STATE OF MARYLAND
PUBLIC SCHOOL LABOR RELATIONS BOARD

IN THE MATTER OF:	*	
MYRNA ROBERTS,	*	
Charging Party,	*	
v.	*	PSLRB Case No. SV 2014-12
	*	
PRINCE GEORGE'S COUNTY BOARD OF EDUCATION,	*	
	*	
Charged Party.	*	

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DECISION AND ORDER DISMISSING CHARGE

I. INTRODUCTION

Myrna Roberts ("Charging Party") is employed in a certificated position with the Prince George's County Board of Education ("County Board"). On December 18, 2013,[1] she filed a Charge of Violation of Title 6, Subtitle 4 and Subtitle 5, of the Education Article ("Form PSLRB-05") with the Public School Labor Relations Board ("PSLRB"). Form PSLRB-05 reflects the authority granted to the PSLRB by Section 2-205(e)(4)(i) of the

[1] Charging Party used a single PSLRB Form-05 to file her December 18, 2013 Charge against Crossland High School, the County Board, and the Prince George's County Educators' Association ("PGCEA"). Upon notice from the PSLRB that "a separate form must be filed for each party," Charging Party requested that the December 18, 2013 Charge be filed against the Crossland High School, and thereafter filed separate Charges against the County Board and PGCEA on December 20, 2013.

Education Article to "decide any controversy or dispute arising under Title 6, Subtitle 4 or Subtitle 5 of this Article."

The Charging Party alleges that the County Board violated Section 6-409[2] of the Education Article by the manner in which it conducted what she alleges was a disciplinary or *Loudermill* hearing,[3] in addition to violating various provisions of the collective bargaining agreement between the County Board and the Prince George's County Educators' Association ("PGCEA") as well as her rights to participate in an employee organization.

II. FINDINGS OF FACT

Charging Party has been employed as a mathematics teacher at Crossland High School since 1999. Charging Party states that she received notice of a scheduled October 23, 2013 *Loudermill* hearing. Charging Party indicates that she attended the hearing with her PGCEA representative, and was informed that her "Independent Medical Evaluation (IME) was denied," and of the "schools [sic] allegations and [her] past behavior of unprofessionalism dating back to 1999." Charging Party also states that "the school read some evidence into the record" at the hearing, but that neither she nor her PGCEA representative "were provided a copy of this evidence until it was mailed to [her] on November 19, 2013."

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[2] Section 6-409 of the Education Article provides as follows: A public school employer and employee organization may not interfere with, intimidate, restrain, coerce, or discriminate against any public school employee because of the exercise of his rights under §§ 6-402 and 6-403 of this subtitle.

[3] A *Loudermill* hearing provides tenured public employees with "oral or written notice of the charges against [them], an explanation of the employer's evidence, and an opportunity to present [their] side of the story" prior to termination. *See Cleveland Bd. of Ed. v. Loudermill*, 470 U.S. 532 (1984) (public employees dismissible only for cause have a property interest in continued employment which is subject to deprivation only through procedures that satisfy the Due Process Clause of the Fourteenth Amendment).

At the conclusion of the hearing, Charging Party states that she was asked by the County Board to respond to the allegations concerning her past behavior. Charging Party indicates that she was "unable to comment on any of the allegations" because she "d[id] not have the documents for review." Charging Party states that the County Board then notified her that she was being transferred "to an alternative site or to the 'John E. Howard' building."

III. POSITION OF THE PARTIES

Charging Party contends that no one informed her in advance about the nature of the *Loudermill* hearing or its ramifications. Charging Party also claims that the County Board violated various provisions of the collective bargaining agreement between the County Board and the PGCEA.[4] Charging Party further states that she has been "stripped of all of [her] teaching duties" as a result of her transfer to the John E. Howard Building. Finally, the Charging Party asserts that the County Board interfered with her right to participate in an employee organization.

The County Board responds that the Charging Party alleges that her rights were somehow violated by attending the meeting which she deemed to be a *Loudermill* hearing. The County Board points out that *Loudermill* rights apply to an employee facing termination and that the Charging Party was not terminated or suspended nor was there a reduction in her pay. Additionally, the County Board notes that to the extent the Charging Party's unfair labor practice charge involves violations of provisions of the collective bargaining agreement, that

[4] Charging Party has asserted procedural violations of Article 4.08 (A)-(F) (teacher evaluations) and Article 4.15 (E) (teachers' rights), and generally asserted a violation of Article 4.17 (C)-(D) (control and discipline) of the Negotiated Agreement.

such alleged violations should be resolved through the grievance procedure. Finally, the County Board asserts that there is no evidence that the Charging Party participated in protected activity other than to attend what the Charging Party perceived to be a *Loudermill* hearing to discuss an impending transfer. Moreover, there is no evidence that her union participation was a motivating factor in the decision to transfer the Charging Party.

IV. ANALYSIS

Section 6-409 of the Education Article provides that a "public school employer ... may not interfere with, intimidate, restrain, coerce, or discriminate against any public school employee because of the exercise of his rights under §§ 6-402 and 6-403 of this subtitle." Section 6-402 protects employees in the exercise of their right to "form, join, and participate in the activities of employee organizations ...." Section 6-403 guarantees the right of employees to "refuse to join or participate in the activities of employee organizations." Taken together, these provisions prohibit a public school employer from taking adverse action against employees based on their participation, or refusal to participate in, activities of employee organizations. In the case now before us, Charging Party has not alleged that the County Board took any action against her based either on her participation in activities of an employee organization or refusal to participate in such activities. There is no evidence that the Charging Party's union participation had anything to do with her transfer. Accordingly, there is no factual basis on which to find a violation of Section 6-409 of the Education Article.

The Negotiated Agreement contains an arbitration provision. To the extent that the alleged violations involve interpretation of the Negotiated Agreement, we decline Charging Party's invitation to do so. The PSLRB's statutory authority does not extend to the interpretation of negotiated agreements. As the U.S. Supreme Court explained in its seminal Steelworkers Trilogy, "the question of interpretation of the collective bargaining agreement is a question for the arbitrator. It is the arbitrator's construction which was bargained for." *Steelworkers v. Enterprise Wheel & Car Corp.*, 363 U.S. 593, 599, 80 S. Ct. 1358, 4 L. Ed. 2d 1424 (1960).

V. CONCLUSIONS OF LAW

For the reasons set forth herein, we conclude that Charging Party has failed to establish a violation of Section 6-409 of the Education Article, and therefore DISMISS the Charge.

ORDER

IT IS HEREBY ORDERED THAT THE CHARGE IN THE INSTANT MATTER, PSLRB Case No. SV 2014-12, IS DISMISSED.

BY ORDER OF THE PUBLIC SCHOOL LABOR RELATIONS BOARD

Seymour Strongin, Chairman

Robert H. Chanin, Member

Charles I. Ecker, Member

Donald W. Harmon, Member

Annapolis, MD
April 29, 2014

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, Section 10-222 (Administrative Procedure Act—Contested Cases), and Maryland Rule 7-201 *et seq.* (Judicial Review of Administrative Agency Decisions).