

HOUSE BILL 764

L2, C9

3lr0546

By: **Montgomery County Delegation**

Introduced and read first time: February 8, 2023

Assigned to: Appropriations

A BILL ENTITLED

1 AN ACT concerning

2 **Montgomery County Housing Opportunities Commission – Collective**
3 **Bargaining Agreement Implementation – Impasse Arbitration**

4 **MC 10–23**

5 FOR the purpose of authorizing the parties to a collective bargaining agreement for
6 employees of the Housing Opportunities Commission of Montgomery County to
7 request the services of a mediator–arbitrator during a term of a collective bargaining
8 agreement under certain circumstances; establishing the process for
9 mediation–arbitration; requiring the parties to share equally the costs of the
10 mediator–arbitrator’s services; and generally relating to collective bargaining for
11 employees of the Housing Opportunities Commission of Montgomery County.

12 BY adding to

13 Article – Housing and Community Development
14 Section 16–310.1
15 Annotated Code of Maryland
16 (2019 Replacement Volume and 2022 Supplement)

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

19 **Article – Housing and Community Development**

20 **16–310.1.**

21 **(A) DURING THE TERM OF A COLLECTIVE BARGAINING AGREEMENT:**

22 **(1) EITHER PARTY MAY DECLARE AN IMPASSE AND REQUEST THE**
23 **SERVICES OF A MEDIATOR–ARBITRATOR; AND**

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



(2) THE PARTIES JOINTLY MAY REQUEST THE SERVICES OF A MEDIATOR-ARBITRATOR AT ANY TIME WITHOUT DECLARING AN IMPASSE.

(B) (1) IF THE SERVICES OF A MEDIATOR-ARBITRATOR ARE REQUESTED, THE PARTIES JOINTLY SHALL APPOINT A MEDIATOR-ARBITRATOR.

(2) IF THE PARTIES ARE UNABLE TO AGREE ON A JOINTLY APPOINTED MEDIATOR-ARBITRATOR AS REQUIRED UNDER § 16-311 OF THIS SUBTITLE, THE LABOR RELATIONS ADMINISTRATOR SHALL NAME THE JOINTLY APPOINTED MEDIATOR-ARBITRATOR WITHIN 7 DAYS AFTER THE SERVICES OF A MEDIATOR-ARBITRATOR WERE REQUESTED.

(C) IF THE MEDIATOR-ARBITRATOR FINDS IN THE DISCRETION OF THE MEDIATOR-ARBITRATOR THAT THE PARTIES ARE IN A BONA FIDE IMPASSE, THE MEDIATOR-ARBITRATOR SHALL REQUIRE EACH PARTY TO SUBMIT A SEPARATE MEMORANDUM OF THE PARTY'S LAST FINAL OFFER PRESENTED IN NEGOTIATIONS ON ITEMS WITH REGARD TO WHICH THE PARTIES ARE IN DISPUTE.

(D) (1) WITHIN 10 DAYS AFTER THE SUBMISSION OF THE MEMORANDUM REQUIRED UNDER SUBSECTION (C) OF THIS SECTION, THE MEDIATOR-ARBITRATOR SHALL HOLD A NONPUBLIC HEARING ON THE PARTIES' OFFERS AT A TIME, DATE, AND PLACE CHOSEN BY THE MEDIATOR-ARBITRATOR.

(2) EACH PARTY SHALL SUBMIT EVIDENCE OR MAKE ORAL AND WRITTEN ARGUMENT IN SUPPORT OF THE PARTY'S LAST FINAL OFFER.

(3) THE MEDIATOR-ARBITRATOR MAY NOT OPEN THE HEARING TO A PERSON WHO IS NOT A PARTY TO THE MEDIATION-ARBITRATION.

(E) (1) WITHIN 5 DAYS AFTER THE HEARING REQUIRED UNDER SUBSECTION (D)(1) OF THIS SECTION, THE MEDIATOR-ARBITRATOR SHALL ISSUE A REPORT CHOOSING THE FINAL OFFER THAT THE MEDIATOR-ARBITRATOR DETERMINES TO BE MORE REASONABLE WHEN VIEWED AS A WHOLE.

(2) SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, IN DETERMINING THE MORE REASONABLE OFFER, THE MEDIATOR-ARBITRATOR MAY CONSIDER ONLY:

(I) PAST COLLECTIVE BARGAINING CONTRACTS BETWEEN THE PARTIES, INCLUDING THE BARGAINING HISTORY THAT LED TO THE AGREEMENT OR THE PRECOLLECTIVE BARGAINING HISTORY OF EMPLOYEE WAGES, HOURS, BENEFITS, AND OTHER WORKING CONDITIONS;

1 (II) A COMPARISON OF WAGES, HOURS, BENEFITS, AND
2 CONDITIONS OF EMPLOYMENT OF SIMILAR EMPLOYEES OF OTHER PUBLIC
3 EMPLOYERS IN THE WASHINGTON METROPOLITAN AREA AND IN THE STATE;

4 (III) A COMPARISON OF WAGES, HOURS, BENEFITS, AND
5 CONDITIONS OF EMPLOYMENT OF SIMILAR EMPLOYEES OF PRIVATE EMPLOYERS IN
6 MONTGOMERY COUNTY;

7 (IV) THE PUBLIC INTEREST AND WELFARE;

8 (V) THE ABILITY OF THE EMPLOYER TO FINANCE ANY
9 ECONOMIC ADJUSTMENTS REQUIRED UNDER THE PROPOSED AGREEMENT;

10 (VI) THE EFFECTS OF ANY ECONOMIC ADJUSTMENTS ON THE
11 STANDARD OF PUBLIC SERVICES NORMALLY PROVIDED BY THE EMPLOYER; AND

12 (VII) THE ANNUAL INCREASE OR DECREASE IN CONSUMER
13 PRICES FOR ALL ITEMS AS SHOWN IN THE MOST RECENT
14 CONSUMER PRICE INDEX – WAGE EARNERS AND CLERICAL WORKERS (“CPI-W”)
15 FOR THE WASHINGTON METROPOLITAN AREA.

16 (3) IN CONSIDERING THE TERMS AND CONDITIONS OF THE FINAL
17 OFFER, THE MEDIATOR–ARBITRATOR SHALL FIRST CONSIDER AND GIVE THE
18 HIGHEST PRIORITY TO THE ABILITY OF THE MONTGOMERY COMMISSION TO PAY
19 FOR ADDITIONAL SHORT–TERM AND LONG–TERM EXPENSES BY CONSIDERING:

20 (I) THE LIMITS ON THE ABILITY OF THE MONTGOMERY
21 COMMISSION TO RAISE REVENUE;

22 (II) THE ADDED BURDEN RAISING REVENUE WOULD HAVE ON
23 CUSTOMERS OF THE MONTGOMERY COMMISSION; AND

24 (III) THE ABILITY OF THE MONTGOMERY COMMISSION TO
25 CONTINUE PROVIDING THE CURRENT LEVEL OF SERVICE TO ITS CUSTOMERS.

26 (4) IN DETERMINING THE MORE REASONABLE OFFER, THE
27 MEDIATOR–ARBITRATOR SHALL CONSIDER THAT ALL ITEMS ON WHICH THE PARTIES
28 AGREED BEFORE THE MEDIATION–ARBITRATION ARE INTEGRATED WITH EACH
29 OFFER.

30 (5) THE MEDIATOR–ARBITRATOR MAY NOT RECEIVE OR CONSIDER
31 THE HISTORY OF COLLECTIVE BARGAINING RELATING TO THE IMMEDIATE DISPUTE,

1 INCLUDING ANY OFFERS OF SETTLEMENT NOT CONTAINED IN THE OFFER
2 SUBMITTED TO THE MEDIATOR-ARBITRATOR.

3 (F) THE MEDIATOR-ARBITRATOR MAY NOT COMPROMISE OR ALTER THE
4 FINAL OFFER THAT THE MEDIATOR-ARBITRATOR CHOOSES.

5 (G) (1) SUBJECT TO PARAGRAPHS (2) AND (5) OF THIS SUBSECTION AND
6 WITHOUT RATIFICATION BY THE PARTIES, THE OFFER THAT THE
7 MEDIATOR-ARBITRATOR CHOOSES AS INTEGRATED WITH THE ITEMS ON WHICH THE
8 PARTIES PREVIOUSLY AGREED IS THE FINAL AGREEMENT BETWEEN THE
9 MONTGOMERY COMMISSION AND THE EXCLUSIVE REPRESENTATIVE.

10 (2) THE ECONOMIC PROVISIONS OF THE FINAL AGREEMENT ARE
11 SUBJECT TO FUNDING BY THE MONTGOMERY COMMISSION.

12 (3) EXCEPT AS PROVIDED IN PARAGRAPH (5) OF THIS SUBSECTION,
13 THE MONTGOMERY COMMISSION SHALL APPROPRIATE MONEY IN THE
14 MONTGOMERY COMMISSION'S FINAL BUDGET FOR ALL ECONOMIC PROVISIONS OF
15 THE FINAL AGREEMENT.

16 (4) THE PARTIES SHALL EXECUTE AN AGREEMENT THAT
17 INCORPORATES THE FINAL AGREEMENT, INCLUDING ARBITRATION AWARDS AND
18 ALL ISSUES AGREED TO UNDER THIS SECTION.

19 (5) (I) ON OR BEFORE APRIL 1 OR A LATER DATE DETERMINED BY
20 MUTUAL AGREEMENT OF THE PARTIES DUE TO EXTENUATING CIRCUMSTANCES, THE
21 EXECUTIVE DIRECTOR OF THE MONTGOMERY COMMISSION SHALL SUBMIT TO THE
22 MONTGOMERY COMMISSION ANY TERM OR CONDITION OF THE FINAL OFFER
23 REGARDING WAGES THAT REQUIRES:

24 1. AN APPROPRIATION OF FUNDS; OR

25 2. THE ADOPTION OF A REGULATION THAT MAY RESULT
26 IN A PRESENT OR FUTURE FISCAL IMPACT ON THE MONTGOMERY COMMISSION OR
27 ITS CUSTOMERS.

28 (II) THE MONTGOMERY COMMISSION MAY ACCEPT OR REJECT
29 ALL OR PART OF ANY TERM OR CONDITION THAT THE EXECUTIVE DIRECTOR IS
30 REQUIRED TO SUBMIT UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH.

31 (H) THE MONTGOMERY COMMISSION AND THE EMPLOYEE ORGANIZATION
32 SHALL SHARE EQUALLY THE COSTS OF THE MEDIATOR-ARBITRATOR'S SERVICES.

1 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
2 October 1, 2023.