

## Chapter 1

**(Senate Bill 9 of the 2021 Regular Session)**

AN ACT concerning

**State Employees – Collective Bargaining – Applicability, Bargaining Processes, and Memorandums of Understanding**

FOR the purpose of requiring the Chancellor of the University System of Maryland to act on behalf of the University System of Maryland and certain system institutions for the purpose of collective bargaining; ~~altering the application of certain collective bargaining requirements to certain employees by requiring the State Labor Relations Board and the State Higher Education Labor Relations Board to make certain determinations based on certain definitions used by a certain national board;~~ repealing a provision of law authorizing certain presidents of certain system institutions to cooperate for the purpose of collective bargaining; specifying that certain good faith negotiations between certain parties include facilitating the meaningful use of a certain fact finder under certain provisions of law; repealing a provision of law regarding the termination of a certain cooperating agreement; ~~providing for the negotiation of~~ requiring the Chancellor and the exclusive representative to negotiate the terms of a certain consolidated memorandum of understanding ~~between a certain exclusive representative and the Chancellor~~ under certain circumstances; requiring that a certain consolidated memorandum of understanding include terms relating to certain matters; authorizing the president of a system institution, or the president's designee, and the exclusive representative to negotiate and enter into a separate agreement regarding certain matters; prohibiting a certain consolidated memorandum of understanding from including certain terms; requiring that certain matters, on mutual agreement and in writing, be negotiated by certain parties or as part of a certain consolidated memorandum of understanding under certain circumstances; specifying certain effective dates of a certain consolidated memorandum of understanding; specifying the application of certain standards and guidelines to certain employees by the University System of Maryland and the Board of Regents under certain circumstances; providing for the application of this Act; making conforming changes; defining a certain term; and generally relating to collective bargaining for State employees.

BY repealing and reenacting, with amendments,

Article – State Personnel and Pensions

Section 3–101, ~~3–102(b)(11) through (13)~~, 3–2A–09(a), 3–306(c), 3–403(d), 3–501(a),  
(b), (d), and (f), and 3–601

Annotated Code of Maryland

(2015 Replacement Volume and 2020 Supplement)

BY repealing

Article – State Personnel and Pensions

Section 3–602  
 Annotated Code of Maryland  
 (2015 Replacement Volume and 2020 Supplement)

BY adding to  
 Article – State Personnel and Pensions  
 Section 3–602  
 Annotated Code of Maryland  
 (2015 Replacement Volume and 2020 Supplement)

BY repealing and reenacting, with amendments,  
 Article – Education  
 Section 12–110  
 Annotated Code of Maryland  
 (2018 Replacement Volume and 2020 Supplement)

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

**Article – State Personnel and Pensions**

3–101.

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

(b) “Board” means:

(1) with regard to any matter relating to employees of any of the units of State government described in § 3–102(a)(1)(i) through (iv) and (vi) through (x) of this subtitle and employees described in § 3–102(a)(2) of this subtitle, the State Labor Relations Board; and

(2) with regard to any matter relating to employees of any State institution of higher education described in § 3–102(a)(1)(v) of this subtitle, the State Higher Education Labor Relations Board.

**(C) “CHANCELLOR” HAS THE MEANING STATED IN § 12–101 OF THE EDUCATION ARTICLE.**

**[(c)] (D)** “Collective bargaining” means:

(1) good faith negotiations by authorized representatives of employees and their employer with the intention of:

(i) 1. reaching an agreement about wages, hours, and other terms and conditions of employment; and

2. incorporating the terms of the agreement in a written memorandum of understanding or other written understanding; or

(ii) clarifying terms and conditions of employment;

(2) administration of terms and conditions of employment; or

(3) the voluntary adjustment of a dispute or disagreement between authorized representatives of employees and their employer that arises under a memorandum of understanding or other written understanding.

**[(d)] (E)** “Employee organization” means a labor or other organization in which State employees participate and that has as one of its primary purposes representing employees.

**[(e)] (F)** “Exclusive representative” means an employee organization that has been certified by the Board as an exclusive representative under Subtitle 4 of this title.

**[(f)] (G)** “President” means:

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

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

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

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

**[(g)] (H)** “System institution” means:

(1) a constituent institution, as defined in § 12–101 of the Education Article;

(2) a center or institute, as those terms are defined in § 12–101 of the Education Article; and

(3) the University System of Maryland Office.

~~§ 102.~~

~~(b) This title does not apply to:~~

~~(11) any supervisory, managerial, or confidential employee of a unit of State government listed in subsection (a)(1)(i) through (iv) and (vi) through (x) of this section, as defined in regulations adopted by the [Secretary] **BOARD CONSISTENT WITH SIMILAR DEFINITIONS ADOPTED BY THE NATIONAL LABOR RELATIONS BOARD;**~~

~~(12) any supervisory, managerial, or confidential employee of a State institution of higher education listed in subsection (a)(1)(v) of this section, as defined in regulations adopted by the [governing board of the institution] **BOARD CONSISTENT WITH SIMILAR DEFINITIONS ADOPTED BY THE NATIONAL LABOR RELATIONS BOARD;** or~~

~~(13) any employee described in subsection (a)(2) of this section who is a supervisory, managerial, or confidential employee, as defined in regulations adopted by the [Secretary] **BOARD AND SUBSTANTIALLY CONSISTENT WITH SIMILAR DEFINITIONS ADOPTED BY THE NATIONAL LABOR RELATIONS BOARD.**~~

3-2A-09.

(a) If **THE CHANCELLOR**, a president, a system institution, an exclusive representative, or a person fails to comply with an order issued by the Board, a member of the Board may petition the circuit court to order **THE CHANCELLOR**, the president, **THE** system institution, an exclusive representative, or **A** person to comply with the Board's order.

3-306.

(c) (1) This subsection applies to [a system institution] **THE CHANCELLOR**, an employee organization for employees of a system institution, and its officers, employees, agents, or representatives.

(2) In addition to the unfair labor practices in subsections (a) and (b) of this section, [a system institution] **THE CHANCELLOR** and an employee organization are prohibited from failing to meet an established negotiation deadline, unless a written agreement between the [system institution] **CHANCELLOR**, or [its] **THE CHANCELLOR'S** officers, employees, agents, or representatives, and the exclusive representative provides otherwise.

3-403.

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

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

- (i) before the election of exclusive representatives; or
- (ii) after the certification of exclusive representatives under § 3–406(a) of this subtitle.

(3)] Appropriate bargaining units shall consist of:

- (i) all eligible nonexempt employees, as described in the federal Fair Labor Standards Act, except eligible sworn police officers;
- (ii) all eligible exempt employees, as described in the federal Fair Labor Standards Act; and
- (iii) all eligible sworn police officers.

3–501.

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

- (i) on behalf of the State, the Governor;
- (ii) on behalf of [a system institution, the president of the system institution] **THE UNIVERSITY SYSTEM OF MARYLAND, THE CHANCELLOR**; and
- (iii) on behalf of Morgan State University, St. Mary’s College of Maryland, or Baltimore City Community College, the governing board of the institution.

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

(b) The parties shall meet at reasonable times and engage in collective bargaining in good faith, **INCLUDING FACILITATING THE MEANINGFUL USE OF A FACT FINDER UNDER SUBSECTION (C)(3) OF THIS SECTION, AND** to conclude a written memorandum of understanding or other written understanding as defined under [§ 3–101(c)(1)(ii)] **§ 3–101(D)(1)(II)** of this title.

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

- (i) for a memorandum of understanding relating to the State, the Governor or the Governor’s designee;

(ii) for a memorandum of understanding relating to a system institution, [the president of the system institution or the president's] **THE CHANCELLOR OR THE CHANCELLOR'S** designee; and

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

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

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

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

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

3-601.

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

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

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

(ii) for a memorandum of understanding relating to a system institution **OR THE UNIVERSITY SYSTEM OF MARYLAND**, [the president of the system institution or the president's designee] **THE CHANCELLOR OR THE CHANCELLOR'S DESIGNEE**; and

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

(b) No memorandum of understanding is valid if it extends for less than 1 year or for more than 3 years.

(c) (1) Except as provided in paragraph (2) of this subsection, a memorandum of understanding is not effective until it is ratified by the Governor and a majority of the votes cast by the employees in the bargaining unit.

(2) In the case of a State institution of higher education **OR THE UNIVERSITY SYSTEM OF MARYLAND**, a memorandum of understanding is not effective until it is ratified by the institution's governing board **OR THE UNIVERSITY SYSTEM OF MARYLAND BOARD OF REGENTS** and a majority of the votes cast by the employees in the bargaining unit.

[3-602.

The president of a system institution may elect to terminate a cooperation agreement with another system institution, entered into for the purpose of collective bargaining with exclusive representatives, effective on the termination date of the memorandum of understanding between the exclusive representatives and the system institutions that are parties to the cooperation agreement.]

**3-602.**

**(A) ~~WITH SUBJECT TO SUBSECTIONS (B) AND (C) OF THIS SECTION, WITH REGARD TO THE UNIVERSITY SYSTEM OF MARYLAND, IF AN EXCLUSIVE REPRESENTATIVE REPRESENTS MORE THAN ONE BARGAINING UNIT OF EMPLOYEES AND REQUESTS TO BARGAIN A CONSOLIDATED MEMORANDUM OF UNDERSTANDING,~~**

**~~(1) THE CHANCELLOR AND THE EXCLUSIVE REPRESENTATIVE SHALL NEGOTIATE THE TERMS OF ONE CONSOLIDATED MEMORANDUM OF UNDERSTANDING TO APPLY TO ALL BARGAINING UNITS FOR EMPLOYEES OF ALL SYSTEM INSTITUTIONS REPRESENTED BY THE EXCLUSIVE REPRESENTATIVE; AND,~~**

**~~(2) ON MUTUAL AGREEMENT AND IN WRITING, THE PARTIES MAY DESIGNATE~~**

**(B) (1) A CONSOLIDATED MEMORANDUM OF UNDERSTANDING SHALL INCLUDE TERMS RELATING TO:**

**(1) CONTRACTING OUT OR SUPPLEMENTING BARGAINING UNIT WORK;**

- (II) DURATION OF THE CONSOLIDATED MEMORANDUM OF UNDERSTANDING;**
- (III) EMPLOYEE RIGHTS;**
- (IV) GRIEVANCE AND APPEALS OF DISCIPLINE;**
- (V) HEALTH, SAFETY, AND WELFARE, INCLUDING PERSONAL PROTECTIVE EQUIPMENT;**
- (VI) INSURANCE RELATED TO HEALTH AND OTHER BENEFITS;**
- (VII) UNION STEWARDS;**
- (VIII) LABOR MANAGEMENT COMMITTEES;**
- (IX) LAYOFFS AND RECALL;**
- (X) LEAVE;**
- (XI) MAINTENANCE OF MEMBERSHIP;**
- (XII) MANAGEMENT RIGHTS;**
- (XIII) NONDISCRIMINATION;**
- (XIV) PERFORMANCE EVALUATIONS;**
- (XV) PERSONNEL FILES;**
- (XVI) PROBATIONARY PERIODS;**
- (XVII) RECOGNITION AND SCOPE;**
- (XVIII) RETIREMENT BENEFITS;**
- (XIX) TUITION REMISSION;**
- (XX) RIGHTS AND RESPONSIBILITIES OF ESSENTIAL WORKERS;**
- (XXI) UNION RIGHTS; AND**
- (XXII) WAGES AND SALARIES.**



(2) (I) A PRESIDENT OF A SYSTEM INSTITUTION, OR THE PRESIDENT'S DESIGNEE, AND THE EXCLUSIVE REPRESENTATIVE SHALL NEGOTIATE AND ENTER INTO A SEPARATE AGREEMENT REGARDING THE FOLLOWING MATTERS:

1. DESIGNATION OF ESSENTIAL EMPLOYEES;
2. STUDENT BREAKS AND HOLIDAYS;
3. HOURS OF WORK;
4. OTHER COMPENSATION THAT DOES NOT DIRECTLY IMPACT WAGES OR SALARY;
5. SHIFT DIFFERENTIALS;
6. TELEWORKING; AND
7. UNIFORMS AND EQUIPMENT.

(II) A CONSOLIDATED MEMORANDUM OF UNDERSTANDING MAY NOT INCLUDE TERMS RELATING TO THE MATTERS LISTED IN SUBPARAGRAPH (I) OF THIS PARAGRAPH.

(3) FOR A MATTER PARTICULAR TO A SYSTEM INSTITUTION ~~TO BE NEGOTIATED~~ THAT IS NOT LISTED IN PARAGRAPH (1) OR (2) OF THIS SUBSECTION, THE MATTER SHALL BE NEGOTIATED:

(I) ON MUTUAL AGREEMENT AND IN WRITING, BY THE EXCLUSIVE REPRESENTATIVE AND THE PRESIDENT OF THE SYSTEM INSTITUTION OR THE PRESIDENT'S DESIGNEE; OR

(II) IF THE PARTIES IN ITEM (I) OF THIS PARAGRAPH CANNOT MUTUALLY AGREE, AS PART OF THE CONSOLIDATED MEMORANDUM OF UNDERSTANDING.

~~(B)~~ (C) ON CONCLUSION OF NEGOTIATIONS UNDER SUBSECTION (A) OF THIS SECTION, ALL MATTERS OF AGREEMENT, INCLUDING THOSE AGREEMENTS REACHED UNDER SUBSECTION REGARDING MATTERS LISTED IN SUBSECTION (A)(2) (B)(1) AND (B)(3) OF THIS SECTION, SHALL BE INCLUDED IN THE CONSOLIDATED MEMORANDUM OF UNDERSTANDING.

~~(C)~~ (D) SUBJECT TO § 3-603 OF THIS SUBTITLE, THE EFFECTIVE DATE OF A CONSOLIDATED MEMORANDUM OF UNDERSTANDING UNDER THIS SECTION SHALL

**BE JULY 1 TO ALIGN WITH THE FISCAL YEAR OF THE UNIVERSITY SYSTEM OF MARYLAND AND SHALL CONTINUE IN EFFECT UNTIL A SUBSEQUENT JUNE 30.**

**Article – Education**

12–110.

(a) (1) Upon the recommendation of the Chancellor who shall consult with the presidents, and in accordance with the requirements of Title 3 of the State Personnel and Pensions Article, the Board of Regents shall establish general standards and guidelines governing the appointment, compensation, advancement, tenure, and termination of all faculty and [administrative personnel] **UNREPRESENTED EMPLOYEES** in the University System of Maryland **AND SHALL APPLY THE STANDARDS AND GUIDELINES IN A NEGOTIATED MEMORANDUM OF UNDERSTANDING TO ALL REPRESENTED EMPLOYEES COVERED BY THE MEMORANDUM OF UNDERSTANDING.**

(2) These standards and guidelines shall recognize the diverse missions of the constituent institutions.

(b) The Board of Regents may establish **FOR UNREPRESENTED EMPLOYEES, AND THE CHANCELLOR MAY NEGOTIATE FOR REPRESENTED EMPLOYEES,** different standards of compensation based on the size and missions of the constituent institutions.

(c) Subject to such standards and guidelines, and in accordance with the requirements of Title 3 of the State Personnel and Pensions Article, a president may:

(1) Prescribe additional personnel policies; and

(2) Approve individual personnel actions affecting the terms and conditions of academic and administrative appointments.

**SECTION 2. AND BE IT FURTHER ENACTED,** That, notwithstanding any other provision of law or any stated or negotiated expiration date, all terms of a presently existing memorandum of understanding under Title 3, Subtitle 6 of the State Personnel and Pensions Article may not be impaired in any way by this Act and shall remain in full force and effect until a successor memorandum of understanding is agreed to and ratified.

**SECTION 3. AND BE IT FURTHER ENACTED,** That this Act shall take effect June 1, 2021.

**Gubernatorial Veto Override, December 6, 2021.**