BOARD OF EDUCATION OF THE CITY OF CHICAGO AND SEUI LOCAL 73 OUTSTANDING BOARD PROPOSALS

September 29, 2019

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[In the following proposals, language that is bold and underlined indicates proposed additions to existing contract language. Language that is struck-through indicates proposed deletions to current contract provisions.]

ARTICLE 4 – SALARIES WAGES AND OVERTIME

4-1.5. <u>Custodial and Bus Aide Longevity Pay.</u> <u>Effective with the 2019-2020 school year</u>, the BOARD shall provide longevity pay for Custodial Workers <u>and Bus Aides</u> as follows: ten to fifteen years of service <u>fifty cents (\$.50)</u> <u>\$1.00</u> per hour; sixteen to twenty years of service <u>seventy five cents (\$.75)</u> <u>\$1.50</u> per hour; twenty-one years and thereafter <u>one dollar (\$1.00)</u> \$2.00 per hour.

4-3.1. The parties recognize that the BOARD is facing unprecedented fiscal challenges, the resolution of which is dependent on the BOARD's receipt of significantly greater revenue or a significant decline in BOARD expenditures. In the event the BOARD is unable to project that it can balance its budget for fiscal years 2017 (July 1, 2016 to June 30, 2017) or 2018 (July 1, 2017 to June 30, 2018), the BOARD shall notify the UNION by the February 15th preceding the start of the applicable fiscal year and the general wage increase set forth in paragraphs 4-3(a) and 4-3(b) shall be frozen at the February 15th rate for the subsequent fiscal year unless the BOARD is ultimately able to adopt a balanced budget that includes the general wage increase set forth in paragraphs 4-3(a) and 4-3(b) for the fiscal year in question, in which case, the BOARD shall pay said general wage increase. If the BOARD notifies the UNION that its budget will not balance by February 15th, the BOARD and the UNION shall bargain over the impact and effect of the wage freeze on the bargaining unit.

General Wage Increases:

The Board proposes a "me too" with CTU regarding general wage increases for most SEIU employees. The current proposal is:

Year 1	3.0%
Year 2	3.0%
Year 3	3.0%
Year 4	3.5%
Year 5	3.5%

Custodial Wage Increases:

The Board proposes the following for custodial workers hired after January 1, 2005:

Custodian	Year 1	Year 2	Year 3	Year 4	Year 5
Current	\$13.62	\$14.13	\$14.64	\$15.15	\$17.09
7/1/2018	\$14.60	\$15.10	\$15.60	\$16.10	\$18.00
7/1/2019	\$15.05	\$15.55	\$16.05	\$16.55	\$18.45
7/1/2020	\$15.55	\$16.05	\$16.55	\$17.05	\$18.95

For the final two years of the Agreement, the Board will pay the BOMA increases to custodians hired after January 2005. Lead Custodial Workers, Factor Custodial Workers, and Custodial Workers hired prior to January 1, 2005 will receive the same general wage increases as the "me too" with CTU.

Bus Monitor Wage Increases:

Bus Monitor wages will be increased to \$15.00 per hour.

Bus Aide Stipend:

The Board proposes a stipend of \$5.00 per day for bus aides who board or depart a bus outside of the city limits.

SECA Wage Increases and Steps:

Effective July 1, 2018:

1. Apply 3% COLA to all salaries and give retro pay for FY19

	FY18 (current)			FY:		19	
					SECA		SECA
<u>CURRENT</u> STEP STRUCTURE	SECA I	SECA II	П	Lane I		L	ane II
1 - 1st Year	\$ 31,720	\$ 33,018		\$	32,672	\$	34,009
2 - After 1st Year	\$ 33,239	\$ 34,537		\$	34,236	\$	35,573
3 - After 2nd Year	\$ 34,819	\$ 36,117		\$	35,864	\$	37,201
4 - 3.5 Year to 6th Year	\$ 35,148	\$ 36,446		\$	36,203	\$	37,540
5 - 7th Year to 11th Year	\$ 36,891	\$ 38,189		\$	37,998	\$	39,335
6 - 12th Year to 16th year	\$ 38,634	\$ 39,932		\$	39,793	\$	41,130
7 - 17th Year to 20th Year	\$ 40,490	\$ 41,788		\$	41,705	\$	43,041
8 - 21st Year and Thereafter	\$ 42,456	\$ 43,754		\$	43,730	\$	45,067

Effective July 1, 2019, and moving forward:

2. Add steps 9 and 10 to the salary schedule and restructure the step schedule to move SECAs to higher steps faster:

	FY20			
	SECA	SECA		
FY20 STEP STRUCTURE	Lane I Lane II			
1 - 1st year	\$ 33,247	\$ 34,576		
2 - after 1st year	\$ 34,909	\$ 36,305		
3 - after 2 years	\$ 36,654	\$ 38,120		
4 - 4th and 5th year	\$ 38,120	\$ 39,645		
5 - 6th and 7th year	\$ 39,645	\$ 41,231		
6 - 8th to 11th year	\$ 41,231	\$ 42,880		
7 - 12th to 15th year	\$ 42,880	\$ 44,596		
8 - 16th to 19th year	\$ 44,596	\$ 46,379		
9 - 20th and 21st year	\$ 45,933	\$ 47,771		
10 - 22nd year and thereafter	\$ 47,311	\$ 49,204		

- 3. Consolidate SECA I and SECA II job codes and the related salary grades G04 and GA4, and add Lane II for SECA I salary schedule, effective July 1, 2019.
 - o Lane II placement will be automatic for all current SECA IIs
 - o Lane II placement will be made for employees with an Associate's degree
 - o Future lane adjustments will follow CPS' process for Lane change adjustments utilized currently by teachers via the Talent Office.
 - o The spread between SECA I and SECA II salaries are 4% currently; Lane II salaries will be 4% above Lane I salaries.

Effective July 1, 2021:

4. Add Lane III to SECA salary schedules for employees with a Bachelor's degree. Lane III salaries will be set at 7% above Lane I salaries at each relevant step.

INSURANCE

The Board proposes a "me too" with CTU regarding health insurance. The current proposal is that the Board will maintain the current plan design for the five-year term of the contract, with no increases to co-pays, deductibles, plan choices or out-of-pocket costs. The Board proposes only to increase the employee contribution rates by 0.25% in each of the last two years of its proposed five-year Agreement.

11-5. Tobacco Users Contribution Differential. If a covered individual is a tobacco user, the employee will pay a contribution differential, prorated to a per pay period basis. Contribution Differential for Tobacco Users. An employee who earns thirty thousand dollars (\$30,000) or less, including overtime, shall pay one hundred, fifty dollars (\$150) per year per covered individual who is a tobacco user. as a contribution differential. The \$150 per year shall be prorated per payroll period. An employee who earns more than thirty thousand dollars (\$30,000), including overtime, shall pay two hundred, fifty dollars (\$250) per year per covered individual who is a tobacco user as a contribution differential. The \$250 per year shall be prorated per payroll period.

ARTICLE 12 — LEAVES PAID-TIME OFF

- 12-1. Vacation Days Employees in Positions Scheduled to Work 52 Weeks a Year.
- 12-1.1. For all other 52-week employees, effective July 1, 2015, vacation accrual rates and maximum accumulations shall be as follows:

Company	Rate of Accrual	Rate of Accrual	Maximum
Seniority Years	Per Year	Per Pay Period	Accumulation
During 1st year	5 days	0.1923 days	NA
During 2 nd year	10 days	0.3846 days	15 days
through 5 th year			
During 6 th year	11 days	0.4230 days	16 days
During 7 th year	12 days	0.4615 days	17 days
During 8th year	13 days	0.5000 days	18 days
During 9th year	14 days	0.5385 days	19 days

During 10 th to 18 th	15 days	0.5769 days	20 days
year			
During 19 th year	20 days	0.7692 days	25 days
and thereafter			

Years of Service Accrual	Accrual Rate	Yearly Accrual	Maximum Accumulation
Employees with 0-10 years of service	.58 vacation days per pay period	15 days	20 days
11-20 years of service	.77 vacation days per pay period	20 days	25 days
21 or more years of service	.97 vacation days per pay period	25 days	30 days

- 12-1.2. [Previously Article 12-1.1] 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.
- 12-1.3. [Previously 12-1] For employees accruing twenty-five (25) days of vacation as of June 30, 2015, and for employees accruing twenty (20) days of vacation who have yet to achieve nineteen (19) company seniority years as of June 30, 2015, vacation pay shall be computed on the basis of the following formula:

Years of Service	Accrual Rate	Yearly Accrual	Maximum on July
Accrual			1, 2014
Employees with 0-	.58 vacation days	15 days	20 days
10 years of service	per pay period	-	-
11-20 years of	.77 vacation days	20 days	25 days
service	per pay period	-	-
21 or more years	.97 vacation days	25 days	30 days
of service	per pay period	-	-

No employee shall lose any days accumulated or accrued prior to July 1, 2015. Employees who reach the maximum accumulation of vacation days will not accrue additional days until their total falls below the maximum.

12-4. 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, based on job title. 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. Sick days granted on and after July 1, 2012 that are unused at the end of the fiscal year may be rolled over for future use up to a maximum of 40 days and may be used for the following purposes: (a) as sick days or for purposes of leave under the Family and Medical Leave Act; (b) to supplement the short-term disability pay in days 31 through 90 to reach 100% income during such period or (c) for pension service credit upon retirement. Sick days accumulated under this Section shall be utilized prior to sick days in the "retained sick day bank" defined in Section 12-4.2. The BOARD

shall not payout 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.

Article 12-5.9 All school bus aides shall receive seven (7) general use absence days and no other benefit days.

- a. All school bus aides paid on an hourly basis and assigned a minimum of 20 hours per week shall be eligible annually for general use days as hereinafter provided;
- b. The pay for one general use day shall be the number of hours assigned per day, multiplied by the basic hourly rate of the eligible employee.

All school bus aides assigned a minimum of 20 hours per week shall be eligible annually for 10 days of sick pay. The pay for one day of sick leave shall be the number of hours assigned per day, multiplied by the basic hourly rate of the eligible employee.

- Article 12-5 <u>Personal Days.</u> All full-time and eligible 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.
- 12.5.1. 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.
- 12.5-2. Bus Aides, Part-time Custodians and 10-Month Custodians are not eligible for any Personal Days.

ARTICLE 1 -- RECOGNITION

1-1.1 For the purpose of this Section, an employee shall be considered to be a member of the Union if they tender the dues and initiation fees required as a condition of membership. The BOARD shall grant the UNION an opportunity during the orientation of new employees occurring central-wide or school level to present the benefits of UNION membership, at which time the Union may give such employees a copy of this Agreement. If new employee orientation occurs on a one-on-one basis at the school level, at the Union's request, the union steward may meet with the new employee during the orientation or during non-work time (breaks, lunch, before and after school).

The Union shall be granted 15 minutes during the course of centrally held Professional Development Days to meet with bargaining unit members present. The Union agrees that nothing in its presentation shall be defamatory toward the BOARD or its agents and the Union is responsible for the content of the presentation. If space allows and exclusive of the central office, the Union may set up a table for employee membership sign ups and other Union information. The Board shall provide the Union with as much advance notice as is practicable regarding the date, time, location and what group of employees shall be in attendance. The Union shall also provide the Board with advance notice of its attendance.

New Article – Special Education Classroom Assistants

- Section 1. <u>Utilization of SECAs shall be in conformity with applicable statutes</u>, <u>Individualized Educational Programs</u>, established guidelines and job description. SECAs are to assist in the instruction and personal care needs of students with disabilities in a school building in accordance with each student's IEP or 504 Plan. The expectation is that a SECA must be used to ensure all IEP and 504 Plan supports that are to be provided by a SECA are covered. SECAs shall not be assigned any duties not directly related to the special education services to be provided to their assigned students based on the Individualized Educational Program(s) ("IEP").
- Section 2. <u>SECAs shall not be used as a substitute teacher, shall not be assigned office clerk duties and tasks, school maintenance and operations, or fire drill monitor duties.</u>
 <u>SECAs shall not be used to provide class coverage except for temporary emergency supervisory duty.</u>

SECAs may be assigned lunchroom duty, general recess duty, hallway duty, general supervision at the beginning or end of the school day, or field trip monitor duties if accompanying a student or students with a disability who require(s) supervision or support/services as specifically outlined in their IEP or if doing so does not impact the provision of IEP or 504 Plan supports.

If a SECA is assigned to a specific student to provide dedicated support, that does not mean that the SECA cannot assist or be reassigned to other students if time remains in the SECA's schedule or if that particular student is absent on any given school day.