

STATE OF MARYLAND
PUBLIC SCHOOL LABOR RELATIONS BOARD

IN THE MATTER OF: *

CARROLL COUNTY EDUCATION
ASSOCIATION, *

Employee Organization, *

PSLRB Case No. I 2019-02

and *

CARROLL COUNTY PUBLIC
SCHOOLS, *

Public School Employer. *

* * * * *

DISSENTING OPINION OF MEMBERS CHANIN AND BOOZER

The question posed in this case is whether on April 5, 2019, the date on which the Carroll County Education Association (“CCEA”) filed its request for an impasse determination with the PSLRB, the CCEA and the Carroll County Public Schools (“CCPS”) had reached an impasse in their negotiations for a collective negotiations agreement within the meaning of Section 6-408(e) of the Fairness in Negotiations Act. By a 3 to 2 majority vote, the PSLRB has concluded that the answer to this question is “no.” We disagree.

The key facts that the PSLRB has relied upon in previous cases in order to determine whether an impasse in negotiations had been reached are in this case undisputed. The CCEA and the CCPS engaged in negotiations for approximately six months - - from late February, 2018, until mid-March 2019 - - during which they held fourteen negotiating sessions, but failed to reach agreement on eleven topics. To the best of our recollection, the duration of the pre-request negotiations in this case and the number negotiation sessions held exceed the comparable figures in most if not all of the previous cases in which the PSLRB has determined that an impasse has been reached. Perhaps the PSLRB was influenced to depart from its precedents by the pronouncement made by the CCPS - - notably, not until after the CCEA had filed with the PSLRB its request for a determination that an impasse has been reached - - that it “desires a continuation of collective bargaining in any format.” But the fact that the CCSP may now be prepared to reengage in a process that for six months proved to be futile should have no bearing on whether the parties had reached an impasse in their negotiations on April 5, or even as of the

date of the PSLRB's determination in this case.

If the foregoing scenario does not constitute an impasse in negotiations, we do not know what does, and believe that it is incumbent upon the PSLRB to explain to employee organizations and school districts in Maryland precisely what criteria must be met under Section 6-408(e) of the Fairness in Negotiations Act to constitute an impasse. We urge it to do so.



Robert H. Chanin, Member



Ronald S. Boozer, Member

Date: May 8, 2019