

SENATE BILL 850

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By: **Senators Pugh, Brochin, Della, Dyson, Exum, King, Klausmeier, Lenett, Madaleno, McFadden, Peters, Pinsky, Raskin, Robey, Rosapepe, and Stone**

Introduced and read first time: February 11, 2008

Assigned to: Rules

A BILL ENTITLED

1 AN ACT concerning

2 **Education – Collective Bargaining – Public School Labor Relations Board**

3 FOR the purpose of establishing a Public School Labor Relations Board; specifying the
4 manner of appointment, membership, duties, and responsibilities of the Board;
5 providing for staffing of the Board; providing for the staggering of terms;
6 authorizing the Board to adopt and enforce certain regulations, guidelines, and
7 policies; permitting the Board to petition a circuit court to seek enforcement of
8 an order of the Board; providing that a hearing and determination under this
9 Act is a contested case; requiring the Board to decide any controversy or dispute
10 involving a labor organization of certificated or noncertificated public school
11 employees; providing that a certain decision of the Board is a final decision;
12 requiring the Board to supervise the election of certain exclusive employee
13 representatives; altering the determination of certain matters which may be
14 negotiated by a certain designated representative; authorizing a certain party to
15 petition the Board over certain matters; authorizing the Board to make a
16 certain determination of impasse during certain negotiations under certain
17 circumstances; authorizing the Board to provide certain assistance during a
18 certain impasse; requiring that certain provisions are subject to certain other
19 provisions concerning a fiscal relationship between certain parties; authorizing
20 the Board to make a certain determination concerning bad faith bargaining and
21 unfair labor practices; defining certain terms; altering provisions relating to the
22 negotiation of certain matters by a public school employer; specifying certain
23 requirements and procedures relating to the use of mediation, fact-finding, and
24 arbitration by certain parties in certain matters subject to dispute resolution;
25 and generally relating to the Public School Labor Relations Board and collective
26 bargaining for certificated and noncertificated public school employees.

27 BY repealing and reenacting, with amendments,
28 Article – Education

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 Section 2-205(e), 6-401, 6-405(f), 6-408, 6-501, 6-506(f), and 6-510
 2 Annotated Code of Maryland
 3 (2006 Replacement Volume and 2007 Supplement)

4 BY adding to
 5 Article – Education
 6 Section 6-801 through 6-807 to be under the new subtitle “Subtitle 8. Public
 7 School Labor Relations Board”
 8 Annotated Code of Maryland
 9 (2006 Replacement Volume and 2007 Supplement)

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

12 **Article – Education**

13 2-205.

14 (e) (1) Without charge and with the advice of the Attorney General, the
 15 State Board shall explain the true intent and meaning of the provisions of:

16 (i) This article that are within its jurisdiction; and

17 (ii) The bylaws, rules, and regulations adopted by the Board.

18 (2) [The] **EXCEPT AS PROVIDED IN PARAGRAPH (4) OF THIS**
 19 **SUBSECTION AND IN TITLE 6, SUBTITLES 4 AND 5 OF THIS ARTICLE, THE Board**
 20 shall decide all controversies and disputes under these provisions.

21 (3) The decision of the Board is final.

22 (4) (I) **THE PUBLIC SCHOOL LABOR RELATIONS BOARD**
 23 **ESTABLISHED UNDER TITLE 6, SUBTITLE 8 OF THIS ARTICLE SHALL DECIDE**
 24 **ANY CONTROVERSY OR DISPUTE ARISING UNDER TITLE 6, SUBTITLE 4 OR**
 25 **SUBTITLE 5 OF THIS ARTICLE IN ACCORDANCE WITH THE PROVISIONS OF §§**
 26 **6-401(F) AND 6-501(G) OF THIS ARTICLE.**

27 (II) **A DECISION OF THE PUBLIC SCHOOL LABOR**
 28 **RELATIONS BOARD IS FINAL.**

29 6-401.

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

31 (b) **“BOARD” MEANS THE PUBLIC SCHOOL LABOR RELATIONS BOARD**
 32 **ESTABLISHED UNDER SUBTITLE 8 OF THIS TITLE.**

1 (C) “Employee organization” means an organization that:

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

4 (2) Has as one of its main purposes the representation of the
5 employees in their relations with that public school employer.

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

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

11 (i) A private home;

12 (ii) A hospital;

13 (iii) A therapeutic center;

14 (iv) A school; or

15 (v) Any other appropriate site.

16 [(d)] (E) (1) “Public school employee” means a certificated professional
17 individual who is employed by a public school employer or an individual of equivalent
18 status in Baltimore City, except for a county superintendent or an individual
19 designated by the public school employer to act in a negotiating capacity as provided
20 in § 6–408(b) of this subtitle.

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

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

25 (ii) Home and hospital teachers employed by the public school
26 employer for at least 7 days before March 1 of the school fiscal year ending June 30,
27 2000, and each year after.

28 (3) In Baltimore County, “public school employee” includes:

29 (i) A secondary school nurse, an elementary school nurse, and a
30 special school nurse; and

1 (ii) Supervisory noncertificated employees as defined under §
2 6–501(h) of this title.

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

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

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

9 (7) In Carroll County, “public school employee” includes supervisory
10 noncertificated employees as defined under § 6–501(h) of this title.

11 [(e)] (F) “Public school employer” means a county board of education or the
12 Baltimore City Board of School Commissioners.
13 6–405.

14 (f) (1) The [State] Board shall adopt rules and regulations for:

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

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

21 (2) The [State] Board shall provide for supervision of these elections.

22 (3) The elections shall be held:

23 (i) In each school facility where public employees are assigned
24 on a regularly scheduled school day;

25 (ii) In a manner assuring the secrecy of the ballot; and

26 (iii) On a regular working day for public school employees,
27 between June 1 and June 15, inclusive, except in Baltimore City where the elections
28 shall be held between November 1 and November 15 following the date on which
29 certification of required membership enrollment is made.

30 (4) In any election held under this section, the employee organization
31 that receives the largest number of votes cast in a unit shall be declared to be the
32 exclusive representative of all public school employees in the unit. If the largest

1 number of votes in the election is cast not to have exclusive representation, a
2 representative may not be designated for the unit.

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

5 6-408.

6 (a) (1) In this section, "negotiate" includes the duty to:

7 (i) Confer in good faith, at all reasonable times; and

8 (ii) Reduce to writing the matters agreed on as a result of the
9 negotiations.

10 (2) The agreements [may] **SHALL** provide for binding arbitration of
11 the grievances arising under the agreement that the parties have agreed to be subject
12 to arbitration.

13 (b) (1) On request a public school employer or at least two of its
14 designated representatives shall meet and negotiate with at least two representatives
15 of the employee organization that is designated as the exclusive negotiating agent for
16 the public school employees in a unit of the county on:

17 (I) **ALL MANDATORY SUBJECTS OF BARGAINING,**
18 **INCLUDING** all matters that relate to salaries, wages, hours, and other working
19 conditions; **AND**

20 (II) **ALL PERMISSIVE SUBJECTS OF BARGAINING THAT ARE**
21 **MUTUALLY AGREED TO BY THE EMPLOYER AND THE EMPLOYEE ORGANIZATION.**

22 (2) Except as provided in paragraph (3) of this subsection, a public
23 school employer or at least two of its designated representatives may negotiate with at
24 least two representatives of the employee organization that is designated as the
25 exclusive negotiating agent for the public school employees in a unit of the county on
26 other matters that are mutually agreed to by the employer and the employee
27 organization.

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

31 [(4) A matter that is not subject to negotiation under paragraph (2) of
32 this subsection because it has not been mutually agreed to by the employer and the
33 employee organization may not be raised in any action taken to resolve an impasse
34 under subsection (d) of this section.]

1 **(3) ON PETITION BY EITHER PARTY TO THE BOARD, THE BOARD**
2 **SHALL DETERMINE IF A MATTER IS A MANDATORY SUBJECT, A PERMISSIVE**
3 **SUBJECT, OR AN ILLEGAL SUBJECT FOR BARGAINING.**

4 **(4) ON PETITION BY EITHER PARTY, THE BOARD SHALL**
5 **DETERMINE ISSUES CONCERNING BAD FAITH BARGAINING AND UNFAIR LABOR**
6 **PRACTICES.**

7 (5) In Montgomery County, the exclusive negotiating agent for the
8 public school employees in a unit and the public school employer shall meet and
9 negotiate under this section the salaries, wages, hours, and other working conditions
10 of all persons actually employed as substitute teachers or home and hospital teachers.

11 (c) The designation of representatives by the employer under this section
12 does not prevent the designated employee organization from appearing before or
13 making proposals to the public school employer at a public meeting or hearing.

14 (d) (1) (I) [If, on the request of either party, the State Superintendent
15 determines from the facts that an impasse is reached in negotiations between a public
16 school employer and an employee organization that is designated as an exclusive
17 negotiating agent, the assistance and advice of the State Board may be requested,
18 with the consent of both parties] **THE PARTIES MAY MUTUALLY AGREE TO**
19 **COMMENCE MEDIATION AFTER A REASONABLE PERIOD FOLLOWING THE START**
20 **OF NEGOTIATIONS.**

21 **(II) 1. IF NO COLLECTIVE BARGAINING AGREEMENT IS**
22 **FINALIZED AFTER 30 DAYS OF NEGOTIATIONS OR 45 DAYS BEFORE THE COUNTY**
23 **BOARD'S BUDGET SUBMISSION TO ITS COUNTY GOVERNING BODY, THE PARTIES**
24 **SHALL NOTIFY THE BOARD.**

25 **2. ON RECEIPT OF THE NOTICE REQUIRED UNDER**
26 **SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH, THE BOARD SHALL INITIATE**
27 **MEDIATION.**

28 **(III) ON REQUEST OF BOTH PARTIES, THE BOARD MAY**
29 **DETERMINE TO DELAY MEDIATION AND PERMIT THE PARTIES TO EXTEND**
30 **NEGOTIATIONS.**

31 **(IV) UNLESS BOTH PARTIES MUTUALLY AGREE TO EXTEND**
32 **THE MEDIATION PERIOD, THE PARTIES SHALL ENGAGE IN MEDIATION FOR A**
33 **PERIOD NOT TO EXCEED 2 DAYS.**

1 (V) IF NO COLLECTIVE BARGAINING AGREEMENT IS
2 FINALIZED DURING MEDIATION, ONE OR BOTH PARTIES SHALL NOTIFY THE
3 BOARD THAT THE PARTIES ARE MOVING TO FACT-FINDING.

4 (VI) 1. THE MEDIATOR SHALL BE SELECTED FROM A LIST
5 PROVIDED BY THE BOARD TO THE PARTIES.

6 2. IF THE PARTIES CANNOT AGREE ON A MEDIATOR
7 FROM THE LIST, THE BOARD SHALL ASSIGN A MEDIATOR.

8 3. IF THE PARTIES HAVE A PROVISION IN THEIR
9 COLLECTIVE BARGAINING CONTRACT THAT INCLUDES A METHOD FOR
10 SELECTION OF A MEDIATOR, THOSE PROVISIONS SHALL PREVAIL.

11 4. COSTS FOR MEDIATION SHALL BE SPLIT BETWEEN
12 THE PARTIES.

13 (2) (I) IF NO AGREEMENT IS REACHED DURING MEDIATION,
14 THE PARTIES SHALL PROCEED TO FACT-FINDING BEFORE THE SAME NEUTRAL
15 THIRD PARTY WHO SERVES AS MEDIATOR, UNLESS BOTH PARTIES MUTUALLY
16 AGREE TO REQUEST THAT THE BOARD ASSIGN A NEW PERSON TO SERVE AS
17 FACT FINDER.

18 (II) FACT-FINDING MAY NOT BE EXTENDED BEYOND 5
19 BUSINESS DAYS AFTER THE PARTIES HAVE PRESENTED THEIR POSITIONS TO
20 THE FACT FINDER.

21 (III) 1. THE FACT FINDER SHALL HAVE THE AUTHORITY
22 TO TAKE THE STEPS NECESSARY TO RESOLVE THE DISPUTE.

23 2. IF THE DISPUTE IS NOT RESOLVED, THE
24 FACT FINDER SHALL ISSUE A WRITTEN SETTLEMENT RECOMMENDATION AFTER
25 GIVING DUE REGARD TO ANY WRITTEN STATEMENT AND TESTIMONY RECEIVED
26 FROM THE PARTIES.

27 3. THE FACT FINDER SHALL SEND THE WRITTEN
28 RECOMMENDATIONS TO THE PARTIES NO LATER THAN 21 CALENDAR DAYS
29 FOLLOWING THE CONCLUSION OF FACT-FINDING. IF NO RESOLUTION IS
30 REACHED WITHIN 5 DAYS AFTER THE FINDINGS AND RECOMMENDATIONS ARE
31 SUBMITTED TO THE PARTIES, THE FACT FINDER'S REPORT SHALL BE MADE
32 PUBLIC.

33 4. THE COSTS OF FACT-FINDING SHALL BE SPLIT
34 BETWEEN THE PARTIES.

1 **(3) (I) 1. FOLLOWING RECEIPT OF THE FACT FINDER'S**
2 **REPORT, IF NO RESOLUTION IS REACHED WITHIN 5 DAYS, EITHER PARTY MAY**
3 **REQUEST FINAL AND BINDING ARBITRATION.**

4 **2. A. ARBITRATION IS MANDATORY AND SHALL**
5 **PROCEED WHEN THE PARTIES SELECT AN ARBITRATOR BY ALTERNATELY**
6 **STRIKING NAMES FROM A LIST OF SEVEN ARBITRATORS PROVIDED BY THE**
7 **AMERICAN ARBITRATION ASSOCIATION.**

8 **B. IF THE PARTIES HAVE AN ALTERNATIVE METHOD**
9 **IN THEIR COLLECTIVE BARGAINING CONTRACT FOR THE SELECTION OF AN**
10 **ARBITRATOR, THOSE PROVISIONS SHALL PREVAIL.**

11 **(II) 1. THE FINAL OFFER METHOD SHALL BE USED IN**
12 **WHICH BOTH PARTIES SHALL SUBMIT THEIR FINAL BEST OFFER IN WRITING TO**
13 **THE ARBITRATOR.**

14 **2. FOLLOWING A HEARING OF THE PARTIES' CASE,**
15 **THE ARBITRATOR SHALL SELECT ONE POSITION ON EACH ISSUE AS THE**
16 **BINDING AWARD.**

17 **(III) 1. FOLLOWING THE SELECTIONS BY THE**
18 **ARBITRATOR IN PARAGRAPH (3) OF THIS SUBSECTION, ARBITRATION SHALL**
19 **PROCEED BEFORE THE NEUTRAL THIRD PARTY. COSTS OF ARBITRATION SHALL**
20 **BE SPLIT BETWEEN THE PARTIES.**

21 **2. DURING THIS PHASE, THE ARBITRATOR IS**
22 **LIMITED TO CONSIDERING UNRESOLVED ISSUES, INCLUDING ISSUES NOT**
23 **AGREED TO IN WRITING BY THE PARTIES BEFORE THE START OF ARBITRATION.**
24 **ON CONCLUSION, THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION WHICH**
25 **SHALL BE FINAL AND BINDING ON THE PARTIES.**

26 **3. ARBITRATION OF A NEGOTIATED AGREEMENT**
27 **SHALL BE BETWEEN THE PUBLIC SCHOOL EMPLOYEE ORGANIZATION**
28 **DESIGNATED AS THE EXCLUSIVE REPRESENTATIVE AND THE COUNTY BOARD.**

29 **4. AN ARBITRATION AWARD ISSUED PURSUANT TO**
30 **THIS SECTION IS SUBJECT TO PROVISIONS OF THIS ARTICLE GOVERNING THE**
31 **FISCAL RELATIONSHIP BETWEEN THE PUBLIC SCHOOL EMPLOYER AND THE**
32 **GOVERNING BODY FOR THAT COUNTY.**

33 **[(2) If consent is not given and at the request of either party, a panel**
34 **shall be named to aid in resolving the differences.**

1 (3) The panel shall contain three individuals chosen as follows:

2 (i) One member is to be named by each party within 3 days;
3 and

4 (ii) The third member is to be chosen by the other two members
5 within 10 days after the request.

6 (4) The State Board or the panel selected shall meet with the parties
7 to aid in resolving the differences, and, if the matter is not resolved, shall make a
8 written report and recommendation within 30 days after the request.

9 (5) A copy of the report shall be sent to the representatives of the
10 public school employer and the employee organization.

11 (6) All costs of mediation shall be shared by the public school employer
12 and the employee organization.

13 (7) Notwithstanding any other provision of this subtitle, the public
14 school employer shall make the final determination as to matters that have been the
15 subject of negotiation, but this final determination]

16 **(E) ANY NEGOTIATED PROVISION UNDER THIS SECTION** is subject to the
17 other provisions of this article concerning the fiscal relationship between the public
18 school employer and the county commissioners, county council, and Mayor and City
19 Council of Baltimore City.

20 6-501.

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

22 (b) **“BOARD” MEANS THE PUBLIC SCHOOL LABOR RELATIONS BOARD**
23 **ESTABLISHED UNDER SUBTITLE 8 OF THIS TITLE.**

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

28 [(c)] **(D)** “Employee organization” means an organization that:

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

30 (2) Has as one of its main purposes the representation of the
31 employees in their relations with that public school employer.

1 [(d)] (E) “Management personnel” includes an individual who is engaged
2 mainly in executive and managerial functions, as determined by the public school
3 employer in negotiation with an employee organization that requests negotiation on
4 this issue.

5 [(e)] (F) “Noncertificated employee”, in Montgomery County, means only a
6 full-time employee.

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

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

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

14 (i) Management personnel;

15 (ii) A confidential employee; or

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

18 [(g)] (H) (1) “Public school employer” means the county board in each
19 county.

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

22 [(h)] (I) “Supervisory employee” includes any individual who responsibly
23 directs the work of other employees, as determined by the public school employer in
24 negotiation with an employee organization that requests negotiation on this issue.

25 6-506.

26 (f) (1) The [State] Board shall adopt rules and regulations for:

27 (i) Verifying the number of public school employees who are
28 members in good standing of an employee organization on the date of the certification
29 or who have signed a petition under this section; and

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

32 (2) The [State] Board shall provide for supervision of these elections.

1 (3) The elections shall be held:

2 (i) In each school facility where public school employees are
3 assigned on a regularly scheduled school day;

4 (ii) In a manner assuring the secrecy of the ballot; and

5 (iii) On a regular working day for public school employees,
6 between June 1 and June 15, inclusive.

7 (4) In all elections held under this section, the employee organization
8 that receives a majority of the votes cast in a unit shall be declared to be the exclusive
9 representative of all public school employees in the unit. If a majority of the votes in
10 the election are cast not to have exclusive representation, a representative may not be
11 designated for the unit.

12 (5) The two choices on the ballot that receive the most votes shall be
13 placed on a ballot for a runoff election that shall be held in the same manner as the
14 original election if:

15 (i) More than one employee organization is on the ballot;

16 (ii) No employee organization obtains a majority of the votes;
17 and

18 (iii) A majority of the votes is not for “not to have exclusive
19 representation”.

20 (6) The public school employer shall provide any assistance required
21 in conducting the elections.

22 6-510.

23 (a) (1) In this section, “negotiate” includes the duty to:

24 (i) Confer in good faith, at all reasonable times; and

25 (ii) Reduce to writing the matters agreed on as a result of the
26 negotiations.

27 (2) The agreements may provide for binding arbitration of the
28 grievances arising under the agreement that the parties have agreed to be subject to
29 arbitration.

30 (b) (1) On request, a public school employer or at least two of its
31 designated representatives shall meet and negotiate with at least two representatives

1 of the employee organization that is designated as the exclusive negotiating agent for
2 the public school employees in a unit of the county on:

3 **(I) ALL MANDATORY SUBJECTS OF BARGAINING,**
4 **INCLUDING all matters that relate to salaries, wages, hours, and other working**
5 **conditions, INCLUDING DISCIPLINE AND DISCHARGE FOR JUST CAUSE; AND**

6 **(II) ALL PERMISSIVE SUBJECTS OF BARGAINING THAT ARE**
7 **MUTUALLY AGREED TO BY THE EMPLOYER AND THE EMPLOYEE ORGANIZATION.**

8 (2) Except as provided in paragraph (3) of this subsection, a public
9 school employer or at least two of its designated representatives may negotiate with at
10 least two representatives of the employee organization that is designated as the
11 exclusive negotiating agent for the public school employees in a unit of the county on
12 other matters[, including due process for discipline and discharge,] that are mutually
13 agreed to by the employer and the employee organization.

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

17 [(4) A matter that is not subject to negotiation under paragraph (2) of
18 this subsection because it has not been mutually agreed to by the employer and the
19 employee organization may not be raised in any action taken to resolve an impasse
20 under subsection (d) of this section.]

21 **(3) ON PETITION BY EITHER PARTY TO THE BOARD, THE BOARD**
22 **SHALL DETERMINE IF A MATTER IS A MANDATORY SUBJECT, A PERMISSIVE**
23 **SUBJECT, OR AN ILLEGAL SUBJECT FOR BARGAINING.**

24 **(4) ON PETITION BY EITHER PARTY, THE BOARD SHALL**
25 **DETERMINE ISSUES CONCERNING BAD FAITH BARGAINING AND UNFAIR LABOR**
26 **PRACTICES.**

27 (c) The designation of representatives by the employer under this section
28 does not prevent an employee organization from appearing before or making proposals
29 to the public school employer at a public meeting or hearing.

30 (d) **(1) (I) THE PARTIES MAY MUTUALLY AGREE TO COMMENCE**
31 **MEDIATION AFTER A REASONABLE PERIOD FOLLOWING THE START OF**
32 **NEGOTIATIONS.**

33 **(II) 1. IF NO COLLECTIVE BARGAINING AGREEMENT IS**
34 **FINALIZED AFTER 30 DAYS OF NEGOTIATIONS OR 45 DAYS PRIOR TO THE**

1 COUNTY BOARD'S BUDGET SUBMISSION TO THE COUNTY GOVERNING BODY, THE
2 PARTIES SHALL NOTIFY THE BOARD.

3 2. ON RECEIPT OF THE NOTICE REQUIRED UNDER
4 SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH, THE BOARD SHALL INITIATE
5 MEDIATION.

6 (III) ON REQUEST OF BOTH PARTIES, THE BOARD MAY
7 DETERMINE TO DELAY MEDIATION AND PERMIT THE PARTIES TO EXTEND
8 NEGOTIATIONS.

9 (IV) UNLESS THE PARTIES MUTUALLY AGREE TO EXTEND
10 THE MEDIATION PERIOD, THE PARTIES SHALL ENGAGE IN MEDIATION FOR A
11 PERIOD NOT TO EXCEED 2 DAYS.

12 (V) IF NO COLLECTIVE BARGAINING AGREEMENT IS
13 FINALIZED DURING MEDIATION, ONE OR BOTH PARTIES SHALL NOTIFY THE
14 BOARD THAT THE PARTIES ARE MOVING TO FACT-FINDING.

15 (VI) 1. THE MEDIATOR SHALL BE SELECTED FROM A LIST
16 PROVIDED BY THE BOARD TO THE PARTIES.

17 2. IF THE PARTIES CANNOT AGREE ON A MEDIATOR
18 FROM THE LIST, THE BOARD SHALL ASSIGN A MEDIATOR.

19 3. IF THE PARTIES HAVE A PROVISION IN THEIR
20 COLLECTIVE BARGAINING CONTRACT AGREEING TO USE THE AMERICAN
21 ARBITRATION ASSOCIATION OR THE FEDERAL CONCILIATION AND MEDIATION
22 SERVICE FOR THE SELECTION OF A MEDIATOR, THOSE PROVISIONS SHALL
23 PREVAIL.

24 4. COSTS FOR MEDIATION SHALL BE SPLIT BETWEEN
25 THE PARTIES.

26 (2) (I) UNLESS BOTH PARTIES AGREE TO REQUEST A NEW
27 PERSON TO BE ASSIGNED BY THE BOARD TO SERVE AS FACT FINDER, IF NO
28 AGREEMENT IS REACHED DURING MEDIATION, THE PARTIES SHALL PROCEED
29 TO FACT-FINDING BEFORE THE SAME NEUTRAL THIRD PARTY SERVING AS
30 MEDIATOR.

31 (II) FACT-FINDING MAY NOT EXTEND BEYOND 5 BUSINESS
32 DAYS AFTER THE PARTIES HAVE PRESENTED THEIR POSITIONS TO THE FACT
33 FINDER.

1 (III) 1. A. THE FACT FINDER SHALL HAVE THE
2 AUTHORITY TO TAKE STEPS AS NECESSARY TO RESOLVE THE DISPUTE.

3 B. IF THE DISPUTE IS NOT RESOLVED, THE
4 FACT FINDER SHALL ISSUE A WRITTEN SETTLEMENT RECOMMENDATION AFTER
5 GIVING DUE REGARD TO ANY WRITTEN STATEMENT AND TESTIMONY RECEIVED
6 FROM THE PARTIES.

7 2. THE FACT FINDER'S WRITTEN RECOMMENDATION
8 SHALL BE SENT TO THE PARTIES NO LATER THAN 21 CALENDAR DAYS
9 FOLLOWING THE CONCLUSION OF FACT-FINDING.

10 3. IF NO RESOLUTION IS REACHED WITHIN 5 DAYS
11 AFTER THE FINDINGS AND RECOMMENDATIONS ARE SUBMITTED TO THE
12 PARTIES, THE FACT FINDER'S REPORT SHALL BE MADE PUBLIC.

13 4. THE COSTS OF FACT-FINDING SHALL BE SPLIT
14 BETWEEN THE PARTIES.

15 (3) (I) 1. FOLLOWING RECEIPT OF THE FACT FINDER'S
16 REPORT, IF NO RESOLUTION IS REACHED WITHIN 5 DAYS EITHER PARTY MAY
17 REQUEST FINAL AND BINDING ARBITRATION.

18 2. A. ARBITRATION IS MANDATORY AND SHALL
19 PROCEED WHEN THE PARTIES SELECT AN ARBITRATOR BY ALTERNATELY
20 STRIKING NAMES FROM A LIST OF SEVEN ARBITRATORS PROVIDED BY THE
21 AMERICAN ARBITRATION ASSOCIATION.

22 B. IF THE PARTIES HAVE A METHOD IN THEIR
23 COLLECTIVE BARGAINING CONTRACT FOR SELECTION OF AN ARBITRATOR,
24 THOSE PROVISIONS SHALL PREVAIL.

25 (II) 1. THE FINAL OFFER METHOD SHALL BE USED FOR
26 ARBITRATION.

27 2. BOTH PARTIES SHALL SUBMIT THEIR FINAL BEST
28 OFFER TO THE ARBITRATOR IN WRITING AND, FOLLOWING A HEARING OF THE
29 PARTIES' CASES, THE ARBITRATOR SHALL SELECT ONE POSITION ON EACH
30 ISSUE AS THE BINDING AWARD.

31 3. COSTS OF ARBITRATION SHALL BE SPLIT
32 BETWEEN THE PARTIES.

1 **(III) THE ARBITRATOR IS LIMITED TO CONSIDERING THE**
2 **UNRESOLVED ISSUES THAT WERE NOT AGREED TO IN WRITING BY THE PARTIES**
3 **BEFORE THE START OF ARBITRATION.**

4 **(IV) THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION**
5 **WHICH SHALL BE FINAL AND BINDING ON THE PARTIES.**

6 **(V) ARBITRATION OF A NEGOTIATED AGREEMENT SHALL BE**
7 **BETWEEN THE PUBLIC SCHOOL EMPLOYEE ORGANIZATION DESIGNATED AS THE**
8 **EXCLUSIVE REPRESENTATIVE AND THE COUNTY BOARD.**

9 **(VI) AN ARBITRATION AWARD ISSUED IN ACCORDANCE WITH**
10 **THIS SECTION IS SUBJECT TO THE OTHER PROVISIONS OF THIS ARTICLE**
11 **GOVERNING THE FISCAL RELATIONSHIP BETWEEN THE PUBLIC SCHOOL**
12 **EMPLOYER AND THE GOVERNING BODY OF THE COUNTY.**

13 [(1) If, on the request of either party, the State Superintendent
14 determines from the facts that an impasse is reached in negotiations between a public
15 school employer and an employee organization that is designated as an exclusive
16 negotiating agent, the assistance and advice of the State Board may be requested,
17 with the consent of both parties.

18 (2) If consent is not given and at the request of either party, a panel
19 shall be named to aid in resolving the differences.

20 (3) The panel shall contain three individuals chosen as follows:

21 (i) One member is to be named by each party within 3 days;
22 and

23 (ii) The third member is to be chosen by the other two members
24 within 10 days after the request.

25 (4) The State Board or the panel selected shall meet with the parties
26 to aid in resolving the differences, and, if the matter is not resolved, shall make a
27 written report and recommendation within 30 days after the request.

28 (5) A copy of the report shall be sent to representatives of the public
29 school employer and the employee organization.

30 (6) All costs of the impasse proceedings, including mediation, shall be
31 shared equally by the public school employer and the employee organization.

32 (7) Notwithstanding any other provision of this subtitle, the public
33 school employer shall make the final determination as to matters which have been the
34 subject of negotiation, but this final determination]

1 **(E) ANY NEGOTIATED PROVISION** is subject to the other provisions of this
2 article concerning the fiscal relationship between the public school employer and the
3 county commissioners and county council.

4 **SUBTITLE 8. PUBLIC SCHOOL LABOR RELATIONS BOARD.**

5 **6-801.**

6 **IN THIS SUBTITLE, "BOARD" MEANS THE PUBLIC SCHOOL LABOR**
7 **RELATIONS BOARD ESTABLISHED UNDER § 6-802 OF THIS SUBTITLE.**

8 **6-802.**

9 **THERE IS A PUBLIC SCHOOL LABOR RELATIONS BOARD ESTABLISHED AS**
10 **AN INDEPENDENT UNIT OF STATE GOVERNMENT.**

11 **6-803.**

12 **(A) THE BOARD SHALL CONSIST OF THE FOLLOWING FIVE MEMBERS:**

13 **(1) ONE MEMBER APPOINTED BY THE GOVERNOR, WITH THE**
14 **ADVICE AND CONSENT OF THE SENATE, REPRESENTING THE PUBLIC AND WHO:**

15 **(I) HAS EXPERIENCE IN LABOR RELATIONS;**

16 **(II) IS NOT AN OFFICER OR EMPLOYEE OF A BOARD OF**
17 **EDUCATION OR EMPLOYEE ORGANIZATION REPRESENTING PUBLIC SCHOOL**
18 **SYSTEM EMPLOYEES; AND**

19 **(III) IS NOT AN ELECTED OFFICIAL OF THE STATE OR A**
20 **COUNTY;**

21 **(2) TWO MEMBERS CHOSEN FROM A LIST OF CANDIDATES**
22 **SUBMITTED BY EACH DESIGNATED EXCLUSIVE REPRESENTATIVE**
23 **ORGANIZATION REPRESENTING CERTIFICATED AND NONCERTIFICATED**
24 **EMPLOYEES, UNDER SUBTITLES 4 AND 5 OF THIS TITLE, APPOINTED BY THE**
25 **GOVERNOR WITH THE ADVICE AND CONSENT OF THE SENATE WHO:**

26 **(I) ARE NOT OFFICERS OR EMPLOYEES OF THE STATE, A**
27 **COUNTY, A COUNTY BOARD, OR A PUBLIC SCHOOL EMPLOYEE ORGANIZATION;**
28 **AND**

1 (II) ARE KNOWN FOR OBJECTIVE AND INDEPENDENT
2 JUDGMENT; AND

3 (3) TWO MEMBERS OF THE EDUCATION OR BUSINESS
4 COMMUNITY, APPOINTED BY THE GOVERNOR WITH THE ADVICE AND CONSENT
5 OF THE SENATE WHO:

6 (I) ARE NOT OFFICERS OR EMPLOYEES OF THE STATE OR A
7 COUNTY, THE STATE BOARD OR A LOCAL BOARD, OR AN EMPLOYEE
8 ORGANIZATION REPRESENTING EMPLOYEES OF PUBLIC SCHOOL SYSTEMS IN
9 THE STATE; AND

10 (II) ARE KNOWN FOR OBJECTIVE AND INDEPENDENT
11 JUDGMENT.

12 (B) BEFORE TAKING OFFICE EACH MEMBER SHALL TAKE THE OATH
13 REQUIRED BY ARTICLE I, SECTION 9 OF THE MARYLAND CONSTITUTION.

14 (C) THE PUBLIC SCHOOL LABOR RELATIONS BOARD SHALL ELECT A
15 CHAIR FROM AMONG ITS MEMBERS.

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

17 (2) THE TERMS OF MEMBERS WILL BE STAGGERED AS REQUIRED
18 BY THE TERMS PROVIDED FOR MEMBERS OF THE BOARD ON OCTOBER 1, 2008.

19 (3) (I) AT THE END OF A TERM A MEMBER CONTINUES TO
20 SERVE UNTIL A SUCCESSOR IS APPOINTED AND QUALIFIES.

21 (II) A MEMBER IS ELIGIBLE FOR REAPPOINTMENT FOR A
22 SECOND TERM.

23 (4) (I) A MEMBER WHO IS APPOINTED AFTER A TERM HAS
24 BEGUN SERVES ONLY FOR THE REMAINDER OF THAT TERM.

25 (II) A MEMBER APPOINTED UNDER SUBPARAGRAPH (I) OF
26 THIS PARAGRAPH IS ELIGIBLE FOR APPOINTMENT BY THE GOVERNOR TO SERVE
27 FOR A SECOND TERM.

28 (E) THE GOVERNOR MAY REMOVE A MEMBER ONLY FOR
29 INCOMPETENCE OR MISCONDUCT.

30 6-804.

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

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

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

6 (2) **THE BOARD MAY NOT TAKE ANY FORMAL ACTION WITHOUT**
7 **THE APPROVAL OF A MAJORITY OF THE VOTING MEMBERS OF THE BOARD.**

8 (B) **THE BOARD SHALL SET THE TIMES AND PLACES OF ITS MEETINGS.**

9 (C) **A MEMBER OF THE BOARD SHALL BE ENTITLED TO:**

10 (1) **A SALARY PROVIDED IN THE STATE BUDGET; AND**

11 (2) **REIMBURSEMENT FOR EXPENSES UNDER THE STANDARD**
12 **STATE TRAVEL REGULATIONS, AS PROVIDED IN THE STATE BUDGET.**

13 **6-805.**

14 (A) (1) **JOINTLY WITH THE STATE LABOR RELATIONS BOARD AND**
15 **THE STATE HIGHER EDUCATION LABOR RELATIONS BOARD UNDER § 3-2A-04**
16 **OF THE STATE PERSONNEL AND PENSIONS ARTICLE, THE BOARD SHALL**
17 **APPOINT AN EXECUTIVE DIRECTOR TO ACT FOR THE LABOR RELATIONS BOARDS**
18 **AND THE BOARD.**

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

20 (I) **IS RESPONSIBLE TO AND SERVES AT THE PLEASURE OF**
21 **THE LABOR RELATIONS BOARDS AND THE BOARD; AND**

22 (II) **IS ENTITLED TO SALARY AS PROVIDED IN THE STATE**
23 **BUDGET.**

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

26 (1) **OPERATING THE OFFICE FOR THE LABOR RELATIONS BOARDS**
27 **AND THE BOARD; AND**

28 (2) **KEEPING THE OFFICIAL RECORDS OF THE LABOR RELATIONS**
29 **BOARDS AND THE BOARD.**

1 **(2) SHALL DECIDE CONTROVERSIES AND DISPUTES.**

2 **(B) (1) IF A PERSON OR A GOVERNMENTAL UNIT FAILS TO COMPLY**
3 **WITH AN ORDER ISSUED BY THE BOARD, A MEMBER OF THE BOARD MAY**
4 **PETITION THE CIRCUIT COURT TO ORDER THE PERSON OR GOVERNMENTAL**
5 **UNIT TO COMPLY WITH THE BOARD'S ORDER.**

6 **(2) THE BOARD MAY NOT BE REQUIRED TO POST BOND IN AN**
7 **ACTION UNDER PARAGRAPH (1) OF THIS SUBSECTION.**

8 **(C) EACH HEARING AND DETERMINATION OF AN APPEAL OR**
9 **COMPLAINT BY THE BOARD IS A CONTESTED CASE, SUBJECT TO THE**
10 **PROVISIONS OF TITLE 10, SUBTITLE 2 OF THE STATE GOVERNMENT ARTICLE.**

11 SECTION 2. AND BE IT FURTHER ENACTED, That the terms of the
12 members of the Public School Labor Relations Board shall expire as follows:

- 13 (a) one member in 2011;
- 14 (b) two members in 2012; and
- 15 (c) two members in 2013.

16 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect
17 October 1, 2008.