

**OLD TOWN SCHOOL OF FOLK MUSIC
AND
OLD TOWN TEACHERS ASSOCIATION, Local 909, IFT-AFT,
AFL-CIO**

**Collective Bargaining Agreement
July 1, 2022 - June 30, 2027**

TABLE OF CONTENTS

ARTICLE I. NEGOTIATIONS AND JOB TITLES REPRESENTATED	1
ARTICLE II. PURPOSE	1
ARTICLE III MANAGEMENT RIGHTS	2
ARTICLE IV NO STRIKE/NO LOCKOUT	3
ARTICLE V EMPLOYEE RIGHTS	3
ARTICLE VI DUES DEDUCTION AND UNION SECURITY	6
ARTICLE VII TRAINING	7
ARTICLE VIII UNION RIGHTS	7
ARTICLE IX UNION-EMPLOYER RELATIONS	8
ARTICLE X HIRING	9
ARTICLE XI EVALUATION	10
ARTICLE XII DRUG AND ALCOHOL USE	11
ARTICLE XIII CONFLICT OF INTEREST AND NON-SOLICITATION	12
ARTICLE XIV CLASS CANCELLATION	13
ARTICLE XV REDUCTION IN FORCE	14
ARTICLE XVI SHARED GOVERNANCE	17
ARTICLE XVII WORKING CONDITIONS	18
ARTICLE XVIII INTELLECTUAL PROPERTY	20
ARTICLE XIX GRIEVANCE PROCEDURE	21
ARTICLE XX VIRTUAL INSTRUCTION	24
ARTICLE XXI HEALTH AND SAFETY	25
ARTICLE XXII DISCIPLINE AND DISCHARGE	26
ARTICLE XXIII BACKGROUND CHECKS	27
ARTICLE XXIV WAGES	28
ARTICLE XXV GROUP INSURANCE	31

ARTICLE XXVI TIME OFF BENEFITS, LEAVES, DISCOUNTS, HOLIDAYS	31
ARTICLE XXVII ACCOMODATION FOR DISABILITY	34
ARTICLE XXVIII PERSONNEL POLICIES, RULES, AND REGULATIONS	35
ARTICLE XXIX EQUITY AUDIT	35
ARTICLE XXX SAVINGS	35
ARTICLE XXXI DURATION AND EFFECTIVE DATE	36
5	
SIDE LETTER ON THE IT SYSTEMS POLICY	37
SIDE LETTER: RUBRIC AND RATING SCALE	38
WORKSHOPS SIDE LETTER	39
VIRTUAL TEACHING INTERIM SIDE LETTER	39
INFORMATION TECHNOLOGY SYSTEMS USE POLICY	40

ARTICLE I

NEGOTIATIONS AND JOB TITLES REPRESENTED

A. Job Titles Represented.

The Employer recognizes the Union, or its duly recognized successor, as the exclusive representative for all instructors, including Instructors and Wiggleworms-in-Residence Teaching Artists, employed by the Employer at its facilities currently located at 4544 and 4545 N. Lincoln Ave., Chicago, Illinois 60625 and 909 W. Armitage Ave., Chicago, Illinois 60614 and in the following Employer programs located away from the Employer's facilities: Wiggleworms Branches, Artist in Residence, Fee for Service CPS & More, Wiggleworms in Residence, and Arts & Wellness/Music Moves Chicago as defined in the certification in Case 13-RC-232382 on January 24, 2019 by the National Labor Relations Board. This exclusive representation is for purposes of negotiating wages, hours, benefits, and other terms and conditions of work. Substitute instructors, accompanists and camp faculty are not covered by this agreement unless they are concurrently employed in a bargaining unit position.

B. New Titles and Recognition

The Employer agrees that if any new job titles should be established for the same or similar work presently being performed by the positions listed in the certification described in paragraph A above, said new job titles will be treated as part of the single bargaining unit recognized by this Agreement.

C. Notification of Recognition

Employees shall have access to this Agreement and to the employer's policy and rules on their faculty portal.

ARTICLE II

PURPOSE

A. Purpose.

It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Union in support of the Old Town School of Folk Music ("OTS") Mission

B. Application of Agreement

The Parties' representatives are responsible for the faithful application of this Agreement. The Employer and the Union are committed to the uninterrupted effective performance of the educational and public service functions of the Old Town School of Folk Music.

ARTICLE III

MANAGEMENT RIGHTS

The Employer retains all powers and authority to direct, manage and control the organization and its operating units, except to the extent that any such power or authority is expressly contrary to any provision of this Agreement or applicable law. The Employer, in exercising its powers and authority where it deems appropriate, will consider input from bargaining unit members, and any committees created by this Agreement, but all final decisions will rest with the Employer except as explicitly otherwise set forth in this Agreement. For example, and without limitation, the Employer expressly reserves the following rights and authority:

- a) To determine the qualifications for employment with the Employer;
- b) To hire bargaining unit employees, assign and direct their work, discharge or otherwise discipline employees, promote, demote, transfer, and layoff employees, except as explicitly agreed to in writing by the parties;
- c) To promulgate or modify reasonable work rules, policies, procedures, standards, and regulations related to safety and discipline, except as explicitly agreed to in writing by the parties;
- d) To determine the Employer's mission, goals, and program design and methodologies of teaching and assessment for fulfilling them;
- e) To take such steps as are necessary or appropriate to fulfill the Employer's contractual obligations and performance to its authorizer, founder, and applicable law;
- f) To promulgate and modify evaluation processes and systems, subject to the requirements of the Agreement;
- g) To determine staffing patterns and design, including, as it deems appropriate, to lay off or reduce its workforce, subject to the requirements of the Agreement;
- h) To determine the number and types of bargaining unit employees and other personnel required;
- i) To operate the school, including moving or modifying facilities and programs;
- j) To determine methods of raising revenue, budget procedures and budget allocation;
- k) To contract with any third party where it deems appropriate;
- l) To determine class size, class staffing, and assignment, class scheduling, Session calendar, hours, and places of instruction, subject to the requirements of the Agreement;
- m) To make and implement decisions concerning use and staffing of group classes and programs, subject to the requirements of the Agreement;

- n) To take action relative to immediate safety issues on any matter in the event of an emergency, subject to the requirements of the Agreement.

Except as otherwise addressed in this Agreement, nothing in this Section is intended to waive any rights the Union has or any obligations the Employer may have under Section 8(a)(5) of the National Labor Relations Act.

ARTICLE IV

NO STRIKE/NO LOCKOUT

During the Term of this Agreement, the Parties agree that the Bargaining Unit Members shall not engage in a strike, slowdown, or any other work stoppage, and the Union bargaining unit leadership shall not instigate, encourage, or condone the same. Further, Old Town School of Folk Music agrees that it shall not lockout the Bargaining Unit Members during the Term of this Agreement.

ARTICLE V

EMPLOYEE RIGHTS

A. No Discrimination or Harassment.

1. There will be no discrimination by either the Union or the Employer with respect to any applicant or candidate for employment or employee because of race, creed, color, national origin, religion, sex, sexual orientation, gender identity, disability, marital status, veteran status, ancestry, political affiliation, union affiliation, unfavorable discharge from the military, citizenship status, order of protection status, civil union status, age, genetic information, expressions of gender identity, membership or non-membership in or activity on behalf of or in opposition to the Union, or status as protected Veteran, or other demographic characteristic upon which discrimination is prohibited by the laws of the United States or the State of Illinois.

2. The Employer and the Union will cooperate in taking steps to prevent such harassment from occurring and to provide remedies and appropriate discipline when such harassment is found to have occurred. Prohibited conduct includes but is not limited to unwanted sexual advances/gestures, physical contact, or actions or statements which a reasonable person would find offensive or humiliating on one or more of the grounds listed above and which interfere with an employee's employment or student/client's equal enjoyment of the benefits of the Employer's programs.

3. Employees who feel that they have been discriminated against or harassed are encouraged to report such discrimination or harassment to their immediate supervisor and/or Human Resources as soon as possible after the alleged improper conduct. Employees who elect to file a charge or complaint of discrimination with a local, state, or federal agency or court shall not be eligible to also file a grievance alleging a violation of the non-discrimination provision of this Agreement. In the event an employee files a grievance, and subsequently files a charge or complaint of discrimination with a local, state, or federal agency or court, the employee shall have their grievance withdrawn and waived.

B. Protected Activity.

Each employee may make their own personal decision with respect to the Union or other employee organization membership without intimidation or coercion. Neither the Employer nor the Union will discriminate against any employee because of their choice with respect to Union membership or because the employee is acting or not acting as a representative of the Union, its members, or employees pursuant to the provisions of this Agreement.

C. Rights of Expression.

Unless there is just cause, no persons covered by this Agreement shall be disciplined or dismissed for their personal, political, economic, or religious opinions or activities expressed outside the workplace. The Parties recognize that all bargaining unit staff are a reflection of the Old Town School of Folk Music and are expected to be respectful in their communications and should not disparage, attack, or use hate speech about the Old Town School of Folk Music or any individual employees of the School either inside or outside the workplace.

D. Bullying

The Employer and the Union agree that bullying shall not be tolerated in the workplace. Bullying shall be defined as deliberate and repeated acts done to cause great distress to another person in order to give a feeling of power, status or other gratification to the bully. It can include but is not limited to ostracizing with malintent, name-calling, teasing, threats and extortion, publishing or sharing false or misleading information about OTS, its employees or members of the Board that does not conflict with Section 7 of the National Labor Relations Act, or physical intimidation or assault on persons and/or property. For the purpose of this section this means behavior which a reasonable person would characterize as abusive, intimidating or malicious. Any employee who feels that they have been bullied is encouraged to report the alleged conduct to their immediate supervisor and/or Human Resources as soon as practicable after the conduct occurred, but no later than two weeks after the alleged incident. Employees who elect to file a charge or complaint of discrimination with a local, state, or federal agency or court shall not be eligible to also file a grievance alleging a violation of the bullying provision of this Agreement. In the event an employee files a grievance and subsequently files a charge or complaint of discrimination with a local, state, or federal agency or court, the employee shall have their grievance

withdrawn and waived. Further, employees who fail to report alleged incidents of bullying to the appropriate supervisor or Human Resources may not be eligible to file a grievance over the alleged bullying incident(s).

E. Personnel Files.

1. Official Personnel File.

The Administrative office shall maintain the official personnel file for employees covered by this agreement. There shall be only one official personnel file for each employee. All personnel documents which are, have been or are intended to be used in determining an employee's qualifications for employment, promotion, transfer, additional compensation, discharge, or other disciplinary action shall be maintained in this file. No material contained in any supplemental personnel file may be used in any matter involving a disciplinary action or an action based upon performance unless such materials also are contained in the official personnel file. When any document related to disciplinary action is placed in an employee's official personnel file, the Employer shall furnish the employee a copy of such document.

2. Employee Review of Official Personnel File.

Upon written request, employees will be permitted to review their official personnel file up to two times per year pursuant to provisions of the Illinois Employee Access to Records Act (820 ILCS 40/1 et seq.). If authorized by an employee in writing, the Union may also review the official personnel file pursuant to relevant provisions for this Policy. Such review may be made during office hours for a reasonable period of time, and the employee may be accompanied by a Union representative if they so wish. Reasonable requests to copy documents in the files shall be honored. Employees requesting to make copies of the documents shall bear the reasonable costs of making such photocopies. Review of personnel files shall take place in the Human Resources office under supervision of Human Resources personnel. In no case shall the file or any portions thereof be removed from the office, nor shall any material contained within the file be removed, destroyed, mutilated, or otherwise altered.

3. Employee Notification.

A copy of any material related to employee performance which is placed in the official personnel file shall be submitted to the employee. Employees may dispute information in the file and if unable to reach an agreement with the Employer on correcting that information, may submit a statement to be attached to the disputed material for so long as the disputed material is part of the file.

4. Necessary to Employment Information.

The Employer shall not gather or keep record of an employee's associations, political activities, publications, communications, or non-employment activities unless the employee submits the information in writing or authorizes the employer in writing to keep or gather the information.

5. The parties agree that this section of the Agreement shall be applied so as not to diminish an employee's rights under the Illinois Personnel Records Review Act (820 ILCS/40 et seq.)

ARTICLE VI

DUES DEDUCTION AND UNION SECURITY

A. Deductions

1. The Employer agrees to deduct any or all of the following from the regular payroll of those employees who individually request such deduction and for whom a signed deduction authorization has been provided to the employer:
 - a. Union membership dues, assessments, or fees;
 - b. C.O.P.E. contributions.
2. Deductions shall be made each pay period and remitted to the Union within a reasonable amount of time not to exceed 5 business days following payroll via ACH, at the address designated in writing to the Employer by the Union.

B. Availability of Cards

The Employer shall make available Union deduction cards to employees. Such cards shall be supplied by the Union.

C. Information to Union

The aggregate deduction of all bargaining unit employees, and a list of the names, addresses, phone numbers, and email addresses of all employees in the bargaining unit and their individual deductions shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The information shall be provided in editable electronic form. The Union shall advise the Employer of any increase in deductions in writing at least fifteen (15) days prior to its effective date.

D. Agency Shop

Each employee covered by this Agreement shall, as a condition of employment, become and remain a member of the Union or, in the alternative, pay a monthly fee to the Union no greater than the amount of monthly dues and fees, not later than the first payroll of the second session of employment.

ARTICLE VII TRAINING

Teachers will be paid the training rate to attend training sessions. Teachers must attend required training sessions (i.e., Sexual Harassment Prevention training) to remain in good standing with OTS and to continue teaching.

ARTICLE VIII UNION RIGHTS

- A. Each bargaining unit employee may make their own personal decisions with respect to the Union or other employee organization membership without intimidation or coercion. There will be no discrimination against any employee by the Union or the Employer because an employee chooses not to become a member of the Union or because the employee chooses to become a member of the Union and/or acts as a representative of the Union or its members or other employees pursuant to this Agreement.
- B. The Union will advise the Employer in writing of all Union officers, stewards, and other local representatives who have been designated by the Union.
- C. The Union shall have the right to access meeting room space provided they make the request and obtain approval through the appropriate room reservation system and the right to access the following communication methods, including but not limited to mailboxes, computers, emails, and bulletin boards, for the purpose of distribution of information. Bargaining Unit members and the Union shall not use Employer copiers for Union business, except for printing proposals or counter proposals in the course of negotiations, where approved by the Employer in advance. The Union shall further have the right to post official Union materials on one bulletin board set aside for Union use located in an area designated as a “faculty/teacher lounge” at all Old Town School of Folk Music campuses.
- D. Upon written request by an authorized agent of the Union, the Employer shall use its best efforts to make available to the Union any information, statistics, and records which are relevant to negotiations, or necessary for the processing of a grievance or the enforcement of the terms of this Agreement. The Employer will redact any confidential information (such as, but not limited to, private student information or other information that is not necessary to enforce the terms of this Agreement) from any documents turned over to the Union.

- E. Local representatives, officers, and Union staff shall have reasonable access to the premises of the Employer for the purpose of handling or investigating grievances and other legitimate union matters. The Union may distribute Union literature or otherwise communicate with its members in the faculty/teachers' lounge and the public on Employer's premises during non-working hours. Distribution of Union information shall not be unreasonably restricted.
- F. The Employer will supply the Union with the following information:
1. No later than the beginning of week 5, the Employer will provide the Union, in editable electronic form, with the following personnel transactions involving bargaining unit employees: new hires, rehires, and separations. It will also include each bargaining unit member's name, address, home phone, email, class or private lesson schedule, and date of hire.
 2. Upon request, during negotiations for a successor Agreement, the Employer shall furnish the Union with the following documents and information as they are received, completed, approved, compiled, or as otherwise indicated.
 - a. Policy, Procedures, and Employee Manual revisions that affect the bargaining unit.
 - b. Simplified Board-approved current Fiscal Year budgets and financials. The Union will maintain the confidentiality of all non-public information.
- G. Distribution of Contract.
1. The Employer shall distribute the copies as follows: one copy to the faculty lounge or lounge(s) at all OTS owned campuses.
 2. Within ten (10) days of the execution of this Agreement, the Employer shall make this Agreement available electronically on its faculty portal and shall also at that time notify via e-mail all bargaining unit members of the location at which the Agreement is posted.

ARTICLE IX

UNION-EMPLOYER RELATIONS

- A. Meetings with Individual Employees

This Agreement shall not be construed to prevent the Employer from meeting with employees individually for the purpose of discussing curriculum, program services, discussing the affairs of the Employer, or hearing the views of employees. Any agreements or discussions at such meetings shall not be inconsistent with and shall in no way change or have any effect upon the provisions of this Agreement.

B. Meetings Between the Union and Representatives of the Employer
Meetings, separate from Labor-Management Meetings described below, of representatives from the Union and the Employer shall occur at such times as are mutually convenient to the parties. Either party requesting said meeting shall provide a minimum of two-days' notice of any requested meeting.

C. Labor-Management Meetings
It is the joint intention of the Union and the Employer to meet on a regular basis to promote a sound and mutually beneficial relationship. The Employer and the Union shall each designate two members to meet. Either party may invite consultants or resource persons to attend the meeting to discuss specific agenda items with a minimum of one-weeks' advance notice to the designee. There shall be at least one meeting per month. The parties may mutually agree to waive a monthly meeting. Additional meetings may also be called by mutual agreement. A mutually agreeable place and time will be established. An agenda for each meeting shall be agreed to at least one week prior to each Labor-Management meeting. Any Memorandum of Agreement made as a result of these meetings shall be reduced to writing and signed by the parties.

ARTICLE X

HIRING

- A. Job postings for bargaining unit positions will include the job title, location, qualifications, pay, benefits and duties.
- B. OTS will provide an electronic opt-in group for current bargaining unit members to receive announcements for open bargaining unit positions.
- C. When OTS posts a vacancy for bargaining unit positions, bargaining unit members may apply for the vacancy by submitting their resume to Human Resources and express interest in the vacancy. Bargaining unit members who are qualified for the vacancy and express interest and apply for the vacancy will be given equal consideration for the job. The most qualified internal applicants will be given an opportunity to interview for the bargaining unit vacancy.
- D. The employer will notify the faculty member of the hiring decision for bargaining unit positions for which they interview when the hiring decision is made.

- E. Per Article VIII(F) of the CBA, the Union will be notified and given contact information of all new bargaining unit hires once per session.

ARTICLE XI

EVALUATION

A. Evaluation Committee

1. The parties agree to form a joint Evaluation Committee that will meet within ninety (90) days of ratification. The Committee will consist of an equal number of members from Administration and the Union but no more than eight (8) members. The Evaluation Committee will be tasked with establishing an agreed-upon evaluation rubric and rating scale, and with developing a short student feedback survey with agreed-upon components. The Committee shall meet at mutually agreeable times but no less than once per month. This does not preclude the parties from meeting more frequently. The parties shall use every effort to establish the rubric and rating scale within one (1) year of their first meeting.
 - a. If the parties are unable to reach resolution, they will mutually seek assistance from a mediator to help them resolve any disagreements. Should mediation not result in resolution of all outstanding issues, the parties will jointly submit any specific outstanding issues to arbitration to be decided based on a reasonableness standard, and pursuant to Article XIX of the Grievance and Arbitration provision of the CBA.
2. Thereafter, the Evaluation Committee will continue to meet as often as agreed-upon during the evaluation cycle to evaluate the effectiveness of the evaluation program. Criteria applying to the assessment of the Evaluation program will be developed (e.g., potential changes to evaluations during life of contract) jointly by the Evaluation Committee.
3. The first evaluation cycle will commence within twelve (12) months of the Evaluation Committee issuing the agreed-upon evaluation rubric and rating scale.

B. Evaluation Process

1. Evaluations will occur every two years for teachers who have worked for OTS for more than two years. New faculty, and teachers who begin teaching a new instrument, genre, or course, shall be observed within 9 months and evaluated within the first two years of their hire date or new teaching assignment. The evaluation will encompass the work of faculty in all programs in which they teach, to the extent appropriate.

2. Teachers will be provided with information about the evaluation program after the rubric and rating scale have been established, and upon hire.
3. Evaluator(s) will be trained on the evaluation process. As part of the preparation for conducting an evaluation, evaluators who have no experience with the instrument or discipline will informally observe, at minimum, a portion of a class to experience the instrument or discipline (e.g., one observation per instrument, not per instructor. One dance observation, not all dance forms).
4. Teachers will keep their bios updated and make them available to the school.

ARTICLE XII

DRUG AND ALCOHOL USE

- A. Employees covered by this Agreement shall be entitled to the rights set forth in the Illinois Cannabis Regulation and Tax Act, provided that it is the lawful policy of the Employer that no controlled substances or paraphernalia are allowed on the Employer's property.
- B. The parties agree that employees must report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. To that end, Employees may not be under the influence of alcohol to the extent that it impairs professional conduct.
- C. Employees shall not be disciplined for legal use of cannabis outside of the workplace, provided they report to work in an appropriate mental and physical condition to perform their job in a satisfactory manner.
- D. No employees covered by this Agreement shall be subject to drug testing for any reason. An employee may be disciplined for cannabis use only in the event that the employer has a good faith belief, as defined by the Cannabis Act, that the employee is under the influence of marijuana to the extent that it impairs professional conduct.
- E. This good faith belief must be based on specific articulable symptoms. These include an employee's:
 1. Speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment;
 2. Disregard for the safety of the employee or others, involvement in any accident that results in serious damage to equipment or property;
 3. Disruption of operations; or

4. Carelessness that results in any injury to the employee or others.
- F. A complaint or anonymous tip shall not be sufficient to warrant discipline for cannabis intoxication. In order to impose discipline, the specific, articulable symptoms provided above must be observed by more than one supervisory or administrative employee. Further, the Employer shall train on cannabis intoxication any supervisor or administrative employee who is going to make a determination of intoxication based on a good faith belief. The determination of an employee not so trained shall not be considered to meet the standard of good faith belief unless a trained supervisory or managerial employee also observes specific, articulable symptoms of cannabis intoxication.
- G. Any disciplinary action taken against an employee for alcohol or cannabis impairment must conform to the provisions of this Agreement and is subject to the grievance and arbitration procedure provided herein.
- H. The employer shall notify the Union when the Employer confronts an employee about intoxication. Further, the Employer must provide to the Union specific documentation of the employee's conduct, which must be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior.

ARTICLE XIII

CONFLICT OF INTEREST AND NON-SOLICITATION

- A. Conflict of Interest/Non-Solicitation
 1. The parties agree that student information is the property of the school. Student information is defined as names, contact information including personal email addresses, phone numbers, and home addresses.
 2. Bargaining unit members agree that they will not solicit any known client or client the member reasonably should have known is a client of the School for services the school provides, for personal gain, or support of another person or organization. Further, bargaining unit members will refer direct requests from known clients of OTS or clients whom the member reasonably should have known were clients of OTS to the appropriate department leader.

3. However, bargaining unit members are entitled to solicit and/or respond to requests from individuals who are not known clients, or individuals who the member reasonably should not have known were clients or customers of the School, for performances, goods, instruction, or professional/artistic/creative services.
 4. Bargaining unit members will not be required to sign individual non-compete or non-solicitation covenants.
 5. If a bargaining unit member has a question whether something might be a conflict of interest or violate this provision, they should contact their program manager to discuss.
- B. This is subject to and consistent with the provision set forth in Section A above. A faculty member may hold a job with another organization as long as they satisfactorily perform their responsibilities to the Employer. If the Employer and Union agree that a faculty member's outside work interferes with their performance, or their ability to meet the Employer's job requirements, or that the outside employment creates a conflict of interest, then the Employer and the Union shall work with the faculty member to address any concerns related to the faculty member's outside employment. In the event such concerns are not addressed, or are not able to be addressed, the faculty member may be asked to terminate the outside employment.

ARTICLE XIV

CLASS CANCELLATION

A. Faculty Input In Class Size

Program managers may seek input from faculty as to what the most appropriate enrollment numbers are for a class based on what provides the best experience for the students and teacher and sustainability of the program.

B. Class Cancellations

While under normal circumstances, classes will run if they meet the minimum enrollment, the parties agree the following provisions apply to class cancellations:

- Classes under the minimum enrollment may be cancelled by the appropriate supervisor;

- Program managers have the discretion to allow classes to run under the minimum with approval from the Senior Director of Education;
- Where feasible and appropriate, by agreement between the student and teacher, 1-student classes may transition to a 30-minute private lesson;
- Benefits eligible faculty whose class is cancelled and who provide their availability as soon as possible to the appropriate program manager(s) will be given priority for any current openings for classes they are qualified to teach when feasible and appropriate.

C. Catalog Committee

The parties agree to create a catalog committee, which will include teachers and administrators or other appropriate staff, consistent with the relevant provisions of the CBA. This Committee is intended to help develop a catalog and strategy using data analytics, history and market understanding, to review critical elements of the planning process, including the class offerings, student learning paths, the cancellation process and other relevant topics, in order to achieve OTS learning and financial goals.

ARTICLE XV

REDUCTION IN FORCE

A. Reduction in Force

Reduction in Force as used herein shall refer to the separation from service due to a reduction in the number of classes offered by the School in a particular program or curriculum, or due to the elimination of a program or curriculum. The foregoing shall include reductions and eliminations that affect a current as well as a future session. In the application of this agreement, normal staff turnover from session to session shall not be considered a reduction in force. However, teachers whose classes do not run during a given session shall remain on the “active” list for six (6) consecutive eight-week sessions thereafter.

B. Notice to Union and Employees

1. The Employer shall provide 30 days advance notice to the Union and to affected teachers where feasible. If circumstances do not reasonably permit a full 30 days advance notice, the Employer shall give the Union and affected teachers as much notice as is reasonably practicable under the circumstances. Any notice of reduction in force shall specify the reason for reduction in force, identify the name and job titles of the teacher designated for reduction in force, and include information on the teacher’s reemployment rights.

2. A teacher who has been chosen for a RIF shall be notified in person via a one on one or group meeting. If an in-person meeting is not feasible, then video chat or phone. If OTS is unable to reach the person, then a letter or email will be sufficient.

C. Order of Reduction in Force:

1. In the event of a Reduction in Force, the order of layoff of teachers shall be as follows:
 - a. Qualification
 - b. Teacher availability (hours and location, if applicable)
 - c. Evaluation where available, and
 - d. Seniority will break a tie if all else is equal.

NOTE: If no evaluations are available, or if only some evaluations are available, d) governs. A teacher is automatically qualified if they a) have taught the class/lesson, instrument, modality, or form within the past 12 months at OTS and b) have not within the previous 12 months had formal documented performance or attendance issues that have resulted in a documented written warning, but will be considered if they meet the minimum qualifications as determined by interview with the program manager.

2. Employees chosen for a RIF will be chosen by agreement by no less than two administrative staff.
3. Barring circumstances outside of OTS' control, OTS will use best efforts to implement a RIF at the end of a program or session.
4. For teachers affected by a reduction in force, if an opening exists at any OTS bargaining unit location, consistent with paragraph 5, the teacher shall be offered to work there as an alternative to being RIF'd, as long as teaching hours are not being taken from another teacher. A teacher with strong evaluation may be given preference
5. For teachers affected by a reduction in force, the order of reassignment upon layoff shall be as follows:
 - a. Qualification
 - b. Teacher availability (hours and location, if applicable)
 - c. Evaluation, where available, and
 - d. Seniority will break a tie if all else is equal.

NOTE: if no evaluations are available, or if only some evaluations, d) governs. A teacher is automatically qualified if they a) have taught the class/lesson, instrument, modality, or form within the past 12 months at OTS and (b) have not within the previous 12 months had formal documented performance or attendance issues that have resulted in a documented written warning; but will be considered if they meet the minimum qualifications as determined by interview with the program manager.

6. In its application of the foregoing, if feasible, the Employer shall make every effort to maintain the affected employee's regularly scheduled teaching hours. Where this is not possible, precedence goes by seniority (i.e., years of continuous service). As between equally qualified employees, the employee with the most seniority shall be given precedence. A teacher with a strong recent evaluation may be given preference.
7. If no such vacancies exist, affected teachers shall be placed on the recall list, as provided by this Article

D. Recall

1. After Section C of this Article has been applied, any teacher selected for the reduction in force who remains at reduced, or no, hours of work shall be placed on a recall list and shall remain on that list for twelve (12) months.
2. Order of recall shall be
 - a. Qualification
 - b. Teacher availability (hours and location, if applicable)
 - c. Evaluation, where available, and
 - d. Seniority will break a tie if all else is equal

NOTE: if no evaluations are available, or if only some evaluations are available, d) governs. A teacher is automatically qualified if they a) have taught the class/lesson, instrument, modality, or form within the past 12 months at OTS and (b) have not within the previous 12 months had formal documented performance or attendance issues that have resulted in documented written warning; but will be considered if they meet the minimum qualifications as determined by interview with the program manager.

3. As soon as possible after the Employer becomes aware of an opening, teachers who have been placed on the recall list will be notified, via the most recent email address they have provided to the Employer, of an opening for a position for which the

teacher is qualified and has previously taught at OTS within two years prior to the layoff date

4. In the event there is an open position three days prior to a class starting that would be eligible for recall, the Employer will notify all eligible employees on the recall via the most recent email address they have provided to the Employer, and recall will be on a first come, first served basis.
5. Teachers on the recall list who are recalled under this Section shall return at their former rate of pay, except that if their former rate of pay is less than the contractual minimum, then they shall return at the contractual minimum.
6. Failure of a teacher to return to work within seven calendar days of being recalled shall constitute a job abandonment and a break in service, and the Employer shall move on to the next qualified teacher on the recall list. Teachers need to respond to the employer's initial communication regarding recall within three (3) calendar days.

E. Reemployment

Provided the recall and reemployment occurs within the first twelve months of layoff, the time on layoff shall not constitute a break in service.

F. Benefits While on Layoff

Benefit coverage (i.e., medical and dental insurance), if currently elected, shall continue until the last day of the month in which the teacher ceases providing service, after which COBRA continuation shall be offered to reduced teachers.

ARTICLE XVI

SHARED GOVERNANCE

A. Feedback Opportunities for Managerial Education Department Vacancies

Where practicable, the Employer will notify the Union leadership of open management positions in the education department that the employer intends to fill, and the Union leadership team will have the opportunity to reach out to the relevant bargaining unit members to receive feedback on the qualities they would like to see in these hires. The Union can then share the feedback received with the appropriate administrator.

B. Feedback Opportunities for Substantial Building Change

Where practical and appropriate, Union leadership will be notified and may be given an opportunity to provide feedback. The Union leadership agrees to maintain confidentiality over these discussions until authorized by management to disclose the changes in location, building closings, relocations and substantial construction or acquisitions.

C. Department and Faculty Meetings

Up to three times per year, each education department program manager may hold a department meeting with all teachers in their particular department, e.g., group guitar, private lessons, Wiggleworms, etc. Attendance at these meetings will be highly encouraged but not mandatory. The purpose of these meetings shall be to hold discussion and when appropriate establish action steps concerning program development, curriculum, and other matters relevant to the particular program.

The Union may request a meeting with the program managers and the Senior Director of Education up to three times per year not to exceed one hour in length per meeting. An agreed upon agenda shall be issued no less than 1 day in advance. Up to 4 teachers designated by the Union shall be eligible to participate in these meetings. Meetings shall be scheduled at mutually agreed-upon times no less than 1-week in advance.

D. Faculty Forums

The Senior Education Director and CEO may hold up to three faculty forums per year. Attendance at the faculty forum will be highly encouraged but not mandatory. The purpose of these faculty forums will be to discuss the state of the School and any topics relevant to the education programs.

E. Working Groups

Where the School Administration forms a working group, committee or advisory group to review or resolve significant issues involving the teaching programs that the School provides, including educational marketing campaigns, faculty will be entitled to participate and will be accorded two members for representation, or more, as determined mutually by the parties, on the working group, committee, or advisory group.

ARTICLE XVII

WORKING CONDITIONS

A. Teaching Sessions

Teaching sessions are generally eight weeks in duration except that some programs are structured differently and as a result may have fewer or more class weeks per session. In the event OTS decides to schedule a class on a deviated schedule from its past practice, it

will meet any legal bargaining obligations upon request by the Union as established by the NLRA.

B. Group Class Schedules and Scheduling of Group Class Teachers

1. Group Class Schedules will be based on the needs and preference of students, the availability of classrooms and resources, program managers' assessments of demand, and the priorities of the school.
2. Faculty members may provide their scheduling preference and availability to their Program Manager at the start of the prior session and the Program Manager shall take these preferences into consideration along with considerations listed above in paragraph B(1) of this Section when setting class schedules.

C. Class Size

All classes shall have a maximum size as determined by the Program Manager with input from faculty members in the program. No class may be assigned above the maximum size without the prior notice and discussion with the faculty member.

D. Student Recruitment and Retention

The Employer and the Union agree that the recruitment and retention of students are important to the health of the School and the employment security of the faculty. Accordingly, faculty members will be provided with course descriptions and prerequisites, timely notice of discount codes, and where practicable, space for prep time. Additionally, the following resources will be provided to faculty:

1. Promotional materials including flyers, listings in class schedules, and on the OTS website, where appropriate
2. Social media promotion, where appropriate
3. Technology training: where appropriate, the School shall endeavor to provide training in the use of technology to faculty, including but not limited to new audio/visual equipment in classrooms

E. Meetings and Conferences

Whenever a faculty member is required by the Employer to participate in a work-related conference the faculty member shall be paid at the meeting rate provided by this Agreement. Whenever a faculty member is required by the Employer to attend a meeting during a time that the faculty member is normally scheduled to work, the faculty member shall be paid their meeting rate for such participation.

F. Onboarding and Access

Prior to the beginning of classes and/or private lessons, new faculty shall receive an orientation and tour of the facility or facilities in which they will be teaching, where practicable. New faculty shall be provided with a classroom key, and Old Town School e-mail address, a key or door code to all teachers' lounges, a mailbox (where practicable), and access to class rosters, student contact information, and the employee's faculty page online. Faculty are required to use their Old Town School of Folk Music email address to communicate with students electronically. If necessitated by a faculty's class(es) or teaching schedule, individual or shared locked storage shall be provided to employees on a first come, first served basis.

G. Equipment, Classrooms, and Instruments

1. Computers shall be available for use in the teachers' lounges at all OTS owned facilities.
2. A supply of quality, well-maintained instruments shall be available where practicable to members of the community, including faculty and students, for temporary loan at the Front Desk on a first come, first serve basis. If a teacher requests it, an instrument shall be assessed for potential repairs and repairs and/or string changes made where practicable.
3. Each classroom owned by OTS shall generally have the following equipment and supplies: Chalk, Eraser, Chalkboard, Music stands, Chairs, Garbage cans, and WiFi. Kleenex, hand sanitizer, and wipes will be provided where possible. External speakers shall be available to teachers on a first-come, first-served basis.
4. For group classes and private lessons, each faculty member shall be assigned to a room that has been outfitted or provided with the instruments (where practicable), equipment and supplies needed to teach that particular class or lesson.

H. Private Lesson Scheduling

1. Private lessons may begin during any week in a standard teaching session.

ARTICLE XVIII

INTELLECTUAL PROPERTY

- A. As to any intellectual property subject to copyright protection that is created by and/or used by faculty during the course of or as a result of instruction, the parties agree to the following:
1. Any original work created by a Faculty Member used during class instruction for which the Faculty is not directly compensated, including publications, course

materials, syllabi, lectures, coursebooks, educational courseware, musical compositions or arrangements, dance choreography, original works of music or art, videos or sound recordings or other audio, visual materials (collectively “Works”) will remain the property of the Faculty Member, but the Faculty Member, by using the Work during a class offered by the School, provides OTS and other Faculty Members with a limited royalty-free license to use the Works for the purpose of music instruction at the School.

2. OTS shall retain all copyright and intellectual property rights for all Works created by faculty members if the faculty member is paid compensation by OTS for creating such work. The parties agree that this compensation shall be in addition to compensation for regular class instruction, and the mere use of Works created under paragraph 1 of this Article during classes by a Faculty does not give OTS ownership in the Works absent the payment of additional amounts.
3. The Faculty and the School will not knowingly infringe on or violate any copyright or other intellectual property rights of any third party, and this provision will not be construed as providing either Faculty or the School with rights in intellectual property that belongs to third parties.

ARTICLE XIX

GRIEVANCE PROCEDURE

A. Purpose

The School and the Union agree that it is in their and the employees’ mutual best interest to encourage the prompt and informal resolution of complaints and concerns and to provide recourse to an orderly means for the adjustment of complaints. While most grievances will hopefully be resolved in this informal way, should the employee and the supervisor be unable to reach an informal resolution, the below procedures should apply. Attempts or failure to resolve a grievance in the informal process shall not toll the time limits set forth in the formal grievance procedure below.

1. Definitions

- a. A “grievance” shall mean a difference or dispute between the parties regarding the interpretation or application of this Agreement, or current, written active policies, to Employees who are members of the Bargaining Unit.
- b. “Grievant” shall mean the employee(s) filing a grievance or the Union, as the case may be.

- c. "Day" for purposes of the time limits in this Article shall mean days on which the School administrative office is officially open for business (generally, Monday – Friday, daytime hours, excluding official holidays recognized by the Employer).
- B. Procedures
 - 1. Formal Process
 - a. The grievant may present the grievance in writing to the grievant's immediate supervisor or individual in administration who has the authority to address the grievance who will arrange for a meeting to take place within five (5) days after receipt of the grievance, unless the parties mutually agree to an extended time frame for this Step 1 meeting. All grievances shall also be sent to the Director of Human Resources. The initial grievance must be presented to the supervisor within fourteen calendar days of when the event(s) giving rise to the grievance occurred. In the event of a salary issue, in the event the grievant or union did not reasonably know about the grievable issue within fourteen calendar days of when the event gave rise to the grievance occurred, the grievant or Union may have up to 60 days in which to submit a grievance over the salary issue. The grievant and the immediately-involved supervisor shall be present at the meeting. The grievant may be accompanied at the meeting by a representative of the Union and a witness for the Union if necessary. The supervisor or administration representative may also have a witness present at the meeting. No inferences, favorable or unfavorable shall be made from the presence or absence of a union representative or management witness at a first step meeting. Within ten (10) days of the meeting, unless the parties mutually agree in writing to extend this time frame, the grievant and the Union shall be provided with the supervisor's written response, including the reason(s) for the decision. If the immediate supervisor fails to respond within the time allotted, the Union may elect to treat the failure to respond as a denial of the grievance and refer the grievance to Step 2.
 - b. If the grievance is not resolved at Step 1, then the Union may refer the grievance to the Senior Director of Education or designee within ten (10) days after receipt of the Step 1 answer or failing a response from the supervisor within the time frame discussed in subsection a. The Senior Director of Education or designee shall arrange, with the Union representative, for a meeting to take place within five (5) days of the Senior Director of Education's receipt of the appeal, or at a different time if mutually agreed to by the parties. Within five (5) days of the meeting, the Union shall be provided with the Senior Director of Education's written response, including reason(s) for the decision. If the Senior Director of Education or designee fails to respond within the time

allotted, the Union may elect to treat the failure to respond as a denial of the grievance and refer the grievance to Step 3.

- c. If the grievance is not resolved at Step 2, then the Union may refer the grievance to the Director of Human Resources or designee within five (5) days after receipt of the Step 2 answer or failing a response from the Senior Director of Education within the time frame discussed in Section b. The Director of Human Resources or designee shall arrange, with the Union representative, for a meeting to take place within five (5) days of the Director of Human Resources receipt of the appeal, or at a different time if mutually agreed to by the parties. Within five (5) days of the meeting, the Union shall be provided with the Director of Human Resources' written response, including reason(s) for the decision. If the Director of Human Resources or designee fails to respond within the time allotted, the Union may elect to treat the failure to respond as a denial of the grievance and refer the grievance to Step 4.
 - d. If the Union is not satisfied with the disposition of the grievance at Step 3, the Union may submit the grievance to final and binding arbitration by making a demand for arbitration within twenty (20) days of the Step 3 answer. If a demand for arbitration is not filed with the Employer within the applicable time period, then the grievance shall be deemed withdrawn. The Arbitrator will be selected by filing a request for a list of arbitrators to the American Arbitration Association or the Director of Arbitration Services at the Federal Mediation and Conciliation Service. Either party may reject the first panel of arbitrators sent by notifying the other party and the agency which sent the panel list within ten (10) days of its receipt of the list. If the first panel is accepted by both parties, the parties shall within ten days of receiving the panel list select an arbitrator by alternatively striking names from the list, with the last remaining name to be the Arbitrator. The parties shall decide who will strike first by flipping a coin. The winner of the coin toss shall strike first. If the initial panel is rejected by either party, then the striking shall take place within ten (10) days of the parties' receipt of the replacement panel. If for any reason, the arbitrator selected by this process is or becomes unavailable to serve, the procedure shall be repeated with a new list, or the parties may agree to appoint a particular arbitrator to hear the dispute. The parties may by mutual agreement designate a particular grievance or set of grievances to be heard under the expedited arbitration procedure provided in the American Arbitration Association Labor Arbitration Rules.
2. The time limits stated above are essential terms of the process and both parties acknowledge that adherence to them is in their mutual best interest. Nonetheless, the parties may by mutual agreement extend the stated time periods. Failure of the

Union to comply with the time periods set forth in the procedure without obtaining a written agreement to extend any time period shall deem the grievance waived. To be effective, any agreement to extend the time periods for filing a grievance, progressing a grievance to the next step or arbitration or for responding to a grievance step must be in writing.

C. Scheduling of Grievance Meetings

Grievance meetings shall occur at such times as are mutually convenient to the parties.

D. Costs

The fees and expenses of the Arbitrator shall be shared equally by the parties.

E. Court Reporter

If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter, but both parties will share the cost of the transcript for the Arbitrator should the Arbitrator request a copy. If the parties both desire a court reporter, then they shall agree on a court reporter to transcribe the hearing and share equally the costs thereof, including the costs for the copy of the transcript for the arbitrator.

F. Postponement

If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement, unless another arrangement is mutually agreed-upon.

G. Arbitrator's Authority

The arbitrator of any dispute under this Agreement shall not have any power or authority to ignore, alter, delete, add, detract from, amend, or modify the terms of this Agreement, and in deciding any dispute shall faithfully and fully adhere to the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the employee, the Employer and the Union.

ARTICLE XX

VIRTUAL INSTRUCTION

A. Virtual Teaching General

Management shall maintain exclusive control over the final determination of class/lesson offerings and class cancellations (including minimums and requirements for offerings, class assignments, resources, and in-person safety protocols), but will include teacher input where feasible.

Subject to and without limiting the first paragraph of this Section, teachers may work with their program managers to develop new online programming, where appropriate.

Management will use its best efforts to minimize room changes for teachers who have both on-line and in-person private lessons.

B. Technology

The School will provide equipment and tech support for online instruction where feasible.

In the event OTS intends to introduce new software or web platform for online teaching, OTS will notify the Union about the new software or web platform within a reasonable amount of time prior to the planned implementation. Thereafter, upon Union request, the Union may provide input on the new software or web platform. The time in which to provide input shall not unreasonably delay the implementation of the new software or web platform. OTS retains the right to make the final selection of the new software or web platform.

C. Virtual Teaching Choice

If the class is fully online or a private lesson student chooses the online format, the teacher may choose to teach those classes or lessons from home.

Other than a fully online class or private lesson, the location of teaching (i.e., physically at the assigned OTS building or virtually either at home or at the building) will be based on student demand, and reasonable operational constraints (such as, but not limited to, availability of space, equipment, etc.). Assuming student demand and operational constraints are met, teacher instructional location preference shall be factored into the decision on where the class will be taught.

D. Virtual Teaching Requests

If virtual teaching options are available, teachers may work with their program manager to request to teach virtual classes.

Teachers who formally request to teach virtually because of a medical condition (including people who cannot be vaccinated for legitimate medical or religious reasons), care-giving, or childcare reasons shall be given reasonable consideration for teaching available unassigned online classes that they are qualified to teach, and such teaching may be done virtually from home.

ARTICLE XXI

HEALTH AND SAFETY

A. Safe and Healthy Working Environment

The Employer is committed to the safety and well-being of its students, faculty, and staff, and will use its best efforts to provide a safe and healthful work environment for all employees. The administration, faculty, and staff have the responsibility to promote health and safety in their environments and operations and shall do so in accordance with any and all applicable federal and state laws. Faculty shall report any unhealthy and hazardous work conditions as soon as practicable after discovering the condition, and the Employer shall review the situation and make a reasonable effort to resolve the matter and ensure the safety of students, faculty, and staff. Should an employee inquire as to any potentially hazardous condition on the job, the Employer shall advise the employee of the hazards.

B. Health and Safety Meetings

The Union shall be entitled to bring health and safety issues to the Employer for discussion and resolution as provided by Article IX - Union-Employer Relations of this Agreement.

C. First Aid

The Employer will use its best efforts to ensure that at least one (1) employee trained in first aid and CPR is assigned to each employer-owned campus at all times.

D. Tools and Equipment

The Employer shall pay the cost of, supply an adequate number of, and maintain all safety items, including, first aid kits and gloves to the extent such materials are readily available for the Employer to obtain.

ARTICLE XXII

DISCIPLINE AND DISCHARGE

The best interest of OTS and the Union lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

A. Discipline Procedure

OTS agrees to the principle of progressive discipline, and further agrees to discipline and discharge for just cause.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may

be followed by a written warning; another offense may lead to a final written warning; and still another offense may then lead to termination of employment.

If more than 2 years have passed since the last written warning addressing a particular offense, the process shall start over; if more than 12 months have passed since the last verbal warning addressing a particular offense, the process shall start over.

The parties recognize that there are certain types of alleged employee conduct that are serious enough to justify either a suspension pending investigation, or termination of employment, without going through the usual progressive discipline steps.

The Union and OTS further acknowledge that in certain instances of conduct, it may be necessary to take immediate action to suspend an employee, with or without pay pending the outcome of an investigation. Investigations into misconduct where an employee is suspended without pay must be completed within four weeks, unless there is a legitimate basis for the delay (such as, but not limited to, unavailable witnesses or victims). In the event the investigation finds that no misconduct occurred. Such a suspension shall not be considered disciplinary, and the employee shall receive full back pay for any time spent suspended without pay.

Should a written complaint be lodged against an employee, the employee will have the opportunity, with a Union representative if desired, to respond to the complaint during a meeting with their supervisor or the Director of Human Resources or designee. When the Employer is considering disciplinary action up to and including discharge, the Employer will schedule a disciplinary meeting with the employee. OTS will inform the employee of their right to Union representation before any such meeting and will give the employee a twenty-four (24) hour notice of the time and place such meeting will be held. At the disciplinary meeting, OTS will review the facts and circumstances which give rise to the discipline. If OTS determines that discipline is appropriate, discipline shall be imposed as soon as practicable after the Employer is aware of the actions giving rise to the discipline. In the administration of discipline, all parties shall show mutual respect for each other. The Employer will not reassign or transfer employees for disciplinary reasons.

B. Reprimand, Suspension, and Discharge

Whenever an employee covered by this Agreement is given a written warning or reprimand, or is suspended, demoted, or discharged or served with notice of intent to discharge or demote, a copy of the notice of such action will be given to the Union.

C. Union Representative

An employee may request to have a Union representative at any meeting they have with the Employer from which they reasonably anticipate discipline may result. Except in

emergency circumstances, employees shall be given twenty-four hours in which to request and obtain Union representation at the meeting. The Union may designate an alternative Union representative or Union member when a steward is unavailable, however, the absence of the Union representative shall not unreasonably delay the investigation of or issuance of discipline to employees.

ARTICLE XXIII

BACKGROUND CHECKS

Teachers will be background checked through a process that includes fingerprinting at the time of hire. In addition, faculty who are working for vendors such as CPS will be required to undergo background checks in accordance with the vendors' policies. Teachers who have not worked for a period of two (2) years will be required to undergo a background check in order to resume work with OTS. OTS may conduct background checks on a periodic basis of all faculty to ensure the safety of the customers that we serve, many of whom are children. OTS will pay the actual fees and costs of the background check processing.

ARTICLE XXIV

WAGES

A. Employees covered by this Agreement shall be entitled to the rights and protections set forth in the Illinois Wage Payment and Collection Act and other applicable laws.

B. Pay Periods

The salaries and wages of employees shall be paid in accordance with current policy and practice, i.e., bi-weekly, which shall not be changed during the life of this Agreement except by mutual agreement between the Union and the Employer.

C. Group Classes

1. Beginning Session 5 of 2022, employees will be paid a buffer-time rate of \$20 per hour for each group class as provided below:
 - a. For any class that is not scheduled to end on a half hour or hour, the class will have buffer time to be paid at a prorated hourly rate of \$20 to the next closest half hour or hour.
 - b. Teachers who elect to teach classes back-to-back will not be eligible for buffer time.
2. Buffer time is defined as classroom set-up, room changes, student/parent conferencing, class prep, and any and all other work related to preparing for delivering and administering instruction.
3. Buffer time shall be credited as work time and counted towards benefits eligibility.

D. Private Lessons

Employees who teach private lessons shall be paid to work in periods of thirty (30), forty-five (45), or sixty (60) minutes. There shall be no fractional periods. The teacher will decide what length of lesson they want to teach with input from the program manager.

E. Prep Time

Beginning January 1, 2023, teachers shall accrue one fifteen (15) minute paid prep time period for every six (6) hours of weekly teaching time, including both group classes and private lessons. This time shall accrue over the course of each week of a session and qualifying teaching time does not need to be consecutive. This time shall be paid at a rate of

\$20 per hour. Prep time shall be credited as work time and counted towards benefit eligibility.

F. Minimum Hourly Rate

1. The minimum hourly rate to be paid to all employees covered by this agreement for performing bargaining unit work except Community Ventures shall be \$37 per hour for group classes and \$33 per hour for private lessons. The minimum rate for Community Ventures shall be \$60 per hour.
2. Any employee covered by this Agreement who is making less than the minimum hourly rate as of the date of ratification of this Agreement shall receive the greater of a 4% raise or an increase to the minimums provided in Paragraph F(i) commencing on the first day of Session 5 of 2022.
3. Any employee covered by this Agreement who is making more than the minimum hourly rate as of the date of ratification shall not have their pay decreased upon ratification by the parties.

G. Annual Base Increase

1. Commencing Session 5 of 2022, teachers shall receive the greater of an increase in pay to the minimum hourly rate as provided above or a wage increase of 4%.
2. Each July 1 thereafter, teachers shall receive 2.5% wage increase for a total of four additional years.

H. Additional Wages

1. The meeting rate and training rate will be \$20 per hour. (Except as otherwise provided herein, the meeting rate will be paid for meetings and trainings that are mandated by OTS and other meetings where OTS has customarily and historically paid a meeting rate at the time of ratification of this Agreement).
2. Bargaining unit employees who are being investigated and are called by management for an investigatory meeting and the investigation does not result in a written or final warning or termination will be paid their meeting rate for the time spent in the meeting.
3. Teachers assigned to host Second Half shall be paid at \$36 per hour and teachers assigned as Instructors to Second Half shall be paid at \$20 per hour. Assignments are made at the discretion of the Program Manager.
4. Teachers who work as substitutes shall be paid at their normal teaching rate.
 - a. If a teacher is unavailable to teach an assigned class onsite at an OTS location, they should follow the sub protocol as defined by their Program Manager. Teachers typically email a specific group email address to notify other teachers

of the sub shift. They are also asked to reach out to teachers directly if subs are not forthcoming. The group is informed once a sub is found and the teacher can reach out to the Program Manager if assistance is needed. Teachers at offsite locations should contact their Program Manager to report that they will be unable to teach.

- b. Except for illness, leave, accident/emergency, unforeseen circumstances, substitutions shall not be made the first or last week of class in a session.

- I. The wages provided in this Agreement constitute minimum wages and the Employer may establish the wages of newly hired faculty members at rates above those stated minimums.

J. Discretionary Wage Adjustments

Nothing in this Agreement shall preclude the Employer from providing pay increases to members of the bargaining unit in excess of the amounts specified in this Agreement at any time, provided that such increases are for the purpose of adjusting for low pay, compression, or pay inequity. Further, nothing in this Agreement shall preclude the Employer from providing one-time, non-continuing pay for rewarding outstanding professional contributions to OTS.

K. Virtual Teaching Fund

The Employer will establish a virtual teaching fund of \$12,000 per year to which employees can apply for funding for equipment and necessities incurred in virtual teaching. A joint labor management committee shall be established to develop the guidelines for, and to administer, the fund.

L. Professional Development.

The professional development allotment shall be \$250 per year and will be used in accordance with OTS guidelines.

XXV

GROUP INSURANCE

- A. The Employer shall maintain in full force and effect the current health, dental, vision, and life insurance plan benefits for all eligible employees and dependents during the term of this agreement, as long as approved by insurance carriers. New and current employees shall become eligible to receive health insurance benefits commencing with the beginning of the calendar year after the employee works an average of 18 or more hours per week from Session 6 to Session 5. The employee is expected to continue to work 18 hours per week in order to maintain benefits for the next calendar year. In the event an employee drops below an average of 18 or more hours of work per week the employee shall retain benefit coverage through the end of the calendar year.
- B. In addition, OTS agrees to continue to provide, subject to approval by insurance carriers, voluntary benefits such as dental, vision, short-term disability, etc., at status quo.
- C. Where OTS uses multiple carriers to provide any of these benefits, such as more than one health plan, employees will be afforded an annual benefit choice period of not less than twenty (20) working days where feasible, during which employees shall have the opportunity to switch plans and add or drop coverage for eligible dependent prior to the new benefit plan year.
- D. OTS and the Union shall establish a joint labor/management committee on group insurance to review any proposed changes in insurance provisions and/or plan administrators. The Committee will review proposed changes to insurance as soon as practicable prior to any substantial plan changes.
- E. For the term of this Agreement, OTS shall maintain the status quo on OTS and Employee insurance contribution percentages.

ARTICLE XXVI

TIME OFF BENEFITS, LEAVES, DISCOUNTS, HOLIDAYS

A. Benefits Eligibility

All paid time worked, and all paid leave time off used during a session shall be included in the calculation used to determine eligibility for insurance benefits as provided in Article

XXV. Paid leave or time off used during a session shall not count against an employee's eligibility for benefits as provided in Article XXV.

B. Paid Time Off

After one (1) year of employment, employees covered by this Agreement who have taught in all 6 sessions in the preceding year and who have maintained an average of 15 hours per week of paid time shall receive time off in accordance with the PTO policy of the Employee Guidelines in effect at the ratification of this Agreement. The number of hours of PTO shall be determined by calculating the average number of hours per week the employee worked in the previous year. The employee shall be paid at their normal pay rate.

C. Sick Leave

1. Employees covered by this Agreement who maintain an average of 15 hours or more per week of paid time shall receive 18 hours of sick leave at the beginning of each calendar year.
2. Employees covered by this Agreement who have maintained an average of 6 hours per week up to 15 hours per week of paid time for 6 months shall receive 5 hours of sick leave after 6 months, in addition to sick leave for which they may be eligible under the City of Chicago ordinance or other applicable law.

D. Use of Sick Leave

1. Employees may use paid sick leave for an absence when:
 - a. They are ill or injured, or to receive medical care, treatment, diagnosis, or preventative care;
 - b. A family member is ill or injured, or to care for a family member receiving medical care, treatment, diagnosis or preventative care;
 - c. They or a family member are victims of a domestic violence or sex offense; or
 - d. They have a child who needs care because their school or place of care is closed due to a public health emergency.
2. For purposes of definition, "family member" shall be defined as: spouse, mother, father, domestic partner, brother, sister, children or any relative or person living in the employee's household for whom the employee has custodial responsibilities.
 - a. Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible and follow the subbing protocol unless there is an extenuating circumstance. The direct supervisor must also be contacted on each additional day of absence.

- b. Sick leave benefit payment will be calculated based on the employee's scheduled hours for the day that they are absent.
- c. An employee who takes sick leave during a private lesson or group class shall receive paid sick leave according to the provisions of this Article. The employee shall not be required to reschedule the lesson and must follow the current sub protocol for group classes.
- d. Use of sick leave shall be included in the calculation of hours worked used to determine benefits eligibility and Frank's faculty eligibility.

E. Bereavement Leave

Bargaining unit members may receive up to 3 consecutive days of paid bereavement leave for regularly scheduled workdays for bargaining unit employees for the death of a family member as defined in Section D above for the hours they would normally work on those bereavement days. Eligible employees may use their available PTO to extend the leave as necessary.

F. Jury Duty Leave

Bargaining unit members will be eligible to receive up to 10 paid days of jury duty leave over a 1-year period. Jury duty pay will be calculated on the employee's rate of pay and will be paid for the number of hours they would normally work on the jury duty days. If employees are required to serve beyond 10 days, they may use available paid time off or request an unpaid leave. Employees must submit a copy of their jury summons as soon as possible to be eligible for jury duty leave and transfer the jury duty pay to the school upon completion.

G. Light Duty

1. Except by mutual agreement between the Union and the Employer, an employee who is on a medical leave of absence or a service-connected illness or injury leave of absence shall not be required to return to work in part or in full until such time that the employee is given a full medical release from the employee's physician. This time is unpaid unless an employee uses paid leave concurrently.
2. An employee who is on a medical leave of absence pursuant to the ADA policy in the OTS Employee Guidelines (handbook) but has been certified by his/her physician that he/she is capable of performing some of the duties of the classification shall be allowed to return to work on a full or partial basis as the employee's condition permits, upon request of the employee, and provided that the operational needs of OTS would be met by the employee's return to work. This light duty agreement shall

not be construed to deny an employee a complete resumption of his/her normal duties and classification when he/she is medically fit.

H. Family Medical Leave

Other provisions for leave notwithstanding, employees covered by this Agreement shall be entitled to the rights set forth in the Family and Medical Leave Act.

I. Victims' Economic Security and Safety Act (VESSA)

Other provisions for leave notwithstanding, employees covered by this Agreement shall be entitled to the rights set forth in the Victims' Economic Security and Safety Act.

J. Faculty Discounts

During the life of this Agreement, OTS shall continue its existing policies and practices with reference to employee discounts.

K. Rehearsal Space

Active faculty may have access to rehearsal space as available and as determined by management approved by the "Room Czar."

L. Artist Engagement Services

Active faculty have access to OTS booking services where available.

M. Holidays

The covered OTS holidays for Frank's Faculty at 18 hours are Memorial Day, Independence Day, Labor Day, and Thanksgiving as well as the day after.

N. Career Development Leave

Employees covered by this Agreement shall be entitled to an unpaid Career Development Leave of Absence of up to eight (8) weeks in any twelve (12) month rolling period. The Employer shall make every effort to grant such leave requests and shall base its decision on the rationale for the leave, its relevance to the employee's work at OTS, business conditions, and staffing needs. Use of this leave does not count against the employee's hours for benefits eligibility purposes.

O. Priority for long-term, grant-based and fee-for-service programs, and special performances will be given to active teachers who currently teach in the relevant program.

ARTICLE XXVII

ACCOMMODATION FOR DISABILITY

- A. Employees covered by this Agreement shall be entitled to the rights set forth in the American with Disabilities Act.
- B. The Employer will allow a Union employee to involve a Union representative upon request in the interactive dialogue process providing that the employee has signed a waiver to allow the Union representation to have access to the employee's private health information where appropriate. At any time prior to or during the interactive dialogue process an employee may request or discontinue Union representation. Bargaining unit employees who submit a formal ADA accommodation request to the HR Director will be notified of their right to Union representation prior to the start of the interactive dialogue process.
- C. The Director of HR will receive all requests for accommodation by bargaining unit members under this act and will provide or make arrangements for an accommodation within a reasonable amount of time.

ARTICLE XXVIII

PERSONNEL POLICIES, RULES AND REGULATIONS

All policies of the Employer are hereby incorporated by reference. In the event there is a conflict between such policies and provisions of this Agreement, the provisions of this Agreement shall prevail. The Employer will notify the Union and bargaining unit members whenever it makes a substantive change to the Employee Handbook.

ARTICLE XXIX

EQUITY AUDIT

After the equity audit is complete, the parties will bargain over the effects of the outcomes on the wages, hours, or terms and conditions of employment to the extent they will impact the bargaining unit.

ARTICLE XXX

SAVINGS

If any law, regulation, or interpretation thereof, whether now existing or later enacted, shall result in any portion of this Agreement being invalid or unenforceable, the entire agreement

shall not be invalidated thereby, but only so much of the Agreement as is affected by the law, regulation or interpretation. The parties agree to meet and confer promptly after such an event to negotiate regarding the invalidated provision.

ARTICLE XXXI

DURATION AND EFFECTIVE DATE

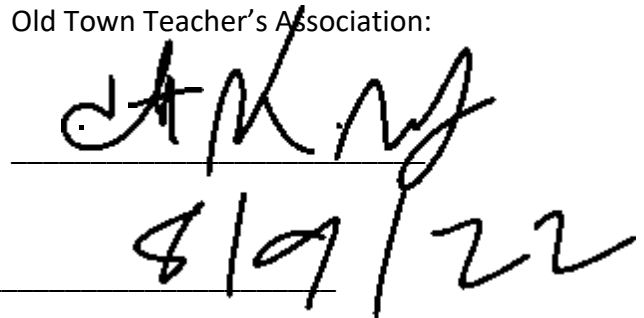
This Agreement shall become effective as of July 1, 2022, upon the ratification of its terms by the members of the bargaining unit, in accordance with any provisions relating to ratification contained in the Union's by-laws or constitution. It shall remain in effect until midnight June 30, 2027.

Old Town School of Folk Music:

A handwritten signature in black ink, appearing to read "John Hancock", written over a horizontal line.

Date: 8/10/22

Old Town Teacher's Association:

A handwritten signature in black ink, appearing to read "J. King", written over a horizontal line. Below the signature, the date "8/9/22" is handwritten.

Date: _____

SIDE LETTER ON THE IT SYSTEMS POLICY

A. The parties agree that the IT Systems Policy will be revised to include the following statement:

“This policy is not intended to and does not limit employees’ rights to engage in protected activities related to terms and conditions of employment, in accordance with the National Labor Relations Act.”

B. The parties further agree that the IT Systems Policy will be implemented as follows:

1. Paragraphs 1, 2, 3, 7, 8, and foregoing statement concerning protected activities will be implemented immediately;
2. Paragraphs 4, 5, and 6 will be implemented no later than one year after the date of ratification of this agreement after the following conditions are met:
 - a. OTS provides, at no cost to employees, web hosting, video conferencing and online file storage.
 - b. Employees and students are given adequate notice of, and where necessary training in, the switch to using the Employer’s email system for school-related communication.
 - c. OTS researches and provides training to employees in copyright and other relevant legal issues at stake in paragraph 6.

C. Any revisions to the policy necessary to implement paragraphs 4, 5, and/or 6 will be made by mutual agreement between the parties.

SIDE LETTER: RUBRIC AND RATING SCALE

The Evaluation Committee will use the following elements to develop a rubric and rating scale and to weight each element of the rubric:

- Student Retention, if appropriately weighted in the rubric
- Student retention based on clear standards
- Student feedback, if appropriately weighted in the rubric. Evaluation will not be based solely on student feedback
- Classroom observations
- Classroom management and classroom management style of teacher
- Class Preparation and Lesson Planning
- Clear standards for lesson planning, instructional delivery, and classroom management
- Student engagement
- Quality of instruction
- Clear standards for learning objectives and class outcomes
- Employee attendance and time management
- Alignment with OTS curriculum for the program area, where applicable
- Teachers' participation in professional development at the school, in working groups, and in the school community, except that not participating in non-mandatory activities will not be held against teachers
- Any reports from HR on individual faculty

There will be a line on the evaluation form for the following, as necessary:

- Establishing a professional development or follow-up plan to address performance needs where appropriate
- Evaluation process may contain next steps for the teacher and the program manager if appropriate.

The Committee is empowered to discuss, and if mutual agreement is reached, incorporate into the evaluation instrument and rubric, combinations of any of the above elements.

WORKSHOPS SIDE LETTER

Teachers shall be paid for Workshops at 65%/35% split with the school.

VIRTUAL TEACHING INTERIM SIDE LETTER

OTS will establish appropriate safety guidelines and expectations for the entire school community for the resumption of in-person classes and lessons. Teachers shall be provided with a copy of the guidelines either via the Faculty Portal or email. All faculty shall be expected to follow the established safety guidelines while teaching in the building.

Upon return to in-person teaching, OTS will provide appropriate training and/or resources on how to provide simultaneous instruction (i.e., having students both in-person and virtually in the same class).

INFORMATION TECHNOLOGY SYSTEMS USE POLICY

The information technology systems at OTS and the information served by those systems are valuable and vital assets to the organization. OTS provides its employees with resources that make it possible for employees to deliver the services that our customers, colleagues, and partners expect. As users of these resources, whether digital or physical, all employees are responsible for understanding and applying appropriate and ethical use of those resources in all environments they are accessed.

As with its physical space and equipment, the organization's information technology systems and data that reside on them are OTS property and may only be used in compliance with OTS policy and applicable law. Use of OTS resources to conduct or solicit business outside of OTS is prohibited. Information technology systems include, but are not limited to, OTS-provided email, meeting services, customer data.

All digital communications sent or received using OTS accounts or computer systems are OTS property. OTS has the right to monitor all of its information technology systems and to access, monitor, and intercept any communications, information, and data created, received, stored, viewed, accessed, or transmitted via those systems. Employees should have no expectation of privacy in any communications and/or data created, stored, received, or transmitted on, to, or from the organization's information technology systems.

Employees are required to use their OTS email account for all work-related communications and are expected to check their email frequently so that they are aware of any department or organizational updates. Faculty members are expected to monitor the faculty portal provided to them so that they are aware of updates as well.

Limited personal use of email and other OTS-provided media accounts is permitted if it is reasonable, does not interfere with work, and falls within the standards of appropriate content. Employees should not use their personal email accounts for OTS business. If accounts are forwarded to a personal email address, the user should make an adjustment so that all work-related emails come from the oldtownschool.org email account.

OTS respects and operates within copyright laws. OTS email and systems may not be used to share, distribute, or store any copyrighted media, materials or software owned by third parties, unless permitted by that third party.

Users must not use OTS information systems to write or send communications that might be defamatory, incur liability for OTS or themselves, or damage OTS' image or reputation. Users must not use email or information systems in a way that violates any OTS policy or law.

Any violation of OTS policy or law will result in disciplinary action up to and including termination of employment.

This policy is not intended to and does not limit employees' rights to engage in protected activities related to terms and conditions of employment, in accordance with the National Labor Relations Act.