

HOUSE BILL 1623

F2
HB 766/19 – APP

0lr3612

By: **Delegate Haynes**

Introduced and read first time: February 20, 2020

Assigned to: Rules and Executive Nominations

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

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



circumstances; requiring that certain community colleges be subject to certain rules and regulations under certain circumstances; requiring certain impasses to be resolved under certain procedures; defining certain terms; providing for the application of this Act; and generally relating to collective bargaining rights for community college employees.

BY repealing

Article – Education

Section 16–403, 16–412, and 16–414.1

Annotated Code of Maryland

(2018 Replacement Volume and 2019 Supplement)

BY adding to

Article – Education

Section 16–701 through 16–709 to be under the new subtitle “Subtitle 7. Collective Bargaining”

Annotated Code of Maryland

(2018 Replacement Volume and 2019 Supplement)

BY repealing and reenacting, without amendments,

Article – State Personnel and Pensions

Section 3–2A–01

Annotated Code of Maryland

(2015 Replacement Volume and 2019 Supplement)

BY repealing and reenacting, with amendments,

Article – State Personnel and Pensions

Section 3–2A–05, 3–2A–07, and 3–2A–08(a)

Annotated Code of Maryland

(2015 Replacement Volume and 2019 Supplement)

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

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

Article – Education

SUBTITLE 7. COLLECTIVE BARGAINING.

16–701.

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

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

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

6 **(D) “BOARD” MEANS THE STATE HIGHER EDUCATION LABOR RELATIONS**
7 **BOARD.**

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

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

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

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

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

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

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

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

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

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

(2) "FACULTY" DOES NOT INCLUDE OFFICERS, SUPERVISORY EMPLOYEES, CONFIDENTIAL EMPLOYEES, PART-TIME FACULTY, OR STUDENT ASSISTANTS.

(K) "GRIEVANCE" MEANS A DISPUTE CONCERNING THE APPLICATION OR INTERPRETATION OF THE TERMS OF A COLLECTIVE BARGAINING AGREEMENT.

(L) "IMPASSE" MEANS A FAILURE BY A PUBLIC EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE TO ACHIEVE AGREEMENT IN THE COURSE OF NEGOTIATIONS.

(M) "MEDIATION" MEANS ASSISTANCE BY AN IMPARTIAL THIRD PARTY TO RECONCILE A DISPUTE ARISING OUT OF COLLECTIVE BARGAINING THROUGH INTERPRETATION, SUGGESTION, AND ADVICE.

(N) "OFFICER" MEANS THE PRESIDENT, A VICE PRESIDENT, A DEAN, OR ANY OTHER SIMILAR OFFICIAL OF THE COMMUNITY COLLEGE AS APPOINTED BY THE BOARD OF COMMUNITY COLLEGE TRUSTEES.

(O) "PART-TIME FACULTY" MEANS EMPLOYEES WHOSE ASSIGNMENTS INVOLVE ACADEMIC RESPONSIBILITIES, INCLUDING TEACHERS AND DEPARTMENT HEADS, WHO:

(1) RECEIVE A CONTRACT FOR LESS THAN 1 FULL ACADEMIC YEAR;
AND

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

(P) (1) "PUBLIC EMPLOYEE" MEANS AN EMPLOYEE EMPLOYED BY A PUBLIC EMPLOYER.

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

(3) "PUBLIC EMPLOYEE" DOES NOT INCLUDE:

(I) OFFICERS;

(II) SUPERVISORY OR CONFIDENTIAL EMPLOYEES; OR

(III) STUDENT ASSISTANTS.

1 **(Q) (1) “PUBLIC EMPLOYER” MEANS THE BOARD OF COMMUNITY**
2 **COLLEGE TRUSTEES FOR A COMMUNITY COLLEGE.**

3 **(2) “PUBLIC EMPLOYER” INCLUDES THE BOARD OF TRUSTEES OF**
4 **BALTIMORE CITY COMMUNITY COLLEGE FOR FACULTY AND PART-TIME FACULTY.**

5 **(R) “STRIKE” MEANS, IN CONCERTED ACTION WITH OTHERS FOR THE**
6 **PURPOSE OF INDUCING, INFLUENCING, OR COERCING A CHANGE IN THE WAGES,**
7 **HOURS, OR OTHER TERMS AND CONDITIONS OF EMPLOYMENT, A PUBLIC**
8 **EMPLOYEE’S:**

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

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

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

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

14 **(S) “SUPERVISORY EMPLOYEE” MEANS A PUBLIC EMPLOYEE WHO HAS**
15 **FULL-TIME AND EXCLUSIVE AUTHORITY TO ACT ON BEHALF OF A PUBLIC EMPLOYER**
16 **TO:**

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

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

20 **16-702.**

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

23 **(1) A VALID PETITION IS SUBMITTED IN ACCORDANCE WITH §**
24 **16-703(B) OF THIS SUBTITLE; AND**

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

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

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

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

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

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

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

(D) (1) THERE SHALL BE A MAXIMUM OF SIX BARGAINING UNITS AT EACH COMMUNITY COLLEGE.

(2) THE BARGAINING UNITS SHALL INCLUDE:

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

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

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

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

(V) ONE UNIT RESERVED FOR SWORN POLICE OFFICERS.

(E) THE BOARD MAY NOT REQUIRE THE BARGAINING UNITS AT A COMMUNITY COLLEGE TO CONFORM TO THE REQUIREMENTS OF THIS SECTION IF THE BARGAINING UNITS WERE IN EXISTENCE BEFORE OCTOBER 1, 2020.

16-703.

(A) ON OR AFTER OCTOBER 1, 2020, AN ELECTION OR A RECOGNITION OF AN EXCLUSIVE REPRESENTATIVE SHALL BE CONDUCTED BY THE BOARD FOR EACH BARGAINING UNIT AFTER THE REQUIREMENTS OF § 16-702 OF THIS SUBTITLE HAVE BEEN MET BY THAT BARGAINING UNIT.

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

2 **(1) AN EMPLOYEE ORGANIZATION THAT DEMONSTRATES THAT AT**
3 **LEAST 30% OF THE EMPLOYEES IN A BARGAINING UNIT WISH TO BE REPRESENTED**
4 **FOR COLLECTIVE BARGAINING BY AN EXCLUSIVE REPRESENTATIVE;**

5 **(2) A PUBLIC EMPLOYEE, A GROUP OF PUBLIC EMPLOYEES, OR AN**
6 **EMPLOYEE ORGANIZATION THAT DEMONSTRATES THAT AT LEAST 30% OF THE**
7 **EMPLOYEES ASSERT THAT THE DESIGNATED EXCLUSIVE REPRESENTATIVE IS NO**
8 **LONGER THE REPRESENTATIVE OF THE MAJORITY OF EMPLOYEES IN THE**
9 **BARGAINING UNIT; OR**

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

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

16 **(1) THE NAME OR NAMES OF THE EMPLOYEE ORGANIZATION**
17 **SUBMITTING THE VALID PETITION;**

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

21 **(3) A PROVISION FOR "NO REPRESENTATION".**

22 **(D) (1) IN ANY ELECTION IN WHICH NONE OF THE CHOICES ON THE**
23 **BALLOT RECEIVES A MAJORITY OF THE VOTES CAST, A RUNOFF ELECTION SHALL BE**
24 **CONDUCTED, WITH THE BALLOT PROVIDING FOR A SELECTION BETWEEN THE TWO**
25 **CHOICES RECEIVING THE HIGHEST NUMBER OF BALLOTS CAST IN THE ELECTION.**

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

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

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

32 **(F) THE ELECTION OF AN EXCLUSIVE REPRESENTATIVE MAY NOT BE**

1 CONDUCTED IN ANY BARGAINING UNIT IN WHICH A VALID ELECTION HAS BEEN HELD
2 WITHIN THE PRECEDING 12 MONTHS.

3 (G) SUBJECT TO SUBSECTION (H) OF THIS SECTION, THE EXCLUSIVE
4 REPRESENTATIVE OF A BARGAINING UNIT THAT OPERATED UNDER A COLLECTIVE
5 BARGAINING AGREEMENT OR CONTRACT BEFORE OCTOBER 1, 2020, MAINTAINS
6 CERTIFICATION AFTER THE AGREEMENT OR CONTRACT EXPIRES.

7 (H) IF A COLLECTIVE BARGAINING AGREEMENT OR CONTRACT IS IN
8 EFFECT, A VALID PETITION FOR AN ELECTION UNDER THIS SECTION MAY BE
9 SUBMITTED AND AN ELECTION CONDUCTED UNDER THIS SECTION ONLY IF THE
10 PETITION IS SUBMITTED BETWEEN 120 DAYS AND 90 DAYS BEFORE THE EXPIRATION
11 OF THE COLLECTIVE BARGAINING AGREEMENT OR CONTRACT.

12 16-704.

13 (A) A PUBLIC EMPLOYER SHALL EXTEND TO AN EMPLOYEE ORGANIZATION
14 CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE THE RIGHT TO REPRESENT THE
15 PUBLIC EMPLOYEES OF THE BARGAINING UNIT INVOLVED IN COLLECTIVE
16 BARGAINING AND IN THE SETTLEMENT OF GRIEVANCES.

17 (B) AN EMPLOYEE ORGANIZATION CERTIFIED AS THE EXCLUSIVE
18 REPRESENTATIVE FOR A BARGAINING UNIT SHALL:

19 (1) SERVE AS THE BARGAINING AGENT FOR ALL PUBLIC EMPLOYEES
20 IN A BARGAINING UNIT; AND

21 (2) REPRESENT FAIRLY AND WITHOUT DISCRIMINATION EACH
22 PUBLIC EMPLOYEE IN THE BARGAINING UNIT WITHOUT REGARD TO WHETHER THE
23 EMPLOYEE IS A MEMBER OF THE EMPLOYEE ORGANIZATION.

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

27 1. ANY MEMBERSHIP DUES AUTHORIZED AND OWED BY
28 THE PUBLIC EMPLOYEE TO THE ORGANIZATION; AND

29 2. ANY SERVICE FEES AUTHORIZED AND OWED BY THE
30 PUBLIC EMPLOYEE TO THE ORGANIZATION.

31 (II) THE INITIAL COLLECTIVE BARGAINING AGREEMENT OR
32 CONTRACT FOR BARGAINING UNITS ESTABLISHED UNDER § 16-702 OF THIS
33 SUBTITLE THAT INCLUDES A SERVICE FEE UNDER SUBPARAGRAPH (I) OF THIS

1 PARAGRAPH MAY BE RATIFIED ONLY BY A MAJORITY OF VOTES CAST BY THE
2 EMPLOYEES IN THE BARGAINING UNIT.

3 (2) (I) A PUBLIC EMPLOYEE WHOSE RELIGIOUS BELIEFS ARE
4 OPPOSED TO JOINING OR FINANCIALLY SUPPORTING A COLLECTIVE BARGAINING
5 ORGANIZATION IS NOT REQUIRED TO PAY THE DUES AND FEES UNDER PARAGRAPH
6 (1) OF THIS SUBSECTION IF THE EMPLOYEE DONATES TO A SECULAR, NONUNION
7 CHARITABLE ORGANIZATION.

8 (II) THE AMOUNT OF MONEY AND THE SECULAR, NONUNION
9 CHARITABLE ORGANIZATION DESCRIBED IN SUBPARAGRAPH (I) OF THIS
10 PARAGRAPH SHALL BE MUTUALLY AGREED ON BY THE EMPLOYEE AND THE
11 EXCLUSIVE REPRESENTATIVE.

12 (III) AN EMPLOYEE DESCRIBED IN THIS PARAGRAPH SHALL
13 PRESENT WRITTEN PROOF OF THE DONATION TO THE EXCLUSIVE REPRESENTATIVE.

14 16-705.

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

16 (1) WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF
17 EMPLOYMENT; AND

18 (2) THE PROCEDURES FOR THE EMPLOYEE ORGANIZATION TO
19 RECEIVE MEMBERSHIP DUES AND SERVICE FEES THROUGH PAYROLL DEDUCTION.

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

22 (1) MEET AT REASONABLE TIMES; AND

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

26 16-706.

27 (A) IF IN THE COURSE OF COLLECTIVE BARGAINING A PARTY DEEMS THAT
28 AN IMPASSE EXISTS, THAT PARTY MAY REQUEST THE SERVICES OF THE BOARD IN
29 MEDIATION OR ENGAGE ANOTHER MUTUALLY AGREEABLE MEDIATOR.

30 (B) (1) BY MUTUAL AGREEMENT, THE PARTIES MAY ENGAGE IN
31 MEDIATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 **16-707.**

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

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

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

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

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

20 **16-708.**

21 **(A) A COLLECTIVE BARGAINING AGREEMENT MAY INCLUDE A PROVISION**
22 **FOR THE ARBITRATION OF GRIEVANCES ARISING UNDER AN AGREEMENT.**

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

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

29 **(C) THE TERMS OF A COLLECTIVE BARGAINING AGREEMENT SHALL**
30 **SUPERSEDE ANY CONFLICTING REGULATIONS OR ADMINISTRATIVE POLICIES OF**
31 **THE PUBLIC EMPLOYER.**

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

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

16-709.

(A) (1) A PUBLIC EMPLOYER HAS THE RIGHT TO:

(I) DETERMINE HOW THE STATUTORY MANDATE AND GOALS OF THE COMMUNITY COLLEGE, INCLUDING THE FUNCTIONS AND PROGRAMS OF THE COMMUNITY COLLEGE, ITS OVERALL BUDGET, AND ITS ORGANIZATIONAL STRUCTURE, ARE TO BE CARRIED OUT; AND

(II) DIRECT COLLEGE PERSONNEL.

(2) A PUBLIC EMPLOYER MAY NOT:

(I) INTERFERE WITH OR RESTRICT THE ORGANIZING EFFORTS OF ANY LABOR ORGANIZATION EXCEPT TO AVOID DISRUPTIONS TO THE ACADEMIC ENVIRONMENT; OR

(II) RESTRICT ACCESS TO FACILITIES BY LABOR ORGANIZATIONS PROVIDED THAT ACADEMIC ENVIRONMENTS ARE NOT DISRUPTED.

(B) A PUBLIC EMPLOYEE HAS THE RIGHT TO:

(1) ORGANIZE;

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

(3) BARGAIN COLLECTIVELY THROUGH AN EXCLUSIVE REPRESENTATIVE;

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

1 **(5) REFRAIN FROM ENGAGING IN THE ACTIVITIES LISTED UNDER**
2 **THIS SUBSECTION.**

3 **(C) (1) A PUBLIC EMPLOYEE OR GROUP OF PUBLIC EMPLOYEES HAS THE**
4 **RIGHT AT ANY TIME TO:**

5 **(I) PRESENT A GRIEVANCE ARISING UNDER THE TERMS OF THE**
6 **AGREEMENT TO THE PUBLIC EMPLOYER; AND**

7 **(II) HAVE THE GRIEVANCE ADJUSTED WITHOUT THE**
8 **INTERVENTION OF THE EXCLUSIVE REPRESENTATIVE.**

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

12 **(3) A PUBLIC EMPLOYER SHALL HEAR A GRIEVANCE AND**
13 **PARTICIPATE IN THE ADJUSTMENT OF THE GRIEVANCE.**

14 **(4) THE ADJUSTMENT OF A GRIEVANCE MAY NOT BE INCONSISTENT**
15 **WITH THE TERMS OF THE COLLECTIVE BARGAINING AGREEMENT THEN IN EFFECT.**

16 **(5) A PUBLIC EMPLOYER SHALL GIVE PROMPT NOTICE OF ANY**
17 **ADJUSTMENT OF A GRIEVANCE TO THE EXCLUSIVE REPRESENTATIVE.**

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

22 **Article – State Personnel and Pensions**

23 3–2A–01.

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

26 3–2A–05.

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

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

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

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

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

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

**(3) RESOLVE MATTERS AS PROVIDED IN § 16–706 OF THE EDUCATION
ARTICLE.**

3–2A–07.

(a) The Board may investigate:

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

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

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

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

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

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

3–2A–08.

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

(1) name;

(2) position classification;

(3) unit;

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

(5) home and work site telephone numbers; and

(6) work e-mail address.

SECTION 3. AND BE IT FURTHER ENACTED, That:

(a) If a community college entered into any agreements or contracts with employees of the community college through exclusive representation in the course of collective bargaining before October 1, 2020, the community college shall continue to operate under the agreements and contracts until the agreements and contracts expire. If a bargaining unit in existence before October 1, 2020, dissolves, the community college shall be subject to the rules and regulations of collective bargaining established under this Act.

(b) If a party to a collective bargaining agreement or contract under subsection (a) of this section determines that an impasse exists with regard to the terms of the agreement or contract, the parties shall resolve the impasse in accordance with the procedures for impasse under § 16-706 of the Education Article, as enacted by Section 2 of this Act.

SECTION 4. AND BE IT FURTHER ENACTED, That the exclusive representative for any bargaining unit established before October 1, 2020:

(1) shall be recognized in writing by the board of trustees for the community college;

(2) may not be required to be recertified for any reason; and

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

SECTION 5. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 2020.