

**AGREEMENT BETWEEN THE  
CHICAGO BOARD OF EDUCATION  
AND THE  
INTERNATIONAL UNION OF OPERATING ENGINEERS,  
AFL-CIO, LOCAL 143-143B  
(ENGINEERS BARGAINING UNIT)  
July 1, 2016 - June 30, 2021**

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AGREEMENT  
BETWEEN THE CHICAGO BOARD OF EDUCATION  
AND THE  
INTERNATIONAL UNION OF OPERATING ENGINEERS,  
AFL-CIO, LOCAL 143-143B

Agreement made and entered into on the \_\_\_ day of \_\_\_\_\_, 2012, between the City of Chicago Board of Education ("the BOARD") and the International Union of Operating Engineers, Local 143-143B, AFL-CIO ("the UNION").

PREAMBLE

The BOARD and the UNION agree that the welfare of the children of the Chicago Public Schools is paramount in the operation of the schools and will be promoted by both parties.

It is hoped that a broad interchange of ideas will contribute in significant measure to the advancement of public education in the Chicago Public Schools. It is the intent of both parties that all discussions and conferences growing out of this Agreement will be held in an atmosphere of good faith, confidence and mutual respect.

ARTICLE I-RECOGNITION

1-1. The BOARD recognizes the UNION as the sole and exclusive bargaining representative for the following Engineers: Class 1, Class 2, and Class 3 Engineers, and apprentice engineers; and any other current or successor category performing similar work in whole or in part. For efficiency, anywhere the word "engineer" appears, it refers to all engineer classes, unless otherwise specified. Job descriptions for each grade of engineer will be included in Appendix I. This work includes the operation of all hearing, ventilating and air conditioning equipment, all instrumentation and any other plant-related equipment. The Chief of Facilities' "designee" shall be the Lead Facility Manager or Facility Manager, unless otherwise specified by the Chief of Facilities.

1-2. The Board has the right to subcontract or to contract with others for the performance of bargaining unit work. In connection with the negotiation of this collective bargaining agreement, the BOARD has advised the bargaining unit and the UNION of its intent to implement an integrated facilities model (IFM) through private vendors over a period of at least two years commencing in July 2016, which may include the subcontracting of all bargaining unit work. In connection with that effort, the BOARD agrees to do the following:

- (a) The BOARD shall use its best efforts to secure employment for Engineers displaced (laid off) as a result of the anticipated IFM contract(s).
- (b) For any Local 143 Engineer laid off by the BOARD during the term of this contract who applies for but is not hired by an IFM vendor because s/he does not meet the vendor's pre-hire

requirements that are over and above the Board's pre-hire requirements (i.e., appropriate licenses, criminal background, tuberculosis and drug screen), CPS will pay that Engineer a severance equal to \$750.00 per year of his/her BOARD service but not to exceed \$15,000.00 in the aggregate, provided further that:

- i. At the time of the application to the vendor, the Engineer has no physical or mental incapacity that would prevent him/her from performing the essential functions of the job of Engineer, which will not be substantially different from current Engineer responsibilities.
- ii. The Engineer's failure to meet pre-hire screening requirements is not a result of any misconduct, including illegal conduct on the part of the Engineer.
- iii. The Engineer follows all of the IFM vendor's hiring protocols and processes.
- iv. The Engineer applies for employment with IFM vendors within 30 days of the BOARD's notice of layoff to the Engineer.
- v. The severance only applies to an initial application with IFM vendors.
- vi. The severance shall be conditioned upon entry into a severance agreement with the BOARD which fully releases the BOARD from any and all employment-related claims, except then-pending Workers Compensation claims.

This severance provision is triggered only in the event that the BOARD enters contracts with private vendors for IFM services and conducts layoffs of Engineers related to the implementation of the contracts. This provision shall not apply to layoffs triggered by any other cause.

- (c) Engineers who are displaced (laid off) as a result of the IFM contract and who do not enter a severance agreement with the BOARD under paragraph 1.2(b) will have a right to be recalled to an Engineer position by seniority in the event that the BOARD does not enter or terminates the IFM efforts and thereby decides to directly employ Engineers. The right of recall shall terminate on June 30, 2021.

1-3. The BOARD shall deduct from the pay of each bargaining unit member from whom it receives a written authorization to do so the required amount of deductions for the payment of initiation fees and UNION dues. Such deductions, accompanied by a list of persons from whom they have been deducted and the amount deducted from each, and by a list of persons who had authorized deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the UNION office no later than ten (10) school days after such deductions were made. Said written authorization shall be submitted upon forms approved by the Chief Executive Officer.

1-3.1. The authorization will be effective and irrevocable for a period of one (1) year from the date on which the authorization is executed or upon the expiration date of the applicable collective bargaining agreement between the BOARD and the UNION, whichever occurs first.

1-3.2. The authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective bargaining agreement between the BOARD and the UNION, whichever occurs first. Each employee shall have the right to

revoke this election not more than sixty (60) days and not less than thirty (30) days prior to the final date of any irrevocable period in effect. Such revocation shall be effective upon receipt of written notice to the BOARD and the UNION within the sixty ~~(60)~~ day to thirty- (30-) day period.

1-3.3. The UNION shall indemnify and hold harmless the BOARD and its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the BOARD for the purpose of complying with the above provisions of this Article or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

1-4. a) All employees covered by this Agreement who are not members of the UNION, commencing on the effective date of this Agreement, or sixty (60) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the UNION, shall pay to the UNION each month their fair share of the costs of the services rendered by the UNION that are chargeable to non-members under state and federal law.

b) Such fair share payment by non-members shall be deducted by the BOARD from the earnings of the non-member employees and remitted to the UNION, provided, however, that the UNION shall submit to the BOARD an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the UNION, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were included and excluded in determining the fair share.

c) Upon receipt of said affidavit, the BOARD shall cooperate with the UNION to ascertain the names of all employee non-members of the UNION from whose earnings fair share payments shall be deducted and their work locations.

d) The UNION shall prepare a notice containing the fair share fee information specified in Section b) above and advising that any non-member may object to the amount of the fee 1) through the UNION's internal appeal procedure, culminating in arbitration, by sending a letter to the UNION President by certified or registered mail or by delivery to the UNION office, at any time after the notice, but within sixty (60) days after the first salary payment of the school year from which his/her fair share fee has been deducted; 2) by filing an unfair labor practice charge against the UNION with the Illinois Educational Labor Relations Board and serving a copy of the charge on the UNION, as provided in the Rules of the Labor Board; or (3) by taking any other action available to them at law.

The notice shall set forth the address and telephone number of the UNION, the manner in which such employees may obtain a copy of the UNION's internal appeal procedure and the address and telephone number of the Labor Board.

e) The UNION shall distribute the notice described in subsection d) by 1) posting it and the UNION internal review procedures, 2) publishing the notice and the internal appeal

procedure, 3) providing union stewards or representatives with copies of the notice for distribution to employees identified pursuant to subsection c) and 4) publishing the appeal procedure as Appendix B of this Agreement.

f) A copy of the UNION internal appeal procedure culminating in arbitration of any objector's claims shall be supplied to the BOARD. The UNION shall advise the BOARD of subsequent changes therein.

g) Upon the UNION's receipt of notice of any objector's invocation of either procedure described above, the UNION shall deposit in an escrow account, separate from all other UNION funds, the amount of fee payments received on behalf of an objector or objectors that is fairly placed at issue by the objection(s).

The escrow fund will be established and maintained by a reputable independent bank or trust company, and the agreement therefore shall provide that the escrow accounts be interest-bearing at the highest possible rate; that the escrowed funds be outside of the UNION's control until the final disposition as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate award, determination or judgment, including any appeals, or by the terms of a mutually agreeable settlement between the UNION and the objector or the group of objectors.

h) In any proceeding involving the determination of the fair share fee hereunder, the UNION shall participate and provide all financial and other records deemed relevant by the adjudicating body.

i) If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the UNION, the UNION shall promptly, after exhaustion of all appeals properly invoked, adopt said determination and notify the BOARD.

j) The UNION shall indemnify and hold harmless the BOARD and its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the BOARD for the purposes of complying with the above provisions of this Article or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

k) Nothing in this Article shall inhibit or interfere with the right of non-association of employees based upon bona fide religious tenets or teachings of a church or religious body of which such employees are members. Such employees shall pay an amount equal to their proportionate share determined under a proportionate share agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the exclusive representative to which such employees would otherwise pay such fee. If the affected employees and the exclusive representative are unable to reach an agreement on the matter,

an organization shall be chosen from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board.

1-5. The Union agrees to provide a compensated substitute for the period of time a union representative spends in the grievance process. The union representative shall not be subject to discrimination or adverse employment action for such time spent in the grievance process.

1-6. Representatives of the Office of Employee Relations shall meet at a mutually agreeable time with representatives of the UNION to discuss matters relating to the implementation and administration of this Agreement.

1-7. The Union president shall be informed prior to distribution of bulletins. A copy of the proposed bulletin will be forwarded to the Union President for review, comments, and responses, at least 2 business days prior to approval and distribution.

1-8. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such cases, all other provisions of this Agreement shall remain in effect.

1-8.1. No decision on or adjustment of a grievance shall be contrary to any provision of this Agreement.

1-9. The UNION shall supply, in writing, at the beginning of each school year, to the BOARD (through the Office of Employee Relations) a complete list of all elected officers and trustees.

1-10. The BOARD, upon receipt of a payroll deduction authorization card signed by a bargaining unit member, shall deduct from the wages of such employee the amount specified on the card as a regular contribution to the Local 143 PAC Fund. The BOARD will regularly remit such sums deducted for that purpose no less than monthly to the UNION. The employee at any time may revoke in writing his/her authorization of the Local 143 PAC Fund payroll deduction. The UNION shall indemnify, defend and hold harmless the BOARD against any claim, demand, suite, or liability arising from any action taken by the BOARD in complying with this Section.

## ARTICLE 2 - FAIR PRACTICES

2-1. In accordance with the laws of the United States and the State of Illinois and the established policies and practices of the BOARD and the UNION, there shall be no prohibited discrimination against any bargaining unit member on the basis of race, creed, color, age, sex, national origin, marital status, sexual orientation, mental or physical handicap or disability or membership or participation in, or association with, the activities of the UNION.

2-2. The BOARD and the UNION agree that no employee of the BOARD shall be punished, rewarded, harassed or discriminated against in any manner because of his/her participation or lack of participation

in activities relating to work stoppage (strike). Nothing herein shall preclude the right of the UNION from implementing UNION policy as to its members.

2-3. The UNION agrees to work cooperatively with the BOARD to ensure equal employment opportunities in all aspects of the BOARD's personnel policies.

### ARTICLE 3 - GRIEVANCE PROCEDURE

3-0. Definition: A grievance shall be defined as an alleged violation, misinterpretation or misapplication of this Agreement.

3-1. Adjustment of Grievances-Local Level.

3-1.1. A sincere attempt shall be made to resolve any difference by oral interview between the grievant or grievants or the UNION and the Facility Manager for employees regularly assigned to schools or the applicable unit head for employees not regularly assigned to schools before the difference becomes formalized as a grievance.

3-1.2. A grievant or the UNION may present a grievance in writing to the Facility Manager or the applicable unit head within forty-five (45) working days following the act or condition which is the basis of the grievance. If two (2) or more grievants have the same grievance, a joint grievance maybe presented and processed as a single grievance at this and succeeding steps of this grievance procedure.

3-1.3. Upon receipt of the grievance, the Facility Manager or the applicable unit head shall arrange for a conference within five (5) working days after receipt of the grievance. The Facility Manager or the applicable unit head shall notify, in writing, each grievant, the UNION and any other parties involved in the grievance at least two (2) working days prior to the conference and shall provide them with a copy of the grievance.

3-1.4. The grievant may be heard personally and may request representation by the UNION. The UNION will be afforded the opportunity to be present at any grievance hearing.

3-1.5. The Facility Manager or the applicable unit head shall render a decision and communicate it in writing to each grievant, the UNION, the department head and the Chief Executive Officer (through the Office of Employee Engagement) within five (5) working days after the completion of the conference.

3-2. Appeal-Chief Executive Officer.

3-2.1. Within ten (10) working days after receipt of the decision of the Facility Manager or the applicable unit head, the grievant or the UNION may appeal to the Chief Executive Officer (through the Office of Employee Engagement) from the decision rendered by the Facility Manager or the applicable unit head. The appeal shall be in writing and shall set forth specifically the act, condition and the grounds on which the appeal is based and shall include a copy of the grievance and all decisions rendered. A copy of the appeal shall be sent to the Facility Manager or the applicable unit head.



3-2.2. The Chief Executive Officer or his/her designated representative shall meet with the parties concerned within ten (10) working days after receipt of the appeal request. He/she shall notify the parties concerned in writing at least two (2) working days prior to the conference. Within ten (10) working days after the conference, the Chief Executive Officer shall render a written decision that shall be forwarded to each grievant, the UNION, the Facility Manager or the applicable unit head and the Office of Employee Engagement.

### 3-3. Arbitration.

3-3.1. Within twenty (20) working days after receipt of the decision of the Chief Executive Officer, the UNION only may appeal from the decision of the Chief Executive Officer to the Federal Mediation and Conciliation Service for arbitration under its rules of any grievance which alleges that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. Following the appeal of a grievance to arbitration and prior to the hearing, upon agreement of the parties, a grievance may be submitted to voluntary mediation before a neutral person. The cost of the mediation shall be shared equally by the parties.

3-3.2. The arbitrator shall hold a hearing within twenty (20) days of his/her appointment unless otherwise agreed by the parties. Five (5) days' notice will be given to all parties of the time and place of the hearing. Within twenty (20) days after completion of the hearing, the arbitrator shall render his/her decision. The decision shall be final and binding on the parties. The cost of the arbitrator shall be shared equally by the parties.

3-3.3. In reaching his/her decision, the arbitrator shall have no power or jurisdiction to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The arbitrator's powers shall be limited to deciding whether the employer has violated, misinterpreted or misapplied any of the terms of this Agreement.

### 3-4. Procedures for Grievances Not Under the Jurisdiction of the Facility Manager or the Applicable Unit Head.

3-4.1. The grievant or the UNION shall submit any such grievance in writing to the Chief Executive Officer (through the Office of Employee Engagement) within fifteen (15) working days following the act or condition which is the basis for the grievance. However, grievances over placement on the salary schedule shall be submitted within ninety (90) calendar days following the date the grievant knew or reasonably should have known of the dispute. Grievances over late payments or under payments shall be submitted within forty-five (45) calendar days following the date the grievant knew or reasonably should have known of the dispute. The grievance shall set forth specifically the act, condition and grounds on which the grievance is based.

3-4.2. The Chief Executive Officer or his/her designated representative shall meet with the concerned parties, who will be given five (5) working days' notice of the conference, within fifteen (15) school days after receipt of the grievance. Within ten (10) working days after the grievance conference, the Chief Executive Officer shall render a written decision that shall be forwarded to each grievant and the

UNION. The decision of the Chief Executive Officer may be appealed to arbitration under the provisions of Article 3-3.

### 3-5. General Grievance Provisions.

3-5.1. The resolution of all grievances shall be in accordance with the procedures that are a part of this Agreement. If the grievant fails, without cause, to appear at a scheduled grievance conference and fails, without cause, to appear at another grievance conference scheduled at the grievant's or the UNION's request, the grievance shall be considered resolved.

3-5.2. The attendance or presence at any grievance conference of any person who is not a party to the grievance, a necessary witness, a necessary administrative staff member or a UNION representative shall not be permitted,

3-5.3. All grievances shall be processed confidentially. Neither party shall reveal information nor make any statements concerning the grievance to any person not a party to the grievance while the grievance is being processed.

3-5.4. Failure to communicate a decision in writing concerning a grievance within the specified time shall permit it to be advanced to the next higher step. Additional time at a specified step of this procedure may be granted by mutual agreement between the parties.

3-5.5. This Agreement shall not prevent any member of the bargaining unit from presenting a grievance or appeal on his/her own behalf. The UNION shall be notified and afforded the opportunity to be present.

3-5.6. Once a grievance has been filed, the grievance may not be altered, except the grievant may add factual information relating to the grievance or delete items from the grievance.

3-5.7. Unless otherwise agreed or ordered by a court or arbitrator, the resolution of all grievances that require monetary relief or reinstatement as part of that resolution shall be implemented within two (2) pay periods from the receipt of the written decision. The UNION should receive written notice when restitution is made.

### 3-6. Mediation.

3-6.1. The UNION and the BOARD shall create a mediation panel for the purpose of attempting to resolve grievances and disciplines of six to thirty days and dismissals. The Board shall not refuse to mediate any dispute the Union advances to mediation/arbitration.

3-6.2. Mediation Panel. The BOARD and the UNION shall create a rotating list of mediators, consisting of seven (7) mediators. If the mediator is unable to resolve the pending grievance and/or discipline, the mediator shall render a final, binding decision.

## ARTICLE 4 - ASSIGNMENT

4-1. Engineers will be assigned to Central Office and deployed to specific school buildings and other buildings operated by the BOARD, in accordance with the policies and procedures specified in Appendix C-E.

4-1.1. The BOARD will implement a Central Maintenance Management System (CMMS) for scheduling of engineers.

4-1.2. "Response team engineer" will be a bid position subject to the bid procedures. Thereafter, response team engineers will be assigned by the Chief Facilities Officer or designee.

4-1.3. Initial assignment of engineers for school year 2012-2013 will be pursuant to Appendix C, Table 1. There shall be no lay-offs during the 2012-2013 school year. The Chief of Facilities or designee may assign or re-assign engineers using the modified criteria described herein. The modified criteria may include, but not be limited to, the amount of actual work that is needed district-wide, technical requirements of the building and its operating equipment, current state of maintenance of the facilities district-wide, on-going capital and repair/maintenance projects requiring engineering services, actual data taken from individual schools on maintenance requirements, and square footage.

4-2. In accordance with the provisions of 105 ILCS 5/34-18 of the Illinois School Code, the UNION recognizes that it may be necessary for the BOARD to make individual school staffing adjustments in certain facilities having special characteristics.

4-3. Engineers assigned to the substitute pool shall be utilized as needed by the Chief of Facilities or designee, or his/her designee, to meet the needs of the school system.

4-4. Whenever a school building is razed or demolished, the engineer assigned to said building shall be reassigned in accordance with the current applicable provisions.

4-5. When regularly appointed engineers are to be laid off, such layoffs shall be conducted by inverse seniority except that regularly appointed engineers rated "unsatisfactory" (or any equivalent rating used in a new performance management process evaluation system) will be laid off first, regardless of seniority. The UNION or an affected employee who grieves a layoff made out of order of seniority due to an unsatisfactory evaluation under this section may challenge the unsatisfactory evaluation in that grievance. Such bargaining unit members shall be recalled to the classification from which s/he was laid off if a vacancy in that title occurs during the 12 months following the layoff. Seniority shall be the combined length of regular (formerly certified) service in bargaining unit job titles of engineers.

4-6. Engineers assigned to two schools will receive \$125 per month for mileage. Engineers assigned to three schools will receive \$200 per month for mileage. Engineers assigned to four schools will receive \$250 per month for mileage. Roving engineers will receive standard mileage reimbursement rates set by the federal government upon receipt of required forms. An engineer may not be assigned to more than one school that would result in the area of responsibility exceeding 124,999 square feet.

## ARTICLE 5 - TRANSFERS AND PROMOTIONS

5-1. The voluntary transfer and assignment of all bargaining unit employees shall be effectuated in accordance with the policies and procedures specified in Appendix D.

5-2. The promotion of all bargaining unit employees shall be effectuated in accordance with the policies and procedures set forth in Appendix E.

## ARTICLE 6 - RESPONSIBILITIES

6-1. Under the direction of and subject to the authority of the Chief of Facilities or designee, or his/her designee, the engineer shall comply with the direction of the principal in ensuring the safe, economical operation of the plant and grounds.

6-1.1. The Chief of Facilities or designee, or his/her designee, shall confer with the engineer as needed concerning the operation and condition of the building, safety, maintenance and any other matters which may jeopardize the well-being of students and occupants at the school.

6-1.2. Where an engineer is assigned to a unit having two (2) or more attendance centers, he/she shall be accountable to the Facility Manager of the attendance center having the largest number of students.

6-1.3. When the engineer of a facility is absent, and two (2) or more assistant engineer positions exist at that facility, the highest-grade regularly assigned engineer in said facility shall be the engineer, subject to the approval of the Facility Manager.

6-2. The engineer shall be responsible for the preparation and processing of the appropriate requisitions for physical plant repairs, replacement parts and plant operation supplies. Such requisitions shall bear the signatures of the engineer and the Facility Manager. Upon request, but not more than monthly, the BOARD shall supply the engineer with a report which details some or all of the following: the status of all outstanding requisitions, plant emergency orders, immediate service requisitions, purchase orders, scheduled capital improvements or other such information.

6-3. The engineer shall be responsible for the security and storage of supplies, materials and equipment received and accepted by the engineer.

6-4. The engineer shall have access to and shall be responsible for the proper maintenance of all areas of the building and grounds to which s/he is assigned. This responsibility will include the engineer having access to extra keys and pass cards that are maintained on a current basis in a location. The process for providing staffing for the removal of snow is set forth in Appendix J.

6-5. All members of the bargaining unit shall have in effect at all times a current, valid stationary engineer's license issued by the City of Chicago. Said license shall be posted in the office of the engineer.

6-6. The engineer shall be responsible for the preparation of standardized monthly reports as designated by the Chief of Facilities or designee, or his/her designee.

6-7. The Engineer shall be responsible for complying with all safety and health codes applicable to his/her area of responsibility and shall be responsible for carrying out all directives related to building safety and health codes as directed by the Chief of Facilities or designee, or his/her designee. Whenever such information becomes available, the Chief of Facilities or designee, or his/her designee, shall advise the Engineer of any and all safety-related information regarding his/her assigned duties. Said information shall include, but not be limited to, code violations, sample test results, scheduled tests and scheduled corrective actions.

6-8. All members of the bargaining unit shall observe all posted and applicable building safety rules and safety procedures.

6-9. Engineers shall be responsible for the maintenance of the assigned building(s) seven (7) days per week, if possible. Any bargaining unit member who becomes aware of any emergency or condition which requires immediate action in order to prevent irreparable harm to the building, grounds and, more importantly, to the occupants of said building, shall take immediate action to correct the condition.

#### ARTICLE 7 - WORK SCHEDULE

7.1. All work schedules will be part of an annual master schedule subject to the approval of the Chief of Facilities or designee, or his/her designee. The regular schedule of the engineer shall be eight and one half consecutive hours (8 ½) hours including a thirty (30) minute unpaid lunch. Regular work schedules will be determined by the Chief of Facilities or designee, or his/her designee, and published on the master schedule. Subject to the terms of this contract, scheduling may include staffing at any hour of the day to ensure compliance with productivity objectives. Any scheduled overtime will require prior approval by the Chief of Facilities or designee, or his or her designee. Notwithstanding the above, all engineers will be scheduled for five (5) consecutive days each week, regular schedules will not include Sundays, and the regular schedule of the highest ranking engineer at each school will be between the hours of 6:00 a.m. to 6:00 p.m, Monday through Friday.

7-1.1. Said regular work hours may be subject to change upon two (2) weeks' advance notice.

7-1.2. In accordance with Section 553.224 of the Fair Labor Standards Act, the changing of regular work hours shall not be designed to evade the overtime compensation requirements of the Fair Labor Standards Act.

7-1.3. The Department of Asset Management shall schedule his/her staff's work hours to meet the needs of all programs conducted at the school building. The LFM, FM, or engineer (who is subject to the approval of the Department of Asset Management) shall be present and on duty whenever the building is occupied, as designated by the Department of Asset Management. All program overtime work hours, if any, shall be under the authority, direction and responsibility of the Department of Asset Management; Non-BOARD conducted programs and other organizations and individuals shall be subject to permit procedures.

7-2. The principal and the Local School Council shall have approval authority over any building usage. Permit fees and any overtime regarding those fees shall be governed by BOARD rules or policies. Employees assigned to work overtime will be paid according to their respective collective bargaining agreements.

7-2.1. The engineer shall be present and on duty for such occupancies when non-BOARD programs provide for fees paid for building usage pursuant to the permit procedure.

7-3. Upon approval of the Chief of Facilities or designee, or his/her designee, the engineer shall be on duty to supervise tradesmen or any other maintenance personnel working in the building or on school premises.

7-4. Where not covered per Articles 7-1, 7-1.1 and 7-1.2, from Monday through Friday evening meetings, on regular school days, compensation for working Local School Council meetings shall be .75 of a day, which shall be credited to the bargaining unit member's "vacation reserve" which appears on the member's check stub as "RES" (reserve account).

#### ARTICLE 8 - SALARY

8-1. All salaries paid for services rendered by all members of the bargaining unit shall be in conformity with the annual salary schedules set forth in Appendix F adopted by the BOARD after and in accord with negotiations.

8-1.1. The weekly salary specified in the salary schedule is full compensation (apart from premium time) for all the hours worked each work week, whatever their number.

8-1.2. The BOARD shall provide a written explanation of a payroll adjustment or change with the salary warrant on which said adjustment or change takes place.

8-2. Engineers shall be entitled to overtime compensation at one-and-one-half (1 ½) times their regular hourly rates for time worked in excess of eight (8) hours per day or forty (40) hours per week. Holidays, bereavement leave, time lost for injury on the job and jury duty shall be included in this forty- (40-) hour work week.

8-2.1. Engineers shall be paid two (2) times their regular hourly rates for hours worked on Sundays and/or a seventh consecutive work day.

8-2.2. All overtime assignments must have prior approval by the principal or the Chief of Facilities or designee, or his/her designee, before being worked.

8-2.3. A joint BOARD-UNION committee shall be established to review and make recommendations to the Chief Executive Officer regarding overtime cost containment for engineer custodians. Members of the committee shall be chosen by the Chief Executive Officers of the UNION and the BOARD and shall include both UNION and BOARD representatives.

8-2.4. Engineers responding to emergency call backs shall be paid at one-and-one half times their regular rates from the time they leave home after receiving a call from Safety and Security, until the alarm system is re-armed. A minimum of two (2) hours shall be granted for every call back that is verified.

8-3. For Engineers hired prior to January 1, 2017, the BOARD shall pick up, for each regularly appointed employee in this bargaining unit, a sum equal to seven percent (7%) of the amount due each such employee as base salary (and not from any other remuneration paid pursuant to the terms of this Agreement) for the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund to be applied to the retirement account of each such employee (not the survivors' annuity account). 8-3.1. Employees shall have no right or claim to the funds so picked up, except as they may subsequently become available upon retirement or resignation from the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund or as provided under the laws governing said pension fund.

8-4. For Engineers hired on or after January 1, 2017, the Board shall not pick up any portion of the employees' pension contribution but:

- (a) For the period of January 1, 2017 to June 30, 2017, add on 3.5% to their base salary as a pensionable salary; and,
- (b) For the period of July 1, 2017 and thereafter, add on 7% to their base salary as additional pension salary.

8-5. In accordance with the provisions of the Illinois School Code, salary schedules and compensatory remuneration provisions in the 2007-2012 Agreement shall be subject to the terms, provisions and conditions of the appropriations therefore contained in the fiscal 2017-18, 2018-19, 2019-20, 2020-21 Board of Education budgets.

8-6. Employees in the bargaining unit shall be paid on alternate Fridays with no longer than a one (1) week delay between the end of the pay period and the pay date. Effective September 1, 2004, all deductions shall be annualized in accordance with the fifty-two- (52-) week payment program through twenty-six (26) bi-weekly deductions.

8-7. During the first three year of this agreement the BOARD shall adjust salaries in accordance with the schedule below and provide the pensionable additional salary to Engineers hired on or after January 1, 2017 in accordance with paragraph 8-4. This contract shall re-open on May 1, 2019 for the sole purpose of negotiating wages for years 4 and 5 of this agreement.

Year 1: 0% increase (eff. 7/1/16)

Year 2: 2% increase (eff. 7/1/17)

Year 3: 2.5% increase (eff. 7/1/18)

Year 4: In accordance with agreement reached during re-opener

Year 5: In accordance with agreement reached during re-opener

8-9. Effective July 1, 2004, the BOARD will contribute \$.08 for each regular hour of work performed by bargaining unit members (exclusive of overtime) to the I.U.O.E., Local 143 Continuing Education and Training Fund.

8-10. All employees may be required during this contract to utilize direct deposit for the payment of their wages.

#### ARTICLE 9 – GENERAL

9-1. The BOARD will make every reasonable effort to provide and maintain safe working conditions. The UNION will cooperate to that end and encourage the employees, at all times, to perform their assigned tasks in a safe manner.

9-1.1. For safety and security reasons, the principal will designate at least one (1) working telephone for use by employees covered by this Agreement who may be required to work after normal and regular school hours.

9-2. Subject to review by a medical examiner selected by the Chief Executive Officer and further subject to the credit below, members of the bargaining unit whose absences result from a school-related assault shall be paid full salary and medical expenses by the BOARD for the time of their temporary total incapacity, and no deductions shall be made from sick leave.

9-2.1. There shall be coordination of salary payable hereunder with any sums payable under the Workers' Compensation Act for temporary total incapacity for work in that in calculating the amount due to an employee under this Article, the BOARD shall be entitled to and shall take credit for any sum payable under the Workers' Compensation Act for temporary total disability. The credit hereunder is to be limited to temporary total disability only.

9-2.2. A member of the bargaining unit shall report immediately to his/her immediate superior and to the Chief of Facilities or designee, or his/her designee, any case of assault in which he/she is involved while performing his/her assigned duties.

9-2.3. It shall be the responsibility of each bargaining unit member to supply any and all available information concerning a school-related assault and cooperate in any subsequent legal action concerning said incident.

9-3. The UNION shall continue to cooperate with the BOARD in the implementation of in-service programs for engineers and other employees assigned to the Department of Asset Management.

9-4. The UNION shall receive notice of all disciplinary action taken against members of the bargaining unit.

9-5. The Department of Asset Management will maintain a current listing of the status of all bargaining unit positions.



9-6. The Agreement shall be reproduced by the UNION. The BOARD will produce the tentative agreement and furnish the UNION with sixty (60) copies.

9-6.1. The UNION shall distribute the Agreement to each person who is or becomes a member of the bargaining unit during its effective term.

9-7. All official bulletins, directories, school calendars and other official information and material pertinent to the duties and responsibilities of the engineer shall be placed under separate cover and addressed to the engineer. It shall be the responsibility of the engineer to post said bulletins.

9-8. The BOARD will implement a new Engineer Performance Management evaluation program in collaboration with the UNION. The revised evaluation program will be developed collaboratively among and between the appropriate CPS Departments, the Chief of Facilities or designee and the Union. Final approval of the revised evaluation program will be made at the sole discretion and authority of the Director Asset Management.

9-9. Whenever a bargaining unit member elected or appointed by the UNION is scheduled to participate during working hours in negotiations, conferences or meetings related to negotiations, this Agreement or other conditions of employment, except when participating in a joint BOARD-UNION committee, the UNION shall pay the cost of the substitute engineer to assume the duties and responsibilities of the engineer who is engaged in representing the UNION.

9-10. School-based engineers shall submit written requests for reimbursement of out-of-pocket expenses to the Facility Manager. Upon approval of said request, reimbursement shall be issued within ten (10) working days.

9-11. Any bargaining unit member who becomes aware of a safety hazard within the school building or on the school grounds shall immediately investigate and take the necessary action to eliminate the safety hazard. The bargaining unit member shall immediately inform the principal of the presence of said safety hazard and the action taken to remedy the safety hazard.

9-12. An engineer is expected to provide a written notice to the Talent Office and the Chief of Facilities or designee, or his/her designee, at least sixty (60) calendar days prior to the effective date of the engineer's retirement from employment so that it can be identified in the master planning schedule.

9-13. A joint BOARD-UNION committee shall be established to study and make recommendations to the Chief Executive Officer regarding safety equipment necessary for the proper operation and maintenance of school physical plants.

9-14. The BOARD shall furnish the UNION, by the tenth working day of employment, with the job title, name, address, and work location of any new full-time employee who becomes a member of the bargaining unit.

9-15. The BOARD shall fill Class 3 engineer vacancies in a timely manner. The BOARD will consult with the UNION regarding the interview process. When new engineers are hired the UNION will be allowed the opportunity to be present at new employee orientation.

9-16. Reliable computer and intranet/internet access will be available for the use of engineers to perform job-related duties. If such reliable access is not provided, the employee shall be subject to discipline for matters related to such access. .

9-17. Any changes with regard to policy matters directly affecting the benefits enumerated in this Agreement, including wages, hours and terms and conditions of employment, will be negotiated with and agreed to by both the BOARD and the UNION.

9-18 A newly hired external candidate may be initially employed only at entry level of engineer. External candidates may be recruited by the Talent Office.

#### ARTICLE 10 - CONFORMITY

10-1. During the term of this Agreement, the UNION agrees that there shall be no strikes, work stoppages, picketing or concerted interruptions of any kind.

10-1.1. In the event of an unauthorized strike, slow-down or stoppage; the BOARD agrees that there will be no liability on the part of the UNION, provided the UNION promptly and publicly disavows such unauthorized strike, orders the members of the bargaining unit to return to work and attempts to bring about a prompt resumption of normal operations, and provided further that the UNION notifies the Chief Executive Officer, in writing, by certified or registered mail, return receipt requested, within forty-eight (48) hours after the commencement of such strike, slow-down or stoppage, what measures it has taken to comply with the provisions of this Article.

10-2. In the event either party wishes to modify or amend this Agreement, written notice thereof shall be given to the other party at least thirty (30) days prior to the consideration of said modification or amendment. The parties shall thereafter meet to discuss the proposed modification or amendment, and, if said modification or amendment is thereafter agreed upon, in writing, this Agreement will be so amended.

#### ARTICLE 11 – LEAVES OF ABSENCE

11-1. Vacations. All bargaining unit employees who are scheduled to work fifty-two (52) weeks per year shall accrue vacation at the following rates through June 30, 2014:

<b>Years of Service</b>	<b>Accrual Rate</b>	<b>Yearly Accrual</b>	<b>Maximum</b>
0-10	.58 Vacation Days Per Pay Period	15 Days	40 days
11-20	.77 Vacation Days Per Pay Period	20 Days	53 Days
21 or more	.97 Vacation Days Per Pay Period	25 Days	66 Days

All bargaining unit employees who are scheduled to work fifty-two (52) weeks per year shall accrue vacation at the following rates as of July 1, 2014:

Years of Service Accrual	Accrual Rate	Yearly Accrual	Maximum
For employees with 0-10 years	.58 vacation days per pay period	15 days	20 days
For employees with 11-20 years	.77 vacation days per pay period	20 days	25 days
For employees with 21 or more years	.97 vacation days per pay period	25 days	30 days

Once the maximum accrual has been reached, no additional vacation time will be accrued until all of the employee's vacation day balance falls below the maximum.

11-2. Holidays. The BOARD shall establish holidays that will be observed on an annual basis at the time it adopts the academic calendar. For FY2013, 52-week employees shall have the following holidays: Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, President's Day, Memorial Day, and Independence Day. Holidays that fall on Sunday will be observed on Monday.

11-2.1. A bargaining unit member shall be eligible for the paid holiday, provided he/she is paid for either the day before or the day after such holiday.

11-2.2. The established procedure concerning emergency coverage of school buildings and property shall remain in full force and effect.

11-2.3. For any bargaining unit member whose regularly assigned days off are other than Saturday and Sunday, his/her assigned days off for holiday purposes shall be considered his/her Saturday and Sunday.

11-2.4. If an employee with thirty (30) or more years of service has accrued paid vacation in excess of fifty (50) days, such employee may elect to reduce his/her vacation bank to fifty (50) days and receive his/her current regular rate of pay for such unused vacation days, provided that such payment will not increase the employee's total salary by more than twenty percent (20%) of his/her total salary for the preceding year.

11-2.5. For purposes of measuring years of service, time spent by an employee in the employ of the City of Chicago, Chicago Housing Authority, Chicago Park District, County of Cook, Forest Preserve District, Metropolitan Pier and Expositions Authority, Metropolitan Water Reclamation District of

Greater Chicago, School Finance Authority, Chicago Transit Authority or State of Illinois shall be credited to the employee if he/she begins employment with the BOARD within one (1) year after the termination of his/her employment with such public entity.

11-2.6. Vacation accrual benefits shall not be limited where a bargaining unit member's previously scheduled vacation has been canceled by the BOARD.

11-2.7. Effective upon ratification, a bargaining unit member who is directed by the Chief of Facilities or designee to work on a holiday shall receive one-and-one-half (1 ½) times his/her regular hourly rate of pay for all hours worked on the holiday in addition to eight (8) hours of holiday pay.

11-2.8. Engineers will be permitted to take vacation earned during their anniversary year. Timely written notice of no less than fifteen (15) work days shall be given to the Chief of Facilities or designee, or his or her designee. No single request shall be for more than three (3) consecutive weeks, unless the Chief of Facilities or designee, or his or her designee, consents otherwise. Subject to operational needs, the Chief of Facilities or designee, or his or her designee, shall approve the engineer's request.

11-2.9. Sick Day Benefit Days Granted On and After July 1, 2012. On July 1, 2012, and each July 1 thereafter, the BOARD shall grant eligible employees one day per month, up to twelve (12) sick days, based on anticipated active employment for the next school year. Sick days granted on and after July 1, 2012 that are unused at the end of the fiscal year will not be carried over to the next fiscal year. The BOARD shall not pay out to any employee the value or any part of the value of any sick days granted on and after July 1, 2012 that are unused at the time the employee separates from BOARD employment for any reason.

11-2.10. Donation of Sick Days. Employees may donate up to ten (10) sick days from their sick day banks to another employee who is suffering from a serious medical condition and who is on an approved leave of absence, provided that the employee has the same or lower base salary. An employee receiving a donation of sick days may not receive more than forty-five (45) days of sick leave in the aggregate from donor-employees and may only receive a donation once during his or her employment by the BOARD.

11-3.1. The pay for one (1) sick day shall be calculated by multiplying the number of hours the employee is assigned per day by his/her regular hourly rate of pay.

11-3.2. New employees are not eligible for sick leave during the first sixty (60) school days of their employment. After this sixty- (60) day period, such employees shall accrue and be granted sick days on a prorated basis retroactive to their dates of appointment.

11-3.3. Short-Term Disability (including Paid Maternity Leave) Benefits. Effective July 1, 2012, or as soon thereafter as possible, the Board shall establish a short-term disability and paid maternity leave policy for employees who are eligible for health care benefits. The short-term disability policy shall provide disability benefits for employee illness in excess of ten (10) consecutive days (including maternity leave days) as follows: (a) one hundred percent (100%) of the employee's regular full-time pay for the first thirty (30) calendar days of the employee's disability and/or maternity leave; (b) eighty

percent (80%) of the employee's regular full-time pay for calendar days thirty-one (31) through sixty (60) of the employee's disability and/or maternity leave; and, (c) sixty percent (60%) of the employee's regular full-time pay for calendar days sixty-one (61) through ninety (90) of the employee's disability and/or maternity leave.

11-3.4. Eligibility for Short-Term Disability and Paid Maternity Leave Benefits. Employees are eligible for short-term disability if they satisfy the following requirements:

- a) they have been employed for at least sixty (60) calendar days;
- b) they have not exhausted 90 paid calendar days of short-term disability or maternity leave in the preceding 12-month period;
- c) they have exhausted ten (10) sick benefit days other than those in their retained sick leave benefit bank;
- d) they have submitted a qualifying medical certification of their disability or maternity; and,
- e) they are not receiving workers compensation, victims of violence benefit or long term disability benefits for the disability.
- f) they are full-time benefits eligible employees actively employed in a position.

11-3.5. Employee Benefits During Paid Short-Term Disability Leave. Employees on short-term disability leave may continue their employee benefits (health, dental, life, 403(b), etc.) on the same terms as if they were actively employed. Deductions shall be made from short-term disability payments for those benefits.

11-3.6. Coordination with FMLA and Supplemental FMLA Leaves of Absence. Short-term disability leaves and any period of sick leave use immediately preceding the short-term disability leave period run in parallel with qualifying FMLA leaves of absence. Time spent on a short-term disability leave of absence shall count toward the maximum number of days or weeks of FMLA or Supplemental FMLA leaves of absence.

11-3.7. Employee Election to Use Retained Sick Days During Short-Term Disability. Employees with retained sick day banks may elect to use retained sick days in lieu of disability benefits for days thirty-one (31) to ninety (90) of short-term disability.

11-3.8. If an employee is absent for illness in excess of five (5) consecutive days, the employee shall submit a physician's certificate (or a certificate from the employee's religious advisor if the employee's treatment involves prayer or other spiritual means) to his/her supervisor to receive pay for such sick days. If an employee's supervisor has a reasonable suspicion that an employee is abusing sick leave, the supervisor may require the employee to submit such certificate after the employee uses one (1) sick day.

11-3.9. All sick days granted after June 30, 2012 will neither accrue nor accumulate.

11-4. Unused Sick Day Benefit Banks Earned Prior to July 1, 2012. Bargaining unit employees shall retain any bank of unused sick days that the bargaining unit employee accumulated prior to July 1, 2012 in a “retained sick day bank.” Employees may use days from their retained bank at their own election during a short-term disability leave as set forth above. Up to 325 retained sick days earned from CPS employment prior to July 1, 2012 and left unused in the retained sick day bank at the employee’s resignation, retirement or death shall be paid out at the employee’s rate of pay at the time of the employee’s separation based on the following qualifying events and in the following percentages:

<u>Qualifying Event</u>	<u>Percentage of Accumulated Sick Leave To Be Paid Out</u>
Resignation or retirement with 33.95 or more years of service	100%
Resignation or retirement with at least 20 but less than 33.95 years of service	90%
Resignation or retirement at age 65 with less than 20 years of service	85%
Employee’s Death	100%

11-4.1. An employee who qualifies for a payout pursuant to this Article based upon his/her age and/or years of service and who is laid off shall be afforded a period of twelve (12) months from the date of his/her layoff, or last day in the bargaining unit (whichever is later) to submit a resignation or retirement to qualify for a payout.

11-4.2. New employees shall complete sixty (60) calendar days prior to eligibility for sick days. Upon completion of the 60-day period, sick days shall be retroactive to first day hired.

11-5. Bereavement Leave. If an employee is absent because of the death of his/her parent, spouse, child, brother or sister, civil-union, domestic partner or a step-parent who is married to a parent of the employee, the employee shall be paid his/her basic salary for the number of week days he/she is absent from the date of the death to the date he/she returns to work, provided that such leave shall not exceed ten (10) week days (including all holidays and layoff days). If the employee is absent in excess of five (5) week days, such days shall be charged against the employee's accumulated bank of sick days.

11-5.1. If an employee is absent because of the death of his/her grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, nephew, niece, uncle, aunt or first cousin, the employee may elect to use his/her accumulated bank of sick days for (1) the number of week days he/she is absent from the date of the death to the date of the burial and (2) the necessary

time for return travel if the funeral is held outside the City of Chicago, provided that the employee may only use a maximum of five (5) sick days (including all holidays and layoff days) for such leave.

11-6. Court Attendance. An employee shall be granted leave to attend court without loss of compensation when the employee's court attendance is required either (1) in connection with litigation in which school interests or records are involved; or (2) when the State of Illinois, City of Chicago or BOARD is a party to the litigation, and the employee is not personally interested in the outcome of the litigation.

11-6.1. If an employee is subpoenaed as a witness within Cook County, Illinois and is not personally interested in the outcome of the litigation, the employee shall be granted leave to attend court with full pay less an amount equal to the statutory subpoena fee.

11-7. Jury Duty. All bargaining unit employees shall be granted leave for jury duty in the State of Illinois with full pay less an amount equal to the amount received by the employee as compensation for such jury duty.

11-8. Military Leave. Any bargaining unit employee who is inducted or enlists in the U.S. Armed Forces or who enters upon active duty in the U.S. Armed Forces shall be placed on a leave of absence during the period of such military service. The employee's position or a comparable position shall be held open without prejudice during the period of such military service and ninety (90) days thereafter.

11-8.1. Any bargaining unit employee who is engaged in reserve duty as a member of a reserve component of the U.S. Armed Forces shall be placed on a leave of absence by the Chief Executive Officer or General Counsel (or their designees) during the period of military service. During this period of military service, and while engaged in the performance of military duty, the employee shall be paid his/her regular compensation less an amount equal to the amount received by the employee as compensation for such service for a period not to exceed fifteen (15) working days in the aggregate during any fiscal year. 11-9. For purposes of measuring years of service, time spent by an employee in military service shall be credited to the employee if he/she resumes employment with the BOARD within sixty (60) days after his/her discharge from military service.

11-10. Personal Days. All full-time employees who have one (1) or more years of service with the BOARD shall be granted three (3) personal days during each calendar year without loss of compensation or deduction from his/her accumulated bank of sick days. Effective July 1, 2012, a current employee's allotment of personal leave benefit days ("Personal Days") will be granted annually during the first payroll period of the fiscal year in July rather than the first payroll period of the calendar year in January.

11-10.1. All full-time employees with less than one (1) year of service with the BOARD shall be granted personal days as follows:

<u>Hire Date</u>	<u>Number of Personal Days</u>
July 1 through September 30	3
October 1 through March 31	2
April 1 through May 31	1
June 1 through June 30	0

11-10.2. An employee may not use a personal day during the first or last week of school.

11-10.3. Personal Days granted on or after July 1, 2012, shall not be accumulated, shall not be cashed out, shall not be used as service credit or rolled into a sick bank, and may not be used during sick leave.

11-10.4. For current employees, Personal Days granted in January 2012 that are unused by December 31, 2012, will roll over into the employee's Retained Sick Leave Bank.

11-10.5. Personal Days granted in July 2012 and every July thereafter that are unused by June 30 of the fiscal year in which the Personal Days were granted, shall be forfeited. For new employees hired after July 1, 2012, all Personal Days granted must be used by June 30th of the fiscal year in which Personal Days were granted, or shall be forfeited.

11-11. Leave To Attend Conferences. The Chief Executive Officer may grant a full time bargaining unit member leave without loss of compensation to attend professionally related conferences, meetings, workshops or conventions, which in the judgment of the Chief Executive Officer are beneficial or related to the work of the schools.

11-12. Unpaid Leave. All bargaining unit employees who have been employed for three (3) months or more may be granted a leave of absence without pay by the Chief Executive Officer or General Counsel (or their designees) for a period of not more than two (2) years, subject to BOARD approval.

11-13. FMLA Leave. Bargaining unit employees who have been employed for at least 12 months and who have worked a minimum of 1,250 hours of service during the previous 12- month period shall be entitled to unpaid leave under the Family and Medical Leave Act ("FMLA") for any of the following reasons:

- a) To provide care for a son or daughter during the 12-month period after the birth of such child;



- b) To provide care for a son or daughter during the 12-month period after such child is adopted by or placed in the foster care of the employee;
- c) To provide care for a son, daughter, spouse or parent with a serious health condition;  
or
- d) To treat or recover from a serious health condition of the employee.

11-13.1. Bargaining unit employees are entitled to a total of 12 work weeks of unpaid leave for the above-stated reasons during a "rolling" 12-month period measured backwards from the date an employee uses any FMLA leave.

11-13.2. Bargaining unit employees shall be required to use their accrued sick days concurrently with any leave of absence taken under the FMLA. Employees will have the option, upon appropriate notice, to use accrued vacation days. During any leave taken under the FMLA, the employee's health care coverage under any group health plan shall be maintained for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. If the employee is using vacation or sick days, the employee will accrue seniority while on FMLA leave.

11-13.3. Bargaining unit employees must provide at least thirty (30) days' advance notice before FMLA leave is to begin if the need for leave is foreseeable based on an expected birth, placement for adoption or foster care or planned medical treatment for a serious health condition of the employee or the employee's son, daughter, spouse or parent. If thirty (30) days' notice is not practicable (such as because of a lack of knowledge of approximately when a leave will be required to begin, a change of circumstances or a medical emergency), notice must be given as soon as practicable. Failure to provide the notice set forth in this section shall not affect the employee's entitlement to the leave when the BOARD has actual knowledge of the FMLA precipitating event.

11-13.4. A bargaining unit employee who takes FMLA leave shall be entitled on return from such leave to be restored to the position of employment held by the employee when the leave commenced or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

11-14. Election Day. All bargaining unit employees shall receive reasonable time off without pay not to exceed two (2) hours to enable such employees to vote in any primary election, general election, special election or any election at which propositions are submitted to a popular vote in the State of Illinois, provided that (1) such employees shall submit a request in writing to the BOARD on a form provided by the BOARD at least three (3) work days prior to the election day and (2) the BOARD may designate the hours during which such leave may be taken subject to operational needs.

11-15. Except as may be specifically provided for in this Agreement, bargaining unit employees' rights and obligations relating to any of the above benefits shall be governed by any applicable federal or state statute or local ordinance (including any regulations thereunder) and BOARD rules or policies.

## ARTICLE 12 - DISCIPLINE AND DISCHARGE

12-1. The Chief of Facilities or designee shall direct, supervise, evaluate, suspend with or without pay and discipline all engineers only for just cause. Discipline as used herein includes suspension or lesser disciplinary action, including reprimand.

12-1.1. If discipline is contemplated, members of the bargaining unit shall be afforded a conference to discuss the incident(s) which gave rise to the contemplated discipline. The bargaining unit member and the UNION shall be given written notice three (3) working days prior to the scheduled conference date. Said notice shall state 1) that the conference may result in disciplinary action and shall describe the type of discipline to be considered; 2) the alleged misconduct which led to the scheduling' of the conference; and 3) the time, date and place of the conference. The UNION shall be present at the conference.

12-1.2. At this conference, the member of the bargaining unit and/or a UNION representative representing the bargaining unit member shall be given the opportunity to respond concerning the alleged misconduct. The Chief Executive Officer's designee shall report the findings and make a recommendation to the Chief Executive Officer.

12-1.3. No disciplinary action shall be imposed until the final decision of the Chief Executive Officer is transmitted by personal service (or by certified mail, return receipt requested) to the employee and the UNION and the return receipts are returned and received by the Chief Executive Officer or his/her designee. No member of the bargaining unit shall be disciplined except for just cause. Members of the bargaining unit may be suspended without pay for disciplinary reasons for a period not to exceed thirty (30) workdays. The Chief of Facilities or designee shall make decisions with respect to discipline of suspension of the thirty (30) days or less within 30 days of the pre-disciplinary meeting.

12-1.4. Discipline and discharge of bargaining unit employees shall be in accordance with "Chicago Board of Education Personnel Policy Educational Support Employees: Discipline and Discharge." No discipline or discharge of bargaining unit employees by the BOARD shall be without just cause.

12-1.5. Records of disciplinary action shall be removed from the personnel file one (1) year after the conclusion of the disciplinary action.

12-1.6. All decisions below the level of the Chief Executive Officer shall be subject to review and reconsideration by the Chief Executive Officer.

12-1.7. Only BOARD decisions involving discharge or suspension over fifteen (15) days are arbitrable under this Article, provided however that disciplines of six or more days may be submitted to mediation/arbitration, subject to Section 3-6 above.

12-1.8. Within ten (10) working days after receipt of the decision of the Chief Executive Officer regarding discharge or suspension over fifteen (15) days, the UNION only may appeal from the decision of the Chief Executive Officer to the Federal Mediation and Conciliation Service for

arbitration under its rules. Following the appeal of the grievance to arbitration and prior to the hearing, upon agreement of the parties, a grievance may be submitted for voluntary mediation before a neutral person. The cost of the mediation shall be shared equally by the parties.

12-1.9. The arbitrator shall hold a hearing within twenty (20) days of his/her appointment unless otherwise agreed by the parties. At least five (5) days' notice will be given to all parties of the time and place of the hearing. Within twenty (20) days after completion of the hearing, the arbitrator shall render his/her decision. The decision shall be final and binding on the parties. The cost of the arbitrator shall be shared equally by the parties.

12-1.10. In reaching his/her decision, the arbitrator shall have no power or jurisdiction to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The arbitrator's powers shall be limited to deciding whether the parties have violated, misinterpreted or misapplied any of the terms of this Agreement in connection with the discharge or suspension over fifteen (15) days.

12-1.11. Any arbitration involving the discharge of a non-certificated, union-represented employee shall be in accordance with the guidelines set forth in Appendix G.

12-1.12. The probationary period for new employees is one continuous year of active work as a CPS Engineer.

#### ARTICLE 13 - RESIDENCY

13-1. The BOARD's residency policy shall be applicable to all members of the bargaining unit who have been initially employed by the BOARD on or after November 20, 1996. If residency within the city limits was not required at the time of initial employment, it shall not be imposed as a condition of employment at a later date to determine compensation, retention, promotion, assignment or transfer.

#### ARTICLE 14 – INSURANCE

14-1. The BOARD shall provide for each regular, probationary and provisionally appointed member of the bargaining unit the medical, prescription drug, mental health, dental and vision benefits; flexible spending accounts; life and personal accident insurance; and savings and retirement program as set forth in Appendix H subject to the terms of this Agreement.

14-2. The BOARD reserves the right to change insurance carriers, Health Maintenance Organizations or administrators or to self-insure all or any part of the coverage provided for herein, provided such change does not reduce the level of benefits set forth herein.

14-3. A claim dispute with the carrier pertaining to any benefit under the BOARD's health care plan shall not be subject to the grievance procedure. Such claim disputes shall be pursued by employees covered by this Agreement through the carrier's administrative remedy procedures. In the event the BOARD shall self-insure the plan, any claim dispute shall be pursued through the BOARD's administrative remedy procedures. This paragraph shall not affect the grievance or arbitrability of disputes concerning the plan beyond those involving employee or dependent medical claims.

14-4 Employee Health Care Contributions. The following grids are the Employee Contributions for health care:

*Effective January 1, 2017*

	<b>HMO</b>	<b>PPO</b>	<b>HSA</b>
Single	2.0%	2.2%	0.65%
Employee +1	2.2%	2.5%	1.25%
Family	2.5%	2.8%	1.90%

*\*All percentages are percent of base salary.*

Effective January 1, 2019 (subject to the LMCC program proviso below)\*\*

	<b>HMO</b>	<b>PPO</b>	<b>HSA</b>
Single	2.10%	3.0%	0.00%
Employee +1	2.28%	3.25%	1.00%
Family	2.50%	3.5%	2.0%

*\*All percentages are percent of base salary.*

*\*\*LMCC program proviso. The LMCC is meeting to discuss alternatives to the January 1, 2019 contribution increase (which equals a 0.8 percent) through savings, and, if any savings are achieved, the 0.8 percent contribution increase will be offset to the same extent.*

14-5. This Agreement shall be reopened to further discuss the Health Plan set forth in this Article for the following reason:

Any changes in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement, and directly affects benefits/coverage of BOARD employees and dependents;

If either of the foregoing events or conditions occur, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. The status quo shall remain in effect unless otherwise agreed to.

14-5.1. Qualified civil partners of bargaining unit members are entitled to the same health and dental insurance benefits as are available to the spouses of bargaining unit members. Persons qualified as domestic partners at the time of the making of this agreement shall continue to be recognized as domestic partners and be eligible for benefits so long as they meet the criteria established for domestic partners. The BOARD shall not recognize any new domestic partner relationships or provide benefits coverage to domestic partners hereafter.

14-7. Tobacco Users Contribution Differential. If a covered individual is a tobacco user, the employee will pay a contribution differential, prorated to a per pay period basis on the following terms: (a) an

employee who earns thirty thousand dollars (\$30,000) or less, including overtime, shall pay one hundred, fifty dollars (\$150) per year per covered individual who is a tobacco user; (b) an employee who earns more than thirty thousand dollars (\$30,000), including overtime, shall pay two hundred, fifty dollars (\$250) per year per covered individuals who is a tobacco user.

14-8. Flexible Spending Accounts. The Board shall offer medical and dependent care flexible spending accounts whereby employees may contribute pre-tax wages to be withdrawn to pay for or reimburse the employee for payments made for eligible medical and dependent care expenses incurred during a defined calendar year. Employees forfeit contributions that are unused and/or unclaimed during the period for which they were contributed. The maximum contribution to a medical flexible spending account will be \$2,600.00 during any calendar year. The maximum contribution to a dependent care flexible spending account shall be \$5,000.00 during any calendar year.

14-9. Life Insurance. The Board shall provide each bargaining employee a term life insurance policy of \$25,000 at no cost to the employee. The Board shall provide employees options to purchase additional coverage on his or her life equal to 1, 2, 3 or 4 times the employee's base salary. The Board shall also provide employees the option to purchase life or personal accident insurance with a value of up to \$50,000 on the life of a spouse or up to \$10,000 on the life of a dependent child. Rates for additional coverage shall be determined by the life insurance provider.

14-10. 403(b) and 457 Plans. The Board shall offer employees a 403(b) and 457 plan whereby employees may contribute pre-tax wages to accounts intended to be used during the employees' retirement. 403(b) and 457 Plans shall be governed by their Plan Documents and shall be governed by Internal Revenue Service Rules regarding their operation.

14-11. Leave Policies and Procedures. The Board's policies and procedures governing paid and unpaid leaves of absence are set forth in the current Rules of the Board of Education of the City of Chicago and the Chicago Public Schools Policy Manual, except as may be modified by this Agreement.

14-12. Health Care Benefits. Except as otherwise required by law, an employee on an approved leave of absence shall have the right to continue his or her health care coverage on the same terms and conditions as employees in active service, provided that the employee pays the full cost of such coverage in accordance with Article 14.

14-13. Return from Leave. Except as otherwise required by law, or set forth in the current policies and procedures, an employee who decides to return to active service following an approved leave of absence shall have the right to apply and be considered for vacant positions on the same terms and conditions as other applicants for employment with the Board.

#### ARTICLE 15-CONCLUSION

15-1. This Agreement shall be effective as of July 1, 2016 and shall remain in effect through June 30, 2021.

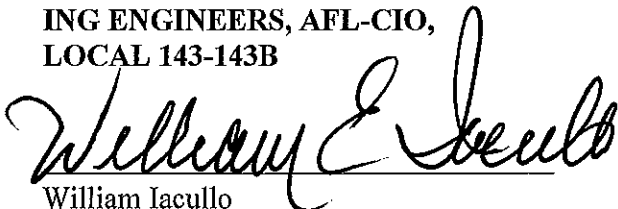
15-1.1. Negotiations for a wage reopener for the period of July 1, 2019 to June 30, 2021 will commence no later than May 1, 2019, upon written request of either party filed at least two (2) weeks before this date. Negotiations for successor agreement will commence no later than May 1, 2021, upon written request of either party filed at least two (2) weeks before this date. The UNION shall submit its proposals within thirty (30) days prior to the commencement of negotiations.

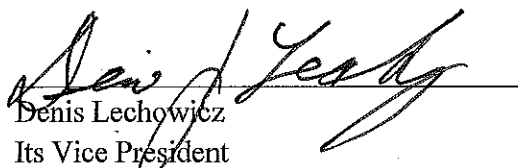
15-2. Neither the BOARD and its representatives nor the UNION and the members of the bargaining unit shall take any action violative of or inconsistent with any provisions of this Agreement. The parties agree that each has exercised its right to bargain for any provision it wished to be included in this Agreement; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement; and that this Agreement and its side letters constitute a complete agreement as to all matters upon which the parties have or might have bargained. The UNION and the BOARD agree that where, in the course of negotiating the Agreement, either the UNION or the BOARD withdrew any of its proposals in the interest of reaching an agreement, neither the UNION nor the BOARD will rely upon the UNION's or the BOARD's withdrawal of proposals as evidence of any UNION or BOARD intent in any future arbitration or for any other purpose whatsoever.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their Presidents and attested by their Secretaries this 27<sup>th</sup> day of February, 2017

**INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, LOCAL 143-143B**

ATTEST:

  
William Iacullo

  
Denis Lechowicz

Its President

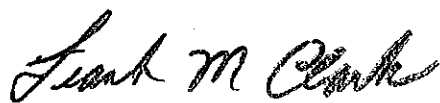
Its Vice President

Dated: 2/21/17

Dated: 2/21/17

**BOARD OF EDUCATION OF THE CITY OF CHICAGO,**

ATTEST:

  
Frank Clark

Its President

  
Estela Beltran

Its Secretary

Dated: 2/27/17

Dated: 2/27/17

**CEO Approval**

Forrest Claypool *Forrest Claypool* *2-21-17*  
Forrest Claypool  
Its Chief Executive Officer

Dated: \_\_\_\_\_

**Approved as to legal form:**

Ronald S. Marmer *Ronald S. Marmer* *2-21-17*  
Ronald Marmer, General Counsel CPS

Dated: 2-21-17

## APPENDIX A

Agreement  
between the  
Chicago Public Schools ("CPS") and the  
International Union of Operating Engineers, Local  
No. 143-143B ("Local 143")

Mediation Process under Section 4.5  
of the Illinois Educational Labor Relations Act

The parties agree to the following framework for Section 4.5 dispute resolution:

### **Scope and Authorization**

The Mediation Process set forth below applies only to mediation over the "impact" of a subject of bargaining set forth in Section 4.5(a) of the Illinois Educational Labor Relations Act (hereinafter "4.5 topic(s).") The parties agree that the procedures set forth herein are in accordance with, and pursuant to, Section 12(b) of the Illinois Educational Labor Relations Act.

### **Initiation**

Either party may initiate the Mediation Process by written notice to the other specifying the issue(s) that the party desires to mediate.

### **Panel**

The Mediation Panel shall be composed of:

1. Two delegates appointed by Local 143;
2. Two delegates appointed by CPS;
3. One neutral appointed from a list of neutrals to be determined by the parties. Each neutral on the panel to be trained by the parties on the amendment to Section 4.5 and associated agreements. Selection of the neutrals shall be dependent upon an agreed-upon fee schedule.

The panel shall be reviewed yearly on or about July 1 by the parties. At that time, either party may strike no more than one mediator by written notice to the other. Mediators may be added or deleted at any time by mutual agreement of the parties.

### **Scheduling**

Regularly scheduled mediation sessions with a pre-determined agenda agreed upon by the parties shall be established.

### **Fact-Finding**

If there is no agreement/resolution as a result of the Mediation Process, either party may



request the panel to render an advisory recommendation for the resolution of the dispute. Prior to rendering an advisory recommendation, the parties shall submit to the panel and the panel shall adopt the factors/standards to be considered in formulating its advisory recommendations. Any such advisory recommendations may be released publicly by either party

**Costs**

The parties will share the costs equally of this process.

## APPENDIX B

### Non-Member Fair Share Payments

#### UNION Implementation Program and Appeal Procedures

A. Fair Share Fee Determination.

The governing body of the UNION is authorized and directed to determine the amount of the fair share fee which non-member employees are required to pay to the UNION pursuant to the Agreement between the BOARD and the UNION.

B. Filing Objections to Fair Share Payments.

Any non-member employee making such payments may object to any expenditure or his/her fair share payment for purposes not related to services rendered by the UNION as provided by law. Any such objection may be made by the objector individually by sending a letter addressed to the UNION stating the objection(s), the desire to invoke the UNION internal appeal procedure and the objector's address and bearing the objector's signature. The letter must be postmarked or delivered at any time after notice by the UNION of the amount of the fee, as required by the Agreement, but before the sixty-first day following the first deduction of the fee from the objecting non-member's earnings. This internal appeal procedure is an alternative to other actions available to an objector under law.

C. Escrow Arrangements.

Upon the UNION's receipt of a letter invoking this procedure, the UNION shall deposit in an escrow account, separate from all other UNION funds, the amount of fee payments received on behalf of the objector that is fairly placed at issue by the objection(s) stated in the letter. The UNION shall furnish the objector(s) with verification of the terms of the escrow arrangement.

The escrow fund will be established and maintained by a reputable independent bank or trust company, and the agreement therefor shall provide that the escrow accounts be interest bearing at the highest available rate; that the escrowed funds remain intact until the final disposition as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate award, determination or judgment, including any appeals, or by the terms of a mutually agreeable settlement between the UNION and an objector or group of objectors.

D. Appeal Procedure.

Within thirty (30) days of the expiration of the period for filing objections, the governing body of the UNION shall meet to review the objections and determine whether any reduction in the amount of the fair share shall be made. Any objector(s) shall be notified in advance of the date, time and place of the meeting and may appear and make a presentation pertinent to his/her objection(s). Each objector shall be notified of the decision of the governing body of the UNION in a letter mailed within ten (10) days

after the above meeting. Any objection not appealed to arbitration as provide herein will be deemed an acceptance of the governing body of the UNION's determination, and the escrow shall terminate as to that objector.

E. Arbitration Proceedings.

Any objector who is dissatisfied with the Executive Committee's determination may appeal the determination to arbitration by notifying the UNION President by letter delivered or postmarked within thirty (30) days after the date that the Executive Committee's determination is mailed to the objector. If more than one (1) objector has appealed, the UNION shall send each objector who has appealed to arbitration a list of all such objectors, and the objections appealed shall be consolidated for the arbitration proceedings. Those objectors and the UNION shall each select a representative, and so notify the other, who will attempt to mutually agree on selecting the arbitrator, coordinating discovery and organizing the presentation at the hearing.

The representative, absent mutual agreement, shall request that the Federal Mediation and Conciliation Service ("FMCS") proffer a panel composed of seven (7) persons who are licensed to practice law. The representatives shall select the arbitrator from the panel pursuant to FMCS Rules.

The arbitrator shall set the hearing for the earliest date that the arbitrator, the objector(s) and the UNION are available. Prior to the hearing, the parties shall provide each other with access to all relevant records requested of each other; any disputes concerning such discovery shall be submitted to the arbitrator for determination.

The fee and any expenses of the arbitrator, and the costs of discovery agreed to or ordered by the arbitrator, shall be borne by the UNION. Any party may record or transcribe the hearing at its own cost.

F. Arbitrator Award.

The arbitrator shall issue a written award, based on the evidence and relevant provisions of the collective bargaining agreement and the law, determining whether the fair share fee was appropriately calculated, and, if not, what the appropriate calculation should have been. The award shall be final and binding, subject to judicial review in accord with applicable principles of law. The applicable escrow funds, and the interest accrued thereon, shall be disbursed pursuant to the award unless an action for judicial review is filed and served within thirty (30) days of the date of the award.

APPENDIX C<sup>1</sup>

Engineers Assignment (All Classes)

Table 1

ENGINEER CLASS	REPLACES EXISTING GRADES	SQUARE FOOTAGES	PAY FOR EXISTING ENGINEERS	NEW (post-July 1, 2012) EMPLOYEE PAY RATE	BUILDING STAFFING GUIDELINES
Class 1	5-6, 5-5	300,000+	Same pay rates	<u>Existing pay rates</u>	(1) Class 1 and (2) Class 3
Class 2	5-4, 5-3, 5-2	125,00 to 299,999	Same pay rates	<u>Existing pay rates</u>	(1) Class 2 and (1) Class 3
Class 3	5-1, 4-2, 4-1,2	50,000 to 124,999	Same pay rates	<u>\$65,000.00</u>	Minimum of 1 class 3 engineer; thereafter, at discretion of Dir. of Asset Management

<sup>1</sup> The BOARD does not intend to change the method by which it calculates the square footage of its facilities or the areas of Engineer responsibility within its facilities, i.e., the BOARD will continue to use the previously published assessment which CPS is legally required to publish every two years. The assessment can be found at CPS.edu. In the event of any dispute regarding these numbers or areas of responsibilities, BOARD representatives will meet with the UNION upon request.

APPENDIX D  
Transfers<sup>2</sup>

I. Class/Pay Lane of School Buildings by Floor Space Measurements

30,000 to 49,999 sq. ft.	Class III	Pay Lane 1
50,000 to 69,999 sq. ft.	Class III	Pay Lane 2
70,000 to 94,999 sq. ft.	Class III	Pay Lane 3
95,000 to 124,999 sq. ft.	Class III	Pay Lane 4
125,000 to 159,999 sq. ft.	Class II	Pay Lane 1
160,000 to 209,999 sq. ft.	Class II	Pay Lane 2
210,000 to 299,999 sq. ft.	Class II	Pay Lane 3
300,000 to 399,999 sq. ft.	Class I	Pay Lane 1
400,000 sq. ft. and above	Class I	Pay Lane 2

II. Eligibility to Transfer

A. To be eligible for a voluntary transfer, an engineer must receive on his last evaluation a “proficient” rating or higher as that term is to be defined by the parties.

B. Regularly appointed engineers are only eligible to transfer after they have satisfied the following time-in-class requirements:

Class II	two (2) years
Class III	two (2) years

The above time-in-Class requirements extend from calendar date to calendar date and are applicable to all Classes of engineers. Qualifying time for transfer eligibility is computed from the announced closing date of assignment at the present building to the date of assignment advertised in the announcement.

Exceptions to the above time-in-class requirements are as follows:

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<sup>2</sup> The wage scale any pay lanes for engineers hired after July 1, 2012 is the subject of an arbitration. The parties agree to resolve their disputes through that process.

- i. Engineers appointed from promotional eligibility lists are ineligible to transfer for six (6) months from the date of promotion.
- C. An engineer who is on a BOARD-approved leave of absence is not eligible to apply for transfer.

### III. Procedure to Apply for Transfer in Class

- A. A transfer request shall be made by completing and submitting a transfer application in accordance with the following requirements:
  - 1. The application must be completed in accordance with its instructions and signed (electronically or otherwise) by the applicant.
  - 2. The applicant must bring proof of all required licenses and certifications to his or her interview.
  - 3. The application must be completed and submitted electronically by midnight on the announced closing date.
  - 4. Any applications that fail to comply with the above requirements shall not be accepted.
- B. An engineer may withdraw or amend his/her transfer application, in writing, provided said request is sent to the Chief of Facilities or designee by midnight on the announced closing date. After the announced closing date, any engineer who withdraws his/her application or who otherwise refuses to participate in the transfer procedure may be subject to a penalty as per policy and practice. This penalty may include a loss of transfer rights under the transfer procedure as follows: Class II and III for two (2) years and Class I for three (3) years.
- C. The consideration of a request for transfer will be based on the applicant's eligibility for transfer and seniority. Seniority in class is based on length of time actually certified in bargaining unit. Periods while on a leave of absence for personal reasons or ordinary disability shall be deducted from seniority in class. Other leaves of absence, such as personal illness leave or duty disability leave, do not affect seniority in class.
- D. All eligible candidates within the class may be included in the selection pool.
- E. Within five (5) business days of the announced closing date, the Chief of Facilities or designee shall submit to the Union (1) all eligible applicants for all vacancies within the Class and Pay Lane
- F. The Chief of Facilities or designee or a Lead Facility Manager or Facility Manager and a principal may interview the eligible candidates in the applicable selection pool.

G. The Chief of Facilities or designee's selection decision shall be final. However, findings of ineligibility shall be subject to the grievance/arbitration procedure.

H. Involuntary Transfers

- i. Engineers will not be involuntarily moved once they have successfully bid for transfer, except on a temporary basis (not to exceed fourteen (14) calendar days in a 365 day period) or for operational or other legitimate business reasons.
- ii. Involuntary transfers shall not be disciplinary or punitive in nature.
- iii. Prior to involuntary transfer, the Union will be provided with a description of what the member is being asked to do at the new assigned location and an accounting of the staffing availability elsewhere.
- iv. The highest ranking engineer shall not be subject to involuntary transfers.

IV. Transfer Periods

The Department of Asset Management shall post a schedule of vacancies as they occur. Successful applicants shall be transferred on the date presented in the transfer announcement. Transfer dates may be adjusted to meet an emergency or unavoidable personnel situation.

V. Upgrade of Building by One (1) Class

When the construction of or addition to a building causes an increase of one (1) Class, the regularly appointed engineer in such building shall not be required to transfer for a period of two (2) years, provided that said regularly appointed engineer (1) attained his/her position through promotion or through the bidding process and (2) meets the criteria for the next highest Class within the two- (2-) year period following the date of the upgrade.

VI. Upgrade of Building by More Than One (1) Class

When an addition to a building causes an increase of more than one (1) Class, the engineer shall bid another vacant position or be involuntarily transferred after three (3) transfer periods subsequent to written notification of said change from the Department of Asset Management. If an engineer does not transfer within the three (3) transfer periods, said engineer shall be transferred involuntarily by the Department of Asset Management.

VII. Downgrade of Building

- A. When any building is decreased in Class, the engineer shall bid another vacant position or be involuntarily transferred after three (3) transfer periods subsequent to written

notification of said change from the Department of Asset Management. If an engineer does not transfer within the three (3) transfer periods, said engineer shall be transferred involuntarily by the Department of Asset Management.

- B. When a building is closed by BOARD action, the regularly appointed engineer shall accept a vacancy, within Class, and shall retain the present salary for a period not to exceed two (2) years. However, if there is a vacancy of equal salary and pay lane, the engineer may be placed in that vacancy until said engineer elects to request a transfer. Assignment to positions of this type require a request to transfer, if the engineer decides to accept the assignment on a permanent basis.

VIII. Decrease in Pay Lane

- A. When a building is decreased in size resulting in a pay lane decrease, and upon subsequent written notification of said change from the Department of Asset Management, said engineer shall not be bound by the time limits that apply to transfers in Class and shall retain the present salary for a period of two (2) years.
  - B. The engineer may choose to bid a building in a lower pay lane level. Said engineer shall complete the required assignment period at the building before being eligible to bid again. Said engineer shall also retain the original pay lane level from that building decreased in size for a period of two (2) years from the date of transfer from that building or until such time said engineer elects to bid for another building of equal or higher Class.
- IX. When an engineer is involuntarily transferred, said engineer shall not be bound by the time limits that apply to transfers in Class and shall retain the present salary for a period of two (2) years. If the involuntarily transferred engineer wishes to remain in the new assignment, said engineer shall bid and be selected in accordance with the established voluntary transfer procedures.



## APPENDIX E

### Promotions<sup>3</sup>

#### A. Promotions - Class II

1. The UNION recognizes that one of the goals of the BOARD is affirmative action towards women and minorities Said goals are applicable to the appointment and promotion of engineers.
2. There will be three pay lanes within the Engineer Class II rank.
3. The qualifications for applying for the Engineer Class II rank shall be as follows:
  - (a) The applicant must be a regularly appointed Engineer Class III.
  - (b) The applicant must have a performance evaluation of seventy (70) or higher on his last evaluation, or a "satisfactory" rating as that term is to be defined by the parties.
  - (c) The applicant must have a minimum of two (2) years' experience as a regularly appointed Engineer Class III.
  - (d) Engineers hired prior to July 1, 2012 must have successfully completed the Chief Engineer module and one other I.U.O.E. modular class.
  - (e) Effective July 1, 2014, engineers hired prior to July 1, 2012 must have successfully completed the I.U.O.E. basic Boiler and basic electricity modular classes.
  - (f) Engineers hired on or after July 1, 2012 must have successfully completed the I.U.O.E. Basic Boiler, Basic Electricity and Chief Engineer modular classes.
4. The BOARD may require successful candidates to attend courses developed at an advanced level on the duties and responsibilities of engineers, including, but not limited to, management and supervisory skills, provided said courses do not delay the process described herein and are conducted during normal working hours.
5. Successful candidates will be listed consistent with this Agreement.
6. Selection of candidates shall be per the transfer procedure set forth in Appendix D.
7. Every effort will be made to fill valid vacant positions within thirty (30) days. Notwithstanding this provision, no promotions will become effective between August

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<sup>3</sup>The wage scale any pay lanes for engineers hired after July 1, 2012 is the subject of an arbitration. The parties agree to resolve their disputes through that process.

1 and September 15 of each calendar year. In the event the announced date of promotion coincides with this period, the promotion will become effective on the first day of the pay period following September 16, and the successful candidate's salary increase will be retroactive to the announced date of promotion.

B. Promotions - Class I

1. The UNION recognizes that one of the goals of the BOARD is affirmative action towards women and minorities. Said goals are applicable to the appointment and promotion of engineers.
2. There may be three (3) pay lanes within the Engineer Class I rank.
3. The qualifications for applying for the Engineer Class I rank shall be as follows:
  - (a) The applicant must be a certified Engineer Class II.
  - (b) The applicant must have a performance evaluation of seventy (70) or higher on his last evaluation, or a "satisfactory" rating as that term is to be defined by the parties.
  - (c) The applicant must have two (2) years' experience as a regularly appointed Engineer Class II.
  - (d) The applicant must have successfully completed the I.U.O.E. chief engineer module and one other modular class.
  - (e) Effective July 1, 2015 applicants must have successfully completed the following Basic Boiler, Basic Electricity, Chief Engineer, Automatic Controls, HVAC - I and II, Indoor Air Quality, Energy Management I.U.O.E. modular classes.
4. The BOARD may require successful candidates to attend courses developed at an advanced level on the duties and responsibilities of engineers, including, but not limited to, management and supervisory skills, provided said courses do not delay the process described herein and are conducted during normal working hours.
5. Successful candidates will be listed consistent with this Agreement.
6. Selection of candidates shall be per the transfer procedure set forth in Appendix E.
7. Every effort will be made to fill valid vacant positions within thirty (30) days. Notwithstanding this provision, no promotions will become effective between August 1 and September 15 of each calendar year. In the event the announced date of promotion coincides with this period, the promotion will become effective on the first day of the pay period following September 16, and the successful candidate's salary increase will be retroactive to the announced date of promotion.

APPENDIX F  
SALARY SCHEDULES

Engineers hired before 1-1-17									
Class	Pay Lane	7/1/2016 Annual Salary	7/1/2017 Annual Salary	7/1/2018 Annual Salary	7/1/2019 Annual Salary	7/1/2020 Annual Salary			
3	II	\$77,294	\$78,840	\$80,811	Subject to reopener	Subject to reopener			
3	IV-1	\$80,779	\$82,395	\$84,454					
3	IV-2	\$84,262	\$85,947	\$88,096					
3	V-1	\$87,747	\$89,502	\$91,739					
2	V-2	\$90,971	\$92,790	\$95,110					
2	V-3	\$94,228	\$96,113	\$98,515					
2	V-4	\$97,551	\$99,502	\$101,990					
1	V-5	\$100,997	\$103,017	\$105,592					
1	V-6	\$104,447	\$106,536	\$109,199					
1	V-7	\$110,035	\$112,236	\$115,042					
Annual salaries are rounded to the nearest dollar									

<u>Apprentice Engineers hired before 1-1-17</u>					
Step	7/1/2016 Hourly Rate	7/1/2017 Hourly Rate	7/1/2018 Hourly Rate	7/1/2019 Hourly Rate	7/1/2020 Hourly Rate
0	\$13.29	\$13.56	\$13.89	Subject to Reopener	Subject to Reopener
1	\$15.83	\$16.15	\$16.55		
2	\$18.36	\$18.73	\$19.20		
3	\$20.89	\$21.31	\$21.84		
4	\$22.80	\$23.26	\$23.84		

<u>Engineers hired after 7/1/2012</u>			
Class	7/1/2016 Annual Salary	7/1/2017 Annual Salary	7/1/2018 Annual Salary
3	\$68,979	\$70,358	\$72,117
			Subject to Reopener

<u>Engineers hired after 1/1/2017</u>			
	1/1/2017 Annual Salary	7/1/2017 Annual Salary	7/1/2018 Annual Salary
	\$68,979 + \$2,414=	\$70,358 + \$4,925=	\$72,117 + \$5,048=
	\$71,393	\$75,283	\$77,165
			Subject to Reopener

<sup>1</sup> The wage scale for engineers hired after July 1, 2012 and after January 1, 2017 who are later promoted to class 2 and/or class 1 is the subject of an arbitration. The parties agree to resolve their disputes through that process.

**ENGINEER INCREMENTS<sup>4</sup>**

7/1/2012

The engineer of an elementary school building which contains a branch of a high school where the time schedule of classes is at least 30 minutes more than the elementary school because the building houses the high school shall be granted the following daily increment:

\$10.46

An engineer of an elementary school building which contains an outdoor swimming pool and where only one engineer position is budgeted shall be granted the following daily increment:

\$7.42

An engineer of an elementary school building which contains an indoor swimming pool and where only one engineer position is budgeted shall be granted the following daily increment:

\$10.46

Engineers assigned to school building which have mobile units and/or driver education units shall receive daily increments as follows:

1 to 3 units:

4 to 6 units:

7 to 16 units:

17 or more units:

\$4.31

\$9.21

\$18.47

\$36.51

An engineer who is assigned by Facilities Management the responsibility of supervising and maintaining off-site module units of six classrooms or less shall receive the following increments per day per module unit:

\$9.21

An engineer who is assigned by Facilities Management the responsibility of supervising and maintaining off-site module units of seven classrooms or more shall receive the following increments per day per module unit:

\$12.32

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<sup>4</sup> Engineer increments are subject of a grievance. The parties agree to resolve their disputes through that process.

**ENGINEER INCREMENTS (cont.)**

**7/1/2012**

An engineer-in-charge assigned to assist in the distribution of pest control pesticides shall receive the following daily increment: (there shall be one such engineer-in-charge assigned per area by Facilities Management.)

\$7.42

An engineer who is assigned the responsibility of supervising and maintaining a playground and field house by Facilities Management shall receive daily increments as follows:

\$5.56

The engineer of Wendell Smith who is assigned the responsibility of supervising and maintaining the Chicago Public Library shall receive daily increments as follow:

\$18.47

The engineer of an elementary school building which contains indoor recreational facilities that are used for evening recreational activities operated by Sports Administration shall be granted the following daily increments for the period that the evening recreational activities are scheduled:

\$12.39

An engineer-in-charge who is assigned the responsibility of maintaining an athletic field which contains a football, soccer, baseball, or track field shall receive the following daily increments:

\$10.46

## APPENDIX G

### Guidelines for Binding Arbitration for Non-Certificated Discharges and for Mediation/Arbitration

1. The following process is applicable to non-certificated, union-represented personnel.
2. The grievance procedure, including binding arbitration and mediation/arbitration as provided for in Articles 3 and 12 of this Agreement, will be adopted in BOARD policy and will not be changed without prior negotiations with and agreement of impacted unions.
3. Discharge arbitrations and mediation/arbitrations will be rotated among the following arbitrators:
  - A. Edwin Benn
  - B. Amedeo Greco
  - C. Peter Meyers
  - D. Angela Murphy
  - E. John C. Fletcher
  - F. Elliot Goldstein
  - G. Sinclair Kossoff
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APPENDIX H

I. MEDICAL BENEFIT

A. HEALTH CARE PLAN DESIGN EFFECTIVE 1/1/2017

<b>EMPLOYER CONTRIBUTIONS (H.S.A. only)</b>			
	<b>HMO</b>	<b>PPO</b>	<b>H.S.A.</b>
<i>Single Employee+1* Family</i>	NA	NA	\$600 \$1,500 \$2,000
*Employer contributions to H.S.A. are not forfeited. Employee has option of making pre-tax contributions up to certain limits determined by IRS, which are currently \$3,350 for single plans and \$6,750 for family plan.			
<b>HEALTHCARE DEDUCTIBLES</b>			
<i>In Network Single/+1/Family Out of Network Single/+1/Family</i>	None	\$600/\$1,800/\$1,800 \$1,200/\$3,600/\$3,600	\$2,000/\$4,000 /\$4,000 \$4,000/\$8,000/\$8,000
<b>ANNUAL OUT OF POCKET MAX *</b>			
<i>In Network Annual Out of Ntwk Ann</i>	\$1,500/\$3,000/\$3,000	\$2,700/\$5,200/\$5,200 \$5,400/\$10,800/\$10,800	\$4,000/\$8,000/\$8,000** \$8,000/\$16,000/\$16,000**



\*NB: Out of pocket maximums include medical co-pays but exclude any payment for drugs, vision, prosthetics or DME.

\*\*HSAs annual out of pocket maximum are established by regulation and may vary year to year.

**LIFE TIME MAXIMUM COVERAGE LIMITS**

In Network Out of Ntwk	None	None	None
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**CO-PAYS AND CO-INSURANCE**

*Physician's Office (Condition-related visits) \**

	100% \$30 Reg, \$45 Splst, \$30 Urgent	In: 80%/\$25, \$40, \$25 Out: 50%/\$25, \$40, \$25	In: 80% aft. ded. Out: 50% aft. ded.
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\* These are for visits that are other than preventive i.e., when a member is unwell or seeking condition-related care.

*Preventive (Well visits for physicals and screenings including Mammograms, PSA etc.)*

	100% No co-pay	100% No co-pay	100% No co-pay
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*Procedure, Therapy and Surgical Pre-Certification Requirements*

	Generally no pre-cert ; referral by primary but determined by vendor.	Required pre-cert; failure results in 50% additional co-insurance up to \$1,000 or coverage denial of unnecessary procedures	Required pre-cert; failure results in 50% additional co-insurance up to \$1,000 or coverage denial of unnecessary procedures
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<i>In-Patient Hospital</i>			
	100% \$275 co-pay	In: \$100 co-pay and 80% aft. ded. Out: \$100 co-pay and 50% aft. ded.	In: 80% aft. ded. Out: 50% aft. ded.
<i>In-Patient Doctor Visits</i>			
	Included in in-patient	Included in In-patient	Included in In-patient
<i>Hospital Out-patient</i>			
	100% aft. \$225 co-pay	In: 80% aft. ded. Out: 50% aft. ded.	In: 80% aft. ded. Out: 50% aft. ded.
<i>Maternity Doctor Visits (OB-GYN) Same as Specialist Dr. Visits Pre-natal/Post-natal</i>			
	100%/\$45 co-pay	In: 100%/\$40 co-pay Out: 50% aft. Ded.	In: 80% aft. ded. Out: 50% aft. ded.
<i>Maternity - In-Hospital (Same as In-patient Cost Share)</i>			
	100% \$275 co-pay	In: 80% aft. ded. Out: 50% aft. ded.	In: 80% aft. ded. Out: 50% aft. ded.
<i>Emergency Room</i>			
	100%/\$200 co-pay	100%/\$200 co-pay	In: 80% aft. ded. Out: 50% aft. ded.
<i>Ambulance</i>			
	100%	100% aft. Ded.	100% aft. Ded
<i>Mntal Health/Subst Abuse In-patient Out-patient</i>			
	100%/\$200 co-pay 100%/\$45 co-pay	In: 80% aft. ded. Out: 50% aft. ded.	In: 80% aft. ded. Out: 50% aft. ded.

<i>Vision</i>		100%/\$15 co-pay + discounts for eye glasses and contact lenses	
<i>OT/PT</i>			
100% for visits per Dr. Judgment plus \$45 pv co-pay. Up to 60 visits	In: 100%/\$45 co-pay up to 60 v Out: 50% after Ded up to 60 v	In: 100%/\$45 co-pay up to 60 v Out: 50% after Ded up to 60 v	In: 100%/\$45 co-pay up to 60 v Out: 50% after Ded up to 60 v
<i>*60 visit cap is per calendar year</i>			
<i>Chiropractic (Same as Specialty Dr. Visit, condition-related)</i>			
100%/\$45 co-pay	In: 80% aft. Ded/\$40 co-pay up to 30 visits Out: 50% aft. ded. Up to 30 visits	In: 80% aft. ded. Up to 30 visits Out: 50% aft. ded. Up to 30 visits	In: 80% aft. ded. Up to 30 visits Out: 50% aft. ded. Up to 30 visits
<i>*30 visit cap is per calendar year</i>			
<i>Skilled Nursing Facility (In-patient/non-custodial)</i>			
NA	In: 80% aft. ded. Out: 50% aft. ded.	In: 80% aft. ded. Out: 50% aft. ded.	In: 80% aft. ded. Out: 50% aft. ded.
<i>*NB: There is a 60 calendar day limit on skilled nursing facilities.</i>			
<i>Coordinated Home Care</i>			
100% no co-pay	NA	NA	NA
<i>Prosthetic/Equipment</i>			
100%	In: 80% aft. ded. Out: 50% aft. ded.	In: 80% aft. ded. Out: 50% aft. ded.	In: 80% aft. ded. Out: 50% aft. ded.

Rx			
	<p><b>In:</b> Advance formulary program (generic required except where medically necessary) After \$75 separate Rx deductible is satisfied member pays:</p> <p>Retail: \$10 generic/\$40 brand formulary/\$55 Brand Non-formular/ \$95 specialty *Mail order (Generally 90-day Supply): \$20 generic/\$90 brand formulary/\$120 brand non-formula/\$200 specialty <b>Out:</b> 60% after \$100</p>		<p><b>In:</b> 80% <b>Out:</b> 50%</p>

*\*CVS currently offers 90-day RX fills in pharmacy at mail order rates. CPS will continue to encourage that at CVS and other pharmacies.*

**B. INSURANCE BENEFITS - OTHER**

1. **BENEFITS ELIGIBILITY FOR NEW HIRES.** A newly hired employee will continue to be eligible for health care benefits beginning on the first day of the month following his or her date of hire.

2. **CHRONIC CARE/DISEASE MANAGEMENT PROGRAM.** The parties agree to continue to maintain a chronic care/disease management program. The program shall provide individualized/customized treatment plans, education support, monitoring via nurse care coordinators, communications to employees through the internet and mail, and targeted phone calls to engage employees in preventive actions.

3. **ENHANCED VISION PLAN.** CPS shall continue to offer an employee-paid vision plan with the following features and contributions.

- Employee: \$0
- Employee plus one: 100% contributory at rates determined by plan provider
- Employee plus family: 100% contributory at rates determined by plan provider
- In addition, there will be a frame or contact lens allowance every 12-24 months as provided in the vendor renewal agreement.

4. **EMPLOYEE ASSISTANCE PROGRAM.** An Employee Assistance Program shall continue to be maintained as part of the health care program.

**E. EMPLOYEE MEDICAL PLAN CONTRIBUTIONS**

*Effective January 1, 2017*

	<b>HMO</b>	<b>PPO</b>	<b>HSA</b>
Single	2.0%	2.2%	0.65%
Employee +1	2.2%	2.5%	1.25%
Family	2.5%	2.8%	1.90%

\*All percentages are percent of base salary.

Effective January 1, 2019 (subject to the LMCC program proviso below)\*\*

	<b>HMO</b>	<b>PPO</b>	<b>HSA</b>
Single	2.10%	3.0%	0.00%
Employee +1	2.28%	3.25%	1.00%
Family	2.50%	3.5%	2.0%

\*All percentages are percent of base salary.

\*\*LMCC program proviso. The LMCC shall meet to discuss alternatives to the January 1, 2019 contribution increase (which equals an 0.8 percent) through savings, and if any savings are achieved, the 0.8 percent contribution increase will be offset to the same extent.

\*All percentages are percent of base salary.

**F. BENEFIT INFORMATION**

- The BOARD currently provides a guide, providing an overview of its health care plans to new employees and re-hired employees and during the annual Open Enrollment period, and CPS will continue to do so. The guide will be available online to allow employees to view current plan information electronically.
- CPS benefit plans provide a customer service call center. The hours of operation for the call center are 9 to 5. Individual health care vendors have additional customer service operations via telephone or internet.
- As a result of the PeopleSoft conversion, CPS relies on a unique identification number (“UID”) for all employees. CPS will work with each of its vendors to ensure that employees are routinely identified by these UIDs as opposed to the employees’ Social Security numbers.

**II. DENTAL BENEFIT**

Employees and eligible family members will have the choice of Preferred Provider Option (PPO) or Health Maintenance Organization (HMO) Dental Plan.

PPO Dental Plan - Member selects an in-network or an out-of-network provider.

HMO Dental Plan - Member selects a dentist in the provider network.

Plan Design:

Services	PPO In-Network	PPO Out-of-Network*	HMO
Preventive	80% of PPO rate	80% of PPO rate	100%
Basic	80% of PPO rate	80% of PPO rate	85-75%
Major	50% of PPO rate	50% of PPO rate	70-65%
Individual Maximum			
Benefits Limit	\$1,500 annually		None
*Deductible	None	\$100 annually	None

Employee Contributions:

PPO

- Employee: \$0
- Employee plus one: 100% contributory at rates determined by plan provider
- Employee plus family: 100% contributory at rates determined by plan provider

HMO

- Employee: \$0
- Employee plus one: \$0
- Employee plus family: \$0

### **III. FLEXIBLE SPENDING ACCOUNTS (“FSAs”)**

CPS will offer its employees two types of voluntary 100% contributory, flexible spending accounts:

Medical Reimbursement Account – to be used for FSA eligible expenses not covered by the employee’s medical or dental plan, such as co-pays, deductibles and co-insurance. The maximum amount is \$2,600 per year.

Dependent Care Account – to be used for dependent care expenses. The maximum amount is \$5,000 per year.

### **IV. SAVINGS AND RETIREMENT PROGRAM**

At the time of an employee’s resignation or retirement, CPS will contribute the employee’s grandfathered sick pay payout, if any, to the employee’s 403(b) account to the maximum extent allowed by law over a period of one or two years, based on eligibility requirements. The percentage shall be as set forth in Art. 9-4 above. If no account exists, one will be established for the employees with an authorized vendor, based on agreed-upon criteria.



**APPENDIX I**  
**JOB DESCRIPTIONS**

**ENGINEER - CLASS 1**

**Purpose or Summary Statement of Primary Duties and Responsibilities of Position**

Under general supervision, supervises and performs the operation of heating, ventilating, air conditioning, plumbing, masonry, electrical and related facilities, as well as the supervision of general maintenance functions, at CPS owned or leased facilities and property. Must meet the following criteria:

1. Fully meets all elements of the Principal Accountabilities listed below
2. Shows demonstrable results of job requirements.
3. Has capability of supervising others.
4. Delivers economic results on productivity requirements for designated assignments.
5. Has achieved and holds current required certifications
6. With proper training can demonstrate full communication skills in working with school personnel in designated assignments.

**Principal Accountabilities of the Engineer**

- Supplies Management:
  - Comply with purchasing department designated supply contract requirements.
  - Provide quarterly and annual supply usage forecasts.
  - Maintain approved inventory.
  - Monitor and provide usage reports on all supplies.
- Have demonstrable computer skills in the use of various CPS software, including the EAM system.
- Set and get approval for annual preventative maintenance plan for responsible facilities. Include specific schedule and action documentation maintained on the EAM system.
- In order to meet specific annual productivity goals: provide cost avoidance reporting, submission of new ideas to area management, effective implementation of outside/approved ideas, provide cost improvement reporting as a continuous tracking tool.
- Ensure annual work schedule is on Dept. of Facility Management's master staff schedule to include days/shifts worked, vacations, and known days off. Schedule adjustments through the year are subject to approval and 60 day notice of Dept. of Asset Management.
- Personal attendance tracking (swiping in and out) is consistent with proper payroll procedures at all times.
- Develop an annual facilities maintenance plan by 7/1 of each year consistent with the provide format from the Dept. of Asset Management. Provide quarterly updates with corrective action steps when necessary.
- Under direction, the Engineer at CPS supervises and performs routine repairs in CPS owned

or leased facilities and property (i.e. electrical, Plumbing, Carpentry, Masonry, etc.). Engineer is responsible for operation of all heating, ventilating, air conditioning, plumbing, electrical, refrigeration, life safety, and swimming pool equipment within his/her work location and maintenance of said areas in order to prevent premature failure. Engineer is to maintain these and any other mechanical equipment or building functions to ensure compliance with City, State, and Federal code. Engineer is responsible for and participates in the safe and economical operation of the entire facility property and to perform other duties as required.

- Have required certifications and new equipment training with specific required updates current at all times on those areas listed below:
  - City of Chicago Stationary Engineers License
  - Illinois Department of Public Health Pool Operator Certificate
  - EPA Universal Technician Certification (Refrigeration)
  - Department of Homeland Security FEMA Introduction to the Incident Command System for Schools Certificate
  - Chicago Public Schools Asbestos Awareness Certificate
  - Any new/mandated legal and safety training
- Performance evaluations subject to the PMP (Performance Management Process) as outlined in Appendix .
- Manages energy conservation, structural pest control, asbestos abatement and other operational problems at the facility.
- Coordinate construction and rehabilitation work at the school building when approved through the Master Schedule
- Services food service area and equipment; consults with education and food services staff.
- Perform annual preventative maintenance plan for responsible facility including specific schedule and action documentation maintained on the EAM system and scheduled on the Master Schedule.
- Ensure plant security at the school facility during unoccupied hours.
- Support the Principal of assigned school by responding to his/her individual requests that arise throughout the day for information, resolution, and inquiry when assigned through the Master Schedule

**In order to be successful and achieve the above responsibilities, the Engineer must possess the following qualifications:**

**Type of Education Required:** Must possess a valid City of Chicago Stationary Engineer's license, Graduation from high school, or G.E.D. equivalent; previous work experience as a Chicago Public Schools certified Engineer or an equivalent combination of training and experience.

Illinois Department of Public Health Pool Operator Certificate, EPA Universal Technician Certification (Refrigeration), Department of Homeland Security FEMA Introduction to the Incident Command System for Schools Certificate, Chicago Public Schools Asbestos Awareness Certificate, and any new/mandated legal and safety training.

**Knowledge, Skills, and Abilities:**

- Thorough knowledge of the principals and practices utilized in the operation and maintenance of heating, ventilating, electrical and air conditioning systems.
- Thorough knowledge of the Chicago Public Schools' rules and regulations; considerable knowledge of general maintenance methods and techniques.
- Communicate effectively with educational and food service staff and the school community.

## ENGINEER - CLASS 2

### **Purpose or Summary Statement of Primary Duties and Responsibilities of Position**

Under general supervision, supervises and performs the operation of heating, ventilating, air conditioning, plumbing, masonry, electrical and related facilities, as well as the supervision of general maintenance functions, at CPS owned or leased facilities and property. Must meet the following criteria:

1. Fully meets all elements of the Principal Accountabilities listed below.
2. Show demonstrable results of job requirements.
3. Delivers economic results on productivity requirements for designated assignments.
4. Making positive progress on achieving current required certifications.

### **Principal Accountabilities of the Engineer**

- Supplies Management:
  - Comply with purchasing department designated supply contract requirements.
  - Provide quarterly and annual supply usage forecasts.
  - Maintain approved inventory.
  - Monitor and provide usage reports on all supplies.
- Have demonstrable computer skills in the use of various CPS software, including the EAM system.
- Set and get approval for annual preventative maintenance plan for responsible facilities. Include specific schedule and action documentation maintained on the EAM system.
- In order to meet specific annual productivity goals: provide cost avoidance reporting, submission of new ideas to area management, effective implementation of outside/approved ideas, provide cost improvement reporting as a continuous tracking tool.
- Ensure annual work schedule is on Dept. of Facility Management's master staff schedule to include days/shifts worked, vacations, and known days off. Schedule adjustments through the year are subject to approval and 60 day notice of Dept. of Asset Management.
- Personal attendance tracking (swiping in and out) is consistent with proper payroll procedures at all times.
- Develop an annual facilities maintenance plan by 7/1 of each year consistent with the provide format from the Dept. of Asset Management. Provide quarterly updates with corrective action steps when necessary.
- Under direction, the Engineer at CPS supervises and performs routine repairs in CPS owned or leased facilities and property (i.e. electrical, Plumbing, Carpentry, Masonry, etc.). Engineer is responsible for operation of all heating, ventilating, air conditioning, plumbing, electrical, refrigeration, life safety, and swimming pool equipment within his/her work location and maintenance of said areas in order to prevent premature failure. Engineer is to maintain these and any other mechanical equipment or building functions to ensure compliance with City, State, and Federal code. Engineer is responsible for and participates in the safe and economical operation of the entire facility property and to perform other duties as required.
- Have required certifications and new equipment training with specific required updates

current at all times on those areas listed below:

- City of Chicago Stationary Engineers License
  - Illinois Department of Public Health Pool Operator Certificate
  - EPA Universal Technician Certification (Refrigeration)
  - Department of Homeland Security FEMA Introduction to the Incident Command System for Schools Certificate
  - Chicago Public Schools Asbestos Awareness Certificate
  - Any new/mandated legal and safety training
- Performance evaluations subject to the PMP (Performance Management Process) as outlined in Appendix.
  - Manages energy conservation, structural pest control, asbestos abatement and other operational problems at the facility.
  - Coordinate construction and rehabilitation work at the school building when approved through the Master Schedule
  - Services food service area and equipment; consults with education and food services staff.
  - Perform annual preventative maintenance plan for responsible facility including specific schedule and action documentation maintained on the EAM system and scheduled on the Master Schedule.
  - Ensure plant security at the school facility during unoccupied hours.
  - Support the Principal of assigned school by responding to his/her individual requests that arise throughout the day for information, resolution, and inquiry when assigned through the Master Schedule

**In order to be successful and achieve the above responsibilities, the Engineer must possess the following qualifications:**

**Type of Education Required:** Must possess a valid City of Chicago Stationary Engineer's license, Graduation from high school, or G.E.D. equivalent; previous work experience as a Chicago Public Schools certified Engineer or an equivalent combination of training and experience.

Illinois Department of Public Health Pool Operator Certificate, EPA Universal Technician Certification (Refrigeration), Department of Homeland Security FEMA Introduction to the Incident Command System for Schools Certificate, Chicago Public Schools Asbestos Awareness Certificate, and any new/mandated legal and safety training.

**Knowledge, Skills, and Abilities:**

- Thorough knowledge of the principals and practices utilized in the operation and maintenance of heating, ventilating, electrical and air conditioning systems.
- Thorough knowledge of the Chicago Public Schools' rules and regulations; considerable knowledge of general maintenance methods and techniques.
- Communicate effectively with educational and food service staff and the school community.

## ENGINEER - CLASS 3

### **Purpose or Summary Statement of Primary Duties and Responsibilities of Position**

Under general supervision, supervises and performs the operation of heating, ventilating, air conditioning, plumbing, masonry, electrical and related facilities, as well as the supervision of general maintenance functions, at CPS owned or leased facilities and property. Must meet the following criteria:

1. Partially meets elements of the Principal Accountabilities listed below.
2. Shows partial demonstrable results of job requirements.
3. Delivers partial economic results on productivity requirements for designated assignments.
4. Doing beginning work on achieving current required certifications.

### **Principal Accountabilities of the Engineer**

- Supplies Management:
  - Comply with purchasing department designated supply contract requirements.
  - Provide quarterly and annual supply usage forecasts.
  - Maintain approved inventory.
  - Monitor and provide usage reports on all supplies.
- Have demonstrable computer skills in the use of various CPS software, including the EAM system.
- Set and get approval for annual preventative maintenance plan for responsible facilities. Include specific schedule and action documentation maintained on the EAM system.
- In order to meet specific annual productivity goals: provide cost avoidance reporting, submission of new ideas to area management, effective implementation of outside/approved ideas, provide cost improvement reporting as a continuous tracking tool.
- Ensure annual work schedule is on Dept. of Facility Management's master staff schedule to include days/shifts worked, vacations, and known days off. Schedule adjustments through the year are subject to approval and 60 day notice of Dept. of Asset Management.
- Personal attendance tracking (swiping in and out) is consistent with proper payroll procedures at all times.
- Develop an annual facilities maintenance plan by 7/1 of each year consistent with the provide format from the Dept. of Asset Management. Provide quarterly updates with corrective action steps when necessary.

Under direction, the Engineer at CPS supervises and performs routine repairs in CPS owned or leased facilities and property (i.e. electrical, Plumbing, Carpentry, Masonry, etc.). Engineer is responsible for operation of all heating, ventilating, air conditioning, plumbing, electrical, refrigeration, life safety, and swimming pool equipment within his/her work location and maintenance of said areas in order to prevent premature failure. Engineer is to maintain these and any other mechanical equipment or building functions to ensure compliance with City, State, and

Federal code. Engineer is responsible for and participates in the safe and economical operation of the entire facility property and to perform other duties as required.

- Have required certifications and new equipment training with specific required updates current at all times on those areas listed below:
  - City of Chicago Stationary Engineers License
  - Illinois Department of Public Health Pool Operator Certificate
  - EPA Universal Technician Certification (Refrigeration)
  - Department of Homeland Security FEMA Introduction to the Incident Command System for Schools Certificate
  - Chicago Public Schools Asbestos Awareness Certificate
  - Any new/mandated legal and safety training
- Performance evaluations subject to the PMP (Performance Management Process) as outlined in Appendix
- Manages energy conservation, structural pest control, asbestos abatement and other operational problems at the facility.
- Coordinate construction and rehabilitation work at the school building when approved through the Master Schedule
- Services food service area and equipment; consults with education and food services staff.
- Perform annual preventative maintenance plan for responsible facility including specific schedule and action documentation maintained on the EAM system and scheduled on the Master Schedule.
- Ensure plant security at the school facility during unoccupied hours.
- Support the Principal of assigned school by responding to his/her individual requests that arise throughout the day for information, resolution, and inquiry when assigned through the Master Schedule

**In order to be successful and achieve the above responsibilities, the Engineer must possess the following qualifications:**

**Type of Education Required:** Must possess a valid City of Chicago Stationary Engineer's license, Graduation from high school, or G.E.D. equivalent; previous work experience as a Chicago Public Schools certified Engineer or an equivalent combination of training and experience.

Illinois Department of Public Health Pool Operator Certificate, EPA Universal Technician Certification (Refrigeration), Department of Homeland Security FEMA Introduction to the Incident Command System for Schools Certificate, Chicago Public Schools Asbestos Awareness Certificate, and any new/mandated legal and safety training.

**Knowledge, Skills, and Abilities:**

- Thorough knowledge of the principals and practices utilized in the operation and maintenance of heating, ventilating, electrical and air conditioning systems.
- Thorough knowledge of the Chicago Public Schools' rules and regulations; considerable

- knowledge of general maintenance methods and techniques.
- Communicate effectively with educational and food service staff and the school community.