



January 19, 2021
LeighAnn Blackmore
Director, Labor Relations
Orange County Public Schools
445 West Amelia Street
Orlando, Florida 32801

RE: Grievance #C-021-004 / Orange County Classroom Teachers Association

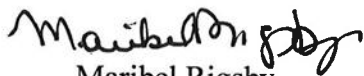
Dear Ms. Blackmore,

Pursuant to Article III, Section C.3. of the Master Contract between the Orange County Classroom Teachers Association and the School Board of Orange County, the enclosed **grievance is being sent to Step 3 for Issue Resolution.**

The grievant is represented by Orange County Classroom Teachers Association, and copies of all decisions and all notices of meetings should be forwarded as below:

Orange County Classroom Teachers Association
1020 Webster Avenue
Orlando, Florida 32804

Sincerely,


Maribel Rigsby

1020 Webster Avenue
Orlando, Florida 32804
Office: (407) 298-0756 Fax: (407) 290-8799
www.orangecta.com

GRIEVANCE

REGISTER NUMBER: C – 021 - 004

ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION (OCCTA)
SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

The parties agree to use the following form to resolve disputes in good faith.

NAME: Orange County Classroom Teachers Association HOME PHONE: 407- 298 - 0756

IMMEDIATE SUPERVISOR: _____ WORK LOCATION: _____

OCCTA CONTACT: Maribel Rigsby

DATE OF VIOLATION: 01/14/2021

DATE OF STEP 1 MEETING: N/A

DATE OF STEP 1 RESPONSE: N/A

ATTACH A STATEMENT CONTAINING THE FOLLOWING:

1. Statement of the facts upon which the grievance is based:
2. A reference to the specific section(s) of the Contract allegedly violated
3. An explanation as to how the employee believes each cited section was violated
4. A suggested remedy by the employee

STEP 2: SIGNATURE OF GRIEVANT

SIGNATURE: M.R. on behalf of OCCTA

DATE: 01/16/2021

STEP 2: RESPONSE BY IMMEDIATE SUPERVISOR

DENIED: N/A GRANTED: N/A REASON: Sent to Step 3

SIGNATURE: _____ N/A DATE: _____ N/A

STEP 3: RESPONSE BY SUPERINTENDENT OR DESIGNEE

DENIED _____ GRANTED _____ REASON: _____

SIGNATURE: _____ DATE: _____

STEP 4: ASSOCIATION DECISION RE: APPEAL TO MEDIATION

- () ACCEPT SUPT. / DESIGNEE'S RESPONSE
- () WAIVE APPEAL WITH PREJUDICE
- () APPEAL TO MEDIATION
- () MOVE DIRECTLY TO STEP 5

FOR THE ASSOCIATION: _____

STEP 5: ASSOCIATION DECISION RE: APPEAL TO ARBITRATION

- () ACCEPT MEDIATION DECISION
- () WAIVE APPEAL WITH PREJUDICE
- () APPEAL TO ARBITRATION

FOR THE ASSOCIATION: _____

Orange County Classroom Teachers Association

Statement of Facts

The Orange County Classroom Teachers Association (OCCTA) and The School Board of Orange County, Florida (SBOC) signed a Memorandum of Understanding (MOU) on December 8, 2020 related to safely reopening schools for the 2020 – 2021 School Year. On the MOU the parties agree as follow:

“The COVID-19 Health and Safety Procedures Manual version 11.0 (effective November 6, 2020) is hereby adopted and incorporated to this MOU as if fully set forth herein. In the event of a conflict between this Memorandum of Understanding and the COVID-19 Health and Safety Procedures Manual, this Memorandum of Understanding shall prevail. The parties understand the COVID-19 Health and Safety Procedures Manual may be amended as needed for legitimate operational needs by the School Board. The OCCTA will be given prior notice for a meet and confer opportunity. The OCCTA will have ten (10) days for input prior to any amendment to the Health and Safety Procedures Manual through the contractual Joint Safety Committee, established in the CBA, Article II, M(6)(b)(2)..”

During the first Safety Committee meeting on December 10, 2020 Mrs. Wendy Doromal, OCCTA president, mentioned the Union had 10 days to confer according to the MOU. Ms. Blackmore stated OCCTA had 10 days to confer but doesn't mean the SBOC has to accept the suggestions. OCCTA continued to follow provisions established in the MOU even though SBOC was showing signs of not wanting to follow the agreement.

On Wednesday, December 16, 2020, LeighAnn Blackmore, Director of Labor Relations for Orange County Public Schools sent an email to members of the Joint Safety Committee. The email included an attachment with a summary of the changes to the Health and Safety Procedures Manual reviewed during the committee meeting on December 10, 2020. Ms. Blackmore gave the parties until Monday, December 21, 2020 to provide input. The MOU does not mention the 10 days as being calendar days and the district did not contact OCCTA to clarify. OCCTA was due to give input on January 12, 2021 if duty days are used. Duty days are used throughout the contract between OCCTA and SBOC. Also, SBOC did not express their intentions of reducing the quarantine period from 14 to 10. days.

OCCTA received an email on Tuesday, January 05, 2021 from Ms. Blackmore. According to the email, the revisions to the COVID-19 Health and Safety Procedures Manual “reflect the change in quarantine period as prescribed by DOH”. As established on the MOU, OCCTA had ten (10) days for input prior to any amendment to the Manual. OCCTA was denied the ability to confer. At the Thursday, January 14, 2021 Safety Committee Meeting, OCCTA presented oral and written opposition to the change. However, during that same Joint Safety Committee meeting, OCCTA learned that the reduction of quarantine days from a 14-day period to a 10-day period were already put in place by the District.

When signing the MOU and up to the beginning of January SBOC did not show any intention of changing the quarantine period from from 14 to 10 days.

The SBOC failed to honor the Memorandum of Understanding. Since the alternative quarantine option of 10 days was not announced before signing the MOU, OCCTA believes it may have been misled into signing an MOU that SBOC did not intend to follow. This grievance seeks a remedy on behalf of all affected certified non-administrative personnel that are part of the OCCTA bargaining unit.

Contract Provisions Violated

Article I. Recognition

- A. The Board hereby recognizes and acknowledges the Orange County Classroom Teachers Association, Inc., as the exclusive bargaining agent and agrees to negotiate with the Association's designated representative pursuant to the provisions of Chapter 447, Florida Statutes, for all certified non-administrative personnel as defined herein including employees on Board-approved leave of absence.

The SBOC violated contract articles including but not limited to Article I.A when it failed to honor the Memorandum of Understanding by not providing OCCTA with 10 calendar days to provide input for proposed changes to the COVID-19 Health and Safety Procedures Manual before implementing the new provisions.

Article II. Negotiations Procedures

- J. During the term of this Contract the Association and the Board recognize that events may arise which require a mutual interpretation or modification of this Contract that does not constitute a substantive change in employees' salaries or benefits. Under these circumstances, the parties are authorized to enter into a settlement agreement or memorandum of understanding expressing these interpretations or modifications. If such are entered into during the term of this Contract, they will remain in effect until expiration of the Contract, until superseded by the Contract, or until mutually withdrawn by the parties.

The SBOC violated contract articles including but not limited to Article II.J when it failed to honor the Memorandum of Understanding by not providing OCCTA with 10 calendar days to provide input for proposed changes to the COVID-19 Health and Safety Procedures Manual before implementing the new provisions.

Article XXI. Management Rights

The Board, on its own behalf and on behalf of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Florida and the United States except as modified by the specific terms and provisions of this Contract.

The SBOC violated contract articles including but not limited to Article XXI when it failed to honor the Memorandum of Understanding by not providing OCCTA with 10 calendar days to provide input for proposed changes to the COVID-19 Health and Safety Procedures Manual before implementing the new provisions.

Memorandum of Understanding

The COVID-19 Health and Safety Procedures Manual version 11.0 (effective November 6, 2020) is hereby adopted and incorporated to this MOU as if fully set forth herein. In the event of a conflict between this Memorandum of Understanding and the COVID-19 Health and Safety Procedures Manual, this Memorandum of Understanding shall prevail. The parties understand the COVID-19 Health and Safety Procedures Manual may be amended as needed for legitimate operational needs by the School Board. The OCCTA will be given prior notice for a meet and confer opportunity. The OCCTA will have ten (10) days for input prior to any amendment to the Health and Safety Procedures Manual through the contractual Joint Safety Committee, established in the CBA, Article II, M(6)(b)(2).

The SBOC violated the Memorandum of Understanding when it failed to honor the Memorandum of Understanding by not providing OCCTA with 10 calendar days to provide input for proposed changes to the COVID-19 Health and Safety Procedures Manual before implementing the new provisions.

Remedy Sought

- Provide OCCTA with 10 duty days for input prior to any amendment to the Health and Safety Procedures Manual before instituting any changes to policies and/or procedures.
- SBOC will return sick/personal paid leave days used by any employee of OCCTA bargaining unit affected by the change in quarantine days.
- SBOC will reimburse any employee of OCCTA bargaining unit that took unpaid leave days as result of the change in quarantine days.
- Enforce the MOU language.
- Reimburse OCCTA for hours spent on research and preparation of position regarding proposed changes to the quarantine period.
- Any other remedy deemed appropriate to make certified non-administrative personnel that are part of the OCCTA bargaining unit whole.