

State of Illinois
Illinois Educational Labor Relations Board

CHARGE AGAINST EMPLOYER

Case:

Date Filed:

1. Employer against whom charge is brought

a. Name of Employer: Chicago Board of Education (“CBE”)

b. Address: 1 N. Dearborn Street, 9th Floor, Chicago Illinois 60602

c. Employer Representative: Kaitlyn Girard, Labor Relations Officer

d. Telephone No. 773-553-1700

e. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 14(a), subsections (1) and (5) of the Illinois Educational Labor Relations Act.

2. Basis of the Charge

In February 2021, the Chicago Board of Education (“CBE”) and the Chicago Teachers Union (“CTU” or “Union”) executed a Memorandum of Agreement for the Resumption of In-person Instruction in the Chicago Public Schools during the Covid-19 pandemic (hereinafter “the February MOA”). The February MOA was effective through August 24, 2021, and covers critical employee and student health and safety subjects, including health and safety protocols in CPS facilities, school building ventilation, Covid-19 testing for employees and students, contact tracing, public health metrics and quarantine protocols governing operational pauses in the event of Covid-19 outbreaks, school building and district-wide health and safety committees, vaccination, employee workplace accommodations and staffing, and school community supports. The February MOA also covers educator scheduling and other working conditions associated with student instruction during the Covid-19 pandemic.

The parties are currently engaged in negotiations for a successor agreement concerning bargaining unit employees’ terms and conditions of employment regarding the same issues for the Fall 2021 semester. During the course of negotiations, CBE has proposed to discontinue or diminish a series of the protocols established by the February MOA – including with respect to health and safety protocols, social distancing, public health metrics and quarantine policy,

workplace accommodations, and bargaining unit employee staffing and safety. No agreement has been achieved on these and other mandatory bargaining subjects. As of August 24, the parties have not concluded bargaining and are not at impasse in their negotiations.

On August 24, CBE issued a document entitled “Fall Opening: The Parent, Educator and External Partner Guide” (hereinafter, the “CBE Fall Opening Guide”). The CBE Fall Opening Guide unilaterally announced and imposes new terms affecting bargaining unit employees’ working conditions and personal safety, including with respect to health protocols, student cohorts, contact tracing, Covid-19 testing, social distancing, quarantine protocols, exceptions to the face covering requirement, and requiring teachers to simultaneously instruct students who are in-person and online. The CBE Fall Opening Guide both modifies terms and conditions concerning mandatory subjects of bargaining in effect when the February MOA expired, and implements new terms and conditions, prior to the conclusion of bargaining.

During the parties August 24, 2021 bargaining session, CBE deliberately refused to inform the Union that it would be releasing the Fall Reopening Guidance within an hour after the bargaining session concluded.

The CBE has further unilaterally announced and imposed other changes in employee terms and conditions without prior notice to, agreement from, or bargaining with the Union.

The CBE has further failed and refused to provide all requested information to the Union necessary for formulating and evaluating proposals and otherwise engage in intelligent bargaining.

CBE has violated Section 14(a)(5) by modifying the terms in effect when the parties’ February MOA expired, by unilaterally implementing new terms prior to the conclusion of bargaining a successor MOA, and by failing and refusing to provide requested information.

By the foregoing and other acts, the CBE violated Sections 14(a)(1) and (5) of the Act.

3. Relief Sought

The IELRB is requested to order the CBE to refrain from unilaterally implementing new terms affecting bargaining unit employees’ working conditions and employees’ and students’ personal safety until bargaining between CBE and CTU over a success MOA has concluded. The IELRB should further order the CBE to provide all relevant information requested by the CTU.

4. Full name of party filing charge: Chicago Teachers Union, Local No. 1, IFT-AFT, AFL-CIO

5a. Address: 1901 W. Carroll, Chicago, Illinois, 60012

5b. Telephone No: 312-329-9100

6. Full name of national or international organization of which it is an affiliate or constituent unit: American Federation of Teachers, AFL-CIO

7. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief

/s/ Robert E. Bloch

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