

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:	*	
Rebecca Oliver,	*	
Charging Party,	*	
v.	*	PERB ULP 2026-39
Maryland Department of Budget and Management,	*	
Respondent.	*	

DECISION AND ORDER

Procedural Background

On March 12, 2026, Ms. Rebecca Oliver (Charging Party or Oliver) filed an unfair labor practice with the Public Employee Relations Board (PERB or the Board) against the Maryland Department of Budget and Management (DBM or Respondent), alleging that DBM improperly reclassified Oliver outside of the Maryland Professional Employees Council (MPEC or the Union)¹ bargaining unit prior to DBM terminating Oliver from her position. Oliver submitted additional pleadings on April 2, April 10, May 1, and May 8, 2026. DBM submitted its responses on April 2, and May 1, 2026. MPEC submitted a position statement on April 24, 2026.

Factual Background

Oliver was employed in various capacities by the State of Maryland from approximately March 14, 2012, through her termination on January 23, 2026. Oliver began working for DBM, a principal department within the executive branch of the State of Maryland in December 2022 in a

¹ MPEC is the certified exclusive representative for public employees employed within Bargaining Unit G.

position titled Contract Administrator III. In June 2023 Oliver voluntarily accepted a position reclassification to Contract Administrator Expert, which she held until her termination.²

DBM produced a Position Description document (referred to by the parties as MS-22), signed by Oliver on June 15, 2023; by Oliver's supervisor on June 8, 2023; and by the appointing authority and/or its designee on June 9, 2023. This MS-22 explicitly lists the Contract Administrator Expert position as one within the Management Service.³

Further, the current MOU between MPEC and the State of Maryland, in effect from January 1, 2024, through December 31, 2026, contains an appendix which lists all job classifications within Bargaining Unit G. The Contract Administrator Expert (4898) position is not included within Bargaining Unit G. Similarly, the previous MOU between MPEC and the State of Maryland in effect from January 1, 2021 through December 31, 2023, did not include the Contract Administrator Expert position within Bargaining Unit G.

In November of 2025, Oliver filed a grievance to dispute both the June 2023 reclassification of her position itself and the assertion that her work duties were truly managerial in nature, as Oliver claims her work did not meet the definition of Management Service as provided in Md. Code, State Personnel and Pensions § 6-403.⁴ This grievance remains pending before the Office of Administrative Hearings.

On January 23, 2026, Oliver was terminated from her position with DBM. Oliver filed an appeal and subsequently received a decision from the DBM Secretary on February 12, 2026, upholding the termination.

Positions of the Parties

Charging Party

Oliver asserts that DBM unilaterally reclassified her position into a management service position – outside of MPEC's bargaining unit – without providing notice or receiving her informed consent, which then limited her appeal rights upon termination. DBM also executed this reclassification without providing the required formal notice to MPEC and without utilizing the Unit Clarification procedures as mandated within both the Public Employee Relations Act (PERA) and the MOU between MPEC and DBM. Oliver further objects to the fact that despite this unilateral removal, MPEC dues-related payroll processing continued during her tenure with the agency. In addition to disputing the validity of the reclassification itself, Oliver also disputes the

² Oliver voluntarily joined MPEC, and during her employment with DBM, MPEC dues were deducted from her paychecks.

³ The section of the MS-22 which requires signatories to acknowledge that the position is in the management service was left blank and unsigned by Oliver.

⁴ A position is defined as one in the management service if the position: (1) primarily involves direct responsibility for the oversight and management of personnel and financial resources; (2) requires the exercise of discretion and independent judgment; and (3) is not in the executive service. This statute goes on to note that the "management service includes any other position that is determined by the [DBM] Secretary to be in the management service."

claim that her work was truly managerial in nature, subject to the definition within Md. Code, State Personnel and Pensions § 6-403.

As it relates to specific unfair labor practices, Oliver alleges DBM interfered with her rights under PERA by treating her bargaining unit status inconsistently and continuing dues-related payroll processing after her status became disputed. Continuing, Oliver claims that DBM maintained payroll and status records that were inaccurate, confusing, misleading, or internally inconsistent with its asserted treatment of her classification and bargaining-unit status. Alternatively, if DBM contends that she was properly outside of the bargaining unit for the entire employment period, then DBM's continued dues-related payroll processing after notice of the dispute further demonstrates improper and inconsistent handling of her status under PERA. Oliver also advances a claim that DBM unilaterally altered her bargaining unit status without providing proper notice to MPEC or her, and that DBM further committed an unfair labor practice by failing to use the established MOU and PERB unit clarification procedures.⁵

Respondent

DBM primarily contends that during Oliver's time employed with DBM, Oliver was never an employee within the definition of "public employee" under PERA, as her initial position of Contract Administrator III was excluded from collective bargaining as confidential, while her later position of Contract Administrator Expert was excluded as managerial. With that in mind, DBM denies it has unilaterally reclassified Oliver's position outside of the bargaining unit or that any requirement existed that it notify MPEC as neither of the positions held by Oliver at DBM were eligible for collective bargaining. DBM further notes that Oliver's Contract Administrator Expert position classification document explicitly notes it is a management service position, which is within bargaining unit M and excluded from collective bargaining.

Analysis

The Board may not issue a complaint if the alleged unfair labor practice occurred more than 6 months prior to the filing of the charge.⁶ Applicable regulations clarify that a "charge shall be filed with the Board within 6 months from the later of the alleged violation or following the time that a reasonable person would, upon exercising due diligence, have discovered the occurred of the alleged violation."⁷

Oliver first filed her charge with the PERB on March 12, 2026. To be timely under the above provisions, the alleged unfair labor practice must have occurred within six months before that date – September 12, 2025 – unless the record establishes a later date on which Oliver reasonably discovered the alleged violation. As referenced above, Oliver's claim hinges on an alleged reclassification into an excluded management service position which took place in June of 2023. While Oliver advances a number of allegations regarding whether she was actually and explicitly put on notice of this management service designation at the time, we find that Oliver's claims are untimely.

It is undisputed that Oliver signed a MS-22 agreement in June of 2023 which explicitly listed the Contract Administrator Expert position as one within the Management Service. Despite

⁵ As stated above, MPEC filed a position statement in support of Oliver's claims.

⁶ See Md. Code, State Gov't § 22-307(b).

⁷ COMAR 14.30.09.01(C).

her contentions, Oliver has produced insufficient evidence to support her claim that DBM tampered with this agreement after the fact or that the MS-22 otherwise failed to put her on notice that DBM considered the position to be within the management service. Although Oliver did not sign the management service acknowledgment section of the agreement, the clear and unambiguous Management Service designation on the MS-22 document was sufficient to place Oliver on notice that DBM considered the position to be outside of MPEC's bargaining unit.

Accordingly, we find that Oliver's charge must be dismissed as untimely pursuant to Md. Code, State Gov't § 22-307(b) and COMAR 14.30.09.01(C).

Order

IT IS HEREBY ORDERED THAT THE CHARGE IN PERB ULP 2026-39 IS DISMISSED.

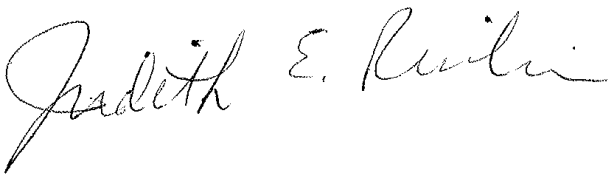
BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD:



Lafe E. Solomon, Chair



Harriet E. Cooperman, Member



Judith E. Rivlin, Member



Jennifer Epps, Member



Nancy C. Lineman, Member

Annapolis, MD

Issue Date: August 20, 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.