

HOUSE BILL 894

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11r1705
CF SB 746

By: **Delegate Haynes**

Introduced and read first time: February 2, 2021

Assigned to: Appropriations

Committee Report: Favorable with amendments

House action: Adopted

Read second time: March 7, 2021

CHAPTER _____

1 AN ACT concerning

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

3 FOR the purpose of establishing collective bargaining rights for certain community college
4 employees; establishing procedures for the election and certification of an exclusive
5 representative of a bargaining unit; specifying a certain time frame to submit a
6 certain petition and conduct a certain election under certain circumstances;
7 providing procedures by which the State Higher Education Labor Relations Board
8 may designate a bargaining unit; establishing a cap on the number of bargaining
9 units that may be at each community college; specifying the composition of certain
10 bargaining units that may be at each community college; prohibiting the Board from
11 requiring that certain bargaining units conform to certain requirements under
12 certain circumstances; requiring that certain petitions include certain showing of
13 interest forms; providing that certain showing of interest forms are valid under
14 certain circumstances; requiring a public employer to provide to the Board and an
15 employee organization a certain list within a certain time period; requiring a
16 community college to allow certain employees and employee organizations to access
17 certain property and facilities for a certain purpose; prohibiting a community college
18 from limiting the amount of time a public employee has access to certain property or
19 altering or revising certain rules or regulations for a certain purpose; requiring
20 certain collective bargaining agreements to include certain provisions; establishing
21 procedures for providing an exclusive representative with certain new employee
22 information and processing; establishing the matters subject to collective bargaining
23 negotiations; establishing procedures for authorization and certification of the
24 deduction of dues; establishing the matters subject to collective bargaining
25 negotiations; providing for certain rights and responsibilities in connection with the

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 collective bargaining process; requiring the Governor to include certain amounts in
2 the annual budget bill for a certain purpose; authorizing certain parties to engage in
3 mediation and fact-finding under certain circumstances and providing for
4 fact-finding procedures; providing for the settlement of certain grievances;
5 prohibiting certain public employees and exclusive bargaining representatives from
6 engaging in a strike and providing sanctions for engaging in a strike; requiring the
7 parties to collective bargaining negotiations to make certain efforts to conclude
8 negotiations by a certain time; authorizing a collective bargaining agreement to
9 include a provision for the arbitration of certain grievances; requiring that the terms
10 of a collective bargaining agreement supersede certain regulations and policies;
11 providing that a collective bargaining agreement may be reopened under certain
12 circumstances; repealing certain provisions of law relating to collective bargaining
13 rights that apply to individual community colleges; altering the scope of duty of the
14 Board to include administering and enforcing provisions of this Act; providing for the
15 disclosure of certain employee information; requiring that certain community
16 colleges continue to operate under certain agreements and contracts under certain
17 circumstances for a certain period of time; providing that the exclusive
18 representative of a certain bargaining unit maintains certification under certain
19 circumstances; requiring that certain community colleges be subject to certain rules
20 and regulations under certain circumstances; requiring certain impasses to be
21 resolved under certain procedures; stating the intent of the General Assembly that
22 the State promote certain relationships with certain employees of the community
23 college system in a certain manner; authorizing the Board to adopt certain
24 regulations and to make a certain delegation and assignment of responsibilities and
25 obligations; requiring the Board to adopt certain regulations; prohibiting the Board
26 from adopting certain rules; defining certain terms; providing for the application of
27 this Act; providing for the construction of this Act; providing for a delayed effective
28 date; and generally relating to collective bargaining rights for community college
29 employees.

30 BY repealing

31 Article – Education

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

33 Annotated Code of Maryland

34 (2018 Replacement Volume and 2020 Supplement)

35 BY adding to

36 Article – Education

37 Section 16–701 through 16–715 to be under the new subtitle “Subtitle 7. Collective
38 Bargaining”

39 Annotated Code of Maryland

40 (2018 Replacement Volume and 2020 Supplement)

41 BY repealing and reenacting, without amendments,

42 Article – State Personnel and Pensions

43 Section 3–2A–01

44 Annotated Code of Maryland

1 (2015 Replacement Volume and 2020 Supplement)

2 BY repealing and reenacting, with amendments,
3 Article – State Personnel and Pensions
4 Section 3–2A–05, 3–2A–07, and 3–2A–08(a)
5 Annotated Code of Maryland
6 (2015 Replacement Volume and 2020 Supplement)

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

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

12 **Article – Education**

13 **SUBTITLE 7. COLLECTIVE BARGAINING.**

14 **16–701.**

15 (A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS
16 INDICATED.

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

19 (C) “ARBITRATION” MEANS A PROCEDURE BY WHICH PARTIES INVOLVED IN
20 A GRIEVANCE SUBMIT THEIR DIFFERENCES TO AN IMPARTIAL THIRD PARTY FOR A
21 FINAL AND BINDING DECISION.

22 (D) “BOARD” MEANS THE STATE HIGHER EDUCATION LABOR RELATIONS
23 BOARD.

24 (E) “COLLECTIVE BARGAINING” HAS THE MEANING STATED IN § 3–101(C)
25 OF THE STATE PERSONNEL AND PENSIONS ARTICLE.

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

1 **(G) “EMPLOYEE ORGANIZATION” MEANS A LABOR ORGANIZATION OF**
2 **PUBLIC EMPLOYEES THAT HAS AS ONE OF ITS PRIMARY PURPOSES REPRESENTING**
3 **THOSE EMPLOYEES IN COLLECTIVE BARGAINING.**

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

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

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

10 **(2) THE REVIEW OF THE POSITIONS OF THE PARTIES; AND**

11 **(3) A RESOLUTION OF FACTUAL DIFFERENCES BY AN IMPARTIAL**
12 **INDIVIDUAL OR PANEL.**

13 **(J) (1) “FACULTY” MEANS EMPLOYEES WHOSE ASSIGNMENTS INVOLVE**
14 **ACADEMIC RESPONSIBILITIES, INCLUDING TEACHERS AND DEPARTMENT HEADS.**

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

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

20 **(L) “IMPASSE” MEANS A FAILURE BY A PUBLIC EMPLOYER AND AN**
21 **EXCLUSIVE REPRESENTATIVE TO ACHIEVE AGREEMENT IN THE COURSE OF**
22 **NEGOTIATIONS.**

23 **(M) “OFFICER” MEANS THE PRESIDENT, A VICE PRESIDENT, A DEAN, OR ANY**
24 **OTHER SIMILAR OFFICIAL OF THE COMMUNITY COLLEGE AS APPOINTED BY THE**
25 **BOARD OF COMMUNITY COLLEGE TRUSTEES.**

26 **(N) “PART-TIME FACULTY” MEANS EMPLOYEES WHOSE ASSIGNMENTS**
27 **INVOLVE ACADEMIC RESPONSIBILITIES, INCLUDING TEACHERS, COUNSELORS, AND**
28 **DEPARTMENT HEADS, WHO ARE DESIGNATED WITH PART-TIME FACULTY STATUS BY**
29 **THE PRESIDENT OF THE COMMUNITY COLLEGE.**

30 **(O) (1) “PUBLIC EMPLOYEE” MEANS AN EMPLOYEE EMPLOYED BY A**
31 **PUBLIC EMPLOYER.**

1 (2) "PUBLIC EMPLOYEE" INCLUDES FACULTY AND PART-TIME
2 FACULTY AT THE BALTIMORE CITY COMMUNITY COLLEGE.

3 (3) "PUBLIC EMPLOYEE" DOES NOT INCLUDE:

4 (I) OFFICERS;

5 (II) SUPERVISORY OR CONFIDENTIAL EMPLOYEES; OR

6 (III) STUDENT ASSISTANTS.

7 (P) (1) "PUBLIC EMPLOYER" MEANS THE BOARD OF COMMUNITY
8 COLLEGE TRUSTEES FOR A COMMUNITY COLLEGE.

9 (2) "PUBLIC EMPLOYER" INCLUDES THE BOARD OF TRUSTEES OF
10 BALTIMORE CITY COMMUNITY COLLEGE FOR THE PURPOSES OF COLLECTIVE
11 BARGAINING WITH FACULTY AND PART-TIME FACULTY.

12 (Q) (1) "SHOWING OF INTEREST FORM" MEANS A WRITTEN STATEMENT
13 FROM A PUBLIC EMPLOYEE WHO WISHES TO BE REPRESENTED BY A PETITIONING
14 EMPLOYEE ORGANIZATION FOR THE PURPOSE OF COLLECTIVE BARGAINING.

15 (2) "SHOWING OF INTEREST FORM" INCLUDES:

16 (I) A UNION AUTHORIZATION CARD; AND

17 (II) A UNION MEMBERSHIP CARD.

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

22 (1) REFUSAL TO REPORT FOR DUTY;

23 (2) WILLFUL ABSENCE FROM THE POSITION;

24 (3) STOPPAGE OF WORK; OR

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

27 (S) "SUPERVISORY EMPLOYEE" MEANS A PUBLIC EMPLOYEE WHO HAS
28 FULL-TIME AND EXCLUSIVE AUTHORITY TO ACT ON BEHALF OF A PUBLIC EMPLOYER
29 TO:

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

3 (2) ADJUST EMPLOYEE GRIEVANCES.

4 16-702.

5 (A) IT IS THE INTENT OF THE GENERAL ASSEMBLY THAT ~~THE~~:

6 (1) THE STATE PROMOTE HARMONIOUS AND COOPERATIVE
7 RELATIONSHIPS WITH THE PUBLIC EMPLOYEES OF THE COMMUNITY COLLEGE
8 SYSTEM BY ENCOURAGING COLLECTIVE BARGAINING PRACTICES, PROTECTING THE
9 RIGHTS OF PUBLIC EMPLOYEES TO ASSOCIATE, ORGANIZE, AND VOTE FOR THEIR
10 OWN EXCLUSIVE REPRESENTATIVES, AND RECOGNIZING THE DIGNITY OF LABOR
11 FOR ALL EMPLOYEES OF THE COMMUNITY COLLEGE SYSTEM; AND

12 (2) A DELAY IN IMPLEMENTATION OF THIS SUBTITLE SHALL BE TO
13 ENSURE THAT COMMUNITY COLLEGES ARE GRANTED SUFFICIENT TIME TO PLAN
14 FOR POTENTIAL NEGOTIATIONS AND MAY NOT BE USED TO PLAN FOR, OR ENGAGE
15 IN, ACTIVITIES THAT WOULD DISCOURAGE OR OTHERWISE COERCE EMPLOYEES
16 SEEKING TO HOLD AN ELECTION.

17 (B) THIS SUBTITLE SHALL APPLY:

18 (1) BEGINNING ON SEPTEMBER 1, 2022, TO:

19 (I) ANNE ARUNDEL COMMUNITY COLLEGE;

20 (II) COMMUNITY COLLEGE OF BALTIMORE COUNTY;

21 (III) FREDERICK COMMUNITY COLLEGE;

22 (IV) HARFORD COMMUNITY COLLEGE;

23 (V) HOWARD COMMUNITY COLLEGE;

24 (VI) MONTGOMERY COLLEGE;

25 (VII) PRINCE GEORGE'S COMMUNITY COLLEGE; AND

26 (VIII) COLLEGE OF SOUTHERN MARYLAND;

27 (2) BEGINNING ON SEPTEMBER 1, 2023, TO:

1 **(I) ALLEGANY COLLEGE OF MARYLAND;**

2 **(II) CARROLL COMMUNITY COLLEGE;**

3 **(III) CECIL COLLEGE;**

4 **(IV) CHESAPEAKE COLLEGE;**

5 **(V) GARRETT COLLEGE;**

6 **(VI) HAGERSTOWN COMMUNITY COLLEGE; AND**

7 **(VII) WOR-WIC COMMUNITY COLLEGE; AND**

8 **(3) BEGINNING OCTOBER 1, 2024, BALTIMORE CITY COMMUNITY**
9 **COLLEGE.**

10 **16-703.**

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

13 **(1) A VALID PETITION IS SUBMITTED IN ACCORDANCE WITH §**
14 **16-704 OF THIS SUBTITLE; AND**

15 **(2) THE BARGAINING UNIT INVOLVED IN THE PETITION IS**
16 **DETERMINED TO BE AN APPROPRIATE BARGAINING UNIT UNDER SUBSECTIONS (B)**
17 **AND (C) OF THIS SECTION.**

18 **(B) (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 OF**
21 **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 THE**
24 **BARGAINING UNIT, THE BOARD SHALL:**

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

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

1 (C) THERE MAY BE NO MORE THAN ~~SIX~~ FOUR BARGAINING UNITS AT EACH
2 COMMUNITY COLLEGE INCLUDING:

3 (1) ONE UNIT RESERVED FOR FULL-TIME FACULTY;

4 (2) ONE UNIT RESERVED FOR PART-TIME FACULTY; AND

5 (3) ~~ONE UNIT RESERVED FOR THE REMAINING ELIGIBLE EXEMPT~~
6 ~~EMPLOYEES, AS DEFINED IN THE FEDERAL FAIR LABOR STANDARDS ACT;~~

7 (4) ~~TWO UNITS RESERVED FOR ELIGIBLE NONEXEMPT EMPLOYEES,~~
8 ~~AS DEFINED IN THE FEDERAL FAIR LABOR STANDARDS ACT; AND~~

9 (5) ~~ONE UNIT RESERVED FOR SWORN POLICE OFFICERS.~~

10 (D) THE BOARD MAY NOT REQUIRE THE BARGAINING UNITS AT A
11 COMMUNITY COLLEGE TO CONFORM TO THE REQUIREMENTS OF THIS SECTION IF
12 THE BARGAINING UNITS WERE IN EXISTENCE BEFORE ~~OCTOBER 1, 2021~~
13 SEPTEMBER 1, 2022.

14 16-704.

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

18 (B) SUBJECT TO SUBSECTION (C) OF THIS SECTION, A PETITION FOR AN
19 ELECTION MAY BE SUBMITTED BY:

20 (1) AN EMPLOYEE ORGANIZATION THAT DEMONSTRATES THAT AT
21 LEAST 30% OF THE EMPLOYEES IN A BARGAINING UNIT WISH TO BE REPRESENTED
22 FOR COLLECTIVE BARGAINING BY AN EXCLUSIVE REPRESENTATIVE; OR

23 (2) A PUBLIC EMPLOYEE, A GROUP OF PUBLIC EMPLOYEES, OR AN
24 EMPLOYEE ORGANIZATION THAT DEMONSTRATES THAT AT LEAST 30% OF THE
25 EMPLOYEES ASSERT THAT THE EXISTING DESIGNATED EXCLUSIVE
26 REPRESENTATIVE IS NO LONGER THE REPRESENTATIVE OF THE MAJORITY OF
27 EMPLOYEES IN THE BARGAINING UNIT.

28 (C) (1) A PETITION SUBMITTED UNDER SUBSECTION (B) OF THIS SECTION
29 SHALL INCLUDE SHOWING OF INTEREST FORMS PROVIDED TO THE BOARD FROM AN
30 EMPLOYEE ORGANIZATION.

1 **(2) A SHOWING OF INTEREST FORM SHALL BE ACCEPTED BY THE**
2 **BOARD IF THE FORM INCLUDES ELECTRONIC OR HANDWRITTEN SIGNATURES.**

3 **(3) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS**
4 **PARAGRAPH, A SHOWING OF INTEREST FORM IS VALID IF THE SIGNATURES WERE**
5 **COLLECTED WITHIN THE 18-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE**
6 **ON WHICH A PETITION FOR AN ELECTION IS FILED.**

7 **(II) FOR AN ELECTION THAT IS CONDUCTED TO DETERMINE**
8 **THAT AN EXCLUSIVE REPRESENTATIVE NO LONGER REPRESENTS A UNIT, A**
9 **SHOWING OF INTEREST FORM IS VALID IF THE SIGNATURES WERE COLLECTED**
10 **WITHIN THE 90-DAY PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH A**
11 **PETITION FOR ELECTION IS FILED.**

12 **(4) A SHOWING OF INTEREST FORM MAY BE USED BY A PUBLIC**
13 **EMPLOYEE FOR MORE THAN ONE PUBLIC EMPLOYER AS LONG AS THE PUBLIC**
14 **EMPLOYEE WORKS FOR THE PUBLIC EMPLOYER.**

15 **(D) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, A PUBLIC**
16 **EMPLOYER SHALL PROVIDE TO THE BOARD AND AN EMPLOYEE ORGANIZATION AN**
17 **ALPHABETICAL LIST OF PUBLIC EMPLOYEES IN EACH BARGAINING UNIT WITHIN 2**
18 **DAYS AFTER A PETITION FOR AN ELECTION IS FILED.**

19 **(2) THE LIST REQUIRED TO BE PROVIDED UNDER PARAGRAPH (1) OF**
20 **THIS SUBSECTION SHALL:**

21 **(I) INCLUDE FOR EACH PUBLIC EMPLOYEE ON THE PAYROLL**
22 **FOR THE LAST PAY PERIOD BEFORE A PETITION FOR ELECTION IS FILED, THE**
23 **PUBLIC EMPLOYEE'S:**

24 **A. NAME;**

25 **B. POSITION CLASSIFICATION;**

26 **C. HOME AND WORK SITE ADDRESSES WHERE THE**
27 **EMPLOYEE RECEIVES INTEROFFICE OR UNITED STATES MAIL;**

28 **D. HOME AND WORK SITE TELEPHONE NUMBERS;**

29 **E. PERSONAL CELL PHONE NUMBER; AND**

30 **F. WORK E-MAIL ADDRESS; AND**

1 (II) IDENTIFY EACH PUBLIC EMPLOYEE THAT SHOULD BE
2 EXCLUDED AS AN ELIGIBLE VOTER WITH A STATEMENT EXPLAINING THE REASON
3 FOR THE EXCLUSION.

4 (3) A PUBLIC EMPLOYER MAY NOT CHALLENGE THE ELIGIBILITY OF
5 A PUBLIC EMPLOYEE'S VOTE IN AN ELECTION IF THE EMPLOYER FAILS TO EXPLAIN
6 THE REASON FOR EXCLUDING A PUBLIC EMPLOYEE UNDER THIS SUBSECTION.

7 (4) NAMES OR LISTS OF EMPLOYEES PROVIDED TO THE BOARD IN
8 CONNECTION WITH AN ELECTION UNDER THIS SECTION ARE NOT SUBJECT TO
9 DISCLOSURE IN ACCORDANCE WITH THE PUBLIC INFORMATION ACT.

10 (E) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, THE BOARD
11 SHALL:

12 (I) PROMPTLY DETERMINE THE ADEQUACY OF THE SHOWING
13 OF INTEREST BY COMPARING SHOWING OF INTEREST FORMS TO THE ELIGIBILITY
14 LIST PROVIDED BY A PUBLIC EMPLOYER UNDER SUBSECTION (D) OF THIS SECTION;
15 AND

16 (II) PROVIDE NOTICE TO AN EMPLOYEE ORGANIZATION OF THE
17 DETERMINATION.

18 (2) IF THE BOARD DETERMINES UNDER PARAGRAPH (1) OF THIS
19 SUBSECTION THAT A REQUIRED SHOWING OF INTEREST IS NOT ADEQUATE, THE
20 BOARD:

21 (I) SHALL ALLOW AN EMPLOYEE ORGANIZATION TO SUBMIT
22 ADDITIONAL SHOWING OF INTEREST FORMS WITHIN 30 DAYS AFTER THE EMPLOYEE
23 ORGANIZATION IS NOTIFIED OF THE DETERMINATION; AND

24 (II) MAY PROVIDE ADDITIONAL TIME TO AN EMPLOYEE
25 ORGANIZATION TO PROVIDE ADDITIONAL FORMS FOR GOOD CAUSE.

26 16-705.

27 (A) (1) AN EMPLOYEE ORGANIZATION MAY BE CERTIFIED AS AN
28 EXCLUSIVE REPRESENTATIVE ONLY AS PROVIDED UNDER THIS SECTION.

29 (2) EXCEPT AS PROVIDED IN SUBSECTION (J) OF THIS SECTION, ON
30 OR AFTER ~~OCTOBER 1, 2021~~ SEPTEMBER 1, 2022, AN ELECTION OR A RECOGNITION
31 OF AN EXCLUSIVE REPRESENTATIVE SHALL BE CONDUCTED BY THE BOARD FOR
32 EACH BARGAINING UNIT AFTER THE REQUIREMENTS OF § 16-704 OF THIS SUBTITLE
33 HAVE BEEN MET BY THAT BARGAINING UNIT.

1 **(3) THE BOARD MAY USE A THIRD-PARTY CONTRACTOR TO RECEIVE**
2 **AND COUNT BALLOTS FOR AN ELECTION UNDER THIS SECTION.**

3 **(B) FOR EACH ELECTION, THE BOARD SHALL PLACE ON THE BALLOT:**

4 **(1) THE NAME OR NAMES OF THE EMPLOYEE ORGANIZATION**
5 **SUBMITTING THE VALID PETITION;**

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

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

10 **(C) (1) IN ANY ELECTION IN WHICH NONE OF THE CHOICES ON THE**
11 **BALLOT RECEIVES A MAJORITY OF THE VOTES CAST, A RUNOFF ELECTION SHALL BE**
12 **CONDUCTED, WITH THE BALLOT PROVIDING FOR A SELECTION BETWEEN THE TWO**
13 **CHOICES RECEIVING THE HIGHEST NUMBER OF BALLOTS CAST IN THE ELECTION.**

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

17 **(D) (1) WITHIN 7 DAYS AFTER AN ELECTION IS ORDERED, A PUBLIC**
18 **EMPLOYER SHALL SUBMIT TO THE BOARD AND AN EMPLOYEE ORGANIZATION AN**
19 **UPDATED ALPHABETICAL LIST OF ELIGIBLE PUBLIC EMPLOYEES WHO MAY VOTE IN**
20 **THE ELECTION.**

21 **(2) THE LIST REQUIRED TO BE SUBMITTED UNDER PARAGRAPH (1) OF**
22 **THIS SUBSECTION SHALL INCLUDE THE SAME INFORMATION REQUIRED UNDER §**
23 **16-704 FOR EACH ELIGIBLE PUBLIC EMPLOYEE.**

24 **(E) A PUBLIC EMPLOYER, ITS OFFICERS, AND AN AGENT OF THE EMPLOYER**
25 **MAY NOT SPEND PUBLIC MONEY, USE PUBLIC RESOURCES, OR PROVIDE ASSISTANCE**
26 **TO AN INDIVIDUAL OR A GROUP FOR A NEGATIVE CAMPAIGN AGAINST AN EMPLOYEE**
27 **ORGANIZATION.**

28 **(F) (1) WITHIN 7 DAYS AFTER A VALID ELECTION HAS BEEN DETERMINED**
29 **UNDER SUBSECTION (A) OF THIS SECTION, A PUBLIC EMPLOYER SHALL ALLOW**
30 **PUBLIC EMPLOYEES AND EMPLOYEE ORGANIZATIONS TO ACCESS THE EMPLOYER’S**
31 **PROPERTY AND FACILITIES, INCLUDING GROUNDS, ROOMS, BULLETIN BOARDS,**
32 **CAMPUS MAIL, AND OTHER COMMON AREAS FOR CAMPAIGN ACTIVITIES FOR THE**
33 **ELECTION.**

1 **(2) THE PUBLIC EMPLOYER MAY NOT:**

2 **(I) LIMIT THE AMOUNT OF TIME A PUBLIC EMPLOYEE HAS**
3 **ACCESS TO THE PUBLIC EMPLOYER'S PROPERTY AND FACILITIES DURING AN**
4 **ELECTION UNDER THIS SECTION; OR**

5 **(II) ALTER OR REVISE EXISTING RULES OR REGULATIONS TO**
6 **UNFAIRLY LIMIT OR PROHIBIT PUBLIC EMPLOYEES OR EMPLOYEE ORGANIZATIONS**
7 **FROM COLLECTIVE BARGAINING.**

8 **(3) THIS SUBSECTION MAY NOT BE CONSTRUED TO ALLOW CAMPAIGN**
9 **ACTIVITIES TO INTERFERE WITH A PUBLIC EMPLOYER'S OPERATIONS.**

10 **(G) (1) THE BOARD SHALL CONDUCT THE ELECTION:**

11 **(I) BY SECRET BALLOT; AND**

12 **(II) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, IN**
13 **WHOLE OR IN PART BY IN-PERSON VOTING, MAIL, OR AN ELECTRONIC VOTING**
14 **SYSTEM.**

15 **(2) THE BOARD MAY DESIGNATE THE TIME PERIOD FOR IN-PERSON**
16 **VOTING UNDER PARAGRAPH (1)(II) OF THIS SUBSECTION ONLY AFTER CONSULTING**
17 **WITH THE PUBLIC EMPLOYER AND EMPLOYEE ORGANIZATIONS ON THE BALLOT.**

18 **(3) (I) THE BOARD SHALL ALLOW AT LEAST 10 DAYS OF VOTING**
19 **FOR AN ELECTION CONDUCTED UNDER PARAGRAPH (1) OF THIS SUBSECTION,**
20 **UNLESS AN EMPLOYEE ORGANIZATION ON THE BALLOT REQUESTS AN EXTENSION.**

21 **(II) THE BOARD MAY EXTEND THE TIME PERIOD FOR VOTING**
22 **DUE TO INOPERABLE VOTING SYSTEMS.**

23 **(H) (1) AN EMPLOYEE ORGANIZATION ON A BALLOT MAY REQUEST A**
24 **PREFERRED METHOD OF VOTING AT THE TIME A PETITION FOR ELECTION IS FILED**
25 **WITH THE BOARD.**

26 **(2) EXCEPT AS PROVIDED IN PARAGRAPH (3) OF THIS SUBSECTION,**
27 **THE BOARD SHALL DESIGNATE THE METHOD OF VOTING BASED ON THE REQUESTS**
28 **OF THE EMPLOYEE ORGANIZATIONS ON THE BALLOT.**

29 **(3) IF THERE IS A DISPUTE BETWEEN TWO OR MORE EMPLOYEE**
30 **ORGANIZATIONS ON THE BALLOT OVER THE METHOD OF VOTING, THE BOARD MAY**
31 **DESIGNATE THE METHOD OF VOTING.**

1 **(I) (1) THE BOARD SHALL PROVIDE NOTICE OF EACH ELECTION THAT**
2 **DESCRIBES THE METHOD OF VOTING TO EMPLOYEE ORGANIZATIONS ON THE**
3 **BALLOT AND TO THE PUBLIC EMPLOYER.**

4 **(2) THE PUBLIC EMPLOYER SHALL MAKE PUBLICLY AVAILABLE**
5 **NOTICE OF EACH ELECTION TO ALL ELIGIBLE PUBLIC EMPLOYEES WITHIN ~~1 DAY~~ 2**
6 **DAYS AFTER THE PUBLIC EMPLOYER RECEIVES NOTICE OF THE ELECTION FROM**
7 **THE BOARD.**

8 **(3) THE BOARD SHALL ASSIST AN ELIGIBLE PUBLIC EMPLOYEE IN**
9 **USING AN ALTERNATIVE METHOD OF VOTING TO CAST A BALLOT IF THE PUBLIC**
10 **EMPLOYEE PROMPTLY INFORMS THE BOARD OF THE INABILITY TO CAST A BALLOT**
11 **USING THE DESIGNATED METHOD OF VOTING.**

12 **(J) THE BOARD SHALL DESIGNATE AN EMPLOYEE ORGANIZATION AS THE**
13 **EXCLUSIVE REPRESENTATIVE ONLY IF:**

14 **(1) ONE EMPLOYEE ORGANIZATION SEEKS CERTIFICATION AS THE**
15 **EXCLUSIVE REPRESENTATIVE;**

16 **(2) THERE IS NO INCUMBENT EXCLUSIVE REPRESENTATIVE;**

17 **(3) THE EMPLOYEE ORGANIZATION HAS NOT REQUESTED AN**
18 **ELECTION; AND**

19 **(4) THE BOARD DETERMINES THAT MORE THAN 50% OF THE PUBLIC**
20 **EMPLOYEES IN THE BARGAINING UNIT SUPPORT THE EMPLOYEE ORGANIZATION**
21 **THROUGH COMPARING SHOWING OF INTEREST FORMS WITH A PUBLIC EMPLOYER'S**
22 **PROVIDED LIST OF PUBLIC EMPLOYEES IN THE BARGAINING UNIT.**

23 **(K) THE ELECTION OF AN EXCLUSIVE REPRESENTATIVE MAY NOT BE**
24 **CONDUCTED IN ANY BARGAINING UNIT IN WHICH:**

25 **(1) AN EXCLUSIVE REPRESENTATIVE HAS BEEN CERTIFIED WITHIN**
26 **THE IMMEDIATELY PRECEDING 24 MONTHS; OR**

27 **(2) A VALID ELECTION HAS BEEN HELD WITHIN THE IMMEDIATELY**
28 **PRECEDING 12 MONTHS IN WHICH AN EXCLUSIVE REPRESENTATIVE WAS**
29 **CERTIFIED.**

30 **(L) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, THE**
31 **EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT THAT OPERATED UNDER A**
32 **COLLECTIVE BARGAINING AGREEMENT OR CONTRACT BEFORE ~~OCTOBER 1, 2021~~**

1 **SEPTEMBER 1, 2022**, MAINTAINS CERTIFICATION AFTER THE AGREEMENT OR
2 CONTRACT EXPIRES.

3 **(2)** IF A COLLECTIVE BARGAINING AGREEMENT OR CONTRACT IS IN
4 EFFECT, A VALID PETITION FOR AN ELECTION UNDER THIS SECTION MAY BE
5 SUBMITTED AND AN ELECTION CONDUCTED UNDER THIS SECTION ONLY IF THE
6 PETITION IS SUBMITTED AT LEAST 90 DAYS, BUT NOT MORE THAN 120 DAYS, BEFORE
7 THE EXPIRATION OF THE COLLECTIVE BARGAINING AGREEMENT OR CONTRACT.

8 **16-706.**

9 **(A)** A PUBLIC EMPLOYER SHALL EXTEND TO AN EMPLOYEE ORGANIZATION
10 CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE THE RIGHT TO REPRESENT THE
11 PUBLIC EMPLOYEES OF THE BARGAINING UNIT INVOLVED IN COLLECTIVE
12 BARGAINING AND IN THE SETTLEMENT OF GRIEVANCES.

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

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

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

20 **16-707.**

21 **(A)** **(1)** SUBJECT TO PARAGRAPH **(2)** OF THIS SUBSECTION, WITHIN 10
22 DAYS AFTER A NEW EMPLOYEE'S DATE OF HIRE, FOR EACH NEW PUBLIC EMPLOYEE
23 IN THE BARGAINING UNIT REPRESENTED BY THE EXCLUSIVE REPRESENTATIVE, THE
24 PUBLIC EMPLOYER SHALL PROVIDE THE EXCLUSIVE REPRESENTATIVE WITH THE
25 INFORMATION REQUIRED UNDER § 16-704 OF THIS SUBTITLE.

26 **(2)** A PUBLIC EMPLOYER SHALL PROVIDE THE EXCLUSIVE
27 REPRESENTATIVE WITH THE INFORMATION REQUIRED UNDER PARAGRAPH **(1)** OF
28 THIS SUBSECTION IN A SEARCHABLE AND ANALYZABLE ELECTRONIC FORMAT.

29 **(B)** **(1)** EXCEPT AS PROVIDED IN PARAGRAPHS **(2)** AND **(3)** OF THIS
30 SUBSECTION, AN EXCLUSIVE REPRESENTATIVE SHALL CONSIDER THE
31 INFORMATION THAT IT RECEIVES UNDER THIS SECTION AS CONFIDENTIAL AND MAY
32 NOT DISCLOSE THE INFORMATION TO ANY PERSON.

1 **(2) AN EXCLUSIVE REPRESENTATIVE MAY AUTHORIZE THIRD-PARTY**
2 **CONTRACTORS TO USE THE INFORMATION THAT IT RECEIVES UNDER THIS SECTION,**
3 **AS DIRECTED BY THE EXCLUSIVE REPRESENTATIVE, TO CARRY OUT THE EXCLUSIVE**
4 **REPRESENTATIVE’S STATUTORY DUTIES UNDER THIS TITLE.**

5 **(3) AN EXCLUSIVE REPRESENTATIVE OR AN AUTHORIZED**
6 **THIRD-PARTY CONTRACTOR MAY USE THE INFORMATION THAT IT RECEIVES UNDER**
7 **THIS SECTION FOR THE PURPOSE OF MAINTAINING OR INCREASING EMPLOYEE**
8 **MEMBERSHIP IN AN EMPLOYEE ORGANIZATION.**

9 **(4) ON WRITTEN REQUEST OF A PUBLIC EMPLOYEE, AN EXCLUSIVE**
10 **REPRESENTATIVE SHALL WITHHOLD FURTHER COMMUNICATION WITH A PUBLIC**
11 **EMPLOYEE UNLESS OTHERWISE REQUIRED BY LAW OR THE WRITTEN REQUEST IS**
12 **REVOKED BY THE PUBLIC EMPLOYEE.**

13 **(C) (1) (I) A PUBLIC EMPLOYER SHALL PROVIDE THE EXCLUSIVE**
14 **REPRESENTATIVE WITH THE INFORMATION DESCRIBED IN SUBSECTION (A) OF THIS**
15 **SECTION FOR EACH PUBLIC EMPLOYEE IN THE BARGAINING UNIT REPRESENTED BY**
16 **THE EXCLUSIVE REPRESENTATIVE ONCE EVERY 90 DAYS.**

17 **(II) SUBJECT TO § 16-709 OF THIS SUBTITLE, A PUBLIC**
18 **EMPLOYER MAY NEGOTIATE WITH THE EXCLUSIVE REPRESENTATIVE TO PROVIDE**
19 **THE INFORMATION REQUIRED UNDER THIS PARAGRAPH MORE FREQUENTLY THAN**
20 **ONCE EVERY 90 DAYS.**

21 **(2) A PUBLIC EMPLOYER SHALL PROVIDE THE EXCLUSIVE**
22 **REPRESENTATIVE WITH THE INFORMATION DESCRIBED IN SUBSECTION (A) OF THIS**
23 **SECTION REGARDLESS OF WHETHER THE NEWLY HIRED PUBLIC EMPLOYEE WAS**
24 **PREVIOUSLY EMPLOYED BY THE PUBLIC EMPLOYER.**

25 **16-708.**

26 **(A) IN THIS SECTION, “NEW EMPLOYEE PROCESSING” MEANS THE PROCESS**
27 **FOR A NEWLY HIRED PUBLIC EMPLOYEE, WHETHER IN-PERSON, ONLINE, OR**
28 **THROUGH OTHER MEANS, IN WHICH NEW PUBLIC EMPLOYEES ARE ADVISED OF**
29 **THEIR EMPLOYMENT STATUS, RIGHTS, BENEFITS, DUTIES, RESPONSIBILITIES, AND**
30 **OTHER EMPLOYMENT-RELATED MATTERS.**

31 **(B) (1) (I) A PUBLIC EMPLOYER SHALL PROVIDE THE EXCLUSIVE**
32 **REPRESENTATIVE ACCESS TO NEW EMPLOYEE PROCESSING.**

33 **(II) EXCEPT AS PROVIDED IN SUBPARAGRAPH (III) OF THIS**
34 **PARAGRAPH, A PUBLIC EMPLOYER SHALL PROVIDE THE EXCLUSIVE**

1 REPRESENTATIVE AT LEAST 10 DAYS' NOTICE IN ADVANCE OF A NEW EMPLOYEE
2 PROCESSING.

3 (III) A PUBLIC EMPLOYER MAY PROVIDE THE EXCLUSIVE
4 REPRESENTATIVE WITH LESS THAN 10 DAYS' NOTICE IF THERE IS AN URGENT NEED
5 CRITICAL TO THE PUBLIC EMPLOYER'S NEW EMPLOYEE PROCESSING THAT WAS NOT
6 REASONABLY FORESEEABLE.

7 (2) (I) THE STRUCTURE, TIME, AND MANNER OF THE ACCESS
8 REQUIRED IN PARAGRAPH (1) OF THIS SUBSECTION SHALL BE DETERMINED
9 THROUGH NEGOTIATIONS BETWEEN THE PUBLIC EMPLOYER AND THE EXCLUSIVE
10 REPRESENTATIVE IN ACCORDANCE WITH § 16-709 OF THIS SUBTITLE.

11 (II) WHEN NEGOTIATING ACCESS TO NEW EMPLOYEE
12 PROCESSING UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH, IF ANY DISPUTE HAS
13 NOT BEEN RESOLVED WITHIN 45 DAYS AFTER THE FIRST MEETING OF THE PUBLIC
14 EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE, OR WITHIN 60 DAYS AFTER AN
15 INITIAL REQUEST TO NEGOTIATE, WHICHEVER OCCURS FIRST, EITHER PARTY MAY
16 REQUEST THAT THE BOARD DECLARE AN IMPASSE UNDER § 16-711 OF THIS
17 SUBTITLE.

18 (III) IN AN IMPASSE PROCEEDING UNDER § 16-711 OF THIS
19 SUBTITLE, THE MEDIATOR OR BOARD SHALL CONSIDER:

20 1. THE ABILITY OF THE EXCLUSIVE REPRESENTATIVE
21 TO COMMUNICATE WITH THE PUBLIC EMPLOYEES IT REPRESENTS;

22 2. THE LEGAL OBLIGATIONS OF THE EXCLUSIVE
23 REPRESENTATIVE TO THE PUBLIC EMPLOYEES;

24 3. APPLICABLE STATE, FEDERAL, AND LOCAL LAWS;

25 4. ANY STIPULATIONS OF THE PARTIES;

26 5. THE INTERESTS AND WELFARE OF THE PUBLIC
27 EMPLOYEES AND THE FINANCIAL CONDITION OF THE PUBLIC EMPLOYER;

28 6. THE STRUCTURE, TIME, AND MANNER OF ACCESS OF
29 AN EXCLUSIVE REPRESENTATIVE TO NEW EMPLOYEE PROCESSING IN COMPARABLE
30 PUBLIC EMPLOYERS, INCLUDING THE ACCESS PROVISIONS IN OTHER MEMORANDA
31 OF UNDERSTANDING OR COLLECTIVE BARGAINING AGREEMENTS; AND

1 7. ANY OTHER FACTS ROUTINELY CONSIDERED IN
2 ESTABLISHING THE STRUCTURE, TIME, AND MANNER OF ACCESS OF AN EXCLUSIVE
3 REPRESENTATIVE TO NEW EMPLOYEE PROCESSING.

4 (3) (I) A REQUEST TO NEGOTIATE UNDER PARAGRAPH (2) OF THIS
5 SUBSECTION MADE BETWEEN ~~OCTOBER 1, 2021~~ SEPTEMBER 1, 2022, AND THE
6 EXPIRATION DATE OF AN EXISTING COLLECTIVE BARGAINING AGREEMENT
7 BETWEEN THE PARTIES SHALL REOPEN THE EXISTING COLLECTIVE BARGAINING
8 AGREEMENT ONLY FOR THE PURPOSE OF NEGOTIATING THE ACCESS OF THE
9 EXCLUSIVE REPRESENTATIVE TO THE PUBLIC EMPLOYER'S NEW EMPLOYEE
10 PROCESSING.

11 (II) EITHER PARTY MAY ELECT TO NEGOTIATE A SEPARATE
12 AGREEMENT ON THE ACCESS OF THE EXCLUSIVE REPRESENTATIVE TO THE PUBLIC
13 EMPLOYER'S NEW EMPLOYEE PROCESSING IN LIEU OF REOPENING THE EXISTING
14 COLLECTIVE BARGAINING AGREEMENT.

15 (C) THIS SECTION DOES NOT PROHIBIT A PUBLIC EMPLOYER AND AN
16 EXCLUSIVE REPRESENTATIVE FROM NEGOTIATING ACCESS TO NEW EMPLOYEE
17 PROCESSING THAT VARIES FROM THE REQUIREMENTS OF THIS SECTION.

18 **16-709.**

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

20 (1) WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF
21 EMPLOYMENT; AND

22 (2) THE PROCEDURES FOR THE EMPLOYEE ORGANIZATION TO
23 RECEIVE MEMBERSHIP DUES THROUGH PAYROLL DEDUCTION.

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

26 (1) MEET AT REASONABLE TIMES; AND

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

30 (C) AN AGREEMENT MAY INCLUDE A PROVISION FOR THE ARBITRATION OF
31 GRIEVANCES ARISING UNDER THE AGREEMENT.

1 (D) (1) AN AGREEMENT MAY NOT INCLUDE MATTERS RELATING TO THE
2 EMPLOYEES' OR TEACHERS' RETIREMENT OR PENSION SYSTEMS OTHERWISE
3 COVERED BY THE ANNOTATED CODE OF MARYLAND.

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

7 (E) THE TERMS OF AN AGREEMENT SHALL SUPERSEDE ANY CONFLICTING
8 REGULATIONS OR ADMINISTRATIVE POLICIES OF THE PUBLIC EMPLOYER.

9 (F) (1) (I) ~~A~~ EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS
10 SUBSECTION, A REQUEST FOR FUNDS NECESSARY TO IMPLEMENT AN AGREEMENT
11 SHALL BE SUBMITTED BY THE PUBLIC EMPLOYER IN A TIMELY FASHION FOR
12 CONSIDERATION IN THE BUDGET PROCESS OF THE COUNTY.

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

18 (2) FOR BALTIMORE CITY COMMUNITY COLLEGE, IN THE ANNUAL
19 BUDGET BILL SUBMITTED TO THE GENERAL ASSEMBLY, THE GOVERNOR SHALL
20 INCLUDE ANY AMOUNTS IN THE BUDGET OF BALTIMORE CITY COMMUNITY
21 COLLEGE REQUIRED TO ACCOMMODATE ANY ADDITIONAL COST RESULTING FROM
22 THE NEGOTIATIONS, INCLUDING THE ACTUARIAL IMPACT OF ANY LEGISLATIVE
23 CHANGES TO ANY OF THE STATE PENSION OR RETIREMENT SYSTEMS THAT ARE
24 REQUIRED, AS A RESULT OF THE NEGOTIATIONS, FOR THE FISCAL YEAR BEGINNING
25 THE IMMEDIATELY FOLLOWING JULY 1 IF THE LEGISLATIVE CHANGES HAVE BEEN
26 NEGOTIATED TO BECOME EFFECTIVE IN THAT FISCAL YEAR.

27 16-710.

28 (A) AN AGREEMENT SHALL INCLUDE A PROVISION FOR THE DEDUCTION
29 FROM THE PAYCHECK OF EACH PUBLIC EMPLOYEE IN A BARGAINING UNIT OF ANY
30 MEMBERSHIP DUES AUTHORIZED AND OWED BY THE PUBLIC EMPLOYEE TO THE
31 EXCLUSIVE REPRESENTATIVE.

32 (B) (1) A PUBLIC EMPLOYEE MAY AUTHORIZE A DEDUCTION UNDER THIS
33 SECTION BY NOTIFYING THE EXCLUSIVE REPRESENTATIVE.

34 (2) THE NOTICE MAY BE A HANDWRITTEN OR ELECTRONIC
35 STATEMENT.

1 **(3) A PUBLIC EMPLOYEE MAY MAKE A REQUEST TO THE EXCLUSIVE**
2 **REPRESENTATIVE TO CANCEL OR CHANGE A DEDUCTION UNDER THIS SECTION.**

3 **(C) AN EXCLUSIVE REPRESENTATIVE SHALL:**

4 **(1) COLLECT AND MAINTAIN THE NOTICES UNDER SUBSECTION (B)**
5 **OF THIS SECTION;**

6 **(2) CERTIFY TO A PUBLIC EMPLOYER THE PUBLIC EMPLOYEES WHO**
7 **HAVE AUTHORIZED DEDUCTIONS UNDER THIS SECTION; AND**

8 **(3) INDEMNIFY A PUBLIC EMPLOYER FROM ANY CLAIMS MADE BY A**
9 **PUBLIC EMPLOYEE MADE IN RELIANCE ON THE CERTIFICATION UNDER THIS**
10 **SECTION.**

11 **(D) AN EXCLUSIVE REPRESENTATIVE MAY NOT BE REQUIRED TO PROVIDE**
12 **COPIES OF AUTHORIZATION NOTICES UNLESS A DISPUTE ARISES IN CONNECTION**
13 **WITH THE VALIDITY OF AN AUTHORIZATION.**

14 **(E) A PUBLIC EMPLOYER SHALL:**

15 **(1) RELY ON AN EXCLUSIVE REPRESENTATIVE'S CERTIFICATION OF**
16 **PUBLIC EMPLOYEES WHO HAVE AUTHORIZED DEDUCTIONS;**

17 **(2) DIRECT PUBLIC EMPLOYEES TO THE EXCLUSIVE**
18 **REPRESENTATIVE TO CANCEL OR CHANGE A DEDUCTION; AND**

19 **(3) SUBMIT A DISPUTE ARISING BETWEEN A PUBLIC EMPLOYEE AND**
20 **AN EXCLUSIVE REPRESENTATIVE TO BE RESOLVED UNDER UNFAIR LABOR**
21 **PRACTICE PROCEEDINGS IN ACCORDANCE WITH THE LAWS OF THE STATE.**

22 **16-711.**

23 **(A) IF IN THE COURSE OF COLLECTIVE BARGAINING A PARTY DETERMINES**
24 **THAT AN IMPASSE EXISTS, THAT PARTY MAY REQUEST THE SERVICES OF THE BOARD**
25 **IN MEDIATION OR ENGAGE ANOTHER MUTUALLY AGREEABLE MEDIATOR.**

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

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

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

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

7 **3. A. IF THE PARTIES HAVE NOT SELECTED THEIR**
8 **OWN FACT FINDER WITHIN 5 DAYS AFTER THE REQUIRED NOTIFICATION, THE**
9 **BOARD SHALL SUBMIT TO THE PARTIES THE NAMES OF FIVE QUALIFIED**
10 **INDIVIDUALS.**

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

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

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

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

20 **7. IF THE IMPASSE CONTINUES 10 DAYS AFTER THE**
21 **REPORT IS SUBMITTED TO THE PARTIES, ANY UNRESOLVED NONECONOMIC**
22 **LANGUAGE ITEMS THAT ARE SUBJECT TO FACT-FINDING SHALL BE REFERRED TO**
23 **THE BOARD.**

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

25 **(D) THE BOARD, ON RECEIPT OF THE REPORT AND CERTIFICATION OF**
26 **UNRESOLVED NONECONOMIC LANGUAGE ITEMS, SHALL PROVIDE THE PARTIES**
27 **WITH AN OPPORTUNITY TO SUBMIT ADDITIONAL POSITION STATEMENTS AND ISSUE**
28 **A WRITTEN DECISION ADOPTING:**

29 **(1) THE FINAL PROPOSAL OF THE PUBLIC EMPLOYER;**

30 **(2) THE FINAL PROPOSAL OF THE EXCLUSIVE REPRESENTATIVE; OR**

31 **(3) THE FACT FINDER'S FINAL OFFER OR RESOLUTION.**

1 **(E) THE BOARD'S WRITTEN DECISION IS FINAL AND BINDING ON THE**
2 **PUBLIC EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE.**

3 **16-712.**

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

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

8 **(C) IF A STRIKE OF PUBLIC EMPLOYEES OCCURS, A COURT OF COMPETENT**
9 **JURISDICTION MAY ENJOIN THE STRIKE AT THE REQUEST OF THE PUBLIC**
10 **EMPLOYER.**

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

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

18 **16-713.**

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

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

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

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

26 **(1) ORGANIZE;**

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

28 **(3) BARGAIN COLLECTIVELY THROUGH AN EXCLUSIVE**
29 **REPRESENTATIVE;**

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

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

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

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

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

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

14 **(E) (1) A PUBLIC EMPLOYER SHALL HEAR A GRIEVANCE AND**
15 **PARTICIPATE IN THE ADJUSTMENT OF THE GRIEVANCE.**

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

18 **(3) A PUBLIC EMPLOYER SHALL GIVE PROMPT NOTICE OF ANY**
19 **ADJUSTMENT OF A GRIEVANCE TO THE EXCLUSIVE REPRESENTATIVE.**

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

24 **16-714.**

25 **A PUBLIC EMPLOYER, ITS OFFICERS, AND AGENTS MAY NOT:**

26 **(1) INTERFERE WITH, INTIMIDATE, RESTRAIN, OR COERCE PUBLIC**
27 **EMPLOYEES IN THE EXERCISE OF THEIR RIGHTS UNDER THIS SUBTITLE;**

28 **(2) ENCOURAGE OR DISCOURAGE PUBLIC EMPLOYEES IN THEIR**
29 **SELECTION OF MEMBERSHIP IN ANY EMPLOYEE ORGANIZATION;**

1 **(3) DISCHARGE OR DISCRIMINATE AGAINST AN EMPLOYEE BECAUSE**
2 **OF THE SIGNING OR FILING OF AN AFFIDAVIT, PETITION, OR COMPLAINT, OR GIVING**
3 **INFORMATION OR TESTIMONY IN CONNECTION WITH MATTERS UNDER THIS**
4 **SUBTITLE;**

5 **(4) REFUSE TO PARTICIPATE IN GOOD-FAITH BARGAINING OR THE**
6 **DISPUTE RESOLUTION PROCESS IN THIS SUBTITLE; OR**

7 **(5) DISCLOSE ANY PORTION OF PERSONALLY IDENTIFIABLE**
8 **INFORMATION OF PUBLIC EMPLOYEES TO AN UNAUTHORIZED THIRD PARTY.**

9 **16-715.**

10 **(A) THE BOARD MAY:**

11 **(1) ADOPT REGULATIONS TO CARRY OUT THIS SUBTITLE; AND**

12 **(2) DELEGATE AND ASSIGN ITS RESPONSIBILITIES AND OBLIGATIONS**
13 **UNDER THIS SUBTITLE TO THE EXECUTIVE DIRECTOR OF THE BOARD.**

14 **(B) THE BOARD MAY NOT ADOPT ANY RULE THAT:**

15 **(1) UNNECESSARILY DELAYS THE RESOLUTION OF DISPUTES OVER**
16 **ELECTIONS, UNFAIR LABOR PRACTICES, OR ANY OTHER MATTER UNDER THIS**
17 **SUBTITLE; OR**

18 **(2) RESTRICTS OR WEAKENS THE PROTECTION PROVIDED TO PUBLIC**
19 **EMPLOYEES AND EMPLOYEE ORGANIZATIONS UNDER THIS SUBTITLE OR EXISTING**
20 **REGULATIONS.**

21 **(C) THE BOARD SHALL ADOPT REGULATIONS IN ACCORDANCE WITH TITLE**
22 **3, SUBTITLE 6 OF THE STATE PERSONNEL AND PENSIONS ARTICLE THAT ADDRESS**
23 **RATIFICATION, DURATION, AND ENFORCEMENT OF AN AGREEMENT UNDER THIS**
24 **SUBTITLE.**

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.

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

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

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

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

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

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

10 (3) **RESOLVE MATTERS AS PROVIDED IN § 16–711 OF THE EDUCATION**
11 **ARTICLE.**

12 3–2A–07.

13 (a) The Board may investigate:

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

15 (2) **A POSSIBLE VIOLATION OF TITLE 16, SUBTITLE 7 OF THE**
16 **EDUCATION ARTICLE OR ANY REGULATION ADOPTED UNDER IT; AND**

17 [(2)] (3) any other relevant matter.

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

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

22 (2) **TITLE 16, SUBTITLE 7 OF THE EDUCATION ARTICLE OR ANY**
23 **REGULATION ADOPTED UNDER IT.**

24 3–2A–08.

25 (a) On written request of an exclusive representative, and within 30 days of a new
26 employee's date of hire, for each employee in the bargaining unit represented by the
27 exclusive representative, the University System of Maryland system institutions, Morgan
28 State University, St. Mary's College of Maryland, and [Baltimore City Community College]

1 EACH COMMUNITY COLLEGE shall provide the exclusive representative with the
2 employee's:

- 3 (1) name;
- 4 (2) position classification;
- 5 (3) unit;
- 6 (4) home and work site addresses where the employee receives interoffice
7 or United States mail;
- 8 (5) home and work site telephone numbers; and
- 9 (6) work e-mail address.

10 SECTION 3. AND BE IT FURTHER ENACTED, That:

11 (a) This section does not apply to Baltimore City Community College.

12 (b) If a community college entered into any agreements or contracts with
13 employees of the community college through exclusive representation in the course of
14 collective bargaining before ~~October 1, 2021~~ September 1, 2022, the community college shall
15 continue to operate under the agreements and contracts until the agreements and contracts
16 expire. If a bargaining unit in existence before ~~October 1, 2021~~ September 1, 2022,
17 dissolves, the community college shall be subject to the rules and regulations of collective
18 bargaining established under this Act.

19 ~~(a)~~ (c) If a party to a collective bargaining agreement or contract under subsection
20 ~~(a)~~ (b) of this section determines that an impasse exists with regard to the terms of the
21 agreement or contract, the parties shall resolve the impasse in accordance with the
22 procedures for impasse under § 16-711 of the Education Article, as enacted by Section 2 of
23 this Act.

24 SECTION 4. AND BE IT FURTHER ENACTED, That ~~the~~:

25 (a) This section does not apply to Baltimore City Community College.

26 (b) The exclusive representative for any bargaining unit established before
27 ~~October 1, 2021~~ September 1, 2022:

- 28 (1) shall be recognized in writing by the board of trustees for the
29 community college;
- 30 (2) may not be required to be recertified for any reason; and

1 (3) shall retain all rights to continue collective bargaining as provided by
2 this Act.

3 SECTION 5. AND BE IT FURTHER ENACTED, That:

4 (a) This section does not apply to Baltimore City Community College.

5 (b) (1) Notwithstanding § 16-709 of the Education Article, as enacted by
6 Section 2 of this Act, ~~for fiscal year 2022~~, a public employer under § 16-702(b)(1) of the
7 Education Article, as enacted by Section 2 of this Act, may ~~choose~~ not be required to bargain
8 with the exclusive representative over wages of employees in the bargaining unit until July
9 1, 2023.

10 (2) This subsection does not apply to an exclusive bargaining unit
11 established before ~~October 1, 2021~~ September 1, 2022.

12 ~~(b) (c) Beginning in fiscal year 2023 and each year thereafter, a public employer shall~~
13 ~~bargain with the exclusive representative over all matters authorized under § 16-709 of~~
14 ~~the Education Article, as enacted by Section 2 of this Act~~ Notwithstanding § 16-709 of the
15 Education Article, as enacted by Section 2 of this Act, a public employer under §
16 16-702(b)(2) of the Education Article, as enacted by Section 2 of this Act, may not be
17 required to bargain with the exclusive representative over wages of employees in a
18 bargaining unit until July 1, 2024.

19 SECTION 6. AND BE IT FURTHER ENACTED, That this Act shall take effect
20 ~~October 1, 2021~~ September 1, 2022.

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.