

Q & A: Tentative Agreement FY21

These questions were submitted by members attending Saturday's forum. As more questions come in we will update.

SALARY

Q: Any news on make-up step increases?

A: In this Tentative Agreement, there will be one make-up step for the 2011-12 school year. This will go into effect mid-year (January for 12 month employees and February for 10 month employees). It will not be retroactive.

Q: Does the raise begin mid-year with no back pay?

A: The salary increases under this Tentative Agreement go into effect mid-year (January for 12 month employees and February for 10 month employees). It will not be retroactive.

Q: Will teachers be getting a raise for FY21 Contract Negotiations? Can you explain or give an example of who is getting back steps and when?

A: All eligible employees will receive a step increase. Unit 1 members who were employed during the 2010-11 school year and have remained with AACPS since, will receive an additional step for the 2011-12 school year freeze. Both of these increases will go into effect mid-year (January for 12 month employees and February for 10 month employees).

Q: What is being done for those recently at the top of the pay scale to replace those steps we never received?

A: Unfortunately, once an employee has reached the top of the scale there is no movement in steps. This would need to come in the form of a COLA. This year there was not funding for a COLA and steps.

Q: Why are we not getting our full step increases?

A: The mid-year step increase is being proposed so that Unit 1 members who experienced a step freeze in the 2011-12 school year can make that up. Both are full step increases, but their effective day is mid-year.

Q: Did the amount of funding for salaries change through the arbitration process? Is the pie slice bigger, smaller or the same?

A: The amount that Anne Arundel County funded did not change from the budget approved by the County Council in June. This was the same amount, \$11.4 million for salary, that was used throughout the arbitration process. During bargaining prior to COVID-19 hitting, revenue projections were higher and AACPS and TAAAC were bargaining under those figures based on what AACPS was including in their request to the County.

Q: Getting back a step requires “no break in service” does that mean during the 10-11-11/12 years OR since then?

A: This would include any breaks in service since the years listed.

Q: Why are some staff members further behind in steps than others?

A: There are factors since 2008 that caused this. One is the reduction in experience credit recognized upon hire to AACPS. In some years, teachers were reduced from 1-3 years. Another was the result of a restructure in the salary scale that moved some employees to a step that did not match the number of their years of experience. And there were five years that step increases were frozen.

Q: Why does the steps and cola start mid-year...what is the rationale?

A: The step will begin mid-year to allow enough funds to be available to include a make-up step for the 2011-12 school year. There is no COLA in this proposed Tentative Agreement.

Q: Explain how funds for salary are accounted for in contract.

Q: Where can TAAAC members see written data on the numbers from negotiations?

A: (See item #3 on “The Numbers” document https://docs.google.com/document/d/1JThwtyPh_rUDyQaz2XyHXzHkJEbizAvom5bG3b0LZTs/edit?usp=sharing)

\$11.4 million for Unit I salaries, 10/29/20 mediation salary agreement:

- i. Mid-year across the board step increase for eligible Unit I members - \$5.5 million (\$11.4 million for an entire year)
- ii. Mid-year recover step - \$1.6 million (\$3.2 million for an entire year)
- iii. Full year salary package cost - \$14.6 million (half year - \$7.3 million)
- iv. \$3.9 million carried forward to offset addition package cost for FY22 – *This salary package has a full-year cost that exceeds the amount allocated for FY21. Because the package will cause the Board to begin FY22 at \$3.2 million above their FY21 allocation, it is necessary to implement the changes at the half-year point and carry \$3.9 million forward to FY22 to offset the additional cost of the full-year salary.*

Q; Does maternity leave or FMLA constitute a break in service?

A; Based upon the criteria of eligibility established last year in Article 3A, a leave of absence is not a reason to deny the recovery step.

What is the estimated dollar value increase to an across the board step increase for Unit 1 going forward due to the very large increase in the provisional scale?

A. It would not impact because it is already budgeted for provisional teacher to move to the regular pay scale.

What is the dollar value associated with one recovery step for those teachers currently 5 steps behind?

A: About \$450,000

What is the total estimated dollar value required to bring all teachers currently 4 and 5 steps behind to 3 steps behind?

A: About \$1.45 million

What is the total estimated dollar value required to bring all teachers 3,4, and 5 steps behind to 2 steps behind?

A: About \$3.4 million

VOTING AND PROCESS

Q: What is the voting process?

A: This year, the vote on the Tentative Agreement will take place electronically. Every member will receive an email with a link to their ballot. A link will also be included on the TAAAC website (www.taaaconline.org). You will need your membership number. The final vote of the entire membership will be the binding vote on the contract. This is a change from last year and approved by the Representative Assembly in our Bylaws. (Article 3-Membership, Section 11. Final ratification of the Negotiated Agreement shall be determined on the basis of an electronic vote by Association members.)

The date of the vote is still being determined by the turnaround that Election America will need to make it "live".

Q; If we vote no on contract, what are the next steps?

A: We will notify the Board and the mediator and demand to go back to the bargaining table. If we are unsuccessful, the dispute will move to the Public Schools Labor Relations Board for final resolution. Due to the fact that the majority of the members are politically appointed by the governor, both our MSEA attorney and the mediator have strongly recommended that we not move the dispute to them. They can impose the last and final offer by the Board, which includes Board proposals that had been previously withdrawn (See document "BOE Proposals that were Withdrawn").

Q: Why should we vote for this?

A: Each TAAAC member has a vote in this contract and must weigh the personal benefits from this. We recognized that any contract, including this one, has pros and cons that benefit or impede members in different ways.

PROVISIONAL SCALE

Q: Could the funds going towards provisional scale have been used to the make a full year step make up for those who are behind?

A: No. The funding for the steps was not impacted by the change in the provisional scale. There was \$11.4 million and that total remained in our bargaining for steps.

Q: Why would we agree to fund provisional teachers and not close the gap for ALL teachers. Bottom line was to equity.

A: Quite simply, it was part of the total package. The Board would not agree to a recovery step without TAAAC agreeing to the change in the provisional scale.

Q: Will current provisional employees get raises to match SPC salaries on equal steps?

A: Members on the provisional scale will match the SPC. However, they cannot advance higher than the fourth step while on a provisional license.

Q: Explain the \$\$ for the provisional teachers. I thought teachers hired in 11/12 school year we're getting make up steps this year

A: When Conditionally Certified teachers are hired, they are budgeted for their placement on the regular pay scale but paid less until they achieve full certification. No funds for Unit I salary enhancements were used for the Provisional Scale adjustments.

Q: How is it promoting equity to pay provisional and apc certified teachers the same rate?

A: The change in the provisional salary scale was a Board proposal. They claim this change was necessary for recruitment. They did not cite equity as a benefit or consequence of their proposal.

Why is there more concern shown for conditional teachers than veteran teachers who have been screwed over for years?

A: The agreement to the provisional scale was included as a compromise to gain a back step for some of our veteran members. We acknowledge it does not reach all of our veteran teachers.

If this contract is voted no, would you say that this provisional pay scale is most likely to be in the Board's final proposal to the Labor Board? Will the provisional scale be addressed in TAAAC's final offer?

A: Yes. A last and final offer includes our proposals, not what the other side proposals. The changes to the provisional scale were from the BOE.

RESIGNATION

Q: Could you clarify the process for a teacher to take a medical leave of absence as a step in resigning?

A: A medical leave of absence and resignation are unrelated. Contact your TAAAC staff representative for further information.

Q: Clarify retiring during the school year.

A: The proposed contract has no impact on retirement. Contact HR for more retirement information.

Q: What is the reasoning behind changing the resignation article?

A: This was a proposal of the Board. They claim that the current language allows for “poaching” by other neighboring jurisdictions.

Q: So if our accommodation request is not approved and we decide to resign are they going to go after our license?

A: Not necessarily. The new language includes the ability to request release from your contract during the school year without penalty for a number of reasons including medical and other compelling reasons.

Q: I see there is a change being made on teachers resigning. Is it possible to leave it the way it is, 30 days notice, no questions?

A: Not if the new language is ratified.

Q: I would like to know how HR can legally reject someone’s resignation.

A: A resignation cannot be rejected. However, if release from the contract is not granted, then the penalties prescribed in the contract can be imposed.

Q: Why would we give up the protection for teachers who need to resign during the year?

A: This was a priority Board proposal. The ability to resign during the school year does still exist in the proposed language.

They can deny and we can fight this but how long does TAAAC expect that to take?

A: The grievance process could take up to a year.

What changed about the 30 days?

A: If ratified, a teacher may no longer resign during the school year with 30-days notice that is not subject to approval.

if someone wishes to resign during the school year, can they do so if they provide a 30-day notice?

A: If the new language is ratified and implemented, there will no longer be a 30-day provision, but resignation is subject to approval.

Can a teacher who is many steps behind switch to another county during the school year if they give 30 days notice?

A: Not if this tentative agreement is ratified

Who gets to decide the compelling reasons?

A: Executive Director of Human Resources, Jessica Cuches

Can provisional teachers be granted outside experience that will start them at step 4?

A: No.

Does the resignation requirement also apply to retirement?

A: Employees have historically been allowed to retire at any point during the calendar year.

Is there a document that outlines "compelling reasons"

A: No

GENERAL QUESTIONS

Q: Can we negotiate a contract for more than a year?

A: Yes, but it requires mutual agreement. The Board has been opposed to multi-year contracts for quite some time.

Q: What was the reasoning behind dismissing non member dues?

A: The discontinuation of collecting fees from non-member Unit 1 employees was the result of the Janus Supreme Court decision.

How many teachers are currently 5 steps behind?

A: Aout 375

What is TAAAC going to do to bring public attention to the significant disparity in teacher pay? Where are the press conferences, rallies, etc.? Parents should know that AACPS is driving out experienced teachers and prioritizing new, uncertified, inexperienced teachers.

A: We are continuing to work to build our alliances with community groups. This will be part of our advocacy moving forward.

If county revenue is higher than projected next year, can the county executive add to the school budget after the school budget is passed only to be used for compensation?

A: Yes, but the funds would need to begin with a budget request from the BOE and travel through the entire budgetary process.

Can TAAAC outline what steps occur if the contract is voted down?

A: We would notify the Board and the arbitrator, and demand to reenter negotiations at the mediation process

Why is it not a priority to bring the teachers who are furthest behind to be equal with other teachers behind? (bringing the 4 and 5 step behind teachers up to 3 steps behind) This would extend an olive branch to those most loyal and most behind and bring unity to the members of the union

A: This was an approach that we brought to the table with our negotiations. The BoE would not move to a place to consider this. We are going to continue to push this in the future.

When hiring a teacher with experience, is the new teacher given pay according to their experience level (step)? If this is so, a teacher who is below in steps leaves but a teacher with equal experience is hired and paid commensurately, doesn't this create an inequity?

A: There is no reduction in experience credit, so new teachers are currently awarded all experience credit up to 20 years.

Can employees be penalized for public advocacy done by our parents, spouses, etc.?

A: No

What do we and MSEA think the labor board would do?

A: The majority of the Public School Labor Relations Board members have been appointed by Gov. Hogan, They are generally not friendly to organized labor, and could award the last and final offer of AACPS. This package contains items such as increases in health insurance, additional mandatory evening activities, elimination of the requirement to seek funding of an annual step increase, etc.

How do members get their membership number required for voting. Will directions for this be clearly explained to all members in advance of the vote?

A: Your membership card, the mailing label on an MSEA or NEA magazine, or call the TAAAC office.

Will the team you negotiate with change for 21-22 now that we have elected some new members to the Board of Ed or is that a different group?

A: The BOE selects their own negotiations team. We have no idea who they will choose for FY22

If we were to vote no, what would be the next steps to return to negotiations?

A: We would notify the Board and the arbitrator, and demand to reenter negotiations at the mediation process

Did you ask for paid teacher coverage? Did you ask for a return for hazard pay? Did you ask for employee internet expenses be paid since we are working remotely and some cannot be in the building due to health? Did you demand that we have transparency in future negotiations??

A: We started with a proposal that sought compensation for covering classes. Proposals were exchanged long before COVID, so hazard pay and internet pay were not relevant. New proposals cannot be introduced after the second negotiations meeting. The Board was not receptive to open negotiations sessions.

Am I correct that TAAAC was advocating that step recovery also apply to those who had come from out of county to AACPS and placed on our scale below their years of experience? Did the board reject this group for step recovery?

A: Yes, TAAAC successfully worked to have the group of employees included in step recovery up until March. No, the Board initially agreed to include this group in the plan prior to the shift in revenue projections, but this changed after March and the new projections.