBUTE FINANCIAL ASSISTANCE OR OTHER SUPPORT TO AN EMPLOYEE ORGANIZATION;

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

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

6 (5) SPEND PUBLIC MONEY, USE PUBLIC RESOURCES, OR PROVIDE
7 ASSISTANCE TO AN INDIVIDUAL OR GROUP FOR A NEGATIVE CAMPAIGN AGAINST
8 EFFORTS BY EMPLOYEES OR AN EMPLOYEE ORGANIZATION TO:

9 (I) GAIN OR RETAIN COLLECTIVE BARGAINING RIGHTS OR TO
10 CERTIFY AN EMPLOYEE ORGANIZATION AS AN EXCLUSIVE REPRESENTATIVE; OR

11 (II) CERTIFY AN EMPLOYEE ORGANIZATION AS AN EXCLUSIVE
12 REPRESENTATIVE.

13 (C) AN EMPLOYEE ORGANIZATION MAY NOT:

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

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

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

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

24 (5) REFUSE TO BARGAIN IN GOOD FAITH WITH THE EMPLOYER OR TO
25 PARTICIPATE IN GOOD FAITH IN A PROCEDURE UNDER THIS SUBTITLE; OR

26 (6) UNFAIRLY REPRESENT EMPLOYEES IN COLLECTIVE BARGAINING
27 OR IN ANY OTHER MATTER IN WHICH THE EMPLOYEE ORGANIZATION HAS THE DUTY
28 OF FAIR REPRESENTATION.

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

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

6 **23-912.**

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

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

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

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

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

17 **(I) THE USE OF VOLUNTEERS; AND**

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

20 **(B) SUBJECT TO APPLICABLE PROVISIONS OF A COLLECTIVE BARGAINING**
21 **AGREEMENT AND IN ACCORDANCE WITH THE RESPECTIVE COUNTY CHARTER AND**
22 **OTHER APPLICABLE LAWS, THE EMPLOYER MAY:**

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

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

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

26 **(4) DEMOTE, SUSPEND, DISCHARGE, OR TAKE ANY OTHER**
27 **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.

(F) A COLLECTIVE BARGAINING AGREEMENT MAY INCLUDE A PROVISION FOR ARBITRATION OF DISCIPLINARY ACTIONS.

23-913.

(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;

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

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

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

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

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

12 **(D) IF AN EMPLOYEE ORGANIZATION VIOLATES THIS SECTION, THE**
13 **EMPLOYER MAY:**

14 **(1) REVOKE THE EMPLOYEE ORGANIZATION'S DESIGNATION AS**
15 **CERTIFIED EXCLUSIVE REPRESENTATIVE;**

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

19 **(3) TERMINATE IMMEDIATELY THE PAYROLL DEDUCTIONS FOR THE**
20 **EMPLOYEE ORGANIZATION'S DUES.**

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

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

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

28 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall be construed to
29 apply only prospectively and may not be applied or interpreted to have any effect on or
30 application to:

1 (1) the composition of a collective bargaining unit that is in existence on
2 the effective date of this Act unless the collective bargaining unit dissolves after the
3 effective date of this Act;

4 (2) a collective bargaining agreement entered into before the effective date
5 of this Act; or

6 (3) collective bargaining negotiations that began before the effective date
7 of this Act.

8 SECTION 4. AND BE IT FURTHER ENACTED, That this Act shall take effect July
9 1, 2024.

Approved:

Governor.

President of the Senate.

Speaker of the House of Delegates.