9-1-1983

Chicago Board of Education and Public Service Employees Union, Service Employees International Union, AFL-CIO, Local 46 Memorandum (1983)
Chicago Board of Education and Public Service Employees Union, Service Employees International Union, AFL-CIO, Local 46 Memorandum (1983)

Location
Chicago, IL

Effective Date
9-1-1983

Expiration Date
8-31-1986

Number of Workers
4100

Employer
Board of Education of the City of Chicago

Union
Public Service Employees Union

Union Local
46

NAICS
61

Sector
Local government

Item ID
6178-008b180f013_01

Keywords
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Comments
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MEMORANDUM

between

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

and the

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

September 1, 1985 - August 31, 1986
MEMORANDUM
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

Memorandum made and entered into on the A.D., nineteen hundred and eighty-three, 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).

ARTICLE I - RECOGNITION

1-1. The BOARD recognizes the UNION as the sole and exclusive bargaining representative for the following job title classifications: Material Inspector (1535); Stockhandler (1805); Storekeeper (1811); Senior Storekeeper (1813); Principal Storekeeper (1815); School Matron (2610); Child Welfare Attendant (3608); Head Welfare Attendant (3609); Custodial Worker (4223); 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 (9536).

1-2. The terms of this Memorandum shall not apply where inconsistent with constitutional, statutory, or other legal provisions. If any provision of this Memorandum 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 Memorandum shall remain in effect.

Nothing contained in this Memorandum 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 Memorandum.

1-3. All full-time employees covered by this Memorandum who are not members of the UNION shall, commencing sixty (60) days after their employment or the effective date of this Memorandum, whichever is later, and continuing during the term of this Memorandum, and so long as they remain non-members of the UNION, pay to the UNION each month their proportionate share of the cost of the collective bargaining process and contract administration measured by the
amount of dues uniformly required by members of the UNION. Such proportionate share payments shall be deducted by the BOARD from the earnings of the non-member full-time employees and paid to the UNION upon receipt by the BOARD of written authorization from the employee. The UNION shall submit to the BOARD an affidavit which specifies the amount which constitutes said proportionate share which shall not exceed the dues uniformly required of members of the UNION.

The UNION shall indemnify and hold harmless the Board of Education, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose 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.

The BOARD's actual cost of effectuating the deductions shall be borne 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.

ARTICLE 3 - GRIEVANCE PROCEDURE

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

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, chief 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 chief engineer, 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 - Chief Engineer

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 appropriate chief engineer 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 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.
3-3.2. Upon receipt of the appeal, the chief 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 chief engineer shall render a decision and shall communicate it in writing to each grievant, the UNION, the district supervising engineer, 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.

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

3-4.1. Within ten (10) working days after receipt of the decision of the chief engineer, the grievant or the UNION may appeal to the Director of the Department of Facilities from the decision rendered by the chief 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 chief engineer, the district supervising engineer, and engineer custodian in-charge.

3-4.2. 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 chief engineer, 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.

3-5. Appeal - General Superintendent of Schools

3-5.1. 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 chief engineer, the district supervising engineer, and the engineer custodian in-charge.

3-5.2. 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 chief engineer, the district supervising engineer, and the engineer custodian in-charge.
3-6. Arbitration

3-6.1. 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 American Arbitration Association for arbitration under its rules of any grievance which alleges that there has been a violation, misinterpretation, or misapplication of any provision of this Memorandum. 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 Memorandum. The arbitrator's powers shall be limited to deciding whether the party has violated, misinterpreted or misapplied any of the terms of this Memorandum.

3-7. Procedures for Grievances Not Under the Jurisdiction of the Engineer Custodian In-Charge

3-7.1. 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.

3-7.2. 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.

3-7.3. 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 3-6.


3-8.1. The resolution of all grievances shall be in accordance with the procedures which are part of this Memorandum. 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.
3-8.2. 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.

3-8.3. 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.

3-8.4. 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.

3-8.5. This Memorandum shall not prevent any member of the bargaining unit from presenting a grievance or appeal on his own behalf.

3-8.6. 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.

3-8.7. 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.

3-8.8. 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 Chief 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 chief engineer, 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 chief engineer, 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 chief engineer may also participate in this conference. 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 chief engineer, 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.
ARTICLE 6 - GENERAL PROVISIONS

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

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

6-2. A joint BOARD-UNION committee shall be established on or before November 1, 1983 to review and make recommendations to the General Superintendent of Schools concerning certain specific fringe benefit policies applicable to provisional members of the bargaining unit assigned to full-time positions within a school.

6-3. 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.

ARTICLE 7 - CONFORMITY

7-1. 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 offices of the BOARD.

2) Should negotiations fail to resolve differences, that the decision of the BOARD shall be final.

7-2. 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 this Article.

7-3. No member of the bargaining unit shall engage in, encourage or support any strike, picketing, slowdown or concerted refusal to render full and complete services to the school system.
ARTICLE 8 - REPRESENTATION

8-1. Recognition by the BOARD of a sole and exclusive bargaining representative shall continue through the term of this Memorandum 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 Memorandum, 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 Memorandum, 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 Memorandum 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.

8-2. 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 9 - CONCLUSION

9-1. This Memorandum shall be effective as of September 1, 1983, and shall remain in effect until August 31, 1986.

9-2. In the event either party wishes to modify or amend this Memorandum, 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 Memorandum will be so amended.

9-3. 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 Memorandum. The parties agree that each has exercised its right to bargain for any provision it wished to be included in this Memorandum; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Memorandum and that this Memorandum constitutes a complete Memorandum as to all matters upon which the parties have or might have bargained.

9-4. Effective March 1, 1984, upon ten days' written notice from either party, this Memorandum may be reopened for the purpose of conducting negotiations concerning wages. Any agreement reached as a result of such negotiations, shall become effective on or after September 1, 1984.
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., 1983.

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, a voluntary organization and unincorporated association,

BY ____________________________
President

Attest:
______________________________
Secretary

Board Authority:

Board Report No.
ASSISTANT SUPERINTENDENT
EMPLOYEES RELATIONS
CHICAGO BOARD OF EDUCATION
261 North Wells Street
1819 West St.
CHICAGO, ILL. 60601

PREVIOUS AGREEMENT EXPIRED
AUGUST 30, 1983

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Chicago Ill Ed of Educ Teachers & others LU 1

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved

2. Number and location of establishments covered by agreement

3. Product, service, or type of business

4. If your agreement has been extended, indicate new expiration date

Guy D. Brumetti, Assistant Superintendent, Employee Relations

1819 West Polkabing Road
Chicago, Illinois 60609

2452 (Rev. Mar. 1983)
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