

# SENATE BILL 363

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SB 749/14 – FIN

6lr1758

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By: **Senators Pugh, Raskin, Benson, Brochin, Currie, Feldman, Guzzone, Kagan, King, Lee, Madaleno, Manno, Muse, Nathan–Pulliam, Peters, Pinsky, Ramirez, and Young**

Introduced and read first time: January 28, 2016

Assigned to: Finance

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

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 period of time; defining certain terms; providing for the application of this Act; and  
2 generally relating to collective bargaining rights for community college employees.

3 BY repealing

4 Article – Education

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

6 Annotated Code of Maryland

7 (2014 Replacement Volume and 2015 Supplement)

8 BY adding to

9 Article – Education

10 Section 16–701 through 16–710 to be under the new subtitle “Subtitle 7. Collective  
11 Bargaining”

12 Annotated Code of Maryland

13 (2014 Replacement Volume and 2015 Supplement)

14 BY repealing and reenacting, without amendments,

15 Article – State Personnel and Pensions

16 Section 3–2A–01

17 Annotated Code of Maryland

18 (2015 Replacement Volume)

19 BY repealing and reenacting, with amendments,

20 Article – State Personnel and Pensions

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

22 Annotated Code of Maryland

23 (2015 Replacement Volume)

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

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

29 **Article – Education**

30 **SUBTITLE 7. COLLECTIVE BARGAINING.**

31 **16–701.**

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

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

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

4           (D)    “BOARD” MEANS THE STATE HIGHER EDUCATION LABOR RELATIONS  
5 BOARD.

6           (E)    “COLLECTIVE BARGAINING” HAS THE MEANING STATED IN §  
7 3-101(C) OF THE STATE PERSONNEL AND PENSIONS ARTICLE.

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

15           (G)    (1)   “EMPLOYEE ORGANIZATION” MEANS AN ORGANIZATION OF  
16 PUBLIC EMPLOYEES THAT HAS AS ONE OF ITS PRIMARY PURPOSES REPRESENTING  
17 THOSE EMPLOYEES IN COLLECTIVE BARGAINING.

18                   (2)   “EMPLOYEE ORGANIZATION” DOES NOT INCLUDE A FACULTY  
19 GOVERNANCE SYSTEM.

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.

1           **(J) (1) "FACULTY" MEANS AN EMPLOYEE WHO HAS BEEN DESIGNATED**  
2 **WITH FACULTY STATUS BY THE PRESIDENT OF THE COMMUNITY COLLEGE.**

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

6           **(K) "FACULTY GOVERNANCE SYSTEM" MEANS AN INTERNAL ORGANIZATION**  
7 **THAT:**

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

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

11           **(L) "GRIEVANCE" MEANS A DISPUTE CONCERNING THE APPLICATION OR**  
12 **INTERPRETATION OF THE TERMS OF A COLLECTIVE BARGAINING AGREEMENT.**

13           **(M) "IMPASSE" MEANS A FAILURE BY A PUBLIC EMPLOYER AND AN**  
14 **EXCLUSIVE REPRESENTATIVE TO ACHIEVE AGREEMENT IN THE COURSE OF**  
15 **COLLECTIVE BARGAINING.**

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

19           **(O) "OFFICER" MEANS THE PRESIDENT, A VICE PRESIDENT, A DEAN, OR ANY**  
20 **OTHER OFFICIAL OF THE COMMUNITY COLLEGE AS APPOINTED BY THE BOARD OF**  
21 **COMMUNITY COLLEGE TRUSTEES.**

22           **(P) "PART-TIME FACULTY" MEANS AN EMPLOYEE WHO IS DESIGNATED**  
23 **WITH PART-TIME FACULTY STATUS BY THE PRESIDENT OF THE COMMUNITY**  
24 **COLLEGE.**

25           **(Q) (1) "PUBLIC EMPLOYEE" MEANS AN EMPLOYEE EMPLOYED BY THE**  
26 **PUBLIC EMPLOYER.**

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

28                           **(I) AN OFFICER;**

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

1 (III) STUDENT ASSISTANTS.

2 (R) "PUBLIC EMPLOYER" MEANS THE BOARD OF COMMUNITY COLLEGE  
3 TRUSTEES FOR A COMMUNITY COLLEGE.

4 (S) "STRIKE" MEANS, IN CONCERTED ACTION WITH OTHERS FOR THE  
5 PURPOSE OF INDUCING, INFLUENCING, OR COERCING A CHANGE IN THE WAGES,  
6 HOURS, OR OTHER TERMS AND CONDITIONS OF EMPLOYMENT, A PUBLIC  
7 EMPLOYEE'S:

8 (1) REFUSAL TO REPORT FOR DUTY;

9 (2) WILLFUL ABSENCE FROM THE POSITION;

10 (3) STOPPAGE OF WORK; OR

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

13 (T) "SUPERVISORY EMPLOYEE" MEANS A PUBLIC EMPLOYEE WHO HAS  
14 FULL-TIME AND EXCLUSIVE AUTHORITY TO ACT ON BEHALF OF A PUBLIC EMPLOYER  
15 TO:

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

18 (2) ADJUST EMPLOYEE GRIEVANCES.

19 16-702.

20 (A) A PUBLIC EMPLOYER SHALL DETERMINE WHETHER A PUBLIC  
21 EMPLOYEE IS TO BE CONSIDERED A PUBLIC EMPLOYEE FOR COLLECTIVE  
22 BARGAINING PURPOSES.

23 (B) A PUBLIC EMPLOYEE OR AN EMPLOYEE ORGANIZATION MAY APPEAL  
24 THE DETERMINATION TO THE BOARD FOR A FINAL AND BINDING DECISION.

25 16-703.

26 (A) THE BOARD SHALL CONDUCT AN ELECTION FOR AN EXCLUSIVE  
27 REPRESENTATIVE OF A BARGAINING UNIT IF:

1           **(1) A VALID PETITION IS SUBMITTED IN ACCORDANCE WITH §**  
2 **16-704(B) OF THIS SUBTITLE; AND**

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

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

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

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

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

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

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

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

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

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

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

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

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

1 16-704.

2 (A) ON OR AFTER OCTOBER 1, 2016, AN ELECTION OR A RECOGNITION OF  
3 AN EXCLUSIVE REPRESENTATIVE SHALL BE CONDUCTED BY THE BOARD FOR EACH  
4 BARGAINING UNIT AFTER THE REQUIREMENTS OF § 16-703 OF THIS SUBTITLE HAVE  
5 BEEN MET BY THAT BARGAINING UNIT.

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

7 (1) AN EMPLOYEE ORGANIZATION THAT DEMONSTRATES THAT 30%  
8 OF THE EMPLOYEES IN A BARGAINING UNIT WISH TO BE REPRESENTED FOR  
9 COLLECTIVE BARGAINING BY AN EXCLUSIVE REPRESENTATIVE;

10 (2) A PUBLIC EMPLOYEE, A GROUP OF PUBLIC EMPLOYEES, OR AN  
11 EMPLOYEE ORGANIZATION THAT DEMONSTRATES THAT 30% OF THE EMPLOYEES  
12 ASSERT THE DESIGNATED EXCLUSIVE REPRESENTATIVE IS NO LONGER THE  
13 REPRESENTATIVE OF THE MAJORITY OF EMPLOYEES IN THE BARGAINING UNIT; OR

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

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

20 (1) THE NAME OR NAMES OF THE EMPLOYEE ORGANIZATION  
21 SUBMITTING THE VALID PETITION;

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

25 (3) A PROVISION FOR "NO REPRESENTATION".

26 (D) (1) IN ANY ELECTION WHERE NONE OF THE CHOICES ON THE BALLOT  
27 RECEIVES A MAJORITY OF THE VOTES CAST, A RUNOFF ELECTION SHALL BE  
28 CONDUCTED, WITH THE BALLOT PROVIDING FOR A SELECTION BETWEEN THE TWO  
29 CHOICES RECEIVING THE HIGHEST NUMBER OF BALLOTS CAST IN THE ELECTION.

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

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

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

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

7 **16-705.**

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

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

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

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

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

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

24                   **2. ANY SERVICE FEES AUTHORIZED AND OWED BY THE**  
25 **PUBLIC EMPLOYEE TO THE ORGANIZATION.**

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

29           **(2) (I) A PUBLIC EMPLOYEE WHOSE RELIGIOUS BELIEFS ARE**  
30 **OPPOSED TO JOINING OR FINANCIALLY SUPPORTING A COLLECTIVE BARGAINING**



1 ORGANIZATION IS NOT REQUIRED TO PAY THE DUES AND FEES UNDER PARAGRAPH  
2 (1) OF THIS SUBSECTION IF THE EMPLOYEE DONATES TO A SECULAR, NONUNION  
3 CHARITABLE ORGANIZATION.

4 (II) THE AMOUNT OF MONEY AND THE SECULAR, NONUNION  
5 CHARITABLE ORGANIZATION DESCRIBED IN SUBPARAGRAPH (I) OF THIS  
6 PARAGRAPH SHALL BE DETERMINED BY THE PUBLIC EMPLOYER AND THE  
7 EXCLUSIVE REPRESENTATIVE.

8 (III) AN EMPLOYEE DESCRIBED IN THIS PARAGRAPH SHALL  
9 PRESENT WRITTEN PROOF OF THE DONATION TO THE PUBLIC EMPLOYER AND THE  
10 EXCLUSIVE REPRESENTATIVE.

11 (D) A PUBLIC EMPLOYEE MAY REFUSE TO JOIN OR PARTICIPATE IN THE  
12 ACTIVITIES OF AN EMPLOYEE ORGANIZATION.

13 16-706.

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

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

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

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

21 (1) MEET AT REASONABLE TIMES; AND

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

25 16-707.

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

29 (B) (1) BY MUTUAL AGREEMENT, THE PARTIES MAY ENGAGE IN  
30 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 OF THE REQUIRED NOTIFICATION, THE BOARD**  
11 **SHALL SUBMIT TO THE PARTIES THE NAMES OF FIVE QUALIFIED INDIVIDUALS.**

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

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

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

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

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

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

26 **16-708.**

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

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

1 (C) IF A STRIKE OF PUBLIC EMPLOYEES OCCURS, A COURT OF COMPETENT  
2 JURISDICTION MAY ENJOIN THE STRIKE AT THE REQUEST OF THE PUBLIC  
3 EMPLOYER.

4 (D) (1) IF AN EMPLOYEE ORGANIZATION CERTIFIED AS AN EXCLUSIVE  
5 REPRESENTATIVE ENGAGES IN A STRIKE, THE BOARD SHALL REVOKE THE  
6 ORGANIZATION'S CERTIFICATION AS THE EXCLUSIVE REPRESENTATIVE.

7 (2) AN EMPLOYEE ORGANIZATION THAT ENGAGES IN A STRIKE AND  
8 HAS ITS CERTIFICATION REVOKED SHALL BE INELIGIBLE TO BE CERTIFIED AS AN  
9 EXCLUSIVE REPRESENTATIVE FOR A PERIOD OF 1 YEAR FOLLOWING THE END OF  
10 THE STRIKE.

11 16-709.

12 (A) A COLLECTIVE BARGAINING AGREEMENT MAY INCLUDE A PROVISION  
13 FOR THE ARBITRATION OF GRIEVANCES ARISING UNDER AN AGREEMENT.

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

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

20 (C) THE TERMS OF A COLLECTIVE BARGAINING AGREEMENT SHALL  
21 SUPERSEDE ANY CONFLICTING REGULATIONS OR ADMINISTRATIVE POLICIES OF  
22 THE PUBLIC EMPLOYER.

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

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

32 16-710.

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

2                   **(1) DETERMINE HOW THE STATUTORY MANDATE AND GOALS OF THE**  
3 **COMMUNITY COLLEGE, INCLUDING THOSE RELATING TO THE FUNCTIONS AND**  
4 **PROGRAMS OF THE COMMUNITY COLLEGE, ITS OVERALL BUDGET, AND ITS**  
5 **ORGANIZATIONAL STRUCTURE, ARE TO BE CARRIED OUT; AND**

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

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

8                   **(1) ORGANIZE;**

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

10                   **(3) BARGAIN COLLECTIVELY THROUGH AN EXCLUSIVE**  
11 **REPRESENTATIVE;**

12                   **(4) ENGAGE IN OTHER LAWFUL CONCERTED ACTIVITY FOR THE**  
13 **PURPOSE OF COLLECTIVE BARGAINING; OR**

14                   **(5) REFRAIN FROM ENGAGING IN THE ACTIVITIES LISTED UNDER**  
15 **THIS PARAGRAPH.**

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

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

20                           **(II) HAVE THE GRIEVANCE ADJUSTED WITHOUT THE**  
21 **INTERVENTION OF THE EXCLUSIVE REPRESENTATIVE.**

22                   **(2) THE EXCLUSIVE REPRESENTATIVE HAS THE RIGHT TO BE**  
23 **PRESENT DURING ANY MEETING INVOLVING THE PRESENTATION OR ADJUSTMENT**  
24 **OF A GRIEVANCE.**

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

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



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

4           **[(2)] (3)** any other relevant matter.

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

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

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

11 3-2A-08.

12           (a) On written request of an exclusive representative, for each employee in the  
13 bargaining unit represented by the exclusive representative, the University System of  
14 Maryland system institutions, Morgan State University, St. Mary's College of Maryland,  
15 and [Baltimore City Community College] **EACH COMMUNITY COLLEGE** shall provide the  
16 exclusive representative with the employee's:

17           (1) name;

18           (2) position classification;

19           (3) unit;

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

22           (5) home and work site telephone numbers.

23           **SECTION 3. AND BE IT FURTHER ENACTED,** That, if a community college  
24 entered into any agreements or contracts with employees of the community college through  
25 exclusive representation in the course of collective bargaining before October 1, 2016, the  
26 community college may continue to operate under the agreements and contracts until the  
27 agreements and contracts expire. After the agreements or contracts expire, the community  
28 college shall be subject to the rules and regulations of collective bargaining established  
29 under this Act.

30           **SECTION 4. AND BE IT FURTHER ENACTED,** That this Act shall take effect  
31 October 1, 2016.