AGREEMENT
BETWEEN THE
CHICAGO BOARD OF EDUCATION
AND THE
INTERNATIONAL UNION OF OPERATING ENGINEERS,
AFL-CIO, LOCAL 143-143B
(PAYROLL AND FINANCE BARGAINING UNITS)

JULY 1, 2016 TO JUNE 30, 2021
AGREEMENT

BETWEEN THE

CHICAGO BOARD OF EDUCATION

AND THE

INTERNATIONAL UNION OF OPERATING ENGINEERS,

AFL-CIO, LOCAL 143-143B

Agreement made and entered into on the 1st day of JULY, 2017 between the Chicago Board of Education ("the BOARD") and the International Union of Operating Engineers, Local 143-143B, AFL-CIO ("the UNION").

PREAMBLE

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

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

ARTICLE 1—RECOGNITION

1-1. The BOARD recognizes the UNION as the sole and exclusive bargaining representative for the following external titles: All Financial Services employees of the Board of Education of the City of Chicago in the following categories (job code): Accountant (5000969); Senior Accountant (500970); Grants Specialist (500971); Payroll Administrator (500972); Payroll Clerk (500973); Payroll Supervisor (500974); Accounts Payable Technician (500975); Billing Analyst (500976); Senior Billing Analyst (500977); Accounting Technician (500980); Accountant II (0102); Accountant III (0103); Accountant IV (0104); Supervisor Payroll Assistant Adj. (0106); Supervisor General Accounting (0120); EDI Specialist; Accounts Payable Tech. II (0131); Assistant Supervisor of Accounts Payable (0132); Supervisor Accounts Payable (0133); Business Manager II (0153); Treasury Analyst (0182); Sr. Treasury Analyst (0184); Debt Manager (0186); Account Technician I (0189); Accounting Tech. II (0190); Auditor III (0193); Auditor IV (0194); Manager of Auditing (0196); Reimbursement Claims Supervisor (0231); Revenue Analyst (0233); Administrative Assistant I (0301); Administrative Assistant II (0302); Staff Assistant (0308); Direct Deposit Representative (0431) Special Handling Representative (0432); Payroll Tech. II (0433); Payroll Adjustment Clerk II (0434); Payroll Adjustment Clerk I (0435); Payroll Tech (0436); Chief Kronos Tech. (0438); Supervisor Special Handling (0440); Lead Payroll Supervisor (0441); Supervisor Data Entry Operator (0682); Customer Service Rep. II (0715); School Operations Manager (9709); Manager Business Services (9862); Sr. Methods
1-2 It is the policy of the BOARD to continue to utilize its employees to perform work they are qualified to perform and currently perform. If the BOARD contemplates the subcontracting of bargaining, unit work, the procedure set forth in Appendix A will be used.

1-3 The BOARD shall deduct from the pay of each bargaining unit member from whom it receives a written authorization to do so the required amount of deductions for the payment of initiation fees and UNION dues. Such deductions, accompanied by a list of persons from whom they have been deducted and the amount deducted from each, and by a list of persons who had authorized deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the UNION office no later than ten (10) school days after such deductions were made. Said written authorization shall be submitted upon forms approved by the Chief Executive Officer.

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 BOARD shall on a quarterly basis provide the UNION with a spreadsheet to include: Employee name, address, ID number, position number, title, pay schedule, grade, current pay rate, status, continuous service date, and time in title. The BOARD on a monthly basis shall provide to the UNION a spreadsheet to include: Retirements, resignations, discharges, leaves of absence, suspensions, reinstatements, reappointments, transfers and promotions.

1-3.4 The UNION shall indemnify and hold harmless the BOARD and its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the BOARD for the purpose of complying with the above provisions of this Article or in reliance on any list, notice, certification, affidavit or assignment furnished under any such provisions.

1-4 a) All employees covered by this Agreement who are not members of the UNION, commencing on the effective date of this Agreement, or sixty (60) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the UNION, shall pay to the UNION each month their fair share of the
costs of the services rendered by the UNION that are chargeable to non-members under state and federal law

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

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

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

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

e) The UNION shall distribute the notice described in subsection d) by 1) posting it and the UNION internal review procedures, 2) publishing the notice and the internal appeal procedure, 3) providing union stewards or representatives with copies of the notice for distribution to employees identified pursuant to subsection c) and 4) publishing the appeal procedure as Appendix B of this Agreement.

f) A copy of the UNION internal appeal procedure culminating in arbitration of any objector's claims shall be supplied to the BOARD. The UNION shall advise the BOARD of subsequent changes therein.

g) Upon the UNION's receipt of notice of any objector's invocation of either procedure described above, the UNION shall deposit in an escrow account, separate from all other UNION funds, the amount of fee payments received on behalf of an objector or objectors that is fairly placed at issue by the objection(s).

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 as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate award, determination or judgment, including any appeals, or by the terms of a mutually agreeable settlement between the UNION and the objector or the group of objectors.

h) In any proceeding involving the determination of the fair share fee hereunder, the UNION shall participate and provide all financial and other records deemed relevant by the adjudicating body.

i) If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the UNION, the UNION shall promptly, after exhaustion of all appeals properly invoked, adopt said determination and notify the BOARD.

j) 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 shall arise out of or by reason of action taken by the BOARD for the purposes or complying with the above provisions of this Article or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

k) Nothing in This Article shall inhibit or interfere with the right of non-association of employees based upon bona fide religious tenets or teachings of a church or religious body of which such employees are members. Such employees shall pay an amount equal to their proportionate share determined under a proportionate share agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the exclusive representative to which such employees would otherwise pay such fee. If the affected employees and the exclusive representative are unable to reach an agreement on the matter, an organization shall be chosen from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board.

1-5. Members of the bargaining unit who are designated, in writing, as officers and representatives and who participate in the grievance process in the manner indicated herein shall not lose compensation and shall not be subject to discrimination or adverse employment action for such action.

1-6. Representatives of the Office of Labor 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.

1-7. Bulletins that are not in conformity with this Agreement shall be reviewed with the President of the UNION before said bulletins are distributed.

1-8. 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.

1-8.1. No decision on or adjustment of a grievance shall be contrary to any provision of this Agreement.

1-9. The UNION shall supply, in writing, at the beginning of each school year, to the BOARD (through the Office of Labor Relations) a complete list of all elected officers and trustees.

1-10. 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 Local 143 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 Local 143 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 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.

2.2 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). However, nothing herein shall preclude the BOARD from disciplining employees engaging in misconduct during a work stoppage or strike. Further, nothing herein shall preclude the right of the UNION from implementing UNION policy as to its members.

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. A sincere attempt shall be made to resolve any difference by oral interview between the grievant or grievants or the UNION and the appropriate unit head before the difference becomes formalized as a grievance.

3-1.2. A grievant or the UNION may present a grievance in writing to the principal or the appropriate unit head within forty-five (45) working days following the act or condition which is the basis of the grievance. 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 appropriate unit head shall arrange for a conference within five (5) working days after receipt of the grievance. The appropriate 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 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.

3-1.5. The appropriate 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 Engagement) within five (5) working days after the completion of the conference.

3-2. Appeal-Chief Executive Officer.

3-2.1. Within ten (10) working days after receipt of the decision of the appropriate unit head, the grievant or the UNION may appeal to the Chief Executive Officer (through the Office of Employee Engagement) from the decision rendered by the appropriate unit head. The appeal shall be in writing and shall set forth specifically the act, condition and the grounds on which the appeal is based and shall include a copy of the grievance and all decisions rendered. A copy of the appeal shall be sent to the appropriate unit head.

3-2.2. The Chief Executive Officer or his/her designated representative shall meet with the parties concerned within ten (10) working days after receipt of the appeal request. He/she shall notify the parties concerned in writing at least two (2) working days prior to the conference. Within ten (10) working days after the conference, the Chief Executive Officer shall render a written decision that shall be forwarded to each grievant, the UNION; the appropriate unit head and the Office of Employee Engagement.

3-3. Arbitration.

3-3.1. Within twenty (20) working days after receipt of the decision of the Chief Executive Officer, 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 of any grievance which alleges that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. Following the appeal 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 or 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 employer has violated, misinterpreted or misapplied any of the terms of this Agreement.

3-4. **Procedures for Grievances Not Under the Jurisdiction of the-Appropriate Unit Head.**

3-4.1. The grievant or the UNION shall submit any such grievance in writing to the Chief Executive Officer (through the Office of Employee Engagement) within fifteen (15) working days following the act or condition which is the basis for the grievance. However, grievances over placement on the salary schedule shall be submitted within ninety (90) calendar days following the date the grievant knew or reasonably should have known of the dispute. Grievances over late payments or under payments shall be submitted within forty-five (45) calendar days following the date the grievant knew or reasonably should have known of the dispute. The grievance shall set forth specifically the act, condition and grounds on which the grievance is based.

3-4.2. The Chief Executive Officer or his/her designated representative shall meet with the concerned parties, who will be given five (5) working days- notice of the conference, within fifteen (15) school days after receipt of the grievance. Within ten (10) working days after the grievance conference, the Chief Executive Officer shall render a written decision that shall be forwarded to each grievant and the UNION. The decision of the Chief Executive Officer may be appealed to arbitration under the provisions of Article 3-3.

3-5. **General Grievance Provisions.**

3-5.1. The resolution of all grievances shall be in accordance with the procedures that are a part of this Agreement. If the grievant fails, without cause, to appear at a scheduled grievance conference and fails, without cause, 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 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. The UNION shall be notified and afforded the opportunity to be present.
3-5.6. Once a grievance has been filed, the grievance may not be altered, except the grievant may add factual information relating to the grievance or delete items from the grievance.

3-5.7. Unless otherwise agreed or ordered by a court or arbitrator, the resolution of all grievances that require monetary relief or reinstatement as part of that resolution shall be implemented within two (2) pay periods from the receipt of the written decision. The UNION should receive written notice when restitution is made.

3-6. Mediation.

3-6.1. The UNION and the BOARD shall create a mediation panel for the purpose of attempting to resolve grievances and disciplines of six to thirty days and dismissals. The Board shall not refuse to mediate any dispute the Union advances to mediation/arbitration.

3-6.2. Mediation Panel. The BOARD and the UNION shall create a rotating list of mediators, consisting of seven (7) mediators. If the mediator is unable to resolve the pending grievance and/or discipline, the mediator shall render a final, binding decision.

ARTICLE 4—LAYOFF

4-1. The BOARD’s ESP Layoff and Recall Policy will be applied to include criteria for determining bargaining unit employees to be laid off. Except when bargaining unit employees are laid off due to school actions, which employees shall be laid off by school unit in the following manner:

a. The school principal or unit head shall determine the number of positions and which classification(s) within the unit shall be affected. Employees within those classifications will be laid off in the following order:

b. Employees who do not possess the highly qualified status or who do not hold necessary certifications or other qualifications;

c. Employees rated unsatisfactory or its equivalent (i.e., below 70 points on current system) in their most recent performance rating and, if more than one such employee, then from among those employees, then by seniority among those employees.

d. Employees rated satisfactory or its equivalent (i.e., 70 to 75 points on the current evaluation system) in their most recent performance rating and, if more than one such employee, then by seniority among those employees.

e. Employees rated better than satisfactory or its equivalent (i.e., more than 75 points on the current evaluation system) in their most recent performance rating and, if more than one such employee, then by seniority among those employees.

For purposes of this policy only, “seniority” with regard to layoff and reappointment shall mean the length of full-time accumulated service in any career service/ESP position, with
such seniority accruing from the date of initial appointment to a career service/ESP position with the Board. This definition of “seniority” shall apply only to those ESP employees who are represented by a bargaining unit at the time of their layoff.

The UNION or an affected employee who grieves a layoff made out of order of seniority due to an unsatisfactory evaluation under this section may challenge the unsatisfactory evaluation in that grievance. Such bargaining unit members shall be recalled to the classification from which s/he was laid off if a vacancy in that title occurs during the 12 months following the layoff.

**ARTICLE 5—WORK SCHEDULE**

5-1. The regular work schedule for bargaining unit members who are non-exempt for purposes of the Fair Labor Standards Act shall be eight (8) consecutive hours per day, five (5) consecutive days per week, with a one (1) hour unpaid lunch.

5-1.1. Said regular work hours may be subject to change upon two (2) weeks' advance notice. However, nothing herein shall preclude the appropriate unit head from modifying regular work hours temporarily if said unit head determines that an emergency situation has arisen that warrants such a modification. Emergency situation shall be defined as a situation of which management was provided less than seventy-two (72) hours notice.

5-1.72. In accordance with Section 553.224 of the Fair Labor Standards Act, the changing of regular work hours shall not be designed to evade the overtime compensation requirements of the Fair Labor Standards Act.

**ARTICLE 6—SALARY**

6-1. **Salary Increases.** During the first three years of this agreement, the BOARD shall adjust salaries in accordance with the schedule below and provide pensionable additional salary to bargaining unit members hired on or after January 1, 2017 in accordance with paragraph 6-6. This contract shall re-open on May 1, 2019 for the sole purpose of negotiating wages for years 4 and 5 of this agreement.

Year 1: 0% increase (eff. 7/1/16)
Year 2: 2% increase (eff. 7/1/17)
Year 3: 2.5% increase (eff. 7/1/18)
Year 4: In accordance with agreement reached in reopener
Year 5: In accordance with agreement reached in reopener

6-2. **Payroll Adjustments.** The BOARD shall provide a written explanation of any payroll adjustment or change with the salary warrant on which said adjustment or change takes place.
6.3. **Overtime Pay.** Bargaining unit members who are non-exempt for purposes of the Fair Labor Standards Act shall be entitled to overtime compensation at one-and-half (1 1/2) times their regular hourly rates for time worked in excess of forty (40) hours per week.

6-3.1. All overtime assignments must have prior approval by the appropriate unit head or the BOARD before being worked. Overtime assignments shall be designated by appropriate unit head or his designee.

6-4. **Employees Hired Prior to January 1, 2017 – Pension Pick-up.** For bargaining unit members hired prior to January 1, 2017, 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).

6-4.1. 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 said pension fund.

6-5. **Employees Hired on or After January 1, 2017 – Supplemental Payment.** For bargaining unit members hired on or after January 1, 2017, the Board shall not pick up any portion of the employees' pension contribution but:

(a) For the period of January 1, 2017 to June 30, 2017, the Board shall add 3.5% to their base salary as pensionable salary

(b) For the period of July 1, 2017 and thereafter, the Board shall add 7% to their base salary as additional pensionable salary.

6-6. **Appropriations Condition.** In accordance with the provisions of the Illinois School Code, salary schedules and compensatory remuneration provisions in the 2012-2016 Agreement shall be subject to the terms, provisions and conditions of the appropriations therefor contained in the fiscal year school budgets.

6-7. **Pay periods and Pay days.** Employees in the bargaining unit shall be paid on alternate Fridays with no longer than a one (1) week delay between the end of the pay period and the pay date. All deductions shall be annualized in accordance with the fifty-two- (52-) week payment program through twenty-six (26) bi-weekly deductions.

**ARTICLE 7—GENERAL**

7-1. **Safe Working Conditions.** The BOARD will make every reasonable effort to provide and maintain safe working conditions. The UNION will cooperate to that end and encourage the employees, at all times, to perform their assigned tasks in a safe manner.
7-1.1. For safety and security reasons, the appropriate unit head will designate at least one (1) working telephone for use by employees covered by this Agreement who may be required to work after normal and regular school hours.

7-2. Assault Pay. Subject to review by a medical examiner selected by the Chief Executive Officer and further subject to the credit below, members of the bargaining unit whose absences result from a work-related assault shall be paid full salary and medical expenses by the BOARD for the time of their temporary total incapacity, and no deductions shall be made from sick leave.

7-2.1. There shall be coordination of salary payable hereunder with any sums payable under the Workers' Compensation Act for temporary total incapacity for work in that in calculating the amount due to an employee under this Article, the BOARD shall be entitled to and shall take credit for any sum payable under the Workers' Compensation Act for temporary total disability. The credit hereunder is to be limited to temporary total disability only.

7-2.2. A member of the bargaining unit shall report immediately to his/her immediate superior and to the Officer for Compensation and Benefits any case of assault in which he/she is involved while performing his/her assigned duties.

7-2.3. It shall be the responsibility of each bargaining unit member to supply any and all available information concerning a work-related assault and cooperate in any subsequent legal action concerning said incident.

7-3. Disciplinary Action Notices to Union. The UNION shall receive notice of all disciplinary action taken against members of the bargaining unit.

7-4. Bargaining unit position listing. The appropriate unit head will maintain a current listing of the status of all bargaining unit positions.

7-5. Copies of the Collective Bargaining Agreement. The BOARD will furnish the UNION with fifteen (15) copies of the collective bargaining agreement.

7-6. Distribution of Collective Bargaining Agreement. The UNION shall distribute the Agreement to each person who is or becomes a member of the bargaining unit during its effective term.

7-7. Notice of Retirement or Resignation. A bargaining unit member is expected to provide a written notice to the Department of Human Resources and the appropriate unit head at least thirty (30) calendar days prior to the effective date of his or her retirement and resignation from employment.

7-8. Notice of New Full-time Employees. The BOARD shall furnish the UNION, by the tenth working day of employment, with the job title, name, address, and work location of any new full-time employee who becomes a member of the bargaining unit.

7-9. Policy Changes Affecting Working Conditions. 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.

7-10 Probationary period. The probationary period for new employees is one continuous year of service as a CPS employee.

7-11. Computer and Intranet Access. Reliable computer and intranet/internet access will be available for the use of bargaining unit employees to perform job-related duties. If such reliable access is not provided, the employee shall not be subject to discipline for matters related to such access.

ARTICLE 8—CONFORMITY

8-1. No Strikes, Work Stoppages, Picketing or Concerted Work Disruptions. During the term of this Agreement, the UNION agrees that there shall be no strikes, work stoppages, picketing or concerted interruptions of any kind.

8-1.1. 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 the commencement of such strike, slow-down or stoppage, what measures it has taken to comply with the provisions of this Article.

8-2. Modifications and Amendments. 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, shall be so amended.

ARTICLE 9—LEAVES OF ABSENCE

9-1. Vacations. All bargaining unit employees who are scheduled to work fifty-two (52) weeks per year shall accrue vacation at the following rates through June 30, 2014:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual Rate</th>
<th>Yearly Accrual</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-10</td>
<td>.58 Vacation Days Per Pay Period</td>
<td>15 Days</td>
<td>40 days</td>
</tr>
<tr>
<td>11-20</td>
<td>.77 Vacation Days Per Pay Period</td>
<td>20 Days</td>
<td>53 Days</td>
</tr>
<tr>
<td>21 or more</td>
<td>.97 Vacation Days Per Pay Period</td>
<td>25 Days</td>
<td>66 Days</td>
</tr>
</tbody>
</table>

All bargaining unit employees who are scheduled to work fifty-two (52) weeks per year shall accrue vacation at the following rates as of July 1, 2014:
<table>
<thead>
<tr>
<th>Years of Service Accrual</th>
<th>Accrual Rate</th>
<th>Yearly Accrual</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>For employees with 0-10 years</td>
<td>.58 vacation days per pay period</td>
<td>15 days</td>
<td>20 days</td>
</tr>
<tr>
<td>For employees with 11-20 years</td>
<td>.77 vacation days per pay period</td>
<td>20 days</td>
<td>25 days</td>
</tr>
<tr>
<td>For employees with 21 or more years</td>
<td>.97 vacation days per pay period</td>
<td>25 days</td>
<td>30 days</td>
</tr>
</tbody>
</table>

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

9-1.1. For purposes of measuring years of service, time spent by an employee in military service shall be credited to the employee if he/she resumes employment with the BOARD within ninety (90) days after his/her discharge from military service.

9-1.2. For purposes of measuring years of service, time spent by an employee in the employ of the City of Chicago, Chicago Housing Authority, Chicago Park District, County of Cook, Forest Preserve District, Metropolitan Pier and Expositions Authority, Metropolitan Water Reclamation District of Greater Chicago, School Finance Authority, Chicago Transit Authority or State of Illinois shall be credited to the employee if he/she begins employment with the BOARD within one (1) year after the termination of his/her employment with such public entity.

9-1.3. The department head shall schedule vacations for the bargaining unit members. Vacation accrual benefits shall not be limited where a bargaining unit member's previously scheduled vacation has been canceled by the BOARD.

9-1.4. Bargaining unit members will be permitted to take vacation earned during their anniversary year. Timely written notice of no less than fifteen (15) work days shall be given to the department head. No single request shall be for more than three (3) consecutive weeks, unless the department head consents otherwise. Subject to operational needs, the department head shall approve the bargaining unit member's request.

9-2. **Holidays.** The BOARD shall establish holidays that will be observed on an annual basis at the time it adopts the academic calendar. For FY2013, 52-week employees shall have the following holidays: Labor Day, Veteran’s Day, Thanksgiving Day, the 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 will be observed on Monday.

9-2.1. 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.

9-2.2. Effective upon ratification, a bargaining unit member who is non-exempt for purposes of the Fair Labor Standards Act and who is directed by the Department of Operations to work on a
holiday shall receive one-and-one-half \((1\frac{1}{2})\) times his/her regular hourly rate of pay for all hours worked on the holiday in addition to eight (8) hours of holiday pay.

9-3. **Sick Day Benefit Days Granted On and After July 1, 2012.**

9-3.1 **Grant of Sick Days.** On July 1, 2012, and each July 1 thereafter, the BOARD shall grant eligible employees one day per month, 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.

9-3.2. **No Accumulation or Banking of Unused Sick Days.** All sick days granted after June 30, 2012 will neither accrue nor accumulate.

9-3.3. **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 above. 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:

<table>
<thead>
<tr>
<th>Qualifying Event</th>
<th>Percentage of Accumulated Sick Leave To Be Paid Out</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resignation or retirement with 33.95 or more years of service</td>
<td>100%</td>
</tr>
<tr>
<td>Resignation or retirement with at least 20 but less than 33.95 years of service</td>
<td>90%</td>
</tr>
<tr>
<td>Resignation or retirement at age 65 with less than 20 years of service</td>
<td>85%</td>
</tr>
<tr>
<td>Employee’s Death</td>
<td>100%</td>
</tr>
</tbody>
</table>

An employee who qualifies for a payout pursuant to this Article based upon his/her age and/or years of service and who is laid off shall be afforded a period of twelve (12) months from the date of his/her layoff, or last day in the bargaining unit (whichever is later) to submit a resignation or retirement to qualify for a payout.

9-3.4 **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 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.
9-3.5 *Sick day pay.* 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.

9-3.6 New employee eligibility. New employees are not eligible for sick leave during the first sixty (60) work days of their employment. After this sixty-(60-) day period, such employees shall accrue and be granted sick days on a prorated basis retroactive to their dates of appointment.

9-3.7 Consecutive day absences. 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 as the employee uses one (1) sick day.

9-4 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.

9-4.1 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.

f) they are full-time benefits eligible employees actively employed in a position.

9-4.2 Employee Benefits During Paid Short-Term Disability Leave. Employees on short-term disability leave may continue their employee benefits (health, dental, like, 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.

9-4.3. **Coordination of Short-term Disability Leave 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.

9-4.4. **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.

9-5. **Bereavement Leave.**

9-5.1. **Immediate Family.** If an employee is absent because of the death of his/her parent, spouse, child, brother, sister, grandparents, or domestic civil-union partner 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.

9-5.2. **Other Family Members.** If an employee is absent because of the death of his/her 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.

9-6. **Court Attendance.**

9-6.1. **Attendance in connection with School or State, City or Board Interests.** 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.

9-6.2. **Subpoenas.** 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.
9-7. **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.

9-8. **Military Leave.**

9-8.1. **Enlistment and Active Duty.** 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.

9-8.2. **Reserve Duty.** 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.

9-9. **Personal Days.**

9-9.1. **Annual Grant of Personal Business Days for Employees with One or More Years of Service.** 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.

9-9.2. **Grant of Personal Days for Employees with Less than One Year of Service.** All full-time employees with less than one (1) year of service with the BOARD shall be granted personal days as follows:

<table>
<thead>
<tr>
<th>Period in Which Employment Began</th>
<th>Number of Personal Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1 through September 30</td>
<td>3</td>
</tr>
<tr>
<td>October 1 through March 31</td>
<td>2</td>
</tr>
<tr>
<td>April 1 through May 31</td>
<td>1</td>
</tr>
<tr>
<td>June 1 through June 30</td>
<td>0</td>
</tr>
</tbody>
</table>
9-9.3. **No Personal Business Day Usage During First and last Week Of School.** An employee may not use a personal day during the first or last week of school.

9-9.4. **No Accumulation of Payout of Personal Business Days Granted on or after July 1, 2012.** Personal Days granted on or after July 1, 2012, shall not be accumulated, shall not be cashed out, shall not be used as service credit or rolled into a sick bank, and may not be used during sick leave. 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. 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.

9-9.4. **Current Employees Personal Days Grants in January 2012.** 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.

9-10. **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.

9-11. **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, subject to BOARD approval.

9-12. **FMLA Leave.** Bargaining unit employees shall use their FMLA leave consistent with Board Policy No. 513.1, Family and Medical Leave Act. 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 adapted 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;

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

9-12.1 Bargaining unit employees are entitled to a total of 12 work weeks of leave for the above-stated reasons during a rolling 12-month period measured backwards from the date an employee uses any FMLA leave.

9-12.2. 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 the employee had continued in employment continuously for the duration of the leave. The employee will accrue seniority while on FMLA leave.

9-12.3. 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.

9-12.4. A bargaining unit employee who takes FMLA leave shall be entitled on return from such leave to be restored to the position of employment held by the employee when the leave commenced or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

9-13. Election Day. All bargaining unit employees whose schedules require it shall receive reasonable time off without pay not to exceed two (2) hours to enable such employees to vote in any primary election, general election, special election or any election at which propositions are submitted to a popular vote in the State of Illinois, provided that (1) such employees shall submit a request in writing to the BOARD on a form provided by 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.

9-14. Statutes, Statutes Ordinance, Regulations, Rules and Policies Governing Benefits. 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.

ARTICLE 10—DISCIPLINE AND DISCHARGE

10-1. Just Cause for Discipline. The Chief Executive Officer (or his/her designee within the administrative staff of the Chief Executive Officer) shall direct, supervise, evaluate, suspend with or without pay and discipline all other members of the bargaining unit only for just cause. Discipline as used herein includes suspension or lesser disciplinary action, including reprimand. No member of the bargaining unit shall be disciplined except for just cause.

10-2.1. *ESP Discipline and Discharge Policy – Just Cause.* Discipline and discharge of bargaining unit employees shall be in accordance with "Chicago Board of Education Personnel Policy Educational Support Employees: Discipline and Discharge," No discipline or discharge of bargaining unit employees by the BOARD shall be without just cause. Probationary and provisional employees may be discharged only for just cause.

10-2.1. *Pre-disciplinary Conference.*

(a) If discipline is contemplated, members of the bargaining unit shall be afforded a conference to discuss the incident(s) which 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 will be afforded the opportunity to be present at the conference.

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

10-2.2. *Disciplinary Suspensions.*

Members of the bargaining unit may be suspended without pay for disciplinary reasons for a period not to exceed thirty (30) workdays. The Department Head shall make decisions with respect to discipline of suspensions of 30 days or less within 30 days of the pre-disciplinary meeting.

All decisions below the level of the Chief Executive Officer shall be subject to review and reconsideration by the Chief Executive Officer or designee.

10-2.3. *Effective Date of Discipline.* No disciplinary action shall be imposed until the final decision of the Chief Executive Officer or designee 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.

10-2.4. *Disciplinary Records.* Records of disciplinary action shall be removed from the personnel file one (1) year after the conclusion of the disciplinary action.


10-3.1. *Discipline Eligible for Arbitration and Voluntary Mediation.* Only BOARD decisions involving discharge or suspension over fifteen (15) days are arbitrable under this Article, provided
however that disciplines of six or more days may be submitted to mediation/arbitration, subject to Section 3-6 above.

10-3.2. Arbitration Procedure.

(a) *Invoking Arbitration.* 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 decision of the Chief Executive Officer to the Federal Mediation and Conciliation Service for arbitration under its rules. Any arbitration involving the discharge of a non-certificated, union-represented employee shall be in accordance with the guidelines set forth in Appendix C.

(b) *Voluntary Mediation.* 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.

(c) *Arbitration Hearing and Decision.* The arbitrator shall hold a hearing within twenty (20) days of his/her appointment unless otherwise agreed by the parties. At least 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.

(d) *Arbitrator's Jurisdiction.* 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.

**ARTICLE 11--RESIDENCY**

11-1. 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 12--INSURANCE**

12-1. *Types of Insurance Provided.* The BOARD shall provide for each regular, probationary and provisionally appointed member of the bargaining unit the medical, prescription drug, mental health, dental and vision benefits; flexible spending accounts; life and personal accident insurance; and savings and retirement program as set forth in Appendix D, subject to the terms of this Agreement.

12-2. *Carriers.* The BOARD reserves the right to change insurance carriers, Health Maintenance Organizations or administrators or to self-insure all or any part of the coverage provided for herein, provided such change does not reduce the level of benefits set forth herein.
12-3. **Disputes about Claims.** A claim dispute with the carrier pertaining to any benefit under the BOARD's health care plan shall not be subject to the grievance procedure. Such claim disputes shall be pursued by employees covered by this Agreement through the carrier's administrative remedy procedures. In the event the BOARD shall self-insure the plan, any claim dispute shall be pursued through the BOARD's administrative remedy procedures. This paragraph shall not affect the grievance or arbitrability of disputes concerning the plan beyond those involving employee or dependent medical claims.

12-4. **Employee Health Care Contributions**

The following grids are the Employee Contributions for health care:

*Effective January 1, 2017*

<table>
<thead>
<tr>
<th></th>
<th>HMO</th>
<th>PPO</th>
<th>HSA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>2.0%</td>
<td>2.2%</td>
<td>0.65%</td>
</tr>
<tr>
<td>Employee +1</td>
<td>2.2%</td>
<td>2.5%</td>
<td>1.25%</td>
</tr>
<tr>
<td>Family</td>
<td>2.5%</td>
<td>2.8%</td>
<td>1.90%</td>
</tr>
</tbody>
</table>

*All percentages are percent of base salary.

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

<table>
<thead>
<tr>
<th></th>
<th>HMO</th>
<th>PPO</th>
<th>HSA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>2.10%</td>
<td>3.0%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Employee +1</td>
<td>2.28%</td>
<td>3.25%</td>
<td>1.00%</td>
</tr>
<tr>
<td>Family</td>
<td>2.50%</td>
<td>3.5%</td>
<td>2.0%</td>
</tr>
</tbody>
</table>

*All percentages are percent of base salary.

**LMCC program proviso.** The 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.

12-5. **Civil Partners and Domestic Partners.** Qualified civil union partners of bargaining unit members are entitled to the same health and dental insurance benefits as are available to the spouses of bargaining unit members. Persons qualified as domestic partners at the time of the making of this agreement shall continue to be recognized as domestic partners and be eligible for benefits so long as they meet the criteria established for domestic partners. The BOARD shall not recognize any new domestic partner relationships or provide benefits coverage to domestic partners hereafter.

12-6. **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 on the following terms: (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; (b) an employee
who earns more than thirty thousand dollars ($30,000), including overtime, shall pay two hundred, fifty dollars ($250) per year per covered individuals who is a tobacco user.

12.7. **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.

12.8. **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 or personal accident 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.

12.9. **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.

12.10. **Leave Policies and Procedures.** The Board’s policies and procedures governing paid and unpaid leaves of absence are set forth in the current 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.

12.11. **Health Care Benefits.** Except as otherwise required 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 12.

12.12. **Return from Leave.** Except as otherwise required by law, or set forth in the current policies and procedures, 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 13—CONCLUSION**

13-1. This Agreement shall be effective as of July 1, 2016 and shall remain in effect through June 30, 2021.

13-1.1. Negotiations for a wage reopener for the period of July 1, 2019 to June 30, 2021 will commence no later than May 1, 2019, upon written request of either party filed at least two (2) weeks before this date. Negotiations for a subsequent agreement will commence no later than May 1, 2021, upon written request of either party filed at least two (2) weeks before this date. The UNION shall submit its proposals within thirty (30) days prior to the commencement of negotiations.
13-2. Neither the BOARD and its representatives nor the UNION and the members of the bargaining unit shall take any action violative of or inconsistent with any provisions of this Agreement. The parties agree that each has exercised its right to bargain for any provision it wished to be included in this Agreement; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement; and that this Agreement and its side letters constitute a complete agreement as to all matters upon which the parties have or might have bargained. The UNION and the BOARD agree that where, in the course of negotiating the Agreement, either the UNION or the BOARD withdrew any of its proposals in the interest of reaching an agreement, neither the UNION nor the BOARD will rely upon the UNION'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 ______ day of ________

INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, LOCAL 143-143B

William Laicello
Its President

Dated: 3/21/17

ATTEST:

Denis Leeheury
Its Vice President

Dated: 3/21/17

BOARD OF EDUCATION OF THE CITY OF CHICAGO,

Frank Clark
Its President

Dated: 4/28/17

ATTEST:

Estela Beltran
Its Secretary

Dated: 4/28/17

CEO Approval

Forrest Claypool
Chief Executive Officer

Approved as to legal form:

Ronald Marmer
General Counsel CPS

Dated: 4-24-17

Board Report 16-1207-EX18-1
APPENDIX A

Agreement
between the
Chicago Public Schools ("CPS") and the
International Union of Operating Engineers, Local
No. 143-143B ("Local 143")

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

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

Scope and Authorization

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

Initiation

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

Panel

The Mediation Panel shall be composed of:

1. Two delegates appointed by Local 143;

2. Two delegates appointed by CPS;

3. One neutral appointed from a list of neutrals to be determined by the parties. Each neutral on the panel to be trained by the parties on the amendment to Section 4.5 and associated agreements. Selection of the neutrals shall be dependent upon an agreed-upon fee schedule.

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

Scheduling

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

Fact-Finding

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

Costs

The parties will share the costs equally of this process.
APPENDIX B

Non-Member Fair Share Payments

UNION Implementation Program and Appeal Procedures

A. Fair Share Fee Determination.

The governing body of the UNION is authorized and directed to determine the amount of the fair share fee which non-member employees are required to pay to the UNION pursuant to the Agreement between the BOARD and the UNION.

B. Filing Objections to Fair Share Payments.

Any non-member employee making such payments may object to any expenditure or his/her fair share payment for purposes not related to services rendered by the UNION as provided by law. Any such objection may be made by the objector individually by sending a letter addressed to the UNION stating the objection(s), the desire to invoke the UNION internal appeal procedure and the objector's address and bearing the objector's signature. The letter must be postmarked or delivered at any time after notice by the UNION of the amount of the fee, as required by the Agreement, but before the sixty-first day following the first deduction of the fee from the objecting non-member's earnings. This internal appeal procedure is an alternative to other actions available to an objector under law.

C. Escrow Arrangements.

Upon the UNION's receipt of a letter invoking this procedure, the UNION shall deposit in an escrow account, separate from all other UNION funds, the amount of fee payments received on behalf of the objector that is fairly placed at issue by the objection(s) stated in the letter. The UNION shall furnish the objector(s) with verification of the terms of the escrow arrangement.

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

D. Appeal Procedure.

Within thirty (30) days of the expiration of the period for filing objections, the governing body of the UNION shall meet to review the objections and determine whether any reduction in the amount of the fair share shall be made. Any objector(s) shall be notified in advance of the date, time and place of the meeting and may appear and make a presentation pertinent to his/her objection(s). Each objector shall be notified of the decision of the governing body of the UNION in a letter mailed within ten (10) days after the above meeting. Any objection not appealed to arbitration as provide herein will be deemed an acceptance of the governing body of the UNION's determination, and the escrow shall terminate as to that objector.
E. Arbitration Proceedings.

Any objector who is dissatisfied with the Executive Committee's determination may appeal the determination to arbitration by notifying the UNION President by letter delivered or postmarked within thirty (30) days after the date that the Executive Committee's determination is mailed to the objector. If more than one (1) objector has appealed, the UNION shall send each objector who has appealed to arbitration a list of all such objectors, and the objections appealed shall be consolidated for the arbitration proceedings. Those objectors and the UNION shall each select a representative, and so notify the other, who will attempt to mutually agree on selecting the arbitrator, coordinating discovery and organizing the presentation at the hearing.

The representative, absent mutual agreement, shall request that the Federal Mediation and Conciliation Service ("FMCS") proffer a panel composed of seven (7) persons who are licensed to practice law. The representatives shall select the arbitrator from the panel pursuant to FMCS Rules.

The arbitrator shall set the hearing for the earliest date that the arbitrator, the objector(s) and the UNION are available. Prior to the hearing, the parties shall provide each other with access to all relevant records requested of each other; any disputes concerning such discovery shall be submitted to the arbitrator for determination.

The fee and any expenses of the arbitrator, and the costs of discovery agreed to or ordered by the arbitrator, shall be borne by the UNION. Any party may record or transcribe the hearing at its own cost.

F. Arbitrator Award.

The arbitrator shall issue a written award, based on the evidence and relevant provisions of the collective bargaining agreement and the law, determining whether the fair share fee was appropriately calculated, and, if not, what the appropriate calculation should have been. The award shall be final and binding, subject to judicial review in accord with applicable principles of law. The applicable escrow funds, and the interest accrued thereon, shall be disbursed pursuant to the award unless an action for judicial review is filed and served within thirty (30) days of the date of the award.
APPENDIX C

Guidelines for Binding Arbitration for
Non-Certificated Discharges and for
Mediation/Arbitration

1. The following process is applicable to non-certificated, union-represented personnel.

2. The grievance procedure, including binding arbitration and mediation/arbitration as provided for in Articles 3 and 10 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 and mediation/arbitrations will be rotated among the following arbitrators:

   A. Edwin Benn
   B. Amedeo Greco
   C. Peter Meyers
   D. Angela Murphy
   E. John C. Fletcher
   F. Elliot Goldstein
   G. Sinclair Kossoff
   H. Robert Costello
# APPENDIX D

## I. MEDICAL BENEFIT

### A. HEALTH CARE PLAN DESIGN EFFECTIVE 1/1/2013

#### EMPLOYER CONTRIBUTIONS (H.S.A. only)

<table>
<thead>
<tr>
<th></th>
<th>HMO</th>
<th>PPO</th>
<th>H.S.A.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Employee+1*</td>
<td>NA</td>
<td>NA</td>
<td>$600</td>
</tr>
<tr>
<td>Family</td>
<td></td>
<td></td>
<td>$1,500</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$2,000</td>
</tr>
</tbody>
</table>

*Employer contributions to H.S.A. are not forfeited. Employee has option of making pre-tax contributions up to certain limits determined by IRS, which are currently $3,350 for single plans and $6,750 for family plan.

#### HEALTHCARE DEDUCTIBLES

<table>
<thead>
<tr>
<th></th>
<th>HMO</th>
<th>PPO</th>
<th>H.S.A.</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Network</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single/+1/Family</td>
<td></td>
<td></td>
<td>$2,000/$4,000/$4,000</td>
</tr>
<tr>
<td>Out of Network</td>
<td></td>
<td></td>
<td>$4,000/$8,000/$8,000</td>
</tr>
<tr>
<td>Single/+1/Family</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### ANNUAL OUT OF POCKET MAX *

<table>
<thead>
<tr>
<th></th>
<th>HMO</th>
<th>PPO</th>
<th>H.S.A.</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Network Annual</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Out of Ntwk Ann</td>
<td>$1,500/$3,000/$3,000</td>
<td>$2,700/$5,200/$5,200</td>
<td>$4,000/$8,000/$8,000**</td>
</tr>
<tr>
<td></td>
<td>$5,400/$10,800/$10,800</td>
<td>$8,000/$16,000/$16,000**</td>
<td></td>
</tr>
</tbody>
</table>

*NB: Out of pocket maximums include medical co-pays but exclude any payment for drugs, vision, prosthetics or DME.

**HSA's annual out of pocket maximum are established by regulation and may vary year to year.
<table>
<thead>
<tr>
<th>LIFE TIME MAXIMUM COVERAGE LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>In Network</strong></td>
</tr>
<tr>
<td><strong>Out of Ntwk</strong></td>
</tr>
<tr>
<td>None</td>
</tr>
<tr>
<td>None</td>
</tr>
<tr>
<td>None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CO-PAYS AND CO-INSURANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Physician’s Office (Condition-related visits)</strong>*</td>
</tr>
<tr>
<td>100%</td>
</tr>
<tr>
<td>$30 Reg,</td>
</tr>
<tr>
<td>$45 Splst,</td>
</tr>
<tr>
<td>$30 Urgent</td>
</tr>
<tr>
<td>In: 80%/$25, $40, $25</td>
</tr>
<tr>
<td>Out: 50%/$25, $40, $25</td>
</tr>
<tr>
<td>In: 80% aft. ded.</td>
</tr>
<tr>
<td>Out: 50% aft. ded.</td>
</tr>
</tbody>
</table>

*These are for visits that are other than preventive i.e., when a member is unwell or seeking condition-related care.

**Preventive (Well visits for physicals and screenings including Mammograms, PSA etc.)**

| 100%                               |
| No co-pay                          |
| 100%                               |
| No co-pay                          |
| 100%                               |
| No co-pay                          |

**Procedure, Therapy and Surgical Pre-Certification Requirements**

<table>
<thead>
<tr>
<th>Generally no pre-cert; referral by primary but determined by vendor.</th>
<th>Required pre-cert; failure results in 50% additional co-insurance up to $1,000 or coverage denial of unnecessary procedures</th>
<th>Required pre-cert; failure results in 50% additional co-insurance up to $1,000 or coverage denial of unnecessary procedures</th>
</tr>
</thead>
</table>

**In-Patient Hospital**

| 100%                               |
| $275 co-pay                        |
| In: $100 co-pay and 80% aft. ded. |
| Out: $100 co-pay and 50% aft. ded.|
| In: 80% aft. ded.                  |
| Out: 50% aft. ded.                 |

**In-Patient Doctor Visits**

<table>
<thead>
<tr>
<th>Included in in-patient</th>
<th>Included in In-patient</th>
<th>Included in In-patient</th>
</tr>
</thead>
</table>

**Hospital Out-patient**

<table>
<thead>
<tr>
<th>100% aft. $225 co-pay</th>
<th>In: 80% aft. ded.</th>
<th>In: 80% aft. ded.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Out: 50% aft. ded.</td>
<td></td>
<td>Out: 50% aft. ded.</td>
</tr>
</tbody>
</table>

**Maternity Doctor Visits (OB-GYN) Sames as Specialist Dr. Visits**

**Pre-natal/Post-natal**

<table>
<thead>
<tr>
<th>100%/$45 co-pay</th>
<th>In: 100%/$40 co-pay</th>
<th>In: 80% aft. ded.</th>
</tr>
</thead>
</table>

31
**Maternity - In-Hospital (Same as In-patient Cost Share)**

|---|---|---|---|

**Emergency Room**

<table>
<thead>
<tr>
<th></th>
<th>100%/$200 co-pay</th>
<th>100%/$200 co-pay</th>
<th>In: 80% aft. ded. Out: 50% aft. ded.</th>
</tr>
</thead>
</table>

**Ambulance**

<table>
<thead>
<tr>
<th></th>
<th>100%</th>
<th>100% aft. Ded.</th>
<th>100% aft. Ded</th>
</tr>
</thead>
</table>

**Mental Health/Subst Abuse**

*In-patient*

|---|---|---|---|

*Out-patient*

|---|---|---|---|

**Vision**

<table>
<thead>
<tr>
<th></th>
<th>100%/$15 co-pay + discounts for eye glasses and contact lenses</th>
</tr>
</thead>
</table>

**OT/PT**

<table>
<thead>
<tr>
<th></th>
<th>100% for visits per Dr. Judgment plus $45 pv co-pay. Up to 60 visits</th>
<th>In: 100%/$45 co-pay up to 60 v Out: 50% after Ded up to 60 v</th>
<th>In: 100%/$45 co-pay up to 60 v Out: 50% after Ded up to 60 v</th>
</tr>
</thead>
</table>

*60 visit cap is per calendar year*

**Chiropractic (Same as Specialty Dr. Visit, condition-related)**

<table>
<thead>
<tr>
<th></th>
<th>100%/$45 co-pay</th>
<th>In: 80% aft. Ded/$40 co-pay up to 30 visits Out: 50% aft. ded. Up to 30 visits</th>
<th>In: 80% aft. ded. Up to 30 visits Out: 50% aft. ded. Up to 30 visits</th>
</tr>
</thead>
</table>

*30 visit cap is per calendar year*

**Skilled Nursing Facility (In-patient/non-custodial)**

|---|---|---|---|

*NB: There is a 60 calendar day limit on skilled nursing facilities.*
### Coordinated Home Care

| 100% no co-pay | NA | NA |

### Prosthetic/Equipment

| 100% | In: 80% aft. ded. Out: 50% aft. ded. | In: 80% aft. ded. 50% aft. ded. |

### Rx

- **In:** Advance formulary program (generic required except where medically necessary)
- After $75 separate Rx deductible is satisfied member pays:
  - Retail: $10 generic/$40 brand formulary/$55
  - Brand Non-formular/ $95 specialty
  - *Mail order (Generally 90-day Supply): $20 generic/$90 brand formulary/$120 brand non-formula/$200 specialty

- **Out:** 60% after $100

- **In:** 80%
- **Out:** 50%

*CVS currently offers 90-day RX fills in pharmacy at mail order rates. CPS will continue to encourage that at CVS and other pharmacies.*
B. INSURANCE BENEFITS - OTHER

1. BENEFITS ELIGIBILITY FOR NEW HIRES. A newly hired employee will continue to be eligible for health care benefits beginning on the first day of the month following his or her date of hire.

2. CHRONIC CARE/DISEASE MANAGEMENT PROGRAM. The parties agree to continue to maintain a chronic care/disease management program. The program shall provide individualized/customized treatment plans, education support, monitoring via nurse care coordinators, communications to employees through the internet and mail, and targeted phone calls to engage employees in preventive actions.

3. ENHANCED VISION PLAN. CPS shall continue to offer an employee-paid vision plan with the following features and contributions.

   - Employee: $0
   - Employee plus one: 100% contributory at rates determined by plan provider
   - Employee plus family: 100% contributory at rates determined by plan provider
   - In addition, there will frame or contact lens allowance every 12-24 months as provided in the vendor renewal agreement.

4. EMPLOYEE ASSISTANCE PROGRAM. An Employee Assistance Program shall continue to be maintained as part of the health care program.
C. **EMPLOYEE MEDICAL PLAN CONTRIBUTIONS**

*Effective January 1, 2017*

<table>
<thead>
<tr>
<th></th>
<th>HMO</th>
<th>PPO</th>
<th>HAS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>2.0%</td>
<td>2.2%</td>
<td>0.65%</td>
</tr>
<tr>
<td>Employee +1</td>
<td>2.2%</td>
<td>2.5%</td>
<td>1.25%</td>
</tr>
<tr>
<td>Family</td>
<td>2.5%</td>
<td>2.8%</td>
<td>1.90%</td>
</tr>
</tbody>
</table>

*All percentages are percent of base salary.*

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

<table>
<thead>
<tr>
<th></th>
<th>HMO</th>
<th>PPO</th>
<th>HSA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>2.10%</td>
<td>3.0%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Employee +1</td>
<td>2.28%</td>
<td>3.25%</td>
<td>1.00%</td>
</tr>
<tr>
<td>Family</td>
<td>2.50%</td>
<td>3.5%</td>
<td>2.0%</td>
</tr>
</tbody>
</table>

*All percentages are percent of base salary.*

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

D. **BENEFIT INFORMATION**

- The BOARD currently provides a guide, providing an overview of its health care plans to new employees and re-hired employees and during the annual Open Enrollment period, and CPS will continue to do so. The guide will be available online to allow employees to view current plan information electronically.
- CPS benefit plans provide a customer service call center. The hours of operation for the call center are 9 to 5. Individual health care vendors have additional customer service operations via telephone or internet.
- As a result of the PeopleSoft conversion, CPS relies on a unique identification number ("UID") for all employees. CPS will work with each of its vendors to ensure that employees are routinely identified by these UIDs as opposed to the employees’ Social Security numbers.

II. **DENTAL BENEFIT**

Employees and eligible family members will have the choice of a Preferred Provider Option (PPO) or Health Maintenance Organization (HMO) Dental Plan.
PPO Dental Plan - Member selects an in-network or an out-of-network provider.

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

Plan Design:

<table>
<thead>
<tr>
<th>Services</th>
<th>PPO In-Network</th>
<th>PPO Out-of-Network*</th>
<th>HMO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preventive</td>
<td>80% of PPO rate</td>
<td>80% of PPO rate</td>
<td>100%</td>
</tr>
<tr>
<td>Basic</td>
<td>80% of PPO rate</td>
<td>80% of PPO rate</td>
<td>85-75%</td>
</tr>
<tr>
<td>Major</td>
<td>50% of PPO rate</td>
<td>50% of PPO rate</td>
<td>70-65%</td>
</tr>
</tbody>
</table>

**Individual Maximum**

<table>
<thead>
<tr>
<th>Benefits Limit</th>
<th>PPO In-Network</th>
<th>PPO Out-of-Network*</th>
<th>HMO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benefits Limit</td>
<td>$1,500 annually</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

*Employee Contributions:

**PPO**

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

**Managed Care**

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

**III. FLEXIBLE SPENDING ACCOUNTS ("FSAs")**

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

- **Medical Reimbursement Account** – to be used for FSA eligible expenses not covered by the employee’s medical or dental plan, such as co-pays, deductibles and co-insurance. The maximum amount is $2,600 per year.

- **Dependent Care Account** – to be used for dependent care expenses. The maximum amount is $5,000 per year.
IV. SAVINGS AND RETIREMENT PROGRAM

At the time of an employee’s resignation or retirement, CPS will contribute, the employee’s grandfathered sick pay payout, if any, to the employee’s 403(b) account to the maximum extent allowed by law over a period of one or two years, based on eligibility requirements. The percentage shall be as set forth in Art. 9-4 above. If no account exists, one will be established for the employees with an authorized vendor, based on agreed-upon criteria.