

SENATE BILL 680

F5

3lr2342

By: **Senator Beidle**

Introduced and read first time: February 6, 2023

Assigned to: Finance

A BILL ENTITLED

1 AN ACT concerning

2 **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 adding to

15 Article – Education

16 Section 23–901 through 23–914 to be under the new subtitle “Subtitle 9. Public
17 Libraries – Collective Bargaining”

18 Annotated Code of Maryland

19 (2022 Replacement Volume)

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

22 **Article – Education**

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

24 **23–901.**

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



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

3 **(B) “BOARD” MEANS THE BOARD OF TRUSTEES FOR A PUBLIC LIBRARY**
4 **SYSTEM WHERE APPLICABLE.**

5 **(C) “CERTIFIED EXCLUSIVE REPRESENTATIVE” MEANS THE EMPLOYEE**
6 **ORGANIZATION THAT HAS BEEN CERTIFIED AS THE COLLECTIVE BARGAINING**
7 **AGENT FOR A BARGAINING UNIT.**

8 **(D) “CONFIDENTIAL EMPLOYEE” MEANS AN EMPLOYEE WHO ACTS IN A**
9 **CONFIDENTIAL CAPACITY TO ASSIST PUBLIC LIBRARY SYSTEM OFFICIALS WHO**
10 **FORMULATE, DETERMINE, AND EFFECTUATE POLICY IN THE FIELD OF EMPLOYEE**
11 **RELATIONS.**

12 **(E) “DIRECTOR” MEANS THE CHIEF ADMINISTRATOR FOR A PUBLIC**
13 **LIBRARY SYSTEM.**

14 **(F) (1) “EMPLOYEE” MEANS A PERMANENT FULL-TIME OR PERMANENT**
15 **PART-TIME STAFF MEMBER OF A PUBLIC LIBRARY SYSTEM.**

16 **(2) “EMPLOYEE” DOES NOT INCLUDE A CONFIDENTIAL EMPLOYEE OR**
17 **A MANAGEMENT EMPLOYEE.**

18 **(G) “EMPLOYEE ORGANIZATION” MEANS AN ORGANIZATION THAT**
19 **INCLUDES EMPLOYEES OF THE EMPLOYER AND HAS AS A PRIMARY PURPOSE THE**
20 **REPRESENTATION OF THE EMPLOYEES IN THEIR RELATIONS WITH THE EMPLOYER.**

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

22 **(I) “GOVERNING BODY” MEANS:**

23 **(1) (i) FOR A CHARTER COUNTY THAT DOES NOT HAVE AN**
24 **ELECTED CHIEF EXECUTIVE OFFICER, THE COUNTY COUNCIL; OR**

25 **(ii) FOR A CHARTER COUNTY THAT HAS AN ELECTED CHIEF**
26 **EXECUTIVE OFFICER, THE COUNTY COUNCIL OR THE COUNTY COUNCIL AND THE**
27 **COUNTY EXECUTIVE, AS PROVIDED BY THE COUNTY CHARTER; OR**

28 **(2) FOR A CODE OR COMMISSION COUNTY, THE COUNTY**
29 **COMMISSIONERS.**

1 **(J) “MANAGEMENT EMPLOYEE” MEANS AN EMPLOYEE WHO IS AUTHORIZED**
2 **TO:**

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

5 **(2) RESPONSIBLY DIRECT EMPLOYEES;**

6 **(3) ADDRESS THE GRIEVANCES OF EMPLOYEES; OR**

7 **(4) RECOMMEND AN ACTION REGARDING AN EMPLOYEE IF THE USE**
8 **OF AUTHORITY REQUIRES THE USE OF INDEPENDENT JUDGMENT.**

9 **(K) “PUBLIC LIBRARY SYSTEM” MEANS A COUNTY PUBLIC LIBRARY SYSTEM.**

10 **23-902.**

11 **THIS SUBTITLE DOES NOT APPLY TO EMPLOYERS AND EMPLOYEES WHO WERE**
12 **AUTHORIZED TO ENGAGE IN COLLECTIVE BARGAINING UNDER STATE OR LOCAL**
13 **LAW BEFORE OCTOBER 1, 2023.**

14 **23-903.**

15 **EMPLOYEES OF AN EMPLOYER MAY:**

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

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

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

21 **(4) REFRAIN FROM ANY ACTIVITY DESCRIBED IN ITEM (1), (2), OR (3)**
22 **OF THIS SECTION; AND**

23 **(5) REFRAIN FROM PAYING DUES OR FEES TO A CERTIFIED**
24 **EXCLUSIVE REPRESENTATIVE IF AN EMPLOYEE ELECTS NOT TO JOIN THE**
25 **CERTIFIED EXCLUSIVE REPRESENTATIVE.**

26 **23-904.**

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

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

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

10 **23-905.**

11 **(A) THERE IS A PROFESSIONAL AND TECHNICAL UNIT AND A SERVICE AND**
12 **LABOR UNIT FOR COLLECTIVE BARGAINING PURPOSES.**

13 **(B) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION,**
14 **THE PROFESSIONAL AND TECHNICAL UNIT INCLUDES:**

15 **(I) PROFESSIONAL CLASSIFICATION TITLES UNDER WHICH**
16 **EMPLOYEES HAVE SPECIAL OR THEORETICAL KNOWLEDGE THAT USUALLY IS**
17 **ACQUIRED THROUGH COLLEGE TRAINING, WORK EXPERIENCE, OR OTHER TRAINING**
18 **THAT PROVIDES COMPARABLE KNOWLEDGE;**

19 **(II) PARAPROFESSIONAL CLASSIFICATION TITLES UNDER**
20 **WHICH EMPLOYEES PERFORM, IN A SUPPORTIVE ROLE, SOME OF THE DUTIES OF A**
21 **PROFESSIONAL OR TECHNICIAN BUT THAT USUALLY REQUIRE LESS FORMAL**
22 **TRAINING OR EXPERIENCE THAN THOSE DUTIES PERFORMED BY THOSE WITH**
23 **PROFESSIONAL OR TECHNICAL CLASSIFICATION TITLES; AND**

24 **(III) TECHNICAL CLASSIFICATION TITLES UNDER WHICH**
25 **EMPLOYEES HAVE BASIC TECHNICAL KNOWLEDGE AND MANUAL SKILLS THAT ARE**
26 **USUALLY ACQUIRED THROUGH SPECIALIZED POSTSECONDARY SCHOOL EDUCATION**
27 **OR THROUGH EQUIVALENT ON-THE-JOB TRAINING.**

28 **(2) THE PROFESSIONAL AND TECHNICAL UNIT DOES NOT INCLUDE**
29 **MANAGEMENT EMPLOYEES OR CONFIDENTIAL EMPLOYEES.**

30 **(C) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION,**
31 **THE SERVICE AND LABOR UNIT INCLUDES CLASSIFICATION TITLES UNDER WHICH**
32 **EMPLOYEES:**

1 **(I) PERFORM SERVICE AND MAINTENANCE;**

2 **(II) MAY OPERATE HEAVY SPECIALIZED MACHINERY OR HEAVY**
3 **EQUIPMENT; AND**

4 **(III) CONTRIBUTE TO THE COMFORT AND CONVENIENCE OF THE**
5 **PUBLIC OR TO THE UPKEEP OF THE EMPLOYER'S BUILDINGS, FACILITIES, AND**
6 **GROUNDS.**

7 **(2) THE SERVICE AND LABOR UNIT DOES NOT INCLUDE MANAGEMENT**
8 **EMPLOYEES OR CONFIDENTIAL EMPLOYEES.**

9 **(D) WHEN DETERMINING WHETHER AN EMPLOYEE IS A MANAGEMENT**
10 **EMPLOYEE FOR THE PURPOSES OF EXCLUDING THE EMPLOYEE FROM A BARGAINING**
11 **UNIT UNDER SUBSECTION (B)(2) OR (C)(2) OF THIS SECTION:**

12 **(1) THE EXERCISE OF ANY SINGLE FUNCTION DESCRIBED IN**
13 **SUBSECTION (B)(1) OR (C)(1) OF THIS SECTION DOES NOT NECESSARILY REQUIRE**
14 **THE CONCLUSION THAT THE EMPLOYEE IS A MANAGEMENT EMPLOYEE;**

15 **(2) JOB TITLES MAY NOT BE THE EXCLUSIVE BASIS FOR CONCLUDING**
16 **THAT THE EMPLOYEE IS A MANAGEMENT EMPLOYEE; AND**

17 **(3) THE NATURE OF THE EMPLOYEE'S WORK, INCLUDING WHETHER**
18 **OR NOT A MAJOR PORTION OF THE WORKING TIME OF THE EMPLOYEE IS SPENT AS**
19 **PART OF A TEAM WITH NONMANAGEMENT EMPLOYEES, SHALL BE CONSIDERED.**

20 **23-906.**

21 **(A) (1) (I) AN EMPLOYEE ORGANIZATION THAT IS SEEKING**
22 **CERTIFICATION AS THE EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT**
23 **SHALL SUBMIT A PETITION TO THE APPLICABLE DIRECTOR STATING THAT AT LEAST**
24 **30% OF THE ELIGIBLE EMPLOYEES IN THE BARGAINING UNIT WISH TO BE**
25 **REPRESENTED EXCLUSIVELY BY THE EMPLOYEE ORGANIZATION SPECIFIED IN THE**
26 **PETITION FOR THE PURPOSE OF COLLECTIVE BARGAINING.**

27 **(II) THE PETITION SHALL INCLUDE SEPARATE SHOWING OF**
28 **INTEREST FORMS SIGNED BY AT LEAST 30% OF ELIGIBLE EMPLOYEES WITHIN THE**
29 **3-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE EMPLOYEE**
30 **ORGANIZATION SUBMITS THE PETITION FOR CERTIFICATION TO THE DIRECTOR.**

31 **(2) AN EMPLOYEE ORGANIZATION THAT SUBMITS A PETITION TO THE**
32 **DIRECTOR UNDER PARAGRAPH (1) OF THIS SUBSECTION MAY NOT DISCRIMINATE**

1 WITH REGARD TO THE TERMS OR CONDITIONS OF MEMBERSHIP DUE TO GENDER,
2 AGE, DISABILITY, COLOR, CREED, RACE, NATIONAL ORIGIN, RELIGION, MARITAL
3 STATUS, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, POLITICAL
4 AFFILIATION, OR ANY OTHER STATUS PROTECTED BY LAW.

5 (B) WITHIN 30 DAYS AFTER THE DIRECTOR RECEIVES THE PETITION, THE
6 PETITION SHALL BE SUBMITTED TO A STATE MEDIATION SERVICE FOR THE
7 PURPOSE OF HOLDING A CONSENT ELECTION AND CERTIFICATION OF THE
8 EMPLOYEE ORGANIZATION IN THE SAME MANNER AS AN ELECTION IS HELD UNDER
9 TITLE 4, SUBTITLE 2 OF THE LABOR AND EMPLOYMENT ARTICLE IF:

10 (1) THE DIRECTOR HAS NOT CHALLENGED THE VALIDITY OF THE
11 PETITION; AND

12 (2) THE BARGAINING UNIT CONSISTS OF AT LEAST 10 EMPLOYEES.

13 (C) IF THE DIRECTOR CHALLENGES THE VALIDITY OF THE PETITION,
14 EITHER THE EMPLOYER OR THE EMPLOYEE ORGANIZATION MAY SUBMIT A REQUEST
15 TO A STATE MEDIATION SERVICE TO DETERMINE:

16 (1) THE VALIDITY OF THE PETITION; AND

17 (2) WHETHER TO CONDUCT A CONSENT ELECTION AND CERTIFY THE
18 EMPLOYEE ORGANIZATION IN THE SAME MANNER AS AN ELECTION IS HELD UNDER
19 TITLE 4, SUBTITLE 2 OF THE LABOR AND EMPLOYMENT ARTICLE.

20 (D) THE STATE MEDIATION SERVICE MAY NOT CERTIFY THE VALIDITY OF A
21 PETITION BY A BARGAINING UNIT CONSISTING OF FEWER THAN 10 EMPLOYEES.

22 (E) THE PETITION MAY BE SUBMITTED TO THE DIRECTOR ONLY DURING
23 THE MONTH OF OCTOBER UNLESS THE GOVERNING BODY OTHERWISE DESIGNATES
24 A DIFFERENT TIME FRAME.

25 (F) ANY COSTS ASSOCIATED WITH THIS SECTION SHALL BE SHARED
26 EQUALLY BY THE EMPLOYER AND EMPLOYEE ORGANIZATION SPECIFIED IN THE
27 PETITION.

28 23-907.

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

1 **(B) THE CERTIFIED EXCLUSIVE REPRESENTATIVE OF THE BARGAINING**
2 **UNIT SHALL:**

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

5 **(2) REPRESENT ALL EMPLOYEES IN THE BARGAINING UNIT FAIRLY,**
6 **WITHOUT DISCRIMINATION, AND WITHOUT REGARD TO WHETHER THE EMPLOYEE IS**
7 **A MEMBER OF THE EMPLOYEE ORGANIZATION OR PAYS DUES OR FEES TO THE**
8 **EMPLOYEE ORGANIZATION.**

9 **(C) THE CERTIFIED EXCLUSIVE REPRESENTATIVE MEETS THE**
10 **REQUIREMENTS OF SUBSECTION (B)(2) OF THIS SECTION IF ITS ACTIONS WITH**
11 **RESPECT TO EMPLOYEES IN THE BARGAINING UNIT ARE NOT ARBITRARY,**
12 **DISCRIMINATORY, OR IN BAD FAITH.**

13 **23-908.**

14 **(A) IF AN EXCLUSIVE REPRESENTATIVE IS CERTIFIED UNDER § 23-906 OF**
15 **THIS SUBTITLE, THE EMPLOYER AND CERTIFIED EXCLUSIVE REPRESENTATIVE**
16 **SHALL ENTER INTO A COLLECTIVE BARGAINING AGREEMENT THAT CONTAINS**
17 **PROVISIONS REGARDING:**

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

19 **(2) THE ORDERLY PROCESSING AND SETTLEMENT OF GRIEVANCES**
20 **REGARDING THE INTERPRETATION AND IMPLEMENTATION OF THE COLLECTIVE**
21 **BARGAINING AGREEMENT, WHICH MAY INCLUDE:**

22 **(I) BINDING ARBITRATION; AND**

23 **(II) PROVISIONS FOR THE EXCLUSIVITY OF FORUM; AND**

24 **(3) THE TIME FOR SUBMISSION OF ITEMS TO THE GOVERNING BODY**
25 **UNDER THIS SUBTITLE.**

26 **(B) THE GRIEVANCE PROCEDURES INCLUDED IN THE COLLECTIVE**
27 **BARGAINING AGREEMENT UNDER SUBSECTION (A)(2) OF THIS SECTION MAY NOT**
28 **ALLOW AN ARBITRATOR TO ALTER THE TERMS OF THE COLLECTIVE BARGAINING**
29 **AGREEMENT.**

30 **(C) (1) THE EMPLOYER SHALL AUTOMATICALLY DEDUCT FROM THE**
31 **PAYCHECK OF AN EMPLOYEE WHO IS A MEMBER OF A CERTIFIED EXCLUSIVE**

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

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

8 (3) AN EMPLOYER SHALL STOP MAKING PAYROLL DEDUCTIONS
9 UNDER PARAGRAPH (1) OF THIS SUBSECTION ON BEHALF OF A CERTIFIED
10 EXCLUSIVE REPRESENTATIVE IF:

11 (I) THE CERTIFIED EXCLUSIVE REPRESENTATIVE IS
12 DECERTIFIED UNDER THIS SUBTITLE;

13 (II) THE RIGHT OF THE CERTIFIED EXCLUSIVE
14 REPRESENTATIVE TO COLLECT DUES UNDER THIS SUBSECTION IS REVOKED; OR

15 (III) THE EMPLOYEE CEASES TO BE A MEMBER OF THE
16 BARGAINING UNIT REPRESENTED BY THE CERTIFIED EXCLUSIVE REPRESENTATIVE.

17 (D) THIS SECTION MAY NOT BE CONSTRUED TO:

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

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

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

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

29 **23-909.**

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

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

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

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

11 (1) MARCH 1 OF THE YEAR A COLLECTIVE BARGAINING AGREEMENT
12 WILL EXPIRE; OR

13 (2) THE DATE ON WHICH NEGOTIATIONS WERE EXTENDED UNDER
14 SUBSECTION (A)(2) OF THIS SECTION.

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

19 (2) UNLESS THE IMPASSE HAS BEEN RESOLVED, THE DISPUTE AND
20 THE FINAL OFFERS SHALL BE SUBMITTED TO THE FEDERAL MEDIATION AND
21 CONCILIATION SERVICE WITHIN 5 DAYS AFTER THE IMPASSE IS REACHED.

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

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

28 (II) MAKE WRITTEN FINDINGS OF FACT AND
29 RECOMMENDATIONS FOR THE RESOLUTIONS OF THE DISPUTE.

30 (2) COPIES OF THE MEDIATOR'S WRITTEN FINDINGS AND
31 RECOMMENDATIONS SHALL BE SUBMITTED TO THE DIRECTOR AND THE CERTIFIED
32 EXCLUSIVE REPRESENTATIVE.

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

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

7 **(2) IF THE DIRECTOR AND THE CERTIFIED EXCLUSIVE**
8 **REPRESENTATIVE DO NOT REACH A VOLUNTARY RESOLUTION OF THE DISPUTE**
9 **UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE DIRECTOR SHALL SUBMIT TO THE**
10 **BOARD:**

11 **(I) THE FINAL OFFER OF THE DIRECTOR;**

12 **(II) THE FINAL OFFER OF THE CERTIFIED EXCLUSIVE**
13 **REPRESENTATIVE; AND**

14 **(III) THE WRITTEN FINDINGS AND RECOMMENDATIONS OF THE**
15 **MEDIATOR.**

16 **(3) THE BOARD MAY:**

17 **(I) SELECT ONE OF THE PROPOSALS SUBMITTED UNDER**
18 **PARAGRAPH (2) OF THIS SUBSECTION; OR**

19 **(II) REJECT ALL PROPOSALS SUBMITTED UNDER PARAGRAPH**
20 **(2) OF THIS SUBSECTION AND REQUIRE THE DISPUTE TO BE SUBMITTED TO**
21 **MEDIATION IN ACCORDANCE WITH THIS SECTION.**

22 **23-910.**

23 **(A) AN EMPLOYER SHALL SUBMIT TO THE BOARD A TERM OF A COLLECTIVE**
24 **BARGAINING AGREEMENT ENTERED INTO UNDER § 23-908 OF THIS SUBTITLE IF THE**
25 **TERM:**

26 **(1) REQUIRES AN APPROPRIATION OF FUNDS; OR**

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

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

1 **(C) (1) THE BOARD SHALL STATE IN WRITING WHETHER IT WILL**
2 **REQUEST THAT THE GOVERNING BODY APPROPRIATE FUNDS OR OTHERWISE**
3 **IMPLEMENT THE ITEMS THAT REQUIRE BOARD REVIEW:**

4 **(I) ON OR BEFORE MAY 1 OF THE YEAR IN WHICH A**
5 **COLLECTIVE BARGAINING AGREEMENT WILL EXPIRE; OR**

6 **(II) WITHIN 30 DAYS OF RECEIVING THE TERMS SUBMITTED**
7 **FOR REVIEW UNDER SUBSECTION (A) OF THIS SECTION IF NEGOTIATIONS ARE**
8 **EXTENDED BEYOND MAY 1 UNDER § 23-909 OF THIS SUBTITLE.**

9 **(2) IF THE BOARD DOES NOT INTEND TO REQUEST AN**
10 **APPROPRIATION OF FUNDS FOR OR OTHERWISE IMPLEMENT A TERM, OR PART OF A**
11 **TERM, THE BOARD SHALL INCLUDE THE REASON FOR THE REJECTION IN THE**
12 **WRITTEN STATEMENT REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION.**

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

15 **(I) MEET AS SOON AS IS PRACTICABLE TO NEGOTIATE AN**
16 **AGREEMENT ACCEPTABLE TO THE BOARD; AND**

17 **(II) SUBMIT TO THE BOARD THE RESULTS OF THE**
18 **NEGOTIATIONS ON OR BEFORE MAY 15 OF THE YEAR IN WHICH A COLLECTIVE**
19 **BARGAINING AGREEMENT WILL EXPIRE.**

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

23 **(3) IF THE EMPLOYER OR THE CERTIFIED EXCLUSIVE**
24 **REPRESENTATIVE DECLARE THAT AN IMPASSE EXISTS, THE DISPUTE SHALL BE**
25 **SUBMITTED FOR MEDIATION IN ACCORDANCE WITH § 23-909 OF THIS SUBTITLE.**

26 **(E) (1) (I) IF THE BOARD ACCEPTS A TERM SUBMITTED FOR BOARD**
27 **REVIEW THAT REQUIRES ADDITIONAL FUNDING, THE BOARD SHALL SUBMIT A**
28 **REQUEST TO THE GOVERNING BODY WITHIN THE TIME PERIOD PROVIDED IN THE**
29 **COLLECTIVE BARGAINING AGREEMENT.**

30 **(II) THE GOVERNING BODY MAY APPROVE OR REJECT A**
31 **REQUEST FOR ADDITIONAL FUNDING, IN WHOLE OR IN PART.**

1 **(2) (I) IF ANY PART OF A REQUEST FOR ADDITIONAL FUNDING**
2 **SUBMITTED TO THE GOVERNING BODY UNDER THIS SUBSECTION IS REJECTED, THE**
3 **ENTIRE COLLECTIVE BARGAINING AGREEMENT SHALL BE RETURNED TO THE**
4 **EMPLOYER AND THE CERTIFIED EXCLUSIVE REPRESENTATIVE FOR**
5 **RENEGOTIATIONS WITHIN THE LIMITS OF THE FUNDING ALLOCATED BY THE**
6 **GOVERNING BODY.**

7 **(II) THE RENEGOTIATION SHALL BE COMPLETED WITHIN A**
8 **TIMETABLE ESTABLISHED BY THE GOVERNING BODY.**

9 **(III) 1. IF AN IMPASSE IS REACHED, THE EMPLOYER AND THE**
10 **CERTIFIED EXCLUSIVE REPRESENTATIVE SHALL SUBMIT A FINAL OFFER, WITHIN**
11 **THE LIMITS OF FUNDING ALLOCATED BY THE GOVERNING BODY, FOR THE REVIEW**
12 **OF THE GOVERNING BODY.**

13 **2. THE GOVERNING BODY SHALL SELECT ONE OF THE**
14 **OFFERS SUBMITTED UNDER SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH.**

15 **3. THE SELECTION OF THE GOVERNING BODY IS**
16 **BINDING.**

17 **23-911.**

18 **(A) (1) THE EMPLOYER SHALL RETAIN THE EXCLUSIVE RIGHT AND**
19 **AUTHORITY, AT ITS DISCRETION, TO MAINTAIN THE ORDER AND EFFICIENCY OF THE**
20 **PUBLIC SERVICE ENTRUSTED TO IT AND TO OPERATE AND MANAGE THE AFFAIRS OF**
21 **THE EMPLOYER IN ALL ASPECTS, INCLUDING ALL RIGHTS AND AUTHORITY HELD BY**
22 **THE EMPLOYER BEFORE ENTERING INTO A COLLECTIVE BARGAINING AGREEMENT**
23 **UNDER § 23-908 OF THIS SUBTITLE.**

24 **(2) THE RIGHTS AND AUTHORITY RETAINED BY THE EMPLOYER**
25 **UNDER PARAGRAPH (1) OF THIS SUBSECTION INCLUDE THOSE PROVIDED BY STATE**
26 **OR LOCAL LAW.**

27 **(B) SPECIFIC RIGHTS AND RESPONSIBILITIES RETAINED BY THE EMPLOYER**
28 **UNDER SUBSECTION (A) OF THIS SECTION INCLUDE THE RIGHT AND**
29 **RESPONSIBILITY TO:**

30 **(1) DETERMINE THE PURPOSES AND OBJECTIVES OF EACH OF THE**
31 **EMPLOYER'S OFFICERS AND DEPARTMENTS;**

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

1 **(3) DETERMINE THE METHODS, MEANS, PERSONNEL, BUDGET, AND**
2 **OTHER RESOURCES BY WHICH THE EMPLOYER'S OPERATIONS ARE TO BE**
3 **CONDUCTED;**

4 **(4) EXERCISE CONTROL AND DISCRETION OVER THE EMPLOYER'S**
5 **ORGANIZATION AND OPERATIONS;**

6 **(5) DIRECT ITS EMPLOYEES;**

7 **(6) HIRE, PROMOTE, TRANSFER, ASSIGN, OR RETAIN EMPLOYEES;**

8 **(7) ESTABLISH WORK RULES;**

9 **(8) DEMOTE, SUSPEND, DISCHARGE, OR TAKE OTHER APPROPRIATE**
10 **DISCIPLINARY ACTION AGAINST EMPLOYEES FOR JUST CAUSE IN ACCORDANCE**
11 **WITH APPLICABLE LAWS;**

12 **(9) RELIEVE EMPLOYEES FROM DUTY BECAUSE OF LACK OF WORK OR**
13 **OTHER LEGITIMATE REASONS;**

14 **(10) DETERMINE:**

15 **(I) THE MISSION, BUDGET, ORGANIZATION, AND NUMBER OF**
16 **EMPLOYEES OF THE EMPLOYER;**

17 **(II) THE NUMBER, TYPE, AND GRADE OF EMPLOYEES ASSIGNED;**

18 **(III) THE TECHNOLOGY NEEDED BY THE EMPLOYER;**

19 **(IV) THE INTERNAL SECURITY PRACTICES OF THE EMPLOYER;**

20 **AND**

21 **(V) THE RELOCATION OF FACILITIES NEEDED BY THE**
22 **EMPLOYER;**

23 **(11) DETERMINE THE QUALIFICATION OF EMPLOYEES FOR**
24 **APPOINTMENT, PROMOTION, AND STEP INCREASES AND TO SET STANDARDS OF**
25 **PERFORMANCE, APPEARANCE, AND CONDUCT OF THE EMPLOYEE;**

26 **(12) JUDGE SKILL, ABILITY, AND PHYSICAL FITNESS OF EMPLOYEES**
27 **AND CREATE, ELIMINATE, OR CONSOLIDATE JOB CLASSIFICATIONS, DEPARTMENTS,**
28 **AND OPERATIONS OF THE EMPLOYEES;**

1 **(13) CONTROL AND REGULATE THE USE OF ALL EQUIPMENT AND**
2 **OTHER PROPERTY OF THE EMPLOYER;**

3 **(14) SET AND CHANGE WORK HOURS;**

4 **(15) CREATE, ALTER, COMBINE, CONTRACT OUT, OR ABOLISH ANY JOB**
5 **CLASSIFICATION, DEPARTMENT, OPERATION, UNIT, OR OTHER DIVISIONS OR**
6 **SERVICE OF THE EMPLOYER;**

7 **(16) SUSPEND, DISCHARGE, OR OTHERWISE DISCIPLINE EMPLOYEES**
8 **FOR CAUSE, EXCEPT THAT ANY ACTION MAY BE SUBJECT TO THE GRIEVANCE**
9 **PROCEDURE AGREED TO IN THE COLLECTIVE BARGAINING AGREEMENT;**

10 **(17) ISSUE AND ENFORCE RULES, POLICIES, AND REGULATIONS**
11 **NECESSARY TO CARRY OUT THE PROVISIONS OF THIS SECTION AND OTHER**
12 **MANAGERIAL FUNCTIONS; AND**

13 **(18) RECRUIT, RETAIN, ASSIGN, MANAGE, OR LIMIT THE ROLES OR**
14 **RESPONSIBILITIES OF VOLUNTEERS OR DEVELOP GUIDELINES FOR VOLUNTEERS**
15 **UNDER § 23-407 OF THIS TITLE.**

16 **23-912.**

17 **AN EMPLOYEE ORGANIZATION SHALL BE DEEMED DECERTIFIED IF A**
18 **PETITION IS SUBMITTED TO THE DIRECTOR THAT INCLUDES THE SIGNATURES OF**
19 **MORE THAN 50% OF THE EMPLOYEES IN THE BARGAINING UNIT INDICATING THE**
20 **WISH TO DECERTIFY THE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE**
21 **REPRESENTATIVE FOR COLLECTIVE BARGAINING PURPOSES.**

22 **23-913.**

23 **(A) AN EMPLOYER MAY NOT:**

24 **(1) INTERFERE WITH, COERCE, OR RESTRAIN AN EMPLOYEE IN THE**
25 **EXERCISE OF ANY RIGHT GIVEN TO AN EMPLOYEE UNDER THIS SUBTITLE;**

26 **(2) INTERFERE WITH OR ASSIST IN THE FORMATION,**
27 **ADMINISTRATION, OR EXISTENCE OF AN EMPLOYEE ORGANIZATION;**

28 **(3) PROVIDE FINANCIAL ASSISTANCE OR OTHER SUPPORT TO AN**
29 **EMPLOYEE ORGANIZATION;**

1 **(4) 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 **(5) DISCHARGE OR DISCRIMINATE AGAINST AN EMPLOYEE BECAUSE**
5 **THE EMPLOYEE HAS SIGNED OR FILED AN AFFIDAVIT, A PETITION, OR A COMPLAINT**
6 **OR HAS GIVEN ANY INFORMATION OR TESTIMONY IN A PROCEEDING HELD UNDER**
7 **THIS SUBTITLE;**

8 **(6) REFUSE TO BARGAIN IN GOOD FAITH WITH AN EMPLOYEE**
9 **ORGANIZATION THAT IS CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE OF A**
10 **BARGAINING UNIT OVER A SUBJECT OF BARGAINING; OR**

11 **(7) REFUSE TO PARTICIPATE IN GOOD FAITH IN THE MEDIATION,**
12 **FACT-FINDING, OR GRIEVANCE PROCEDURE UNDER THIS SUBTITLE.**

13 **(B) AN EMPLOYEE ORGANIZATION OR ITS AGENT MAY NOT:**

14 **(1) INTERFERE WITH, RESTRAIN, OR COERCE AN EMPLOYEE IN THE**
15 **EXERCISE OF ANY RIGHT GIVEN TO THE EMPLOYEE UNDER THIS SUBTITLE;**

16 **(2) CAUSE OR ATTEMPT TO CAUSE THE EMPLOYER TO DISCRIMINATE**
17 **AGAINST AN EMPLOYEE IN THE EXERCISE BY THE EMPLOYEE OF ANY RIGHT GIVEN**
18 **UNDER THIS SUBTITLE;**

19 **(3) COERCE, DISCIPLINE, FINE, OR ATTEMPT TO COERCE A MEMBER**
20 **OF THE EMPLOYEE ORGANIZATION AS A PUNISHMENT OR REPRISAL;**

21 **(4) COERCE, DISCIPLINE, FINE, OR ATTEMPT TO COERCE A MEMBER**
22 **OF AN EMPLOYEE ORGANIZATION FOR THE PURPOSE OF IMPEDING THE MEMBER'S**
23 **WORK PERFORMANCE;**

24 **(5) REFUSE TO NEGOTIATE IN GOOD FAITH WITH AN EMPLOYER AS**
25 **REQUIRED BY THIS SUBTITLE; OR**

26 **(6) FAIL OR REFUSE TO COOPERATE IN IMPASSE PROCEDURES**
27 **UNDER § 23-909 OF THIS SUBTITLE OR DECISIONS THAT RESULT FROM THOSE**
28 **PROCEDURES.**

29 **23-914.**

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

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

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

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

7 **(E) IF AN EMPLOYEE ORGANIZATION VIOLATES THIS SECTION, THE**
8 **EMPLOYER MAY:**

9 **(1) IMPOSE DISCIPLINARY ACTION, INCLUDING DISMISSAL, ON**
10 **EMPLOYEES ENGAGED IN THE PROHIBITED CONDUCT;**

11 **(2) REVOKE THE CERTIFICATION OF AND DISQUALIFY THE**
12 **EMPLOYEE ORGANIZATION FROM REPRESENTING EMPLOYEES FOR A PERIOD NOT**
13 **TO EXCEED 2 YEARS; OR**

14 **(3) REVOKE THE EMPLOYEE ORGANIZATION'S RIGHT TO DUES AND**
15 **SERVICE FEES.**

16 **(F) THE EMPLOYER MAY NOT ENGAGE IN, INITIATE, OR DIRECT A LOCKOUT**
17 **OF EMPLOYEES.**

18 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
19 October 1, 2023.