

MEMORANDUM OF AGREEMENT

THIS AGREEMENT IS MADE by and between the BOARD OF EDUCATION OF THE CITY OF CHICAGO (“the BOARD”) and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73 (“the UNION”). In support of this Memorandum of Agreement (“Agreement”), the BOARD and the UNION (collectively the “Parties”) state:

WHEREAS, the UNION represents a bargaining unit of BOARD employees in the title of Crossing Guard with the City of Chicago (the “bargaining unit”);

WHEREAS, the Parties recognize that the Crossing Guards will no longer be employed by the City of Chicago as of the close of business on December 31, 2020, and that effective January 1, 2021, Crossing Guards who elect to be employed by the Chicago Public Schools (“CPS”) will be so employed, provided they meet CPS’s hiring criteria;

WHEREAS, the UNION and the City of Chicago are parties to a collective bargaining agreement, dated January 1, 2018 to June 30, 2022 (“the City CBA”), that governs the terms and conditions of employment of Crossing Guards with the City of Chicago, including terms concerning promotional and transfer bidding processes;

WHEREAS, the UNION and the BOARD are parties to a collective bargaining agreement dated July 1, 2019 to June 30, 2023 (“the BOARD CBA”);

WHEREAS, Crossing Guards represented by the UNION who meet CPS’s hiring criteria will leave the employ of the City of Chicago and such Crossing Guards will join the employ of the BOARD and be fully employed by the BOARD, as of January 1, 2021;

THEREFORE, the BOARD and the UNION agree to the following:

1. Upon beginning employment with CPS, Crossing Guards will continue to be subject to the terms and conditions of the City CBA and will not be subject to the BOARD CBA, unless otherwise provided for in this Agreement;

2. All Crossing Guards who meet CPS's hiring criteria will begin employment with the BOARD on January 1, 2021;
3. All Crossing Guards who are hired by the BOARD shall have their years of service with the City count as part of their seniority, for all purposes, with the BOARD.
4. The Parties agree to file a joint unit clarification petition to the Illinois Educational Labor Relations Board adding the title of "Crossing Guard" to the bargaining unit certified in case 2015-UC-0012-C;
5. The BOARD agrees that it does not have a present intention to privatize the work performed by the Crossing Guards and shall not privatize Crossing Guard work during the period that the City CBA is in effect.
6. Crossing Guards will be governed by the existing operations and practices of the BOARD to the extent that such existing operations and practices do not conflict with the language in the City CBA, except for the following terms:
 - a. The BOARD shall provide all Crossing Guards the same health and benefit programs provided by the BOARD to the BOARD's employees covered by the BOARD CBA, and the premiums, coverage, and related terms offered through those programs, including optional long-term disability, optional health and dental benefits, and supplemental retirement, beginning February 1, 2021;
 - b. Crossing Guards will be subject to the leaves of absence policies outlined in the BOARD CBA, for the following leaves: short-term disability and maternity leave, military leave, bereavement leave, jury duty, court attendance, election leave, leave to attend conferences, report card pick up, family and medical leave, and personal days;

- c. The BOARD shall adhere to the City CBA for all other leaves of absence, including, but not limited to, union leave, vacation days, sick leave, holidays, injury on duty leave, personal leave, medical leave, and marriage leave. Crossing Guards that work on City CBA holidays will be paid at the rate of one-and-a-half times the normal rate of pay.
- d. Staff will receive a one-time bid opportunity on vacant positions on July 1st of every year. If multiple crossing guards bid on the same position, it will be awarded based on length of service. Notice of vacancies will be provided within two weeks of the bid being opened
- e. The BOARD shall offer all Crossing Guards the opportunity to voluntarily begin working on their current posts on January 11, 2021, while all Guards who begin employment with CPS will be required to report to their current posts on February 1, 2021;
- f. Programs and employment benefits provided by the CBA with the City of Chicago that are not offered by the BOARD, limited to Unpaid Furlough Program and the deferred compensation plan match (among others), will not be continued upon employ with the BOARD;
- g. Crossing Guards shall be compensated for time spent on trainings mandated by the BOARD at their regular hourly rate and overtime rates in accordance with applicable law;
- h. Performance evaluations will follow the BOARD's Talent evaluation process;

- i. Crossing Guards' pay shall continue at the rates of pay currently received by each individual employee, as negotiated under the City CBA, and Crossing Guards will fall under the pay schedule administered by the BOARD;
 - j. Crossing Guards shall be subject to the due process and the disciplinary process outlined in Article 10 of the BOARD CBA;
 - k. Crossing Guards shall be subject to the grievance procedure outlined in Article 3 of the BOARD CBA.
7. Any alleged violation of this Agreement shall be subject to the grievance procedure outlined in the BOARD CBA.

WHEREFORE, to memorialize their Agreement, the Parties, by their duly authorized agents, have affixed their signatures to this Memorandum of Agreement.

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 73

BY: _____
Joseph T. Moriarty
General Counsel

BY: _____
[Signatory]

DATE: _____

DATE: _____