



Bargaining Update – August 22, 2012

With time running short the CTU and the BOARD are still far apart.

After a successful mass rally, a 90 percent strike vote, and a favorable Fact Finder's Report, the Board signed an "Interim Agreement" on July 23, 2012 in which they promised to limit instructional time to 296 minutes in Elementary School and 251 minutes in High School. They also promised to hire extra teachers from a pool of displaced CTU members in order to properly staff the schools. However, our experience in Track E, where school has been back since August 6th, has shown us that many principals have not received adequate positions to operate a "Better Day." Teachers are being asked to work through lunch and preps, keep students in class during 'recess,' and fill the day with 'club-time' and other non-instructional activity. This means it is more important than ever to win a contract that defends three (3) key priorities:

1. **A "Better" Day**—with Art, Music, World Language, Physical Education and other services like counseling anchored by contract language that assures prep and break time, limits on teaching load, and limits on duties.
2. **Job Security**—in the form of guarantees that the Board will conduct future hiring from a pool of displaced members before making new hires, as well as an appeal process and other protections against unfair evaluation.
3. **Fair compensation**—we deserve a fair raise for work that will be more stressful and challenging. In addition, we seek to protect our salary schedule (steps) and keep out merit pay, insurance premium hikes, and changes to our accumulation of sick days that undercut our benefits.

The following summary is intended to provide a snapshot of what is "on the table" as of August 22, 2012.¹

- **Duration:** The Board is proposing a 4 year contract. The Union is proposing a 2 year contract.
- **Pay:** The Board is proposing raises of 2%, 2%, and 2% with a 2% increase in the 4th year dependent on the adoption of merit pay. The Board is proposing to freeze steps for the duration of the contract. The Union's last proposal was made during fact finding for 19% and 3%.
- **Evaluation:** The Board is proposing to implement a plan in which student test scores and surveys will eventually be 50% of a teacher's evaluation (by year 5). The Union is proposing a lower cap on "Student Growth Measures," revisions to the "cut scores" that determine ratings (i.e., how many points are required for a proficient rating) as well as an appeal process.
- **Working Conditions/Structure of Day:** The Board is proposing to do away with 18 separate articles in the contract that relate to details of our work day such as our class load, our breaks, and the nature of our work assignments. These include Article 4 (Elementary School), 5 (Middle School), 6 (High School), 7 (Elementary School Counselors), 9 (PSRPs), etc. The Union is proposing language that would guarantee that the Board follow their promises on prep time, staffing, and breaks.
- **Class Size:** The Board is proposing that it continue following its current policy. The Union is seeking to lower class sizes and make class size subject to effective enforcement.
- **Job Security:** The Board has not yet agreed to place language for a 'hiring pool' in our contract. We are also seeking protection of PSRPs' work.

In addition, we remain concerned about the Board's plans to lengthen the school year, push for changes to our pension (which is controlled by the legislature) and close community schools while opening charters.

¹ We expect the Board's offers will continue to change as bargaining continues. We will update this information, as well as provide more thorough descriptions of offers and language, in future updates from your delegate and on the CTU's website.

Detailed Descriptions of Bargaining Positions as of August 22, 2012; check with your delegate and the CTU website (www.ctunet.com) for further updates.

Article 1. Recognition, Union Rights, etc.

The UNION is seeking language that would prohibit hiring out or subcontracting work that is “bargaining unit work”

The BOARD is seeking language that would limit our right to hold UNION meetings to “available meeting space, provided that the meeting shall not interfere with scheduled activities... and subject to the BOARD’s rules and regulations regarding the use of its facilities by third parties.”

Article 3. Grievance, Discipline

The UNION is seeking (1) the ability to grieve any disciplinary matters. Currently discipline is NOT subject to appeal through the grievance procedure. The Union is also proposing to (2) eliminate unpaid suspensions, (3) to require the Board to provide relevant documentation to our field staff prior to hearings involving our members and (4) the removal of the “Do Not Hire” designation.

The BOARD attempted to eliminate our long-standing definition of a grievance, place restrictions on Union access to the schools, allow the Board to consolidate grievances at will, remove the requirement for principals to attend grievance hearings and give us less time to file grievances while giving the Board more time to respond.

As of August 22nd, the Board has withdrawn many of their original proposals to eliminate critical language about the processing of grievances, including their attempt to rewrite the definition of a grievance. The Board has also agreed to eliminate unpaid suspensions but we remain in dispute on a mediation/arbitration step which would give us the ability to challenge discipline decisions before a neutral third party decision maker.

Articles 4 through 26. Work Rules for CTU members

The BOARD is still trying to remove the following articles completely: Article 4 (Elementary School), 5 (Middle School), 6 (High School), 7 (Elementary School Counselors), 8 (Professional Development Teachers), 9 (PSRPs), 10 (Counselors), 11 (Driver Education Teachers), 13 (Extracurricular Personnel), 15 (Librarians), 16 (Physical Education Teachers), 17 (Playground Teachers), 19 (Psychologists), 20 (School Social Workers), 21 (Special Education Teachers), 22 (Stadium Directors), 25 (Teacher Assistants), and 26 (School Nurses).

The BOARD is proposing that certain features of these articles will appear in other areas of the contract. For example, some language which describes teacher/clinicians working conditions is preserved “every teacher shall have access to a computer...” but other features, especially as they relate to how our day is structured, break time, etc. are removed completely.

The UNION has many substantive proposals in these areas, including:

Detailed Descriptions of Bargaining Positions as of August 22, 2012; check with your delegate and the CTU website (www.ctunet.com) for further updates.

- an increase in school clerk and teacher assistant hiring,
- a protection from bargaining unit members losing work due to ‘volunteers,’
- a provision that would free counselors from case management duties and designate 80% of their time be spent counseling,
- a class size provision for librarians,
- changes to ensure clinicians have preparation/paperwork time and adequate professional facilities,

Article 32. Insurance

The BOARD seeks to create a ‘Wellness Program’ to control costs, as well as increase the premiums for couples and family insurance. This increase equals up to .7% of salary.

Current rates/Effective July 1, 2012

	<u>HMOs</u>		<u>PPOs</u>		
	<u>Lower Cost HMO</u>	<u>Higher Cost HMO</u>	<u>PPO w/ HRA</u>	<u>Lower Cost PPO</u>	<u>Higher Cost PPO</u>
<u>Single</u>	<u>1.3%</u>	<u>2.0%</u>	<u>1.3%</u>	<u>2.0%</u>	<u>2.2%</u>
<u>Couple</u>	<u>1.5%</u>	<u>2.2%</u>	<u>1.5%</u>	<u>2.2%</u>	<u>2.5%</u>
<u>Family</u>	<u>1.8%</u>	<u>2.5%</u>	<u>1.8%</u>	<u>2.5%</u>	<u>2.8%</u>

Effective January 1, 2013

	<u>HMOs</u>		<u>PPOs</u>		
	<u>Lower Cost HMO</u>	<u>Higher Cost HMO</u>	<u>PPO w/HRA</u>	<u>Lower Cost PPO</u>	<u>Higher Cost PPO</u>
<u>Single</u>	<u>1.3%</u>	<u>2.0%</u>	<u>1.3%</u>	<u>2.0%</u>	<u>2.2%</u>
<u>Couple</u>	<u>1.7%</u>	<u>2.5%</u>	<u>1.7%</u>	<u>2.5%</u>	<u>2.8%</u>
<u>Family</u>	<u>2.3%</u>	<u>3.2%</u>	<u>2.3%</u>	<u>3.2%</u>	<u>3.5%</u>

The Board’s proposed Wellness Program would involve:

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

Detailed Descriptions of Bargaining Positions as of August 22, 2012; check with your delegate and the CTU website (www.ctunet.com) for further updates.

- 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.); and
- Create incentives and disincentives for behaviors that are inconsistent with good health and wellness including: contribution differentials for employees who smoke. Failure to participate in the Wellness Program would result in a \$600.00 per year “contribution differential” for each covered individual.

The Union has proposed freezing medical insurance premiums and has not accepted the Wellness Program.

Articles 33 and 37. Sick Pay and Leaves

The BOARD seeks to create a short term disability and paid maternity benefit, but stop members from accumulating further sick days (members who have already accumulated sick days would keep the days they have, and will be paid for them.) In addition, the Board seeks to stop granting ‘longevity’ sick days.

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

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

The BOARD has proposed a short-term disability and maternity leave policy as follows: “Effective July 1, 2012 or as soon thereafter as possible, the Board shall establish a short-term disability and paid maternity leave policy for full-time bargaining unit employees. The short-term disability policy shall

Detailed Descriptions of Bargaining Positions as of August 22, 2012; check with your delegate and the CTU website (www.ctunet.com) for further updates.

provide disability benefits for employee illness in excess of ten consecutive days (including maternity leave days) as follows: (a) one hundred percent (100%) of the employee's regular full-time pay for the first thirty calendar days of the employee's disability and/or maternity leave; eighty percent (80%) of the employee's regular full-time pay for calendar days thirty-one through sixty of the employee's disability and/or maternity leave; and sixty percent (60%) of the employee's regular pay for calendar days sixty-one through ninety of the employee's disability and/or maternity leave.

The UNION has proposed maintaining the accumulation of sick days

Article 36. Salaries and Compensation

The BOARD has proposed the following on raises:

INCREASES TO BASE SALARIES AND HOURLY WAGE RATES: The base salary or hourly wage rate of full-time employees shall be increased in accordance with the chart below.

	Annual Work Days	Year 1 Effective 07-01-2012	Year 2 Effective 07-01-2013	Year 3 Effective 07-01-2014	Year 4 Effective 07-01-2015
Teachers and School Service Personnel ("SSPs")	208 (+5)*	2.00%	2.00%	2.00%	2.00% ✦
Paraprofessional and School-Related Personnel ("PSRPs") (Except for School Clerks)±	208 (+5)	2.00%	2.00%	2.00%	2.00%
School Clerks±	211 (+8)	2.00%	2.00%	2.00%	2.00%

* The (+) notes the increase in the number of work days from the current to the full work year. [Article 8 | Appendices B and C]

✦ In Year 4, the Board is offering a 2.00% increase to the base salary or hourly wage rate of employees who are paid on the teacher and SSP or PSRP salary schedules, provided that the parties have mutually agreed upon a differentiated compensation plan to become effective on July 1, 2015. The 2.00% is an across-the-board increase; under the differentiated compensation plan, employees may be eligible for greater increases depending on the terms and conditions of the plan. The joint Differentiated Plan Committee remains charged with the responsibility for negotiating this plan under the terms set forth in the Board's proposal. [Article 9 | Appendix A]

Detailed Descriptions of Bargaining Positions as of August 22, 2012; check with your delegate and the CTU website (www.ctunet.com) for further updates.

± When the full school and work day and year are implemented, PSRPs (except for school clerks) will not work additional hours per day than their current schedules, but will work 5 additional work days (from 203 to 208) for which they will be paid their hourly rate as increased over time. School clerks likewise will continue to work the same work hours per day, but will work 8 additional work days (from 203 to 211) at their hourly rate as increased over time. [Appendices A and C]

STEP INCREASES: Effective July 1, 2012, for the duration of the successor agreement, employees paid on the teacher and SSP or PSRP salary schedules shall be “frozen” on their current steps and shall not receive step increases. [Article 9 | Appendix A]

OTHER EMPLOYEES PAID DAILY, PER DIEM OR HOURLY RATES: Effective July 1, 2012, with the exception of Cadre substitutes or day-to-day substitutes, employees who are appointed to positions paid on a daily, per diem or hourly rate shall be paid the daily, per diem or hourly rate in effect on June 30, 2011 for the duration of the successor agreement. [Article 9 | Appendix A]

ADDITIONAL TEACHING PERIODS DIFFERENTIAL (“OVERTIME INDICATOR”): This provision shall be struck from the successor agreement.

Establishment of Differentiated Compensation Plan

By January 1, 2013, the parties shall convene a joint Differentiated Compensation Plan Committee to negotiate a new compensation plan for full-time teachers, SSPs, PSRPs, Cadre substitute teachers and day-to-day substitute teachers to be implemented at the beginning of the 2014-2015 school year with differentiated increases (if earned) to be provided to full-time teachers, SSPs, PSRPs, Cadre substitutes and day-to-day substitutes effective July 1, 2015. The parties shall communicate the terms of the new compensation plan to employees in the bargaining unit no later than June 30, 2014.

- (a) An entry level salary, hourly wage rate or ranges, or per diem rates or ranges, for each teacher, SSP and PSRP job title or category of position based on market factors, graduate degrees, qualifications, certifications or prior work experience.
- (b) The development of a lane system of differentiated compensation and the conditions for receiving differentiated compensation that are based upon the following parameters:
 - (i) Teacher classifications in career ladders that have different and increasing responsibilities including, but not limited to, classifications such as teacher leaders, teacher coaches, teacher mentors, department chairs and other classifications.
 - (ii) Teachers’ attainment of additional educational credit or professional certifications or licenses that are relevant and useful to the teachers’ roles or which are in high needs areas.
 - (iii) Teachers’ willingness to accept assignments in hard-to-staff schools or hard-to-staff positions.
- (c) Salary increases based on the employee’s performance evaluations.

Detailed Descriptions of Bargaining Positions as of August 22, 2012; check with your delegate and the CTU website (www.ctunet.com) for further updates.

- (d) Salary increases shall not be based on the completion of a year of service (e.g., step increases) or any other artificial metric or measure.
- (e) Other provisions deemed necessary to develop a differentiated compensation plan that is fiscally sustainable and aligned with the goal of rewarding educator effectiveness and improving student achievement.

The BOARD is also proposing ending deferred compensation.

Article 39. Teacher Evaluation

The Board's proposals on teacher evaluation originate from the Board's REACH plan (Recognizing Educators Advancing Chicago Students) which was a product of the PERA Law (Performance Evaluation Reform Act, January 2010.) Though the Board wrote REACH with input from the Union, there remain many disputed issues in the plan, and the Union did not agree to the final plan.

The Union has submitted a comprehensive counter-proposal on evaluation (Article 39). Here are our most important objections to the Board's plan:

- We are seeking a substantive appeals process that allows members to challenge an unfair rating if that rating would result in dismissal.
- The Union is proposing a change to the formula for summative ratings—changing the “cut scores” that determine ratings (i.e. how many points are required for a proficient rating.)
- We are seeking language that would establish the 2012-2013 REACH year as a ‘baseline’ and require a Union-Board committee on Evaluation to approve future changes to the rating system.
- The Union opposes midyear summative evaluations because they cannot possibly adequately assess an entire year of performance, including the fact that one key assessment measure is student test scores which are only available at the end of the school year.
- The Union is seeking to change the Board's proposal in which two “Needs Improvement” ratings in a row become an automatic “Unsatisfactory” rating. The Union is concerned that in changing the current “Satisfactory” rating to a “Needs Improvement” designation the Board increases the likelihood that teachers who have an average rating will be unfairly dismissed.

Detailed Descriptions of Bargaining Positions as of August 22, 2012; check with your delegate and the CTU website (www.ctunet.com) for further updates.

The following chart summarizes the open issues. A more complete description of the issues involved in Teacher Evaluation can be found on the CTU's website.

Subject	Differences that are contained in REACH	Not Addressed or addressed in less detail in REACH
Local School Criteria	CTU: Local School Criteria not allowed CPS: Allowed in extenuating circumstances; further discussion in joint committee	
Student Growth for teachers in non-tested subjects?	CTU: Non-classroom teachers not evaluated on student growth CPS: Plan to identify student learning measures for use starting 2013-14	
Orientation	CTU: Orientation provided by qualified evaluator CPS: Orientation provided by ILT	CTU: Teachers hired late receive orientation within 30 days
PD	CTU: 12 PD days for evaluation, incorporated within school year CPS: 9 PD and orientation days, assuming 5 days before school	CTU: Completion of PD plan as evidence of improvement CTU: Teacher-driven, collaborative PD; Fund and accredit Union PD
Future changes in Evaluation Plan?		CTU: No changes without agreement
Observations	CTU: Dates for observations mandatory CPS: Dates "best practice" CTU: All teachers observed 4 times CPS: Four observations are "best practice" for PATs and low-rated tenured	CTU: Summative Rating given at end of school year CTU: Advance notice; Length of pre-conference; Calibrator notes provided to CTU; length of post-conference; privacy
Final ratings given when?	CTU: Only end of year summative ratings CPS: Mid-year summative ratings allowed	
PAT's		CTU: PAT cannot be non-renewed if evaluation procedures not complied with
New Principals		CTU: New principal needs 5 months before he/she evaluates
Rating cycle	CTU: Tenured teachers with Excellent and Proficient (Superior and Excellent) ratings evaluated every other year CPS: Only Excellent (Superior) ratings evaluated every other year	
Appeal Process?		CTU: District-level appeals process for Unsat. ratings CPS: Agrees to a district level appeal but limits appeal to extreme discrepancy between Student Growth and observations

Detailed Descriptions of Bargaining Positions as of August 22, 2012; check with your delegate and the CTU website (www.ctunet.com) for further updates.

New Articles/Other Open Issues. Please note that there are many other open issues that did not fit into this summary. The union's more comprehensive list of demands was distributed to delegates in December, and the CTU's "Final Offer" submission for Fact Finding is available on-line.

Texts and Supplies: "Each fiscal year, the Board shall appropriate sufficient funds to each school or unit to reimburse teachers, clinicians and speech-language paraeducators up to \$250.00 per employee for instructional supplies and materials, classroom library books and therapeutic materials purchased by them for student instruction and support."

Management Rights. The Board has proposed the following management rights clause:

Employer Authority. The Board retains the exclusive right, authority and responsibility to manage its operations, develop its policies, determine the scope of its operations, adopt a budget and decide the manner in which it exercises its constitutional and statutory functions and otherwise fulfills its legal responsibilities. Except as may be restrained or limited by a specific and express provision of this Agreement, the Board shall not be required to bargain collectively over matters of inherent managerial policy as defined by the *Illinois Educational Labor Relations Act* or the *Illinois School Code*, including, but not limited to, the following areas of discretion: (a) the functions of the Board; (b) the Board's overall budget; (c) the Board's organizational structure, including the creation, modification or elimination of departments, divisions, offices, sections and positions and the allocation or reallocation of the work to be performed therein; (d) decisions to eliminate work or relocate, subcontract, contract out or transfer work to a third party for one or more services otherwise performed by bargaining unit employees and the procedures for obtaining such contract or the identity of the third party; (e) decisions regarding the implementation of new technologies and methods of operation and decisions concerning the use of technology to deliver educational programs and services and staffing to provide the technology; (f) the retention of consultants, specialists and other skilled professionals on a contract or project basis; (g) the size and composition of the work force; (h) the selection, examination and classification of new employees and the establishment of hiring standards; (i) the hiring, evaluation, transfer, promotion, demotion, layoff or reduction-in-force, reappointment or recall, discipline and discharge of employees; (j) the educational or training programs provided to employees; (k) the direction and scheduling of employees; (l) the assignment of work to employees whether on a straight-time or overtime basis; (m) production and quality standards, standards of service and performance expectations of employees; (n) the development and implementation of rules, regulations, policies and procedures governing employee conduct, job performance and other conditions of employment; (o) decisions to determine class size, class staffing and assignment, class schedules, the academic calendar, the length of the work and school day, the length of the work and school year, hours and places of instruction or pupil assessment policies; and (p) decisions concerning the use and staffing of experimental or pilot programs.