

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2023 Legislative Session

Bill No. CB-047-2023

Chapter No. _____

Proposed and Presented by Council Members Blegay, Dernoga, Oriadha, and Ivey

Introduced by _____

Co-Sponsors _____

Date of Introduction _____

BILL

1 AN ACT concerning

2 Collective Bargaining Arbitration

3 For the purpose of providing mandatory arbitration regulations to include the consideration of area
 4 standards when an impasse is declared during negotiations between the County and Unions.

5 BY repealing and reenacting with amendments:

6 SUBTITLE 13A. LABOR CODE

7 Sections 13A-111,

8 The Prince George's County Code

9 (2019 Edition; 2022 Supplement).

10 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,
 11 Maryland, that Section13A-111, of the Prince George's County Code be and the same is hereby
 12 repealed and reenacted with the following amendments:

13 **SUBTITLE 13A. LABOR CODE**

14 **DIVISION 1. COLLECTIVE BARGAINING GENERALLY.**

15 **Sec. 13A-111. Procedures pertaining to collective bargaining impasses other than those**
 16 **involving protective service employees.**

17 (a) General.

- 18 (1) If after a reasonable period of negotiation over the terms of an agreement, a dispute exists
 19 between the employer and an exclusive representative with whom it is negotiating, the
 20 parties may mutually agree that an impasse has been reached. If a dispute exists as of
 21 March 1, an impasse shall automatically be considered to have been reached provided

1 that the employer and the exclusive representative may, by written agreement, extend
2 the period for collective bargaining beyond the last day of February, in which event an
3 impasse shall exist if, by the first calendar day after the end of any period of extension,
4 the parties have failed to reach agreement.

5 (2) Whenever an impasse has been reached, the dispute shall be submitted to mediation. If
6 the parties are unable to agree on the mediator, the Federal Mediation and Conciliation
7 Service shall be requested to provide a mediator.

8 (3) If an impasse is not resolved within 30 days after the matter has been submitted to
9 mediation, or if the mediator finds, in the mediator's sole discretion, that the parties are
10 at a bona fide impasse, or as of March 1 when an impasse is automatically reached,
11 whichever occurs earlier, [either party may initiate] then the dispute shall be submitted
12 to binding arbitration.

13 (4) Confidential information disclosed by the parties to a mediator in the performance of
14 the mediator's functions shall not be divulged voluntarily or by compulsion. All files,
15 records, reports, documents or other papers received or prepared by a mediator while
16 serving in such capacity shall be classified as confidential. The mediator shall not
17 produce any confidential records of, or testify in regard to, any mediation conducted on
18 behalf of any party to any case pending in any type of proceeding. A party shall have
19 the right to bar an arbitrator who becomes privy to confidential information about that
20 party gained through mediation techniques, from serving in any fact finding or
21 arbitration role relevant to that dispute.

22 (5) If binding arbitration is invoked, the arbitrator must require each party to submit a final
23 offer, which must consist either of a complete draft of a proposed collective bargaining
24 agreement or a complete package proposal, as the mediator/arbitrator directs. If only
25 complete package proposals are required, the mediator/arbitrator must require the
26 parties to submit jointly a memorandum of all items previously agreed on.

27 (6) An Impasse Arbitrator shall have power to mediate, hold hearings, compel the
28 attendance of witnesses and the production of documents, review data, make public any
29 recommendations or findings after notice to the parties and take whatever action the
30 Arbitrator considers necessary to resolve the impasse, provided that such action does
31 not impose a final and binding settlement on the parties except as mutually authorized

1 by the parties, or except where the Impasse Arbitrator has denied a labor organization
 2 the right to strike and has in its discretion required compulsory binding arbitration. In
 3 such cases, the decision of the Impasse Arbitrator shall be submitted to the Council for
 4 approval. An arbitrator acting as a mediator shall not act as a fact finder or arbitrator in
 5 the same matter without the consent of the parties.

6 (7) On or before March 15, the arbitrator must select, as a whole, the more reasonable of
 7 the final offers submitted by the parties. The arbitrator must not compromise or alter a
 8 final offer. The arbitrator must not consider or receive any argument or evidence
 9 related to the history of collective bargaining in the immediate dispute, including any
 10 previous settlement offer not contained in the final offers. However, the arbitrator must
 11 consider all previously agreed-on items, integrated with the disputed items, to decide
 12 which offer is the most reasonable.

13 (8) In making a determination under this subsection, the mediator/arbitrator must first
 14 evaluate and give the highest priority to the ability of the County to pay for additional
 15 short-term and long-term expenditures by considering:

16 (A) past collective bargaining agreements between the parties, including the past
 17 bargaining history that led to each agreement;

18 (B) a comparison of wages, hours, benefits, and conditions of employment of
 19 similar employees of other public employers in the Washington Metropolitan
 20 Area and in Maryland;

21 (C) a comparison of wages, hours, benefits, and conditions of employment of other
 22 Prince George's County employees; and,

23 (D) wages, benefits, hours, and other working conditions of similar employees of
 24 private employers in Prince George's County.

25 (b) Action by the Parties.

26 (1) The employer shall have the power to enter into a written agreement with the exclusive
 27 representative setting forth an impasse procedure to resolve disputes over the terms or
 28 conditions of an initial or renewed collective bargaining agreement.

29 (2) The employer, by collective bargaining agreement or by written memorandum, may at
 30 any time agree to submit any or all of the issues in dispute to final and binding
 31 arbitration.

1 (3) Any final and binding settlement imposed upon the parties shall be subject to the same
2 conditions for approval as set forth in Section 13A-109.

3 (c) Procedures.

4 (1) The Impasse Arbitrator, except as otherwise provided by mutual agreement of the
5 parties, may return the parties to collective bargaining for any or all items in dispute or
6 may refer such items as deemed necessary to the procedure outlined in Section 13A-
7 110 with respect to deciding the negotiability of a matter within the meaning of this
8 law, other applicable laws and the County Charter.

9 (2) Nothing shall preclude a third party neutral from returning to mediation even after the
10 institution of fact-finding or arbitration, or from utilizing such mediation techniques as
11 may be appropriate while engaged in fact finding or arbitration.

12 (3) The Impasse Arbitrator may not make recommendations or findings upon any matter
13 which requires implementation by a body, agency or official which is not a party to the
14 negotiations and who have not agreed to be a party to such impasse resolution.

15 (4) From the date on which a collective bargaining notice is filed and ending on the date
16 on which a collective bargaining agreement is concluded or, if impasse procedures
17 have been invoked, until such time as the Arbitrator has certified that it or other
18 authorized parties have terminated efforts to resolve the dispute, the labor organization
19 party to the negotiations and the public employees it represents, shall not induce or
20 engage in any strikes, and the employer shall refrain from unilateral changes in wages,
21 hours or working conditions.

22 (d) Notwithstanding any other provision of this Section or Subtitle, any clause in a collective
23 bargaining agreement which sets forth procedures for a reduction-in-force, layoff, and
24 recall, and/or guarantees against a reduction-in-force or a furlough of employees subject to
25 that agreement, shall expire on the date that agreement expires by its express terms. If a
26 collective bargaining agreement, which has remained in effect beyond its expiration date,
27 provides for an annual merit increase for employees, payment of such increase shall be
28 eliminated unless provided for in a successor bargaining agreement.

29 (e) Costs. The costs for mediation shall be borne by the County. All other costs shall be borne \\
30 equally by the parties involved in the dispute, except in the unusual event the Impasse
31 Arbitrator shall find that the impasse has been caused or prolonged by flagrant conduct of

1 one of the parties.

2 * * * * *

3 SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby
4 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,
5 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of
6 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining words,
7 phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this Act, since
8 the same would have been enacted without the incorporation in this Act of any such invalid or
9 unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection, or section.

10 SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)
11 calendar days after it becomes law.

Adopted this ____ day of _____, 2023.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Thomas E. Dernoga
Chair

ATTEST:

Donna J. Brown
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Angela D. Alsobrooks
County Executive

KEY:
Underscoring indicates language added to existing law.
[Brackets] indicate language deleted from existing law.
Asterisks *** indicate intervening existing Code provisions that remain unchanged.