

AGREEMENT

WORKING CONDITIONS
&
WAGE SCHEDULE

BETWEEN

BOARD OF EDUCATION
DECATUR PUBLIC SCHOOL DISTRICT 61

AND

SERVICE EMPLOYEES
INTERNATIONAL UNION

LOCAL NO. 73
MAINTENANCE "B" TEAM

October 9, 2018

TO

June 30, 2021

Contents

ARTICLE I.....	2
RECOGNITION.....	2
ARTICLE II.....	3
GRIEVANCE PROCEDURE.....	3
ARTICLE III.....	5
SENIORITY.....	5
ARTICLE IV.....	7
DISCIPLINE, DISCHARGE AND SUSPENSION.....	7
ARTICLE V.....	10
COMPENSATION AND INSURANCE.....	10
ARTICLE VI.....	11
OVERTIME.....	11
ARTICLE VII.....	12
VACATION AND HOLIDAYS.....	12
ARTICLE VIII.....	13
SICK, FUNERAL, COURT LEAVE, AND PERSONAL DAY.....	13
ARTICLE IX.....	15
LEAVES OF ABSENCE, DISABILITY, EXTENDED ILLNESS.....	15
ARTICLE X.....	16
INJURY COMPENSATION.....	16
ARTICLE XI.....	16
WORKING CONDITIONS.....	16
ARTICLE XII.....	19
MISCELLANEOUS.....	19
ARTICLE XIII.....	21
LIMITATIONS.....	21
ARTICLE XIV.....	21
APPROVAL OF AGREEMENT.....	21
ARTICLE XV.....	21
MEDIATION.....	21
ARTICLE XVI.....	21
PERSONNEL FILE.....	21
WAGE SCHEDULE A.....	22

ARTICLE I RECOGNITION

1. This is a statement of wage schedule and working conditions, hereafter referred to as Agreement, between the Decatur Public School District #61 Board of Education and the Service Employees International Union, Local #73, covering wages and general working conditions of employees affiliated with Local #73 who are employed in Decatur Public Schools, hereafter referred to as the School Board. This Board recognizes Local #73 for the classification of employees known as Maintenance, "B" Team. If at any time the Board, in its discretion, chooses to reestablish the position(s) of "lead man" and/or "master mechanic," or positions performing substantially the same duties, the Board shall meet and negotiate with SEIU Local #73 the respective wage rates for these positions, and these positions shall become part of this Collective Bargaining Agreement.
2. The contents of this Agreement shall continue from year to year unless either party notifies the other in writing at least one hundred twenty (120) days prior to the contract's expiration of June 30 of their desire to change, alter or modify the contents of the Agreement. Both parties shall meet at least sixty (60) days prior to June 30 of the contract's expiration, to discuss the proposed modifications.
3. Both parties hereby agree that this Agreement covers all work performed by the maintenance employees as scheduled and that for the purpose of clarification of any clause that might hereafter be in question, a statement covering the intent of such clause should be agreed upon by both parties, attached hereto, and made a part of this Agreement. Maintenance work shall be construed as follows: repairing, altering, adjusting, replacement of equipment, buildings, grounds, and installations, or new building construction, as directed by the Board of Education.
4. Dues Deduction
 - A. MEMBERSHIP. Upon receipt of a signed authorization card from an employee employed in the bargaining unit, the employer shall deduct the amount of Union dues set forth by the Union and any authorized increase therein, and shall remit such deductions monthly to the Secretary-Treasurer of the Union at the address designated by the Union in accordance with the laws of the State of Illinois until such time as the Union advises the District that the employee has revoked such authorization. The Union shall advise the Employer of any increase in dues, in writing at least fifteen (15) calendar days prior to its effective date.
 - B. NOTICE AND APPEAL. The union agrees to provide notices and appeal procedures to employees in accordance with applicable law.
 - C. DEDUCTIONS. The Employers agrees to deduct each month, union dues, assessments, and union sponsored benefit program contributions from the pay of those employees who are union members and who individually, on a form provided by the union, request in writing that such deductions be made. The union shall certify the current amount of union deductions. A union member desiring to revoke his or her current union membership, may do so by written notice to the Employer and the Union.
 - D. COPE. The Employer agrees to deduct from the pay of those members who individually

request it voluntary contributions to the SEIU Local 73 COPE Fund. The Union shall notify the Employer of the pay period amount that is to be deducted, and shall provide proof of the employee's request for the deduction. Such amounts shall be remitted to the Union every pay period until the employee directs the Employer that such deductions discontinue.

E. **WEB-BASED AND ELECTRONIC SIGN-UPS.** The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded telephone calls, by submitting to the Union an online deduction form authorization, or by another means of indicating agreement allowable under state and federal law. The Parties acknowledge and agree that the term "written authorization" and any similar term used in this Agreement includes authorizations created and maintained by the use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE Funds, subject to the requirements of state and federal law.

F. **HOLD HARMLESS.** In the event of any legal action against the Employer or its agent(s) is brought in a court or administrative agency because of Employer's compliance with this Article, Union agrees to defend such action, at its own expense and through its own counsel, provided the Employer or its agent(s) gives timely notice of such action in writing to Union and permits Union intervention as a party if it so desires. The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer and its agent(s) from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's good faith compliance or attempted compliance with this Article.

5. The School Board and Local #73 have a common and sympathetic interest in the Decatur Public School system; therefore, harmonious relations are necessary to improve and maintain efficient organization in the school system. Confidence and mutual understanding between the respective parties will help to promote more efficient operation of the school system.

6. The School Board, through its appointed representative, shall negotiate with Local #73 maintenance employees represented by a bargaining committee designated as "B" Team.

ARTICLE II

GRIEVANCE PROCEDURE

1. A grievance shall mean a written complaint by a member of the bargaining unit that there has been an alleged violation, misinterpretation, or misapplication of working conditions, fringe benefits, or wages, specified in this Agreement.

2. The purpose for this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise.

3. All grievance proceedings, but not necessarily the grievance itself, shall be kept confidential,

and the proceedings shall be informal, as is mutually agreeable. Records shall be kept by all parties to the grievance. The number of days indicated in each step listed below shall be considered the maximum allowable to all parties, and every effort shall be made to expedite the proceedings. Time restrictions herein may be extended by mutual agreement. The employee(s) and the employer agree to follow the procedures outlined in the following steps:

Step 1: Any Claim shall first be presented in writing to the most immediate supervisor, within five (5) working days of event, or five (5) working days of employee's knowledge of event. The Supervisor will respond to the oral grievance within five (5) working days from notice of the oral grievance.

Step 2: Failing to reach a satisfactory agreement, the employee shall discuss the grievance with the Chief Steward or his/her designated representative. The Chief Steward may designate an assistant steward for each shift to handle grievances in his/her absence. If the Chief Steward has a grievance, the Business Agent may represent him/her.

Step 3: If a satisfactory resolution of the claim cannot be reached through the Chief Steward, then a formal written grievance shall be presented by the Chief Steward or his/her designee to the Director of Buildings and Grounds within ten (10) working days of the original filing with the supervisor. The formal grievance and the administrator's reply shall be in writing in duplicate (2) on the forms provided.

In stating his/her grievance the employee must specify the Article and Section of this Agreement which was allegedly violated, and give pertinent evidence in support of his/her grievance.

Step 4: All copies of grievance must be signed by the employee. The Director of Buildings and Grounds shall certify with his/her signature the date and hour of receipt of the grievance. This certification shall be witnessed by the Chief Steward, or his/her designee.

Step 5: The Director of Buildings and Grounds shall within five (5) working days of receipt of grievance present his/her reply to the Chief Steward or his/her designee. The Chief Steward shall certify with his/her signature the date and hour of receipt of the reply. This certification shall be witnessed by the Director of Buildings and Grounds.

Step 6: The grievance shall be regarded as settled and closed five (5) working days after receipt of the reply from the Director of Buildings and Grounds, providing the employee has not signed and presented to the Director of Human Resources the form for appeal.

4. If the employee wishes to appeal the reply of the Director of Buildings and Grounds, he/she shall within five (5) working days request a meeting with the Director of Human Resources. The Director of Human Resources or his/her representative will then schedule a meeting with the claimant, Chief Steward, and/or Business Agent, and/or Union President, and other District representatives so designated by the Director of Human Resources at a time convenient to all parties. The decision of the Director of Human Resources shall be sent to the

Chief Steward within five (5) days following the meeting.

5. If the union wishes to appeal the decision of the Director of Human Resources, he/she must request within five (5) working days of receipt of the decision of the Director of Human Resources that the grievance be referred through the Superintendent of Schools to binding arbitration.

BINDING ARBITRATION

Upon request of the grievant and the Union, the unresolved grievance will be referred to binding arbitration. The arbitration shall be conducted by an arbitrator to be selected by the Board and the Union. If the parties are unable to agree upon an arbitrator within seven (7) days, the parties shall jointly request the American Arbitration Association to provide a list of arbitrators. Each party will strike unacceptable names from the list and number the remaining names in the order of preference. The American Arbitration Association will select an arbitrator receiving the lowest composite ranking. If no name was preferenced by both parties, then both parties will proceed in accordance with the rules of the American Arbitration Association.

The decision of the arbitrator will be binding on both parties.

The arbitrator shall have no power to alter the terms of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Union. His/her decision must be based only upon his/her interpretation of the meaning or application of the language of this Agreement.

Expenses for the arbitrator's services will be borne equally by the Board and the Union.

ARTICLE III SENIORITY

1. Maintenance personnel shall have seniority dating from their last date of employment as a maintenance person. Should a reduction of force or abolishment of a job be necessary, the youngest in seniority shall be the first to be laid off. The last employee laid off shall be the first employee to be recalled. Each laid off employee shall be entitled to callback rights for eighteen (18) months from the last day of employment.
2. For the purposes of determining longevity and vacation entitlement, seniority shall be based on the last date of employment with the District.
3. A job shall be considered vacant only for the following reasons:
 - A. Resignation or discharge of employee from a job.
 - B. Death of employee holding a job.
 - C. Jobs that are left vacant by an employee bidding another vacancy within the district.
 - D. Creation of a new job.
 - E. Job declared vacant due to retirement of employee.

The applicant who is awarded the job shall be entitled to a trial period of ninety (90) calendar days during which he/she may be disqualified if unable to show enough ability to continue on the job. Any disqualification shall be subject to grievance (except probationary employees).

4. All job openings, job creations or positions will be awarded to the employee with the most maintenance seniority, provided the job or task is within the skills, training and education of the bidder. When in the judgment of the Director of Buildings and Grounds or his/her designee, a particular job task requires special training, the Director will first post a voluntary sign-up sheet for the training. The selection of volunteers will be on the basis of seniority of those employees holding such license or certificate. If there are not enough volunteers for the required training, employees will be selected by inverse seniority of those employees holding such license or certificate.
 - A. Shift preference will be given to all maintenance employees on the basis of maintenance seniority for each line of work required on each shift.
 - B. Once a shift choice has been made by an employee, it may be changed for the following reasons:
 - i. A need for additional employees on another shift on a temporary basis as approved by the Director.
 - ii. To fill a vacancy created on another shift.
 - iii. A request by the employee due to personal reasons and subject to the approval of the Director.
 - iv. As a necessity for the attendance of job-related school.
 - v. A shift change as needed when school is not in session.
 - C. When maintenance employees in the same line of work are needed to be transferred from one shift to another, those with the lowest maintenance seniority will be transferred first.
5. Custodians desiring a maintenance position shall make online application for maintenance openings. Any custodian who is disqualified during the probationary period for a maintenance position shall return to whatever vacant equivalent position he/she left or he/she shall bump the custodian with the least seniority in said classification providing the custodian has more seniority than the member he/she bumps.
6. Probationary members. All new employees shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The School Board, through its appointed representative, shall have the right to discharge any employee in such status and no grievance shall arise therefrom. After members have completed their probationary period, their names shall be placed on the seniority list and seniority shall start from the date of hiring. Temporary employees shall not work more than ninety (90) days during summer months only, or days worked during temporary assignment shall count toward the ninety (90) day probationary period.

7. Before employing new personnel, the Board must recall any member who has been laid off. Said member, upon being notified by certified mail, must report his/her intention to return within seven (7) calendar days to retain seniority and must report for work within one (1) week from date of filing the intention to return. Failing to comply, he/she will waive all right of employment. A member on disability shall report for work on the first work day following release by the attending physician, and failing to report he or she will waive all right to employment.
8. Any member serving in the armed forces under a national emergency shall suffer no loss of seniority rights or other privileges due to the time lost in the service of his/her country. Seniority for returning veterans shall be dated from his last date of hire before entering the service with credit given for time in the service of his country. Members shall make written request to return to work within thirty (30) days following date of discharge from service.
9. Each employee shall file with the Director of Buildings and Grounds, on a form supplied on July 1 of each year by the District, his/her shift preference. This form shall be called the shift preference card.
10. Should a position within the maintenance group become vacant and unassigned, the school board shall fill that position within 45 days of the date in which the opening occurs.

ARTICLE IV
DISCIPLINE, DISCHARGE AND SUSPENSION

PERFORMANCE OF DUTIES

1. It is hereby agreed that all members of Local #73 shall comply with all working rules and perform in a satisfactory manner the duties assigned and in the manner prescribed by their supervisors.
2. At its option the School Board, through its appointed representatives, may suspend rather than discharge an employee if in their opinion the situation warrants such action. The maximum period of such suspension shall be ninety (90) days. In determining whether an employee should be discharged or suspended, the School Board will consider the Employee's employment record and any other pertinent information, and their decision shall be final.
3. The discharge or suspension of an employee shall be handled in the following manner:
 - A. When the School Board or its representative determines to discharge or suspend an employee for cause, he/she shall be suspended immediately and subsequently given a written notice indicating either discharge or suspension.
 - B. If an employee feels he/she has been unjustly dealt with and a hearing is desired, Local #73 shall notify the Superintendent of Schools in writing seventy-two (72) hours, exclusive of Saturday, Sunday, and holidays, of the hour of discharge or suspension. The Superintendent shall arrange for a hearing within forty-eight (48) hours from the time of receipt of written notice and proceed according to Sections 4 and 5, Article II. Section 4 shall be completed within five (5) days and Section 5 shall be completed within ten (10) days after Section 4. (Time periods may be extended by

mutual agreement of the School Board and Local #73.) If it is determined that the employee has been unjustly dealt with, the School Board will reinstate the employee in his/her job with all former rights and privileges restored, and will pay the employee all lost earnings.

4. Three (3) calendar years from the issuance of any letter of reprimand or written warning, an employee may file a written request to the Department of Human Resources for the removal of such reprimand or warning. The Department of Human Resources shall remove such reprimand or warning except as provided below. Any written notice of complaint issued under the provisions of 5.B hereof will remain in the employee's file. Any reprimand which does not expose the District to long-term liability shall be removed from the personnel file. Written warnings removed from a personnel file which were issued three (3) years or more prior to a current related disciplinary action will not be considered in such current related disciplinary action provided that the employee has received no form of discipline during this three (3) year period.

In the event of a fact-finding meeting that results in no action, a letter stating this conclusion shall be placed in the employee's file attached to the notice of a fact-finding meeting.

5. Discipline

- A. The employer agrees with the tenets of progressive and corrective discipline. Progressive discipline is intended to correct employee deficiencies and shall consist of any or all of the following:
 - i. Written Warning
 - ii. Written Reprimand
 - iii. Suspension
 - iv. Discharge

Discipline will be issued for just cause and will be issued as soon as practicable after the employer becomes aware of the event or action giving rise to the discipline. An effort will be made to administer such discipline within thirty (30) days of the time the employer becomes aware of the event or action giving rise to the discipline. In the event the board is unable to obtain evidence to support its charges due to matters beyond its control, the employee will be notified within thirty (30) day period that discipline may be administered at a later time when evidence becomes available to the board.

- B. The School Board, through its appointed representative, shall not discharge or suspend employee(s) without just cause and in respect to discharge shall give at least one (1) warning notice of the complaint against such employee to the employee in writing and a copy of the same to Local #73, except that no warning notice need be given to an employee before he/she is discharged if the cause of the discharge is:
 - i. Willfully causing or a viable threat as determined by the administration intending to cause any bodily injury to any person upon the school premises.
 - ii. Possession or use of intoxicants or drugs and/or being intoxicated or under the influence of drugs on school premises or by not keeping a good moral standard.
 - iii. Stealing school property or property of others.

- iv. Willful destruction of school property or damage to school property because of carelessness, neglect, or not following instructions pertaining to the care and operation of such property and equipment.
 - v. Willful insubordination or sleeping on the job. Refusal or failure to perform work assigned. Use of abusive or threatening language, or action toward the foreman, supervisor, or other employees.
 - vi. Employees who accept regular employment during the work week in addition to their assignment with the Decatur Public Schools and it interferes in any way with their job with the Decatur Public Schools.
 - vii. Any employee who leaves the job during regular employment hours without consent of the Director of Buildings and Grounds or his assistant, is subject to disciplinary action unless the employee is required to leave due to an imminent emergency. If an employee must leave due to an imminent emergency he/she shall call the Building and Grounds office during the day shift or a Custodial foreman during second shift as soon as possible. The employee shall explain the nature of the emergency. The employer shall advise all employees of the appropriate manner of contacting the second shift foreman on duty
 - viii. Use of school vehicles, machines, tools, etc. for personal or private use without the proper approval of the Superintendent of Schools or his/her designated representative.
 - ix. Applicants for new jobs or transfers to new classifications shall sign a statement certifying to correctness of date on the application. Should it be found that the applicant knowingly falsified the report, it shall be grounds for dismissal.
- C. Manner of Discipline Issuance
Discipline will be issued to an employee with a reasonable expectation of privacy so as not to cause unnecessary embarrassment to an employee.
- D. Written Warning
In case of a written warning, the supervisor must inform the employee that he/she is receiving a written warning and of the right to representation. The employee shall also be given the reason for the warning.
- E. Pre-disciplinary Meetings and Notification
When the Board is contemplating administering discipline, a pre-disciplinary meeting will be held. The Board will provide forty-eight (48) hours notice to the employee of said meeting, except in cases of emergency, which the Board alone may define. Such notice shall contain the reason for the meeting, date, time, and location of the meeting and shall apprise the employee of his/her right to Union representation. At the meeting the employee or his/her Union representative shall be given the opportunity to rebut the reason for the proposed discipline.
- F. Notification of Disciplinary Action
In the event disciplinary action is taken against an employee, the employer shall promptly furnish the Union through its designated representative, and the employee with written notice of such disciplinary action and the reason therefore.

ARTICLE V
COMPENSATION AND INSURANCE

COMPENSATION

1. The wage rates of all employees covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.
2. Staff members shall be paid by direct deposit of their pay into the bank of their choice. Pay days shall be on a bi-weekly basis. Staff members shall be provided with an electronic payroll statement to a District e-mail address or a personal e-mail address of their choice. Employees who (as of 7/1/18) receive a paper statement may continue to do so, but all new employees and employees currently receiving electronic statements will receive electronic statements.
3. Early Retirement

The X-step is intended as a one (1) year payment to qualifying retiring employees in recognition of the many years of faithful and dedicated service the employee has given to the school district. In order to qualify for an X-step salary rate for the final year of employment, an employee must be eligible for IMRF retirement criteria and have been employed as least 8-15 years (\$500.00), 16-20 years (\$1,000), 21-25 years (\$2,000), 26 plus years (\$4,000) with the Decatur Public School District 61. No later than sixty (60) days prior to the stated retirement date, the employee must have notified the Director of Human Resources in writing that he/she will be retiring upon the specified date.

INSURANCE

1. The Board of Education will continue to provide for each employee the health insurance plan in effect for non-certificated staff. Health insurance coverage for the family of staff members will be on an optional basis. The Board agrees that in the event insurance coverage is revised or premiums changed when the policy expires, insurance coverage will include the same subsidy as provided in the (DEA) teachers' contract. The family insurance premiums will include the same subsidy as provided in the (DEA) teachers' contract. The health and medical insurance coverage which is presently in effect will be on an optional basis for maintenance employees who retire from the Decatur School District. Retirees who opt to participate in the employee group health insurance plan will pay the entire annual premium. Coverage will end when the retiree reaches the age of Medicare coverage. Health insurance for the family of the retiree will be on an optional basis. Retirees who opt for this coverage will pay the entire premium. Coverage will end when the retiree or dependent reaches Medicare coverage age.
2. The Board of Education will provide for each employee life insurance in the amount of \$25,000. The plan value will be diminished in accordance with the carrier after the age of 65.
3. The Union will have a representative, assigned by the Union, on the insurance committee. If the District Insurance Committee considers any change to insurance, during the term of this contract or between contracts, the insurance committee will reduce to writing any proposed changes. Decision making shall be made through 80% agreement of those voting members in attendance. These proposed changes will be taken to the Decatur Education Association membership for ratification. Upon ratification of membership, it will be taken to the Board

for approval. Committee voting members will include seven (7) DEA members (1:100 DEA employees) and four (4) representatives of the Board. Administration is responsible for securing membership from the other employee groups.

ARTICLE VI ***OVERTIME***

1. When overtime is required only employees qualified to perform work will be assigned. The decision as to whether an employee is qualified for a particular assignment is the responsibility of the Director of Buildings and Grounds or his designated representative. An up-to-date list of employees with their qualifications shall be kept within the department and shall be made available to the employees upon request. Overtime shall be divided as equally as possible, according to the requirements of the overtime work.
2. The overtime board will be maintained on the basis of hours of overtime worked in order to divide as equally as possible overtime work. When a new employee begins work he or she will be placed at the bottom of the overtime list and charged with the highest amount of overtime of any employee on the overtime board. When overtime is required, the person with the least number of overtime hours whose name appears within the category of qualification established by the District for purposes of overtime assignment at the beginning of each year shall be asked first in an attempt to equalize overtime hours. Refusal of overtime work on the part of an employee will result in crediting the employee with the hours refused, just as if he/she had worked the hours. No employee shall be added to a list of persons qualified for such assignment before having worked that assignment during regular work hours.
3. In the event of an emergency, overtime may be assigned to persons as necessary.
4. Management will review qualifications associated with the overtime board annually in July. It is the responsibility of the employee to make sure the Overtime Qualification List is updated with any mid-year changes to qualifications. Overtime assignments will be made on the basis of the overtime board and the Overtime Qualification List. When overtime is improperly offered, the employee passed over shall receive overtime pay equal to amount of hours missed, and the employee will be credited on the overtime board as if the hours were worked.
5. Overtime records will be zeroed at the beginning of each fiscal year.
6. Employee must be in work status to be eligible to accept overtime hours offered in a given day. Employees not at work when overtime is offered will not be credited with the overtime hours missed.

ARTICLE VII
VACATION AND HOLIDAYS

1. Employees with one (1) year seniority shall receive one (1) week vacation with pay; those with two (2) through five (5) years seniority shall receive two (2) weeks vacation with pay; those with six (6) through eleven (11) years seniority shall receive three (3) weeks vacation with pay, and those with twelve (12) or more years seniority shall receive four (4) weeks vacation with pay.
2. An employee shall be employed on or before October 1 in order to receive the above benefits. Maintenance employees may take vacation time during the fiscal year one-half day or more at a time but preferably in one week increments. All vacation dates shall be subject to the approval of the Director of Buildings and Grounds. Employees having a preference date for a vacation period shall file a written request with the Director of Buildings and Grounds by May 1, indicating his or her preference. No changes will be made in the vacation schedule after May 1, except in emergency. This schedule shall be executed in such a manner that the services of the department will not be impaired.
3. Three weeks of carryover vacation will be allowed. Vacation days beyond three weeks will be accrued to the employee's accrued sick days.
4. After a full year of employment with District 61, any service employee who voluntarily terminates his employment shall be awarded, upon termination, the prorated earned vacation days.
5. An employee must have worked a minimum of sixty (60) percent of his scheduled working days in the twelve (12) months preceding June 1 of the vacation year in order to be eligible for any vacation. Any authorized use of sick days will be counted as part of the 60% scheduled working days.
6. Employees desiring to use a last-minute short-term vacation day shall be required to phone a supervisor and receive prior approval.

Failure to provide medical verification for absence without available benefit leave may subject the employee to progressive discipline.

LEGAL HOLIDAYS

1. When the following legal holidays fall within a work week (Monday through Friday), there will be no deduction of pay. If the holiday falls on Saturday or Sunday, and is not granted on the preceding Friday, succeeding Monday or on another date during the current fiscal year, that holiday will be added to the employee's vacation entitlement.

New Year's Day	Columbus Day
Presidents Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Eve Day

Labor Day
Casimir Pulaski Day

Christmas Day
Martin Luther King, Jr.'s Birthday

2. An employee must be in pay status the day before and the day after a holiday to be paid for the holiday. If ill the day before or after a holiday, the employee must have and use benefit time in order to be paid for the holiday.
3. If any of the above legal holidays ceases to be a legal holiday, employees shall not have that day off duty with pay, but one day's time will be added to vacation eligibility.
4. Should any of the listed holidays be determined by the School District to be a day of work, the School District will contact the Union in a timely manner to discuss a possible alternative day for the holiday. Any change in the holiday schedule shall only be by mutual agreement.

ARTICLE VIII

SICK, FUNERAL, COURT LEAVE, AND PERSONAL DAY

1. SICK LEAVE

- A. Each full time employee shall be allowed during each fiscal year fifteen (15) days leave without loss of pay for his/her own illness or quarantine, or for death in the immediate family or in his/her own home per year, which leave will accumulate at the rate of 1.25 sick leave days per month. The immediate family includes wife, husband, child, mother, father, sister, brother of husband or wife of the above named employee. If an employee is absent for illness other than his/her own, a doctor's statement will be required. If personal illness is claimed, a doctor's statement, with a return date, shall be required when an employee has been absent three days. The employee is responsible for obtaining the doctor's statement. A doctor's statement may be required in certain other cases by the School District where the absence of the employee is less than three days. In this case, the cost of obtaining this certificate shall be borne by the District and the District may require in this instance the employee to see a doctor of its own choosing. If an employee is absent for serious illness or for hospitalization, a doctor's release for regular duties must be presented before returning to work.
- B. Employees hired after July 1 shall be credited with a proportionate number of sick leave days rounded off to the nearest one-half (1/2) day.
- C. If the employee does not use the full amount of sick leave during the fiscal year, the amount unused may accumulate to a total of 2,040 hours **exclusive of the current year**.
- D. Accumulated sick leave shall automatically terminate on the date that an employee's employment terminates. Unused sick days will be reported to IMRF for the purpose of service credit as allowed by law. Employees reduced in force who are re-employed within the recall limits of the contract shall receive the sick leave entitlement held prior to termination.
- E. If an employee is released by his/her physician for light duty, and the Board's doctor concurs, with the consent and on the conditions set forth by the Director of Buildings

and Grounds, an employee may be assigned to light duty if an available position exists.

2. FUNERAL LEAVE

- A. Absence for attendance at funerals shall be allowable under accrued sick leave.
- B. If an employee is requested to serve as a pall bearer and, to do so he/she must be absent from work, the absence shall be considered time off without pay unless the employee elects to have it charged to his/her accrued sick leave.

3. COURT LEAVE

Any member of the bargaining unit summoned to jury duty or issued a court subpoena shall be paid his full salary for each working day of absence, provided that the member pays the District the jury fee or witness fee. When court duty is less than four hours, the employee is expected to return to work for any portion of the day that is not court related as evidenced in the court receipt. Such payments shall be handled by payroll deduction on a subsequent pay period. Second shift employees summoned to jury duty shall be temporarily assigned to first shift at no change in pay rate. This provision is not applicable if the staff member is a witness against the School District, the Board of Education or its representative(s) as a result of any legal actions commenced by or on behalf of the parent organization(s) of Building Service Employees International Union, Local #73, its agents or members, or as the result of any legal actions arising from collective negotiations between the Building Service Employees International Union, Local #73 and the Board of Education.

4. PERSONAL DAY

Each full time employee shall be allowed during the fiscal year four (4) personal days with such to be deducted from sick leave. Personal leave days shall be requested in accordance with current sick time call-in policy. The employee shall inform the office of the Director of Buildings and Grounds that such days taken shall be designated as personal days. No personal days will be taken the day before or after a holiday unless permission is granted by the Director of Buildings and Grounds.

5. SICK LEAVE DONATION PROGRAM

An employee may receive sick leave days, at full pay and benefits, donated from other bargaining unit employees with the written consent of the donating employee and the written approval of the Board, provided:

- A. The receiving employee has used all his/her personal accumulated vacation, sick, and personal leave days, including the current year's allotment due to an accident, injury, or illness;
- B. The receiving employee may receive no more than a total of twenty (20) sick leave days in any given school year. Days must be used in the fiscal year they are donated.
- C. An employee may donate no more than a total of five (5) sick leave days in any given fiscal year.

- D. Employees shall not be required to receive donated days prior to making application for disability benefits from the IMRF.

The union will defend, indemnify, and in every way hold harmless the Board and the District from any liability, cause, action, or claim which is brought pursuant to this paragraph or the Board or union's implementation of this paragraph.

ARTICLE IX

LEAVES OF ABSENCE, DISABILITY, EXTENDED ILLNESS

1. LEAVES OF ABSENCE

To obtain a leave of absence the person desiring the leave must have at least one year continuous and satisfactory service with the Decatur School District No. 61. The leave of absence shall be for a specified period, not to exceed one (1) year. The purpose of the leave of absence shall be to further the employee's education. In most cases, the purpose for leave of absence shall be directly related to the requestor's job. The time on leave shall accrue to the employee's seniority and he/she shall return to the job held at the time the leave of absence began. The employee desiring leave of absence shall submit his request in writing to the Director of Buildings and Grounds and the Superintendent of Schools at least thirty (30) days prior to the starting date of the requested leave of absence. Should a Business Agent's union work require him to take a leave of absence not to exceed one year, he/she shall not lose any seniority and shall return to his/her original job at his/her earliest convenience. Leave shall be requested in writing to the Board of Education.

2. EXPIRATION OF BENEFITS

An employee who has no benefit leave available for use but is off work due to medically-verified illness will be docked for any days the employee fails to work. An employee who fails to demonstrate an improvement in his/her attendance during the period of time that they have no leave benefits may be subjected to progressive discipline.

3. FAMILY AND MEDICAL LEAVE ACT

The School Board agrees to abide by the Family and Medical Leave Act of 1993 as amended.

4. DISABILITY AND EXTENDED ILLNESS

An extended illness is defined as a medically-verified absence extending for a period longer than three (3) consecutive work days. Any staff member whose disability or personal illness extends beyond the period compensated under Article VIII, and has been absent for longer than three (3) consecutive days will be granted a leave of absence without pay or increment until such time as a physician certifies the staff member is capable of returning to work. The Board may request an examination by a Board-appointed physician or psychiatrist. Members must use all accrued benefit time (sick, vacation, or personal) prior to beginning extended leave and in no case shall disability or extended illness leave extend beyond one (1) calendar year. No employee will be entitled to holiday pay during the time he/she is on disability or extended illness leave. Health insurance shall be afforded the member over the course of the leave at the same rate had the member been working.

5. UNION LEAVE

Union Stewards needing time off for Union functions (not related to district activities) such as, but not limited to, conferences, trainings, meetings, etc. will be granted time off without pay upon written request provided the number of days does not exceed twenty (20) days total in a year for all stewards and such additional days as agreed for Executive Board members. Written notification shall be provided to the Director of Buildings and Grounds or his designated representative at least one week in advance.

ARTICLE X
INJURY COMPENSATION

Compensation for injury or sickness shall be continued in accordance with the Illinois Workers' Compensation Act and Article VIII of this Agreement. While receiving Workers' Compensation Temporary Total Disability, the District shall afford the employee a paid day for each three days of absence until such time as all accumulated leave has been exhausted. Health insurance will be afforded to the employee as spelled out in Article IX Section 3.

Article XI
WORKING CONDITIONS

MAINTENANCE MEN/WOMEN

1. Maintenance personnel will receive their assignment from the Director of Buildings and Grounds, or his designated representative and may be assigned to emergency custodial duties when necessary. Maintenance personnel may also be assigned to open a building, turn on lights and unlock doors in the event the number of custodial absences exceeds the number of rovers and all schools custodians available. Maintenance employees will not be assigned routine custodial duties other than those necessary to provide building occupants with a safe and functional environment. Assignment of maintenance personnel to custodial duties will be done on a rotating basis when possible.
2. At the discretion of the Director of Buildings and Grounds or his/her designee, maintenance employees will be given the opportunity to cross train on duties within the maintenance department, as well as the opportunity to receive training on any new equipment, as needed. The District shall pay fees for license or certification renewal for employees who have already acquired such licensure or certification and are required by the District to maintain such licensure or certification.
3. All repairs, construction, adjustments, or replacements of all furniture, fixtures, equipment or buildings in or on all school property, as well as the stores department, shall be assigned to members of Local #73. This does not include:
 - a. warranty work that would otherwise invalidate the warranty; or
 - b. asbestos removal beyond normal maintenance; or
 - c. roof repairs and replacements; or
 - d. HVAC provisioning, installation, and addition; or

- e. fencing; or
- f. paving.

All machines used in repairs or construction, whether in school buildings proper or in the stores department, shall be operated by members of Local #73, except in those situations outlined above. "Machines" does not include equipment historically operated by Teamsters or Custodians nor does it include office equipment.

The parties intend the foregoing, section 3 (a) through (f) as exceptions to the work performed by the bargaining unit recognized in this agreement. The foregoing shall serve as a strict and complete waiver of bargaining for the purposes of the projects identified hereinabove. The parties acknowledge and agree that each has had complete information about the foregoing projects, have reviewed planned projects and any role either party might have in any future project, and intend this to be a complete waiver of bargaining and the subcontracting provisions of the School Code, including, but not limited to 10-22.34c. Accordingly, the Board shall have the right to subcontract, without further bargaining or other impediment, those projects identified in section 3 parts (a) through (f) above. Additional projects beyond the scope of the foregoing will be subject to the November 14, 2017 Memorandum of Understanding between the parties and its requirements (attached hereto and incorporated herein by this reference). No employee shall be reduced in force as the direct result of a subcontract of the foregoing work without prior bargaining to agreement or impasse with the bargaining unit.

- 4. When it is deemed that the work might be performed by a party other than Local #73 such as the Decatur Park District mowing agreement, work associated with rental agreements, or construction projects that would be paid by grants and/or donations or volunteers (i.e., student or community organizations), management and representatives of Local #73 agree to discuss in advance the work to reach agreeable terms.

5. MAINTENANCE / TEAMSTER WORKING RELATIONSHIP

- A. It is agreed by and between Locals #73 and #279 that whenever there is not sufficient work within the Teamsters' jurisdiction, members of Local #279, who are currently employed by Decatur School District No. 61, may then be assigned by the Board of Education to perform the duties of the job classification for which Local #73 is recognized as the bargaining agency. However, no maintenance position shall be dispensed with because of such assignments.
- B. It is further agreed by and between Teamsters Local 279 and SEIU Local 73 that whenever there is not sufficient work within the Service Employees International Union's jurisdiction, the maintenance employee may then be assigned by the Board of Education to perform the duties of the job classification for which Local 279 is recognized as the bargaining agency. However, no Teamsters' position shall be dispensed with because of such assignments.
- C. Prior to assuming any project which requires collaboration between Locals #73 and #279, management shall secure a pre-project discussion as soon as the project is reasonably known by not less than 30 days prior to the start of the project, to come to agreeable terms with Local #73.
- D. Should SEIU Local 73 and/or Teamsters Local 279 no longer agree to A or B listed above, the Union will give the Board a 30 day notice at which time the agreement will

be null and void. Once a project has initiated, Local #73 is disallowed from implementing the 30 day notice until the project has been completed.

6. After the ninety (90) day probationary period, the District will provide for each employee five (5) sets of work clothing (shirt and pant). After one (1) year of employment, each employee has the option to mix and match shirts, pants and other District clothing up to a maximum of \$175.00; provided, however, each employee must maintain at least five (5) sets of work clothing (shirt and pant). The shirt will bear an emblem identifying the wearer as an employee of School District No. 61. Replacement of the shirt(s) and/or pant(s) will be provided at the discretion of the Director of Buildings and Grounds provided the damaged clothing is turned in to his office. Damage to the shirt and/or pant could occur either from accident or hard ware. Employees shall wear the work suits while on duty. Such shall be the employee's personal property. Deliberate alteration of the work clothing issued is not allowed. On an annual basis, Union leadership and representatives of the Board shall make a mutual selection of District uniforms for the maintenance staff.
7. The District will pay up to \$200.00 of the initial or replacement purchase of a pair of safety toe work shoes of the employee's choice and/or the initial purchase or repair of eyewear damaged during the course of work or hearing aid or a combination of these. Safety toe work shoes shall meet or exceed ANSI Z41PT99, I/75 C/75 standards and shall be worn by employees while on duty. The District will contribute \$100.00 toward the repair of such shoes. The replacement or repair of the shoes shall be limited to once each year and shall be the decision of the employee whether to replace or repair the shoes.
8. There will be budgeted \$1,500 for small tools to be allocated by the foremen as deemed necessary. The Board of Education will continue to provide power tools, special tools, and expendable items such as saw blades and bits. Such tools purchased by an employee of the Maintenance Department shall become the personal property of that employee providing said tools are to replace that which is either broken or stolen.
9. The Director of Buildings and Grounds and/or his/her designated representative will schedule hours and shifts for all maintenance personnel. For the regular day shift the work day shall be considered the first eight hours worked, regardless of time of starting if 5:00 a.m. or after. For second shift the regular work day shall be the first eight (8) hours worked regardless of time of starting if 12:00 noon or after. For the third shift the regular work day shall be the first eight hours worked regardless of the time of starting if 11:00 p.m. or after. Unless by mutual consent of both the Director of Buildings and Grounds and the affected employee, the work-day shall not be shortened in order to avoid overtime or lengthened beyond eight (8) hours in a day. All time in paid status (except for borrowed leave) over forty (40) hours per week shall be paid at the overtime rate according to the Wage Schedule.
10. In addition to the eight (8) hour work day all full time employees shall be entitled to a one-half (1/2) hour duty free lunch. The regular work week shall be Monday through Friday. The work hours and work week for part-time employees will be established by the Director of Buildings and Grounds or his representative.
11. When an employee is recalled for extra work, he/she shall be paid a minimum of two (2) hours pay at the overtime rate. Return to the building by a maintenance person for failure to properly secure a building or other premises will be done without recall pay.

12. In case of emergency any employee may be transferred from their regular duties to take care of the emergency as long as the emergency might exist. An emergency is defined to be an unforeseen occurrence, a sudden and urgent occasion which requires immediate action.
13. Except as described below, employees shall not do union work during work hours. This includes by telephone or by employee on other shifts or employees laying off work or anyone working for the union calling on other employees during their work hours. When it is necessary for a steward, including Chief Steward, to conduct business of Local #73 which does not involve the time of other Decatur School District employees, he/she may request a reasonable time off without pay to conduct the business. The Chief Steward or his designee shall be allowed time to settle grievances or conduct grievance investigations, attend pre-disciplinary meetings, labor-management meetings, negotiations, and other legitimate representational activities during working hours without loss of pay subject to the advance approval of the Director of Buildings and Grounds or his/her designated representative.
14. The foreman shall be classified as an Administrative and Supervisory position. No supervisor shall perform duties which will replace a regular employee. Nothing in this section prohibits an administrator or supervisor from assisting when requested by union members or there is an immanent need to protect persons and/or property.
15. With the mutual agreement between the maintenance employee and the Director of Buildings and Grounds or his/her designee, a maintenance employee may use his/her personal vehicle on the job and will be paid mileage at the prevailing District rate.
16. It is agreed by the parties that with regard to special project work that would require two or more starting times on any designated shift, employees will be allowed to choose their preferred starting time from the available schedule by seniority.
17. Maintenance employees will be allowed to wear shorts during times of hot weather following the guidelines established by the Uniform Committee.
18. For the purpose of snow and ice removal employees may report to work at the discretion of the Director of Building and Grounds one (1) hour or more prior to their normally scheduled work shift and complete the shift the same amount of time prior to the normally scheduled shift ending time. This alteration of the normal shift time will be voluntary and will be available only for the purpose of snow removal. This alteration of shift time will not be considered as overtime for pay purposes.

ARTICLE XII

MISCELLANEOUS

1. Definition of Full Time, Part-Time and Temporary Employee
 - A. A full time employee is one who works eight (8) or more hours daily and is employed twelve (12) months per year. Full time employees are eligible for full vacation, holiday and insurance benefits provided by the School District as specified in this Agreement.
 - B. A part-time employee is one who works less than eight (8) hours per day. A

temporary employee is one that may or may not work eight (8) or more hours per day but is not employed on a five (5) days per week and twelve (12) months per year basis. Part-time and temporary employees are not eligible for vacation, holiday and insurance benefits and do not have seniority.

- C. It is understood and agreed that no individual presently employed by the School District as a maintenance man will be dismissed by the School Board, or its appointed representative, for the purpose of replacing the employee with part-time or temporary employees.

2. Safety Committee

- A. A Safety Committee will be established composed of two maintenance people and one administrator or supervisor.
- B. The purpose of the Safety Committee will be to formulate operation procedures which insure safe working conditions, encourage all employees to perform their work in a manner that promotes safety and investigate any reports of unsafe working conditions.
- C. The Safety Committee will be responsible to the Director of Buildings & Grounds and will make their reports to him.
- D. All School District No. 61 maintenance vehicles will be equipped with a first-aid kit.

3. Schooling

Employees are encouraged to maintain and upgrade their job skills. In order to assist the employee in achieving this objective, the District will make every reasonable effort to schedule the employee's working hours so that he/she can engage in job-related schooling or training. Employees shall receive reimbursement in the amount of fifty per cent (50%) of the tuition cost for preapproved academic or vocational courses that are job related upon successful completion of such courses. The employee shall attend such classes at a bona fide college, university, trade or technical school. Any employee desiring a change in scheduled work hours or shift shall submit a request in writing to the Director of Buildings and Grounds. The approval of any employee's request for a change in scheduled work hours or shift for the purpose of engaging in job-related training or schooling shall be at the discretion of the Director of Buildings and Grounds. Change in scheduled work hours shall be for the duration of the specific course(s).

4. Labor Management Meetings.

The parties shall meet at least once a year but more often if necessary at the request of either Party. This meeting will be in addition to Safety, Uniform, or other committees and meeting(s) to discuss summer work/upcoming projects.

**ARTICLE XIII
LIMITATIONS**

1. If any portion of this Agreement is in violation of the State of Illinois, that portion in disagreement shall be considered null and void. Both parties to this Agreement must comply fully with all applicable State and Federal laws.
2. During the term of this Agreement or any renewal or extension thereof, there shall be no strike, work stoppage, slowdown, or refusal to perform job functions and responsibilities. The officers of the Union or Agents of the Union shall not authorize, institute, instigate, aid, or encourage any such activities.
3. During the term of this Agreement or any renewal or extension thereof, the Board will not lock out Bargaining Unit Members. In the event of any picketing, strike, work stoppage, slowdown, or other concerted activity by any other labor organization, the employees agree to fully perform their job functions and responsibilities.

ARTICLE XIV

APPROVAL OF AGREEMENT

The provisions of this Agreement will continue and remain in full force and effect from year to year until such time as both parties agree to a change or modification. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties and no departure from a provision of this Agreement by either party, or by their officers, agents or representatives, or by members of the negotiating committees, shall be construed to constitute a continuing waiver of the right to enforce such provisions.

ARTICLE XV

MEDIATION

After all proposals have been thoroughly discussed and the parties are unable to further resolve their differences, either party may declare in writing that an impasse has been reached. Within ten (10) days of declaration of impasse, the Board and Local #73 SEIU shall jointly initiate a letter to the Federal Mediation and Conciliation Service requesting assignment of a member of their staff to mediate the dispute. Each party shall bear its own costs in the mediation process.

ARTICLE XVI

PERSONNEL FILE

The official personnel file of bargaining unit Employees will be maintained in the Human Resources office. When any disciplinary document is placed in an employee's official personnel file, the Board shall furnish the employee a copy of such document. Employees will be permitted to review their official personnel file pursuant to the provisions of the Personnel Record Review Act.

WAGE SCHEDULE A

Employees shall be placed on the Wage Schedule based upon years of service in the District.

Step	Years	FY19	FY20	FY21
1	0	\$28.42	\$29.14	\$29.86
2	1	\$28.49	\$29.21	\$29.93
3	2	\$28.56	\$29.28	\$30.00
4	3	\$28.63	\$29.35	\$30.07
5	4	\$28.70	\$29.42	\$30.14
6	5	\$28.77	\$29.49	\$30.21
7	6	\$28.84	\$29.56	\$30.28
8	7	\$28.91	\$29.63	\$30.35
9	8	\$28.98	\$29.70	\$30.42
10	9	\$29.05	\$29.77	\$30.49
11	10	\$29.12	\$29.84	\$30.56
12	11	\$29.19	\$29.91	\$30.63
13	12	\$29.26	\$29.98	\$30.70
14	13	\$29.33	\$30.05	\$30.77
15	14	\$29.40	\$30.12	\$30.84
16	15	\$29.47	\$30.19	\$30.91
17	16	\$29.54	\$30.26	\$30.98
18	17	\$29.61	\$30.33	\$31.05
19	18	\$29.68	\$30.40	\$31.12
20	19	\$29.75	\$30.47	\$31.19
21	20	\$29.82	\$30.54	\$31.26
22	21	\$29.89	\$30.61	\$31.33
23	22	\$29.96	\$30.68	\$31.40
24	23	\$30.03	\$30.75	\$31.47
25	24	\$30.10	\$30.82	\$31.54
26	25	\$30.17	\$30.89	\$31.61
27	26	\$30.24	\$30.96	\$31.68
28	27	\$30.31	\$31.03	\$31.75
29	28	\$30.38	\$31.10	\$31.82
30	29	\$30.45	\$31.17	\$31.89
31	30	\$30.52	\$31.24	\$31.96
32	31	\$30.59	\$31.31	\$32.03
33	32	\$30.66	\$31.38	\$32.10
34	33	\$30.73	\$31.45	\$32.17
35	34	\$30.80	\$31.52	\$32.24
36	35	\$30.87	\$31.59	\$32.31
37	36	\$30.94	\$31.66	\$32.38
38	37	\$31.01	\$31.73	\$32.45
39	38	\$31.08	\$31.80	\$32.52
40	39	\$31.15	\$31.87	\$32.59
41	40	\$31.22	\$31.94	\$32.66

		FY19	FY20	FY21
New Employee	First 90 Days	22.00	22.50	23.00
<u>Worked</u>				

Temporary and Part-time Employees \$14.00
 Night Shift Differential \$0.75

Night shift differential shall be (as indicated) per hour for either second or third shift work in addition to regular pay for all work performed in such shifts.

Overtime

Overtime rates for all classifications shall be paid at time and one-half of their respective daily hourly basic rate for all overtime hours physically worked in excess of forty (40) hours per week. Overtime required on Saturdays shall be paid at time and one-half of the respective daily hourly rate. Overtime required on holidays and Sundays shall be paid at twice the respective hourly rate.

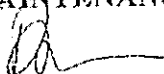
Effective Date of Wage Schedule

This contract commences October 9, 2018 through June 30, 2021.

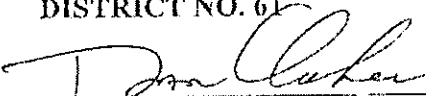
IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 9th day of October, 2018.

SERVICE EMPLOYEES INTERNATIONAL
 UNION LOCAL NO. 73
 MAINTENANCE "B" TEAM

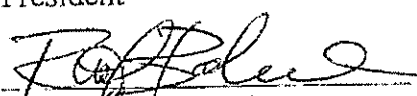
BOARD OF EDUCATION OF
 DECATUR PUBLIC SCHOOL
 DISTRICT NO. 61



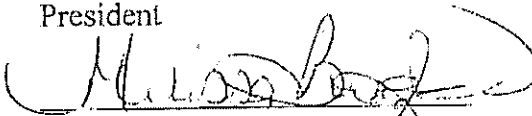
 President



 President



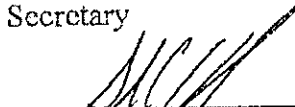
 Union Representative



 Secretary



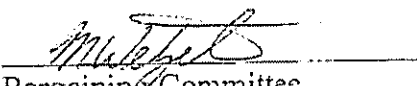
 Bargaining Committee



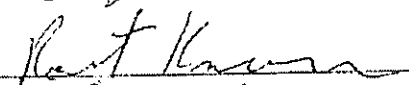
 Director, Building and Grounds



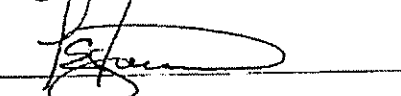
 Bargaining Committee



 Bargaining Committee



 Bargaining Committee



 Bargaining Committee

**Memorandum of Understanding
BOLD Plan Subcontracting**

This Memorandum of Understanding (hereinafter "Agreement"), made and entered into this 8th day of October, 2019, by and between the Board of Education of Decatur Public School District No. 61 (the "Board") and SEIU Local #73 (the "Union") (collectively "the parties");

WITNESSETH:

WHEREAS, during the spring of 2018, the Board of Education of Decatur Public Schools #61 (the "Board") implemented the Building better Opportunities for Learning in Decatur facilities plan ("BOLD plan"), which requires a timely and complicated facilities construction, remodeling, and reconstruction process; and

WHEREAS, the plan provides for unique challenges among various contractors who necessarily have interest in singular management and control of resources; and

WHEREAS, the Board provided the Union with notice of its desire and intent to subcontract to an outside contractor or contractors work that was traditionally performed by the Union for the District; and

WHEREAS, the Union and the Board commenced collective bargaining for the purpose of determining the terms for such subcontract; and

WHEREAS, during collective bargaining, the parties reached an agreement to terms to extend their present collective bargaining agreement and permit the Board to enter into a subcontract for the Union's bargaining unit work associated with implementation of the BOLD plan; and

WHEREAS, the parties wish to memorialize their agreement in writing.

NOW THEREFORE, for the exchange of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed by the parties, each does for themselves and does for its membership hereby agree:

1. **Incorporation of Preambles.** The parties find that all of the preambles contained herein are full, true and correct and do incorporate them into this Memorandum of Understanding ("MOU") by reference.

2. **Extension of Collective Bargaining Agreement.** The parties agree to a 3 year extension of the present Collective Bargaining Agreement between them, which agreement is attached hereto and incorporated herein by reference to Wage Schedule A. The "new" Collective Bargaining Agreement will run from October 9, 2019 to June 30, 2024. The only changes to the 2019-2024 Collective Bargaining Agreement from the 2018-2021 Collective Bargaining

Agreement shall be its term and a new wage schedule, attached and included within Wage Schedule A.

3. **Minimum Staffing.** In further consideration for the Union's agreement to allow the Board to subcontract its work, the Board agrees to a minimum staffing threshold of thirty-four (34) members to be retained to work in SEIU Local #73 Maintenance "B" Team during the term of the 2019-2024 Collective Bargaining Agreement in Wage Schedule A. Nothing in this minimum staffing provision shall be read to require any particular person to be retained, and the parties agree that the Board shall retain the right to discipline and dismissal of individual members as set forth in the contract, and that the Board will be permitted to add employees over the thirty-four (34) member threshold. The purpose of this provision shall be strictly read to assure that thirty-four (34) employees are staffed within the Union's membership during the life of the 2019-2024 Collective Bargaining Agreement.

4. **BOLD Plan Subcontracting.** The parties hereby agree that, in consideration for the Board's agreement to Sections 2 and 3 hereinabove, the Union and each of its members shall permit and free the Board to subcontract any and all labor otherwise covered by its Agreement in Articles I, Recognition, and XI, Working Conditions, whether set forth or limited by the Collective Bargaining Agreement or not. The Union warrants to the Board that it fully understood and contemplated its rights pursuant to 10-22.34c of the *Illinois School Code*, 105 ILCS 5/10-22.34c, and that it fully and completely bargained all issues relevant to this MOU. The parties agree that the intent of this MOU is to resolve any and all issues between them regarding any subcontract needed to implement the BOLD plan, and that the Board shall be free to engage any and all construction, remodeling, reconstruction, or other projects as may be necessary to implement and complete the BOLD plan during the term 2019-2022 of the Collective Bargaining Agreement between them. Nothing in this section shall be read either to *prevent* or to *require* the use of the Union's membership or staff for any project set forth in the BOLD plan.

5. **Superiority of Agreement.** Any prior understanding or representation of any kind preceding the date of this MOU is hereby superseded, and this MOU shall be read as superior to any other agreement, including, but not limited to, the Collective Bargaining Agreement between the parties attached to this MOU as Wage Schedule A. Any conflicts between any Collective Bargaining Agreement reached before November 1, 2019 and this MOU shall be resolved in favor of the reading intended by this MOU.

6. **Entirety of Agreement.** This Agreement constitutes the entirety of the terms, agreements, and resolutions between the parties. This MOU may be modified only by a writing signed and dated by all parties and attached hereto.

7. **Status Quo.** The parties hereby agree that *status quo* shall be explicitly and intentionally waived after the expiration of the 2019-2024 Collective Bargaining Agreement, so that on July 1, 2024 this MOU shall become immediately null and void with no further effect beyond that date unless the parties prior agree in writing signed by both of them that this MOU

shall be extended. Absent signed writing, this MOU and its terms shall be as though they never happened as of July 1, 2024. Nothing in this MOU is intended or shall be construed to limit the Board's ability or right to conduct a future reduction in force in accordance with the relevant collective bargaining agreement(s) or to limit the Board's (by and through its representatives) right to staff in accordance with any relevant collective bargaining agreement after July 1, 2024.

IN WITNESS WHEREOF, this document has been executed by each of the parties hereto.

Dated this 8th day of October, 2019.

Board of Education of Decatur Public Schools #61

SEIU Local #73

Beth Nolan
For the Board

[Signature]
For the Union