

HOUSE BILL 65

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3lr0787

(PRE-FILED)

By: **Delegates S. Johnson and Charkoudian**

Requested: November 15, 2022

Introduced and read first time: January 11, 2023

Assigned to: Appropriations

A BILL ENTITLED

1 AN ACT concerning

2 **Education – Public Libraries – Collective Bargaining**

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

14 BY repealing

15 Article – Education

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

18 Annotated Code of Maryland

19 (2022 Replacement Volume)

20 BY adding to

21 Article – Education

22 Section 23–901 through 23–912 to be under the new subtitle “Subtitle 9. Public
23 Libraries – Collective Bargaining”

24 Annotated Code of Maryland

25 (2022 Replacement Volume)

26 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
27 That Section(s) 23–601 through 23–614 and the subtitle “Subtitle 6. Howard County

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 Library System – Collective Bargaining” of Article – Education of the Annotated Code of
2 Maryland be repealed.

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

5 **Article – Education**

6 **SUBTITLE 9. PUBLIC LIBRARIES – COLLECTIVE BARGAINING.**

7 **23-901.**

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

10 (B) “BOARD” MEANS THE BOARD OF TRUSTEES FOR A PUBLIC LIBRARY
11 SYSTEM, WHERE APPLICABLE.

12 (C) “CERTIFIED EXCLUSIVE REPRESENTATIVE” MEANS THE EMPLOYEE
13 ORGANIZATION THAT HAS BEEN CERTIFIED AS THE COLLECTIVE BARGAINING
14 AGENT FOR A BARGAINING UNIT.

15 (D) “CONFIDENTIAL EMPLOYEE” MEANS AN EMPLOYEE WHO:

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

19 (2) WORKS IN A CLOSE AND CONTINUING CONFIDENTIAL RELATION
20 ASSISTING OR AIDING A MANAGEMENT EMPLOYEE.

21 (E) “DIRECTOR” MEANS THE DIRECTOR, CHIEF EXECUTIVE OFFICER, OR
22 CHIEF OFFICER OF THE APPLICABLE PUBLIC LIBRARY SYSTEM, OR THE DESIGNEE
23 OF THE DIRECTOR, CHIEF EXECUTIVE OFFICER, OR CHIEF OFFICER.

24 (F) (1) “EMPLOYEE” MEANS A FULL-TIME OR PART-TIME EMPLOYEE OF
25 A PUBLIC LIBRARY SYSTEM.

26 (2) “EMPLOYEE” DOES NOT INCLUDE A CONFIDENTIAL EMPLOYEE,
27 MANAGEMENT EMPLOYEE, OR SUPERVISORY EMPLOYEE.

28 (G) “EMPLOYEE ORGANIZATION” MEANS AN ORGANIZATION THAT ADMITS
29 EMPLOYEES OF THE EMPLOYER AS MEMBERS AND HAS AS A PRIMARY PURPOSE THE
30 REPRESENTATION OF THE EMPLOYEES IN THEIR RELATIONS WITH THE EMPLOYER.

1 **(H) “EMPLOYER” MEANS A PUBLIC LIBRARY SYSTEM AND ITS BOARD.**

2 **(I) “GOVERNING BODY” MEANS:**

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

5 **(II) FOR A CHARTER COUNTY THAT HAS AN ELECTED CHIEF**
6 **EXECUTIVE OFFICER, THE COUNTY COUNCIL OR THE COUNTY COUNCIL AND THE**
7 **COUNTY EXECUTIVE, AS PROVIDED BY THE COUNTY CHARTER; OR**

8 **(2) FOR A CODE OR COMMISSION COUNTY, THE COUNTY**
9 **COMMISSIONERS.**

10 **(J) “MANAGEMENT EMPLOYEE” MEANS AN EMPLOYEE WHO GENERALLY**
11 **HAS AUTHORITY AND WHO:**

12 **(1) FORMULATES POLICY THAT IS APPLICABLE THROUGHOUT A**
13 **BARGAINING UNIT;**

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

17 **(3) MAY REASONABLY BE REQUIRED TO:**

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

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

22 **(K) (1) “PUBLIC LIBRARY SYSTEM” MEANS A COUNTY PUBLIC LIBRARY**
23 **SYSTEM.**

24 **(2) “PUBLIC LIBRARY SYSTEM” DOES NOT INCLUDE:**

25 **(I) THE PUBLIC LIBRARY SYSTEM OF BALTIMORE COUNTY,**
26 **MONTGOMERY COUNTY, OR PRINCE GEORGE’S COUNTY; OR**

27 **(II) THE ENOCH PRATT FREE LIBRARY.**

(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.

23-902.

(A) AN EMPLOYEE WHO MAY EFFECTIVELY RECOMMEND AN ACTION LISTED IN § 23-901(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 § 23-901(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:

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

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

23-903.

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;

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

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

5 **23-904.**

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

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

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

16 **23-905.**

17 **(A) THE EMPLOYER SHALL RECOGNIZE THE RIGHT OF THE CERTIFIED**
18 **EXCLUSIVE REPRESENTATIVE TO REPRESENT THE EMPLOYEES IN THE UNIT IN**
19 **COLLECTIVE BARGAINING AND IN THE GRIEVANCE PROCESS.**

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

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

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

25 **23-906.**

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

1 (2) THE PETITION MAY BE FILED ONLY IN THE MONTH OF
2 SEPTEMBER.

3 (3) THE PETITION SHALL CONTAIN:

4 (I) A REQUEST THAT THE BOARD RECOGNIZE THE EMPLOYEE
5 ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF THE EMPLOYEES IN THE
6 BARGAINING UNIT;

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

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

15 (IV) A STATEMENT THAT THE EMPLOYEE ORGANIZATION HAS IN
16 ITS POSSESSION WRITTEN PROOF DATED NOT MORE THAN 12 MONTHS BEFORE THE
17 DAY ON WHICH THE PETITION IS FILED ESTABLISHING THAT AT LEAST 30% OF THE
18 EMPLOYEES IN THE BARGAINING UNIT HAVE DESIGNATED THE EMPLOYEE
19 ORGANIZATION TO REPRESENT THEM IN THEIR EMPLOYMENT RELATIONS WITH THE
20 EMPLOYER.

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

23 (5) THE EMPLOYEE ORGANIZATION AND THE EMPLOYER SHALL
24 EQUALLY BEAR ANY COSTS ASSOCIATED WITH THE VERIFICATION.

25 (B) (1) WHEN AN EMPLOYEE ORGANIZATION OR EMPLOYEES IN A
26 BARGAINING UNIT FILE A PETITION WITH THE DIRECTOR, THE EMPLOYEE
27 ORGANIZATION OR EMPLOYEES SHALL SUBMIT TO A NEUTRAL DECISION MAKER
28 FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE THE
29 AUTHORIZATION CARDS SIGNED AND DATED BY AT LEAST 30% OF THE EMPLOYEES
30 IN THE BARGAINING UNIT NOT MORE THAN 12 MONTHS BEFORE THE DAY THE
31 PETITION WAS FILED INDICATING, AS APPROPRIATE, THAT THE EMPLOYEES HAVE
32 DESIGNATED THE EMPLOYEE ORGANIZATION TO REPRESENT THEM IN THEIR
33 EMPLOYMENT RELATIONS WITH THE PUBLIC LIBRARY SYSTEM ADMINISTRATION.

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

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

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

18 **(2) IF THE NEUTRAL DECISION MAKER DETERMINES THAT AT LEAST**
19 **30% OF THE EMPLOYEES ON THE LIST HAVE INDICATED A DESIRE TO BE**
20 **REPRESENTED BY THE EMPLOYEE ORGANIZATION OR TO DECERTIFY AN EXCLUSIVE**
21 **REPRESENTATIVE, THE NEUTRAL DECISION MAKER SHALL NOTIFY THE DIRECTOR**
22 **OF THE DETERMINATION.**

23 **(3) THE DIRECTOR MAY VOLUNTARILY RECOGNIZE THE EMPLOYEE**
24 **ORGANIZATION AS THE CERTIFIED BARGAINING REPRESENTATIVE OF THE**
25 **EMPLOYEES AT ISSUE, OR THE PARTIES MAY PROCEED TO HOLD AN ELECTION TO**
26 **DETERMINE REPRESENTATION IN ACCORDANCE WITH THIS SECTION.**

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

30 **(F) (1) THE DIRECTOR SHALL NOTIFY ALL EMPLOYEES WITHIN THE**
31 **PROPOSED BARGAINING UNIT THAT AN ELECTION WILL BE HELD AND REQUEST A**
32 **NEUTRAL DECISION MAKER FROM THE FEDERAL MEDIATION AND CONCILIATION**
33 **SERVICE TO OVERSEE AND CONDUCT AN ELECTION BY SECRET BALLOT.**

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

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

4 **(II) NO EXCLUSIVE REPRESENTATION.**

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

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

10 **(2) THE EMPLOYEE ORGANIZATION CERTIFIES THAT AT LEAST 30%**
11 **OF THE EMPLOYEES OF THE UNIT HAVE DESIGNATED THE EMPLOYEE**
12 **ORGANIZATION TO REPRESENT THEM IN THEIR EMPLOYMENT RELATIONS WITH THE**
13 **PUBLIC LIBRARY SYSTEM ADMINISTRATION; AND**

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

16 **(H) (1) THE ELECTION SHALL BE CONDUCTED ACCORDING TO THE**
17 **PROCEDURES ESTABLISHED BY THE FEDERAL MEDIATION AND CONCILIATION**
18 **SERVICE NEUTRAL DECISION MAKER CONDUCTING THE ELECTION.**

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

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

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

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

1 (I) (1) IF THE DIRECTOR DISAGREES WITH THE PETITIONING EMPLOYEE
2 ORGANIZATION OR THE PETITIONING EMPLOYEES AS TO THE INCLUSION OR
3 EXCLUSION OF SPECIFIC EMPLOYEES AND CLASSIFICATIONS OF EMPLOYEES IN THE
4 BARGAINING UNIT, ALL THE EMPLOYEES IN THE PETITIONED-FOR GROUP SHALL
5 HAVE THE OPPORTUNITY TO VOTE IN THE ELECTION.

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

9 (3) (I) IF THE TOTAL NUMBER OF BALLOTS OF CHALLENGED
10 EMPLOYEES DOES NOT HAVE AN IMPACT ON THE ELECTION RESULT, THE PARTIES:

11 1. MAY NOT COUNT THE BALLOTS OF CHALLENGED
12 EMPLOYEES; AND

13 2. SHALL RESOLVE THE DISPUTE OVER THE
14 CHALLENGED EMPLOYEES AFTER THE ELECTION IS CERTIFIED THROUGH A
15 HEARING OR COLLECTIVE BARGAINING.

16 (II) IF THE TOTAL NUMBER OF BALLOTS OF CHALLENGED
17 EMPLOYEES DOES HAVE AN IMPACT ON THE ELECTION RESULT, THE PARTIES SHALL
18 IMMEDIATELY REFER THE DISPUTE TO THE NEUTRAL DECISION MAKER FROM THE
19 FEDERAL MEDIATION AND CONCILIATION SERVICE TO RESOLVE THE DISPUTE.

20 (4) (I) THE NEUTRAL DECISION MAKER SHALL HOLD A HEARING
21 ON THE DISPUTE REFERRED UNDER PARAGRAPH (3)(II) OF THIS SUBSECTION WITH
22 THE PARTIES PRESENTING EVIDENCE ON THEIR POSITIONS.

23 (II) IF THE NEUTRAL DECISION MAKER FINDS THAT
24 CHALLENGED EMPLOYEES ARE PROPERLY INCLUDED WITHIN THE BARGAINING
25 UNIT, THE BALLOTS OF THE CHALLENGED EMPLOYEES SHALL BE COUNTED IN THE
26 TOTAL TALLY FOR THE ELECTION.

27 (III) THE NEUTRAL DECISION MAKER'S FINDINGS SHALL BE
28 FINAL AND BINDING ON THE PARTIES.

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

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

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

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

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

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

18 **23-907.**

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

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

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

26 (3) OTHER TOPICS THAT THE PARTIES MAY MUTUALLY AGREE TO
27 THAT WERE SUITABLE FOR BARGAINING.

28 (B) (1) THE EMPLOYER AUTOMATICALLY SHALL DEDUCT FROM THE
29 PAYCHECK OF AN EMPLOYEE WHO IS A MEMBER OF THE BARGAINING UNIT
30 REPRESENTED BY THE CERTIFIED EXCLUSIVE REPRESENTATIVE DUES AUTHORIZED
31 AND OWED BY THE EMPLOYEE TO THE CERTIFIED EXCLUSIVE REPRESENTATIVE IF
32 THE EMPLOYEE SUBMITS TO THE EMPLOYER A DUES DEDUCTION AUTHORIZATION
33 CARD THAT HAS BEEN DULY EXECUTED BY THE EMPLOYEE.

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

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

7 **(I) THE CERTIFIED EXCLUSIVE REPRESENTATIVE IS**
8 **DECERTIFIED;**

9 **(II) THE CERTIFIED EXCLUSIVE REPRESENTATIVE'S RIGHT TO**
10 **DUES IS REVOKED;**

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

14 **(IV) THE EMPLOYEE RESIGNS FROM MEMBERSHIP IN THE**
15 **EMPLOYEE ORGANIZATION.**

16 **(C) THIS SECTION MAY NOT BE CONSTRUED TO:**

17 **(1) AUTHORIZE OR OTHERWISE ALLOW AN EMPLOYEE TO ENGAGE IN**
18 **A STRIKE OR WORK STOPPAGE, AS THOSE TERMS ARE DEFINED IN § 23-912 OF THIS**
19 **SUBTITLE; OR**

20 **(2) RESTRICT THE AUTHORITY OF THE GOVERNING BODY TO**
21 **DETERMINE THE BUDGET OF THE EMPLOYER.**

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

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

28 **23-908.**

29 **(A) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION,**
30 **THE EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE SHALL REACH**

1 AN AGREEMENT BY MARCH 1 OF THE YEAR IN WHICH A COLLECTIVE BARGAINING
2 AGREEMENT WILL EXPIRE.

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

7 (3) ANY EXTENSION MUST ACKNOWLEDGE ANY RELEVANT COUNTY
8 BUDGETARY DEADLINES IN WRITING TO ENSURE THAT PARTIES MEET CRUCIAL
9 FUNDING DEADLINES.

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

14 (1) STATING THEY HAVE MUTUALLY AGREED THAT THEY ARE AT AN
15 IMPASSE;

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

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

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

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

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

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

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

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

7 (II) WITHIN 3 WORKING DAYS AFTER RECEIVING THE LIST
8 UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH, THE PARTIES SHALL
9 ALTERNATELY REMOVE ONE MEDIATOR FROM THE LIST UNTIL ONLY ONE MEDIATOR
10 REMAINS, WHO THE PARTIES SHALL AGREE WILL SERVE AS THE MEDIATOR UNDER
11 THIS SUBSECTION.

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

15 (I) CONDUCTING PROCEEDINGS IN ACCORDANCE WITH THIS
16 SUBSECTION;

17 (II) REVIEWING THE FINAL POSITIONS OF THE PARTIES;

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

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

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

23 (4) A RESOLUTION UNDER THIS SUBSECTION:

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

26 (II) MAY NOT INCLUDE HEALTH CARE BENEFITS, UNLESS THE
27 BENEFITS ARE CONTRACTED DIRECTLY THROUGH THE PUBLIC LIBRARY SYSTEM;
28 AND

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

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

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

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

9 **2. THE WAGES AND PENSION BENEFITS OF OTHER**
10 **SIMILARLY SITUATED EMPLOYEES PERFORMING SIMILAR SERVICES IN LIBRARIES**
11 **OF COMPARABLE COUNTIES IN THE STATE, TAKING INTO CONSIDERATION THE**
12 **COST-OF-LIVING INDEX FOR THE AREA IN WHICH THE COMPARABLE COUNTY IS**
13 **LOCATED;**

14 **3. WAGES AND PENSION BENEFITS OF SIMILARLY**
15 **SITUATED COUNTY EMPLOYEES;**

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

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

21 **A. PHYSICAL REQUIREMENTS OF EMPLOYMENT;**

22 **B. EDUCATIONAL REQUIREMENTS;**

23 **C. JOB TRAINING AND JOB SKILLS; AND**

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

27 **6. STATE AND COUNTY MANDATED EXPENDITURES;**

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

1 **8. THE INTEREST AND WELFARE OF THE PUBLIC.**

2 **(II) IN CONSIDERING THE AVAILABILITY OF FUNDS FOR WAGE**
3 **INCREASES, THE MEDIATOR SHALL CONSIDER THE GENERAL FUND REVENUES OF**
4 **THE RESPECTIVE COUNTY AND ANY RELATED COUNTY REPORTS ON REVENUES.**

5 **(7) A MEDIATOR MAY NOT:**

6 **(I) RECOMMEND A WAGE INCREASE WITHOUT APPROVAL OF**
7 **THE RESPECTIVE GOVERNING BODY;**

8 **(II) RECOMMEND A PENSION BENEFIT INCREASE WITHOUT**
9 **APPROVAL OF THE APPROPRIATE PENSION ADMINISTRATOR OF THE STATE OR**
10 **COUNTY; OR**

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

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

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

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

20 **(10) THE MEDIATOR SHALL SUBMIT COPIES OF THE MEDIATOR'S**
21 **WRITTEN FINDINGS AND RECOMMENDATIONS TO THE DIRECTOR AND THE**
22 **CERTIFIED EXCLUSIVE REPRESENTATIVE ON OR BEFORE THE IMMEDIATELY**
23 **FOLLOWING APRIL 2.**

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

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

30 **(13) THE GOVERNING BODY IS NOT BOUND BY ANY DECISION MADE**
31 **UNDER THIS SUBSECTION.**

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

4 (E) (1) THE DIRECTOR SHALL SUBMIT THE FINDINGS AND
5 RECOMMENDATIONS OF THE MEDIATOR TO THE BOARD IN A TIMELY MANNER
6 CONSISTENT WITH THE TIMING OF PARAGRAPH (2) OF THIS SUBSECTION.

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

11 **23-909.**

12 (A) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, THE BOARD
13 SHALL SUBMIT A TERM OF A COLLECTIVE BARGAINING AGREEMENT OR
14 MEMORANDUM OF UNDERSTANDING ENTERED INTO UNDER THIS SUBTITLE TO THE
15 GOVERNING BODY WITH THE BOARD'S RECOMMENDATION REGARDING WHETHER
16 THE AGREEMENT OR THE MEDIATOR'S DECISION REQUIRES AN APPROPRIATION OF
17 ADDITIONAL FUNDS.

18 (2) THE SUBMISSION REQUIRED UNDER THIS SUBSECTION SHALL BE
19 MADE IN A TIMELY MANNER, TO ENSURE ANY RELEVANT COUNTY BUDGETARY
20 DEADLINES ARE NOT MISSED.

21 (B) (1) THE GOVERNING BODY MAY APPROVE OR REJECT A REQUEST FOR
22 ADDITIONAL FUNDING UNDER SUBSECTION (A) OF THIS SECTION, IN WHOLE OR IN
23 PART.

24 (2) IF THE GOVERNING BODY APPROVES A REQUEST UNDER
25 PARAGRAPH (1) OF THIS SUBSECTION, THE GOVERNING BODY SHALL TAKE ALL
26 ACTIONS NECESSARY TO PROCESS THE REQUEST FOR ADDITIONAL FUNDING.

27 (C) THE GOVERNING BODY MAY APPROVE OR REJECT A REQUEST FOR
28 ADDITIONAL FUNDING, IN WHOLE OR IN PART.

29 (D) (1) IF ANY PART OF A REQUEST FOR ADDITIONAL FUNDING
30 SUBMITTED TO THE GOVERNING BODY UNDER THIS SUBSECTION IS REJECTED, THE
31 REQUEST FOR ADDITIONAL FUNDS SHALL BE RETURNED TO THE EMPLOYER AND
32 THE CERTIFIED EXCLUSIVE REPRESENTATIVE FOR RENEGOTIATION WITHIN THE
33 LIMITS OF THE FUNDING ALLOCATED BY THE GOVERNING BODY.

1 **(2) THE RENEGOTIATION SHALL BE COMPLETED WITHIN A**
2 **TIMETABLE ESTABLISHED BY THE GOVERNING BODY.**

3 **(3) (I) IF AN IMPASSE IS REACHED, THE EMPLOYER AND THE**
4 **CERTIFIED EXCLUSIVE REPRESENTATIVE SHALL SUBMIT A FINAL OFFER, WITHIN**
5 **THE LIMITS OF THE FUNDING ALLOCATED BY THE GOVERNING BODY, FOR THE**
6 **REVIEW OF THE GOVERNING BODY.**

7 **(II) THE GOVERNING BODY SHALL SELECT ONE OF THE OFFERS**
8 **SUBMITTED UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH.**

9 **(III) THE SELECTION OF THE GOVERNING BODY IS BINDING ON**
10 **ALL PARTIES.**

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

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

15 **(II) NEGOTIATE IN GOOD FAITH ON:**

16 **1. WAGES, HOURS, AND TERMS AND CONDITIONS OF**
17 **EMPLOYMENT; AND**

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

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

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

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

28 **23-910.**

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

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

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

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

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

11 (B) AN EMPLOYEE ORGANIZATION MAY NOT:

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

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

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

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

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

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

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

1 **23-911.**

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

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

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

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

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

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

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

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

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

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

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

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

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

26 **(D) THIS SECTION MAY NOT BE CONSTRUED TO DENY THE RIGHT OF AN**
27 **EMPLOYEE TO SUBMIT A GRIEVANCE WITH REGARD TO THE EMPLOYER'S EXERCISE**
28 **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.

23-912.

(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.

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

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

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

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

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

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

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

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

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

24 **SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July**
25 **1, 2023.**