AGREEMENT

BETWEEN THE

CHICAGO BOARD OF EDUCATION

AND THE

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

July 1, 2007 – June 30, 2012
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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 __________, 2008 between the 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 1—RECOGNITION

1-1. The BOARD recognizes the UNION as the sole and exclusive bargaining representative for the following categories: Engineer Grade II (7781); Engineer Grade IV-1 (7783); Engineer Grade IV-2 (7783); Engineer Grade V-1 (7784); Engineer Grade V-2 (7784); Engineer Grade V-3 (7784); Engineer Grade V-4 (7784); Engineer Grade V-5 (7784); Engineer Grade V-6 (7784); Engineer Grade V-7 (7784); Apprentice Engineer (7779); and any other current or successor category performing similar work in whole or in part.

1-2. It is the policy of the BOARD to continue to utilize its employees to perform work they are qualified to perform and currently perform. If the BOARD contemplates the subcontracting of bargaining unit work, the procedure set forth in Appendix A will be used. All members of the bargaining unit shall be responsible for the performance of duties outlined in their job descriptions and such other duties as the Chief Executive Officer or his/her designee may direct that are consistent with the duties related to the maintenance and protection of the school building or other facility, including, but not limited to, the following: supervision and performance of the operation of heating, ventilating, air conditioning and related equipment and all other mechanical equipment in the facility.

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
therefor, 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 therefor 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. Members of the bargaining unit who are designated, in writing, as officers and representatives and who participate in the grievance process in the manner indicated herein shall not lose compensation and shall not be subject to discrimination or adverse employment action for such action.

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. Bulletins that are not in conformity with this Agreement shall be reviewed with the President of the UNION before said bulletins are distributed.

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, suit 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 insure 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 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. A grievant or the UNION may present a grievance in writing to the principal 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 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 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 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. Appeal-Chief Executive Officer.

3-2.1. Within ten (10) working days after receipt of the decision of the principal or the applicable unit head, the grievant or the UNION may appeal to the Chief Executive Officer (through the Office of Employee Relations) from the decision rendered by the principal 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 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 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 principal or the applicable unit head and the Office of Employee Relations.

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 Principal 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 Relations) 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. When the principal is investigating a grievance by a grievant who is under the immediate supervision of the engineer-in-charge, said principal shall discuss the grievance with the engineer-in-charge before rendering a decision. Such decision shall not be in violation of this Agreement.

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. The UNION should receive written notice when restitution is made.
ARTICLE 4—ASSIGNMENT

4-1. Engineers will be assigned to specific school buildings and other buildings operated by the BOARD in accordance with the policies and procedures specified by the Department of Asset Management as Appendix C.

4-1.1. Engineers assigned as POD Engineers will be assigned to specific school buildings and other buildings operated by the BOARD in accordance with the policies and procedures specified by the Department of Asset Management as Appendix D.

4-1.2. Engineers assigned as Roving Crew Engineers will be assigned consistent with established policy. Eight (8) positions total: two (2) Grade 5, one (1) Grade 4-2 and five (5) Grade 2. The BOARD reserves the right to change the composition of the Roving Crew and will bargain over such changes with the UNION.

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 Department of Asset Management or the Department of Human Resources 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 made according to seniority, by combining length of regular (formerly certified) service in bargaining unit job titles of engineers. Such bargaining unit members shall be recalled according to said seniority before any new hires in said job classifications.

4-6. Except in the case of a 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.

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 by Appendix E.

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

ARTICLE 6—RESPONSIBILITIES

6-1. Under the direction of and subject to the authority of the principal, the engineer-in-charge shall be accountable for the safe, economical operation of the plant and grounds and
shall also be responsible for orientation, training and supervision over the work of engineers, apprentices, custodial workers and other plant operation employees under his/her direction.

6-1.1. The principal shall confer with the engineer-in-charge not less than on a weekly basis about the operation and condition of the building, safety, maintenance, cleanliness, scheduling and any other matters which may jeopardize the well-being of students and occupants at the school.

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

6-1.3. When the engineer-in-charge 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-in-charge, subject to the approval of the principal.

6-2. The engineer-in-charge 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-in-charge and the principal. Upon request, but not more than monthly, the BOARD shall supply the engineer-in-charge 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-in-charge shall be responsible for the security and storage of supplies, materials and equipment received and accepted by the engineer-in-charge.

6-4. The engineer-in-charge shall have access to and shall be responsible for the proper maintenance of all areas of the building and grounds to which he/she is assigned.

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-in-charge.

6-6. The engineer-in-charge shall be responsible for keeping all attendance records of the custodial employees assigned to the unit in an orderly fashion. The engineer-in-charge shall be responsible for the daily record of the employees' time, the attendance report and all supporting documents for all custodial employees assigned to the unit.

6-7. The engineer-in-charge shall be responsible for the preparation of monthly reports as designated by the Department of Asset Management.

6-8. The engineer-in-charge 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 safety and health codes as directed by the Department of Asset Management. Whenever such information becomes available, the BOARD shall advise the engineer-in-charge of any and all safety-related information regarding his/her assigned unit(s).
Said information shall include, but not be limited to, code violations, sample test results, scheduled tests and scheduled corrective actions.

6-9. All members of the bargaining unit shall observe all posted and applicable safety rules and safety procedures.

6-10. Any engineer 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.

6-11. On or before October 30 of each school year, the engineer-in-charge, if requested, shall present to the principal, in writing, the goals and objectives of the maintenance program for the engineer-in-charge's school building for that school year.

**ARTICLE 7—WORK SCHEDULE**

7-1. The engineer-in-charge shall be responsible for the maintenance and protection of the school building seven (7) days per week. The regular work schedule of the engineer-in-charge shall be eight (8) consecutive work hours each day, between 6:00 a.m. and 6:00 p.m., Monday through Friday. The regular work hours of the engineer-in-charge shall be subject to review and approval by the principal. Such approval shall not be withheld and such schedule shall not be changed or modified for arbitrary or disciplinary reasons.

7-1.1. The regular work schedule for all engineers other than the engineer-in-charge shall consist of five (5) consecutive days (excluding Sundays) of eight (8) consecutive work hours, as scheduled by the engineer-in-charge under the supervision of the principal per this Agreement. The regular work schedule of all bargaining unit members shall be eight (8) consecutive hours per day, five (5) consecutive days per week.

7-1.2. Said regular work hours may be subject to change upon two (2) weeks' advance notice.

7-1.3. 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.

7-2. Subject to the authority and direction of the principal, the engineer-in-charge shall schedule his/her staff's work hours to meet the needs of all programs conducted at the school building. The principal, engineer-in-charge or engineer-in-charge's designee (who is subject to the approval of the principal) shall be present and on duty whenever the building is occupied, as designated by the principal. If the principal disapproves of the engineer-in-charge's designee, the principal shall appoint a designee and assume full responsibility for the attendance center while that designee is on duty. All program overtime work hours, if any, shall be under the authority, direction and responsibility of the principal. Non-BOARD conducted programs and other organizations and individuals shall be subject to permit procedures.
7-2.1. 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.

7-2.2. The engineer-in-charge or his/her designee 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 Department of Asset Management, the engineer-in-charge, or an engineer on his/her staff, 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 7-2, 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 G 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. Effective September 1, 2004, 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 (1½) 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 BOARD before being worked. Overtime assignments shall be designated by the engineer-in-charge.

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. 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.


8-5. 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.

8-6. Subject to the contingencies in Sections 8-7 and 8-8 below, effective July 1, 2007, the BOARD will provide the following increases:

- 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)

8-7. The parties agree that the four percent (4%) increase for fiscal year 2012 may be adjusted upwards in any 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 8-6 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 G.
<table>
<thead>
<tr>
<th>Designated Revenue Sources—Percent Increase Over Previous Year</th>
<th>Appendix A Adjustment for Fiscal Year 2012</th>
</tr>
</thead>
<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>
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 Director of Asset Management 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-in-charge shall be placed under separate cover and addressed to the engineer-in-charge. It shall be the responsibility of the engineer-in-charge to post said bulletins.

9-8. The performance evaluation of all members of the bargaining unit shall be in accordance with the provisions of the 1984 Guidelines for Performance Evaluation of Educational Support Personnel.

9-8.1. The 1984 Guidelines for Performance Evaluation of Educational Support Personnel are performance evaluation procedures only and shall not limit the right of the BOARD to remove any member of the bargaining unit for good cause.

9-8.2. The engineer-in-charge shall establish appropriate work performance standards for each of the performance evaluation factors.
9-8.3. At the beginning of the evaluation period, each engineer-in-charge shall inform each employee whom he/she evaluates of the standards that have been established for his/her job and advise said employee that his/her performance will be evaluated according to those standards.

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 principal. 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 engineer 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 Department of Human Resources and the Department of Asset Management at least sixty (60) calendar days prior to the effective date of the engineer’s retirement from employment.

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

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

9-15. At schools where four (4) or more engineers are assigned and present, an assistant engineer may be utilized (on loan) as a substitute engineer as directed by the Director of Asset Management. Such loan out shall not take place at schools where three (3) or less engineers are present. When possible, advance notice will be given before such loan out is made.

9-16. The BOARD shall fill engineer Grade II 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.

9-17. Computer access will be available for the use of engineers to perform job-related duties.
9-18. 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.

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:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual Rate</th>
<th>Yearly Accrual</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-10</td>
<td>.58 Vacation Days Per Pay Period</td>
<td>15 Days</td>
<td>40 Days</td>
</tr>
<tr>
<td>11-20</td>
<td>.77 Vacation Days Per Pay Period</td>
<td>20 Days</td>
<td>53 Days</td>
</tr>
<tr>
<td>21 or More</td>
<td>.97 Vacation Days Per Pay Period</td>
<td>25 Days</td>
<td>66 Days</td>
</tr>
</tbody>
</table>
11-1.1. 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.

11-1.2. 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.

11-1.3. 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.

11-1.4. The engineer-in-charge shall schedule vacations for the engineers assigned to the school building with the approval of the principal. The principal shall schedule vacations for engineers-in-charge of a school building. Vacation accrual benefits shall not be limited where a bargaining unit member’s previously scheduled vacation has been canceled by the BOARD.

11-1.5. 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 principal. No single request shall be for more than three (3) consecutive weeks, unless the principal consents otherwise. Subject to operational needs, the principal shall approve the engineer’s request.

11-2. Holidays. All members of the bargaining unit shall receive the following holidays with pay: New Year’s Day; Martin Luther King, Jr.’s Birthday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. Effective upon ratification, all members of the bargaining unit shall receive the following additional holidays with pay: Lincoln’s Birthday; President’s Day; Pulaski Day; Columbus Day; Veteran’s Day; and the Friday after Thanksgiving Day. Holidays falling on Sunday will be observed on Monday, and holidays falling on Saturday will be observed on Friday.

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. Effective upon ratification, a bargaining unit member who is directed by the Department of Operations to work on a holiday shall receive one-and-one-half (1½) times his/her
regular hourly rate of pay for all hours worked on the holiday in addition to eight (8) hours of holiday pay.

11-3. Sick Leave. On July 1 of each year, all bargaining unit employees who are scheduled to work fifty-two (52) weeks per year shall be granted sick leave up to a maximum of twelve (12) 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.

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. 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.

11-3.4. 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.

11-3.5. Employees who (1) are eligible for retirement under the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund; (2) intend to retire by June 30 in the years 2008, 2009, 2010, 2011 or 2012; (3) submit an irrevocable notice of their intent to retire by March 1 in accordance with the schedule set forth below; and (4) have accumulated a sufficient number of sick days at the time of such notice or by the time of the first accelerated payment provided below, whichever is later, shall receive the following accelerated payment(s) for sick days prior to their retirement:

<table>
<thead>
<tr>
<th>Sick Leave Payout</th>
<th>Retirement Date</th>
<th>Notice Date, on or before</th>
</tr>
</thead>
<tbody>
<tr>
<td>One-Year Payout: 20% over the prior year's salary (includes regular salary increases)</td>
<td>06-30-08</td>
<td>03-01-08</td>
</tr>
<tr>
<td>Sick Leave Payout</td>
<td>Retirement Date</td>
<td>Notice Date, on or before</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>-----------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td><strong>Two-Year Payout:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10% each of the 2 prior years</td>
<td>06-30-09</td>
<td>03-01-08</td>
</tr>
<tr>
<td>(in addition to regular salary increases)</td>
<td>06-30-10</td>
<td>03-01-09</td>
</tr>
<tr>
<td></td>
<td>06-30-11</td>
<td>03-01-10</td>
</tr>
<tr>
<td></td>
<td>06-30-12</td>
<td>03-01-11</td>
</tr>
<tr>
<td><strong>Three-Year Payout:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.6% each of the 3 prior years</td>
<td>06-30-10</td>
<td>03-01-08</td>
</tr>
<tr>
<td>(in addition to regular salary increases)</td>
<td>06-30-11</td>
<td>03-01-09</td>
</tr>
<tr>
<td></td>
<td>06-30-12</td>
<td>03-01-10</td>
</tr>
<tr>
<td><strong>Four-Year Payout:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5% each of the 4 prior years</td>
<td>06-30-11</td>
<td>03-01-08</td>
</tr>
<tr>
<td>(in addition to regular salary increases)</td>
<td>06-30-12</td>
<td>03-01-09</td>
</tr>
</tbody>
</table>

Payments in fiscal year 2007-2008 will be made in a salary adjustment check on or after April 1, 2008 and prior to June 30, 2008; in 2009, 2010, 2011 and 2012, a salary adjustment check will be made prior to June 30 of each year.

Employees are responsible for paying their pension contributions on any accelerated payment they receive for sick days under this Article.

11-4. **Bereavement Leave.** If an employee is absent because of the death of his/her parent, spouse, child, brother or sister 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.

11-4.1. 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.

11-5. **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.

11-5.1. 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.

11-6. **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.

11-7. **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.

11-7.1. 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.

11-8. **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.

11-8.1. All full-time employees with less than one (1) year of service with the BOARD shall be granted personal days as follows:

<table>
<thead>
<tr>
<th>Period in Which Employment Began</th>
<th>Number of Personal Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1 through March 31</td>
<td>3</td>
</tr>
<tr>
<td>April 1 through September 30</td>
<td>2</td>
</tr>
<tr>
<td>October 1 through November 30</td>
<td>1</td>
</tr>
<tr>
<td>Period in Which Employment Began</td>
<td>Number of Personal Days</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>December 1 through December 31</td>
<td>0</td>
</tr>
</tbody>
</table>

11-8.2. An employee may not use a personal day during the first or last week of school.

11-8.3. 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.

11-9. **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.

11-10. **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, subject to BOARD approval.

11-11. **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.

11-11.1. 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.

11-11.2. 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.

11-11.3. 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.

11-11.4. 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.

11-12. 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.

11-13. 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.

ARTICLE 12—DISCIPLINE AND DISCHARGE

12-1. The principal shall direct, supervise, evaluate, suspend with or without pay and
discipline all school-based employees only for just cause. The Chief Executive Officer (or
his/her designee within the administrative staff of the Chief Executive Officer) shall direct,
supervise, evaluate, suspend with or without pay and discipline all other members of the
bargaining unit 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.

12-1.4. Probationary and provisional employees may be discharged only for just cause.

12-1.5. 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.

12-1.6. Records of disciplinary action shall be removed from the personnel file one (1) year after the conclusion of the disciplinary action.

12-1.7. All decisions below the level of the Chief Executive Officer shall be subject to review and reconsideration by the Chief Executive Officer.

12-1.8. Only BOARD decisions involving discharge or suspension over fifteen (15) days are arbitrable under this Article.

12-1.9. 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.

12-1.10. 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.

12-1.11. 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.

12-1.12. Any arbitration involving the discharge of a non-certificated, union-represented employee shall be in accordance with the guidelines set forth in Appendix H.

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. Effective July 1, 2007, 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 I, 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. 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.

14-4.1. 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.

14-4.2. 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.

14-4.3. 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.

14-5. This Agreement shall be reopened to further discuss the Health Plan set forth in Article 14 and Appendix I 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 14 and Appendix I. 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 15—CONCLUSION

15-1. This Agreement shall be effective as of July 1, 2007 and shall remain in effect through June 30, 2012.

15-1.1 Negotiations for a subsequent agreement will commence no later than May 1, 2012, 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 16th day of July 2008.

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

By: William E. Incullo
William E. Incullo,
It's President

Dated: May 9, 2008

ATTEST:

By: Robert J. Hellberg, Recording Secretary

BOARD OF EDUCATION OF THE CITY OF CHICAGO,

By: Rufus Williams
Rufus Williams,
It’s President

Dated: 7/10/08

ATTEST:

By: Estella G. Beltran, Board Secretary

Board Report Number: 07-1024-EX23 - I

Dated: October 24, 2007

Approved as to legal form:

Patrick J. Rocks, General Counsel

Date: 7-8-08
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

Assignment Procedure for Engineer Custodians
Department of Asset Management

Engineer custodian in-charge assignments by floor space measurements of buildings:

30,000 to 49,999 sq. ft. ........................................ Grade II
50,000 to 69,999 sq. ft. ........................................ Grade IV-1
70,000 to 94,999 sq. ft. ........................................ Grade IV-2
95,000 to 124,999 sq. ft. ...................................... Grade V-1
125,000 to 159,999 sq. ft. .................................... Grade V-2
160,000 to 209,999 sq. ft. .................................... Grade V-3
210,000 to 299,999 sq. ft. .................................... Grade V-4
300,000 to 399,999 sq. ft. .................................... Grade V-5
400,000 sq. ft. and above .................................... Grade V-6

Additional engineer custodian assignments by floor space measurements of buildings:

**Elementary Schools**

133,000 to 224,999 sq. ft. ........................................ Grade II
225,000 to 300,000 sq. ft. ..................................... Grade IV-1 and Grade II

**High Schools**

125,000 to 199,999 sq. ft. ........................................ Grade II
200,000 to 299,999 sq. ft. ..................................... Grade IV-1 and Grade II
300,000 to 369,999 sq. ft. ..................................... Grade IV-2 and Grade II
370,000 sq. ft. and above ..................................... Grade IV-2, Grade IV-1 and
                                                        Grade II or more if required
APPENDIX D

POD Engineers

Engineers assigned to the Department of Asset Management as POD Engineers shall be assigned to specific school buildings and other buildings operated by the BOARD not covered under Appendix C of this Agreement. POD Engineers shall be assigned to multiple school buildings in accordance with established policies and procedures. POD Engineers shall be paid at the Grade IV-1 salary rate. POD Engineers shall be provided with an automobile allowance of $225 per month for FY08 and FY09 and $250 per month for FY10, FY11 and FY12. Duties and responsibilities of POD Engineers shall be consistent with this Agreement.
APPENDIX E

Transfers

I. Grade/Lane of School Buildings by Floor Space Measurements

30,000 to 49,999 sq. ft. ................................................................. Grade II
50,000 to 69,999 sq. ft. ............................................................... Grade IV-1
70,000 to 94,999 sq. ft. ............................................................... Grade IV-2
95,000 to 124,999 sq. ft. ............................................................... Grade V-1
125,000 to 159,999 sq. ft. ............................................................. Grade V-2
160,000 to 209,999 sq. ft. ............................................................. Grade V-3
210,000 to 299,999 sq. ft. ............................................................. Grade V-4
300,000 to 399,999 sq. ft. ............................................................. Grade V-5
400,000 sq. ft. and above ............................................................ Grade V-6

II. Eligibility to Transfer

A. To be eligible for a voluntary transfer, an engineer must have an average performance evaluation of seventy (70) or higher from the combination of the two (2) most recent performance ratings.

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

- Grade V ................................................................. three (3) years
- Grade IV ................................................................. two (2) years
- Grade II ................................................................. two (2) years

The above time-in-grade requirements extend from calendar date to calendar date and are applicable to all grades 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-grade requirements are as follows:

i. A Grade IV or Grade V regularly appointed engineer will become eligible to bid if he/she receives a basic salary increase within grade. An engineer who successfully bids a lower lane position shall not be eligible to bid again until he/she has satisfied the time-in-grade requirement for such position.

ii. 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 Grade

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 by the applicant.

2. The applicant must enclose proof of all required licenses and certifications with his/her application.

3. The application must be sent to the following address and postmarked by midnight on the announced closing date:

   Local 143
   P.O. BOX 558322
   Chicago, Illinois 60655

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 above address and postmarked 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: Grades II and IV for two (2) years and Grade V for three (3) years.

C. The consideration of a request for transfer will be based on the applicant’s eligibility for transfer and seniority in grade. Seniority in grade is based on length of time actually certified in grade. Periods while on a leave of absence for personal reasons or ordinary disability shall be deducted from seniority in grade. Other leaves of absence, such as personal illness leave or duty disability leave, do not affect seniority in grade.

D. Up to five (5) top candidates applying for engineer-in-charge transfers may be included in the selection pool.

E. Within five (5) business days of the announced closing date, the UNION shall submit to the Director of Human Resources (1) the selection pools for all vacancies and (2) a tabulation of all the applications that the UNION received for the announced vacancies, including, but not limited to, the names of all of the applicants for each vacancy and the names of any applicants who were determined to be ineligible and the reason therefor. The Director of Human Resources shall maintain the confidentiality of this tabulation. All requests for transfer are subject to review by the Director of Human Resources to ensure compliance with this transfer procedure.
F. The principal or (when applicable) the Director of Asset Management may interview the candidates in the applicable selection pool. If a candidate fails to appear for an interview without justification, then such candidate will be considered ineligible to transfer, and the principal or (when applicable) the Director of Asset Management may request an additional candidate from the promotion list.

G. If fewer than three (3) applicants apply for a transfer, then the principal or (when applicable) the Director of Asset Management may request as many additional candidates from the promotion list as are required to bring the total number of candidates in the selection pool to three (3).

H. The principal’s or (when applicable) the Director of Asset Management’s selection decision shall be final.

I. When an engineer-in-charge requests transfer to a unit having two (2) or more attendance centers, said application is intended for the selection process at the attendance center having the largest number of students.

J. The above procedure will apply for engineers other than engineers-in-charge, except that the selection will be made by the engineer-in-charge subject to the principal’s or (when applicable) the Director of Asset Management’s approval.

IV. Transfer Periods

The Department of Asset Management shall post a schedule of vacancy dates and announcements at least six (6) times during the calendar year. 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.

Notwithstanding the above paragraph, no transfers will become effective between August 1 and September 15 of each calendar year. In the event the date presented in the transfer announcement coincides with this period, the transfer will become effective on the first day of the pay period following September 16, and the successful candidate’s salary increase (if any) will be retroactive to the date presented in the transfer announcement.

V. Upgrade of Building by One (1) Grade

When the construction of or addition to a building causes an increase of one (1) grade, 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 grade within the two- (2-) year period following the date of the upgrade.
VI. Upgrade of Building by More Than One (1) Grade

A. When an addition to a building causes an increase of more than one (1) grade, 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 grade, 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 grade, 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 grade 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 grade.

IX. Involuntary Transfer from Building

When an engineer is involuntarily transferred, said engineer shall not be bound by the time limits that apply to transfers in grade 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 F

Promotions

Promotions—Grade IV

1. The UNION recognizes that one of the goals of the BOARD is affirmative action towards women and minorities and will make every effort to cooperate with the BOARD on affirmative action. Said goals are applicable to the appointment and promotion of engineers.

2. There will be two (2) steps within the Engineer Grade IV rank.

3. The qualifications for applying for the Engineer Grade IV rank shall be as follows:
   a) The applicant must be a regularly appointed Engineer Grade II.
   b) The applicant must have an average performance evaluation of seventy (70) or higher from the combination of the two (2) most recent performance ratings.
   c) The applicant must have a minimum of two (2) years' experience as a regularly appointed Engineer Grade II.
   d) The applicant must have successfully completed the I.U.O.E. basic boiler operation module.
   e) The applicant must have successfully completed the I.U.O.E. basic electricity module.

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.
Promotions—Grade V

1. The UNION recognizes that one of the goals of the BOARD is affirmative action towards women and minorities and will make every effort to cooperate with the BOARD on affirmative action. Said goals are applicable to the appointment and promotion of engineers.

2. The qualifications for applying for the Engineer Grade V rank shall be as follows:
   a) The applicant must be a certified Engineer Grade IV.
   b) The applicant must have an average performance evaluation of seventy (70) or higher from the combination of the two (2) most recent performance ratings.
   c) The applicant must have two (2) years' experience as a regularly appointed Engineer Grade IV.
   d) The applicant must have successfully completed one of the I.U.O.E. modules and the I.U.O.E. chief engineer module.

3. 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.

4. Successful candidates will be listed consistent with this Agreement.

5. Selection of candidates shall be per the transfer procedure set forth in Appendix E.

6. 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 G

### Salary Schedules

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Annual salaries are rounded to the nearest dollar

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<td>$12.28</td>
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<tr>
<td>Apprentice Engineer 7779-01</td>
<td>-</td>
<td>$13.00</td>
<td>$13.52</td>
<td>$14.06</td>
<td>$14.62</td>
</tr>
<tr>
<td>Apprentice Engineer 7779-02</td>
<td>-</td>
<td>$15.08</td>
<td>$15.68</td>
<td>$16.31</td>
<td>$16.96</td>
</tr>
<tr>
<td>Apprentice Engineer 7779-03</td>
<td>-</td>
<td>$17.16</td>
<td>$17.85</td>
<td>$18.56</td>
<td>$19.30</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------</td>
<td>-------------</td>
<td>-------------</td>
<td>-------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>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:</td>
<td>$8.94</td>
<td>$9.30</td>
<td>$9.67</td>
<td>$10.06</td>
<td>$10.46</td>
</tr>
<tr>
<td>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:</td>
<td>$8.34</td>
<td>$6.59</td>
<td>$6.86</td>
<td>$7.13</td>
<td>$7.42</td>
</tr>
<tr>
<td>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:</td>
<td>$8.94</td>
<td>$9.30</td>
<td>$9.67</td>
<td>$10.06</td>
<td>$10.46</td>
</tr>
<tr>
<td>Engineers assigned to school buildings which have mobile units and/or driver education units shall receive daily increments as follows:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 to 3 units:</td>
<td>$3.68</td>
<td>$3.83</td>
<td>$3.98</td>
<td>$4.14</td>
<td>$4.31</td>
</tr>
<tr>
<td>4 to 6 units:</td>
<td>$7.87</td>
<td>$8.18</td>
<td>$8.51</td>
<td>$8.85</td>
<td>$9.21</td>
</tr>
<tr>
<td>7 to 16 units:</td>
<td>$15.79</td>
<td>$16.42</td>
<td>$17.08</td>
<td>$17.76</td>
<td>$18.47</td>
</tr>
<tr>
<td>17 or more units:</td>
<td>$31.21</td>
<td>$32.46</td>
<td>$33.76</td>
<td>$35.11</td>
<td>$36.51</td>
</tr>
<tr>
<td>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:</td>
<td>$7.87</td>
<td>$8.18</td>
<td>$8.51</td>
<td>$8.85</td>
<td>$9.21</td>
</tr>
<tr>
<td>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:</td>
<td>$10.53</td>
<td>$10.95</td>
<td>$11.39</td>
<td>$11.84</td>
<td>$12.32</td>
</tr>
<tr>
<td>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.)</td>
<td>$6.34</td>
<td>$6.59</td>
<td>$8.86</td>
<td>$7.13</td>
<td>$7.42</td>
</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Daily Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/2007</td>
<td>$4.75</td>
</tr>
<tr>
<td>7/1/2008</td>
<td>$4.94</td>
</tr>
<tr>
<td>7/1/2009</td>
<td>$5.14</td>
</tr>
<tr>
<td>7/1/2010</td>
<td>$5.34</td>
</tr>
<tr>
<td>7/1/2011</td>
<td>$5.56</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Daily Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/2007</td>
<td>$15.79</td>
</tr>
<tr>
<td>7/1/2008</td>
<td>$16.42</td>
</tr>
<tr>
<td>7/1/2009</td>
<td>$17.08</td>
</tr>
<tr>
<td>7/1/2010</td>
<td>$17.78</td>
</tr>
<tr>
<td>7/1/2011</td>
<td>$18.47</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Daily Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/2007</td>
<td>$10.59</td>
</tr>
<tr>
<td>7/1/2008</td>
<td>$11.01</td>
</tr>
<tr>
<td>7/1/2009</td>
<td>$11.45</td>
</tr>
<tr>
<td>7/1/2010</td>
<td>$11.91</td>
</tr>
<tr>
<td>7/1/2011</td>
<td>$12.39</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Daily Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/2007</td>
<td>$8.94</td>
</tr>
<tr>
<td>7/1/2008</td>
<td>$9.30</td>
</tr>
<tr>
<td>7/1/2009</td>
<td>$9.67</td>
</tr>
<tr>
<td>7/1/2010</td>
<td>$10.05</td>
</tr>
<tr>
<td>7/1/2011</td>
<td>$10.48</td>
</tr>
</tbody>
</table>
APPENDIX H

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 I

EMPLOYEE BENEFITS

I. MEDICAL BENEFIT

A. HEALTH CARE PLAN DESIGN

<table>
<thead>
<tr>
<th>Benefit Highlights (for eligible expenses)</th>
<th>HMOI</th>
<th>UHC HMO</th>
<th>UHC PPO with HRA</th>
<th>UHC PPO</th>
<th>BCBS PPO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>In-Network</td>
<td>Out-of-Network</td>
<td>In-Network</td>
</tr>
<tr>
<td>Health Reimbursement Account (not applicable to services with co-pays)</td>
<td>n/a</td>
<td>n/a</td>
<td>$500 employee only</td>
<td>$500 employee only</td>
<td>n/a</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$1,000 employee plus one and employee plus family</td>
<td>$1,000 employee plus one and employee plus family</td>
<td></td>
</tr>
<tr>
<td>Annual Deductible (including deductible)</td>
<td>none</td>
<td>none</td>
<td>$1,000 per person after HRA is exhausted</td>
<td>$2,200 per person after HRA is exhausted</td>
<td>none</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$2,000 per family after HRA is exhausted</td>
<td>$4,000 per family after HRA is exhausted</td>
<td></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>$11,500 per person</td>
<td>$2,000 per person</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$4,500 per family</td>
<td>$34,000 per family</td>
<td>$4,000 per family</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>
<td>---------</td>
<td>------------------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>In-Network</td>
<td>Out-of-Network</td>
<td>In-Network</td>
</tr>
<tr>
<td>LIFETIME MAXIMUM COVERAGE</td>
<td>Unlimited</td>
<td>unlimited</td>
<td>$2,000,000 inclusive of covered medical, mental health and substance abuse benefits</td>
<td></td>
<td></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>50% after deductible</td>
<td>100% after $15 co-pay per visit</td>
</tr>
<tr>
<td>Wellness (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>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>
<td>---------</td>
<td>------------------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td><strong>PRE-CERTIFICATION THROUGH ENCOMPASS</strong></td>
<td>HMO</td>
<td>UHC</td>
<td>UHC PPO with HRA</td>
<td>UHC PPO</td>
<td>BCBS PPO</td>
</tr>
<tr>
<td>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>
<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 (SEMIPRIVATE) 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%</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%</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%</td>
</tr>
<tr>
<td><strong>MATERNITY</strong></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>Prenatal/Postnatal</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%</td>
</tr>
<tr>
<td>Hospital Coverage (mother and newborn)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></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>
<td>---------</td>
<td>------------------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>Covered Emergency Care</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>100% after $100 co-pay per visit</td>
<td>100% after $100 co-pay per visit</td>
<td>100% after $100 co-pay per visit</td>
</tr>
<tr>
<td>Ambulance (if emergency)</td>
<td>100%</td>
<td>100%</td>
<td>100% after deductible</td>
<td>100% after deductible</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>
</tr>
<tr>
<td>Inpatient</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% after deductible</td>
</tr>
<tr>
<td>Outpatient</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% after deductible</td>
</tr>
<tr>
<td>Basic Vision Plan</td>
<td>annual eye exam through network provider covered at 100% after $15 co-pay</td>
<td>annual eye exam through network provider covered at 100% after $15 co-pay</td>
<td>annual eye exam through network provider covered at 100% after $15 co-pay</td>
<td>annual eye exam through network provider covered at 100% after $15 co-pay</td>
<td>annual eye exam through network provider covered at 100% after $15 co-pay</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>discounts on eyewear and supplies</td>
<td>discounts on eyewear and supplies</td>
<td>discounts on eyewear and supplies</td>
<td>discounts on eyewear and supplies</td>
<td>discounts on eyewear and supplies</td>
</tr>
<tr>
<td>Benefit Highlights</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>
<td>------------------------</td>
<td>------------------------------------------------</td>
<td>--------------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>Therapy (physical, occupational and speech therapy for restoration of function)</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>
</tr>
<tr>
<td>(services for acquisition of function not covered)</td>
<td></td>
<td></td>
<td>100% after deductible</td>
<td>50% after deductible</td>
<td>100% after $25 co-pay per visit</td>
</tr>
<tr>
<td>(limited to 60 visits per calendar year per therapy)</td>
<td></td>
<td></td>
<td>100% after deductible</td>
<td>50% after deductible</td>
<td>100% after $25 co-pay per visit</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% after deductible</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% 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% 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>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>------</td>
<td>--------</td>
<td>------------------</td>
<td>---------</td>
<td>---------</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) *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>Retail (co-pay per prescription) Generic-$10 Preferred Brand-$25 Brand-$40 Mail (co-pay per prescription) Generic-$15 Preferred Brand-$40 Brand-$60</td>
<td>Retail (co-pay per prescription) Generic-$10 Preferred Brand-$25 Brand-$40 Mail (co-pay per prescription) Generic-$15 Preferred Brand-$40 Brand-$60</td>
<td>Retail (co-pay per prescription) Generic-$10 Preferred Brand-$25 Brand-$40 Mail (co-pay per prescription) Generic-$15 Preferred Brand-$40 Brand-$60</td>
<td>Retail (co-pay per prescription) Generic-$10 Preferred Brand-$25 Brand-$40 Mail (co-pay per prescription) Generic-$15 Preferred Brand-$40 Brand-$60</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>HMOI</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>OV</td>
<td>$20</td>
<td>$20</td>
<td>$25</td>
<td>$25</td>
<td>$30</td>
</tr>
<tr>
<td>ER</td>
<td>$100</td>
<td>$100</td>
<td>$100</td>
<td>$100</td>
<td>$125</td>
</tr>
<tr>
<td>L/P Hosp.</td>
<td>$125</td>
<td>$150</td>
<td>$175</td>
<td>$200</td>
<td>$200</td>
</tr>
<tr>
<td>O/P Surg.</td>
<td>$75</td>
<td>$100</td>
<td>$125</td>
<td>$150</td>
<td>$175</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>UHC HMO</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>OV</td>
<td>$20</td>
<td>$20</td>
<td>$25</td>
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<td>$30</td>
</tr>
<tr>
<td>ER</td>
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<td>$100</td>
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<tr>
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<td>O/P Surg.</td>
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<td>$100</td>
<td>$125</td>
<td>$150</td>
<td>$175</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>UHC PPO</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>ER</td>
<td>$100</td>
<td>$100</td>
<td>$100</td>
<td>$100</td>
<td>$125</td>
</tr>
</tbody>
</table>

  no co-pays for wellness benefits

<table>
<thead>
<tr>
<th>UHC PPO with HRA</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
</table>

  no changes to employee co-pays
  all preventive care covered at 100% (no deductible)

<table>
<thead>
<tr>
<th>BCBS PPO</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>ER</td>
<td>$100</td>
<td>$100</td>
<td>$100</td>
<td>$100</td>
<td>$125</td>
</tr>
</tbody>
</table>

  no co-pays for wellness benefits

### 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>

<table>
<thead>
<tr>
<th>Individual Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benefits Limit</td>
</tr>
<tr>
<td>*Deductible</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</th>
<th>PPO w/ HRA</th>
<th>PPO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Base 7/04</td>
<td>Base Plus 7/04</td>
<td>7/04 Base 7/04</td>
</tr>
<tr>
<td>Single—1.3%</td>
<td>1.3%</td>
<td>2.0%</td>
<td>1.3%</td>
</tr>
<tr>
<td>Couple—1.5%</td>
<td>1.5%</td>
<td>2.2%</td>
<td>1.5%</td>
</tr>
<tr>
<td>Family—1.8%</td>
<td>1.8%</td>
<td>2.5%</td>
<td>1.8%</td>
</tr>
</tbody>
</table>

*All percentages are percent of base salary.*