

ARBITRATION CASE

Before

Teachers Association of Baltimore
County

M. David Vaughn
Name of Arbitrator

v.

February 3, 1997
Date of Decision

Board of Education of
Baltimore County

Issue: (Use exact issue as framed)

Did the Board violate the subcontracting provisions of the Master Agreement, Article II, Sections 2.3 and 2.3.1 when it exceeded six full-time teachers and their positions from the Home and Hospital Program, reallocated the positions and teachers to the Special Education Program and hired part-time teachers to perform part of the work which had been performed by the exceeded full-time teachers?

CONTRACT PROVISION(S):

Article II, 2.3 - The Board shall have the right to subcontract work. However, work that is normally performed by members of the bargaining unit who are covered by this Agreement shall not be subcontracted to organizations and/or workers not covered by this Agreement unless there is a substantial business or professional reason for so doing.

2.3.1 - In addition, if the Board is contemplating subcontracting any bargaining unit work the Association shall be given sufficient advance notice of such plans so that they shall have ample opportunity to meet with the Board before such a decision is put into effect.

DECISION: (Include brief synopsis of arbitrator's reasoning)

The arbitrator accepted the Association agreement that the placement of non-bargaining unit (part-time) teachers to perform work normally completed by full-time bargaining unit teachers constitutes subcontracting. However, he found that the Board has a legitimate "business or professional reason" in subcontracting out this work and therefore, did not violate Section 2.3 of the Master Agreement. Because this was subcontracting of work, the arbitrator concluded that the Board had an obligation, according to Section 2.3.1, to meet and confer with the Association prior to implementing the decision. The Arbitrator emphasized that this obligation did not mean that the Board had to negotiate this issue.