

# SENATE BILL 9

P4, F2

(11r0829)

*ENROLLED BILL*  
— Finance/Appropriations —

Introduced by **Senator Kramer**

Read and Examined by Proofreaders:

\_\_\_\_\_  
Proofreader.  
\_\_\_\_\_  
Proofreader.

Sealed with the Great Seal and presented to the Governor, for his approval this

\_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.

\_\_\_\_\_  
President.

CHAPTER \_\_\_\_\_

1 AN ACT concerning

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

4 FOR the purpose of requiring the Chancellor of the University System of Maryland to act  
5 on behalf of the University System of Maryland and certain system institutions for  
6 the purpose of collective bargaining; ~~altering the application of certain collective~~  
7 ~~bargaining requirements to certain employees by requiring the State Labor~~  
8 ~~Relations Board and the State Higher Education Labor Relations Board to make~~  
9 ~~certain determinations based on certain definitions used by a certain national board;~~  
10 repealing a provision of law authorizing certain presidents of certain system  
11 institutions to cooperate for the purpose of collective bargaining; specifying that  
12 certain good faith negotiations between certain parties include facilitating the  
13 meaningful use of a certain fact finder under certain provisions of law; repealing a  
14 provision of law regarding the termination of a certain cooperating agreement;  
15 ~~providing for the negotiation of~~ requiring the Chancellor and the exclusive

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**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.

*Italics indicate opposite chamber / conference committee amendments.*



1 representative to negotiate the terms of a certain consolidated memorandum of  
 2 understanding ~~between a certain exclusive representative and the Chancellor~~ under  
 3 certain circumstances; requiring that a certain consolidated memorandum of  
 4 understanding include terms relating to certain matters; authorizing the president of  
 5 a system institution, or the president's designee, and the exclusive representative to  
 6 negotiate and enter into a separate agreement regarding certain matters; prohibiting  
 7 a certain consolidated memorandum of understanding from including certain terms;  
 8 requiring that certain matters, on mutual agreement and in writing, be negotiated by  
 9 certain parties or as part of a certain consolidated memorandum of understanding  
 10 under certain circumstances; specifying certain effective dates of a certain  
 11 consolidated memorandum of understanding; specifying the application of certain  
 12 standards and guidelines to certain employees by the University System of Maryland  
 13 and the Board of Regents under certain circumstances; providing for the application  
 14 of this Act; making conforming changes; defining a certain term; and generally  
 15 relating to collective bargaining for State employees.

16 BY repealing and reenacting, with amendments,  
 17 Article – State Personnel and Pensions  
 18 Section 3–101, ~~3–102(b)(11) through (13)~~, 3–2A–09(a), 3–306(c), 3–403(d), 3–501(a),  
 19 (b), (d), and (f), and 3–601  
 20 Annotated Code of Maryland  
 21 (2015 Replacement Volume and 2020 Supplement)

22 BY repealing  
 23 Article – State Personnel and Pensions  
 24 Section 3–602  
 25 Annotated Code of Maryland  
 26 (2015 Replacement Volume and 2020 Supplement)

27 BY adding to  
 28 Article – State Personnel and Pensions  
 29 Section 3–602  
 30 Annotated Code of Maryland  
 31 (2015 Replacement Volume and 2020 Supplement)

32 BY repealing and reenacting, with amendments,  
 33 Article – Education  
 34 Section 12–110  
 35 Annotated Code of Maryland  
 36 (2018 Replacement Volume and 2020 Supplement)

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

39 **Article – State Personnel and Pensions**

40 3–101.

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

2 (b) “Board” means:

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

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

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

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

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

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

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

19 (ii) clarifying terms and conditions of employment;

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

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

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

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

29 [(f)] (G) “President” means:

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

3 (2) with regard to a center or institute, as those terms are defined in §  
4 12–101 of the Education Article, the president of the center or institute;

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

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

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

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

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

14 (3) the University System of Maryland Office.

15 ~~§ 102.~~

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

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

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

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

30 3–2A–09.

31 (a) If THE CHANCELLOR, a president, a system institution, an exclusive  
32 representative, or a person fails to comply with an order issued by the Board, a member of

1 the Board may petition the circuit court to order **THE CHANCELLOR**, the president, **THE**  
2 system institution, an exclusive representative, or A person to comply with the Board's  
3 order.

4 3-306.

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

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

14 3-403.

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

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

19 (i) before the election of exclusive representatives; or

20 (ii) after the certification of exclusive representatives under §  
21 3-406(a) of this subtitle.

22 (3) Appropriate bargaining units shall consist of:

23 (i) all eligible nonexempt employees, as described in the federal Fair  
24 Labor Standards Act, except eligible sworn police officers;

25 (ii) all eligible exempt employees, as described in the federal Fair  
26 Labor Standards Act; and

27 (iii) all eligible sworn police officers.

28 3-501.

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

1 (i) on behalf of the State, the Governor;

2 (ii) on behalf of [a system institution, the president of the system  
3 institution] **THE UNIVERSITY SYSTEM OF MARYLAND, THE CHANCELLOR;** and

4 (iii) on behalf of Morgan State University, St. Mary's College of  
5 Maryland, or Baltimore City Community College, the governing board of the institution.

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

9 (b) The parties shall meet at reasonable times and engage in collective bargaining  
10 in good faith, **INCLUDING FACILITATING THE MEANINGFUL USE OF A FACT FINDER**  
11 **UNDER SUBSECTION (C)(3) OF THIS SECTION, AND** to conclude a written memorandum  
12 of understanding or other written understanding as defined under [§ 3-101(c)(1)(ii)] §  
13 **3-101(D)(1)(II)** of this title.

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

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

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

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

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

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

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

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

7 3-601.

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

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

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

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

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

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

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

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

31 [3-602.

32           The president of a system institution may elect to terminate a cooperation agreement  
33 with another system institution, entered into for the purpose of collective bargaining with  
34 exclusive representatives, effective on the termination date of the memorandum of

1 understanding between the exclusive representatives and the system institutions that are  
2 parties to the cooperation agreement.]

3 **3-602.**

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

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

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

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

16 (I) CONTRACTING OUT OR SUPPLEMENTING BARGAINING UNIT  
17 WORK;

18 (II) DURATION OF THE CONSOLIDATED MEMORANDUM OF  
19 UNDERSTANDING;

20 (III) EMPLOYEE RIGHTS;

21 (IV) GRIEVANCE AND APPEALS OF DISCIPLINE;

22 (V) HEALTH, SAFETY, AND WELFARE, INCLUDING PERSONAL  
23 PROTECTIVE EQUIPMENT;

24 (VI) INSURANCE RELATED TO HEALTH AND OTHER BENEFITS;

25 (VII) UNION STEWARDS;

26 (VIII) LABOR MANAGEMENT COMMITTEES;

27 (IX) LAYOFFS AND RECALL;

28 (X) LEAVE;

1                    **(XI) MAINTENANCE OF MEMBERSHIP;**

2                    **(XII) MANAGEMENT RIGHTS;**

3                    **(XIII) NONDISCRIMINATION;**

4                    **(XIV) PERFORMANCE EVALUATIONS;**

5                    **(XV) PERSONNEL FILES;**

6                    **(XVI) PROBATIONARY PERIODS;**

7                    **(XVII) RECOGNITION AND SCOPE;**

8                    **(XVIII) RETIREMENT BENEFITS;**

9                    **(XIX) TUITION REMISSION;**

10                   **(XX) RIGHTS AND RESPONSIBILITIES OF ESSENTIAL WORKERS;**

11                   **(XXI) UNION RIGHTS; AND**

12                   **(XXII) WAGES AND SALARIES.**

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

16                   **1. DESIGNATION OF ESSENTIAL EMPLOYEES;**

17                   **2. STUDENT BREAKS AND HOLIDAYS;**

18                   **3. HOURS OF WORK;**

19                   **4. OTHER COMPENSATION THAT DOES NOT DIRECTLY**  
20 **IMPACT WAGES OR SALARY;**

21                   **5. SHIFT DIFFERENTIALS;**

22                   **6. TELEWORKING; AND**

23                   **7. UNIFORMS AND EQUIPMENT.**

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

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

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

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

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

18 ~~(D)~~ (D) SUBJECT TO § 3-603 OF THIS SUBTITLE, THE EFFECTIVE DATE OF  
 19 A CONSOLIDATED MEMORANDUM OF UNDERSTANDING UNDER THIS SECTION SHALL  
 20 BE JULY 1 TO ALIGN WITH THE FISCAL YEAR OF THE UNIVERSITY SYSTEM OF  
 21 MARYLAND AND SHALL CONTINUE IN EFFECT UNTIL A SUBSEQUENT JUNE 30.

## 22 Article – Education

23 12-110.

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

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

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

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

6 (1) Prescribe additional personnel policies; and

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

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

14 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect June  
15 1, 2021.

Approved:

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Governor.

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President of the Senate.

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Speaker of the House of Delegates.