STATE OF MARYLAND
STATE LABOR RELATIONS BOARD

In the Matter of:	*	
AFSCME MD,	*	
Complainant	*	
v.	*	SLRB Case No. 10-U-04
Department of Budget and Management,	*	
Respondent	*	

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REVISED DECISION AND ORDER DENYING RESPONDENT'S MOTION TO DISMISS AND GRANTING COMPLAINANT'S CROSS MOTION FOR SUMMARY DECISION

This case is before the State Labor Relations Board (hereafter "SLRB" or "the Board") upon the unfair labor practice (hereafter "ULP") complaint filed by AFSCME MD ("AFSCME") on September 29, 2009. In essence, the Complainant (hereafter "AFSCME" or "Complainant") asserts that the State of Maryland, through the Department of Budget and Management (hereafter "Respondent" or "DBM") violated the State Personnel and Pensions Article (hereafter "SPP") Sec. 3-306(9) by failing to notify, bargain over, and provide requested information to AFSCME as to certain bonuses denied employees represented by AFSCME, employed by various units of State government.

As its remedy, AFSCME requests that the SLRB direct the State to rescind its actions, and notify, bargain with and provide information to AFSCME as to the bonuses; and that the State be required to reinstate the bonuses and pay the amounts to which AFSCME claims the State was previously committed.

PROCEDURAL HISTORY AND POSITIONS OF THE PARTIES

On October 28, 2009, DBM filed its Answer to AFSCME's Complaint filed on September 29, 2009. In its Answer, DBM, invoked the following defenses: (1) the Complaint was time barred, (2) the Complaint is barred by laches, (3) the Complaint fails to state a claim upon which relief may be granted, (4) the SLRB lacks jurisdiction, and (5) the relief sought is moot. On January 15, 2010, DBM filed a Motion to Dismiss or, in the Alternative, for Summary Decision along with a Memorandum in Support thereof. On February 12, 2010, AFSCME filed its Answer and Cross-Motion in Opposition to Motion to Dismiss. In its accompanying Memorandum, AFSCME noted for the Board the legal issues it considered to be involved representing violations of the State Collective Bargaining Statutes (the "CBS"), Maryland Code Ann., State Personnel and Pensions ("SPP") Sec. 3-101, et seq.: (1) implementation of a unilateral change in an agreed term or condition of employment; (2) failure to give notice and an opportunity to bargain over a change in a term or condition of employment; (3) failure to provide requested information; and (4) failure to bargain over effects. On March 9, 2010, DBM filed Respondent's Reply to AFSCME MD's Opposition/Cross Motion for Summary

Decision. In this filing, DBM presented the following arguments: (1) The State was under no obligation to bargain over BRFA Sec. 14 (The Budget Reconciliation and Financing Act of 2009) which precluded the payment of bonuses related to individual performance, especially in view of SPP Sec. 3-502 (c)(1) (The State "shall not be required to negotiate over any matter that is inconsistent with applicable law"); (2) BRFA Sec. 14 mandated the denial of bonuses and therefore DBM did not implement a unilateral change, nor did it fail to bargain over effects. DBM's position being that since the law mandated the denial of bonuses related to performance and the denial was absolute, there was nothing over which to bargain, (3) the Complaint is untimely in that AFSCME should have known of the prohibition on the payment of bonuses on January 21, 2009, when House Bill 101 was introduced, and (4) as a result of the BRFA mandate, AFSCME has no remedy under SPP Title 3, because no unfair labor practice has been committed.

On April 29, 2010, counsel for the parties appeared before the SLRB for oral argument on the case. At the conclusion of arguments, the Board requested that the parties furnish the Board with post-hearing briefs limited to the sole issue of the Board's authority to award monetary damages as a remedy in unfair labor practice cases. Briefs of the parties were filed with the Board on May 25, 2010, thus concluding all matters preliminary to decision.

DISCUSSION AND CONCLUSIONS

The Board's authority to investigate and conduct hearings to determine possible violations of the CBS is discretionary and is exercised when necessary to fairly decide an issue or complaint arising under the CBS or a regulation adopted under it. SPP, Sec. 3-207. When there is no dispute over material issues of fact, as is the case here, an evidentiary hearing is typically not necessary to decide issues. In the current matter, as set out above, the parties have filed extensive pleadings and briefs as well as appeared before the Board for oral argument. Therefore, we conclude that an evidentiary hearing, while not requested by either party, is not necessary and we shall decide the issues on the parties' filings, submissions, and oral argument which make up the existing record.

THE TIMELINESS ISSUE

At the outset, we find DBM's contention that the Complaint herein should have been filed within ninety (90) days after the BRFA was introduced on January 21, 2009 (HB 101) to be without merit.

According to COMAR 14.32.05.01 a party alleging an unfair labor practice may request relief from the Board by filing a complaint with the Executive Director, within 90 days of knowledge of the occurrence.

It is our opinion that the 90 day time limitation began with the issuance of the letter dated July 1, 2009, in which Cynthia A. Kollner, Executive Director, Office of Personnel Services and Benefits, DBM, informed "personnel directors" throughout state government that Sec. 14 of BRFA precluded the granting of individual performance based bonuses, merit increases or cost-of-living adjustments in FY 10 (hereinafter referred to as the Kollner "memo/letter"). The July 1 letter was never sent to nor discussed in advance with representatives of AFSCME. While not specifically mentioned in the July 1 memo, DBM subsequently took the position that "hiring" bonuses, "sign-on" bonuses, "referral" bonuses, and "retention" bonuses were "performance related," and therefore barred.

Shortly after it learned of the Kollner memo of July 1, and the scope of the prohibition on the payment of bonuses including "even those agreed upon in FY09", AFSCME, on Sept. 15, 2009, wrote to Ms. Kollner protesting DBM's position that the 2009 BRFA prohibition against the payment of bonuses included "hiring", "sign-on", and "referral" bonuses as being based on individual performance. AFSCME demanded that the state discontinue its practice, reinstate the bonuses and pay the amounts to which it previously had committed. Additionally, AFSCME requested certain information related to its position.[1]

[1]The Kollner letter, at paragraph 2, (2) states, "Unless otherwise noted, the prohibition prevents the payment of any individual performance based bonuses in FY10 (even those agreed upon in FY09 but due to be paid in FY10.)

On Sept. 24, 2009, Ms. Kollner responded to AFSCME's letter of Sept 15, 2009, informing the union that it was DBM's position that all of the bonuses cited in the Union's letter of Sept 15, 2009, were based on "individual performance" and therefore prohibited from payment in FY2010, except for the "finder" bonus which she stated was no longer in existence.

On Sept 29, 2009, AFSCME filed its unfair labor practice charge in SLRB ULP Case No. 10-U-04, charging DBM with (1) unilateral change by the annulment of certain bonuses; (2) failure to give notice and to bargain over the change prior to implementation; (3) failure to provide requested information; and (4) failure to meet over and to discuss the "effects" of the decision regarding bonuses.

It is the conclusion of the Board that the ninety (90) day period allowed for the timely filing of an unfair labor practice complaint in accordance with COMAR 14.32.05.01(A) (c) began with the Union's knowledge of the Kollner memo of July 1, and Ms. Kollner's subsequent denial of AFSCME's requests set out in its letter of Sept 24, and not from the effective date of the introduction of the BRFA at the beginning of the legislative session in January, 2009.

DBM suggests an alternative time line based on the delay involved in finalizing the timeliness regulation, stating that at the very least, AFSCME was obligated to file its complaint within 90 days from February 23, 2009, or by May 24, 2009. As with

additional theories proposed by DBM, all of which urge dismissal due to untimely filing, none are deemed meritorious.

DBM next argues that the doctrine of "laches" precludes the complaint. We have reviewed this argument asserting that there was an immeasurable delay on behalf of AFSCME in asserting their rights and such delay resulted in prejudice to the State. We find no merit to this argument, rather we find that AFSCME had no way of knowing how the BRFA was going to be interpreted and which of its members would be affected until Ms. Kollner's letters of July 1 and September 24 were issued. There was no reason to believe from the words of the BRFA that hiring, sign-on, referral, and retention bonuses would be characterized as "performance related". It is within this time frame that AFSCME acted promptly, filing its unfair labor practice complaint in a timely fashion on September 29, 2009.

DBM raises the further issue that the dispute resolution process in the Memorandum of Understanding (MOU) between AFSCME MD and the State, applicable to Bargaining Unit H, provides the exclusive method for challenging a failure to negotiate and therefore the complaint herein is untimely. Under the referred MOU, Unit H employees have 15 days from the event giving rise to the complaint or 15 days following the time when the employee should reasonably have know of the occurrence (MOU, Article 30, Section 2) to file a grievance. According to Article 30, Section 1 of the MOU, a "complaint" is "a dispute concerning the application or interpretation of the terms found

only in [the] MOU". DBM's position that the BRFA impaired the right to bonus payments, takes the dispute outside of the contract, as it cannot be "a dispute concerning the application or interpretation of the terms found only in [the] MOU". See University of Hawaii Professional Assembly v. Cayetano, 183 F.2d 1096, 1104, 9th Cir. (1999) (when a statute purports to impair terms of a collective bargaining agreement, administrative exhaustion is not required).

In any event, we find that the Union was not required to file a grievance under the MOU in order to seek redress for its claims and that the MOU's grievance procedure, with its 15 day timeliness requirement, was not the exclusive way to go. Rather, we agree with AFSCME's position that the CBS provides the proper forum and remedy.

Analysis

The Maryland Collective Bargaining statute sets out the rights of employees of the State of Maryland to enter into collective bargaining with the State concerning wages, hours and other terms and conditions of employment. Md. Code Ann., State Personnel and Pensions, ("SPP") §§ 3-101 through 3-602 (2004). SPP § 3-301(2) gives employees the right to "be fairly represented by their exclusive representative, if any, in collective bargaining." Further, SPP § 3-501 (b) obligates the State and collective bargaining representatives for employees of state agencies to "meet at reasonable times and engage in collective bargaining in good faith." Section 3-502 defines mandatory matters of

negotiations, stating" "Collective bargaining shall include all matters relating to wages, hours, and other terms and conditions of employment."

Section 3-101. Definitions (c) Collective Bargaining defines "collective bargaining", inter alia, as meaning (1) good faith negotiations by authorized representatives of employees and their employer with the intention of: (ii) clarifying terms and conditions of employment (emphasis added). This last section, 3-101(c)(ii) was added by the 2006 amendments. Similar language is not to be found in the National Labor Relations Act, as amended (NLRA). We feel it has a bearing on the matter herein.[2]

Under federal law, an employer is required by the NLRA to maintain the status quo with regard to mandatory subjects of bargaining, while negotiating a collective-bargaining agreement with the authorized representative of its employees as well as during the term of an already negotiated collective bargaining agreement. NLRB v. Katz, 369 U.S. 736 (1962); Our Lady of Lourdes Health Center, 306 NLRB 337 (1992). Indeed, an employer's obligation to refrain from unilateral changes in the wages, hours and other terms and conditions of employment of bargaining unit employees extends beyond the duty to provide notice to the Union and an opportunity to bargain about a

[2]We recognize that, as an independent agency of the State of Maryland, we are not bound by the precedent of the National Labor Relations Board ("NLRB"). However, the NLRB is the federal agency responsible for interpreting the National Labor Relations Act (NLRA), the premier federal labor statute governing collective bargaining in the private sector. See 29 U.S.C. § 151 et seq. Moreover, this state's collective bargaining law was modeled on the NLRA. Accordingly, that law is an instructive analytical framework in this case.

subject matter. It encompasses a duty to refrain from implementing such changes at all, absent overall impasse on bargaining for the agreement as a whole. Bottom Line Enterprises, 102 NLRB 373 (1991).

Thus, unilateral changes by an employer during the course of a collective bargaining relationship concerning maters that are mandatory subjects of bargaining are normally regarded as per se refusals to bargain. See Litton Fin. Printing Div. v. NLRB, 501 U.S. 190, 198 (1991), ("an employer commits an unfair labor practice if, without bargaining to impasse, it effects a unilateral change of an existing term or condition of employment."). The Supreme Court has deemed such unilateral changes in working conditions to be destructive to the collective bargaining relationship. See id. As the Circuit Court for the District of Columbia noted in NLRB v. McClatchy Newspapers, 964 F.2d 1153 (D. C. Cir. 1992), unilateral change "interferes with the right of self-organization by emphasizing to the employee that there is no necessity for a collective bargaining agent."

As applied to the facts of the instant case, we find that DBM violated the state's collective bargaining laws by refusing to give notice to and bargain/meet with the Union prior to implementing its version/interpretation of the BRFA. We find that DBM's unilateral change concerned a mandatory subject of bargaining. DBM's letters made clear to employees that under its interpretation of the BRFA, all bonuses, with the exception of the no longer in existence "finder's fee" bonus, were barred. Thus,

employees counting on receiving bonuses, not in derogation of the BFRA, were given a fait accompli by DBM, there will be no bonuses - there is nothing to negotiate or discuss - there is nothing to "clarify" - the law is the law and that is it.[3] Thus, the record is undisputed that DBM never informed the Union of its decision in advance of issuing the July 1, memo, let alone even send the Union, the collective bargaining representative of its employees, a copy of the memo. In this case, the Union, by letter of Sept 15, 2009, did make requests for information which were refused (i.e. never responded to) by DBM. Additionally, DBM's refusal to meet with the Union for the purpose of discussing the "effects" of the forthcoming changes in bonus payments violated its obligation to bargain in good faith with the representative of its employees over unilateral changes to the employees' working conditions. See Waxie Sanitary Supply, 337 NLRB 303 (2007).[4]

DBM asserts that it was not obligated to give the Union notice or an opportunity to bargain or meet regarding DBM's interpretation of the BRFA. According to DBM, Ms. Kollner's memorandum did nothing more than note that the BRFA prohibited the payment of all performance related bonuses and that this was by law, not by choice. DBM further argues that the CBS does not obligate the State to bargain over such a matter in view of SPP Sec. 3-502 (c)(1):

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[3]See Asher Candy, 348 NLRB No. 60 (2006) holding that the union was excused from making a formal bargaining demand when presented with a "fait accompli").

[4]See Kirkwood Fabrications, Inc. v. NLRB, 862 F.2d 1303 (8th Cir. 1988) where the Court held that while there is no duty to bargain over the decision to sell the business, bargaining over the "effects" on employees of the decision is a mandatory subject of bargaining.

The State "shall not be required to negotiate over any matter that is inconsistent with applicable law."

Additionally, DBM argues that "An Act of the General Assembly makes the payment of bonuses illegal, and therefore not a mandatory subject of bargaining." According to DBM, "The only issue before this Board is whether the State committed an unfair labor practice by implementing the mandate prohibiting payment of individual performance-based bonuses in fiscal 2010."

DBM is wrong in its interpretation of the CBS and the applicable law. Under CBS, Sec. 3-502, "Collective bargaining shall include all matters relating to wages, hours, and other terms and conditions of employment." And under Sec. 3-101 (c) "Collective bargaining" means: (1) "good faith negotiations...with the intention of:.....(ii) clarifying terms and conditions of employment." Here, we can find no valid reason for DBM, knowing full well that the Kollner memorandum of July 1 and subsequent information on the subject of bonuses, would raise serious concerns and questions amongst employees, did not consider calling in their employees' bargaining representative for the purpose of "bargaining," "discussing," "negotiating," "clarifying" what was about to be formally announced. To say that Sec. 3-502(b), "Impermissible Matters" forbade DBM from <u>discussing</u>, <u>informing</u>, <u>clarifying</u> the issue misreads that section of the CBS. Knowing full well that the law passed by the General Assembly of the State of Maryland is not subject to "bargaining" (i.e. bargaining in the traditional

sense of you gave me this and I'll give you that), Sec. 3-502(b) in no way prohibits or is in conflict with the obligation of a state agency, under the CBS to meet for the purpose of (Sec. 3-101 (c)(ii)) "clarifying terms and conditions of employment." Decisions of the National Labor Relations Board have consistently held that the object of collective bargaining is to require an employer and the representative of its employees to meet at reasonable times, to confer in good faith about matters related to wages, hours, and other conditions of employment. This obligation, however, does not require either party to agree to a proposal by the other, nor does it require either party to make a concession to the other. All that is compelled is good faith discussion. The Union was not seeking to bargain over the validity or the authority of the legislature to pass the BRFA. The BRFA does not supersede nor does it conflict. Both are compatible. Thus, all DBM had to do to avoid an unfair labor practice complaint would have been to meet with the Union, discuss the forthcoming memo and the reasoning behind it, and be responsive to a reasonable union request for information on the subject. If this doesn't meet the CBS's statutory requirement of meeting for the purpose of "(ii) clarifying terms and conditions of employment," we are at a loss to determine what this language means.

Thus, we find that DBM implemented the new bonus policy without giving the Union an opportunity to meet and bargain/discuss the decision as well as the effects on employees of the decision not to pay certain bonuses. We further find that the Union was presented with a fait accompli after the unilateral change was made. "[A]" union does not waive its right to bargain over unilateral changes by failing to engage in this futile act

of trying to turn back the clock and bargain over an action the employer has already taken. Tri-Tech Services, 340 NLRB 894 (2003) and the Bohemian Club, 351 NLRB 1065 (2007).[5]

The Union, by letter of September 15, 2009, made a request for information to determine which employees were affected, what bonuses were affected, etc. DBM has refused to provide any of the information requested, defending on the basis that no such obligation exists once the unfair labor practice complaint was filed. We are unaware of any authority supporting such position.

In NLRB v. Acme Industrial Co., 385 U.S. 432 (1967) the Supreme Court held that the employer's duty to furnish information, like its duty to bargain, "extends beyond the period of contract negotiations and applies to labor-management relations during the term of an agreement. Thus, the Court required disclosure of certain information pertaining to a grievance filed by the union.

Acme Industrial emphasized the importance of information relevant to the union in its effort to police and administer the collective bargaining agreement. It endorsed the "discovery-type standard" applied by the Board. For example, the Board also has found a

[5] Even in cases of "economic exigency" involving extreme circumstances having a major economic effect requiring an employer to take immediate unilateral action, the NLRB has held that the employer must still satisfy its statutory obligations by providing the union with adequate notice and an opportunity to bargain over the changes it proposes to respond to the exigency. RBE Electronics of S.D., Inc., 320 NLRB 80 (1995).

violation where the employer refused to supply information concerning the implementation of changes that had an effect on the wages, seniority, and promotion rights of employers. Boise Cascade Corp., 279 NLRB 422 (1986).

The employer's duty to furnish information is interpreted broadly and is imposed because without such information the union would be unable to perform its statutory duties as bargaining agent. Aluminum Ore Co. v. NLRB 131 F.2d 485 (1942). Thus, information must be furnished to the union for purposes of representing employees in negotiations for a future contract and also for policing the administration of an existing contract. J. I. Case Co. V. NLRB, 253 F.2d 149 (7th Cir.) (1958). The employer's refusal to supply information is as much a violation of the duty to bargain as a failure to meet and confer with the union in good faith. Curtis - Wright, 145 NLRB 152 (1963), enforced, 347 F.2d 61 (3rd Cir 1965).

We find that the Union's request for information as outlined in its letter of September 15, 2009 was valid and compliance will be so ordered as part of the remedy in this case.[6]

[6] At oral argument, counsel for DBM indicted that her client would be willing to provide the information requested if it was so ordered by the SLRB.

THE REMEDY ISSUE

The Union urges the Board to compel DBM to identify all adversely affected employees, and to enter an order to make each whole monetarily. The amount of money involved cannot be determined at this time. In support of its position that the SLRB has the authority to issue monetary damages the Union's primary argument is two-fold: (1) Such remedial powers are inherent in the structure, contents and purposes of the statutes from which the SLRB derives its powers and (2) Sec. 3-205 (3) directs the SLRB to "investigate and take appropriate action in response to complaints of unfair labor practices and lockouts" (emphasis added). In other words, the Union argues that the authority to award monetary damages is inherent in the power to "investigate and take appropriate action." The Union argues that the case of Gutwein v. Easton Publishing Company, 272 Md. 563 (1974) is inapplicable as well as outdated and that the case of Consumer Protection Division v. George, 383 Md. 505 (2004), involving the Maryland Consumer Protection Act (not an employment related statute) controls. The Union cites two out-of-state cases. Only one of these cases, the one from New Jersey, supports its position. We find the citation to the Pennsylvania case to be of no support in that based on the Union's own citation, the statute involved permits the State Board "...to take such reasonable affirmative action including reinstatement of employees...with or without back pay..." (emphasis added).

The principle thrust of DBM's argument in support of its position that the SLRB has no authority to issue a monetary damages award is as follows. The Maryland Court of Appeals held in Gutwein v. Easton Publishing Company, 272 Md. 563 (1974) that the general authority to "take appropriate action" does not grant the power to order back pay. In Gutwein, the court considered whether the Maryland Commission on Human Relations could order an employer to pay to a victim of employment discrimination monetary damages (back pay and moving expenses) pursuant to a statutory provision that authorized the Commission to issue an order requiring the employer to "cease and desist...and to take such affirmative action as will effectuate the purposes of the particular subtitle" (referring to the subtitle in the Maryland Commission on Human Relations article making employment discrimination unlawful). The court held that the granting of back pay was plainly beyond the Commission's power and jurisdiction, rejecting the argument that such extraordinary and unusual power could be inferred in the absence of statutory language plainly indicating a legislative intent to authorize monetary awards. The Maryland Commission on Human Relations was ultimately able to order money damages only after specific authority was granted by legislation.

According to DBM, the legal issue here is identical to that presented in Gutwein, binding precedent from the State's highest court which the Board must follow.

We hold, reluctantly, that the Gutwein case controls and that this Board is without the statutory authority to grant monetary damages as a remedy in unfair labor practice

cases. We agree that it is up to the legislature to remedy this situation as it did when it granted the Maryland Commission on Human Relations such authority as a result of the Gutwein decision.[7]

Without prolonging this issue further, suffice it to say that we find as inapposite cases under the Consumer Protection Act in that this statute, unlike the original Human Relations statute and our Collective Bargaining statute, clearly provides for the award of monetary damages, see e.g., Commercial Law Article, Sec. 13-403 (4) (b) which states that if a violation of the statute is found, "the Division shall state its findings and issue an order requiring the violator cease and desist from the violation and to take affirmative action, including the restitution of money or property." (emphasis added)

The unanimous decision of the Court of Appeals in Gutwein has never been overruled. Included in the Gutwein decision are citations to numerous other state cases arriving at the same conclusion. These earlier decisions are supported by the very recent

[7] The Supreme Court of Kansas recently reached a similar conclusion in Fort Hays State University v. Fort Hays State University Chapter, American Association of University Professors, 228 P.3d 403 (Kan. 2010), holding that the Kansas Public Employee Relations Board could not award money damages to an employee who had been terminated by a public employer in violation of the Public Employer-Employee Relations Act ("PEERA"). Specifically, the court held that the Board had no express statutory authority to award money damages and no implicit authority under PEERA's provision that the Board "effectuate the purposes and provisions of" PEERA. The Court concluded with the following advice to the parties: "If PERB or AAUP believes a more effective public policy requires the Board to have available to it the power to impose a monetary remedy, they must take their arguments to the legislature to change the statute"(emphasis added).

case from the Supreme Court of Kansas, see footnote seven, involving an employee relations statute not a consumer protection law.

For the reasons set forth above, the Union's request for an award including monetary damages is denied.

ORDER

IT IS HEREBY ORDERED THAT:

(1) Respondent DBM's MOTION TO DISMISS IS DENIED.

(2) Complainant AFSCME MD's CROSS MOTION FOR SUMMARY DECISION IS GRANTED.

Consistent with our Decision, we find that DBM unlawfully implemented unilateral changes in the method of permitting the payment of certain bonuses not prohibited by the BRFA, without giving the Union an opportunity to bargain and clarify the changes prior to implementation. Generally, the NLRB's normal remedy involving employers that have implemented unlawful unilateral changes is to make employees whole for any loss of wages or other benefits they may have suffered as a result of the unlawful conduct. See, e.g., Southside Hospital, 344 NLRB 634, 635 (2005); Fiberboard Paper Products Corp. V. NLRB, 379 U.S. 203, 216 (1964). Because of the Maryland Court of Appeals decision in Gutwein, as discussed, we lack absent legislative approval, the authority to order employees be made whole for monetary losses. We do, however, have the authority to order restoration of the status quo ante, a typical remedy invoked by the NLRB in cases involving unlawful unilateral changes.

Therefore, we order DBM to reinstate the bonus policy in effect prior to the Kollner memorandum issued on July 1, 2009, within 15 days of this Order grant the Union's request for information as set out in its letter of September 15, 2009, and within 30 days of this Order and upon request by the Union, meet with the Union for the purpose of bargaining, discussing, and clarifying DBM's interpretation of the BRFA involved herein and the effects of DBM's interpretation on employees.

We further order that, pursuant to the SLRB's authority under Section 3-205(b)(3) of the CBS to "investigate and take appropriate action in response to complaints of unfair labor practices..." as well as normal NLRB practice and procedure, within 14 days after service of the attached notice marked "Appendix," copies of the notice, provided by the Executive Director of the SLRB, after being signed by the authorized DBM representative, shall be posted and maintained for 60 consecutive days on all human resources bulletin boards and in places where notices to employees are customarily posted. This posting requirement shall be interpreted to mean that the posting shall be done as broadly as possible. The Executive Director of the SLRB will contact the parties ten days after this Revised Decision and Order is mailed, to request positions on number of copies of the Appendix/Notice needed and proper posting locations.

Finally, it is ordered that the parties shall report back to the Board with a progress report at the expiration of 30 days from service of this Revised Decision and Order.

BY ORDER OF THE STATE LABOR RELATIONS BOARD

Homer C. LaRue, Chair

Sherry Mason, Member

Laird Patterson, Member

Susie Jablinske, Member

June Marshall, Member

Annapolis, MD
September 16, 2010

Appeal Rights

Any party aggrieved by this action of the Board may seek judicial review in accordance with Title 10 of the State Government Article, Annotated Code of Maryland, Section 10-222 and Maryland Circuit Court Rule 7-201 *et seq.*