

**BEFORE  
ARBITRATOR JEANNE CHARLES**

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<b>In the Matter of the Arbitration Between</b>	)	<b>Case No. 20-08-038(se)</b>
	)	
<b>CHICAGO TEACHERS UNION</b>	)	
<b>LOCAL 1, AFT</b>	)	
<b>Union</b>	)	<b>REQUIRED IN-PERSON WORK</b>
	)	<b>DURING REMOTE LEARNING</b>
<b>And</b>	)	
	)	
<b>CHICAGO BOARD OF EDUCATION</b>	)	
<b>Employer</b>	)	

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**APPEARANCES**

**For the Union:**

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**For the Employer:**

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**SUMMARY FINDINGS AND ORDER**

This expedited arbitration proceeding arose from an August 21, 2020 Union grievance asserting that compulsory, full-time work inside CPS school buildings violates Article 14-1 of the parties' labor contract, which states: "**14-1. Safe and Healthful Working Conditions.** Bargaining unit employees shall work under safe and healthful conditions." A hearing was conducted remotely on September 15 and 16, 2020, and the parties have submitted post-hearing briefs which have been reviewed and considered in this ruling.

For the reasons stated in a separate Opinion, I make the following findings:

1. Reporting to work inside CPS school buildings increases the danger of infection by COVID-19, an airborne, highly communicable, deadly, and still not fully understood disease;
2. The only way to eliminate the risk of COVID-19 infection and death is for School Clerks, School Clerk Assistants, and Technology Coordinators to work remotely;
3. Although the Board has made efforts to mitigate the risk, subjecting these employees to increased risk of COVID-19 infection for work that can be performed remotely does not fulfill CPS's contractual promise that its employees work in "safe and healthful conditions";
4. On this record, it cannot be determined that each school building is safe and healthful to work in and in accordance with the Precautionary Principle, it is better to err on the side of allowing remote work, where feasible, since the extent of the inherently hazardous conditions presented by COVID-19 in each school building is unknown.
5. Allowing these employees to work remotely, where it is feasible to do so, properly balances employer and employee needs that are necessary to fulfill CPS's contractual promise to provide a safe and healthful workplace for its employees.

Based on the foregoing, I find insufficient evidence that the Board's school buildings are safe and healthful for these employees to work in; that the Board does not sufficiently mitigate the risk to these employees by directing them to work full time inside school buildings when certain duties can be performed remotely; and that CPS has therefore violated Article 14-1.

I also direct the following remedy:

1. The Board shall permit its school clerks, school clerk assistants, and technology coordinators to perform all work duties remotely that may feasibly be performed remotely; and
2. The matter is remanded to the parties for two days (subject to extension by mutual agreement) to reach agreement implementing the remedy. If they cannot agree, or have other disputes concerning implementation of the remedy, I retain jurisdiction and the parties shall promptly return to this Arbitrator to resolve any disputes.

  
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Jeanne Charles, Arbitrator

Dated: October 2, 2020