



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

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