

AGREEMENT

BETWEEN THE

CHICAGO BOARD OF EDUCATION

AND

UNITE HERE LOCAL 1

July 1, 2017 - June 30, 2020*

** This Agreement extended pursuant to Memorandum of Agreement to June 30, 2021*

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CHICAGO BOARD OF EDUCATION
AND
UNITE HERE LOCAL 1

Agreement made and entered into on July 1, 2017, between the Chicago BOARD of Education ("the BOARD") and UNITE HERE Local No. 1 ("the UNION").

PREAMBLE

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

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

ARTICLE 1 - RECOGNITION

1-1. The BOARD recognizes the UNION as the sole and exclusive bargaining representative for the following job title classifications: Lunchroom Attendant (2770); Senior Lunchroom Attendant (2772); Saladmaker (2745); Lunchroom Cashier (2774); Porter (2795); Cook III (2742); Cook-Pastry (2743); Cook II (2741); Cook I (2740); Associate Manager I (2761); Associate Manager II (2762); and Associate Manager III (2763). The Union acknowledges that the BOARD will no longer hire employees in the jobs of Saladmaker (2745), Lunchroom Cashier (2774); and Cook-Pastry (2743).

1-2. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such cases, all other provisions of this Agreement shall remain in effect.

1-3. With respect to any employee from whom the BOARD receives written authorization,

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

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

1-3.2. The authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective bargaining agreement between the BOARD and the UNION, whichever occurs first. Each employee shall have the right to revoke this election not more than sixty (60) days and not less than thirty (30) days prior to the final date of any irrevocable period in effect. Such revocation shall be effective upon receipt of written notice to the BOARD and the UNION within the sixty- (60-) day to thirty- (30-) day period.

1-4. The UNION shall indemnify and hold harmless the BOARD and its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that may arise out of or by reason of any action taken by the BOARD for the purpose of complying with the provisions of this Article. If any incorrect deduction is made, the UNION shall refund any such amount directly to the involved employee.

- 1-5. a) All employees covered by this Agreement will within thirty (30) days of their employment by the BOARD either (1) become members of the UNION and pay to the UNION the regular UNION dues and fees or (2) pay the UNION each month their fair share of the UNION's costs that are chargeable to non-members under state and federal law.
- b) Such fair share payment by non-members shall be deducted by the BOARD from the earnings of the non-member employees and remitted to the UNION, provided, however, that the UNION shall certify to the BOARD the amount constituting said fair share not exceeding the dues uniformly required of members of the UNION and shall certify that said amount constitutes the non-members' proportionate share of the UNION's chargeable costs.
- c) Upon receipt of said certification, the BOARD shall provide the UNION with the names and addresses of all employee non-members of the UNION from whose earnings the fair share payments shall be deducted and their work locations.

- d) If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the UNION, the UNION shall promptly adopt said determination and notify the BOARD to change deductions from the earnings of non-members to said prescribed amount.
- e) Employees who are members of a church or religious body having a bona fide religious tenet or teaching that prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of UNION dues to a non-religious charitable organization mutually agreed upon by the UNION and the affected employees as set forth in the Illinois Educational Labor Relations Act.

1-6. The BOARD shall furnish the UNION, on a quarterly basis, with the job title, name, address, work location, age, ethnicity and gender of every employee who is a member of the bargaining unit.

1-7. The BOARD shall furnish the UNION, on a monthly basis, with the job title, name, address, work location and start date in a UNITE HERE Local 1 bargaining unit position of any new full-time employee who becomes a member of the bargaining unit or who terminates from a UNITE HERE Local 1 bargaining unit position (in which case, termination date will also be indicated).

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

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

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

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

Seventh Avenue, New York, NY 10001.

ARTICLE 2 - FAIR PRACTICES

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

ARTICLE 3 - GRIEVANCE PROCEDURE

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

3-1. Adjustment of Grievances-Local Level.

3-1.1. **First Step.** A sincere attempt shall be made by the parties to resolve any difference informally before filing any grievance. It shall be the employee's or the Union's option, with or without a shop steward, to conduct this informal process with either the principal or the executive director of Nutrition Support Services or designee. \

3-1.2. **Second Step: Principal or Administrative Head.** If the parties are unable to resolve their differences informally at the First Step, a grievant or the UNION may present a grievance in writing to the principal, the applicable unit head, or Nutrition Support Services within thirty (30) working days following the act or condition which is the basis of the grievance. The grievant may be heard personally and may request representation by the UNION. The UNION will be afforded the opportunity to be present at any grievance hearing. If two (2) or more grievants have the same grievance, a joint grievance may be presented and processed as a single grievance at this and succeeding steps of this grievance procedure.

3-1.3. Upon receipt of the grievance, the principal, the applicable unit head, or Nutrition Support Services shall arrange for a conference within ten (10) working days after receipt of the grievance. The principal, the applicable unit head, or Nutrition Support Services shall notify, in writing, each grievant, the UNION and any other parties involved in the grievance at least five (5) working days prior to the conference and shall provide them with a copy of the grievance.

3-1.4. The principal, the applicable unit head, or Nutrition Support Services shall render a decision and communicate it in writing to each grievant, the UNION, the department head and the Chief Executive Officer (through the Office of Employee Relations) within five (5) working days after the completion of the conference.

3-2. **Third Step: Chief Executive Officer.**

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

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

3-3. Fourth Step: Arbitration.

3-3.1. If the parties are unable to resolve their differences at the Third Step, within ten (10) working days after receipt of the decision of the Chief Executive Officer, the UNION only may advance the dispute to arbitration. The parties shall utilize the Federal Mediation and Conciliation Service for arbitration under its rules of any grievance which alleges that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. Following the advancement of a grievance to arbitration and prior to the hearing, upon agreement of the parties, a grievance may be submitted to voluntary mediation before a neutral person. The cost of the mediation shall be shared equally by the parties.

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

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

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

3-5. Mediation.

3-5.1. Mediation. The Union and the BOARD shall create a mediation panel for the purpose of attempting to resolve grievances and certain disciplinary matters.

3-5.2. Mediation Panel. The BOARD and the Union shall create a three-person mediation panel consisting of the following: a mediator selected by the parties and one permanent representative designated by each party.

3-5.3. Requests for Grievance Mediation. Simultaneously with a demand for arbitration under this Article, the Union may submit a written request for mediation to the Director of Employee Relations. The grievance will proceed to mediation unless the Director of Employee Relations notifies the Union, in writing, within ten school days that the BOARD does not agree to submit the grievance to mediation.

Within ten school days of receiving the Union's demand for arbitration of a particular grievance, the Director of Employee Relations may request, in writing, that the grievance be submitted to mediation. Any such grievance will proceed to mediation unless the Union notifies the Director of Employee Relations, in writing, within ten school days that it does not agree to submit the grievance to mediation.

The Union and the BOARD may at any time agree to use the mediation procedures of this section to assist in the resolution of grievances.

3-5.4. Requests for Mediation of Disciplinary Matters. In accordance with Article 9 of this Agreement, the Union may request that disciplinary suspensions of six to thirty days and dismissals be submitted to the mediation process created by the Article within seven school days of the issuance of the discipline. Disciplinary suspensions that are submitted to mediation shall not be served until the conclusion of the mediation.

3-5.5. Mediation Panel Meetings and Authority. The mediation panel shall meet monthly in standing meetings to mediate grievances and disciplinary suspensions. Prior to each mediation session, the BOARD and the Union will submit to the mediator all relevant grievance documents for the grievance or grievances or disciplinary suspensions to be addressed at that session. Additional mediation sessions may be conducted upon request of the BOARD or the Union on an as needed basis. The mediation panel may hear from grievants, disciplined employees, and principals or head administrators either in person or via electronic means including video conferencing.

The mediation panel representatives may make recommendations for resolution to the Chief Executive Officer and President of the Union or their designee. If the Chief Executive Officer and President mutually agree to a resolution for a specific grievance or disciplinary suspension that agreement will be reduced to writing, executed by the parties and implemented. All resolutions shall be non-precedential and not cited in any arbitration case or labor BOARD, administrative or judicial proceeding. In the event of a resolution, any grievance will be withdrawn

with prejudice.

The mediation panel representatives cannot mutually agree to a resolution, they may mutually agree to table and further mediate the grievance or disciplinary suspension at a subsequent mediation session. Any grievance agreed to be submitted to mediation and not considered by the mediation panel within sixty school days after the request for mediation will be submitted to arbitration. Any disciplinary suspension submitted to mediation and not considered by the mediation panel within sixty school days after the request for mediation will be submitted for arbitration. Absent a resolution or an agreement to table the grievance, the Union may proceed to arbitration on a grievance. Absent agreement, the mediator will render a final, binding decision regarding disciplinary suspensions between 6-30 days.

3-6. General Grievance Provisions.

3-6.1. The resolution of all grievances shall be in accordance with the procedures that are a part of this Agreement. If the grievant fails to appear at a scheduled grievance conference and fails to appear at another grievance conference scheduled at the grievant's or the UNION's request, the grievance shall be considered resolved.

3-6.2. The attendance or presence at any grievance conference of any person who is not a party to the grievance, a necessary witness, a necessary administrative staff member or a UNION representative (including a steward) shall not be permitted.

3-6.3. 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.

3-6.4. 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.

3-6.5. This Agreement shall not prevent any member of the bargaining unit from presenting a grievance or appeal on his/her own behalf. In the event a member exercises this option, the UNION shall be notified and afforded the opportunity to be present at any grievance hearing.

3-6.6. 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.

3-6.7. Following a request to the Office of Employee Relations, the UNION may be allowed reasonable time to investigate a specific grievance of a member of the bargaining unit.

3-6.8. Unless otherwise agreed or ordered by a court or arbitrator, the resolution of all grievances that require make-whole relief or reinstatement as part of that resolution shall be implemented within two (2) pay periods from the receipt of the written decision.

3-6.9. No decision on or adjustment of a grievance shall be contrary to any provision of this Agreement.

3-7. Where there is a communication difficulty with a particular employee due to language differences, on request by the grievant and/or the UNION, the BOARD will provide a translator or permit the grievant to select a translator to facilitate communications, so long as the BOARD incurs no cost.

ARTICLE 4 - SALARIES

4-1. The BOARD will provide the following wage increases to all Bargaining Unit Members and classification rates:

Year 1: 3.5% increase (eff. 7/7/17)

Year 2: 3.5% increase (eff. 7/7/18)

Year 3: 2.5% increase (eff. 7/7/19)

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

4-2. The BOARD shall pick up, for each regularly appointed employee in this bargaining unit, a sum equal to seven percent (7%) of the amount due each such employee as base salary (and not from any other remuneration paid pursuant to the terms of this Agreement) for the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund to be applied to the retirement account of each such employee (not the survivors' annuity account). The BOARD agrees to continue pension pick up as per past practice during the term of this Agreement.

4-3. During the term of this Agreement, the BOARD agrees to review job titles it has reason to believe are not assigned to the proper pay grades (including associate lunchroom managers) and implement appropriate increases to the pay grades after consultation with the UNION.

4-4. Any employee who is required by the BOARD to attend a meeting shall be compensated at his/her appropriate hourly rate for the time spent in such meeting.

4-5. The BOARD shall not require bargaining unit employees to work in a higher paid job classification for an unreasonable amount of time without receipt of appropriate compensation for such work.

4-6. Any changes with regard to policy matters directly affecting the benefits enumerated in this

Agreement, including wages, hours and terms and conditions of employment, will be negotiated with and agreed to by both the BOARD and the UNION.

4-7. The BOARD shall correct all pay check errors immediately, notice of such errors shall be provided to the UNION.

4-8. All employees are required to utilize direct deposit for the payment of their wages.

4-9. Travel and Work-Related Expense Reimbursement Policy. Employees covered by this agreement will be subject to the Chicago Board of Education Travel and Work-Related Expense Reimbursement Policy. Employees required to travel between schools during the workday will be compensated according to the aforementioned policy, for example.

ARTICLE 5 - GENERAL PROVISIONS

5-1. The BOARD will furnish the UNION with job descriptions of all job titles represented by the UNION. The BOARD retains the right to update job descriptions if and when new programs or responsibilities are added. The BOARD will send updated and/ or new job descriptions to the UNION and meet with the UNION upon request.

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

5-3. All time spent working continuously by a probationary employee pursuant to an appointment or reappointment as the case may be shall be counted towards the completion of the probationary period.

5-4. Employees in the bargaining unit shall be paid on alternate Fridays, thirteen days after the end of the pay period.

5-5. For safety and security reasons, the principal in each school building will designate at least one (1) working telephone for use by employees covered by this Agreement who may be required to work after normal and regular school hours.

5-6. Except for Stevenson Elementary School, in schools that have a cooking or receiving kitchen on July 1, 2012, the BOARD will not convert the cooking or receiving kitchen to a warming kitchen through June 30, 2017.

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

5-8. Labor-Management Committee. It is agreed that the parties will form a Labor Management Committee composed of representatives of the BOARD and the UNION, which Committee will meet from time to time during the term of the Agreement. The purpose of the Committee is to deal

with concerns and/or topics of mutual interest to the parties. In addition, the parties agree to continue their discussions regarding modifications to the Employee Discipline Code and Discipline and Discharge provisions contained in the Agreement.

5-9. Good Food Committee. The BOARD and the UNION recognize that BOARD school food programs exist to provide healthy, nutritious meals for Chicago's children and that they can best accomplish this objective by partnering together to promote best practices that promote healthy, fresh, enjoyable and environmentally responsible food. To that end, the BOARD and the UNION will form a Good Food Committee which shall consist of five members appointed by the UNION and five members appointed by the BOARD. The Good Food Committee may be a subcommittee of the Labor-Management Committee.

The Good Food Committee shall meet monthly to identify best practices that promote healthy, fresh, sustainable and environmentally responsible food, ways and means that the BOARD may adopt and implement identified best practices, impacts to bargaining unit employees of best practice implementation and employees' contributions to the advancement of best practices. Topics may also include training and education requirements for employees, health and safety procedures, facilities and equipment, hours and shifts and workload and staffing levels. The Good Food Committee will seek input and guidance from appropriate health officials, students, employees, and parent and employee organizations. The Committee may also seek input from outside consultants and experts. The Committee will seek to develop mutually agreeable solutions to potential impacts on employees.

The major food service provider for the BOARD shall also sit on this Committee in the role of an expert and not as a decision maker.

Every Two Years

To ensure the lunchroom workers' experience is considered when developing the BOARD's food and nutrition program, the BOARD will develop and administer a survey to all bargaining unit employees every two years to collect input on menu or program changes.

The Committee will review results of the bargaining unit survey taken every two years to inform its development of Best Practices.

Training and Development

The BOARD shall develop and immediately implement an ongoing training program for Cooks, Lunchroom Attendants, Associate Managers, Porters, etc. on the preparation and promotion of healthy food in Chicago Public Schools.

Each year all bargaining unit employees will be provided with no less than two (2) days of training and professional development related to the importance and promotion of the healthy food program and the development of related skills. The BOARD may require more than two days.

This training program shall be developed in consultation with the Committee, and the primary food service provider.

Such time spent in training and development will be paid at the employee's normal rate of pay according to the collective bargaining agreement. When the training and development days exceed the number of hours the employees typically work, employees must attend the complete training session.

New Schools and Renovations

During the life of this collective bargaining agreement:

All new schools for which construction begins or is approved by the BOARD, the BOARD shall consult with the Union with respect to whether new schools will have full kitchens and/or become Cooking Schools, or any other variation(s).

5-10. Sanitation Certification. Employees required to have a Sanitation Certificate are responsible for maintaining the certification and meeting both the State of Illinois and City of Chicago's recertification deadlines. Failure to do so will result in discipline which can be initiated by Nutrition Support Services.

Employees wishing to obtain or renew a Sanitation Certification shall pay the State of Illinois and City of Chicago licensing fees. The BOARD will offer BOARD-sponsored certification courses to bargaining unit members at no cost to bargaining unit members who are seeking their initial certificate, have met all CPS requirements for the position requiring the certificate, and have a history of satisfactory attendance and punctuality. The BOARD will offer the same benefit for re-certification courses to bargaining unit members seeking recertification on the same terms as offered to those bargaining unit members seeking their initial certificate. If an employee in the certification or re-certification course does not pass the exam, the BOARD will only enroll that employee in two subsequent BOARD-sponsored certification classes. If that employee is unable to pass the certification or re-certification exam after three attempts, the employee will no longer be eligible to participate in BOARD-sponsored certification or re-certification courses.

In no instance shall a bargaining unit member in a position requiring certification be permitted to continue to work without the required certificate beyond the time the licensing agency permits, including any grace period.

ARTICLE 6 - CONFORMITY

6-1. In the event of an unauthorized strike, slow-down or stoppage, the BOARD agrees that there will be no liability on the part of the UNION, provided the UNION promptly and publicly disavows such unauthorized strike, orders the members of the bargaining unit to return to work and attempts to bring about a prompt resumption of normal operations, and provided further that the UNION notifies the Chief Executive Officer, in writing, by certified or registered mail, return receipt requested, within forty-eight (48) hours after notice of the commencement of such strike, slow-down or stoppage, what measures it has taken to comply with the provisions of this Article.

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

6-3. The BOARD and the UNION agree that no employee of the BOARD shall be punished, rewarded, harassed or discriminated against in any manner because of his/her participation or lack of participation in activities relating to work stoppage (strike). Nothing herein shall preclude the right of the UNION from implementing UNION policy as to its members.

6-4. The BOARD shall not lock-out employees during the term of this Agreement.

ARTICLE 7 - SENIORITY

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

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

7-1.2. In the event that two (2) or more employees have equal seniority, the employees' seniority shall be determined in the following sequential order:

- (a) The employees appointed from a list with the same seniority dates shall be adjusted in favor of the employee serving in such bargaining unit classification the longer calendar period.
- (b) If provision (a) results in a tie, then the dates shall be adjusted by flipping a coin among the affected employees.

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

- (a) The employee resigns;

- (b) The employee is discharged for just cause; or
- (c) The employee retires; or
- (d) The employee is laid off and is not reappointed in accordance with the terms of this collective bargaining agreement.

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

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

7 -3. Transfers. The BOARD shall fill recognized vacancies on the following basis:

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

7-3.2. Recognized vacancies shall be filled in accordance with the following procedure. Bids will be held in October and April of each year:

- (a) An employee will be considered an "eligible bidder" when he/she:
 - (i) is qualified for the position without further training;
 - (ii) has attended all required trainings;
 - (iii) holds the necessary credentials (for Cooks and Associate Managers only);
 - (iv) has demonstrated the physical capacity to perform in such a position with or without reasonable accommodations;
 - (v) has satisfactory attendance and punctuality;
 - (vi) submits a timely bid on the form supplied by the BOARD; and
 - (vii) has been interviewed by the school principal or the principal has waived interview; in the event that the Principal does not approve a bidder, the specific basis for the

Principal's decision must be sent in writing to the bidder and the UNION and such basis must be justifiable and may not be arbitrary, capricious or discriminatory.

Attendance shall be deemed satisfactory if the employee has not been absent on scheduled workdays and professional development days more than ten (10) days due to illness in the preceding ten (10) months (excluding July and August), provided that absences supported by a doctor's note (for employees who are not AWOL) will not be counted against the employee. AWOL is defined as absence for ten (10) consecutive days without an approved leave. If the leave is approved after the fact, the AWOL status will be voided. Absences taken in accordance with Article 8-4 through 8-18 including Short Term Disability, Bereavement, Court Attendance, Jury Duty, Military Duty, Personal Days, Leave to Attend Conferences, Unpaid Leave of Absence, FMLA, Election Leave, Union Leave will not be counted against the employee.

- (b) Recognized vacancies initially will be offered to the most senior eligible bidder (as defined in 7-3.2 a) at the school where the particular vacancies are located, at the time the vacancy is created, provided that the bidder won his/her position by bid. The BOARD shall select the most senior eligible within the school.
- (c) If recognized vacancies are not filled at the local school level, then they will be offered to the most senior eligible bidders city-wide. The BOARD will post a list of such vacancies on at least a semi-annual basis that states (i) the classification and pay grade of each vacancy, (ii) the requirements for each position, (iii) the school where each vacancy is located, and (iv) the deadline for submitting bids. A copy of such posting shall simultaneously be provided to the UNION.
- (d) (d) Within thirty (30) days of the deadline for submitting bids, the BOARD shall award each recognized vacancy to the most senior eligible bidder. The successful bidder and the UNION shall be advised of the award immediately.
- (e) If no such eligible bidder exists for a particular vacancy, then the vacancy may be filled at the BOARD's discretion,
- (f) The BOARD will not ask eligible bidders to include a preference as a basis for awarding an open position,

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

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

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

7-4. Lunch Periods and Breaks. All members of the bargaining unit are entitled to an unpaid thirty (30) minute lunch period. All members of the bargaining unit who are scheduled to work fewer than six (6) hours per day are entitled to one (1) fifteen- (15) minute break period. All members of the bargaining unit who are scheduled to work six (6) or more hours per day are entitled to two (2) fifteen- (15) minute break periods. Breaks and lunch will be scheduled by the manager in writing based on the needs of the unit.

7-5. Overtime. Overtime opportunities will first be made available to employees within a school and within a specific job classification as equitably as possible and rotated among those employees in the job classification. If no employees within the specific job classification are available to work overtime, it will be offered as equitably as possible and rotated among all bargaining unit employees within the school. The least senior employees may be required to work overtime if a sufficient number of senior employees choose not to work.

7-6. Notice of Schedule Changes. The BOARD will provide fourteen (14) calendar days' notice of a regular shift start and end time change to employees who are assigned to school based positions. The BOARD will also provide fourteen (14) calendar days' notice of BOARD academic calendar changes (excludes emergency situations including snow days, cold weather days, or other emergency situations). Nothing in this section shall be applied to extra-work programs like after-school programs, concessions, etc.

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

7-8. Bargaining Unit Work. Except in emergency situations, non-bargaining unit employees shall not perform work normally performed by bargaining unit employees. This provision does not apply to Lunchroom Managers or locations that the BOARD does not staff with lunchroom personnel (e.g. Early Childhood Center, ALOP schools, Safe Haven Programs etc.).

7-9. Summer Work. When summer work is available, such work shall be offered to the most senior employee by classification within the school who is qualified for the position, and holds the necessary credentials (if any) for such position. Provided, however, that summer work may be awarded out of seniority order after, attendance and punctuality are considered. If no such employee is available within the school, the work may be offered at the BOARD's discretion to bargaining unit members.

ARTICLE 8 - LEAVES OF ABSENCE

8-1. The BOARD shall award current full-time bargaining unit employees up to ten days of vacation pay with up to five days for Winter Recess and up to five days for Spring Recess. The BOARD shall base the award to the employee on the number of days paid to the employee during a defined benefit period preceding the recess as follows:

<u>Days paid during benefit period</u>	<u>Vacation award</u>
1-10 days	0 days' vacation pay
11-20 days	1 day vacation pay
21-40 days	2 days' vacation pay
41-60 days	3 days' vacation pay
61-80 days	4 days' vacation pay
81 days or more	5 days' vacation pay

8-2. Holidays. The BOARD will establish holidays that will be observed on an annual basis at the time it adopts the academic calendar. For FY2013, the holidays are Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, President's Day, and Memorial Day. Holidays that fall on Sunday will be observed on Monday.

8-2.1. A bargaining unit member shall be eligible for the paid holiday, provided he/she is paid for either the day before or the day after such holiday.

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

8-3.1 The BOARD shall provide a short -term disability policy to bargaining unit employees that provides disability benefits for employee illness in excess of ten consecutive days (including maternity leave days) as follows:

A. One hundred percent (100%) pay for the first thirty (30) calendar days of disability;

B. Eighty percent (80%) pay for calendar days thirty-one (31) through sixty (60) of

disability; and

- C. Sixty percent (60%) pay for calendar days sixty-one (61) through ninety (90) of disability.

8-3.2. The pay for one (1) sick day shall be calculated by multiplying the number of hours the employee is assigned per day by his/her regular hourly rate of pay.

8-3.3. If an employee is absent for illness in excess of five (5) consecutive days, the employee shall submit a physician's certificate (or a certificate from the employee's religious advisor if the employee's treatment involves prayer or other spiritual means) to his/her supervisor to receive pay for such sick days. If an employee's supervisor has a reasonable suspicion that an employee is abusing sick leave, the supervisor may require the employee to submit such certificate after the employee uses one (1) sick day.

8-3.4. All sick days granted after June 30, 2012 will not accrue and/or accumulate.

8-3.5. Sick day banks as of June 30, 2012, will be retained ("Retained Sick Leave Bank") and may be used for employee illness instead of short-term disability at the employee's election at the commencement of the leave, in accordance with Article 8-11 of this Agreement and the BOARD's Family Medical Leave Act (FMLA) rules, policies, and procedures.

8-3.6. Employees' unused sick day banks accrued as of June 30, 2012 will continue to be paid out in accordance with the BOARD's 2007 Employees Sick, Personal and Vacation Benefit Day Policy (BOARD Report 07-1219-P02).

8-3.7. Use of paid sick days, in accordance with this collective bargaining agreement and the BOARD's rules and policies, shall not count towards discipline under the Employer's time and attendance policy, or count against the Employee in terms of bidding for positions.

8-4. Bereavement Leave. If an employee is absent because of the death of his/her parent, spouse, child, brother or sister or custodial parent, domestic partner, step-child or a 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.

8-4.1. If an employee is absent because of the death of his/her grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, nephew, niece, uncle, aunt or first cousin, the employee may elect to use his/her accumulated bank of sick days for (1) the number of week days he/she is absent from the date of the death to the date of the burial and (2) the necessary time for return travel if the funeral is held outside the City of Chicago,

provided that the employee may only use a maximum of five (5) sick days (including all holidays and layoff days) for such leave.

8-5. Court Attendance. An employee shall be granted leave to attend court without loss of compensation when the employee's court attendance is required either (1) in connection with litigation in which school interests or records are involved; or (2) when the State of Illinois, City of Chicago or BOARD is a party to the litigation, and the employee is not personally interested in the outcome of the litigation.

8-5.1. If an employee is subpoenaed as a witness within Cook County, Illinois and is not personally interested in the outcome of the litigation, the employee shall be granted leave to attend court with full pay less an amount equal to the statutory subpoena fee.

8-6. Jury Duty. All bargaining unit employees shall be granted leave for jury duty in the State of Illinois with full pay less an amount equal to the amount received by the employee as compensation for such jury duty.

8-7. Military Leave. Any bargaining unit employee who is inducted or enlists in the U.S. Armed Forces or who enters upon active duty in the U.S. Armed Forces shall be placed on a leave of absence during the period of such military service. The employee's position or a comparable position shall be held open without prejudice during the period of such military service and ninety (90) days thereafter.

8-7.1. Any bargaining unit employee who is engaged in reserve duty as a member of a reserve component of the U.S. Armed Forces shall be placed on a leave of absence by the Chief Executive Officer or General Counsel (or their designees) during the period of military service. During this period of military service and while engaged in the performance of military duty, the employee shall be paid his/her regular compensation less an amount equal to the amount received by the employee as compensation for such service for a period not to exceed fifteen (15) working days in the aggregate during any fiscal year.

8-8. Personal Days. All full-time employees who have one (1) or more years of service with the BOARD shall be granted three (3) personal days during each fiscal year without loss of compensation or deduction from his/her accumulated bank of sick days. Effective July 1, 2012, a current employee's allotment of personal leave benefit days ("Personal Days") will be granted annually during the first payroll period of the fiscal year in July rather than the first payroll period of the calendar year in January.

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

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

8-8.2. An employee may not use a Personal Day during the first or last week of school.

8-8.3. As of July 1, 2012, Personal Days shall not be accumulated, shall not be cashed out, and may not be used as service credit or rolled into a sick bank.

8-8.4. For current employees, Personal Days granted in January 2012 that are unused by December 31, 2012, will roll over into the employee's Retained Sick Leave Bank. Personal Days granted in July 2012 and every July thereafter that are unused by June 30 of the fiscal year in which the Personal Days were granted, shall be forfeited.

8-8.5. For new employees hired after July 1, 2012, all Personal Days granted must be used by June 30th of the fiscal year in which Personal Days were granted, or shall be forfeited.

8-9. Leave To Attend Conferences. The Chief Executive Officer may grant a full-time bargaining unit member leave without loss of compensation to attend professionally related conferences, meetings, workshops or conventions, which in the judgment of the Chief Executive Officer are beneficial or related to the work of the schools.

8-10. Unpaid Leave. All bargaining unit employees who have been employed for three (3) months or more may be granted a leave of absence without pay by the Chief Executive Officer or General Counsel (or their designees) for a period of not more than two (2) years, without loss of seniority.

8-11. FMLA Leave. Bargaining unit employees who have been employed for at least 12 months and who have worked a minimum of 1,250 hours of service during the previous 12- month period shall be entitled to unpaid leave under the Family and Medical Leave Act (FMLA) for any of the following reasons:

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

(d) To treat or recover from a serious health condition of the employee.

8-11.1. Bargaining unit employees are entitled to a total of 12 work weeks of unpaid leave for the above-stated reasons during a "rolling" 12-month period measured backwards from the date an employee uses any FMLA leave.

8-11.2. Bargaining unit employees shall be required to use their accrued sick days concurrently with any leave of absence taken under the FMLA. Employees will have the option, upon appropriate notice, to use accrued vacation days. During any leave taken under the FMLA, the employee's health care coverage under any group health plan shall be maintained for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. If the employee is using vacation or sick days, the employee will accrue seniority while on FMLA leave.

8-11.3. Bargaining unit employees must provide at least thirty (30) days' advance notice before FMLA leave is to begin if the need for leave is foreseeable based on an expected birth, placement for adoption or foster care or planned medical treatment for a serious health condition of the employee or the employee's son, daughter, spouse or parent. If thirty (30) days' notice is not practicable (such as because of a lack of knowledge of approximately when a leave will be required to begin, a change of circumstances or a medical emergency), notice must be given as soon as practicable. Failure to provide the notice set forth in this section shall not affect the employee's entitlement to the leave when the BOARD has actual knowledge of the FMLA precipitating event.

8-11.4. A bargaining unit employee who takes FMLA leave shall be entitled on return from such leave to be restored to the position of employment held by the employee when the leave commenced or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

8-12. Election Leave. An employee may request and shall receive up to 2 hours off to vote in a primary, general or special election or any election submitted to a popular vote in the State of Illinois provided an employee's working hours begin less than 2 hours after the opening of the polls and end less than 2 hours before the closing of the polls. Such employees shall submit a request in writing to the BOARD at least three (3) work days prior to the election day and (2) the BOARD may designate the hours during which such leave may be taken subject to operational needs.

8-13. Except as may be specifically provided for in this Agreement, bargaining unit employees' rights and obligations relating to any of the above benefits shall be governed by any applicable federal or state statute or local ordinance (including any regulations thereunder) and in the Policies and *Rules of the BOARD of Education of the City of Chicago*.

8-14. Union Leave of Absence. Bargaining unit employees who are elected or appointed to full-

time positions with the UNION shall be granted leaves of absence without pay for the purpose of accepting those positions. Such leaves shall be granted upon appropriate application by the UNION, but no more than six (6) shall be granted for anyone (1) school year.

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

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

ARTICLE 9 - DISCIPLINE AND DISCHARGE

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

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

9-1.1. If discipline is contemplated, members of the bargaining unit shall be afforded a conference to discuss the incident(s) that gave rise to the contemplated discipline. The bargaining unit member and the UNION shall be given written notice three (3) working days prior to the scheduled conference date. Said notice shall state (1) that the conference may result in disciplinary action and shall describe the type of discipline to be considered; (2) the alleged misconduct which led to the scheduling of the conference; and (3) the time, date and place of the conference. A UNION staff representative shall be present at the conference if it is held at BOARD headquarters. If the conference is held in a school, the bargaining unit member for whom discipline is being contemplated may elect to bring another bargaining unit member to represent him/her during the conference. The conference may be rescheduled once upon request to accommodate the attendance of the other bargaining unit member. The bargaining unit member has the right to refuse representation at the conference. The BOARD shall be responsible for notifying the UNION. The conference shall be conducted by the Chief Executive Officer or his/her designee within the administrative staff of the Chief Executive Officer.

9-1.2. At this conference, the member of the bargaining unit and/or a UNION representative (including a steward) representing the bargaining unit member shall be given the opportunity to respond concerning the alleged misconduct. The Chief Executive Officer's designee shall report the findings and make a recommendation to the Chief Executive Officer.

9-1.3. No disciplinary action shall be imposed until the final decision of the Chief Executive

Officer is transmitted by personal service (or by certified mail, return receipt requested) to the employee and the UNION and the return receipts are returned and received by the Chief Executive Officer or his/her designee. No member of the bargaining unit shall be disciplined or discharged except for just cause. Members of the bargaining unit may be suspended without pay for disciplinary reasons for a period not to exceed thirty (30) work days.

9-1.4. Discipline and discharge of bargaining unit employees shall be in accordance with "Chicago Board of Education Employee Discipline and Due Process Policy." No discipline or discharge of bargaining unit employees by the BOARD shall be without just cause, except for a probationary employee. A probationary employee is in his or her first year of employment with the BOARD.

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

9-3. All suspensions of 1-5 days are subject to a paper review by the Office of Employee Relations. Suspensions of 6-30 days are subject to mediation in accordance with Article 3-5.

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

9-4.1. Within ten (10) working days after receipt of the decision of the Chief Executive Officer regarding discharge or suspension over fifteen (15) days, the UNION only may appeal from the decision of the Chief Executive Officer to the Federal Mediation and Conciliation Service for arbitration under its rules. Following the appeal of the grievance to arbitration and prior to the hearing, upon agreement of the parties, a grievance may be submitted for voluntary mediation before a neutral person. The cost of the mediation shall be shared equally by the parties.

9-4.2. The arbitrator shall hold a hearing within twenty (20) days of his/her appointment unless otherwise agreed by the parties. Five (5) days' notice will be given to all parties of the time and place of the hearing. Within twenty (20) days after completion of the hearing, the arbitrator shall render his/her decision. The decision shall be final and binding on the parties. The cost of the arbitrator shall be shared equally by the parties.

9-4.3. In reaching his/her decision, the arbitrator shall have no power or jurisdiction to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The arbitrator's powers shall be limited to deciding whether the parties have violated, misinterpreted or misapplied any of the terms of this Agreement in connection with the discharge or suspension over fifteen (15) days.

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

ARTICLE 10 - RESIDENCY

10-1. The BOARD's residency policy shall be applicable to all members of the bargaining unit who have been initially employed by the BOARD on or after November 20, 1996. If residency within the city limits was not required at the time of initial employment, it shall not be imposed as a condition of employment at a later date to determine compensation, retention, promotion, assignment or transfer.

ARTICLE 11 - INSURANCE

11-1. This Article may be reopened upon the occurrence of one of the following:

- a. Any significant changes in health insurance benefits or health insurance costs as a result of state or federal laws or regulations which become law during the term of this Agreement, and which directly affect the health insurance benefits of CPS employees and dependents or the cost to the BOARD of providing such benefits;
- b. The lack of achievement of health care cost containment which shall occur if health insurance related costs, measured on a per member basis, exceed 6% over the prior fiscal year for the health plan.

If either of the foregoing events or conditions occurs, either party to this Agreement may re-open this Agreement solely for the purpose of bargaining over health insurance benefits set forth in this Article 11. A party may re-open the Agreement and demand negotiations regarding Health Benefits under this provision by notifying the other party in writing of its demand to bargain within thirty (30) calendar days of the occurrence of the foregoing events or conditions.

11-2. The BOARD shall provide for each regularly appointed and probationary appointed member of the bargaining unit the medical, prescription drug, mental health, dental and vision benefits; flexible spending accounts; life and personal accident insurance; and savings and retirement program as set forth in this Article and Appendix C, subject to the terms of this Agreement.

11-3. The BOARD reserves the right to change insurance carriers, Health Maintenance Organizations or administrators or to self-insure all or any part of the coverage provided for herein, provided such change does not reduce the level of benefits set forth herein.

11-4. All claim disputes with the carrier pertaining to any benefit under the BOARD's health care plan shall not be subject to the grievance procedure. Such claim disputes shall be pursued by employees covered by this Agreement through the carrier's administrative remedy procedures. In the event the BOARD shall self-insure the plan, any claim dispute shall be pursued through the BOARD's administrative remedy procedures. This paragraph shall not affect the grievance or arbitrability of disputes concerning the plan beyond those involving employee or dependent medical claims.

11-5. Labor-Management Cooperation Committee: The parties shall maintain a joint BOARD

CPS-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 CPS.

11-6. 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 CPS 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 CPS medical plan;
- (e) The establishment of protocols for the BOARD CPS medical plan;
- (f) The development of communication programs, training and materials, including outreach and intervention strategies to educate employees and encourage employee use of regarding 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; and
- (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 CPS.

11-7. Wellness Program.

11-7.1. Creation of Program and Employee Benefits Handbook. The BOARD shall create a

Wellness Program as a feature of its Health Care Benefits for employees and their covered spouses, civil union partners or domestic partners (collectively "covered individuals"). The Wellness Program shall be set forth in the Employee Benefits Handbook, which shall govern its operations, the terms and conditions of enrollment, opt-out elections and involuntary exclusions from the program. The Employee Benefits Handbook shall govern the terms and conditions of the program exclusively and its dispute resolution procedures shall be used exclusively to resolve disputes between the BOARD and covered individuals.

11-7.2. Enrollment. Effective July 1, 2012, all covered individuals who enroll in the BOARD's Health Care Benefit Plan will be enrolled in a Wellness Program unless a covered individual opts out of the Wellness Program or fails to participate in the Wellness Program to reduce health risk factors as provided in Section 11-7.3. The BOARD shall develop procedures for individuals to opt-out of the Wellness Program and opt-out decisions will be made at the time of enrollment or at the BOARD's annual Benefits Open Enrollment.

11-7.3. Elements of Wellness Program. The Wellness Program will:

- (a) provide annual and periodic health risk questionnaire(s) and biometric assessments for covered individuals by a medical professional;
- (b) create a wellness plan for covered individuals;
- (c) require that covered individuals participate in wellness activities to the extent required by the wellness plan;
- (d) create incentives and disincentives for behaviors that are inconsistent with good health and wellness including:
 - i. contribution differentials for employees who use tobacco products (including cigarettes, cigars and chewing tobacco); and
 - ii. contribution differentials for employees who opt -out of the Wellness Program or who fail to participate in a wellness plan.

11-7.4. Removal from Wellness Program for Failure to Participate in Wellness Plan to Reduce Health Risk Factors. The BOARD may remove a covered individual from the Wellness Program after ninety calendar days of non-participation in the Wellness Program and charge the contribution differential as set forth in Section 11-7.5. Disputes regarding participation will be resolved through the dispute resolution procedures set forth in the Employee Benefits Handbook.

11-7.5. Contribution Differential.

- (a) Differential for Opt-Out by or Removal of Covered individuals from the Wellness Program. Employees will pay a \$600.00 per year contribution differential for each

covered individual who opts out of the Wellness Program, prorated to a per pay period basis, or who is removed from the Wellness Program for failure to participate in wellness activities.

- (b) Contribution Differential for Tobacco Users. An employee who earns thirty thousand dollars (\$30,000) or less, including overtime, shall pay one hundred, fifty dollars (\$150) per year per covered individual who is a tobacco user as a contribution differential. The \$150 per year shall be prorated per payroll period. An employee who earns more than thirty thousand dollars (\$30,000), including overtime, shall pay two hundred, fifty dollars (\$250) per year per covered individual who is a tobacco user as a contribution differential. The \$250 per year shall be prorated per payroll period.
- (c) Contribution Differential Adjustment. If the contribution differentials exceed the amounts permitted by law, the BOARD shall make adjustments to contribution differentials to the Wellness Program contribution differentials, after consultation with the Union.

11-8. Flexible Spending Accounts. The BOARD shall offer medical and dependent care flexible spending accounts whereby employees may contribute pre-tax wages to be withdrawn to pay for or reimburse the employee for payments made for eligible medical and dependent care expenses incurred during a defined calendar year. Employees forfeit contributions that are unused and/ or unclaimed during the period for which they were contributed. The maximum contribution to a medical flexible spending account will be \$2,500 during any calendar year. The maximum contribution to a dependent care flexible spending account shall be \$5,000 during any calendar year.

11-9. Life Insurance. The BOARD shall provide each bargaining employee a term life insurance policy of \$25,000 at no cost to the employee. The BOARD shall provide employees options to purchase additional coverage on his or her life equal to 1, 2, 3 or 4 times the employee's base salary. The BOARD shall also provide employees the option to purchase life insurance with a value of up to \$50,000 on the life of a spouse or up to \$10,000 on the life of a dependent child. Rates for additional coverage shall be determined by the life insurance provider.

11-10. 403(b) and 457 Plans. The BOARD shall offer employees a 403(b) and 457 plan whereby employees may contribute pre-tax wages to accounts intended to be used during the employees' retirement. 403(b) and 457 Plans shall be governed by their Plan Documents and shall be governed by Internal Revenue Service Rules regarding their operation.

ARTICLE 12 - UNION RIGHTS

12.1. The UNION shall be allocated adequate bulletin BOARD space in each school, in a place readily accessible to and normally frequented by members of the bargaining unit, for the purpose of posting only official notices and other official materials related to UNION activities. The

bulletin BOARD space shall be identified with the names of the UNION and respective UNION steward. The UNION steward or representative shall have the responsibility for posting materials on the bulletin BOARD. All posted materials shall either be on official UNION letterhead or bear the signature of the UNION President or the UNION President's designee.

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

12.3. Any employee shall be permitted to wear one (1) official UNION button.

ARTICLE 13 - SHOP STEWARDS

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

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

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

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

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

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

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

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

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

ARTICLE 14 - CONCLUSION

14. This Agreement shall be effective as of July 1, 2017 and shall remain in effect through June 30, 2020.

14-1.1. Negotiations for a subsequent agreement will commence no later than May 1, 2020, upon written request of either party filed two (2) weeks before this date. The UNION shall submit its proposals within thirty (30) days prior to the commencement of negotiations.

14-2. In the event either party wishes to modify or amend this Agreement, written notice thereof shall be given to the other party at least thirty (30) days prior to the consideration of said modification or amendment. The parties shall thereafter meet to discuss the proposed modification or amendment, and, if said modification or amendment is thereafter agreed upon, in writing, this Agreement will be so amended.

14-3. Neither the BOARD and its representatives nor the UNION and the members of the bargaining unit shall take any action violative of or inconsistent with any provisions of this Agreement. The parties agree that each has exercised its right to bargain for any provision it wished to be included in this Agreement; that if either party has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement; and that this

Agreement and its side letters constitute a complete agreement as to all matters upon which the parties have or might have bargained. The UNION and the BOARD agree that where, in the course of negotiating the Agreement, either the UNION or the BOARD withdrew any of its proposals in the interest of reaching an agreement, neither the UNION nor the BOARD will rely upon the UNION's or the BOARD's withdrawal of proposals as evidence of any UNION or BOARD intent in any future arbitration or for any other purpose whatsoever.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their Presidents or Designees and attested by their Secretaries this _____ day of MONTH YEAR

**APPENDIX A
SALARY SCHEDULES**

SALARY PLAN 20 – HOURLY LUNCHROOM EMPLOYEES

	Effective	Effective	Effective	Effective
	7/1/2017	7/1/2018	7/1/2019	7/1/2020
LUNCHROOM ATTENDANT 002770-01 - 1st year	\$ 12.83	\$ 13.28	\$ 13.61	\$14.02
LUNCHROOM ATTENDANCE 002770-04 - 2nd year and after	\$ 13.45	\$ 13.92	\$ 14.27	\$14.70
SALAD MAKER 002745	\$ 14.11	\$ 14.61	\$ 14.97	\$15.42
LUNCHROOM CASHIER 002774	\$ 14.63	\$ 15.14	\$ 15.52	\$15.99
PORTER 002795	\$ 14.30	\$ 14.81	\$ 15.18	\$15.64
COOK 002742 (COOK III)	\$ 14.63	\$ 15.14	\$ 15.52	\$15.99
COOK 002743 (PASTRY)	\$ 15.59	\$ 16.14	\$ 16.54	\$17.04
COOK 002741 (COOK II)	\$ 16.64	\$ 17.22	\$ 17.65	\$18.18
COOK 002740 (COOK I)	\$ 18.36	\$ 19.00	\$ 19.48	\$20.06
ASSOCIATE LUNCHROOM MANAGER I 002761	\$ 18.36	\$ 19.00	\$ 19.48	\$20.06
ASSOCIATE LUNCHROOM MANAGER II 002762	\$ 16.64	\$ 17.22	\$ 17.65	\$18.18
ASSOCIATE LUNCHROOM MANAGER III 002763	\$ 14.63	\$ 15.14	\$ 15.52	\$15.99

APPENDIX B
GUIDELINES FOR BINDING ARBITRATION
FOR NON-CERTIFICATED DISCHARGES

1. The following process is applicable to non-certificated, union-represented personnel.
2. The grievance procedure, including binding arbitration as provided for in Article 9 of this Agreement, will be adopted in BOARD policy and will not be changed without prior negotiations with and agreement of impacted unions.
3. Discharge arbitrations will be rotated among the following arbitrators:
 - A. Steven Bierig
 - B. Robert McAllister
 - C. Peter Myers
 - D. Steven Briggs
 - E. John C. Fletcher
 - F. Gerald Berendt
 - G. Daniel Nielsen
 - H. Jeanne Vonhof

APPENDIX C

EMPLOYEE BENEFITS

If, as a result of the collective bargaining agreement between the Chicago Teachers Union and the BOARD, there are modifications regarding health insurance in addition to or different from those agreed to with UNITE HERE, any such additions or modifications shall be applicable to the employees represented by the UNION, as appropriate, excluding eligibility requirements and employee portion of the health insurance premiums. The parties agree to confer regarding the timing, amount and implementation of any additions or modifications under this paragraph prior to implementing any such additions or modifications

Employee Health Care Contributions*

Effective January 1, 2019

	HMO	PPO	HSA
Single	2.1%	3.0%	0.00%
Employee +1	2.28%	3.25%	1.00%
Family	2.50%	3.5%	2.0%

Effective January 1, 2020

	HMO	PPO	HSA
Single	2.0%	2.2%	0.00%
Employee +1	2.2%	2.5%	1.0%
Family	2.5%	2.8%	1.9%

Effective January 1, 2021**

	HMO	PPO	HSA
Single	2.0%	2.2%	0.00%
Employee +1	2.2%	2.5%	1.0%
Family	2.50%	2.8%	1.9%

* All Percentages are percent of base salary

** Pursuant to Memorandum of Agreement to June 30, 2021

I. MEDICAL BENEFIT**A. HEALTH CARE PLAN DESIGN**

EMPLOYER CONTRIBUTIONS (H.S.A only)			
	HMO	PPO	H.S.A.
Single Employee +1* Family	NA	NA	\$600 \$1,500 \$2,000
*Employer contributions to H.S.A. are not forfeited. Employee has option of making pre-tax contributions to certain limits determined by IRS. The 2020 employee contributions maximums are: Employee Only Coverage: \$3,550 Employee +1 and Family: \$7,100			
HEALTHCARE DEDUCTIBLES			
In Network	None	\$600/\$1,800/\$1,800	\$2,000/\$4,000/\$4,000
Single/+1/Family		\$1,200/\$3,600/\$3,600	\$4,000/\$8,000/\$8,000
Out of Network			
Single/+1/Family			
ANNUAL OUT OF POCKET MAX*			
In Network Annual	\$1,500/\$3,000/\$3,000	\$2,700/\$5,200/\$5,200	\$4,000/\$8,000/\$8,000**
Out of Network		\$5,400/\$10,800/\$10,800	\$8,000/\$16,000/\$16,000
Annual			**
*NB: Out of pocket maximums include medical co-pays but exclude any payment for drugs, vision, prosthetics or DME. **HSAs annual out of pocket maximum are established by regulation and may vary year to year			
LIFE TIME MAXIMUM COVERAGE LIMITS			
In Network	None	None	None
Out of Network			
CO-PAYS AN CO-INSURANCE			
Physician's Office (Condition-related visits) *			
	100% \$30 Reg, \$45 Splst, \$30 Urgent	In: 80%/25, \$40, \$25 Out: 50%/\$25, \$40, \$25	In: 80% aft. ded. Out: 50% aft. ded.
*These are for visits that are other than preventive i.e., when a member is unwell or seeking condition-related care			
Preventive (Well visits for physicals and screenings include Mammograms, PSA etc.)			
	100% No co-pay	100% No co-pay	100% No co-pay
Procedure, Therapy and Surgical Pre-Certification Requirements			
	Generally no pre-cert; referral by primary but determined by vendor	Required pre-cert; failure results in 50% additional co-insurance up to \$1,000 or coverage denial of unnecessary procedures	Required pre-cert; failure results in 50% additional co-insurance up to \$1,000 or coverage denial of unnecessary procedures
In-Patient Hospital			
	100%	In: \$100	In: 80% aft.

	\$275 co-pay	deductible per admission and 80% aft. ded. Out: \$100 deductible per admission and 50% aft. ded.	ded. Out: 50% aft. ded.
In-Patient Doctor Visits			
	Included in in-patient	Included in in-patient	Included in in-patient
Hospital Out-patient			
	100% aft. \$225 co-pay	In: 80% aft. ded. Out: 50% aft. ded.	In: 80% aft. ded. Out: 50% aft. ded.
Maternity Doctor Visits (OB-GYN) Same as Specialist Dr. Visits			
Pre-natal/Post-natal			
	100%/\$45 co-pay	In: 100%/\$40 co-pay Out: 50% aft. ded.	In: 80% aft. ded. Out: 50% aft. ded.
Maternity – In – Hospital (Same as In-patient Cost Share)			
	\$100% \$275 co-pay	In: 80% aft. ded. Out: 50% aft. ded.	In: 80% aft. ded. Out: 50% aft. ded.
Emergency Room			
	100%/\$200 co-pay	100%/\$200 co-pay	In: 80% aft. ded. Out: 80% aft. ded.
Ambulance			
	100% (Ground transportation only)	100% aft. ded.	100% aft. ded.
Mental Health/Substance Abuse			
In-patient			
Out-Patient			
	<u>In-patient</u> 100%/\$275 co-pay <u>Out-patient</u> 100%/\$20 co-pay	<u>In-patient</u> In Network: 80% aft. ded. Out Network: 50% aft. ded. <u>Out-patient</u> In Network: 100% after \$25 regular co-pay/ Out Network: 80% after \$25 regular co-pay	<u>In-patient</u> 100% aft. ded./80% aft. ded. <u>Out-patient</u> 100% aft. ded./ 50% aft. ded.
Vision			
	One eye exam per year \$15 co-pay + discounts for eyeglasses and contact lenses		
OT/PT			

	100% for visits per Dr. Judgment plus \$30 co-pay per visit. Up to 60 visits	In: 100% after deductible/\$30 co-pay up to 60 visits Out: 80% after deduction up to 60 visits	In: 100% aft ded., then \$30 co-pay up to 60 visits Out: 80% after deductible up to 60 visits
*60 visit cap is per calendar year			
Chiropractic (Same as Specialty Dr. Visit, condition-related)			
	100%/\$45 co-pay	In: 100% after deductible/\$30 co-pay up to 30 visits Out: 80% after deductible. Up to 30 visits	In: 100% after deductible. Up to 30 visits. Out: 80% after deductible then \$30 co-pay up to 30 visits
*30 visit cap is per calendar year			
Skilled Nursing Facility (In-patient/non-custodial)			
	100%	In: 80% aft. ded. Out: 50% aft. ded.	In: 80% aft. ded. Out: 50% aft. ded.
*NB: There is a 60 calendar day limit on skilled nursing facilities.			
Coordinated Home Care			
	100% No co-pay	NA	NA
Prosthetic/Equipment			
	100%	In: 80% aft. ded. Out: 50% aft. ded.	In: 80% aft. ded. Out: 50% aft. ded.
Rx			
	<p>In: Advance formulary program (generic required except where medically necessary) After \$75 separate Rx deductible is satisfied members: Retail: \$10 generic /\$40 brand formulary/\$55 Brand Non-formular/\$95 specialty</p> <p>*Mail order (Generally 90-day Supply): \$20 generic/\$90 brand formulary/\$120 brand non-formula/\$200 specialty</p> <p>Covered prescriptions purchased at a non-participating pharmacy will be reimbursed at 60% of the generic drug cost. The plan will also only pay 60% of the generic drug cost if a brand-name drug is issued when a generic drug is available.</p> <p>Submit paper claim forms to: CVS Caremark P.O. Box 52136 Phoenix, Arizona 85072-2136</p>		In: 80% Out: 80%

NOTE: This comparison chart is a brief description of CPS's Plan as of January 1, 2020

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. **CLINICAL and PRE-AUTHORIZATION for PPO and PPO with HSA PLANS.** Pre-authorization required failure can result in 50% additional co-insurance charge up to \$1,000 plus the co-insurance that is applicable to the service. Benefits can be further reduced or denied completely if it is determined that treatment or admission is not medically necessary. 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 WCC'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 continue to offer employee-paid vision plan with the following features and contributions.
Employee: 100% contributory at rates determined by plan provider
Employee plus one: 100% contributory at rates determined by plan provider
Employee plus family: 100% contributory at rates determined by plan provider
In addition, there will frame and contact lens allowance every calendar year as provided in the vendor renewal agreement.
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 soot 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. **ADDITIONAL 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 8:00a.m. to 6:00p.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.
- F. **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 Preferred Provider Option (PPO) or Health Maintenance Organization (HMO) Dental Plan.

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

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

Plan Design:

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

Employee Contributions:

PPO

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

HMO

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

III. FLEXIBLE SPENDING ACCOUNTS ("FSAs")

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

Medical Reimbursement Account - to be used for FSA eligible expenses not covered by the employee's medical or dental plan, such as co-pays, deductible, 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.

APPENDIX D

Me-Too Clause - Wages

If, as a result of the successor collective bargaining agreement between the Chicago Teachers Union and the BOARD, PSRP members of the Chicago Teachers Union bargaining unit receive an across-the-board percentage increase in their regular base rate of pay in any contract year in excess of those provided in this agreement for such year, Unite Here, Local 1, shall receive the same percentage increase. The parties agree to confer regarding the timing, amount and implementation of any adjustment under this Section prior to such adjustment being paid or granted.

APPENDIX E

Side letter on Shop Stewards

The BOARD and the UNION agree to work together to find the most efficient means of implementing the Shop Steward system contained in Article 13 of the Collective Bargaining Agreement (CBA).

The BOARD commits to having the Chief Labor Relations Officer for the BOARD OF EDUCATION, or officer of an equivalent position, oversee and implement the BOARD commitments in this CBA.

The UNION maintains the right to name and train as many Shop Stewards as it believes are necessary within the bargaining unit. However, it will over the course of the CBA name and train no more than fifteen (15) Regional Shop Stewards at anyone time.

Shop Stewards shall have the ability to perform the duties outlined in Article 13 for their individual school.

Regional Shop Stewards shall have the ability to perform the duties outlined in Article 13 for all schools within their name geographic region.

- While performing their duties during working hours, such work shall not put the employee into an overtime situation.
- While scheduling meetings, investigations, grievance hearings or disciplinary meetings, the Principal involved and Regional Shop Steward shall schedule such meetings at mutually convenient times.

Principals shall be issued, by the BOARD, with a list of the Shop Stewards for their individual schools and Regional Shop Stewards for their individual regions. When there is a school-based pre-disciplinary meeting, disciplinary meeting, or I st step grievance hearing, the principal shall contact the Regional Shop Steward to schedule such meeting at a mutually convenient time and location.

The BOARD and UNION agree to discuss this structure in twenty-four (24) months from the date of ratification in order to determine if this process has been successful at resolving grievances at the lowest possible level.

APPENDIX F

Travel and Work-Related Expense Reimbursement Policy

This policy applies to all Chicago Public Schools (“CPS”) employees and the members of the Board of Education as indicated below. If reimbursement will come from a grant fund, employees are the follow the specific grant policy.

I. Definitions

- A. “Travel expense” is defined as any expenditure directly incident to official travel by employees and officers of the Board or at the Board involving reimbursement to travelers or direct payment by the Board of private agencies providing transportation or related services.
- B. “Entertainment” is defined as any activity inclusive of, but not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.
- C. “Non-Reimbursable” is defined as an expenditure not allowable for employee reimbursement because the item(s) have been deemed as inappropriate or required to be purchased through the CPS Procurement process.
- D. “Reimbursable” is defined as an allowable expenditure which is not required to be purchased through the CPS Procurement process.

II. Travel Expenses

A. Travel Expenses

Employees and officers may incur and be reimbursed for travel expenses related to official Board business only. Official Board business includes:

1. Delivery of legislative testimony
2. Lobbying on behalf of the Board
3. As a requirement for grant funding
4. Presentations on behalf of the Board
5. Participation in legal proceedings as determined or requested by the General Counsel
6. Recruitment of personnel on behalf of the Board
7. Meeting with bond rating agencies and other regulatory bodies
8. Business meetings with non-local vendors

9. Travel is permissible to attend conferences, meetings, seminars, or training sessions where:
 - a. The topic is of critical interest to the Board
 - b. Representation at the conference is in the interest of the Board; or
 - c. The topic is related to an employee's professional development or job duties

B. Maximum Travel Expenses

Employees shall make every effort to ensure that travel expenses are the most economical available. Travel expenses for official business may be approved by the following managers and in the following amounts:

1. Department heads, network chiefs and principals may approve the following types and amounts for travel expenses and for reimbursement:
 - a. Up to 100% of the United States General Services Administration (GSA) per diem rate for meals
 - b. Up to 100% of the Internal Revenue Service Mileage Reimbursement Rate for use of personal vehicles.
 - c. Up to 100% of parking costs provided that there shall be no reimbursement for parking a personal vehicle for coming to and from work except in special circumstances where personal vehicle is needed to conduct official business for a portion of the work day.
 - d. Up to 125% of the GSA Rate for lodging, rental cars, and airfare;
 - e. The actual cost of taxi (or similar car for hire, e.g., Uber, Lyft etc.) plus up to 20% gratuity or other ground transportation (e.g., bus, train etc.)
2. The CEO or designee may approve up to 200% of the GSA rate for meals, lodging, rental care fare and airfare provided that any such approvals are reported to the Chicago Board of Education in the month following their approval.
3. The Board may approve payment of or reimbursement for travel expenses for meals, lodging, rental car fare and air fare that exceed the maximum amounts set forth in paragraph Section II.B.2. Such approval must be by a roll-call vote of the Chicago Board of Education in an open meeting.

C. Standardized Form and Minimum Documentation for Travel Expenses.

1. The CEO or designee shall establish a standardized form for submission of travel, meal and lodging expenses for payment or reimbursement. The form may be in an electronic format and shall include the following:
 - a. An estimate of the cost of travel, meals or lodging if expenses have not been incurred or a receipt of the cost of travel, meals or lodging if the expense have already been incurred;

- b. The name of the individual who received or is requesting the travel, meal or lodging expense;
 - c. The job title or office of the individual who received or is requesting the travel, meal or lodging expense; and
 - d. The date or dates and nature of the official business in which the travel, meal or lodging expense was or will be expended.
2. Minimum documentation. All travel expense payment or reimbursement requests from employees or Board members shall be submitted in the standardized form and shall be accompanied by receipts and any written cost estimates.

III. Other Work-Related Expenses

A. Reimbursable Work-related Expenses

1. Employees may be reimbursed for reasonable and necessary work-related expenses except as provided in Section III.B.
2. The CEO or designee may from time to time freeze or restrict types or categories of reimbursable work-related expenses.

B. Non-reimbursable expenses

The following expenses shall not be reimbursed, regardless of whether they are work-related or related to travel for official business:

1. Gifts/Gift Cards/Flowers/Floral Arrangements/Plants/Decorations
2. Alcoholic Beverages/Tobacco Products/Controlled Substances
3. Entertainment Expenses
4. Personal Items
5. Sponsorships/Donations
6. Appliances (e.g., microwaves, refrigerators, coffee makers)
7. Kitchen Textiles (e.g., napkins, cups, utensils used in break rooms)
8. Office Décor Items
9. Traffic Citations/Parking Violations/Fines and Penalties
10. Parking/Travel to and from Work (except in special circumstances where personal vehicle is needed to conduct official business for a portion of the work day.)
11. Car Washes
12. Cash Advances/Wire Transfers/Money Orders

13. Capital Equipment/Construction
14. Software and Related Licensing Agreements
15. Professional or Trade Licenses Required for Employment
16. Furniture
17. Textbooks
18. Computers, TV's, iPads, Laptops, Printers, and other electronic equipment
19. Any other item(s) deemed inappropriate/unnecessary for conducting CPS business or required to be purchased through the CPS Procurement process

IV. Employee Travel and Work-related Expense Manual

The CEO or designee shall promulgate, and from time to time may alter or amend, an Employee Travel and Work Related Expense Manual that shall contain rules, guidelines, and procedures for travel and work-related expense reimbursement. At a minimum, the manual shall address the following:

- A. Procedures for approval of employee travel and work-related expenses.
- B. Audits of employees travel and work-related expenses, including audits of the approval process.
- C. Reconciliation with Grant expense reimbursement procedures.
- D. General Travel and work-related expense guidelines, including areas in which CEO may exercise discretionary authority.

V. Travel and Work-related Expenses Reimbursement for Board Members

- A. This policy also applies to Board members and Board staff.
- B. Board members shall submit request for travel and work-related expenses to the Board for a roll call vote in an open meeting.

VI. Effective Date

This policy shall apply to travel and work-related expenses incurred on or after July 1, 2017.

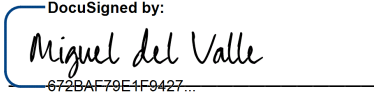
Signature: _____

Print Name: Karen Kent, President, UNITE HERE Local No. 1

Date: _____

Attest:

Board Report No.: 19-0327-EX5

Signature:  _____
672BAF79E1F9427...

Print Name: Miguel del Valle, Board President

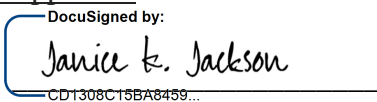
Date: December 18, 2020

Signature:  _____
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Print Name: Estela Beltran, Board Secretary

Date: December 18, 2020

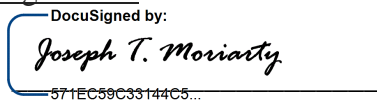
Reviewed and Approved:

Signature:  DocuSigned by:
Janice K. Jackson
CD1308C15BA8459...

Print Name: Janice J. Jackson, Chief Executive Officer

Date: December 18, 2020

Approved as Legal Form: 

Signature:  DocuSigned by:
Joseph T. Moriarty
571EC59C33144C5...

Print Name: Joseph T. Moriarty, General Counsel

Date: December 18, 2020