

STATE OF MARYLAND  
PUBLIC SCHOOL LABOR RELATIONS BOARD

IN THE MATTER OF: \*

AMERICAN FEDERATION OF STATE, \*

COUNTY AND MUNICIPAL \*

EMPLOYEES, \*

Charging Party, \*

v. \* PSLRB Case SV 2018-06

BOARD OF EDUCATION \*

OF BALTIMORE COUNTY, \*

Charged Party. \*

\* \* \* \* \*

**DECISION AND ORDER DENYING REQUEST FOR RELIEF AND DISMISSING CHARGE**

I. INTRODUCTION AND POSITIONS OF THE PARTIES

On October 23, 2017, the American Federation of State, County and Municipal Employees, Local 434 (“AFSCME, Local 434”) 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, Local 434 claims that the Board of Education of Baltimore County (“Board of Education”) violated Sections 6-510(1) and (2) of the Education Article by failing to comply with Article VII. 13 of the parties’ collective bargaining agreement regarding the governance of AFSCME, Local 434’s Unified Sick Leave Bank.

On November 14, 2017, the Board of Education filed with the PSLRB its Response to Complaint of Statutory Violation (“Response”).<sup>1</sup> In its Response, the Board of Education indicates that it “is currently processing a grievance filed by the Association [AFSCME, Local

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<sup>1</sup> COMAR 14.34.04.03(B)(1) states that “[w]ithin 20 days of service of a charge, a respondent shall file with the Executive Director a written answer to the charge, signed by the respondent or the respondent’s representative, and serve a copy on the charging party.” According to the record, the Board of Education was served with the Charge on October 25, 2017. Thus, the Board of Education’s November 14, 2017, Response to the Charge was timely filed with the PSLRB.

434] on the identical issue, filed prior to the instant matter,” and asserts that “the PSLRB is ‘not the appropriate forum for resolving disputes as to the interpretation or application of the provisions in existing collective bargaining agreements.’”

In an e-mail dated November 20, 2017, from AFSCME, Local 434 to the PSLRB’s Executive Director, Erica Snipes, AFSCME, Local 434 asserts that it has not been served with the Board of Education’s Response, despite the fact that the Board of Education included with the Response it filed with the PSLRB a Certificate of Service indicating that it sent the Response to AFSCME, Local 434 via First Class Mail.

## II. ANALYSIS

Section 6-510(a)(1) and (2) of the Education Article state, “[w]hen a public school employer and an employee organization negotiate under this section, the public school employer and the employee organization shall: (1) Confer in good faith, at all reasonable times; [and] (2) Honor and administer existing agreements....”

In AFSCME, Local 434 v. Baltimore County Board of Education, PSLRB SV 2017-03 (2017), the PSLRB analyzed Section 6-510 of the Education Article as it pertained to disputes concerning the interpretation of collective bargaining agreements. In that decision, the PSLRB held that:

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.”

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.”

As noted above, AFSCME, Local 434 contends that the Board of Education is refusing to abide by Article VII. 13 of the parties’ collective bargaining agreement regarding the governance of AFSCME, Local 434’s Unified Sick Leave Bank. This is clearly a dispute concerning the interpretation of the parties’ collective bargaining agreement. As a result, AFSCME, Local 434’s Charge must be dismissed.<sup>2</sup>

III. CONCLUSIONS OF LAW

As indicated above, in the Charge that it has filed in this case, AFSCME, Local 434 alleges that the Board of Education has violated a specific provision of the parties’ collective bargaining agreement, and calls upon the PSLRB to interpret and/or apply that contractual provision. Because this is not an appropriate statutory function of the PSLRB, AFSCME’s Charge must be dismissed.

A. ORDER

IT IS HEREBY ORDERED THAT THE CHARGE IN PSLRB Case No. SV 2018-06 IS DISMISSED.

BY ORDER OF THE PUBLIC SCHOOL LABOR RELATIONS BOARD:



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Elizabeth M. Morgan, Chair



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Robert H. Chanin, Member

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<sup>2</sup> We need not reach the question of whether the Board of Education properly served its Response on AFSCME, Local 434, as the Charge on its face must be summarily dismissed on the basis that the allegations contained therein fall outside of the jurisdiction of the PSLRB.

Ronald S. Boozer

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Ronald S. Boozer, Member

Donald W. Harmon

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Donald W. Harmon, Member

John A. Hayden III

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John A. Hayden, III, Member

Annapolis, MD

January 5, 2018

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).