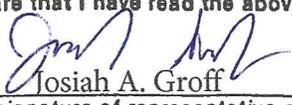


IL 548-0039		STATE OF ILLINOIS		DO NOT WRITE IN THIS SPACE	
ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD		Case	Date Filed		
First Amended CHARGE AGAINST EMPLOYER		2022-CA-0009-C			
INSTRUCTIONS: File an original and 2 copies of this charge with IELRB Executive Director at the IELRB Office in Chicago or Springfield.					
1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT					
a. Name of Employer Chicago Board of Education					
b. Address (street, city, state, ZIP code)		c. Employer Representative		d. Telephone No.	
1 North Dearborn Street, Suite 950, Chicago, IL		Estela Beltran		773-553-1707	
e. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 14(a), subsections (list subsections) <u>(1) and (5)</u> of the Illinois Educational Labor Relations Act, and these unfair labor practices are unfair practices within the meaning of the Act.					
2. Basis of the Charge (be specific as to facts, names, addresses, locations involved, dates, places, etc.)					
See attachment.					
3. Relief Sought					
See attachment.					
By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 14 of the Act.					
4. Full name of party filing charge (if employee organization, give full name, including local name and number)					
Chicago Teachers Union, IFT/AFT/AFL-CIO					
5a. Address (street and number, city, state, and ZIP code)				5b. Telephone No.	
1901 W. Carroll Ave., Chicago, IL 60612				312-329-9100	
6. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)					
American Federation of Teachers					
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.					
By  Josiah A. Groff (signature of representative or person making charge)		attorney (title if any)			
Address 8 S. Michigan Ave., 19th Fl., Chicago, IL 60603		312-372-1361 (Telephone No.)		1/5/2022 (date)	

Attachment to First Amended Unfair Labor Practice Charge Against Employer

Employer: Chicago Board of Education

Charging Party: Chicago Teachers Union

Case No. 2022-CA-0009-C

Filed January 5, 2022

2. Basis of the Charge

a. Unilateral Implementation of Changes to Terms and Conditions of Employment in Violation of Section 14(a)(5)

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 had not concluded bargaining and were 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 imposed 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. This failure and/or refusal to provide information is detailed in Case No. 2022-CA-0035.

The 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.

b. Lockout in Violation of Sections 14(a)(1), (3), and (5) of the Act.

On January 4, 2022, a majority of the CTU's members voted in favor of exercising their right to refrain from working in a dangerous workplace and to resume working remotely until the District has implemented an adequate COVID-19 testing program to detect infected individuals during the current surge or until the number of infections subsides below the metrics set forth in the February 24, 2021 MOA commencing January 5, 2022. This resolution is attached as Exhibit A, hereto. Before the workday could begin on January 5, 2022, the CBE cancelled classes, and locked out members of the bargaining unit by preventing them from working remotely. This lockout violates Section 14(a)(1), (a)(3), and 14(a)(5).

The Act protects the right of employees to individually assert their statutory rights with respect to their wages, hours and other conditions of employment. Teachers and other CBE employees have the right under the Illinois OSH act and its regulations to refuse hazardous work assignments. The lockout of such employees in response to the assertion of their statutory rights violates Section 14(a)(1). The lockout is in support of the CBE's illegal imposition of new terms and conditions of employment and of CBE's other unfair labor practices in violation of Sections 14(a)(1), (3) and (5) of the IELRA.

The lockout also violates the parties' collective bargaining agreement. Further the District's demand that employees report to work without providing safe and healthy working

conditions constitutes a repudiation of the essential elements of the collective bargaining agreement in violation of Section 14(a)(1) and (5).

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 is requested to order the CBE to honor the statutory right of employees to refrain from working in dangerous conditions and to allow employees to work remotely. It should make employees for any losses they have suffered.

In addition, the IELRB should seek injunctive relief pursuant to Section 16(d) of the Act to require the District to maintain the status quo ante pending a full decision on the merits of these charges.



HOUSE OF DELEGATES

REMOTE-WORK-ONLY AUTHORIZATION RESOLUTION

1 **WHEREAS** the Chicago Board of Education (“Board”) is currently engaged in several serious,
2 ongoing unfair labor practices including, without limitation, those described below;

3 **WHEREAS** the Board has unilaterally discontinued numerous health and safety protocols
4 required under its February 2021 Memorandum of Agreement for the Resumption of In-Person
5 Instruction (“MOA”) with Chicago Teachers Union (“Union or CTU”) and has refused to
6 bargain in good faith toward a successor MOA;

7 **WHEREAS** the Board has illegally withheld critical data concerning instances of school-based
8 Covid-19 exposure and infection, contact tracing, Covid-19 deaths of Chicago Public Schools
9 community members, and school-by-school vaccination rates;

10 **WHEREAS** The City of Chicago is currently meeting the public health metric from our
11 February 2021 MOA requiring a district-wide 14-day operational pause, included for reference
12 below:

13 “Following the resumption of in-person learning under this agreement, CPS shall
14 pause in-person learning for 14 days and transition fully to remote instruction
15 citywide if the Covid-19 test positivity rate (7-day rolling average) in the City of
16 Chicago meets the following criteria:

- 17
- 18 1) Rate increases for 7 consecutive days:
 - 19 2) Rate for each of the 7 consecutive days is at least 15% higher than the rate
20 one week prior; and
 - 21 3) Rate on the 7th day is 10% or greater.

22 CPS shall resume in-person learning when the 14-day pause expires, or when the
23 criteria for pausing in-person learning are no longer met, whichever is later.”

24 **WHEREAS** as of January 3, 2022, the City of Chicago is reporting 4,591 new Covid-19 cases
25 per day, with approximately 600 children testing positive every day. The citywide positivity rate
26 is 23.6% -- 74% higher than the rate the week prior. 88% of intensive care unit beds in Chicago
27 hospitals are occupied and the City is reporting 110 new Covid-19 hospitalizations per day;

28 **WHEREAS** the current surge in Covid-19 cases is being driven by the Omicron variant, which
29 is highly contagious and believed to multiply 70 times faster than the Delta variant. While
30 vaccination still provides strong protection against severe illness and death from Omicron, even
31 fully vaccinated people are much more prone to contract and transmit Omicron than they were
32 with previous strains of the virus;

33 **WHEREAS** only 51% of 12-17 year-olds in CPS are fully-vaccinated, only 12% of 5-11 year-
34 olds are fully-vaccinated. CPS Pre-K students under 5-years-old are not yet eligible to be
35 vaccinated;

-OVER-

EXHIBIT A

36 **WHEREAS** the Union has proposed that the Board require all staff, students, vendors, and
37 volunteers provide a negative result from a PCR Covid-19 test taken within 48 hours before
38 returning to in-person learning, or otherwise abide by the public health metric above from the
39 February 2021 MOA. The Board has rejected this proposal and has refused to take either
40 measure;

41 **WHEREAS** the Board itself is reporting that out of the 150,000 Covid-19 take home test kits it
42 provided to CPS families at the end of December, only 35,223 (less than 25 percent) had been
43 completed by January 2, 2022, with 24,836 found to be invalid, and 18% testing positive for
44 Covid-19;

45 **WHEREAS** in a survey of CTU members with 1,000 respondents during the week of December
46 27, 2021, nearly 28% indicated they had tested positive for Covid-19 within the past week;

47 **WHEREAS** the House of Delegates recognizes and endorses the sentiment of the CTU
48 membership that a job action over the Board's illegal refusal to bargain over the decision when
49 and how to safely resume in-person learning and to protect the health and safety of our
50 membership, be called;

51 **WHEREAS** the Union is committed to democracy, and views the current situation as one that
52 impacts all members; therefore, be it

53 **RESOLVED** that the CTU shall conduct a Remote Work Action Authorization Vote remotely
54 on Tuesday, January 4, 2022; and be it finally

55 **RESOLVED** that the HOD endorse and ask the CPS, non-retiree membership to vote the
56 following:

57 In response to serious unfair labor practices and the Board's refusal implement adequate Covid-
58 19 health and safety protocols,

- 59 • Do you authorize the CTU members at CPS district schools to conduct remote work only,
60 starting on January 5, 2022?
- 61 • This remote work action will last until the sooner of January 18, 2022, or when the City
62 of Chicago is no longer meeting the public health metrics from the February 2021 MOA
63 that require a district-wide pause of in-person learning.
- 64 • The House of Delegates may convene to vote to suspend the remote work action prior to
65 January 18 in the event that CPS makes an acceptable proposal on a safety agreement.

Adopted *Adopted as Amended* *Defeated* *Tabled* *Other*

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that he caused a copy of the foregoing Charging Party's First Amended Charge Against Employer to be served on January 5, 2022, on the individuals listed below by email:

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/s/ Josiah A. Groff