AGREEMENT
BETWEEN THE
CHICAGO BOARD OF EDUCATION
AND
UNITE HERE LOCAL 1

July 1, 2007 – June 30, 2012
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AGREEMENT

BETWEEN THE

CHICAGO BOARD OF EDUCATION

AND THE

UNITE HERE LOCAL 1

Agreement made and entered into on ___________ between the Chicago Board of Education ("the BOARD") and UNITE HERE Local 1 ("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 1—RECOGNITION

1-1. The BOARD recognizes the UNION as the sole and exclusive bargaining representative for the following job title classifications: Lunchroom Attendant (2770); Senior Lunchroom Attendant (2772); Saladmaker (2745); Lunchroom Cashier (2774); Porter (2795); Cook III (2742); Cook-Pastry (2743); Cook II (2741); Cook I (2740); Associate Manager I (2761); Associate Manager II (2762); and Associate Manager III (2763).

1-2. 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.

1-3. With respect to any employee from whom the BOARD receives written authorization, signed by the employee, in a form agreed upon by the UNION and the BOARD, the BOARD shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the UNION, or a representation fee. The BOARD shall forward such amount to the UNION within ten (10) calendar days after the close of the pay period for which the deductions are made together with a list of persons from whom they have been deducted and the amount deducted from each and a list of persons who had authorized deductions and from whom no deduction was made and the reason therefor.
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.

1-4. 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 may arise out of or by reason of any action taken by the BOARD for the purpose of complying with the provisions of this Article. If any incorrect deduction is made, the UNION shall refund any such amount directly to the involved employee.

1-5. a) All employees covered by this Agreement will within thirty (30) days of their employment by the BOARD either (1) become members of the UNION and pay to the UNION the regular UNION dues and fees or (2) pay to the UNION each month their fair share of the UNION’s costs 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 certify to the BOARD the amount constituting said fair share not exceeding the dues uniformly required of members of the UNION and shall certify that said amount constitutes the non-members’ proportionate share of the UNION’s chargeable costs.

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

d) If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the UNION, the UNION shall promptly adopt said determination and notify the BOARD to change deductions from the earnings of non-members to said prescribed amount.

e) Employees who are members of a church or religious body having a bona fide religious tenet or teaching that prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of UNION dues to a non-religious charitable organization mutually agreed upon by the UNION and the affected employees as set forth in the Illinois Educational Labor Relations Act.
1-6. The BOARD shall furnish the UNION, on a semi-annual basis, with the job title, name, address and work location of every employee who is a member of the bargaining unit.

1-6.1. The BOARD shall furnish the UNION, on a monthly basis, with the job title, name, address and work location of any new full-time employee who becomes a member of the bargaining unit.


1-8. So that educational programs may operate successfully, notwithstanding any other provision in this Agreement to the contrary, each attendance center and all employees covered by this Agreement shall be subject to the general supervision of the principal.

1-9. The phrase “general supervision” as used herein refers to the main or overall features of the operation of the building, but shall not apply to the specific manner and method of accomplishment of the duties of the personnel covered by this Agreement.

1-10. For the purpose of this Article, an employee shall be considered to be a member of the UNION if he/she tenders the dues and initiation fee required as a condition of membership.

1-11. Voluntary Political Deduction: The BOARD shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least 7 days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the fifteenth (15th) day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the BOARD’S costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The BOARD shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

1-12. All members of the bargaining unit are entitled to a thirty- (30-) minute lunch period. All members of the bargaining unit who are scheduled to work fewer than six (6) hours per day are entitled to one (1) fifteen- (15-) minute break period. All members of the bargaining unit who are scheduled to work six (6) or more hours per day are entitled to two (2) fifteen- (15-) minute break periods.

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.

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. First Step. A sincere attempt shall be made to resolve any difference by oral interview between the grievant or grievants or the UNION and the principal 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. Second Step: Principal or Administrative Head. If the parties are unable to resolve their differences informally at the First Step, a grievant or the UNION may present a grievance in writing to the principal or the applicable unit head within thirty (30) working days following the act or condition which is the basis of the grievance. 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. If two (2) or more grievants have the same grievance, a joint grievance may be 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 principal or the applicable unit head shall arrange for a conference within five (5) working days after receipt of the grievance. The principal 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 principal 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 Relations) within five (5) working days after the completion of the conference.

3-2. Third Step: Chief Executive Officer.

3-2.1. If the parties are unable to resolve their differences at the Second Step, within ten (10) working days after receipt of the decision of the principal or the applicable unit head, the grievant or the UNION may advance the grievance and present it to the Chief Executive Officer (through the Office of Employee Relations) for consideration. The Chief Executive Officer shall be presented with a copy of the grievance and all decisions rendered. A copy of the Third Step grievance shall be sent to the principal or the applicable unit head.

3-2.2. The Chief Executive Officer or his/her designated representative shall meet with the parties concerned within fifteen (15) working days after receipt of the Third Step grievance.
He/she shall notify the parties concerned in writing at least two (2) working days prior to the conference. Within fifteen (15) working days after the conference, the Chief Executive Officer shall render a written decision which shall be forwarded to each grievant, the UNION, the principal or the applicable unit head and the Office of Employee Relations.

3-3. **Fourth Step: Arbitration.**

3-3.1. If the parties are unable to resolve their differences at the Third Step, within ten (10) working days after receipt of the decision of the Chief Executive Officer, the UNION only may advance the dispute to arbitration. The parties shall utilize 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 advancement 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 parties have violated, misinterpreted or misapplied any of the terms of this Agreement.

3-4. All matters not under the jurisdiction of the principal or the applicable unit head shall be advanced immediately to the Third Step. The grievant or the UNION shall submit any such grievance in writing to the Chief Executive Officer (through the Office of Employee Relations) within thirty (30) working days following the act or condition which is the basis for the grievance.

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 to appear at a scheduled grievance conference and fails 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 (including a steward) 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. In the event a member exercises this option, the UNION shall be notified and afforded the opportunity to be present at any grievance hearing.

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. Following a request to the Office of Employee Relations, the UNION may be allowed reasonable time to investigate a specific grievance of a member of the bargaining unit.

3-5.8. Unless otherwise agreed or ordered by a court or arbitrator, the resolution of all grievances that require make-whole relief or reinstatement as part of that resolution shall be implemented within two (2) pay periods from the receipt of the written decision.

3-5.9. No decision on or adjustment of a grievance shall be contrary to any provision of this Agreement.

ARTICLE 4—SALARIES

4-1. Subject to the contingencies in Sections 4-2 and 4-3 below, effective July 1, 2007, the BOARD will provide the following increases to all non-prevailing wage UNION affiliates of the Coalition:

Year 1: 4% increase (eff. 7/1/07)
Year 2: 4% increase (eff. 7/1/08)
Year 3: 4% increase (eff. 7/1/09)
Year 4: 4% increase (eff. 7/1/10)
Year 5: 4% increase (eff. 7/1/11)

The corresponding salary schedule is set forth in Appendix A of this Agreement.

4-2. The parties agree that the four percent (4%) increase for fiscal year 2012 may be adjusted upwards in such fiscal year depending on the total amount of general fund revenue received by the BOARD in that fiscal year from the following sources (referred to collectively as the “designated revenue sources”): (a) personal property taxes, (b) personal property replacement taxes, (c) general state aid, (d) flat block grant by ADA (school safety and educational improvement block grant) and (e) the general education and educational service block grants. If the BOARD receives an aggregate increase in the designated revenue sources equal to or greater than seven percent (7%) over the previous fiscal year, the increase in Section 4-1 for fiscal year 2012 will be adjusted upwards in accordance with the following table. The parties agree that the
following table accurately depicts the aggregate increases in the designated revenue sources and the corresponding adjustments in Appendix A.

<table>
<thead>
<tr>
<th>Designated Revenue Sources—Percent Increase Over Previous Year</th>
<th>Appendix A Adjustment for Fiscal Year 2012</th>
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<tbody>
<tr>
<td>less than 7%</td>
<td>4.0%</td>
</tr>
<tr>
<td>equal to 7% but less than 8%</td>
<td>4.2%</td>
</tr>
<tr>
<td>equal to 8% but less than 9%</td>
<td>4.4%</td>
</tr>
<tr>
<td>equal to 9% but less than 10%</td>
<td>4.6%</td>
</tr>
<tr>
<td>equal to 10% but less than 11%</td>
<td>4.8%</td>
</tr>
<tr>
<td>equal to or more than 11%</td>
<td>5.0%</td>
</tr>
</tbody>
</table>

4-3. The BOARD and the UNION recognize that the provisions of this Agreement are contingent upon a reasonable expectation by the BOARD of its ability to fund the Agreement for fiscal years 2009, 2010, 2011 and 2012. Therefore, increases to salary schedules for fiscal years 2009, 2010, 2011 and 2012 (including any upwards adjustment as provided for in Section 4-2 above) shall not be effective until and unless the BOARD adopts a resolution no later than fifteen (15) calendar days prior to the beginning of each fiscal year that it finds there is a reasonable expectation that it will be able to fund such increases for that fiscal year. In the event the BOARD fails to timely adopt such a resolution, the UNION may, by written notice to the BOARD no later than ten (10) calendar days prior to the beginning of the fiscal year in which the BOARD fails to adopt such resolution, demand that negotiations begin anew with respect to salaries. In the event that said negotiations fail to result in an agreement, the UNION may, upon thirty (30) calendar days’ written notice, terminate this Agreement and, accordingly, retains whatever lawful rights it otherwise might have under Section 13 of the Illinois Educational Labor Relations Act, including the right to strike.

4-4. Prevailing wages shall continue to apply and be paid in accordance with past practices.

4-5. 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). The BOARD agrees to continue pension pick up as per past practice during the term of this Agreement.

4-6. During the term of this Agreement, the BOARD agrees to review job titles it has reason to believe are not assigned to the proper pay grades (including associate lunchroom managers) and implement appropriate increases to the pay grades after consultation with the UNION.
4-7. Any employee who is required by the BOARD to attend a meeting shall be compensated at his/her appropriate hourly rate for the time spent in such meeting.

4-8. The BOARD shall not require bargaining unit employees to work in a higher paid job classification for an unreasonable amount of time without receipt of appropriate compensation for such work.

4-9. 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.

4-10. The BOARD shall correct all pay check errors immediately and notice of such errors shall be provided to the UNION.

4-11. All employees may be required during this Agreement to utilize direct deposit for the payment of their wages.

4-12. In each year of this Agreement the BOARD shall make a two hundred and fifty dollar ($250.00) one time payment on the payroll date prior to Winter Break to all UNITE HERE Local 1 bargaining unit members who are actively employed by the BOARD on that payroll date. The payment shall not be added to the salary schedule, but shall be pensionable.

4-13. No employee covered by this Agreement shall be docked or otherwise denied pay for time actually worked.

ARTICLE 5—GENERAL PROVISIONS

5-1. The BOARD will furnish the UNION with job descriptions of all job titles represented by the UNION.

5-2. Notice of BOARD-sponsored educational or job training programs applicable to members of the bargaining unit shall be posted in each department or school.

5-3. Except in the case of resignation, all time spent working by a probationary employee pursuant to an appointment from an eligibility list, or reappointment as the case may be, whether continuous or not, shall be counted towards the completion of the probationary period.

5-4. Employees in the bargaining unit shall be paid on alternate Fridays for actual time worked during the pay period with no longer than a one (1) week delay between the end of the pay period and the pay date.

5-5. For safety and security reasons, the principal in each school building 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.

5-6. **School Lunch Nutrition Committee.** The BOARD shall establish a joint committee to evaluate issues, collect data and make recommendations to the Director of Food
Services regarding school lunch nutrition. The UNION shall appoint no more than five (5) bargaining unit employees to the committee.

5-7 The principal of each school shall meet with the lunchroom workers on a quarterly basis to discuss issues of mutual concern.

5-8 Labor-Management Committee. It is agreed that the parties will form a Labor-Management Committee composed of representatives of the BOARD and the UNION, which Committee will meet from time to time during the term of the Agreement. The purpose of the Committee is to deal with concerns and/or topics of mutual interest to the parties. In addition, the parties agree to continue their discussions regarding modifications to the Employee Discipline Code and Discipline and Discharge provisions contained in the Agreement.

ARTICLE 6—CONFORMITY

6-1. 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 notice of the commencement of such strike, slow-down or stoppage, what measures it has taken to comply with the provisions of this Article.

6-2. No member of the bargaining unit shall engage in, encourage or support any strike, picketing, slow-down or concerted refusal to render full and complete services to the school system.

6-3. 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.

ARTICLE 7—SENIORITY

7-1. Definition of Seniority. Seniority shall be defined as an employee’s length of continuous full-time service in the Chicago Public Schools across all job titles with such seniority accruing from the employee’s last date of appointment as a BOARD employee.

7-1.1. The seniority of an employee retained beyond the probationary period shall date back to his/her date of hire.

7-1.2. In the event that two (2) or more employees have equal seniority, the employees’ seniority shall be determined in the following sequential order:
(a) The employees appointed from a list with the same seniority dates shall be adjusted in favor of the employee serving in such bargaining unit classification the longer calendar period.

(b) If provision (a) results in a tie, then the dates shall be adjusted by flipping a coin among the affected employees.

7-1.3. An employee’s continuous service and his/her employment relationship with the BOARD shall terminate in the following circumstances:

(a) The employee resigns;

(b) The employee is discharged for just cause; or

(c) The employee retires.

7-1.4. Any employee who is absent on (i) unpaid leave or layoff for thirty (30) days or less, (ii) leave in individual cases adjudged eligible for duty disability compensation, (iii) military leave as provided by state statute or (iv) FMLA leave when using accrued vacation time or sick leave shall continue to accrue seniority. Any absences on (i) unpaid leave in excess of thirty (30) days, (ii) layoff in excess of thirty (30) days and prior to reinstatement or (iii) suspension and (iv) all absences without leave shall not accrue seniority.

7-2. Seniority Lists. Within ninety (90) days of the ratification of this Agreement, the BOARD will update the seniority list for bargaining unit employees. Upon updating this list and on the first day of work each school year thereafter, a list of employees with their seniority dates shall be posted at each school, or in the case of pool workers at the BOARD Employee Relations Office. Employees will have 30 working days to challenge their seniority dates. At the conclusion of the 30 day period the seniority list will be re-posted with the corrected dates.

7-3. Transfers. The BOARD shall fill recognized vacancies on the basis of seniority.

7-3.1 A recognized vacancy exists when (1) an employee resigns, is discharged for just cause, dies, retires, transfers or is on a leave of absence such that the BOARD may fill the position prior to the employee’s return; and (2) the BOARD determines that such vacancy shall be filled.

7-3.2 Recognized vacancies shall be filled in accordance with the following procedure:

(a) Recognized vacancies will initially be offered to the employees at the schools where the particular vacancies are located, at the time the vacancy is created. The Board shall award each vacancy to the most senior employee within the school who is qualified for the position and holds the necessary credentials (if any) for such position.

(b) If recognized vacancies are not filled at the local school level, then they will be offered to employees city-wide. The BOARD will post a list of such vacancies on at least a quarterly basis that states (i) the classification and pay grade of each
vacancy, (ii) the requirements for each position, (iii) the school where each vacancy is located, and (iv) the deadline for submitting bids. A copy of such posting shall simultaneously be provided to the UNION.

(c) An employee will be considered an “eligible bidder” when he/she (i) is qualified for the position without further training, but with reasonable orientation (regardless of current classification or hours worked); (ii) holds the necessary credentials (if any) for such position; and (iii) submits a timely bid on the form supplied by the BOARD.

(d) Within fifteen (15) work days of the deadline for submitting bids, the BOARD shall award each recognized vacancy to the most senior eligible bidder. The successful bidder and the UNION shall be advised of the award immediately.

(e) If no such eligible bidder exists for a particular vacancy, then the vacancy may be filled at the Board’s discretion.

7-3.3 To avoid the inefficiency of chain-effect bidding, a vacancy created by the award of a recognized vacancy of an employee shall be considered a recognized vacancy; however, subsequent vacancies shall not be considered recognized vacancies and may be filled at the BOARD’s discretion.

7-3.4 The BOARD may temporarily fill such recognized vacancies based on the needs of the particular school until the next quarterly bid.

7-3.5 A successful bidder may not bid for another recognized vacancy for a period of one (1) year from the time of his/her award.

7-4. Overtime. Overtime opportunities will first be made available to employees within a school and within a specific job classification as equitably as possible and rotated among those employees in the job classification. If no employees within the specific job classification are available to work overtime, overtime will be offered as equitably as possible and rotated among all bargaining unit employees within the school. The least senior employees may be required to work overtime if a sufficient number of senior employees choose not to work.

7-5. Layoff and Recall. The BOARD shall lay off employees on the basis of reverse seniority within their job titles and shall provide such employees with the advance notice set forth in the BOARD’s policies. An employee who has been laid off will be placed on the appropriate reinstatement list and remains eligible to apply for recognized vacancies.

7-6. Summer Work. When summer work is available, such work shall be offered to the most senior employee by classification within the school who is qualified for the position and holds the necessary credentials (if any) for such position. If no such employee is available within the school, the work may be offered at the BOARD’s discretion.
ARTICLE 8—LEAVES OF ABSENCE

8-1. **Vacations.** All bargaining unit employees shall be granted recess vacation pay in accordance with the following formula:

<table>
<thead>
<tr>
<th>Number of Days on Payroll from April through November</th>
<th>Days of Vacation Pay for Each Recess</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-10</td>
<td>0</td>
</tr>
<tr>
<td>11-20</td>
<td>1</td>
</tr>
<tr>
<td>21-40</td>
<td>2</td>
</tr>
<tr>
<td>41-60</td>
<td>3</td>
</tr>
<tr>
<td>61-80</td>
<td>4</td>
</tr>
<tr>
<td>81 or More</td>
<td>5</td>
</tr>
</tbody>
</table>

8-2. **Holidays.** All members of the bargaining unit shall be entitled to the following holidays with pay: Martin Luther King, Jr.'s Birthday; Lincoln’s Birthday; President’s Day; Pulaski Day; Memorial Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; and the Friday after Thanksgiving Day. Holidays falling on Sunday will be observed on Monday.

8-2.1. 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.

8-3. **Sick Leave.** On July 1 of each year, all bargaining unit employees shall be granted sick leave of ten (10) days per year. An employee who begins employment after July 1 of each year shall accrue and be granted one (1) sick day per month on a prorated basis. Employees may accumulate a maximum of 315 unused sick days.

8-3.1. 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.

8-3.2. 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.

8-3.3. 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.

8-3.4. Effective July 1, 1999, full-time bargaining unit members who retire with at least 33.95 years of service shall receive pay for unused sick days equivalent to 100% of their accumulated sick days. Effective July 1, 2003, full-time bargaining unit members who retire
with at least 20 years of service, but with fewer than 33.95 years of service, and who have accumulated 40 or more unused sick days, shall receive pay for unused sick days equivalent to 90% of their accumulated sick days.

8-4. **Bereavement Leave.** If an employee is absent because of the death of his/her parent, spouse, child, brother or sister or custodial parent, domestic partner, step-child or a stepparent who is married to a parent of the employee, the employee shall be paid his/her basic salary for the number of weeks 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.

8-4.1. 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.

8-5. **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.

8-5.1. 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.

8-6. **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.

8-7. **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.

8-7.1. 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.
8-8. **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.

8-8.1. All full-time employees with less than one (1) year of service with the BOARD shall be granted personal days as follows:

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<th>Period in Which Employment Began</th>
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<tr>
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<td>2</td>
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<td>December 1 through December 31</td>
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8-8.2. An employee may not use a personal day during the first or last week of school.

8-8.3. Personal days shall not be accumulated and may not be used during sick leave; however, an employee’s unused personal days at the end of the calendar year shall be added to his/her accumulated bank of sick days, subject to the sick leave provisions herein.

8-9. **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.

8-10. **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.

8-11. **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.

8-11.1. 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.

8-11.2. 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.

8-11.3. 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.

8-11.4. 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.

8-12. Election Leave. 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.
8-13. 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.

8-14. **Union Leave of Absence.** Bargaining unit employees who are elected or appointed to full-time positions with the UNION shall be granted leaves of absence without pay for the purpose of accepting those positions. Such leaves shall be granted upon appropriate application by the UNION, but no more than six (6) shall be granted for any one (1) school year.

8-14.1. Those granted such leaves shall be permitted to pay into the pension fund for the time they are on leave, thereby not losing pension time, if they so choose. The BOARD is not obligated to this provision to pay any portion of the employee’s pension contribution. For employees on a UNION leave of absence, the BOARD will continue to make health insurance contributions and the UNION shall reimburse the BOARD for such costs.

8-14.2. The employee on leave will continue to accrue seniority for salary increments and all other purposes where seniority is a factor, and the absence shall not be construed as a break in service.

**ARTICLE 9—DISCIPLINE AND DISCHARGE**

9-0. The principal shall direct, supervise, evaluate, suspend with or without pay and discipline all school-based employees covered by this Agreement only for just cause.

9-1. Discipline as used herein includes suspension or lesser disciplinary action, including reprimand.

9-1.1. If discipline is contemplated, members of the bargaining unit shall be afforded a conference to discuss the incident(s) that 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. The bargaining unit member has the right to refuse representation at the conference. The BOARD shall be responsible for notifying the UNION. The conference shall be conducted by the Chief Executive Officer or his/her designee within the administrative staff of the Chief Executive Officer.

9-1.2. At this conference, the member of the bargaining unit and/or a UNION representative (including a steward) 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.

9-1.3. 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 or discharged 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) work days.

9-1.4. Probationary employees may be discharged only for just cause.

9-1.5. Discipline and discharge of bargaining unit employees shall be in accordance with "Chicago Board of Education Interim Personnel Policy Educational Support Employees: Discipline and Discharge." No discipline or discharge of bargaining unit employees by the BOARD shall be without just cause.

9-2. Records of disciplinary action shall be removed from the personnel file one (1) year after the conclusion of the disciplinary action.

9-3. All decisions below the level of the Chief Executive Officer shall be subject to review and reconsideration by the Chief Executive Officer.

9-4. Only BOARD decisions involving discharge or suspension over fifteen (15) days are arbitrable under this Article.

9-4.1. 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.

9-4.2. 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.

9-4.3. 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 parties have violated, misinterpreted or misapplied any of the terms of this Agreement in connection with the discharge or suspension over fifteen (15) days.

9-5. Any arbitration involving the discharge of a non-certificated, union-represented employee shall be in accordance with the guidelines set forth in Appendix B.

**ARTICLE 10—RESIDENCY**

10-1. 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 11—INSURANCE**

11-1. Effective July 1, 2007, the BOARD shall provide for each regularly appointed and probationary 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 C, subject to the terms of this Agreement.

11-2. 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.

11-3. All claim disputes 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.

11-4. Labor-Management Cooperation Committee: By March 31, 2008, parties shall form a joint BOARD-Coalition Unions Labor-Management Cooperation Committee (“LMCC”) designed to research and to make recommendations related to the improvement of the quality of patient care and achievement of significant and measurable employee medical plan savings. The Committee shall be composed of at least one representative of each Coalition Union and an equal number of representatives of the BOARD.

11-4.1. The LMCC will operate throughout the term of this Agreement and will have the authority to obtain relevant information and review, research, and make recommendations to the BOARD and the Coalition Unions on the following topics in order to achieve cost containment or savings and improve the quality of employee medical care:

(a) The medical plan, including premium contributions, the number and type of plans offered, and the structure of those plans;

(b) The enhancement of Wellness and Disease Management Programs including incentives/disincentives for participation/non-participation in such programs;

(c) The creation of Health Improvement Plan programs;

(d) The collection and analysis of data regarding the BOARD medical plan;

(e) The establishment of protocols for the BOARD medical plan;
(f) The development of communication programs, training and materials, including outreach and intervention strategies to educate employees and encourage employee use of available plans and benefits;

(g) The analysis of employee participation in Health Risk Assessments and the development of communications and initiatives to increase such participation;

(h) The development of goals and communication plans, training and materials designed to increase employee participation in particular agreed upon preventative and diagnostic procedures;

(i) The facilitation of research on new initiatives;

(j) Surveys of plan participant satisfaction; and

(k) The undertaking of market analyses of health care issues.

All costs relating to LMCC undertakings shall be borne and paid by the BOARD.

11-4.2. In addition to the foregoing, the parties agree that the LMCC shall develop a specific action plan to improve the overall quality of health care and reduce or contain health care costs. The LMCC shall submit the action plan to the Chief Executive Officer and the UNION President by March 31, 2008. The plan shall be data driven and shall establish quantifiable goals, delineated timeframes and measurable benchmarks. The plan shall include, but not be limited to, such topics as follows:

(a) Predictive risk model based on data analysis of medical and drug claims to develop.

(b) Risk reduction strategy (e.g., health education/communications, health risk assessments, wellness, disease management and case management).

(c) Outreach programs to identify “at-risk” individuals.

(d) HIPAA compliant intervention strategy.

(e) Feasibility of employing Consumer Reports’ “Best Buy Drug” recommendations.

(f) Surveys.

Both parties shall agree to the action plan before any changes are implemented.

11-4.3. The parties further agree that the LMCC provided for in this Article may be established in the form of a Trust and that such Trust may be designated as an organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time (the “Code”), and as other than a private foundation under Section 509 of the Code to the extent so qualified. In the event the parties agree to establish a Trust, the parties shall execute an Agreement and Declaration of Trust (“Trust Agreement”). Said Trust Agreement shall address, without limitation, the following:
(a) Formation of a Committee to govern the Trust consisting of ten Trustees, five of whom shall be appointed by the BOARD and five of whom shall be appointed by the UNION.

(b) Appointment by the BOARD and the UNION of a Co-Chair as designated in the Trust Agreement.

(c) Authority of the Trust to make recommendations and modifications in the health plan expected to improve the quality of employee medical care and result in savings and cost containment.

(d) Establishment of a Trust Fund with contributions provided by the BOARD and third parties.

11-5. This Agreement shall be reopened to further discuss the Health Plan set forth in Article 11 and Appendix C for the following reasons:

(a) Any change(s) 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 effects benefits/coverage of BOARD employees and dependents;

(b) The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

   (i) where health insurance related costs exceed 6% over the prior fiscal year for any individual plan (i.e. HMO IL, UHC HMO, BC/BS PPO, UHC PPO or UHC HRA); or

   (ii) where the recommendations of the Labor-Management Cooperation Committee on health care are implemented as recommended and fail to result in cost containment or savings, as measured by an increase in health insurance related costs over the prior fiscal year.

If any one of the foregoing events or conditions occurs, 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 set forth in Article 11 and Appendix C. 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.

ARTICLE 12—UNION RIGHTS

12-1. The UNION shall be allocated adequate bulletin board space in each school, in a place readily accessible to and normally frequented by members of the bargaining unit, for the purpose of posting only official notices and other official materials related to UNION activities. The bulletin board space shall be identified with the names of the UNION and respective
UNION steward. The UNION steward or representative shall have the responsibility for posting materials on the bulletin board. All posted materials shall either be on official UNION letterhead or bear the signature of the UNION President or the UNION President’s designee.

12-2. The BOARD will grant the UNION an opportunity during the orientation of new employees to present the benefits of UNION membership, at which time the UNION may give such employees a copy of this Agreement.

12-3. Any employee shall be permitted to wear one (1) official UNION button.

ARTICLE 13—SHOP STEWARDS

13-1. Stewards who participate in the process of resolving complaints in the manner indicated herein shall not be subject to discrimination for such action. No steward shall leave his/her work or work location or interfere with the work of another employee without first having obtained the express approval of his/her immediate supervisor.

13-2. On or before September 1 of each year, the UNION shall furnish to the BOARD (through the Office of Employee Relations) the official list of stewards and their current work locations. Any change in stewards shall be reported to the Office of Employee Relations, in writing, as soon as possible after the change becomes effective.

13-3. A UNION steward is a BOARD employee who is designated pursuant to UNION procedures. The stewards’ responsibilities shall be determined by the UNION for the purpose of assisting bargaining unit employees in processing grievances in accordance with the terms and procedures of this Agreement. The UNION steward or the UNION representative shall have reasonable access to all official files and records, legally permissible, regarding any bargaining unit employee when so designated by the bargaining unit employee involved.

13-4. The BOARD shall permit each steward a reasonable amount of on duty time to process grievances and consult with the appropriate supervisor and management officials. Bargaining unit employees have the right and shall be given a reasonable amount of time to meet and confer with their designated steward or UNION representative during on duty hours for the purpose of discussing any grievance or complaint or matters affecting their working conditions.

a) Before leaving the work area, the steward shall request permission from his/her immediate supervisor and state where he/she is going. He/she will also estimate how long he/she will be away from the work area and report back when returning to the work area.

The bargaining unit employee desiring to see the steward shall request permission from his/her immediate supervisor. The immediate supervisor shall not unreasonably deny such request of the bargaining unit employee.

b) The meeting to discuss the grievance or complaint will be held in private in close proximity to the work area. No discussions will take place in areas that may disrupt the efficient operation of the department in which the cause for the grievance or complaint may have occurred.
c) UNION stewards will be afforded access to a telephone for reasonable official in-house use in the making of appointments and securing information relative to bargaining unit employee grievances or complaints.

13-5. The BOARD shall grant all stewards up to twelve (12) hours’ excused absence within a twelve- (12-) month period to attend training sessions sponsored by the UNION, provided such training is related to the bargaining unit employees’ performance of UNION steward duties. A UNION request for such training will be submitted in writing to the BOARD not less than three (3) weeks prior to the scheduled training session and will set forth the content of the training, its duration and a statement as to the relationship of the training to the steward’s performance of his/her duties, as well as a statement that the training is required.

13-6. An employee who is delegated to represent the UNION at a convention or other meeting shall be granted time off without pay for such purpose, provided that the employee provides his/her supervisor or manager with fourteen (14) calendar days’ advance notice.

13-7. Subject to the safe and efficient operation of the BOARD, consideration will be given to granting vacation time to bargaining unit employees desiring to attend conventions or meetings concerning internal UNION matters.

ARTICLE 14—CONCLUSION

14-1. This Agreement shall be effective as of July 1, 2007 and shall remain in effect through June 30, 2012.

14-1.1. Negotiations for a subsequent agreement will commence no later than May 1, 2012, upon written request of either party filed two (2) weeks before this date. The UNION shall submit its proposals within thirty (30) days prior to the commencement of negotiations.

14-2. 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.

14-3. 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 party 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 ____ day of ____________ 2008.

UNITE HERE LOCAL 1,

By: ____________________________

Henry Tamarin,
Its President

Dated: August 1, 2008

Board Report Number: 07-1024-EX20-1

Dated: October 24, 2007

BOARD OF EDUCATION OF THE CITY OF CHICAGO,

By: ____________________________

Rufus Williams,
Its President

Dated: 8/27/08

ATTEST:

By: ____________________________

Estela Beltran, Board Secretary

Approved as to legal form:

__________________________

Patrick J. Rocks, General Counsel

Dated: 8-14-08
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APPENDIX B

GUIDELINES FOR BINDING ARBITRATION
FOR NON-CERTIFICATED DISCHARGES

1. The following process is applicable to non-certificated, union-represented personnel.

2. The grievance procedure, including binding arbitration as provided for in Article 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 will be rotated among the following arbitrators:

   A. Steven Bierig
   B. Robert McAllister
   C. Peter Myers
   D. Steven Briggs
   E. John C. Fletcher
   F. Gerald Berendt
   G. Daniel Nielsen
   H. Jeanne Vonhof
## APPENDIX C

### I. MEDICAL BENEFIT

#### A. HEALTH CARE PLAN DESIGN

- For a complete list of employee co-pays throughout the term of the Agreement, see Paragraph E below.

<table>
<thead>
<tr>
<th>Benefit Highlights (for eligible expenses)</th>
<th>HMOI</th>
<th>UHC HMO</th>
<th><strong>UHC PPO with HRA</strong></th>
<th><strong>UHC PPO</strong></th>
<th><strong>BCBS PPO</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>n/a</td>
<td>n/a</td>
<td>In-Network</td>
<td>Out-of-Network</td>
<td>In-Network</td>
</tr>
<tr>
<td>Health Reimbursement Account (employer paid) (not applied towards deductible nor out-of-pocket maximum)</td>
<td>none</td>
<td>none</td>
<td>$500 employee only</td>
<td>$500 employee only</td>
<td>n/a</td>
</tr>
<tr>
<td>Annual Deductible (not applicable to services with co-pays)</td>
<td>none</td>
<td>none</td>
<td>$1,000 employee plus one and employee plus family</td>
<td>$1,000 employee plus one and employee plus family</td>
<td>$600 per person</td>
</tr>
<tr>
<td>Out-of-Pocket Maximum (including deductible)</td>
<td>n/a</td>
<td>n/a</td>
<td>$2,250 per person</td>
<td>$2,000 per person</td>
<td>$2,400 per person</td>
</tr>
<tr>
<td>LIFETIME MAXIMUM COVERAGE</td>
<td>unlimited</td>
<td>unlimited</td>
<td>$4,500 per family</td>
<td>$34,000 per family</td>
<td>$4,800 per family</td>
</tr>
<tr>
<td>Care in Physician's Office (general doctor office visits such as x-rays, allergy shots and chemotherapy)</td>
<td>100% after $20 co-pay per visit</td>
<td>100% after $20 co-pay per visit</td>
<td>80% after deductible</td>
<td>100% after $15 co-pay per visit</td>
<td>100% after $25 co-pay per visit</td>
</tr>
<tr>
<td>Benefit Highlights (for eligible expenses)</td>
<td>HMOI</td>
<td>UHC HMO</td>
<td>UHC PPO with HRA</td>
<td>UHC PPO</td>
<td>BCBS PPO</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>------</td>
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<td>----------</td>
</tr>
<tr>
<td><strong>Wellness</strong> (preventive screening) (routine physical check-ups for adults and children, mammograms, PSA, pap smears, HPV screenings, physicals and immunizations)</td>
<td>100% after $20 co-pay per visit</td>
<td>100% after $20 co-pay per visit</td>
<td>100% (no co-pay) (no deductible)</td>
<td>50% after deductible</td>
<td>100% (no co-pay) (no deductible)</td>
</tr>
<tr>
<td><strong>PRE-CERTIFICATION THROUGH ENCOMPASS</strong></td>
<td>HMO participants are not required to obtain pre-certification through ENCOMPASS. Referrals are handled by participants’ primary care physicians.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>INPATIENT HOSPITAL SERVICES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>HOSPITAL (SEMI-PRIVATE) ROOM AND BOARD</strong></td>
<td>100% after $125 co-pay per admission</td>
<td>100% after $125 co-pay per admission</td>
<td>80% after deductible</td>
<td>50% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td><strong>DOCTOR’S VISITS</strong> (INCLUDING SPECIALISTS, X-RAYS, LABS, DRUGS, SURGEON’S FEES AND ANESTHESIOLOGISTS)</td>
<td>covered in full</td>
<td>covered in full</td>
<td>80% after deductible</td>
<td>50% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td><strong>OUTPATIENT HOSPITAL CARE</strong> (INCLUDING SURGERY)</td>
<td>covered in full after $75 co-pay per visit</td>
<td>covered in full after $75 co-pay per visit</td>
<td>80% after deductible</td>
<td>50% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td><strong>MATERNITY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prenatal/Postnatal</td>
<td>100% after $20 co-pay per visit</td>
<td>100% after $20 co-pay per visit</td>
<td>80% after deductible</td>
<td>50% after deductible</td>
<td>100% after $15 co-pay per visit</td>
</tr>
<tr>
<td>Hospital Coverage (mother and newborn)</td>
<td>100% after $125 co-pay per admission</td>
<td>100% after $125 co-pay per admission</td>
<td>80% after deductible</td>
<td>50% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td><strong>Covered Emergency Care</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Care</td>
<td>100% after $100 co-pay per visit</td>
<td>100% after $100 co-pay per visit</td>
<td>50% after $100 co-pay per visit</td>
<td>50% after $100 co-pay per visit</td>
<td>50% after $100 co-pay per visit</td>
</tr>
</tbody>
</table>

27
<table>
<thead>
<tr>
<th>Benefit Highlights (for eligible expenses)</th>
<th>IMO1</th>
<th>IMO2</th>
<th>UHC PPO with HRA In-Network</th>
<th>UHC PPO with HRA Out-of-Network</th>
<th>UHC PPO In-Network</th>
<th>UHC PPO Out-of-Network</th>
<th>BCBS PPO In-Network</th>
<th>BCBS PPO Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulance (if emergency)</td>
<td>100%</td>
<td>100%</td>
<td>100% after deductible</td>
<td>100% after deductible</td>
<td>100%</td>
<td>100% after deductible</td>
<td>100%</td>
<td>100% after deductible</td>
</tr>
<tr>
<td>Mental Health and Substance Abuse</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inpatient</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>100% after $125 co-pay per admission up to 30 inpatient days per year</td>
<td>100% after $150 co-pay per admission up to 30 inpatient days per year</td>
<td>80% after deductible</td>
<td>50% after deductible</td>
<td>80%</td>
<td>50% after deductible</td>
</tr>
<tr>
<td>Outpatient</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>100% after $20 co-pay per visit up to 20 visits per calendar year</td>
<td>100% after $20 co-pay per visit up to 20 visits per calendar year</td>
<td>80% after deductible</td>
<td>50% after deductible</td>
<td>80%</td>
<td>50% after deductible</td>
</tr>
<tr>
<td>Basic Vision Plan</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Employees have the option of purchasing additional coverage by enrolling in the Enhanced Vision Plan, which is described in paragraph (B)(3) below.</td>
<td>annual eye exam through network provider covered at 100% after $15 co-pay discounts on eyewear and supplies</td>
<td>annual eye exam through network provider covered at 100% after $15 co-pay discounts on eyewear and supplies</td>
<td>annual eye exam through network provider covered at 100% after $15 co-pay discounts on eyewear and supplies</td>
<td>annual eye exam through network provider covered at 100% after $15 co-pay discounts on eyewear and supplies</td>
<td>annual eye exam through network provider covered at 100% after $15 co-pay discounts on eyewear and supplies</td>
<td>annual eye exam through network provider covered at 100% after $15 co-pay discounts on eyewear and supplies</td>
<td>annual eye exam through network provider covered at 100% after $15 co-pay discounts on eyewear and supplies</td>
<td>annual eye exam through network provider covered at 100% after $15 co-pay discounts on eyewear and supplies</td>
</tr>
<tr>
<td>Therapy (physical, occupational and speech therapy for restoration of function) (services for acquisition of function not covered) (limited to 60 visits per calendar year per therapy)</td>
<td>100% for the number of visits which, in the judgment of the attending or consulting physicians, are sufficient for significant improvement</td>
<td>100% for the number of visits which, in the judgment of the attending or consulting physicians, are sufficient for significant improvement</td>
<td>80% after deductible</td>
<td>50% after deductible</td>
<td>100% after $15 co-pay per visit</td>
<td>50% after deductible</td>
<td>100% after $25 co-pay per visit</td>
<td></td>
</tr>
<tr>
<td>Chiropractic Care (unlimited visits if medically necessary)</td>
<td>100% after $20 co-pay per visit</td>
<td>100% after $20 co-pay per visit</td>
<td>80% after deductible</td>
<td>50% after deductible</td>
<td>80%</td>
<td>50% after deductible</td>
<td>80%</td>
<td>50% after deductible</td>
</tr>
<tr>
<td>Benefit Highlights (for eligible expenses)</td>
<td>HMOI</td>
<td>UHC HMO</td>
<td>UHC PPO with HRA</td>
<td>UHC PPO</td>
<td>BCBS PPO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>------</td>
<td>---------</td>
<td>------------------</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Care in Skilled Nursing Facility (non-custodial) (up to 120 days per year if medically necessary)</td>
<td>100%</td>
<td>100%</td>
<td>80% after deductible</td>
<td>50% after deductible</td>
<td>80%</td>
<td>50% after deductible</td>
<td>80% after deductible</td>
<td>50% after deductible</td>
</tr>
<tr>
<td>Prosthetic Devices and Medical Equipment</td>
<td>100%</td>
<td>100%</td>
<td>80% after deductible</td>
<td>50% after deductible</td>
<td>80%</td>
<td>50% after deductible</td>
<td>80% after deductible</td>
<td>50% after deductible</td>
</tr>
<tr>
<td>Prescription Drugs (preferred drug list) (retail is for up to 30-day supply) (mail is for up to 90-day supply) (maintenance drugs: five maximum at retail and then must use mail to avoid 40% penalty)</td>
<td>Retail (co-pay per prescription)</td>
<td>Retail (co-pay per prescription)</td>
<td>Retail (co-pay per prescription)</td>
<td>Retail (co-pay per prescription)</td>
<td>Retail (co-pay per prescription)</td>
<td>Generic-$10</td>
<td>Generic-$10</td>
<td>Generic-$10</td>
</tr>
<tr>
<td></td>
<td>Generic-$10</td>
<td>Generic-$10</td>
<td>Generic-$10</td>
<td>Generic-$10</td>
<td>Generic-$10</td>
<td>Preferred</td>
<td>Preferred</td>
<td>Preferred</td>
</tr>
<tr>
<td></td>
<td>Brand-$40</td>
<td>Mail (co-pay per prescription)</td>
<td>Mail (co-pay per prescription)</td>
<td>Mail (co-pay per prescription)</td>
<td>Mail (co-pay per prescription)</td>
<td>Generic-$15</td>
<td>Generic-$15</td>
<td>Generic-$15</td>
</tr>
<tr>
<td></td>
<td>Generic-$15</td>
<td>Preferred</td>
<td>Preferred</td>
<td>Preferred</td>
<td>Preferred</td>
<td>Preferred Brand-$40</td>
<td>Preferred Brand-$40</td>
<td>Preferred Brand-$40</td>
</tr>
<tr>
<td></td>
<td>Preferred Brand-$40</td>
<td>Brand-$60</td>
<td>Brand-$60</td>
<td>Brand-$60</td>
<td>Brand-$60</td>
<td>Brand-$60</td>
<td>Brand-$60</td>
<td>Brand-$60</td>
</tr>
<tr>
<td></td>
<td>60% of the cost of a covered prescription for generic</td>
<td>60% of the cost of a covered prescription for generic</td>
<td>60% of the cost of a covered prescription for brand drugs, up to 60% of the cost of an equivalent generic drug if an equivalent generic is available</td>
<td>60% of the cost of a covered prescription for generic</td>
<td>60% of the cost of a covered prescription for generic</td>
<td>60% of the cost of a covered prescription for brand drugs, up to 60% of the cost of an equivalent generic drug if an equivalent generic is available</td>
<td>60% of the cost of a covered prescription for generic</td>
<td>60% of the cost of a covered prescription for generic</td>
</tr>
<tr>
<td>*Your cost will be the co-pay or the cost of the prescription, whichever is less. *Drug prescriptions filled without presenting a card will result in a 40% penalty.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE: This comparison chart is a brief description of CPS’s Plan as of January 1, 2008 and is not meant to interpret, extend or change the provisions of the Plan. The Plan document shall govern if there is a discrepancy between this document and the actual provisions of the Plan.
B. INSURANCE BENEFIT ENHANCEMENTS

1. ENCOMPASS. The pre-certification penalty for failure to pre-certify shall be 50% of the cost of services capped at $1,000 in calendar years 2008 and 2009 and capped at $750 in calendar years 2010, 2011 and 2012. The parties agree to intensify the education program and restructure the employee role with respect to the pre-certification process. CPS will continue to provide information about pre-certification to its employees during the Open Enrollment period. CPS agrees that employees should be provided with additional information materials upon which to base health care decisions and will design a specific communication piece (or “card”) to be sent annually to employees in an effort to reinforce this information. This communication piece shall be included in the LMCC’s action plan described in Section VI below.

2. CHRONIC CARE/DISEASE MANAGEMENT PROGRAM. The parties agree to implement 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, targeted phone calls to engage employees in preventive actions and health risk assessments.

3. ENHANCED VISION PLAN. CPS shall offer an employee-paid vision plan providing contacts/lenses every 12 months and frames every 24 months. The plan shall contain a 4-year rate guarantee on employee premiums. Employee premiums are as follows:
   - Employee: $7.40/mo.
   - Employee + 1: $10.81/mo.
   - Family: $19.39/mo.

In addition, there will be a $130 frame allowance every 24 months and a $130 contacts/lenses allowance every 12 months covered in network.

4. PHARMACEUTICAL BENEFIT ENHANCEMENTS. The prescription drug benefit shall include the following terms:
   - Addition of Caremark retail Rx facility in the County Building to network.
   - "iBenefits" annual mailing providing employees with summary of Rx expenses and recommendations for generic substitutions to save employees money.
   - Therapeutic Alternative Program—communications sent to employees informing them of benefits of switching from brand name drug to generic equivalent.
   - Retail Fill Restrictions (initial fill + 4, then employee must use mail order to avoid penalty).
5. **WELLNESS INITIATIVES.** The wellness benefit shall include the following terms:
   - Wellness Benefit – no dollar cap.
   - Wellness Benefit – extended to dependents.
   - Raise awareness of preventive benefits.
   - Wellness Fair.
   - Globalfit – discounted memberships offered to various health clubs.
   - Smoking cessation and weight reduction programs.
   - Enhanced Vision Plan.

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

7. **EMPLOYEE ASSISTANCE PROGRAM.** An Employee Assistance Program shall be implemented as part of the health care program.

C. **HEALTH RISK ASSESSMENT.** The Health Risk Assessment shall be voluntary for all employees currently enrolled in the CPS health insurance plans. All employees will be automatically enrolled in the Health Risk Assessment. However, employees choosing not to participate in the Health Risk Assessment may opt out. The LMCC will review this program after 1 year and determine whether incentives or penalties are appropriate.

D. **PAP SMEARS AND HPV SCREENING.** CPS health care plans cover PAP and HPV screenings. When employees undergo these screenings, they are obligated to pay a co-pay if they are enrolled in either of the PPOs or HMOs. If an employee is enrolled in the UHC PPO with an HRA, the employee pays for the screening using the CPS-provided account or out-of-pocket depending upon the year-to-date usage. Because these screenings are wellness-related, CPS will provide the following:
   - UHC and BCBS PPO – plan will pay preventive at 100% (no longer subject to a co-pay).
   - UHC PPO with HRA – plan will pay preventive at 100% (no longer subject to deductible or coinsurance).
   - UHC and BCBS HMO plans will continue to cover preventive care at 100% subject to the office visit co-pay.
### E. EMPLOYEE CO-PAYS

<table>
<thead>
<tr>
<th></th>
<th>HMOI</th>
<th>UHC HMO</th>
<th>UHC PPO</th>
<th>BCBS PPO</th>
</tr>
</thead>
<tbody>
<tr>
<td>ER</td>
<td>$100  $100  $100  $100  $125</td>
<td>$100  $100  $100  $100  $125</td>
<td>$100  $100  $100  $100  $125</td>
<td>$100  $100  $100  $100  $125</td>
</tr>
<tr>
<td>I/P Hosp.</td>
<td>$125  $150  $175  $200  $200</td>
<td>$125  $150  $175  $200  $200</td>
<td>$125  $150  $175  $200  $200</td>
<td>$125  $150  $175  $200  $200</td>
</tr>
<tr>
<td>O/P Surg.</td>
<td>$75  $100  $125  $150  $175</td>
<td>$75  $100  $125  $150  $175</td>
<td>$75  $100  $125  $150  $175</td>
<td>$75  $100  $125  $150  $175</td>
</tr>
<tr>
<td>UHC PPO</td>
<td></td>
<td></td>
<td>no co-pays for wellness benefits</td>
<td>no co-pays for wellness benefits</td>
</tr>
<tr>
<td>UHC PPO with HRA</td>
<td>no changes to employee co-pays</td>
<td>all preventive care covered at 100% (no deductible)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### F. BENEFIT INFORMATION

- The BOARD currently provides a summary plan description of its health care plans to new employees and re-hired employees during the annual Open Enrollment period. CPS will provide summary plan descriptions online to allow employees to view current plan information electronically.
- CPS benefit plans provide a toll-free hotline and an online site for members to access with questions regarding their health care plan. The hours of operation for each health care plan are 8:00 a.m. to 6:00 p.m. Additionally, CPS has a Benefits Customer Service team which answers calls during business hours.
- 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.

### G. ANTI-FUNGAL DRUGS

Since August 1, 2006, CPS has covered the following anti-fungal prescriptions: GRIFULVIN V; GRIS-PEG; GRISEOFULVIN; LAMISIL; SPORANOX; and PENLAC.
II. **DENTAL BENEFIT**

Employees and eligible family members will have the choice of PPO or Managed Care. PPO Dental Plan - Member selects an in-network or an out-of-network provider. Managed Care - Member selects a dentist in the provider network.

Plan Design:

<table>
<thead>
<tr>
<th>Services</th>
<th>PPO In-Network</th>
<th>PPO Out-of-Network</th>
<th>Managed Care</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preventive</td>
<td>80% of PPO rate</td>
<td>80% of PPO rate</td>
<td>100%</td>
</tr>
<tr>
<td>Basic</td>
<td>80% of PPO rate</td>
<td>80% of PPO rate</td>
<td>85-75%</td>
</tr>
<tr>
<td>Major</td>
<td>50% of PPO rate</td>
<td>50% of PPO rate</td>
<td>70-65%</td>
</tr>
</tbody>
</table>

Individual Maximum

<table>
<thead>
<tr>
<th>Benefits Limit</th>
<th>$1,500 annually</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Deductible</td>
<td>$100 annually</td>
<td>None</td>
</tr>
</tbody>
</table>

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

Managed Care
- 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 $3,000 per year.

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

IV. **LIFE AND PERSONAL ACCIDENT INSURANCE**

Employees are covered by Basic Life coverage. A voluntary Optional Life and matching Personal Accident insurance is available for employees and eligible family members.
- Basic Life: $25,000
- Optional Dependent Life: $50,000 spouse
- Optional Dependent Personal Accident: $50,000 spouse

Employee Contributions:

- Basic Life: $0
- Optional Dependent Life: 100% contributory at rates determined by plan provider
- Optional Personal Accident: 100% contributory at rates determined by plan provider

V. SAVINGS AND RETIREMENT PROGRAM

CPS will contribute, at retirement, the value of an employee’s accumulated sick pay to the employee’s 403(b) account, within legal limits, based on retirement benefit eligibility requirements. If no account exists, one will be established with one of the authorized vendors, based on agreed-upon criteria.

- A contribution will be made for all employees, with sick pay balances, meeting the pension benefit eligibility requirements.
- No exceptions.
- Contributions made on behalf of the employee will not be subject to state or Medicare tax, as allowed by law.

### Employee Health Care Contributions*

<table>
<thead>
<tr>
<th>Current Average</th>
<th>HMO Base</th>
<th>HMO Base Plus</th>
<th>PPO w/ HRA 7/04</th>
<th>PPO Base 7/04</th>
<th>PPO Base Plus 7/04</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single—1.3%</td>
<td>1.3%</td>
<td>2.0%</td>
<td>1.3%</td>
<td>1.5%</td>
<td>2.0%</td>
</tr>
<tr>
<td>Couple—1.5%</td>
<td>1.5%</td>
<td>2.2%</td>
<td>1.5%</td>
<td>1.7%</td>
<td>2.2%</td>
</tr>
<tr>
<td>Family—1.8%</td>
<td>1.8%</td>
<td>2.5%</td>
<td>1.8%</td>
<td>1.9%</td>
<td>2.5%</td>
</tr>
</tbody>
</table>

*All percentages are percent of base salary.