

STATE OF MARYLAND
PUBLIC SCHOOL LABOR RELATIONS BOARD

IN THE MATTER OF: *

AFSCME, LOCAL 434, *

Charging Party, *

v. * PSLRB Case SV 2017-03

BALTIMORE COUNTY BOARD *

OF EDUCATION, *

Charged Party. *

* * * * *

DECISION AND ORDER DENYING REQUEST FOR RELIEF AND DISMISSING CHARGE

A. DECISION

I. INTRODUCTION AND FINDINGS OF FACT

On March 6, 2017, AFSCME, Local 434 (“AFSCME”) filed a CHARGE OF VIOLATION OF TITLE 6, SUBTITLE 4 OR SUBTITLE 5, OF EDUCATION ARTICLE (Form PSLRB-05) with the Public School Labor Relations Board (“PSLRB”). Form PSLRB-05 reflects the authority granted to the PSLRB by the Education Article of the Annotated Code of Maryland to “decide any controversy or dispute arising under Title 6, Subtitle 4 or 5 of this Article.” Md. Code Ann., Educ. § 2-205(e)(4)(i). In its Charge, AFSCME claims that the Baltimore County Board of Education (“County”) failed to comply with the following provisions of the parties’ Master Agreement and Supplement to the Master Agreement:

- Article XVIII, 4d (Bus Drivers and Attendants – Assignment of Work to 4000/5000 Series),
- Article III, 15 (Union’s Rights, Privileges, and Responsibilities – Subcontracting),
- Article VI, 2 (Working Hours and Shift Differential – Overtime),
- Article VI, 7 (Working Hours and Shift Differential – Lunch Schedule and Breaks),
- Article XVIII (Food and Nutrition Service Workers),
- Article XVIII, 2 (Bus Drivers and Attendants – Normal Workday),
- Article XVIII, 3 (Bus Drivers and Attendants – Posting of Vacancies), and
- Article VII, 10 (Absences and Leaves – Special Religious Observation Leave).

II. ANALYSIS

In response to Section IV of Form PSLRB-05, AFSCME indicates that the section of the Education Article, Subtitle 4 or Subtitle 5, which allegedly has been violated by the County is “Section... 6-510(a): Negotiations.” Although the introductory provision to this Section states that “[w]hen a public school employer and an employee organization negotiate under this section,” they shall, inter alia, “[h]onor and administer existing agreements,” this statement must be read in context. To begin with, Section 6-510, by its terms, imposes the latter obligation on the public school employer and the employee organization only during the period when they “negotiate under this section.” The remainder of Section 6-510 deals in its entirety with the process for negotiating -- as opposed to honoring and administering -- collective bargaining agreements, and in the negotiation process the Section specifically assigns to the PSLRB responsibility for resolving disputes between the parties regarding the negotiability of proposed topics and for resolving impasses that may be reached in negotiations. Section 6-510 does not address the administration of collective bargaining agreements and does not in any way suggest that the PSLRB should play a role in the administration process. Indeed, Section 6-510(b) suggests the contrary. This latter Section, which is titled “Binding arbitration,” provides that collective bargaining agreements negotiated by public school employers and employee organizations “may provide for binding arbitration of the grievances arising under the agreement that the parties have agreed to be subject to arbitration.”¹

Based upon the foregoing, the PSLRB has concluded that it is not the appropriate forum for resolving disputes as to the interpretation or application of the provisions in existing collective bargaining agreements. And this conclusion is reflected in the “INSTRUCTIONS” for Form PSLRB-05, which provide that “THIS FORM SHOULD NOT BE USED TO RESOLVE... A DISPUTE INVOLVING THE INTERPRETATION OR APPLICATION OF A COLLECTIVE BARGAINING AGREEMENT.”

III. CONCLUSIONS OF LAW

As indicated above, in the Charge that it has filed in this case, AFSCME alleges that the County has violated specific provisions of the parties’ Master Agreement and Supplement to the Master Agreement, and calls upon the PSLRB to interpret and/or apply those contractual provisions. Because these are not appropriate statutory functions of the PSLRB, AFSCME’s Charge must be dismissed.

B. ORDER

IT IS HEREBY ORDERED THAT THE CHARGE IN PSLRB Case No. SV 2017-03 IS DISMISSED.

¹ It may be possible to draw a distinction between “[h]onor and administer existing agreements” as used in Section 6-510(a)(2), and determining the meaning or application of a contractual provision by construing the former to refer to the enforcement of a contractual provision after an arbitrator or other decision-maker has definitively determined the obligations imposed by the provision in question and whether those obligations have been complied with. Whether it would be appropriate for the PSLRB to take action even in the latter situation seems problematic, but it is a question that we need not reach for purposes of the instant case.

BY ORDER OF THE PUBLIC SCHOOL LABOR RELATIONS BOARD



Elizabeth M. Morgan, Chair



Robert H. Chanin, Member



Ronald S. Boozer, Member



Donald W. Harmon, Member



John A. Hayden, III, Member

Annapolis, MD

May 15, 2017

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).