Note that this document is part of a private communication between HCEA and you, our members, to keep you fully updated regarding the bargaining process. It is meant for HCEA members only and we request that you not forward it to others.

Two documents are included below this page:

1) **The HCPSS's response to HCEA's request for impasse, which contains provably false allegations against HCEA, and which we believe was sent via email to the Public School Labor Relations Board (PSLRB) on June 15th or 16th, but was not provided to HCEA until June 24th.**
2) **Our response to those allegations, sent via email to the PSLRB on June 25th.**

June 15, 2021 ***Electronic Communication***

Ms. Erica Snipes
Executive Director
Maryland State Labor Relations Boards
Public School Labor Relations Board
100 Community Place, Room 4-511
Crownsville, MD 21032

Re: PSLRB I 2021-4

Dear Ms. Snipes:

Please accept this as the Howard County Public School System's (HCPSS) response to the request for impasse filed by the Howard County Education Association (HCEA/ESP) on June 1, 2021.

On Wednesday, May 12, 2021 Erin Yeagley, MSEA/HCEA UniServ Director submitted HCEA/ESP's "Last and Best" offer to HCPSS. Included in her email was a deadline of "one week from today" and a statement that "If the Board does not respond by then, given how very late we are in the school year, we will go ahead and file for impasse." Based on that statement and HCEA/ESP's refusal to counter our salary and benefits proposal, HCPSS did not feel submitting a "best and final" would be productive. Furthermore, HCPSS believes that HCEA/ESP's continued pressuring to "hurry up" and reach an agreement coupled with their recently imposed deadline based on "how very late we are in the school year" is one example of its bad faith bargaining practices.

While HCPSS does not dispute we are at impasse on certain items, we vehemently deny that we are at impasse on several items included in HCEA/ESP's request as those items are either permissive or illegal. Despite multiple attempts by HCEA/ESP to pressure HCPSS, we have repeatedly stated we will not bargain them and recommended HCEA/ESP file a Form 4 with the PSLRB and request a determination as to negotiability. However, HCEA/ESP has refused to file such a request and continues to attempt to bargain items deemed to be permissive or illegal. Their persistence coupled with their attempt to bring these items to impasse is nothing short of bad faith.

Therefore, these items are not subject to impasse and HCEA/ESP's inclusion in their filing constitutes bad faith bargaining.

ESP Article 3.22– Notification of job description changes	ESP Impasse	HCPSS has consistently stated it will not negotiate this permissive subject
ESP Article 9.7 – Bullying investigations	ESP Impasse	HCPSS has consistently stated it will not negotiate this illegal subject.

ESP Article 11 – Telework	ESP Impasse	HCPSS has consistently stated it will not negotiate this illegal subject.
ESP Article 11.5.A and 11.5.C.1 – Substitute assignment	ESP Impasse	HCPSS has consistently stated that the current language is illegal and if ESP will not negotiate it out, we will not honor sections of this Article deemed to be an illegal subject of bargaining.
ESP Article 11.17 -Referrals	ESP Impasse	HCPSS has consistently stated it will not negotiate this illegal subject.
ESP Article 11.19 A-D – Air Quality	ESP Impasse	HCPSS has consistently stated it will not negotiate this illegal subject. HCPSS has proposed a statement on health and safety.
ESP Article 12.9 – Professional Development Committee	ESP Impasse	HCPSS has consistently stated it will not negotiate the language proposed by ESP, which is illegal. However, ESP & HCPSS are in discussion regarding a possible MOU.
HCEA Article 6.B.1.c – Involuntary transfer	HCEA impasse	HCPSS has consistently stated that the current language is illegal and if HCEA will not negotiate it out, we will not honor sections of this Article deemed to be an illegal subject of bargaining.
HCEA Article 7.B.2 – Reassignment	HCEA impasse	HCPSS has consistently stated that the current language is illegal and if HCEA will not negotiate it out, we will not honor sections of this Article deemed to be an illegal subject of bargaining.
HCEA Article 9.4 – Referrals	HCEA impasse	HCPSS has consistently stated it will not negotiate this illegal subject.
HCEA Article 10.K – Paraeducator assignments	HCEA impasse	HCPSS has consistently stated that the current language is illegal and if HCEA will not negotiate it out, we will not honor sections of this Article deemed to be an illegal subject of bargaining.
HCEA Article 11 – Assignment as substitutes	HCEA impasse	HCPSS has consistently stated it will not negotiate this illegal subject.
HCEA Article 12 – Summer employment	HCEA impasse	HCPSS has consistently stated that the current language is illegal and if HCEA will not negotiate it out, we will not honor sections of this Article deemed to be an illegal subject of bargaining.
HCEA Article 14.U – Notification of job description changes	HCEA impasse	HCPSS has consistently stated it will not negotiate this permissive subject.
HCEA Article 14.Z – Professional Development Committee	HCEA impasse	HCPSS has consistently stated it will not negotiate this illegal subject

HCEA Article 17.M – Reassignment to same position	HCEA impasse	HCPSS has consistently stated it will not negotiate this illegal subject
HCEA Article 18.D – Mandatory meetings	HCEA impasse	HCPSS has consistently stated it will not negotiate this illegal subject.
HCEA Article 18.G– Number of preps/courses	HCEA impasse	HCPSS has consistently stated it will not negotiate this illegal subject.
HCEA Article 18.N.6– Telework	HCEA impasse	HCPSS has consistently stated it will not negotiate this illegal subject.
HCEA Article 18.S – Case worker assignment	HCEA impasse	HCPSS has consistently stated it will not negotiate this illegal subject.
HCEA Article 18.T – Special ed committee	HCEA impasse	HCPSS has consistently stated it will not negotiate this permissive subject.
HCEA Article 18.V– ESOL committee	HCEA impasse	HCPSS has consistently stated it will not negotiate this permissive subject.
HCEA Article 19.A.2.a-c – Air quality	HCEA impasse	HCPSS has consistently stated it will not negotiate this illegal subject.
HCEA Article 19.I.1 & 2 – Bullying investigations	HCEA impasse	HCPSS has consistently stated it will not negotiate this illegal subject.

Further, HCEA/ESP deliberately mis-represented several mandatory items, which HCPSS believes are still open and subject to impasse. Again, we believe HCEA/ESP's characterization that these items have been withdrawn and are closed constitutes bad faith bargaining.

HCEA Article 22.B & 22.C – Benefits credit	HCEA withdrew	Although HCEA withdrew its initial proposal, HCPSS still has a proposal on the table. Further, unlike their proposal for ESP which contained identical language, HCEA tried to bury their proposal in article 21 "salary deductions" rather than the insurance article 22. For HCEA to mis-represent this article and not bring it forward to impasse is tantamount to bad faith bargaining.
ESP Article 14.B & 14.C – Benefits credit	ESP withdrew	Although ESP withdrew its initial proposal, HCPSS still has a proposal on the table. For ESP to mis-represent this article and not bring it forward to impasse is tantamount to bad faith bargaining.

Finally, HCPSS agrees that the parties have reached impasse on the following items:

ESP Article 5.2.A; 5.2.B & 5.2.C – Transfers
ESP Article 7 .1.D – Sick leave
ESP Article 7.4.E & 7.4.F – Annual leave
ESP Article 7.4.K – Leave cash out
ESP Article 7.6 – Childrearing leave
ESP Article 11.1 – Secretary summer hours
ESP Article 11.2.F – Interpreters planning time

ESP Article 11.7.A & 11.7.B – Out of grade pay
ESP Article 11.16 – Paras planning time
ESP Article 11.13 – Computers
ESP Article 12.1 – Tuition reimbursement
ESP Article 17.1 & 17.2– Salary
HCEA Article 6 .A.1– Voluntary transfer
HCEA Article 6.A.7.a & 6.B.1.a – Involuntary transfer
HCEA Article 6.B.1.d – Assignment after transfer
HCEA Article 7.B.1 – Assignment
HCEA Article 7.B.4 - Reassignment
HCEA Article 13.B – Tuition reimbursement
Article 15.E– Sick leave
Article 16.A.1.a-c – Personal business leave
Article 17.A.3 – SL bank administration
Article 17.E – Child rearing leave
Article 17.1– Employment on leave
Article 17.J – Immediate family
Article 18.C – Leave cash out
Article 18.F.1 – Planning time
Article 20 - Salary

Please do not hesitate to contact me if you required any additional information. I look forward to the Board's decision.

Sincerely,

Pamela K. Murphy, MBA, SHRM-SCP
Director of Staff Relations

C: David Larner, Chief, Human Resources and Professional Development Officer
Michael Martirano, Ed.D., Superintendent
Chao Wu, Ph.D., Chair, Howard County Board of Education

HCEA emails the PSLRB Director to respond to false HCPSS accusations

From: Yeagley, Erin [MD]
Sent: Friday, June 25, 2021 4:35 PM
To: Erica Lell Snipes -SLRB- <erica.snipes@maryland.gov>
Cc: Pamela Murphy <Pamela_Murphy@hcpss.org>
Subject: HCEA response to HCPSS accusations

Hello Director Snipes,

HCEA only just yesterday received a copy of HCPSS' response to our request for declaration of impasse. HCPSS failed to send us a copy concurrent with when they emailed it to you, and even after repeated requests from us did not forward us a copy until more than a week after they submitted it to the Labor Board. Now that we've been able to review it, I'd like to respond to several accusations it poses.

- HCPSS suggests that HCEA's desire to expedite resolution of the bargaining process is bad faith bargaining. It is absolutely true that HCEA had been urging longer bargaining sessions, as well as working to get more frequent and more significant movement toward agreement as it became late spring, and as legitimate fears set in that we would be without a new contract when the current one expires. In fact that seems inevitable now, but the desire to avoid that and work toward movement can hardly be characterized as bad faith bargaining. Rather, the repeated delays, refusal to be available for full day bargaining sessions even when the school year was coming to a close, lack of reciprocal movement, and finally HCPSS' assertion to us that their team does not have the authority to make movement at the table, are the bad faith bargaining tactics employed by HCPSS that have contributed to the current situation.
- HCPSS denies we are at impasse over a list of items that Pam Murphy has claimed are illegal subjects of bargaining, and that HCEA's continued attempts to bargain on these subjects constitutes bad faith bargaining. However, HCPSS has exhibited a pattern of broadly declaring large numbers of proposals or topics illegal which are sometimes obviously mandatory, and/or which sometimes they themselves, even the same chief negotiator, have quite willingly negotiated with us in the recent past. Even multiple times during this very contract negotiation, there have been items which they first insisted were illegal, yet on which they later countered and/or came to Tentative Agreement with us. Given that they repeatedly contradict their own declarations of what topics are illegal, and will sometimes come to Tentative Agreement on such topics, HCEA saw no reason to discontinue bargaining the items which seemed to us to be clearly within the legal scope of bargaining. HCEA did not submit these items to the Labor Board for a ruling for the same reasons, and to avoid unnecessary further delays in the bargaining process or wasting the Labor Board's time by entertaining what seems to us to simply be a bargaining tactic rather than a serious statement by HCPSS on the legality of so many items. HCPSS certainly had the ability to bring these items to the Labor Board for a ruling if they wished to do so.
- HCPSS accuses HCEA of deliberately misrepresenting particular mandatory items, which HCPSS says it believes are still open and are subject to impasse. HCEA has in no way misrepresented either its own or HCPSS' proposals. HCEA did not submit any proposal in Article 22 of the certificated contract. The items that HCPSS lists under that accusation are HCEA proposals that we put forward in Certificated Article 21 and ESP article 14,

and later withdrew as a compromise because HCPSS itself rejected those proposals. Withdrawing proposals that they have rejected is certainly not bad faith bargaining, it is positive movement toward agreement. In regard to the proposals that HCPSS claims to still have on the table in Certificated Article 21 and ESP Article 14, those proposals were submitted in clear violation of ground rules that were mutually agreed to by both parties. Our ground rules explicitly state, "The parties agree that no additional contract language proposal/proposals will be added after the first negotiations session unless mutually agreed upon by both parties." The HCPSS proposals in Certificated 21 and ESP 14 to which Pam Murphy is referring in her response were submitted very late in bargaining and HCEA not agree that those proposals could be submitted. I will also note that HCPSS has not even itself included these proposals in their response, in their list of items that are at impasse. Even in the section where they state this accusation, they only refer to our withdrawn proposals regarding a benefit credit and don't include any information about their own proposals they claim should go to impasse. (Their proposals were not on the topic of a benefit credit and were unrelated to our proposals.)

Erin Yeagley
UniServ Director
Howard County Education Association
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