

AGREEMENT
Board of Education
School District No. 152 1/2
Hazel Crest, Illinois

and

Service Employees International Union, CtW
Local No. 73

2019-2022

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LABOR CONTRACT AND WORKING AGREEMENT BETWEEN
BOARD OF EDUCATION, SCHOOL DISTRICT 152 1/2,
HAZEL CREST, ILLINOIS, AND SERVICE EMPLOYEES
INTERNATIONAL UNION, C!W, LOCAL NO. 73

THIS ORIGINAL AGREEMENT made and entered into this 15th day of March, 1973 and modified thereafter from time to time, by and between the Board of Education, School District 152 1/2, Hazel Crest, Illinois, hereinafter referred to as the "Board" or "Employer" and the Service Employees International Union, C!W, Local 73, hereinafter referred to as "Union". It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or difference which may arise and to set forth herein basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment.

There is none and shall not be any individual arrangements or agreements covering any part of this Agreement which is contrary to the terms herein provided.

The parties agree as follows:

ARTICLE I. RECOGNITION

1. The Board recognizes the Union as the sole and exclusive Collective Bargaining Representative concerning wages, fringe benefits, and related working conditions within the District on behalf of regularly employed full and part time custodial educational support personnel, excluding: a) supervisors and b) temporary employees. All management duties will remain with the District's business manager or such other administrator as the Superintendent may designate.
2. All new employees covered by this Agreement shall be considered as probationary employees for a period of one hundred eighty (180) consecutive work days. If an employee completes the one hundred eighty (180) day probationary period, his/her seniority shall begin as of the date of his/her hiring. The District shall have the unconditional right to discipline, lay off, or discharge any probationary employees during said one hundred eighty (180) day period without recourse by the Union or use of the Grievance Procedure by the probationary employees during this period of time.
3. The Board will employ temporary custodians no longer than the following:
 - a. Ninety (90) consecutive work days; or,
 - b. When a temporary custodian is substituting for a custodian on a leave of absence, the length of that custodian's leave of absence;

whichever period is longer.

If a temporary employee hired under 1.3.a. above continues in employment after the 90th consecutive work day, he or she will be deemed to be employed on the 91st day as a regularly-employed, probationary custodian, and the 90 days previously worked will count toward the custodian's 180 work days of probation.

If a temporary employee hired under 1.3.b. above continues in employment after the leave of absence ends, he or she will have up to ninety (90) work days of their temporary service count toward the 180 work days of probation.

ARTICLE II. NONDISCRIMINATION

1. The Union and the Board agree not to discriminate against employees covered by this Agreement because of race, religion, creed, color, national origin, sex, age, marital status, mental or physical disability with respect to tenure or continuity of employment or promotional opportunities. The Board also agrees not to favor one employee over another, with respect to employment opportunities, because of an employee's membership or non-membership in the Union.
2. No employee covered by this Agreement shall be intimidated, coerced, restrained, reprimanded, penalized or discriminated against in any manner because they have exercised their rights and privileges provided for in the terms of this Agreement which include, but are not limited to, the processing of grievances. The Union agrees to admit to membership, to represent, and to treat fairly all employees in the bargaining unit, regardless of membership or non-membership in the Union.

ARTICLE III. BOARD RIGHTS

1. The Union recognizes that the Board has the obligation, right, authority and responsibility under the laws of the State of Illinois to provide for the employment, duties, tenure, discharge, assignment, transfer, promotion, formulation of policy and establishment of working conditions of its custodial employees, as well as the formulation and execution of educational policy.
2. The Board and the Union recognize, understand and agree that the Board cannot enter into any agreement that impairs the authority vested in the Board by law, and that the provisions of any collective bargaining agreement negotiated by the Board with the Union cannot conflict with the provisions of the Constitution of the United States, or the Constitution of the State of Illinois, the United States Code, the *Illinois School Code*, and other pertinent statutes of the State of Illinois, the decisions of the Courts of the United States and the State of Illinois and the rules, regulations and legal opinions of the Attorney General of the State of Illinois, and

must be consistent with the best interests of the students and taxpayers of School District 152 1/2.

3. The Union recognizes that in the operation of the Schools, the Board is governed by the policies, regulations and criteria for the approval, recognition and accrediting of schools promulgated by the Superintendent of Public Instruction of the State of Illinois, the Superintendent, Suburban Cook County Regional Office of Education or its successor office, the North Central Association, and federal agencies whenever and wherever applicable.
4. The Union recognizes the Board's right to direct the operation of the schools within the District, and the Board's right to delegate to its administrators the right to assign, promote, establish work schedules and hours, transfer and discharge personnel and to establish working conditions consistent with the term of this agreement, as well as the formulation and execution of educational policy. The Union also recognizes the right of the Board and Administration to evaluate all employees covered by this Agreement as to their performance on their individual job assignments. The Union shall be provided with a copy of each evaluation which is completed and which relates to the performance of an individual's job assignment; provided, the individual employee first concurs.
5. Although the Board will at all times exercise its exclusive authority, as granted and required by law, to establish policy in all matters relative to the conduct of the affairs of School District 152 1/2, it assures the right to all members of the bargaining unit to constructively contribute their ideas on appropriate matters.

ARTICLE IV. NO STRIKES OR LOCKOUTS

1. The Union agrees not to strike, not to engage in any boycotts, or work stoppages or slowdowns, and not to picket in any manner which would tend to disrupt the operation of any public school in School District 152 1/2 or the Administrative Offices of the Board of Education of School District 152 1/2.
2. The Board agrees not to engage in any lockout of employees represented by the Union, so long as the provisions of Article IV have not been violated.

ARTICLE V. GRIEVANCE PROCEDURE

1. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of this Agreement.
2. An alleged grievance shall be resolved in the following manner:

Step 1. The aggrieved employee, with or without a Union representative, shall take up the grievance or dispute with the employee's immediate supervisor within fifteen (15) working days of the occurrence.

Step 2. In the event that the grievance has not been satisfactorily resolved at the first step, the aggrieved employee or the Union representative shall present the grievance in writing to the Superintendent of Schools, or his designee, within ten (10) working days after the immediate supervisor's response is due. The Superintendent, or his designee, shall respond to the employee or Union representative within ten (10) working days.

Step 3. If the grievance cannot be settled at the second step, the grievance may be submitted by the Union to the Board to be considered at the next regularly scheduled meeting unless an earlier or later date can be agreed upon by all parties. The Board shall have the right to continue the matter for a hearing at a later date or to call a special meeting for that purpose. The aggrieved shall submit a written report of the grievance to the Board within ten (10) working days after the period for response by the Superintendent in the second step. The Board shall respond to the employee or the Union representative within ten (10) working days after the Board reaches a final decision concerning the grievance.

Step 4. If the preceding procedure fails to resolve the grievance or dispute, the grievance may be filed by the Union to arbitration within ten (10) working days after the reply of the Board is received. The parties will request the American Arbitration Association for a recommended list of nine (9) arbitrators for the parties to consider. Within ten (10) days of the parties receiving the list from the AAA, the parties will meet to strike the list. Either party reserves the right to reject a list and request another list prior to meeting to select an arbitrator. The fee of the arbitrator and the necessary expenses of any arbitration proceeding shall be borne equally by the Union and the Board, except that the parties shall pay the fees of its own representation and witnesses.

The function of the arbitrator shall be to determine alleged grievances exclusively covering the interpretation and application of this Agreement. The arbitrator shall have no power to arbitrate away in whole or in part or to add to or subtract from or to change any of the terms or provisions of this Agreement.

The decision of the arbitrator shall be binding upon the parties during the remainder of this Agreement.

3. Nothing contained in this grievance procedure shall preclude an employee from processing a grievance without the assistance of the Union, except that the terms of the settlement of any such grievance shall not be inconsistent with the terms of this Agreement, and the Board shall advise the Union of a settlement of any such grievance reaching the third step, if a Union representative was not present.
4. In the event a member of the bargaining unit commences a proceeding in any state or federal court or administrative agency against the Board and/or member of management, charging the board and/or member of management with an

alleged violation of any of the terms of this Agreement, such remedy shall be exclusive and the said member shall be barred from invoking any remedy by this Grievance Procedure.

5. The general conditions shall include:

- a. Failure of any grievant to act on a grievance within the prescribed time limits will act as a bar to any further appeal.
- b. If the Union and the Superintendent agree, Step 1 of the Grievance Procedure may be bypassed and the alleged grievance brought directly to Step 2 after an informal attempt has been made to resolve the situation.
- c. Permanent records of a grievance shall be filed separately from the personnel files.
- d. The Union shall receive a copy of all official responses.
- e. In the investigation of an alleged grievance, the Union will not interrupt the work schedules of any employee.
- f. The Union and/or grievant has the responsibility of furnishing the Board all pertinent information covering the alleged grievance in Steps 1-3, with no new information being introduced during an arbitration hearing.
- g. Attendance at conferences is limited to parties and their representatives, witnesses, and necessary staff, and such other persons who are mutually acceptable to the parties.
- h. All grievances shall be processed confidentially. Except in connection with the actual investigation and preparation of a response, neither party shall reveal information or make statements concerning the grievance to third persons.
- i. Failure to communicate a decision in writing within the specified time shall permit the grievance to be advanced to the next higher step. Additional time at a specified step of this procedure may be granted by mutual agreement.
- j. Except at Step 4, this Agreement shall not prevent any member of the bargaining unit from presenting a grievance or appeal on his/her own behalf. The Union shall be afforded the opportunity to be present.

ARTICLE VI. SENIORITY AND TERMINATION

1. Seniority shall begin to accumulate from the first day of an employee's fulltime employment in accordance with provisions as contained in Article I of this Agreement. Parttime employees shall not be governed by any seniority provisions.
2. If the size of the work force is decreased, seniority shall govern, and layoffs shall be made starting with the worker with the least seniority. In those cases where there is an increase in the size of the work force, then in determining promotion from one position to another or transfer from one job to another, seniority shall be one factor considered, along with other factors including the ability to perform the work in a new position. The final decision in matters related to transfer and assignments shall remain with the Board upon recommendation of the Superintendent.
3. An employee shall be considered terminated, including losing all seniority rights, under any of the following circumstances:
 - a. If he/she resigns.
 - k. If he/she is discharged and not reinstated through the arbitration procedure if a grievance is processed.
 - l. If he/she is laid off for a period longer than twelve (12) months and is not recalled before the start of the next school year.
 - m. If he/she is absent from work for three (3) consecutive days without an acceptable excuse.
 - n. If he/she fails to report to work within three (3) days when recalled from a layoff.
 - o. If he/she leaves the assignment area without permission and/or knowledge of the supervisor.
4. When dissolution, consolidation, or reorganization of the District, in whole or in part, is recommended and pursued by the Hazel Crest 152 1/2 School Finance Authority during the term of this Agreement, then the School Finance Authority will inform the Union of the content of its final recommendation to the State within fourteen days of its submission. The Board agrees that in its dealings and negotiations with successor school district(s) during the term of this Agreement, it will endeavor to secure continued employment for existing employees on terms and conditions comparable to and no less favorable than the provisions of this collective bargaining agreement. Seniority will govern in the event that comparable replacement positions can not be secured for all Employees.

5. In addition to the circumstances described in paragraph 3 of this Article, above, no employee who has completed his or her probationary period may be discharged or suspended without pay without just cause. The term "just cause" includes, but is not limited to, the violation of any reasonable work rule, regulation, policy or directive of the Board of Education or its duly authorized representative, as well as for dishonesty, theft, inaccurate timekeeping, insubordination, fighting on the job, intoxication, repeated poor job performance, and chronic absenteeism.
6. Except in emergency situations where the continued presence of the employee on school grounds would be detrimental to the best interest of the school, no written or other disciplinary action will be administered without prior notice to the employee and to the chief Union steward or representative.
7. Each September the District shall furnish to the union a list of all bargaining unit employees including their names, job titles, base salaries, dates of hire and work location. There will also be notification given on any change in the bargaining unit.

ARTICLE VII. DISCIPLINE

1. The Superintendent or Business Manager (or their designee) has authority to direct, supervise, evaluate, suspend, with or without pay school based employees with just cause. Discipline is defined herein as formal verbal or written reprimand, disciplinary suspension with or without pay, and more severe disciplinary action.
2. If discipline is contemplated, a bargaining unit member shall be afforded a conference to discuss the incident and contemplated discipline. When discipline is being considered, notice shall be given to bargaining unit member and Union at least one (1) working day before the conference date.
3. The notice shall state: (1) that the conference may result in disciplinary action and shall describe the type of discipline considered; (2) the alleged misconduct which led to the scheduling of the conference; and (3) the date, time and place of the conference. Union shall be given notice and an opportunity to attend. Except in cases of emergency, if the Union representative fails to attend or to request rescheduling before the scheduled meeting time, then the conference may proceed as scheduled.
4. The Conference will be conducted by Superintendent or a designee within the administrative staff of Superintendent. At the conference, the bargaining unit member and/or a Union representative shall be given the opportunity to respond concerning the alleged misconduct. The Superintendent or designee shall report his/her findings and if applicable, the designee will make a recommendation to Superintendent.
5. Discipline will be imposed following the conference and the decision by the Superintendent or Business Manager. Notice of the administrator's decision will be

given to the Employee. No particular form of notice is required. Concurrently, the Union will be advised in writing of the discipline decision. Use of certified mail with return receipt requested is the preferred form for documenting the delivery of such notices to the Union.

6. Bargaining unit members may be suspended without pay for disciplinary reasons for a period of not to exceed 30 working days.

7. Probationary employees under Article I paragraph 2, shall have no seniority and may be terminated during the probationary period without recourse to the grievance procedure. Probationary employees may grieve issues not involving discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of his/her initial start of employment.

8. No anonymous material shall be placed in any bargaining unit member's file. Any derogatory statements or documents placed in personnel file can only be done so after a dated copy is provided to unit member. The employee may respond and have response attached to copy of statement in file.

9. All decisions below the level of Superintendent shall be subject to review and reconsideration by the Superintendent. Only Board decisions involving a suspension of over five (5) days or discharge are arbitrable under this Article. Within five (5) days after the receipt of the decision of the Superintendent regarding discharge or a suspension of over five (5) days, the Union only may appeal a decision to arbitration.

ARTICLE VIII. PAID HOLIDAYS

Custodians shall be entitled to those paid holidays specified in the Illinois School Code plus the Friday after Thanksgiving, Christmas Eve, onehalf day with pay on New Year's Eve (a full day with pay will be granted to a custodian if his/her building has been cleaned to the satisfaction of the Superintendent or his designee) and one full day during the District's spring recess. The Superintendent's designee and Union Steward shall agree on the spring recess holiday each school year. When a holiday, as defined in the Illinois School Code, falls on a Saturday or Sunday, custodians shall be paid time and onehalf for working the Friday before the holiday. Such payment shall be made only to those custodians who actually work on that Friday and for actual time worked. When Christmas, New Year's Day or July 4th (Independence Day) fall on a Saturday or Sunday, the Friday immediately preceding that day, or the Monday immediately following shall be substituted as a paid holiday for personnel who are employed on a twelve (12) month basis. A bargaining unit member shall be eligible for the paid holiday, provided he/she has worked the day before or the day after such a holiday.

ARTICLE IX. PAID VACATIONS

1. Custodians will be allowed to vacation annually during the year upon receipt of the prior written approval of the Superintendent or his/her designee. Custodians may request to schedule up to ten (10) days at a time. Unless waived by the Superintendent or his/her designee, during the school term vacation days will not be taken on the institute day at the beginning of the school year. When multiple vacation requests are presented for the same periods of time, the Superintendent or his/her designee will approve requests in the order received and may disapprove requests when in his/her sole opinion the number of requests will preclude adequate custodial coverage.

2. Five days of vacation with pay will be allowed after employment of one full year. After two years, ten days of vacation with pay shall be allowed. After six years, fifteen days of vacation pay shall be allowed. After eleven years, twenty days of vacation pay shall be allowed.

3. All vacation earned by any employee prior to July 1 of any year shall be used by the employee prior to July 1 of the following year. Any employee who is unable to obtain approval of the desired vacation period, as requested in accordance with paragraph 1, above, or, who for other good cause shown, is unable to take a vacation within the one year period specified herein, shall have the option of carrying over such unused leave into the following year, not to exceed five (5) days per year. No more than five (5) days may accumulate from year to year at any time.

ARTICLE X. SICK LEAVE

1. Absence for personal illness or illness or death in the immediate family, as defined in the School Code, shall be allowed with full pay not to exceed twelve (12) working days for fulltime contractual employees in any school year from July 1 to June 30. Unused sick leave days shall accumulate to 255 days. Employees without accrued sick leave benefits will only be eligible for sick leave as they complete each month of service to the District, with each month being worth one sick leave day. If accrued days are not available then an employee will be docked for the days not worked.

2. In all absences under this Section the employee shall file a physician's certificate with the Superintendent if so directed by the Superintendent. The Superintendent may require the employee to submit to an independent medical examination at Board expense.

3. Absence for sick leave that is not the result of an emergency shall be requested in writing by the employee. Such written request shall be made to the Principal, who will forward the request to the Superintendent for approval.

4. Leave for death in the immediate family shall be limited to a maximum of four (4) days with pay; provided, the days taken are coincident with the date of death or burial. Three of these days will be deducted from the employee's accrued sick days. If the number of accrued days are insufficient and leave is taken, then the employee may use vacation days or be docked for the days not worked in excess of one day. All other

leave due to the death of a relative, who is not defined as an "immediate family" member in the School Code, must be approved in advance by the Superintendent and will be eligible for consideration provided sufficient sick leave has been accrued from which the requested leave days can be deducted.

ARTICLE XI. PERSONAL LEAVE FOR FULLTIME EMPLOYEES

Every employee covered by this Agreement shall be eligible for up to three (3) days leave per year for the purpose of transacting or attending to personal business which can only be transacted during school hours. No more than two of said personal leave days may be taken when school is in session. The employee must submit the form supplied by the District to the Principal two school days prior to taking personal leave. Employee need only state "personal business" on the form in order to obtain said leave. If the form is not submitted two school days prior to the leave date, personal leave will only be granted at the Superintendent's discretion. Personal leave shall not be granted on a day prior to or a day after a holiday without prior approval of the Superintendent. Personal leave days shall not accumulate. Unused personal leave days shall be added to an employee's sick leave days.

ARTICLE XII. INCLEMENT WEATHER

If at any time the school is closed to student attendance due to inclement weather, custodians are expected to make all reasonable efforts to report to work and shall be paid their normal rate of pay for every hour actually worked, unless overtime at the rate of time and one-half is due because the employee has actually worked over forty hours during the pay period. In some cases of inclement weather, employees may be called into work at times other than their regular shifts to help prepare the schools to open. In these cases, employees will be paid at time and one-half (1 ½) whether they have actually worked more than forty (40) hours during the workweek.

ARTICLE XIII. INSURANCE

The Board shall make available for custodians in School District 152 1/2 an insurance program which shall provide group hospitalization and group major medical expense insurance and dental insurance and shall further provide term life insurance for each custodian in the amount of \$50,000. The hospitalization policy shall include the following benefits:

Years 1, 2, and 3

- Employees taking HMO single coverage will contribute no less than \$200 a year.
- Employees taking PPO single coverage will contribute no less than \$300 a year.

- Increases in premiums of more than 10% from one year to the next will be split equally between the employee and the Board, except that in no event, will an employee pay more than \$500 a year for single insurance coverage.

Per the current program the Board will offer dependent coverage at the employee's expense.

ARTICLE XIV. SALARIES

The custodian's salary schedule for the three years of this agreement shall be described in Appendix A to this contract. Pay and benefit increases will be retroactive to July 1, 2019.

ARTICLE XV. OVERTIME

1. Prior approval for overtime pay must be granted by the Superintendent or his designee. A record of overtime shall be maintained by the immediate supervisor and turned into the Business Manager. Final approval must be granted by the Superintendent. Time and one-half after forty (40) hours will be paid provided it does not violate State Law. The normal work week will be Monday through Friday. All time actually worked over forty (40) hours per week will be eligible for overtime which will be paid at the rate of time and one half unless the overtime is earned for work performed on Sundays or holidays. In that event, the overtime rate of pay will be twice the employee's regular rate of pay.
2. When Employees are asked to perform additional special assignments which exceed the scope and skills ordinarily required in their regular assignment, they will inform the Business Manager or his/her designee that the required work should be contracted out to qualified vendors or outside tradesmen. The Business Manager will arrange for performance of the special assignments by non-school employees. When an additional assignment is requested which is within the usual skills of the custodian and is to be done outside the employee's ordinary work day, then these assignments will be performed on an overtime basis; provided, that employee has worked a minimum of 40 hours during that work week.
3. Employees who are required to work shall be paid in accordance with the Fair Labor Standards Act. Employees will not have the option to be compensated in the form of compensatory time.

ARTICLE XVI. UNIFORMS

The Board agrees to issue uniforms to its employees covered by this Agreement. Uniforms shall consist of two long sleeve and two short sleeve shirts. A uniform shirt shall be worn whenever an employee is on duty.

ARTICLE XVII. CHECKOFF OF UNION DUES & RELATED PAYMENTS

1. Upon receipt of a lawfully executed written authorization from an employee, the District shall, during the term of this Agreement, or until such authority is revoked by the employee, deduct payments to Local No. 73, Service Employees International Union, in the amounts designated by the employee. Such deduction or deductions shall be made from the employee's first pay of each month and from his succeeding pay in each month, if necessary, and shall be remitted by the District to a Local No. 73 official designated by the Union in writing to receive such funds. Local No. 73 Union shall refund to the District or to the employee any deductions which may be deducted erroneously or any money which maybe remitted erroneously to the Local No. 73 Union.
2. The Union agrees to indemnify and hold the District harmless against any and all claims, suits, orders, or judgments against the District resulting from any action taken or not taken by the District pursuant to the provisions of this Article. Changes in the amount of the deduction may be made only twice each calendar year by each employee.
3. Employees may be required to travel on school business to locations within the District when they are given assignments at multiple buildings. In such cases, the employee will be reimbursed for use of their own vehicle at the current maximum rate used by the IRS for calculating business auto expense deductions. Mileage will be calculated for the business travel required within the District between assigned schools. Employees will be reimbursed monthly based upon claim forms filed with the District by the employee which describe the date and duration of business travel and its purpose.
4. The Union has established a political action committee which is called SEIU COPE. Union members may contribute voluntarily to this committee to support the political activities of the Union. The Employer agrees to deduct the contribution amount established by the committee per pay period, from the wages of employees who voluntarily authorize in writing such deductions. Such amounts shall be forwarded thirty (30) days after the close of the pay period for which the deductions are made.

ARTICLE XVIII. WORKING HOURS FOR FULL AND PART TIME EMPLOYEES

1. A parttime custodial educational support person, as recognized in this Agreement, is one who is employed to work on a regular basis less than forty (40) hours per week; but at least twenty (20) hours or more per week. A full time custodial educational support person is one who is employed to work at least thirty-five (35) hours per week.

2. If the major medical insurance carrier approves having part time employees as part of the plan, then the Board shall make the plan available to eligible parttime employees.

3. Parttime employees shall receive personal leave days, sick leave days, vacation days, and holidays on a prorata basis according to their hours of regular employment. Such a list of prorata distribution of these benefits shall be developed by the Superintendent's Office at least once each year and distributed to the affected parttime employees, with a copy to the Union.

4. The regular daily work shift will be eight (8) hours in length, including seven and one-half (7½) hours of paid duty, and a thirty (30) minute unpaid lunch period. The normal starting time for the day shift and the normal evening shift starting time will be set by the Superintendent following the development of a new staffing plan. The Business Manager, in consultation with the employee, may adjust any individual's starting time.

5. **Shift Changes and Assignments:**

- a. Shift changes will not be used for disciplinary purposes.
- b. When a vacancy exists the Board will allow employees to apply for the position and will fill the opening based on qualifications, skill set, and experience. Where two or more custodians' qualifications, skill sets, and experience are equal, the more senior custodian will fill the vacancy. The Board's determination about an employee's qualifications, skill sets, and experience will not be made arbitrarily or capriciously.
- c. Two or more custodians who wish to permanently exchange shifts may submit their request, in writing, and with reasons, to the Superintendent or his or her designee.

ARTICLE XIX. TUITION REIMBURSEMENT

The Board of Education agrees to pay the tuition or course charges for classes which are taken by an employee, related to his or her job, and (1) which either the District asks the employee to take, or (2) which the employees asks the District to pay for and which the District agrees in writing to pay for prior to the classes being taken.

ARTICLE XX. TERMS OF AGREEMENT

1. Period Covered Terms of Agreement

This Agreement shall become effective the 1st day of July, 2019 and shall remain in full force and effect through midnight on the 30th day of June, 2022.

2. Content of Agreement

It is agreed that this instrument contains the full and complete Agreement between the Board and the Union on all bargainable issues, and neither party shall be required, during the term of this Agreement, as specified in Article XX, Section 1, to negotiate or bargain upon any issue. All prior Agreements, conditions and benefits are void and of no force and effect. Subject matters not referred to in this Agreement shall not be considered as part of this Agreement.

3. Changes

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a ratified written amendment.

4. Separability

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

5. Negotiations

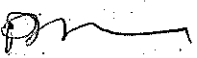
During the last year of this Agreement, either party desiring to amend or terminate this Agreement shall give written notice to the other party prior to May 1, 2022. Said notice shall specify that portion or portions of the Agreement the party seeks to amend. This Agreement shall remain in full force and effect during the negotiations concerning proposed amendments to this Agreement.

ARTICLE XXI. ACCEPTANCE

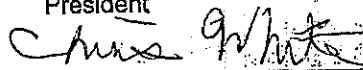
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2019, effective date being July 1, 2019 and ending at 12:00 a.m. on June 30, 2022.

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL NO. 73 CIW

BOARD OF EDUCATION, HAZELCREST
SCHOOL DISTRICT NO. 152 1/2

By: 

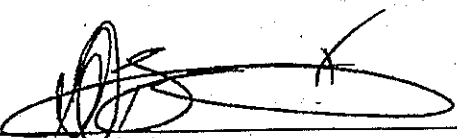
President



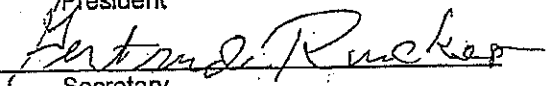
Business Agent

Bargaining Committee

Bargaining Committee

By: 

President



Secretary

Appendix A

1. Employees will be paid as follows:

- 2019-2020 – Employees hired before April 1, 2019 will receive a 3.0% raise.
- 2020-2021 – Employees hired before April 1, 2020 will receive a 3.0% raise.
- 2021-2022 – Employees hired before April 1, 2021 will receive a 3.0% raise.

2. Starting base salary will be as follows:

\$14.20 in the 2019-2020 year;

\$14.40 in the 2020-2021 year;

\$14.60 in the 2021-2022 year.