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June 25, 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

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.)

Sincerely,
Erin Yeagley
UniServ Director
Howard County Education Association
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