

AGREEMENT  
BETWEEN THE  
BOARD OF EDUCATION OF THE CITY OF CHICAGO  
AND THE  
PUBLIC SERVICE EMPLOYEES UNION

LOCAL NO. 46 SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

Agreement made and entered into on .., nineteen hundred and ninety, by and between the Board of Education of the City of Chicago (hereinafter referred to as the BOARD) and the Public Service Employees Union, Local 46, Service Employees International Union, AFL-CIO (hereinafter referred to as the UNION).

PREAMBLE

The BOARD and the UNION recognize that they have a common responsibility to work together toward the achievement of quality education. The attainment of this objective requires mutual cooperation between both parties and all members of staff.

It is recognized by the parties that the success of the educational program depends on the maximum utilization of support staff who are always cooperatively working for the maximum achievement of effective programs of education.

It is the intent that this joint effort will contribute in significant measure to the advancement of public education in the City of Chicago.

It is the intent of both parties that all discussions and conferences growing out of this Agreement be held in an atmosphere of good faith, confidence, and mutual respect.

The UNION also agrees to work cooperatively with the BOARD to insure equal employment opportunities in all aspects of the BOARD's personnel policies.

ARTICLE 1 - RECOGNITION

1-1. The BOARD recognizes the UNION as the sole and exclusive bargaining representative for the following job title classifications: School Monitor Trainee (0480); Material Inspector (1535); Stockhandler (1805); Storekeeper (1811); Senior Store-keeper (1813); Principal Storekeeper (1815); School Matron (2610); Child Welfare Attendant (3608); Head Welfare Attendant (3609); Custodial Worker (4223); Factor Custodial Worker (4224); Custodial Worker Assistant (4245); Watchman (4265); Piano Tuner (6788); Foreman-Piano Tuner (6789); Emergency Control Operator (7105); Playground Attendant (7805); Head Playground Attendant (7806); Playground Laborer (7862); School Bus Aide (2533).

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1-2. The terms of this Agreement shall not apply where inconsistent with constitutional, statutory, or other legal provisions. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such cases, all other provisions of this Agreement shall remain in effect.

Nothing contained in this Agreement shall be construed to deny to any bargaining unit member or to the BOARD the right to resort to legal proceedings. No decision on or adjustment of a grievance shall be contrary to any provision of this Agreement.

1-3. The BOARD shall deduct from the pay of each bargaining unit member from whom it received a written authorization to do so the required amount of fees for the payment of initiation fees and UNION dues. Such deductions, accompanied by a list of persons from whom they have been deducted and the amount deducted from each, and by a list of persons who had authorized deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the UNION office no later than ten (10) school days after such deductions were made. Said written authorization shall be submitted upon forms approved by the General Superintendent of Schools.

Any bargaining unit member may terminate the dues check-off by submitting written notice to the Office of Voluntary Deductions. The Office of Voluntary Deductions shall notify the UNION of this termination.

- 1-4. a) All full-time employees covered by this Agreement who are not members of the UNION, commencing on the effective date of this modification to this Agreement, or sixty (60) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the UNION, shall pay to the UNION each month their fair share of the costs of the services rendered by the UNION that are chargeable to non-members under state and federal law.
- b) Such fair share payment by non-members shall be deducted by the BOARD from the earnings of the non-members full-time employees and remitted to the UNION, provided, however, that the UNION shall submit to the BOARD an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the UNION, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were included and excluded in determining the fair share.
- c) Upon receipt of said affidavit the BOARD shall cooperate with the UNION to ascertain the names of all full-time employee non-members of the UNION from whose earnings the fair share payments shall be deducted and their work locations.
- d) The UNION shall prepare a notice containing the fair share fee information specified in section b) above, and advising that any

non-member may object to the amount of the fee: 1) through the UNION's internal appeal procedure, culminating in arbitration, by sending a letter to the UNION president by certified or registered mail or by delivery to the UNION office, at any time after the notice but within sixty (60) days after the first salary payment of the school year from which his/her fair share fee has been deducted, 2) by filing an unfair labor practice charge against the UNION with the Illinois Educational Labor Relations Board and serving a copy of the charge on the UNION, as provided in the Rules of the Labor Board, or 3) by taking any other action available to them at law.

The notice shall set forth the address and telephone number of the UNION and the manner in which such employees may obtain a copy of the UNION's internal appeal procedure and the address and telephone number of the Labor Board.

- e) The UNION shall distribute the notice described in subsection d) by: 1) posting it and the Union Internal Review Procedure, and 2) providing business agents and steward with copies of the notice for distribution to employees identified pursuant to subsection c), and 3) publishing the appeal procedure.
- f) A copy of the UNION internal appeal procedure culminating in arbitration of any objector's claim shall be supplied to the BOARD. The UNION shall advise the BOARD of any subsequent changes therein.
- g) Upon the UNION's receipt of notice of an objector's invocation of either procedure described above, the UNION shall deposit in an escrow account, separate from all other UNION funds, the amount of fee payments received on behalf of an objector or objectors that is fairly placed at issue by the objection(s) but not less than 33% of the fair share fee. The UNION shall furnish objectors and the BOARD with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the UNION's control until the final disposition as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the UNION and an objector or group of objectors.

- h) If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the UNION, the UNION shall promptly adopt said determination and notify the BOARD to reduce deductions from the earnings of non-members to said prescribed amount.
- i) The UNION shall indemnify and hold harmless the BOARD, its members, officers, agents and employees from and against any and all

claims, demands, actions, complaints, suits, legal costs, attorney fees, arbitration costs and/or other forms of liability that shall arise out of or by reason of action taken by the BOARD for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

- j) The rights on non-association of employees based upon bonafide religious tenets or teaching of a church or religious body of which such employees are members are safeguarded. Such employees shall pay an amount equal to their proportionate share determined under a proportionate share agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the exclusive representative to which such employees would otherwise pay such fee. If the affected employees and the exclusive representative are unable to reach an agreement on the matter, an organization shall be chosen from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board.

1-5. Effective October 1, 1990, and every month thereafter, the BOARD will furnish the UNION, with the name, job title, and work location of any new full-time employee who becomes a member of the bargaining unit pursuant to Article 1-1 of this Agreement.

1-6. The UNION shall be allocated space in each department or school, in a place readily accessible to and normally frequented by members of the bargaining unit, to post only official notices and other official materials related to UNION activities. The UNION steward shall have the responsibility for posting all materials in the department or school. All posted materials shall be under official UNION letterhead or bear the signature of the UNION president or the UNION steward.

1-7. The BOARD will furnish the UNION with job descriptions of all job titles represented by the UNION.

## ARTICLE 2 - FAIR PRACTICES

2-1. In accordance with the laws of the United States and the State of Illinois and the established policies and practices of the BOARD and the UNION, there shall be no discrimination against any bargaining unit member on the basis of race, creed, color, age, sex, national origin, marital status or membership or participation in, or association with the activities of the UNION.

2-2. Stewards who participate in the process of resolving complaints in the manner indicated herein shall not be subject to discrimination for such action. No steward shall leave his work or work location or interfere with the work of another employee without first having obtained the express approval of the immediate supervisor.

On or before September 1st of each year, the UNION shall furnish to the BOARD (through the Office of Employee Relations) the official list of stewards and their current work location.

Any change in stewards shall be reported to the Office of Employee Relations in writing, as soon as possible after the change has been effected.

The UNION shall, in writing, provide the BOARD with a list of its stewards, their work locations, and area of responsibility, on an annual basis. Whenever changes are made, a new list shall be sent to the BOARD.

A union steward is a Board of Education employee who is either selected by the Union President or elected by their co-workers. The stewards responsibilities should be determined by the UNION for the purpose of assisting bargaining unit employees from their areas of jurisdiction in processing grievances in accordance with the terms and procedures of the Agreement. The union steward or union representative shall have reasonable access to all official files and/or records, legally permissible, regarding any bargaining unit employee when so designated, in writing, by the bargaining unit employee involved.

2-3. Subject to the safe and efficient operation of the BOARD, consideration will be given to granting vacation time to bargaining unit employees desiring to attend conventions and/or meetings concerning internal UNION matters.

### ARTICLE 3 - GRIEVANCE PROCEDURE

Definition: A grievance shall be defined as an alleged violation, misinterpretation or misapplication of this Agreement.

#### 3-1. Adjustment of Grievances - Local Level

3-1.1. A sincere attempt shall be made to resolve any difference by oral interview between the grievant or grievants or the UNION and the engineer custodian in-charge before the difference becomes formalized as a grievance.

3-1.2. A grievant or the UNION may present a grievance in writing to the engineer custodian in-charge within fifteen (15) working days following the act or condition which is the basis of the grievance. If two or more grievants have the same grievance, a joint grievance may be presented and processed as a single grievance at this and succeeding steps of this grievance procedure.

3-1.3. Upon receipt of the grievance, the engineer custodian in-charge shall arrange for a conference within ten (10) working days after receipt of the grievance. The engineer custodian in-charge shall notify, in writing, each grievant, the UNION, and any other parties involved in the grievance at least two (2) working days prior to the conference.

3-1.4. The grievant may be heard personally and may request representation by the UNION president or his designee.

3-1.5. The engineer custodian in-charge shall render a decision and communicate it in writing to each grievant, the UNION, the district supervising engineer, director of the Department of Facilities, and the General Superintendent (through the Office of Employee Relations) within ten (10) working days after the completion of the conference.

### 3-2. Appeal - District Supervising Engineer

3-2.1. Within ten (10) working days after receipt of the decision of the engineer custodian in-charge, the grievant or UNION may appeal to the appropriate district supervising engineer. The appeal shall be in writing and shall set forth specifically the act, condition, and grounds on which the appeal is based and shall include a copy of the grievance and any decision rendered. A copy of the appeal shall be sent to the district supervising engineer and engineer custodian in-charge.

3-2.2. Upon receipt of the appeal, the district supervising engineer shall arrange for a conference within ten (10) working days thereafter. The grievant, the UNION, and all concerned parties shall be notified in writing at least two (2) working days prior to the conference. The supervising engineer shall render a decision and communicate it in writing to each grievant, the UNION, the engineer custodian in-charge, the director of the Department of Facilities, and the General Superintendent (through the Office of Employee Relations) within ten (10) working days after the completion of the conference.

### 3-3. Appeal - Director of the Department of Facilities

3-3.1. Within ten (10) working days after receipt of the decision of the district supervising engineer, the grievant or the UNION may appeal to the Director of the Department of Facilities from the decision rendered by the district supervising engineer. The appeal shall be in writing and shall set forth specifically the act, condition, and grounds on which the appeal is based and shall include the grievance and a copy of any decision rendered. A copy of the appeal shall be sent to the district supervising engineer and engineer custodian in-charge.

3-3.2. Upon receipt of the appeal, the director of the Department of Facilities shall arrange for a conference within ten (10) working days thereafter. The grievant, the UNION, and all concerned parties shall be notified in writing at least two (2) working days prior to the conference. The director of the Department of Facilities shall render a decision and shall communicate it in writing to each grievant, the UNION, the district supervising engineer, the engineer custodian in-charge and the General Superintendent (through the Office of Employee Relations) within ten (10) working days after the completion of the conference.

### 3-4. Appeal - General Superintendent of Schools

3-4.1. Within ten (10) working days after receipt of the decision to the director of the Department of Facilities, the grievant or the UNION, may appeal to the General Superintendent of Schools (through the Office of Employee Relations) from the decision rendered by the Director of the Department of Facilities. The appeal shall be in writing and shall set forth specifically the act, condition, and the grounds on which the appeal is based and shall include a copy of the grievance and all decisions rendered. A copy of the appeal shall be sent to the director of the Department of Facilities, the district supervising engineer, and the engineer custodian in-charge.

3-4.2. The General Superintendent of Schools, or his designated representative shall meet with the parties concerned within fifteen (15) working

days after receipt of the appeal request. He shall notify the parties concerned in writing at least two (2) working days prior to the conference. Within ten (10) working days after the conference, the General Superintendent of Schools shall render a written decision which shall be forwarded to each grievant, the UNION, the director of the Department of Facilities, the district supervising engineer, and the engineer custodian in-charge.

### 3-5. Arbitration

3-5.1. Within ten (10) working days, the UNION only may appeal from the decision of the General Superintendent of Schools under paragraph 3-5 above to the Federal Mediation and Conciliation Service for arbitration under its rules of any grievance which alleges that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. The arbitrator shall hold a hearing within twenty (20) days of his appointment. Five days' notice will be given to all parties of the time and place of the hearing. Within twenty (20) days after completion of the hearing, the arbitrator shall render his decision. The decision shall be final and binding on the parties. The cost of the arbitrator shall be shared equally by the parties.

In reaching his decision, the arbitrator shall have no power or jurisdiction to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The arbitrator's power shall be limited to deciding whether the party has violated, misinterpreted or misapplied any of the terms of this Agreement.

### 3-6. Procedures for Grievances Not Under the Jurisdiction of the Engineer Custodian In-Charge

3-6.1. The grievant or the UNION shall submit any such grievance in writing to the Office of Employee Relations within fifteen (15) working days following the act or condition which is the basis for the grievance. The Office of Employee Relations shall investigate the grievance and communicate a written decision within ten (10) working days after receipt of the grievance to the grievant and the UNION.

3-6.2. Within ten (10) working days after receipt of the decision of the Office of Employee Relations, the grievant or the UNION may appeal said decision to the General Superintendent of Schools (through the Office of Employee Relations). The appeal shall be in writing and shall set forth specifically the act, condition, and grounds on which the appeal is based and shall include a copy of the original grievance and all decisions rendered.

3-6.3. The General Superintendent of Schools, or his designated representative, shall meet with the concerned parties, who will be given two (2) working days' notice of the conference, within fifteen (15) working days after receipt of the appeal request. Within ten (10) working days after this conference, the General Superintendent of Schools shall render a written decision which shall be forwarded to each grievant and the UNION. The decision of the General Superintendent of Schools may be appealed to arbitration under the provisions of Article 3-5.

### 3-7. General Grievance Provisions

3-7.1. The resolution of all grievances shall be in accordance with the procedures which are part of this Agreement. If the grievant fails to appear at a scheduled grievance conference and fails to appear at another grievance conference scheduled at the grievant's or UNION's request, the grievance shall be considered resolved.

3-7.2. The attendance or presence at any grievance conference of any person who is not a party to the grievance, a necessary witness, or a necessary administrative staff member, shall not be permitted.

3-7.3. All grievances shall be processed confidentially. Neither the complainant or the UNION shall reveal information nor make any statement concerning the grievance to any person not a party to the grievance while the grievance is being processed.

3-7.4. Failure to communicate a decision in writing concerning a grievance within the specified time shall permit it to be advanced to the next higher step. Additional time at a specified step of this procedure may be granted by mutual agreement between the parties.

3-7.5. This Agreement shall not prevent any member of the bargaining unit from presenting a grievance or appeal on his own behalf.

3-7.6. Once a grievance has been filed, the grievance may not be altered except to add factual information relating to the grievance and the grievant may delete items from the grievance.

3-7.7. Upon written application by the President of the UNION to the director of the Department of Facilities, the UNION president or his designee may be allowed reasonable time to investigate a specific grievance of a member of the bargaining unit.

3-7.8. All decisions below the level of the General Superintendent of Schools shall be subject to review and reconsideration by the General Superintendent.

#### ARTICLE 4 - COMPLAINT PROCEDURE

Definition: A complaint is an allegation that the complainant or complainants have been subject to unfair or inequitable treatment concerning wages, hours, or working conditions.

##### 4-1. Adjustment of Complaints - Local Level

4-1.1. The complainant or complainants must orally notify the engineer custodian in-charge within five (5) working days of the event which gave rise to the complaint.

4-1.2. The engineer custodian in-charge shall meet within three (3) working days thereafter to discuss the complaint with the complainant or complainants.

4-1.3. The engineer custodian in-charge shall render an oral decision to the complainant or complainants within two (2) working days after said meeting.

4-1.4. If the complainant or complainants do not accept the oral decision of the engineer custodian in-charge, a formal written complaint may be filed by the complainant, complainants, or UNION with the engineer custodian in-charge within eleven (11) working days after the event which gave rise to this complaint. Said written complaint shall outline the alleged unfair or inequitable treatment in terms of the specific policies of the Board of Education.

4-1.5. Within five (5) working days after receipt of the written complaint, the engineer custodian in-charge shall conduct a conference with the complainant or complainants or the UNION. The engineer custodian in-charge shall notify all parties of the date, time, and location of the conference at least two (2) working days prior to the conference.

4-1.6. The complainant or complainants may be heard personally and may request representation by the UNION president or his designee.

4-1.7. The engineer custodian in-charge shall render a written decision to each complainant, the UNION, the District Supervising Engineer, the director of the Department of Facilities, and the General Superintendent (through the Office of Employee Relations), within three (3) working days after the conference.

#### 4-2. Appeal - District Supervising Engineer

4-2.1. Any complainant or the UNION may appeal the decision of the engineer custodian in-charge to the appropriate district supervising engineer within five (5) working days after receipt. The appeal shall be in writing and shall set forth the grounds for the appeal and shall include a copy of the original complaint and the decision rendered by the engineer custodian in-charge. A copy of the appeal shall be sent to the engineer custodian in-charge within ten (10) working days after receipt of the appeal request.

4-2.2. Within five (5) working days after receipt of the appeal request, the district supervising engineer shall conduct a conference which shall include each complainant, the UNION, and the engineer custodian in-charge. The district supervising engineer shall notify all concerned parties of the date, time, and location of the conference at least two (2) working days prior to the conference. Within three (3) working days after the conference, the district supervising engineer shall render a written decision to each complainant, the UNION, the engineer custodian in-charge, the Director of the Department of Facilities and the General Superintendent of Schools (through the Office of Employee Relations).

#### 4-3. Appeal - Director of the Department of Facilities

4-3.1. Any complainant or the UNION may appeal the decision of the district supervising engineer to the Director of the Department of Facilities within five (5) working days after receipt. The appeal shall be in writing and shall set forth the grounds for the appeal and shall include a copy of the original complaint and any written decision rendered. A copy of the appeal request shall be sent to the district supervising engineer and the engineer custodian in-charge.

4-3.2. Within five (5) working days after receipt of the appeal request, the director of the Department of Facilities or his designee shall conduct a

conference which shall include each complainant, the UNION, the district supervising engineer, and the engineer custodian in-charge. The director of the Department of Facilities or his designee shall notify all concerned parties of the date, time, and location of the conference at least two (2) working days prior to the conference.

Within five (5) working days after the conference, the director of the Department of Facilities shall render a written decision to each complainant, the UNION, the district supervising engineer, and the General Superintendent of Schools (through the Office of Employee Relations). The decision of the director of the Department of Facilities shall be final subject to the provisions of Article 4-4.1 of this procedure.

#### 4-4. General Provisions

4-4.1. The resolution of all complaints shall be in accordance with the currently established policies of the BOARD and the current established practices and procedures approved by the director of the Department of Facilities. Any and all decisions shall be subject to review and reconsideration by the General Superintendent of Schools.

4-4.2. The attendance or presence at any conference held under this complaint procedure of any person who is not a party to the complaint, a necessary witness, or a necessary administrative staff member, shall not be permitted.

4-4.3. All complaints shall be processed confidentially. Neither party shall reveal any information nor make any statement concerning the complaint to any person not a party to the complaint while the complaint is being processed.

4-4.4. Failure to communicate a written decision within the specified time limit shall permit the complaint to be advanced to the next higher step. Additional time at a specified step of this procedure may be granted by mutual agreement between the parties.

4-4.5. Any member of the bargaining unit may elect to present a complaint or appeal on his own behalf as an individual.

4-4.6. Once a complaint has been filed, the complaint may not be altered except to add factual information relating to the complaint and the complainant or UNION may delete items from the complaint.

4-4.7. Upon written application by the President of the UNION to the director of the Department of Facilities, the UNION president or his designee may be allowed reasonable time during working hours to investigate a specific complaint of a member of the bargaining unit.

4-4.8. Conferences shall be scheduled at a time and place which will afford an opportunity for all parties, including witnesses to attend. If a complainant fails to appear at a scheduled complaint conference and fails to appear at another complaint conference scheduled at the complainant or UNION's request, the complaint shall be considered resolved.

## ARTICLE 5 - SALARIES

5-1. All salaries paid for services rendered by all members of the bargaining unit shall be in conformity with the annual salary schedules adopted by the BOARD.

Effective April 15, 1986, the weekly salary specified in the salary schedule is full compensation (apart from overtime premiums) for all the hours worked each work week, whatever their number.

5-2. Effective April 15, 1986, all salaries paid for overtime services rendered by all members of the bargaining unit shall be in conformity with the annual salary schedules adopted by the BOARD.

Compensation for overtime service for factor custodial workers shall be paid in accordance with the policies and procedures specified by the Department of Facilities in the manual entitled Department of Facilities, Bureau of Plant Operations and Maintenance: Policies, Rules, and Procedures for Overtime, August, 1987.

## ARTICLE 6 - GENERAL PROVISIONS

6-1. The Agreement shall be reproduced by the UNION. The UNION shall distribute the Agreement to each person who is or becomes a member of the bargaining unit during its effective term. The BOARD will produce the tentative Agreement and furnish the UNION with fifty copies.

Eight hundred copies of the said Agreement shall be delivered to the Department of Facilities. Two hundred copies of the said Agreement shall be delivered to the Department of Employee Relations.

6-2. The BOARD and the UNION agree that no employee of the Board of Education shall be punished or rewarded, harassed, or be discriminated against in any manner because of his participation or lack of participation in activities relating to work stoppage (strike). Nothing herein shall preclude the right of the UNION from implementing UNION policy as to its members.

6-3. Certified career service members of the bargaining unit shall receive the same benefits in the areas of sick days (proportionate to their work year), personal business days, funeral days, insurance coverage, vacation, unused sick days, court attendance, jury duty, and leaves of absence as other certified career service school based employee groups.

Certified career service employees promoted to positions within the bargaining unit shall continue to receive the same benefits except sick days, which are proportionate to their work year. Any changes in the benefits enumerated herein will be negotiated with the UNION, provided that any such proposed change must be applicable to all employees of the BOARD.

6-4. All members of the bargaining unit who are provisionally appointed shall receive the same benefits proportionate to their work year in the

area of sick days, personal business days, funeral days, insurance coverage, vacation, unused sick days, court attendance, and jury duty as other certified career service operational employee groups under the supervision of the Department of Facilities. Any changes in the benefits enumerated herein will be negotiated with the UNION, provided that any such proposed change must be applicable to all employees of the BOARD.

6-5. Notice of BOARD sponsored educational and/or job training programs applicable to members of the bargaining unit shall be posted in each department or school.

Notice of career service examinations shall be posted in each department or school.

6-6. On or before November 1, 1987, a joint BOARD-UNION committee shall be established to study problems related to the asbestos abatement program in the Chicago Public Schools. Said committee shall make recommendations to the General Superintendent of Schools concerning suggested content of employee inservice training programs for safe asbestos management and shall investigate the feasibility of medical testing for members of the bargaining unit.

UNION shall select up to two members to serve on this committee.

6-7. Effective September 1990, employees in the bargaining unit shall be paid on alternate Fridays with no longer than a one-week delay between the end of the pay period and the pay date.

6-8. The BOARD agrees to conduct career service certification examinations for each job title in the bargaining unit during the first year of this Agreement.

6-8.1 Original Examinations. No provisional employee who has been employed in his current position for 120 days or more and who has taken the examination to be certified in such position and obtained a passing score on that examination, shall be displaced from their current position, irrespective of their rank on the register. All such provisional employees who take the first examination in a job title offered during the term of the Agreement and receive a passing score, shall be certified no later than the time of certification of the person standing highest on the rank order register.

6-8.2 Promotional Examinations. No employee who is working as a provisional in the next higher job title within the job group for 120 days or more from the job title in which he has attained certified status and who takes the certification examination in the job title in which he is working as a provisional and receives a passing score shall be displaced from his position by virtue of his provisional status and the existence of a posted civil service examination rank order register. Any such person who has been working as such a provisional for at least 120 days or more at the time of the examination shall be certified in the job title in which he is working as a provisional no later than the time of certification of the person standing highest on the rank order register.

6-8.3. Where there is an eligibility list for a job title listed in Article 1-1 of this Agreement, candidates for vacancies for these positions

will be interviewed from this eligibility list, and will be informed of the results of the interview.

6-9. The BOARD agrees to review during the initial year of the Agreement the job title of child welfare attendant in order to determine if said job title is assigned to the proper pay grade. If it is determined that the pay grade should be modified, such modification will be effective September 1, 1991.

6-10. When uniforms which are unique to a position are required, as a condition of employment, the cost of these uniforms will be borne by the Board of Education.

#### ARTICLE 7 - LAYOFF/RECALL

7-1. When certified career service members of the bargaining unit are to be laid off, such layoffs shall be made according to length of continuous certified service in that job title in the Chicago public schools.

The names of laid off certified career service members of the bargaining unit shall be placed on appropriate layoff lists. All other things being equal, said laid off career service members of the bargaining unit shall be granted preference for reappointment.

#### ARTICLE 8 - CONFORMITY

8-1. In conformity with the Decree of the Circuit Court of Cook County, General Number 65CH5524 affirmed by the Appellate Court of Illinois on November 9, 1966, (petition for leave to appeal denied by the Supreme Court of Illinois on March 28, 1967), the UNION agrees:

- 1) Not to strike, not to picket in any manner which would tend to disrupt the operation of any public school in the City of Chicago or of the administrative office of the BOARD.
- 2) Should negotiations fail to resolve differences, that the decision of the BOARD shall be final.

8-2. In the event of an unauthorized strike, slow-up, or stoppage, the BOARD agrees that there will be no liability on the part of the UNION provided the UNION promptly and publicly disavows such unauthorized strike, orders the members of the bargaining unit to return to work and attempts to bring about a prompt resumption of normal operations, and provided further that the UNION notifies the General Superintendent of Schools, in writing, registered mail, return receipt requested, within forty-eight (48) hours after notice of the commencement of such strike, slow-down or stoppage, what measures it has taken to comply with the provisions of the Article.

8-3. No members of the bargaining unit shall engage in, encourage, or support any strike, picketing, slow-down or concerted refusal to render full and complete services to the school system.

## ARTICLE 9 - REPRESENTATION

9-1. Recognition by the BOARD of a sole and exclusive bargaining representation shall continue through the term of the Agreement between the BOARD and the UNION; provided, however, that no sooner than 90 days nor later than 60 days prior to the expiration date of this Agreement, the BOARD or any employee organization may request a new determination as to the majority status of the UNION. Such request may be made by the BOARD if it has received written notice from at least 30 percent of the employees in the bargaining unit, as defined in Article 1, Paragraph 1-1 of this Agreement, stating that they no longer desire to be represented by the UNION. Such request may be made by any employee organization submitting to the BOARD the signatures of at least 30 percent of the employees in the bargaining unit, as defined in Article 1, Paragraph 1-1 of this Agreement authorizing and designating it to represent the employees as the sole and exclusive bargaining representative. To be valid, signatures must be no more than six months old.

9-2. Within 10 days of the timely receipt of such requests by the BOARD, the BOARD will meet with the UNION and with the petitioning organization, if any, for the purpose of determining and certifying the validity of the signatures; establishing the rules, date, time, and conduct of a secret ballot election; establishing the responsibility for paying the costs; and certifying the results of such election. The election shall be decided by a majority of those voting.

## ARTICLE 10 - DISCIPLINE AND DISCHARGE

10-1. Discipline as used herein includes suspension or lesser disciplinary action including reprimand.

Members of the bargaining unit directed by the General Superintendent of Schools or his designee for a formal conference which could result in disciplinary action, shall be given written notice two (2) working days prior to the scheduled conference date. Said notice shall state 1) that the conference may result in disciplinary action and shall describe the type of discipline to be considered; 2) the alleged misconduct which led to the scheduling of the conference; and 3) the time, date, and place of the conference. The UNION shall be present at the conference. The bargaining unit member has the right to refuse representation at the conference. The BOARD shall be responsible for notifying the UNION. The conference shall be conducted by the General Superintendent of Schools or his designee.

At this conference, the member of the bargaining unit and/or a UNION representative representing the bargaining unit member shall be given the opportunity to respond concerning the alleged misconduct. The General Superintendent's designee shall report the findings and make a recommendation to the General Superintendent of Schools.

No disciplinary action shall be imposed until the final decision of the General Superintendent is transmitted by personal service; or by certified mail, return receipt requested to the employee and the UNION and the return

receipts are returned and received by the General Superintendent of Schools or his designee. No member of the bargaining unit shall be disciplined except for just cause. Members of the bargaining unit may be suspended without pay for disciplinary reasons for a period not to exceed thirty (30) work days.

Certified career service employees shall be discharged pursuant to Section 34-15 of the Illinois School Code.

Provisional employees may be discharged only for just cause.

Records of disciplinary action shall be removed from the personnel file one year after the conclusion of the disciplinary action.

#### ARTICLE 11 - CONCLUSION

11-1. This Agreement shall be effective as of September 1, 1990, and shall remain in effect through August 31, 1993.

11-2. In the event either party wishes to modify or amend this Agreement, written notice thereof shall be given to the other party at least 30 days prior to the consideration of said modification or amendment, the parties shall thereafter meet to discuss the proposed modification or amendment and, if said modification or amendment is thereafter agreed upon, in writing, this Agreement will be so amended.

11-3. Neither the BOARD and its representatives nor the UNION and the members of the bargaining unit shall take any action violative of or inconsistent with any provisions of this Agreement. The parties agree that each has exercised its right to bargain for any provision it wished to be included in this Agreement; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement and that this Agreement constitutes a complete Agreement as to all matters upon which the parties have or might have bargained.

11-4. A. The implementation of wages for the 1990-91 school year (Fiscal Year 1991) provided for in this Agreement or in the Board of Education Schedule of Basic Salaries is contingent upon the following events:

1. The amendments to Sections 34-53, 34-54.1, 34-60, 34-60.1 and 34-61 of The School Code and Sections 17-128, 17-129, 17-130.1 and 17-131 of The Illinois Pension Code as contained in Senate Bill 1591, with the changes recommended by the Governor to the General Assembly on August 16, 1990, becoming law and effective during Fiscal Year 1991 of the Board and such statutory modifications producing the following results for that Fiscal Year:
  - (a) The Board shall be entitled to at least \$15 million of increased revenue in its Educational Fund as a result of the increase in the extension rate for taxes for that Fund; and
  - (b) The Board shall be entitled to use for the purpose of making contributions on behalf of its employees to the Public School

Teacher's Pension and Retirement Fund and to the Municipal Employees', Officers', and Officials' Annuity and Benefit Fund, at least \$50 million of collections on or after July 1, 1990, of taxes levied pursuant to Section 34-60 of The School Code, with no obligation upon the Board to make any employer contributions to either of those pension funds as a result of such a use of those tax collections; and

2. Adoption by the Board and subsequent approval by the Chicago School Finance Authority of Amended Revenue Estimates for Fiscal Year 1991, on both an accrual and a cash basis reflecting the results of the statutory modifications referred to in paragraph 1; and
3. Adoption by the Board and subsequent approval by the Chicago School Finance Authority of an Amended or Supplemental Budget for Fiscal Year 1991 reflecting the results of the statutory modifications referred to in paragraph 1.

None of the aforesaid wage items shall be implemented until all of the aforesaid events occur. In the event that the aforesaid statutory modifications have not become law as described in paragraph 1 or that the events in paragraphs 2 and 3 have not occurred by December 31, 1990, the aforesaid wage items shall be null and void. In such event, the Union may present to the Board those matters of wages, hours and conditions of employment on which the parties will negotiate. Further, in such event, the Union may, on 30 days' written notice, terminate this Agreement. The Board and the Union shall meet and commence negotiations for a new or amended Agreement within five (5) days following submission of the Union's proposals. The Board and the Union agree that negotiations for any new or amended Agreement and all rights associated therewith, including the right to strike in the event this Agreement is terminated, shall be the sole and exclusive remedies to be pursued under these circumstances. In the event this Agreement is terminated, the Board and the Union agree that they each shall have the right to submit proposals for a new Agreement.

In the event the Board is required to submit a subsequent Amended or Supplemental Budget pursuant to Section 34A-404(e) in connection with paragraph A.1(b) above at any time after the events described in paragraphs A.1, A.2 and A.3 above have occurred, the aforesaid wage items shall immediately become null and void. In such event, the Union may present to the Board those matters of wages, hours and conditions of employment on which the parties will negotiate. Further, in such event, the Union may, on 30 days' written notice, terminate this Agreement. The Board and the Union shall meet and commence negotiations for a new or amended Agreement within five (5) days following submission of the Union's proposals. The Board and the Union agree that negotiations for any new or amended Agreement and all rights associated therewith, including the right to strike in the event this Agreement is terminated, shall be the sole and exclusive remedies to be pursued under these circumstances. In the event this Agreement is terminated, the Board and the Union agree that they each shall have the right to submit proposals for a new Agreement.

B. The implementation during the 1991-92 school year (Fiscal Year 1992) provided for in this Agreement or in the Board of Education Schedule of Basic Salaries is contingent upon the following events:

1. The amendments to Sections 34-53, 34-54.1, 34-60, 34-60.1 and 34-61 of The School Code and Sections 17-128, 17-129, 17-130.1 and 17-131 of The Illinois Pension Code as contained in Senate Bill 1591, with the changes recommended by the Governor to the General Assembly on August 16, 1990, continue to be law and effective during Fiscal Year 1992 of the Board and such statutory modifications produce in that fiscal year not less than the results specified in paragraph A.1(a) and paragraph A.1(b) of this Article; and
2. Approval of an Annual Budget for Fiscal Year 1992, pursuant to Section 34A-404 of The School Code of Illinois, which contains estimates of accrual revenues, Fund Balance Available for Appropriation (which may be a negative number) and appropriations consistent with the Chicago School Finance Authority regulations, such that the sum of accrual revenues and the Fund Balance Available for Appropriation in the Educational Fund and the amount of local tax collections for the Chicago Teachers' Pension and Retirement Fund that the Board may use for pension pick-up expenditures in Fiscal Year 1992 (with no obligation upon the Board to make any employer contributions to said pension fund as a result of such a use of those tax collections) is at least \$1,365,733,000. For purposes of this Agreement, Educational Fund revenues to be included in this computation shall be defined as those from property taxes, corporate personal property replacement taxes, general state aid, special education state aid (except aid for orphanage group programs), transportation state aid and vocational education state aid, only to the extent additional expenditures by the Board are not required; and
3. Approval of an Annual Budget for Fiscal Year 1992, pursuant to Section 34A-404 of The School Code of Illinois, which contains estimates of cash receipts and an unrestricted beginning cash balance such that the Educational Fund and Teachers' Pension and Retirement Fund are balanced on a cash basis consistent with the Chicago School Finance Authority regulations and the aforementioned estimates of accrual revenues and Fund Balance Available for Appropriation.

In the event that any of the foregoing conditions are not fulfilled and the Board fails to appropriate the salary and wage increases for Fiscal Year 1992 provided in the aforesaid wage items in its Annual Budget approved pursuant to Section 34A-404, or in the event that the Board fails to appropriate amounts sufficient to pay its obligations under the salary and wage schedules for the 1991-92 school year contained in this Agreement in its Annual Budget for Fiscal Year 1992 approved pursuant to Section 34A-404, the aforesaid wage items shall immediately become null and void and the UNION may terminate this Agreement upon 30 days' written notice to the other party. On or before August 1, 1991, the Board shall notify the Union in writing whether the Board anticipates the foregoing conditions will be fulfilled. If this Agreement is to terminate, the Union may submit its proposals following such notification. The Board and the Union shall meet and commence negotiations for a new Agreement within five (5) days following submission of the Union's proposals. The Board and the Union agree that negotiation of a new Agreement and all rights associated therewith shall be the sole and exclusive remedy to be pursued under these

circumstances. The Board and the Union agree that they each shall have the right to submit additional proposals following commencement of any such negotiations.

In the event the Board is required to submit a subsequent Amended or Supplemental Budget pursuant to Section 34A-4049(e) in connection with paragraph A.1(b) above at any time during Fiscal Year 1992, the aforesaid wage items shall immediately become null and void. In such event, the Union may present to the Board those matters of wages, hours and conditions of employment on which the parties will negotiate. Further, in such event, the Union may, on 30 days' written notice, terminate this Agreement. The Board and the Union shall meet and commence negotiations for a new or amended Agreement within five (5) days following submission of the Union's proposals. The Board and the Union agree that negotiations for any new or amended Agreement and all rights associated therewith, including the right to strike in the event this Agreement is terminated, shall be the sole and exclusive remedies to be pursued under these circumstances. In the event this Agreement is terminated, the Board and the Union agree that they each shall have the right to submit proposals for a new Agreement.

- C. The implementation during the 1992-93 school year (Fiscal Year 1993) provided for in this Agreement or in the Board of Education Schedule of Basic Salaries is contingent upon the following events:
1. The amendments to Sections 34-53., 34-54.1, 34-60, 34-60.1 and 34-61 of The School Code and Sections 17-128, 17-129, 17-130.1 and 17-131 of The Illinois Pension Code as contained in Senate Bill 1591, with the changes recommended by the Governor to the General Assembly on August 16, 1990, continue to be law and effective during Fiscal Year 1993 of the Board and such statutory modifications produce in that fiscal year not less than the results specified in paragraph A.1(a) and paragraph A.1(b) of this Article; and
  2. Approval of an Annual Budget for Fiscal Year 1993, pursuant to Section 34A-404 of The School Code of Illinois, which contains estimates of accrual revenues, Fund Balance Available for Appropriation (which may be a negative number) and appropriations consistent with the Chicago School Finance Authority regulations, such that the sum of accrual revenues and the Fund Balance Available for Appropriation in the Educational Fund and the amount of local tax collections for the Chicago Teachers' Pension and Retirement Fund that the Board may use for pension pick-up expenditures in Fiscal Year 1993 (with no obligation upon the Board to make any employer contributions to said pension fund as a result of such a use of those tax collections) is at least \$1,482,361,000. For purposes of this Agreement, Educational Fund revenues to be included in this computation shall be defined as those from property taxes, corporate personal property replacement taxes, general state aid, special education state aid (except aid for orphanage group programs), transportation state aid and vocational education state aid, only to the extent additional expenditures by the Board are not required; and

3. Approval of an Annual Budget for Fiscal Year 1993, pursuant to Section 34A-404 of The School Code of Illinois, which contains estimates of cash receipts and an unrestricted beginning cash balance such that the Educational Fund and Teachers' Pension and Retirement Fund are balanced on a cash basis consistent with the Chicago School Finance Authority regulations and the aforementioned estimates of accrual revenues and Fund Balance Available for Appropriation.

In the event that any of the foregoing conditions are not fulfilled and the Board fails to appropriate the salary and wage increases for Fiscal Year 1993 provided in the aforesaid wage items in its Annual Budget approved pursuant to Section 34A-404, or in the event that the Board fails to appropriate amounts sufficient to pay its obligations under the salary and wage schedules for the 1992-93 school year contained in this Agreement in its Annual Budget for Fiscal Year 1993 approved pursuant to Section 34A-404, the aforesaid wage items shall immediately become null and void and the UNION may terminate this Agreement upon 30 days' written notice to the other party. On or before August 1, 1992, the Board shall notify the Union in writing whether the Board anticipates the foregoing conditions will be fulfilled. If this Agreement is to terminate, the Union may submit its proposals following such notification. The Board and the Union shall meet and commence negotiations for a new Agreement within five (5) days following submission of the Union's proposals. The Board and the Union agree that negotiation of a new Agreement and all rights associated therewith shall be the sole and exclusive remedy to be pursued under these circumstances. The Board and the Union agree that they each shall have the right to submit additional proposals following commencement of any such negotiations.

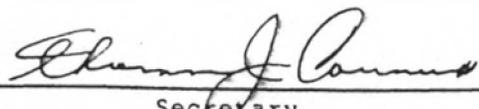
In the event the Board is required to submit a subsequent Amended or Supplemental Budget pursuant to Section 34A-404(e) at any time during Fiscal Year 1993, the aforesaid wage items shall immediately become null and void. In such event, the Union may present to the Board those matters of wages, hours and conditions of employment on which the parties will negotiate. Further, in such event, the Union may on 30 days' written notice, terminate this Agreement. The Board and the Union shall meet and commence negotiations for a new or amended Agreement within five (5) days following submission of the Union's proposals. The Board and the Union agree that negotiations for any new or amended Agreement and all rights associated therewith, including the right to strike in the event this Agreement is terminated, shall be the sole and exclusive remedies to be pursued under these circumstances. In the event this Agreement is terminated, the Board and the Union agree that they each shall have the right to submit proposals for a new Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be signed  
and sealed by their Presidents and attested by their Secretaries this  
day of \_\_\_\_\_, A.D., 1990

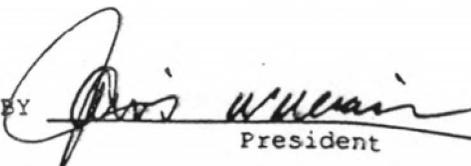
BOARD OF EDUCATION OF THE CITY OF CHICAGO,  
a body politic and corporate,

BY   
President

Attest:

  
Secretary

PUBLIC SERVICE EMPLOYEES UNION, LOCAL 46,  
SERVICES EMPLOYEES INTERNATIONAL UNION,  
AFL-CIO,

BY   
President

Attest:

  
Secretary

Board Authority:

Board Report No. 89-0920-PE12