

Maryland Public Employee Relations Board

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Wes Moore,
Governor

Membership

Lafe E. Solomon, *Chair*
Harriet E. Cooperman
Judith E. Rivlin
Jennifer Epps
Nancy C. Lineman

In the Matter of:	*	
American Association of University Professors,	*	
	*	
Charging Party,	*	PERB UC 2026-02
v.	*	
Montgomery College,	*	
	*	
Respondent.	*	

ORDER DISMISSING PETITION

American Association of University Professors (AAUP or Petitioner) is the representative of the full-time faculty at Montgomery College (College). AAUP filed this petition with the Maryland Public Employee Relations Board (PERB) on June 9, 2026, seeking to add department chairs to the full-time faculty bargaining unit. On August 11, 2026, the College filed a Motion to Dismiss the petition. On August 18, 2026, the Petitioner filed a response, and on August 21, 2026, the College filed an opposition to the response.

Factual Background

AAUP has represented the full-time faculty at the College since the late 1970's. The parties have negotiated and executed successive collective-bargaining agreements. The most recent collective-bargaining agreement, executed on April 15, 2024, is effective through the "Fiscal 2027 Academic Year" (mid-August 2027). The department chairs are not covered by this

collective-bargaining agreement, and it is undisputed that the department chairs have been excluded from the full-time faculty unit since 2014.¹

The Petitioner's Position

The Petitioner relies on Md. Code Ann., Educ. Art., Sec. 16-701 (j)(1), which defines “faculty” as “employees whose assignments involve academic responsibilities, including teachers and department heads,” and the PERB’s decision in Maryland State Education Association v. Wor-Wic Community College, PERB UC 2024-04 (March 28, 2025), *affd.*, Circuit Court for Wicomico County, MD, C-22-CV-25-000145 (July 16, 2026). In that decision, the PERB (Members Cooperman and Steyer concurring in part and dissenting in part) found that in light of the statutory language, inclusion of department heads with academic responsibilities in a faculty bargaining unit is presumptively appropriate and that the burden falls on the contesting party to rebut this presumption with substantial specific and current evidence establishing that the department heads are statutory supervisors.

The Petitioner asserts that the department chairs are not statutory supervisors and that the College has not provided sufficient evidence to rebut the presumption that department chairs should be included in the full-time faculty unit.

The College's Position

The College advances several reasons why the petition is inappropriate and should be dismissed, given the historical exclusion of the department chairs from the full-time faculty unit. First, Sec. 14.30.12 of the PERB’s regulations states that the PERB may not clarify any bargaining unit defined prior to June 30, 2023 or any bargaining unit covered by a collective bargaining agreement in effect on June 30, 2023. Second, under NLRB law, a unit clarification petition will be dismissed if filed during the term of an existing collective-bargaining agreement if the petitioner did not reserve the right to file such a petition during bargaining. And finally, the Petitioner has not established that circumstances exist warranting unit clarification.²

Analysis

We agree with the College that the petition is untimely filed as the collective-bargaining agreement covering the full-time faculty unit is in effect until mid-August 2027. The NLRB refuses to clarify a unit during the term of a collective-bargaining agreement when the objective is to change the composition of a contractually agreed-upon unit by the exclusion or inclusion of employees. To grant the petition at such time would be disruptive of a bargaining relationship

¹ In 2014 the parties agreed to the following language: “When a faculty member accepts the appointment of Department Chair, the employee will leave the AAUP bargaining unit for the duration of the term(s) as Department Chair.”

² In its Opposition to College’s Motion to Dismiss, the Petitioner asserts that the College’s interpretation of the PERB regulation Sec. 14.30.12 would forever preclude the department chairs from ever getting access to collective bargaining rights even if they were not statutory supervisors. The Petitioner further disputes the College’s interpretation of NLRB law.

voluntarily entered into by the parties when they executed the existing contract. Edison Sault Electric Co., 313 NLRB 753 (1994); Union Electric Co., 217 NLRB 666 (1973); Wallace Murray Corp., 192 NLRB 1090 (1971).³ The State Higher Education Labor Relations Board adopted this NLRB law in Fraternal Order of Police, Lodge 141 v. University of Maryland, Baltimore, SHELRB UC 2020-01 (Jan. 10, 2020).

We find the reasoning of these cases to be persuasive, and we adopt these principles. Accordingly, we find that the petition, filed during the term of the existing collective-bargaining agreement, is untimely filed and that a hearing to determine any issues is unnecessary.⁴

ORDER

IT IS HEREBY ORDERED THAT THE PETITION IN PERB UC 2026-02 IS DISMISSED.

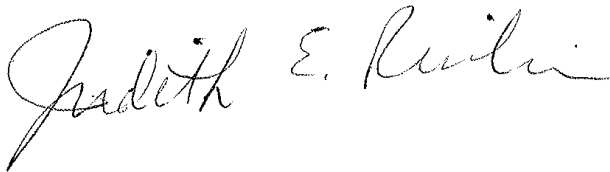
BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD,



Lafe E. Solomon, Chair



Harriet E. Cooperman, Member



Judith E. Rivlin, Member

³ The NLRB will, however, clarify the unit where the petition is filed shortly before expiration of the contract. Shop Rite Foods, 247 NLRB 883 (1980); University of Dubuque, 289 NLRB 349, 350 (1988). The Petitioner contends that this petition is timely because it was filed shortly before the parties are scheduled to begin bargaining for a new collective-bargaining agreement in about two months. We disagree. The critical fact is that the current collective-bargaining agreement is in effect for another year.

⁴ We find it unnecessary to pass on the College's remaining contentions.



Jennifer Epps, Member



Nancy C. Lineman, Member

Annapolis, MD

Issue Date: August 28, 2026

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 Rules, 7-201 et. seq.