

HEALTH & SAFETY IMPASSE PRESENTATION

*ORANGE COUNTY CLASSROOM
TEACHERS ASSOCIATION*

January 26, 2022



**Can the Board change the COVID-19 Health & Safety Manual to negate the MOU at any time
—*rendering the complete MOU meaningless?***

Safety Promises Must be Kept

- Provide **adequate PPE**, including face coverings
- **Routine cleaning**
- Reasonable efforts to ensure **social distancing**
- **Visitors must comply** with safety protocols
- **Informing employees** when there is a positive case
- **Cleaning areas** used by a person who tests positive
- Teachers allowed to have **air purifiers**
- Providing the **option to attend meetings virtually**

The health and safety of teachers is critical and is a mandatory subject of bargaining.

- The District has an obligation to bargain about health and safety conditions since they are terms and conditions of employment.¹
- *Health and safety of teachers is a significant term and condition of employment. The parties are under a duty to bargain which compels a duty of good faith.*

¹ See City of Cocoa, 14 FPER ¶ 19311; see also City of Boca Raton, 12 FPER ¶ 17051; See also Holyoke Water Power Co., 273 NLRB No. 168 (1985).

The Board cannot insist that OCPS can change the health and safety MOU at any time.

“The Commission and courts have consistently held that a legislative body may not impose a waiver of a union’s right to bargain over mandatory subjects of bargaining, that is, wages, hours, or terms and conditions of employment.”
City of Gainesville, 46 FPER ¶ 169.¹

¹ See also e.g., *City of Cocoa*, 18 FPER ¶ 23235 (1992); see also *City of Ocala*, 18 FPER ¶ 23171 (1992); see also *City of Gainesville*, 22 FPER ¶ 27258.

The District is asking this Board to commit an unfair labor practice.

- The District is asking this Board to impose language which permits the District to amend its COVID-19 manual at any time and in any manner, even if the amendment conflicts with the MOU's terms regarding Health and Safety.
- *The District's position, which would permit the unilateral modification of mandatory subjects of bargaining, is unlawful. The Board cannot impose such a waiver of the Union's rights.*

This Board has approved the same
language the Union is again proposing.
(12/8/20).

2020-2021 School Year MOU	<p>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 OCCT A 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).</p>
Summer 2021 MOU	<p>The COVID-19 Health and Safety Procedures Manual latest version as of the date of execution of this agreement, 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 OCCT A 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).</p>
Union's Position: SAME AS BEFORE	<p>The COVID-19 Health and Safety Procedures Manual latest version as of the date of execution of this agreement, 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 five (5) days for input prior to any amendment to the Health and Safety Procedures Manual.</p>
District's Position: CHANGING PRIOR BOARD APPROVAL	<p>The COVID-19 Health and Safety Procedures Manual latest version as of the date of execution of this agreement, 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, the COVID-19 Health and Safety Procedures Manual 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 five (5) days for input prior to any amendment to the Health and Safety Procedures Manual.</p>

The refusal to give educators enforceable rights
undermines health and safety of our schools.



Leading Orange County Pediatrician supports enforceability

Dr. Candice Jones, M.D.

We know that *when you follow* this multi-layered approach, school is safer and school is less likely to be disrupted, exposures are less likely from the community, and *so we need to have protocols, but we also need to follow them.* Tr. 143:21-25.

VOICES OF YOUR EDUCATORS

- Wendy Doromal, OCCTA President
- Clinton McCracken, OCPS Teacher

“There is no social distancing happening. . . An assembly in the auditorium was filled with hundreds of kids all packed together with no regard for the pandemic.”

“There isn’t social distancing at this school. I feel like it isn’t even a consideration.”

“There are no preventatives in place. No quarantines, no phone calls, cases not being reported it’s craziness.”

“Some of us have 50+ in one room. It’s a free for all COVID jungle.”

“I have received absolutely no PPE or cleaning supplies for me or children from my school and it has never been offered.”

“PPE has not been provided as it was last year.”

“No PPE was disseminated this school year and the large container of hand sanitizer was removed from my classroom, as well as a package of disposable masks.”

“I haven’t received PPE since the beginning of the year”

“We are given nothing as the teachers, we have expired wipes with mold, no hand sanitizer, and the cloth mask (only for students) are way to big for them.”

“I have to clean my own room after school. Toilets, floors, tables, everything. If we don’t take out our garbage and do these things, then it doesn’t happen.”

“I have had multiple students test positive and my classroom hasn't been cleaned in over a month.”

“Teachers have passed away this year from Covid-19 & it is ridiculous that we do not have the option to at least have virtual meetings.”

VOICES OF YOUR PARENTS AND EDUCATORS

- Jen Cousins, OCPS Parent
- John Martinez, OCPS Parent and Teacher

This Board must let teachers enforce
health and safety rights

- The District's proposal gives teachers no enforceable rights.
- The District's proposal is not in the best interest of the public.
- This District's proposal is unlawful.
- OCCTA respectfully asks that this MOU be enforceable like the others. The District's proposal must be rejected.

