
By: Delegate Marriott

Introduced and read first time: February 26, 1997

Assigned to: Rules and Executive Nominations

A BILL ENTITLED

1 AN ACT concerning

2 **Baltimore City Public Schools - Rights of Certificated and Noncertificated Employees**

3 FOR the purpose of clarifying and establishing the rights of certificated and
4 noncertificated public school employees of Baltimore City; and generally relating to
5 the Baltimore City Public Schools.

6 BY repealing and reenacting, with amendments,
7 Article - Education
8 Section 6-407, 6-501, 6-504, and 6-505
9 Annotated Code of Maryland
10 (1997 Replacement Volume)

11 BY adding to
12 Article - Education
13 Section 6-401.1 and 6-515
14 Annotated Code of Maryland
15 (1997 Replacement Volume)

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

18 **Article - Education**

19 6-401.1.

20 (A) ANY COLLECTIVE BARGAINING AGREEMENT OR MEMORANDUM OF
21 UNDERSTANDING FOR THE CERTIFICATED PUBLIC SCHOOL EMPLOYEES OF
22 BALTIMORE CITY THAT IS IN EFFECT ON JUNE 30, 1997 SHALL REMAIN IN EFFECT
23 UNTIL SUCCESSOR AGREEMENTS ARE NEGOTIATED.

24 (B) (1) SICK LEAVE, PERSONAL LEAVE, AND VACATION LEAVE EARNED
25 AND UNUSED BY A CERTIFICATED EMPLOYEE AS OF JANUARY 1, 1997, SHALL
26 REMAIN EFFECTIVE WITHOUT REGARD TO ANY NEW COLLECTIVE BARGAINING
27 AGREEMENT OR MEMORANDUM OF UNDERSTANDING FOR THE PUBLIC SCHOOL
28 EMPLOYEES OF BALTIMORE CITY.

29 (2) ON TERMINATION OF EMPLOYMENT OR RETIREMENT FROM THE
30 PUBLIC SCHOOLS OF BALTIMORE CITY, A CERTIFICATED EMPLOYEE HAS THE RIGHT

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1 TO CONVERT OR LIQUIDATE AS WAGES ALL EARNED LEAVE THAT HAS ACCRUED
2 AND IS UNUSED AS OF JUNE 30, 1997.

3 (C) THE BOARD OF SCHOOL COMMISSIONERS OF BALTIMORE CITY :

4 (1) MAY NOT ALTER UNILATERALLY THE TERMS AND CONDITIONS OF
5 EMPLOYMENT THAT ARE INCORPORATED IN A COLLECTIVE BARGAINING
6 AGREEMENT OR MEMORANDUM OF UNDERSTANDING FOR THE CERTIFICATED
7 PUBLIC SCHOOL EMPLOYEES OF BALTIMORE CITY UNTIL IMPASSE PROCEEDINGS
8 UNDER THIS SUBTITLE ARE COMPLETED;

9 (2) SHALL PROVIDE TO A CERTIFICATED PUBLIC SCHOOL EMPLOYEE OF
10 BALTIMORE CITY THE SAME HEALTH CARE BENEFITS AT THE SAME PARTICIPANT
11 COSTS AS BENEFITS AVAILABLE TO CIVIL SERVICE EMPLOYEES UNDER THE HEALTH
12 INSURANCE PLAN OF THE MAYOR AND CITY COUNCIL OF BALTIMORE; AND

13 (3) MAY NOT ALTER THE TENURE RIGHTS OF A CERTIFICATED
14 EMPLOYEE WHO HELD TENURE PRIOR TO JANUARY 1, 1997.

15 6-407.

16 (a) An employee organization designated as an exclusive representative shall be
17 the negotiating agent of all public school employees in the unit in the county.

18 (b) (1) An employee organization designated as an exclusive representative
19 shall represent all employees in the unit fairly and without discrimination, whether or not
20 the employees are members of the employee organization.

21 (2) In addition, in Montgomery County the exclusive representative shall
22 represent fairly and without discrimination all persons actually employed as substitute
23 teachers without regard to whether they are included in § 6-401(c) of this subtitle as
24 public school employees.

25 (c) (1) In Montgomery and Prince George's Counties and Baltimore City, the
26 public school employer may negotiate with the employee organization designated as the
27 exclusive representative for the public school employees in a unit, a reasonable service or
28 representation fee, to be charged nonmembers for representing them in negotiations,
29 contract administration, including grievances, and other activities as are required under
30 subsection (b) of this section.

31 (2) The service or representation fee may not exceed the annual dues of the
32 members of the organization.

33 (3) An employee who is a substitute teacher and who works on a short-term
34 day-to-day basis is not required to pay a service or representation fee.

35 (4) An employee whose religious beliefs are opposed to joining or
36 financially supporting any collective bargaining organization is:

37 (i) Not required to pay a service or representation fee; and

38 (ii) Required to pay an amount of money as determined in subsection
39 (c)(2) of this section to a nonreligious, nonunion charity or to such other charitable
40 organization as may be mutually agreed upon by the employee and the exclusive

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1 representative, and who furnishes to the public school employer and the exclusive
2 representative written proof of such payment.

3 (5) IN BALTIMORE CITY, THE PUBLIC SCHOOL EMPLOYER SHALL
4 AUTHORIZE A SERVICE OR REPRESENTATION FEE TO BE CHARGED TO
5 NONMEMBERS TO THE SAME EXTENT ANY SUCH FEE WAS PERMITTED UNDER LAW
6 AND BARGAINED FOR PRIOR TO JANUARY 1, 1997.

7 (d) In Allegany County, Garrett County, and Washington County, the public
8 school employer may negotiate with the employee organization designated as the
9 exclusive representative for the public school employees in a unit, a reasonable service or
10 representation fee, to be charged nonmembers for representing them in negotiation,
11 contract administration, including grievances, and other activities specified under
12 subsection (b) of this section.

13 (e) In Garrett County:

14 (1) A public school employee who is not a member of the employee
15 organization designated as the exclusive representative for the public school employees in
16 a unit at the time that a negotiated service or representation fee is initiated is exempt
17 from the fee provided under subsection (d) of this section; and

18 (2) An individual who becomes a public school employee after the time that
19 a negotiated service or representative fee is initiated and does not join the employee
20 organization designated as the exclusive representative is liable for the fee provided
21 under subsection (d) of this section.

22 6-501.

23 (a) In this subtitle the following words have the meanings indicated.

24 (b) "Confidential employee" includes an individual whose employment
25 responsibilities require knowledge of the public school employer's posture in the
26 collective negotiation process, as determined by the public school employer in
27 negotiations with an employee organization that requests negotiation on this issue.

28 (c) "Employee organization" means an organization that:

29 (1) Includes noncertificated employees of a public school employer; and

30 (2) Has as one of its main purposes the representation of the employees in
31 their relations with that public school employer.

32 (d) "Management personnel" includes an individual who is engaged mainly in
33 executive and managerial functions, as determined by the public school employer in
34 negotiation with an employee organization that requests negotiation on this issue.

35 (e) "Noncertificated employee", in Montgomery County, means only a full-time
36 employee.

37 (f) (1) "Public school employee" means a noncertificated individual who is
38 employed for at least 9 months a year on a full-time basis by a public school employer.

1 (2) "PUBLIC SCHOOL EMPLOYEE" INCLUDES, AS TO BALTIMORE CITY,
2 ALL NONCERTIFICATED PERSONNEL EMPLOYED BY THE BOARD OF SCHOOL
3 COMMISSIONERS OF BALTIMORE CITY WHO HAVE BEEN REPRESENTED BY AN
4 EMPLOYEE ORGANIZATION THAT WAS CERTIFIED AS A BARGAINING AGENCY
5 UNDER THE MUNICIPAL EMPLOYEE RELATIONS ORDINANCE OF BALTIMORE CITY
6 PRIOR TO JANUARY 1, 1997, NOTWITHSTANDING THE FACT THAT ANY SUCH
7 EMPLOYEE MAY NOT WORK FOR AT LEAST 9 MONTHS A YEAR ON A FULL-TIME
8 BASIS.

9 [(2)] (3) "Public school employee" does not include:

10 (i) Management personnel;

11 (ii) A confidential employee; or

12 (iii) Any individual designated by the public school employer to act in a
13 negotiating capacity as provided in § 6-510(b) of this subtitle.

14 (g) (1) "Public school employer" means the county board in each county except:

15 (i) Somerset;

16 (ii) Wicomico; and

17 (iii) Worcester.

18 (2) "Public school employer" [does not include] INCLUDES the Board of
19 School Commissioners of Baltimore City or the Mayor and City Council of Baltimore
20 City.

21 (h) "Supervisory employee" includes any individual who responsibly directs the
22 work of other employees, as determined by the public school employer in negotiation with
23 an employee organization that requests negotiation on this issue.

24 6-504.

25 (a) A public school employee may refuse to join or participate in the activities of
26 employee organizations.

27 (b) In Montgomery County and Allegany County, the County Board, with respect
28 to noncertificated employees, shall negotiate a structure of reasonable service fees to be
29 charged nonmembers for representation in negotiations and grievance matters by
30 employee organizations.

31 (c) In Prince George's County, the County Board shall negotiate an
32 organizational security provision, commonly known as "agency shop", with employee
33 organizations.

34 (d) (1) In Anne Arundel County and Baltimore County, the County Board, with
35 respect to noncertificated employees, may negotiate a structure of reasonable service fees
36 to be charged nonmembers for representation in negotiations and grievance matters by
37 employee organizations.

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1 (2) In Anne Arundel County, if the County Board negotiates a structure of
2 fees as authorized under this subsection:

3 (i) Each party shall:

4 1. Confer in good faith, at all reasonable times; and

5 2. Reduce to writing the matters agreed on as a result of the
6 negotiations; and

7 (ii) Neither party is required to agree to any proposal or to make any
8 concession.

9 (3) (i) The provisions of this paragraph apply if an agency or
10 representation fee is negotiated in Baltimore County.

11 (ii) 1. Subject to the provisions of sub-subparagraph 2 of this
12 subparagraph, the employee organization designated as the exclusive representative for
13 the public school employees shall indemnify and hold harmless the Board of Education of
14 Baltimore County against any and all claims, demands, suits, or any other forms of
15 liability that may arise out of, or by reason of, action taken by the Board for the purpose
16 of complying with any of the agency or representation fee provisions of the negotiated
17 agreement.

18 2. The Board shall retain without charge to the Board the
19 services of counsel that are designated by the exclusive representative with regard to any
20 claim, demand, suit, or any other liability that may arise out of, or by reason of, action
21 taken by the Board for the purpose of complying with any of the agency or representation
22 fee provisions of the negotiated agreement.

23 (iii) The employee organization designated as the exclusive
24 representative shall submit to the Board an annual audit from an external auditor that
25 reflects the operational expenses of the employee organization and explains how the
26 representation fee is calculated based on the audit.

27 (iv) 1. The agency or representation fee shall be based only on the
28 expenses incurred by the employee organization in its representation in negotiations,
29 contract administration, including the handling of grievances, and other activities as
30 required under § 6-509 of this title; and

31 2. Any political activities of the employee organization
32 designated as the exclusive representative may not be financed by the funds collected
33 from the agency or representation fee.

34 (E) IN BALTIMORE CITY, THE PUBLIC SCHOOL EMPLOYER SHALL AUTHORIZE
35 A SERVICE OR REPRESENTATION FEE TO BE CHARGED TO NONMEMBERS TO THE
36 SAME EXTENT ANY SUCH FEE WAS PERMITTED UNDER LAW AND BARGAINED FOR
37 PRIOR TO JANUARY 1, 1997.

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1 6-505.

2 (a) (1) Each public school employer may designate, as provided in this subtitle,
3 which employee organization, if any, shall be the exclusive representative of all public
4 school employees in a specified unit in the county.

5 (2) In BALTIMORE CITY, Garrett County and Frederick County, the public
6 school employer shall designate, as provided in this subtitle, which employee
7 organization, if any, shall be the exclusive representative of all public school employees in
8 a specified unit in the county.

9 (b) The public school employer shall determine the composition of the unit in
10 negotiation with any employee organization that requests negotiation concerning the
11 composition of the unit.

12 (c) (1) There may not be more than three units in a county and a unit may not
13 include both supervisory and nonsupervisory employees.

14 (2) If a county has more than three recognized units and, as of July 1, 1974,
15 the units have exclusive representation for collective negotiations, these units may
16 continue as negotiating units.

17 (3) IN BALTIMORE CITY, IF PRIOR TO JANUARY 1, 1997, MORE THAN
18 THREE RECOGNIZED UNITS HAVE HAD EXCLUSIVE REPRESENTATION FOR
19 COLLECTIVE BARGAINING, THESE UNITS SHALL CONTINUE TO EXIST AND THEY
20 SHALL BE RECOGNIZED BY THE BOARD OF SCHOOL COMMISSIONERS OF
21 BALTIMORE CITY.

22 (d) (1) All eligible public school employees shall:

23 (i) Be included in one of these units; and

24 (ii) Have the rights granted in this subtitle.

25 (2) Except for an individual who is designated as management personnel or
26 a confidential employee under this subtitle, each public school employee is eligible for
27 membership in one of the negotiating units.

28 6-515.

29 (A) IN BALTIMORE CITY, IN ADDITION TO ANY OTHER RIGHTS OR
30 RESPONSIBILITIES PROVIDED FOR BY LAW, A NONCERTIFICATED PUBLIC SCHOOL
31 EMPLOYEE HAS THE RIGHTS AND RESPONSIBILITIES DESCRIBED IN THIS SECTION.

32 (B) ANY COLLECTIVE BARGAINING AGREEMENT OR MEMORANDUM OF
33 UNDERSTANDING FOR THE NONCERTIFICATED PUBLIC SCHOOL EMPLOYEES OF
34 BALTIMORE CITY THAT IS IN EFFECT ON JUNE 30, 1997 SHALL REMAIN IN EFFECT
35 UNTIL SUCCESSOR AGREEMENTS ARE NEGOTIATED.

36 (C) (1) SICK LEAVE, PERSONAL LEAVE, AND VACATION LEAVE EARNED
37 AND UNUSED BY THE NONCERTIFICATED EMPLOYEES AS OF JANUARY 1, 1997, SHALL
38 REMAIN EFFECTIVE WITHOUT REGARD TO ANY NEW COLLECTIVE BARGAINING
39 AGREEMENT OR MEMORANDUM OF UNDERSTANDING FOR THE PUBLIC SCHOOL
40 EMPLOYEES OF BALTIMORE CITY.

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1 (2) ON TERMINATION OF EMPLOYMENT OR RETIREMENT FROM THE
2 PUBLIC SCHOOLS OF BALTIMORE CITY, A NONCERTIFICATED EMPLOYEE HAS THE
3 RIGHT TO CONVERT OR LIQUIDATE AS WAGES ALL EARNED LEAVE THAT HAS
4 ACCRUED AND IS UNUSED PRIOR TO THE EFFECTIVE DATE OF THIS ACT.

5 (D) THE BOARD OF SCHOOL COMMISSIONERS OF BALTIMORE CITY :

6 (1) MAY NOT ALTER UNILATERALLY THE TERMS AND CONDITIONS OF
7 EMPLOYMENT THAT ARE INCORPORATED IN A COLLECTIVE BARGAINING
8 AGREEMENT OR MEMORANDUM OF UNDERSTANDING FOR THE NONCERTIFICATED
9 PUBLIC SCHOOL EMPLOYEES OF BALTIMORE CITY UNTIL IMPASSE PROCEEDINGS
10 UNDER THIS SUBTITLE ARE COMPLETED; AND

11 (2) SHALL PROVIDE TO A NONCERTIFICATED PUBLIC SCHOOL
12 EMPLOYEE OF BALTIMORE CITY THE SAME HEALTH CARE BENEFITS AT THE SAME
13 PARTICIPANT COSTS AS BENEFITS AVAILABLE TO A CIVIL SERVICE EMPLOYEE
14 UNDER THE HEALTH INSURANCE PLAN OF THE MAYOR AND CITY COUNCIL OF
15 BALTIMORE.

16 (E) A NONCERTIFICATED PUBLIC SCHOOL EMPLOYEE OF BALTIMORE CITY
17 WHO HAS BEEN A CIVIL SERVICE EMPLOYEE UNDER THE BALTIMORE CITY
18 CHARTER WHO BECOMES AN EMPLOYEE OF THE BOARD OF SCHOOL
19 COMMISSIONERS OF BALTIMORE CITY SHALL:

20 (1) BE SUBJECT TO THE SAME DISCIPLINARY MEASURES, INCLUDING
21 SUSPENSION OR REMOVAL FOR JUST CAUSE ONLY, INCLUDING MISCONDUCT OR
22 POOR WORK PERFORMANCE;

23 (2) CONTINUE ON THE OFFICIAL ROSTER OF THE CIVIL SERVICE OF
24 BALTIMORE CITY;

25 (3) CONTINUE TO HOLD AND ACCRUE THE SAME SERVICE CREDIT AS
26 THAT OF THE CIVIL SERVICE OF BALTIMORE CITY;

27 (4) SUFFER NO BREAK IN SENIORITY OR SERVICE BECAUSE OF
28 BECOMING AN EMPLOYEE OF THE BOARD OF SCHOOL COMMISSIONERS OF
29 BALTIMORE CITY;

30 (5) REMAIN ON THE RE-EMPLOYMENT LIST FOR THE EMPLOYEE'S
31 FORMER JOB CLASSIFICATION AND ANY OTHER JOB CLASSIFICATION FOR WHICH
32 THE EMPLOYEE QUALIFIES;

33 (6) TO THE EXTENT QUALIFIED, REMAIN ON THE PROMOTION LIST OR
34 TRANSFER LIST MAINTAINED BY THE CIVIL SERVICE FOR BALTIMORE CITY; AND

35 (7) REMAIN ELIGIBLE FOR EMPLOYMENT BY THE MAYOR AND CITY
36 COUNCIL OF BALTIMORE IF TERMINATED BY THE BOARD OF SCHOOL
37 COMMISSIONERS OF BALTIMORE CITY THROUGH NO FAULT OF THE EMPLOYEE.

38 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
39 June 1, 1997.