

# HOUSE BILL 1066

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By: **Delegates Olszewski, Barnes, Cane, Clippinger, Cluster, DeBoy, Griffith, Guzzone, Howard, Jones, K. Kelly, Lafferty, McDermott, McHale, Minnick, Mitchell, Oaks, Proctor, Reznik, Sophocleus, Vallario, Walker, Weir, and Wilson**

Introduced and read first time: February 6, 2014

Assigned to: Appropriations

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## A BILL ENTITLED

1 AN ACT concerning

2 **Maryland Transportation Authority Police – Collective Bargaining – Binding**  
3 **Arbitration**

4 FOR the purpose of authorizing the Maryland Transportation Authority or the  
5 exclusive representative of Maryland Transportation Authority police officers at  
6 the rank of first sergeant and below to declare a collective bargaining impasse  
7 under certain circumstances; requiring the parties to select an arbitrator;  
8 establishing a process for selecting an arbitrator; requiring the arbitrator to  
9 direct the parties to submit certain memoranda on or before a certain date;  
10 requiring the arbitrator to hold a closed hearing on or before a certain date;  
11 requiring each party to submit certain evidence or make certain arguments  
12 supporting certain final offers; authorizing the arbitrator to give certain notice,  
13 hold certain hearings, administer oaths, take testimony, and issue subpoenas;  
14 requiring the arbitrator to issue a report selecting the last final offer submitted  
15 by the parties that the arbitrator determines to be more reasonable when  
16 viewed as a whole; specifying certain items that the arbitrator may consider in  
17 determining which party's final offer is more reasonable; prohibiting the  
18 arbitrator from receiving or considering certain history of collective bargaining  
19 relating to a certain dispute; prohibiting the arbitrator from compromising or  
20 altering the last final offer selected by the arbitrator or selecting an offer in  
21 which certain conditions are unreasonable; providing for the content and  
22 execution of a memorandum of understanding between the Authority and the  
23 exclusive representative; requiring the Authority and the exclusive  
24 representative to share certain costs equally; providing for the construction of  
25 this Act; authorizing the Authority or the exclusive representative to file a  
26 certain complaint under certain circumstances; providing that the filing of a  
27 certain complaint does not stay the implementation of the arbitrator's report;

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 and generally relating to collective bargaining rights and binding arbitration for  
2 Maryland Transportation Authority police officers.

3 BY repealing and reenacting, without amendments,  
4 Article – State Personnel and Pensions  
5 Section 3–403(f)  
6 Annotated Code of Maryland  
7 (2009 Replacement Volume and 2013 Supplement)

8 BY adding to  
9 Article – State Personnel and Pensions  
10 Section 3–501(g)  
11 Annotated Code of Maryland  
12 (2009 Replacement Volume and 2013 Supplement)

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

15 **Article – State Personnel and Pensions**

16 3–403.

17 (f) Notwithstanding any other provision of law, Maryland Transportation  
18 Authority police officers at the rank of first sergeant and below shall have a separate  
19 bargaining unit.

20 3–501.

21 **(G) (1) (I) NOTWITHSTANDING ANY OTHER PROVISION OF THIS**  
22 **SECTION, IF THE PARTIES TO THE MEMORANDUM OF UNDERSTANDING**  
23 **BETWEEN THE MARYLAND TRANSPORTATION AUTHORITY AND THE EXCLUSIVE**  
24 **REPRESENTATIVE OF MARYLAND TRANSPORTATION AUTHORITY POLICE**  
25 **OFFICERS AT THE RANK OF FIRST SERGEANT AND BELOW HAVE NOT REACHED**  
26 **AN AGREEMENT ON OR BEFORE DECEMBER 1 OR ANY LATER DATE DETERMINED**  
27 **BY MUTUAL AGREEMENT OF THE PARTIES ON A MEMORANDUM OF**  
28 **UNDERSTANDING THAT WOULD SUCCEED THE EXISTING MEMORANDUM OF**  
29 **UNDERSTANDING:**

30 **1. EITHER PARTY MAY DECLARE A BARGAINING**  
31 **IMPASSE; AND**

32 **2. THE PARTIES JOINTLY SHALL SELECT AN**  
33 **ARBITRATOR.**

1                   **(II) THE ARBITRATOR SHALL BE SELECTED BY ALTERNATE**  
2 **STRIKING BY THE PARTIES FROM A LIST PROVIDED:**

3                   1.     **BY THE FEDERAL MEDIATION AND CONCILIATION**  
4 **SERVICE; OR**

5                   2.     **UNDER THE LABOR ARBITRATION RULES OF THE**  
6 **AMERICAN ARBITRATION ASSOCIATION.**

7                   **(III) THE PARTY THAT DECLARED A BARGAINING IMPASSE**  
8 **UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH SHALL CHOOSE THE SOURCE**  
9 **OF THE LIST OF ARBITRATORS DESCRIBED IN SUBPARAGRAPH (II) OF THIS**  
10 **PARAGRAPH.**

11                   **(IV) THE PARTIES SHALL COMPLETE STRIKING NAMES**  
12 **WITHIN 3 DAYS AFTER THE PARTIES' RECEIPT OF THE LIST OF ARBITRATORS.**

13                   **(2) ON OR BEFORE JANUARY 1 OR ANY LATER DATE DETERMINED**  
14 **BY MUTUAL AGREEMENT OF THE PARTIES, THE ARBITRATOR SHALL DIRECT THE**  
15 **PARTIES TO SUBMIT:**

16                   **(I) A JOINT MEMORANDUM LISTING ALL ITEMS TO WHICH**  
17 **THE PARTIES PREVIOUSLY AGREED; AND**

18                   **(II) A SEPARATE MEMORANDUM OF EACH PARTY'S LAST**  
19 **FINAL OFFER PRESENTED IN NEGOTIATIONS ON ALL ITEMS TO WHICH THE**  
20 **PARTIES PREVIOUSLY DID NOT AGREE.**

21                   **(3) (I) ON OR BEFORE JANUARY 15 OR ANY LATER DATE**  
22 **DETERMINED BY MUTUAL AGREEMENT OF THE PARTIES, THE ARBITRATOR**  
23 **SHALL HOLD A CLOSED HEARING ON THE PARTIES' PROPOSALS AT A TIME,**  
24 **DATE, AND PLACE SELECTED BY THE ARBITRATOR.**

25                   **(II) EACH PARTY SHALL SUBMIT EVIDENCE OR MAKE ORAL**  
26 **AND WRITTEN ARGUMENTS IN SUPPORT OF THE PARTY'S LAST FINAL OFFER.**

27                   **(III) THE ARBITRATOR:**

28                   1.     **MAY GIVE NOTICE AND HOLD HEARINGS IN**  
29 **ACCORDANCE WITH TITLE 10 OF THE STATE GOVERNMENT ARTICLE;**

30                   2.     **MAY ADMINISTER OATHS AND TAKE TESTIMONY**  
31 **AND OTHER EVIDENCE;**

1                   **3.     MAY ISSUE SUBPOENAS; AND**

2                   **4.     SHALL ISSUE A REPORT IN ACCORDANCE WITH**  
3 **PARAGRAPH (4) OF THIS SUBSECTION.**

4                   **(4)    (I)    ON OR BEFORE FEBRUARY 15 OR ANY LATER DATE**  
5 **DETERMINED BY MUTUAL AGREEMENT OF THE PARTIES, THE ARBITRATOR**  
6 **SHALL ISSUE A REPORT SELECTING THE LAST FINAL OFFER SUBMITTED BY THE**  
7 **PARTIES THAT THE ARBITRATOR DETERMINES TO BE MORE REASONABLE WHEN**  
8 **VIEWED AS A WHOLE.**

9                   **(II)   IN DETERMINING WHICH LAST FINAL OFFER IS MORE**  
10 **REASONABLE, THE ARBITRATOR MAY CONSIDER ONLY:**

11                   **1.     PAST MEMORANDA OF UNDERSTANDING BETWEEN**  
12 **THE PARTIES, INCLUDING THE PAST BARGAINING HISTORY THAT LED TO THE**  
13 **MEMORANDA OF UNDERSTANDING OR THE PRECOLLECTIVE BARGAINING**  
14 **HISTORY OF EMPLOYEE WAGES, HOURS, BENEFITS, AND OTHER WORKING**  
15 **CONDITIONS;**

16                   **2.     A COMPARISON OF WAGES, HOURS, BENEFITS,**  
17 **AND OTHER CONDITIONS OF EMPLOYMENT OF LAW ENFORCEMENT OFFICERS**  
18 **EMPLOYED BY THE STATE;**

19                   **3.     A COMPARISON OF WAGES, HOURS, BENEFITS,**  
20 **AND OTHER CONDITIONS OF EMPLOYMENT OF LAW ENFORCEMENT OFFICERS**  
21 **FROM THE PRIMARY POLICE OR SHERIFF'S DEPARTMENTS IN ALL COUNTIES IN**  
22 **THE STATE;**

23                   **4.     A COMPARISON OF WAGES, HOURS, BENEFITS,**  
24 **AND OTHER CONDITIONS OF EMPLOYMENT OF LAW ENFORCEMENT OFFICERS**  
25 **EMPLOYED BY AGENCIES SIMILAR IN SCOPE TO THE MARYLAND**  
26 **TRANSPORTATION AUTHORITY IN THE STATES OF DELAWARE, NEW JERSEY,**  
27 **NEW YORK, PENNSYLVANIA, AND VIRGINIA;**

28                   **5.     THE COSTS OF THE RESPECTIVE PROPOSALS OF**  
29 **THE PARTIES;**

30                   **6.     THE     ABILITY     OF     THE     MARYLAND**  
31 **TRANSPORTATION AUTHORITY TO FINANCE ANY ECONOMIC ADJUSTMENTS**  
32 **REQUIRED UNDER THE PROPOSED MEMORANDUM OF UNDERSTANDING;**

1                   7.     ECONOMIC MEASURES, INCLUDING THE ANNUAL  
2 CHANGE IN CONSUMER PRICES FOR GOODS AND SERVICES AS REFLECTED IN  
3 THE MOST RECENT CONSUMER PRICE INDEX FOR THE WASHINGTON AND  
4 BALTIMORE METROPOLITAN AREAS PUBLISHED BY THE UNITED STATES  
5 DEPARTMENT OF LABOR, AND THE COST OF LIVING IN THE WASHINGTON AND  
6 BALTIMORE METROPOLITAN AREAS COMPARED TO THE NATIONAL AVERAGE  
7 AND TO OTHER COMPARABLE METROPOLITAN AREAS;

8                   8.     RECRUITMENT AND RETENTION DATA;

9                   9.     LEGAL LIMITATIONS ON THE ABILITY OF THE  
10 MARYLAND TRANSPORTATION AUTHORITY TO USE FUNDS;

11                   10.    THE SPECIAL NATURE OF THE WORK PERFORMED  
12 BY EMPLOYEES IN THE BARGAINING UNIT, INCLUDING HAZARDS OF  
13 EMPLOYMENT, PHYSICAL REQUIREMENTS, EDUCATIONAL QUALIFICATIONS, JOB  
14 TRAINING AND SKILLS, SHIFT ASSIGNMENTS, AND THE DEMANDS PLACED ON  
15 THE EMPLOYEES COMPARED TO OTHER STATE EMPLOYEES;

16                   11.    THE INTEREST AND WELFARE OF THE PUBLIC AND  
17 THE EMPLOYEES IN THE BARGAINING UNIT; AND

18                   12.    STIPULATIONS OF THE PARTIES REGARDING ANY  
19 OF THE ITEMS IN THIS SUBPARAGRAPH.

20                   (III)   THE ARBITRATOR MAY NOT:

21                   1.     RECEIVE OR CONSIDER THE HISTORY OF  
22 COLLECTIVE BARGAINING RELATING TO THE IMMEDIATE DISPUTE, INCLUDING  
23 ANY OFFERS OF SETTLEMENT NOT CONTAINED IN THE LAST FINAL OFFER  
24 SUBMITTED TO THE ARBITRATOR UNLESS THE PARTIES MUTUALLY AGREE  
25 OTHERWISE;

26                   2.     COMPROMISE OR ALTER THE LAST FINAL OFFER  
27 THAT THE ARBITRATOR SELECTS UNLESS THE PARTIES MUTUALLY AGREE  
28 OTHERWISE; OR

29                   3.     SELECT A LAST FINAL OFFER IN WHICH THE  
30 CONDITIONS OF EMPLOYMENT OR THE COMPENSATION, SALARIES, FEES OR  
31 WAGES TO BE PAID ARE UNREASONABLE.

32                   (5)    (I)    THE LAST FINAL OFFER SELECTED BY THE ARBITRATOR  
33 UNDER PARAGRAPH (4) OF THIS SUBSECTION, AS INTEGRATED WITH THE ITEMS

1 ON WHICH THE PARTIES PREVIOUSLY AGREED, SHALL BE THE FINAL  
2 AGREEMENT BETWEEN THE MARYLAND TRANSPORTATION AUTHORITY AND  
3 THE EXCLUSIVE REPRESENTATIVE WITHOUT RATIFICATION BY THE PARTIES.

4 (II) THE PARTIES SHALL EXECUTE A MEMORANDUM OF  
5 UNDERSTANDING INCORPORATING THE FINAL AGREEMENT.

6 (6) THE MARYLAND TRANSPORTATION AUTHORITY AND THE  
7 EXCLUSIVE REPRESENTATIVE SHALL SHARE EQUALLY THE COSTS OF THE  
8 ARBITRATOR'S SERVICES.

9 (7) THIS SUBSECTION MAY NOT BE CONSTRUED TO PROHIBIT THE  
10 PARTIES FROM REACHING A VOLUNTARY SETTLEMENT ON THE UNRESOLVED  
11 ISSUES AT ANY TIME BEFORE OR AFTER THE ISSUANCE OF THE ARBITRATOR'S  
12 REPORT UNDER PARAGRAPH (4) OF THIS SUBSECTION.

13 (8) (I) WITHIN 30 CALENDAR DAYS AFTER RECEIPT OF THE  
14 ARBITRATOR'S REPORT ISSUED UNDER PARAGRAPH (4) OF THIS SUBSECTION,  
15 THE MARYLAND TRANSPORTATION AUTHORITY OR THE EXCLUSIVE  
16 REPRESENTATIVE MAY FILE A COMPLAINT IN THE CIRCUIT COURT FOR  
17 BALTIMORE COUNTY CHALLENGING THE REPORT, OR ANY PART OF THE  
18 REPORT, ON THE GROUNDS SET FORTH IN § 3-223(B) OR § 3-224(B) OF THE  
19 COURTS ARTICLE.

20 (II) THE FILING OF A COMPLAINT UNDER SUBPARAGRAPH  
21 (I) OF THIS PARAGRAPH DOES NOT STAY THE IMPLEMENTATION OF THE  
22 ARBITRATOR'S REPORT, OR ANY PART OF THE REPORT.

23 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
24 July 1, 2014.