

G. NEIL WILLIAMS, *Petitioner*
v.
 BOARD OF EDUCATION OF
 ALLEGANY COUNTY, *Respondent*

No. 69-8
 November 25, 1969

FACTS

We hold that on the facts before us the Allegany County Board of Education erred in finding that Mr. Williams was guilty of willful neglect of duty. The action of the County Board of Education is, therefore, reversed. We urge further that no other reprisals, such as a transfer from the Ft. Hill High School, be taken against Mr. Williams as a result of the occurrences of September 12, 1969.

Jerome Framptom, Jr., *President*
 Richard Schifter, *Vice President*, Mary S. F. Cronin
 Edward N. Wilson, Ramsay B. Thomas

MONTGOMERY COUNTY EDUCATION
 ASSOCIATION, *Petitioner*

v.
 BOARD OF EDUCATION OF
 MONTGOMERY COUNTY, *Respondent*

No. 70-1
 January 28, 1970

FACTS

The Montgomery County Education Association (MCEA), the exclusive representative for the public school employees in Montgomery County, pursuant to Article 77, Section 160, of the Annotated Code of Maryland (1969), has charged the Board of Education of Montgomery County ("the Board") with violating provisions of its

previously negotiated agreement by (1) unilaterally adopting a calendar for duty days, professional days, holidays, and student session days for Fiscal 1971, and (2) unilaterally reclassifying certain staff positions, both actions being undertaken without prior negotiations with MCEA.

OPINION

(1)

The parties have conceded that the number of days (above the 180 day requirement established in Article 77, Section 73) is negotiable. However, it is the opinion of this Board that the school calendar, which establishes duty days, professional days, holidays and student sessions falls in the prerogative of the local boards.

This conclusion must be reached in view of the fact that not only are the teachers affected but *all* school employees and the community at large (students and their families) are affected by the makeup of the school calendar and the interest of the latter groups must weigh heavily in its consideration.

(2)

Section 68 (a) of Article 77 establishes the right of the Superintendent "to nominate, for appointment by the county board of education all professional assistants of the office." Section 68 (b) read in conjunction with Section 54 provides for the appointment of supervisory personnel by the county board of education on the recommendation of the county superintendent. Thus the right of appointment, which must necessarily include the right of classifying all jobs in its domain, rests in the complete control of the county boards of education.

It has been suggested that the last phrase of Section 54 which provides for the above appointments ". . . subject to the provisions of this Article" should be construed to mean that the classification of employees falls into one of the categories set forth in Section 160 (h) (1): i.e., salary, wages, hours, and other working conditions. Job classification plainly does not fit into any of the stated categories. Since the statute does not specifically or by reference include job classification, it must be considered non-negotiable.

Jerome Framptom, Jr., *President*
 Mary S. S. Cronin, Kathleen L. Robie
 Edward N. Wilson, Ramsay B. Thomas, Ross V. Smith

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DISSENTING OPINION

I concur in the Board's decision on the issue of job reclassification and dissent from the decision on the non-negotiability of the calendar.

Richard Schifter, *Vice President*

WASHINGTON COUNTY
TEACHERS ASSOCIATION, *Petitioner*

v.

BOARD OF EDUCATION OF
WASHINGTON COUNTY, *Respondent*

No. 70-2

January 28, 1970

FACTS

The Washington County Teachers Association (WCTA), the exclusive representative for the public school employees in Washington County, pursuant to Article 77, Section 160 of the Annotated Code of Maryland (1969) has charged that the Board of Education of Washington County ("the Board") refused to negotiate "with regard to all matters relating to salaries, wages, hours, and other working conditions" in accordance with Section 160 (h) (1) of Article 77 until agreement was reached on procedural matters. The facts indicate that the parties have met and have been unable to agree on formal procedure. The Board's position is that it will not negotiate on substantive issues until the matters of procedure have been negotiated.

OPINION

It is the opinion of the Board that the parties shall proceed on substantive negotiations without prior agreement as to the adoption of formal procedure.

Jerome Framptom, Jr., *President*
Richard Schifter, *Vice President*, Mary S. F. Cronin
Kathleen L. Robie, Edward N. Wilson
Ramsay B. Thomas, Ross V. Smith