

# Maryland Association of Boards of Education



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December 8, 2011

Dr. Leonard D. Wheeler, Board President  
Dr. Robert M. Tomback, Superintendent of Schools  
Harford County Board of Education  
102 South Hickory Avenue  
Bel Air, Maryland 21014

Dear Dr. Wheeler and Dr. Tomback:

## **Re: PSLRB Case Nos. I 12-05 & SV 12-01**

The Maryland Association of Boards of Education (MABE) is deeply concerned by the issues raised in the Harford County cases pending before the Public School Labor Relations Board (PSLRB), and therefore we are compelled to express our strong support for the Harford County Board of Education's positions on the jurisdictional and substantive issues in dispute between the Harford County Public Schools (HCPS) and the Harford County Education Association (HCEA).

### Jurisdiction

MABE must reiterate and amplify the HCPS response to Question #2 to urge the PSLRB to recognize the statutory limitations to its jurisdiction under Title 6, and reject the notion that the county allocation of funding governed by Title 5 is within the PSLRB's jurisdiction. MABE's most strongly held reservation about the creation of the PSLRB was, in fact, the specter of a forum in which unions could argue for such an expansive scope of authority. Fortunately, the law is clear. Title 5 of the Education Article governs the budgetary dealings between local school systems and county governments under the authority of the State Board of Education.

Therefore, as articulated by HCPS, the PSLRB has no jurisdiction in disputes which fall outside of Title 6 of the Education Article where the PSLRB's authority resides. The bright line between these respective areas of authority must not be blurred. For this reason, the pertinent complaints by HCEA should be dismissed for lack of jurisdiction.

Finality

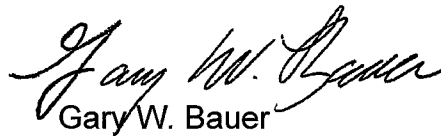
MABE believes the law, and legislative intent of the Fairness in Negotiations Act, is clear. Negotiations resulting in a ratified contract between a school system and bargaining unit are final; and, in cases where insufficient funds are provided to fulfill the agreement, the local board makes its final decision following a renegotiation in accordance with the timeline and procedures established by the PSLRB. The instant case does not trigger further renegotiations, since a final contract was ratified, in good faith, as confirmed by the PSLRB.

Finality, the assurance of something other than perpetual negotiations and renegotiations throughout the year and pertaining to overlapping fiscal and school years is a cornerstone of the improvements to the bargaining process envisioned by proponents of the Fairness in Negotiations Act. For this reason, MABE wholly supports the HCPS response to Question #1.

Again, MABE appreciates the opportunity to assist HCPS in successfully articulating the appropriate jurisdiction of the PSLRB and the imperative for finality in the collective bargaining process; both of which are found in the law and legislative intent underpinning the Fairness in Negotiations Act.

Please do not hesitate to contact MABE for further assistance in this or any other matter.

Sincerely,

  
Gary W. Bauer  
President

GWB:kwb

Copy to:  
MABE Board of Directors  
Dr. Carl W. Smith