

SENATE BILL 367

P4, F5

3lr0846
CF 3lr1214

By: **Senator Lam**

Introduced and read first time: January 31, 2023

Assigned to: Finance and Education, Energy, and the Environment

A BILL ENTITLED

1 AN ACT concerning

2 **Public Employee Relations Act**

3 FOR the purpose of consolidating and altering certain laws governing collective bargaining
4 for certain public employees, including laws related to the establishment of
5 bargaining units, elections and certification of exclusive representatives, employee
6 and employer rights, unfair labor practices, and strikes and lockouts; establishing
7 the Public Employee Relations Board to oversee collective bargaining activities for
8 certain public employees; repealing the State Labor Relations Board, the State
9 Higher Education Labor Relations Board, and the Public School Labor Relations
10 Board; authorizing binding arbitration during collective bargaining negotiations
11 between public school employers and public employee exclusive representatives;
12 establishing that certain grievance procedures for State employees serve as a certain
13 procedure for certain disputes between certain parties; requiring the Office of
14 Administrative Hearings to resolve certain disputes regarding a certain
15 memorandum of understanding or written agreement under certain circumstances;
16 and generally relating to collective bargaining for public employees.

17 BY repealing

18 Article – Education

19 Section 6–403, 6–406, 6–407, 6–407.2, 6–409 through 6–411, 6–504, 6–506, 6–507,
20 6–509, 6–509.2, and 6–512 through 6–514; 6–801 through 6–807 and the
21 subtitle “Subtitle 8. Public School Labor Relations Board”; and 16–704
22 through 16–706, 16–710, 16–712, 16–714, and 16–715

23 Annotated Code of Maryland

24 (2022 Replacement Volume)

25 BY repealing

26 Article – State Personnel and Pensions

27 Section 3–201 through 3–209 and the subtitle “Subtitle 2. State Labor Relations
28 Board”; 3–2A–01 through 3–2A–09 and the subtitle “Subtitle 2A. State Higher
29 Education Labor Relations Board”; 3–301 through 3–307 and the subtitle

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



“Subtitle 3. Rights of Employees and Employers; Strikes, Lockouts, and Unfair Labor Practices Prohibited”; and 3–401 through 3–407 and the subtitle “Subtitle 4. Election and Certification of Exclusive Representative”
Annotated Code of Maryland
(2015 Replacement Volume and 2022 Supplement)

BY renumbering

Article – Education
Section 6–404, 6–405, 6–407.1, 6–408, 6–408.1, 6–505, 6–508, 6–509.1, 6–510, 16–707, 16–708, 16–709, 16–711, and 16–713
to be Section 6–403, 6–404, 6–405, 6–406, 6–407, 6–504, 6–505, 6–506, 6–507, 16–704, 16–705, 16–706, 16–707, and 16–708, respectively
Annotated Code of Maryland
(2022 Replacement Volume)

BY repealing and reenacting, with amendments,

Article – Education
Section 2–205(e)(4), 6–401, 6–402, 6–501, 6–503, 9.5–703(c)(2) and (3), 16–701, 16–702, and 16–703
Annotated Code of Maryland
(2022 Replacement Volume)

BY repealing and reenacting, with amendments,

Article – Education
Section 6–403, 6–404, 6–406(c)(3) and (e), 6–504, 6–505, 6–506, 6–507(c)(3) and (e), and 16–708
Annotated Code of Maryland
(2022 Replacement Volume)
(As enacted by Section 3 of this Act)

BY repealing and reenacting, with amendments,

Article – Health – General
Section 15–903(c)(2) and (3)
Annotated Code of Maryland
(2019 Replacement Volume and 2022 Supplement)

BY adding to

Article – State Government
Section 21–101 through 21–601 to be under the new title “Title 21. Public Employee Relations”
Annotated Code of Maryland
(2021 Replacement Volume and 2022 Supplement)

BY repealing and reenacting, with amendments,

Article – State Personnel and Pensions
Section 3–101, 3–501(e), and 3–502
Annotated Code of Maryland

(2015 Replacement Volume and 2022 Supplement)

BY adding to

Article – State Personnel and Pensions

Section 3–102(c) and (d)

Annotated Code of Maryland

(2015 Replacement Volume and 2022 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND, That Section(s) 6–403, 6–406, 6–407, 6–407.2, 6–409 through 6–411, 6–504, 6–506, 6–507, 6–509, 6–509.2, 6–512 through 6–514; 6–801 through 6–807 and the subtitle “Subtitle 8. Public School Labor Relations Board”; and 16–704 through 16–706, 16–710, 16–712, 16–714, and 16–715 of Article – Education of the Annotated Code of Maryland be repealed.

SECTION 2. AND BE IT FURTHER ENACTED, That Section(s) 3–201 through 3–209 and the subtitle “Subtitle 2. State Labor Relations Board”; 3–2A–01 through 3–2A–09 and the subtitle “Subtitle 2A. State Higher Education Labor Relations Board”; 3–301 through 3–307 and the subtitle “Subtitle 3. Rights of Employees and Employers; Strikes, Lockouts, and Unfair Labor Practices Prohibited”; and 3–401 through 3–407 and the subtitle “Subtitle 4. Election and Certification of Exclusive Representative” of Article – State Personnel and Pensions of the Annotated Code of Maryland be repealed.

SECTION 3. AND BE IT FURTHER ENACTED, That Section(s) 6–404, 6–405, 6–407.1, 6–408, 6–408.1, 6–505, 6–508, 6–509.1, 6–510, 16–707, 16–708, 16–709, 16–711, and 16–713 of Article – Education of the Annotated Code of Maryland be renumbered to be Section(s) 6–403, 6–404, 6–405, 6–406, 6–407, 6–504, 6–505, 6–506, 6–507, 16–704, 16–705, 16–706, 16–707, and 16–708, respectively.

SECTION 4. AND BE IT FURTHER ENACTED, That the Laws of Maryland read as follows:

Article – Education

2–205.

(e) (4) (i) The Public [School Labor] **EMPLOYEE** Relations Board shall decide any controversy or dispute arising under Title 6, Subtitle 4 or Subtitle 5 of this article.

(ii) A decision of the Public [School Labor] **EMPLOYEE** Relations Board is final.

6–401.

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

(b) “Board” means the Public [School Labor] **EMPLOYEE** Relations Board [established under Subtitle 8 of this title].

(b–1) “Day” means a calendar day unless otherwise indicated.

(c) “Employee organization” [means an organization that:

(1) Includes certificated employees of a public school employer or individuals of equivalent status in Baltimore City; and

(2) Has as one of its main purposes the representation of the employees in their relations with that public school employer] **HAS THE MEANING STATED IN § 21–101 OF THE STATE GOVERNMENT ARTICLE.**

(d) (1) “Home and hospital teacher” means a teacher employed by a public school employer to provide instructional services to a public school student who is unable to function effectively in the classroom setting due to the student’s medical, physical, or emotional condition.

(2) A home and hospital teacher may teach in:

(i) A private home;

(ii) A hospital;

(iii) A therapeutic center;

(iv) A school; or

(v) Any other appropriate site.

(d–1) “New employee processing” means the process for a newly hired public school employee, whether in person, online, or through other means, in which new employees are advised of their employment status, rights, benefits, duties, responsibilities, and other employment–related matters.

(e) (1) “Public school employee” means a certificated professional individual who is employed by a public school employer or an individual of equivalent status in Baltimore City, except for a county superintendent or an individual designated by the public school employer to act in a negotiating capacity as provided in § 6–408(c) of this subtitle.

(2) In Montgomery County, “public school employees” include:

(i) Certificated and noncertificated substitute teachers employed by the public school employer for at least 7 days before March 1 of the school fiscal year ending June 30, 1978, and each year after; and

(ii) Home and hospital teachers employed by the public school employer for at least 7 days before March 1 of the school fiscal year ending June 30, 2000, and each year after.

(3) In Baltimore County, “public school employee” includes a secondary school nurse, an elementary school nurse, and a special school nurse.

(4) In Frederick County, “public school employee” includes a social worker employed by a public school employer.

(5) In Prince George’s County, “public school employee” includes home and hospital teachers and Junior Reserve Officer Training Corps (JROTC) instructors.

(6) In Baltimore County, Calvert County, Charles County, and Garrett County, “public school employee” includes Junior Reserve Officer Training Corps (JROTC) instructors.

(7) In Carroll County, “public school employee” includes:

(i) A registered nurse;

(ii) Supervisory noncertificated employees as defined under § 6–501(i) of this title; and

(iii) Junior Reserve Officer Training Corps (JROTC) instructors.

(f) “Public school employer” means a county board of education or the Baltimore City Board of School Commissioners.

6–402.

(a) Public school employees may form, join, and participate in the activities of employee organizations of their own choice for the purpose of being represented on all matters that relate to salaries, wages, hours, and other working conditions.

[(b) An employee organization may establish reasonable:

(1) Restrictions as to who may join; and

(2) Provisions for the dismissal of individuals from membership.]

(B) PUBLIC SCHOOL EMPLOYEES, PUBLIC SCHOOL EMPLOYERS, AND EXCLUSIVE REPRESENTATIVES ARE SUBJECT TO THE PROVISIONS OF TITLE 21 OF THE STATE GOVERNMENT ARTICLE.

6—403.

(a) [Each public school employer shall designate, as provided in this subtitle, which employee organization, if any, shall be the exclusive representative of all public school employees in a specified unit in the county.

(b) (1) Except as provided in paragraph (2) of this subsection, the public school employer shall determine the composition of the unit in negotiation with any employee organization that requests negotiation concerning the composition of the unit.

(2) In St. Mary's County, licensed registered school nurses, Junior Reserve Officers' Training Corps (JROTC) teachers, and supervisory noncertificated employees of the public school employer shall be included in the unit.

[(c)] (B) (1) There may not be more than two units in a county.

(2) In Baltimore County, one of the units shall consist of employees who are administrative and supervisory certificated employees. The second unit shall consist of all other public school employees as defined under § 6—401(e)(1) and (3) of this subtitle.

[(d)] (C) All eligible public school employees shall:

(1) Be included in one of these units; and

(2) Have the rights granted in this subtitle **AND TITLE 21 OF THE STATE GOVERNMENT ARTICLE.**

6—404.

(a) [The designation of an employee organization as an exclusive representative shall be made as provided in this section.

(b) If an employee organization certifies to the public school employer that it has a membership enrollment of at least 30 percent of the total number of public school employees in a specified unit in a county as of June 1 of the year in which certification is made, this certification is a request for recognition as exclusive representative of all public school employees in the specified unit in the county.

(c) If another employee organization certifies that it has a membership enrollment of at least 10 percent of the total number of public school employees in the unit as of the same June 1, an election shall be held in which the public school employees in the unit shall be offered the opportunity to choose:

(1) One of the employee organizations as the exclusive representative of all public school employees in the unit; or

(2) Not to have exclusive representation.

(d) If no other employee organization certifies that it has a membership enrollment of at least 10 percent of the total number of public school employees in the unit, on the request of the employee organization under subsection (b) of this section, an election shall be held and the ballot shall offer a choice between:

(1) Exclusive representation by the organization; and

(2) Not to have exclusive representation.

(e) The public school employer shall designate the employee organization described in subsection (b) of this section as the exclusive representative of all public school employees in the specified unit in a county if:

(1) No other employee organization certifies that it has a membership enrollment of at least 10 percent of the total number of public school employees in the unit;

(2) The employee organization does not request an election under subsection (d) of this section; and

(3) The employee organization certifies that it has a membership enrollment of the majority of the public school employees in the unit in the county.

(f) (1) The Board shall adopt rules and regulations for:

(i) Verifying the number of certificated employees of the public school employer or individuals of equivalent status in Baltimore City who are members in good standing of an employee organization on the date of the certification or who have signed a petition under this section; and

(ii) Holding elections under this section and the certification of their results.

(2) The Board shall provide for supervision of these elections.

(3) The elections] **AN ELECTION HELD UNDER TITLE 21, SUBTITLE 4 OF THE STATE GOVERNMENT ARTICLE** shall be held:

[**(i)**] (1) In each school facility where public employees are assigned on a regularly scheduled school day;

[**(ii)**] (2) In a manner assuring the secrecy of the ballot; and

[**(iii)**] (3) On a regular working day for public school employees, between June 1 and June 15, inclusive, except in Baltimore City where the elections shall

be held between November 1 and November 15 following the date on which certification of required membership enrollment is made.

[(4) In any election held under this section, the employee organization that receives the largest number of votes cast in a unit shall be declared to be the exclusive representative of all public school employees in the unit. If the largest number of votes in the election is cast not to have exclusive representation, a representative may not be designated for the unit.

(5)] (B) The public school employer shall provide any assistance required in holding the elections.

6–406.

(c) (3) A public school employer may not negotiate [the school calendar, the maximum number of students assigned to a class, or] any matter that is precluded by applicable statutory law.

(e) (1) If, on the request of either party, the Board determines from the facts that an impasse is reached in negotiations between a public school employer and an employee organization that is designated as an exclusive negotiating agent, the Board shall within 10 calendar days:

(i) Request last and best offers from the public school employer and the employee organization, which may not include items or topics not previously raised in the bargaining process; and

(ii) Order the public school employer and the employee organization to commence mediation within 14 days after the Board's determination that an impasse has been reached.

(2) The last and best offers shall list separately every term or condition of employment in dispute and the demand of the party making the last and best offer.

(3) Within 5 calendar days after an order to mediate, the parties shall select [a mediator] **AN ARBITRATOR** by:

(i) Agreement; or

(ii) Alternate striking from a list of seven neutral parties furnished by:

1. The Federal Mediation and Conciliation Service; or

2. The American Arbitration Association.

1 (4) The [mediator] **ARBITRATOR** shall conclude the mediation within 25
2 days after convening the first mediation session.

3 (5) If the public school employer and the employee organization do not
4 reach agreement before concluding the mediation, the [mediator] **ARBITRATOR** shall issue
5 a [written offer to both parties and the Board of settlement of all matters raised] **FINAL**
6 **WRITTEN AWARD THAT SHALL BE BINDING ON BOTH PARTIES.**

7 (6) [Within 5 days after receiving the proposed settlement, the public
8 school employer and the employee organization each shall notify the mediator of its intent
9 to:

10 (i) Accept the written proposed settlement;

11 (ii) Accept the written proposed settlement in part, as mutually
12 agreed on by the public school employer and the employee organization; or

13 (iii) Decline the proposed settlement and request arbitration before
14 the Board.

15 (7) The public school employer and the employee organization shall share
16 the costs of the mediator equally.

17 (8) If either party declines the proposed settlement and requests
18 arbitration, the Board shall, within 5 calendar days, set a date for an arbitration hearing
19 before the Board.

20 (9) The Board shall:

21 (i) Open the arbitration record within 20 days after receiving either
22 party's decision to decline the mediator's proposal;

23 (ii) Convene a hearing;

24 (iii) Hear testimony from and receive supporting written evidence, as
25 provided in an order of the Board, from the public school employer, the employee
26 organization, and the mediator;

27 (iv) Administer oaths to witnesses deemed relevant and called by the
28 Board;

29 (v) Issue subpoenas to compel the production of relevant and
30 nonprivileged documents and other tangible evidence that would also be subject to
31 production before a hearing or at a hearing under Title 4 of the General Provisions Article;
32 and

(vi) Receive, hear, and consider all evidence considered relevant by the Board, whether or not offered through an attorney, including:

1. The wages, hours, working conditions, or other terms and conditions of employment of similar public employees in comparable surrounding jurisdictions and comparable jurisdictions outside the State; and

2. The ability of the public school employer and the county served by the public school employer to pay, considering their existing resources, the costs of the final offers proposed and other personnel costs.

(10) The Board shall conclude the hearing by issuing a written order within 20 days after the arbitration record is opened.

(11) The Board shall issue the written award that selects and adopts:

(i) The complete final offer of the public school employer;

(ii) The complete final offer of the employee organization; or

(iii) The mediator's complete offer of settlement.

(12) The Board's written award is final and binding on the public school employer and the employee organization.

(13)] The public school employer and the employee organization shall share the costs of the [hearing] **MEDIATION** equally.

[(14)] **(7)** Any negotiated provision or [decision of the Board] **AWARD** is subject to the other provisions of this article concerning the fiscal relationship between the public school employer and the county commissioners, county council, and Mayor and City Council of Baltimore City.

6–501.

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

(b) “Board” means the Public [School Labor] **EMPLOYEE** Relations Board [established under Subtitle 8 of this title].

(c) “Confidential employee” includes an individual whose employment responsibilities require knowledge of the public school employer's posture in the collective negotiation process, as determined by the public school employer in negotiations with an employee organization that requests negotiation on this issue.

(c–1) “Day” means a calendar day unless otherwise indicated.

(d) “Employee organization” [means an organization that:

(1) Includes noncertificated employees of a public school employer; and

(2) Has as one of its main purposes the representation of the employees in their relations with that public school employer] **HAS THE MEANING STATED IN § 21-101 OF THE STATE GOVERNMENT ARTICLE.**

(e) [“Management personnel”] **“MANAGERIAL EMPLOYEE”** includes an individual who is engaged mainly in executive and managerial functions.

(e-1) “New employee processing” means the process for a newly hired public school employee, whether in person, online, or through other means, in which new employees are advised of their employment status, rights, benefits, duties, responsibilities, and other employment-related matters.

(f) “Noncertificated employee”, in Montgomery County, means only a full-time employee.

(g) (1) “Public school employee” means a noncertificated individual who is employed for at least 9 months a year on a full-time basis by a public school employer.

(2) “Public school employee” includes a noncertificated employee in Baltimore City notwithstanding that the noncertificated employee does not work for at least 9 months a year on a full-time basis.

(3) “Public school employee” does not include:

(i) [Management personnel] **A MANAGERIAL EMPLOYEE; OR**

(ii) A confidential employee[; or

(iii) Any individual designated by the public school employer to act in a negotiating capacity as provided in § 6-510(c) of this subtitle].

(h) (1) “Public school employer” means the county board in each county.

(2) “Public school employer” includes the Baltimore City Board of School Commissioners.

(i) “Supervisory employee” includes any individual who responsibly directs the work of other employees.

6-503.

(a) Public school employees may form, join, and participate in the activities of employee organizations of their own choice for the purpose of being represented on all matters that relate to salaries, wages, hours, and other working conditions.

[(b) An employee organization may establish reasonable restrictions as to who may join and reasonable provisions for the dismissal of individuals from membership, except that these restrictions and provisions may not discriminate with regard to the terms or conditions of membership because of race, color, marital status, creed, sex, age, or national origin.]

(B) PUBLIC SCHOOL EMPLOYEES, PUBLIC SCHOOL EMPLOYERS, AND EXCLUSIVE REPRESENTATIVES ARE SUBJECT TO THE PROVISIONS OF TITLE 21 OF THE STATE GOVERNMENT ARTICLE.

6–504.

(a) [(1) Each public school employer may designate, as provided in this subtitle, which employee organization, if any, shall be the exclusive representative of all public school employees in a specified unit in the county.

(2) In Baltimore City, Garrett County, and Frederick County, the public school employer shall designate, as provided in this subtitle, which employee organization, if any, shall be the exclusive representative of all public school employees in a specified unit in the county.

(b) The public school employer shall determine the composition of the unit in negotiation with any employee organization that requests negotiation concerning the composition of the unit.

(c)] (1) Except as provided in paragraphs (3) and (5) of this subsection, there may not be more than three units in a county and a unit may not include both supervisory and nonsupervisory employees.

(2) If a county has more than three recognized units and, as of July 1, 1974, the units have exclusive representation for collective negotiations, these units may continue as negotiating units.

(3) In Baltimore County, there shall be three units, including one unit of supervisory employees as defined in § 6–501(i) of this subtitle.

(4) In Carroll County, beginning on October 1, 2007:

(i) There shall be no more than three units; and

(ii) All units shall be nonsupervisory units.

(5) In Baltimore City, the public school employer may designate a fourth unit composed of all Baltimore City school police officers, as defined in § 4-318 of this article, up to and including the rank of lieutenant.

[(d) (1)] (B) All eligible public school employees shall:

[(i)] (1) Be included in one of these units; and

[(ii)] (2) Have the rights granted in this subtitle.

[(2) Except for an individual who is designated as management personnel or a confidential employee under this subtitle, each public school employee is eligible for membership in one of the negotiating units.]

6-505.

(a) Employee organizations recognized by the public school employer as the exclusive representative of all public school employees in a specified unit on July 1, 1978 shall continue to be the exclusive representative[:

(1) For the rest of the 2-year initial period as provided by § 6-507 of this subtitle; and

(2) Beyond the 2-year period until another election is held as provided under § 6-507 of this subtitle] **SUBJECT TO TITLE 21, SUBTITLE 4 OF THE STATE GOVERNMENT ARTICLE.**

(b) Any collective negotiation agreement that has been entered into by an exclusive representative and a public employer as of July 1, 1978 shall continue in effect for the term of the agreement.

6-506.

(a) (1) (i) Each public school employer shall provide the exclusive representative access to new employee processing.

(ii) Except as provided in subparagraph (iii) of this paragraph, the public school employer shall provide the exclusive representative at least 10 days' notice in advance of a new employee processing.

(iii) The public school employer may provide the exclusive representative with less than 10 days' notice if there is an urgent need critical to the public school employer's new employee processing that was not reasonably foreseeable.

(2) (i) The structure, time, and manner of the access required in paragraph (1) of this subsection shall be determined through negotiations between the

public school employer and the exclusive representative in accordance with § 6–510 of this subtitle.

(ii) When negotiating access to new employee processing under subparagraph (i) of this paragraph, if any dispute has not been resolved within 45 days after the first meeting of the public school employer and the exclusive representative, or within 60 days after an initial request to negotiate, whichever occurs first, either party may request that the Board declare an impasse under § 6–510(e) of this subtitle.

(iii) In an impasse proceeding under § 6–510(e) of this subtitle, the [mediator or Board] **ARBITRATOR** shall consider:

1. The ability of the exclusive representative to communicate with the public school employees it represents;

2. The legal obligations of the exclusive representative to the public school employees;

3. Applicable State, federal, and local laws;

4. Any stipulations of the parties;

5. The interests and welfare of the public school employees and the financial condition of the public school employer;

6. The structure, time, and manner of access of an exclusive representative to new employee processing in comparable public school employers, including the access provisions in other memoranda of understanding or collective bargaining agreements; and

7. Any other facts routinely considered in establishing the structure, time, and manner of access of an exclusive representative to new employee processing.

(3) (i) A request to negotiate under paragraph (2) of this subsection made between July 1, 2018, and the expiration date of an existing collective bargaining agreement between the parties shall reopen the existing collective bargaining agreement only for the purpose of negotiating the access of the exclusive representative to the public school employer's new employee processing.

(ii) Either party may elect to negotiate a separate agreement on the access of the exclusive representative to the public school employer's new employee processing in lieu of reopening the existing collective bargaining agreement.

(b) This section does not prohibit a public school employer and an exclusive representative from negotiating access to new employee processing that varies from the requirements of this section.

(c) Nothing in this section shall abrogate existing collective bargaining agreements between public school employers and exclusive representatives.

6–507.

(c) (3) A public school employer may not negotiate [the school calendar, the maximum number of students assigned to a class, or] any matter that is precluded by applicable statutory law.

(e) (1) If, on the request of either party, the Board determines from the facts that an impasse is reached in negotiations between a public school employer and an employee organization that is designated as an exclusive negotiating agent, the Board shall within 10 calendar days:

(i) Request last and best offers from the public school employer and the employee organization, which may not include items or topics not previously raised in the bargaining process; and

(ii) Order the public school employer and the employee organization to commence mediation within 14 days after the Board's determination that an impasse has been reached.

(2) The last and best offers shall list separately every term or condition of employment in dispute and the demand of the party making the last and best offer.

(3) Within 5 calendar days after an order to mediate, the parties shall select [a mediator] **AN ARBITRATOR** by:

(i) Agreement; or

(ii) Alternate striking from a list of seven neutral parties furnished by:

1. The Federal Mediation and Conciliation Service; or

2. The American Arbitration Association.

(4) The [mediator] **ARBITRATOR** shall conclude the mediation within 25 days after convening the first mediation session.

(5) If the public school employer and the employee organization do not reach agreement before concluding the mediation, the [mediator] **ARBITRATOR** shall issue a [written offer to both parties and the Board of settlement of all matters raised] **FINAL WRITTEN AWARD THAT SHALL BE BINDING ON BOTH PARTIES.**

(6) [Within 5 days after receiving the proposed settlement, the public school employer and the employee organization each shall notify the mediator of its intent to:

(i) Accept the written proposed settlement;

(ii) Accept the written proposed settlement in part, as mutually agreed on by the public school employer and the employee organization; or

(iii) Decline the proposed settlement and request arbitration before the Board.

(7) The public school employer and the employee organization shall share the costs of the mediator equally.

(8) If either party declines the proposed settlement and requests arbitration, the Board shall, within 5 calendar days, set a date for an arbitration hearing before the Board.

(9) The Board shall:

(i) Open the arbitration record within 20 days after receiving either party's decision to decline the mediator's proposal;

(ii) Convene a hearing;

(iii) Hear testimony from and receive supporting written evidence, as provided in an order of the Board, from the public school employer, the employee organization, and the mediator;

(iv) Administer oaths to witnesses deemed relevant and called by the Board;

(v) Issue subpoenas to compel the production of relevant and nonprivileged documents and other tangible evidence that would also be subject to production before a hearing or at a hearing under Title 4 of the General Provisions Article; and

(vi) Receive, hear, and consider all evidence considered relevant by the Board, whether or not offered through an attorney, including:

1. The wages, hours, working conditions, or other terms and conditions of employment of similar public employees in comparable surrounding jurisdictions and comparable jurisdictions outside the State; and

2. The ability of the public school employer and the county served by the public school employer to pay, considering their existing resources, the costs of the final offers proposed and other personnel costs.

(10) The Board shall conclude the hearing by issuing a written order within 20 days after the arbitration record is opened.

(11) The Board shall issue the written award that selects and adopts:

(i) The complete final offer of the public school employer;

(ii) The complete final offer of the employee organization; or

(iii) The mediator's complete offer of settlement.

(12) The Board's written award is final and binding on the public school employer and the employee organization.

(13)] The public school employer and the employee organization shall share the costs of the [hearing] **MEDIATION** equally.

[(14)] **(7)** Any negotiated provision or [decision of the Board] **AWARD** is subject to the other provisions of this article concerning the fiscal relationship between the public school employer and the county commissioners and county council.

9.5–703.

(c) (2) All elections shall be conducted by the [State Labor] **PUBLIC EMPLOYEE** Relations Board and subject to the requirements and limitations of [Title 3, Subtitle 4 of the State Personnel and Pensions Article] **TITLE 21, SUBTITLE 4 OF THE STATE GOVERNMENT ARTICLE**.

(3) The [State Labor] **PUBLIC EMPLOYEE** Relations Board may not conduct an election for an exclusive representative if an election or certification of an exclusive representative has taken place within the preceding 2 years.

16–701.

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

(b) “Agreement” means a written contract between a public employer and an employee organization.

(c) “Arbitration” means a procedure by which parties involved in a grievance submit their differences to an impartial third party for a final and binding decision.

(d) “Board” means the [State Higher Education Labor] **PUBLIC EMPLOYEE Relations Board.**

(e) “Collective bargaining” has the meaning stated in § 3–101(c) of the State Personnel and Pensions Article.

(f) “Confidential employee” [means a public employee whose unrestricted access to personnel, budgetary, or fiscal data subject to use by the public employer in collective bargaining, or whose close, continuing working relationship with those responsible for negotiating on behalf of the public employer, would make the employee’s membership in an employee organization as a rank and file employee incompatible with the employee’s duties] **HAS THE MEANING STATED IN § 21–101 OF THE STATE GOVERNMENT ARTICLE.**

(g) “Employee organization” [means a labor organization of public employees that has as one of its primary purposes representing those employees in collective bargaining] **HAS THE MEANING STATED IN § 21–101 OF THE STATE GOVERNMENT ARTICLE.**

(h) “Exclusive representative” [means an employee organization that has been certified by the Board as representing the employees of a bargaining unit] **HAS THE MEANING STATED IN § 21–101 OF THE STATE GOVERNMENT ARTICLE.**

(i) “Fact–finding” means a process conducted by the Board that includes:

(1) The identification of the major issues in an impasse;

(2) The review of the positions of the parties; and

(3) A resolution of factual differences by an impartial individual or panel.

(j) (1) “Faculty” means employees whose assignments involve 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) “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.

(n) “Part-time faculty” means employees whose assignments involve academic responsibilities, including teachers, counselors, and department heads, who are designated with part-time faculty status by the president of the community college.

(o) (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.

(p) (1) “Public employer” means the board of community college trustees for a community college.

(2) “Public employer” includes the Board of Trustees of Baltimore City Community College for the purposes of collective bargaining with faculty and part-time faculty.

[(q) (1) “Showing of interest form” means a written statement from a public employee who wishes to be represented by a petitioning employee organization for the purpose of collective bargaining.

(2) “Showing of interest form” includes:

(i) A union authorization card; and

(ii) A union membership card.

(r) “Strike” means, in concerted action with others for the purpose of inducing, influencing, or coercing a change in the wages, hours, or other terms and conditions of employment, a public employee’s:

(1) Refusal to report for duty;

(2) Willful absence from the position;

(3) Stoppage of work; or

(4) Abstinence in whole or in part from the proper performance of the duties of employment.

(s) “Supervisory employee” means a public employee who has full-time and exclusive authority to act on behalf of a public employer to:

(1) Hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees; or

(2) Adjust employee grievances.]

16–702.

(a) It is the intent of the General Assembly that:

(1) The State promote harmonious and cooperative relationships with the public employees of the community college system by encouraging collective bargaining practices, protecting the rights of public employees to associate, organize, and vote for their own exclusive representatives, and recognizing the dignity of labor for all employees of the community college system; and

(2) A delay in implementation of this subtitle shall be to ensure that community colleges are granted sufficient time to plan for potential negotiations and may not be used to plan for, or engage in, activities that would discourage or otherwise coerce employees seeking to hold an election.

(b) This subtitle shall apply:

(1) Beginning on September 1, 2022, to:

(i) Anne Arundel Community College;

(ii) Community College of Baltimore County;

(iii) Frederick Community College;

(iv) Harford Community College;

(v) Howard Community College;

(vi) Montgomery College;

(vii) Prince George’s Community College; and

(viii) College of Southern Maryland;

(2) Beginning on September 1, 2023, to:

(i) Allegany College of Maryland;

- (ii) Carroll Community College;
- (iii) Cecil College;
- (iv) Chesapeake College;
- (v) Garrett College;
- (vi) Hagerstown Community College; and
- (vii) Wor–Wic Community College; and

(3) Beginning October 1, 2024, Baltimore City Community College.

(C) PUBLIC EMPLOYEES, PUBLIC EMPLOYERS, AND EXCLUSIVE REPRESENTATIVES ARE SUBJECT TO THE PROVISIONS OF TITLE 21 OF THE STATE GOVERNMENT ARTICLE.

16–703.

[(a) The Board shall conduct an election for an exclusive representative of a bargaining unit if:

(1) A valid petition is submitted in accordance with § 16–704 of this subtitle; and

(2) The bargaining unit involved in the petition is determined to be an appropriate bargaining unit under subsections (b) and (c) of this section.

(b) (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.

(c)] There may be no more than four bargaining units at each community college including:

(1) One unit reserved for full-time faculty;

(2) One unit reserved for part-time faculty; and

(3) Two units reserved for eligible nonexempt employees, as defined in the federal Fair Labor Standards Act.

[(d) 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 September 1, 2022.]

16-708.

(a) [A public employer has the right to:

(1) 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

(2) Direct college personnel.

(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

(5) Refrain from engaging in the activities listed under this subsection.

(c)] A public employee or group of public employees has the right at any time to:

(1) Present a grievance arising under the terms of the agreement to the public employer; and

(2) Have the grievance adjusted without the intervention of the exclusive representative.

[(d)] (B) The exclusive representative has the right to be present during any meeting involving the presentation or adjustment of a grievance.

1 [(e)] (C) (1) A public employer shall hear a grievance and participate in the
2 adjustment of the grievance.

3 (2) The adjustment of a grievance may not be inconsistent with the terms
4 of the collective bargaining agreement then in effect.

5 (3) A public employer shall give prompt notice of any adjustment of a
6 grievance to the exclusive representative.

7 [(f) A public employer and an employee organization may not interfere with,
8 intimidate, restrain, coerce, or discriminate against a public employee because the
9 employee exercises rights granted under this section.]

10 Article – Health – General

11 15–903.

12 (c) (2) All elections shall be conducted by the [State Labor] **PUBLIC**
13 **EMPLOYEE** Relations Board and subject to the requirements and limitations of [Title 3,
14 Subtitle 4 of the State Personnel and Pensions Article] **TITLE 21, SUBTITLE 4 OF THE**
15 **STATE GOVERNMENT ARTICLE.**

16 (3) The [State Labor] **PUBLIC EMPLOYEE** Relations Board may not
17 conduct an election for an exclusive representative if an election or certification of an
18 exclusive representative has taken place within the preceding 2 years.

19 Article – State Government

20 **TITLE 21. PUBLIC EMPLOYEE RELATIONS.**

21 **SUBTITLE 1. DEFINITIONS; GENERAL PROVISIONS.**

22 **21–101.**

23 (A) **IN THIS TITLE THE FOLLOWING WORDS HAVE THE MEANINGS**
24 **INDICATED.**

25 (B) **“BOARD” MEANS THE PUBLIC EMPLOYEE RELATIONS BOARD.**

26 (C) **“CONFIDENTIAL EMPLOYEE” INCLUDES AN INDIVIDUAL WHOSE**
27 **EMPLOYMENT RESPONSIBILITIES REQUIRE KNOWLEDGE OF THE PUBLIC**
28 **EMPLOYER’S POSTURE IN THE COLLECTIVE NEGOTIATION PROCESS.**

29 (D) **UNLESS SPECIFICALLY PROVIDED OTHERWISE, “DAY” MEANS A**
30 **CALENDAR DAY.**

(E) "EMPLOYEE ORGANIZATION" MEANS A LABOR ORGANIZATION IN WHICH PUBLIC EMPLOYEES PARTICIPATE AND THAT HAS AS ONE OF ITS PRIMARY PURPOSES REPRESENTING PUBLIC EMPLOYEES.

(F) "EXCLUSIVE REPRESENTATIVE" MEANS AN EMPLOYEE ORGANIZATION THAT HAS BEEN CERTIFIED BY THE BOARD AS AN EXCLUSIVE REPRESENTATIVE UNDER SUBTITLE 4 OF THIS TITLE.

(G) "LOCKOUT" MEANS ACTION TAKEN BY A PUBLIC EMPLOYER TO:

(1) INTERRUPT OR PREVENT THE CONTINUITY OF THE EMPLOYEES' USUAL WORK FOR THE PURPOSE AND WITH THE INTENT OF COERCING THE EMPLOYEES INTO RELINQUISHING RIGHTS GUARANTEED BY THIS TITLE; OR

(2) BRING ECONOMIC PRESSURE ON EMPLOYEES FOR THE PURPOSE OF SECURING THE AGREEMENT OF THEIR EXECUTIVE REPRESENTATIVE TO COLLECTIVE BARGAINING AGREEMENT TERMS.

(H) "PUBLIC EMPLOYER" MEANS:

(1) THE STATE, INCLUDING ANY UNIT, DEPARTMENT, OR INSTRUMENTALITY OF THE STATE;

(2) A COMMUNITY COLLEGE LISTED UNDER § 16-702(B) OF THE EDUCATION ARTICLE; AND

(3) A COUNTY BOARD OF EDUCATION OR THE BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS.

(I) "PUBLIC EMPLOYEE" MEANS AN INDIVIDUAL WHO:

(1) HOLDS A POSITION BY APPOINTMENT OR EMPLOYMENT IN THE SERVICE OF A PUBLIC EMPLOYER WITH COLLECTIVE BARGAINING RIGHTS UNDER TITLE 3 OF THE STATE PERSONNEL AND PENSIONS ARTICLE, TITLE 6, SUBTITLE 4 OR 5 OF THE EDUCATION ARTICLE OR TITLE 16, SUBTITLE 7 OF THE EDUCATION ARTICLE; AND

(2) IS NOT A CONFIDENTIAL EMPLOYEE.

(J) (1) "SHOWING OF INTEREST FORM" MEANS A WRITTEN STATEMENT FROM A PUBLIC EMPLOYEE WHO WISHES TO BE REPRESENTED BY A PETITIONING EMPLOYEE ORGANIZATION FOR THE PURPOSE OF COLLECTIVE BARGAINING.

1 **(2) “SHOWING OF INTEREST FORM” INCLUDES:**

2 **(I) A UNION AUTHORIZATION CARD; OR**

3 **(II) A UNION MEMBERSHIP CARD.**

4 **(K) “STRIKE” MEANS ANY CONCERTED WORK STOPPAGE TO INDUCE,**
5 **INFLUENCE, COERCE, OR ENFORCE DEMANDS FOR A CHANGE IN WAGES, HOURS,**
6 **TERMS, OR OTHER CONDITIONS OF EMPLOYMENT.**

7 **21-102.**

8 **(A) IT IS THE INTENT OF THE GENERAL ASSEMBLY THAT IT IS THE PUBLIC**
9 **POLICY OF THE STATE TO ENCOURAGE AND PROTECT THE EXERCISE BY PUBLIC**
10 **SECTOR EMPLOYEES OF THE FULL FREEDOM OF ASSOCIATION,**
11 **SELF-ORGANIZATION, AND DESIGNATION OF REPRESENTATIVES OF THEIR OWN**
12 **CHOOSING, FOR THE PURPOSE OF NEGOTIATING THE TERMS AND CONDITIONS OF**
13 **THEIR EMPLOYMENT OR OTHER MUTUAL AID OR PROTECTION.**

14 **(B) FOR THE ADVANCEMENT OF THE RIGHTS DESCRIBED UNDER**
15 **SUBSECTION (A) OF THIS SECTION AND TO PROMOTE LABOR PEACE AND THE**
16 **ORDERLY AND CONSTRUCTIVE RELATIONSHIPS BETWEEN ALL PUBLIC EMPLOYERS**
17 **AND THEIR EMPLOYEES, THE GENERAL ASSEMBLY HAS DETERMINED THAT THE**
18 **OVERALL POLICY MAY BEST BE ACCOMPLISHED BY:**

19 **(1) GRANTING TO PUBLIC EMPLOYEES THE RIGHT TO ORGANIZE AND**
20 **CHOOSE FREELY THEIR REPRESENTATIVES;**

21 **(2) REQUIRING PUBLIC EMPLOYERS TO NEGOTIATE AND BARGAIN**
22 **WITH EMPLOYEE ORGANIZATIONS REPRESENTING PUBLIC EMPLOYEES AND TO**
23 **ENTER INTO WRITTEN AGREEMENTS EVIDENCING THE RESULT OF THE BARGAINING;**
24 **AND**

25 **(3) ESTABLISHING PROCEDURES TO PROVIDE FOR THE PROTECTION**
26 **OF THE RIGHTS OF PUBLIC EMPLOYEES, THE PUBLIC EMPLOYERS, AND THE PUBLIC**
27 **AT LARGE.**

28 **(C) THE LAW OF THE STATE WITH RESPECT TO THE LABOR RIGHTS OF**
29 **PUBLIC SECTOR EMPLOYEES IS INTENDED TO FOLLOW THE RIGHTS OF EMPLOYEES**
30 **UNDER THE FEDERAL NATIONAL LABOR RELATIONS ACT.**

31 **21-103.**

DECISIONS OF THE FEDERAL NATIONAL LABOR RELATIONS BOARD SHALL BE AFFORDED PERSUASIVE WEIGHT IN ANY INTERPRETATION OF THIS TITLE.

SUBTITLE 2. RIGHTS AND DUTIES OF EMPLOYEES, PUBLIC EMPLOYERS, AND EXCLUSIVE REPRESENTATIVES.

21-201.

(A) EMPLOYEES OF A PUBLIC EMPLOYER HAVE THE RIGHT TO:

(1) ENGAGE IN CONCERTED ACTIVITIES FOR THE PURPOSES OF MUTUAL AID OR PROTECTION; AND

(2) REFRAIN FROM ANY OR ALL ACTIVITIES DESCRIBED UNDER ITEM (1) OF THIS SUBSECTION.

(B) PUBLIC EMPLOYEES HAVE THE RIGHT TO:

(1) FORM, JOIN AND PARTICIPATE IN, OR TO REFRAIN FROM FORMING, JOINING, OR PARTICIPATING IN, ANY EMPLOYEE ORGANIZATION OF THEIR OWN CHOOSING;

(2) BE REPRESENTED BY EMPLOYEE ORGANIZATIONS, TO NEGOTIATE COLLECTIVELY WITH THEIR PUBLIC EMPLOYERS IN THE DETERMINATION OF THEIR TERMS AND CONDITIONS OF EMPLOYMENT, AND THE ADMINISTRATION OF GRIEVANCES ARISING THEREUNDER; AND

(3) BE FAIRLY REPRESENTED BY THEIR EXCLUSIVE REPRESENTATIVE, IF ANY, IN COLLECTIVE BARGAINING.

(C) EXCEPT AS PROVIDED IN SUBSECTION (D) OF THIS SECTION, AN EMPLOYEE ORGANIZATION MAY ESTABLISH REASONABLE:

(1) RESTRICTIONS AS TO WHO MAY JOIN; AND

(2) PROVISIONS FOR THE DISMISSAL OF INDIVIDUALS FROM MEMBERSHIP.

(D) AN EMPLOYEE MAY NOT ESTABLISH RESTRICTIONS AND PROVISIONS UNDER SUBSECTION (C) OF THIS SECTION THAT DISCRIMINATE WITH REGARD TO THE TERMS OR CONDITIONS OF MEMBERSHIP BECAUSE OF:

- (1) AGE;
- (2) ANCESTRY;
- (3) COLOR;
- (4) CREED;
- (5) GENDER IDENTITY;
- (6) MARITAL STATUS;
- (7) MENTAL OR PHYSICAL DISABILITY;
- (8) NATIONAL ORIGIN;
- (9) RACE;
- (10) RELIGIOUS AFFILIATION, BELIEF, OR OPINION;
- (11) SEX; OR
- (12) SEXUAL ORIENTATION.

21-202.

A PUBLIC EMPLOYER SHALL EXTEND TO AN EXCLUSIVE REPRESENTATIVE THE RIGHT TO:

(1) REPRESENT PUBLIC EMPLOYEES IN:

(I) NEGOTIATIONS NOTWITHSTANDING THE EXISTENCE OF AN AGREEMENT WITH AN EMPLOYEE ORGANIZATION THAT IS NO LONGER CERTIFIED OR RECOGNIZED; AND

(II) THE SETTLEMENT OF GRIEVANCES;

(2) (I) ON REQUEST, INFORMATION FROM A PUBLIC EMPLOYER RELEVANT TO THE ADMINISTRATION AND NEGOTIATION OF AN AGREEMENT OR THE PROPER PERFORMANCE OF THE EMPLOYEE ORGANIZATION'S DUTIES AS THE PUBLIC EMPLOYEES' REPRESENTATIVE; AND

(II) HAVE THE INFORMATION REQUESTED UNDER ITEM (I) OF THIS ITEM MADE AVAILABLE AS SOON AS PRACTICABLE, BUT NOT LATER THAN 30 DAYS AFTER THE PUBLIC EMPLOYER RECEIVES THE REQUEST; AND

(3) COMMUNICATE WITH ITS MEMBERS AND ELECTED OFFICIALS, IN A MANNER AND AT TIMES AT ITS DISCRETION, CONCERNING ISSUES RELEVANT TO THE ADMINISTRATION AND NEGOTIATION OF AN AGREEMENT.

21-203.

(A) ON WRITTEN REQUEST OF AN EXCLUSIVE REPRESENTATIVE FOR EACH EMPLOYEE IN THE BARGAINING UNIT REPRESENTED BY THE EXCLUSIVE REPRESENTATIVE, THE PUBLIC EMPLOYER, AS APPROPRIATE, 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;

(6) WORK E-MAIL ADDRESS; AND

(7) POSITION IDENTIFICATION NUMBER.

(B) THE PUBLIC EMPLOYER, AS APPROPRIATE, SHALL PROVIDE THE EXCLUSIVE REPRESENTATIVE WITH THE REQUESTED INFORMATION IN A SEARCHABLE AND ANALYZABLE ELECTRONIC FORMAT.

(C) NAMES OR LISTS OF EMPLOYEES PROVIDED TO THE BOARD IN CONNECTION WITH AN ELECTION UNDER THIS TITLE ARE NOT SUBJECT TO DISCLOSURE IN ACCORDANCE WITH TITLE 4 OF THE GENERAL PROVISIONS ARTICLE.

(D) (1) EXCEPT AS PROVIDED IN PARAGRAPHS (2) AND (3) OF THIS SUBSECTION, AN EXCLUSIVE REPRESENTATIVE SHALL CONSIDER THE INFORMATION THAT IT RECEIVES UNDER THIS SECTION AS CONFIDENTIAL AND MAY NOT RELEASE THE INFORMATION TO ANY PERSON.

1 **(2) AN EXCLUSIVE REPRESENTATIVE MAY AUTHORIZE THIRD PARTY**
2 **CONTRACTORS TO USE THE INFORMATION THAT IT RECEIVES UNDER THIS SECTION,**
3 **AS DIRECTED BY THE EXCLUSIVE REPRESENTATIVE, TO CARRY OUT THE EXCLUSIVE**
4 **REPRESENTATIVE’S STATUTORY DUTIES UNDER THIS TITLE.**

5 **(3) AN EXCLUSIVE REPRESENTATIVE OR AN AUTHORIZED THIRD**
6 **PARTY CONTRACTOR MAY USE THE INFORMATION THAT IT RECEIVES UNDER THIS**
7 **SECTION FOR THE PURPOSE OF MAINTAINING OR INCREASING EMPLOYEE**
8 **MEMBERSHIP IN AN EMPLOYEE ORGANIZATION.**

9 **(4) ON WRITTEN REQUEST OF AN EMPLOYEE, AN EXCLUSIVE**
10 **REPRESENTATIVE SHALL WITHHOLD FURTHER COMMUNICATION WITH THE**
11 **EMPLOYEE UNLESS OTHERWISE REQUIRED BY LAW OR THE WRITTEN REQUEST IS**
12 **REVOKED BY THE EMPLOYEE.**

13 **21-204.**

14 **A PUBLIC EMPLOYER HAS THE RIGHT TO:**

15 **(1) DETERMINE HOW THE STATUTORY MANDATE AND GOALS OF THE**
16 **PUBLIC EMPLOYER, INCLUDING THE FUNCTIONS AND PROGRAMS OF THE PUBLIC**
17 **EMPLOYER, ITS OVERALL BUDGET, AND ITS ORGANIZATIONAL STRUCTURE, ARE TO**
18 **BE CARRIED OUT; AND**

19 **(2) DIRECT EMPLOYEES OF THE PUBLIC EMPLOYER.**

20 **21-205.**

21 **(A) A PUBLIC EMPLOYER IS PROHIBITED FROM ENGAGING IN A LOCKOUT.**

22 **(B) PUBLIC EMPLOYEES ARE PROHIBITED FROM ENGAGING IN A STRIKE.**

23 **21-206.**

24 **(A) A PUBLIC EMPLOYER AND ITS OFFICERS, EMPLOYEES, AGENTS, OR**
25 **REPRESENTATIVES ARE PROHIBITED FROM ENGAGING IN ANY UNFAIR LABOR**
26 **PRACTICE, INCLUDING:**

27 **(1) INTERFERING WITH, RESTRAINING, OR COERCING EMPLOYEES IN**
28 **THE EXERCISE OF THEIR RIGHTS UNDER THIS TITLE;**

1 **(2) DOMINATING, INTERFERING WITH, CONTRIBUTING FINANCIAL OR**
2 **OTHER SUPPORT TO, OR ASSISTING IN THE FORMATION, EXISTENCE, OR**
3 **ADMINISTRATION OF ANY EMPLOYEE ORGANIZATION;**

4 **(3) GRANTING ADMINISTRATIVE LEAVE TO EMPLOYEES TO ATTEND**
5 **EMPLOYER SPONSORED OR SUPPORTED MEETINGS OR EVENTS RELATING TO AN**
6 **ELECTION UNDER SUBTITLE 4 OF THIS TITLE, UNLESS THE PUBLIC EMPLOYER**
7 **GRANTS EMPLOYEES AT LEAST THE SAME AMOUNT OF ADMINISTRATIVE LEAVE TO**
8 **ATTEND LABOR ORGANIZATION SPONSORED OR SUPPORTED MEETINGS OR**
9 **EMPLOYEE MEETINGS;**

10 **(4) DISCRIMINATING IN HIRING, TENURE, OR ANY TERM OR**
11 **CONDITION OF EMPLOYMENT TO ENCOURAGE OR DISCOURAGE MEMBERSHIP IN AN**
12 **EMPLOYEE ORGANIZATION;**

13 **(5) DISCHARGING OR DISCRIMINATING AGAINST AN EMPLOYEE**
14 **BECAUSE OF THE SIGNING OR FILING OF AN AFFIDAVIT, PETITION, OR COMPLAINT,**
15 **OR GIVING INFORMATION OR TESTIMONY IN CONNECTION WITH MATTERS UNDER**
16 **THIS TITLE;**

17 **(6) FAILING TO PROVIDE ALL EMPLOYEE ORGANIZATIONS INVOLVED**
18 **IN AN ELECTION THE SAME RIGHTS OF ACCESS AS REQUIRED BY THE BOARD**
19 **THROUGH REGULATION;**

20 **(7) ENGAGING IN SURVEILLANCE OF UNION ACTIVITIES;**

21 **(8) REFUSING TO BARGAIN IN GOOD FAITH;**

22 **(9) FAILING TO MEET AN ESTABLISHED NEGOTIATION DEADLINE,**
23 **UNLESS A WRITTEN AGREEMENT BETWEEN THE PUBLIC EMPLOYER AND THE**
24 **EXCLUSIVE REPRESENTATIVE PROVIDES OTHERWISE;**

25 **(10) ENGAGING IN A LOCKOUT; OR**

26 **(11) SPENDING PUBLIC MONEY, USING PUBLIC RESOURCES, OR**
27 **PROVIDING ASSISTANCE TO AN INDIVIDUAL OR GROUP FOR A NEGATIVE CAMPAIGN**
28 **AGAINST EFFORTS BY EMPLOYEES OF A PUBLIC EMPLOYER OR AN EMPLOYEE**
29 **ORGANIZATION TO:**

30 **(I) GAIN OR RETAIN COLLECTIVE BARGAINING RIGHTS; OR**

31 **(II) CERTIFY AN EMPLOYEE ORGANIZATION AS AN EXCLUSIVE**
32 **REPRESENTATIVE.**

(B) EMPLOYEE ORGANIZATIONS AND THEIR AGENTS OR REPRESENTATIVES ARE PROHIBITED FROM ENGAGING IN ANY UNFAIR LABOR PRACTICE, INCLUDING:

(1) INTERFERING WITH, RESTRAINING, OR COERCING EMPLOYEES IN THE EXERCISE OF THEIR RIGHTS UNDER THIS TITLE;

(2) CAUSING OR ATTEMPTING TO CAUSE A PUBLIC EMPLOYER TO DISCRIMINATE IN HIRING, TENURE, OR ANY TERM OR CONDITION OF EMPLOYMENT TO ENCOURAGE OR DISCOURAGE MEMBERSHIP IN AN EMPLOYEE ORGANIZATION;

(3) ENGAGING IN, INDUCING, OR ENCOURAGING ANY PERSON TO ENGAGE IN A STRIKE, AS DEFINED IN § 21-205 OF THIS SUBTITLE;

(4) INTERFERING WITH THE STATUTORY DUTIES OF THE STATE OR A PUBLIC EMPLOYER;

(5) REFUSING TO BARGAIN IN GOOD FAITH; OR

(6) NOT FAIRLY REPRESENTING EMPLOYEES IN COLLECTIVE BARGAINING OR IN ANY OTHER MATTER IN WHICH THE EMPLOYEE ORGANIZATION HAS THE DUTY OF FAIR REPRESENTATION.

21-207.

(A) EACH EXCLUSIVE REPRESENTATIVE HAS THE RIGHT TO COMMUNICATE WITH THE EMPLOYEES THAT IT REPRESENTS.

(B) (1) PUBLIC EMPLOYERS SHALL ALLOW AN EXCLUSIVE REPRESENTATIVE TO:

(I) MEET WITH A NEW EMPLOYEE IN A BARGAINING UNIT REPRESENTED BY THE EXCLUSIVE REPRESENTATIVE WITHIN THE FIRST FULL PAY PERIOD OF THE NEW EMPLOYEE'S START DATE; OR

(II) ATTEND AND PARTICIPATE IN A NEW EMPLOYEE PROGRAM THAT INCLUDES ONE OR MORE EMPLOYEES WHO ARE IN A BARGAINING UNIT REPRESENTED BY THE EXCLUSIVE REPRESENTATIVE.

(2) THE NEW EMPLOYEE PROGRAM DESCRIBED IN PARAGRAPH (1)(II) OF THIS SUBSECTION MAY BE A NEW EMPLOYEE ORIENTATION, TRAINING, OR OTHER PROGRAM THAT THE PUBLIC EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE NEGOTIATE IN ACCORDANCE WITH TITLE 6, SUBTITLE 4 OR 5 OF THE EDUCATION

ARTICLE, TITLE 16, SUBTITLE 7 OF THE EDUCATION ARTICLE, OR TITLE 3 OF THE STATE PERSONNEL AND PENSIONS ARTICLE.

(3) EXCEPT AS PROVIDED IN PARAGRAPH (5) OF THIS SUBSECTION, THE EXCLUSIVE REPRESENTATIVE SHALL BE ALLOWED AT LEAST 30 MINUTES TO MEET WITH THE NEW EMPLOYEE OR TO COLLECTIVELY ADDRESS ALL NEW EMPLOYEES IN ATTENDANCE DURING A NEW EMPLOYEE PROGRAM.

(4) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH, A MEETING BETWEEN THE NEW EMPLOYEE AND THE EXCLUSIVE REPRESENTATIVE SHALL BE IN PERSON.

(II) AN EXCLUSIVE REPRESENTATIVE MAY CHOOSE TO MEET WITH A NEW EMPLOYEE BY VIDEO OR SIMILAR TECHNOLOGY IF PUBLIC HEALTH CONCERNS NECESSITATE THAT A MEETING BE CONDUCTED REMOTELY.

(5) A PUBLIC EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE MAY NEGOTIATE A PERIOD OF TIME THAT IS MORE THAN 30 MINUTES IN ACCORDANCE WITH TITLE 6, SUBTITLE 4 OR 5 OF THE EDUCATION ARTICLE, TITLE 16, SUBTITLE 7 OF THE EDUCATION ARTICLE, OR TITLE 3 OF THE STATE PERSONNEL AND PENSIONS ARTICLE.

(6) A PUBLIC EMPLOYER:

(I) SHALL ENCOURAGE AN EMPLOYEE TO MEET WITH THE EXCLUSIVE REPRESENTATIVE OR ATTEND THE PORTION OF A NEW EMPLOYEE PROGRAM DESIGNATED FOR AN EXCLUSIVE REPRESENTATIVE TO ADDRESS NEW EMPLOYEES; AND

(II) MAY NOT REQUIRE AN EMPLOYEE TO MEET WITH AN EXCLUSIVE REPRESENTATIVE OR ATTEND THE PORTION OF A NEW EMPLOYEE PROGRAM DESIGNATED FOR AN EXCLUSIVE REPRESENTATIVE TO ADDRESS NEW EMPLOYEES IF THE EMPLOYEE OBJECTS TO ATTENDING.

(C) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION AND SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, A PUBLIC EMPLOYER SHALL PROVIDE THE EXCLUSIVE REPRESENTATIVE AT LEAST 10 DAYS' NOTICE OF THE START DATE OF A NEW EMPLOYEE IN A BARGAINING UNIT REPRESENTED BY THE EXCLUSIVE REPRESENTATIVE.

(2) A PUBLIC EMPLOYER MAY PROVIDE THE EXCLUSIVE REPRESENTATIVE WITH LESS THAN 10 DAYS' NOTICE IF THERE IS AN URGENT NEED CRITICAL TO THE EMPLOYER THAT WAS NOT REASONABLY FORESEEABLE.

1 **(3) THE NOTICE REQUIRED UNDER PARAGRAPH (1) OF THIS**
2 **SUBSECTION SHALL:**

3 **(I) BE PROVIDED ELECTRONICALLY TO THE LOCAL PRESIDENT**
4 **OR EXCLUSIVE REPRESENTATIVE DESIGNEE WITHIN 5 DAYS OF THE EMPLOYEE'S**
5 **FIRST CHECK-IN;**

6 **(II) EXCEPT AS PROVIDED IN ITEM (III) OF THIS PARAGRAPH,**
7 **INCLUDE THE NEW EMPLOYEE'S NAME, UNIT, AND ALL EMPLOYEE IDENTIFICATION**
8 **NUMBERS, INCLUDING WORKDAY NUMBERS;**

9 **(III) EXCLUDE THE NEW EMPLOYEE'S SOCIAL SECURITY**
10 **NUMBER; AND**

11 **(IV) BE CONSIDERED CONFIDENTIAL BY AN EXCLUSIVE**
12 **REPRESENTATIVE.**

13 **(4) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS**
14 **PARAGRAPH, AN EXCLUSIVE REPRESENTATIVE MAY NOT DISCLOSE THE**
15 **INFORMATION IN A NOTICE.**

16 **(II) THE EXECUTIVE REPRESENTATIVE MAY AUTHORIZE A**
17 **THIRD-PARTY CONTRACTOR TO USE THE INFORMATION IN A NOTICE, AS DIRECTED**
18 **BY THE EXCLUSIVE REPRESENTATIVE, TO FULFILL THE EXCLUSIVE**
19 **REPRESENTATIVE'S STATUTORY DUTIES.**

20 **21-208.**

21 **AN EMPLOYEE ORGANIZATION CERTIFIED AS THE EXCLUSIVE**
22 **REPRESENTATIVE SHALL:**

23 **(1) SERVE AS THE SOLE AND EXCLUSIVE BARGAINING AGENT FOR ALL**
24 **EMPLOYEES IN THE BARGAINING UNIT;**

25 **(2) REPRESENT FAIRLY AND WITHOUT DISCRIMINATION ALL**
26 **EMPLOYEES IN THE BARGAINING UNIT, WHETHER OR NOT THE EMPLOYEES ARE**
27 **MEMBERS OF THE EMPLOYEE ORGANIZATION OR ARE PAYING DUES OR OTHER**
28 **CONTRIBUTIONS TO IT OR PARTICIPATING IN ITS AFFAIRS; AND**

29 **(3) PROMPTLY FILE WITH THE BOARD ALL CHANGES AND**
30 **AMENDMENTS TO THE ORGANIZATION'S GOVERNING DOCUMENTS.**

1 **21-209.**

2 (A) AN EMPLOYEE ORGANIZATION IS ENTITLED TO MEMBERSHIP DUES
3 DEDUCTION, ON PRESENTATION BY THE EMPLOYEE ORGANIZATION OF:

4 (1) DUES DEDUCTION AUTHORIZATION CARDS;

5 (2) ELECTRONIC MEMBERSHIP APPLICATION; OR

6 (3) OTHER METHOD BY WHICH AN EMPLOYEE HAS MANIFESTED
7 ASSENT FOR MEMBERSHIP DUES DEDUCTION.

8 (B) (1) A PUBLIC EMPLOYER SHALL COMMENCE MAKING DUES
9 DEDUCTIONS AS SOON AS PRACTICABLE, BUT NOT LATER THAN 30 DAYS AFTER
10 RECEIVING THE PROOF PRESENTED UNDER SUBSECTION (A) OF THIS SECTION.

11 (2) A PUBLIC EMPLOYER SHALL TRANSMIT MEMBERSHIP DUES TO
12 THE EMPLOYEE ORGANIZATION WITHIN 30 DAYS AFTER THE DEDUCTIONS ARE
13 MADE.

14 (3) A PUBLIC EMPLOYER SHALL ACCEPT AN AUTHORIZATION TO
15 DEDUCT FROM THE SALARY OF A PUBLIC EMPLOYEE AN AMOUNT FOR THE PAYMENT
16 OF DUES IN ANY FORMAT AUTHORIZED UNDER § 21-106 OF THE COMMERCIAL LAW
17 ARTICLE.

18 (C) THIS SECTION MAY NOT BE CONSTRUED TO REQUIRE AN EMPLOYEE TO
19 BECOME A MEMBER OF AN EMPLOYEE ORGANIZATION.

20 (D) (1) THE RIGHT OF AN EMPLOYEE ORGANIZATION TO MEMBERSHIP
21 DUES DEDUCTION SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL:

22 (I) AN EMPLOYEE REVOKES MEMBERSHIP IN ACCORDANCE
23 WITH A COLLECTIVE BARGAINING AGREEMENT OR THE MEMBERSHIP APPLICATION;

24 (II) THE EMPLOYEE CANCELS MEMBERSHIP DUES DEDUCTION
25 UNDER § 2-403 OF THE STATE PERSONNEL AND PENSIONS ARTICLE; OR

26 (III) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, THE
27 EMPLOYEE IS NO LONGER EMPLOYED BY THE PUBLIC EMPLOYER.

28 (2) IF WITHIN A PERIOD OF 1 YEAR, THE EMPLOYEE IS EMPLOYED BY
29 THE SAME PUBLIC EMPLOYER IN A POSITION REPRESENTED BY THE SAME

EXCLUSIVE REPRESENTATIVE, THE RIGHT TO MEMBERSHIP DUES DEDUCTION SHALL BE AUTOMATICALLY REINSTATED.

(E) IF THE EMPLOYEE WHO HAS CONSENTED TO DUES DEDUCTION IS EITHER REMOVED FROM A PUBLIC EMPLOYER'S PAYROLL OR OTHERWISE PLACED ON AN INVOLUNTARY OR VOLUNTARY LEAVE OF ABSENCE, WHETHER PAID OR UNPAID, THE PUBLIC EMPLOYEE'S MEMBERSHIP DUES DEDUCTION AUTHORIZATION SHALL:

(1) REMAIN EFFECTIVE; AND

(2) BE CONTINUED ON THE PUBLIC EMPLOYEE'S RETURN TO THE PAYROLL OR RESTORATION TO ACTIVE EMPLOYMENT FROM A LEAVE OF ABSENCE.

(F) IF AN AUTHORIZATION FOR A PUBLIC EMPLOYER TO MAKE MEMBERSHIP DUES DEDUCTION WAS IN EFFECT ON JUNE 30, 2023:

(1) THE RIGHT OF THE EMPLOYEE ORGANIZATION TO MEMBERSHIP DUES DEDUCTION SHALL CONTINUE UNLESS THE RIGHT IS TERMINATED UNDER SUBSECTION (D) OF THIS SECTION; AND

(2) THE EMPLOYEE ORGANIZATION MAY NOT BE REQUIRED TO PRESENT NEW AUTHORIZATION UNDER SUBSECTION (A) OF THIS SECTION.

21-210.

(A) A PUBLIC EMPLOYER OR ITS OFFICERS, OR AN AGENT OF THE PUBLIC EMPLOYER, MAY NOT SPEND PUBLIC MONEY, USE PUBLIC RESOURCES, OR PROVIDE ASSISTANCE TO AN INDIVIDUAL OR GROUP FOR A NEGATIVE CAMPAIGN AGAINST EFFORTS BY EMPLOYEES OF A PUBLIC EMPLOYER OR AN EMPLOYEE ORGANIZATION TO:

(1) GAIN OR RETAIN COLLECTIVE BARGAINING RIGHTS; OR

(2) CERTIFY AN EMPLOYEE ORGANIZATION AS AN EXCLUSIVE REPRESENTATIVE.

(B) (1) WITHIN 7 DAYS AFTER A VALID ELECTION HAS BEEN SCHEDULED UNDER SUBTITLE 4 OF THIS TITLE, THE PUBLIC EMPLOYER SHALL ALLOW PUBLIC EMPLOYEES AND EMPLOYEE ORGANIZATIONS TO ACCESS THE EMPLOYER'S PROPERTY AND FACILITIES, INCLUDING GROUNDS, ROOMS, BULLETIN BOARDS, INTEROFFICE MAIL, AND OTHER COMMON AREAS FOR CAMPAIGN ACTIVITIES FOR THE ELECTION.

(2) THE PUBLIC EMPLOYER MAY NOT:

(I) LIMIT THE AMOUNT OF TIME A PUBLIC EMPLOYEE HAS ACCESS TO THE PUBLIC EMPLOYER'S PROPERTY AND FACILITIES DURING AN ELECTION UNDER THIS SECTION; OR

(II) ALTER OR REVISE EXISTING RULES OR REGULATIONS TO UNFAIRLY LIMIT OR PROHIBIT PUBLIC EMPLOYEES OR EMPLOYEE ORGANIZATIONS FROM EXERCISING THEIR RIGHTS UNDER THIS TITLE.

(3) THIS SUBSECTION MAY NOT BE CONSTRUED TO ALLOW CAMPAIGN ACTIVITIES TO INTERFERE WITH A PUBLIC EMPLOYER'S OPERATIONS.

SUBTITLE 3. PUBLIC EMPLOYEE RELATIONS BOARD.

21-301.

THERE IS A PUBLIC EMPLOYEE RELATIONS BOARD ESTABLISHED AS AN INDEPENDENT UNIT OF STATE GOVERNMENT.

21-302.

(A) THE BOARD CONSISTS OF THE FOLLOWING FIVE MEMBERS:

(1) A CHAIR APPOINTED BY THE GOVERNOR WITH THE ADVICE AND CONSENT OF THE SENATE, REPRESENTING THE PUBLIC;

(2) TWO MEMBERS CHOSEN FROM A LIST OF CANDIDATES SUBMITTED BY EACH EXCLUSIVE REPRESENTATIVE, APPOINTED BY THE GOVERNOR WITH DUE REGARD FOR ANY CANDIDATES WHO HAVE MAJORITY OR PLURALITY SUPPORT FROM EXCLUSIVE REPRESENTATIVES, WITH THE ADVICE AND CONSENT OF THE SENATE; AND

(3) TWO MEMBERS CHOSEN FROM A LIST OF CANDIDATES SUBMITTED BY PUBLIC EMPLOYERS, APPOINTED BY THE GOVERNOR WITH THE ADVICE AND CONSENT OF THE SENATE.

(B) EACH MEMBER OF THE BOARD:

(1) MUST HAVE KNOWLEDGE OF AND EXPERIENCE WITH LABOR LAW, LABOR MEDIATION, OR LABOR NEGOTIATIONS;

1 **(2) MAY NOT BE OFFICERS OR EMPLOYEES OF A PUBLIC EMPLOYER,**
2 **OR OF AN EMPLOYEE ORGANIZATION; AND**

3 **(3) MUST BE KNOWN FOR OBJECTIVE AND INDEPENDENT JUDGMENT.**

4 **(C) BEFORE TAKING OFFICE, EACH MEMBER SHALL TAKE THE OATH**
5 **REQUIRED BY ARTICLE I, § 9 OF THE MARYLAND CONSTITUTION.**

6 **(D) (1) THE TERM OF A MEMBER IS 6 YEARS.**

7 **(2) THE TERMS OF MEMBERS ARE STAGGERED AS REQUIRED BY THE**
8 **TERMS PROVIDED FOR MEMBERS OF THE BOARD ON JULY 1, 2023.**

9 **(3) A VACANCY SHALL BE FILLED FOR AN UNEXPIRED TERM IN THE**
10 **SAME MANNER AS AN ORIGINAL APPOINTMENT.**

11 **(4) AT THE END OF A TERM, A MEMBER CONTINUES TO SERVE UNTIL**
12 **A SUCCESSOR IS APPOINTED AND QUALIFIES.**

13 **(5) A MEMBER WHO IS APPOINTED AFTER A TERM HAS BEGUN SERVES**
14 **ONLY FOR THE REST OF THE TERM AND UNTIL A SUCCESSOR IS APPOINTED AND**
15 **QUALIFIES.**

16 **(E) THE GOVERNOR MAY REMOVE A MEMBER ONLY FOR INCOMPETENCE OR**
17 **MISCONDUCT.**

18 **(F) IN MAKING APPOINTMENTS TO THE BOARD, THE GOVERNOR SHALL**
19 **ENSURE, TO THE EXTENT PRACTICABLE, THAT THE RATIO OF MALE TO FEMALE**
20 **MEMBERS AND THE RACIAL MAKEUP OF THE BOARD IS REFLECTIVE OF THE**
21 **GENERAL POPULATION OF THE STATE.**

22 **21-303.**

23 **(A) (1) A MAJORITY OF THE VOTING MEMBERS SHALL CONSTITUTE A**
24 **QUORUM FOR:**

25 **(I) THE TRANSACTION OF ANY BUSINESS; OR**

26 **(II) THE EXERCISE OF ANY POWER OR THE PERFORMANCE OF**
27 **ANY DUTY AUTHORIZED OR IMPOSED BY LAW.**

28 **(2) FORMAL ACTION MAY NOT BE TAKEN BY THE BOARD WITHOUT**
29 **THE APPROVAL OF A MAJORITY OF THE VOTING MEMBERS OF THE BOARD.**

1 **(B) THE BOARD SHALL SET THE TIMES AND PLACES OF ITS MEETINGS, BUT**
2 **SHALL MEET AT LEAST ONCE PER MONTH.**

3 **(C) (1) AN APPOINTED MEMBER OF THE BOARD IS ENTITLED TO:**

4 **(I) THE COMPENSATION PROVIDED IN THE STATE BUDGET;**
5 **AND**

6 **(II) REIMBURSEMENT FOR EXPENSES UNDER THE STANDARD**
7 **STATE TRAVEL REGULATIONS AS PROVIDED IN THE STATE BUDGET.**

8 **(2) THE CHAIR OF THE BOARD SHALL GIVE FULL TIME TO THE DUTIES**
9 **OF CHAIR AND IS ENTITLED TO A SALARY AS PROVIDED IN THE STATE BUDGET.**

10 **21-304.**

11 **(A) (1) THE BOARD SHALL APPOINT AN EXECUTIVE DIRECTOR OF THE**
12 **BOARD.**

13 **(2) THE EXECUTIVE DIRECTOR:**

14 **(I) IS RESPONSIBLE TO AND SERVES AT THE PLEASURE OF THE**
15 **BOARD;**

16 **(II) MUST HAVE KNOWLEDGE OF AND EXPERIENCE WITH LABOR**
17 **ISSUES; AND**

18 **(III) IS ENTITLED TO THE SALARY PROVIDED IN THE STATE**
19 **BUDGET.**

20 **(B) THE EXECUTIVE DIRECTOR SHALL PERFORM THE DUTIES THAT THE**
21 **BOARD ASSIGNS, INCLUDING:**

22 **(1) OPERATING THE OFFICE OF THE BOARD; AND**

23 **(2) KEEPING THE OFFICIAL RECORDS OF THE BOARD.**

24 **(C) THE EXECUTIVE DIRECTOR MAY HIRE ANY STAFF NECESSARY TO**
25 **CARRY OUT THE PROVISIONS OF THIS TITLE.**

26 **21-305.**

(A) THE BOARD SHALL APPOINT:

(1) A DEPUTY DIRECTOR FOR EXECUTIVE BRANCH LABOR RELATIONS;

(2) A DEPUTY DIRECTOR FOR PUBLIC SCHOOL LABOR RELATIONS;
AND

(3) A DEPUTY DIRECTOR FOR PUBLIC HIGHER EDUCATION LABOR RELATIONS.

(B) THE DEPUTY DIRECTORS:

(1) ARE RESPONSIBLE TO AND SERVE AT THE PLEASURE OF THE BOARD;

(2) MUST HAVE KNOWLEDGE OF AND EXPERIENCE WITH LABOR ISSUES AND THE SUBJECT MATTER AREA ASSOCIATED WITH THEIR POSITIONS; AND

(3) ARE ENTITLED TO THE SALARY PROVIDED IN THE STATE BUDGET.

21-306.

(A) THE BOARD IS RESPONSIBLE FOR ADMINISTERING AND ENFORCING PROVISIONS OF:

(1) THIS TITLE;

(2) TITLE 6, SUBTITLE 4 OR 5 OF THE EDUCATION ARTICLE;

(3) TITLE 16, SUBTITLE 7 OF THE EDUCATION ARTICLE; AND

(4) TITLE 3 OF THE STATE PERSONNEL AND PENSIONS ARTICLE.

(B) IN ADDITION TO ANY OTHER POWERS OR DUTIES PROVIDED FOR ELSEWHERE IN THIS TITLE, TITLE 6, SUBTITLE 4 OR 5 OF THE EDUCATION ARTICLE, TITLE 16, SUBTITLE 7 OF THE EDUCATION ARTICLE, AND TITLE 3 OF THE STATE PERSONNEL AND PENSIONS ARTICLE, THE BOARD MAY:

(1) ESTABLISH PROCEDURES FOR, SUPERVISE THE CONDUCT OF, AND RESOLVE DISPUTES ABOUT ELECTIONS FOR EXCLUSIVE REPRESENTATIVES;

1 **(2) ESTABLISH PROCEDURES FOR AND RESOLVE DISPUTES ABOUT**
2 **PETITIONS FOR BARGAINING UNIT CLARIFICATION;**

3 **(3) ESTABLISH PROCEDURES FOR AND RESOLVE DISPUTES ABOUT**
4 **PETITIONS AND ELECTIONS FOR DECERTIFICATION OF AN EXCLUSIVE**
5 **REPRESENTATIVE;**

6 **(4) INVESTIGATE AND TAKE APPROPRIATE ACTION IN RESPONSE TO**
7 **COMPLAINTS OF UNFAIR LABOR PRACTICES, INCLUDING STRIKES AND LOCKOUTS;**

8 **(5) ESTABLISH PROCEDURES FOR AND RESOLVE DISPUTES ABOUT**
9 **THE NEGOTIABILITY OF BARGAINING SUBJECTS;**

10 **(6) ON APPLICATION BY AN EXCLUSIVE REPRESENTATIVE OR PUBLIC**
11 **EMPLOYER, DETERMINE THAT THE APPLICANT SHALL BE DESIGNATED AS A JOINT**
12 **PUBLIC EMPLOYER OF PUBLIC EMPLOYEES IN AN EMPLOYER-EMPLOYEE**
13 **BARGAINING UNIT DETERMINED IN ACCORDANCE WITH SUBTITLE 4 OF THIS TITLE**
14 **WHEN SUCH DETERMINATION WOULD BEST EFFECTUATE THE PURPOSES OF THIS**
15 **SUBTITLE; AND**

16 **(7) RESOLVE MATTERS AS PROVIDED IN §§ 6-408, 6-510, AND 16-711**
17 **OF THE EDUCATION ARTICLE.**

18 **(C) THE BOARD SHALL HAVE BROAD DISCRETION TO TAKE AND ORDER**
19 **REMEDIAL ACTIONS WHEN IT FINDS THAT A PARTY HAS COMMITTED AN UNFAIR**
20 **LABOR PRACTICE, INCLUDING THE RESTORATION OF ANY RIGHT, PAY, STATUS, OR**
21 **BENEFIT LOST BY A PUBLIC EMPLOYEE OR GROUP OF PUBLIC EMPLOYEES, DUE TO**
22 **VIOLATIONS OF THIS TITLE.**

23 **(D) TO ENFORCE THE PROVISIONS OF THIS SUBTITLE, THE BOARD MAY:**

24 **(1) ISSUE SUBPOENAS; AND**

25 **(2) ADMINISTER OATHS AND AFFIRMATIONS, EXAMINE WITNESSES,**
26 **AND RECEIVE EVIDENCE.**

27 **(E) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION,**
28 **THE BOARD SHALL ADOPT AND ENFORCE REGULATIONS, GUIDELINES, AND**
29 **POLICIES TO CARRY OUT THIS TITLE.**

30 **(2) THE BOARD MAY NOT ADOPT ANY REGULATION, GUIDELINE, OR**
31 **POLICY THAT:**

1 **(I) UNNECESSARILY DELAYS THE RESOLUTION OF DISPUTES**
2 **OVER ELECTIONS, UNFAIR LABOR PRACTICES, OR ANY OTHER MATTER UNDER THIS**
3 **TITLE; OR**

4 **(II) RESTRICTS OR WEAKENS THE PROTECTIONS PROVIDED TO**
5 **PUBLIC EMPLOYEES AND EMPLOYEE ORGANIZATIONS UNDER THIS TITLE OR UNDER**
6 **REGULATIONS.**

7 **21-307.**

8 **(A) (1) IF A PARTY HAS BEEN CHARGED WITH ENGAGING IN OR HAS**
9 **ENGAGED IN AN UNFAIR LABOR PRACTICE, THE APPROPRIATE DEPUTY DIRECTOR**
10 **SHALL INVESTIGATE THE CHARGE.**

11 **(2) IF THE BOARD, THROUGH THE DEPUTY DIRECTOR'S**
12 **INVESTIGATION, FINDS THAT PROBABLE CAUSE EXISTS TO SUPPORT THE CHARGE**
13 **OF AN UNFAIR LABOR PRACTICE, THE BOARD SHALL:**

14 **(I) ISSUE A COMPLAINT AGAINST THE PARTY STATING THE**
15 **CHARGES; AND**

16 **(II) NOT LESS THAN 15 DAYS AFTER ISSUING THE COMPLAINT,**
17 **ISSUE A NOTICE OF A HEARING BEFORE THE BOARD OR THE OFFICE OF**
18 **ADMINISTRATIVE HEARINGS.**

19 **(B) THE BOARD MAY NOT ISSUE A COMPLAINT UNDER SUBSECTION (A)(2)(I)**
20 **OF THIS SECTION IF THE UNFAIR LABOR PRACTICE OCCURRED MORE THAN 6**
21 **MONTHS BEFORE THE FILING OF THE CHARGE.**

22 **(C) (1) THE DEPUTY DIRECTORS SHALL ENDEAVOR AT ALL TIMES TO**
23 **SEEK INFORMAL RESOLUTION OF CHARGES OR COMPLAINTS.**

24 **(2) THE BOARD AND THE APPROPRIATE DEPUTY DIRECTOR SHALL**
25 **MAKE ALL PRACTICAL AND REASONABLE EFFORTS TO RESOLVE CHARGES AND**
26 **COMPLAINTS OF UNFAIR LABOR PRACTICES IN A SWIFT MANNER.**

27 **(D) FOR THE PURPOSES OF EXAMINATION AND THE RIGHT TO COPY, THE**
28 **BOARD AND THE DEPUTY DIRECTORS SHALL AT ALL REASONABLE TIMES HAVE**
29 **ACCESS TO EVIDENCE OF A PERSON BEING INVESTIGATED OR PROCEEDED AGAINST**
30 **THAT RELATES TO A MATTER UNDER INVESTIGATION OR IN QUESTION UNDER THIS**
31 **SECTION.**

(E) (1) IF THERE IS A CHARGE OF AN UNFAIR LABOR PRACTICE RESULTING FROM A PARTY'S CONDUCT IN COLLECTIVE BARGAINING AND THAT IS ALLEGED TO HAVE AN EFFECT ON THE COURSE OF COLLECTIVE BARGAINING:

(I) THE APPROPRIATE DEPUTY DIRECTOR SHALL DETERMINE WHETHER THERE IS PROBABLE CAUSE FOR THE BOARD TO ISSUE A COMPLAINT; AND

(II) IF THE DEPUTY DIRECTOR DETERMINES THERE IS PROBABLE CAUSE, THE BOARD SHALL ISSUE A COMPLAINT WITHIN 30 DAYS AFTER THE FILING OF THE CHARGE.

(III) IF A COMPLAINT IS ISSUED, THE BOARD SHALL RESOLVE THE COMPLAINT AND ISSUE A FINAL DECISION WITHIN 90 DAYS AFTER THE FILING OF THE CHARGE.

(2) THE BOARD MAY ACCELERATE THE TIME TO RESOLVE CHARGES AND COMPLAINTS IN EXIGENT CIRCUMSTANCES UNDER REGULATIONS ADOPTED BY THE BOARD.

(F) (1) THE APPROPRIATE DEPUTY DIRECTOR SHALL PROSECUTE ANY CHARGE FOR WHICH THE BOARD HAS ISSUED A COMPLAINT IN A HEARING BEFORE THE BOARD OR THE OFFICE OF ADMINISTRATIVE HEARINGS.

(2) THE CHARGING PARTY HAS THE RIGHT TO PARTICIPATE IN ANY HEARING BEFORE THE BOARD OR THE OFFICE OF ADMINISTRATIVE HEARINGS.

(G) THE BOARD SHALL ACCEPT DOCUMENTS FILED BY E-MAIL.

21-308.

(A) IF 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 PERSON TO COMPLY WITH THE BOARD'S ORDER.

(B) THE BOARD MAY NOT BE REQUIRED TO POST BOND IN AN ACTION UNDER SUBSECTION (A) OF THIS SECTION.

21-309.

(A) THE BOARD IS NOT BOUND BY ANY PRIOR REGULATION, ORDER, ACTION, OPINION, OR DECISION OF THE STATE LABOR RELATIONS BOARD, THE PUBLIC SCHOOL LABOR RELATIONS BOARD, OR THE STATE HIGHER EDUCATION

1 LABOR RELATIONS BOARD, EXCEPT FOR DECISIONS REGARDING UNIT
2 COMPOSITION UNDER § 21-401(C) OF THIS TITLE.

3 (B) A PRIOR ORDER, ACTION, OPINION, OR DECISION OF A LABOR BOARD
4 LISTED UNDER SUBSECTION (A) OF THIS SECTION OR ANY OTHER BODY MAY BE
5 CONSIDERED FOR ITS PERSUASIVE VALUE.

6 (C) THE BOARD SHALL BE BOUND BY JUDICIAL ORDERS REGARDING THE
7 SCOPE OF BARGAINING UNDER TITLE 6, SUBTITLES 4 AND 5 OF THE EDUCATION
8 ARTICLE.

9 SUBTITLE 4. ELECTIONS AND CERTIFICATION OF EXCLUSIVE REPRESENTATIVES.
10 21-401.

11 (A) EXCEPT AS OTHERWISE PROVIDED IN THIS SUBTITLE, THE BOARD
12 SHALL CONDUCT AN ELECTION FOR AN EXCLUSIVE REPRESENTATIVE OF A
13 BARGAINING UNIT IF:

14 (1) A VALID PETITION IS FILED IN ACCORDANCE WITH § 21-402 OF
15 THIS SUBTITLE; AND

16 (2) THE BARGAINING UNIT INVOLVED IN THE PETITION IS
17 DETERMINED TO BE AN APPROPRIATE BARGAINING UNIT UNDER § 21-403 OF THIS
18 SUBTITLE.

19 (B) THE BOARD MAY NOT CONDUCT AN ELECTION FOR AN EXCLUSIVE
20 REPRESENTATIVE OF A BARGAINING UNIT IF THE BOARD HAS CONDUCTED AN
21 ELECTION OR CERTIFIED AN EXCLUSIVE REPRESENTATIVE FOR THAT BARGAINING
22 UNIT WITHIN THE IMMEDIATELY PRECEDING 12 MONTHS.

23 (C) (1) AN EXCLUSIVE REPRESENTATIVE OR A BARGAINING UNIT IN
24 EXISTENCE ON JUNE 30, 2023:

25 (I) SHALL CONTINUE WITHOUT THE REQUIREMENT OF AN
26 ELECTION AND CERTIFICATION UNTIL A QUESTION CONCERNING REPRESENTATION
27 IS RAISED UNDER THIS TITLE; OR

28 (II) UNTIL THE BOARD FINDS THE UNIT NOT TO BE
29 APPROPRIATE AFTER CHALLENGE BY THE PUBLIC EMPLOYER, A MEMBER OF THE
30 UNIT, OR AN EMPLOYEE ORGANIZATION.

(2) (I) THE APPROPRIATENESS OF THE UNIT MAY NOT BE CHALLENGED UNTIL THE EXPIRATION OF ANY COLLECTIVE BARGAINING AGREEMENT IN EFFECT ON JUNE 30, 2023.

(II) THE BOARD MAY NOT MODIFY ANY BARGAINING UNIT DETERMINED UNDER EXISTING LAW.

21-402.

(A) A PETITION FOR THE ELECTION OF AN EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT MAY BE FILED WITH THE BOARD BY:

(1) AN EMPLOYEE ORGANIZATION SEEKING CERTIFICATION AS AN EXCLUSIVE REPRESENTATIVE; OR

(2) AN EMPLOYEE, A GROUP OF EMPLOYEES, OR AN EMPLOYEE ORGANIZATION SEEKING A NEW ELECTION TO DETERMINE AN EXCLUSIVE REPRESENTATIVE.

(B) A PETITION SHALL:

(1) CONTAIN THE INFORMATION THE BOARD REQUIRES; AND

(2) BE ACCOMPANIED BY A SHOWING OF INTEREST FORMS FROM 30% OF THE EMPLOYEES IN THE APPROPRIATE UNIT INDICATING THEIR DESIRE TO BE EXCLUSIVELY REPRESENTED BY THE EXCLUSIVE REPRESENTATIVE NAMED IN THE PETITION FOR THE PURPOSE OF COLLECTIVE BARGAINING.

(C) IF THE BOARD DETERMINES THAT A REQUIRED SHOWING OF INTEREST IS NOT ADEQUATE, THE BOARD:

(1) SHALL ALLOW AT A MINIMUM AN ADDITIONAL 30 DAYS FOR THE PETITIONER TO SUBMIT ADDITIONAL SHOWING OF INTEREST FORMS AFTER THE PETITIONER IS NOTIFIED OF THE DETERMINATION; AND

(2) MAY, FOR GOOD CAUSE, PROVIDE ADDITIONAL TIME TO THE PETITIONER TO PROVIDE ADDITIONAL FORMS.

(D) IF A PETITION IS SUPPORTED BY MORE THAN 50% OF THE PUBLIC EMPLOYEES IN THE BARGAINING UNIT, THE PUBLIC EMPLOYER SHALL IMMEDIATELY RECOGNIZE THE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE AND AFFORD TO THE EXCLUSIVE REPRESENTATIVE AND ITS MEMBERS ALL RIGHTS DUE UNDER THIS TITLE.

1 **(E) (1) A PETITION FILED UNDER SUBSECTION (A) OF THIS SECTION**
2 **SHALL INCLUDE SHOWING OF INTEREST FORMS PROVIDED TO THE BOARD FROM AN**
3 **EMPLOYEE ORGANIZATION.**

4 **(2) THE BOARD SHALL ACCEPT A SHOWING OF INTEREST FORM**
5 **WHETHER OR NOT THE SIGNATURES ON THE FORM ARE ELECTRONIC OR**
6 **HANDWRITTEN.**

7 **(3) (I) FOR AN ELECTION THAT IS CONDUCTED TO DETERMINE**
8 **WHETHER AN EXCLUSIVE REPRESENTATIVE SHOULD REPRESENT A UNIT, A**
9 **SHOWING OF INTEREST FORM IS VALID IF THE SIGNATURES WERE COLLECTED**
10 **WITHIN THE 18-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH A**
11 **PETITION FOR THE ELECTION IS FILED.**

12 **(II) FOR AN ELECTION THAT IS CONDUCTED TO DETERMINE**
13 **WHETHER AN EXCLUSIVE REPRESENTATIVE SHOULD NO LONGER REPRESENT A**
14 **UNIT, A SHOWING OF INTEREST FORM IS VALID IF THE SIGNATURES WERE**
15 **COLLECTED WITHIN THE 90-DAY PERIOD IMMEDIATELY PRECEDING THE DATE ON**
16 **WHICH THE PETITION FOR ELECTION IS FILED.**

17 **(4) A SHOWING OF INTEREST FORM MAY BE USED BY A PUBLIC**
18 **EMPLOYEE FOR EACH PUBLIC EMPLOYER THAT EMPLOYS THE PUBLIC EMPLOYEE.**

19 **(F) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, A PUBLIC**
20 **EMPLOYER SHALL PROVIDE TO THE BOARD AND THE EMPLOYEE ORGANIZATION AN**
21 **ALPHABETICAL LIST OF PUBLIC EMPLOYEES IN EACH BARGAINING UNIT WITHIN 2**
22 **DAYS AFTER A PETITION FOR AN ELECTION IS FILED.**

23 **(2) THE LIST REQUIRED TO BE PROVIDED UNDER PARAGRAPH (1) OF**
24 **THIS SUBSECTION SHALL:**

25 **(I) INCLUDE FOR EACH PUBLIC EMPLOYEE ON THE PAYROLL**
26 **FOR THE LAST PAY PERIOD BEFORE A PETITION FOR ELECTION IS FILED, THE**
27 **PUBLIC EMPLOYEE'S:**

- 28 **1. NAME;**
- 29 **2. POSITION CLASSIFICATION;**
- 30 **3. HOME AND WORK SITE ADDRESSES WHERE THE**
31 **EMPLOYEE RECEIVES INTEROFFICE OR UNITED STATES MAIL;**

1 4. HOME AND WORK SITE TELEPHONE NUMBERS;

2 5. PERSONAL CELL PHONE NUMBER; AND

3 6. WORK E-MAIL ADDRESS; AND

4 (II) IDENTIFY EACH PUBLIC EMPLOYEE THAT SHOULD BE
5 EXCLUDED AS AN ELIGIBLE VOTER WITH A STATEMENT EXPLAINING THE REASON
6 FOR THE EXCLUSION.

7 (3) A PUBLIC EMPLOYER MAY NOT CHALLENGE THE ELIGIBILITY OF
8 A PUBLIC EMPLOYEE'S VOTE IN AN ELECTION IF THE EMPLOYER FAILS TO EXPLAIN
9 AS REQUIRED UNDER PARAGRAPH (2) OF THIS SUBSECTION THE REASON FOR
10 EXCLUDING A PUBLIC EMPLOYEE UNDER THIS SUBSECTION.

11 (4) ON APPLICATION BY A PUBLIC EMPLOYER OR AN EMPLOYEE
12 ORGANIZATION, THE BOARD MAY DETERMINE THAT A PUBLIC EMPLOYER SHALL BE
13 DESIGNATED AS A JOINT PUBLIC EMPLOYER OF A PUBLIC EMPLOYEE WITHIN A
14 BARGAINING UNIT UNDER THIS SUBTITLE WHEN THE DESIGNATION WOULD BEST
15 EFFECTUATE THE PURPOSES OF THIS TITLE.

16 21-403.

17 (A) (1) EXCEPT AS OTHERWISE PROVIDED IN THIS TITLE, TITLE 6,
18 SUBTITLE 4 OR 5 OF THE EDUCATION ARTICLE, TITLE 16, SUBTITLE 7 OF THE
19 EDUCATION ARTICLE, OR TITLE 3 OF THE STATE PERSONNEL AND PENSIONS
20 ARTICLE, THE BOARD SHALL DETERMINE THE APPROPRIATENESS OF EACH
21 BARGAINING UNIT.

22 (2) IF THERE IS NO DISPUTE ABOUT THE APPROPRIATENESS OF THE
23 ESTABLISHMENT OF THE BARGAINING UNIT, THE BOARD SHALL ISSUE AN ORDER
24 DEFINING AN APPROPRIATE BARGAINING UNIT.

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

27 (I) CONDUCT A HEARING; AND

28 (II) ISSUE AN ORDER DEFINING AN APPROPRIATE BARGAINING
29 UNIT.

1 **(B) IF THE APPROPRIATE BARGAINING UNIT AS DETERMINED BY THE**
2 **BOARD DIFFERS FROM THE BARGAINING UNIT DESCRIBED IN THE PETITION, THE**
3 **BOARD MAY:**

4 **(1) DISMISS THE PETITION; OR**

5 **(2) DIRECT AN ELECTION IN THE APPROPRIATE BARGAINING UNIT IF**
6 **AT LEAST 30% OF THE SIGNATURES INCLUDED IN THE PETITION ARE OF EMPLOYEES**
7 **IN THE APPROPRIATE BARGAINING UNIT.**

8 **(C) A BARGAINING UNIT MAY CONSIST ONLY OF PUBLIC EMPLOYEES.**

9 **21-404.**

10 **EACH EMPLOYEE ORGANIZATION THAT SEEKS CERTIFICATION AS AN**
11 **EXCLUSIVE REPRESENTATIVE SHALL FILE WITH THE BOARD:**

12 **(1) A COPY OF THE EMPLOYEE ORGANIZATION'S GOVERNING**
13 **DOCUMENTS THAT:**

14 **(I) GIVE INDIVIDUAL MEMBERS THE RIGHT TO PARTICIPATE IN**
15 **ACTIVITIES OF THE ORGANIZATION;**

16 **(II) REQUIRE PERIODIC ELECTIONS BY SECRET BALLOT THAT**
17 **ARE CONDUCTED WITH RECOGNIZED SAFEGUARDS TO ENSURE THE EQUAL RIGHTS**
18 **OF ALL MEMBERS TO NOMINATE, SEEK OFFICE, AND VOTE IN THE ELECTIONS; AND**

19 **(III) DIRECT FULL AND ACCURATE ACCOUNTING OF ALL INCOME**
20 **AND EXPENSES USING STANDARD ACCOUNTING METHODS; AND**

21 **(2) A CERTIFICATION THAT THE EMPLOYEE ORGANIZATION ACCEPTS**
22 **MEMBERS WITHOUT REGARD TO ANY CHARACTERISTIC LISTED IN § 21-201(D) OF**
23 **THIS TITLE.**

24 **21-405.**

25 **(A) (1) WITHIN 5 DAYS AFTER DETERMINING THAT A VALID PETITION HAS**
26 **BEEN SUBMITTED UNDER § 21-402 OF THIS SUBTITLE, THE BOARD SHALL NOTIFY**
27 **INTERESTED EMPLOYEE ORGANIZATIONS OF THE PENDING ELECTION PETITION.**

28 **(2) WITHIN 10 DAYS AFTER DETERMINING THAT A VALID PETITION**
29 **HAS BEEN SUBMITTED UNDER § 21-402 OF THIS SUBTITLE, THE PUBLIC EMPLOYER,**
30 **AS APPROPRIATE, SHALL MAKE AVAILABLE TO ALL INTERESTED EMPLOYEE**

1 ORGANIZATIONS REASONABLE AND EQUIVALENT MEANS TO COMMUNICATE BY MAIL
2 AND IN PERSON WITH EACH EMPLOYEE IN THE APPROPRIATE BARGAINING UNIT FOR
3 THE PURPOSE OF SOLICITING THE EMPLOYEE'S VOTE IN AN ELECTION HELD UNDER
4 THIS SECTION.

5 (B) AN ELECTION SHALL BE HELD IN A BARGAINING UNIT WITHIN 90 DAYS
6 AFTER THE FILING OF A VALID PETITION FOR ELECTION IN THE BARGAINING UNIT
7 IN ACCORDANCE WITH GUIDELINES ESTABLISHED BY THE BOARD.

8 (C) (1) (I) THE BOARD SHALL CONDUCT THE ELECTION:

9 1. BY SECRET BALLOT; AND

10 2. SUBJECT TO SUBPARAGRAPH (II) OF THIS
11 PARAGRAPH, IN WHOLE OR IN PART BY IN-PERSON VOTING, MAIL, OR AN
12 ELECTRONIC VOTING SYSTEM.

13 (II) THE BOARD MAY DESIGNATE THE TIME PERIOD FOR
14 IN-PERSON VOTING UNDER SUBPARAGRAPH (III) OF THIS PARAGRAPH ONLY AFTER
15 CONSULTING WITH THE PUBLIC EMPLOYER AND EMPLOYEE ORGANIZATIONS ON THE
16 BALLOT.

17 (III) 1. THE BOARD SHALL ALLOW AT LEAST 10 DAYS OF
18 VOTING FOR AN ELECTION CONDUCTED UNDER SUBPARAGRAPH (I) OF THIS
19 PARAGRAPH, UNLESS AN EMPLOYEE ORGANIZATION ON THE BALLOT REQUESTS AN
20 EXTENSION.

21 2. IF THE VOTING SYSTEM IS INOPERABLE, THE BOARD
22 MAY EXTEND THE TIME PERIOD FOR VOTING.

23 (2) (I) AN EMPLOYEE ORGANIZATION ON A BALLOT MAY REQUEST
24 A PREFERRED METHOD OF VOTING AT THE TIME A PETITION FOR ELECTION IS FILED
25 WITH THE BOARD.

26 (II) EXCEPT AS PROVIDED IN SUBPARAGRAPH (III) OF THIS
27 PARAGRAPH, THE BOARD SHALL DESIGNATE THE METHOD OF VOTING BASED ON
28 THE REQUESTS OF THE EMPLOYEE ORGANIZATIONS ON THE BALLOT.

29 (III) IF THERE IS A DISPUTE BETWEEN TWO OR MORE EMPLOYEE
30 ORGANIZATIONS ON THE BALLOT OVER THE METHOD OF VOTING, THE BOARD MAY
31 DESIGNATE THE METHOD OF VOTING.

1 **(3) THE BOARD SHALL PLACE THE FOLLOWING CHOICES ON THE**
2 **BALLOT:**

3 **(I) THE NAME OF THE EXCLUSIVE REPRESENTATIVE, IF ANY;**

4 **(II) THE NAME OF THE EMPLOYEE ORGANIZATION DESIGNATED**
5 **IN THE PETITION FILED UNDER § 21-402 OF THIS SUBTITLE WITH RESPECT TO AN**
6 **APPROPRIATE BARGAINING UNIT;**

7 **(III) THE NAME OF EACH EMPLOYEE ORGANIZATION**
8 **DESIGNATED IN A PETITION FILED WITH THE BOARD, WITHIN 15 DAYS OF NOTICE OF**
9 **THE PENDING ELECTION PETITION, THAT INCLUDES THE SIGNATURES OF AT LEAST**
10 **10% OF THE EMPLOYEES IN THE APPROPRIATE BARGAINING UNIT; AND**

11 **(IV) A PROVISION FOR “NO EXCLUSIVE REPRESENTATIVE”.**

12 **(D) IF NONE OF THE CHOICES ON A BALLOT RECEIVES A MAJORITY OF THE**
13 **VOTES CAST IN AN ELECTION, THE BOARD SHALL CONDUCT A RUNOFF ELECTION**
14 **BETWEEN THE CHOICES THAT RECEIVED THE TWO HIGHEST NUMBER OF VOTES IN**
15 **THE ELECTION.**

16 **21-406.**

17 **(A) EXCEPT AS PROVIDED IN SUBSECTION (B) OF THIS SECTION, THE**
18 **BOARD SHALL CERTIFY AS EXCLUSIVE REPRESENTATIVE THE EMPLOYEE**
19 **ORGANIZATION RECEIVING THE VOTES IN AN ELECTION FROM A MAJORITY OF THE**
20 **EMPLOYEES VOTING IN THE ELECTION.**

21 **(B) AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING, THE BOARD MAY**
22 **DENY OR REVOKE CERTIFICATION AS EXCLUSIVE REPRESENTATIVE OF AN**
23 **EMPLOYEE ORGANIZATION FOR WILLFUL FAILURE TO COMPLY WITH THIS TITLE.**

24 **(C) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SUBTITLE, THE**
25 **BOARD SHALL CERTIFY THE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE**
26 **REPRESENTATIVE WITHOUT AN ELECTION IF:**

27 **(1) A PETITION FOR AN EXCLUSIVE REPRESENTATIVE HAS BEEN**
28 **FILED FOR A BARGAINING UNIT;**

29 **(2) THE BOARD FINDS THAT A MAJORITY OF THE EMPLOYEES IN THE**
30 **BARGAINING UNIT HAVE SIGNED VALID AUTHORIZATIONS DESIGNATING THE**
31 **EMPLOYEE ORGANIZATION AS THEIR EXCLUSIVE REPRESENTATIVE; AND**

(3) NO OTHER EMPLOYEE ORGANIZATION IS CURRENTLY CERTIFIED OR RECOGNIZED AS THE EXCLUSIVE REPRESENTATIVE OF THE BARGAINING UNIT.

21-407.

NAMES OR LISTS OF EMPLOYEES PROVIDED TO THE BOARD IN CONNECTION WITH AN ELECTION UNDER THIS SUBTITLE ARE NOT SUBJECT TO DISCLOSURE IN ACCORDANCE WITH TITLE 4 OF THE GENERAL PROVISIONS ARTICLE.

SUBTITLE 5. COLLECTIVE BARGAINING.

21-501.

(A) REPRESENTATIVES OF PUBLIC EMPLOYERS AND EXCLUSIVE REPRESENTATIVES SHALL MEET AT REASONABLE TIMES AND ENGAGE IN COLLECTIVE BARGAINING IN GOOD FAITH AND TO CONCLUDE A WRITTEN MEMORANDUM OF UNDERSTANDING OR OTHER NEGOTIATED AGREEMENT IN ACCORDANCE WITH TITLE 6, SUBTITLE 4 OR 5 OF THE EDUCATION ARTICLE, TITLE 16, SUBTITLE 7 OF THE EDUCATION ARTICLE, OR TITLE 3 OF THE STATE PERSONNEL AND PENSIONS ARTICLE.

(B) EACH NEGOTIATED AGREEMENT BETWEEN A PUBLIC EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE SHALL CONTAIN A PROCEDURE BY WHICH A DISPUTE REGARDING THE TERMS AND APPLICATIONS OF THE NEGOTIATED AGREEMENT MAY BE RESOLVED BY AN IMPARTIAL ARBITER IN A PROCEEDING WHICH BINDS BOTH THE PUBLIC EMPLOYER AND THE EMPLOYEE ORGANIZATION TO THE RESULT.

21-502.

(A) THIS SECTION APPLIES TO EMPLOYEE ORGANIZATIONS THAT REPRESENT PUBLIC EMPLOYEES ENTITLED TO USE THE GRIEVANCE AND APPEAL PROCEDURES ESTABLISHED UNDER:

(1) TITLES 11 AND 12 OF THE STATE PERSONNEL AND PENSIONS ARTICLE;

(2) TITLE 13, SUBTITLE 2 OF THE EDUCATION ARTICLE;

(3) § 14-302, § 14-408, OR § 16-510 OF THE EDUCATION ARTICLE; OR

(4) § 2-103.4(D) OF THE TRANSPORTATION ARTICLE.

(B) IF MEMBERS OF AN EMPLOYEE ORGANIZATION ARE ENTITLED TO RAISE GRIEVANCES OF PUBLIC EMPLOYER ACTIONS UNDER THE GRIEVANCE AND APPEAL PROCEDURES ESTABLISHED UNDER A PROVISION OF LAW LISTED UNDER SUBSECTION (A) OF THIS SECTION, THE GRIEVANCE AND APPEAL PROCEDURES SHALL SERVE AS THE PROCEDURE FOR THE RESOLUTION OF DISPUTES REGARDING THE TERMS AND APPLICATION OF MEMORANDA OF UNDERSTANDING, NEGOTIATED AGREEMENTS, OR OTHER FINAL WRITTEN AGREEMENTS, TO WHICH EMPLOYEE ORGANIZATIONS ARE A PARTY.

(C) AN EXCLUSIVE REPRESENTATIVE MAY GRIEVE ALLEGED VIOLATIONS OF A MEMORANDUM OF UNDERSTANDING, NEGOTIATED AGREEMENT, OR OTHER FINAL WRITTEN AGREEMENT, AS THE REAL PARTY IN INTEREST UNDER A GRIEVANCE PROCEDURE ESTABLISHED UNDER A PROVISION OF LAW LISTED UNDER SUBSECTION (A) OF THIS SECTION.

(D) THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL HAVE JURISDICTION TO RESOLVE ANY DISPUTE REGARDING A MEMORANDUM OF UNDERSTANDING, NEGOTIATED AGREEMENT, OR OTHER FINAL WRITTEN AGREEMENT, WHEN GRIEVED THROUGH A GRIEVANCE PROCEDURE CITED IN SUBSECTION (A) OF THIS SECTION.

SUBTITLE 6. SHORT TITLE.

21-601.

THIS TITLE MAY BE CITED AS THE MARYLAND PUBLIC EMPLOYEE RELATIONS ACT.

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 (xii) of this subtitle and employees described in § 3-102(a)(2) and (3) 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] **THE PUBLIC EMPLOYEE RELATIONS BOARD.**

(c) “Chancellor” has the meaning stated in § 12–101 of the Education Article.

(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.

(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] **HAS THE MEANING STATED IN § 21–101 OF THE STATE GOVERNMENT ARTICLE.**

(f) “Exclusive representative” [means an employee organization that has been certified by the Board as an exclusive representative under Subtitle 4 of this title] **HAS THE MEANING STATED IN § 21–101 OF THE STATE GOVERNMENT ARTICLE.**

(g) (1) “Faculty at the Maryland School for the Deaf” means employees who have been granted the following status by the Board of Trustees of the Maryland School for the Deaf:

(i) after-school program counselors;

(ii) American Sign Language specialists;

(iii) athletic trainers;

(iv) behavior specialists;

(v) clerical aides;

(vi) dorm counselors;

- (vii) employment specialists;
- (viii) instructional technology resource specialists;
- (ix) librarians;
- (x) literacy and reading specialists;
- (xi) occupational therapists;
- (xii) orientation and mobility specialists;
- (xiii) physical therapists;
- (xiv) school counselors;
- (xv) school IEP coordinators;
- (xvi) school nurses;
- (xvii) school social workers;
- (xviii) speech–language pathologists;
- (xix) student support specialists;
- (xx) teachers;
- (xxi) teacher aides;
- (xxii) transition coordinators; and
- (xxiii) work–to–learn specialists.

(2) “Faculty at the Maryland School for the Deaf” does not include officers or supervisory employees at the Maryland School for the Deaf.

(h) “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.

(i) "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.

3-102.

(C) EMPLOYEES, EMPLOYERS, AND EXCLUSIVE REPRESENTATIVES ARE SUBJECT TO THE PROVISIONS OF TITLE 21 OF THE STATE GOVERNMENT ARTICLE.

(D) (1) SUBJECT TO TITLE 21, SUBTITLE 4 OF THE STATE GOVERNMENT ARTICLE, A BARGAINING UNIT SHALL CONSIST ONLY OF EMPLOYEES DEFINED IN REGULATIONS ADOPTED BY THE SECRETARY AND NOT SPECIFICALLY EXCLUDED BY SUBSECTION (B) OF THIS SECTION.

(2) (I) EACH SYSTEM INSTITUTION, MORGAN STATE UNIVERSITY, ST. MARY'S COLLEGE OF MARYLAND, AND BALTIMORE CITY COMMUNITY COLLEGE SHALL HAVE SEPARATE BARGAINING UNITS.

(II) APPROPRIATE BARGAINING UNITS SHALL CONSIST OF:

1. ALL ELIGIBLE NONEXEMPT EMPLOYEES, AS DESCRIBED IN THE FEDERAL FAIR LABOR STANDARDS ACT, EXCEPT ELIGIBLE SWORN POLICE OFFICERS;

2. ALL ELIGIBLE EXEMPT EMPLOYEES, AS DESCRIBED IN THE FEDERAL FAIR LABOR STANDARDS ACT; AND

3. ALL ELIGIBLE SWORN POLICE OFFICERS.

(3) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH, THE SECRETARY OR THE SECRETARY'S DESIGNEE SHALL HAVE THE AUTHORITY TO ASSIGN CLASSIFICATION TITLES AND POSITIONS TO BARGAINING UNITS AS APPROPRIATE.

1 **(II) THE FOLLOWING INDIVIDUALS AND ENTITIES SHALL**
2 **ASSIGN CLASSIFICATION TITLES AND POSITIONS TO BARGAINING UNITS AT THE**
3 **FOLLOWING INSTITUTIONS:**

4 **1. AT A SYSTEM INSTITUTION, THE PRESIDENT OF THE**
5 **SYSTEM INSTITUTION; AND**

6 **2. AT MORGAN STATE UNIVERSITY, ST. MARY'S**
7 **COLLEGE OF MARYLAND, OR BALTIMORE CITY COMMUNITY COLLEGE, THE**
8 **GOVERNING BOARD OF THE INSTITUTION.**

9 **(4) NOTWITHSTANDING ANY OTHER PROVISION OF LAW:**

10 **(I) MARYLAND TRANSPORTATION AUTHORITY POLICE**
11 **OFFICERS AT THE RANK OF FIRST SERGEANT AND BELOW SHALL HAVE A SEPARATE**
12 **BARGAINING UNIT; AND**

13 **(II) FACULTY AT THE MARYLAND SCHOOL FOR THE DEAF**
14 **SHALL HAVE A SEPARATE BARGAINING UNIT.**

15 3-501.

16 (e) **(1) [Negotiations] EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS**
17 **SUBSECTION, NEGOTIATIONS** for a memorandum of understanding shall be considered
18 closed sessions under § 3-305 of the General Provisions Article.

19 **(2) AN EXCLUSIVE REPRESENTATIVE MAY NOT BE CONSIDERED A**
20 **PUBLIC BODY UNDER § 3-101 OF THE GENERAL PROVISIONS ARTICLE.**

21 3-502.

22 (a) Collective bargaining shall include all matters relating to:

23 (1) wages, hours, and other terms and conditions of employment; and

24 (2) the time and manner of access to a new employee program [as required
25 under § 3-307 of this title] **IN ACCORDANCE WITH § 21-207 OF THE STATE**
26 **GOVERNMENT ARTICLE.**

27 (b) **[(1) Collective bargaining may include negotiations relating to the right of**
28 **an employee organization to receive service fees from nonmembers.**

29 (2) An employee whose religious beliefs are opposed to joining or financially
30 supporting any collective bargaining organization is:

(i) not required to pay a service fee; and

(ii) required to pay an amount of money as determined in collective bargaining negotiations, not to exceed any service fee negotiated under paragraph (1) of this subsection, to any charitable organization exempt from taxation under § 501(c)(3) of the Internal Revenue Code and to furnish written proof of the payment to:

1. A. the Department;

B. in the case of an employee of the Maryland Environmental Service, the Board of Directors of the Service; or

C. in the case of an employee of an institution of higher education specified in § 3–102(a)(1)(v) of this title, the President of the institution or the President’s designee; and

2. the exclusive representative.

(c)] Notwithstanding subsection (a) of this section, the representatives of the State, the Maryland Environmental Service, a system institution, Morgan State University, St. Mary’s College of Maryland, and Baltimore City Community College:

(1) [shall] MAY not be required to negotiate over any matter that is inconsistent with applicable law; and

(2) may negotiate and reach agreement with regard to any such matter only if it is understood that the agreement with respect to such matter cannot become effective unless the applicable law is amended by the General Assembly.

SECTION 5. AND BE IT FURTHER ENACTED, That the terms of the members of the Public Employee Relations Board shall expire as follows:

(1) one member appointed under § 21–302(a)(2) of the State Government Article, as enacted by Section 3 of this Act, and one member appointed under § 21–302(a)(3) of the State Government Article, as enacted by Section 3 of this Act, on June 30, 2025;

(2) one member appointed under § 21–302(a)(2) of the State Government Article, as enacted by Section 3 of this Act, and one member appointed under § 21–302(a)(3) of the State Government Article, as enacted by Section 3 of this Act, on June 30, 2029; and

(3) the chair appointed under § 21–302(a)(1) of the State Government Article, as enacted by Section 4 of this Act, on June 30, 2027.

SECTION 6. AND BE IT FURTHER ENACTED, That:

1 (a) The Public Employee Relations Board shall be the successor to the State Labor
2 Relations Board, State Higher Education Labor Relations Board, and Public School Labor
3 Relations Board, and shall have all powers and duties granted by law to those boards.

4 (b) Any investigation, litigation, or other action pending before the State Labor
5 Relations Board, State Higher Education Labor Relations Board, and Public School Labor
6 Relations Board on June 30, 2023 shall continue before the Public Employee Relations
7 Board.

8 SECTION 7. AND BE IT FURTHER ENACTED, That, if any provision of this Act or
9 the application thereof to any person or circumstance is held invalid for any reason in a
10 court of competent jurisdiction, the invalidity does not affect other provisions or any other
11 application of this Act that can be given effect without the invalid provision or application,
12 and for this purpose the provisions of this Act are declared severable.

13 SECTION 8. AND BE IT FURTHER ENACTED, That this Act shall take effect July
14 1, 2023.