

MEMORANDUM OF AGREEMENT

Extension of the 2016-2020 Collective Bargaining Agreement

This Memorandum of Agreement is entered into by the Chicago Board of Education and SEIU

Local 1. The parties agree as follows:

1. The Board and SEIU Local 1 are parties to a collective bargaining agreement in effect from July 1, 2016 to June 30, 2020, that sets forth the terms and conditions of employment for all members of the bargaining unit.

2. The Board and SEIU Local 1 agree to modify Article 15 to extend the collective bargaining agreement for one year beyond its current expiration date, until June 30, 2021.

3. The wage increase for bargaining unit members for the 2020-2021 school year will be 3%, consistent with Article 2 of the Agreement.

4. The insurance provisions of the Agreement will be modified consistent with the insurance changes agreed to with the Chicago Teachers Union for the 2019-2024 collective bargaining agreement between the CTU and Board. The employee premium contributions effective July 1, 2019 are listed below. There will be no change in the employee contributions for January 1, 2020 or January 1, 2021:

	HMO	PPO	PPO + HSA
Single	2.0%	2.2%	0.0%
Employee + 1	2.2%	2.5%	1.0%
Family	2.5%	2.8%	1.9%

5. All other terms and conditions in the Agreement shall continue and remain in full force and effect through the expiration of this Memorandum of Agreement on June 30, 2021.

Signature: Tom Balanoff

Signature: _____

Print Name: Tom Balanoff

Print Name: _____

Date: 08/21/2020

Date: _____

Signature: DocuSigned by:
Miguel del Valle
672BAF79E1F9427...

Print Name: Miguel del Valle, President

Date: August 18, 2020

Attest:

Board Report No.: 20-0624-EX9

Signature: DocuSigned by:
Estela G. Beltran
06FC32BB76214FE...

Print Name: Estela Beltran, Board Secretary

Date: August 18, 2020

Reviewed and Approved:

Signature: DocuSigned by:
Janice K. Jackson
7970DEEE92FD49F...

Print Name: Janice J. Jackson, Chief Executive Officer

Date: August 11, 2020

Approved as Legal Form:

Signature: DocuSigned by:
Joseph Moriarty
571EC59C33144C5... DS
KG

Print Name: Joseph T. Moriarty, General Counsel

Date: August 11, 2020

 **ORIGINAL**

**AGREEMENT BETWEEN THE CHICAGO BOARD OF EDUCATION
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
Local 1, Firemen & Oilers Division**

July 1, 2016 – June 30, 2020

ORIGINAL

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**AGREEMENT
BETWEEN THE CHICAGO BOARD OF EDUCATION AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1,
Firemen & Oilers Division**

The Chicago Board of Education ("the BOARD") and the Service Employees International Union, Local 1, Firemen & Oilers Division ("the UNION") agree as follows:

PREAMBLE

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

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

ARTICLE 1 - RECOGNITION

1-0. The BOARD recognizes the UNION as the sole and exclusive bargaining representative concerning wages, hours and conditions of employment for employees in the following job classifications:

High School Lunchroom Manager (2777)
Elementary Lunchroom Manager (2738)

1-1. The job duties specified in the job descriptions for Lunchroom Manager (2777) and Elementary Lunchroom Manager (2738), which are attached hereto as Appendix A of this Agreement, shall be the responsibility of and be performed by the respective bargaining unit employees. Lunchroom Managers shall have the authority to issue a Cautionary Notice to lunchroom staff who engage in misconduct in accordance with Group 1 Acts of Misconduct, pursuant to the Employee Discipline and Due Process Policy. The Cautionary Notice given by the Lunch room Manger shall be part of the lunchroom staff's file to be reviewed by the Chief Executive Officer, or his/her designee, when issuing discipline to the lunchroom staff, pursuant to the Employee Discipline and Due Process Policy. Said respective bargaining unit employees shall also be responsible for and perform any other duties consistent with their educational support personnel job descriptions or other duties as the Chief Executive Officer or his/her designee may direct that are not inconsistent with the duties related to their current duties. The Board shall not subcontract bargaining unit work during the term of this Agreement.

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

1-3. No decision on or adjustment of a grievance shall be contrary to any provision of this Agreement.

1-4. Representatives of the Office of Employee Relations shall meet at a mutually agreeable time with representatives of the UNION to discuss matters relating to the implementation and administration of this Agreement

1-5. The BOARD shall furnish the UNION, on a semi-annual basis, with the job title, name, address and work location of every employee who is a member of the bargaining unit.

1-6. The BOARD shall furnish the UNION, on a monthly basis, with the job title, name, address and work location of any new full-time employee who becomes a member of the bargaining unit.

1-7. So that educational programs may operate successfully, notwithstanding any other provision in this Agreement to the contrary, each attendance center and all employees covered by this Agreement shall be subject to the general supervision of the principal.

1-8. The phrase "general supervision" as used herein refers to the main or overall features of the operation of the building, but shall not apply to the specific manner and method of accomplishment of the duties of the personnel covered by this Agreement.

1-9. For the purpose of this Article, an employee shall be considered to be a member of the UNION if he/she tenders the dues and initiation fee required as a condition of membership.

1-10. The BOARD will grant the UNION an opportunity during the orientation of new employees to present the benefits of UNION membership, at which time the UNION may give such employees a copy of this Agreement.

1-11. 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 anyone (1) school year.

1-11.1. Those granted such leaves shall be permitted to pay into the pension fund for time they are on leave, thereby not losing pension time, if they so choose. The BOARD is not obligated to this provision to pay any portion of the employee's pension contribution.

1-11.2. 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.

1-12. Stewards who participate in the process of resolving complaints in the manner indicated herein shall not be subject to discrimination for such action. No steward shall leave his/her work or work location or interfere with the work of another employee without first having obtained the express approval of his/her immediate supervisor.

1-12.1. On or before September 1 of each year, the UNION shall furnish to the BOARD (through the Office of Employee Relations) the official list of stewards and their current work locations. Any change in stewards shall be reported to the Office of Employee Relations, in

writing, as soon as possible after the change becomes effective.

1-12.2. A UNION steward is a BOARD employee who is designated pursuant to UNION procedures. The stewards' responsibilities shall be determined by the UNION for the purpose of assisting bargaining unit employees in processing grievances in accordance with the terms and procedures of this Agreement. The UNION steward or the UNION representative shall have reasonable access to all official files and records, legally permissible, regarding any bargaining unit employee when so designated by the bargaining unit employee involved.

1-12.3. 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.

1-12.4. 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.

1-13. An employee who is delegated to represent the UNION at a convention or other meeting shall be granted time off without pay for such purpose, provided that the employee provides his/her supervisor or manager with fourteen (14) calendar days' advance notice.

1-14. Subject to the safe and efficient operation of the BOARD, consideration will be given to granting vacation time to bargaining unit employees desiring to attend conventions or meetings concerning internal UNION matters.

ARTICLE 2-WAGES

2-1. The wages paid to lunchroom managers and elementary lunchroom managers are set forth in the schedule attached to this Agreement in Appendix C.

2-2. The normal work week shall consist of five (5) consecutive days of eight (8) hours each beginning on Monday and ending on Friday. No shift shall begin earlier than 6:00 a.m. or later than 7:30 a.m. unless otherwise mutually agreed.

2-2.1. All hours worked over forty (40) in a continuous seven- (7-) day period beginning at 12:00 a.m. on Monday and ending at 11:59 p.m. on the following Sunday shall be paid at one and-one-half (1 1/2) times the hourly rate in effect for the applicable classification. At the start of the school year professional development activity or at the beginning of the school year, the Board shall advise bargaining unit members on procedures for requesting overtime. Overtime shall not be unreasonably denied.

2-2.2. Bargaining unit members shall receive time and one-half at the employee's regular rate of pay for supplemental or Saturday program hot meal service provided that the employee has worked in excess of eight (8) hours that day. Bargaining unit members shall receive time and one half at the Lunchroom Attendant (1st year) rate of pay for supplemental or Saturday program cold meal service provided that the employee has worked in excess of eight (8) hours that day.

2-2.3. Principals will be directed to provide two fifteen (15) minute paid breaks and a thirty (30) minute unpaid lunch period per work day for full-time employees. Breaks and lunch will be scheduled by the manager in writing based on the needs of the unit.

2-3. Employees in the bargaining unit shall be paid on alternate Fridays, thirteen days after the end of the pay period.

2-3.1. The BOARD shall pick up for each educational support employee in this bargaining unit a sum equal to seven percent (7%) of the amount due each such employee as base salary (and not from any other remuneration paid pursuant to the terms of the Agreement) for the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund, to be applied to the retirement account of each such employee (not the survivors' annuity account).

2-3.2. The employees shall have no right or claim to the funds so picked up, except as they may subsequently become available upon retirement or resignation from the Municipal Employees' Officers' and Officials' Annuity and Benefit Fund, or as provided under the laws governing the said pension fund.

2-3.3. All employees are required to utilize direct deposit for the payment of their wages.

2-4. The overtime procedures for lunchroom managers and elementary lunchroom managers shall be in conformity with the annual salary schedule adopted by the BOARD.

2-5. Effective on the dates set forth below, the BOARD will provide the following increases to the bargaining unit:

July 1, 2016: 1% increase
July 1, 2017: 1% increase
July 1, 2018: 1.5% increase
July 1, 2019: 1.5% increase

The foregoing increases are subject to re-opener on 10-days' notice from the BOARD to the UNION in the event grant funding is reduced or materially changed such that the BOARD is required to subsidize available grant funding from the United States Department of Agriculture Nutrition Grant.

2-7. All Pool Lunchroom Managers shall be reimbursed for mileage between their home school and their assigned school(s) pursuant to the then current IRS standard mileage reimbursement rate.

2-8. Any changes with regard to policy matters directly affecting the benefits enumerated in this Agreement, including wages, hours and terms and conditions of employment, will be negotiated with and agreed to by both the BOARD and the UNION.

ARTICLE 3-- SENIORITY

3-0. When regularly appointed educational support personnel lunchroom managers and elementary lunchroom managers are to be laid off, such layoffs shall be made according to the BOARD's Layoff, Interim Assignment, and Reappointment of ESP's (PSRP's) Policy.

3-1. Laid off regularly appointed educational support personnel lunchroom managers and elementary lunchroom managers shall be considered for reappointment in accordance with the BOARD's Layoff, Interim Assignment, and Reappointment of ESP's (PSRP's) Policy. No regularly appointed educational support employee shall be laid off until all probationary employees in the unit are laid off.

3-2. The order of layoff and recall of probationary employees shall be made in accordance with the BOARD's Layoff, Interim Assignment, and Reappointment of ESP's (PSRP's) Policy, provided that said layoff or recall does not have a negative effect on the BOARD's efforts to ensure equal employment opportunities consistent with Article 9 of this Agreement.

3-3. 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, shall be counted towards the completion of the probationary period.

3-4. Within ninety (90) days of the ratification of this Agreement, the BOARD will update the seniority list for bargaining unit employees; thereafter, the BOARD will update the seniority list on an annual basis as determined by the BOARD. A copy of the updated seniority list shall be provided to the UNION. Upon receipt of the updated seniority list, the UNION shall have sixty (60) days in which to notify the Office of Employee Relations, in

writing, of any errors in the list. If the UNION fails to submit such notice, then the seniority list shall become final and binding upon the parties.

3-5. Where bargaining unit employees have the same seniority date, such ties for the above stated list shall be ranked in favor of the following:

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

ARTICLE 4 - CHECK OFF/FAIR SHARE

4-1. 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.

4-1.1. 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.

4-1.2. The authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective bargaining agreement between the BOARD and the UNION, whichever occurs first. Each employee shall have the right to revoke this election not more than sixty (60) days and not less than thirty (30) days prior to the final date of any irrevocable period in effect. Such revocation shall be effective upon receipt of written notice to the BOARD and the UNION within the sixty- (60-) day to thirty- (30-) day period.

4-2. The UNION shall indemnify and hold harmless the BOARD and its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that may arise out of or by reason of any action taken by the BOARD for the purpose of complying with the provisions of this Article. If any incorrect deduction is made, the UNION shall refund any such amount directly to the involved employee.

4-3. a) All employees covered by this Agreement will within thirty (30) days of their employment by the BOARD either (1) become members of the UNION and pay to the UNION the regular UNION dues and fees or (2) pay to the UNION each month their fair share of the UNION's costs that are chargeable to non-members under state and federal law.

- b) Such fair share payment by non-members shall be deducted by the BOARD from the earnings of the non-member employees and remitted to the UNION, provided, however, that the UNION shall certify to the BOARD the amount constituting said fair share not exceeding the dues uniformly required of members of the UNION and shall certify that said amount constitutes the non-members' proportionate share of the UNION's chargeable costs.
- c) Upon receipt of said certification, the BOARD shall provide the UNION with the names and addresses of all employee non-members of the UNION from whose earnings the fair share payments shall be deducted and their work locations.
- d) If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the UNION, the UNION shall promptly adopt said determination and notify the BOARD to change deductions from the earnings of non-members to said prescribed amount.
- e) Employees who are members of a church or religious body having a bona fide religious tenet or teaching that prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of UNION dues to a non-religious charitable organization mutually agreed upon by the UNION and the affected employees as set forth in the Illinois Educational Labor Relations Act.

4-4. The BOARD, upon receipt of a payroll deduction authorization card signed by a bargaining unit member, shall deduct from the wages of such employee the amount specified on the card as a regular contribution to the SEIU, Local 1 PAC Fund. The BOARD will regularly remit such sums deducted for that purpose no less than monthly to the UNION. The employee at any time may revoke in writing his/her authorization of the SEIU, Local 1 PAC Fund payroll deduction. The UNION shall indemnify, defend and hold harmless the BOARD against any claim, demand, suit or liability arising from any action taken by the BOARD in complying with this Section.

ARTICLE 5 - GRIEVANCE PROCEDURE

5-1. **Definition:** A grievance is a complaint involving a work situation in which a party to or an employee covered by this agreement alleges that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. A grievance does not include a complaint of discrimination covered by the BOARD'S Comprehensive Non-Discrimination Policy. Grievances making those allegations shall be referred to the Equal Opportunity Compliance Office and resolved exclusively through the investigatory processes of that office.

5-2. Union Investigation of Grievances. A principal or head administrator shall allow the UNION representative a reasonable period of time to investigate grievances. In the event clarification is necessary as to what constitutes reasonable time, the Director of Employee Relations, after consultation with the UNION, shall make the final determination. The UNION's President or his or her designee shall be accorded all the rights of the UNION in any school. Time allowed shall be confined to investigating grievances that have been brought to the principal's or head administrator's attention.

5-3. Adjust of Grievances – School Level

5-3.1. Informal Resolution. Before he or she files a formal grievance, a grievant should make a sincere attempt to resolve any dispute on an informal basis with the principal or head administrator or their designees. The UNION may assist the grievant in seeking an informal resolution if the grievant desires.

5-3.2. Form, Timelines and Consolidation. A grievant or the UNION shall file a grievance in writing within fifteen school days after the occurrence of the event giving rise to the alleged violation, or within fifteen school days from the time the grievant or the UNION should reasonably have become aware of the occurrence of the event giving rise to the alleged violation, whichever is later, except, in the case of a salary grievance, the grievant or the UNION may file a salary grievance within three calendar years if the date on which the salary grievance arose. The grievant, the UNION representative or the UNION President shall sign the grievance. The grievance shall describe the violations alleged, including the article and section of this Agreement, and include a brief statement of facts sufficient to inform the principal or head administrator of the specific complaint and desired outcome.

If two or more grievants have the same grievance, the UNION may file a joint grievance and process them as a single grievance.

5-3.3. Schedule of Meeting. Upon receipt of a grievance in writing, the principal or the grievant's head administrator if the grievant is not assigned to an individual school shall confer within five school days with the grievant and others involved in the grievance. At this conference the facts shall be discussed, and an effort shall be made to adjust the matter to the satisfaction of all concerned.

5-3.4 Meeting Participants. The grievant may be heard personally and may be represented by the UNION President or the UNION President's designee. An assistant principal may participate in the grievance meeting at the principal's direction.

5-3.5. Principal or Head Administrator's Decision. The principal's or the grievant's head administrator if the grievant is not assigned to an individual school shall make a decision and communicate it and the bases for the decision in writing to the grievant, the UNION designee and the Director of Employee Relations within five school days after the completion of the conference.

5-4. Chief Executive Officer's Review.

5-4.1. *Requests for Review.* Within fifteen school days after receiving the decision of the principal or the grievant's head administrator if the grievant is not assigned to an individual school, the grievant, through the UNION, may appeal to the Chief Executive Officer through the Director of Employee Relations. Copies of the original grievance, the appeal and any decision rendered shall be forwarded to the Director of Employee Relations with the request to review.

5-4.2. *Advance-Step Filing.* The UNION may initiate a grievance at Section 5-4.1 if the grievance concerns an action that initiated outside of the employee's school or unit. All grievances that are not school based shall be filed with the Office of Employee Relations at the second step.

5-4.3. *Consolidation.* The Chief Executive Officer or designee may consolidate grievances that are the same and process them as a single grievance.

5-4.4. *Review Meetings.* The Chief Executive Officer or the Director of Employee Relations or his or her designee shall meet within ten school days with the grievant, his or her UNION representative, if any, and the principal or head administrator provided however that the Chief Executive Officer, Director of Employee Relations or designee shall not be required to conduct a meeting on grievances that are untimely and in those instances shall so inform the UNION in writing. The Chief Executive Officer or designee will give all participants two school days' notice of the time and place of the meeting and may conduct the meeting via electronic means including, but not limited to, video-, virtual- and tele-conferencing.

5-4.5. *Witnesses at CEO Level Meetings.* The UNION may present up to two witnesses at a grievance meeting at the Central Office level. Witnesses shall only be permitted for the purpose of offering evidence on disputed issues of fact that are raised by the grievance. They shall not be permitted for the purpose of offering character evidence or damage evidence. Witnesses may only be present at meetings conducted after school hours or on lunch hours. Witnesses may be present via electronic means including, but not limited to, video-, virtual-, and tele-conferencing. CPS shall not incur any cost related to the presentation of a witness.

5-4.6. *CEO or Designee's Decision.* The Chief Executive Officer or the Director of Employee Relations or his or her designee shall make a written decision and communicate the same and the bases for the decision to the parties involved within twenty school days after the meeting.

5-5. Mediation.

5-5.1. *Mediation.* The UNION and the BOARD shall create a mediation panel for the purpose of attempting to resolve grievances and certain disciplinary matters.

5-5.2. Mediation Panel. The BOARD and the UNION shall create a three-person mediation panel consisting of the following: a mediator selected by the parties and one permanent representative designated by each party.

5-5.3 Requests for Grievance Mediation. Simultaneously with a demand for arbitration under this Article, the UNION may submit a written request for mediation to the Director of Employee Relations. The grievance will proceed to mediation unless the Director of Employee Relations notifies the UNION, in writing, within ten school days that the BOARD does not agree to submit the grievance to mediation.

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

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

5-5.4 Requests for Mediation of Certain Disciplinary Matters. In accordance with Article 11 of this Agreement, the UNION may request that disciplinary suspensions of six or more days be submitted to the mediation process created by this Article within five school days of the issuance of the discipline. The UNION may not submit a disciplinary suspension to mediation on behalf of employees who have legal actions pending concerning that disciplinary suspension unless the employee agrees to dismiss the legal proceeding with prejudice. Disciplinary suspensions that are submitted to mediation shall not be served until the conclusion of the mediation.

5-5.5 Mediation Panel Meetings and Authority. The mediation panel shall develop a schedule of standing meetings (which may be monthly or bi-monthly) to mediate grievances and disciplinary suspensions. Prior to each mediation session, the BOARD and the UNION will submit to the mediator all relevant grievance documents for the grievance or grievances or disciplinary suspensions to be addressed at that session. Additional mediation sessions may be conducted upon request of the BOARD or the UNION on an as needed basis. The mediation panel may hear from grievants, disciplined employees, and principals or head administrators either in person or via electronic means including video conferencing.

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

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

5-6. Arbitration of Grievances.

5-6.1. *Permanent Panel.* The parties shall establish a permanent panel of arbitrators to conduct hearings and to issue final and binding awards on grievances. Arbitrators shall have no jurisdiction to hear disciplinary matters except as specifically set forth in this Agreement.

Arbitrators may be removed from the permanent panel by written notice from one party to the other requesting removal. Cases pending before a removed arbitrator shall not be affected. The parties shall make every effort to agree upon a substitute arbitrator. In no event may the arbitration panel be fewer than seven arbitrators.

5-6.2 *Demand for Arbitration.* Within fifteen school days after receiving the decision of the Chief Executive Officer or the Director of Employee Relations or his or her designee, pursuant to Articles 5-4 of this Agreement, the UNION only may file a demand for arbitration with the Director of Employee Relations. Within fifteen school days thereafter, the parties will mutually agree to an arbitrator for that grievance, selecting from the permanent panel. If the parties cannot mutually agree upon an arbitrator, then the arbitrator shall be selected through a striking process with the UNION striking first and then the BOARD until one arbitrator remains. Within five school days of selection of an arbitrator, the parties will contact the arbitrator directly and notify the arbitrator of his or her appointment, request available hearing dates, and mutually agree to a hearing date. At least seven calendar dates before the hearing, the arbitrator shall mail notice of the date, time and place of the hearing to the BOARD and the UNION. The arbitrator for good cause shown may postpone the hearing or extend any period of time upon request of a party or upon his or her own initiative and shall postpone the hearing or extend any period of time upon mutual agreement of the parties.

5-6.3. *Subpoenas in Arbitration.* Whenever the UNION requests the issuance of subpoenas for the appearance of witnesses at an arbitration hearing, the UNION shall immediately forward copies of such requests to the Director of Employee Relations.

5-6.4. *Decisions and Awards.* Within thirty calendar days after the completion of the hearing, the arbitrator shall render a decision and opinion. The decision shall be final and binding on the parties. The cost of the arbitrator shall be equally shared by the parties.

ARTICLE 6--NO STRIKE

6-0. During the term of this Agreement, the UNION and/or any member of the bargaining unit shall not strike or picket in any manner which would tend to disrupt the operation of the Chicago Public Schools:

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

ARTICLE 7--MISCELLANEOUS BENEFITS

7-1. Telephone Access. For safety and security reasons, the principal in each school building will designate at least one (1) working telephone for use of employees covered by this Agreement who may be required to work after normal and regular school hours.

7-2. 12-Month School Year. The BOARD may declare a twelve- (12-) month school year for any and all schools or attendance centers and require that any employees hired on less than a twelve- (12-) month basis work up to twelve (12) months. Compensation for affected employees shall be adjusted on a pro rata basis.

7-3. Sanitation Certification. Employees required to have a Sanitation Certificate are responsible for maintaining the certification and meeting City of Chicago's recertification deadlines. Failure to do so will result in discipline which can be initiated by Nutrition Support Services.

Employees required to renew a Sanitation Certificate shall pay the State of Illinois and City of Chicago licensing fees. The BOARD will offer BOARD-sponsored recertification courses to bargaining unit members at no cost to bargaining unit members who are seeking renewal of their certificate. It is the employee's sole responsibility to enroll in the class(es) required for recertification and/or licensure. If that employee is unable to pass the recertification exam after three attempts, the employee will be eligible to participate in other BOARD-sponsored recertification courses, so long as that employee's certification has not expired. In no instance shall a bargaining unit member in a position requiring certification be permitted to continue to work without the required certificate beyond what the licensing agency permits.

ARTICLE 8-AMENDMENTS

8-0. In the event either party wishes to modify or amend this Agreement, written notice thereof shall be given to the other party at least thirty (30) days prior to the consideration of said modification or amendment. The parties shall thereafter meet to discuss the proposed modification or amendment, and, if said modification or amendment is thereafter agreed upon, in writing, this Agreement will be so amended.

ARTICLE 9-FAIR PRACTICES

9-0. In accordance with the laws of the United States and the State of Illinois and the established policies and practices of the BOARD and the UNION, there shall be no prohibited discrimination against any bargaining unit member on the basis of race, creed, color, age, sex, national origin, marital status, sexual orientation, mental or physical handicap or disability or membership or participation in, or association with, the activities of the UNION.

ARTICLE 10 - ENTIRE AGREEMENT

10-0. Neither the BOARD and its representatives nor the UNION and the members of the bargaining unit shall take any action violative of or inconsistent with any provisions of this Agreement. The parties agree that each has exercised its right to bargain for any provision it wished to be included in this Agreement; that if either party has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement; and that this Agreement and its side letters constitute a complete agreement as to all matters upon which the parties have or might have bargained.

10-1. The UNION and the BOARD agree that where, in the course of negotiating the Agreement, either the UNION or the BOARD withdrew any of its proposals in the interest of reaching an agreement, neither the UNION nor the BOARD will rely upon the UNION's or the BOARD's withdrawal of proposals as evidence of any UNION or BOARD intent in any future arbitration or for any other purpose whatsoever.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

11-0. Discipline as used herein includes suspension or lesser disciplinary action, including reprimand.

11-1. The principal or an administrator at a higher level shall direct supervise, evaluate, suspend with or without pay and discipline all school-based and citywide employees covered by this Agreement only for just cause. The Principal, Administrator or Board designee shall follow the Chicago Board of Education's Employee Discipline and Due Process Policy, including the provision regarding progressive discipline. S/he shall take into account the mitigating circumstances advanced by Lunchroom Managers in determining whether to discipline and what level of discipline to impose. The Board shall timely discipline employees to avoid stacking of charges and to give employees the opportunity to remediate conduct that is remediable. Nutrition Support Services representatives shall meet with the Union upon request to discuss issues related to the administration of employee discipline.

11-1.1. If discipline is contemplated, members of the bargaining unit shall be afforded a conference to discuss the incident(s) that gave rise to the contemplated discipline. The bargaining unit member and the UNION shall be given written notice three (3) working days prior to the scheduled conference date. Said notice shall state (1) that the conference may result in disciplinary action and shall describe the type of discipline to be considered; (2) the alleged misconduct which led to the scheduling of the conference; and (3) the time, date and place of the conference. The UNION shall be present at the conference. The bargaining unit member has the right to refuse representation at the conference. The BOARD shall be responsible for notifying the UNION. The conference shall be conducted by the Chief Executive Officer or his/her designee.

11-1.2. At this conference, the member of the bargaining unit and/or a UNION representative (including a steward) representing the bargaining unit member shall be given the opportunity to respond concerning the alleged misconduct. The Chief Executive Officer's designee shall report the findings and make a recommendation to the Chief Executive Officer.

11-1.3. No disciplinary action shall be imposed until the final decision of the Chief Executive Officer is transmitted by personal service (or by certified mail, return receipt requested) to the employee and the UNION and the return receipts are returned and received by the Chief Executive Officer or his/her designee. No member of the bargaining unit shall be disciplined or discharged except for just cause. Members of the bargaining unit may be suspended without pay for disciplinary reasons for a period not to exceed thirty (30) work days.

11-2. Discipline and discharge of bargaining unit employees shall be in accordance with the BOARD's Employee Discipline and Due Process Policy. No discipline or discharge of bargaining unit employees by the BOARD shall be without just cause, except for probationary employees.

11-3. All decisions below the level of the Chief Executive Officer shall be subject to review and reconsideration by the Chief Executive Officer.

11-4. Only BOARD decisions involving discharge or suspension over fifteen (15) days are arbitrable under this Article, except as provided by Article 5-5.

11-4.1. Within ten (10) working days after receipt of the decision of the Chief Executive Officer regarding discharge or suspension over fifteen (15) days the UNION only may appeal from the decision of the Chief Executive Officer to the Federal Mediation and Conciliation Service for arbitration under its rules. Following the appeal of the grievance to arbitration and prior to the hearing, upon agreement of the parties, a grievance may be submitted for voluntary mediation before a neutral person. The cost of the mediation shall be shared equally by the parties.

11-4.2. The arbitrator shall hold a hearing within twenty (20) days of his/her appointment unless otherwise agreed by the parties. Five (5) days' notice will be given to all parties of the time and place of the hearing. Within twenty (20) days after completion of the hearing, the arbitrator shall render his/her decision. The decision shall be final and binding on the parties. The cost of the arbitrator shall be shared equally by the parties.

11-4.3. In reaching his/her decision, the arbitrator shall have no power or jurisdiction to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The arbitrator's powers shall be limited to deciding whether the parties have violated, misinterpreted or misapplied any of the terms of this Agreement in connection with the discharge or suspension over fifteen (15) days.

11-5. Records of disciplinary action shall be removed from the personnel file one (1) year after the conclusion of the disciplinary action.

11-6. Any arbitration involving the discharge of a non-certificated, union-represented employee shall be in accordance with the guidelines set forth in Appendix D.

11-7. The parties agree to create a committee composed of a UNION representative and a BOARD representative to discuss and clarify the responsibilities and obligations of bargaining unit members, if any, in the disciplinary process.

11-8. The parties agree to create a committee composed of a UNION representative and a BOARD representative to discuss and clarify the role that the Department of Employee Relations plays in the disciplinary process.

ARTICLE 12 - RESIDENCY

12-1. The BOARD's residency policy shall be applicable to all members of the bargaining unit who have been initially employed by the BOARD on or after November 20, 1996. If residency within the city limits was not required at the time of initial employment, it shall not be imposed as a condition of employment at a later date to determine compensation, retention, promotion, assignment or transfer.

ARTICLE 13 – LEAVES OF ABSENCE

13-1. Vacations. All bargaining unit employees shall be granted recess vacation pay in accordance with 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

d)

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

13-2. Holidays. The BOARD will establish holidays that will be observed on an annual basis at the time it adopts the academic calendar. Up to eight paid holidays will be observed during the school year generally as follows: Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving, Martin Luther King's Birthday, President's Day, and Memorial Day. The Board may change the composition of holidays based on calendar needs. Paid holidays that fall on Sunday will be observed on Monday; holidays that fall on Saturday are not observed. The Board also includes one unpaid holiday in its school year calendar, namely the day before Thanksgiving.

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 holiday.

13-3. Sick Day Benefit Days Granted On and After July 1, 2012. On July 1, 2012, and each July 1 thereafter, the BOARD shall grant eligible employees up to ten (10) sick days per year based on anticipated active employment for the next school year. Sick days granted on and after July 1, 2012 that are unused at the end of the fiscal year will not be carried over to the next fiscal year. The BOARD shall not pay out to any employee the value or any part of the value of any sick days granted on and after July 1, 2012 that are unused at the time the employee separates from BOARD employment for any reason.

13-3.1. The pay for one (1) sick day shall be calculated by multiplying the number of hours the employee is assigned per day by his/her regular hourly rate of pay.

13-3.2. New employees are not eligible for sick leave during the first sixty (60) calendar days of their employment. After this sixty- (60-) day period, such employees shall accrue and be granted sick days retroactive to their dates of appointment.

13-3.3. *Transfer of Sick Days*.

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

Local Guidelines. Each school shall establish a sick leave bank for bargaining unit employees in accordance with the guidelines established by the BOARD.

13-3.4. *Unused Sick Day Benefit Banks Earned Prior to July 1, 2012*. Bargaining unit employees shall retain any bank of unused sick days that the bargaining unit employee accumulated prior to July 1, 2012 in a "retained sick day bank." Employees may use days from their retained sick day bank at their own election during a short-term disability leave as

set forth below. Up to three hundred, twenty-five (325) retained sick days earned from BOARD employment prior to July 1, 2012 and left unused in the retained sick day bank at the employee's resignation, retirement or death shall be paid out at the employee's rate of pay at the time of the employee's separation based on the following qualifying events and in the following percentages:

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

For employees hired before July 1, 2012, CPS will contribute, at retirement, the employee's accumulated sick payout to the employee's 403(b) account, up to the maximum extent allow by law. If no account exists, one will be established with one of the authorized vendors, based on agreed-upon criteria.

- A contribution will be made for all employees, with sick pay balances eligible for payout and meeting the pension benefit eligibility requirements.
- No exceptions.
- Contributions made from the employee's sick leave payout will not be subject to state or Medicare tax, as allowed by law.

13-3.5. *Short-Term Disability (including Paid Maternity Leave) Benefits.* Effective July 1, 2012, or as soon thereafter as possible, the Board shall establish a short-term disability and paid maternity leave policy for employees who are eligible for health care benefits. The short-term disability policy shall provide disability benefits for employee illness in excess of ten (10) consecutive days (including maternity leave days) as follows: (a) one hundred percent (100%) of the employee's regular full-time pay for the first thirty (30) calendar days of the employee's disability and/or maternity leave; (b) eighty percent (80%) of the employee's regular full-time pay for calendar days thirty-one (31) through sixty (60) of the employee's disability and/or maternity leave; and, (c) sixty percent (60%) of the employee's regular full-time pay for calendar days sixty-one (61) through ninety (90) of the employee's disability

and/or maternity leave.

13-3.6. Eligibility for Short-Term Disability and Paid Maternity Leave Benefits. Employees are eligible for short-term disability if they satisfy the following requirements:

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

The short-term disability plan adopted by the Board may include other eligibility requirements to qualify for the benefit.

13-3.7. *Employee Benefits during Paid Short-Term Disability Leave.* Employees on short-term disability leave may continue their employee benefits (health, dental, life, 403(b), etc.) on the same terms as if they were actively employed. Deductions shall be made from short-term disability payments for those benefits.

13-3.8. *Coordination with FMLA and Supplemental FMLA Leaves of Absence.* Short-term disability leaves and any period of sick leave use immediately preceding the short-term disability leave period run in parallel with qualifying FMLA leaves of absence. Time spent on a short-term disability leave of absence shall count toward the maximum number of days or weeks of FMLA or Supplemental FMLA leaves of absence.

13-3.9. *Employee Election to Use Retained Sick Days during Short-Term Disability.* Employees with retained sick day banks may elect to use retained sick days in lieu of disability benefits for days thirty-one (31) to ninety (90) of short-term disability.

13-3.10. *Consecutive Days Absence.* If an employee is absent for illness in excess of five (5) consecutive days, the employee shall submit a physician's certificate (or a certificate from the employee's religious advisor if the employee's treatment involves prayer or other spiritual means) to his/her supervisor to receive pay for such sick days. If an employee's supervisor has a reasonable suspicion that an employee is abusing sick leave, the supervisor may require the employee to submit such certificate after the employee uses one (1) sick day.

13-3.11. *No Accrual or Accumulation of Sick Day after 6/30/2012.* All sick days granted after June 30, 2012 will neither accrue nor accumulate.

13-4. Bereavement Leave. If an employee is absent because of the death of his/her parent, spouse, child, brother or sister or a step-parent who is married to a parent of the employee, the employee shall be paid his/her basic salary for the number of week days he/she is absent from the date of the death to the date he/she returns to work, provided that such leave shall not exceed ten (10) week days (including all holidays and layoff days). If the employee is absent in excess of five (5) week days, such days shall be charged against the employee's accumulated bank of sick days.

13-4.1. If an employee is absent because of the death of his/her grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, nephew, niece, uncle, aunt or first cousin, the employee may elect to use his/her accumulated bank of sick days for (1) the number of week days he/she is absent from the date of the death to the date of the burial and (2) the necessary time for return travel if the funeral is held outside the City of Chicago, provided that the employee may only use a maximum of five (5) sick days (including all holidays and layoff days) for such leave.

13-5. Court Attendance. An employee shall be granted leave to attend court without loss of compensation when the employee's court attendance is required either (1) in connection with litigation in which school interests or records are involved; or (2) when the State of Illinois, City of Chicago or BOARD is a party to the litigation, and the employee is not personally interested in the outcome of the litigation.

13-5.1. If an employee is subpoenaed as a witness within Cook County, Illinois and is not personally interested in the outcome of the litigation, the employee shall be granted leave to attend court with full pay less an amount equal to the statutory subpoena fee.

13-6. Jury Duty. All bargaining unit employees shall be granted leave for jury duty in the State of Illinois with full pay less an amount equal to the amount received by the employee as compensation for such jury duty.

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. All full-time employees who have one (1) or more years of service with the BOARD shall be granted three (3) personal days during each calendar year without loss of compensation or deduction from his/her accumulated bank of sick days. Effective July 1,

2012, a current employee's allotment of personal leave benefit days ("Personal Days") will be granted annually during the first payroll period of the fiscal year in July rather than the first payroll period of the calendar year in January.

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

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

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

13-8.3. As of July 1, 2012, Personal Days shall not be accumulated, shall not be cashed out, and may not be used as service credit or rolled into a sick bank.

13-8.4. For current employees, Personal Days granted in January 2012 that are unused by December 31, 2012, will roll over into the employee's Retained Sick Leave Bank. Personal Days granted in July 2012 and every July thereafter that are unused by June 30 of the fiscal year in which the Personal Days were granted, shall be forfeited.

13-8.5. For new employees hired after July 1, 2012, all Personal Days granted must be used by June 30th of the fiscal year in which Personal Days were granted, or shall be forfeited.

13-9. Leave To Attend Conferences. The Chief Executive Officer may grant a full-time bargaining unit member leave without loss of compensation to attend professionally related conferences, meetings, workshops or conventions, which in the judgment of the Chief Executive Officer are beneficial or related to the work of the schools.

13-10. Unpaid Leave. All bargaining unit employees who have been employed for three (3) months or more may be granted a leave of absence without pay by the Chief Executive Officer or General Counsel (or their designees) for a period of not more than two (2) years.

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 up to twelve (12) weeks of FMLA leave shall be entitled on return from such leave at the conclusion of the up to twelve (12) weeks 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.

13-12. Election Day. An employee may request, and shall receive, up to 2 hours off to vote in a primary, general or special election or any election submitted to a popular vote in the State of Illinois provided an employee's working hours begin less than 2 hours after the opening of the polls and end less than 2 hours before the closing of the polls. Such employees

shall submit a request in writing to the BOARD at least three (3) work days prior to the election day and (2) the BOARD may designate the hours during which such leave may be taken subject to operational needs.

13-13. Leave Policies and Procedures. The BOARD's policies and procedures governing paid and unpaid leaves of absence are set forth in the *Rules of the Board of Education of the City of Chicago* and the *Chicago Public Schools Policy Manual*, except as may be modified by this Agreement.

13-14. Health Care Benefits. Except as otherwise provided by law, an employee on an approved leave of absence shall have the right to continue his or her health care coverage on the same terms and conditions as employees in active service, provided that the employee pays the full cost of such coverage in accordance with Article 14.

13-15. Return from Leave. Except as otherwise required by law, an employee who decides to return to active service following an approved leave of absence shall have the right to apply and be considered for vacant positions on the same terms and conditions as other applicants for employment with the BOARD.

ARTICLE 14 – INSURANCE

14. Health Care Benefits. Creation of Health Care Plan and Employee Benefits Handbook. The BOARD shall create a health care plan ("Plan") that provides employees the option to purchase health insurance coverage for themselves and their eligible dependents.

14-1. Enrollment. The BOARD will offer employees the opportunity to enroll in the plan within thirty-one (31) days of hire and at annual open enrollment. Dependents may be added or deleted from coverage at open enrollment or at other times in accordance with the Health Plan. Dependents may include: the employee's spouse or civil union partner and up to the maximum age required by law, the employee's children and adopted, step and foster children.

14-2. Plan Components. The Plan shall include medical coverage, including prescription drug coverage, and shall provide employees different options in choice of plans; dental insurance coverage; and vision insurance. The BOARD may offer these plans through insured arrangements or on a self-insured basis through a third party administrator. The BOARD shall select plan providers and third party administrators through BOARD procurement processes.

14-3. Employee Health Care Contributions.

- (a) *Medical Coverage.* Contributions to health care for active employees and employees on an approved leave of absence under the Family and Medical Leave Act shall vary by plan and by Single, Employee plus 1, or Family Coverage. Contributions shall be

a percentage of base salary that shall be deducted from employees' pay on a per pay period basis, pursuant to Appendix E,:

Separated employees, employees on approved supplemental family and medical leaves, and other employees who experience a loss of coverage under the plan following a qualifying event under COBRA shall be eligible to elect continuation coverage as provided under COBRA. Employees on approved Workers' Compensation leaves shall be permitted to continue their participation in the plan at regular employee rates.

- (b) *Dental Coverage.* The BOARD shall provide a basic, single coverage dental plan to employees at no cost to the employee. Employees may elect other dental coverage including Single plus 1 or Family Coverage and shall pay a contribution toward that coverage, which shall be determined by the BOARD on an annual basis. The BOARD shall deduct contributions from employees' pay on a per pay period basis.
- (c) *Vision Coverage.* The BOARD shall continue to provide active employees and their covered dependents basic vision coverage at no charge. Employees may elect an enhanced vision coverage which includes coverage for replacement contact lenses every 12 months and eyeglass frames every 24 months. Employees shall contribute on a per pay period basis to enhanced vision coverage at rates established by the BOARD annually.

14.4 Contribution Differential for Tobacco Users. If a covered individual is a tobacco user, the employee will pay a contribution differential, prorated to a per pay period basis:

- a. An employee who earns thirty thousand dollars (\$30,000) or less, including overtime, shall pay one hundred, fifty dollars (\$150) per year per covered individual who is a tobacco user as a contribution differential. The \$150 per year shall be prorated per payroll period. An employee who earns more than thirty thousand dollars (\$30,000), including overtime, shall pay two hundred, fifty dollars (\$250) per year per covered individual who is a tobacco user as a contribution differential. The \$250 per year shall be prorated per payroll period.

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

14-6. Life Insurance. The BOARD shall provide each bargaining employee a term life insurance policy of \$25,000 at no cost to the employee. The BOARD shall provide employees options to purchase additional coverage on his or her life equal to 1, 2, 3 or 4 times the employee's base salary. The BOARD shall also provide employees the option to purchase life insurance with a value of up to \$50,000 on the life of a spouse or up to \$10,000 on the life of a dependent child. Rates for additional coverage shall be determined by the life insurance provider.

14-7. 403(b) and 457 Plans. The BOARD shall offer employees a 403(b) and 457 plan whereby employees may contribute pre-tax wages to accounts intended to be used during the employees' retirement. 403(b) and 457 Plans shall be governed by their Plan Documents and shall be governed by Internal Revenue Service Rules regarding their operation.

14-8. Health Care Benefits for Employees on Leave. Except as otherwise provided by law, an employee on an approved leave of absence shall have the right to continue his or her health care coverage on the same terms and conditions as employees in active service, provided that the employee pays the full cost of such coverage in accordance with Article 14.

ARTICLE 15 – DURATION OF AGREEMENT

15-1. This Agreement shall be effective as of July 1, 2016, and shall remain in effect through June 30, 2020.

15-1.1. Negotiations for a subsequent agreement will commence no later than May 1, 2020, upon written request of either party filed at least two (2) weeks before this date. The UNION shall submit its proposals within the thirty (30) days prior to the commencement of negotiations.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their Presidents and attested by their Secretaries this 16th day of February, 2017.

BOARD OF EDUCATION OF THE CITY
OF CHICAGO,

BY: Frank M. Clark
Frank Clark
President

Dated: 2/16/17

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 1,
FIREMEN AND OILERS DIVISION,

BY: Tim Healy
Tim Healy
President

Dated: 2/8/17

BOARD CEO APPROVAL:

Forrest Claypool 
Forrest Claypool
Chief Executive Officer

Dated: 2-13-17


ATTEST:

Estela H. Beltran
Estela Beltran
Board Secretary

Board Report No.: 17-0125-EX4-1

Dated: 2/16/17

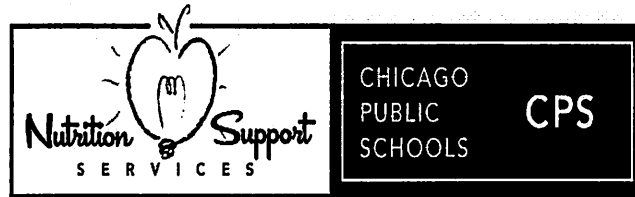
Approved as to legal form:

Ronald L. Marmer 
Ronald Marmer
General Counsel

Dated: 2-9-17

JOB DESCRIPTIONS

APPENDIX A



Job Title - Elementary Lunchroom Manager and High School Lunchroom Manager

Definition

Under general supervision, manages the operations of the elementary or high school lunchroom in compliance with departmental guidelines and performs related duties as required. During the bidding and interview process, Manager must provide copy of a valid sanitation license or confirmation of a passing grade from a class or program while awaiting the physical certificate from the City of Chicago to the Board.

Essential functions may include, but are not limited to, the following:

- *Supervises lunchroom personnel and participates in preparation of food items in accordance with accepted practices established by Nutrition Support Services.
- *Ensures that food is prepared following menu, recipes and production records to ensure nutrition guidelines are being met, while Hazard Analysis & Critical Control Points (HACCP) guidelines for safe food handling are being followed.
- *Ensures that all aspects of the accountability process are being followed in accordance with NSLP, ISBE and Nutrition Support Services guidelines.
- *Ensures that all required paperwork is completed accurately, including but not limited to: P.O.S., Mosaic, Websmart, deposit slips, production records, cook's temperature logs, line temperature logs, food delivery records, and refrigeration temperature logs.
- *Follows all cash handling policies and procedures with integrity and accuracy.
- *Forecasts accurately to ensure that enough food is prepared and checks food and stock levels throughout the day.
- *Conducts daily meetings and monthly food service training sessions with lunchroom staff.
- *Prepares a work schedule for all employees.
- *Completes an accurate inventory using the appropriate format within the allotted time frame as assigned.

*Orders accurately based on inventory levels and menu.

*Ensures that deliveries are correct.

*Documents all discipline issues immediately.

*Attends all scheduled meetings, workshops and training.

*Has regular and predictable attendance and is punctual.

*Supervises and participates in all detail cleaning.

*Possesses the ability to handle all types of food, including pre-prepared and raw.

*Ensure and/or complete all tasks designated for the success of the food service operation on a daily basis.

*Assists with the completion of daily tasks required in any vacant position, including but not limited to cook, in addition to their regularly assigned duties.

Other functions that may be required:

*Wash pots, pans and sheet trays

*Clean equipment and facilities

*Serve food

*Sweep and mop floors

*Vacuum all food service-related areas

*Wash walls and clean all food service equipment.

*Wipe tables and restock for the following day

Must perform any other duties, as assigned, for the purpose of meeting nutrition and meal requirements, as well as ensuring an efficient and effective work environment. Will be required to assist with the piloting or implementation of new programs within the scope of the food service operation.

Training and experience/education and experience

High School Diploma, GED or equivalent

Knowledge, abilities and skills

Must possess an understanding and caring attitude toward students and be available to serve the students in a polite and professional manner. Must be able to communicate effectively in both written and verbal form, with the staff, students, faculty, administrators and supervisors. Must have basic math skills and be able to add, subtract, multiply and use fractions. Must take and pass the skills assessment test for the position.

Physical requirements/Physical demands

Required to lift or exert force of 25 lbs frequently and 50 lbs occasionally. Must be able to stand for long periods of time, stoop, climb, bend, reach, handle and finger objects. Must be able to taste, smell and see in order to identify odors and distinguish colors. Must be able to work in environments with some temperature extremes. There is no light duty in Nutrition Support Services. All ADA guidelines are followed. Note: All Lunchroom Managers hired prior to the ratification of this Agreement will have met this requirement.

Certificate requirements

Must possess a valid Chicago Department of Public Health Certified Food Service Manager Certificate.

This position is subject to the Chicago Public Schools Drug & Alcohol Free Workplace Policy which includes pre-employment testing, post-accident testing, reasonable suspicion testing, return to duty testing and follow-up testing.

APPENDIX B
BID TRANSFER PROCEDURE
LUNCHROOM MANAGER
ELEMENTARY LUNCHROOM MANAGER

- I. The process of making assignments resulting from a bid for transfer shall be known as the Bid Transfer Procedure.
- II. Lunchroom manager and elementary lunchroom manager positions in the Chicago Public Schools shall be staffed by regularly appointed educational support personnel lunchroom managers and elementary lunchroom managers. Any remaining positions shall be staffed by probationary lunchroom managers and elementary lunchroom managers.
- III. Not less than twice a year, Nutrition Support Services shall notify, through a Nutrition Support Services Bid Transfer, all regularly appointed and probationary personnel eligible to bid on the available positions. Applications for bidding shall be submitted in accordance with the directives outlined in said Bid Transfer notices.
 - A. Bid selection lists and bid application forms shall be distributed by Nutrition Support Services in at least March and November of each year.
 - B. A seniority list comprised of names and seniority date shall be included in this bid selection list.
 - C. The bid application form shall include three (3) preferences.
- IV. A lunchroom manager or elementary lunchroom manager shall be eligible to apply for a bid transfer if all of the following criteria are met:
 - A. the last available annual performance evaluation in current title was proficient or better; and
 - B. the lunchroom manager or elementary lunchroom manager has not been a successful bidder within the salary range being bid in the preceding bid transfer procedure, except that such bid/transfer may be approved by the Nutrition Support Services for the good of the service:
- V. All Elementary Lunchroom Managers shall have the right to bid into the High School Lunchroom Manager Pool.
- VI. Up to five (5) candidates of senior employees applying for transfer will be included in the selection pool which will be approved by the BOARD or BOARD designee. The principal may interview such five (5) candidates, and the principal's selection shall be final. If the selection pool consists of only one (1) senior employee, then such employee shall be considered the successful bidder.
- VII. Whenever administratively possible, successful bidders will be transferred effective with the beginning of the first payroll period in April and December or the month following the bid if more than two (2) bids are held during the year.
- VIII. A successful bidder shall hold that position until:
 - A. the employee has successfully bid another position which is available; or

- B. the employee is removed from the position following a conference held by the Office of Employee Engagement.
- IX. A successful bidder shall hold the position during a personal illness absence provided:
- A. not more than twelve (12) months have passed in the event of a personal illness absence; and
 - B. no employee shall lose a bid position as a result of duty disability, provided not more than twelve (12) months have passed.
- X. Unsuccessful bidders, not then holding a bid position, and employees displaced by successful bidders, shall be transferred at the same time as successful bidders into available open positions in the manner determined by the BOARD's designee.
- XI. Where unusual circumstances or conditions may warrant an exception to the above-cited procedures, the UNION President or his/her designee shall request a meeting with the principal of the attendance center or his/her designee in order to present and review said circumstances or conditions. The final decision concerning any exception to these bid/transfer procedures shall be made by the principal of the attendance center.

APPENDIX C

SALARY SCHEDULE - PAY TABLES

LUNCHROOM MANAGER ANNUAL AND HOURLY RATES - SALARY PLAN 21A – 203 DAYS*

HIGH SCHOOL LUNCHROOM MANAGER 002777 (Based on 203 days)				
AVERAGE DAILY LUNCHROOM MEALS	Effective 7/1/2016	Effective 7/1/2017	Effective 7/1/2018	Effective 7/1/2019
RATE 1 250-599 MEALS				
ANNUAL	\$43,426	\$43,860	\$44,530	\$45,198
HOURLY	\$26.74	\$27.01	\$27.42	\$27.83
RATE 2 600-950 MEALS				
ANNUAL	\$46,674	\$47,140	\$47,859	\$48,577
HOURLY	\$28.74	\$29.03	\$29.47	\$29.91
RATE 3 950+ MEALS				
ANNUAL	\$48,720	\$49,207	\$49,945	\$50,694
HOURLY	\$30.00	\$30.30	\$30.75	\$31.21
GRANDFATHER*				
ANNUAL	\$51,530	\$52,045	\$52,825	\$53,618
HOURLY	\$31.73	\$32.05	\$32.53	\$33.02
ELEMENTARY LUNCHROOM MANAGER 002738 (Based on 203 days)				
AVERAGE DAILY LUNCHROOM MEALS	Effective 7/1/2016	Effective 7/1/2017	Effective 7/1/2018	Effective 7/1/2019
RATE 1 150-499 MEALS				
ANNUAL	\$33,666	\$34,002	\$34,512	\$35,030
HOURLY	\$20.73	\$20.93	\$21.25	\$21.57
RATE 2 500-699 MEALS				
ANNUAL	\$35,371	\$35,712	\$36,248	\$36,800
HOURLY	\$21.78	\$21.99	\$22.32	\$22.66
RATE 3 700+ MEALS				
ANNUAL	\$38,846	\$39,236	\$39,820	\$40,421
HOURLY	\$23.92	\$24.16	\$24.52	\$24.89
GRANDFATHER*				
ANNUAL	\$40,551	\$40,957	\$41,571	\$42,191
HOURLY	\$24.97	\$25.22	\$25.60	\$25.98

THE ROWS ENTITLED "ANNUAL" ARE BASED UPON 203 DAYS OF PAY WHICH INCLUDES 10 EARNED VACATION DAYS

*THE NUMBER OF RATES IS REDUCED FROM 6 TO 3 IN THIS 2016-2020 COLLECTIVE BARGAINING AGREEMENT. THE GRANDFATHER RATE APPLIES ONLY TO EMPLOYEES WHO WERE RECEIVING THE FORMER RATE 6 REFERS TO THE RATE 6 THAT EXISTED UNDER THE 2012-16 COLLECTIVE BARGAINING AGREEMENT AND WAS FOR LUNCHROOM MANAGERS WHOSE SCHOOLS AVERAGED 1200 MEALS AND FOR ELEMENTARY LUNCH ROOM MANAGERS WHOSE SCHOOLS AVERAGED 1100 MEALS. EMPLOYEES ARE ELIGIBLE FOR THE GRANDFATHER RATE IF THEY WERE IN A SCHOOL TO WHICH IT APPLIED ON DECEMBER 19, 2016 AND THE SCHOOLS' MEAL MAINTAIN THE THRESHOLD NUMBER OF MEALS FOR FORMER RATE 6

Salary Formula

Step 1) Year to Date totals for meals served and cash information is acquired from LR33's (September-May)

Step 2) Five different factors are calculated with this information. They are as follows:

Avg. Breakfast Factor = Total breakfast served divided by number of serving days. That answer is then divided by 2..

Avg. Lunch Factor = Total lunch served divided by number of serving days.

Avg. Adult Meal factor = Total participation of (Adult Lunch I + Adult Lunch II) divided by total number of serving days.

Avg. Cash Factor = Total Cash (Adult Breakfast, Adult Lunch I, Adult Lunch II, Adult Ala Carte, Student Ala Carte) + Special Sales, less cash equivalent of Adult Lunch I & II. Divide the answer by the number of serving days. Divide that number answer by 3.

Total Meals = Avg. Breakfast Factor + Avg. Lunch Factor + Avg. Adult Meal Factor + Avg. Cash Factor.

If a school sends meals to another school the sending school gets 40% of the meals sent. The calculation for this is Avg. Lunch Factor + Avg. Adult Meal Factor multiplied by 40%.

APPENDIX D

GUIDELINES FOR BINDING ARBITRATION FOR NON-CERTIFICATED DISCHARGES

1. The following process is applicable to non-certificated, union-represented personnel.
2. The grievance procedure, including binding arbitration as provided for in Article 11 of this Agreement, will be adopted in BOARD policy and will not be changed without prior negotiations with and agreement of impacted unions.
3. Discharge arbitrations will be rotated among the following arbitrators:
 - A. Steven Bierig
 - B. Robert McAllister
 - C. Peter Myers
 - D. Steven Briggs
 - E. John C. Fletcher
 - F. Gerald Berendt
 - G. Daniel Nielsen
 - H. Jeanne Vonhof

APPENDIX E.

MEDICAL PLAN HEALTH CARE BENEFITS

EMPLOYEE MEDICAL PLAN CONTRIBUTIONS

During the term of this Agreement Employees who participate in the Board's health care benefit program, shall contribution a percentage of their gross salary, each pay period, as the employee contribution, which shall be deducted from their bi-weekly paycheck on a pre-tax basis to the maximum extent allowed by law. The percentages shall vary based on the type of plan and level of coverage.

The Board shall offer three types of plans: a Health Maintenance Organization Plan, a Preferred Provider Option Plan, and a Health Savings Account Plan. The Board shall also offer three levels of coverage: Single (Employee Only), Employee +1 (Employee + Spouse or Partner, or Employee + Dependent Child), and Family (Employee plus dependent children and, if applicable, spouse or partner)

Contributions rates shall be as follows:

Effective January 1, 2017

	HMO	PPO	HAS
Single	2.0%	2.2%	0.65%
Employee +1	2.2%	2.5%	1.25%
Family	2.5%	2.8%	1.90%

*All percentages are percent of base salary.

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

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

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