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#830931

AGREEMENT

BETWEEN THE

**CHICAGO SCHOOL REFORM
BOARD OF TRUSTEES**

AND THE

**HOTEL EMPLOYEES AND RESTAURANT
EMPLOYEES UNION, LOCAL NO. 1,
AFL-CIO**

*3,100 workers
(cafeteria workers)*

July 1, 1999 - June 30, 2003

7/23/01

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AGREEMENT
BETWEEN THE
CHICAGO SCHOOL REFORM BOARD OF TRUSTEES
AND THE
HOTEL EMPLOYEES AND RESTAURANT
EMPLOYEES UNION, LOCAL NO. 1, AFL-CIO

Agreement made and entered into on January 20, 1999, by and between the Chicago School Reform Board of Trustees (hereinafter referred to as the BOARD) and the Hotel Employees and Restaurant Employees Union, Local No. 1, AFL-CIO, (hereinafter referred to as the UNION).

PREAMBLE

The BOARD and the UNION agree that the welfare of the children of the Chicago Public Schools is paramount in the operation of the schools and will be promoted by both parties.

It is hoped that a broad interchange of ideas will contribute in a significant measure to the advancement of public education in the Chicago Public Schools. It is the intent of both parties that all discussions and conferences growing out of this Agreement will be held in an atmosphere of good faith, confidence, and mutual respect.

ARTICLE 1 - RECOGNITION

1-1. The BOARD recognizes the UNION as the sole and exclusive bargaining representative for the following job title classifications: Lunchroom Attendant (2770); Senior Lunchroom Attendant (2772); Saladmaker (2745); Lunchroom Cashier (2774); Porter (2795); Cook III (2742); Cook-Pastry (2743); Cook II (2741); and Cook I (2740); Associate Manager I (2761); Associate Manager II (2762); and Associate Manager III (2763).

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.

1.2.1. 1995 Amendatory Act. The inclusion in this collective bargaining Agreement of any provision previously included in the 1995-1999 Agreement that is a prohibited subject of bargaining or a provision which was modified or eliminated by virtue of the 1995 Amendatory Act to the Illinois School Code and other statutes and, specifically, 115 ILCS 5/4.5 (new) of the Illinois Educational

Labor Relations Act shall not be deemed in any way as a waiver, concession or compromise of the BOARD's rights under said Act or an admission that said provisions are legally binding, applicable or effective.

1-2.2. 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 receives a written authorization to do so the required amount of deductions 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 Chief Executive Officer.

1-3.1. The authorization will be effective and irrevocable for a period of one (1) year from the date on which the authorization is executed or upon the expiration date of the applicable Collective Bargaining Agreement between the BOARD and the UNION, whichever occurs first.

1-3.2. The authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the Period of each succeeding applicable Collective Bargaining Agreement between the BOARD and the UNION, whichever shall occur first. Each employee shall have the right to revoke this election not more than sixty (60) days and not less than thirty (30) days prior to the final date of any irrevocable period in effect. Such revocation shall be effective upon receipt of written notice to the BOARD and the UNION within the sixty (60) day to thirty (30) day period.

1-4. 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.

1-5. The UNION shall be allocated space in each 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. All posted materials shall be under official UNION letterhead or bear the signature of the UNION president or UNION president's designee.

1-6. a) All employees covered by this Agreement who are not members of the UNION, commencing on the effective date of 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-member 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 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, or 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. 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 stewards with copies of the notice for distribution to employees identified pursuant to subsection c).
- f) A copy of the Union Internal Appeal Procedure culminating in arbitration of any objector's claims 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 thirty-three percent (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 therefor 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, 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 of non-association of employees based upon bona fide 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.

1-7. Effective October 1, 1990, and every six months thereafter, the BOARD shall furnish the UNION with the job title, name, address, 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.

1-7.1. Effective October 1, 1990, and every month thereafter, the BOARD shall furnish the UNION with the job title, name, address, 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.

1-8. In accordance with the provisions of the School Code of Illinois, salary schedules and compensatory remuneration provisions in the 1999-2003 Agreement shall be subject to the terms, provisions and conditions of the appropriations therefor contained in the fiscal 1999-2000, 2000-01, 2001-02, and 2002-03 School Budgets.

1-9. So that educational programs may operate successfully, notwithstanding any other provision in this Agreement to the contrary, it is understood that each attendance center and all employees covered by this Agreement shall be subject to the general supervision of the principal.

1-10. The term general supervision as used herein refers to the main or overall features of the operation of the building but shall not apply to the specific manner and method of accomplishment of the duties of the personnel covered by this Agreement.

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.

ARTICLE 3 - GRIEVANCE PROCEDURE

3-0. 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 principal for employees regularly assigned to schools or the applicable unit head for employees not regularly assigned to schools before the difference becomes formalized as a grievance

3-1.2. A grievant or the UNION may present a grievance in writing to the principal or the applicable unit head within thirty (30) 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 principal or the applicable unit head shall arrange for a conference within five (5) working days after receipt of the grievance. The principal or the applicable unit head 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, along with a copy of the grievance.

3-1.4. The grievant may be heard personally and may request representation by the UNION. The UNION will be afforded the opportunity to be present at any grievance hearing.

3-1.5. The principal or the applicable unit head shall render a decision and communicate it in writing to each grievant, the UNION, the department head and the Chief Executive Officer (through the Office of Labor Relations) within five (5) working days after the completion of the conference.

3.2. Appeal - Chief Executive Officer.

3-2.1. Within ten (10) working days after receipt of the decision of the Office of Labor Relations, the grievant or the UNION, may appeal to the Chief Executive Officer (through the Office of Labor Relations) from the decision rendered by the principal or applicable unit head. 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 principal or the applicable unit head.

3-2.2. The Chief Executive Officer or his/her designated representative shall meet with the parties concerned within fifteen (15) working days after receipt of the grievance. He/she shall notify the parties concerned in writing at least two (2) working days prior to the conference. Within fifteen (15) working days after the conference, the Chief Executive Officer shall render a written decision which shall be forwarded to each grievant, the UNION, the principal or the applicable unit head and the Office of Labor Relations.

3-3. Arbitration.

3-3.1. Within ten (10) working days after receipt of the decision of the Chief Executive Officer, the UNION only may appeal from the decision of the Chief Executive Officer 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. Following the appeal of a grievance to arbitration but prior to the hearing, upon agreement of the parties, a grievance may be submitted to voluntary mediation before a neutral person, the cost of which shall be shared equally by both parties.

3-3.2. The arbitrator shall hold a hearing within twenty (20) days of his appointment unless otherwise agreed by the parties. Five (5) 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.

3-3.3. 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 powers shall be limited to deciding whether the parties have violated, misinterpreted, or misapplied any of the terms of this Agreement.

3-4. Procedures for Grievances Not Under the Jurisdiction of the Principal or Applicable Unit Head.

3-4.1. The grievant or the UNION shall submit any such grievance in writing to the Office of Labor Relations within fifteen (15) working days following the act or condition which is the basis for the grievance.

3-4.2. The grievance shall set forth specifically the act, condition and grounds on which the grievance is based.

3-4.3. The Chief Executive Officer, or his/her designated representative, shall meet with the concerned parties, who will be given five (5) working days' notice of the grievance conference, within fifteen (15) working days after receipt of the grievance. Within fifteen (15) working days after this conference, the Chief Executive Officer shall render a written decision which shall be forwarded to each grievant and the UNION. The decision of the Chief Executive Officer may be appealed to arbitration under the provisions of Article 3-3.

3-5. General Grievance Provisions.

3-5.1. The resolution of all grievances shall be in accordance with the procedures which are a 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.

3-5.2. The attendance or presence at any grievance conference of any person who is not a party to the grievance, a necessary witness, a necessary administrative staff member, or a UNION representative shall not be permitted.

3-5.3. All grievances shall be processed confidentially. Neither party shall reveal information nor make any statements concerning the grievance to any person not a party to the grievance while the grievance is being processed.

3-5.4. 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.

3-5.5. This Agreement shall not prevent any member of the bargaining unit from presenting a grievance or appeal on his own behalf. The UNION shall be afforded the opportunity to be present.

3-5.6. 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.

3-5.7. Following a request to the Office of Labor Relations, the UNION president or his designee may be allowed reasonable time to investigate a specific grievance of a member of the bargaining unit.

ARTICLE 4 - SALARIES

4-1. The BOARD and the UNION recognize that the provisions of this Agreement are contingent upon a reasonable expectation by the BOARD of its ability to fund the Agreement for FYS 2000, 2001, 2002 and 2003. Therefore, increases to salary schedules for FYS 2000, 2001, 2002 or 2003 shall not be effective until and unless the BOARD adopts a Resolution no later than fifteen (15) calendar days prior to the beginning of each FY that it finds there is a reasonable expectation that it will be able to fund such increases for that fiscal year.

4-1.1. In the event the BOARD fails to timely adopt such a resolution, the UNION may, by written notice to the BOARD no later than ten (10) calendar days prior to the beginning of the fiscal year in which the BOARD fails to adopt such Resolution, demand that negotiations begin anew with respect to salaries. In the event that said negotiations fail to result in an agreement, the UNION may, upon thirty (30) calendar days written notice, terminate this Agreement and, accordingly, retain whatever lawful rights it otherwise might have under Section 13 of the Illinois Education Labor Relations Act, including the right to strike.

4-2. Subject to the contingencies in Section 4-1.1 above, the BOARD will provide the following increases to all non-prevailing wage union affiliates of the Coalition:

Year 1:	3% increase (eff. 7/1/99)
Year 2:	2% increase (eff. 7/1/00)
Year 3:	2% increase (eff. 7/1/01)
Year 4:	2% increase (eff. 7/1/02)

In addition to the above raises, the Board and Union will negotiate an additional 1% of salary per annum (which may be in the form of a stipend) beginning with the school year commencing 7-1-2000. Said negotiations will take place and be completed prior to 7-1-2000.

4-2.1. Prevailing wages shall continue to apply and be paid in accordance with past practices.

4-3.0. The BOARD shall pick up, for each regularly appointed employee in this bargaining unit, a sum equal to seven percent (7%) of the amount due each such employee as base salary (and not from any other remuneration paid pursuant to the terms of this Agreement) for the Municipal Employees', Officers', and Officials' Annuity and Benefit Fund to be applied to the retirement

account of each such employee (not the survivors' annuity account). The BOARD agrees to continue pension pick up as per past practice during the term of this Agreement.

4-4.0. The BOARD agrees to maintain the practice of providing same holidays as teachers.

4-5.0. During the term of this agreement the Board agrees to review job titles it has reason to believe are not assigned to the proper pay grade including associate lunchroom managers, and to implement appropriate modifications to the pay grades after consultation with the union.

ARTICLE 5 - GENERAL PROVISIONS

5-1. This 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.

5-1.1. One thousand (1,000) copies of the said Agreement shall be delivered to the Office of Labor Relations.

5-2. The BOARD will furnish the UNION with job descriptions of all job titles represented by the UNION.

5-3. 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.

5-3.1. Notice of educational support personnel examinations shall be posted in each department or school.

5-4. A joint BOARD-UNION committee shall be established to discuss and submit recommendations to the Chief Executive Officer concerning possible revisions which will improve the implementation of the current employee voluntary transfer procedure.

5-5. Regularly appointed educational support personnel who are 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, unused sick days, court attendance, jury duty, and leaves of absence as other regularly appointed educational support personnel serving in schools. Regularly appointed educational support personnel promoted to positions within the bargaining unit shall continue to receive the same benefits except sick days, which are proportionate to their work year. Probationary members of the bargaining unit shall receive their same benefits. Any changes in the benefits enumerated herein will be negotiated with the UNION, provided that any such proposed changes must be applicable to all employees of the BOARD.

5-5-1. All members of the bargaining unit who are probationary appointments shall receive the same benefits proportionate to their work year in the areas of sick days, personal business days,