

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

In the Matter of:	*	
SEIU Local 500,	*	
Charging Party,	*	PERB ULP 2026-15
v.	*	
Montgomery County Public Schools,	*	
Respondent.	*	

DECISION AND ORDER

This matter comes before the Maryland Public Employee Relations Board (“Board”) on an unfair labor practice charge filed by SEIU Local 500 (“SEIU” or “Charging Party”) against Montgomery County Public Schools (“MCPS” or “Respondent”) on November 3, 2025, and amended on January 8, 2026. The charge alleges that MCPS committed unfair labor practices in connection with: (1) the processing of a group grievance and related grievance filings; (2) the discipline and termination of a bargaining unit member; and (3) the Respondent’s response to an information request relating to an upcoming arbitration.

The Board has reviewed the Deputy Director’s Report and Recommendation and the record in this matter. For the reasons set forth below, the Board adopts the Deputy Director’s recommendation to dismiss the charge.

I. Analysis

The Board’s jurisdiction in unfair labor practice cases is limited to determining whether conduct violates the Public Employee Relations Act (“PERA”), Md. Code, State Gov’t § 22-101

et seq. The Board does not adjudicate disputes concerning the interpretation or application of a collective bargaining agreement where the parties have negotiated a grievance procedure culminating in binding arbitration. Consistent with § 22-309(b) of the State Government Article, the Board follows the precedent of its predecessor boards, and has likewise recognized that such contractual disputes are not properly before the Board and must instead be resolved through the parties' negotiated grievance and arbitration procedures. *See Fox, et al. v. Mont. Co. Public Schools and Mont. Co. Education Association*, PERB ULPs 2025-04 thru -17 (2025) (*citing AFSCME Local 434 v. Balt. Cnty. Bd. of Ed.*, PSLRB Case SV 2017-03 (2017)).

This principle governs the majority of the allegations presented in this matter.

A. Group Grievance Procedure

SEIU contends that MCPS acted improperly by refusing to process the Union's requested 227 individual grievances in the manner demanded by the Union, by instead issuing 26 grievance numbers organized by high school, and by refusing to place the earlier group grievance in abeyance so that it could be advanced to arbitration. The Union characterizes this conduct as bad faith bargaining and a failure to honor the parties' contractual grievance procedure.

These allegations do not establish an unfair labor practice within the Board's jurisdiction. They concern the meaning and administration of the grievance provisions of the parties' CBA, including what constitutes a group grievance, how grievances may properly be structured, and whether MCPS complied with the contractual process in responding to the Union's filings. These are disputes over the interpretation and application of the CBA.

The record reflects that the parties' disagreement arose after grievance hearing officers concluded that the Union had not established entitlement to relief on the broad group grievance presented and suggested that the Union identify specific affected employees and pursue narrower claims. Rather than identify specific individuals who met the criteria for relief, the Union sought to proceed with 227 individual grievances without demonstrating that any individual member satisfied the requirements of the grievance as alleged. MCPS, in turn, issued 26 grievance numbers corresponding to the individual high schools involved, citing common operative facts at each location.

Whether MCPS was required to process the grievances in the precise manner requested by the Union is a question of contract interpretation, not a statutory unfair labor practice. The CBA does not clearly require MCPS to adopt the Union's preferred grievance structure, and the dispute over how grievances should be organized and processed falls squarely within the parties' negotiated grievance procedure.

The Union's additional assertions – that MCPS failed to adhere to timelines, improperly influenced hearing officers, or otherwise “nullified” the grievance process – are unsupported by evidence sufficient to establish an independent violation of PERA. Rather, they reflect disagreement with grievance outcomes and the administration of the contractual process.

Accordingly, because these allegations concern the interpretation and administration of the parties' CBA, they fall outside the Board's jurisdiction. To the extent the Union attempts to characterize these same facts as bad faith bargaining under Md. Code, State Gov't § 22-206(a)(8)-(9), the record does not establish probable cause of such a violation.

B. Discipline and Termination of the Bargaining Unit Member

The Union also challenges MCPS's handling of the discipline and termination of Reina Amaya-Sorto. The record demonstrates that the Union pursued a grievance challenging her initial termination and prevailed on its procedural due process claim, resulting in her reinstatement pending further proceedings. MCPS subsequently conducted additional proceedings, including providing the employee an opportunity to review the relevant video footage and respond, and ultimately issued a renewed termination decision. That decision was grieved and upheld by a grievance hearing officer, who found just cause for the termination and concluded that the video review was not random but was initiated in response to a school-based request. The Union did not pursue the matter further through the grievance process.

The Union's allegations concerning the termination relate to the adequacy of due process, the initiation and handling of the investigation, the sufficiency of the evidence, and alleged inconsistencies in MCPS's explanations. These are matters concerning the administration and enforcement of the CBA's disciplinary and grievance provisions.

The Union does not allege that the discipline was imposed in retaliation for protected activity or that it otherwise interfered with rights protected by PERA. Instead, the claims reflect disagreement with the employer's disciplinary decision and the outcome of the grievance process.

As with the grievance procedure allegations, these claims fall outside the Board's jurisdiction. The Board does not review whether just cause existed for discipline or whether grievance procedures were correctly applied under the CBA. Those issues are properly addressed through the parties' negotiated grievance and arbitration procedures.

Accordingly, this aspect of the charge must be dismissed for lack of jurisdiction. To the extent the allegations are construed as asserting an unfair labor practice, the record does not establish probable cause.

C. Information Request

The Union further alleges that MCPS failed to adequately and timely respond to its information request concerning bus routes and route changes. Unlike the preceding allegations, this claim implicates a statutory duty within the Board's jurisdiction.

Under Md. Code, State Gov't § 22-202(2), an exclusive representative is entitled, upon request, to information from a public employer that is relevant to the administration and negotiation of an agreement or the proper performance of the representative's duties. A failure to provide such information may also constitute a refusal to bargain in good faith under Md. Code, State Gov't § 22-206(a)(8). *See AFSCME Council 3 & AFSCME Local 1042 v. University of Maryland, College Park*, PERB ULP 2025-40 & 2026-01 (Nov. 21, 2025), and *Baltimore Teachers Union v. Baltimore City Board of School Commissioners*, PERB ULP 2025-41 (Apr. 9, 2026) (holding that PERA § 22-202(2) establishes both a substantive entitlement to relevant information and a clear thirty-day timeline for compliance, and that failure to meet that deadline, absent timely and good-faith efforts, violates PERA and constitutes a refusal to bargain in good faith).

The record reflects that MCPS responded to the Union's request within the statutory timeframe by providing public-facing route information and by raising concerns regarding confidentiality and burden, particularly with respect to routes that could identify students with IEPs or 504 plans. MCPS also sought clarification from the Union regarding which employees or routes were at issue. After the Union identified three specific routes or employees, MCPS provided a factual response addressing those circumstances.

Although certain additional information was provided outside the thirty-day period, the delay was minimal, and the overall record demonstrates that MCPS engaged with the Union, raised its defenses in a timely manner, sought to narrow the request, and ultimately provided responsive information.

Accordingly, the Board finds that probable cause does not exist to believe that MCPS violated its duty to bargain in good faith or otherwise violated PERA with respect to the information request.

II. Conclusion

The Board concludes that the majority of the Union's allegations concern the interpretation, application, and administration of the parties' collective bargaining agreement and grievance procedures. Under longstanding precedent, such disputes fall outside the Board's jurisdiction and must be resolved through the parties' negotiated grievance and arbitration

process. The Union's remaining allegation concerning the information request is within the Board's jurisdiction, but the record does not establish probable cause of a violation.

Accordingly, the charge must be dismissed.

III. Order

For the reasons set forth above, it is hereby **ORDERED** that the unfair labor practice charge in PERB ULP 2026-15 is **DISMISSED**.

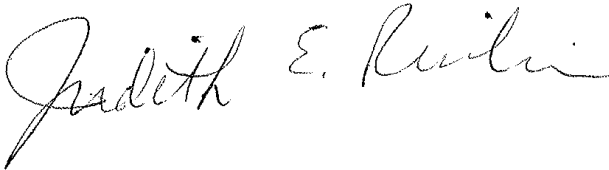
BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD:



Lafe E. Solomon, Acting Chair



Harriet E. Cooperman, Member



Judith E. Rivlin, Member



Jennifer Epps, Member

Annapolis, MD
April 20, 2026

APPEAL RIGHTS

Any party aggrieved by this action of the PERB 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).