

STATE OF MARYLAND
PUBLIC SCHOOL LABOR RELATIONS BOARD

IN THE MATTER OF;	*	
ANTONIO DORSEY,	*	
Charging Party,	*	
v.	*	PSLRB Case SV 2018-02
AMERICAN FEDERATION OF STATE,	*	
COUNTY AND MUNICIPAL	*	
EMPLOYEES, LOCAL 67,	*	
Charged Party.	*	

* * * * *

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

I. INTRODUCTION AND POSITIONS OF THE PARTIES

On July 5, 2017, Antonio Dorsey 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 his Charge, Mr. Dorsey asserts that the American Federation of State, County and Municipal Employees, Local 67 (“AFSCME Local 67”) breached its duty of fair representation in violation of Section 6-509(b) of the Education Article. Mr. Dorsey appears to base this assertion on the claim that AFSCME Local 67 failed to represent him when the Baltimore County Public Schools involuntarily transferred him to a new work location, and subsequently terminated him.

In a letter dated July 25, 2017, AFSCME Local 67 stated that the factual basis for Mr. Dorsey’s claim was unclear, and requested that the PSLRB seek clarification from Mr. Dorsey.

In light of AFSCME Local 67’s request, on August 1, 2017, the PSLRB contacted Mr. Dorsey and indicated that if he wished to submit supplemental materials in support of his Charge to the PSLRB, he would have to file a formal request with the PSLRB, and further, if his request were granted, he would also be required to provide any supplemental materials to AFSCME Local 67.

On August 2, 2017, Mr. Dorsey requested that the PSLRB allow him to supplement his Charge with additional materials. On August 10, 2017, the PSLRB granted Mr. Dorsey's request.

On August 21, 2017, Mr. Dorsey provided supplemental materials in support of his Charge to the PSLRB. On September 8, 2017, AFSCME Local 67 notified the PSLRB that it had not received any supplemental materials from Mr. Dorsey, and argued that Mr. Dorsey's Charge should be dismissed.

II. ANALYSIS

COMAR 14.34.04.06 states that “[a] party filing an answer to a charge, motion, response, or other document with the Executive Director shall serve a copy of such document on all parties of record and indicate in the document filed with the Executive Director the name and address of each party served and the date on which each party was served.”

As noted above, on August 1, 2017, the PSLRB informed Mr. Dorsey that if his request to supplement his Charge were granted, he would be required to provide these supplemental materials to AFSCME Local 67. On August 18, 2017, AFSCME Local 67, consistent with this directive of the PSLRB, sent an e-mail to Mr. Dorsey providing him with the contact information of the AFSCME Local 67 representative to whom he should submit any supplemental materials that he filed with the PSLRB. Mr. Dorsey failed to provide these materials to AFSCME Local 67 per the requirements of COMAR 14.34.04.06. As a result, the PSLRB is unable to consider the supplemental materials as part of the record in this matter. This decision is based on the original Charge and AFSCME Local 67's September 8, 2017, response.

Section 6-509(b) of the Education Article provides that “[a]n employee organization designated as an exclusive representative shall represent all employees in the unit fairly and without discrimination, whether or not the employees are members of the employee organization.” As the PSLRB has previously stated, this Section codifies the “duty of fair representation” owed by an exclusive negotiating representative “to avoid arbitrary conduct,” “to exercise its discretion with complete good faith and honesty,” and “to serve the interests of all members [of the negotiating unit] without hostility or discrimination.” Sylvia Walker, et al. v. The Baltimore Teachers Union, et al., PSLRB Case No. SV 2012-10 (2010) (*quoting Stanley v. American Federation of State and Mun. Employees Local No. 533*, 165 Md. App. 1, 15 (Md. Ct. Spec. App. 2005) (citations omitted)). Simply stated, a union's conduct with regard to the representation of a member of the negotiating unit does not violate the duty of fair representation unless the conduct is arbitrary, in bad faith, or discriminatory.

There is no evidence in the record of this case to support a finding that AFSCME Local 67 violated the duty of fair representation in its representation of Mr. Dorsey. AFSCME Local 67 did not act in a manner that was arbitrary, in bad faith, or discriminatory.¹

¹ Although not considered as part of the record in this case, we note in passing that Counsel for the PSLRB has reviewed the supplemental materials filed by Mr. Dorsey, and, in his opinion, these materials do not contain any evidence that would alter this decision.

III. CONCLUSIONS OF LAW

For the reasons stated herein, we conclude that AFSCME Local 67 did not violate its duty of fair representation under Section 6-509(b) of the Education Article.

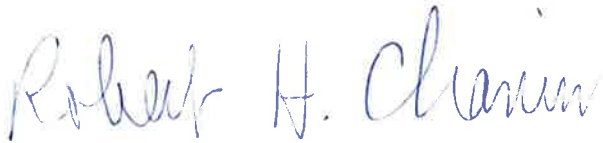
I. ORDER

IT IS HEREBY ORDERED THAT THE CHARGE IN THE INSTANT MATTER, PSLRB Case No. SV 2018-02, IS DISMISSED.

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

October 27, 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).