



**NOTICE OF DETERMINATION THAT AN IMPASSE IN NEGOTIATIONS
HAS BEEN REACHED
(Pursuant to Education Article, Title 6, Subtitle 4, Section 6-408(e)(1) or
Subtitle 5, Section 6-510(e)(1))**

Pursuant to the Request filed by the public school employer [] and /or the employee organization [XX], the Public School Labor Relations Board (PSLRB) has determined from the facts that an impasse has been reached in negotiations between:

Cecil County Public Schools (CCPS)

Public School Employer

and

Cecil County Classroom Teachers Association (CCCTA)

Employee Organization

This determination was made by the PSLRB on November 28, 2012¹.

1. An impasse in negotiations regarding the salaries and working conditions of school psychologists has been reached as to the following matters:

Work Day
Teaching Conditions
Duty Free Lunch
Work Year
Evaluation
Salary Schedule
Advanced Preparation Payment
National Certification Payment

¹ Attached hereto is a PSLRB Decision explaining the basis for the determination that an impasse has been reached.

2. (a) Within ten (10) calendar days after the Determination Date, the public employer and the employee organization each shall file with the PSLRB its "last and best offer" as to each of the Matters in Dispute. Said filing shall be sent to Erica L. Snipes, Executive Director of the PSLRB, and a copy shall simultaneously be served on the other party. Filing and service must be in person or by U.S. mail, return receipt requested. A party's "last and best offer" as to a particular Matter in Dispute shall be the offer that it made to the other party with regard to that Matter immediately before a Request for a determination that an impasse had been reached was filed with the PSLRB.
- (b) Within five (5) calendar days after the Determination Date, the public school employer and the employee organization shall "select a mediator" in accordance with the selection process set forth in Title 6, Subtitle 4, Section 6-408(e) or Subtitle 5, Section 6-510(e). (The relevant statutory sections are attached hereto). The term "select a mediator" means that the parties have begun the selection process.
- (c) Within fourteen (14) calendar days after the Determination Date, the public school employer and the employee organization shall "commence mediation." The term "commence mediation" means that the parties have selected a mediator, and that he or she has agreed to serve.
- (d) The public employer and the employee organization each or jointly shall notify the Executive Director of the PSLRB (by e-mail or in other written form) promptly after each of the deadlines set forth in sections (a), (b) and (c) above have been met.

BY ORDER OF THE PUBLIC SCHOOL LABOR RELATIONS BOARD



Seymour Strongin, Chairman

Date: November 28, 2012

STATE OF MARYLAND
PUBLIC SCHOOL LABOR RELATIONS BOARD

IN THE MATTER OF: *
CECIL COUNTY CLASSROOM *
TEACHERS ASSOCIATION, *
Charging Party, * PSLRB Case No. I 12-10
v. *
CECIL COUNTY PUBLIC SCHOOLS, *
Charged Party. *

* * * * *

DECISION

In order for an impasse to be reached in negotiations, the parties must in fact have engaged in “negotiations” within the meaning of Title 6, Subtitle 4, Section 6-408. The threshold question in this case is whether the Cecil County Classroom Teachers Association (“CCCTA”) and the Cecil County Public Schools (“CCPS”) engaged in negotiations regarding the salaries and working conditions of school psychologists. The CCCTA contends that the answer to this question is “yes”; the CCPS disagrees.

Based upon the testimony and oral arguments presented at the Public School Labor Relations Board (“PSLRB”) hearing held on September 14, 2012, and the parties’ written submissions, the PSLRB finds that the CCCTA and the CCPS engaged in negotiations within the meaning of Title 6, Subtitle 4, Section 6-408, regarding the salaries and working conditions of school psychologists, and, in turn, that an impasse has been reached in such negotiations.

The record evidence indicates that the parties’ negotiating teams met on April 30, 2012, for the purpose of establishing “ground rules” for negotiations

regarding the negotiating unit placement and the salaries and working conditions of school psychologists. Such ground rules were agreed to. The next meeting of the parties' negotiating teams was held on May 18, 2012. At this meeting, a tentative agreement was reached to include school psychologists in the CCCTA negotiating unit. The CCCTA then presented proposals dealing with the salaries and working conditions of school psychologists, and the parties discussed these proposals. This meeting lasted for approximately three and one-half hours. The parties' negotiating teams met again on May 23, 2012. Discussion of the salaries and working conditions of school psychologists continued at this meeting. As to salaries, the CCPS rejected the CCCTA's proposal that there be a separate salary schedule for school psychologists, and took the position that they should be placed on the teacher salary schedule in the Negotiations Agreement between the CCPS and the CCCTA. At this meeting the parties discussed and attempted to justify their respective positions, but no agreements were reached.

Following the May 23 meeting, there were several telephone conversations between the chief negotiators for the CCPS and the CCCTA. In these telephone conversations, the parties' respective positions regarding the salaries and working conditions of school psychologists were discussed.

The final meeting of the parties' negotiating teams took place on June 7, 2012, at which time the CCPS presented a letter to the CCCTA terminating negotiations. The CCPS took this position based on Article 1.4.1 of the CCPS/CCCTA Negotiations Agreement -- the so-called "zipper clause"-- which provides in relevant part that "no additional negotiations shall be conducted on any item whether contained herein or not, except by mutual consent."

For purposes of this case, the PSLRB need not address the meaning or applicability of the "mutual consent" requirement in Article 1.4.1. The parties' actions speak for themselves, and these actions -- as detailed above -- indicate that the parties did in fact engage in negotiations within the meaning of Title 6, Subtitle 4, Section 6 -- 408, regarding the salaries and working conditions of the

school psychologists, and that these negotiations have reached an impasse.

In view of our finding that the CCPS and the CCCTA engaged in negotiations, there is no need for the PSLRB to reach the legal issue presented in Case SV 2013-02. A PSLRB Order will issue dismissing that Case as moot.

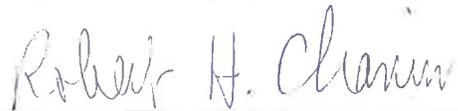
ORDER

The parties are hereby ordered to comply with the provisions of Section 6-408 (e) ("Impasse in Negotiations") which, inter alia, requires the parties "to commence mediation within 14 days after the Board's determination that an impasse has been reached."

BY ORDER OF THE PUBLIC SCHOOL LABOR RELATION BOARD



Seymour Strongin, Chairman



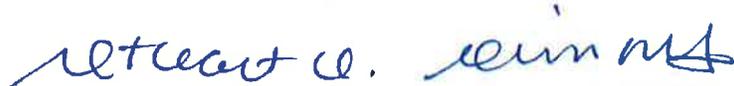
Robert H. Chanin, Member



Charles I. Ecker, Member



Donald P. Kopp, Member



Stuart O. Simms, Member

Glen Burnie, MD
November 28, 2012

APPEAL RIGHTS

Any party aggrieved by this action of the PSLRB may seek judicial review in accordance with Title 10, Subtitle 2 of the State Government Article, Annotated Code of Maryland, Sec. 10-222 (Administrative Procedure Act—Contested Cases), and Maryland Rules CIR CT Rule 7-201 *et seq.* (Judicial Review of Administrative Agency Decisions).