



CHICAGO
TEACHERS
UNION

Jesse Sharkey
President

Stacy Davis Gates
Vice President

Christel Williams-Hayes
Recording Secretary

Maria Moreno
Financial Secretary

January 14, 2021

Affiliations
American Federation of
Teachers, Illinois
Federation of Teachers,
American Federation of
Labor – Congress of
Industrial Organizations,
Illinois Federation of
Labor – Congress of
Industrial Organizations,
and Chicago Federation
of Labor, Industrial
Union Council

Ms. Mary Ernesti
Director
Office of Employee Engagement
Chicago Public Schools
42 W. Madison Street, 9th floor
Chicago, Illinois 60602

RE: Article 3-8
[REDACTED]
[REDACTED],
[REDACTED]
(In re: Withheld Compensation for Remote Work)
Case # 21-01-021(zf)
Subject: Including, but not limited to, Articles 3,
14-1, 14.2, 14-5, 14-6, 14-7 and 820 ILCS 115

Dear Ms. Ernesti:

In accordance with the provisions of Article 3-8 of the Agreement between the Board of Education and the Chicago Teachers Union, the Chicago Teachers Union files this grievance on behalf of the above-named CTU bargaining unit members and all others similarly situated.

The grievants worked on Monday, January 4, 2021, performing work duties remotely as they have been doing since the pandemic began. They were each then notified that their requests to be paid via TEL were denied and that they would not be compensated for their remote work.

This is in clear violation of the Illinois Wage Payment and Collection Act, the Collective Bargaining Agreement and, the award by Arbitrator Jackie Charles in Case No. 20-08-038 (Required In-person Work During Remote Learning). Article 14-1 affirms the right of bargaining unit members to work under safe and healthful conditions. Bargaining unit employees have been performing their duties remotely since March 17, 2020 due to the serious health risks posed by in-person instruction and work in school buildings due to the continued uncontrolled spread of COVID-19 in Chicago.

On January 4, 2021, CPS unilaterally implemented its plan to require bargaining unit staff assigned to pre-school and special education cluster programs to report for in-person work. CPS did so (1) without bargaining over whether such employees would have the opportunity to be vaccinated against COVID-19 prior to returning for in-person work; (2) without agreed protocols on ventilation, screening, COVID-19 testing, or health and safety; and (3) regardless of how many of their students were amongst the two-thirds of pre-school and special education cluster program students whose parents opted to keep them enrolled in remote instruction.

CPS has announced to the public and the Union its intention to unilaterally implement the same decision with respect to employees assigned to Kindergarten through 8th grade programs beginning January 25th.

Article 14 outlines a series of protocols to ensure the health and safety of affected bargaining unit members. These have not been followed. Adequate PPE has not been provided; negotiations have not concluded on safe conditions; the pandemic continues to rage. The level of public health danger posed by Covid has clearly been acknowledged by the Mayor in continuing the "Stay at Home" order until January 22, 2021.

The Illinois School Code 820 ILCS 115 mandates that all employees who have performed work for the employer be paid for their labor. Thus, the Chicago Teachers Union contends that denying compensation to these or other employees who are working remotely due to their serious concerns about health and safety is a violation of both the Collective Bargaining Agreement and Illinois laws pertaining to wage theft.

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As a resolution to this issue, the Chicago Teachers Union requests that CPS immediately pay these teachers and any other bargaining unit members who have been denied payment for remote work. This is a continuing violation, and the Union seeks all relief necessary to make the affected bargaining unit members whole for the above-described contract violations, and any similar contract violations the Board commits in this respect henceforth.

The Union further demands that all employees who have been working remotely be permitted to continue such work and receive compensation until an agreement is achieved between the Union and the Board on the conditions under which in-person learning can safely resume.

This grievance arises under the tentatively agreed terms of the new labor contract as implemented by CPS. No final agreement has been concluded and the Union reserves all of its rights.

Your assistance with this problem as stipulated in Article 3-8 will be appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Jesse Sharkey".

Jesse Sharkey
President

JS:ZF/oteg-743-kt
cc: Grievants