AGREEMENT BETWEEN

CHICAGO BOARD OF EDUCATION AND THE

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 73

July 1, 2015-June 30, 2018
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AGREEMENT
BETWEEN
CHICAGO BOARD OF EDUCATION
AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 73

Agreement made and entered into on July 1, 2015, by and between the Chicago Board of Education (hereinafter referred to as the "BOARD") and the Service Employees International Union Local 73 (hereinafter referred to as the "UNION").

PREAMBLE

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

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

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

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

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

The BOARD and the UNION acknowledge the following as a predicate for their agreement:
The UNION’s membership seeks job security and stable, predictable and competitive wages and benefits for its members.

The BOARD is operating under severe budgetary and fiscal constraints that require it to maximize the efficiency of its workforce, reduce structural labor costs, and ensure flexibility in managing its workforce.

In light of the foregoing, the parties have negotiated the following terms and conditions of employment for the employees in the SEIU, Local 73, bargaining unit and the current collective bargaining agreement shall be amended to conform to these terms.
ARTICLE 1 - RECOGNITION

The BOARD recognizes the UNION as the sole and exclusive bargaining representative for the following job title classifications, exclusive of those positions determined to be confidential by the BOARD at any time: School Security Officer [School Monitor Trainee] (0480); School Matron (2610); Custodial Worker (4223); School Bus Aide ("SBA") (2533); Special Education Classroom Assistant ("SECA") (0464); Parent Worker - School Security Aide (9904) (corresponds to senior security officer); Parent Worker - School Bus Monitor (9901); Parent Worker - School Security Officer (9903); Parent Worker - Other (9907); Head Stadium Attendant (7808); Stadium Attendant (7807); Substitute School Bus Aide (102533); Security Officer (000480); Senior Security Officer (002983); Part-time Aide (009909); Part-Time Security (009728)(formerly Off Duty Police Officer and/or Security Supervisor); School Health Aide (3607); Remote Terminal Operator (669); Principal Clerk (421); Lead Custodian (004222); Factor Custodian (4224); Student Safety Control Coordinator (501496); Substitute Special Education Classroom Assistant (100464); Central Office Security Officer (004267); Part-time Custodian (004227); 10-Month Custodian (00428); Flex Team Security Officer (002991); Climate Team Officer (002988); Senior Climate Team Officer (002989). To the extent that a parent worker is performing duties outside one of the foregoing classifications, the BOARD will establish a parent worker job classification that corresponds to the full-time classification.

In the event that any of the job titles deleted from the 2012-2015 Agreement are later reinstated, the following titles will be included in the Recognition Clause of the current Agreement:

Material Inspector (1535); Storekeeper (1811); Senior Storekeeper (1813); Principal Storekeeper (1815); Head Welfare Attendant (3609); Playground Attendant (7805); Head Playground Attendant (7806); Playground Laborer (7862); Off Duty Police Officers Serving as Security Supervisors (9729); Custodial Worker Assistant (4245); Transportation Assignment Clerk (7135); Parent Worker – Children’s Welfare Attendant (9902), Parent Worker - Special Education Classroom Assistant (9906); Clerk Trainee (402); Junior Clerk (401); Typist (834); Accounting Clerk (145); Senior Clerk (403); Record Clerk (408); Senior Stenographer (823); Stockhandler (1805); Typist-Bilingual (838); Youth Outreach Worker (009908); Emergency Control Operator (7105)(job title will no longer exist after February 8, 2016); Child Family Benefit Liaison (000726); Watchman (4265)(job title will no longer exist after June 30, 2015); Children’s Welfare Attendant (3608)(job title will no longer exist after June 30, 2015); Substitute Children’s Welfare Assistant (103608)(job title will no longer exist after June 30, 2015).

1-1. If the BOARD reclassifies titles or categories of positions or employs a new title or category of a position and the parties mutually agree that such a position has a community of interest with employees in the existing bargaining unit, employees in such new title or category of position shall be included within the existing bargaining unit. Upon the UNION’S request, the parties shall negotiate the terms and conditions of employment for such new or reclassified title or category of position. Nothing contained in this Section shall be construed to require renegotiation of terms and conditions of employment applicable to employees in
the existing bargaining unit as a result of the BOARD'S reclassification of the title or category of employees in the unit. The BOARD also agrees that they will not create new job titles or categories of positions that share a community of interest with employees in the existing unit and/or positions listed in the recognition clause for the purpose of removing such titles or categories of positions from the bargaining unit.

1-1.1. For the purpose of this Section, an employee shall be considered to be a member of the UNION if he/she tenders the dues and initiation fee required as a condition of membership. The BOARD shall grant the UNION an opportunity during the orientation of new employees to present the benefits of UNION membership, at which time the UNION may give such employees a copy of this Agreement.

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

1-1.3. Part-time employees shall be defined as employees working four (4) or more hours per day for at least 9.75 months. Part-time employees shall receive pro-rated benefits in proportion to their work day and work year. Part-time aides are not eligible for benefits.

1-1.4. Parent workers will be placed in position titles/codes which are designated 38.6 weeks. All current parent workers will be "grandfathered" into the job titles without regard to any minimum educational qualifications. This shall not extend to any federal or state mandates including criminal and/or medical background checks.

1-1.5. Effective July 1, 2012, Lead Custodian is a newly created position and will have a new job description that will be reviewed with the Union. Lead Custodians will be paid according to the Salary Pay Plan in Appendix A.

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

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

1-2.2. Nothing contained in this Agreement shall be construed to deny to any bargaining unit member or to the BOARD the right to resort to legal proceedings. No decision on or adjustment of grievance shall be contrary to any provision of this Agreement.
1-2.3. Any changes with regard to policy matters directly affecting the benefits enumerated in this agreement, including wages, hours and terms and conditions of employment, will be negotiated with and agreed to by both the BOARD and the UNION.

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

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

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

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

1-4. Fair Share

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

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

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

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

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

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

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

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

i) The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement 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 an objector or group of objectors.

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

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

1) The rights of non-association of employees based upon bona fide religious tenets or teaching of a church or religious body of which such employees are members are safeguarded. Such employees shall pay an amount equal to their proportionate share determined under a proportionate share agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the exclusive representative to which such employees would otherwise pay such fee. If the affected employees and the exclusive representative are unable to reach an agreement on the matter, an organization shall be chosen from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board.

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

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

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

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

1-8. Bargaining unit employees who are elected or appointed to full-time positions with
the UNION shall be granted leaves of absence without pay for the purpose of accepting those positions. Such leaves shall be granted upon appropriate application by the UNION, but no more than four (4) shall be granted for any one (1) school year.

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

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

1-9. Legislative Partnership. The BOARD and UNION shall identify legislative issues on which they can collaborate and work together to collaborate on them.

ARTICLE 2 - FAIR PRACTICES

2. In accordance with the laws of the United States and the State of Illinois and the established policies and practices of the BOARD and the UNION, there shall be no prohibited discrimination against any bargaining unit member on the basis of race, creed, color, age, sex, national origin, marital status, sexual orientation, mental or physical handicap or disability, or membership or participation in, or association with, the activities of the UNION. The BOARD will continue to ensure that all principals, administrative heads and supervisors will treat all employees with dignity and respect.

2-1. Stewards who participate in the process of resolving complaints in the manner indicated herein shall not be subject to discrimination for such action. No steward shall leave his work or work location or interfere with the work of another employee without first having obtained the express approval of the immediate supervisor.

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

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

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

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

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

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

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

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

The BOARD shall grant all stewards up to twelve (12) hours' excused absence within a twelve- (12-) month period to attend training sessions sponsored by the UNION, provided such training is related to the bargaining unit employees' performance of UNION steward duties. A UNION request for such training will be submitted in writing to the BOARD not less than three (3) weeks prior to the scheduled training session and will set forth the content of the training, its duration and a statement as to the relationship of the training to the steward's performance of his/her duties, as well as a statement that the training is required.

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

2-4. Whenever bargaining unit member(s) are mutually scheduled by the BOARD and the UNION to participate during working hours in conferences, meetings, arbitrations, labor board hearings or negotiations regarding the Collective Bargaining Agreement, or other mutual concerns and interests, they shall suffer no loss in pay.

2-5. The BOARD acknowledges and agrees that the implementation of the Collective Bargaining Agreement necessitates that principals and supervisory BOARD personnel be
familiar with the Collective Bargaining Agreement. Prior to the beginning of the school year, the BOARD and the UNION shall utilize the Labor-Management forum for the purpose of mutually agreeing upon contract provisions and issues related to the Agreement that will be presented to principals and supervisors in the form of training sessions, meetings and/or other communications. Additionally, all principals and supervisors of bargaining unit personnel shall receive an electronic copy of the Collective Bargaining Agreement for the implementation of the contract during the course of the Agreement.

ARTICLE 3
GRIEVANCE PROCEDURE

3-1. Definition: A grievance is a complaint involving a work situation in which a party to or an employee covered by this agreement alleges that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. A grievance does not include a complaint of discrimination covered by the BOARD'S Comprehensive Non-Discrimination Policy. Grievances making those allegations shall be referred to the Equal Opportunity Compliance Office and resolved exclusively through the investigatory processes of that office.

3-2. Union Investigation of Grievances. A principal or head administration shall allow the Union representative a reasonable period of time to investigate grievances. In the event clarification is necessary as to what constitutes reasonable time, the Director of Employee Relations, after consultation with the Union, shall make the final determination. The Union’s President or his or her designee shall be accorded all the rights of the Union in any school. Time allowed shall be confined to investigating grievances that have been brought to the principal’s or head administrator’s attention.

3-3. Adjustment of Grievances – School Level

3-3.1. Informal Resolution. Before he or she files a formal grievance, a grievant should make a sincere attempt to resolve any dispute on an informal basis with the principal or head administrator or their designees. The Union may assist the grievant in seeking an informal resolution if the grievant desires.

3-3.2. Form, Timelines and Consolidation. A grievant or the Union shall file a grievance in writing within thirty (30) work days after the occurrence of the event giving rise to the alleged violation, or within thirty (30) work days from the time the grievant or the Union should reasonably have become aware of the occurrence of the event giving rise to the alleged violation, whichever is later, except, in the case of a salary grievance, the grievant or the Union may file a salary grievance within three calendar years of the date on which the salary grievance arose. The grievant, the Union representative or the Union President shall sign the grievance. The grievance shall describe the violations alleged, including the article and section of this Agreement, and include a brief statement of facts sufficient to inform the principal or head administrator of the specific complaint and desired outcome.

If two or more grievants have the same grievance, the Union may file a joint grievance and process them as a single grievance.
3-3.3. Schedule of Meeting. Upon receipt of a grievance in writing, the principal or the
grievant’s head administrator if the grievant is not assigned to an individual school shall
confer within five work days with the grievant and others involved in the grievance. At this
conference the facts shall be discussed, and an effort shall be made to adjust the matter to the
satisfaction of all concerned.

3-3.4. Meeting Participants. The grievant may be heard personally and may be represented
by the Union President or the Union President’s designee. An assistant principal may
participate in the grievance meeting at the principal’s direction.

3-3.5. Principal or Head Administrator’s Decision. The principal’s or the grievant’s head
administrator if the grievant is not assigned to an individual school shall make a decision and
communicate it and the bases for the decision in writing to the grievant, the Union designee
and the Director of Employee Relations within five work days after the completion of the
conference.

3-3.6. All grievances that are not school-based shall be filed with the Office Employee Relations at the second step.

3-4. Chief Executive Officer’s Review.

3-4.1. Requests for Review. Within fifteen (15) work days after receiving the decision of
the principal or the grievant’s head administrator if the grievant is not assigned to an
individual school, the grievant, through the Union, may appeal to the Chief Executive
Officer through the Director of Employee Relations. Copies of the original grievance, the
appeal and any decision rendered shall be forwarded to the Director of Employee Relations
with the request to review.

3-4.2. Advance-Step Filing. The Union may initiate a grievance at Section 3-4.1 if the
grievance concerns an action that initiated outside of the employee’s school or unit.

3-4.3. Consolidation. The Chief Executive Officer or designee may consolidate grievances
that are the same and process them as a single grievance.

3-4.4. Review Meetings. The Chief Executive Officer or the Director of Employee Relations or his or her designee shall meet within ten (10) work days with the grievant, his or
her Union representative, if any, and the principal or head administrator provided however
that the Chief Executive Officer, Director of Employee Relations or designee shall not be
required to conduct a meeting on grievances that are untimely and in those instances shall so
inform the Union in writing. The Chief Executive Officer or designee will give all
participants two (2) work days’ notice of the time and place of the meeting and may conduct
the meeting via electronic means including, but not limited to, video-, virtual- and tele-
conferencing.

3-4.5. Witnesses at CFO Level Meetings. The Union may present up to two witnesses at a
grievance meeting at the Central Office level. Witnesses shall only be permitted for the
purpose of offering evidence on disputed issues of fact that are raised by the grievance.
They shall not be permitted for the purpose of offering character evidence or damage
evidence. Witnesses may only be present at meetings conducted after school hours or on lunch hours. Witnesses may be present via electronic means including, but not limited to, video-, virtual-, and tele-conferencing. CPS shall not incur any cost related to the presentation of a witness.

3-4.6. CEO or Designee’s Decision. The Chief Executive Officer or the Director of Employee Relations or his or her designee shall make a written decision and communicate the same and the bases for the decision to the parties involved within twenty (20) work days after the meeting.

3-5. Mediation.

3-5.1. Mediation. The Union and the Board shall create a mediation panel for the purpose of attempting to resolve grievances and certain disciplinary matters.

3-5.2. Mediation Panel. The Board and the Union shall create a five-person mediation panel consisting of the following: a mediator selected by the parties and two permanent representatives designated by each party. One of the Board’s representatives shall be a current or a former principal.

3-5.3. Requests for Grievance Mediation. Simultaneously with a demand for arbitration under this Article, the Union may submit a written request for mediation to the Director of Employee Relations. The grievance will proceed to mediation unless the Director of Employee Relations notifies the Union, in writing, within ten work days that the Board does not agree to submit the grievance to mediation.

Within ten (10) work days of receiving the Union’s demand for arbitration of a particular grievance, the Director of Employee Relations may request, in writing, that the grievance be submitted to mediation. Any such grievance will proceed to mediation unless the Union notifies the Director of Employee Relations, in writing, within ten (10) work days that it does not agree to submit the grievance to mediation.

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

3-5.4. Requests for Mediation of Certain Disciplinary Matters. In accordance with Article 10 of this Agreement, the Union may request that disciplinary suspensions of six to thirty days and dismissals be submitted to the mediation process created by the Article within five (5) work days of the issuance of the discipline. The Union may not submit a disciplinary suspension to mediation on behalf of employees who have legal actions pending concerning that disciplinary suspension unless the employee agrees to dismiss the legal proceeding with prejudice. Disciplinary suspensions that are submitted to mediation shall not be served until the conclusion of the mediation.

3-5.5. Mediation Panel Meetings and Authority. The mediation panel shall develop a schedule of standing meetings (which may be monthly or bi-monthly) to mediate grievances and disciplinary suspensions of six to thirty days and dismissals. Prior to each mediation session, the Board and the Union will submit to the mediator all relevant grievance documents for the grievance or grievances or disciplinary suspensions to be addressed at that
session. Additional mediation sessions may be conducted upon request of the Board or the Union on an as needed basis. The mediation panel may hear from grievants, disciplined employees, and principals or head administrators either in person or via electronic means including video conferencing.

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

If the mediation panel representatives cannot mutually agree to a resolution, they may mutually agree to table and further mediate the grievance or disciplinary suspension of six to thirty days or dismissal at a subsequent mediation session. Any grievance agreed to be submitted to mediation and not considered by the mediation panel within sixty (60) work days after the request for mediation will be submitted to arbitration. Any disciplinary suspension of six to thirty days or dismissal submitted to mediation and not considered by the mediation panel within sixty (60) work days after the request for mediation will be submitted for arbitration. Absent a resolution or an agreement to table the grievance, the Union may proceed to arbitration on a grievance. Absent agreement, the mediator will render a final, binding decision regarding disciplinary matters.

3-6. Arbitration of Grievances.

3-6.1. Permanent Panel. The parties shall establish a permanent panel of arbitrators to conduct hearings and to issue final and binding awards on grievances. Arbitrators shall have no jurisdiction to hear disciplinary matters except as specifically set forth in this Agreement.

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

3-6.2. Demand for Arbitration. Within twenty (20) work days after receiving the decision of the Chief Executive Officer or the Director of Employee Relations or his or her designee, pursuant to Articles 3-3 of this Agreement, the Union only may file a demand for arbitration with the Director of Employee Relations. Within fifteen (15) work days thereafter, the parties will mutually agree to an arbitrator for that grievance, selecting from the permanent panel. If the parties cannot mutually agree upon an arbitrator, then the arbitrator shall be selected through a striking process with the Union striking first and then the Board until one arbitrator remains. Within five (5) work days of selection of an arbitrator, the parties will contact the arbitrator directly and notify the arbitrator of his or her appointment, request available hearing dates and mutually agree to a hearing date. At least seven calendar dates before the hearing, the arbitrator shall mail notice of the date, time and place of the hearing to the Board and the Union. The arbitrator for good cause shown may postpone the hearing or extend any period of time upon request of a party or upon his or her own initiative and
shall postpone the hearing or extend any period of time upon mutual agreement of the parties.

3-6.3. Subpoenas in Arbitration. Whenever the Union requests the issuance of subpoenas for the appearance of witnesses at an arbitration hearing, the Union shall immediately forward copies of such requests to the Director of Employee Relations.

3-6.4. Decisions and Awards. Within thirty calendar days after the completion of the hearing, the arbitrator shall render a decision and opinion. The decision shall be final and binding on the parties. The cost of the arbitrator shall be equally shared by the parties.

ARTICLE 4 - SALARIES

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

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

4-1.1. Effective September 1990, employees in the bargaining unit shall be paid on alternate Friday, thirteen days after the end of the pay period. Effective no later than July 1, 2013, the BOARD shall cease its deferred pay program. Effective no later than July 1, 2013, the Board and the UNION shall jointly conduct and implement an employee communication plan to create personalized deferred pay accounts that employees may direct a portion of their wages to savings for use during unpaid break periods.

4-1.2. Effective July 1, 2003, Emergency Control Operators shall be upgraded to Grade 9.

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

4-1.5. The BOARD shall provide longevity pay for Custodial Workers as follows: ten (10) to fifteen (15) years of service fifty cents ($.50) per hour; sixteen (16) to twenty (20) years of service seventy five cents ($.75) per hour; twenty-one (21) years and thereafter one dollar ($1.00) per hour.

4-1.6. Whenever the extracurricular activity being performed in a school by a bargaining unit employee is discontinued, the bargaining unit employee shall be paid on a prorated basis for time worked.

4-2. Overtime

4-2.1. Effective April 15, 1986, all salaries paid for overtime services rendered by all members of the bargaining unit shall be in conformity with the annual salary schedules adopted by the BOARD.
4-2.2. Factor custodian workers shall be entitled to the fluctuating rate of pay (half time pursuant to F.L.S.A.) for hours worked on a daily basis in excess of eight (8) up to and including their regularly scheduled factor one (1) through five (5) hours. Any hours worked which exceed the regularly schedule factor on any given day shall be paid at the rate of time and one half.

4-2.3. The overtime rate for all custodial workers and any other bargaining unit member shall be time and one-half for all hours worked over forty (40) in a work week.

4-2.4. To the extent practicable, CPS custodians shall be given preference for overtime opportunities over private custodians. In any event, CPS custodians shall be eligible for overtime opportunities on the same basis as private custodians. All overtime must be preapproved.

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

4-2.6. Overtime opportunities shall be made available to employees within a school and within a specific job classification as equitably as possible and rotated on the basis of efficiency ratings and seniority. The least senior employees may be required to work overtime if a sufficient number of senior employees choose not to work.

4-2.7. Prior approval by the principal, or his designee or applicable unit head, is required before any overtime may be worked.

4-2.8. If employee is working in an after-school activity in his regular job classification, the employee will be paid at the appropriate overtime rate for his/her job classification. If employee is working in an after-school activity in a new job classification different than his/her regular job classification, the employee will be paid at the rate for the new job classification.

4-2.9. Bucket numbers shall be opened at the beginning of each school year for those School Bus Aides or any other bargaining unit member whose work commences at the start of the school year. All other bucket numbers shall be opened and funded in a timely manner.

4-2.10. Security Overtime Distribution for Events Hosted by Central Administration. The Department of Safety and Security is responsible for providing security staffing for events that are hosted by Central Administration. Such staffing may require extra work by security officers. The Department of Safety and Security will hire a Cadre of security officers based on merit to staff those events. Initial hiring will be done after a public posting of the positions. Assignments of extra work within the Cadre will be done on an equitable basis with offers rotated among the entire Cadre as much as feasible.

4-3. WAGES.
(a) BOMA-Chicago Increases. Employees who are subject to the Building Owners Management Association of Chicago (BOMA-Chicago) wage rates shall receive the
BOMA-Chicago wage increases at the times and dates set forth in the BOMA-Chicago Agreement (a copy of which will be attached when available).

(b) General Wage Increases for All Other Bargaining Unit Members. All other members of the bargaining unit shall receive a two percent (2%) pay increase to their base salary or wage as set forth in Appendix A, on July 1, 2015, July 1, 2016, and July 1, 2017.

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.

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

4-5. Effective July 1, 2004, bargaining unit employees in the classifications of Parent Worker - School Security Aide, Parent Worker - Bus Monitor, Parent Worker - School Security Officer, Parent Worker - Child Welfare Attendant, Parent Worker - SECA, and Parent Worker - Other shall be paid an hourly rate which is equal to 75% of the Step 1 hourly rate for the corresponding full-time classification.

4-6. The BOARD shall provide an explanation of a payroll adjustment or change on the electronic paycheck advice on which said adjustment or change takes place. After being notified by the bargaining unit member of a payroll error, the BOARD shall correct said error immediately. The BOARD shall show step placement on each paycheck by January 2004.

4-7. If the BOARD requires an employee to attend a meeting related to the employee’s bargaining unit classification, the employee shall be compensated at his appropriate rate for attendance at such meeting.

ARTICLE 5 - SCHEDULING & BENEFITS

5. Except as provided in Article 1-1.3, regularly appointed Educational Support Personnel who are members of the bargaining unit shall receive the same benefits in the areas of sick days (proportionate to their work year), personal business days, funeral days, insurance coverage, vacation, court attendance, jury duty, and leaves of absence as other
Regularly Appointed Educational Support Personnel serving in schools.

5-1. Except as provided in Article 1-1.3, regularly Appointed Educational Support Personnel employees promoted to positions within the bargaining unit shall continue to receive the same benefits except sick days, which are proportionate to their work year. Any changes in the benefits enumerated herein will be negotiated with the UNION, provided that any such proposed change must be applicable to all employees of the BOARD.

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

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

5-4. Where the BOARD declares a twelve (12) month school year for any or all attendance centers, all employees hired on less than a twelve (12) month basis shall work the full twelve (12) month calendar. Compensation for effected employees shall be adjusted on a pro rata basis. Bargaining unit members assigned to schools that are in session year round shall be eligible for vacation during the school year.

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

5-6. Vacation time shall be granted to bargaining-unit employees desiring to attend conventions and/or meetings concerning internal UNION matters, so long as the principal agrees to accommodate the absence in scheduling.

5-7. The BOARD agrees to continue pension pickup as per past practice during the term of this Agreement.

5-8. All time an employee spends in any meeting, at the direction of the BOARD, shall be paid for time spent at said meeting.

5-9. If a Lead Custodian, Factor Custodian, or Custodian is required to open a building as part of his/her regular duties, the principal or supervisor shall meet with the employee and determine a reasonable amount of time required to perform such duties. The parties agree that Lead Custodians, Factor Custodians, or Custodians shall not have their regular hours reduced solely as a result of performing duties related to opening buildings.

5-10. Principals will be directed to provide two fifteen (15) minute paid breaks per work
day for full-time employees. Breaks and lunch will be scheduled by principal in writing. Bargaining unit members entitled to fifteen (15) minute breaks shall be compensated with an equivalent amount of duty free break time. Bargaining unit members who are required to work through his/her lunch, shall be paid for the time worked at his/her regular rate of pay.

5-11. Lead custodians and custodians, will have a half hour unpaid lunch period during which they will not be required or expected to work, except in emergencies. If a lead custodian or custodian, is required to work through one or both of their two 15-minute paid breaks, they shall receive compensatory duty-free break time. If a lead custodian or custodian, is required to work through his/her lunch, s/he shall be paid for the time worked at their regular rate of pay.

5-12. Effective at the beginning of the 2007-08 school year, the length of the work day for School Bus Aides and Sub School Bus Aides shall be a minimum of six (6) hours, provided that the work day includes a mid-day route. A 6-hour paired route is 4 runs: 2 runs for 2 schools in the morning not riding at the same time, and 2 runs for 2 schools in the afternoon not riding at the same time. A 5-hour split paired route is 2 schools with 2 separate pick-ups either in the morning or in the afternoon. A 4-hour shared route is 2 runs: 1 in the morning and 1 in the afternoon, where students from different schools are on the same run. A 4-hour single route is 2 runs: 1 in the morning and 1 in the afternoon.

5-13. Transfer Policy. The BOARD shall consult with the Union in creating policies and procedures concerning the transfer of employees who are assigned to central locations, which shall include a requirement of fourteen (14) calendar day notices for involuntary transfers.

   a. To the extent that operational needs permit, the BOARD shall endeavor to stabilize Bus Aide route assignments from year to year.
   b. In the event that a Bus Aide is removed from a mid-day route, the BOARD shall advise the Bus Aide of the reason for the removal. To the extent that the reason is based on the conduct, demeanor or work of the Bus Aide, the BOARD shall give the Bus Aide an opportunity to respond and convince the BOARD to take a different course of action.
   c. A committee shall be established to examine issues associated with school bus aides who are required to board buses outside the City of Chicago.

ARTICLE 6 - GENERAL PROVISIONS

6. This Agreement shall be reproduced by the UNION with the cost to be shared by the UNION and BOARD. The delivery of the Agreement shall be completed as soon as possible but no later than ninety (90) days of the signing of the Agreement by the appropriate signatories. The parties agree that the cost sharing provision in this section is limited to no more than 5500 copies of the Agreement.
6-1. The BOARD will continue to provide safety training and include asbestos management in-service programs as part of safety training.

6-2. Notice of BOARD sponsored educational and/or job training programs applicable to members of the bargaining unit shall be posted in each department or school.

6-3. It is agreed and understood that for safety and security reasons, the principal will designate a least one (1) working telephone for use by employees covered by this Agreement who may be required to work after normal and regular school hours.

6-4. So that educational programs may operate successfully, notwithstanding any other provision in this Agreement to the contrary, it is understood that each attendance center, and all employees covered by this Agreement, shall be subject to the general supervision of the principal.

6-4.1. The term "general supervision" as used herein refers to the main or overall features of the operation of the building but shall not apply to the specific manner and method of accomplishment of the duties of the personnel covered by this Agreement.

6-5. It is agreed that the parties will continue their Labor-Management Committee composed of representatives of the BOARD and the UNION, which Committee will meet from time to time during the term of the Agreement. The purpose of the Committee is to deal with concerns and/or topics of mutual interest to the parties. In addition, the parties agree to continue their discussions regarding modifications to the Employee Discipline Code and Discipline and Discharge provisions contained in the Agreement.

6-6. The Union shall be a part of the process of restructuring the evaluation process for its bargaining unit members.

6-7. The Union shall be a part of the process of restructuring security assignments across schools.

6-8. Job Descriptions

6-8.1. When an employee's duties and responsibilities change, he/she shall receive an addendum to, or a re-description of, the initial job description. The BOARD may utilize the services of the UNION Steward in conjunction with the immediate supervisor to assure that bargaining-unit employees receive copies of job descriptions and changes. After the job descriptions are completed, each employee in any pay status will receive a copy of his/her job description. New hires will also receive copies of their job descriptions.

6-8.2. Job descriptions for all bargaining-unit members may be reviewed at least once every three (3) years or at a time of a significant change in the duties and responsibilities.

6-8.3. The phrase "related work as required" as used in job descriptions means duties
related to the basic job. This phrase will not be used to regularly assign work to any 
bargaining-unit employee which is not reasonably related to the bargaining-unit employee's 
job description.

6-8.4. To the extent job descriptions exist and are current and are not subject to the 
reclassification process, the BOARD will make every effort to promptly tender them to the 
UNION.

6-8.5. When uniforms which are unique to a position are required as a condition of 
employment, the cost of these uniforms will be borne by the BOARD.

6-8.6. Departments and Schools may establish dress codes for employees in the 
bargaining unit that require professional attire. The Union acknowledges that such 
codes have been established for Bus Aides, Security Personnel, and Custodians. The 
BOARD will discuss with the Union any dress codes or any changes to existing dress 
codes that will be established in the future.

6-9. The BOARD shall not require bargaining-unit employees to work in a higher paid job 
classification for an unreasonable amount of time without receipt of appropriate 
compensation for such work. During the term of this Agreement, the BOARD shall not have 
non-bargaining unit employees perform work of bargaining unit employees in any 
significant amounts.

6-9.1. If, for any reason, bargaining-unit employees are directed or permitted to perform 
work in a higher paid classification for more than an insubstantial amount of time, the 
bargaining-unit employees shall be paid the higher rate until such time that they are returned 
to their regular duties. An example of substantial time is a person who works out of 
classification sixty (60) minutes a day for five (5) days.

6-10. All vacancies shall be filled by the principal or unit administrator. When there is an 
opening for a daytime custodial position, another custodial position, or a security position, 
the newly opened position shall be awarded based upon seniority, efficiency rating, and 
where applicable, recent disciplinary and attendance records where such records demonstrate 
a change since the time of the efficiency rating. When all factors are equal, the most senior 
bargaining unit member shall be selected for the newly opened position.

6-11. The BOARD and the UNION agree to form a Committee composed of equal representatives 
to research and formulate recommendations to the parties on the following topics: "career ladder" 
opportunities designed to facilitate the ability of bargaining unit employees to attain positions in 
higher rated classifications, and training opportunities in new technologies required to perform 
designated job responsibilities.

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

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

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

6-15. Subject to state and federal privacy laws, SECAs and SBAs shall be advised of information contained in a student's IEP that is necessary for the SBSA or SBA to meet the needs of the student in the performance of his/her job duties. Any disputes over a SBSA's or SBA's entitlement to such information shall be resolved by the Principal.

6-16. On 24 hours' notice to the principal of the school, the UNION shall have the right to schedule meetings in the building before or after regular duty hours and during lunch time of bargaining unit members involved in matters concerning their employment, the provisions of this Agreement, and for the conduct of UNION business, provided said meeting does not interfere with school events or activities previously scheduled prior to the 24-hour notification given to the principal by the UNION. Where such meetings are held outside of the operating hours of that school, the UNION shall pay the additional costs.

6-17. Performance Evaluation Guidelines. The parties agree that the BOARD shall follow its ESP Performance Evaluation Guidelines as customized for various employees within the bargaining unit, as it was promulgated on August 1, 2014, and as it may be amended from time to time hereafter. Employees who are rated unsatisfactory shall be afforded the remediation opportunity provided in the plan.

6-18. Members of the bargaining unit with children enrolled in the Chicago Public Schools shall be provided two hours of excused time to participate in their child's report card pickup without penalty or loss of benefits. Bargaining unit members shall be responsible for notifying the principal or unit administrator at least two days in advance prior to the date of report pickup.

6-19. Effective with the summer school term in June or July 2016, in schools that have summer programs where the number of applicants exceeds the number of positions available in a given job title, preference shall be given to applicants who have not worked the two summer sessions immediately preceding the summer session (e.g., for summer school 2016, the employees who did not work in summer school 2015 and 2014 will have the preference). Beginning with the summer session 2016, performance evaluations and disciplinary suspensions during the 12 months immediately preceding the assignment may be considered in determining selection for a summer school assignment.

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

6-21. The Chief Executive Officer or designee shall meet upon request at a mutually agreeable time with the President of the Union and/or the President's designee to discuss matters relating to the implementation of this Agreement, policies and other subjects of interest concerning advancing the quality of the educational process at CPS.

6-22. The Board will provide a safe and healthy work environment for all bargaining unit members. When the contrary exists, the Board will investigate the condition and, when appropriate, take steps to address the situation.

6-23. During the term of the Agreement, the BOARD will develop a written policy and/or guidelines on the use of reasonable force for employees (in particular Security personnel and Special Ed. personnel) when interacting with students or others that are exhibiting inappropriate violent or uncontrollable behavior. Upon formulating this language the Board will provide the policy and procedure language to the Union for review and discussion before implementation. Additionally the Board will provide professional training for those employees whose job duties are in an environment where reasonable force may be necessary.

6-24. When a full-time position becomes available in a school to which a Parent Worker is assigned and such position is in the Parent Worker’s job title, he/she may apply and be interviewed for that position.

6-25. The BOARD and the principal reserve the right to assign, in their sole discretion, Regularly Appointed Security Officers and Senior Security Officers based on the needs of the particular school program.

6-26. Employees transferring for any reason from one bargaining unit classification to another will not be required to serve an additional probationary period. The probationary period is one calendar year of service with the Board. Employees’ time spent in a substitute position does not count toward the probationary period.

6-27. The UNION acknowledges that the Board currently uses vendors to provide some custodial and bus aide services. Nothing in the agreement shall be construed to prohibit that. The BOARD will not supplant any of the 825 custodial employees that the BOARD has committed to employ in this agreement. Additionally, the BOARD shall not privatize or contract with a vendor for services that will result in the layoff of employees in the job titles of Bilingual SECA I, Bilingual SECA II, SECA I, or SECA II. The BOARD represents that it does not have a present intention to privatize other bargaining unit titles. However, in the event the BOARD decides to use vendors that will result in layoffs of other bargaining unit employees, the BOARD will provide the UNION at least 90 days advance notice, afford the UNION an opportunity to propose an alternative that minimizes loss of bargaining unit positions but achieves the BOARD’s objectives. In the event that no acceptable alternative agreement is reached,
the BOARD and the UNION shall bargain over the effects and impact of any layoffs that may result from the BOARD's final decision.

6-28. The Child Welfare Attendant ("CWA") job title classification is closed on the effective date of this Agreement.

6-29. Professional Development Days for School Based and Region Office Bargaining Unit Employees. Commencing in the 1999-2000 school year and thereafter, professional development days shall be established by the BOARD, as provided for in Appendix G, for the purposes of staff development, meetings, conferences and other activities as determined at the local school and region office. It is agreed and understood that the BOARD shall establish staff development for all SEIU Local 73 bargaining unit members, not excluding any titles from Professional Development participation.

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

6-30. SECA Professional Development Committee. The BOARD and the UNION will establish a Joint Committee on Professional Development for Special Education Classroom Assistants. The Committee shall consist of up to 5 SECAs and up to 5 BOARD representatives. The Committee shall meet to get input from SECAs regarding their professional development needs and the scheduling, timing and frequency of professional development for SECAs and to coordinate local and central professional development activities. The goal of the Committee shall be to establish a professional development schedule for each school year and to investigate how to coordinate central and local professional development offerings.

6-31. Climate Team and Senior Climate Team. The Climate Team position is a promotion from school security officer. On the effective date of this Agreement, all Climate Team Officers and Senior Climate Team Officers shall be transitioned to the Security Officer Salary Schedule in the contract on the step that most closely corresponds to their rate of pay on July 1, 2015. No Climate Team Officer of Senior Climate Team Officer shall experience a reduction in pay as a result of their inclusion on the Senior Security Officer Salary Schedule.

ARTICLE 7 – LAYOFF/RECALL

7. The layoff and recall of Regularly Appointed Educational Support Personnel who are members of the bargaining unit shall be administered in accordance with the BOARD's ESP Layoff Policy.

7-1. For employees on leaves of absence, paid or unpaid for up to three (3) months, such
absence shall not be construed as a break in "continuous service" as defined by this Agreement and/or any applicable BOARD rule. The provisions of the Family and Medical Leave Act shall govern the accrual of seniority, as applicable, during leaves of absence.

7-1.1. The names of laid off Regularly Appointed Educational Support Personnel who are members of the bargaining unit shall be placed on appropriate layoff lists.

7-2. It is agreed and understood that, except in the case of a resignation, all continuous time spent working by a probationary employee pursuant to an appointment from an eligibility list, or reappointment as the case may be, shall be counted toward the completion of the probationary period.

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

7-2.2. Where bargaining unit employees have the same seniority date, such ties for the above stated list shall be ranked in favor of:
   a) The employees appointed with the same seniority dates shall be adjusted in favor of the employee serving in such bargaining unit classification the longer calendar period.
   b) If provision a) results in a tie, then the dates shall be adjusted in favor of the employee serving in any employer classification the longer calendar period.
   c) If provision b) results in a tie, then the dates shall be adjusted in favor of the employee whose last four (4) numbers of his or her social security number is the greater;

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

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

7-2.5. Every thirty (30) days, the employer will provide the UNION with an electronic report of all vacancies, opening and filling of bargaining unit positions and the classification, location, and name of the person filling the vacancy or open position.
7-2.6. Bumping rights are governed by the BOARD Policy on ESP layoffs.

7-3. In the event a principal or unit administrator reopening any bargaining unit position within ten (10) months of closing the position, the principal or unit administrator shall first offer the position to the employee who previously held the position at the school.

7-4. When there is an impending layoff with respect to any employee in the bargaining unit, the BOARD shall notify the UNION and the employee(s) effected no later than fourteen (14) days prior to such layoff. The BOARD shall provide to the UNION the names of all employees to be laid off prior to the layoff.

7-5. 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:

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:

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

2. Employees rated unsatisfactory (i.e., below 1.9 points on current system) in their most recent performance rating and, if more than one such employee, then from among those employees, the employee(s) who has the most disciplinary suspension days within the last two years, or, if equal, then by seniority among those employees.

3. Employees rated developing (i.e., 2.0-2.6 points on the current evaluation system) in their most recent performance rating and, if more than one such employee, then from among those employees, the employee(s) who as the most disciplinary suspension days within the last two years, or, if equal, then by seniority among those employees.

4. Employees rated better than proficient or its equivalent (i.e., 2.7-3.4 or more points on the current evaluation system) in their most recent performance rating and, if more than one such employee, then from among those employees, the employee(s) who has the most disciplinary suspension days within the last two years, or, if equal, 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.

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

   a) Not to strike, not to picket in any manner which would tend to disrupt the operation of any public school in the City of Chicago or of the administrative office of the BOARD.
   b) Should negotiations fail to resolve differences, that the decision of the BOARD shall be final.

8-1. In the event of an unauthorized strike, slow-down, or stoppage, the BOARD agrees that there will be no liability on the part of the UNION-provided the UNION promptly and publicly disavows such unauthorized strike, orders the members of the bargaining unit to return to work and attempts to bring about a prompt resumption of normal operations, and provided further that the UNION notifies the Chief Executive Officer, in writing, registered mail, return receipt requested, within forty-eight (48) hours after notice of the commencement of such strike, slow-down or stoppage, what measures it has taken to comply with the provisions of this Article.

8-2. No members of the bargaining unit shall engage in, encourage, or support any strike, picketing, slow-down or concerted refusal to render full and complete services to the school system.

8-3. The BOARD and the UNION agree that no employee of the BOARD shall be punished or rewarded, harassed or be discriminated against in any manner because of his participation or lack of participation in activities relating to work stoppage (strike). Nothing herein shall preclude the right of the UNION from implementing UNION policy as to members.

ARTICLE 9 - REPRESENTATION

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

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

**ARTICLE 10 - DISCIPLINE AND DISCHARGE**

10. The policy governing employee discipline is set forth in Section 500A.1 of the Chicago Public Schools Policy Manual (Employee Discipline and Due Process Policy). The BOARD shall **not discipline or dismiss employees who have completed their one year probationary period except for just cause, in accordance with the procedures of the applicable BOARD Policy and Guidelines on employee discipline and dismissal.**

10-1. If discipline is contemplated, members of the bargaining unit shall be afforded a conference to discuss the incident(s) that gave rise to the contemplated discipline. The bargaining unit member and the UNION shall be given written notice three (3) working days prior to the scheduled conference date. Said notice shall state (1) that the conference may result in disciplinary action and shall describe the type of discipline to be considered; (2) the alleged misconduct which led to the scheduling of the conference; and (3) the time, date and place of the conference. The UNION shall be present at the conference. The bargaining unit member has the right to refuse representation at the conference. The BOARD shall be responsible for notifying the UNION. The conference shall be conducted by the Chief Executive Officer or his/her designee within the administrative staff of the Chief Executive Officer.

10-2. The principal or head administrator shall submit a written decision to the employee as to whether the specific act of misconduct occurred and what level of discipline if any is appropriate. If discipline is imposed, the principal or head administrator shall issue his or her decision on the appropriate Notice of Disciplinary Action form.

10-3. For suspensions of five or fewer days. Within five days of receiving the Notice of Disciplinary Action form, an employee who is suspended for five or fewer days shall have the right to appeal the suspension by filing a written request for a “paper review” with the Director of Employee Relations. The employee shall be entitled only to the “paper review” currently set forth in the policy, regardless of whether a cautionary notice was issued or progressive discipline was employed.

10-4. For suspensions over five days. Within five days of receiving the Notice of Disciplinary Action form, an employee who is suspended for over five days shall have the right to appeal the discipline to grievance mediation as provided in Article 3 of the successor agreement.

10-5. Right to Representation. A bargaining unit employee who is summoned by the Board or Chief Executive Officer or his or her designee for formal action which could be adverse shall be given advance notification as to the subject of the conference and shall have the option of having a Union representative present at such conference to represent the
bargaining unit employee. The Board of Chief Executive Officer or his or her designee shall notify the Union of the conference.

10-6. Disciplinary Files. The Board shall remove records of disciplinary action from employees’ personnel files one year after the conclusion of disciplinary action.

10-7. A member who is discharged has the right to file a grievance and appeal the grievance to arbitration in accordance with the grievance and arbitration procedure set forth in Article 3.

10-8. Notwithstanding the Employee Discipline and Due Process Policy, the Office of Employee Relations shall suspend a member, without pay, for not more than forty-five (45) work days, pending the outcome of a dismissal hearing, only in cases where the misconduct is in violation of the Board’s drug/alcohol policy, any of the enumerated offenses as defined in the Illinois School Code, sexual misconduct, severe physical abuse, or other egregious violations. The employee shall be entitled to back pay if the employee is not discharged. If a determination has not been made within forty-five (45) work days as to whether the employee should be discharged, then the employee will start receiving pay, and will be eligible for all benefits normally available during periods of active employment.

ARTICLE 11 - INSURANCE

11. Creation of Health Care Plan and Employee Benefits Handbook. The Board shall create a health care plan (“Plan”) that provides eligible employees the option to purchase health insurance coverage for themselves and their eligible dependents. The Plan shall be set forth in an employee benefits handbook, which shall govern the Plan’s operations, establish the terms and conditions of enrollment and provide for dispute resolution. The handbook shall exclusively govern the terms and conditions of the Plan, and the Plan’s dispute resolution procedure shall be used exclusively to resolve disputes between the Board and its covered employees and their dependents.

11-1. Enrollment. The Board will offer eligible employees the opportunity to enroll in the plan within thirty-one (31) days of hire and at annual open enrollment. Dependents may be added or deleted from coverage at open enrollment or at other times in accordance with the Health Plan. Dependents may include: the eligible employee’s spouse, civil union partner, or domestic partner, and up to the maximum age required by law, the eligible employee’s children and adopted, step and foster children.

11-2. Plan Components. The Plan shall include medical coverage, including prescription drug coverage, and shall provide eligible employees different options in choice of plans; dental insurance coverage; and vision insurance. The Board may offer these options through insured arrangements or on a self-insured basis through a third party administrator. The Board shall select plan providers and third party administrators through Board procurement processes.

1 In order to be eligible for health insurance coverage, an employee must work four or more hours per day.
11-3. Employee Health Care Contributions.

(a) Medical Coverage. Contributions to health care for active eligible employees and eligible employees on an approved leave of absence under the Family and Medical Leave Act shall vary by plan and by Single, Single plus 1, or Family Coverage. Contributions shall be a percentage of base salary that shall be deducted from employees' pay on a per pay period basis, and shall not exceed the following:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Coverage</td>
<td>3.7%</td>
</tr>
<tr>
<td>Couple Coverage</td>
<td>4.0%</td>
</tr>
<tr>
<td>Family Coverage</td>
<td>5.0%</td>
</tr>
</tbody>
</table>

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

(b) Dental Coverage. The Board shall provide a basic, single coverage dental plan to eligible employees at no cost to the employee. Eligible employees may elect other dental coverage including Single plus 1 or Family Coverage and shall pay a contribution toward that coverage, which shall be determined by the Board on an annual basis. The Board shall deduct contributions from eligible employees' pay on a per pay period basis.

(c) Vision Coverage. The Board shall continue to provide active eligible employees and their covered dependents basic vision coverage at no charge. Eligible employees may elect an enhanced vision coverage which includes coverage for replacement contact lenses every 12 months and eyeglass frames every 24 months. Eligible employees shall contribute on a per pay period basis to enhanced vision coverage at rates established by the Board annually.

11-3.1 Bargaining unit employees in the classifications of Parent Worker - School Security Aide, Parent Worker - Bus Monitor, Parent Worker - School Security Officer, Parent Worker - SECA, and Parent Worker – Other, shall be eligible for medical insurance coverage after successful completion of their one-year probationary period. In determining whether an employee has completed his/her probationary period for purposes of this Article, the employee shall receive credit for service as a "parent worker" prior to July 1, 2004.

11-4. Wellness Program.

11-4.1. Creation of Program and Employee Benefits Handbook. The Board shall create a Wellness Program as a feature of its Health Care Benefits for eligible employees and their covered spouses, civil union partners or domestic partners (collectively "covered individuals"). The Wellness Program shall be set forth in the Employee Benefits Handbook, which shall govern its operations, the terms and conditions of enrollment, opt-out elections and involuntary exclusions from the program. The Employee Benefits Handbook shall govern the terms and conditions of the program exclusively and its dispute resolution
procedures shall be used exclusively to resolve disputes between the Board and covered individuals.

11-4.2. Enrollment. All covered individuals who enroll in the Board’s Health Care Benefit Plan Employees must opt-in to the Wellness Program; an employee who fails to opt-in will pay the contribution differential described in Article 11-4.5. The Board shall develop procedures for individuals to opt-in to the Wellness Program.

11-4.3. Elements of Wellness Program. The Wellness Program will:

(a) provide annual and periodic health risk questionnaire(s) and biometric assessments for covered individuals by a medical professional;

(b) create a wellness plan for covered individuals;

(c) require that covered individuals participate in wellness activities to the extent required by the wellness plan, including but not limited to smoking cessation, weight loss, nutrition, exercise and disease management (diabetes management, COPD management, etc.);

11-4.4. Removal from Wellness Program for Failure to Participate in Wellness Plan to Reduce Health Risk Factors. The Board may remove a covered individual from the Wellness Program after ninety (90) calendar days of non-participation in the Wellness Program and charge the contribution differential as set forth in Section 11-4.5. Disputes regarding participation will be resolved through the dispute resolution procedures set forth in the Employee Benefits Handbook.

11-4.5. Contribution Differential. Differential for Opt-Out by or Removal of Covered individuals from the Wellness Program. Employees will pay a $600.00 per year contribution differential for each covered individual who fails to opt-in, opts out of the Wellness Program, or who is removed from the Wellness Program for failure to participate in wellness activities, prorated to a per pay period basis.

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.

11-6. Flexible Spending Accounts. The Board shall offer medical and dependent care flexible spending accounts whereby employees may contribute pre-tax wages to be withdrawn to pay for or reimburse the employee for payments made for eligible medical and dependent care expenses incurred during a defined calendar year. Employees forfeit contributions that are unused and/or unclaimed during the period for which they were
contributed. The maximum contribution to a medical flexible spending account will be $2,500.00 during any calendar year. The maximum contribution to a dependent care flexible spending account shall be $5,000.00 during any calendar year.

11-7. Life Insurance. The Board shall provide each bargaining employee a term life insurance policy of $25,000 at no cost to the employee. The Board shall provide employees options to purchase additional coverage on his or her life equal to 1, 2, 3 or 4 times the employee’s base salary. The Board shall also provide employees the option to purchase life insurance with a value of up to $50,000 on the life of a spouse or up to $10,000 on the life of a dependent child. Rates for additional coverage shall be determined by the life insurance provider.

11-8. 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.

11-9. Qualified domestic partners of bargaining unit members are entitled to the same medical and dental benefits as are available to the spouses of bargaining unit members.

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

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

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

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

ARTICLE 12 - LEAVES

12-1. Vacation Days - Employees in Positions Scheduled to Work 52 Weeks a Year.

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:

<table>
<thead>
<tr>
<th>Years of Service Accrual</th>
<th>Accrual Rate</th>
<th>Yearly Accrual</th>
<th>Maximum on July 1, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employees with 0 – 10 years of service</td>
<td>.58 vacation days per pay period</td>
<td>15 days</td>
<td>20 days</td>
</tr>
<tr>
<td>11 – 20 years of service</td>
<td>.77 vacation days per pay period</td>
<td>20 days</td>
<td>25 days</td>
</tr>
<tr>
<td>21 or more years of service</td>
<td>.97 vacation days per pay period</td>
<td>25 days</td>
<td>30 days</td>
</tr>
</tbody>
</table>

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.

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

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

For all other 52-week employees, effective July 1, 2015, vacation accrual rates and maximum accumulations shall be as follows:

<table>
<thead>
<tr>
<th>Company Seniority Years</th>
<th>Rate of Accrual Per Year</th>
<th>Rate of Accrual Per Pay Period</th>
<th>Maximum Accumulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>During 1st year</td>
<td>5 days</td>
<td>0.1923 days</td>
<td>NA</td>
</tr>
<tr>
<td>During 2nd year through 5th year</td>
<td>10 days</td>
<td>0.3846 days</td>
<td>15 days</td>
</tr>
<tr>
<td>During 6th year</td>
<td>11 days</td>
<td>0.4230 days</td>
<td>16 days</td>
</tr>
</tbody>
</table>

33
<table>
<thead>
<tr>
<th></th>
<th>12 days</th>
<th>0.4615 days</th>
<th>17 days</th>
</tr>
</thead>
<tbody>
<tr>
<td>During 7th year</td>
<td>13 days</td>
<td>0.5000 days</td>
<td>18 days</td>
</tr>
<tr>
<td>During 8th year</td>
<td>14 days</td>
<td>0.5385 days</td>
<td>19 days</td>
</tr>
<tr>
<td>During 9th year</td>
<td>15 days</td>
<td>0.5769 days</td>
<td>20 days</td>
</tr>
<tr>
<td>During 10th to 18th year</td>
<td>20 days</td>
<td>0.7692 days</td>
<td>25 days</td>
</tr>
<tr>
<td>During 19th year and thereafter</td>
<td>20 days</td>
<td>0.7692 days</td>
<td>25 days</td>
</tr>
</tbody>
</table>

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.

12-1.2. Custodians or 52 week employees shall be permitted to use vacation earned during their anniversary year. Subject to operational needs, the Principal or designee shall approve an employee's use of earned vacation. If the Principal's decision to deny an employee's use of earned vacation will result in the loss of vacation because the employee is at his maximum accumulation, the Principal shall approve the employee's use of earned vacation.

12-2. Vacation Days - Non-52 Week Employees Paid on an Hourly Basis. Eligible employees who work less than 52 weeks a year shall continue to have paid and unpaid vacations as designated in the CPS academic calendar as adopted annually by the BOARD (one paid week during Winter Intercession with the remainder of Winter Intercession unpaid and one paid week at Spring Intercession). These employees do not accrue or accumulate paid vacation time. Vacation pay shall be computed on the basis of the following formula:

<table>
<thead>
<tr>
<th>Number of Days on Payroll from April through November</th>
<th>Days of Vacation Pay for Each Recess</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-10</td>
<td>0</td>
</tr>
<tr>
<td>11-20</td>
<td>1</td>
</tr>
<tr>
<td>2140</td>
<td>2</td>
</tr>
<tr>
<td>41-60</td>
<td>3</td>
</tr>
<tr>
<td>61-80</td>
<td>4</td>
</tr>
<tr>
<td>81 or More</td>
<td>5</td>
</tr>
</tbody>
</table>

12-3. Holidays. The BOARD shall establish holidays that will be observed on an annual basis at the time it adopts the academic calendar. Holidays that fall on Sunday will be observed on
Monday. Holidays that fall on Saturday shall not be observed.

12-3.1. A bargaining unit member shall be eligible for the paid holiday, provided he/she is paid for either the day before or the day after such a holiday.

Sick and Personal Benefit Leave.

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. 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.

12-4.1. Transfer of Sick Days.
Donation of Sick Days. Employees may donate up to ten (10) sick days from their sick day banks to another employee who is suffering from a serious medical condition and who is on an approved leave of absence, provided that the employee has the same or a lower base salary. An employee receiving a donation of sick days may not receive more than forty-five (45) days of sick leave in the aggregate from donor-employees and may only receive a donation once during his or her employment by the BOARD.

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

12-4.2. Unused Sick Day Benefit Banks Earned Prior to July 1, 2012. Bargaining unit employees shall retain any bank of unused sick days that the bargaining unit employee accumulated prior to July 1, 2012 in a “retained sick day bank.” Employees may use days from their retained bank at their own election during a short-term disability leave as set forth below. Up to 325 retained sick days earned from CPS employment prior to July 1, 2012 and left unused in the retained sick day bank at the employee’s resignation, retirement or death shall be paid out at the employee’s rate of pay at the time of the employee’s separation based on the following qualifying events and in the following percentages:

<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>
</tbody>
</table>
### Table: Qualifying Event vs. Percentage of Accumulated Sick Leave To Be Paid Out

<table>
<thead>
<tr>
<th>Qualifying Event</th>
<th>Percentage of Accumulated Sick Leave To Be Paid Out</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee’s Death</td>
<td>100%</td>
</tr>
</tbody>
</table>

12-5. **Short-Term Disability and Paid Maternity Leave Benefits.** The BOARD shall establish a short-term disability and paid maternity leave policy for eligible employees. The short-term disability policy shall provide disability benefits for employee illness in excess of ten consecutive sick days (including maternity leave days), or **seven general use days, as applicable**, as follows: (a) one hundred percent (100%) of the employee’s regular full-time pay for the first thirty (30) calendar days of the employee’s disability and/or maternity leave; (b) eighty percent (80%) of the employee’s regular full-time pay for calendar days thirty-one (31) through sixty (60) of the employee’s disability and/or maternity leave; and, (c) sixty-percent (60%) of the employee’s regular pay for calendar days sixty-one (61) through ninety (90) of the employee’s disability and/or maternity leave.

12-5.1. **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, or **seven (7) general use days, as applicable**, other than those in their retained sick leave benefit bank;

d. they have submitted a qualifying medical certification of their disability or maternity; and,

e. they are not receiving workers compensation, victims of violence benefit or long-term disability benefits for the disability.

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

12-5.2. **Employee Benefits During Paid Short-Term Disability Leave.** Employees on short-term disability leave may continue their employee benefits (health, dental, life, 403(b), etc.) on the same terms as if they were actively employed. Deductions shall be made from short-term disability payments for those benefits.

12-5.3. **Coordination with FMLA and Supplemental FMLA Leaves of Absence.** Short-term disability leaves and any period of sick leave use immediately preceding the short-term disability leave period run in parallel with qualifying FMLA leaves of absence. Time spent on a short-term disability leave of absence shall count toward the maximum number of days or weeks of FMLA or Supplemental FMLA leaves of absence.

12-5.4. **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.
12-5.5. In the case of absences for illness in excess of three consecutive days, a certificate from a physician, or if the treatment is by prayer or spiritual means, from the advisor or practitioner of such employee's faith, shall be required as a basis of pay during such leave. In any instance when a supervisor has a reasonable suspicion that an employee is abusing sick leave, he or she may demand a physician certificate after an absence of one day.

12-5.6. All sick days granted after June 30, 2012 will neither accrue nor accumulate.

12-5.7. Sick day banks as of June 30, 2012, will be retained (“Retained Sick Leave Bank”) and may be used for employee illness instead of short-term disability at the employee's election at the commencement of the leave, in accordance with Article 12 of this Agreement and the BOARD’s Family Medical Leave Act (“FMLA”) rules, policies, and procedures.

12-5.8. If an employee is injured on the job as a result of a workplace battery, CPS will reinstate all sick days used by the employee prior to receiving workers compensation benefits beginning on the fourth (4th) day of absence. Such sick days will be reinstated in full upon the employee's return to work.

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.

12-5.10. Eligible new employees shall complete 60 calendar days prior to eligibility for sick days. Upon completion of the 60-day period, sick days shall be retroactive to first day hired.

12-5.11. The BOARD may establish reasonable protocols for use of benefit days, including as applicable, requiring reasonable notice, certifications when the employee has been absent for 3 or more consecutive days (or otherwise when there is reasonable cause), and/or usage black-out periods (except in cases of illness and emergency, etc.).

12-5.12. Part-time and 10-Month Custodians shall receive seven (7) general use absence days and no other benefit days.

12-6. Personal Days. 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. 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. Bus Aides, Part-time Custodians and 10-Month Custodians are not eligible for any Personal Days.
12-6.1. 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>Hire Date</th>
<th>No. 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>

12-6.2. An employee may not use a personal day during the first or last week of school.

12-6.3. Personal Days shall not be accumulated, shall not be cashed out, shall not be used as service credit or rolled in a sick day bank, and may not be used during sick leave.

12-6.4. For current eligible employees, Personal Days granted after 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.

12-6.5 For new employees hired after July 1, 2012, all Personal Days granted must be used by June 30th of the fiscal year in which the Personal Days were granted, or shall be forfeited.

12-7. Bereavement Leave. Whenever the absence of an eligible employee is caused by the death of a parent, spouse, domestic partner, child, brother, or sister of the employee, step-parent married to a parent of the employee, or grandparent, such employee shall be paid the employee’s basic salary for the number of scheduled work days absent from the date of death to the date the employee returns to work, provided that the number of scheduled work days shall not exceed ten work days, including all holidays with the last five scheduled work days being applied against the employee's accumulated bank of sick days.

12-7.1. Whenever the absence of an employee is caused by the death of a grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, nephew, niece, uncle, aunt, or first cousin of the employee, such employee may have applied against his or her accumulated sick bank, the number of scheduled work days absent from the date or death to the date of burial, plus the necessary time for return to Chicago when the funeral is held outside the City, up to five scheduled work days.

12-8. Court Attendance. An employee shall be granted full pay when the employee’s absence is due to required attendance in court in connection with litigation in which school interests or records are involved or when the State of Illinois, the City of Chicago or the BOARD is a party and the employee is not personally interested in the outcome of the litigation. When the employee is subpoenaed as a witness within Cook County, Illinois where the employee is not personally interested in the outcome of the litigation, the employee shall be granted full pay less an amount equal to the statutory subpoena fee.

12-9. Jury Duty. All employees shall suffer no loss of salary or benefits because of jury duty in the State of Illinois, except that the BOARD shall make a deduction equal to the amount
received for such jury duty.

12-10. Military Leave. Any bargaining unit employee who is inducted or enlists in the U.S. Armed Forces or who enters upon active duty in the U.S. Armed Forces shall be placed on a leave of absence during the period of such military service. The employee's position or a comparable position shall be held open without prejudice during the period of such military service and ninety (90) days thereafter.

12-10.1. Any bargaining unit employee who is engaged in reserve duty as a member of a reserve component of the U.S. Armed Forces shall be placed on a leave of absence by the Chief Executive Officer or General Counsel (or their designees) during the period of military service. During this period of military service and while engaged in the performance of military duty, the employee shall be paid his/her regular compensation less an amount equal to the amount received by the employee as compensation for such service for a period not to exceed fifteen (15) working days in the aggregate during any fiscal year.

12-11. Leave to Attend Conferences. The Chief Executive Officer shall have authority to grant employees leave to attend without loss of pay professionally related conferences, meetings, workshops or conventions, which are beneficial or related to the work of the schools.

12-12. Election Leave. An employee may request up to 2 hours off to vote in a primary, general or special election or any election submitted to a popular vote in the State of Illinois provided an employee’s working hours begin less than 2 hours after the opening of the polls and end less than 2 hours before the closing of the polls. Such employees shall submit a request in writing to the Board at least three (3) work days prior to the election day and the BOARD may designate the hours during which such leave may be taken subject to operational needs.

12-13. Leave of Absence. Employees who have been employed for three (3) months or more may be granted a leave of absence without pay by the Chief Executive Officer or General Counsel (or their designees).

12-14. FMLA Leave. Bargaining unit employees who have been employed for at least twelve (12) months and who have worked a minimum of 1,250 hours of service during the previous 12-month period shall be entitled to unpaid leave under the Family and Medical Leave Act (“FMLA”) for any of the following reasons:

a) To provide care for a son or daughter during the 12-month period after the birth of such child;

b) To provide care for a son or daughter during the 12-month period after such child is adopted by or placed in the foster care of the employee;

c) To provide care for a son, daughter, spouse or parent with a serious health condition; or
d) To treat or recover from a serious health condition of the employee.

12-14.1. Bargaining unit employees are entitled to a total of 12 work weeks of unpaid leave for the above-stated reasons during a "rolling" 12-month period measured backwards from the date an employee uses any FMLA leave.

12-14.2. Bargaining unit employees shall be required to use their accrued sick days concurrently with any leave of absence taken under the FMLA. Employees will have the option, upon appropriate notice, to use accrued vacation days. During any leave taken under the FMLA, the employee's health care coverage under any group health plan shall be maintained for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. If the employee is using vacation or sick days, the employee will accrue seniority while on FMLA leave.

12-14.3. 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.

12-14.4. A bargaining unit employee who takes up to twelve (12) weeks of 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.

12-14.5. For employees on a leave of absence, paid or unpaid, for up to ten (10) months, such absence shall not be construed as a break in "continuous service" as defined by this Agreement and/or any applicable BOARD rule. The Family and Medical Leave Act ("FMLA") shall govern the accrual of seniority, as applicable, during a leave of absence taken pursuant to FMLA.

12-14.6. Except as may be specifically provided for in this Agreement, bargaining unit employees' rights and obligations relating to FMLA leave shall be governed by the provisions of the FMLA (including any regulations thereunder) and BOARD rules or policies.

12-15. Benefit Time Usage. An employee’s use of benefit time will not negatively impact their performance evaluation rating unless the employee uses benefit time inappropriately, including use in inappropriate patterns (e.g. frequent use on Fridays/Mondays, before or after holidays or breaks, or during important school work or work-related events).
ARTICLE 13 --
PART-TIME SECURITY

13. When assigned to a staffable position in a school, part-time security shall work a minimum of 4 hours per work-day, for every day school is in session. Voluntary, extended day hours may be available, but total hours shall not exceed 8 hours per work day, and 30 hours per work week (i.e. not to exceed part-time status) unless otherwise approved by the Board.

13-1. When assigned to a non-staffable position in a school (i.e., a "Non-Board Employee" paid from "bucket"), part-time security shall work not less than 3 hours, nor more than 8 hours per work day. The work week shall not to exceed 30 hours (not to exceed part-time status) unless otherwise approved by the BOARD. The employee may be assigned work any time during the work day, and any day during year, as necessary.

13-2. General conditions:
   
a) Employee may be terminated, due to position closing or funding change, without challenge, guarantee of reassignment or re-hire.

b) Wage rate set at a minimum of $16.00 per hour effective July 1, 2003.

c) Except as otherwise provided in this Section, Part-time Security are not eligible for benefits, including health insurance, sick days, vacation days, holiday pay, lunch period (except as otherwise provided in Section 5-4), pension, layoff and recall (except as otherwise provided in Article 7), etc.

e) Number of mandatory professional development hours per year shall be determined by management.

f) Except as provided in this Article, the parties agree that the Part-time Security are subject to the other provisions of this Agreement (e.g., grievance procedure, employee discipline).

g) Effective July 1, 2012, a new hire into the position/job title of Part-Time Security must have the legal authority to effectuate an arrest. This is not intended to affect any current employee in the Part-Time Security job title/position.


a) Holiday Pay. The BOARD shall establish holidays that will be observed on an annual basis at the time it adopts the academic calendar. Part-time security will be paid double time for all hours worked on the holidays that the Board establishes on an annual basis at the time it adopts the academic calendar. Holidays that fall on Sunday will be observed on Monday. Holidays
that fall on Saturday shall not be observed.

b) Bereavement Leave. Whenever the absence of an eligible employee is caused by the death of a parent, spouse, domestic partner, child, brother, or sister of the employee, step-parent married to the parent of the employee, or grandparent, such employee shall be paid the employee’s basic salary for the number of scheduled work days absent from the date of the death to the date the employee returns to work, provided that the number of scheduled work days shall not exceed ten work days, including all holidays with the last five scheduled work days being applied against the employee’s accumulated bank of sick days. Whenever the absence of an employee is caused by the death of a grandchild, such employee may have applied against his or her accumulated sick bank, the number of scheduled work days absent from the date of death to the date of burial, plus the necessary time for return to Chicago when the funeral is held outside the City, up to five scheduled work days.

c) Court Attendance. Part-time security shall be granted full pay when the employee’s absence is due to required attendance in court in connection with litigation in which school interests or records are involved or when the State of Illinois, the City of Chicago or the Board is a party and the employee is not personally interested in the outcome of the litigation, except when the employee’s presence in court is in connection with his or her duties as a sworn police officer employed by the City of Chicago. When the employee is subpoenaed as a witness within Cook County, Illinois where the employee is not personally interested in the outcome of the litigation, the employee shall be granted full pay less an amount equal to the statutory subpoena fee.

d) Personal Days. Part-time security who have one (1) or more years of service with the Board shall be granted four (4) personal days on a pro-rata basis during each calendar year without loss of compensation. Part-time security with less than one (1) year of service with the Board shall be granted personal days as follows:

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<th>Period in Which Employment Began</th>
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<td>July 1 through September 30</td>
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<td>October 1 through March 31</td>
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<td>April 1 through May 31</td>
<td>1</td>
</tr>
<tr>
<td>June 1 through June 30</td>
<td>0</td>
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</table>

New bargaining unit part-time security shall be granted a personal business day sixty days after their starting date. An employee may not use a personal day during the first or last week of school. As of July 1, 2012, Personal Days shall not be accumulated, shall not be cashed out, and shall not be rolled into a sick day bank. Personal Days granted in July 2012 and every July thereafter that are unused by June 30 of the fiscal year in which the Personal Days were granted, shall be forfeited.
e) Jury Duty. Part-time security shall be eligible for jury duty pay in accordance with Section 12-9 on a pro-rata basis.

f) Conflict. To the extent that the provisions of Sections 13-3(a) through 13-3(e) may conflict with an existing provisions in Sections 13, 13-1, and 13-2, the provisions of Sections 13-3(a) through 13-3(e) shall control.

13-4. Part-time Security Duties for Children's Direct Supervision While On School Property. The parties agree that part-time security duties do not principally include the direct supervision of unruly children that are sent for direct observation under their care for unreasonable periods of time, except where children may exhibit violent and uncontrollable behavior that may cause direct or immediate harm to other children, school personnel, school property or themselves. The parties agree that part-time security must have the ability to react to any duty call without hindrance of unnecessary child supervision for unreasonable periods of time while performing their jobs.

13-5. Layoff/Recall. Part-time security shall be subject to layoff and recall in accordance with the BOARD's Layoff, Interim Assignment and Reappointment of Education Support Personnel Employees Policy. For purposes of determining layoff and recall, the appropriate layoff list shall be prepared based on the Part-time security's job location.

ARTICLE 14
SUBSTITUTE SCHOOL BUS AIDES AND SUBSTITUTE SPECIAL EDUCATION CLASSROOM ASSISTANTS

14. The parties agree that this Article shall apply only to Substitute School Bus Aides and Substitute Special Education Classroom Assistants ("SECA"")(collectively "Subs").

14-1. Scheduling. The parties agree that Substitute School Bus Aides shall be scheduled in the following manner, effective March 2008. Substitute School Bus Aides will be given the opportunity to choose the geographic area(s) where he/she wishes to work (North, Central and South). Based on the selection of a geographic area(s), Substitute School Bus Aides will be placed on a sub list in each geographic area in order of their hire date (most senior would be called first and so on). Substitute Bus Aides shall be permitted to work in more than one geographic area.

14-1.1. The parties agree that Substitute School Bus Aides may not refuse more than one (1) assignment during any pay period. If a Substitute School Bus Aide refuses two or more assignments during any pay period, the following progressive discipline shall apply: 1) cautionary notice; 2) moved to the bottom of the sub list; and 3) removed from the sub list (i.e. terminated). Discipline shall not be limited to a single pay period. (For example, if a Substitute School Bus Aide refused two assignments during a pay period, "he/she would receive a written warning. If the Substitute School Bus Aide refused two assignments during a later pay period, he/she would be moved to the bottom of the sub list.) The next step of progressive discipline shall only be applied to the second refusal of an assignment in any given pay period. The relevant time period for calculating absences and administering the progressive discipline procedure set forth above, shall be 12 months, commencing
the first day of each school year. Employee absences shall not roll over from one 12-month period to the next 12-month period.

14-1.2. If a Substitute School Bus Aide is unable to report to work for legitimate reasons, he/she can make a request not to be called. Whether or not such a request will be granted shall be determined in accordance with applicable CPS policies and practices.

14-1.3. Summer School. Subs will be given the opportunity to volunteer for summer school work, in accordance with the procedures set forth above. The scheduling and progressive discipline procedures set forth in this Section shall apply to employees working summer school.

14-1.4. Scheduling. The parties agree that Substitute SECAs are scheduled in the following manner: Sub SECAs select their preferred assignment in AESOP.

14-2. All Substitute School Bus Aides shall remain in line with the base salary of all staffers School Bus Aides. All Substitute SECAS shall remain in line with the base salary of all staffer SECAs.

14-3. The parties agree that if a Sub works in a vacant position for 60 consecutive work days and no other employee on layoff has applied for that vacant position and/or CPS has not placed an employee in that vacant position in accordance with the ESP Layoff Policy, the Sub working in the vacant position shall be assigned to that vacant position. If an employee on layoff applies for a vacant position and/or if CPS places an employee in the position in accordance with the ESP Layoff Policy such employee shall have priority for the position over the Sub working in the vacant position.

14-4. If a Sub has (6) months of continuous service, he/she shall be eligible for health insurance benefits. For new hires, continuous service begins upon their hire date. Thereafter, and for existing employees, continuous service can be broken under the following circumstances: 1) the employee resigns; 2) the employee's employment is terminated; 3) the employee transfers to a different position (a non-Sub position); and/or 4) the employee is moved to the bottom of the Sub list, in accordance with Section 14.1.1 of this Agreement. If an employee's continuous service for health insurance benefits is broken, the employee's continuous service for health insurance shall recommence at the beginning of the following school year.

14-5. Attendance incentive for School Bus Aides only. Effective December 16, 2007, the following attendance incentive shall be in effect for Substitute School Bus Aides. If a Substitute School Bus Aide does not refuse more than one (1) assignment during the following 4-month periods, he/she is eligible for a $100 attendance incentive payment. For purposes of the attendance incentive, the eligibility time periods are: December 16 - April 15; April 16 - August 15; and August 16 December 15. The attendance incentive will be paid to qualified Substitute School Bus Aides at the end of each eligibility time period (April 15, August 15 and December 15). Employees must be continuously employed as a Substitute School Bus Aide through the entire eligibility period to qualify for an attendance incentive payment. The attendance incentive shall apply, as set forth above, for all Substitute School Bus Aides who work summer school assignments. The attendance incentive payment shall increase to: $125 effective December 16, 2008; $150 effective December 16, 2009; $175 effective December 16, 2010; and $200 effective December 16, 2011.
14-6. All Subs who are inactive (i.e., they have declined assignments or not sought assignments) for a period of thirty (30) calendar days, shall be removed from the active roster of substitute school bus aides and substitute SECA's and shall not be assigned. Those removed may re-apply and be reactivated depending on the district's Substitute Bus Aide and Substitute SECA needs at the time of that application.

ARTICLE 15 - CONCLUSION

15-1. This Agreement shall be in effect as of, July 1, 2015 and shall remain in effect through June 30, 2018. Negotiations for a subsequent Agreement will commence no later than May 1, 2018, upon written request of either party filed two (2) weeks before said date. The UNION shall submit its proposals within thirty (30) days prior to the commencement of negotiations.

15-2. In the event either party wishes to modify or amend this Agreement, written notice thereof shall be given to the other party at least thirty (30) days prior to the consideration of said modification or amendment, the parties shall thereafter meet to discuss the proposed modification or amendment and, if said modification or amendment is thereafter agreed upon, in writing, this Agreement will be so amended.

15-3. Neither the BOARD and its representatives nor the UNION and the members of the bargaining unit shall take any action violative of or inconsistent with any provisions of this Agreement. The parties agree that each has exercised its right to bargain for any provision it wished to be included in this Agreement; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement and that this Agreement and its side letters constitute a complete Agreement as to all matters upon which the parties have or might have bargained. The UNION and the BOARD agree that where, in the course of negotiating the Agreement, either the UNION or the BOARD withdrew any of its proposals in the interest of reaching an agreement, neither the UNION nor the BOARD will rely upon the UNION or the BOARD's withdrawal of proposals as evidence of any UNION or BOARD intent in any future arbitration or for any other purpose whatsoever.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed their Presidents and attested by their Secretaries this ___ day of January, 2016.

SERVICES EMPLOYEES INTERNATIONAL UNION, LOCAL 73

By: Christine Boardman
    Its President

By: Taalib-din Ziyad,
Its Vice President

Dated:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By:  

Frank M. Clark, President

Dated:  3/3/16

ATTEST:

By:  

Estela Beltran  3/3/16

Estela Beltran
Board Secretary

Board Report Number:
Dated:

Approved as to legal form:

By:  

Ronald Marmer  2-24-16

Ronald Marmer
General Counsel

Dated:  2-24-16

Their Presidents and attested by their Secretaries this ___ day of ___________A.D., 2016.

Forrest Claypool,
Chief Executive Officer
APPENDIX A

Me-Too on General Wage Increases During Duration of Agreement.

In the event that CPS agrees to grant non-teacher members of the CTU a general wage or salary increase of more than the 2% agreed to in Article 4-3(b) effective July 1, 2015 or subsequent years during the duration of this contract, CPS shall grant employees covered by this Agreement the same general wage or salary increase. This “me-too” requirement shall supersede any wage freeze and re-opener set forth in Article 4-3.1 so that regardless of whether that wage re-opener is triggered, the bargaining unit shall receive at least the same percentage general wage or salary increase as the non-teacher members of CTU.

ME-TOO BONUS FOR SECAs

In the event, CPS agrees to continue the $250 annual bonus for CTU PSRPs, CPS shall pay the same bonus to the following members of the bargaining unit on the same terms: Bi-lingual SECAs I and II, SECAs I and II.
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**Job Titles and Responsibilities**

- **Special Education Classroom Assistant**
  - 161: Classroom Assistant
  - 162: Classroom Assistant
- **Special Education Classroom Assistant**
  - 161: Classroom Assistant
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- **Special Education Classroom Assistant**
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**Salary Plan Details**

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52 Week 35 Standard Hours Per Year Salary Schedule

SEIU Local 73
Salary Plan 16D
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<th>Grade</th>
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<td>06B</td>
<td>09D</td>
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<tr>
<td></td>
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52 Week 40 Standard Hours per Week Salary Schedule

SEIU Local 73
Salary Plan 08D
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</table>

**SEIU Local 73**

**Salary Plan 60A, 60D**
APPENDIX B

HEALTH INSURANCE

Health Care Benefits. On or before June 30, 2015, the BOARD and the UNION will agree on plan design changes to the BOARD’s health plans that will realize $2 million in health care cost savings to the BOARD. To facilitate this agreement, the BOARD and the UNION will form a Labor Management Cooperation Committee with no more than ten members, five members appointed by the UNION and five members appointed by the BOARD, who shall negotiate said changes. The LMCC may also explore options to realize savings in dental, vision and other insurance plans. If the BOARD and the UNION members of LMCC are unable to agree on such changes, employee contribution increases will be implemented effective January 1, 2016 to the following:

EMPLOYEE HEALTH CARE CONTRIBUTIONS*

<table>
<thead>
<tr>
<th></th>
<th>HMO</th>
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<th>PPO</th>
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<th></th>
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<td></td>
<td>Lower Cost HMO</td>
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<td>PPO w/HRA</td>
<td>Lower Cost PPO</td>
<td>Higher Cost PPO</td>
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<td>(IF ANY)</td>
<td>Cost HMO</td>
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<tr>
<td>Single</td>
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<td>3.7%</td>
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<td>4.7%</td>
<td>5.0%</td>
<td></td>
</tr>
</tbody>
</table>

*(All percentages are percent of the then current base salary)
APPENDIX C
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.

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

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

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

Scheduling

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

Fact-Finding
If there is no agreement/resolution as a result of the Mediation Process, either party may request the panel to render an advisory recommendation for the resolution of the dispute. Prior to rendering an advisory recommendation, the parties shall submit to the panel and the panel shall adopt the factors/standards to be considered in formulating its advisory recommendations. Any such advisory recommendations may be released publicly by either party. The parties will share the costs equally of this process.
APPENDIX D
MEMORANDUM OF AGREEMENT
CUSTODIAL STAFFING, TRAINING AND WAGE STRUCTURE

Hiring

- In order to successfully utilize and maintain a quality and viable custodial workforce, the parties agree that, upon the effective date of this Memorandum of Agreement, the Board will lift its June 30, 1992 moratorium on the hiring of CPS custodial workers and begin the process of hiring CPS custodial workers in order to have **825 full-time Board custodial workers** within nine months of the effective date of this Memorandum.

- A minimum of 775 custodians must be scheduled for 52 weeks per year and 40 hours per week. As part of the 825 full-time custodians, the BOARD may employ up to 50 ten-month custodians who work 39.6 weeks (203 days), 40 hours per week during the academic year. The BOARD will not displace current full-time 52-week custodians to replace them with the 10-month custodians; provided, however, current 52-week custodians may be replaced by 10-month custodians through attrition or may be converted to 10-month custodians on a voluntary basis up to a maximum of fifty (50).

- The Board agrees to maintain this level of CPS-employed custodial workers during the term of the **2015-2018 Collective Bargaining Agreement**.

- The Board will post the vacant custodial positions on the CPS web site and other locations where job vacancies are customarily posted. If an individual who is on an active Local 73 layoff list and is otherwise qualified for a custodial position submits an application, the individual shall be considered for employment.

- Custodial workers hired under this Program shall serve a probationary period of one (1) year pursuant to the Rules of the Board and personnel policy. Upon successful completion of the probationary period, a custodial worker hired under this Program shall become eligible for medical insurance coverage in accordance with Article 11 of the **2015-2018 Collective Bargaining Agreement**. During his/her probationary period; a custodial worker shall be entitled to the same benefits as other probationary employees covered by the 2015-2018 Collective Bargaining Agreement, except for the following exceptions:

**Ten-month custodians** will be eligible for medical coverage and paid holidays. The BOARD shall grant 10-month custodians seven (7) paid days off for illness or personal business. Those employees shall not otherwise accrue or have other paid time off (including sick, personal and vacation benefits).

**Part-time Custodians.** The BOARD may employ up to 100 part-time custodians. Those employees shall be hired from applicants who are students in credit recovery programs or former students who have dropped out of school. Art. 1-1.3 notwithstanding, those employees will not be eligible for employment benefits except as required by law/ordinance and except that the BOARD shall grant those employees seven (7) paid days off for vacation, illness or personal business, which shall not accumulate for year-to-year. Those employees shall not otherwise accrue or have other paid time off (including sick, personal and vacation benefits). Part-time
custodians will serve a two-year probationary period. Part-time custodians’ eligibility for participation in pension benefits shall be determined by the Municipal Employees Annuity and Benefit Fund, in accordance with its rules.

**Summer Seasonal Employees.** The BOARD may employ CPS students or recent CPS graduates in Summer Seasonal positions that may include custodial work and/or other work during CPS summer intercessions as part of summer job experience programs. Summer Seasonal Custodians are excluded from the bargaining unit. The UNION will partner with CPS and other stakeholders to provide relevant work experiences to students employed in Summer Seasonal positions. The BOARD and the UNION will partner to find outside funding and resources to support the Summer Seasonal Employment Program.

**Staffing**

**Shifts**
- Shifts will be determined by the Board.

**Guidelines**
- The Board shall provide quarterly reports to the Union on the allocation of substitutes among schools.

**Guidelines**
- In assigning Board custodians to staff CPS facilities, the Board will consider the following criteria as guidelines: one custodian per 150,000 square feet during daytime hours, one custodian per 30,000 square feet during the evening hours, the age of the CPS facility, the student enrollment and demographics of the facility, if applicable, the types of cleaning materials required, the type and characteristics of the facility, the exterior grounds, and any other factor deemed relevant by the Director of Asset Management. The Board shall provide quarterly reports to the Union on the allocation of substitutes among schools.

"Unmixing"

**Training**
- The Board shall establish a comprehensive and meaningful skills training professional 90 development program in a career-enhancing environment that will achieve a successful custodian workforce that will enhance student achievement. Qualified individuals of the Board and high achieving custodial workers shall conduct training. The Board agrees to consult with the Union on the development of a training program. The training program shall consist of general cleaning techniques, cleaning standards, daily, weekly, summer, and maintenance functions, grounds keeping and other subjects as determined by the Board. The Board and Union agree to meet periodically to discuss the effectiveness of the training program.

**Duration**

The parties agree that this Memorandum will become effective on the dates indicated below and will run coterminous with the 2015-2018 Collective Bargaining Agreement.
APPENDIX E

JOB DESCRIPTIONS
Reports to: Climate Team Lead

Purpose of the Position: Climate Team Officers are responsible for the overall safety and security of the school. The Climate team plays a critical role in the school's culture and climate. A calm, structured, and positive learning environment is top priority for CPS. The Climate team is actively involved in the progressive discipline system and supplements the on-site security team as the first line of defense to defuse and de-escalate student misconduct and/or serious incidents. Climate team personnel actively engage in teaching students the social skills necessary to be successful in the classroom and school community. The Climate is by design a highly mobile supplemental security team designed to move rapidly between multiple work locations all over the city of Chicago.

Principal Accountabilities & General Responsibilities:
- Supplement the existing security team when detailed by leadership to various locations.
- Support the school's efforts to create a restorative culture among the student body that shifts the focus away from punishment and instead puts the focus on repairing harm.
- Actively respond to fights or other issues in the school that threaten the safety of students, staff, and/or guests.
- Fulfill duties associated with the post assigned as part of the school's comprehensive security plan; maintain an orderly post and remain at the post at all times unless otherwise directed by a supervisor.
- Fulfill duties assigned related to Hall Sweeps.
- Report unusual activity or suspicions of safety issues to the Security Supervisor or administration in a timely fashion.
- Assist with the organization and distribution of student lockers and locker searches.
- Monitor school grounds and school entrances to ensure only authorized personnel and authorized visitors access the school; if assigned to the main entrance, ensure all guests follow visitor protocol and triage visitor requests.
- Actively participate in professional development training to ensure ongoing growth and to advance skills.
- As assigned, monitor the student entry and dismissal process to ensure safety.
- Build positive and professional relationships with students and leverage those relationships to establish and maintain productive and safe learning environments and common areas of the building.
- Exercise dignity and respect when interacting with students at all times.
- Lead efforts to de-escalate inappropriate student behaviors and assist students with maximizing their time on task in classrooms.
- Restore order and discipline wherever deployed.

Key Performance Indicators
- Identify gang factions and leaders active in the school
- Identify indications of gang intimidation in the school
- Provide assistance to CPS and CPD personnel as needed
- Monitor atmosphere of student body for indicators of impending violence and communicate such indications without delay
- Mitigation of the threat or conflict requiring Climate Team presence
- Meet school's expectation for reduction in serious misconducts
- Stakeholder perception of warm and safe school climate and culture
- Adherence to CPS Office of Safety and Security Accountability Standards

Qualifications/Skills:
- High school diploma or GED required
- A minimum of 2-3 years of highly successful related experience
- Knowledge of basic methods of providing site security and safety
- Experience with CPS technology systems utilized for school business processes (i.e., Verify Door Swipe Module)
- Ability to work with adolescents in maintaining a positive and safe school culture
- Ability to follow written and oral instructions
- Proficient with teamwork and collaborating with colleagues and administration
- Exhibit passion and the ability to thrive amidst change and challenging conditions while maintaining a positive outlook and forward looking perspective
- Possess an attuned appreciation for cultural awareness and competency and a staunch commitment to continuously develop insight and proficiencies related to such matters
- Takes personal responsibility for mistakes and learns from them, while consistently following up with analysis and corrective action
- Demonstrated ability to keep up with fast paced environments and to multi-task
- Sound judgment and ethical practice
- Commitment to social justice and restorative justice practices
- Strong oral communication skills, human relations and interpersonal skills
- Impeccable attendance and punctuality
- Flexibility in hours and work location is required
- Successful completion of CPS Security Training and a Passing Score on the CPS Security Skills Assessment is required
Part-time Aide

**CHARACTERISTICS OF THE CLASS:** Under general supervision of the principal, assists with supervision of students and performs related duties as required for not more than 3.75 hours per day.

**EXAMPLES OF DUTIES:** Assists with supervision of children during lunch and/or recess period(s), assists with monitoring halls, assists with monitoring in-school suspensions, assists with general supervision of students in and around the school building, or as required by the principal.

**DESIRABLE MINIMUM QUALIFICATIONS:**

**Training and Experience.** Graduation from High School, or G.E.D equivalent, supplemented by at least one year of general semi-skilled labor work, or an equivalent combination of training and experience.

**Knowledge, Abilities and Skill.** Working knowledge of general and routine playground games. Ability to work with and for school children, and the ability to follow written and oral instructions. Ability to create and maintain activity logs.
Security Officer

Reports to: Security Supervisor/Principal

Purpose of the Position: Security Officers are responsible for the overall safety and security of the school. The security team plays a critical role in the school's culture and climate. A calm, structured, and positive learning environment is top priority for the Security Supervisor and the security team. The security team is actively involved in the progressive discipline system and provides the first line of defense to defuse and de-escalate student misconduct and/or serious incidents. Security personnel actively engage in teaching students the social skills necessary to be successful in the classroom and school community.

Principal Accountabilities & General Responsibilities:

- Fulfill duties associated with the post assigned as part of the school's comprehensive security plan; maintain an orderly post and remain at the post at all times unless otherwise directed by a supervisor
- Actively respond to incidents, fights or other issues in the school that threaten the safety of students, staff, and/or guests
- Fulfill duties assigned related to Hall Sweeps
- Report unusual activity or suspicions of safety issues to the Security Supervisor or administration in a timely fashion.
- Complete proper documentation related to incident reports and misconduct reports
- Produce and deliver reports to show progress against key metrics
- Assist with the organization and distribution of student lockers and locker searches
- Monitor school grounds and school entrances to ensure only authorized personnel and authorized visitors access the school; if assigned to the main entrance, ensure all guests follow visitor protocol and triage visitor requests
- Actively participate in professional development training to ensure ongoing growth and to advance skills
- As assigned, monitor the student entry and dismissal process to ensure safety
- Build positive and professional relationships with students and leverage those relationships to establish and maintain productive and safe learning environments and common areas of the building
- Exercise dignity and respect when interacting with students at all times
- Lead efforts to de-escalate inappropriate student behaviors and assist students with maximizing their time on task in classrooms

Key Performance Indicators

- Meeting school's expectation for school-wide average attendance
- Meeting school's expectation for reduction in serious misconducts
- Stakeholder perception of warm and safe school climate and culture
- Adherence to CPS Office of Safety and Security Accountability Standards
Qualifications/Skills:
- High school diploma or GED required
- A minimum of 2-3 years of highly successful related experience
- Knowledge of the CPS Student Code of Conduct
- Knowledge of basic methods of providing site security and safety
- Experience with CPS technology systems utilized for school business processes (i.e., Verify Door Swipe Module)
- Ability to work with adolescents in maintaining a positive and safe school culture
- Ability to follow written and oral instructions
- Proficient with teamwork and collaborating with colleagues and administration
- Exhibit passion and the ability to thrive amidst change and challenging conditions while maintaining a positive outlook and forward looking perspective
- Possess an attuned appreciation for cultural awareness and competency and a staunch commitment to continuously develop insight and proficiencies related to such matters
- Takes personal responsibility for mistakes and learns from them, while consistently following up with analysis and corrective action
- Demonstrated ability to keep up with fast paced environments and to multi-task
- Sound judgment and ethical practice
- Commitment to social justice and restorative justice practices
- Strong oral communication skills, human relations and interpersonal skills
- Impeccable attendance and punctuality
- Successful completion of CPS Security Training and a Passing Score on the CPS Security Skills Assessment is required
Sr Security Officer

Reports to: Principals/Associate Principals/Safety Supervisor (varies by school)

Purpose of the Position: The Sr Security Officer is responsible for the overall safety and security of the school. The safety and security of our students is the top priority for the security team. The security team serves as the first line of defense to defuse and de-escalate student misconduct and/or serious incidents. Security personnel actively seek to build positive relationships with students and, as appropriate, participate in teaching students the social skills necessary to be successful in the school community. This position supports the school’s efforts to create a more restorative culture that shifts the focus away from a culture that is strictly focused on punishment. The Sr Security Officer supports the Principal and Security Supervisor (if applicable) in the leadership of the department and acts as the team lead in the absence of the Security Supervisor.

Principal Accountabilities & General Responsibilities:
- Supports the efforts of the safety and security team by monitoring and supervising the work of Security Officers
- Assist with the design and implementation of a comprehensive security plan by assigning posts and duties to all security team members
- Assist with the creation of a work schedule for the entire security team that ensures proper security coverage in the building the entire time the school is open for programming, including athletic events and extracurricular activities; assist with monitoring the schedule
- Provide leadership and supervision to ensure a calm, structured, and safe student entry and dismissal process and also during student lunch periods
- Build positive and professional relationships with students and leverage those relationships to establish and maintain productive and safe learning environments
- Exercise dignity and respect when interacting with students and the general public at all times
- Lead efforts to de-escalate inappropriate student behaviors
- Monitor school grounds and school entrances (via cameras if available) to ensure only authorized personnel and authorized visitors access the school
- Collaborate with designated administrators and deans to implement the school’s Hall Sweep program; ensure team members execute their duties accordingly
- Assist with maintaining all security equipment, supplies, and inventory. Reports issues immediately to principal and/or Office of Safety and Security
- Monitor the school’s camera security system to predictively identify and mitigate incidents before they happen. Use the system to investigate incidents, as necessary; escalate technical issues with the system to school leadership and district officials
- Complete proper documentation related to incident reports and misconduct reports
- Produce and deliver reports to show progress against key metrics
Serve on the school's Crisis Response Team

**Bottom Line Metrics Used to Measure Performance of Position at Year's End**
- Meeting school's expectation for school-wide average attendance
- Meeting school’s expectation for reduction in serious misconducts
- Stakeholder perception of warm and safe school climate and culture
- Adherence to CPS Office of Safety and Security Accountability Standards

**Qualifications/Skills:**
- High school diploma or GED required; Bachelor's degree or some college experience is desired
- A minimum of 4-6 years of highly successful related experience
- Strong working knowledge of CPS Policies & Procedures and the Student Code of Conduct (SCC)
- Demonstrated ability to lead the work of others to produce successful and effective outcomes; proven experience with mobilizing and developing adults charged with implementing culture & climate practices towards common goals
- Proficient with teamwork and collaborating with colleagues and administration
- Exhibit passion and the ability to thrive amidst change and challenging conditions while maintaining a positive outlook and forward looking perspective
- Attention to detail, highly organized
- Keen investigative skills
- Possess an attuned appreciation for cultural awareness and competency and a staunch commitment to continuously develop insight and proficiencies related to such matters
- Takes personal responsibility for mistakes and learns from them, while consistently following up with analysis and corrective action
- Demonstrated ability to keep up with fast paced environments and to multi-task
- Sound judgment and ethical practice
- Commitment to getting the job done and understands that extra work hours may be required to ensure effective operations of the department
- Effective oral and written communication skills
- Impeccable attendance and punctuality
- Technical skills: Microsoft Office, Verify, RapidEye (or equivalent)
- Successful completion of CPS Security Training and a Passing Score on the CPS Security Skills Assessment is required
CLASS TITLE: School Bus Aide

CHARACTERISTICS OF THE CLASS: Under immediate supervision, assists students riding on school buses en route to and from school; and performs related duties as required.

ESSENTIAL FUNCTIONS: Assists students entering and exiting school buses, lifts physically disabled students onto and off school buses, fastens various types of seat belts around students as a precautionary measure, maintains order and discipline on school buses, refers misbehaved students to school principal for disciplinary action, completes routing lists and related transportation forms for the purpose of communicating sequence of bus stops.

MINIMUM QUALIFICATIONS:

Training and Experience. High school diploma or GED equivalent. Willingness and ability to perform the essential functions of the job. Previous experience in student transportation is desirable.

Knowledge, Abilities, and Skill. General knowledge of the behavior patterns of school aged children.

Ability to lift children on and off buses; ability to maintain an orderly environment on buses.

Skill in communicating with school aged children.

Physical Requirements

Medium Work: Exerting twenty (20) to fifty (50) pounds of force occasionally, or ten (10) to fifteen (15) pounds of force frequently, or greater than negligible up to ten (10) pounds of force constantly to move objects. Physical demands are in excess of those for Light Work.
CLASS TITLE: Special Education Classroom Assistant

CHARACTERISTICS OF THE CLASS: Under the general direction of the school principal, and under the immediate supervision of a Special Education teacher holding a valid teaching certificate directly engaged in teaching subject matter or conducting activities, assists in the instruction of disabled students; and performs related duties as required.

ESSENTIAL FUNCTIONS: Assists Special Education teachers in elementary and high schools in reinforcing efforts with children with various disabilities, including physical disabilities, visual and hearing impairments, learning disabilities, behavior disorders, emotional impairments, and mental impairments in accordance with each student's Individual Education Program (IEP); lifts and positions non-ambulatory students during the school day as instructed by the teacher and in adherence to written instruction from students' personal physicians; provides one-on-one tutoring services for students to present or reinforce learning concepts; provides one-on-one personal hygiene services for students with severe disabilities, including toileting, changing soiled diapers, and cleaning soiled children regardless of age; assists students with orthopedic impairments by arranging and adjusting tools, work aids, and equipment used by students in classrooms, including but not limited to specially equipped worktables, positioning equipment, wheelchairs, tape recorders, computers, communication devices, and mechanized page turners; assists teacher in instructing students in daily living skills required for independent maintenance and economic self-sufficiency; accompanies students to swimming pools and medical clinics to assist in removing clothing and performing other personal services which students are unable to perform themselves; assists in feeding students unable to do so themselves; takes notes in classrooms for students unable to do so themselves; corrects homework assignments and examination materials; assists teachers in maintaining written records of students' behavior; accompanies students and teachers on class field trips; attends and participates in workshops and in service training to update job related skills.

MARGINAL FUNCTIONS: May utilize aggressive management techniques to physically restrain violent students, may administer Cardiopulmonary Resuscitation (CPR) as directed by the teacher, may operate audio-visual equipment, may operate photocopying equipment.

MINIMUM QUALIFICATIONS:

Training and Experience. Completion of an Associate’s degree from a college or university accredited by the North Central Association or another regional accrediting body, or the successful completion of at least sixty (60) semester hours of college credit at a college or university accredited by the North Central Association or another regional accrediting body, including at least one course in the characteristics of mental retardation and severe/profound disabilities, or the successful completion of a state approved paraprofessional assessment, supplemented by at least one year of work experience involving the care and supervision of children with disabilities.

Knowledge, Abilities, and Skills. Good knowledge of the characteristics of students with various disabilities, good knowledge of English grammar and spelling, good knowledge of basic mathematics.

Ability to work with and for students with various disabilities, ages birth to twenty-one (21) years of age; ability to follow written and oral instructions and direction; ability to complete and maintain basic written reports. (Ability to perform cardiopulmonary resuscitation (CPR) is highly desirable. Individuals who do not provide evidence of the completion of training in CPR at the time of initial employment in this class title will complete CPR training as a condition of employment.)

Good oral and written communication skills, skill in the operation of photocopying and audio-visual equipment is highly desirable.

Physical Requirements. Medium Work: Exerting up to fifty (50) pounds of force occasionally, and/or up to twenty (20) pounds of force frequently, and/or ten (10) pounds of force constantly to move objects. Physical demands include the ability to reach, handle, and finger objects; talk and hear; occasional use of near visual acuity and frequent use of far visual acuity.

April 2010
CLASS TITLE: Lead Custodial Worker

CHARACTERISTICS OF THE CLASS: Under supervision, performs extensive cleaning and professional custodial duties in the maintenance of the interior and exterior of Chicago Public Schools’ buildings and facilities, and performs related duties as required. Also manages school’s assigned custodial team, and reports on performance to Principal or assigned supervisor if delegated by Principal.

ESSENTIAL FUNCTIONS: Cleans, sweeps, mops, and serums floors inside and outside of classrooms, offices, stairways, corridors, and lobby; strips, re-waxes, and buffs floors using heavy duty electric scrubbers and polishers; vacuums and shampoos all carpeted areas with vacuum equipment; cleans and disinfects lavatory areas including sinks, showers, urinals, and toilets using appropriate disinfectants and chemical solutions; refills toilet paper, hand soap and paper towel dispensers in lavatories; cleans, dusts, and polishes all types of surfaces and furniture in classrooms, offices, and all other areas of the school building; damps wipes surfaces of chalkboards; empties waste baskets and other refuse containers to dispose of trash; lifts and moves furniture, office equipment and draperies; places boxes and equipment in storage areas; cleans the interior and street level exteriors of windows; shovels snow and spreads salt either manually or with snow-blower equipment; operates power equipment and hand tools to cut and trim lawns and shrubbery; waters and fertilizes lawns and stores hoses in proper manner; cleans and stores equipment and supplies after each use; removes litter and debris from building floors and property grounds; operates refuse compactor; raises and lowers flag at appropriate times; removes graffiti markings from walls and other surfaces; sets up tables and chairs in auditorium or hall or other meeting rooms. Confirms that other assigned custodians are meeting job requirements through their assigned schedules and responsible areas. Also reports on supply usage at intervals determined by Principal or Department of Asset Management, and identifies and requests in a timely manner from appropriate school personnel the necessary custodial supplies for all custodial staff members to properly perform their duties. Completes miscellaneous duties as assigned by Principal or Principal’s Delegate.

DESIRABLE MINIMUM QUALIFICATIONS:

Training and Experience. Graduation from high school, or GED equivalent, supplemented by at least one year of custodial work experience, ability and willingness to perform the work, or an equivalent combination of training and experience.

Knowledge, Abilities, and Skill. Some knowledge of the basic methods of building cleaning and housekeeping and basic grounds and landscape maintenance, knowledge of the proper operation of power driven equipment and hand tools.

Ability to clearly communicate work accomplishments to Principal or assigned supervisor if delegated by Principal; strong work ethic demonstrated; can teach others on essential function skills.

Some skill in using power driven tools and equipment.

Physical Requirements. Heavy Work: Exerting fifty (50) to one-hundred (100) pounds of force occasionally, twenty-five (25) to fifty (50) pounds of force frequently, or ten (10) to twenty (20) pounds of force constantly to move objects. Physical demands are in excess of those for Medium Work.

Environmental Conditions. Activities occur inside and outside of buildings and facilities.
CLASS TITLE: Factor Custodial Worker

CHARACTERISTICS OF THE CLASS: Under supervision, performs extensive cleaning and professional custodial duties in the maintenance of the interior and exterior of Chicago Public Schools' buildings and facilities; either with a roving custodial crew, or at a facility under 30,000 square feet, and performs related duties as required.

ESSENTIAL FUNCTIONS: Cleans, sweeps, mops, and scrubs floors inside and outside of classrooms, offices, stairways, corridors, and lobbies; strips, re-waxes, and buffs floors using heavy duty electric scrubbers and polishers; vacuums and shampoos all carpeted areas with vacuum equipment; cleans and disinfects and chemical solutions; refills toilet paper, hand soap and paper towel dispensers in lavatories; cleans, dusts, and polishes all types of surfaces and furniture in classrooms, offices, and all other areas of the school building; damp wipes surfaces of chalkboards; empties ash trays, waste baskets, and other refuse containers to dispose of trash lifts and moves furniture, office equipment, and draperies; places boxes and office equipment in storage areas; cleans the interior and street-level exterior surface of windows; shovels snow and spreads salt either manually or with snow blower equipment; operates power equipment or and stores hoses in proper manner; cleans and stores equipment and supplies after each use; unloads and stores cleaning supplies; removes litter and debris from building floors and external property grounds; operates refuse compactors, raises and lowers flags at appropriate times; removes graffiti markings from walls and other surfaces; sets up tables and chairs in auditorium or hall.

DESIRABLE MINIMUM QUALIFICATIONS:

Training, Abilities, and Skill. At least one year of custodial work experience; ability and willingness to perform the work, or an equivalent combination of training and experience.

Knowledge, Abilities, and Skill. Some knowledge of the basic methods of building cleaning and housekeeping and basic grounds and landscape maintenance, knowledge of the proper operation of power driven equipment and hand tools.

Ability and willingness to follow oral instructions, ability to perform physical tasks related to custodial work, ability to safely operate power driven equipment and hand tools.

Some skill in using power driven tools and equipment.

Physical Requirements. Heavy Work: Exerting fifty (50) to one hundred (100) pounds of force occasionally, or twenty-five (25) to fifty (50) pounds of force frequently, on ten (10) to twenty (20) pounds of force constantly to move objects. Physical demands include the ability to stoop, bend and crouch; reach, handle, and finger objects; ability to see and hear; occasional use of near visual acuity.

Environmental Conditions. Activities occur inside and outside of the building and facilities.

APPROVED:

Timothy Martin
Chief Operating Officer

10/25/19
Date

APPROVED:

Ascencion V. Juarez
Director - Bureau of Salary Administration & Staffing

10/25/19
Date
CLASS TITLE: Custodial Worker

CHARACTERISTICS OF THE CLASS: Under supervision, performs extensive cleaning and professional custodial duties in the maintenance of the interior and exterior of Chicago Public Schools’ buildings and facilities, and performs related duties as required.

ESSENTIAL FUNCTIONS: Cleans, sweeps, mops, and scrubs floors inside and outside of classrooms, offices, stairways, corridors, and lobbies; strips, re-waxes, and buffs floors using heavy duty electric scrubbers and polishers; vacuums and shampoo all carpeted areas with vacuum equipment; cleans and disinfects lavatory areas including sinks, showers, urinals and toilets using appropriate disinfectants and chemical solutions; refills toilet paper, hand soap and paper towel dispensers in lavatories; cleans, dusts, and polishes all types of surfaces and furniture in classrooms, offices, and all other areas of the school building; damp wipes surfaces of chalkboards; empties waste baskets and other refuse containers to dispose of trash; lifts and moves furniture, office equipment and draperies; places boxes and equipment in storage areas; cleans the interior and street level exteriors of windows; shovels snow and spreads salt either manually or with snow-blower equipment; operates power equipment or hand tools to cut and trim lawns and shrubbery; waters and fertilizes lawns and stores hoses in proper manner; cleans and stores equipment and supplies after each use; removes litter and debris from building floors and property grounds; operates refuse compactor; raises and lowers flags at appropriate times; removes graffiti markings from walls and other surfaces; sets up tables and chairs in auditorium or hall or other meeting rooms.

MINIMUM QUALIFICATIONS:

Training and Experience. Graduation from high school, or GED equivalent, supplemented by at least one year of custodial work experience, ability and willingness to perform the work, or an equivalent combination of training and experience.

Knowledge, Abilities, and Skill. Some knowledge of the basic methods of building cleaning and housekeeping and basic grounds and landscape maintenance, knowledge of the proper operation of power driven equipment and hand tools.

Some skill in using power driven tools and equipment.

Physical Requirements. Heavy Work: Exerting fifty (50) to one-hundred (100) pounds of force occasionally, twenty-five (25) to fifty (50) pounds of force frequently, or ten (10) to twenty (20) pounds of force constantly to move objects. Physical demands are in excess of those for Medium Work.

Environmental Conditions. Activities occur inside and outside of buildings and facilities.

Approved:

April 2010
CLASS TITLE: Parent Worker – Bus Monitor

CHARACTERISTICS OF THE CLASS: Under the immediate supervision of Student Transportation Services, assists students being transported on the school bus to/from a designated school and performs related duties as required.

ESSENTIAL FUNCTIONS:

- Maintains an orderly environment for students being transported to/from a designated location.
- Reports any operational issues to Student Transportation.
- Performs random audits on buses/drivers as requested by Student Transportation.
- Communicates with drivers each day to monitor the behavior of students on each bus and reports any behavioral problems to their field supervisor.
- Maintains and follows Student Transportation rules and regulations on professionalism to keep a positive reflection of our department and Chicago Public Schools.
- Performs other duties as directed by Student Transportation.

MINIMUM QUALIFICATIONS:

Training and Experience
High school diploma or GED equivalent. The willingness and the ability to perform the duties of the position.

Knowledge, Abilities, and Skill
- General knowledge of behavior patterns of school aged children.
- Knowledge of Chicago Public Schools’ rules and regulations.
- Knowledge of basic mathematics, reading and grammar.
- Ability to provide instructions to school-aged children.
- Ability to maintain an orderly environment and ability to maintain positive relations with parents and principals.
- Ability to understand written and verbal instructions.
- Basic oral and written communication skills.

Physical Requirements
- Ability to stand and walk for long periods of time.
- Ability to bend, stoop, and reach with arms and hands.
- Ability to lift or exert force for up to 20 pounds occasionally.
- Ability to walk up and down stairs multiple times during a day.
## APPENDIX F

### WORK SCHEDULE

<table>
<thead>
<tr>
<th>Union</th>
<th>Job Title</th>
<th>Hours Worked</th>
<th>Breaks</th>
<th>Lunch</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEIU, Local 73</td>
<td>Lead Custodian/Head Custodian *</td>
<td>8.5 hr day</td>
<td>2 15 minute breaks</td>
<td>30 min unpaid lunch**</td>
</tr>
<tr>
<td></td>
<td>Custodian</td>
<td>8.5 hr day</td>
<td>2 15 minute breaks</td>
<td>30 min unpaid lunch**</td>
</tr>
<tr>
<td></td>
<td>Spec Ed Classroom Assist. (SECA) (I and II) Bilingual SECA I, II Sub SECA</td>
<td>7hrs and 45 min day</td>
<td>2 15 minute breaks</td>
<td>30 min unpaid lunch</td>
</tr>
<tr>
<td></td>
<td>School Bus Aide</td>
<td>4 or 6 hours a day</td>
<td>No scheduled breaks or lunch due to shifts</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub School Bus Aide</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Security Officer</td>
<td>ES with 1 Sec Guard: 8.5 hr day</td>
<td>2 15 minute breaks</td>
<td>30 min unpaid lunch</td>
</tr>
<tr>
<td></td>
<td>Sr Security Officer</td>
<td>ES with &gt; 1 Security Guard and all HS: 7.5 hr day</td>
<td>2 15 minute breaks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Part Time Security</td>
<td>4 hours min; max 8 hrs; 30 hrs. per week</td>
<td>2 15 minute breaks</td>
<td>No Change</td>
</tr>
<tr>
<td></td>
<td>Parent Worker</td>
<td>Minimum of 4 hours</td>
<td>2 15 minute breaks</td>
<td>No Change</td>
</tr>
<tr>
<td></td>
<td>Part-time Aide</td>
<td>3.75 hours</td>
<td>No scheduled breaks or lunch</td>
<td></td>
</tr>
</tbody>
</table>

*For factor custodians, refer to Article 4-2.2.

**30 min unpaid lunch, effective January 1, 2016.
## School Calendar and Professional Development Days

<table>
<thead>
<tr>
<th>Union</th>
<th>Job Title</th>
<th>Current Days Budgeted</th>
<th>Days Budgeted</th>
<th>PD Days, SY15-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Factor</td>
<td>Custodian/Lead Custodian/Head Custodian</td>
<td>52-week employee</td>
<td>52-week employee</td>
<td>N/A</td>
</tr>
<tr>
<td>Custodian</td>
<td></td>
<td>52-week employee</td>
<td>52-week employee</td>
<td>N/A</td>
</tr>
<tr>
<td>SEIU, Local 73</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SECAs</td>
<td></td>
<td>170 student days, 11 PD days, 2 RC days, 10 holidays, 10 paid vacation</td>
<td>180 student days, 6 PD days, 0 RC days, 8 holidays, 10 paid vacation days</td>
<td>= 203 days, 204 days</td>
</tr>
<tr>
<td>School Bus Aide</td>
<td></td>
<td>170 student days, 5 PD days</td>
<td>180 student days, 3 PD days</td>
<td>= 175 days, 183 days</td>
</tr>
<tr>
<td>Security Officer</td>
<td>Sr Security Officer</td>
<td>170 student days, 11 PD days, 2 RC days, 10 holidays, 10 paid vacation</td>
<td>180 student days, 5 PD days, 0 RC days, 8 holidays, 10 paid vacation days</td>
<td>= 203 days, 203 days</td>
</tr>
<tr>
<td>Part Time Security</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parent Worker -- Bus Monitor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parent Worker, Part Time Aide</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>