

HOUSE BILL 27

F2
HB 966/15 – APP

(PRE-FILED)

6lr0950

By: ~~Delegate Haynes~~ Delegates Haynes, Anderson, Angel, Barkley, B. Barnes, Barron, Barve, Branch, Bromwell, Brooks, Carey, Carr, Carter, Clippinger, Conaway, Cullison, Davis, Dumais, Ebersole, Fennell, Fraser-Hidalgo, Frick, Frush, Gaines, Gilchrist, Glenn, Gutierrez, Hammen, Hayes, Healey, Hettleman, Hill, Hixson, C. Howard, Jackson, Jalisi, Jones, Kaiser, Kelly, Knotts, Korman, Kramer, Lafferty, Lam, Lierman, Luedtke, McCray, A. Miller, Moon, Morales, Oaks, Patterson, Pena-Melnyk, Platt, Reznik, B. Robinson, S. Robinson, Rosenberg, Sanchez, Smith, Sophocleus, Stein, Sydnor, Tarlau, Valderrama, Waldstreicher, A. Washington, M. Washington, K. Young, P. Young, and Zucker

Requested: October 22, 2015

Introduced and read first time: January 13, 2016

Assigned to: Appropriations

Committee Report: Favorable with amendments

House action: Adopted with floor amendments

Read second time: March 2, 2016

CHAPTER _____

1 AN ACT concerning

2 **Education – Community Colleges – Collective Bargaining**

3 FOR the purpose of establishing collective bargaining rights for certain community college
4 employees; requiring certain community colleges to determine whether certain
5 employees are public employees for purposes of collective bargaining, subject to
6 certain rights of appeal; establishing procedures for the election or recognition of an
7 exclusive bargaining representative; providing procedures by which the State Higher
8 Education Labor Relations Board may designate a bargaining unit; establishing the
9 maximum number of bargaining units within each community college; providing for
10 the composition of certain bargaining units; requiring certain collective bargaining
11 agreements to include certain provisions; providing for a certain exemption from
12 paying dues and fees under certain circumstances; establishing the matters subject
13 to collective bargaining negotiations; providing for certain rights and responsibilities
14 in connection with the collective bargaining process; authorizing certain parties to
15 engage in mediation and fact-finding under certain circumstances and providing for

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.



1 fact-finding procedures; providing for the settlement of certain grievances;
 2 prohibiting certain public employees and exclusive bargaining representatives from
 3 engaging in a strike and providing sanctions for engaging in a strike; requiring the
 4 parties to collective bargaining negotiations to make certain efforts to conclude
 5 negotiations by a certain time; authorizing a collective bargaining agreement to
 6 include a provision for the arbitration of certain grievances; requiring that the terms
 7 of a collective bargaining agreement supersede certain regulations and policies;
 8 providing that a collective bargaining agreement may be reopened under certain
 9 circumstances; repealing certain provisions of law relating to collective bargaining
 10 rights that apply to individual community colleges; altering the scope of duty of the
 11 State Higher Education Labor Relations Board to include administering and
 12 enforcing provisions of this Act; providing for the disclosure of certain employee
 13 information; ~~providing requiring~~ that certain community colleges ~~may~~ continue to
 14 operate under certain agreements and contracts under certain circumstances for a
 15 certain period of time; ~~repealing references to the Baltimore County City Community~~
 16 College from certain provisions of law relating to collective bargaining requirements
 17 for certain State employees; providing that the exclusive representative of a certain
 18 bargaining unit maintains certification under certain circumstances; requiring that
 19 certain community colleges be subject to certain rules and regulations under certain
 20 circumstances; defining certain terms; providing for the application of this Act; and
 21 generally relating to collective bargaining rights for community college employees.

22 BY repealing

23 Article – Education

24 Section 16–403, 16–412, and 16–414.1

25 Annotated Code of Maryland

26 (2014 Replacement Volume and 2015 Supplement)

27 BY adding to

28 Article – Education

29 Section 16–701 through 16–710 to be under the new subtitle “Subtitle 7. Collective
 30 Bargaining”

31 Annotated Code of Maryland

32 (2014 Replacement Volume and 2015 Supplement)

33 BY repealing and reenacting, without amendments,

34 Article – State Personnel and Pensions

35 Section ~~3–101(a)~~ and 3–2A–01

36 Annotated Code of Maryland

37 (2015 Replacement Volume)

38 BY repealing and reenacting, with amendments,

39 Article – State Personnel and Pensions

40 Section ~~3–101(f), 3–102(a), 3–2A–05, 3–2A–07, and 3–2A–08(a), 3–403(d) and (e),~~
 41 3–501(a), (d), and (f), 3–502(c), and 3–601(a)

42 Annotated Code of Maryland

43 (2015 Replacement Volume)

1 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
2 That Section(s) 16-403, 16-412, and 16-414.1 of Article – Education of the Annotated Code
3 of Maryland be repealed.

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

6 **Article – Education**

7 **SUBTITLE 7. COLLECTIVE BARGAINING.**

8 **16-701.**

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

11 (B) “AGREEMENT” MEANS A WRITTEN CONTRACT BETWEEN A PUBLIC
12 EMPLOYER AND AN EMPLOYEE ORGANIZATION.

13 (C) “ARBITRATION” MEANS A PROCEDURE WHEREBY PARTIES INVOLVED IN
14 A GRIEVANCE SUBMIT THEIR DIFFERENCES TO AN IMPARTIAL THIRD PARTY FOR A
15 FINAL AND BINDING DECISION.

16 (D) “BOARD” MEANS THE STATE HIGHER EDUCATION LABOR RELATIONS
17 BOARD.

18 (E) “COLLECTIVE BARGAINING” HAS THE MEANING STATED IN §
19 3-101(C) OF THE STATE PERSONNEL AND PENSIONS ARTICLE.

20 (F) “CONFIDENTIAL EMPLOYEE” MEANS A PUBLIC EMPLOYEE WHOSE
21 UNRESTRICTED ACCESS TO PERSONNEL, BUDGETARY, OR FISCAL DATA SUBJECT TO
22 USE BY THE PUBLIC EMPLOYER IN COLLECTIVE BARGAINING, OR WHOSE CLOSE,
23 CONTINUING WORKING RELATIONSHIP WITH THOSE RESPONSIBLE FOR
24 NEGOTIATING ON BEHALF OF THE PUBLIC EMPLOYER, WOULD MAKE THE
25 EMPLOYEE’S MEMBERSHIP IN AN EMPLOYEE ORGANIZATION AS A RANK AND FILE
26 EMPLOYEE INCOMPATIBLE WITH THE EMPLOYEE’S DUTIES.

27 (G) (1) “EMPLOYEE ORGANIZATION” MEANS AN ORGANIZATION OF
28 PUBLIC EMPLOYEES THAT HAS AS ONE OF ITS PRIMARY PURPOSES REPRESENTING
29 THOSE EMPLOYEES IN COLLECTIVE BARGAINING.

30 (2) “EMPLOYEE ORGANIZATION” DOES NOT INCLUDE A FACULTY
31 GOVERNANCE SYSTEM.

1 **(H) “EXCLUSIVE REPRESENTATIVE” MEANS AN EMPLOYEE ORGANIZATION**
2 **THAT HAS BEEN CERTIFIED BY THE BOARD AS REPRESENTING THE EMPLOYEES OF**
3 **A BARGAINING UNIT.**

4 **(I) “FACT-FINDING” MEANS A PROCESS CONDUCTED BY THE BOARD THAT**
5 **INCLUDES:**

6 **(1) THE IDENTIFICATION OF THE MAJOR ISSUES IN AN IMPASSE;**

7 **(2) THE REVIEW OF THE POSITIONS OF THE PARTIES;**

8 **(3) A RESOLUTION OF FACTUAL DIFFERENCES BY AN IMPARTIAL**
9 **INDIVIDUAL OR PANEL; AND**

10 **(4) THE MAKING OF RECOMMENDATIONS FOR SETTLEMENT OF THE**
11 **IMPASSE.**

12 **(J) (1) “FACULTY” MEANS AN EMPLOYEE WHO HAS BEEN DESIGNATED**
13 **WITH FACULTY STATUS BY THE PRESIDENT OF THE COMMUNITY COLLEGE.**

14 **(2) “FACULTY” DOES NOT INCLUDE OFFICERS, SUPERVISORY**
15 **EMPLOYEES, CONFIDENTIAL EMPLOYEES, PART-TIME FACULTY, OR STUDENT**
16 **ASSISTANTS.**

17 **(K) “FACULTY GOVERNANCE SYSTEM” MEANS AN INTERNAL ORGANIZATION**
18 **THAT:**

19 **(1) SERVES AS A FACULTY ADVISORY BOARD; AND**

20 **(2) IS CHARGED WITH RECOMMENDING POLICIES, REGULATIONS,**
21 **AND RULES FOR THE COMMUNITY COLLEGE.**

22 **(L) “GRIEVANCE” MEANS A DISPUTE CONCERNING THE APPLICATION OR**
23 **INTERPRETATION OF THE TERMS OF A COLLECTIVE BARGAINING AGREEMENT.**

24 **(M) “IMPASSE” MEANS A FAILURE BY A PUBLIC EMPLOYER AND AN**
25 **EXCLUSIVE REPRESENTATIVE TO ACHIEVE AGREEMENT IN THE COURSE OF**
26 **COLLECTIVE BARGAINING.**

27 **(N) “MEDIATION” MEANS ASSISTANCE BY AN IMPARTIAL THIRD PARTY TO**
28 **RECONCILE A DISPUTE ARISING OUT OF COLLECTIVE BARGAINING THROUGH**
29 **INTERPRETATION, SUGGESTION, AND ADVICE.**

1 (O) “OFFICER” MEANS THE PRESIDENT, A VICE PRESIDENT, A DEAN, OR ANY
2 OTHER OFFICIAL OF THE COMMUNITY COLLEGE AS APPOINTED BY THE BOARD OF
3 COMMUNITY COLLEGE TRUSTEES.

4 (P) “PART-TIME FACULTY” MEANS AN EMPLOYEE WHO:

5 (1) RECEIVES A CONTRACT FOR LESS THAN 1 FULL ACADEMIC YEAR;
6 AND

7 (2) IS DESIGNATED WITH PART-TIME FACULTY STATUS BY THE
8 PRESIDENT OF THE COMMUNITY COLLEGE.

9 (Q) (1) “PUBLIC EMPLOYEE” MEANS AN EMPLOYEE EMPLOYED BY THE
10 PUBLIC EMPLOYER.

11 (2) “PUBLIC EMPLOYEE” DOES NOT INCLUDE:

12 (I) AN OFFICER;

13 (II) SUPERVISORY OR CONFIDENTIAL EMPLOYEES; AND

14 (III) STUDENT ASSISTANTS.

15 (R) (1) “PUBLIC EMPLOYER” MEANS THE BOARD OF COMMUNITY
16 COLLEGE TRUSTEES FOR A COMMUNITY COLLEGE.

17 (2) “PUBLIC EMPLOYER” INCLUDES THE BOARD OF TRUSTEES OF
18 BALTIMORE CITY COMMUNITY COLLEGE.

19 (S) “STRIKE” MEANS, IN CONCERTED ACTION WITH OTHERS FOR THE
20 PURPOSE OF INDUCING, INFLUENCING, OR COERCING A CHANGE IN THE WAGES,
21 HOURS, OR OTHER TERMS AND CONDITIONS OF EMPLOYMENT, A PUBLIC
22 EMPLOYEE’S:

23 (1) REFUSAL TO REPORT FOR DUTY;

24 (2) WILLFUL ABSENCE FROM THE POSITION;

25 (3) STOPPAGE OF WORK; OR

26 (4) ABSTINENCE IN WHOLE OR IN PART FROM THE PROPER
27 PERFORMANCE OF THE DUTIES OF EMPLOYMENT.

1 (T) "SUPERVISORY EMPLOYEE" MEANS A PUBLIC EMPLOYEE WHO HAS
2 FULL-TIME AND EXCLUSIVE AUTHORITY TO ACT ON BEHALF OF A PUBLIC EMPLOYER
3 TO:

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

6 (2) ADJUST EMPLOYEE GRIEVANCES.

7 16-702.

8 (A) A PUBLIC EMPLOYER SHALL DETERMINE WHETHER A PUBLIC
9 EMPLOYEE IS TO BE CONSIDERED A PUBLIC EMPLOYEE FOR COLLECTIVE
10 BARGAINING PURPOSES.

11 (B) A PUBLIC EMPLOYEE OR AN EMPLOYEE ORGANIZATION MAY APPEAL
12 THE DETERMINATION TO THE BOARD FOR A FINAL AND BINDING DECISION.

13 16-703.

14 (A) THE BOARD SHALL CONDUCT AN ELECTION FOR AN EXCLUSIVE
15 REPRESENTATIVE OF A BARGAINING UNIT IF:

16 (1) A VALID PETITION IS SUBMITTED IN ACCORDANCE WITH §
17 16-704(B) OF THIS SUBTITLE; AND

18 (2) THE BARGAINING UNIT INVOLVED IN THE PETITION IS
19 DETERMINED TO BE AN APPROPRIATE BARGAINING UNIT UNDER SUBSECTIONS (C)
20 AND (D) OF THIS SECTION.

21 (B) AFTER RECEIVING A PETITION FOR AN ELECTION FOR AN EXCLUSIVE
22 REPRESENTATIVE, THE BOARD SHALL INVESTIGATE THE PETITION FOR PURPOSES
23 OF VERIFICATION AND VALIDATION.

24 (C) (1) EXCEPT AS PROVIDED IN THIS SUBTITLE, THE BOARD SHALL
25 DETERMINE THE APPROPRIATENESS OF EACH BARGAINING UNIT.

26 (2) IF THERE IS NOT A DISPUTE ABOUT THE APPROPRIATENESS OF
27 THE BARGAINING UNIT, THE BOARD SHALL ISSUE AN ORDER DEFINING AN
28 APPROPRIATE BARGAINING UNIT.

29 (3) IF THERE IS A DISPUTE ABOUT THE APPROPRIATENESS OF THE
30 BARGAINING UNIT, THE BOARD SHALL:

1 (I) CONDUCT A PUBLIC HEARING, RECEIVING WRITTEN AND
2 ORAL TESTIMONY; AND

3 (II) ISSUE AN ORDER DEFINING THE APPROPRIATE
4 BARGAINING UNIT.

5 (D) (1) THERE SHALL BE A MAXIMUM OF ~~FOUR~~ SIX BARGAINING UNITS AT
6 EACH COMMUNITY COLLEGE.

7 (2) THE BARGAINING UNITS SHALL INCLUDE:

8 (I) ONE UNIT RESERVED FOR FULL-TIME FACULTY;

9 (II) ONE UNIT RESERVED FOR PART-TIME FACULTY;

10 (III) ONE UNIT RESERVED FOR THE REMAINING ELIGIBLE
11 EXEMPT EMPLOYEES, AS DEFINED IN THE FEDERAL FAIR LABOR STANDARDS ACT;
12 ~~AND~~

13 (IV) ~~ONE UNIT~~ TWO UNITS RESERVED FOR ELIGIBLE
14 NONEXEMPT EMPLOYEES, AS DEFINED IN THE FEDERAL FAIR LABOR STANDARDS
15 ACT; AND

16 (V) ONE UNIT RESERVED FOR SWORN POLICE OFFICERS.

17 16-704.

18 (A) ON OR AFTER OCTOBER 1, 2016, AN ELECTION OR A RECOGNITION OF
19 AN EXCLUSIVE REPRESENTATIVE SHALL BE CONDUCTED BY THE BOARD FOR EACH
20 BARGAINING UNIT AFTER THE REQUIREMENTS OF § 16-703 OF THIS SUBTITLE HAVE
21 BEEN MET BY THAT BARGAINING UNIT.

22 (B) A PETITION FOR AN ELECTION MAY BE SUBMITTED BY:

23 (1) AN EMPLOYEE ORGANIZATION THAT DEMONSTRATES THAT 30%
24 OF THE EMPLOYEES IN A BARGAINING UNIT WISH TO BE REPRESENTED FOR
25 COLLECTIVE BARGAINING BY AN EXCLUSIVE REPRESENTATIVE;

26 (2) A PUBLIC EMPLOYEE, A GROUP OF PUBLIC EMPLOYEES, OR AN
27 EMPLOYEE ORGANIZATION THAT DEMONSTRATES THAT 30% OF THE EMPLOYEES
28 ASSERT THE DESIGNATED EXCLUSIVE REPRESENTATIVE IS NO LONGER THE
29 REPRESENTATIVE OF THE MAJORITY OF EMPLOYEES IN THE BARGAINING UNIT; OR

1 **(3) IF THE BOARD FINDS, ON INVESTIGATION OF THE PUBLIC**
2 **EMPLOYER’S PETITION, THAT A VALID QUESTION OF REPRESENTATION EXISTS, A**
3 **PUBLIC EMPLOYER THAT DEMONSTRATES THAT ONE OR MORE EMPLOYEE**
4 **ORGANIZATIONS HAVE PRESENTED TO THE BOARD A CLAIM, SUPPORTED BY**
5 **SUBSTANTIAL PROOF, TO BE CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE.**

6 **(C) FOR EACH ELECTION, THE BOARD SHALL PLACE ON THE BALLOT:**

7 **(1) THE NAME OR NAMES OF THE EMPLOYEE ORGANIZATION**
8 **SUBMITTING THE VALID PETITION;**

9 **(2) THE NAME OF ANY OTHER EMPLOYEE ORGANIZATION**
10 **DESIGNATED IN A VALID PETITION SIGNED BY MORE THAN 10% OF THE EMPLOYEES**
11 **IN THE APPROPRIATE BARGAINING UNIT; AND**

12 **(3) A PROVISION FOR “NO REPRESENTATION”.**

13 **(D) (1) IN ANY ELECTION WHERE NONE OF THE CHOICES ON THE BALLOT**
14 **RECEIVE A MAJORITY OF THE VOTES CAST, A RUNOFF ELECTION SHALL BE**
15 **CONDUCTED, WITH THE BALLOT PROVIDING FOR A SELECTION BETWEEN THE TWO**
16 **CHOICES RECEIVING THE HIGHEST NUMBER OF BALLOTS CAST IN THE ELECTION.**

17 **(2) AN EMPLOYEE ORGANIZATION RECEIVING A MAJORITY OF VOTES**
18 **CAST IN AN ELECTION SHALL BE CERTIFIED BY THE BOARD AS THE EXCLUSIVE**
19 **REPRESENTATIVE FOR COLLECTIVE BARGAINING PURPOSES.**

20 **(3) AN EMPLOYEE ORGANIZATION MAY BE CERTIFIED AS AN**
21 **EXCLUSIVE REPRESENTATIVE ONLY AS PROVIDED UNDER THIS SECTION.**

22 **(E) THE BOARD SHALL CONDUCT THE ELECTION BY SECRET BALLOT.**

23 **(F) THE ELECTION OF AN EXCLUSIVE REPRESENTATIVE MAY NOT BE**
24 **CONDUCTED IN ANY BARGAINING UNIT IN WHICH A VALID ELECTION HAS BEEN HELD**
25 **WITHIN THE PRECEDING 12 MONTHS.**

26 **(G) THE EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT THAT**
27 **OPERATED UNDER A COLLECTIVE BARGAINING AGREEMENT OR CONTRACT BEFORE**
28 **OCTOBER 1, 2016, MAINTAINS CERTIFICATION AFTER THE AGREEMENT OR**
29 **CONTRACT EXPIRES.**

30 **16-705.**

31 **(A) A PUBLIC EMPLOYER SHALL EXTEND TO AN EMPLOYEE ORGANIZATION**
32 **CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE THE RIGHT TO REPRESENT THE**

1 PUBLIC EMPLOYEES OF THE BARGAINING UNIT INVOLVED IN COLLECTIVE
2 BARGAINING AND IN THE SETTLEMENT OF GRIEVANCES.

3 (B) AN EMPLOYEE ORGANIZATION CERTIFIED AS THE EXCLUSIVE
4 REPRESENTATIVE FOR A BARGAINING UNIT SHALL:

5 (1) SERVE AS THE BARGAINING AGENT FOR ALL PUBLIC EMPLOYEES
6 IN A BARGAINING UNIT; AND

7 (2) REPRESENT FAIRLY AND WITHOUT DISCRIMINATION EACH
8 PUBLIC EMPLOYEE IN THE BARGAINING UNIT WITHOUT REGARD TO WHETHER THE
9 EMPLOYEE IS A MEMBER OF THE EMPLOYEE ORGANIZATION.

10 (C) (1) (I) A COLLECTIVE BARGAINING AGREEMENT SHALL INCLUDE A
11 PROVISION FOR THE DEDUCTION FROM THE PAYCHECK OF EACH PUBLIC EMPLOYEE
12 IN A BARGAINING UNIT:

13 1. ANY UNION DUES AUTHORIZED AND OWED BY THE
14 PUBLIC EMPLOYEE TO THE ORGANIZATION; AND

15 2. ANY SERVICE FEES AUTHORIZED AND OWED BY THE
16 PUBLIC EMPLOYEE TO THE ORGANIZATION.

17 (II) A SERVICE FEE DESCRIBED IN SUBPARAGRAPH (I) OF THIS
18 PARAGRAPH MAY BE RATIFIED ONLY BY A MAJORITY OF VOTES CAST BY THE
19 EMPLOYEES IN THE BARGAINING UNIT.

20 (2) (I) A PUBLIC EMPLOYEE WHOSE RELIGIOUS BELIEFS ARE
21 OPPOSED TO JOINING OR FINANCIALLY SUPPORTING A COLLECTIVE BARGAINING
22 ORGANIZATION IS NOT REQUIRED TO PAY THE DUES AND FEES UNDER PARAGRAPH
23 (1) OF THIS SUBSECTION IF THE EMPLOYEE DONATES TO A SECULAR, NONUNION
24 CHARITABLE ORGANIZATION.

25 (II) THE AMOUNT OF MONEY AND THE SECULAR, NONUNION
26 CHARITABLE ORGANIZATION DESCRIBED IN SUBPARAGRAPH (I) OF THIS
27 PARAGRAPH SHALL BE DETERMINED BY THE PUBLIC EMPLOYER AND THE
28 EXCLUSIVE REPRESENTATIVE.

29 (III) AN EMPLOYEE DESCRIBED IN THIS PARAGRAPH SHALL
30 PRESENT WRITTEN PROOF OF THE DONATION TO THE PUBLIC EMPLOYER AND THE
31 EXCLUSIVE REPRESENTATIVE.

32 (D) A PUBLIC EMPLOYEE MAY REFUSE TO JOIN OR PARTICIPATE IN THE
33 ACTIVITIES OF AN EMPLOYEE ORGANIZATION.

1 **16-706.**

2 (A) COLLECTIVE BARGAINING SHALL INCLUDE ALL MATTERS RELATING TO:

3 (1) WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF
4 EMPLOYMENT; AND

5 (2) THE PROCEDURES FOR THE EMPLOYEE ORGANIZATION TO
6 RECEIVE MEMBERSHIP DUES AND SERVICE FEES THROUGH PAYROLL DEDUCTION.

7 (B) IN THE COURSE OF COLLECTIVE BARGAINING, THE PUBLIC EMPLOYER
8 AND THE EXCLUSIVE REPRESENTATIVE SHALL:

9 (1) MEET AT REASONABLE TIMES; AND

10 (2) MAKE EVERY REASONABLE EFFORT TO CONCLUDE
11 NEGOTIATIONS WITH A FINAL WRITTEN AGREEMENT IN A TIMELY MANNER BEFORE
12 THE BUDGET SUBMISSION DATE OF THE PUBLIC EMPLOYER.

13 **16-707.**

14 (A) IF IN THE COURSE OF COLLECTIVE BARGAINING A PARTY DEEMS THAT
15 AN IMPASSE EXISTS, THAT PARTY MAY REQUEST THE SERVICES OF THE BOARD IN
16 MEDIATION OR ENGAGE ANOTHER MUTUALLY AGREEABLE MEDIATOR.

17 (B) (1) BY MUTUAL AGREEMENT, THE PARTIES MAY ENGAGE IN
18 MEDIATION.

19 (2) (I) IF THERE IS NOT MUTUAL AGREEMENT, EITHER PARTY MAY
20 PETITION THE BOARD TO INITIATE FACT-FINDING.

21 (II) 1. AFTER CONSIDERING THE STATUS OF BARGAINING
22 AND THE BUDGET SCHEDULE OF THE PUBLIC EMPLOYER, THE BOARD MAY FIND
23 THAT AN IMPASSE EXISTS AND MAY NOTIFY THE PARTIES THAT FACT-FINDING IS TO
24 BE INITIATED.

25 2. A PUBLIC EMPLOYER AND THE EXCLUSIVE
26 REPRESENTATIVE MAY SELECT THEIR OWN FACT FINDER.

27 3. A. IF THE PARTIES HAVE NOT SELECTED THEIR
28 OWN FACT FINDER WITHIN 5 DAYS OF THE REQUIRED NOTIFICATION, THE BOARD
29 SHALL SUBMIT TO THE PARTIES THE NAMES OF FIVE QUALIFIED INDIVIDUALS.

1 **B. EACH PARTY ALTERNATELY SHALL STRIKE TWO**
2 **NAMES FROM THE LIST WITH THE REMAINING INDIVIDUAL BEING THE FACT FINDER.**

3 **4. THE FACT FINDER SELECTED BY THE PARTIES SHALL**
4 **CONDUCT HEARINGS AND MAY ADMINISTER OATHS.**

5 **5. THE FACT FINDER SHALL MAKE WRITTEN FINDINGS**
6 **OF FACT AND RECOMMENDATIONS FOR RESOLUTION OF THE IMPASSE.**

7 **6. NOT LATER THAN 30 DAYS AFTER THE DATE OF**
8 **APPOINTMENT, THE FACT FINDER SHALL TRANSMIT THE FINDINGS TO THE PUBLIC**
9 **EMPLOYER, THE EXCLUSIVE REPRESENTATIVE, AND THE BOARD.**

10 **7. IF THE IMPASSE CONTINUES 10 DAYS AFTER THE**
11 **REPORT IS SUBMITTED TO THE PARTIES, ANY UNRESOLVED NONECONOMIC**
12 **LANGUAGE ITEMS THAT ARE SUBJECT TO FACT-FINDING AND ARE NOT RESOLVED**
13 **SHALL BE REFERRED TO THE BOARD.**

14 **(C) THE PARTIES SHALL BEAR EQUALLY THE COSTS OF FACT-FINDING.**

15 **16-708.**

16 **(A) A PUBLIC EMPLOYEE MAY NOT ENGAGE IN A STRIKE.**

17 **(B) A PUBLIC EMPLOYEE MAY NOT RECEIVE PAY OR COMPENSATION FROM**
18 **THE PUBLIC EMPLOYER FOR ANY PERIOD DURING WHICH THE PUBLIC EMPLOYEE IS**
19 **ENGAGED IN A STRIKE.**

20 **(C) IF A STRIKE OF PUBLIC EMPLOYEES OCCURS, A COURT OF COMPETENT**
21 **JURISDICTION MAY ENJOIN THE STRIKE AT THE REQUEST OF THE PUBLIC**
22 **EMPLOYER.**

23 **(D) (1) IF AN EMPLOYEE ORGANIZATION CERTIFIED AS AN EXCLUSIVE**
24 **REPRESENTATIVE ENGAGES IN A STRIKE, THE BOARD SHALL REVOKE THE**
25 **ORGANIZATION'S CERTIFICATION AS THE EXCLUSIVE REPRESENTATIVE.**

26 **(2) AN EMPLOYEE ORGANIZATION THAT ENGAGES IN A STRIKE AND**
27 **HAS ITS CERTIFICATION REVOKED SHALL BE INELIGIBLE TO BE CERTIFIED AS AN**
28 **EXCLUSIVE REPRESENTATIVE FOR A PERIOD OF 1 YEAR FOLLOWING THE END OF**
29 **THE STRIKE.**

30 **16-709.**

1 (A) A COLLECTIVE BARGAINING AGREEMENT MAY INCLUDE A PROVISION
2 FOR THE ARBITRATION OF GRIEVANCES ARISING UNDER AN AGREEMENT.

3 (B) (1) A COLLECTIVE BARGAINING AGREEMENT MAY NOT INCLUDE
4 MATTERS RELATING TO THE EMPLOYEES' OR TEACHERS' RETIREMENT OR PENSION
5 SYSTEMS OTHERWISE COVERED BY THE ANNOTATED CODE OF MARYLAND.

6 (2) PARAGRAPH (1) OF THIS SUBSECTION DOES NOT PROHIBIT A
7 DISCUSSION OF THE TERMS OF THE RETIREMENT OR PENSION SYSTEMS IN THE
8 COURSE OF COLLECTIVE BARGAINING.

9 (C) THE TERMS OF A COLLECTIVE BARGAINING AGREEMENT SHALL
10 SUPERSEDE ANY CONFLICTING REGULATIONS OR ADMINISTRATIVE POLICIES OF
11 THE PUBLIC EMPLOYER.

12 (D) (1) A REQUEST FOR FUNDS NECESSARY TO IMPLEMENT A
13 COLLECTIVE BARGAINING AGREEMENT SHALL BE SUBMITTED BY THE PUBLIC
14 EMPLOYER IN A TIMELY FASHION FOR CONSIDERATION IN THE BUDGET PROCESS OF
15 THE COUNTY.

16 (2) NOT LATER THAN 20 DAYS AFTER FINAL BUDGET ACTION BY THE
17 GOVERNING BODY OF A COUNTY, IF A REQUEST FOR FUNDS NECESSARY TO
18 IMPLEMENT A COLLECTIVE BARGAINING AGREEMENT IS REDUCED, MODIFIED, OR
19 REJECTED BY THE GOVERNING BODY, EITHER PARTY TO THE AGREEMENT MAY
20 REOPEN THE AGREEMENT.

21 16-710.

22 (A) A PUBLIC EMPLOYER HAS THE RIGHT TO:

23 (1) DETERMINE HOW THE STATUTORY MANDATE AND GOALS OF THE
24 COMMUNITY COLLEGE, INCLUDING THE FUNCTIONS AND PROGRAMS OF THE
25 COMMUNITY COLLEGE, ITS OVERALL BUDGET, AND ITS ORGANIZATIONAL
26 STRUCTURE ARE TO BE CARRIED OUT; AND

27 (2) DIRECT COLLEGE PERSONNEL.

28 (B) A PUBLIC EMPLOYEE HAS THE RIGHT TO:

29 (1) ORGANIZE;

30 (2) FORM, JOIN, OR ASSIST ANY EMPLOYEE ORGANIZATION;

1 **(3) BARGAIN COLLECTIVELY THROUGH AN EXCLUSIVE**
2 **REPRESENTATIVE;**

3 **(4) ENGAGE IN OTHER LAWFUL CONCERTED ACTIVITY FOR THE**
4 **PURPOSE OF COLLECTIVE BARGAINING; OR**

5 **(5) REFRAIN FROM ENGAGING IN THE ACTIVITIES LISTED UNDER**
6 **THIS PARAGRAPH.**

7 **(C) (1) A PUBLIC EMPLOYEE OR GROUP OF PUBLIC EMPLOYEES HAS THE**
8 **RIGHT AT ANY TIME TO:**

9 **(I) PRESENT A GRIEVANCE ARISING UNDER THE TERMS OF THE**
10 **AGREEMENT TO THE PUBLIC EMPLOYER; AND**

11 **(II) HAVE THE GRIEVANCE ADJUSTED WITHOUT THE**
12 **INTERVENTION OF THE EXCLUSIVE REPRESENTATIVE.**

13 **(2) THE EXCLUSIVE REPRESENTATIVE HAS THE RIGHT TO BE**
14 **PRESENT DURING ANY MEETING INVOLVING THE PRESENTATION OR ADJUSTMENT**
15 **OF A GRIEVANCE.**

16 **(3) A PUBLIC EMPLOYER SHALL HEAR A GRIEVANCE AND**
17 **PARTICIPATE IN THE ADJUSTMENT OF THE GRIEVANCE.**

18 **(4) THE ADJUSTMENT OF A GRIEVANCE MAY NOT BE INCONSISTENT**
19 **WITH THE TERMS OF THE COLLECTIVE BARGAINING AGREEMENT THEN IN EFFECT.**

20 **(5) A PUBLIC EMPLOYER SHALL GIVE PROMPT NOTICE OF ANY**
21 **ADJUSTMENT OF A GRIEVANCE TO THE EXCLUSIVE REPRESENTATIVE.**

22 **(D) A PUBLIC EMPLOYER AND AN EMPLOYEE ORGANIZATION MAY NOT**
23 **INTERFERE WITH, INTIMIDATE, RESTRAIN, COERCE, OR DISCRIMINATE AGAINST A**
24 **PUBLIC EMPLOYEE BECAUSE THE EMPLOYEE EXERCISES RIGHTS GRANTED UNDER**
25 **THIS SECTION.**

26 **Article – State Personnel and Pensions**

27 3-101.

28 **(a) In this title the following words have the meanings indicated.**

29 **(f) “President” means:**

1 (1) with regard to a constituent institution, as defined in § 12–101 of the
2 Education Article, the president of the constituent institution;

3 (2) with regard to a center or institute, as those terms are defined in §
4 12–101 of the Education Article, the president of the center or institute;

5 (3) with regard to the University System of Maryland Office, the
6 Chancellor of the University System of Maryland; and

7 (4) with regard to Morgan State University[,] AND St. Mary’s College of
8 Maryland, [and Baltimore City Community College.] the president of the institution.

9 3–102.

10 (a) Except as provided in this title or as otherwise provided by law, this title
11 applies to:

12 (1) all employees of:

13 (i) the principal departments within the Executive Branch of State
14 government;

15 (ii) the Maryland Insurance Administration;

16 (iii) the State Department of Assessments and Taxation;

17 (iv) the State Lottery and Gaming Control Agency;

18 (v) the University System of Maryland, Morgan State University,
19 AND St. Mary’s College of Maryland[, and Baltimore City Community College];

20 (vi) the Comptroller;

21 (vii) the Maryland Transportation Authority who are not police
22 officers;

23 (viii) the State Retirement Agency; and

24 (ix) the State Department of Education; and

25 (2) all full–time Maryland Transportation Authority police officers at the
26 rank of first sergeant and below.

27 3–2A–01.

28 There is a State Higher Education Labor Relations Board established as an
29 independent unit of State government.

1 3-2A-05.

2 (a) The Board is responsible for administering and enforcing provisions of:

3 (1) this title relating to employees described in § 3-102(a)(1)(v) of this title;

4 AND

5 (2) **TITLE 16, SUBTITLE 7 OF THE EDUCATION ARTICLE.**

6 (b) In addition to any other powers or duties provided for elsewhere in this title
7 **OR TITLE 16, SUBTITLE 7 OF THE EDUCATION ARTICLE**, the Board may:

8 (1) establish procedures for, supervise the conduct of, and resolve disputes
9 about elections for exclusive representatives; [and]

10 (2) investigate and take appropriate action in response to complaints of
11 unfair labor practices and lockouts; AND

12 (3) **RESOLVE MATTERS AS PROVIDED IN § 16-707 OF THE EDUCATION**
13 **ARTICLE.**

14 3-2A-07.

15 (a) The Board may investigate:

16 (1) a possible violation of this title or any regulation adopted under it; [and]

17 (2) **A POSSIBLE VIOLATION OF TITLE 16, SUBTITLE 7 OF THE**
18 **EDUCATION ARTICLE OR ANY REGULATION ADOPTED UNDER THOSE PROVISIONS;**

19 AND

20 [(2)] (3) any other relevant matter.

21 (b) The Board may hold a hearing in accordance with Title 10, Subtitle 2 of the
22 State Government Article whenever necessary for a fair determination of any issue or
23 complaint arising under:

24 (1) this title or a regulation adopted under it; OR

25 (2) **TITLE 16, SUBTITLE 7 OF THE EDUCATION ARTICLE OR ANY**
26 **REGULATION ADOPTED UNDER THOSE PROVISIONS.**

27 3-2A-08.

1 (a) On written request of an exclusive representative, for each employee in the
2 bargaining unit represented by the exclusive representative, the University System of
3 Maryland system institutions, Morgan State University, St. Mary's College of Maryland,
4 and [Baltimore City Community College] **EACH COMMUNITY COLLEGE** shall provide the
5 exclusive representative with the employee's:

6 (1) name;

7 (2) position classification;

8 (3) unit;

9 (4) home and work site addresses where the employee receives interoffice
10 or United States mail; and

11 (5) home and work site telephone numbers.

12 3-403.

13 (d) (1) Each system institution, Morgan State University, AND St. Mary's
14 College of Maryland[, and Baltimore City Community College] shall have separate
15 bargaining units.

16 (2) The presidents of the system institutions may agree to cooperate for the
17 purpose of collective bargaining:

18 (i) before the election of exclusive representatives; or

19 (ii) after the certification of exclusive representatives under §
20 3-406(a) of this subtitle.

21 (3) Appropriate bargaining units shall consist of:

22 (i) all eligible nonexempt employees, as described in the federal Fair
23 Labor Standards Act, except eligible sworn police officers;

24 (ii) all eligible exempt employees, as described in the federal Fair
25 Labor Standards Act; and

26 (iii) all eligible sworn police officers.

27 (e) (1) Except as provided in paragraph (2) of this subsection, the Secretary or
28 the Secretary's designee shall have the authority to assign classification titles and positions
29 to bargaining units as appropriate.

30 (2) The following individuals and entities shall assign classification titles
31 and positions to bargaining units at the following institutions:

1 (i) at a system institution, the President of the system institution;
2 and

3 (ii) at Morgan State University[,] OR St. Mary's College of
4 Maryland, [or Baltimore City Community College,] the governing board of the institution.
5 3-501.

6 (a) (1) The following individuals or entities shall designate one or more
7 representatives to participate as a party in collective bargaining on behalf of the State or
8 the following institutions:

9 (i) on behalf of the State, the Governor;

10 (ii) on behalf of a system institution, the president of the system
11 institution; and

12 (iii) on behalf of Morgan State University[,] OR St. Mary's College of
13 Maryland, [or Baltimore City Community College,] the governing board of the institution.

14 (2) The exclusive representative shall designate one or more
15 representatives to participate as a party in collective bargaining on behalf of the exclusive
16 representative.

17 (d) (1) A memorandum of understanding that incorporates all matters of
18 agreement reached by the parties shall be executed by the exclusive representative and:

19 (i) for a memorandum of understanding relating to the State, the
20 Governor or the Governor's designee;

21 (ii) for a memorandum of understanding relating to a system
22 institution, the president of the system institution or the president's designee; and

23 (iii) for a memorandum of understanding relating to Morgan State
24 University[,] OR St. Mary's College of Maryland, [or Baltimore City Community College,]
25 the governing board of the institution or the governing board's designee.

26 (2) To the extent these matters require legislative approval or the
27 appropriation of funds, the matters shall be recommended to the General Assembly for
28 approval or for the appropriation of funds.

29 (3) To the extent matters involving a State institution of higher education
30 require legislative approval, the legislation shall be recommended to the Governor for
31 submission to the General Assembly.

1 (f) (1) The terms of a memorandum of understanding executed by the
2 Governor or the Governor's designee and an exclusive representative of a bargaining unit
3 for skilled service or professional service employees in the State Personnel Management
4 System are not applicable to employees of a State institution of higher education.

5 (2) The terms of a memorandum of understanding executed by a president
6 of a system institution or the governing board of Morgan State University[,] OR St. Mary's
7 College of Maryland, [or Baltimore City Community College.] or their respective designees,
8 and the exclusive representative of a bargaining unit for employees of a State institution of
9 higher education are not applicable to skilled service or professional service employees in
10 the State Personnel Management System.

11 3-502.

12 (c) Notwithstanding subsection (a) of this section, the representatives of the
13 State, a system institution, Morgan State University, AND St. Mary's College of Maryland[,
14 and Baltimore City Community College]:

15 (1) shall not be required to negotiate over any matter that is inconsistent
16 with applicable law; and

17 (2) may negotiate and reach agreement with regard to any such matter
18 only if it is understood that the agreement with respect to such matter cannot become
19 effective unless the applicable law is amended by the General Assembly.

20 3-601.

21 (a) (1) A memorandum of understanding shall contain all matters of
22 agreement reached in the collective bargaining process.

23 (2) The memorandum shall be in writing and signed by the exclusive
24 representative involved in the collective bargaining negotiations and:

25 (i) for a memorandum of understanding relating to the State, the
26 Governor or the Governor's designee;

27 (ii) for a memorandum of understanding relating to a system
28 institution, the president of the system institution or the president's designee; and

29 (iii) for a memorandum of understanding relating to Morgan State
30 University[,] OR St. Mary's College of Maryland, [or Baltimore City Community College.]
31 the governing board of the institution or the governing board's designee.

32 SECTION 3. AND BE IT FURTHER ENACTED, That, if a community college
33 entered into any agreements or contracts with employees of the community college through
34 exclusive representation in the course of collective bargaining before October 1, 2016, the
35 community college ~~may~~ shall continue to operate under the agreements and contracts, and

1 the certification of the exclusive representative for any existing bargaining unit shall
 2 continue, until the agreements and contracts expire. ~~After the agreements and contracts~~
 3 ~~expire~~ If a bargaining unit in existence before October 1, 2016, dissolves, the community
 4 college shall be subject to the rules and regulations of collective bargaining established
 5 under this Act.

6 SECTION 4. AND BE IT FURTHER ENACTED, That this Act shall take effect
 7 October 1, 2016.

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.