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AGREEMENT

BETWEEN

CHICAGO BOARD OF EDUCATION

AND THE

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL NO. 73, AFL-CIO

I & II

July 1, 2003 - June 30, 2007

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AGREEMENT
BETWEEN
CHICAGO BOARD OF EDUCATION
AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 73, AFL-CIO

Agreement made and entered into on December __, 2003, by and between the Chicago Board of Education (hereinafter referred to as the "BOARD") and the Service Employees International Union Local 73, AFL-CIO, (hereinafter referred to as the "UNION").

PREAMBLE

The BOARD and the UNION recognize that they have a common responsibility to work together toward the achievement of quality education. The attainment of this objective requires mutual cooperation between both parties and all members of staff.

It is recognized by the parties that the success of the educational program depends on the maximum utilization of support staff who are always cooperatively working for the maximum achievement of effective program of education.

It is the intent that this joint effort will contribute in significant measure to the advancement of public education in the City of Chicago.

It is the intent of both parties that all discussions and conferences growing out of this Agreement be in an atmosphere of good faith, confidence, and mutual respect.

The UNION also agrees to work cooperatively with the BOARD to insure equal employment opportunities in all aspects of the BOARD's personnel policies.

ARTICLE I - RECOGNITION

1. **Unit I:** The BOARD recognizes the UNION as the sole and exclusive bargaining representative for the following job title classifications, exclusive of those positions determined to be confidential by the BOARD at any time: School Security Officer [School Monitor Trainee] (0480); Material Inspector (1535); Stockhandler (1805); Storekeeper (1811); Senior Storekeeper (1813); Principal Storekeeper (1815); School Matron (2610); Child Welfare Attendant ("CWA")

(3608); Head Welfare Attendant (3609); Custodial Worker (4223); Factor Custodial Worker (4224); Watchman(4265); Piano Tuner (6788); Foreman-Piano Tuner (6789); Emergency Control Operator (7105); Playground Attendant (7805); Head Playground Attendant (7806); Playground Laborer (7862); School Bus Aide ("SBA") (2533); Security Aide (2983); Custodial Worker Assistant (4245); Special Education Classroom Assistant ("SECA") (0464); Transportation Assignment Clerk (7135); Parent Worker – School Security Aide, Parent Worker – Bus Monitor, Parent Worker – School Security Officer, Parent Worker – Childrens Welfare Attendant. To the extent that a parent worker is performing duties outside one of the foregoing classifications, the BOARD will establish a parent worker job classification that corresponds to the full-time classification.

Unit II: The BOARD recognizes the UNION as the sole and exclusive bargaining representative for the following job title classifications, exclusive of those positions determined to be confidential by the BOARD at any time (Unit II): Clerk Trainee (402); Junior Clerk (401); Typist (834); Accounting Clerk (145); Senior Microfilm Machine Operator (637); Computer Console Operator (660); Film Distributor (973); Film Inspector (974); School Health Aide (3607); Senior Clerk (403); Record Clerk (408); Key punch Operator (616); Data Output Handler (633); Senior Multilith Operator (658); Senior Stenographer (823); Varitype Operator (841); Stockhandler (1805); Remote Terminal Operator (669); School Security Aide (2983); Principal Clerk (421); Typist-Bilingual (838).

1-1. Any new titles created where no substantial change in job duties occurs, shall remain a part of the UNION's bargaining unit.

1-1.1. For the purpose of this Section, 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. The BOARD shall 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.

1-1.2. Full-time employees shall be defined as employees working seven (7) or more hours per day for at least 9.75 months.

1-1.3. Part-time employees shall be defined as employees working four (4) or more hours per day for at least 9.75 months. Part-time employees shall receive pro-rated benefits in proportion to their work day and work year.

1-1.4. Parent workers will be placed in position titles/codes which are designated thirty-nine (39) weeks. All current parent workers will be "grandfathered" into the job titles with regard to any minimum educational qualifications. This shall not extend to any federal or state mandates including criminal and/or medical background checks.

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.

1-2.1. 2003 Amendatory Act. The inclusion in this collective bargaining Agreement of any provision that is a permissive subject of bargaining or a provision which was otherwise affected by virtue of the 2003 Amendatory Act to the Illinois School Code and other statutes and, specifically, 115 ILCS 5./4.5 of the Illinois Educational Labor Relations Act shall not be deemed in any way as a waiver, concession or compromise of the BOARD's or UNION's rights under said Act, including the right during the term of this Agreement to request to bargain such provision or to invoke the impasse resolution mechanism in 115 ILCS 5/12(b) of the Illinois Educational Labor Relations Act.

1-2.2. Nothing contained in this Agreement shall be construed to deny to any bargaining unit member or to the BOARD the right to resort to legal proceedings. No decision on or adjustment of grievance shall be contrary to any provision of this Agreement.

1-2.3. 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.

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

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

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

1-3.3. The BOARD, upon receipt of a payroll deduction authorization card signed by the bargaining unit member, shall deduct from the wages of such employee the amount specified on the card as a regular contribution to SEIU COPE. The BOARD will regularly remit such sums deducted for that purpose to the UNION. The employee at any time may revoke in writing his/her authorization of the SEIU COPE payroll deduction. The UNION shall indemnify, defend and hold the BOARD harmless against any claim, demand, suit, or liability arising from any action taken by the BOARD in complying with this Article.

1-4. Fair Share

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

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

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

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

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

f) The UNION shall distribute the notice described in subsection d) by: 1) posting it and the Union Internal Review Procedure, and 2) providing union representatives and stewards with copies of the notice for distribution to employees identified pursuant to subsection c), and 3) publishing the appeal procedure.

g) A copy of the Union Internal Appeal Procedure culminating in arbitration of any objector's claims shall be supplied to the BOARD. The UNION shall advise the BOARD of any subsequent change therein.

h) Upon the UNION's receipt of notice of an objector's invocation of either procedure described above, the UNION shall deposit in an escrow account, separate from all other UNION funds, the amount of fee payments received on behalf of an objector or objectors that is fairly placed at issue by the objection(s) but not less than thirty-three percent (33%) of the fair share fee. The UNION shall furnish objectors and the BOARD with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.

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

j) If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the UNION, the UNION shall promptly adopt said determination and notify the BOARD to reduce deductions from the earnings of non-members to said prescribed amount.

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

l) The rights of non-association of employees based upon bona fide religious tenets or teaching of a church or religious body of which such employees are members are safeguarded. Such employees shall pay an amount equal to their proportionate share determined under a proportionate share agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the exclusive representative to which such employees would otherwise pay such fee. If the affected employees and the exclusive representative are unable to reach an agreement on the

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

1-5. Effective October 1, 1990, and every month thereafter, the BOARD will furnish the UNION, with the name, job title, and work location of any new employee who becomes a member of the bargaining unit pursuant to Article 1-1 of this Agreement.

1-5.1. The BOARD agrees to furnish the UNION with the name, address, city, state, zip code, job title and work location of all bargaining unit employees on a semi-annual basis.

1-6. The UNION shall be allocated "Bulletin Board" space in each department or school, in a place readily accessible to and normally frequented by members of the bargaining unit, to post only official notices and other official materials related to UNION activities. This paragraph does not require the principal or engineer to purchase a Bulletin Board. The UNION steward and his/her designee shall have the responsibility for posting all official UNION materials typed or written under UNION letterhead in the department or school. The UNION shall have the right to place said materials in the mailboxes of bargaining unit members. Each bargaining unit title shall have a mailbox so designated in their department or school, to the extent possible.

1-7. The BOARD will furnish the UNION with job descriptions of all job titles represented by the UNION.

1-8. 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 four (4) shall be granted for any one (1) school year.

1-8.1. Those granted such leaves shall be permitted to pay into the pension fund for time they are on leave, thereby not losing pension/benefit time, if they so choose. It is understood that the BOARD is not obligated by this provision to pay any portion of the employee's pension contribution.

1-8.2. The employee on leave will continue to accrue seniority for salary increments and all other purposes where seniority is a factor, and the absence shall not be construed as a break in service.

ARTICLE 2 - FAIR PRACTICES

2. In accordance with the laws of the United States and the State of Illinois and the established policies and practices of the BOARD and the UNION, there shall be no prohibited discrimination against any bargaining unit member on the basis of race, creed, color, age, sex,

national origin, marital status, sexual orientation, mental or physical handicap or disability, or membership or participation in, or association with, the activities of the UNION.

2-1. 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 work or work location or interfere with the work of another employee without first having obtained the express approval of the immediate supervisor.

2-1.1. On or before September 1st of each year, the UNION shall furnish to the BOARD (through the Office of Labor Relations) the official list of stewards and their current work location.

2-1.2. Any change in stewards shall be reported to the Office of Labor Relations, in writing, as soon as possible after the change has been effected.

2-1.3. The UNION shall, in writing, provide the BOARD with a list of its stewards, their work locations, and areas of responsibility on an annual basis. Whenever changes are made, a new list shall be sent to the BOARD.

2-1.4. A UNION steward is a BOARD employee who is designated pursuant to UNION procedures. The steward's responsibilities shall be determined by the UNION for the purpose of assisting bargaining unit employees from their areas of jurisdiction in processing grievances in accordance with the terms and procedures of this Agreement. The UNION steward or UNION representative shall have reasonable access to all official files and/or records, legally permissible, regarding any bargaining unit employee when so designated by the bargaining unit employee involved.

2-2. The BOARD shall permit each steward a reasonable amount of on duty time to process grievances and consult with the appropriate supervisor and management officials. Bargaining unit employees have the right and shall be given a reasonable amount of time to meet and confer with their designated steward or UNION representative during on duty hours for the purpose of discussing any grievance or complaint or matters affecting their working conditions.

a) Before leaving the work area, the steward shall request permission from his/her immediate supervisor and state where he/she is going. He/she will also estimate how long he/she will be away from the work area and report back when returning to the work area. The bargaining unit employee desiring to see the steward shall request permission from his/her immediate supervisor. The immediate supervisor shall not unreasonably deny such request of the bargaining unit employee.

b) The meeting to discuss the grievance or complaint will be held in private in close proximity to the work area. No discussions will take place in areas that may disrupt the efficient operation of the department in which the cause for the grievance or complaint may have occurred.

c) UNION stewards will be afforded access to a telephone for reasonable official in-house use in the making of appointments and securing information relative to bargaining unit employee grievances or complaints.

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.

2-3. Subject to the safe and efficient operation of the BOARD, consideration will be given to granting vacation time to bargaining unit employees desiring to attend conventions and/or meetings concerning internal UNION matters.

ARTICLE 3 - GRIEVANCE PROCEDURE

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

3-1. Adjustment of Grievances—Local Level.

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

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

3-1.3. Upon receipt of the grievance, the principal or the applicable unit head shall arrange for a conference within five (5) working days after receipt of the grievance. The principal or the applicable unit head shall notify, in writing, each grievant, the UNION and any other parties involved

in the grievance at least two (2) working days prior to the conference and shall provide them with a copy of the grievance.

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

3-2. Third Step: Chief Executive Officer.

3-2.1. If the parties are unable to resolve their differences at the Second Step, within ten (10) working days after receipt of the decision of the principal or the applicable unit head, the grievant or the UNION may advance the grievance and present it to the Chief Executive Officer (through the Office of Labor 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 Labor 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 Labor Relations) within thirty (30) working days following the act or condition which is the basis for the grievance.

3-5. General Grievance Provisions.

3-5.1. The resolution of all grievances shall be in accordance with the procedures which 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 grievants or UNION's request, the grievance shall be considered resolved.

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

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

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

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

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

3-5.7. Following a request to the Office of Labor Relations, the UNION president or his designee may be allowed reasonable, time to investigate a specific grievance of a member of the bargaining unit.

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

ARTICLE 4 - SALARIES

4. All salaries paid for services rendered by all members of the bargaining unit shall be in conformity with the annual salary schedules adopted by the BOARD.

4-1. Effective April 15, 1986, the weekly salary specified in the salary schedule is full compensation for all hours worked each work week, whatever their number.

4-1.1. Effective September 1990, employees in the bargaining unit shall be paid on alternate Fridays with no longer than a one (1) week delay between the end of the pay period and the pay date.

4-1.2. Whenever the extracurricular activity being performed in a school by a bargaining unit employee is discontinued, the bargaining unit employee shall be paid on a prorated basis for time worked.

4-1.3. Effective July 1, 2003, Emergency Control Operators shall be upgraded to Grade 9.

4-1.4. Employees with an AA degree from an accredited educational institution in a bargaining unit title which is subject to NCLB qualifications shall be paid an annual stipend of \$1,000.

4-2. Overtime

4-2.1. Effective April 15, 1986, all salaries paid for overtime services rendered by all members of the bargaining unit shall be in conformity with the annual salary schedules adopted by the BOARD.

4-2.2. Factor custodial workers shall be entitled to the fluctuating rate of pay (half time pursuant to F.L.S.A.) for hours worked on a daily basis in excess of eight (8) up to and including their regularly scheduled factor one (1) through five (5) hours. Any hours worked which exceed the regularly scheduled factor on any given day shall be paid at the rate of time and one-half.

4-2.3. The overtime rate for all custodial workers and watchmen, except as below, shall be time and one-half for all hours worked over forty (40) in a work week.

4-2.4. Watchmen who work on the seventh day of their work week and/or holidays shall be paid double time.

4-2.5. During the term of this Agreement, the BOARD shall use its best efforts to correct problems in the current system with the processing and payment of approved overtime.

4-2.6. Overtime opportunities shall be made available to employees within a school and

within a specific job classification as equitably as possible and rotated on the basis of efficiency ratings and seniority. The least senior employees may be required to work overtime if a sufficient number of senior employees choose not to work.

4-2.7. If employee is working in an after-school activity in his regular job classification, the employee will be paid at the appropriate overtime rate for his/her job classification. If employee is working in an after-school activity in a new job classification different than his/her regular job classification, the employee will be paid at the rate for the new job classification.

4-3. The BOARD and the UNION recognize that increases in wage rates in the pay tables set forth in Appendix A of this Agreement constitute an increase of 4% for Fiscal Years 2004, 2005, 2006 and 2007.

4-4. The parties agree that the 4% increase for Fiscal Year 2007 may be adjusted upward in any such fiscal year depending on the total amount of general fund revenue received by the BOARD in that fiscal year from the following sources (referred to collectively as the “designated revenue sources”): (a) personal property taxes, (b) personal property replacement taxes, (c) general state aid, (d) flat block grant by ADA (school safety and educational improvement block grant), and (e) the general education and educational service block grants. If the BOARD receives an aggregate increase in the designated revenue sources equal to or greater than 7% over the previous fiscal year, the increases in Appendix A will be adjusted upward in accordance with the following table. The parties agree that the following table accurately depicts the aggregate increases in the designated revenue sources and the corresponding adjustments in Appendix A.

Designated Revenue Sources – Percent Increase Over Previous Year	Appendix A Adjustment for FY 2007
Less than 7%	4.0%
Equal to 7% but less than 8%	4.2%
Equal to 8% but less than 9%	4.4%
Equal to 9% but less than 10%	4.6%
Equal to 10% but less than 11%	4.8%
Equal to or more than 11%	5.0%

4-4.1. Any adjustments to the increase of 4% for Fiscal Years 2005, 2006 and 2007 to Appendix A of this Agreement are contingent upon a reasonable expectation by the BOARD of its ability to fund the scheduled increases for FYs 2005, 2006 and 2007. Therefore, any adjustments to the scheduled increases to Appendix A for FYs 2005, 2006 and 2007 shall not be effective until and unless the BOARD adopts a Resolution no later than fifteen (15) calendar days prior to the beginning of each Fiscal Year that it finds there is a reasonable expectation that it will be able to fund such increases for that fiscal year. In the event the BOARD fails to adopt timely such a resolution, the UNION may, by written notice to the BOARD no later than ten calendar days prior to the beginning

of the fiscal year in which the BOARD fails to adopt such Resolution, demand that negotiations begin anew with respect to Appendix A. In the event that said negotiations fail to result in an agreement, the UNION may, on thirty calendar days' written notice, terminate this Agreement and, accordingly, retains whatever lawful rights it otherwise might have under Section 13 of the Illinois Educational Labor Relations Act, including the right to strike.

4-5. Travel Reimbursement Policy. Those employees who are required to travel to different locations other than their assigned work location shall be entitled to reimbursement pursuant to BOARD policy on travel reimbursement.

4-6. Student Transportation Assignment Clerks shall be eligible for reimbursement for their personal telephone costs when used to carry out their job duties. Such employees shall receive reimbursement at a rate of \$60.00 on a bi-weekly basis. No deduction from this reimbursement shall be made for days that Student Transportation Assignment Clerks utilize benefit time.

4-7. Effective July 1, 2004, bargaining unit employees in the classifications of Parent Worker – School Security Aide, Parent Worker – Bus Monitor, Parent Worker – School Security Officer, Parent Worker – Childrens Welfare Attendant shall be paid an hourly rate which is equal to 75% of the Step 1 hourly rate for the corresponding full-time classification.

4-8. The BOARD shall provide a written explanation of a payroll adjustment or change with the salary warrant on which said adjustment or change takes place. The BOARD shall be required to issue pay stubs to members of the bargaining unit that explains any extra salary paid to the member. After being notified by the bargaining unit member of a payroll error; the BOARD shall correct said error immediately. The BOARD shall show step placement on each paycheck by January 2004.

4-9. Effective September 1, 2004 and thereafter, all bargaining unit employees shall be paid their annual salary prorated over 52 weeks in 26 bi-weekly payments. All deductions shall be annualized in accordance with the 52-week payment program through 26 bi-weekly deductions.

4-10. If the BOARD requires an employee to attend a meeting related to the employee's bargaining unit classification, the employee shall be compensated at his appropriate rate for attendance at such meeting.

ARTICLE 5 - SCHEDULING & BENEFITS

5. Regularly appointed Educational Support Personnel who are members of the bargaining unit shall receive the same benefits in the areas of sick days (proportionate to their work year), personal business days, funeral days, insurance coverage, vacation, unused sick days: court attendance, jury duty, and leaves of absence as other Regularly Appointed Educational Support

Personnel serving in schools.

5-1. Regularly Appointed Educational Support Personnel employees promoted to positions within the bargaining unit shall continue to receive the same benefits except sick days, which are proportionate to their work year. Any changes in the benefits enumerated herein will be negotiated with the UNION, provided that any such proposed change must be applicable to all employees of the BOARD.

5-2. All members of the bargaining unit who are probationary or provisional appointments shall receive the same benefits proportionate to their work year in the area of sick days, personal business days, funeral days, insurance coverage, vacation, unused sick days, court attendance, and jury duty as Regularly Appointed Educational Support Personnel. Any changes in the benefits enumerated herein will be negotiated with the UNION, provided that any such proposed change must be applicable to all employees of the BOARD.

5-3. Employees assigned to a forty (40) hour work week may be required to work on Saturdays as part of the regular work week.

5-3.1. Effective the beginning of the 2004-2005 school year, the length of the work day for full-time CWAs shall be eight hours.

5-3.2. Effective the beginning of the 2004-2005 school year, the length of the work day for SECAs shall increase by fifteen minutes.

5-3.3. Except as provided in Sections 5-3.1 and 5-3.2, the BOARD agrees that the reduction in school year and increase in school day effective the beginning of the 2004-2005 school year shall not have an adverse impact on salary or hours of other bargaining unit classifications.

5-4. Duty Free Periods for Members of the bargaining unit who are on duty seven and eight each school day are entitled to a 30-minute lunch period. All members of the bargaining unit shall be scheduled to a 15-minute relief period in the morning and a 15-minutes relief period in the afternoon. Members of the bargaining unit who are assigned to a local school site shall not be required to sign out for lunch unless they are leaving the school building.

5-5. Prior approval by the principal, or his designee or applicable unit head is required before any overtime may be worked.

5-6. Where the BOARD declares a twelve (12) month school year for any or all attendance centers, all employees hired on less than a twelve (12) month basis shall work the full twelve (12) month calendar. Compensation for effected employees shall be adjusted on a pro rata basis. Bargaining unit members assigned to schools that are in session year round shall be eligible for

vacation during the school year.

5-7. To the extent possible, the principal or his/her designee or applicable unit head will give two (2) weeks notice before changing an employee's work schedule. This provision does not apply to unforeseen emergencies.

5-8. Vacation time shall be granted to bargaining-unit employees desiring to attend conventions and/or meetings concerning internal UNION matters, so long as the principal agrees to accommodate the absence in scheduling.

5-9. The BOARD agrees to continue pension pickup as per past practice during the term of this Agreement.

5-10. Notice of BOARD sponsored educational and/or job training programs applicable to members of the bargaining unit shall be posted in each department or school.

5-11. All time an employee spends in any meeting, at the direction of the BOARD, shall be paid for time spent at said meeting.

5-12. When uniforms which are unique to a position are required as a condition of employment, the cost of these uniforms will be borne by the BOARD.

ARTICLE 6 - GENERAL PROVISIONS

6. The Agreement shall be reproduced by the UNION. The UNION shall distribute the Agreement to each person who is or becomes a member of the bargaining unit during its effective term. The BOARD will produce the tentative Agreement and furnish the UNION with fifty (50) copies.

6-1. The BOARD and the UNION agree that no employee of the BOARD shall be punished or rewarded, harassed or be discriminated against in any manner because of his 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 members.

6-2. Notice of Educational Support Personnel examinations shall be posted in each department or school.

6-3. On or before November 1, 1987, a joint BOARD-UNION committee shall be established to study problems related to the asbestos abatement program in the Chicago Public Schools. Said committee shall make recommendations to the Chief Executive Officer concerning suggested content of employee in-service training programs for safe asbestos management and shall

investigate the feasibility of medical testing for members of the bargaining unit. UNION shall select up to two (2) members to serve on this committee.

6-4. It is agreed and understood that for safety and security reasons, the principal will designate a 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.

6-5. So that educational programs may operate successfully, notwithstanding any other provision in this Agreement to the contrary, it is understood that each attendance center, and all employees covered by this Agreement, shall be subject to the general supervision of the principal.

6-5.1. The term "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.

6-6. It is agreed that the parties will form a Labor-Management Committee composed of representatives of Asset Management and the UNION, which Committee will meet during the first year of the 1993-95 Agreement for the purpose of developing the specifics of a training program for newly-hired custodians in the bargaining unit. The Committee will determine the length of the program, the specific areas of training to be covered, and the method of evaluation of the participants in the program.

6-6.1. Upon implementation of the aforementioned program, all newly-hired custodians who participate in the program will receive a special training rate equivalent to two-thirds (2/3) of the applicable starting rate for custodians for the time spent in the program. Following successful completion of the program, custodians will receive their full rate.

6-6.2. The BOARD and UNION agree to continue their discussions regarding the UNION's proposals on upgrades and the Employee Discipline Code during negotiations for the 2003-2007 Agreement in Labor-Management Committee.

6-7. Job Descriptions

6-7.1. No later than August 31, 1996, the BOARD shall furnish all members of the bargaining unit with an official written job description. When an employee's duties and responsibilities change, he/she shall receive an addendum to, or a re-description of, the initial job description. The BOARD may utilize the services of the UNION Steward in conjunction with the immediate supervisor to assure that bargaining-unit employees receive copies of job descriptions and changes. After the job descriptions are completed, each employee in any pay status will receive a copy of his/her job description. New hires will also receive copies of their job descriptions.

6-7.2. Job descriptions for all bargaining-unit members may be reviewed at least once every three (3) years or at a time of a significant change in the duties and responsibilities.

6-7.3. The phrase "related work as required" as used in job descriptions means duties related to the basic job. This phrase will not be used to regularly assign work to any bargaining-unit employee which is not reasonably related to the bargaining-unit employee's job description.

6-7.4. To the extent job descriptions exist and are current and are not subject to the reclassification process, the BOARD will make every effort to promptly tender them to the UNION.

6-8. The BOARD shall not require bargaining-unit employees to work in a higher paid job classification for an unreasonable amount of time without receipt of appropriate compensation for such work. During the term of this Agreement, the BOARD shall not have non-bargaining unit employees perform work of bargaining unit employees in any significant amounts.

6-8.1. If, for any reason, bargaining-unit employees are directed or permitted to perform work in a higher paid classification for more than an insubstantial amount of time, the bargaining-unit employees shall be paid the higher rate until such time that they are returned to their regular duties. An example of substantial time is a person who works out of classification an hour and a half a day for five (5) days.

6-9. All vacancies shall be filled by the principal. To the extent the principal determines, preference shall be given for summer employment to Educational Support Personnel who are members of the bargaining unit and are employed for less than twelve (12) calendar months, if such members exist.

6-10. Professional Development Days for School Based and Region Office Bargaining Unit Employees. Commencing in the 1999-2000 school year and thereafter, a total of five (5) days shall be established by the BOARD for the purposes of staff development, meetings, conferences and other activities as determined at the local school and region office.

It is agreed and understood that certain classifications of employees, included but not limited to children's welfare attendants, head children's welfare attendants, transportation assignment clerks, bus aides, security officers and security aides, school health aides, school matrons and all clerical positions in schools and region offices with schedule conflicts caused by summer school or special programs based on programmatic needs, may require alternative staff development programs. Such programs shall be determined at the local school or region office following discussion between the principal or region administrator and the staff members requiring such alternative programs.

6-11. The BOARD and the UNION agree to form a Committee composed of equal representatives to research and formulate recommendations to the parties on the following topics:

“career ladder” opportunities designed to facilitate the ability of bargaining unit employees to attain positions in higher rated classifications, and training opportunities in new technologies required to perform designated job responsibilities.

6-12. It is the objective of the BOARD that bargaining unit members be provided, to the extent possible, with off-street parking for their automobiles adjacent to the school.

6-13. An employee who is required to participate in the administration of medications under BOARD Policy regarding Administration of Medication During School Hours (704.2) shall be protected from suit in accordance with Section 34-18.1 of the Illinois School Code [105 ILCS 5/34-18.1].

6-14. The BOARD shall notify Local 73 of any change in status of a school participating in the CPS-CTU Partnership on low performing schools or any change in status of a school subject to BOARD action under Board Policy regarding Closing and Consolidation of Schools (410.4).

6-15. A joint BOARD-UNION committee shall be established to discuss the year-round education program and to make recommendations concerning the resolution of issues encountered in payroll, use of benefit days, and other areas that affect bargaining unit employees working in schools with school calendars in excess of 40-weeks. Membership on the committee shall be limited to five from the BOARD and five from the UNION. The committee shall submit its recommendations to the Chief Executive Officer and President of the UNION by December 1, 2003 unless mutually extended by the parties. Implementation of said recommendations shall be made by February 1, 2004 unless mutually extended by the parties.

6-16. Subject to state and federal privacy laws, CWAs, SECAs and SBAs shall be advised of information contained in a student’s IEP that is necessary for the CWA, SECA or SBA to meet the needs of the student in the performance of his/her job duties. Any disputes over a CWA’s, SECA’s or SBA’s entitlement to such information shall be resolved by the Principal.

6-17. The BOARD agrees that it will reimburse a special education classroom assistant for the cost of the test required by No Child Left Behind, provided the employee submits written verification of passage of such test.

6-18. On 24 hours’ notice to the principal of the school, the UNION shall have the right to schedule meetings in the building before or after regular duty hours and during lunch time of bargaining unit members involved in matters concerning their employment, the provisions of this Agreement, and for the conduct of UNION business, provided said meeting does not interfere with school events or activities previously scheduled prior to the 24-hour notification given to the principal by the UNION. Where such meetings are held outside of the operating hours of that school, the UNION shall pay the additional costs.

6-19. When the performance of a bargaining unit member is considered unsatisfactory, the following procedures shall take place:

The principal or unit administrator notifies the employee in writing stating the reasons for the unsatisfactory rating and offer positive suggestions and assistance to the employee for improving its services to the BOARD. This notification is given to the affected employee in a private conference and a copy of the performance evaluation shall be sent to the director of personnel services and staffing.

After 30 school days following the issuance of the notification of unsatisfactory job performance and the employee performance remains unsatisfactory, the principal or unit administrator shall again notify the director of personnel services and staffing about the unsatisfactory performance. A copy of said notice shall be tendered to the affected employee.

If the principal or unit administrator believes that the performance of the bargaining unit member remains unsatisfactory a conference shall be conducted with the employee, the principal and the director of personnel services and staffing or his/her designee. The UNION may be present at the conference.

6-20. Members of the bargaining unit with children enrolled in the Chicago Public Schools shall be provided two hours of excused time to participate in their child's report card pickup without penalty or loss of benefits. Bargaining unit members shall be responsible for notifying the principal or unit administrator at least two days in advance prior to the date of report pickup.

6-21. The most senior person shall fill any educational support personnel positions established in summer programs.

6-22. The BOARD's residency policy shall be applicable to all members of the bargaining unit who were continuously employed by the BOARD on or after November 20, 1996. If residency within the city limits was not required at the time of the employees' employment, it shall not be imposed as a condition of employment at a later date to determine compensation, retention, promotion, assignment, or transfer.

ARTICLE 7 - LAYOFF/RECALL

7. When Regularly Appointed Educational Support Personnel who are members of the bargaining unit are to be laid off, such layoffs shall be made according to length of continuous Regularly Appointed service in that job title in the Chicago public schools.

7-1. For employees on leaves of absence, paid or unpaid for up to three (3) months, such absence shall not be construed as a break in "continuous service" as defined by this Agreement

and/or any applicable BOARD rule. The provisions of the Family and Medical Leave Act shall govern the accrual of seniority, as applicable, during leaves of absence.

7-1.1. The names of laid off Regularly Appointed Educational Support Personnel who are members of the bargaining unit shall be placed on appropriate layoff lists. All other things being equal, said laid off Educational Support Personnel who are members of the bargaining unit shall be granted preference for reappointment.

7-2. It is agreed and understood that, except in the case of a resignation, all time spent working by a probationary employee pursuant to an appointment from an eligibility list, or reappointment as the case may be, whether continuous or not, shall be counted toward the completion of the probationary period.

7-2.1. Seniority lists of bargaining unit employees with original date of hire, and adjusted date of hire, where applicable, shall be maintained by the BOARD and copies of such lists sent to the President of the UNION on an annual basis and when requested coincidentally with any activity involving seniority of bargaining unit employees.

7-2.2. Where bargaining unit employees have the same seniority date, such ties for the above stated list shall be ranked in favor of.:

a) The employees appointed 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 in favor of the employee serving in any employer classification the longer calendar period.

c) If provision b) results in a tie, then the dates shall be adjusted in favor of the employee whose last four (4) numbers of his/her social security number is the greater.

7-2.3. All seniority lists which are currently in existence on the effective date of this Agreement shall be deemed to be true and correct. In the event that the BOARD and the UNION do not maintain an agreed upon seniority list as of the effective date of this Agreement, the UNION will submit to the BOARD's Office of Labor Relations a seniority list which will be accepted by the BOARD as true and correct unless the BOARD raises any objections to said list within thirty (30) days of its submission by the UNION. Any disputes regarding the seniority list shall be subject to the grievance procedures of this Agreement.

7-2.4. Seniority lists will be updated on an annual basis by the BOARD. Upon receipt of the updated seniority list, the UNION shall have thirty (30) days within which to bring any errors or objections to the list to the BOARD's attention, or said list shall become final and binding upon the parties.

7-2.5. Bumping rights are governed by the BOARD Policy on ESP layoffs.

7-3. The position of custodial worker assistant is eliminated. Seniority rights of affected employees shall be retained.

7-3.1. Employees currently holding a position as custodial worker assistant will be offered an opportunity to become a custodial worker. Custodial worker assistants not able to perform the duties of a custodial worker for legitimate reasons shall continue at their present salary levels except for general salary increases.

7-3.2. Elimination of all custodial worker assistants not able to perform the duties of custodial worker" for legitimate reasons shall occur through attrition. These persons shall continue at their present salary levels, except for general wage increases.

7-4. In the event a principal or unit administrator reopens a security aide position funded through local discretionary funds within 60 days of closing the position, the principal shall first offer the position to the employee who previously held the position at the school.

7-5. When there is an impending layoff with respect to any employee in the bargaining unit, the BOARD shall notify the UNION and the employee(s) effected no later than fourteen (14) days prior to such layoff. The BOARD shall provide to the UNION the names of all employees to be laid off prior to the layoff.

ARTICLE 8 - CONFORMITY

8. In conformity with the Decree of the Circuit Court of Cook County, General Number 65CH5524, affirmed by the Appellate Court of Illinois on November 9, 1966, (petition for leave to appeal denied by the Supreme Court of Illinois on March 28, 1967), the UNION agrees:

a) Not to strike, not to picket in any manner which would tend to disrupt the operation of any public school in the City of Chicago or of the administrative office of the BOARD.

a) Should negotiations fail to resolve differences, that the decision of the BOARD shall be final.

8-1. 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, 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 the Article.

8-2. No members 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.

ARTICLE 9 - REPRESENTATION

9. Recognition by the BOARD of a sole and exclusive bargaining representative shall continue through the term of the Agreement between the BOARD and the UNION; provided, however, that no sooner than ninety (90) days nor later than sixty (60) days prior to the expiration date of this Agreement, the BOARD or any employee organization may request a new determination as to the majority status of the UNION. Such request may be made by the BOARD if it has received written notice from at least thirty percent (30%) of the employees in the bargaining unit, as defined in Article 1, Paragraph 1-1 of this Agreement, stating that they no longer desire to be represented by the UNION. Such request may be made by any employee organization submitting to the BOARD the signatures of at least thirty percent (30%) of the employees in the bargaining unit as defined in Article I, Paragraph 1-1 of this Agreement authorizing and designating it to represent the employees as the sole and exclusive bargaining representative. To be valid, signatures must be no more than six (6) months old.

9-1. Within ten (10) days of the timely receipt of such requests by the BOARD, the BOARD will meet with the UNION and with the petitioning organization, if any, for the purpose of determining and certifying the validity of the signatures; establishing the rules, date, time, and conduct of a secret ballot election; establishing the responsibility for paying the costs; and certifying the results of such election. The election shall be decided by a majority of those voting.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

10. The principal shall direct, supervise, evaluate, suspend, with or without pay and discipline all school based employees only for just cause.

10-1. Discipline as used herein includes suspension or lesser disciplinary action including reprimand.

10-1.1. 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 two (2) working days prior to the scheduled conference date. Said notice shall state (1) that the conference may result in disciplinary action and shall describe the type of discipline to be considered; (2) the alleged misconduct which led to the scheduling of the conference; and (3) the time, date and place of the conference. The UNION shall be present at the conference. The bargaining unit member has the right to refuse

representation at the conference. The BOARD shall be responsible for notifying the UNION. The conference shall be conducted by the Chief Executive Officer or his/her designee within the administrative staff of the Chief Executive Officer.

10-1.2. At this conference, the member of the bargaining unit and/or a UNION representative representing the bargaining unit member shall be given the opportunity to respond concerning the alleged misconduct. The Chief Executive Officer's designee shall report the findings and make a recommendation to the Chief Executive Officer.

10-1.3. 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 designee. No member of the bargaining unit shall be disciplined except for just cause. Members of the bargaining unit may be suspended without pay for disciplinary reasons for a period not to exceed thirty (30) work days.

10-1.4. Except as otherwise provided in this section, probationary or provisional employees may be discharged only for just cause. The probationary period for a new employee shall one (1) calendar year. A probationary employee shall have no seniority and may be terminated during the probationary period without recourse to the grievance procedure. A probationary employee may grieve issues not involving discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of his/her initial starting date.

10-1.5. Discipline and discharge of bargaining unit employees shall be in accordance with "Chicago Board of Education Interim Personnel Policy Educational Support Personnel Employees: Discipline and Discharge." No discipline or discharge of bargaining unit employees by the BOARD shall be without just cause.

10-1.6. Records of disciplinary action shall be removed from the personnel file one year after the conclusion of the disciplinary action. No anonymous material shall be placed in any bargaining unit member's file. Any derogatory statements or documents placed in the employee's personnel file will only be placed after a dated copy is disseminated to the employee. The employee may reply and such response shall be attached to the file copy.

10-2. All decisions below the level of the Chief Executive Officer shall be subject to review and reconsideration by the Chief Executive Officer.

10-3. Only BOARD decisions involving discharge or suspension over fifteen (15) days are arbitrable under this Article.

10-4. Within five (5) 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 but prior to the hearing, upon agreement of the parties, a grievance may be submitted for voluntary mediation before a neutral person, the cost of which shall be shared equally by the parties.

10-5. The arbitrator shall hold a hearing within twenty (20) days of his 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 decision. The decision shall be final and binding on the parties. The cost of the arbitrator shall be shared equally by the parties.

10-6. In reaching his 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.

ARTICLE 11 - INSURANCE

11. The BOARD shall provide for each Regularly Appointed and probationary or provisional member of the bargaining units the medical and hospital benefits set forth in the attached plan description (Appendix B hereto), to be effective January 1, 1994. Current plan benefits shall be provided without change until January 1, 1994. Notwithstanding the foregoing, in the event that the BOARD retains the Blue Cross PPO network, all plan changes will take effect September 1, 1993.

11-1. The BOARD reserves the right to change insurance carriers, Health Maintenance Organizations or administration 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.

11-2. 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.

11-3. Benefits not enumerated or changed in Appendix B and C shall remain unchanged and continue during the term of this Agreement as per past practice.

11-4. Contributions for employees and dependents shall be effective on September 1, 1993. Contributions will be determined annually on a pre-tax basis for the following coverage types: single employee, employee plus one (1) dependent, and family (employee plus more than one (1) dependent). Contributions will approximate one and one-half percent (1.5%) of base salary of pay on a composite basis, and will vary by salary band and type of coverage (employee - 1.3125%; employee plus 1- 1.5%; and family - 1.6875%). Contributions will be equal for types of coverage under the PPO/Indemnity and HMO plans.

11-5. Effective July 1, 2004, the BOARD shall provide the Medical Benefits, Prescription Drug Benefits, Mental Health Benefit, Dental Benefit, Vision Benefit, Flexible Spending Accounts, Life and Personal Accident Insurance, and Savings and Retirement Program in accordance with the terms and summary descriptions set forth in Appendix C. Effective July 1, 2004, employee health care contributions shall be in accordance with Appendix C. The provisions in Appendix C supersede the provisions of Sections 11 and 11-4.

11-6. Bargaining unit employees in the classifications of Parent Worker – School Security Aide, Parent Worker – Bus Monitor, Parent Worker – School Security Officer, Parent Worker – Childrens Welfare Attendant shall be eligible for medical insurance coverage after successful completion of their one-year probationary period. In determining whether an employee has completed his/her probationary period for purposes of this Article, the employee shall receive credit for service as a “parent worker” prior to July 1, 2004.

ARTICLE 12 - TRANSFER PROCEDURES

12. All vacancies occurring or assignments filled from September 1, 1995, through August 31, 1996, including vacancies within this time period filled subsequent thereto, requiring the use of lists in existence on the effective date of this Agreement will be filled, in applicable Contracts, in accordance with the "Rule of Five Highest Ranking Employees." All selection decisions relating to school-based employees shall be made by the principal. Where the "Rule of Five" is applicable, the principal has the option to select from the five highest ranking employees on the eligibility or transfer list. The "Rule of Five" only applies to contracts which, during the 1993 through 1995 period, limited the principal's selection to the next person on the eligibility list. Selection decisions relating to non-school based employees shall be taken in rank order from the eligibility list for one year, if selections are made to fill vacancies. To the extent any provision of this Agreement is inconsistent with this provision, this provision governs.

12-1. The BOARD shall publish a reminder to bargaining unit employees concerning their ability to transfers at least once a year.

12-2. All Regularly Appointed Educational Support Personnel custodial workers, who have been Regularly Appointed for a minimum of two (2) years may submit an application to the Director of Asset Management to transfer to a miscellaneous crew custodial worker position. Said

application shall be on a form provided by Asset Management and shall be accompanied by letters of recommendation from the employee's current engineer in-charge. The BOARD shall publish a reminder to bargaining unit employees concerning their ability to apply for this position at least once a year. In the event Asset Management shall decide to make additional assignments to the miscellaneous crew, the Director or his designee shall interview said applicants and shall select such custodial workers who in the opinion of the Director or his designee are qualified for that assignment. This decision shall not be subject to review or appeal.

12-2.1. All Regularly Appointed Educational Support Personnel custodial workers, who have been Regularly Appointed for a minimum of one (1) year, and who are not on leave of absence, may submit an application to Personnel Services & Staffing to transfer to a different school in accordance with the following procedure. Positions of head custodial worker, factor custodial worker and positions within the Park District and Evening School Program are excluded from this procedure. A list of current vacancies shall be available in the Personnel Services & Staffing.

12-2.2. Regularly Appointed custodial workers may apply for transfer to no more than three (3) schools provided they have served one (1) full year in their present school. Upon receipt of an application on a form provided by the Personnel Services & Staffing, eligible employees will be placed on an initial transfer list for each school in order of date of application. No application for transfer will be accepted for an employee whose most recent performance rating does not meet or exceed 76.

12-2.3. A transfer list for each school will be maintained by the Personnel Services & Staffing. Assignments to be declared vacant by the Personnel Services & Staffing will be made from the transfer lists within twenty (20) working days of the date of application, consistent with Article 12.0., unless said transfer is refused by the receiving school engineer in writing with reasons, or unless a substitute is not readily available for the sending school. In the event more than one (1) employee requests a transfer to the same school, the transfer will be given to the employee with the highest efficiency rating or greater Educational Support Personnel service. If no transfer list exists for a particular school or if all persons on the transfer list withdraw their names from consideration for appointment, the Director of Personnel Services & Staffing shall fill the vacancy as he/she shall determine.

12-2.4. An employee may withdraw his or her transfer request by submitting an approved withdrawal form to the Bureau of Personnel Services & Staffing at least fifteen (15) working days prior to the effective date of the transfer. An employee who has previously applied for transfer and later requests to withdraw will be ineligible to apply for transfers to additional units for one (1) year from the date of withdrawal.

12-2.5. By accepting a transfer, custodial workers agree to accept all duty hours as established by the principal in the best interests of the operation and servicing of the school. Nothing herein shall preclude the transfer of a custodial worker when such transfer is deemed necessary.

12-3. All. Regularly Appointed Educational Support Personnel Child Welfare Attendants who have been Regularly Appointed for a minimum of one (1) year, and who are not on leave of absence, may submit an application to the Personnel Services & Staffing to transfer to a different school from their current assignment in accordance with the following procedure. A list of current vacancies shall be available in the Personnel Services & Staffing.

12-3.1. Regularly Appointed Child Welfare Attendants may apply for transfer to not more than three (3) schools provided that they have served one (1) full year in their present school. Upon receipt of an application on a form provided by the Personnel Services & Staffing, eligible employees will be placed on a transfer list in order of the date the transfer request is received. Assignments to jobs declared vacant by the Personnel Services & Staffing will be made from the transfer list at the beginning of October of the school year within twenty (20) working days of the date of the request in accordance with Article 12.0 unless said transfer is refused in writing by the Personnel Services & Staffing. In the event more than one (1) employee requests a transfer to the same school, the transfer shall be given to the employee with the higher performance rating or greater Educational Support Personnel service. If no transfer list exists for a given school, or if all persons on the transfer list waive the opportunity for appointment, the Director of Personnel Services & Staffing shall fill the vacancy as he/she shall determine.

12-3.2. A Child Welfare Attendant may apply for transfer to a vacancy which may be created by the opening of a new unit, provided that he or she is not presently on the transfer list of three (3) schools.

12-3.3. By accepting a transfer, the Child Welfare Attendant agrees to accept all duty hours as established by the school or unit administrator.

12-3.4. The BOARD reserves the right to assign, in its sole discretion, Regularly Appointed Child Welfare Attendants or qualified personnel based upon the needs of the particular school program.

12-3.5. At the beginning of each school year, or when new routes or vacancies occur during the school year, CWAs shall submit their preference for bus routes to the building Principal or designee. Except where the needs and/or IEPs of students require otherwise, the building Principal or designee shall assign CWAs to routes based on seniority. For purposes of this Section, seniority shall be defined as length of employment in the school in the classification of CWA.

12-3.6. Children's Welfare Attendants who work as one on one aides to students with special needs shall not be displaced as a result of the special needs student who no longer attends the Chicago Public Schools.

12-4. All Regularly Appointed Educational Support Personnel Playground Attendants and Stadium Attendants who are not on leaves of absence may submit an application to Personnel Services & Staffing to transfer to a different playground field house or stadium in accordance with the following procedure. A list of current vacancies shall be available in Personnel Services & Staffing and in the weekly bulletin.

12-4.1. Playground Attendants and Stadium Attendants may apply for transfer to no more than three (3) playground field houses or stadiums provided that they have served one (1) full year in their present field house or stadium. Upon receipt of an application on a form provided by Personnel Services & Staffing, eligible employees will be placed on an initial transfer list for each playground, field house or stadium in order of date of application. No application for transfer will be accepted by an employee whose most recent performance rating does not meet or exceed 76.

12-4.2. A transfer list for each playground field house and stadium will be maintained by the Bureau of Career Service Personnel. Assignments to jobs declared vacant by the Personnel Services & Staffing will be made from the transfer list by the principal or his/her designee. If no transfer for a particular playground field house or stadium or if all persons on the transfer list withdraw their names from consideration for appointment, the Director of Personnel Services & Staffing shall fill the vacancy as he/she shall determine.

12-4.3. An employee may withdraw his or her transfer request by submitting an approved form to the Personnel Services & Staffing at least fifteen (15) working days prior to the effective date of the transfer. An employee who has previously applied for transfer and later requests to withdraw it will be ineligible to apply for transfers to additional units for one (1) year from the date of withdrawal.

12-4.4. By accepting a transfer, Head Playground Attendants, Playground Attendants and Stadium Attendants agree to accept all duty hours as established by the Stadium Director or principal or his/her designee, as the case may be, in the best interest of the operations and servicing of the playground field house or stadium. Nothing herein shall preclude the transfer of a Head Playground Attendant, Playground Attendant or Stadium Attendant when each transfer is deemed necessary.

12-5. All Educational Support Personnel Security Officers and Security Aides and Watchmen who are not on leave of absence may submit an application to Personnel Services & Staffing to transfer to a different school from their current assignment in accordance with the following procedure. A list of current vacancies shall be available in the Office of Personnel Services & Staffing and the weekly publication of the Bulletin.

12-5.1. Security Officer, Security Aide or Watchman may apply for no more than three schools provided that they have served one full year at their present school. Upon receipt of an application of a form provided by the Office of Personnel Services & Staffing, transfer will be made

from the transfer list in order of the date the transfer list was received. Assignments to jobs declared vacant by the Office of Personnel Services & Staffing will be made from the transfer list by the principal or the Office of Personnel Services & Staffing. If no transfer list exist for a given school or if all persons on the transfer list waive the opportunity for appointment, the Director of Personnel Services & Staffing shall fill the vacancy as he/she shall determine.

12-5.2. A Security Officer, Security Aide or Watchman may apply for transfer to a vacancy which may be created by the opening of a new unit, provided that he or she is not presently on the transfer list of three (3) schools.

12-5.3. By accepting a transfer, the Security Officer, Security Aide or Watchman agrees to accept the duty hours as established by the school or unit administrator.

12-5.4. An employee may withdraw his or her transfer request by submitting an approved withdrawal form to the Personnel Services & Staffing at least fifteen (15) working days prior to the effective date of the transfer. An employee who has previously applied for transfer and requests to withdraw it will be ineligible to apply for transfers to additional units for one (1) year from the date of the withdrawal.

12-5.5 The BOARD and the principal reserve the right to assign, in their sole discretion, Regularly Appointed Security Officers, Security Aides and Watchmen based on the needs of the particular school program.

12-5.6. The parties agree that Watchmen and School Security Officer are separate classifications and the Board shall not require Watchmen to perform duties reserved exclusively to School Security Officers.

12-6. Bargaining unit employees in the classifications of Parent Worker – School Security Aide, Parent Worker – Bus Monitor, Parent Worker – School Security Officer, Parent Worker – Childrens Welfare Attendant shall not be eligible for building-to-building transfers under this Article. However, bargaining unit employees in the classifications of Parent Worker – School Security Aide, Parent Worker – Bus Monitor, Parent Worker – School Security Officer, Parent Worker – Childrens Welfare Attendant shall be eligible to bid on vacancies in positions in their corresponding full-time classification at their buildings and shall be entitled to an interview.

ARTICLE 13 – LEAVES

13-1. Vacation Days – Employees in Positions Scheduled to Work 52 Weeks a Year. Vacation pay shall be computed on the basis of the following formula:

Years of Service Accrual	Accrual Rate	Yearly Accrual	Maximum
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For employees with 0-10 years of service	.58 vacation days per pay period	15 days	40 days
11-20 years	.77 vacation days per pay period	20 days	53 days
21 or more years of service	.97 vacation days per pay period	25 days	66 days

Unused vacation.

a) Effective January 22, 1986, in the event an employee with 30 or more years of service who is eligible for vacation with pay under Section 4-7 of the BOARD Rules has not taken vacation as provided herein, such employee may at the employee's option receive the employee's prevailing salary for such unused vacation days, provided that the employee's total salary for the year in which the individual requests such payment does not exceed by more than 20 percent of the total salary received by the employee during the preceding year, and further, provided that 50 days of accumulated vacation remain in the employee's vacation account. The 50 day vacation balance and the 30 year service requirements shall not apply if the above mentioned payment is made for the period in which the employee terminates service.

If an employee separates from service, other than by discharge for cause, such person shall be entitled to receive payment after separation for all unused vacation days at the person's prevailing salary.

In the event of an employee's death, the surviving spouse or estate shall be entitled to receive payment for all of the employee's unused vacation days at the employee's prevailing salary.

b) Unused Vacation at Transfer to Calendar Month Position. Effective September 1, 1990, an employee transferring from a school month to a calendar position shall be granted vacation time for the number of days of vacation pay earned at the time of transfer.

c) Unused Vacation at Transfer to School Month Position. Effective September 1, 1990, an employee transferring from a calendar to a school month position shall be eligible to receive payment for accumulated vacation days at the rate of pay immediately prior to the transfer.

For purposes of measuring years of service time spent in military service shall be credited to the employee if the employee resumes his or her position with the BOARD within 60 days of discharge from said service.

Likewise, time spent by an employee in the employ of the City of Chicago, Chicago Housing Authority, Chicago Park District, County of Cook, Forest Preserve District, Metropolitan Pier and Expositions Authority, Water Reclamation District of Greater Chicago, School Finance Authority, Chicago Transit Authority or the State of Illinois will be given credit for such time as the individual has been in the service of any of these public entities provided that such service terminated no longer

than one year before employment by the BOARD.

13-1.1. Vacation Days – School Bus Aides Paid on An Hourly Basis. Vacation pay shall be computed on the basis of the following formula:

Christmas recess pay shall be computed from the number of days an employee was on the payroll from April through November, according the following formula:

Number of Days on Payroll from April through November	Days of Vacation Pay for Each Recess
0-10	0
11-20	1
21-40	2
41-60	3
61-80	4
81 or More	5

Spring vacation pay shall be computed from the number of days an employee was on the payroll from November through April, according to the above-stated formula.

13-1.2. Employees shall be permitted to use vacation earned during their anniversary year. Subject to operational needs, the Principal or designee shall approve an employee's use of earned vacation. If the Principal's decision to deny an employee's use of earned vacation will result in the loss of vacation because the employee is at his maximum accumulation, the Principal shall approve the employee's use of earned vacation.

13-2. Holidays. New Year's Day, Martin Luther King, Jr.'s Birthday; Lincoln's Birthday; President's Day; Pulaski Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas.

13-2.1. 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 a holiday.

13-3. Sick Leave. On July 1 of each year, sick days shall be granted to each employee for each month of employment, up to a maximum of 12. Employees beginning employment after July 1 of any year shall accrue and be granted one (1) sick day per month on a prorated basis. All employees shall be allowed to accumulate 315 unused sick days. Pay for sick days shall be for the number of hours assigned per day, multiplied by the hourly rate of the employee.

13-3.1. All school bus aides paid on an hourly basis and assigned a minimum of 20 hours a week shall be eligible annually for days of sick pay as hereinafter provided:

a) Such eligible employee shall be granted one sick day for each month worked and, effective September 1, 1991, the employee's accrual of unused sick days may be accumulated to a maximum of 265 days. Effective September 1, 1992, the employee's accrual of unused sick days may be accumulated to a maximum of 275 days.

b) The pay for one day of sick leave shall be the number of hours assigned per day, multiplied by the basic hourly rate of the eligible employee.

13-3.2. New employees shall complete 60 school days prior to eligibility for sick days. Upon completion of the 60-day period, sick days shall be retroactive to first hire.

13-3.3. In the case of absences for illness in excess of five consecutive days, a certificate from a physician, or if the treatment is by prayer or spiritual means, from the advisor or practitioner of such employee's faith, shall be required as a basis of pay during such leave. In any instance when a supervisor has a reasonable suspicion that an employee is abusing sick leave, he or she may demand a physician certificate after an absence of one day.

13-3.4. Effective July 1, 1999, full-time bargaining unit members who retire with at least 33.95 years of service shall receive pay for unused sick days equivalent to 100% of their accumulated sick days. Effective July 1, 2003, full-time bargaining unit members who retire with at least 20 years of service, but with fewer than 33.95 years of service, and who have accumulated 40 or more unused sick days, shall receive pay for unused sick days equivalent to 90% of their accumulated sick days.

13-4. Bereavement Leave. Whenever the absence of an eligible employee is caused by the death of a parent, spouse, domestic partner, child, brother, or sister of the employee, step-parent married to a parent of the employee, or grandparent, such employee shall be paid the employee's basic salary for the number of weekdays absent from the date of death to the date the employee returns to work, provided that the number of weekdays shall not exceed ten weekdays, including all holidays with the last five weekdays being applied against the employee's accumulated bank of sick days.

13-4.1. Whenever the absence of an employee is caused by the death of a 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 of the employee, such employee may have applied against his or her accumulated sick bank, the number of week days absent from the date of death to the date of burial, plus the necessary time for return to Chicago when the funeral is held outside the City, up to five weekdays.

13-4.2. Qualified domestic partners of bargaining unit members are entitled to the same benefits as are available to the spouses of bargaining unit members.

To be eligible for coverage as qualified domestic partners, bargaining unit members must complete and file with the BOARD an affidavit of domestic partnership in which they attest that:

- they are each other's sole domestic partner, responsible for each other's common welfare; and
- neither party is married; and
- the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- each partner is the same sex and reside at the same residence; and
- two of the following four conditions exists for the partners:
 - The partners have been residing together for at least 12 months prior to filing the affidavit of domestic partnership.
 - The partners have common or joint ownership of a residence.
 - The partners have at least two of the following arrangements:
 - a) joint ownership of motor vehicle;
 - b) a joint credit account;
 - c) a joint checking account;
 - d) a lease for a residence identifying both domestic partners as tenants.
 - The bargaining unit member declares that the domestic partner is identified as a primary beneficiary in the bargaining unit member's will.

Any change in the circumstances which have been attested to in the documents qualifying an individual as a domestic partner must be provided to the BOARD within 60 days of said change.

A minimum of 12 months must elapse before a bargaining unit member may designate a new domestic partner.

13-5. Court Attendance. An employee shall be granted full pay when the employee's absence is due to required attendance in court in connection with litigation in which school interests or records are involved or when the State of Illinois, the City of Chicago or the BOARD is a party and the employee is not personally interested in the outcome of the litigation. When the employee is subpoenaed as a witness within Cook County, Illinois where the employee is not personally interested in the outcome of the litigation, the employee shall be granted full pay less an amount equal to the statutory subpoena fee.

13-6. Jury Duty. All employees shall suffer no loss of salary or benefits because of jury duty in the State of Illinois, except that the BOARD shall make a deduction equal to the amount received for such jury duty.

13-7. 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.

13-7.1. 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.

13-8. Personal Days. Employees who have one (1) or more years of service with the BOARD shall be granted three (3) personal days during each calendar year without loss of compensation or deduction from his/her accumulated bank of sick days.

13-8.1. Employees with less than one (1) year of service with the BOARD shall be granted personal days as follows:

Period in Which Employment Began	Number of Personal Days
January 1 through March 31	3
April 1 through September 30	2
October 1 through November 30	1
December 1 through December 31	0

New bargaining unit employees shall be granted a personal business day sixty days after their starting date.

13-8.2. An employee may not use a personal day during the first or last week of school.

13-8.3. Personal days shall not be accumulated and may not be used during sick leave; however, an employee's unused personal days at the end of the calendar year shall be added to his/her accumulated bank of sick days, subject to the sick leave provisions herein.

13-9. Leave To Attend Conferences. The Chief Executive Officer shall have authority to grant employees leave to attend without loss of pay professionally related conferences, meetings, workshops or conventions, which are beneficial or related to the work of the schools.

13-10. Leave of Absence. 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).

13-11. 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.

13-11.1. 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.

13-11.2. 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.

13-11.3. 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.

13-11.4. 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.

13-11.5. Except as may be specifically provided for in this Agreement, bargaining unit employees' rights and obligations relating to FMLA leave shall be governed by the provisions of the FMLA (including any regulations thereunder) and BOARD rules or policies.

13-12. **Election Leave.** All employees covered by this agreement shall received reasonable time off not to exceed two (2) hours time off with loss of pay to enable such employees to vote in any primary election, general election, special election or at any election at which propositions are submitted to a popular vote in this state, provided, however, that such employees shall submit a request in writing to the employer on a form provided by the employer at least three work days prior to the election day, and provided further the employer may, for valid operating reasons, specify the hours during which said employee may absent himself.

13-13. **Catastrophic Illness Leave.** In the case of a bargaining unit employee whose continued illness extends beyond the amount of sick leave earned and accumulated, the Human Resources Department may authorize extended leave with pay. A request for extended sick leave must be directed to the Human Resources Director by the Chief Executive Officer, Chief Procurement Officer, Chief Operating Officer, Chief Fiscal Officer, the Attorney, or the Chiefs of Staff to the CEO or to the BOARD. Such request shall be submitted in the manner designated by the Human Resources Director who shall develop standards to ensure that a fair and equitable treatment of all employees is maintained with respect to extended sick leave. Extended sick leave shall be granted at the discretion of the Human Resources Director whose decision shall not be subject to further review.

ARTICLE 14 – OFF-DUTY POLICE OFFICERS SERVING AS SECURITY SUPERVISORS

14. When assigned to a staffable position in a school, an off duty police officer serving as a security officer shall work a minimum of 4 hours per work-day, for every day school is in session. At the discretion of the BOARD, additional work days may be assigned, including Teacher Institute & Staff Development Days. At the discretion of the BOARD, voluntary, extended day, hours may be available, but total hours shall not exceed 6 hours per work day, and 30 hours per work week (i.e., not to exceed part-time status).

14-1. When assigned to a non-staffable position in a school (i.e., a "Non-Board Employee"

paid from "bucket"), an off duty police officer serving as a security officer shall work not less than 3 hours, nor more than 6 hours per work day. The work week shall not to exceed 30 hours (not to exceed part-time status). The employee may be assigned work any time during the work day, and any day during year, as necessary.

14-2. General conditions:

- a) Employee may be terminated, due to position closing or funding change, without challenge, guarantee of reassignment or re-hire.
- b) Wage rate set at a minimum of \$16.00 per hour effective July 1, 2003.
- c) Not eligible for benefits, including health insurance, sick days, vacation days, holiday pay, lunch period, pension, layoff and recall, etc.
- d) Number of mandatory professional development hours per year should be determined by management.

ARTICLE 15 - CONCLUSION

15-1. This Agreement shall be in effect as of July 1, 2003, and shall remain in effect through June 30, 2007. Negotiations for a subsequent Agreement will commence no later than May 1, 2007 upon written request of either party filed two (2) weeks before said date. The UNION shall submit its proposals within thirty (30) days prior to the commencement of negotiations.

15-1.1. The effective date for application of Article 11 and Section 4-7 of this Agreement to bargaining unit employees in the classifications of Parent Worker – School Security Aide, Parent Worker – Bus Monitor, Parent Worker – School Security Officer, Parent Worker – Childrens Welfare Attendant is July 1, 2004. The effective date for application of all other provisions of this agreement to bargaining unit employees in the classifications of Parent Worker – School Security Aide, Parent Worker – Bus Monitor, Parent Worker – School Security Officer, Parent Worker – Childrens Welfare Attendant is February 1, 2004, except that "parent workers" shall receive a 4% or \$.32 increase, whichever is higher, above their current wage rate retroactive to July 1, 2003. The BOARD will process "parent workers" as CPS employees, following the steps set forth in the September 23, 2003 submission to Local 73 to be completed by February 1, 2004. CPS and Local 73 agree to form a committee to review CPS payroll and other employment records for the purpose of verifying the "parent worker" status of individuals listed in Pay Period 23 and identifying additional individuals as "parent workers" for inclusion in the bargaining unit and receipt of the retroactive wage increase.

15-2. 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.

15-3. 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 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 or the BOARD's withdrawal of proposals as evidence of any UNION or BOARD intent in any future arbitration or for any other purpose whatsoever.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their Presidents and attested by their Secretaries this ____ day of _____ A.D., _____.

CHICAGO BOARD OF EDUCATION,
a body politic and corporate

By
President

Attest:

Secretary

SERVICES EMPLOYEES INTERNATIONAL
UNION LOCAL 73, AFL-CIO

By
President

Attest:

Secretary

APPENDIX A

Pay Tables

[insert]

12 CALENDAR MONTH AND ANNUAL RATE (CODE F)

PAYTABLE 16

ST EP	YEARS OF SERVICE	GRADE G02	GRADE G03	GRADE G04	GRADE G05	GRADE G06	GRADE GA6	GRADE GB6	GRADE G07	ST EP
1	1ST YEAR.....	\$1,789.60	\$1,874.00	\$1,962.04	\$2,053.42	\$2,250.46	\$2,529.24	\$2,234.96	\$2,359.64	1
	ANNUAL SALARY.....	\$21,475.20	\$22,488.00	\$23,544.48	\$24,641.04	\$27,005.52	\$30,350.88	\$26,819.52	\$28,315.68	
2	AFTER 1 YEAR.....	\$1,874.00	\$1,962.04	\$2,053.40	\$2,148.48	\$2,359.64	\$2,636.78	\$2,349.18	\$2,468.78	2
	ANNUAL SALARY.....	\$22,488.00	\$23,544.48	\$24,640.80	\$25,781.76	\$28,315.68	\$31,641.36	\$28,190.16	\$29,625.36	
3	AFTER 2 YEARS.....	\$1,962.04	\$2,053.40	\$2,148.48	\$2,250.46	\$2,468.78	\$2,751.72	\$2,463.32	\$2,584.86	3
	ANNUAL SALARY.....	\$23,544.48	\$24,640.80	\$25,781.76	\$27,005.52	\$29,625.36	\$33,020.64	\$29,559.84	\$31,018.32	
4	3 1/2 YEARS TO 6 YEARS INCLUSIVE.....	\$1,978.84	\$2,070.28	\$2,168.34	\$2,273.26	\$2,489.88	\$2,762.52	\$2,485.44	\$2,608.26	4
	ANNUAL SALARIES.....	\$23,746.08	\$24,843.36	\$26,020.08	\$27,279.12	\$29,878.56	\$33,150.24	\$29,825.28	\$31,299.12	
5	7TH YEAR TO 11TH YEAR INCLUSIVE.....	\$2,070.28	\$2,168.34	\$2,273.26	\$2,378.18	\$2,608.26	\$2,880.30	\$2,609.34	\$2,736.92	5
	ANNUAL SALARIES.....	\$24,843.36	\$26,020.08	\$27,279.12	\$28,538.16	\$31,299.12	\$34,563.60	\$31,312.08	\$32,843.04	
6	12TH YEAR TO 16TH YEAR INCLUSIVE....	\$2,168.34	\$2,273.26	\$2,378.18	\$2,489.88	\$2,736.86	\$3,008.60	\$2,743.90	\$2,865.54	6
	ANNUAL SALARIES.....	\$26,020.08	\$27,279.12	\$28,538.16	\$29,878.56	\$32,842.32	\$36,103.20	\$32,926.80	\$34,386.48	
7	17TH YEAR TO 20TH YEAR INCLUSIVE....	\$2,273.26	\$2,378.18	\$2,489.88	\$2,608.26	\$2,865.56	\$3,140.68	\$2,878.62	\$3,000.90	7
	ANNUAL SALARIES.....	\$27,279.12	\$28,538.16	\$29,878.56	\$31,299.12	\$34,386.72	\$37,688.16	\$34,543.44	\$36,010.80	
8	21ST YEAR AND THEREAFTER.....	\$2,378.18	\$2,489.88	\$2,608.26	\$2,736.86	\$3,000.88	\$3,279.80	\$3,020.12	\$3,149.74	8
	ANNUAL SALARIES.....	\$28,538.16	\$29,878.56	\$31,299.12	\$32,842.32	\$36,010.56	\$39,357.60	\$36,241.44	\$37,796.88	

ST EP	YEARS OF SERVICE	GRADE G08	GRADE GA8	GRADE G09	ST EP
1	1ST YEAR.....	\$2,468.78	\$2,751.72	\$2,708.02	1
	ANNUAL SALARY.....	\$29,625.36	\$33,020.64	\$32,496.24	
2	AFTER 1 YEAR.....	\$2,584.86	\$2,866.70	\$2,841.84	2
	ANNUAL SALARY.....	\$31,018.32	\$34,400.40	\$34,102.08	
3	AFTER 2 YEARS.....	\$2,708.02	\$2,989.14	\$2,975.58	3
	ANNUAL SALARY.....	\$32,496.24	\$35,869.68	\$35,706.96	
4	3 1/2 YEARS TO 6 YEARS INCLUSIVE.....	\$2,736.92	\$3,008.60	\$3,000.90	4
	ANNUAL SALARIES.....	\$32,843.04	\$36,103.20	\$36,010.80	
5	7TH YEAR TO 11TH YEAR INCLUSIVE.....	\$2,865.54	\$3,140.68	\$3,149.74	5
	ANNUAL SALARIES.....	\$34,386.48	\$37,688.16	\$37,796.88	
6	12TH YEAR TO 16TH YEAR INCLUSIVE....	\$3,000.90	\$3,279.80	\$3,301.94	6
	ANNUAL SALARIES.....	\$36,010.80	\$39,357.60	\$39,623.28	
7	17TH YEAR TO 20TH YEAR INCLUSIVE....	\$3,149.74	\$3,422.54	\$3,464.40	7
	ANNUAL SALARIES.....	\$37,796.88	\$41,070.48	\$41,572.80	
8	21ST YEAR AND THEREAFTER.....	\$3,301.94	\$3,579.38	\$3,630.22	8
	ANNUAL SALARIES.....	\$39,623.28	\$42,952.56	\$43,562.64	

EFFECTIVE JULY 1, 2003

9.75 SCHOOL MONTH AND ANNUAL RATE (CODE I)

PAYTABLE 16

ST EP	YEARS OF SERVICE	GRADE G01	GRADE G02	GRADE GA3	GRADE G03	GRADE G04	GRADE GA5	GRADE G06	ST EP
1	1ST YEAR.....	\$1,742.22	\$1,821.62	\$2,037.98	\$1,908.18	\$1,999.70	\$2,218.08	\$2,293.80	1
	ANNUAL SALARY.....	\$17,857.76	\$18,671.61	\$20,889.30	\$19,558.85	\$20,496.93	\$22,735.32	\$23,511.45	
2	AFTER 1 YEAR.....	\$1,821.62	\$1,908.18	\$2,124.44	\$1,998.26	\$2,098.64	\$2,311.80	\$2,405.58	2
	ANNUAL SALARY.....	\$18,671.61	\$19,558.85	\$21,775.51	\$20,482.17	\$21,511.06	\$23,695.95	\$24,657.20	
3	AFTER 2 YEARS.....	\$1,908.18	\$1,998.26	\$2,218.08	\$2,091.88	\$2,201.58	\$2,409.06	\$2,517.32	3
	ANNUAL SALARY.....	\$19,558.85	\$20,482.17	\$22,735.32	\$21,441.77	\$22,566.20	\$24,692.87	\$25,802.53	
4	3 1/2 YEARS TO 6 YEARS INCLUSIVE.....	\$1,925.46	\$2,015.50	\$2,227.00	\$2,109.12	\$2,223.04	\$2,421.14	\$2,539.04	4
	ANNUAL SALARIES.....	\$19,735.97	\$20,658.88	\$22,826.75	\$21,618.48	\$22,786.16	\$24,816.69	\$26,025.16	
5	7TH YEAR TO 11TH YEAR INCLUSIVE.....	\$2,015.50	\$2,109.12	\$2,320.52	\$2,209.62	\$2,336.60	\$2,528.52	\$2,660.24	5
	ANNUAL SALARIES.....	\$20,658.88	\$21,618.48	\$23,785.33	\$22,648.61	\$23,950.15	\$25,917.33	\$27,267.46	
6	12TH YEAR TO 16TH YEAR INCLUSIVE.....	\$2,109.12	\$2,209.62	\$2,421.14	\$2,317.10	\$2,450.14	\$2,636.00	\$2,791.98	6
	ANNUAL SALARIES.....	\$21,618.48	\$22,648.61	\$24,816.69	\$23,750.28	\$25,113.94	\$27,019.00	\$28,617.80	
7	17TH YEAR TO 20TH YEAR INCLUSIVE.....	\$2,209.62	\$2,317.10	\$2,528.52	\$2,424.58	\$2,571.06	\$2,750.42	\$2,923.74	7
	ANNUAL SALARIES.....	\$22,648.61	\$23,750.28	\$25,917.33	\$24,851.95	\$26,353.37	\$28,191.81	\$29,968.34	
8	21ST YEAR AND THEREAFTER.....	\$2,317.10	\$2,424.58	\$2,636.00	\$2,539.04	\$2,699.16	\$2,875.16	\$3,062.38	8
	ANNUAL SALARIES.....	\$23,750.28	\$24,851.95	\$27,019.00	\$26,025.16	\$27,666.39	\$29,470.39	\$31,389.40	

APPENDIX B

Employee Benefits – through June 30, 2004

BOE/CPS	CURRENT PPO PLAN		CURRENT HMO
	In-Network	Out-of-Network	Benefits Vary Slightly by HMO
1. Deductible	\$ Per plan year \$250 (\$750 family) Applies to all expenses except hospital admission and drug	\$ Per plan year \$750 (\$2,250 family) Applies to all expenses except hospital admission and drug	\$0; All care must be provided/ approved by a plan doctor
2. Out-of-pocket (O-O-P) limit (including deductible)	\$ Per plan year \$1,250 individual \$3,750 family Costs not applicable to out-of-network limit.	\$ Per plan year \$3,750 individual \$11,250 family Evidence of payment required. Costs may be applied to in-network limit.	N/A
3. Precertification noncompliance penalty	\$1,000 eligible hospital costs per admission; charges do not apply to deductible or O-O-P limit.		N/A
4. Physician office visits	90%	60% of PPO charges	100%
5. Other outpatient services (non-physician)	80%	60%	100% for short-term visits
	80% for services with no network providers		
6. Outpatient MH/CD	80% to \$5,000 of covered expenses/yr. Benefits beyond 7 sessions paid only with precertification. Maximum covered expense \$100 per session.	60% of PPO charges to \$5,000 of covered expenses/yr. Benefits beyond 7 sessions paid only with precertification. Maximum covered expenses \$100 per session.	Copay possible; 100% thereafter, limits may apply
7. Preventive care	None	None	Yes
8. Other outpatient physician services	90%	60%	100%
	Some services require UR precept for payment of benefits		
9. Other outpatient non-physician services	90%	60%	100%
	Some services require UR precept for payment of benefits		
10. Hospital admission deductible	None	\$400 Not applicable to O-O-P.	N/A
11. Inpatient coinsurance	90%	60% after \$400 per admission deductible	N/A
12. Care in skilled nursing facility (non-custodial)	90%	60% Not applicable to O-O-P.	100%; limits may apply
13. Inpatient MH	1st 30 days 90% after deductible; 70% thereafter	1st 30 days 60% after deductible; 50% thereafter.	100%; limits may apply

BOE/CPS	CURRENT PPO PLAN		CURRENT HMO
	In-Network	Out-of-Network	Benefits Vary Slightly by HMO
		Admission deductible not applicable to O-O-P.	
14. Inpatient CD	1st 30 days 90% after deductible; 70% thereafter. Limited to 2 CD treatments or courses of treatment per lifetime	1st 30 days 60% after deductible; 50% thereafter. Limited to 2 CD treatments or courses of treatment per lifetime. Admission deductible not applicable to O-O-P.	100%; limits may apply
	Only first in-network admission applies to O-O-P limit.		
15. Overall MH/CD limits	\$25,000 per year \$100,000 per lifetime	\$25,000 per year \$100,000 per lifetime	Limits may apply on number of visits and/or inpatient days
16. Inpatient physician care	90%	60% of PPO charges	100%
17. Other inpatient services	90%	60% of covered charges	100%
18. Emergency care	90%	60% In-network benefit available, pending admission, validation of necessity or travel	Copay may apply; 100% thereafter if emergency is life threatening or care is provided at the network physician's office
19. Prescription drugs	Generic Retail Mail Order Brand 20% \$2.00 (no avl. generic) 20% \$10.00 Brand (avl. generic) 20% \$10.00 (of generic) plus the differential between brand and generic Retail limited to 30-day maximum supply	Out-of-area: 80% In-area: 60%	100% or \$5 copay at affiliated pharmacy
	Copayments not applicable to O-O-P		
20. Maximum benefit	\$1,000,000	\$1,000,000	N/A
21. Employee contributions	Pretax salary based contributions		Indemnity contributions will apply
22. COB	Coordination of benefits		N/A
23. Subrogation	Employee must supply third party information		N/A
24. Hospital and physician selection	Blue Cross PPO network or comparable network	Any	HMO only

BOE/CPS	CURRENT PPO PLAN		CURRENT HMO
	In-Network	Out-of-Network	Benefits Vary Slightly by HMO
25. Health Care Labor Management Advisory Committee	Health Care Labor Management Advisory Committee-six Coalition members appointed by Coalition		

APPENDIX C

Employee Benefits – Effective July 1, 2004

Benefit Highlights (for eligible expenses)	HMO Base Option	HMO Base Plus Option	PPO with HRA		PPO – Base		PPO – Base Plus	
			In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network
HRA	n/a	n/a	\$500 employee only \$1,000 employee plus one and employee plus family		n/a	n/a	n/a	n/a
Deductible								
Single	None	None	\$1,000 per person after HRA is exhausted	\$2,000 per person after HRA is exhausted	None	\$600 per person	\$400 per person	\$800 per person
Aggregate	None	None	\$2,000 per family after HRA is exhausted	\$4,000 per family after HRA is exhausted	None	\$1,200 per family	\$1,200 per family	\$2,400 per family
Out-of-Pocket Maximum (including deductible)								
Single	n/a	n/a	\$2,250 per person	\$11,500 per person	\$2,000 per person	None	\$2,400 per person	None
Aggregate	n/a	n/a	\$4,500 per family	\$34,000 per family	\$4,000 per family	None	\$4,800 per family	None
Lifetime Maximum Coverage	Unlimited	Unlimited	\$1,500,000 inclusive of covered medical, mental health, and substance abuse benefits					
Care in Physician's Office	100% after \$15 co-pay per visit	100% after \$20 co-pay per visit	80% after deductible	50% after deductible	100% after \$15 co-pay per visit	50% after deductible	100% after \$25 co-pay per visit	50% after deductible
In Patient Hospital Services								

Benefit Highlights (for eligible expenses)	HMO Base Option	HMO Base Plus Option	PPO with HRA		PPO - Base		PPO - Base Plus	
			In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network
Hospital Room & Board	100% after \$125 co-pay per admission	100% after \$150 co-pay per admission	80% after deductible	50% after deductible	80% after deductible	50% after deductible	80% after deductible	50% after deductible
Doctor's Visits, Including Specialists, X-Ray, Lab, Drugs, Surgeon's Fees, and Anesthesiologist	Covered in full	Covered in full	80% after deductible	50% after deductible	80% after deductible	50% after deductible	80% after deductible	50% after deductible
Out-Patient Hospital Care	Covered in Full	Covered in Full	80% of eligible expenses after deductible	50% of eligible expenses after deductible	80% of eligible expenses after deductible	50% of eligible expenses after deductible	80% of eligible expenses after deductible	50% of eligible expenses after deductible
Maternity								
Prenatal/postnatal	100% after \$15 co-pay	100% after \$20 co-pay	80% after deductible	50% after deductible	100% after \$15 co-pay	50% after deductible	100% after \$25 co-pay	50% after deductible
Hospital coverage (mother and newborn)	100% after \$125 co-pay per admission	100% after \$150 co-pay per admission	80% after deductible	50% after deductible	80% after deductible	50% after deductible	80% after deductible	50% after deductible
Covered Emergency Care								
Emergency Care	100% after \$30 co-pay/visit	100% after \$50 co-pay/visit	80% after deductible	50% after deductible	80% after deductible	50% after deductible	80% after deductible	50% after deductible
Ambulance (if emergency)	100% after deductible	100% after deductible	100% after deductible	100% after deductible	100% after deductible	100% after deductible	100% after deductible	100% after deductible
MENTAL HEALTH AND SUBSTANCE ABUSE								
Inpatient	100% after \$125 co-pay/admission up to 30 inpatient days per year	100% after \$150 co-pay/admission up to 30 inpatient days per year	80% after deductible	50% after deductible	80% after deductible	50% after deductible	80% after deductible	50% after deductible

Benefit Highlights (for eligible expenses)	HMO Base Option	HMO Base Plus Option	PPO with HRA		PPO – Base		PPO – Base Plus	
			In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network
Outpatient	100% after \$15 co-pay/visit up to 20 visits per calendar year	100% after \$20 co-pay/visit up to 20 visits per calendar year	80% after deductible	50% after deductible	80% after deductible	50% after deductible	80% after deductible	50% after deductible
Annual Vision Screening and Exam for Eyeglasses	100% after \$20 co-pay per annual visit; discount on eyewear	100% after \$20 co-pay per annual visit; discount on eyewear	100% after \$20 co-pay per annual visit; discount on eyewear	100% after \$20 co-pay per annual visit; discount on eyewear	100% after \$20 co-pay per annual visit; discount on eyewear	100% after \$20 co-pay per annual visit; discount on eyewear	100% after \$20 co-pay per annual visit; discount on eyewear	100% after \$20 co-pay per annual visit; discount on eyewear
Other Benefits								
Physical, occupational and speech therapy for restoration of function (services for acquisition of function not covered)	100% for conditions, which in the judgment of the attending or consulting physicians, are sufficient for significant improvement.	100% for conditions, which in the judgment of the attending or consulting physicians, are sufficient for significant improvement.	80% after deductible	50% after deductible	100% after \$15 co-pay per visit	50% after deductible	100% after \$25 co-pay per visit	50% after deductible
Care in skilled nursing facility (non-custodial)	100% up to 120 days per year	100% up to 120 days per year	80% after deductible	50% after deductible	80% after deductible	50% after deductible	80% after deductible	50% after deductible
Prosthetic devices and medical equipment	100% after deductible	100% after deductible	80% after deductible	50% after deductible	80% after deductible	50% after deductible	80% after deductible	50% after deductible
Prescription Drugs (preferred drug list)								
Retail is for up to 30-day supply	Retail (co-pay per prescription) <ul style="list-style-type: none"> Generic-\$10 Preferred Brand-\$25 Brand-\$40 	Retail (co-pay per prescription) <ul style="list-style-type: none"> Generic-\$10 Preferred Brand-\$25 Brand-\$40 	Retail (co-pay per prescription) <ul style="list-style-type: none"> Generic-\$10 Preferred Brand-\$25 Brand-\$40 	60% of the cost of a covered prescription for generic. 60% of the cost of a covered prescription for brand drugs. un	Retail (co-pay per prescription) <ul style="list-style-type: none"> Generic-\$10 Preferred Brand-\$25 Brand-\$40 	60% of the cost of a covered prescription for generic. 60% of the cost of a covered prescription for brand drugs. un	Retail (co-pay per prescription) <ul style="list-style-type: none"> Generic-\$10 Preferred Brand-\$25 Brand-\$40 	60% of the cost of a covered prescription for generic. 60% of the cost of a covered prescription for brand drugs. un

Benefit Highlights (for eligible expenses)	HMO Base Option	HMO Base Plus Option	PPO with HRA		PPO – Base		PPO – Base Plus	
			In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network
Mail Is For Up To 90- Day Supply	Mail (co-pay per prescription) • Generic-\$15 • Preferred Brand-\$40 • Brand-\$60	Mail (co-pay per prescription) • Generic-\$15 • Preferred Brand-\$40 • Brand-\$60	Mail (co-pay per prescription) • Generic-\$15 • Preferred Brand-\$40 • Brand-\$60		Mail (co-pay per prescription) • Generic-\$15 • Preferred Brand-\$40 • Brand-\$60		Mail (co-pay per prescription) • Generic-\$15 • Preferred Brand-\$40 • Brand-\$60	

NOTE: This comparison chart is a brief description of CPS' Plan 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.

Employee Health Care Contributions*

Current Average	HMO		PPO w/ HRA	PPO		
	Base	Base Plus	7/04	Base		Base Plus
	7/04	7/04		7/04	7/06	7/04
Single—1.3%	1.3%	2.0%	1.3%	1.5%	2.0%	2.2%
Couple—1.5%	1.5%	2.2%	1.5%	1.7%	2.2%	2.5%
Family—1.8%	1.8%	2.5%	1.8%	1.9%	2.5%	2.8%

- *All percentages are percent of base salary.

APPENDIX D

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

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

Scope and Authorization.

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

Initiation

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

Panel

The Mediation Panel shall be composed of:

1. Two delegates appointed by the Coalition Unions;
2. Two delegates appointed by CPS;
3. One neutral appointed from the following list. Each neutral on the panel to be trained by the parties on the amendment to Section 4.5 and associated agreements. Selection of the following neutrals shall be dependent upon an agreed-upon fee schedule. The agreed-upon panel of neutrals are:

Edwin Benn	Robert McAllister	
Gerald Berendt	Wesley Jennings	Jeanne Vonhof
Steven Briggs	Martin Malin	

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

Scheduling

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

Fact-Finding

If there is no agreement/resolution as a result of the Mediation Process, either party may request the panel to render an advisory recommendation for the resolution of the dispute. Prior to rendering an advisory recommendation, the parties shall submit to the panel and the panel shall adopt the factors/standards to be considered in formulating its advisory recommendations. Any such advisory recommendations may be released publicly by either party

Costs

The parties will share the costs equally of this process.

APPENDIX E

Memorandum Of Understanding (Competition Proposal) – November 24, 2003

By March 1, 2004, the Board and Union shall enter into an agreement that reflects a “competition” program with respect to custodial workers based on the core principles of objective standards, union involvement and job opportunity.

At a minimum, the agreement shall include the following elements:

Duration

- The program shall begin July 1, 2004 and be of a duration agreed to by the parties, but not less than one-year. Prior to July 1, 2004, the Board shall maintain the status quo with respect to its policies and procedures governing custodial workers, except as otherwise changed by the parties 2003-2007 Collective Bargaining Agreement.

“Unmixing the Schools”

- The agreement shall contain an agreed upon procedure for “unmixing” the 287 “mixed” schools (those with both public and private custodial workers) through employee transfers.
- The unmixing of schools shall be finished by June 30, 2004.

Objective Standards and Criteria

- The agreement shall contain objective, agreed upon standards and criteria, as follows:
- Minimum designated cleanliness standards that reflect the Union’s input.
- Minimum cost-effectiveness criteria.
- A Rating Matrix consisting of a “Cleanliness Score and a “Cost Effectiveness Score.”
- “Cleanliness Score” is based on inspections over a designated time period.
- “Cost Effectiveness Score” is based on salaries, benefits, pension, payroll taxes, workers compensation, management fee and profit (for privates only), and liquidated damages (for privates only).
- The term “school” is defined by the Board. One school may include schools within schools, annexes, etc.

Evaluation and Inspections

- Cleanliness shall be determined on the basis of inspections conducted by employees from Department of Operations with notice to and monitoring by union officials, principals, private vendor and an impartial third party (selected by agreement of all parties).
- Cost effectiveness shall be calculated by Office of Management and Budget in conjunction with Department of Operations. Such calculations shall be made available to the Union.
- School selections shall be at random and equitable.

- Principals and school engineers will be performing additional inspections on a periodic basis.

Outcomes

- The agreement shall establish a range of outcomes, including the possibility of expanded job opportunities, for meeting or exceeding standards.
- The agreement shall also establish a range of outcomes for not meeting standards.

Information and Dates

- The Board and the Union agree to share information relevant to the development and implementation of the Program. In addition, the Board and Union agree that dates and deadlines may be adjusted upon the mutual written agreement of the parties.

Resolution of Disputes

- Disputes regarding this Memorandum and the parties' agreement regarding the "competition" program shall not be subject to exhaustion of the grievance procedure set forth in the parties 2003-2007 Collective Bargaining Agreement.



Office of Labor and Employee Relations

Cheryl J. Colston
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Curtis L. Goodman
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Sharon Bailey
Thomas A. Krieger
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Kishasha Williams-Ford
Reshorna M. Wofford

April 30, 2004

Cynthia Rodriguez
Vice President
Service Employee International Union, Local 73
1165 North Clark Street, Suite 500
Chicago, Illinois 60610

Dear Ms. Rodriguez:

Pursuant to the Department of Payroll Services and Administration, our system will allow us to do \$2.00 or \$4.00 deductions. I am returning your member authorization cards with a payroll deduction change form attached.

Sincerely,

Cheryl J. Colston
Director of Labor Relations

CJC:hf
Enclosures

cc: Raymond Sanders