

HOUSE BILL 490

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4lr0581

By: Delegates Hixson, Barkley, Barve, Braveboy, Carr, Cullison, Frick, Gaines, Glenn, Gutierrez, Guzzone, Haynes, Hucker, Jones, A. Kelly, Luedtke, Mitchell, Mizeur, S. Robinson, Simmons, Summers, Swain, V. Turner, Waldstreicher, M. Washington, and Zucker

Introduced and read first time: January 27, 2014

Assigned to: Appropriations

A BILL ENTITLED

1 AN ACT concerning

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

3 FOR the purpose of establishing collective bargaining rights for certain community
4 college employees; requiring certain community colleges to determine whether
5 certain employees are public employees for purposes of collective bargaining,
6 subject to certain rights of appeal; establishing procedures for the election or
7 recognition of an exclusive bargaining representative; providing procedures by
8 which the State Higher Education Labor Relations Board may designate a
9 bargaining unit; establishing the maximum number of bargaining units within
10 each community college; providing for the composition of certain bargaining
11 units; requiring certain collective bargaining agreements to include certain
12 provisions; providing for a certain exemption from paying dues and fees under
13 certain circumstances; establishing the matters subject to collective bargaining
14 negotiations; providing for certain rights and responsibilities in connection with
15 the collective bargaining process; authorizing certain parties to engage in
16 mediation and fact-finding under certain circumstances and providing for
17 fact-finding procedures; providing for the settlement of certain grievances;
18 prohibiting certain public employees and exclusive bargaining representatives
19 from engaging in a strike and providing sanctions for engaging in a strike;
20 requiring the parties to collective bargaining negotiations to make certain
21 efforts to conclude negotiations by a certain time; authorizing a collective
22 bargaining agreement to include a provision for the arbitration of certain
23 grievances; requiring that the terms of a collective bargaining agreement
24 supersede certain regulations and policies; providing that a collective
25 bargaining agreement may be reopened under certain circumstances; repealing
26 certain provisions of law relating to collective bargaining rights that apply to
27 individual community colleges; altering the scope of duty of the State Higher
28 Education Labor Relations Board to include administering and enforcing

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 provisions of this Act; providing for the disclosure of certain employee
2 information; providing that certain community colleges may continue to operate
3 under certain agreements and contracts under certain circumstances for a
4 certain period of time; defining certain terms; providing for the application of
5 this Act; and generally relating to collective bargaining rights for community
6 college employees.

7 BY repealing
8 Article – Education
9 Section 16–403, 16–412, and 16–414.1
10 Annotated Code of Maryland
11 (2008 Replacement Volume and 2013 Supplement)

12 BY adding to
13 Article – Education
14 Section 16–701 through 16–710 to be under the new subtitle “Subtitle 7.
15 Collective Bargaining”
16 Annotated Code of Maryland
17 (2008 Replacement Volume and 2013 Supplement)

18 BY repealing and reenacting, without amendments,
19 Article – State Personnel and Pensions
20 Section 3–2A–01
21 Annotated Code of Maryland
22 (2009 Replacement Volume and 2013 Supplement)

23 BY repealing and reenacting, with amendments,
24 Article – State Personnel and Pensions
25 Section 3–2A–05, 3–2A–07, and 3–2A–08(a)
26 Annotated Code of Maryland
27 (2009 Replacement Volume and 2013 Supplement)

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

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

33 **Article – Education**

34 **SUBTITLE 7. COLLECTIVE BARGAINING.**

35 **16–701.**

1 **(A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS**
2 **INDICATED.**

3 **(B) “AGREEMENT” MEANS A WRITTEN CONTRACT BETWEEN A PUBLIC**
4 **EMPLOYER AND AN EMPLOYEE ORGANIZATION.**

5 **(C) “ARBITRATION” MEANS A PROCEDURE WHEREBY PARTIES**
6 **INVOLVED IN A GRIEVANCE DISPUTE SUBMIT THEIR DIFFERENCES TO AN**
7 **IMPARTIAL THIRD PARTY FOR A FINAL AND BINDING DECISION.**

8 **(D) “BOARD” MEANS THE STATE HIGHER EDUCATION LABOR**
9 **RELATIONS BOARD.**

10 **(E) “COLLECTIVE BARGAINING” HAS THE MEANING STATED IN §**
11 **3-101(C) OF THE STATE PERSONNEL AND PENSIONS ARTICLE.**

12 **(F) “CONFIDENTIAL EMPLOYEE” MEANS A PUBLIC EMPLOYEE WHOSE**
13 **UNRESTRICTED ACCESS TO PERSONNEL, BUDGETARY, OR FISCAL DATA**
14 **SUBJECT TO USE BY THE PUBLIC EMPLOYER IN COLLECTIVE BARGAINING, OR**
15 **WHOSE CLOSE, CONTINUING WORKING RELATIONSHIP WITH THOSE**
16 **RESPONSIBLE FOR NEGOTIATING ON BEHALF OF THE PUBLIC EMPLOYER,**
17 **WOULD MAKE THE EMPLOYEE’S MEMBERSHIP IN AN EMPLOYEE ORGANIZATION**
18 **AS A RANK AND FILE EMPLOYEE INCOMPATIBLE WITH THE EMPLOYEE’S DUTIES.**

19 **(G) (1) “EMPLOYEE ORGANIZATION” MEANS AN ORGANIZATION OF**
20 **PUBLIC EMPLOYEES THAT HAS AS ONE OF ITS PRIMARY PURPOSES**
21 **REPRESENTING THOSE EMPLOYEES IN COLLECTIVE BARGAINING.**

22 **(2) “EMPLOYEE ORGANIZATION” DOES NOT INCLUDE A FACULTY**
23 **GOVERNANCE SYSTEM.**

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

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

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

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

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

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

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

8 **(2) “FACULTY” DOES NOT INCLUDE OFFICERS, SUPERVISORY**
9 **EMPLOYEES, CONFIDENTIAL EMPLOYEES, PART-TIME FACULTY, OR STUDENT**
10 **ASSISTANTS.**

11 **(K) “FACULTY GOVERNANCE SYSTEM” MEANS AN INTERNAL**
12 **ORGANIZATION THAT:**

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

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

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

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

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

25 **(O) “OFFICER” MEANS THE PRESIDENT, A VICE-PRESIDENT, A DEAN, OR**
26 **OTHER OFFICIAL OF THE COMMUNITY COLLEGE AS APPOINTED BY THE BOARD**
27 **OF COMMUNITY COLLEGE TRUSTEES.**

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

29 **(1) RECEIVES A CONTRACT FOR LESS THAN 1 FULL ACADEMIC**
30 **YEAR; AND**

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

3 **(Q) (1) "PUBLIC EMPLOYEE" MEANS AN EMPLOYEE EMPLOYED BY**
4 **THE PUBLIC EMPLOYER.**

5 **(2) "PUBLIC EMPLOYEE" DOES NOT INCLUDE:**

6 **(I) AN OFFICER;**

7 **(II) SUPERVISORY OR CONFIDENTIAL EMPLOYEES; AND**

8 **(III) STUDENT ASSISTANTS.**

9 **(R) "PUBLIC EMPLOYER" MEANS THE BOARD OF COMMUNITY COLLEGE**
10 **TRUSTEES FOR A COMMUNITY COLLEGE.**

11 **(S) "STRIKE" MEANS, IN CONCERTED ACTION WITH OTHERS FOR THE**
12 **PURPOSE OF INDUCING, INFLUENCING, OR COERCING A CHANGE IN THE WAGES,**
13 **HOURS, OR OTHER TERMS AND CONDITIONS OF EMPLOYMENT, A PUBLIC**
14 **EMPLOYEE'S:**

15 **(1) REFUSAL TO REPORT FOR DUTY;**

16 **(2) WILLFUL ABSENCE FROM THE POSITION;**

17 **(3) STOPPAGE OF WORK; OR**

18 **(4) ABSTINENCE IN WHOLE OR IN PART FROM THE PROPER**
19 **PERFORMANCE OF THE DUTIES OF EMPLOYMENT.**

20 **(T) "SUPERVISORY EMPLOYEE" MEANS A PUBLIC EMPLOYEE WHO HAS**
21 **FULL-TIME AND EXCLUSIVE AUTHORITY TO ACT ON BEHALF OF A PUBLIC**
22 **EMPLOYER TO:**

23 **(1) HIRE, TRANSFER, SUSPEND, LAY OFF, RECALL, PROMOTE,**
24 **DISCHARGE, ASSIGN, REWARD, OR DISCIPLINE OTHER EMPLOYEES; OR**

25 **(2) ADJUST EMPLOYEE GRIEVANCES.**

26 **16-702.**

1 **(A) A PUBLIC EMPLOYER SHALL DETERMINE WHETHER A PUBLIC**
2 **EMPLOYEE IS TO BE CONSIDERED A PUBLIC EMPLOYEE FOR COLLECTIVE**
3 **BARGAINING PURPOSES.**

4 **(B) A PUBLIC EMPLOYEE OR AN EMPLOYEE ORGANIZATION MAY**
5 **APPEAL THE DETERMINATION TO THE BOARD FOR A FINAL AND BINDING**
6 **DECISION.**

7 **16-703.**

8 **(A) THE BOARD SHALL CONDUCT AN ELECTION FOR AN EXCLUSIVE**
9 **REPRESENTATIVE OF A BARGAINING UNIT IF:**

10 **(1) A VALID PETITION IS SUBMITTED IN ACCORDANCE WITH §**
11 **16-704(B) OF THIS SUBTITLE; AND**

12 **(2) THE BARGAINING UNIT INVOLVED IN THE PETITION IS**
13 **DETERMINED TO BE AN APPROPRIATE BARGAINING UNIT UNDER SUBSECTIONS**
14 **(C) AND (D) OF THIS SECTION.**

15 **(B) AFTER RECEIVING A PETITION FOR AN ELECTION FOR AN**
16 **EXCLUSIVE REPRESENTATIVE, THE BOARD SHALL INVESTIGATE THE PETITION**
17 **FOR PURPOSES OF VERIFICATION AND VALIDATION.**

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

20 **(2) IF THERE IS NOT A DISPUTE ABOUT THE APPROPRIATENESS**
21 **OF THE BARGAINING UNIT, THE BOARD SHALL ISSUE AN ORDER DEFINING AN**
22 **APPROPRIATE BARGAINING UNIT.**

23 **(3) IF THERE IS A DISPUTE ABOUT THE APPROPRIATENESS OF**
24 **THE BARGAINING UNIT, THE BOARD SHALL:**

25 **(I) CONDUCT A PUBLIC HEARING, RECEIVING WRITTEN**
26 **AND ORAL TESTIMONY; AND**

27 **(II) ISSUE AN ORDER DEFINING THE APPROPRIATE**
28 **BARGAINING UNIT.**

29 **(D) (1) THERE SHALL BE A MAXIMUM OF FOUR BARGAINING UNITS**
30 **AT EACH COMMUNITY COLLEGE.**

1 **(2) THE BARGAINING UNITS SHALL INCLUDE:**

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

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

4 **(III) ONE UNIT RESERVED FOR THE REMAINING ELIGIBLE**
5 **EXEMPT EMPLOYEES, AS DEFINED IN THE FEDERAL FAIR LABOR STANDARDS**
6 **ACT; AND**

7 **(IV) ONE UNIT RESERVED FOR ELIGIBLE NONEXEMPT**
8 **EMPLOYEES, AS DEFINED IN THE FEDERAL FAIR LABOR STANDARDS ACT.**

9 **16-704.**

10 **(A) ON OR AFTER OCTOBER 1, 2014, AN ELECTION OR A RECOGNITION**
11 **OF AN EXCLUSIVE REPRESENTATIVE SHALL BE CONDUCTED BY THE BOARD FOR**
12 **EACH BARGAINING UNIT AFTER THE REQUIREMENTS OF § 16-703 OF THIS**
13 **SUBTITLE HAVE BEEN MET BY THAT BARGAINING UNIT.**

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

15 **(1) AN EMPLOYEE ORGANIZATION THAT DEMONSTRATES THAT**
16 **30% OF THE EMPLOYEES IN A BARGAINING UNIT WISH TO BE REPRESENTED FOR**
17 **COLLECTIVE BARGAINING BY AN EXCLUSIVE REPRESENTATIVE;**

18 **(2) A PUBLIC EMPLOYEE, A GROUP OF PUBLIC EMPLOYEES, OR**
19 **AN EMPLOYEE ORGANIZATION THAT DEMONSTRATES THAT 30% OF THE**
20 **EMPLOYEES ASSERT THE DESIGNATED EXCLUSIVE REPRESENTATIVE IS NO**
21 **LONGER THE REPRESENTATIVE OF THE MAJORITY OF EMPLOYEES IN THE**
22 **BARGAINING UNIT; OR**

23 **(3) IF THE BOARD FINDS, ON INVESTIGATION OF THE PUBLIC**
24 **EMPLOYER'S PETITION, THAT A VALID QUESTION OF REPRESENTATION EXISTS,**
25 **A PUBLIC EMPLOYER THAT DEMONSTRATES THAT ONE OR MORE EMPLOYEE**
26 **ORGANIZATIONS HAVE PRESENTED TO THE BOARD A CLAIM, SUPPORTED BY**
27 **SUBSTANTIAL PROOF, TO BE CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE.**

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

29 **(1) THE NAME OR NAMES OF THE EMPLOYEE ORGANIZATION**
30 **SUBMITTING THE VALID PETITION;**

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

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

5 **(D) (1) IN ANY ELECTION WHERE NONE OF THE CHOICES ON THE**
6 **BALLOT RECEIVES A MAJORITY OF THE VOTES CAST, A RUNOFF ELECTION**
7 **SHALL BE CONDUCTED, WITH THE BALLOT PROVIDING FOR A SELECTION**
8 **BETWEEN THE TWO CHOICES RECEIVING THE HIGHEST NUMBER OF BALLOTS**
9 **CAST IN THE ELECTION.**

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

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

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

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

19 **16-705.**

20 **(A) A PUBLIC EMPLOYER SHALL EXTEND TO AN EMPLOYEE**
21 **ORGANIZATION CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE THE RIGHT TO**
22 **REPRESENT THE PUBLIC EMPLOYEES OF THE BARGAINING UNIT INVOLVED IN**
23 **COLLECTIVE BARGAINING AND IN THE SETTLEMENT OF GRIEVANCES.**

24 **(B) AN EMPLOYEE ORGANIZATION CERTIFIED AS THE EXCLUSIVE**
25 **REPRESENTATIVE FOR A BARGAINING UNIT SHALL:**

26 **(1) SERVE AS THE BARGAINING AGENT FOR ALL PUBLIC**
27 **EMPLOYEES IN A BARGAINING UNIT; AND**

28 **(2) REPRESENT FAIRLY AND WITHOUT DISCRIMINATION EACH**
29 **PUBLIC EMPLOYEE IN THE BARGAINING UNIT WITHOUT REGARD TO WHETHER**
30 **THE EMPLOYEE IS A MEMBER OF THE EMPLOYEE ORGANIZATION.**

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

4 **1. ANY UNION DUES AUTHORIZED AND OWED BY THE**
5 **PUBLIC EMPLOYEE TO THE ORGANIZATION; AND**

6 **2. ANY SERVICE FEES AUTHORIZED AND OWED BY**
7 **THE PUBLIC EMPLOYEE TO THE ORGANIZATION.**

8 **(II) A SERVICE FEE DESCRIBED IN SUBPARAGRAPH (I) OF**
9 **THIS PARAGRAPH MAY BE RATIFIED ONLY BY A MAJORITY OF VOTES CAST BY**
10 **THE EMPLOYEES IN THE BARGAINING UNIT.**

11 **(2) (I) A PUBLIC EMPLOYEE WHOSE RELIGIOUS BELIEFS ARE**
12 **OPPOSED TO JOINING OR FINANCIALLY SUPPORTING A COLLECTIVE**
13 **BARGAINING ORGANIZATION IS NOT REQUIRED TO PAY THE DUES AND FEES**
14 **UNDER PARAGRAPH (1) OF THIS SUBSECTION IF THE EMPLOYEE DONATES TO A**
15 **SECULAR, NONUNION CHARITABLE ORGANIZATION.**

16 **(II) THE AMOUNT OF MONEY AND THE SECULAR, NONUNION**
17 **CHARITABLE ORGANIZATION DESCRIBED IN SUBPARAGRAPH (I) OF THIS**
18 **PARAGRAPH SHALL BE DETERMINED BY THE PUBLIC EMPLOYER AND THE**
19 **EXCLUSIVE REPRESENTATIVE.**

20 **(III) AN EMPLOYEE DESCRIBED IN THIS PARAGRAPH SHALL**
21 **PRESENT WRITTEN PROOF OF THE DONATION TO THE PUBLIC EMPLOYER AND**
22 **THE EXCLUSIVE REPRESENTATIVE.**

23 **(D) A PUBLIC EMPLOYEE MAY REFUSE TO JOIN OR PARTICIPATE IN THE**
24 **ACTIVITIES OF AN EMPLOYEE ORGANIZATION.**

25 **16-706.**

26 **(A) COLLECTIVE BARGAINING SHALL INCLUDE ALL MATTERS RELATING**
27 **TO:**

28 **(1) WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF**
29 **EMPLOYMENT; AND**

30 **(2) THE PROCEDURES FOR THE EMPLOYEE ORGANIZATION TO**
31 **RECEIVE MEMBERSHIP DUES AND SERVICE FEES THROUGH PAYROLL**
32 **DEDUCTION.**

1 **(B) IN THE COURSE OF COLLECTIVE BARGAINING, THE PUBLIC**
2 **EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE SHALL:**

3 **(1) MEET AT REASONABLE TIMES; AND**

4 **(2) MAKE EVERY REASONABLE EFFORT TO CONCLUDE**
5 **NEGOTIATIONS WITH A FINAL WRITTEN AGREEMENT IN A TIMELY MANNER**
6 **BEFORE THE BUDGET SUBMISSION DATE OF THE PUBLIC EMPLOYER.**

7 **16-707.**

8 **(A) IF IN THE COURSE OF COLLECTIVE BARGAINING A PARTY DEEMS**
9 **THAT AN IMPASSE EXISTS, THAT PARTY MAY REQUEST THE SERVICES OF THE**
10 **BOARD IN MEDIATION OR ENGAGE ANOTHER MUTUALLY AGREEABLE**
11 **MEDIATOR.**

12 **(B) (1) BY MUTUAL AGREEMENT, THE PARTIES MAY ENGAGE IN**
13 **MEDIATION.**

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

16 **(II) 1. AFTER CONSIDERING THE STATUS OF**
17 **BARGAINING AND THE BUDGET SCHEDULE OF THE PUBLIC EMPLOYER, THE**
18 **BOARD MAY FIND THAT AN IMPASSE EXISTS AND MAY NOTIFY THE PARTIES**
19 **THAT FACT-FINDING IS TO BE INITIATED.**

20 **2. A PUBLIC EMPLOYER AND THE EXCLUSIVE**
21 **REPRESENTATIVE MAY SELECT THEIR OWN FACT FINDER.**

22 **3. A. IF THE PARTIES HAVE NOT SELECTED**
23 **THEIR OWN FACT FINDER WITHIN 5 DAYS OF THE REQUIRED NOTIFICATION, THE**
24 **BOARD SHALL SUBMIT TO THE PARTIES THE NAMES OF FIVE QUALIFIED**
25 **INDIVIDUALS.**

26 **B. EACH PARTY ALTERNATELY SHALL STRIKE TWO**
27 **NAMES FROM THE LIST WITH THE REMAINING INDIVIDUAL BEING THE FACT**
28 **FINDER.**

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

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

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

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

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

12 **16-708.**

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

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

17 **(C) IF A STRIKE OF PUBLIC EMPLOYEES OCCURS, A COURT OF**
18 **COMPETENT JURISDICTION MAY ENJOIN THE STRIKE AT THE REQUEST OF THE**
19 **PUBLIC EMPLOYER.**

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

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

28 **16-709.**

29 **(A) A COLLECTIVE BARGAINING AGREEMENT MAY INCLUDE A**
30 **PROVISION FOR THE ARBITRATION OF GRIEVANCES ARISING UNDER AN**
31 **AGREEMENT.**

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

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

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

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

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

20 **16-710.**

21 **(A) A PUBLIC EMPLOYER HAS THE RIGHT TO:**

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

26 **(2) DIRECT COLLEGE PERSONNEL.**

27 **(B) A PUBLIC EMPLOYEE HAS THE RIGHT TO:**

28 **(1) ORGANIZE;**

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

30 **(3) BARGAIN COLLECTIVELY THROUGH AN EXCLUSIVE**
31 **REPRESENTATIVE;**

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

3 (5) REFRAIN FROM ENGAGING IN THE ACTIVITIES LISTED UNDER
4 THIS PARAGRAPH.

5 (c) (1) A PUBLIC EMPLOYEE OR GROUP OF PUBLIC EMPLOYEES HAS
6 THE RIGHT AT ANY TIME TO:

7 (i) PRESENT A GRIEVANCE ARISING UNDER THE TERMS OF
8 THE AGREEMENT TO THE PUBLIC EMPLOYER; AND

9 (ii) HAVE THE GRIEVANCE ADJUSTED WITHOUT THE
10 INTERVENTION OF THE EXCLUSIVE REPRESENTATIVE.

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

14 (3) A PUBLIC EMPLOYER SHALL HEAR A GRIEVANCE AND
15 PARTICIPATE IN THE ADJUSTMENT OF THE GRIEVANCE.

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

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

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

25 **Article – State Personnel and Pensions**

26 3–2A–01.

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

29 3–2A–05.

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

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

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

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

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

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

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

13 3-2A-07.

14 (a) The Board may investigate:

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

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

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

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

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

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

27 3-2A-08.

28 (a) On written request of an exclusive representative, for each employee in
29 the bargaining unit represented by the exclusive representative, the University

1 System of Maryland system institutions, Morgan State University, St. Mary's College
2 of Maryland, and [Baltimore City Community College] **EACH COMMUNITY COLLEGE**
3 shall provide the exclusive representative with the employee's:

4 (1) name;

5 (2) position classification;

6 (3) unit;

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

9 (5) home and work site telephone numbers.

10 SECTION 3. AND BE IT FURTHER ENACTED, That, if a community college
11 entered into any agreements or contracts with employees of the community college
12 through exclusive representation in the course of collective bargaining before October
13 1, 2014, the community college may continue to operate under the agreements and
14 contracts until the agreements and contracts expire. After the agreements or contracts
15 expire, the community college shall be subject to the rules and regulations of collective
16 bargaining established under this Act.

17 SECTION 4. AND BE IT FURTHER ENACTED, That this Act shall take effect
18 October 1, 2014.