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Mayo v. Board of Educ. of Prince George's County

United States Court of Appeals, Fourth Circuit - April 11, 2013 - F.3d - 2013 WL 1459249

Court holds that temps are not third-party beneficiaries under the CBA between school board and union, and therefore not entitled to bring a breach of contract action against the school board.

Temporary employees of board of education filed a class action complaint asserting employee-compensation claims against the school board and union. They alleged that even though the collective bargaining agreement excluded “temporary employees” from the bargaining unit, they were entitled to the benefits of an arbitration award entered as the result of an arbitration between the school board and the union, as well as benefits from the underlying CBA.

The court of appeals concluded that temps were not third-party beneficiaries under the CBA between school board and union, and therefore could not bring a breach of contract action against the school board. The CBA explicitly excluded temporary employees from coverage, and although the CBA did allow the use of substitute or temporary employees to fill “authorized positions” – which would make those employees part of the bargaining unit – it did so to protect those positions for members of the bargaining unit.