

# SENATE BILL 673

P4, F1

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CF HB 1243

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By: ~~Senators Raskin, Brochin, Dyson, Exum, Frosh, Garagiola, Glassman, Harrington, Jones, King, Madaleno, Muse, Peters, Pinsky, Pugh, Rosapepe, and Stone~~ Harrington, Jones, King, Madaleno, Muse, Peters, Pinsky, Pugh, Rosapepe, Stone, and Kelley

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Assigned to: Finance

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Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: April 9, 2009

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## CHAPTER \_\_\_\_\_

1 AN ACT concerning

2 **Fairness in Negotiations Act**

3 FOR the purpose of ~~requiring certain collective bargaining agreements to provide for~~  
4 ~~binding arbitration of the grievances arising under the agreements that the~~  
5 ~~parties have agreed to be subject to arbitration; requiring a public school~~  
6 ~~employer and an exclusive representative of certain public school employees to~~  
7 ~~negotiate in a certain manner; for certain certificated employee organizations,~~  
8 ~~including employee transfers and assignments among the matters that may be~~  
9 ~~negotiated on request under certain circumstances; for certain noncertificated~~  
10 ~~employee organizations, including the discipline and discharge of an employee~~  
11 ~~for just cause and employee transfers and assignments among the matters that~~  
12 ~~may be negotiated on request under certain circumstances; repealing certain~~  
13 ~~provisions of law concerning negotiations between a public school employer and~~  
14 ~~certain employee organizations; requiring a public school employer and an~~  
15 ~~exclusive representative to mediate certain differences upon the demand of the~~  
16 ~~public school employer or the exclusive representative under certain~~  
17 ~~circumstances; requiring the party demanding mediation to deliver a copy of the~~  
18 ~~demand to the State Superintendent; authorizing the public school employer~~  
19 ~~and the exclusive representative to mutually consent to request the State~~  
20 ~~Superintendent to provide certain assistance and advice; requiring the public~~  
21 ~~school employer and the exclusive representative to select a neutral mediator to~~  
22 ~~conduct the mediation within a certain period of time and in a certain manner;~~  
23 ~~requiring mediation to commence within a certain period of time after a neutral~~

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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.



~~party is selected; requiring mediation to conclude within a certain period of time; prohibiting the mediator from issuing certain written findings or other documents under certain circumstances; requiring the parties to the mediation to share equally the costs of the mediator; requiring the public school employer and the exclusive representative to arbitrate all differences under certain circumstances; requiring the party demanding arbitration to deliver a copy of the demand to the State Superintendent; requiring the public school employer and the exclusive representative to select an arbitrator to conduct the arbitration within a certain period of time and in a certain manner; requiring arbitration to commence within a certain period of time after an arbitrator is selected; providing that arbitration commences under certain circumstances; requiring last and best offers to list separately certain terms or conditions and demands; requiring the public school employer and the exclusive representative to each deliver a copy of their last and best offer to the arbitrator; requiring the arbitrator to perform certain duties under certain circumstances; providing that the arbitrator has full authority to hear and decide certain issues in dispute; requiring the arbitrator to conclude the arbitration within a certain period of time; requiring the arbitrator to issue the written award within a certain period of time; requiring the arbitrator to decide between certain last and final offers of the public school employer and the exclusive representative; establishing that the arbitrator's finding on an issue in dispute is final and binding on the public school employer and the exclusive representative and is a self-executing mandate on certain parties; providing that the written award is subject to certain provisions of law; requiring the arbitrator to deliver a copy of the written award to certain parties; authorizing the public school employer and the exclusive representative to agree to waive certain time limits; requiring the parties to the arbitration to share the costs of the arbitration equally; establishing that certain provisions of law apply to certain disputes between a public school employer and an exclusive representative; requiring the public school employer and the exclusive representative to arbitrate certain disputes under certain circumstances; requiring the party demanding arbitration to deliver a copy of the demand to certain parties; requiring the public school employer and the exclusive representative to select an arbitrator to conduct the arbitration within a certain period of time and in a certain manner; requiring the arbitrator to commence the arbitration within a certain period of time; authorizing the arbitrator to perform certain acts; establishing that a prior order, action, or opinion issued by the State Board of Education does not constitute binding precedent in arbitration after the enactment of certain provisions of law; requiring an arbitrator to conclude an arbitration within a certain period of time in a certain manner; requiring an arbitrator to issue a ruling within a certain period of time; establishing that the arbitrator's finding is final and binding on the public school employer and the exclusive representative and is a self-executing mandate on certain parties; requiring the parties to the arbitration to share the costs of the arbitration equally; requiring the arbitrator to deliver a copy of the written award to certain parties; establishing as an independent unit of State government a Public School Labor Relations Board to assume certain duties previously held by the State Board of Education; requiring the Public School Labor Relations Board to hear certain~~

1 controversies and disputes; establishing that certain decisions by the Public  
2 School Labor Relations Board are final; requiring the Public School Labor  
3 Relations Board to adopt certain rules and regulations related to the  
4 designation of an exclusive representative; requiring the Public School Labor  
5 Relations Board to supervise certain elections concerning employee  
6 representation; requiring a public school employer and an employee  
7 organization to negotiate in a certain manner under certain circumstances;  
8 including procedures regarding employee transfers and assignments among the  
9 matters a public school employer must meet and negotiate with a certain  
10 employee organization on request; including the discipline and discharge of an  
11 employee for just cause among the matters a public school employer must meet  
12 and negotiate with a certain employee organization on request; establishing  
13 certain processes and requirements for the resolution of disputes over the  
14 negotiability of certain topics; authorizing the Public School Labor Relations  
15 Board to adopt certain regulations, guidelines, and policies; repealing certain  
16 provisions of law regarding the resolution of certain impasses in negotiations;  
17 requiring the Public School Labor Relations Board to facilitate the beginning of  
18 mediation of certain disputes within a certain period of time and in a certain  
19 manner; establishing a certain process for the mediation of certain disputes;  
20 requiring a mediator to conclude certain mediations within a certain period of  
21 time; requiring a public school employer and employee organization to share  
22 certain dispute resolution costs equally; establishing certain processes for  
23 arbitration of certain disputes left unresolved by mediation; requiring the Public  
24 School Labor Relations Board to facilitate certain arbitration processes within a  
25 certain period of time and in a certain manner; requiring the Public School  
26 Labor Relations Board to issue a certain award at the end of arbitration;  
27 subjecting certain negotiated provisions or decisions to certain provisions of law  
28 concerning the fiscal relationship between public school employers and certain  
29 governing bodies; requiring public school employers to renegotiate certain  
30 agreements with employee organizations under certain circumstances in a  
31 certain manner; specifying the manner of appointment, membership, duties,  
32 and responsibilities of the Public School Labor Relations Board; providing for  
33 the staffing of the Public School Labor Relations Board; providing for the  
34 staggering of terms of the members of the Public School Labor Relations Board;  
35 requiring the Public School Labor Relations Board to decide certain  
36 controversies and disputes involving public school employers and employee  
37 organizations; authorizing a member of the Public School Labor Relations Board  
38 to petition a circuit court to seek enforcement of an order of the Public School  
39 Labor Relations Board; providing that a certain hearing and determination  
40 under this Act is a contested case; establishing the significance of certain prior  
41 orders, actions, and opinions of the State Board of Education in deciding certain  
42 matters arising after the enactment of this Act; providing for the application  
43 and construction of this Act; requiring the Public School Labor Relations Board  
44 to report to the General Assembly on or before a certain date; providing for the  
45 termination of this Act; defining certain terms; making stylistic changes; and  
46 generally relating to public school education, collective bargaining, and dispute  
47 resolution.

1 BY repealing and reenacting, with amendments,  
 2 Article – Education  
 3 Section ~~6-401, 6-408, 6-501, and 6-510~~ 2-205(e), 6-401, 6-405(f), 6-408,  
 4 6-501, 6-506(f), 6-510, and 6-511  
 5 Annotated Code of Maryland  
 6 (2008 Replacement Volume)

7 BY adding to  
 8 Article – Education  
 9 Section 6-408.1; and 6-801 through 6-807 to be under the new subtitle  
 10 “Subtitle 8. Public School Labor Relations Board”  
 11 Annotated Code of Maryland  
 12 (2008 Replacement Volume)

13 BY repealing and reenacting, with amendments,  
 14 Article – State Personnel and Pensions  
 15 Section 3-204  
 16 Annotated Code of Maryland  
 17 (2004 Replacement Volume and 2008 Supplement)

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

20 **Article – Education**

21 2-205.

22 (e) (1) Without charge and with the advice of the Attorney General, the  
 23 State Board shall explain the true intent and meaning of the provisions of:

24 (i) This article that are within its jurisdiction; and

25 (ii) The bylaws, rules, and regulations adopted by the Board.

26 (2) [The] EXCEPT AS PROVIDED IN PARAGRAPH (4) OF THIS  
 27 SUBSECTION AND IN TITLE 6, SUBTITLES 4 AND 5 OF THIS ARTICLE, THE Board  
 28 shall decide all controversies and disputes under these provisions.

29 (3) The decision of the Board is final.

30 (4) (I) THE PUBLIC SCHOOL LABOR RELATIONS BOARD  
 31 SHALL DECIDE ANY CONTROVERSY OR DISPUTE ARISING UNDER TITLE 6,  
 32 SUBTITLE 4 OR SUBTITLE 5 OF THIS ARTICLE.

33 (II) A DECISION OF THE PUBLIC SCHOOL LABOR  
 34 RELATIONS BOARD IS FINAL.

1 6-401.

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

3 ~~(b) “ARBITRATE” MEANS THE PRESENTATION TO AN ARBITRATOR FOR~~  
 4 ~~A FINAL AND BINDING DETERMINATION OF A DISPUTE;~~

5 ~~(1) ABOUT THE PROPER APPLICATION OR INTERPRETATION OF A~~  
 6 ~~PROVISION OF THIS SUBTITLE; OR~~

7 ~~(2) ARISING UNDER THIS SUBTITLE.~~

8 ~~(c) “ARBITRATOR” MEANS A NEUTRAL INDIVIDUAL ENGAGED BY A~~  
 9 ~~PUBLIC SCHOOL EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE TO MAKE A~~  
 10 ~~FINAL AND BINDING DETERMINATION OF A DISPUTE UNDER THIS SUBTITLE.~~

11 ~~[(b)] (D) “BOARD” MEANS THE PUBLIC SCHOOL LABOR RELATIONS~~  
 12 ~~BOARD ESTABLISHED UNDER SUBTITLE 8 OF THIS TITLE.~~

13 (c) “Employee organization” means an organization that:

14 (1) Includes certificated employees of a public school employer or  
 15 individuals of equivalent status in Baltimore City; and

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

18 [(c)] ~~(E)~~ (D) (1) “Home and hospital teacher” means a teacher employed by a  
 19 public school employer to provide instructional services to a public school student who  
 20 is unable to function effectively in the classroom setting due to the student’s medical,  
 21 physical, or emotional condition.

22 (2) A home and hospital teacher may teach in:

23 (i) A private home;

24 (ii) A hospital;

25 (iii) A therapeutic center;

26 (iv) A school; or

27 (v) Any other appropriate site.

28 [(d)] ~~(F)~~ (E) (1) “Public school employee” means a certificated professional  
 29 individual who is employed by a public school employer or an individual of equivalent

1 status in Baltimore City, except for a county superintendent or an individual  
2 designated by the public school employer to act in a negotiating capacity as provided  
3 in § 6–408(b) of this subtitle.

4 (2) In Montgomery County, “public school employees” include:

5 (i) Certificated and noncertificated substitute teachers  
6 employed by the public school employer for at least 7 days before March 1 of the school  
7 fiscal year ending June 30, 1978, and each year after; and

8 (ii) Home and hospital teachers employed by the public school  
9 employer for at least 7 days before March 1 of the school fiscal year ending June 30,  
10 2000, and each year after.

11 (3) In Baltimore County, “public school employee” includes:

12 (i) A secondary school nurse, an elementary school nurse, and a  
13 special school nurse; and

14 (ii) Supervisory noncertificated employees as defined under §  
15 6–501(h) of this title.

16 (4) In Frederick County, “public school employee” includes a social  
17 worker employed by a public school employer.

18 (5) In Prince George’s County, “public school employee” includes home  
19 and hospital teachers and Junior Reserve Officer Training Corps (JROTC) instructors.

20 (6) In Charles County and Garrett County, “public school employee”  
21 includes Junior Reserve Officer Training Corps (JROTC) instructors.

22 (7) In Carroll County, “public school employee” includes supervisory  
23 noncertificated employees as defined under § 6–501(h) of this title.

24 [(e)] ~~(G)~~ (F) “Public school employer” means a county board of education or the  
25 Baltimore City Board of School Commissioners.

26 6–405.

27 (f) (1) The [State] Board shall adopt rules and regulations for:

28 (i) Verifying the number of certificated employees of the public  
29 school employer or individuals of equivalent status in Baltimore City who are  
30 members in good standing of an employee organization on the date of the certification  
31 or who have signed a petition under this section; and

1 (ii) Holding elections under this section and the certification of  
 2 their results.

3 (2) The [State] Board shall provide for supervision of these elections.

4 (3) The elections shall be held:

5 (i) In each school facility where public employees are assigned  
 6 on a regularly scheduled school day;

7 (ii) In a manner assuring the secrecy of the ballot; and

8 (iii) On a regular working day for public school employees,  
 9 between June 1 and June 15, inclusive, except in Baltimore City where the elections  
 10 shall be held between November 1 and November 15 following the date on which  
 11 certification of required membership enrollment is made.

12 (4) In any election held under this section, the employee organization  
 13 that receives the largest number of votes cast in a unit shall be declared to be the  
 14 exclusive representative of all public school employees in the unit. If the largest  
 15 number of votes in the election is cast not to have exclusive representation, a  
 16 representative may not be designated for the unit.

17 (5) The public school employer shall provide any assistance required  
 18 in holding the elections.

19 6-408.

20 (a) [(1) In this section, “negotiate” includes the duty to:

21 (i) Confer in good faith, at all reasonable times; and

22 (ii) Reduce to writing the matters agreed on as a result of the  
 23 negotiations.

24 (2)] **WHEN A PUBLIC SCHOOL EMPLOYER AND AN ~~EXCLUSIVE~~**  
 25 **~~REPRESENTATIVE~~ EMPLOYEE ORGANIZATION NEGOTIATE UNDER THIS**  
 26 **SECTION, THE PUBLIC SCHOOL EMPLOYER AND THE ~~EXCLUSIVE~~**  
 27 **~~REPRESENTATIVE~~ EMPLOYEE ORGANIZATION SHALL:**

28 (1) **CONFER IN GOOD FAITH, AT ALL REASONABLE TIMES;**

29 (2) **HONOR AND ADMINISTER EXISTING AGREEMENTS;**

30 (3) **MAKE EVERY REASONABLE EFFORT TO CONCLUDE**  
 31 **NEGOTIATIONS WITH A FINAL WRITTEN AGREEMENT IN A TIMELY MANNER; AND**

1 (4) **REDUCE TO WRITING THE MATTERS AGREED ON AS A RESULT**  
2 **OF THE NEGOTIATIONS.**

3 (B) The agreements ~~may~~ ~~SHALL~~ provide for binding arbitration of the  
4 grievances arising under the agreement that the parties have agreed to be subject to  
5 arbitration.

6 [(b)] (C) (1) On request a public school employer or at least two of its  
7 designated representatives shall meet and negotiate with at least two representatives  
8 of the employee organization that is designated as the exclusive negotiating agent for  
9 the public school employees in a unit of the county on all matters that relate to:

10 ~~(I)~~ salaries~~,~~

11 ~~(II)~~ wages~~,~~

12 ~~(III)~~ hours~~,~~ and

13 ~~(IV)~~ other working conditions, **INCLUDING PROCEDURES**  
14 **REGARDING EMPLOYEE TRANSFERS AND ASSIGNMENTS.**

15 (2) Except as provided in paragraph (3) of this subsection, a public  
16 school employer or at least two of its designated representatives may negotiate with at  
17 least two representatives of the employee organization that is designated as the  
18 exclusive negotiating agent for the public school employees in a unit of the county on  
19 other matters that are mutually agreed to by the employer and the employee  
20 organization.

21 (3) A public school employer may not negotiate the school calendar,  
22 the maximum number of students assigned to a class, or any matter that is precluded  
23 by applicable statutory law.

24 ~~(4)~~ A matter that is not subject to negotiation under paragraph (2) of  
25 this subsection because it has not been mutually agreed to by the employer and the  
26 employee organization may not be raised in any action taken to resolve an impasse  
27 under subsection (d) of this section.

28 **(5) (I) IF A PUBLIC SCHOOL EMPLOYER AND AN EMPLOYEE**  
29 **ORGANIZATION DISPUTE WHETHER A PROPOSED TOPIC FOR NEGOTIATION IS A**  
30 **MANDATORY, PERMISSIVE, OR ILLEGAL TOPIC OF BARGAINING, EITHER PARTY**  
31 **MAY SUBMIT A REQUEST FOR A DECISION IN WRITING TO THE BOARD FOR FINAL**  
32 **RESOLUTION OF THE DISPUTE.**

33 **(II) A REQUEST FOR A DECISION SHALL:**



1                   **1. CLEARLY IDENTIFY EACH TOPIC OF BARGAINING**  
 2 **FOR WHICH THE PARTY IS REQUESTING A DECISION; AND**

3                   **2. BE MADE BEFORE THE BOARD DETERMINES THAT**  
 4 **AN IMPASSE HAS BEEN REACHED.**

5                   **(III) IF THE BOARD RECEIVES A REQUEST FOR A DECISION,**  
 6 **WITHIN 7 DAYS AFTER RECEIPT OF THE REQUEST THE BOARD SHALL ISSUE A**  
 7 **LETTER TO THE PUBLIC SCHOOL EMPLOYER AND THE EMPLOYEE**  
 8 **ORGANIZATION, THAT REQUESTS WRITTEN BRIEFS IN SUPPORT OF THEIR**  
 9 **RESPECTIVE POSITIONS.**

10                   **(IV) WITHIN 7 DAYS AFTER RECEIPT OF A REQUEST FROM**  
 11 **THE BOARD FOR WRITTEN BRIEFS, THE PUBLIC SCHOOL EMPLOYER AND THE**  
 12 **EMPLOYEE ORGANIZATION SHALL DELIVER TO THE BOARD A WRITTEN BRIEF**  
 13 **ON THE ISSUE OF WHETHER THE TOPIC IS MANDATORY, PERMISSIVE, OR**  
 14 **ILLEGAL IN NATURE.**

15                   **(V) AFTER RECEIPT OF WRITTEN BRIEFS FROM THE PUBLIC**  
 16 **SCHOOL EMPLOYER AND THE EMPLOYEE ORGANIZATION, THE BOARD SHALL:**

17                   **1. CONSIDER THE MERITS OF EACH PARTY'S**  
 18 **ARGUMENTS;**

19                   **2. RENDER A DECISION DETERMINING WHETHER**  
 20 **THE TOPIC OF NEGOTIATION IS MANDATORY, PERMISSIVE, OR ILLEGAL; AND**

21                   **3. ISSUE THE WRITTEN DECISION TO THE PARTIES**  
 22 **WITHIN 14 DAYS AFTER RECEIVING THE WRITTEN BRIEFS.**

23                   **(VI) 1. THE BOARD MAY ADOPT REGULATIONS,**  
 24 **GUIDELINES, AND POLICIES TO CARRY OUT ITS RIGHTS AND RESPONSIBILITIES**  
 25 **UNDER THIS SECTION.**

26                   **2. TO RESOLVE DISPUTES UNDER THIS SECTION,**  
 27 **THE BOARD SHALL DEVELOP A BALANCING TEST TO DETERMINE WHETHER THE**  
 28 **IMPACT OF THE MATTER ON THE SCHOOL SYSTEM AS A WHOLE CLEARLY**  
 29 **OUTWEIGHS THE DIRECT IMPACT ON THE TEACHERS OR EMPLOYEES.**

30                   ~~(5)~~ **(6)**           In Montgomery County, the exclusive negotiating agent for  
 31 the public school employees in a unit and the public school employer shall meet and  
 32 negotiate under this section the salaries, wages, hours, and other working conditions  
 33 of all persons actually employed as substitute teachers or home and hospital teachers.

1            [(c)] (D)        The designation of representatives by the employer under this  
 2 section does not prevent the designated employee organization from appearing before  
 3 or making proposals to the public school employer at a public meeting or hearing.

4            ~~[(d)] (E)~~        (1)    If, on the request of either party, the ~~State Superintendent~~  
 5 **BOARD** determines from the facts that an impasse is reached in negotiations between  
 6 a public school employer and an employee organization that is designated as an  
 7 exclusive negotiating agent, ~~the assistance and advice of the State Board may be~~  
 8 ~~requested, with the consent of both parties.~~

9            ~~(2)        If consent is not given and at the request of either party, a panel~~  
 10 ~~shall be named to aid in resolving the differences.~~

11            ~~(3)        The panel shall contain three individuals chosen as follows:~~

12            ~~(i)        One member is to be named by each party within 3 days;~~  
 13 ~~and~~

14            ~~(ii)       The third member is to be chosen by the other two members~~  
 15 ~~within 10 days after the request.~~

16            ~~(4)        The State Board or the panel selected shall meet with the parties~~  
 17 ~~to aid in resolving the differences, and, if the matter is not resolved, shall make a~~  
 18 ~~written report and recommendation within 30 days after the request.~~

19            ~~(5)        A copy of the report shall be sent to the representatives of the~~  
 20 ~~public school employer and the employee organization.~~

21            ~~(6)        All costs of mediation shall be shared by the public school employer~~  
 22 ~~and the employee organization.~~

23            ~~(7)        Notwithstanding any other provision of this subtitle, the public~~  
 24 ~~school employer shall make the final determination as to matters that have been the~~  
 25 ~~subject of negotiation, but this final determination~~ **THE BOARD SHALL WITHIN 10**  
 26 **CALENDAR DAYS:**

27            **(I)        REQUEST LAST AND BEST OFFERS FROM THE PUBLIC**  
 28 **SCHOOL EMPLOYER AND THE EMPLOYEE ORGANIZATION; AND**

29            **(II)       ORDER THE PUBLIC SCHOOL EMPLOYER AND THE**  
 30 **EMPLOYEE ORGANIZATION TO COMMENCE MEDIATION WITHIN 14 DAYS AFTER**  
 31 **THE BOARD'S DETERMINATION THAT AN IMPASSE HAS BEEN REACHED.**

32            **(2)        THE LAST AND BEST OFFERS SHALL LIST SEPARATELY EVERY**  
 33 **TERM OR CONDITION FOR EMPLOYMENT IN DISPUTE AND THE DEMAND OF THE**  
 34 **PARTY MAKING THE LAST AND BEST OFFER.**

1           **(3) WITHIN 5 CALENDAR DAYS AFTER AN ORDER TO MEDIATE,**  
2 **THE PARTIES SHALL SELECT A MEDIATOR BY:**

3                   **(I) AGREEMENT; OR**

4                   **(II) ALTERNATE STRIKING FROM A LIST OF SEVEN NEUTRAL**  
5 **PARTIES FURNISHED BY:**

6                           **1. THE FEDERAL MEDIATION AND CONCILIATION**  
7 **SERVICE; OR**

8                           **2. THE AMERICAN ARBITRATION ASSOCIATION.**

9           **(4) THE MEDIATOR SHALL CONCLUDE THE MEDIATION WITHIN 25**  
10 **DAYS AFTER CONVENING THE FIRST MEDIATION SESSION.**

11           **(5) IF THE PUBLIC SCHOOL EMPLOYER AND THE EMPLOYEE**  
12 **ORGANIZATION DO NOT REACH AGREEMENT BEFORE CONCLUDING THE**  
13 **MEDIATION, THE MEDIATOR SHALL ISSUE A WRITTEN OFFER TO BOTH PARTIES**  
14 **AND THE BOARD OF SETTLEMENT OF ALL MATTERS RAISED.**

15           **(6) WITHIN 5 DAYS AFTER RECEIVING THE PROPOSED**  
16 **SETTLEMENT, THE PUBLIC SCHOOL EMPLOYER AND THE EMPLOYEE**  
17 **ORGANIZATION EACH SHALL NOTIFY THE MEDIATOR OF ITS INTENT TO:**

18                   **(I) ACCEPT THE WRITTEN PROPOSED SETTLEMENT; OR**

19                   **(II) DECLINE THE PROPOSED SETTLEMENT AND REQUEST**  
20 **ARBITRATION BEFORE THE BOARD.**

21           **(7) THE PUBLIC SCHOOL EMPLOYER AND THE EMPLOYEE**  
22 **ORGANIZATION SHALL SHARE THE COSTS OF THE MEDIATOR EQUALLY.**

23           **(8) IF EITHER PARTY DECLINES THE PROPOSED SETTLEMENT**  
24 **AND REQUESTS ARBITRATION, THE BOARD SHALL, WITHIN 5 CALENDAR DAYS,**  
25 **SET A DATE FOR AN ARBITRATION HEARING BEFORE THE BOARD.**

26           **(9) THE BOARD SHALL:**

27                   **(I) OPEN THE ARBITRATION RECORD WITHIN 20 DAYS**  
28 **AFTER RECEIVING EITHER PARTY'S DECISION TO DECLINE THE MEDIATOR'S**  
29 **PROPOSAL;**

30                   **(II) CONVENE A HEARING;**

1                    (III) HEAR TESTIMONY FROM AND RECEIVE SUPPORTING  
2 WRITTEN EVIDENCE, AS PROVIDED IN AN ORDER OF THE BOARD, FROM THE  
3 PUBLIC SCHOOL EMPLOYER, THE EMPLOYEE ORGANIZATION, AND THE  
4 MEDIATOR;

5                    (IV) ADMINISTER OATHS TO WITNESSES DEEMED RELEVANT  
6 AND CALLED BY THE BOARD;

7                    (V) ISSUE SUBPOENAS TO COMPEL THE PRODUCTION OF  
8 RELEVANT AND NONPRIVILEGED DOCUMENTS AND OTHER TANGIBLE EVIDENCE  
9 THAT WOULD ALSO BE SUBJECT TO PRODUCTION BEFORE A HEARING OR AT A  
10 HEARING UNDER TITLE 10, SUBTITLE 6, PART III OF THE STATE GOVERNMENT  
11 ARTICLE;

12                    (VI) DECIDE WHETHER TO HEAR EVIDENCE OFFERED  
13 THROUGH AN ATTORNEY; AND

14                    (VII) RECEIVE AND CONSIDER ALL EVIDENCE CONSIDERED  
15 RELEVANT BY THE BOARD, INCLUDING:

16                    1. THE WAGES, HOURS, WORKING CONDITIONS, OR  
17 OTHER TERMS AND CONDITIONS OF EMPLOYMENT OF SIMILAR PUBLIC  
18 EMPLOYEES IN COMPARABLE SURROUNDING JURISDICTIONS AND COMPARABLE  
19 JURISDICTIONS OUTSIDE OF THE STATE; AND

20                    2. THE ABILITY OF THE PUBLIC SCHOOL EMPLOYER  
21 AND THE COUNTY SERVED BY THE PUBLIC SCHOOL EMPLOYER TO PAY FROM  
22 THE COUNTY'S GENERAL FUND THE COSTS OF THE FINAL OFFERS PROPOSED  
23 AND OTHER PERSONNEL COSTS.

24                    (10) THE BOARD SHALL CONCLUDE THE HEARING BY ISSUING A  
25 WRITTEN ORDER WITHIN 20 DAYS AFTER THE ARBITRATION RECORD IS  
26 OPENED.

27                    (11) THE BOARD SHALL ISSUE THE WRITTEN AWARD THAT  
28 SELECTS AND ADOPTS:

29                    (I) THE COMPLETE FINAL OFFER OF THE PUBLIC SCHOOL  
30 EMPLOYER;

31                    (II) THE COMPLETE FINAL OFFER OF THE EMPLOYEE  
32 ORGANIZATION; OR

33                    (III) THE MEDIATOR'S COMPLETE OFFER OF SETTLEMENT.

1           **(12) THE BOARD'S WRITTEN AWARD IS FINAL AND BINDING ON**  
 2 **THE PUBLIC SCHOOL EMPLOYER AND THE EMPLOYEE ORGANIZATION.**

3           **(13) THE PUBLIC SCHOOL EMPLOYER AND THE EMPLOYEE**  
 4 **ORGANIZATION SHALL SHARE THE COSTS OF THE HEARING EQUALLY.**

5           **(14) ANY NEGOTIATED PROVISION OR DECISION OF THE BOARD** is  
 6 subject to the other provisions of this article concerning the fiscal relationship between  
 7 the public school employer and the county commissioners, county council, and Mayor  
 8 and City Council of Baltimore City.‡

9           ~~**(E) (1) IF A PUBLIC SCHOOL EMPLOYER AND AN EXCLUSIVE**~~  
 10 ~~**REPRESENTATIVE DO NOT CONCLUDE NEGOTIATIONS WITH A FINAL WRITTEN**~~  
 11 ~~**AGREEMENT WITHIN 30 CALENDAR DAYS AFTER THE FIRST BARGAINING**~~  
 12 ~~**SESSION UNDER SUBSECTION (C) OF THIS SECTION IS CONDUCTED, UPON THE**~~  
 13 ~~**WRITTEN DEMAND OF EITHER THE PUBLIC SCHOOL EMPLOYER OR THE**~~  
 14 ~~**EXCLUSIVE REPRESENTATIVE, THE PUBLIC SCHOOL EMPLOYER AND THE**~~  
 15 ~~**EXCLUSIVE REPRESENTATIVE SHALL MEDIATE ALL DIFFERENCES.**~~

16           ~~**(3) THE PARTY DEMANDING MEDIATION UNDER PARAGRAPH (1)**~~  
 17 ~~**OF THIS SUBSECTION SHALL DELIVER A COPY OF THE DEMAND TO THE STATE**~~  
 18 ~~**SUPERINTENDENT.**~~

19           ~~**(4) UPON THE CONSENT OF THE PUBLIC SCHOOL EMPLOYER AND**~~  
 20 ~~**THE EXCLUSIVE REPRESENTATIVE, THE ASSISTANCE AND ADVICE OF THE STATE**~~  
 21 ~~**SUPERINTENDENT MAY BE REQUESTED TO HELP RESOLVE THE ISSUES AT**~~  
 22 ~~**IMPASSE.**~~

23           ~~**(5) WITHIN 10 CALENDAR DAYS AFTER A DEMAND FOR**~~  
 24 ~~**MEDIATION IS MADE, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE**~~  
 25 ~~**REPRESENTATIVE SHALL SELECT A NEUTRAL MEDIATOR TO CONDUCT THE**~~  
 26 ~~**MEDIATION, EITHER BY:**~~

27                     ~~**(I) AGREEMENT; OR**~~

28                     ~~**(II) ALTERNATE STRIKING FROM A LIST OF SEVEN NEUTRAL**~~  
 29 ~~**PARTIES FURNISHED BY:**~~

30                             ~~**1. THE FEDERAL MEDIATION AND CONCILIATION**~~  
 31 ~~**SERVICE; OR**~~

32                             ~~**2. THE AMERICAN ARBITRATION SERVICE.**~~

1           ~~(6) MEDIATION SHALL COMMENCE WITHIN 15 DAYS AFTER A~~  
2 ~~NEUTRAL PARTY IS SELECTED.~~

3           ~~(7) MEDIATION SHALL CONCLUDE WITHIN 25 DAYS AFTER THE~~  
4 ~~NEUTRAL PARTY IS SELECTED.~~

5           ~~(8) THE MEDIATOR SHALL NOT ISSUE WRITTEN FINDINGS OR~~  
6 ~~OTHER DOCUMENTS CONCERNING DIFFERENCES BETWEEN THE PUBLIC~~  
7 ~~SCHOOL EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE, UNLESS THE~~  
8 ~~PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE AGREE.~~

9           ~~(9) THE PARTIES TO THE MEDIATION SHALL SHARE THE COSTS~~  
10 ~~OF THE MEDIATOR EQUALLY.~~

11           ~~(F) (1) IF A WRITTEN AGREEMENT IS NOT REACHED AFTER~~  
12 ~~MEDIATION, OR WITHIN 25 DAYS AFTER THE NEUTRAL PARTY IS SELECTED,~~  
13 ~~UPON DEMAND OF THE PUBLIC SCHOOL EMPLOYER OR THE EXCLUSIVE~~  
14 ~~REPRESENTATIVE, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE~~  
15 ~~REPRESENTATIVE SHALL ARBITRATE ALL DIFFERENCES.~~

16           ~~(2) THE PARTY DEMANDING ARBITRATION UNDER PARAGRAPH~~  
17 ~~(1) OF THIS SUBSECTION SHALL DELIVER A COPY OF THE DEMAND TO THE~~  
18 ~~STATE SUPERINTENDENT.~~

19           ~~(3) WITHIN 10 CALENDAR DAYS AFTER A DEMAND FOR~~  
20 ~~ARBITRATION IS MADE, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE~~  
21 ~~REPRESENTATIVE SHALL SELECT AN ARBITRATOR TO CONDUCT THE~~  
22 ~~ARBITRATION, EITHER BY:~~

23                   ~~(I) AGREEMENT; OR~~

24                   ~~(II) ALTERNATE STRIKING FROM A LIST OF SEVEN~~  
25 ~~ARBITRATORS WHO ARE MEMBERS OF NATIONAL ACADEMY OF ARBITRATORS~~  
26 ~~FURNISHED BY:~~

27                           ~~1. THE FEDERAL MEDIATION AND CONCILIATION~~  
28 ~~SERVICE; OR~~

29                           ~~2. THE AMERICAN ARBITRATION SERVICE.~~

30           ~~(4) ARBITRATION SHALL COMMENCE WITHIN 5 DAYS AFTER AN~~  
31 ~~ARBITRATOR IS SELECTED.~~

1           ~~(5) ARBITRATION COMMENCES WHEN THE PUBLIC SCHOOL~~  
2 ~~EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE EXCHANGE LAST AND BEST~~  
3 ~~OFFERS.~~

4           ~~(6) THE LAST AND BEST OFFERS SHALL LIST SEPARATELY EVERY~~  
5 ~~TERM OR CONDITION OF EMPLOYMENT IN DISPUTE AND THE DEMAND OF THE~~  
6 ~~PARTY MAKING THE LAST AND BEST OFFER.~~

7           ~~(7) THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE~~  
8 ~~REPRESENTATIVE SHALL EACH DELIVER A COPY OF THEIR LAST AND BEST~~  
9 ~~OFFER TO THE ARBITRATOR.~~

10           ~~(8) THE ARBITRATOR SHALL:~~

11                   ~~(I) OPEN THE ARBITRATION RECORD WITHIN 25 DAYS~~  
12 ~~AFTER AN ARBITRATOR IS SELECTED;~~

13                   ~~(II) CONVENE AND ADJOURN A HEARING;~~

14                   ~~(III) ADMINISTER OATHS;~~

15                   ~~(IV) ISSUE SUBPOENAS DUCES TECUM TO COMPEL THE~~  
16 ~~PRODUCTION OF RELEVANT AND NONPRIVILEGED DOCUMENTS AND OTHER~~  
17 ~~TANGIBLE EVIDENCE TO BE PRODUCED AT A TIME PRIOR TO A HEARING OR AT A~~  
18 ~~HEARING;~~

19                   ~~(V) ISSUE SUBPOENAS TO COMPEL THE ATTENDANCE AND~~  
20 ~~TESTIMONY OF WITNESSES;~~

21                   ~~(VI) SEQUESTER WITNESSES, IF REQUESTED;~~

22                   ~~(VII) DECIDE WHETHER TO HEAR EVIDENCE THROUGH A~~  
23 ~~PROFFER; AND~~

24                   ~~(VIII) RECEIVE AND CONSIDER EVIDENCE REGARDING:~~

25                           ~~(I) THE WAGES, HOURS, WORKING CONDITIONS, OR~~  
26 ~~OTHER TERMS AND CONDITIONS OF EMPLOYMENT OF SIMILAR PUBLIC~~  
27 ~~EMPLOYEES IN COMPARABLE SURROUNDING JURISDICTIONS AND IN~~  
28 ~~COMPARABLE JURISDICTIONS OUTSIDE OF THE STATE;~~

29                           ~~(II) THE INTERESTS AND WELFARE OF THE PUBLIC~~  
30 ~~AND THE REASONABLE INTERESTS OF THE EMPLOYEES REPRESENTED;~~

1                   ~~(III) THE VALUE TO THE PUBLIC OF THE SERVICES~~  
2 ~~PERFORMED BY THE EMPLOYEES REPRESENTED;~~

3                   ~~(IV) THE VALUE OF COLLABORATIVE~~  
4 ~~LABOR MANAGEMENT PROGRAMS DESIGNED TO ENHANCE EDUCATIONAL~~  
5 ~~QUALITY, STAFF DEVELOPMENT, SCHOOL-BASED DECISION-MAKING, JOINT~~  
6 ~~LABOR MANAGEMENT COMMITTEES AND OTHER EXAMPLES OF FUNCTIONAL~~  
7 ~~COOPERATION BETWEEN EDUCATORS AND MANAGEMENT; AND~~

8                   ~~(V) THE ABILITY OF THE PUBLIC SCHOOL EMPLOYER~~  
9 ~~AND THE COUNTY SERVED BY THE PUBLIC SCHOOL EMPLOYER TO FUND THE~~  
10 ~~FINAL OFFERS PROPOSED AND OTHER PERSONNEL COSTS PAID FROM THE~~  
11 ~~COUNTY'S GENERAL FUND.~~

12                   ~~(9) THE ARBITRATOR HAS FULL AUTHORITY TO HEAR AND~~  
13 ~~DECIDE ALL ISSUES IN DISPUTE, INCLUDING MATTERS OF PROCEDURE AND THE~~  
14 ~~SCOPE OF THE ARBITRATION.~~

15                   ~~(10) THE ARBITRATOR SHALL CONCLUDE THE ARBITRATION~~  
16 ~~WITHIN 30 DAYS OF THE RECORD BEING OPENED BY ISSUING A WRITTEN~~  
17 ~~AWARD.~~

18                   ~~(11) THE ARBITRATOR SHALL ISSUE THE WRITTEN AWARD WITHIN~~  
19 ~~SEVEN DAYS AFTER THE ARBITRATION RECORD IS CLOSED.~~

20                   ~~(12) FOR EACH TERM OR CONDITION IN DISPUTE, THE~~  
21 ~~ARBITRATOR SHALL SUSTAIN EITHER THE LAST AND FINAL OFFER OF THE~~  
22 ~~PUBLIC SCHOOL EMPLOYER OR THE LAST AND FINAL OFFER OF THE EXCLUSIVE~~  
23 ~~REPRESENTATIVE.~~

24                   ~~(13) THE ARBITRATOR'S FINDING ON AN ISSUE IN DISPUTE IS:~~

25                   ~~(I) FINAL AND BINDING ON THE PUBLIC SCHOOL~~  
26 ~~EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE; AND~~

27                   ~~(II) A SELF-EXECUTING MANDATE ON THE PUBLIC SCHOOL~~  
28 ~~EMPLOYER AND THE GOVERNING BODY OF THE COUNTY SERVED BY THE PUBLIC~~  
29 ~~SCHOOL EMPLOYER.~~

30                   ~~(14) THE WRITTEN AWARD IS SUBJECT TO OTHER PROVISIONS OF~~  
31 ~~THIS ARTICLE CONCERNING THE FISCAL RELATIONSHIP BETWEEN THE PUBLIC~~  
32 ~~SCHOOL EMPLOYER AND THE GOVERNING BODY OF A COUNTY.~~



1           ~~(15) THE ARBITRATOR SHALL DELIVER A COPY OF THE WRITTEN~~  
2 ~~AWARD TO THE PUBLIC SCHOOL EMPLOYER, THE EXCLUSIVE REPRESENTATIVE,~~  
3 ~~AND THE STATE SUPERINTENDENT.~~

4           ~~(16) THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE~~  
5 ~~REPRESENTATIVE MAY AGREE TO WAIVE THE TIME LIMITS UNDER THIS~~  
6 ~~SUBSECTION.~~

7           ~~(17) THE PARTIES TO THE ARBITRATION SHALL SHARE THE COSTS~~  
8 ~~OF THE ARBITRATION EQUALLY.~~

9           ~~(G) (1) THIS SUBSECTION APPLIES TO A DISPUTE BETWEEN A PUBLIC~~  
10 ~~SCHOOL EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE CONCERNING:~~

11                   ~~(I) THE APPLICATION OR INTERPRETATION OF THIS~~  
12 ~~SUBTITLE;~~

13                   ~~(II) THE DUTY TO BARGAIN; OR~~

14                   ~~(III) AN ALLEGED UNFAIR LABOR PRACTICE.~~

15           ~~(2) ON DEMAND OF THE PUBLIC SCHOOL EMPLOYER OR THE~~  
16 ~~EXCLUSIVE REPRESENTATIVE, THE PUBLIC SCHOOL EMPLOYER AND THE~~  
17 ~~EXCLUSIVE REPRESENTATIVE SHALL ARBITRATE A DISPUTE.~~

18           ~~(3) THE PARTY DEMANDING ARBITRATION SHALL DELIVER A~~  
19 ~~COPY OF THE DEMAND TO THE PARTY AGAINST WHOM THE DEMAND IS MADE~~  
20 ~~AND THE STATE SUPERINTENDENT.~~

21           ~~(4) WITHIN 10 CALENDAR DAYS AFTER A DEMAND FOR~~  
22 ~~ARBITRATION IS MADE, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE~~  
23 ~~REPRESENTATIVE SHALL SELECT AN ARBITRATOR TO CONDUCT THE~~  
24 ~~ARBITRATION, EITHER BY:~~

25                   ~~(I) AGREEMENT; OR~~

26                   ~~(II) ALTERNATE STRIKING FROM A LIST OF SEVEN~~  
27 ~~ARBITRATORS WHO ARE MEMBERS OF NATIONAL ACADEMY OF ARBITRATORS~~  
28 ~~FURNISHED BY:~~

29                           ~~1. THE FEDERAL MEDIATION AND CONCILIATION~~  
30 ~~SERVICE; OR~~

31                           ~~2. THE AMERICAN ARBITRATION SERVICE.~~

1           ~~(5) THE ARBITRATOR SHALL COMMENCE THE ARBITRATION~~  
2 ~~WITHIN 25 DAYS AFTER THE ARBITRATOR IS SELECTED.~~

3           ~~(6) THE ARBITRATOR MAY:~~

4                   ~~(I) CONVENE AND ADJOURN A HEARING;~~

5                   ~~(II) ADMINISTER OATHS;~~

6                   ~~(III) ISSUE SUBPOENAS DUCES TECUM TO COMPEL THE~~  
7 ~~PRODUCTION OF RELEVANT AND NON-PRIVILEGED DOCUMENTS AND OTHER~~  
8 ~~TANGIBLE EVIDENCE TO BE PRODUCED AT A TIME PRIOR TO A HEARING OR AT A~~  
9 ~~HEARING;~~

10                   ~~(IV) ISSUE SUBPOENAS TO COMPEL THE ATTENDANCE AND~~  
11 ~~TESTIMONY OF WITNESSES;~~

12                   ~~(V) SEQUESTER WITNESSES, IF REQUESTED;~~

13                   ~~(VI) DECIDE WHETHER TO HEAR EVIDENCE THROUGH A~~  
14 ~~PROFFER;~~

15                   ~~(VII) HAVE FULL AUTHORITY TO HEAR AND DECIDE ALL~~  
16 ~~ISSUES IN DISPUTE, INCLUDING MATTERS OF PROCEDURE AND THE SCOPE OF~~  
17 ~~THE ARBITRATION; AND~~

18                   ~~(IX) RECEIVE AND CONSIDER RELEVANT EVIDENCE,~~  
19 ~~INCLUDING EVIDENCE UNDER SUBSECTION (F)(8)(VII) OF THIS SECTION.~~

20           ~~(7) A PRIOR ORDER, ACTION, OR OPINION ISSUED BY THE STATE~~  
21 ~~BOARD BEFORE THE ENACTMENT OF THIS SUBSECTION DOES NOT CONSTITUTE~~  
22 ~~BINDING PRECEDENT IN ARBITRATION AFTER THE ENACTMENT OF THIS~~  
23 ~~SUBSECTION.~~

24           ~~(8) THE ARBITRATOR SHALL CONCLUDE THE ARBITRATION~~  
25 ~~WITHIN 30 DAYS OF THE RECORD BEING OPENED BY ISSUING A WRITTEN~~  
26 ~~RULING.~~

27           ~~(9) THE ARBITRATOR SHALL ISSUE THE RULING WITHIN SEVEN~~  
28 ~~DAYS AFTER THE ARBITRATION RECORD IS CLOSED.~~

29           ~~(10) THE ARBITRATOR'S RULING IS:~~

30                   ~~(I) FINAL AND BINDING ON THE PUBLIC SCHOOL~~  
31 ~~EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE; AND~~

1                   ~~(H) A SELF-EXECUTING MANDATE ON THE PARTIES TO THE~~  
 2 ~~COLLECTIVE BARGAINING AGREEMENT.~~

3                   ~~(11) THE PARTIES TO THE ARBITRATION SHALL EQUALLY SHARE~~  
 4 ~~THE COSTS OF THE ARBITRATION.~~

5                   ~~(12) THE ARBITRATOR SHALL DELIVER A COPY OF THE WRITTEN~~  
 6 ~~AWARD TO THE PUBLIC SCHOOL EMPLOYER, THE EXCLUSIVE REPRESENTATIVE,~~  
 7 ~~AND THE STATE SUPERINTENDENT.~~

8 **6-408.1.**

9                   IF A FISCAL AUTHORITY DOES NOT APPROVE ENOUGH FUNDS TO  
 10 IMPLEMENT THE NEGOTIATED AGREEMENT, THE PUBLIC SCHOOL EMPLOYER  
 11 SHALL RENEGOTIATE THE FUNDS ALLOCATED FOR THESE PURPOSES BY THE  
 12 FISCAL AUTHORITY WITH THE EMPLOYEE ORGANIZATION BEFORE THE PUBLIC  
 13 SCHOOL EMPLOYER MAKES A FINAL DETERMINATION IN ACCORDANCE WITH A  
 14 TIMETABLE AND PROCEDURE ESTABLISHED BY THE BOARD.

15 **6-501.**

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

17           ~~(B) “ARBITRATE” MEANS THE PRESENTATION TO AN ARBITRATOR FOR~~  
 18 ~~A FINAL AND BINDING DETERMINATION OF A DISPUTE;~~

19           ~~(1) ABOUT THE PROPER APPLICATION OR INTERPRETATION OF A~~  
 20 ~~PROVISION OF THIS SUBTITLE; OR~~

21           ~~(2) ARISING UNDER THIS SUBTITLE.~~

22           ~~(C) “ARBITRATOR” MEANS A NEUTRAL INDIVIDUAL ENGAGED BY A~~  
 23 ~~PUBLIC SCHOOL EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE TO MAKE A~~  
 24 ~~FINAL AND BINDING DETERMINATION OF A DISPUTE UNDER THIS SUBTITLE.~~

25           ~~{(b)}~~ ~~(D)~~ **“BOARD” MEANS THE PUBLIC SCHOOL LABOR RELATIONS**  
 26 **BOARD ESTABLISHED UNDER SUBTITLE 8 OF THIS TITLE.**

27           (C) “Confidential employee” includes an individual whose employment  
 28 responsibilities require knowledge of the public school employer’s posture in the  
 29 collective negotiation process, as determined by the public school employer in  
 30 negotiations with an employee organization that requests negotiation on this issue.

31           [(c)] ~~(E)~~ **(D)** “Employee organization” means an organization that:

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

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

4 [(d)] ~~(F)~~ **(E)** “Management personnel” includes an individual who is engaged  
5 mainly in executive and managerial functions, as determined by the public school  
6 employer in negotiation with an employee organization that requests negotiation on  
7 this issue.

8 [(e)] ~~(G)~~ **(F)** “Noncertificated employee”, in Montgomery County, means only a  
9 full-time employee.

10 [(f)] ~~(H)~~ **(G)** (1) “Public school employee” means a noncertificated  
11 individual who is employed for at least 9 months a year on a full-time basis by a  
12 public school employer.

13 (2) “Public school employee” includes a noncertificated employee in  
14 Baltimore City notwithstanding that the noncertificated employee does not work for at  
15 least 9 months a year on a full-time basis.

16 (3) “Public school employee” does not include:

17 (i) Management personnel;

18 (ii) A confidential employee; or

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

21 [(g)] ~~(I)~~ **(H)** (1) “Public school employer” means the county board in each  
22 county.

23 (2) “Public school employer” includes the Baltimore City Board of  
24 School Commissioners.

25 [(h)] ~~(J)~~ **(I)** “Supervisory employee” includes any individual who responsibly  
26 directs the work of other employees, as determined by the public school employer in  
27 negotiation with an employee organization that requests negotiation on this issue.

28 6-506.

29 (f) (1) The [State] Board shall adopt rules and regulations for:

1                   (i) Verifying the number of public school employees who are  
2 members in good standing of an employee organization on the date of the certification  
3 or who have signed a petition under this section; and

4                   (ii) Holding elections under this section and the certification of  
5 their results.

6                   (2) The [State] Board shall provide for supervision of these elections.

7                   (3) The elections shall be held:

8                   (i) In each school facility where public school employees are  
9 assigned on a regularly scheduled school day;

10                  (ii) In a manner assuring the secrecy of the ballot; and

11                  (iii) On a regular working day for public school employees,  
12 between June 1 and June 15, inclusive.

13                   (4) In all elections held under this section, the employee organization  
14 that receives a majority of the votes cast in a unit shall be declared to be the exclusive  
15 representative of all public school employees in the unit. If a majority of the votes in  
16 the election are cast not to have exclusive representation, a representative may not be  
17 designated for the unit.

18                   (5) The two choices on the ballot that receive the most votes shall be  
19 placed on a ballot for a runoff election that shall be held in the same manner as the  
20 original election if:

21                   (i) More than one employee organization is on the ballot;

22                   (ii) No employee organization obtains a majority of the votes;  
23 and

24                   (iii) A majority of the votes is not for “not to have exclusive  
25 representation”.

26                   (6) The public school employer shall provide any assistance required  
27 in conducting the elections.

28 6–510.

29                   (a) [(1) In this section, “negotiate” includes the duty to:

30                   (i) Confer in good faith, at all reasonable times; and

1 (ii) Reduce to writing the matters agreed on as a result of the  
2 negotiations.

3 (2)] ~~WHEN A PUBLIC SCHOOL EMPLOYER AND AN EXCLUSIVE~~  
4 ~~REPRESENTATIVE EMPLOYEE ORGANIZATION NEGOTIATE UNDER THIS~~  
5 ~~SECTION, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE~~  
6 ~~REPRESENTATIVE EMPLOYEE ORGANIZATION SHALL:~~

7 (1) CONFER IN GOOD FAITH, AT ALL REASONABLE TIMES;

8 (2) HONOR AND ADMINISTER EXISTING AGREEMENTS;

9 (3) MAKE EVERY REASONABLE EFFORT TO CONCLUDE  
10 NEGOTIATIONS WITH A FINAL WRITTEN AGREEMENT IN A TIMELY MANNER; AND

11 (4) REDUCE TO WRITING THE MATTERS AGREED ON AS A RESULT  
12 OF THE NEGOTIATIONS.

13 (B) The agreements ~~may~~ ~~SHALL~~ provide for binding arbitration of the  
14 grievances arising under the agreement that the parties have agreed to be subject to  
15 arbitration.

16 [(b)] (C) (1) On request, a public school employer or at least two of its  
17 designated representatives shall meet and negotiate with at least two representatives  
18 of the employee organization that is designated as the exclusive negotiating agent for  
19 the public school employees in a unit of the county on all matters that relate to:

20 ~~(I) [salaries, wages, hours, and other] SALARIES;~~

21 ~~(II) WAGES;~~

22 ~~(III) HOURS; AND~~

23 ~~(IV) OTHER working conditions, INCLUDING:~~

24 ~~1. THE THE DISCIPLINE AND DISCHARGE OF AN~~  
25 ~~EMPLOYEE FOR JUST CAUSE; AND~~

26 ~~2. EMPLOYEE TRANSFERS AND ASSIGNMENTS.~~

27 (2) Except as provided in paragraph (3) of this subsection, a public  
28 school employer or at least two of its designated representatives may negotiate with at  
29 least two representatives of the employee organization that is designated as the  
30 exclusive negotiating agent for the public school employees in a unit of the county on  
31 other matters, [including due process for discipline and discharge,] that are mutually  
32 agreed to by the employer and the employee organization.

1           (3) A public school employer may not negotiate the school calendar,  
2 the maximum number of students assigned to a class, or any matter that is precluded  
3 by applicable statutory law.

4           ~~(4)~~ A matter that is not subject to negotiation under paragraph (2) of  
5 this subsection because it has not been mutually agreed to by the employer and the  
6 employee organization may not be raised in any action taken to resolve an impasse  
7 under subsection (d) of this section.~~‡~~

8           **(5) (I) IF A PUBLIC SCHOOL EMPLOYER AND AN EMPLOYEE**  
9 **ORGANIZATION DISPUTE WHETHER A PROPOSED TOPIC FOR NEGOTIATION IS A**  
10 **MANDATORY, PERMISSIVE, OR ILLEGAL TOPIC OF BARGAINING, EITHER PARTY**  
11 **MAY SUBMIT A REQUEST FOR A DECISION IN WRITING TO THE BOARD FOR FINAL**  
12 **RESOLUTION OF THE DISPUTE.**

13           **(II) A REQUEST FOR A DECISION SHALL:**

14                   **1. CLEARLY IDENTIFY EACH TOPIC OF BARGAINING**  
15 **FOR WHICH THE PUBLIC SCHOOL EMPLOYER OR EMPLOYEE ORGANIZATION IS**  
16 **REQUESTING A DECISION; AND**

17                   **2. BE MADE BEFORE THE BOARD DETERMINES THAT**  
18 **AN IMPASSE HAS BEEN REACHED.**

19           **(III) IF THE BOARD RECEIVES A REQUEST FOR A DECISION,**  
20 **WITHIN 7 DAYS AFTER RECEIPT OF THE REQUEST THE BOARD SHALL ISSUE A**  
21 **LETTER TO THE PUBLIC SCHOOL EMPLOYER AND THE EMPLOYEE**  
22 **ORGANIZATION, THAT REQUESTS WRITTEN BRIEFS IN SUPPORT OF THEIR**  
23 **RESPECTIVE POSITIONS.**

24           **(IV) WITHIN 7 DAYS AFTER RECEIPT OF A REQUEST FROM**  
25 **THE BOARD FOR WRITTEN BRIEFS, THE PUBLIC SCHOOL EMPLOYER AND THE**  
26 **EXCLUSIVE REPRESENTATIVE SHALL DELIVER TO THE BOARD A WRITTEN BRIEF**  
27 **ON THE ISSUE OF WHETHER THE TOPIC AT ISSUE IS MANDATORY, PERMISSIVE,**  
28 **OR ILLEGAL IN NATURE.**

29           **(V) AFTER RECEIPT OF THE WRITTEN BRIEFS FROM THE**  
30 **PUBLIC SCHOOL EMPLOYER AND EMPLOYEE ORGANIZATION, THE BOARD**  
31 **SHALL:**

32                   **1. CONSIDER THE MERITS OF EACH PARTY'S**  
33 **ARGUMENTS;**

1                                   **2. RENDER A DECISION DETERMINING WHETHER**  
 2 **THE TOPIC OF NEGOTIATION IS MANDATORY, PERMISSIVE, OR ILLEGAL; AND**

3                                   **3. ISSUE THE WRITTEN DECISION TO THE PARTIES**  
 4 **WITHIN 14 DAYS AFTER RECEIPT OF THE WRITTEN BRIEFS.**

5                                   **(VI) 1. THE BOARD MAY ADOPT REGULATIONS,**  
 6 **GUIDELINES, AND POLICIES TO CARRY OUT ITS RIGHTS AND RESPONSIBILITIES**  
 7 **UNDER THIS SECTION.**

8                                   **2. TO RESOLVE DISPUTES UNDER THIS SECTION,**  
 9 **THE BOARD SHALL DEVELOP A BALANCING TEST TO DETERMINE WHETHER THE**  
 10 **IMPACT OF THE MATTER ON THE SCHOOL SYSTEM AS A WHOLE CLEARLY**  
 11 **OUTWEIGHS THE DIRECT IMPACT ON THE EMPLOYEES.**

12           [(c)] (D)       The designation of representatives by the employer under this  
 13 section does not prevent an employee organization from appearing before or making  
 14 proposals to the public school employer at a public meeting or hearing.

15           ~~[(d)] (E)~~       (1)   If, on the request of either party, the ~~State Superintendent~~  
 16 **BOARD** determines from the facts that an impasse is reached in negotiations between  
 17 a public school employer and an employee organization that is designated as an  
 18 exclusive negotiating agent, ~~the assistance and advice of the State Board may be~~  
 19 ~~requested, with the consent of both parties.~~

20                                   ~~(2)   If consent is not given and at the request of either party, a panel~~  
 21 ~~shall be named to aid in resolving the differences.~~

22                                   ~~(3)   The panel shall contain three individuals chosen as follows:~~

23                                   ~~(i)   One member is to be named by each party within 3 days;~~  
 24 ~~and~~

25                                   ~~(ii)   The third member is to be chosen by the other two members~~  
 26 ~~within 10 days after the request.~~

27                                   ~~(4)   The State Board or the panel selected shall meet with the parties~~  
 28 ~~to aid in resolving the differences, and, if the matter is not resolved, shall make a~~  
 29 ~~written report and recommendation within 30 days after the request.~~

30                                   ~~(5)   A copy of the report shall be sent to representatives of the public~~  
 31 ~~school employer and the employee organization.~~

32                                   ~~(6)   All costs of the impasse proceedings, including mediation, shall be~~  
 33 ~~shared equally by the public school employer and the employee organization.~~



1           ~~(7) Notwithstanding any other provision of this subtitle, the public~~  
2 ~~school employer shall make the final determination as to matters which have been the~~  
3 ~~subject of negotiation, but this final determination~~ **THE BOARD SHALL WITHIN 10**  
4 **CALENDAR DAYS:**

5                   **(I) REQUEST LAST AND BEST OFFERS FROM THE PUBLIC**  
6 **SCHOOL EMPLOYER AND THE EMPLOYEE ORGANIZATION; AND**

7                   **(II) ORDER THE PUBLIC SCHOOL EMPLOYER AND THE**  
8 **EMPLOYEE ORGANIZATION TO COMMENCE MEDIATION WITHIN 14 DAYS AFTER**  
9 **THE BOARD'S DETERMINATION THAT AN IMPASSE HAS BEEN REACHED.**

10           **(2) THE LAST AND BEST OFFERS SHALL LIST SEPARATELY EVERY**  
11 **TERM OR CONDITION FOR EMPLOYMENT IN DISPUTE AND THE DEMAND OF THE**  
12 **PARTY MAKING THE LAST AND BEST OFFER.**

13           **(3) WITHIN 5 CALENDAR DAYS AFTER AN ORDER TO MEDIATE,**  
14 **THE PARTIES SHALL SELECT A MEDIATOR BY:**

15                   **(I) AGREEMENT; OR**

16                   **(II) ALTERNATE STRIKING FROM A LIST OF SEVEN NEUTRAL**  
17 **PARTIES FURNISHED BY:**

18                           **1. THE FEDERAL MEDIATION AND CONCILIATION**  
19 **SERVICE; OR**

20                           **2. THE AMERICAN ARBITRATION ASSOCIATION.**

21           **(4) THE MEDIATOR SHALL CONCLUDE THE MEDIATION WITHIN 25**  
22 **DAYS AFTER CONVENING THE FIRST MEDIATION SESSION.**

23           **(5) IF THE PUBLIC SCHOOL EMPLOYER AND THE EMPLOYEE**  
24 **ORGANIZATION DO NOT REACH AGREEMENT BEFORE CONCLUDING THE**  
25 **MEDIATION, THE MEDIATOR SHALL ISSUE A WRITTEN OFFER TO BOTH PARTIES**  
26 **AND THE BOARD OF SETTLEMENT OF ALL MATTERS RAISED.**

27           **(6) WITHIN 5 DAYS AFTER RECEIVING THE PROPOSED**  
28 **SETTLEMENT, THE PUBLIC SCHOOL EMPLOYER AND THE EMPLOYEE**  
29 **ORGANIZATION EACH SHALL NOTIFY THE MEDIATOR OF ITS INTENT TO:**

30                   **(I) ACCEPT THE WRITTEN PROPOSED SETTLEMENT; OR**

31                   **(II) DECLINE THE PROPOSED SETTLEMENT AND REQUEST**  
32 **ARBITRATION BEFORE THE BOARD.**

1           **(7) THE PUBLIC SCHOOL EMPLOYER AND THE EMPLOYEE**  
2 **ORGANIZATION SHALL SHARE THE COSTS OF THE MEDIATOR EQUALLY.**

3           **(8) IF EITHER PARTY DECLINES THE PROPOSED SETTLEMENT**  
4 **AND REQUESTS ARBITRATION, THE BOARD SHALL, WITHIN 5 CALENDAR DAYS,**  
5 **SET A DATE FOR AN ARBITRATION HEARING BEFORE THE BOARD.**

6           **(9) THE BOARD SHALL:**

7                   **(I) OPEN THE ARBITRATION RECORD WITHIN 20 DAYS**  
8 **AFTER RECEIVING EITHER PARTY'S DECISION TO DECLINE THE MEDIATOR'S**  
9 **PROPOSAL;**

10                   **(II) CONVENE A HEARING;**

11                   **(III) HEAR TESTIMONY FROM AND RECEIVE SUPPORTING**  
12 **WRITTEN EVIDENCE, AS PROVIDED IN AN ORDER OF THE BOARD, FROM THE**  
13 **PUBLIC SCHOOL EMPLOYER, THE EMPLOYEE ORGANIZATION, AND THE**  
14 **MEDIATOR;**

15                   **(IV) ADMINISTER OATHS TO WITNESSES DEEMED RELEVANT**  
16 **AND CALLED BY THE BOARD;**

17                   **(V) ISSUE SUBPOENAS TO COMPEL THE PRODUCTION OF**  
18 **RELEVANT AND NONPRIVILEGED DOCUMENTS AND OTHER TANGIBLE EVIDENCE**  
19 **THAT WOULD ALSO BE SUBJECT TO PRODUCTION BEFORE A HEARING OR AT A**  
20 **HEARING UNDER TITLE 10, SUBTITLE 6, PART III OF THE STATE GOVERNMENT**  
21 **ARTICLE;**

22                   **(VI) DECIDE WHETHER TO HEAR EVIDENCE OFFERED**  
23 **THROUGH AN ATTORNEY; AND**

24                   **(VII) RECEIVE AND CONSIDER ALL EVIDENCE CONSIDERED**  
25 **RELEVANT BY THE BOARD, INCLUDING:**

26                           **1. THE WAGES, HOURS, WORKING CONDITIONS, OR**  
27 **OTHER TERMS AND CONDITIONS OF EMPLOYMENT OF SIMILAR PUBLIC**  
28 **EMPLOYEES IN COMPARABLE SURROUNDING JURISDICTIONS AND COMPARABLE**  
29 **JURISDICTIONS OUTSIDE OF THE STATE; AND**

30                           **2. THE ABILITY OF THE PUBLIC SCHOOL EMPLOYER**  
31 **AND THE COUNTY SERVED BY THE PUBLIC SCHOOL EMPLOYER TO PAY FROM**  
32 **THE COUNTY'S GENERAL FUND THE COSTS OF THE FINAL OFFERS PROPOSED**  
33 **AND OTHER PERSONNEL COSTS.**

1           **(10) THE BOARD SHALL CONCLUDE THE HEARING BY ISSUING A**  
2 **WRITTEN ORDER WITHIN 20 DAYS AFTER THE ARBITRATION RECORD IS**  
3 **OPENED.**

4           **(11) THE BOARD SHALL ISSUE THE WRITTEN AWARD THAT**  
5 **SELECTS AND ADOPTS:**

6                   **(I) THE COMPLETE FINAL OFFER OF THE PUBLIC SCHOOL**  
7 **EMPLOYER;**

8                   **(II) THE COMPLETE FINAL OFFER OF THE EMPLOYEE**  
9 **ORGANIZATION; OR**

10                   **(III) THE MEDIATOR'S COMPLETE OFFER OF SETTLEMENT.**

11           **(12) THE BOARD'S WRITTEN AWARD IS FINAL AND BINDING ON**  
12 **THE PUBLIC SCHOOL EMPLOYER AND THE EMPLOYEE ORGANIZATION.**

13           **(13) THE PUBLIC SCHOOL EMPLOYER AND THE EMPLOYEE**  
14 **ORGANIZATION SHALL SHARE THE COSTS OF THE HEARING EQUALLY.**

15           **(14) ANY NEGOTIATED PROVISION OR DECISION OF THE BOARD** is  
16 subject to the other provisions of this article concerning the fiscal relationship between  
17 the public school employer and the county commissioners and county council.‡

18           ~~**(E) (1) A PUBLIC SCHOOL EMPLOYER AND AN EXCLUSIVE**~~  
19 ~~**REPRESENTATIVE SHALL MAKE EVERY REASONABLE EFFORT TO CONCLUDE**~~  
20 ~~**NEGOTIATIONS WITH A FINAL WRITTEN AGREEMENT IN A TIMELY MANNER.**~~

21           ~~**(2) IF A PUBLIC SCHOOL EMPLOYER AND AN EXCLUSIVE**~~  
22 ~~**REPRESENTATIVE DO NOT CONCLUDE NEGOTIATIONS WITH A FINAL WRITTEN**~~  
23 ~~**AGREEMENT WITHIN 30 CALENDAR DAYS AFTER THE FIRST BARGAINING**~~  
24 ~~**SESSION UNDER SUBSECTION (C) OF THIS SECTION IS CONDUCTED, ON THE**~~  
25 ~~**WRITTEN DEMAND OF EITHER THE PUBLIC SCHOOL EMPLOYER OR THE**~~  
26 ~~**EXCLUSIVE REPRESENTATIVE, THE PUBLIC SCHOOL EMPLOYER AND THE**~~  
27 ~~**EXCLUSIVE REPRESENTATIVE SHALL MEDIATE ALL DIFFERENCES.**~~

28           ~~**(3) THE PARTY DEMANDING MEDIATION UNDER PARAGRAPH (2)**~~  
29 ~~**OF THIS SUBSECTION SHALL DELIVER A COPY OF THE DEMAND TO THE STATE**~~  
30 ~~**SUPERINTENDENT.**~~

31           ~~**(4) ON THE CONSENT OF THE PUBLIC SCHOOL EMPLOYER AND**~~  
32 ~~**THE EXCLUSIVE REPRESENTATIVE, THE ASSISTANCE AND ADVICE OF THE STATE**~~

1 ~~SUPERINTENDENT MAY BE REQUESTED TO HELP RESOLVE THE ISSUES AT~~  
2 ~~IMPASSE.~~

3 ~~(5) WITHIN 10 CALENDAR DAYS AFTER A DEMAND FOR~~  
4 ~~MEDIATION IS MADE, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE~~  
5 ~~REPRESENTATIVE SHALL SELECT A NEUTRAL MEDIATOR TO CONDUCT THE~~  
6 ~~MEDIATION, EITHER BY:~~

7 ~~(I) AGREEMENT; OR~~

8 ~~(II) ALTERNATE STRIKING FROM A LIST OF SEVEN NEUTRAL~~  
9 ~~PARTIES FURNISHED BY:~~

10 ~~1. THE FEDERAL MEDIATION AND CONCILIATION~~  
11 ~~SERVICE; OR~~

12 ~~2. THE AMERICAN ARBITRATION SERVICE.~~

13 ~~(6) MEDIATION SHALL COMMENCE WITHIN 15 DAYS AFTER A~~  
14 ~~NEUTRAL PARTY IS SELECTED.~~

15 ~~(7) MEDIATION SHALL CONCLUDE WITHIN 25 DAYS AFTER THE~~  
16 ~~NEUTRAL PARTY IS SELECTED.~~

17 ~~(8) THE MEDIATOR MAY NOT ISSUE WRITTEN FINDINGS OR~~  
18 ~~OTHER DOCUMENTS CONCERNING DIFFERENCES BETWEEN THE PUBLIC~~  
19 ~~SCHOOL EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE, UNLESS THE~~  
20 ~~PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE AGREE.~~

21 ~~(9) THE PARTIES TO THE MEDIATION SHALL SHARE THE COSTS~~  
22 ~~OF THE MEDIATOR EQUALLY.~~

23 ~~(F) (1) IF A WRITTEN AGREEMENT IS NOT REACHED AFTER~~  
24 ~~MEDIATION, OR WITHIN 25 DAYS AFTER THE NEUTRAL PARTY IS SELECTED,~~  
25 ~~UPON DEMAND OF THE PUBLIC SCHOOL EMPLOYER OR THE EXCLUSIVE~~  
26 ~~REPRESENTATIVE, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE~~  
27 ~~REPRESENTATIVE SHALL ARBITRATE ALL DIFFERENCES.~~

28 ~~(2) THE PARTY DEMANDING ARBITRATION UNDER PARAGRAPH~~  
29 ~~(1) OF THIS SUBSECTION SHALL DELIVER A COPY OF THE DEMAND TO THE~~  
30 ~~STATE SUPERINTENDENT.~~

31 ~~(3) WITHIN 10 CALENDAR DAYS AFTER A DEMAND FOR~~  
32 ~~ARBITRATION IS MADE, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE~~

1 ~~REPRESENTATIVE SHALL SELECT AN ARBITRATOR TO CONDUCT THE~~  
2 ~~ARBITRATION, EITHER BY:~~

3 ~~(I) AGREEMENT; OR~~

4 ~~(II) ALTERNATE STRIKING FROM A LIST OF SEVEN~~  
5 ~~ARBITRATORS WHO ARE MEMBERS OF NATIONAL ACADEMY OF ARBITRATORS~~  
6 ~~FURNISHED BY:~~

7 ~~1. THE FEDERAL MEDIATION AND CONCILIATION~~  
8 ~~SERVICE; OR~~

9 ~~2. THE AMERICAN ARBITRATION SERVICE.~~

10 ~~(4) ARBITRATION SHALL BEGIN WITHIN 5 DAYS AFTER AN~~  
11 ~~ARBITRATOR IS SELECTED.~~

12 ~~(5) ARBITRATION COMMENCES WHEN THE PUBLIC SCHOOL~~  
13 ~~EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE EXCHANGE LAST AND BEST~~  
14 ~~OFFERS.~~

15 ~~(6) THE LAST AND BEST OFFERS SHALL LIST SEPARATELY EVERY~~  
16 ~~TERM OR CONDITION OF EMPLOYMENT IN DISPUTE AND THE DEMAND OF THE~~  
17 ~~PARTY MAKING THE LAST AND BEST OFFER.~~

18 ~~(7) THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE~~  
19 ~~REPRESENTATIVE EACH SHALL DELIVER A COPY OF THEIR LAST AND BEST~~  
20 ~~OFFER TO THE ARBITRATOR.~~

21 ~~(8) THE ARBITRATOR SHALL:~~

22 ~~(I) OPEN THE ARBITRATION RECORD WITHIN 25 DAYS~~  
23 ~~AFTER AN ARBITRATOR IS SELECTED;~~

24 ~~(II) CONVENE AND ADJOURN A HEARING;~~

25 ~~(III) ADMINISTER OATHS;~~

26 ~~(IV) ISSUE SUBPOENAS DUCES TECUM TO COMPEL THE~~  
27 ~~PRODUCTION OF RELEVANT AND NONPRIVILEGED DOCUMENTS AND OTHER~~  
28 ~~TANGIBLE EVIDENCE TO BE PRODUCED AT A TIME BEFORE A HEARING OR AT A~~  
29 ~~HEARING;~~

30 ~~(V) ISSUE SUBPOENAS TO COMPEL THE ATTENDANCE AND~~  
31 ~~TESTIMONY OF WITNESSES;~~

- 1                   ~~(VI) SEQUESTER WITNESSES, IF REQUESTED;~~
- 2                   ~~(VII) DECIDE WHETHER TO HEAR EVIDENCE THROUGH A~~  
3 ~~PROFFER; AND~~
- 4                   ~~(VIII) RECEIVE AND CONSIDER EVIDENCE REGARDING:~~
- 5                   ~~(I) THE WAGES, HOURS, WORKING CONDITIONS, OR~~  
6 ~~OTHER TERMS AND CONDITIONS OF EMPLOYMENT OF SIMILAR PUBLIC~~  
7 ~~EMPLOYEES IN COMPARABLE SURROUNDING JURISDICTIONS AND IN~~  
8 ~~COMPARABLE JURISDICTIONS OUTSIDE THE STATE;~~
- 9                   ~~(II) THE INTERESTS AND WELFARE OF THE PUBLIC~~  
10 ~~AND THE REASONABLE INTERESTS OF THE EMPLOYEES REPRESENTED;~~
- 11                   ~~(III) THE VALUE TO THE PUBLIC OF THE SERVICES~~  
12 ~~PERFORMED BY THE EMPLOYEES REPRESENTED;~~
- 13                   ~~(IV) THE VALUE OF COLLABORATIVE~~  
14 ~~LABOR MANAGEMENT PROGRAMS DESIGNED TO ENHANCE EDUCATIONAL~~  
15 ~~QUALITY, STAFF DEVELOPMENT, SCHOOL BASED DECISION MAKING, JOINT~~  
16 ~~LABOR MANAGEMENT COMMITTEES AND OTHER EXAMPLES OF FUNCTIONAL~~  
17 ~~COOPERATION BETWEEN EDUCATORS AND MANAGEMENT; AND~~
- 18                   ~~(V) THE ABILITY OF THE PUBLIC SCHOOL EMPLOYER~~  
19 ~~AND THE COUNTY SERVED BY THE PUBLIC SCHOOL EMPLOYER TO FUND THE~~  
20 ~~FINAL OFFERS PROPOSED AND OTHER PERSONNEL COSTS PAID FROM THE~~  
21 ~~COUNTY'S GENERAL FUND.~~
- 22                   ~~(9) THE ARBITRATOR HAS FULL AUTHORITY TO HEAR AND~~  
23 ~~DECIDE ALL ISSUES IN DISPUTE, INCLUDING MATTERS OF PROCEDURE AND THE~~  
24 ~~SCOPE OF THE ARBITRATION.~~
- 25                   ~~(10) THE ARBITRATOR SHALL CONCLUDE THE ARBITRATION~~  
26 ~~WITHIN 30 DAYS OF THE RECORD BEING OPENED BY ISSUING A WRITTEN~~  
27 ~~AWARD.~~
- 28                   ~~(11) THE ARBITRATOR SHALL ISSUE THE WRITTEN AWARD WITHIN~~  
29 ~~SEVEN DAYS AFTER THE ARBITRATION RECORD IS CLOSED.~~
- 30                   ~~(12) FOR EACH TERM OR CONDITION IN DISPUTE, THE~~  
31 ~~ARBITRATOR SHALL SUSTAIN EITHER THE LAST AND FINAL OFFER OF THE~~  
32 ~~PUBLIC SCHOOL EMPLOYER OR THE LAST AND FINAL OFFER OF THE EXCLUSIVE~~  
33 ~~REPRESENTATIVE.~~

1           ~~(13) THE ARBITRATOR'S FINDING ON AN ISSUE IN DISPUTE IS:~~

2                     ~~(I) FINAL AND BINDING ON THE PUBLIC SCHOOL~~  
3 ~~EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE; AND~~

4                     ~~(II) A SELF-EXECUTING MANDATE ON THE PUBLIC SCHOOL~~  
5 ~~EMPLOYER AND THE GOVERNING BODY OF THE COUNTY SERVED BY THE PUBLIC~~  
6 ~~SCHOOL EMPLOYER.~~

7           ~~(14) THE WRITTEN AWARD IS SUBJECT TO OTHER PROVISIONS OF~~  
8 ~~THIS ARTICLE CONCERNING THE FISCAL RELATIONSHIP BETWEEN THE PUBLIC~~  
9 ~~SCHOOL EMPLOYER AND THE GOVERNING BODY OF A COUNTY.~~

10           ~~(15) THE ARBITRATOR SHALL DELIVER A COPY OF THE WRITTEN~~  
11 ~~AWARD TO THE PUBLIC SCHOOL EMPLOYER, THE EXCLUSIVE REPRESENTATIVE,~~  
12 ~~AND THE STATE SUPERINTENDENT.~~

13           ~~(16) THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE~~  
14 ~~REPRESENTATIVE MAY AGREE TO WAIVE THE TIME LIMITS UNDER THIS~~  
15 ~~SUBSECTION.~~

16           ~~(17) THE PARTIES TO THE ARBITRATION SHALL SHARE EQUALLY~~  
17 ~~THE COSTS OF THE ARBITRATION.~~

18           ~~(C) (1) THIS SUBSECTION APPLIES TO A DISPUTE BETWEEN A PUBLIC~~  
19 ~~SCHOOL EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE CONCERNING:~~

20                     ~~(I) THE APPLICATION OR INTERPRETATION OF THIS~~  
21 ~~SUBTITLE;~~

22                     ~~(II) THE DUTY TO BARGAIN; OR~~

23                     ~~(III) AN ALLEGED UNFAIR LABOR PRACTICE.~~

24           ~~(2) ON DEMAND OF THE PUBLIC SCHOOL EMPLOYER OR THE~~  
25 ~~EXCLUSIVE REPRESENTATIVE, THE PUBLIC SCHOOL EMPLOYER AND THE~~  
26 ~~EXCLUSIVE REPRESENTATIVE SHALL ARBITRATE A DISPUTE.~~

27           ~~(3) THE PARTY DEMANDING ARBITRATION SHALL DELIVER A~~  
28 ~~COPY OF THE DEMAND TO THE PARTY AGAINST WHOM THE DEMAND IS MADE~~  
29 ~~AND THE STATE SUPERINTENDENT.~~

30           ~~(4) WITHIN 10 CALENDAR DAYS AFTER A DEMAND FOR~~  
31 ~~ARBITRATION IS MADE, THE PUBLIC SCHOOL EMPLOYER AND THE EXCLUSIVE~~

1 ~~REPRESENTATIVE SHALL SELECT AN ARBITRATOR TO CONDUCT THE~~  
2 ~~ARBITRATION, EITHER BY:~~

3 ~~(I) AGREEMENT; OR~~

4 ~~(II) ALTERNATE STRIKING FROM A LIST OF SEVEN~~  
5 ~~ARBITRATORS WHO ARE MEMBERS OF AMERICAN ACADEMY OF ARBITRATORS~~  
6 ~~FURNISHED BY:~~

7 ~~1. THE FEDERAL MEDIATION AND CONCILIATION~~  
8 ~~SERVICE; OR~~

9 ~~2. THE AMERICAN ARBITRATION SERVICE.~~

10 ~~(5) THE ARBITRATOR SHALL COMMENCE THE ARBITRATION~~  
11 ~~WITHIN 25 DAYS AFTER THE ARBITRATOR IS SELECTED.~~

12 ~~(6) THE ARBITRATOR MAY:~~

13 ~~(I) CONVENE AND ADJOURN A HEARING;~~

14 ~~(II) ADMINISTER OATHS;~~

15 ~~(III) ISSUE SUBPOENAS DUCES TECUM TO COMPEL THE~~  
16 ~~PRODUCTION OF RELEVANT AND NONPRIVILEGED DOCUMENTS AND OTHER~~  
17 ~~TANGIBLE EVIDENCE TO BE PRODUCED AT A TIME BEFORE A HEARING OR AT A~~  
18 ~~HEARING;~~

19 ~~(IV) ISSUE SUBPOENAS TO COMPEL THE ATTENDANCE AND~~  
20 ~~TESTIMONY OF WITNESSES;~~

21 ~~(V) SEQUESTER WITNESSES, IF REQUESTED;~~

22 ~~(VI) DECIDE WHETHER TO HEAR EVIDENCE THROUGH A~~  
23 ~~PROFFER;~~

24 ~~(VII) HAVE FULL AUTHORITY TO HEAR AND DECIDE ALL~~  
25 ~~ISSUES IN DISPUTE, INCLUDING MATTERS OF PROCEDURE AND THE SCOPE OF~~  
26 ~~THE ARBITRATION; AND~~

27 ~~(IX) RECEIVE AND CONSIDER RELEVANT EVIDENCE,~~  
28 ~~INCLUDING EVIDENCE UNDER SUBSECTION (F)(8)(VIII) OF THIS SECTION.~~

29 ~~(7) A PRIOR ORDER, ACTION, OR OPINION ISSUED BY THE STATE~~  
30 ~~BOARD BEFORE THE ENACTMENT OF THIS SUBSECTION DOES NOT CONSTITUTE~~



1 ~~BINDING PRECEDENT IN ARBITRATION AFTER THE ENACTMENT OF THIS~~  
2 ~~SUBSECTION.~~

3 ~~(8) THE ARBITRATOR SHALL CONCLUDE THE ARBITRATION~~  
4 ~~WITHIN 30 DAYS OF THE RECORD BEING OPENED BY ISSUING A WRITTEN~~  
5 ~~RULING.~~

6 ~~(9) THE ARBITRATOR SHALL ISSUE THE RULING WITHIN SEVEN~~  
7 ~~DAYS AFTER THE ARBITRATION RECORD IS CLOSED.~~

8 ~~(10) THE ARBITRATOR'S RULING IS:~~

9 ~~(I) FINAL AND BINDING ON THE PUBLIC SCHOOL~~  
10 ~~EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE; AND~~

11 ~~(II) A SELF-EXECUTING MANDATE ON THE PARTIES TO THE~~  
12 ~~COLLECTIVE BARGAINING AGREEMENT.~~

13 ~~(11) THE PARTIES TO THE ARBITRATION SHALL EQUALLY SHARE~~  
14 ~~THE COSTS OF THE ARBITRATION.~~

15 ~~(12) THE ARBITRATOR SHALL DELIVER A COPY OF THE WRITTEN~~  
16 ~~AWARD TO THE PUBLIC SCHOOL EMPLOYER, THE EXCLUSIVE REPRESENTATIVE,~~  
17 ~~AND THE STATE SUPERINTENDENT.~~

18 6-511.

19 If the fiscal authority does not approve enough funds to implement the  
20 negotiated agreement, the public school employer shall renegotiate the funds allocated  
21 for these purposes by the fiscal authority with the employee organization before the  
22 public school employer makes a final determination in accordance with the timetable  
23 and procedure established by the [State] Board.

24 **SUBTITLE 8. PUBLIC SCHOOL LABOR RELATIONS BOARD.**

25 **6-801.**

26 IN THIS SUBTITLE, "BOARD" MEANS THE PUBLIC SCHOOL LABOR  
27 RELATIONS BOARD ESTABLISHED UNDER § 6-802 OF THIS SUBTITLE.

28 **6-802.**

29 THERE IS A PUBLIC SCHOOL LABOR RELATIONS BOARD ESTABLISHED AS  
30 AN INDEPENDENT UNIT OF STATE GOVERNMENT.

1 **6-803.**

2 **(A) THE BOARD SHALL CONSIST OF THE FOLLOWING FIVE MEMBERS**  
3 **APPOINTED BY THE GOVERNOR, WITH THE ADVICE AND CONSENT OF THE**  
4 **SENATE:**

5 **(1) ONE MEMBER WHO:**

6 **(I) REPRESENTS THE PUBLIC;**

7 **(II) HAS EXPERIENCE IN LABOR RELATIONS;**

8 **(III) IS NOT AN OFFICER OR EMPLOYEE OF A BOARD OF**  
9 **EDUCATION OR EMPLOYEE ORGANIZATION REPRESENTING PUBLIC SCHOOL**  
10 **SYSTEM EMPLOYEES;**

11 **(IV) IS NOT AN ELECTED OFFICIAL OF THE STATE, A**  
12 **COUNTY, OR AN EMPLOYEE ORGANIZATION REPRESENTING PUBLIC SCHOOL**  
13 **EMPLOYEES; AND**

14 **(V) IS KNOWN FOR OBJECTIVE AND INDEPENDENT**  
15 **JUDGMENT;**

16 **(2) TWO MEMBERS CHOSEN FROM A LIST OF CANDIDATES**  
17 **SUBMITTED BY EACH DESIGNATED EXCLUSIVE REPRESENTATIVE**  
18 **ORGANIZATION REPRESENTING CERTIFICATED AND NONCERTIFICATED**  
19 **EMPLOYEES, UNDER SUBTITLES 4 AND 5 OF THIS TITLE, WHO:**

20 **(I) ARE NOT EMPLOYEES OF THE STATE OR A PUBLIC**  
21 **SCHOOL EMPLOYEE ORGANIZATION; AND**

22 **(II) ARE KNOWN FOR OBJECTIVE AND INDEPENDENT**  
23 **JUDGMENT; AND**

24 **(3) TWO MEMBERS OF THE EDUCATION OR BUSINESS**  
25 **COMMUNITY, CHOSEN FROM A LIST OF CANDIDATES SUBMITTED BY THE**  
26 **MARYLAND ASSOCIATION OF BOARDS OF EDUCATION AND THE STATE**  
27 **SUPERINTENDENTS ASSOCIATION OF MARYLAND, WHO:**

28 **(I) ARE NOT OFFICERS OR EMPLOYEES OF THE STATE OR**  
29 **COUNTY OR STATE BOARDS OF EDUCATION AND ARE NOT OFFICERS OR**  
30 **EMPLOYEES OF EMPLOYEE ORGANIZATIONS REPRESENTING EMPLOYEES OF**  
31 **PUBLIC SCHOOL SYSTEMS IN MARYLAND; AND**

1                    (II) ARE KNOWN FOR OBJECTIVE AND INDEPENDENT  
2 JUDGMENT.

3            (B) BEFORE TAKING OFFICE EACH MEMBER SHALL TAKE THE OATH  
4 REQUIRED BY ARTICLE I, SECTION 9 OF THE MARYLAND CONSTITUTION.

5            (C) THE PUBLIC SCHOOL LABOR RELATIONS BOARD SHALL ELECT A  
6 CHAIR FROM AMONG ITS MEMBERS.

7            (D) (1) THE TERM OF A MEMBER IS 5 YEARS.

8                    (2) THE TERMS OF MEMBERS ARE STAGGERED AS REQUIRED BY  
9 THE TERMS PROVIDED FOR MEMBERS OF THE BOARD ON JULY 1, 2009.

10                   (3) AT THE END OF A TERM A MEMBER CONTINUES TO SERVE  
11 UNTIL A SUCCESSOR IS APPOINTED AND QUALIFIES.

12                   (4) A MEMBER WHO IS APPOINTED AFTER A TERM HAS BEGUN  
13 SERVES ONLY FOR THE REMAINDER OF THAT TERM.

14            (E) THE GOVERNOR MAY REMOVE A MEMBER ONLY FOR  
15 INCOMPETENCE OR MISCONDUCT.

16 6-804.

17            A MEMBER OF THE BOARD SHALL BE ENTITLED TO:

18                   (1) COMPENSATION IN ACCORDANCE WITH THE STATE BUDGET;  
19 AND

20                   (2) REIMBURSEMENT FOR EXPENSES UNDER THE STANDARD  
21 STATE TRAVEL REGULATIONS, AS PROVIDED IN THE STATE BUDGET.

22 6-805.

23            THE BOARD SHALL SHARE AN EXECUTIVE DIRECTOR WITH THE HIGHER  
24 EDUCATION LABOR RELATIONS BOARD AND THE STATE LABOR RELATIONS  
25 BOARD.

26 6-806.

27            (A) THE BOARD SHALL ADMINISTER AND ENFORCE THE PROVISIONS OF  
28 SUBTITLES 4 AND 5 OF THIS TITLE.

29            (B) THE BOARD MAY:

1           **(1) ADOPT REGULATIONS, GUIDELINES, AND POLICIES TO CARRY**  
2 **OUT ITS RIGHTS AND RESPONSIBILITIES UNDER THIS TITLE; AND**

3           **(2) MAKE RECOMMENDATIONS FOR LEGISLATIVE ACTION**  
4 **REGARDING THE OPERATION OF THIS TITLE.**

5 **6-807.**

6           **(A) IN DECIDING MATTERS COVERED UNDER THE PROVISIONS OF**  
7 **SUBTITLES 4 AND 5 OF THIS TITLE, THE BOARD:**

8           **(1) MAY:**

9                   **(I) CONDUCT HEARINGS;**

10                   **(II) SUBPOENA WITNESSES AND DOCUMENTS;**

11                   **(III) ADMINISTER OATHS;**

12                   **(IV) TAKE THE TESTIMONY OR DEPOSITION OF A PERSON**  
13 **UNDER OATH; AND**

14                   **(V) CONDUCT INVESTIGATIONS; AND**

15           **(2) SHALL DECIDE CONTROVERSIES AND DISPUTES.**

16           **(B) (1) IF A PERSON FAILS TO COMPLY WITH AN ORDER ISSUED BY**  
17 **THE BOARD, A MEMBER OF THE BOARD MAY PETITION THE CIRCUIT COURT TO**  
18 **ORDER THE PERSON TO COMPLY WITH THE BOARD'S ORDER.**

19           **(2) THE BOARD MAY NOT BE REQUIRED TO POST BOND IN AN**  
20 **ACTION UNDER PARAGRAPH (1) OF THIS SUBSECTION.**

21           **(C) EACH HEARING AND DETERMINATION OF AN APPEAL OR**  
22 **COMPLAINT BY THE BOARD IS A CONTESTED CASE, SUBJECT TO THE**  
23 **PROVISIONS OF TITLE 10, SUBTITLE 2 OF THE STATE GOVERNMENT ARTICLE.**

24           **(D) A PRIOR ORDER, ACTION, OR OPINION ISSUED BY THE STATE**  
25 **BOARD BEFORE THE ENACTMENT OF THIS SECTION MAY BE CONSIDERED AS**  
26 **PRECEDENT IN MATTERS ARISING AFTER THE ENACTMENT OF THIS SECTION,**  
27 **BUT IT IS NOT BINDING ON THE BOARD.**

28                   **Article - State Personnel and Pensions**

1 3-204.

2 (a) (1) The State Labor Relations Board, THE PUBLIC SCHOOL LABOR  
3 RELATIONS BOARD, and the State Higher Education Labor Relations Board jointly  
4 shall appoint an executive director of the boards.

5 (2) The Executive Director:

6 (i) is responsible to and serves at the pleasure of the boards;  
7 and

8 (ii) is entitled to the salary provided in the State budget.

9 (b) The Executive Director shall perform the duties that the boards assign,  
10 including:

11 (1) operating the office of the boards; and

12 (2) keeping the official records of the boards.

13 (c) The Executive Director may hire any staff necessary to carry out the  
14 provisions of this subtitle.

15 (d) (1) With approval of the boards, the Executive Director may employ  
16 professional consultants.

17 (2) Each professional consultant serves at the pleasure of the  
18 Executive Director.

19 SECTION 2. AND BE IT FURTHER ENACTED, That the terms of the  
20 members of the Public School Labor Relations Board shall expire as follows:

21 (a) one member in 2011;

22 (b) two members in 2012; and

23 (c) two members in 2013.

24 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall be  
25 construed to apply only prospectively and may not be applied or interpreted to have  
26 any effect on or application to any negotiations requested or entered into before the  
27 effective date of this Act.

28 SECTION 4. AND BE IT FURTHER ENACTED, That nothing in this Act may  
29 be construed to prevent a party from appealing a final decision of the Public School  
30 Labor Relations Board to a circuit court.

1           SECTION 5. AND BE IT FURTHER ENACTED, That, on or before July 1,  
2 2013, the Public School Labor Relations Board shall report to the General Assembly,  
3 in accordance with § 2-1246 of the State Government Article, on the implementation  
4 of this Act.

5           SECTION ~~2.~~ 6. AND BE IT FURTHER ENACTED, That this Act shall take  
6 effect ~~October 1, 2009~~ July 1, 2009. It shall remain effective for a period of 5 years and,  
7 at the end of June 30, 2014, with no further action required by the General Assembly,  
8 this Act shall be abrogated and of no further force and effect.

Approved:

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Governor.

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President of the Senate.

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Speaker of the House of Delegates.