

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CHICAGO ALLIANCE OF CHARTER TEACHERS AND STAFF,

LOCAL 4343, IFT-AFT/AFL-CIO

AND

ASIAN HUMAN SERVICES, INC.

2016-2019

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Article 1
PARTIES

- 1-1. Parties.** This collective bargaining agreement (“Agreement”) is made and entered into by and between Asian Human Services, Inc., which together with its members, managers and administrative staff shall be referred to in this Agreement as “AHS” or “Employer”, and the Chicago Alliance of Charter Teachers and Staff, Local 4343, IFT-AFT/ AFL-CIO, the exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as “the Union”, “Chicago ACTS” or “ChiACTS”.
- 1-2. Recognition.** AHS recognizes ChiACTS as the exclusive collective bargaining representative of all full-time and regular part-time teachers, counselors, case managers, teachers’ aides, teachers’ assistants, administrative assistants, office clerks, and paraprofessionals employed by AHS at Passages Charter School currently located at 1643 West Bryn Mawr Avenue, Chicago, Illinois 60660, and excluding all confidential employees, managerial employees, and guards and supervisors as defined by the National Labor Relations Act, (“bargaining unit”). AHS, in response to ChiACTS’ offer to show evidence of its majority status, recognizes ChiACTS as the sole and exclusive representative on behalf of the employees covered under this Agreement. AHS shall not challenge ChiACTS’ status as majority representative, nor assert in any tribunal that ChiACTS lacks majority support of the bargaining unit employees, during the term of this Agreement and any extensions thereof.

Article 2
DURATION AND EFFECTIVE DATE

- 2-1. Term.** The Agreement shall expire on June 30, 2019.
- 2-2. Effective Date.** Article 5, Salaries, shall be effective retroactive to halfway through the 2016-2017 payroll calendar (~2/15/17). All other terms of this Agreement shall be effective upon ratification by both Parties. Year two (2) of the Agreement commences July 1, 2017. Year three (3) of the contract commences July 1, 2018.

Article 3
GRIEVANCE PROCEDURE

- 3-1. Introduction.** The Parties are committed to ensuring that any conflicts result in productive outcomes that benefit students, employees, the school, and the communities it serves. As such, the Parties will use the following procedure to resolve any conflict, which is defined as a complaint that there has been a violation or misrepresentation of any of the provisions of this Agreement or of Employer policy. Employees shall have the right to have Union representation at all stages of the grievance procedure described below. Any grievance not filed within the time limits described below shall be deemed withdrawn and waived. The time limits, however, may be extended by mutual agreement of the Parties. The term “days” used in this provision shall mean regular business days.

3-2. Informal Resolution. The Parties prioritize the resolution of conflict in an informal, expedited manner. Accordingly, the Parties shall make a good-faith effort to resolve any conflict in an informal manner through discussions between the employee(s) and with the appropriate leadership team member.

3-3. Step 1. In the event the conflict is not resolved informally, the Union or employee shall submit a grievance in writing to the Principal within thirty (30) days after the events or circumstances giving rise to the grievance or within thirty (30) days following the date by which the employee reasonably should have known of the events or circumstances giving rise to the grievance. Following ratification of the Agreement, salary grievances may be filed within three (3) calendar years of the date on which the salary grievance arose. A concise, written summary of the grievance shall be submitted, detailing the complaint and each provision of the agreement allegedly violated, and how, along with any supporting documents or materials. A conference with the Principal shall take place within ten (10) days of the filing of the written grievance at Step 1. The Principal's written response to the grievance shall be provided to the employee within ten (10) days of the Step 1 conference.

3-4. Step 2. If the grievance is not resolved, the Union or employee may appeal in writing to the AHS CEO, or his/her designee, within ten (10) days after receipt of the Principal's written response at Step 1. A concise, written summary of the grievance shall be submitted, detailing the complaint and each provision of the Agreement allegedly violated, and how, along with any supporting documents or materials. A conference with the AHS CEO, or his/her designee, shall take place within ten (10) days of the filing of the written grievance appeal at Step 2. The written response of the AHS CEO, or his/her designee, to the grievance shall be provided to the employee within ten (10) days of the Step 2 conference.

3-5. Step 3. If the grievance not resolved, the Union shall notify the Employer in writing of its demand for arbitration within fourteen (14) days after receipt of the AHS CEO's, or his/her designee's, written response at Step 2. The Parties shall mutually select an arbitrator within ten (10) days after receipt of the AHS CEO's, or his/her designee's, written response at Step 2. If the Parties fail to agree on the selection of an arbitrator within ten (10) days, the Parties agree to request a panel of arbitrators from the American Arbitration Association (AAA). The arbitrator's decision shall be final and binding upon the Parties. The cost of the arbitrator's services and AAA's services, and any other costs, excluding attorneys' fees but including transcription and/or recording fees, shall be borne equally by the Parties. The arbitrator shall not have authority to add to, detract from, amend, modify or in any way alter the provision of this Agreement or make a new Agreement.

Article 4
TEACHER WORKDAY, TEACHING LOAD AND
TEACHER PREPARATION PERIODS

4-1. Workday. The workday for teachers shall be no more than eight (8) hours, from 7:45 a.m. to 3:45 p.m.

4-2. Teaching Load. Teachers shall have no more than three hundred forty-five (345) minutes of instructional student contact time per day.

4-3. Lunch. Teachers shall have daily a continuous forty-five (45)-minute duty-free lunch period. On early-student-release days, lunch periods may be shortened from the forty-five (45)-minute duration, but teachers shall be released commensurately early. Lunch periods shall start no earlier than 10:30 a.m. and end no later than 1:15 p.m., except that lunch periods on early-student release days shall start no earlier than 10:20 a.m.

4-4. Preparation Periods. Preparation periods shall be duty-free. Teachers shall have three hundred (300) preparation minutes per week, which shall consist of the following: four (4) days with one (1) continuous self-directed preparation period of not less than forty-five (45) minutes, and one (1) day with an administration-directed preparation period of not more than forty-five (45) continuous minutes. Any additional preparation periods will be contiguous with other duty-free time.

4-5. Internal Substituting. Internal substitution is defined as one teacher covering a class or duty for another teacher in lieu of a preparation period. No teacher shall be required to perform internal substitution except in cases of emergency. When teachers provide a full class period of internal substituting they shall receive compensation at the hourly rate of \$20.00. AHS shall give teachers twenty-four (24) hours' notice of substitution assignments whenever practicable.

4-6. Duties. Teachers shall be required to complete the equivalent of fifteen (15) minutes of duty time per school day over the course of a week. These duties shall normally include outside arrival, breakfast, lunch, recess or outside departure, and may not include janitorial work or maintenance work. AHS will honor teacher preference in duty assignments to the extent it is administratively possible. Teachers may opt to sign up for additional duties with Principal approval and will be compensated at the prorated hourly rate of \$22.50. Additional duties may be added by the Principal to teachers who have planning minutes available outside their designated planning minutes under this Agreement.

Article 5 **SALARIES**

5-1. 2016-2017 School Year. All members shall receive a 7.5% raise, retroactive to halfway through the payroll year (~2/15/17). All teachers who were hired at Passages prior to July 1, 2015 with a Bachelor's degree who were making less than \$40,000/year, shall receive the greater of a 7.5% raise or an increase to a base salary of \$40,000/year. All teachers who were hired at Passages prior to July 1, 2015 with a Master's degree who were making less than \$43,000/year shall receive the greater of a 7.5% raise or an increase to a base salary of \$43,000/year.

5-2. 2017-2018 School Year. Bargaining unit employees shall be placed on the salary schedules below, according to their years of experience at Passages, up to three (3) years of outside teaching experience, and level of education. Any bargaining unit employee whose salary at Passages for the 2016-2017 school year is greater than the salary at the lane and step at which s/he would be placed according to his/her years of experience and level of education shall be placed in the appropriate lane on the step with the salary that is closest to, but not less than, his/her 2016-2017 salary. In the event such placement does not result in a raise of at least 2.5% between 2016-2017 and 2017-2018, the bargaining unit employee's salary shall be raised by the difference

between the salary schedule placement raise and 2.5%. In future years, such bargaining unit employees shall remain frozen at their initial step placement until their years of experience catch up to the step, but shall nevertheless have the collectively bargained cost of living adjustment applied to their salaries as reflected in the salary schedule for each year.

5-3. 2018-2019 School Year. All bargaining unit employees shall receive a 4.5% cost of living adjustment raise and step and lane advancement as reflected in the salary schedules set forth in Section 5-5 and Section 5-6 of the Agreement.

5-4. Pension Contributions. For bargaining unit employees required to contribute to the Chicago Teachers' Pension Fund, AHS shall make a contribution on behalf of the employee equal to zero percent (0%) of the employee's salary and the employee shall make a nine percent (9%) contribution for those employees who have been employed for one (1) to three (3) years; AHS shall make a contribution on behalf of the employee of two percent (2%) for employees who have been employed from four (4) to eight (8) years at Passages, and four percent (4%) for employees who have been employed nine (9) years or more at Passages.

5-5. Teacher Salary Schedules.

2017-2018

	BA	MA	
1	\$42,000	\$46,000.00	
2	\$43,050	\$47,150.00	2.50%
3	\$44,126	\$48,328.75	2.50%
4	\$45,229	\$49,536.97	2.50%
5	\$46,586	\$51,023.08	3.00%
6	\$47,518	\$52,043.54	2.00%
7	\$48,468	\$53,084.41	2.00%
8	\$49,438	\$54,146.10	2.00%
9	\$50,426	\$55,229.02	2.00%
10	\$51,435	\$56,333.60	2.00%
11	\$52,978	\$58,023.61	3.00%
12	\$54,567	\$59,764.32	3.00%

2018-2019 4.5%

1	\$43,890.00	\$48,070.00
2	\$44,987.25	\$49,271.75
3	\$46,111.93	\$50,503.54
4	\$47,264.73	\$51,766.13
5	\$48,682.67	\$53,319.12
6	\$49,656.32	\$54,385.50
7	\$50,649.45	\$55,473.21
8	\$51,662.44	\$56,582.67
9	\$52,695.69	\$57,714.33

10	\$53,749.60	\$58,868.61
11	\$55,362.09	\$60,634.67
12	\$57,022.95	\$62,453.71

5.6. Paraprofessional/Teacher Assistant/Office Clerk/Administrative Assistant Salary Schedules.

2017-2018

BA			
1	\$26,500.00	\$30,000.00	
2	\$27,295.00	\$30,900.00	3.00%
3	\$27,977.38	\$31,672.50	2.50%
4	\$28,676.81	\$32,464.31	2.50%
5	\$29,250.35	\$33,113.60	2.00%
6	\$29,835.35	\$33,775.87	2.00%
7	\$30,432.06	\$34,451.39	2.00%
8	\$31,040.70	\$35,140.42	2.00%
9	\$31,971.92	\$36,194.63	3.00%
10	\$32,931.08	\$37,280.47	3.00%

2018-2019 4.5%

1	\$27,692.50	\$31,350.00
2	\$28,523.28	\$32,290.50
3	\$29,236.36	\$33,097.76
4	\$29,967.27	\$33,925.21
5	\$30,566.61	\$34,603.71
6	\$31,177.94	\$35,295.78
7	\$31,801.50	\$36,001.70
8	\$32,437.53	\$36,721.73
9	\$33,410.66	\$37,823.39
10	\$34,412.98	\$38,958.09

Article 6
STIPENDS

- 6-1.** Mentor Teachers for teachers under remediation - \$1500 per remediation period.
- 6-2.** Extra-duty rate (e.g., morning care, lunch/recess duty, dismissal duty) - \$22.50 per hour.
- 6-3.** Class size stipend - \$5.00 per day per student over the class size limit in Article 7.

Article 7
CLASS SIZE

On average, Passages shall maintain a staffing ratio of no more than twenty-eight (28) students to one full-time classroom teacher. If an individual class size exceeds thirty (30) students, then the teacher shall receive additional compensation, as specified in Article 6.

Article 8
HEALTH AND SAFETY

8-1. Environment. Bargaining unit employees shall work under safe and healthy working conditions. Bargaining unit employees are expected to use good judgment and common sense in matters affecting health and safety, to observe posted safety rules and to comply with all applicable safety regulations.

8-2. Reports to Administration. Bargaining unit employees are responsible for reporting to the Passages administration, in writing when reasonably possible, any allegedly unsafe circumstance, situation or event, including any injury. There shall be no reprisals for making a good-faith report in accordance with this Article.

8-3. Investigation. AHS will investigate any reported unsafe, hazardous, unhealthy, or potentially dangerous working condition and shall take necessary steps to have the condition remedied within a reasonable time period commensurate with the urgency of the situation.

8-4. Assault. Bargaining unit employees shall report to the Passages Administration as soon as reasonably possible any instance of assault suffered in connection with their employment. Consistent with its obligations under applicable law, AHS shall comply with any reasonable request from the bargaining unit employee for information in its possession relating to the incident or persons involved, and shall act in appropriate ways as a liaison between the bargaining unit employee, local law enforcement, and any court or administrative agency.

8-5. Student Code of Conduct. To ensure the safety of all bargaining unit employees, AHS shall enforce all applicable student codes of conduct.

8-6. Safety and Health Guidelines. AHS shares an interest with bargaining unit employees in maintaining a safe work and school environment. In furtherance of that interest:

8-6.1 AHS shall develop, distribute to bargaining unit employees, and consistently apply a school visitor policy that provides for who can access the school buildings at what times and for what reasons, and the procedures through which visitor access permission may be secured.

8-6.2 Bargaining unit employees shall have access to the school building to which they are assigned from one (1) hour before the beginning of their work day through two (2) hours after the end of their work day.

8-6.3. AHS shall develop policies on fire safety, school lockdowns, school evacuations and first aid. Bargaining unit employees shall be trained on said policies prior to the conclusion of the first quarter each school year.

8-6.4. AHS shall ensure that all classroom entry points are lockable, and the teacher and other appropriate staff have a key.

8-6.5. AHS shall disseminate a policy and provide training to newly hired bargaining unit employees concerning their professional and statutory duties as mandated reporters within their first month of employment.

8-6.6. No unauthorized bargaining unit employee may provide or administer medications to students. The administration of medication should be referred to the appropriate school personnel (e.g., the school nurse) as identified by the Principal.

Article 9 PARAPROFESSIONALS

9-1. Workday. Paraprofessionals' workdays shall be the same as teachers' workdays with respect to duration, lunch breaks, and duties. Paraprofessionals shall have one (1) daily fifteen (15)-minute period solely for data entry at the end of the school day.

9-2. Job Duties and Class Coverage. Utilization of all paraprofessionals shall be in conformity with applicable statutes. Paraprofessionals shall not be used as substitutes for teachers except for temporary emergency supervisory duty.

9-3. Professional Development. Professional development at the school level shall include paraprofessionals to the extent reasonably possible.

9-4. After-school Duty. When paraprofessionals are required to provide student supervision after school on early-student-release days, the student-to-adult ratio shall not exceed 15:1. In the event the ratio exceeds 15:1, the paraprofessional shall be compensated \$2 per hour per every student above a 15:1 ratio.

9-5. Special Education Staff Meetings. Paraprofessionals shall be included in special education staff meetings to the extent reasonably possible.

Article 10 SPECIAL EDUCATION AND ENGLISH LANGUAGE LEARNER TEACHER WORKING CONDITIONS

10-1. Special Education Teacher Working Conditions. The Parties agree that collaboration between social workers, special education teachers and general education teachers is in the best interest of all students. To facilitate this collaboration, ChiACTS and AHS agree to the following provisions:

10-2. Definition of Special Education Teacher. The phrase “special education teacher” includes all teachers who are deemed highly qualified by the *Illinois State Board of Education Rules and Regulations* to teach students with disabilities.

10-3. Assignment. To the extent possible, special education teachers shall be given their teaching assignments for the following school year at the end of the current school year, with the understanding that assignments may change due to enrollment.

10-4. Goal Tracking. Goal tracking systems for special education students shall be developed in consultation with the special education teacher and the administrator evaluating that teacher, but ultimate decisions regarding goal tracking shall rest with the Principal or the Principal’s designee. Goal tracking systems shall be individually tailored accounting for the student’s particular needs.

10-5. Intervention Training. All special education teachers and school administrators shall be trained to administer nonviolent physical crisis interventions through programs such as the Crisis Prevention Institute (“CPI”) or Professional Assault Crisis Training (“Pro-ACT”). AHS shall assume the cost of such training. Such training shall be available, at AHS’s expense, to all bargaining unit employees who work with special education students or others with severe behavioral issues.

10-6. ELL Student Responsibilities. Crucial information about English Language Learners (“ELLs”) shall be distributed to classroom teachers within the first week of school or as it becomes available. For each bargaining unit employee, this information shall include student name, ELL proficiency levels, ACCESS score data, classroom intervention recommendations, and a contact person for ELL support.

10-7. Student Discipline. To the extent reasonably possible, special education teachers and social workers shall be informed of and have the opportunity to provide input into all disciplinary decisions regarding students on his/her caseload. When a special education student frequently exhibits extreme behavior that raises safety concerns or significantly impairs his/her own education or that of his/her peers, AHS shall schedule a manifestation determination meeting pursuant to the Individuals with Disabilities Education Act.

10-8. Special Education Student Ratio. When a student’s IEP calls for services in a general education classroom, the student must be served in a class that is composed of students of whom at least 70 percent are without IEPs, that utilizes the general curriculum and that is taught by an instructor certified for general education.

10-9. No Retaliation for Special Education Issue Reporting. Bargaining unit employees are encouraged to report to AHS when they believe a student is not receiving appropriate special education services. Bargaining unit employees shall not be subject to any retaliation for making such reports.

Article 11
LEAVES, BENEFIT DAYS, AND HOLIDAYS

11-1. Benefit Days. Bargaining unit employees shall be eligible to accrue up to five (5) days of sick leave, two (2) days of personal leave, and one (1) religious floating holiday per year. Bargaining unit employees may use sick and personal leave in full- or half-day increments. Bargaining unit employees may roll over only unused sick days for use during the following year.

11-2. Bereavement Leave. In case of a death in a bargaining unit employee's immediate family, AHS will allow up to four (4) paid days off. "Immediate family" may include, but in recognition of non-traditional family structures, shall not be limited to, parent, spouse, domestic partner, child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, and grandchild.

11-3. Family Medical Leave Act (FMLA) Leave. AHS provides family and medical leave in accordance with the requirements of the Family Medical Leave Act ("FMLA"). The FMLA provides a means for eligible employees to balance their work and family responsibilities by taking unpaid leave for certain reasons for up to twelve (12) weeks in a twelve (12)-month period of employment. Specific provisions govern the use of FMLA, including, *e.g.*, the use of military family leave, medical certification and notification requirements. Detailed information regarding the FMLA can be found in the AHS employee handbook.

11-5. Election Day Leave. Bargaining unit employees are encouraged to vote either before or after their regularly scheduled work hours. Bargaining unit employees shall be permitted up to two (2) hours off with pay to vote upon request if the employee is scheduled to start work less than two (2) hours after the time that polls open and the employee is scheduled to end work less than two (2) hours before the time that polls close. Bargaining unit employees must submit this request in writing at least one (1) week prior to Election Day. Two (2) hour Election Day leaves shall be granted for either the start of the day or for the end of the day depending on the operational needs of the school as determined by the Principal or his/her designee.

11-6. Jury Duty. Bargaining unit employees should notify their immediate supervisor of their impending jury duty at least two (2) weeks prior to their reporting date. Time off is given to bargaining unit employees called for jury duty. All full-time bargaining unit employees will be paid for four (4) consecutive calendar weeks in any one (1) year while on jury duty. Part-time bargaining unit employees are paid for jury duty only if the bargaining unit employee had been previously scheduled to work during that time. Once a bargaining unit employee is released from jury duty, s/he is expected to return to work. The bargaining unit employee is expected to provide the supervisor with a copy of the jury notification, and documentation of the dates served.

11-7. Military Leave of Absence. Bargaining unit employees who must take time off to serve in the Reserves or National Guard will be allowed such time off and will be paid their wages and benefits that exceed their military base pay. Part-time bargaining unit employees are eligible for this benefit only if the days involved had previously been scheduled as workdays. Temporary bargaining unit employees are not eligible for this benefit. Bargaining unit employees who are called to active duty will be granted a Leave of Absence for the duration and service will accrue while the employee is serving their tour of duty.

11-8. Leave Rights. All bargaining unit employees on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on leave. Bargaining unit employees who go on an unpaid leave of absence covered by the FMLA shall receive their health and welfare benefits for the balance of the leave. Upon the expiration of FMLA covered leave, they shall be allowed continued benefits at their own expense, to the extent they remain eligible for said benefits under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”). Bargaining unit employees taking leaves not covered by the FMLA will be allowed to continue benefits during their leave at their own expense to the extent they remain eligible for such benefits under COBRA.

11.8.1. A bargaining unit employee returning from any type of paid leave shall be entitled to return to the same position and assignment she/he had prior to the leave. A bargaining unit employee returning from any type of unpaid leave shall be entitled to return to the same position and assignment she/he had prior to the leave unless that position was filled in her/his absence with another employee, and in such case the returning employee shall be entitled to an equivalent position.

11-8.2. A leave shall not be used for the purpose of seeking or accepting employment elsewhere.

11-9. Holidays. All full-time bargaining unit employees are entitled to the holidays listed below.

Labor Day; Veterans’ Day; Thanksgiving Day, Day Before & Day After; Christmas Eve & Day; New Year’s Eve & Day; Martin Luther King, Jr. Day; President's Day; Memorial Day

Article 12 **INSURANCE BENEFITS**

I. Insurance Benefits

- A. As used in this Section, the term “insurance” shall mean AHS’s Group Health Care, Dental Care, Life, Vision and Long-Term Disability (“LTD”) Plans. AHS will also maintain an Employee Assistance Plan.
- B. AHS reserves the right to utilize any insurance carrier or to self-insure using a professional claims administrative service.
- C. All health, dental, life, and long-term disability benefits shall be given in accordance with the terms and conditions contained in the plan booklets provided to the Union on May 1, 2017 and formal insurance policies including changes made unilaterally by carrier for all similar policies. If unilateral changes are made, the Union will be informed in writing of those changes as soon as reasonably possible.
- D. AHS and the Union agree that the provisions of the Health Care Plan and the Collective Bargaining Agreement are based upon current legal requirements. If such legal requirements should change due to legislative action in the future which shall impact AHS, the Parties agree that they shall, at the request of either party,

meet and bargain solely over the terms of the Health Care Plan. The terms of these negotiations shall not be binding upon either party unless by mutual agreement.

- E. All full-time members have the option to participate in the offered insurance plans. If a member chooses not to participate, they must decline participation. A member becomes eligible to enroll in the insurance plans effective on the first date of employment.

II. Medical and Dental Insurance

A. *Payment of Premium.*

1. AHS shall provide employee and dependent insurance coverage in accordance with the below provisions for all years in this agreement, with the exception of the plan year covering FY2016-2017. Contributions shall remain status quo for the plan year covering FY2016-2017.

- HMO Plan: The member shall pay the first thirty percent (30%) of the insurance premium for single coverage. AHS shall pay the remaining seventy percent (70%) of the insurance premium.

The member shall pay the first fifty percent (50%) of the insurance premium for spouse and dependent coverage. AHS shall pay the remaining fifty percent (50%) of the insurance premium.

- PPO Plan: The member shall pay the first thirty percent (30%) of the insurance premium for single coverage. AHS shall pay the remaining seventy percent (70%) of the insurance premium.

The member shall pay the first fifty percent (50%) of the insurance premium for spouse and dependent coverage. AHS shall pay the remaining fifty percent (50%) of the insurance premium.

- HSA Plan: The member shall pay the first twenty percent (20%) of the insurance premium for single coverage. AHS shall pay the remaining eighty percent (80%) of the insurance premium.

The member shall pay the first thirty percent (30%) of the insurance premium for spouse and dependent coverage. AHS shall pay the remaining seventy percent (70%) of the insurance premium.

2. Payment of any premiums beyond AHS's contribution shall be made by the member via payroll deduction.
- For the 2016-2017 plan year which runs from July 1, 2016 to June 30, 2017, payroll deductions will begin with the first paycheck of the school year through the final payroll in August.

- For subsequent years, payroll deductions will align with the fiscal year calendar.

B. *Coverages*

1. Plan details of all insurance plans are available on the ADP web portal. In addition, details of all insurance plans will be made available to all members through distribution of copies at least yearly. The terms and conditions of these insurance plans determine benefits for eligible employees. This agreement will not alter these plans or grant additional benefits not provided within them.

III. Vision Insurance

- A. AHS shall provide voluntary vision insurance for all eligible members. The payment of premium is at the expense of the member.

IV. Long-Term Disability

- A. A long-term disability plan shall be provided at AHS's expense for period of disability lasting longer than ninety (90) days. The benefit shall be fifty percent (50%) of monthly earnings to a maximum of \$9,250.
- B. Members on long-term disability will not accrue any leave time.

V. Life Insurance

- A. AHS shall provide term life insurance for each full-time member in an amount equal to the teacher's annual salary, to a maximum of \$30,000, provided, however, that for teachers aged sixty-five (65) and older, the amount of the life insurance benefit may be reduced as set forth in the carrier's policy.
- B. Optional life insurance shall be made available, at the member's expense, and coverage is subject to the qualifications as established by the carrier.

VI. Flexible Spending Accounts

- A. AHS will offer a pre-tax, Flexible Benefits Plan to shelter eligible medical expenses and eligible dependent/child care expenses consistent with the Internal Revenue Code Section 125 and its governing regulations. Members will be responsible for the cost of participation in this plan.

VII. Short-term Disability

AHS shall maintain for bargaining unit employees the short-term disability leave benefits in place for the 2015-2016 school year for the duration of this Agreement.

VIII. 2018-2019

- A. The premium cost splits listed above shall be fixed for the duration of this Agreement. If there are any plan design changes as part of the renewal for 2018-2019 or employee premium rate increases of more than 5% on any plan, AHS shall meet with the Union to discuss options to address those changes.

Article 13
WORK YEAR

The work year for all bargaining unit employees except administrative assistants and office clerks shall consist of two hundred ten (210) days, including one hundred eighty (180) days of instruction, ten (10) days of winter break, five (5) days of spring break, two (2) days of fall break, eight (8) paid holidays, and five (5) non-student attendance teacher work days.

Article 14
ADMINISTRATIVE ASSISTANTS AND OFFICE CLERKS

14-1. Work Day. The work day for Office Clerks and Administrative Assistants shall be no more than eight (8) hours, including a forty-five (45)-minute duty-free lunch, and shall normally be either 7:30 a.m. to 3:30 p.m., or 8:00 a.m. to 4:00 p.m.

14-2. Work Year. Office Clerks and Administrative Assistants shall be 12-month employees, provided that they shall: (a) follow the teacher work calendar during the school year; (b) work a 6-hour daily schedule during the summer (with summer defined as the day after the teacher work year ends to the day teachers return at the beginning of the next school year); and (c) receive five (5) summer vacation days which must be used contiguously and may not be rolled over to subsequent years if not used.

14-3. Job Duties. Office Clerks and Administrative Assistants shall not be required to perform the following duties:

- a) Administration of nursing or medical services for which they are not duly trained and authorized, including the administration of medication to students;
- b) Janitorial duties;

- c) Administration of student discipline; or
- d) Any other duty outside of their job descriptions, except in emergency situations.

Office Clerks and Administrative Assistants shall not be required to supervise students for more than one (1) hour per day, except in cases of emergency. They shall not be used as a substitute for a teacher except for temporary emergency supervisory duty where the welfare of students is involved, and such temporary supervisory duty shall not exceed one (1) hour.

14-4. Substitute Teacher Services Coordination. Any bargaining unit employee required to perform substitute teacher services coordination outside of work day hours will be paid an annual stipend of \$950.

Article 15 **PROVISIONAL PERIOD**

The employment of bargaining unit employees in their first year of employment at Passages shall be provisional. AHS, in its sole discretion, may extend the Provisional Period of a bargaining unit employee an additional twelve (12) months. AHS shall notify bargaining unit employees whose provisional periods will be extended before the conclusion of their first twelve (12) months of employment. Bargaining unit employees may be released from employment without cause and in the sole discretion of AHS during this provisional period, with notice given to the Union and an opportunity to discuss.

Article 16 **TEACHER EVALUATION**

16-1. Purpose. ChiACTS and AHS agree with the following goals and purposes for teacher evaluation:

- 1) To improve teacher performance, leading to improved student outcomes and student growth.
- 2) To engage teachers in reflection and self-assessment regarding their own performance.
- 3) To provide teachers with information, support and guidance to inform their development and foster growth.

16-2. Orientation. Teachers shall be provided with an orientation session on the AHS teacher evaluation framework and the evaluation procedures during the first week of the school year prior to student attendance. A teacher hired after the first week of the school year prior to student attendance shall be provided with said orientation within the first week after his/her hiring. A copy of the teacher evaluation framework and evaluation procedures shall be provided to every teacher during the orientation session.

16-3. Evaluation Procedures.

16-3.1 *Evaluator.* The Principal, Assistant Principal(s), and other administrators as designated by the Principal shall serve as the evaluators of all teachers and are responsible for issuing summative evaluation ratings. Principals, Assistant Principals, and other administrators designated by the Principal to serve as evaluators will participate in one (1) yearly evaluation training session as directed by AHS.

16-3.2 *Formal Classroom Observations.* At least two times per school year, once per semester, all teachers will receive a formal classroom observation, lasting forty-five (45) minutes or the length of the class period. All formal classroom observations will be preceded by a pre-observation conference and followed by a post-observation conference. Formal observations shall take place no sooner than the fourth week of a semester, and no later than four (4) weeks prior to the last day of student attendance. Each school year, an evaluator must perform at least one (1) informal observation of a teacher's classroom prior to his/her first pre-observation conference with the teacher. This initial informal observation must be at least fifteen (15) minutes in duration.

Formal observations shall not be performed during the administration of a student examination.

16-3.3 *Pre- and Post-Observation Conferences*

- (a) Pre-observation conferences will be scheduled with no less than 48-hours' notification to the teacher.
- (b) Pre-observation conferences between the teacher and the evaluator will take place two (2) to three (3) school days prior to the formal classroom observation. Pre-observation conferences prior to a formal classroom observation are private, interactive discussions between the evaluator and the teacher. The discussions at pre-observation conferences will address, but are not limited to, lesson and unit plans, portfolios of student work, student issues, resource needs, and the teacher's identification of areas in which he or she wishes to receive focused feedback from the evaluator, and other professional practice issues identified by the teacher or evaluator.
- (c) Each formal observation shall take place when the instructional module and academic subject discussed at the pre-observation conference are to be taught.
- (d) Post-observation conferences between the teacher and the evaluator shall take place within ten (10) school days following an observation and shall be private. During the post-observation conference, the evaluator will provide the teacher feedback and copies of the "Teacher

Observation and Coaching Tool” and/or “Observation Rubric” the evaluator completed during the observation. Both the teacher and evaluator will sign and date the Observation Tool and/or Rubric document(s), and the teacher will be provided a copy. The teacher’s signature indicates receipt of the document and not necessarily agreement with its contents.

- 16-3.4. *Informal Classroom Observations.* The Principal, Assistant Principals, and other administrators designated as evaluators by the Principal may additionally conduct as many informal classroom observations as they deem necessary, without prior notice to the teacher. Informal observations may be used in furtherance of the purposes of teacher evaluation identified at the beginning of this Article, but shall not be included in the calculation of a teacher’s summative rating.
- 16-3.5. *Summative Ratings.* At the end of the school year, a summative evaluation rating for each teacher will be calculated by averaging each of the teacher’s formal classroom observation ratings or scores for the school year. AHS will provide teachers with their summative evaluation ratings no later than the seven (7) days prior to the last day of student attendance. The summative evaluation rating shall be in writing, include the dates of each of the formal observations and conferences, comments and observation scores/feedback. The teacher and the evaluator will sign and date the summative rating document and the teacher will be provided with a copy. The teacher’s signature indicates receipt of the document and not necessarily agreement with its contents.
- 16-3.5. *Remediation Plans for Unsatisfactory Performance.*
- (a) A teacher who is rated unsatisfactory after any formal observation will be placed on a remediation plan, developed by the Principal, Assistant Principals, and other administrators designated as evaluators by the Principal, in consultation with the teacher.
 - (b) Remediation plans will specifically identify, in writing, by the Principal, Assistant Principals and other administrators designated as evaluators by the Principal, the areas for improvement with targeted outcomes and/or activities that must be completed in order to address such areas. The remediation period shall be forty (40) school days, during which time the teacher will be formally observed at least twice.
 - (c) If at the end of the remediation period the teacher does not meet the objectives set forth in the remediation plan as identified by the Principal, Assistant Principals and other administrators designated as evaluators by the Principal, the teacher shall be deemed to have not remediated. At that point, the Principal may choose to: (1) terminate the teacher or (2) extend the remediation plan period for the purpose of providing the teacher further opportunity to remediate prior to termination.

- (d) A teacher on a remediation plan will be assigned a teacher mentor, if requested, who will help to address the areas in need of improvement. Teacher mentors will serve voluntarily and be selected by the Principal or Assistant Principal from those teachers in the highest evaluation rating band. Teacher mentors will receive a stipend per mentoring assignment as set forth in Article 6 of the Agreement. A teacher on remediation may choose to use his/her self-directed planning periods to observe other teachers at Passages if the teacher and Principal believe this would aid in the success of the remediation plan.

16-4. Evaluation Framework. Teacher evaluation ratings shall be determined in accordance with the parties' January 10, 2017 Interim Agreement on Teacher Evaluation. Any changes to the teacher evaluation rubric identified in the Interim Agreement shall be made by mutual agreement through the Joint Evaluation Committee.

16-5. Joint Evaluation Committee. The Parties shall convene a committee comprised of an equal number of bargaining unit employees, appointed by the ChiACTS building representative, and Passages management personnel to meet at least annually during the term of this Agreement to confer regarding teacher evaluation procedures and rubric. The Parties also shall convene a committee comprised of an equal number of bargaining unit employees, appointed by the ChiACTS building representative, and Passages management personnel to meet during the term of this Agreement to research, review and discuss alternative teacher evaluation procedures and rubrics.

Article 17 **DISCIPLINE**

17-1. Just Cause. No non-provisional employee may be disciplined without just cause.

17-2. Progressive Discipline. Generally, discipline shall be progressive in nature according to the following steps:

- Step 1: Verbal warning with e-mail follow-up
- Step 2: Written warning
- Step 3: Suspension, either with or without pay
- Step 4: Dismissal

Any of these steps may be bypassed based upon the severity of the employee's misconduct. An employee shall be provided notice of the allegations raised and an opportunity to respond before a final determination regarding discipline is made. An employee shall have the right to Union representation during any investigatory or disciplinary meeting held under this provision, provided that it is the employee's responsibility to contact his/her Union representative and secure that representative's attendance at the meeting. Discipline shall advance from one step to the next if the employee commits a substantially similar infraction within two (2) years of the previous disciplinary action.

17-3. Procedures for Progressive Discipline. For Steps 2 through 4, the aforementioned notice shall be provided in writing, copying the Union; and the aforementioned opportunity to respond shall take place at a pre-discipline meeting scheduled in the written notice. The Principal, or her/his designee, shall administer all steps of the discipline procedure through Step 3, provided that the Principal's designee shall not be a bargaining unit employee or case manager; the CEO shall administer Step 4 of the discipline procedure. Following the pre-discipline meeting, the Principal, or her/his designee, or the CEO in cases of dismissal, shall issue a written notice, copying the Union, regarding what disciplinary action, if any, s/he has decided to take.

Article 18 PROFESSIONAL DEVELOPMENT

18-1. Professional Development Assignments and Materials. Every reasonable effort shall be made to provide the agenda and any materials that need to be reviewed and/or completed prior to a professional development session to bargaining unit employees no less than two (2) school days in advance of the professional development session.

18-2. Mandatory Training. Any training that must be completed by AHS mandate or mandate of the Chicago Public Schools shall be completed during bargaining unit employees' regular work day, which includes full-day professional development days. Bargaining unit employees shall not be required to attend professional development sessions that are clearly inapplicable to their job descriptions as determined by the Principal upon submission of written objections by bargaining unit employees.

18-3. Professional Development for First-year Teachers. AHS agrees to provide professional development support for teachers through completion of their first full year of employment. Such support may include a mentoring program, an ongoing professional development program, as well as time devoted to learning and training in the AHS Teacher Evaluation System. The mentoring program shall be developed in consultation with the Union, provided AHS will have final decision-making authority concerning the structure and implementation of the program.

18-4. Professional Development Feedback. AHS shall meet with a Union designee(s) no less than once per semester to receive feedback on recent professional development, to review the upcoming professional development plan, and to discuss ideas for improvement.

18-5. Professional Development Release Days. Teachers shall be provided with one (1) day of release time per year to attend professional development needed for teaching license renewal. Professional development release days shall be subject to Principal-approval, but such approval may not be unreasonably denied and is subject to budget constraints. All teachers granted leave for professional development purposes shall be required to share the skills, resources or other aspects of professional growth that they have learned through a presentation to staff and the administration during a subsequent professional development session.

Article 19 NON-DISCRIMINATION

In the application of provisions of this Agreement or AHS regulations and policies affecting terms and conditions of employment, there shall be no discrimination or retaliation by AHS in its recruitment programs, hiring practices, dismissal procedures, or in other aspects of the employment relationship, no shall AHS discriminate or retaliate against any bargaining unit employee on the basis of race, creed, color, age, sex, national origin, marital status, veteran status, disability, sexual orientation, gender identity or expression, civil union status, domestic partnership status, parental status, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, the utilization of benefits authorized by this Agreement or AHS policy, or membership, participation in, or association with the activities of the Union.

Article 20
TEACHER SCHEDULE CHANGES

After September 15, if a teacher's schedule changes in a significant way (i.e., change in content area, grade level or academic level) that impacts over 40% of the teacher's course load, the teacher shall be given a five (5) school day notice prior to such change taking place. Within the five (5) school day period, the teacher shall receive a minimum of one (1) additional planning/prep period a day. This provision does not apply to teachers who request schedule changes that impact over 40% of their course loads. A teacher who experiences such a schedule change may decline the additional planning time if s/he does not believe it is necessary.

Article 21
GRADE ENTRY

If AHS decides to implement a grade entry policy, it shall bargain with the Union concerning the impact of such policy.

Article 22
INSTRUCTIONAL PLANNING

The development and use of instructional plans (i.e., lesson plans, unit plans, daily lesson plans, and curriculum maps) is a professional responsibility vital to effective teaching. Lesson plans shall include, but not be limited to, standards, objectives, language objectives, assessments, differentiation stages and lesson activities, and shall be submitted to the Principal or his/her designee. The organization, format and notation of the instructional plan are within the teacher's discretion. Teachers shall enter the instructional plans into an online shared folder accessible to the Principal, coaches and coaching designees. Teachers may collaborate on instructional plans. AHS may revise the procedures for submitting lesson plans from time to time.

Article 23
AFTER-SCHOOL EVENTS

Bargaining Unit employees shall not be required to attend more than one (1) after school event (i.e., open house, academic game night, cultural event, not including parent report card pick-up and conferences) per quarter, or no more than four (4) per school year. Bargaining unit employees will be paid \$20 an hour for any additional after school events they are required to attend.

Article 24
COLLABORATION COMMITTEE

24-1. Introduction. The Parties agree that participatory leadership through workplace collaboration is an essential practice in excellent schools. In furtherance of this purpose, AHS and the Union shall establish a Collaboration Committee to ensure meaningful bargaining unit employee participation in the decisions that impact AHS's students and learning community.

24-2. Purpose. The purposes of the Collaboration Committee include, but are not limited to, the following: discussing recommendations regarding curriculum improvement, and the teacher and paraprofessional evaluation process; the school calendar and bell schedules; supporting the development of a strong family and community involvement in the lives of students; providing input concerning the Passages Student Code of Conduct; reviewing school operations that impact bargaining unit employees; and reviewing activities and events that will improve school culture for students and bargaining unit employees.

24-3. Composition. The Collaboration Committee will be comprised of at least three (3) and no more than five (5) bargaining unit employees, all of whom shall be selected by the Union, and any administrators selected by AHS. The Collaboration Committee will meet no less than once per month during the school year.

Article 25
AHS EDUCATION COUNCIL

There shall be two (2) seats on the AHS Education Council reserved for bargaining unit employees. The individuals to fill those seats shall be elected by the bargaining unit employees on an annual basis.

Article 26
JOB DESCRIPTIONS

Bargaining unit employees shall be provided with a job description upon being hired or upon request. Job descriptions may be updated as appropriate at AHS's discretion. Updated job descriptions will be re-distributed to affected members upon completion of revisions. Job descriptions shall define bargaining unit employees' responsibilities and delineate lines of authority and reporting relationships.

Article 27
ACCESS TO PERSONNEL FILE

Keeping personnel files up-to-date is important, as it affects pay, deductions, benefits and other matters. If a bargaining unit employee has a change in any of the items listed below, the bargaining unit employee must notify AHS as soon as practicable:

- 1) Legal name
- 2) Home address
- 3) Home telephone number
- 4) Person to call in case of emergency
- 5) Marital status
- 6) Change of beneficiary (life insurance purposes)
- 7) Driving record, or status of driver's license (if you operate any AHS vehicles)
- 8) Military or draft status
- 9) Exemptions on your W-4 tax form
- 10) Training certificates
- 11) Professional license
- 12) Expiration of licenses (Chicago Teachers' Pension Fund purposes)

Bargaining unit employees have certain rights under the Illinois Personnel Record Review Act to see information which is kept in their personnel file and to receive copies of documents they have signed. Bargaining unit employees, or their Union representative, upon submission of valid written authorization to AHS, may review certain specified personnel records at reasonable intervals, but not to exceed two (2) times per semester. If a bargaining unit employee wants to inspect his/her personnel records, s/he must make a written request to AHS to schedule an appointment to review his/her records.

Article 28
LAYOFF AND RECALL RIGHTS

28-1. Notice to ChiACTS. AHS shall notify ChiACTS of any proposed layoffs no less than thirty (30) days before they are to take effect.

28-2. Layoffs in Bargaining Unit Positions. In the event that there is a reduction or change in the work force that results in the layoff of bargaining unit employees, bargaining unit employees shall be laid off in the following order, within area of qualification and category of position targeted for reduction:

- 1) Any bargaining unit employee whose current performance evaluation rating is "unsatisfactory";
- 2) Any substitute or temporary bargaining unit employees;
- 3) Provisional bargaining unit employees, by rating tier;
- 4) Non-provisional bargaining unit employees rated "needs improvement";
- 5) All other non-provisional bargaining unit employees.

Within each of the foregoing five (5) tiers, bargaining unit employees shall be displaced by inverse order of seniority, with the least senior bargaining unit employee being laid off first.

28-3. Notice to Affected Bargaining Unit Employees. AHS shall notify bargaining unit employees who will be laid off fifteen (15) days in advance of the effective date of the layoff.

28-4. Recall of Bargaining Unit Positions. Bargaining unit employees who are laid off shall be put on a recall list for any positions at the school that become vacant for which they are qualified. Recall rights shall be valid for one (1) year following the effective date of the layoff. Recall selection shall be done in inverse order of layoff selection set forth above.

Article 29 UNION ACCESS

29-1. Union Access. Upon twenty-four (24) hours' advance notification to the Principal, or in the Principal's absence, to the acting administrator, the Principal or acting administrator shall permit the Union President or the Union President's designated representative to access the schools for any purpose relating to the terms and conditions of this Agreement, provided such access does not interfere with the instructional program, and shall not exceed one (1) hour. The Union representative shall report to the school office immediately upon arrival and comply with AHS's policies and procedures, including but not limited to visitor and safety policies.

29-2. Meetings. On twenty-four hours' advance notice to the Principal, the Union shall have the right to schedule meetings in the building before or after regular duty hours and during lunch time of bargaining unit employees involved in matters concerning their employment, the provisions of this Agreement and for the conduct of Union business, provided said meetings do not interfere with an in-service or general faculty meeting previously scheduled and posted prior to the twenty-four (24) hour notification given to the Principal. Where such meetings are held outside of the operating hours of the school, the Union shall pay the additional costs. The Union President or his or her designee has the right to attend Union meetings at the school, provided he or she complies with AHS's policies and procedures, including but not limited to visitor and safety policies.

Article 30 UNION RIGHTS

30-1. Bulletin Boards, E-mail Accounts and Mailboxes. Authorized agents of ChiACTS can provide *official* Union notices and information to bargaining unit employees via their employee email or mailboxes and AHS agrees to designate a bulletin board in the employee lounge for ChiACTS' communication of *official* Union notices and information to bargaining unit employees, provided that any material posted shall be subject to AHS's general policies including, but not limited to those related to non-discrimination, non-harassment, non-disparagement and decorum. The Parties recognize that AHS has a right monitor all communication on its computer systems at any time and that neither bargaining unit employees nor ChiACTS has any legitimate expectation of privacy in any communication made pursuant to AHS computer systems, including email. Use of AHS computer systems, including email, remains subject to AHS policies and procedures, including non-discrimination, non-harassment, acceptable use of technology and code of conduct.

30-2. Information Sharing. AHS will notify ChiACTS when posted on-line or shall deliver electronically or in hard copy to the Union President or designee the following informational items: (a) notice of regular or special meetings of AHS's Board of Directors and/or Executive Committee, the agenda for such meetings and the approved minutes for such meetings; and (b) AHS's annual budget and year-end financial statements as soon as such documents are approved by the Board of Directors. Such notification shall not be necessary when the regular and announced schedule is posted.

30-3. Union Meetings. ChiACTS shall have one (1) scheduled thirty (30)-minute period of time four (4) times per year for a Union meeting to be held on each campus during the regular workday on non-student attendance days.

30-4. Dues Check-off. Upon receipt of a specified written check-off authorization form from any bargaining unit employee, AHS agrees to deduct from each pay period the applicable monthly dues payment that ChiACTS indicates is required for obtaining and maintaining membership in ChiACTS from the pay of each bargaining unit employee and shall remit the same to the Union on or before the last day of each month during which this Agreement remains in effect and as long as the written check-off authorization form is not revoked. ChiACTS shall advise the AHS in writing and in a timely manner of the amount of any deduction required by this paragraph. Membership shall continue from year to year unless revoked in writing at which time the employee shall become an agency fee payer.

All bargaining unit employees must either become members in good standing of the Union and pay the requisite membership dues *or* refrain from becoming a Union member and pay the pre-determined fair share amount (*i.e.*, become an agency fee payer) within thirty (30) days of this Agreement's effective date or, in the case of newly hired employees, within thirty (30) days of employment. Agency fee payers whose religion prohibits them from making the requisite fair share payments to the Union may be required to make a commensurate payment to a non-religious charitable organization mutually agreed upon by such employee and the Union.

30-5. Committee on Political Education. Upon receipt of a written authorization from a bargaining unit employee as in Appendix B, AHS shall deduct from the wages due said bargaining unit employee the sum specified in the authorization and remit to the ChiACTS Committee on Political Education (COPE) Fund as the bargaining unit employee's voluntary contribution to said Fund. The administration of this COPE Fund check-off shall be the same as the dues and/or agency fee check off.

Article 31 MANAGEMENT RIGHTS

The Employer retains all powers and authority to direct, manage and control its operations, except to the extent that any such power or authority is expressly contrary to any provision of this Agreement or applicable law. For example, and without limitation, the Employer expressly reserves the following rights and authority:

- (a) To determine the qualifications for employment with the Employer;

- (b) To hire employees, assign and direct their work, discharge or otherwise discipline employees for cause, promote, demote, transfer, lay off and recall employees;
- (c) To promulgate or modify reasonable work rules, policies, procedures and regulations;
- (d) To determine the Employer's mission, goals, program and curriculum design and methodologies for teaching and assessment for fulfilling them;
- (e) To take such steps as are necessary or appropriate to fulfill the Employer's contractual obligations and performance to its authorizer, founder and applicable law;
- (f) To establish educational policies and academic programs with respect to the admission and education of students and student academic progress, including, without limitation, methods for ensuring the rights and educational opportunities of all students;
- (g) To determine staffing patterns and design, including, as necessary, any decision to lay off or reduce its workforce;
- (h) To determine the number and types of bargaining unit members and other personnel required;
- (i) To operate its school, including moving or modifying facilities;
- (j) To determine methods of raising revenue, budget procedures and budget allocations;
- (k) To contract with any third party for one or more services otherwise performed by bargaining unit members, including, without limitation, the procedures for obtaining such contract and the identity of the third party, but not for the purpose of replacing a position held by a current bargaining unit employee;
- (l) To determine class size, class staffing and assignment, class schedules, academic calendar year, hours and places of instruction, student assessment policies and parent engagement policies;
- (m) To make and implement decisions concerning use and staffing of experimental or pilot programs and decisions concerning the use of technology to deliver educational programs and services and staffing to provide the technology; and
- (n) To take action on any matter in the event of an emergency as such is deemed an emergency by the Employer in its reasonable exercise of its judgment.

The exercise of the Employer's powers, rights, authority, duties and responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and

discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with state and federal law. The Employer shall have the right to make or change and enforce any reasonable work rule, policy or practice not inconsistent with this Agreement.

Article 32
SAVINGS CLAUSE

Any provision in this Agreement that is contrary to or held to be in violation of any applicable law or regulation shall be void and of no force or effect, and this Agreement shall be construed as if such provision were removed, it being intended, however, that the other provisions of this Agreement shall not be affected by such removal and, to the greatest extent possible consistent with applicable law, shall be interpreted to give effect to the intention of the Parties as evidenced by this Agreement.

Article 33
SUCCESSOR CLAUSE

AHS will not assign this Agreement during its Term to any party who does not agree to honor the terms and conditions of this Agreement during its Term.

Article 34
NO-STRIKE/NO-LOCKOUT

During the Term of this Agreement, the Parties agree that the bargaining unit employees shall not engage in a strike, slowdown, or any other work stoppage, and ChiACTS shall not instigate, encourage or condone the same, and AHS agrees that it shall not lockout the employees.

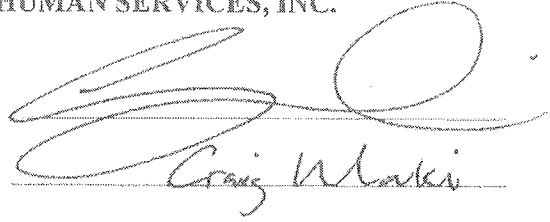
WHEREAS, the Parties have executed this Agreement this day of _____, 2017.

ASIAN HUMAN SERVICES, INC.

By: _____

Name: _____

Title: CEO



Craig Markin

ChiACTS, LOCAL 4343, IFT-AFT, AFL-CIO

By: _____

Name: Chris Baehrend

Title: President



APPENDIX A: DUES CHECK OFF FORM



Dues Deduction Authorization

Print Full Name:

Street Address: _____ City: _____

State: _____ Zip: _____ Home Phone: _____ Work Phone: _____

Employer: _____ Campus: _____ Title: _____

Home email address: _____

Pursuant to applicable law, I assign to Chicago ACTS, IFT, AFT, AFL-CIO from my compensation as an employee an amount equal to the dues fixed by the Constitution of Chicago ACTS and AFT policy per pay period as membership dues in the Union. I authorize and direct my employer to remit said dues to the Union by the tenth day of each month.

I submit this assignment and authorization with the understanding that it will be effective on the date I sign it and in full force and effect throughout my employment with the employer while I am a member of the bargaining unit. This assignment and authorization will be revoked in the event that I am no longer a member of the bargaining unit or have a break in employment with the employer.

This assignment and authorization are effective at once.

Signature: _____ Date: _____

Dues, contributions, or gifts to Chicago ACTS, IFT, AFT, AFL-CIO are not deductible as charitable contributions for federal income tax purposes. Under limited circumstances, Union dues may qualify as a business expense.

APPENDIX B: COPE CHECK OFF FORM



Chicago ACTS COPE Check off Authorization

I hereby authorize and direct my employer to deduct from my pay the sum of \$_____ per pay period and to remit that amount to the Chicago ACTS Committee on Political Education (Chicago ACTS COPE).

This authorization is voluntarily made by me, based on my specific understanding that the signing of this Authorization Card and the making of these voluntary contributions are not conditions of membership in the Union. I understand that I may refuse to contribute without reprisal and that I may contribute more or less and will not be favored or disadvantaged by the Union for doing so. I further understand that Chicago ACTS COPE is a Political Action Committee (PAC) connected with Chicago ACTS, which will use my contribution for political purposes, including but not limited to, making contributions to and expenditures for candidates for federal, state, and local offices and addressing federal, state, and local political issues. This authorization shall remain in full force and effect until revoked by me in writing.

Print Full Name:

Signature: _____ Date:

Contributions or gifts to Chicago ACTS COPE are not deductible as charitable contributions for federal income tax purposes.