

AGREEMENT  
BETWEEN THE  
CHICAGO BOARD OF EDUCATION  
AND THE  
STATE & MUNICIPAL TEAMSTERS  
CHAUFFEURS & HELPERS UNION, LOCAL 700  
July 1, 2017 – June 30, 2022

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## ARTICLE I-RECOGNITION

1-1. The BOARD recognizes the UNION as the sole and exclusive bargaining representative for the following active job title classifications:

Motor Truck Driver (7183)  
Foreman-Motor Truck Driver (7185)

1-1.1. In the event that any of the job titles deleted from any previous agreement are later reinstated, the following titles will be included in the Recognition Clause of the current Agreement:

Motor Truck Driver Helper (7181)  
Day-to-Day Motor Truck Driver Helper (7181)  
General Foreman of Motor Truck Drivers (07187)  
Laborer II  
Power Trucker

1-1.2 The current number of members of the bargaining unit shall not be reduced during the first three years of this Agreement and shall not fall below 24 total bargaining unit members during the first three years of this Agreement. After the first three years of this Agreement, there will be no minimum staffing requirement; however should the Board thereafter announce an intent to make a particular hire it will do so within a reasonable period of time.

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

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

1-3.1. The authorization will be effective and irrevocable for a period of one (1) year from the date on which the authorization is executed or upon the expiration date of the applicable

collective bargaining agreement between the BOARD and the UNION, whichever occurs first.

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

1-3.3. The UNION shall indemnify and hold harmless the BOARD and its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that may arise out of or by reason of any action taken by the BOARD for the purpose of complying with the provisions of this Article. If any incorrect deduction is made, the UNION shall refund any such amount directly to the involved employee.

1-4.

- 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) 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 action taken by the BOARD for the purposes of complying with the above provisions of this Article. If any incorrect deduction is made, the UNION shall refund any such amount directly to the involved employee.

- f) 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.
- g) Upon the UNION's receipt of notice of an objection by a non-member to the fair share amount, the UNION shall deposit in an escrow account, separate from all other UNION funds, 10% of all fees being collected from non-member employees. 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.
- h) The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore 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 of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of mutually agreeable settlement between the UNION and an objector or group of objectors.

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.

1-5.1. The BOARD shall furnish the UNION, on a monthly basis, with the job title, name, address and work location of any new full-time employee who becomes a member of the bargaining unit.

1-6. 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.

1-7. 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.

1-8. 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 anyone (1) school year.

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

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

1-9. 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.

1-9.1. 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.

1-9.2. 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.

1-9.3. 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.

1-9.4. 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.

1-10. 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.

1-11. 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..

1-12. D.R.I.V.E. Authorization and Deduction. The BOARD agrees to deduct from the paychecks of all employees who are covered by this Agreement who submit specific written authorization for voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the BOARD of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes a week other than a week in which the employee earned a wage. The BOARD shall transmit, on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck to: D.R.I.V.E., International Brotherhood of Teamsters, 25 Louisiana Ave., N.W., Washington, D.C., 20001. No such authorization shall be recognized if in violation of State or Federal law. No deduction shall be made which is prohibited by applicable law.

## **ARTICLE 2-FAIR PRACTICES**

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

## **ARTICLE 3-GRIEVANCE PROCEDURE**

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

3-1. Adjustment of Grievances-Local Level.

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

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

3-1.3. Upon receipt of the grievance, the principal or the applicable unit head shall arrange for a conference within five (5) working days after receipt of the grievance. The principal or

the applicable unit head shall notify, in writing, each grievant, the UNION and any other parties involved in the grievance at least two (2) working days prior to the conference and shall provide them with a copy of the grievance.

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

3-2. Third Step: Chief Executive Officer.

3-2.1. If the parties are unable to resolve their differences at the Second Step, within ten (10) working days after receipt of the decision of the principal or the applicable unit head, the grievant or the UNION may advance the grievance and present it to the Chief Executive Officer (through the Office of Employee Relations) or his/her designee for consideration. The Chief Executive Officer or his/her designee 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 designee 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 or his/her designee shall render a written decision which shall be forwarded to each grievant, the UNION, the principal or the applicable unit head and the Office of Employee Relations.

3-3. Fourth Step: Arbitration.

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

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

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

3-4. All matters not under the jurisdiction of the principal or the applicable unit head shall be advanced immediately to the Third Step. The grievant or the UNION shall submit any such grievance in writing to the Chief Executive Officer (through the Office of Employee



Relations) within thirty (30) working days following the act or condition which is the basis for the grievance.

### 3-5. General Grievance Provisions.

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

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

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

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

3-5.5. This Agreement shall not prevent any member of the bargaining unit from presenting a grievance or appeal on his/her own behalf. In the event a member exercises this option, the UNION shall be notified and afforded the opportunity to be present at any grievance hearing.

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

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

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

## ARTICLE 4-WAGES

4-1. Prevailing wages shall continue to apply to all members and be paid in accordance with past practices. Bargaining unit members shall be paid in accordance with the prevailing wage as they have in the past.

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

4-3. Bargaining unit members directed to work by the Director of Asset Management, or his/her designee, in a position of higher authority represented by the UNION for more than

five (5) consecutive working days shall receive the rate of pay of the position of higher authority retroactive to the first day of service in that position.

4.4. All employees are required during this contract to utilize direct deposit for the payment of their wages.

4-5. 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 5-GENERAL PROVISIONS**

5-1. The Agreement shall be reproduced by the UNION. The BOARD will produce the tentative agreement and furnish the UNION with an electronic copy.

5-2. The BOARD and the UNION agree that no employee of the BOARD shall be punished, rewarded, harassed or discriminated against in any manner because of his/her participation or lack of participation in activities relating to work stoppage (strike). Nothing herein shall preclude the right of the UNION from implementing UNION policy as to its members.

5-3. Members of the bargaining unit assigned to a regular eight (8) hour schedule shall be paid for working eight (8) hours at their regular hourly rate. The regular daily work schedule may be changed provided that forty-eight (48) hours notice is given to the employee. Bargaining unit members not assigned to a regular daily work schedule shall be scheduled for work at the discretion of the Director of Asset Management, or his/her designee.

5-3.1. When job or program requirements call for irregular scheduling, representatives of the BOARD and the UNION will meet in order to discuss schedules for the specific job period.

5-3.2. Time-and-one-half the employee's regular hourly rate of pay shall be paid for all hours worked continuously, exclusive of the meal period or periods, in excess of eight (8) hours in one (1) day. Work performed on Saturday shall be paid for at time-and-one-half the employee's regular hourly rate of pay. Double the employee's regular hourly rate of pay shall be paid for all work performed on Sunday.

5-4. When a regularly appointed educational support member of the bargaining unit is to be laid off, such layoff shall be made according to length of continuous regularly appointed service in that job title in the Chicago Public Schools; except that when a regularly appointed member of the bargaining unit is displaced from a job title, said member shall have a right to the position of a provisional in the next lowest job title in the bargaining unit, or if there are not such provisionals, the position of the person in the next lower job title in the bargaining unit with the least total continuous regularly appointed service in that job title.

5-4.1. Whenever a regularly appointed educational support member of the bargaining unit is laid off, his/her name shall be placed on appropriate layoff lists, and he/she shall be considered preferentially for reappointment in accordance with the Board's Layoff, Interim Assignment and Reappointment of Education Support Personnel Policy.

5-4.2. For employees who become regularly appointed on the same date during the time frame of this Agreement, layoff will be based upon total continuous service within the bargaining unit.

5-4.3. Except in the case of resignation, all time spent working continuously 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.

5-5. In accordance with the provisions of the Illinois School Code, salary schedules and compensatory remuneration provisions in the Agreement shall be subject to the terms, provisions and conditions of the appropriations therefor contained in the fiscal school budgets.

5-6. Employees in the bargaining unit shall be paid on alternate Fridays, thirteen days after the end of the pay period.

5-7. The BOARD shall not contract or subcontract work covered by this Agreement for which the "prevailing rate" must be paid in accordance with the Illinois Prevailing Wage Act, 820 ILCS 13010.01, et seq., to any person, contractor or employer who does not pay the prevailing rate to all laborers, workmen and mechanics employed by the contractor or subcontractors in actual construction work. A copy of the schedule of prevailing rates to be paid by contractors and subcontractors shall be posted in the office of the Secretary of the BOARD.

#### **ARTICLE 6-CONFORMITY**

6-1. During the term of this Agreement, the UNION and/or any member of the bargaining unit shall not strike, picket or participate in any other interference with the operation of the Chicago Public Schools.

6-2. 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-LEAVES OF ABSENCE**

7-1. Vacations. Effective July 1, 2015, all bargaining unit employees who are scheduled to work fifty-two (52) weeks per year shall accrue vacation at the following rates:

<b>Years of Service Accrual</b>	<b>Accrual Rate</b>	<b>Yearly Accrual</b>	<b>Maximum on July 1, 2015</b>
<b>Employees with 0 – 10 years of service</b>	<b>.58 vacation days per pay period</b>	<b>15 days</b>	<b>20 days</b>
<b>11 – 20 years of service</b>	<b>.77 vacation days per pay period</b>	<b>20 days</b>	<b>25 days</b>
<b>21 or more years of service</b>	<b>.97 vacation days per pay period</b>	<b>25 days</b>	<b>30 days</b>

Once this maximum accrual of all vacation benefit days indicated in section 7-1 above has been reached, no additional vacation time will be accrued until the vacation balance falls below the above-indicated maximum accruals.

7-1.1. An employee may elect to use up to five individual vacation days each year provided that the employee gives a minimum of five days' notice. Such days off are subject to prior approval by the unit administrator. The unit administrator shall not unreasonably withhold such approval.

7-2. Holidays. The BOARD will establish holidays that will be observed on an annual basis at the time it adopts the academic calendar. For FY13, the BOARD established the following holidays: Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, President's Day, Memorial Day, and Independence Day. Holidays that fall on Sunday shall be observed on Monday.

7-2.1. 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.

7-2.2. Effective upon ratification, a bargaining unit member who is directed by the Director of Food Services and Warehousing or his/her designee to work on a holiday shall receive one-and-one-half (1½) times his/her regular hourly rate of pay for all hours worked on the holiday in addition to eight (8) hours of holiday pay.

7-3. 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 twelve (12) sick days 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.

7-3.1. 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.

7-3.2. 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 bank at their own election during a short-term disability leave as set forth below. Up to 325 retained sick days earned from CPS 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%

7-4. Short-Term Disability and 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 eligible employees. The short-term disability policy shall provide disability benefits for employee illness in excess of ten 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 pay for calendar days sixty-one (61) through ninety (90) of the employee's disability and/or maternity leave.

7-4.1. 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 90 paid calendar days of short-term disability or maternity leave in the preceding 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 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.

7-4.2. 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.

7-4.3. 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.

7-4.4. 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.

7-4.5. 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.

7-4.6. All sick days granted after June 30, 2012 will neither accrue nor accumulate.

7-4.7. Sick day banks as of June 30, 2012, will be retained ("Retained Sick Leave Bank") and may be used for employee illness instead of short-term disability at the employee's election at the commencement of the leave, in accordance with Article 12 of this Agreement and the BOARD's Family Medical Leave Act ("FMLA") rules, policies, and procedures.

7-4.8. If an employee is injured on the job as a result of a workplace battery, CPS will reinstate all sick days used by the employee prior to receiving workers compensation benefits beginning on the fourth (4th) day of absence. Such sick days will be reinstated in full upon the employee's return to work.

7-4.9. 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 day hired.

7-5. 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.

7-6. 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.

7-7. 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.

7-8. 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.

7-9. 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.

7-10. 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.

7-11. 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.

7-12. 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.

7-13. 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 Retained Sick Leave Bank.

7-14.1. 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.

7-14.2. All full-time 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
July 1 through September 30	3
October 1 through March 31	2

April 1 through May 31  
June 1 through June 30

1  
0

7-14.3. 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.

7-14.4. 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.

7-14.5. For new employees hired after July 1, 2012, all Personal Days granted must be used by June 30<sup>th</sup> of the fiscal year in which Personal Days were granted, or shall be forfeited.

7-14.6 An employee may not use a personal day during the first or last week of school.

7-15. 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.

7-16. 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. A request for such a leave resulting from a bona fide on-the-job injury shall not be denied if requested no more than once every five (5) years. The bargaining unit employee must submit medical documentation, signed by a doctor, confirming that the request for a leave is a result of only an on-the-job injury.

7-17. 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.

7-17.1. 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.

7-17.2. 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.

7-17.3. 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.

7-17.4. A bargaining unit employee who takes 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.

7-17.5. After an employee has exhausted ten (10) weeks of a FMLA leave pursuant to this Article, the BOARD shall send notice via U.S. Mail to the employee and the UNION that the employee has used ten (10) weeks of leave under this Article. An employee may not be prohibited from returning to work at the conclusion of an up to twelve (12) week leave taken pursuant to FMLA, if the BOARD fails to provide notice, as described in this Article.

7-18. Election Leave. An employee may request 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.

7-19. Except as may be specifically provided for in this Agreement, bargaining unit employees' rights and obligations relating to any of the above benefits shall be governed by any applicable federal or state statute or local ordinance (including any regulations thereunder) and BOARD rules or policies.

7-20. 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.

7-21. 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 16.

## ARTICLE 8-DISCIPLINE AND DISCHARGE

8-1. Discipline as used herein includes suspension or lesser disciplinary action, including reprimand.

8-1.1. 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.

8-1.2. 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.

8-1.3. 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.

8-1.4. Discipline and discharge of bargaining unit employees shall be in accordance with "Chicago Board of Education Employee Discipline and Due Process Policy." No discipline or discharge of bargaining unit employees by the BOARD shall be without just cause.

8-2. Records of disciplinary action shall be removed from the personnel file one (1) year after the conclusion of the disciplinary action.

8-3. All decisions below the level of the Chief Executive Officer shall be subject to review and reconsideration by the Chief Executive Officer.

8-4. Only BOARD decisions involving discharge or suspension over fifteen (15) days are arbitrable under this Article.

8-4.1. 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.

8-4.2. 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.

8-4-3. 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.

8-5. Any arbitration involving the discharge of a non-certificated, UNION-represented employee shall be in accordance with the guidelines set forth in Appendix C

#### **ARTICLE 9-RESIDENCY**

9-1. 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 10 - HEALTH CARE BENEFITS**

10. 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. The Plan shall be set forth in an employee benefits handbook, which shall govern the Plan's operations, establish the terms and conditions of enrollment and provide for dispute resolution. The handbook shall exclusively govern the terms and conditions of the Plan, and the Plan's dispute resolution procedure shall be used exclusively to resolve disputes between the BOARD and its covered employees and their dependents.

10-1. 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.

10-2. 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 options 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.

10-3. Plan Design and Labor Management Cooperation Committee.

- (a) Current Plan Design. Except with respect to the wellness initiative in effect on January 1, 2012 and emergency room co-payments in effect on January 1, 2012, the plan designs (*i.e.*, deductibles and co-payments for various services and products) offered as of January 1, 2012 will become part of the BOARD's Employee Benefits Handbook. The Labor Management Cooperation Committee may recommend changes to the BOARD's Employee Benefits Handbook in accordance with Section 16-1.4(b). Emergency room co-payments shall increase from \$125 to \$150 per visit effective January 1, 2013.
- (b) Labor Management Cooperation Committee. The BOARD and the UNION shall continue to operate a Labor Management Cooperation Committee ("LMCC") with three representatives appointed by the BOARD and three representatives appointed by the UNION. The LMCC shall be responsible for recommending Plan design changes during the term of this Agreement that will reduce the overall cost of employee health care to the BOARD. At least two BOARD and at least two UNION LMCC members must vote affirmatively to recommend any plan design changes to the Board of Education.

10-4. 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, Single 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, and shall not exceed the following:

Single Coverage	2.2%
Couple Coverage	2.8%
Family Coverage	3.5%

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 and Assault 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.

10-5. 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 \$2,500.00 during any calendar year. The maximum contribution to a dependent care flexible spending account shall be \$5,000.00 during any calendar year.

10-6. 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.

10-7. 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.

## ARTICLE 11-CONCLUSION

11-1. This Agreement shall be effective as of July 1, 2017 and shall remain in effect through June 30, 2022

11-1. Negotiations for a subsequent agreement will commence no later than May 1, 2017, upon written request of either party filed two (2) weeks before this date. The UNION shall submit its proposals within thirty (30) days prior to the commencement of negotiations.

11-2. 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.

11-3. Neither the BOARD and its representatives nor the UNION and the members of the bargaining unit shall take any action violative of or inconsistent with any provisions of this Agreement. The parties agree that each has exercised its right to bargain for any provision it wished to be included in this Agreement; that if either party has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement;

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

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their Presidents and attested by their Secretaries this ~ of ~ 2018.

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL 700

BY *Becky Strzechowski*  
Becky Strzechowski, President

Date: \_\_\_\_\_

BY *Michael G. Melone*  
Michael G. Melone, Secretary-Treasurer

Date: \_\_\_\_\_

THE BOARD OF EDUCATION OF THE  
CITY OF CHICAGO

BY *Frank M. Clark* *MB*  
Frank M. Clark, President

ATTEST: *Estela G. Beltran 2/27/18*  
Estela G. Beltran, Secretary

Date: *2/27/18*

Board Report: *18-0124-EX5-1*

*Janice K. Jackson (B)*  
Janice K. Jackson, Ed.D., Chief Executive Officer

Date: *2/22/18*

Approved as to Legal Form:

*Joseph T. Moriarty*  
Joseph T. Moriarty  
Acting General Counsel *MB*

Date: *2/22/18*

## APPENDIX A

### ROUTE BIDDING PROCEDURES

Route bidding is the established procedure utilized by employees to select the route of their choice. The following procedures shall be followed:

- General open bidding is offered every year in mid-April or, when there is a major reorganization of the school system; a drastic reduction of routes or personnel; or in an emergency situation.
- The general open bid period ending in May shall commence the first week in July. Bid periods ending at any other time of the year shall commence during the first week after the end of the bid period.
- Employees are called in by seniority in title, and bid on the route of their choice.
- Once an employee bids and is assigned to a given route, the employee cannot bid on another route which may be available, or bid out of the route selected until the next bidding period.
- Assignments shall be made after the conclusion of the bidding period.
- In the event a route or Assigned Floater route in any operation is vacant at the end of a bidding period, permanent assignments shall be made from the General Floater's list.
- The employee with least time in title shall be the first assigned to a permanent route.
- Permanently assigned employees shall remain in these routes until the next bidding period.
- Routes vacated during the school year are posted for bid only in mid-April.

#### **Seniority in Title for Route Bidding**

- Seniority in title for route bidding purposes includes time served as a motor truck driver or as a motor truck driver helper for the Chicago Public Schools only. Service time accrued as a motor truck driver or as a motor truck driver helper for another governmental unit is not considered as time in title as a motor truck driver or motor truck driver helper for the Chicago Public Schools. Seniority in title for route bidding purposes for motor truck drivers or motor truck driver helpers includes all service rendered for the Chicago Public Schools in that title regardless of certification status with the proviso that any break in service as a motor truck driver or motor truck driver helper was for a period of less than one year. Any break in service of more than one year cancels credit given for prior service with the Chicago Public Schools as a motor truck driver or motor truck driver helper.



**APPENDIX B**

**SALARY SCHEDULES**

Chicago Public Schools Salary Plan 27D

International Brotherhood of Teamsters, Local 700 Pay Rates Effective July 1, 2017

<u>Job Code#</u>	<u>Job Title</u>	<u>Grade</u>	<u>Hourly Rate</u>	<u>Annual Rate</u>
007183	Motor Truck Driver	H27	\$35.6272	\$74,104.58
007185	Foreman of Motor Truck Drivers	127	\$37.5867	\$78,180.33

The above rates shall be updated to reflect prevailing wage each July 1 or as soon thereafter as practicable. Effective July 1, 2012, the Foreman of Motor Truck Drivers shall be paid at an hourly rate no less than 5.5 percent above the rate of Motor Truck Drivers.

## APPENDIX C

### GUIDELINES FOR BINDING ARBITRATION FOR NON-CERTIFICATED DISCHARGES

1. The following process is applicable to non-certificated, union-represented personnel.
2. The grievance procedure, including binding arbitration as provided for in Article 12 of this Agreement, will be adopted in BOARD policy and will not be changed without prior negotiations with and agreement of impacted unions.
3. Discharge arbitrations will be rotated among the following arbitrators:
  - A. Steven Bierig
  - B. Robert McAllister
  - C. Peter Myers
  - D. Steven Briggs
  - E. John C. Fletcher
  - F. Gerald Berendt
  - G. Daniel Nielsen
  - H. Jeanne Vonhof

## APPENDIX D

### SAVINGS AND RETIREMENT PROGRAM

For employees hired prior to June 30, 2012, CPS will contribute, at retirement, the value of an employee's accumulated sick pay to the employee's 403(b) account, within legal limits, based on retirement benefit eligibility requirements. If no account exists, one will be established with one of the authorized vendors, based on agreed-upon criteria.

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

**APPENDIX E**  
**DRUG TESTING**

1. The Chicago Board of Education Drug Policy 94-0928-POI and federal law as it may modify said policy from time to time are incorporated and appended to this Agreement. If said BOARD policy changes, however, not due to changes in the law or amendments to the U.S. Department of Transportation regulations, the "Last Chance Policy" in paragraph 2 below, shall not be severed from this Agreement.
  
2. Any employee of the BOARD who tests positive for drugs or alcohol abuse, refuses to report for a health examination or provides a diluted or altered sample shall sign a Last Chance Agreement ("LCA"). The LCA shall state that the employee will not use, possess or traffic illegal drugs or will not use, possess or be under the influence of alcohol; the employee will cooperate and complete all recommended substance abuse treatment or rehabilitation; and the employee agrees to submit to drug or alcohol tests at any time and any frequency requested by the Director of Employee Health Services. Such LCA will state that if any employee violates any of the terms of the LCA, the BOARD shall have the right to immediately terminate said employee, subject to due process and any applicable collective bargaining agreements or statute.

**APPENDIX F**  
**Me-Too Clause**

If, as a result of the successor collective bargaining agreement (commencing on July 1, 2012) between the Chicago Teachers Union and the BOARD, PSRP members of the Chicago Teachers Union bargaining unit receive an across-the-board percentage increase in their regular base rate of pay in any contract year in excess of those provided in this agreement for such year, State & Municipal Teamsters, Chauffeurs & Helpers Union, Local 700, shall receive the same percentage increase. The parties agree to confer regarding the timing, amount and implementation of any adjustment under this Section prior to such adjustment being paid or granted.

The parties recognize and agree that for UNION members there may currently be in effect or may come into effect during the term of this Agreement provisions regarding leaves of absence (Article 7), health care (Article 10 and Appendix D) and pensions (Article 4) that differ from those in this Agreement. The parties agree that any such modifications or differences that apply to employees in other bargaining units shall apply equally to UNION members under this Agreement notwithstanding any differing provision in this Agreement.