

Key Contract Issues

Our brothers and sisters throughout the country have been told that corporate “school reform” was unstoppable, that merit pay had to be accepted and that the public would never support us if we decided to fight. Cities everywhere have been forced to adopt performance pay. Not here in Chicago! Months ago, CTU members won a strike authorization vote that our enemies thought would be impossible- now we have stopped the Board from imposing merit pay! We preserved our lanes and steps when the politicians and press predicted they were history. We held the line on healthcare costs. We have tremendous victories in this contract; however, it is by no means perfect. While we did not win on every front and will need to continue our struggle into the future; we soundly defended our profession from an aggressive and dishonest attack. We owe our victories to each and every member of this rank and file union. Our power comes from the bottom up.

The chart below is a side by side comparison that demonstrates how far we’ve come in these tense, protracted negotiations with the Board:

Subject	Board’s original position	Eventual Tentative Agreement
Length of Day	7 hour, 40 min day	7 hour day for elementary teachers 7 hour and 15 minutes for high school teachers.
Staffing & Curriculum	No additional staff, no expansion of curriculum, no coverage for recess, preps, etc	<ul style="list-style-type: none"> • Over 600 additional positions overwhelmingly in art, music, & PE. Memorialized so positions remain beyond interim agreement • Proposed but not yet accepted: additional social workers and nurses if we receive gambling money from the state. • Workload committee for special education providers to find solutions for large workloads.
Professional Development	<ul style="list-style-type: none"> • Mandatory Friday afternoon / early evening or Saturday PD, 75 min a week 	<ul style="list-style-type: none"> • Eliminated the night and weekend PD requirement
Duration of Contract	5 year agreement, ensuring labor peace until after the next mayoral election	3 year agreement putting our next contract campaign right in the midst of the next Mayoral election campaign possible 4 th year with 3% TBD by the UNION
Health Care	<ul style="list-style-type: none"> • Nearly 40% increase for families and couples • Wellness program that further penalized smokers • Proposed increases in ER co-pays 	<ul style="list-style-type: none"> • Freeze on health care premiums and co-pays for all members

<p>Sick Pay Short term disability Maternity/Paternity</p>	<ul style="list-style-type: none"> • Eliminate sick day accrual altogether. Eliminate banked time pensionability. Provide for short term disability leave for up to 90 days with pay. 	<ul style="list-style-type: none"> • Current bank is maintained. Can still be cashed out at retirement. • Future unused sick days are still pensionable and can be banked up to 40 for use as short term disability or maternity. • New short term disability and maternity benefit: up to 30 days at full pay; next 30 days at 80% pay; next 30 days at 60%. • Cannot be disciplined or harassed by principal for use of these benefits • Additional longevity days • Paternity leave (not fully agreed upon yet, but we have a verbal commitment)
	<ul style="list-style-type: none"> • Continue to allow principals to have unfettered power over our work lives 	<ul style="list-style-type: none"> • Anti-bullying clause that prohibits abusive and demeaning conduct by principals.
<p>Evaluation</p>	<ul style="list-style-type: none"> • High stakes evaluation from year 1 • Evaluation plan that resulted in only 55% of rating based on teacher practice, and 45% based on student standardized test scores and student survey • Forces union members to evaluate each other, i.e. via department chair, etc. 	<ul style="list-style-type: none"> • Year 1 is “no stakes” advisory • Preserved 70% of rating for teacher practice—the best allowed by law. • Appeals process for unsatisfactory ratings or 2nd “needs improvement.” 1st time ever. • No evaluation by your colleagues • Insertion of student survey by choice only—no longer mandatory part of evaluation—will ONLY be added IF the joint committee agrees to it
<p>Salary</p>	<ul style="list-style-type: none"> • One time 2% raise with no guaranteed raises for following 4 years. • Complete removal of steps and lanes • Ill-defined merit pay scheme for final two years, with details to be worked out post contract settlement • Wage reopener that would have allowed for taking future raises by declaring a “fiscal emergency” (as was done with the 4% raise) • Addition of “career ladders” that would pit one member against another 	<ul style="list-style-type: none"> • Year 1 - 3% • Year 2 – 2% • Year 3 – 2% • If we choose to agree to 4th year – 3% • Lanes restored • Steps restored with modified schedule—maintains total value while putting more money into steps 14, 15, and 16.

Clinicians	Nothing	<ul style="list-style-type: none"> • Private meeting space • 1 hour daily prep • Locked cabinet • Workload protection – any new paperwork mandates require • Access to printers and other office supplies they used to have to buy themselves
Recall	Nothing – claimed illegal	<ul style="list-style-type: none"> • 50% of all new hires must be from displaced pool • Economic penalty to Board if displaced quota is not met, must provide Appendix H benefits to Displaced members by seniority.
Testing		<ul style="list-style-type: none"> • Substitute is provided for one-on-one testing (such as Dibels) or if providing testing accommodation and modifications for testing of special education, ELL and other students.
Supplies	<ul style="list-style-type: none"> • \$100 of supply money • Text-Books are provided whenever available 	<ul style="list-style-type: none"> • More than double annual supply money to \$250 • Text Books are available for distribution on day 1 of school
Grievance	<ul style="list-style-type: none"> • Radically cut the definition of a grievance 	<ul style="list-style-type: none"> • Maintained the existing definition of a grievance • Allows delegates to bank their monthly union prep period and attend day-long union professional development
Discipline	Status quo: suspensions without pay, no ability to grieve discipline	<ul style="list-style-type: none"> • Suspensions without pay eliminated • Arbitration and mediation of disciplinary decisions at step prior to dismissal
Class Size	<ul style="list-style-type: none"> • Remove all reference to caps on class size • Remove all money allocated to class size reductions by class size committee 	<ul style="list-style-type: none"> • Current class size language protected • Won \$500,000 for class size reductions

Appendix H - Layoffs	<ul style="list-style-type: none"> • 12 week payout Or • 20 week reassigned pool • PAT – Day to Day sub for 20 weeks 	<ul style="list-style-type: none"> • 12 week payout Or • 40 weeks in Reassigned Pool (20 weeks at regular pay and 20 weeks at cadre pay)
Racial Diversity	<ul style="list-style-type: none"> • Wanted to remove and prevent any reference to race in contract 	<ul style="list-style-type: none"> • Board must promote racial diversity in hiring
Management Rights	<ul style="list-style-type: none"> • Expand the management rights clause immensely from one paragraph to two pages that eliminates our right to discuss staffing, subcontracting, class size, selection of new employees, length of day and year, assessment policies, class-size, etc. 	<ul style="list-style-type: none"> • Eliminated all of the Board's additional language.
Assault Leave	<ul style="list-style-type: none"> • Wanted to eliminate full pay and benefits for members on assault leave and instead provide workers compensation at 2/3rds pay. 	<ul style="list-style-type: none"> • Preserved assault leave benefit
Special Education Classroom Assistant	<ul style="list-style-type: none"> • Continue to move our teacher assistant members into SECA classifications regardless of their actual job duties. 	<ul style="list-style-type: none"> • CPS will no longer be able to classify non-diapering and feeding Teacher Assistants as SECAs.
Special Education and Caseload	<ul style="list-style-type: none"> • Refusal to lower the caseloads of special education teachers to ensure compliance with state law and best practices 	<ul style="list-style-type: none"> • We have established a committee that will be able to hire new special education teachers with \$500,000.00 per year of the agreement.