



Looking at COVID MOA Language

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What is ERNN?

ERNN – The ***Employee Relations and Negotiations Network***, is an independent, WASA affiliated organization that was established in 1992. Our members are Districts throughout the State of Washington that have joined together to learn from each other, share information and be more connected regarding collective bargaining.



A union proposal...

The following pages takes some actual language samples from the union's initial proposal and discusses some impacts and/options for a response.

Language to Avoid - #1

Union Proposed Language:

“Whereas the Sample Education Association has serious reservations about the safety and feasibility of opening school buildings in August and;”

Possible District counter:

Whereas the parties have concerns about the safety and feasibility of opening schools for any form of “in-person” instruction, and;

Language to Avoid - #2

Union Proposed Language:

...[OSPI]...has issued requirements for the 2020-2021 school year that substantially affect the wages, hours, and working conditions of all Associations' bargaining unit members;

District counter:

Do Not Accept – they are setting you up that everything is change to the “status quo”

Language to Avoid - #3

Union Proposed Language:

“The Association and the District will collaborate to ensure that the Continuous Learning 2.0 plan prioritizes the needs of traditionally marginalized students first, and the Association may demand to bargain over impacts to members’ wages, hours, and working conditions, as well as Association concerns regarding the equity of the plan’s impacts on these students.”

District counter:

Do Not Accept – a worthy goal, but not a mandatory subject of bargaining.

Language to Avoid - #4

Union Proposed Language:

“No certificated employees will perform or assist with morning/arrival health screenings.”

Possible District counter:

“Except in emergency situations, certificated employees will not perform or assist with morning/arrival health screenings.”

**remember – exigent circumstances*

Language to Avoid - #5

Union Proposed Language:

“Classified employees who assist with morning/arrival health screenings shall not be assigned students for at least twenty (20) minutes after the health screenings end to allow time for decontamination.”

District counter:

Do Not Accept – This is language addressing another union, does not belong in a teacher’s union MOA.

Language to Avoid - #6

Union Proposed Language:

“Students and staff who display any COVID-19 symptoms shall be immediately excluded from the classroom setting, regardless of testing status.”

District counter:

Do Not Accept – 1) You may have Board Policy 3414 that covers students, and there probably isn’t a change in your discipline policy from the status quo; and 2) if you exclude a teacher, what kind of leave will they get? – Your cost?

Language to Avoid - #6a

Another example of Union Proposed Language:

“Employees who are exposed to COVID-19 shall be granted full paid release time while waiting for the results of related COVID-19 testing, or if ordered by a healthcare professional or District administrator to quarantine as a result of a potential exposure.

- 1. If the source of infection is undetermined, it is assumed to have occurred at work.*
- 2. The District shall grant at least fourteen (14) additional days of paid leave for any employee who is experiencing COVID-19 symptoms, and will grant additional paid leave for any employee who has a confirmed case of COVID-19 throughout the duration of their recovery.*

Language to Avoid - #7

Union Proposed Language:

“In the event a student willfully and knowingly violates safety protocols towards an employee in a manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on the employee), the student in violation will immediately be subject to discipline and/or suspension as appropriate. The employee will be placed on paid release time while being tested for COVID-19 and while awaiting the results. The District shall pay for COVID-19 testing in these instances. In the event the employee tests positive for COVID-19 after such an incident, the District shall provide paid leave for the duration of the employee’s illness, and shall pay for all out-of-pocket expenses related to COVID-19 medical care.”

Language to Avoid - #8

Union Proposed Language:

“The Association will be given at least two paid hours on the first contracted workday to review the contents of this MOA with their respective members. The Association will be granted two additional paid hours prior to the first in-person school day.”

District counter:

Do Not Accept – Not required. Give them time outside of work hours. This language could become part of every agreement from this point on.

Bargaining Strategy

ERNN's draft strategy:

- * Only bargain an MOA for the start of school for a full remote model if that is your district's plan.
- * After the start of school, continue collaborative discussions about protocols for when students are allowed back in the classroom.
- * In other words: "Let's get school open and worry about when students come back later. It may be quite some time yet..."

Don't worry...:

Everything will change
tomorrow!



Please help others!

- * Please send me a copy of their proposed MOA or your finalized MOA to warren@ernn.com

With your permission, I will post these on the ERNN website under “Members only” as a resource to other districts.

Please call anytime!

Thank you!

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