

AT THE TABLE



A BARGAINING BULLETIN

Greetings TAAAC members,

We are writing to update you about the status of bargaining between TAAAC and AACPS. We have met with AACPS twice since our last update to you. In the first of those meetings, which took place on March 10, we made a counterproposal to AACPS's proposal to place members being investigated for acts that might lead to termination on a no-pay status.

Our proposal would continue to ensure all employees pulled out of the classroom who are being investigated are paid but would have reduced the amount of time that members spend in limbo—and costs to AACPS—while these cases are processed. AACPS did not substantively engage with this counterproposal.

Their team also refused to negotiate about any of our proposals to them, stating again the view of AACPS that our proposals are too numerous. The district's lead negotiator, as you may recall, has taken the position that a "reopener" consists of a limited number of changes to an article—perhaps as few as one change—and that we are limited to one of these in the area of compensation and one in a "wild card" area.

Refusing to negotiate in good faith is an unfair labor practice. As of our March 10 meeting, we had an unfair labor practice complaint to the Maryland Public Employment Relations Board (PERB) pending. Between our March 10 meeting and the one that took place this week, on April 14, PERB chose to defer its jurisdiction over our complaint to the contractual grievance procedure, and ordered an accelerated arbitration of the question of what constitutes a "reopener."

This arbitration has a 45-day clock, which means an arbitral decision will be due no later than May 11. Arbitration is always a gamble—it costs money, takes time, and the outcome is not guaranteed. Recognizing this, the TAAAC negotiating team attempted to create momentum towards agreement in our negotiating session this week. We agreed to the district's proposal on the four-day summer work week; the district accepted our proposal establishing the end-of-marking period grading day as time protected from other forms of work. AACPS withdrew its proposal that employees being investigated in certain circumstances be placed in a no-pay status. We also met the district at a 3% COLA proposal, while retaining all other aspects of our compensation proposal.

If you have gotten to this point and are thinking "It sounds like both sides made some movement; maybe we're getting somewhere!" you're not alone—it was our hope that this movement would result in AACPS being willing to engage on the substantive issues in our two remaining proposals (one on compensation and one "wild card.")

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Unfortunately, this did not occur; instead, the Board's lead negotiator stated again her view that a "reopener" must be limited to only a few words or a single topic within an article. Negotiation ended here.

Since then, we have been helping our MSEA attorney to compile the lengthy record of past TAAAC/AACPS negotiations in which "reopener" has been interpreted by both parties to mean the reopening of entire articles, not of only a few words or a single topic. We have a next negotiation date scheduled for April 29.

As you will note, the arbitration will not have occurred by that date. It would be helpful for members of the Board of Education to hear from you in the meanwhile that you would like the district to continue its past practice of engaging on the substance of our proposals, vs. engaging in fruitless semantic dispute—had the district's lead negotiator been willing to negotiate on the issues, we would probably be finished with this contract already. You can email members of the Board by clicking [\[HERE\]](#).

Yours in solidarity,
The TAAAC Bargaining Team

PS. We also want to note a personnel change on our team—Juanita Howard, who is one of our MSEA UniServ directors and who has been serving ably as our lead negotiator, is out on leave, so our Executive Director, Alyssa Picard, has taken her place at the table.