

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 Nohu
For the Board

[Signature]
For the Union