

AGREEMENT

WORKING CONDITIONS AND WAGE SCHEDULE

BETWEEN

**DECATUR PUBLIC SCHOOLS BOARD OF EDUCATION
DISTRICT NO. 61**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL NO. 73 SECURITY OFFICER "C" TEAM**

October 8, 2019 through June 30, 2023

TABLE OF CONTENTS

Article I	Recognition	3
Article II	Grievance Procedure	5
Article III	Seniority and Reduction in Force	7
Article IV	Discipline Discharge and Suspension	9
Article V	Compensation and Insurance	11
Article VI	Overtime	12
Article VII	Benefit Leave	13
Article VIII	Injury Compensation	15
Article IX	Working Conditions	16
Article X	Personnel File	18
Article XI	Mediation	19
Article XII	Effect of Agreement	20
Execution	21
Appendix A	Wages	22

ARTICLE I RECOGNITION

- 1.1 **Parties.** This is a statement of wage schedule and working conditions, hereafter referred to as Agreement, between the Decatur Public School District No. 61 Board of Education (hereafter “Board,” “Employer,” or “District”) and the Service Employees International Union Local #73 Security Officer “C” Team (hereafter collectively “employees” or “the Union”), covering wages and general working conditions of employees affiliated with Local #73 who are employed in Decatur Public Schools. The Board recognizes the Union as the sole and exclusive representative for all regularly employed full-time and regularly employed part-time security officers during the term of this Agreement.
- 1.2 **Demand to Bargain.** The contents of this Agreement shall continue from year to year unless either party notifies the other in writing at least ninety (90) days prior to the contract’s June 30 expiration, of their desire to change, alter, or modify the contents of the Agreement. Both parties shall meet at least sixty (60) days prior to the June 30 Contract’s expiration to discuss the proposed modifications.
- 1.3 **Dues Deduction**
- A. 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 law 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 calendar days prior to its effective date.
- B. 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 deduction. Such amounts shall be remitted to the Union every pay period until the employee directs the Employer that such deductions discontinue.
- C. HOLD HARMLESS. In the event of any legal action against the Employer or its agents(s) is brought in a court 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.

- D. **WEB-BASED AND ELECTRONIC SIGN-UPS-** The Union shall 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 any other 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.
- E. **CHECKOFF** The Employer agrees to deduct each month, union dues, assessments, and union sponsored benefit program contributions from the pay of those employees who are union members covered by this Agreement 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 their union membership, may do so by written notice to the Employer and the Union during the thirty (30) day period prior to the end of each contract year.

ARTICLE II GRIEVANCE PROCEDURE

- 2.1 **Definition.** A grievance shall mean a written complaint by a member of the bargaining unit alleging a violation, misinterpretation, or misapplication of this Agreement.

All references to “working days” shall mean school days, except that between the end of the school year in June and the beginning of the next school year, “working days” shall mean days when the District’s business offices are open.

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

- 2.3 **Procedure.** 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, with the exception of discharge grievances, which shall begin at Step 3:

2.3.1 **Step 1.** Any claim shall first be presented orally to the most immediate supervisor (Designated Building Administrator), within five (5) working days of event, or five (5) working days of employee’s knowledge of event. The Designated Building Administrator will respond to the oral grievance within five (5) working days from notice of the oral grievance. If the grievance is not resolved in Step 1, the Union may submit the grievance in writing to Step 2 of the grievance procedure as spelled out below. If the Chief Steward has a grievance, a staff representative from the Union may represent him/her.

2.3.2 **Step 2.** If the grievance is not resolved at Step 1, then a formal written grievance shall be presented by the Chief Steward or his/her designee to the Principal within ten (10) working days of the response to Step 1 or when the response to Step 1 was due. The formal grievance and the administrator's reply shall be in writing in duplicate (2) on the forms provided.

The written grievance must specify the Article and Section of this Agreement which was allegedly violated, and give pertinent evidence in support of his/her grievance and must be signed by the employee or a Union Representative. The Principal shall certify with his/her signature the date and hour of receipt of the grievance. Certification shall be witnessed by the Chief Steward, or his/her designee. The Principal shall, within five (5) working days of receipt of the grievance, present his/her reply in writing 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. Certification shall be witnessed by the Principal. IF the

grievance is not resolved within five (5) working days after receipt of the reply from the Principal or when the reply was due, the Union may appeal the grievance to Step 3 as outlined below.

2.3.3 Step 3. If the employee wishes to appeal the reply of the Principal he/she shall, within five (5) working days of the response from the Principal, or when the response was due, submit in writing the grievance to the Director of Human Resources. The Director of Human Resources or his/her representative will then schedule a meeting with the grievant, Chief Steward, and/or Business Agent, and/or Union President, and other District representatives so designated by the Director of Human Resources. The decision of the Director of Human Resources shall be sent to the Chief Steward within five (5) working days following the meeting.

2.4 **Binding Arbitration.** If the grievant wishes to appeal the decision of the Director of Human Resources, he/she must submit written request within five (5) working days of receipt of the decision for 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 acceptable to both parties can be derived from the foregoing selection process, then both parties will proceed in accordance with the rules of the American Arbitration Association.

2.5 **Arbitrator Authority.** 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 AND REDUCTION IN FORCE**

3.1 **Seniority.** Security Officers shall have seniority dating from their first date of employment as a security officer. For purposes of this Article, seniority will accrue on a District-wide level within the bargaining unit. Should a reduction in force or abolishment of a job be necessary, the employee with least seniority shall be the first to be laid off unless another method is required by law. The last employee laid off shall be the first employee to be recalled. Part-time employees will be dismissed before full-time employees.

3.2 **Recall.** If the Board has any vacancies for the following school term, or within one calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employee so removed or dismissed.

Full-time probationary employees will be considered full-time when reduction in force is implemented.

Before employing a new employee, the Board must recall any qualified member who has been laid off. Said member, upon being notified by registered mail, must report his/her intention to return within seven (7) calendar days to retain his/her seniority and must report for work within one (1) week from date of filing his/her 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 his/her release by the attending physician, and failing to report he/she will waive all right to employment.

3.3 **Probationary Members.** All new employees shall be considered as probationary employees for the first seventy (70) days of their employment. Days of employment shall mean days the employee is actually at work (not sick days, vacation days, or holidays) The School Board, through its appointed representative, shall have the right to discharge any employee in such status and no grievance shall arise therefrom. Formal dismissal must occur no later than the first board meeting after the seventy (70) days expires. 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.

3.4 **Armed Services.** 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/her last date of hire before entering the service with credit given for time in the service of his/her country. Members shall make written request to return to work within thirty (30) days following date of discharge from service.

3.6 **Posting.** All job notifications shall be done through the District's electronic application process. The District will ensure each employee has access to a computer during lunch

or breaks for the purpose of accessing the District's electronic application process.

- 3.7 **Change in Assignment.** Prior to implementing any change in job assignments, the Assistant Principal for Building Operations or his or her designee shall meet with the representatives of the Union to discuss the reason(s) for the change and other possible solutions.

**ARTICLE IV
DISCIPLINE, DISCHARGE AND SUSPENSION**

4.1 **Compliance with Rules.** 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.

4.2 **Just Cause.** The School Board, through its appointed representative, shall not discharge or suspend employee(s) without just cause.

4.3 **Discipline.**

4.3.1 **Definition.** The Board understands that progressive discipline may be applicable to certain disciplinary situations. Progressive discipline, where applicable, is intended to correct employee deficiencies and shall consist of any or all of the following:

1. Written Warning
2. Written Reprimand
3. Suspension
4. 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.

4.3.3 **Manner of Discipline.** Discipline will be issued to an employee so as not to cause unnecessary embarrassment to the employee.

4.3.4 **Pre-Disciplinary and Fact Finding Meeting and Notification.** When the Board is contemplating administering discipline, a pre-disciplinary fact finding meeting will be held. The Board or designee will provide written notice to the employee of said meeting, except in cases of emergency, which the Board or designee alone may define. Such notice shall contain the reason, date, time and location of the meeting and shall inform 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.

4.3.5 **Written Warning.** In case of written warnings 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.

4.3.6 **Notification of Disciplinary Action.** In the event disciplinary action is taken against an employee the Board shall promptly furnish the Union, through its designated representative, and the employee with written notice of such disciplinary action and the reason therefore.

- 4.4 **Suspension during Investigation.** 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) work 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.
- 4.5 **Discharge.** The discharge or suspension of an employee shall be handled in the following manner:
- 4.5.1 When the School Board or its representative determines to discharge or suspend an employee for just cause, he/she shall be suspended immediately and subsequently given a written notice indicating discharge and/or suspension, with a copy forwarded to the Union.
- 4.5.2 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. If it is found 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. Superintendent or his or her designee shall provide for the employee a written decision within fourteen (14) calendar days from the date of the hearing. The foregoing is not a waiver of or substitute for the grievance process. Both parties, through written mutual agreement, may extend the timeframe for the grievance procedure. Any such grievance for discharge shall begin at Step 3 of the grievance procedure.
- 4.6. **Administrative Review.** Any letter of reprimand or of negative content included in a personnel file shall be subject to administrative review upon written request by the employee after three (3) years following the occurrence, unless otherwise agreed to by both parties. Any reprimand or negative notation which does not potentially expose the District to long-term liability in the sole discretion of the board and/or its designee shall be removed from the personnel file. Written warnings removed from a personnel file will not be considered in such current related disciplinary action.

**ARTICLE V
COMPENSATION AND INSURANCE**

- 5.1 **Wage.** The wage rates of all employees covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof.
- 5.2 **Direct Deposit.** Employees shall be paid by direct deposit of their pay at the bank of the employee's choice. Paydays shall be on a bi-weekly basis. Payroll statement reflecting deposits shall be sent to email address of the employee's choice. Employees not able to participate in direct deposit shall not be required to do so.
- 5.3 **Health Insurance.** The Board of Education will continue to provide for each employee the health insurance plan in effect for non-certificated staff. Any regular employee who works as much as four (4) hours per day but not five (5) hours will be provided the same coverage if they wish to pay one-half of the premium. Health insurance coverage for the family of staff members will be on an optional basis and the costs of such coverage will continue to be the complete responsibility of the member. The Board agrees that in the event insurance coverage is revised or premiums changed when the policy expires on September 1 of each fiscal year it will include the same subsidy as provided in the teachers' contract. The family insurance premium will include the same subsidy as provided in the (D.E.A.) teachers' contract. The health and medical insurance coverage which is presently in effect will be on an optional basis for security employees who retire at age 55 or thereafter with 10 years of service in the Decatur School District. Retirees who opt to participate in the employee group health insurance plan will pay the entire annual premium plus the surcharge imposed by the insurance carrier. 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.
- 5.4. **Insurance Committee.** 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.
- 5.5 **Life Insurance.** The Board will provide for each full-time employee paid life insurance in the amount of \$20,000. Any regular employee who works as much as four (4) hours per day but not five (5) hours will be provided the same coverage if they wish to pay one-half (1/2) of the premium. The plan value will be diminished in accordance with the carrier after the employee reaches age 65.

ARTICLE VI OVERTIME

6.1 **Additional Time.** The employer may assign an employee to as many as forty (40) hours per week at its discretion.

6.2 **Overtime.** Overtime (when an employee must work more than forty (40) hours in a week), when required by the employer in a particular building, the building administrator shall notify the lead security who shall offer the overtime to the most senior security employee and then to less senior security employees in the building until the overtime work is accepted. If no one in the building accepts the overtime, the building lead shall call the union steward who shall offer the work to security employees outside the building in rotational seniority order.

If this provision makes reference to a lead security and none exists or the lead is absent or unavailable, then the building administrator shall offer the overtime in rotational seniority order in the building.

This provision will not apply to positions that are posted or bid separately and represent regular recurring responsibilities.

Rotational seniority order means each time an overtime opportunity arises it shall be offered to the most senior security employee after the one who last accepted or was assigned overtime.

If no employee volunteers to accept the work, the work is assigned to the least senior employee in the building where the work originated or if not building-based then to the least senior security employee.

If overtime is gender specific by necessity (locker room supervision, for example) then the rotation shall be by gender specific seniority.

6.3 **Posting.** An up to date list showing overtime hours shall be made available to the employees upon request.

6.4 **Reset.** Overtime records will be zeroed at the beginning of each fiscal year.

**ARTICLE VII
BENEFIT LEAVE**

7.1 Sick Leave

7.1.1 **Accrual.** Each full-time employee shall be allowed during each fiscal year twelve (12) 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. The immediate family includes wife, husband, child, father, mother, 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 may be required after an employee has been absent three days. 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. 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.

7.1.2 **Accumulation.** 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 1440 hours exclusive of the current year. For the purpose of retirement, sick leave will accumulate to 1920 hours (240 days). Accumulated hours above 1440 will be utilized only at the time of the employee's retirement for additional pension service credit for the unpaid, unused sick leave and cannot revert to the paid accumulation. Accumulated sick leave shall automatically terminate on the date that an employee's employment terminates. Employees reduced in force who are re-employed within one calendar year following termination due to elimination of a position, shall receive the sick leave entitlement held prior to termination.

7.2 Bereavement Leave.

Up to 3 days sick leave may be used for bereavement purposes in any school year. If additional days become necessary for use, dock time may be requested.

7.3 Court Leave.

Any employee summoned for jury duty shall be paid his/her full salary for each working day of absence, provided that the employee pays the District the jury fee and further provided the employee returns to work after being excused from such duty if more than half the work day still exists. If less than half the work-day remains, the employee will not be required to return to work and shall receive his/her full day's pay. A statement of hours actually served may be required.

7.4 Personal/Universal Leave.

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

7.5 Family and Medical Leave Act.

The Board shall comply with the Family and Medical Leave Act.

7.6 Disability and Extended Illness.

Any staff member whose disability or personal illness extends beyond accrued paid benefits and after the expiration of any Family and Medical Leave Act protection, the employee will be permitted to retain his or her job without loss of accrued seniority for a period of 90 consecutive work days before any such disability or personal illness may be determined permanent by the Board of Education.

ARTICLE VIII
INJURY COMPENSATION

Compensation for injury or sickness shall be continued in accordance with the Illinois Workers' Compensation Act. 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 this Agreement.

**ARTICLE IX
WORKING CONDITIONS**

9.1 Supervision.

Security Guards will be under the general supervision of the designated Assistant Principal in each building.

9.2 Union Business.

Except as provided below, employees shall not do union work during work hours. This includes by telephone or by employees 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 the Business Agent to conduct business of Local #73 which does not involve the time of other Decatur School District employees, he/she may request reasonable time off without pay to conduct the business, which may be granted at the sole discretion of the Board, which approval shall not be unreasonably denied. The Chief Steward or his designee shall be allowed time to settle grievances or conduct grievance investigations during working hours without loss of pay subject to the advance approval of the appropriate supervisor or his/her designated representative.

9.3 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 the 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 for Executive Board members. Written notification will be provided to the designated Assistant Principal or his or her designated representative at least one (1) week in advance.

9.4 Holidays.

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.

- Columbus Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day
- Martin Luther King Jr.'s Birthday
- New Year's Day
- President's Day

Friday before Easter
Memorial Day
Independence Day
Labor Day
Casmir Pulaski Day

An employee must be in pay status the day before and the day after a holiday to be paid for the holiday. School must be in session both the day before and the day after a holiday occurs for pay to occur for the holiday.

9.5 **Uniform.**

The District will provide for each employee 6 shirts for the purpose of wearing at work at the beginning of the employee's service. Additionally, the District shall provide the employee an appropriate jacket for winter and spring. The shirt will bear an emblem identifying the wearer as an employee of Decatur Public School District No. 61. Work shirts shall be the property of the Board, shall not be deliberately altered or destroyed. Damaged clothing will be returned to the District for replacement at no cost to the employee.

9.6 **Calendar.**

Work days shall include no fewer than two (2) in-service days, scheduled at the Board's discretion. "Regular work day" shall include only those days when school is in session. This provision shall be superior to all other provisions. The Board will have the right to schedule up to 24 hours of mandatory training and/or meetings for employees over the course of the year.

9.7 **Labor Management Meetings and Committees.**

The Union and Management shall meet at least once per semester upon request of either Party to discuss matters of mutual interest.

The Union and Management shall meet as often as necessary to develop clear guidelines for acceptable use of force, make revisions to same, and to develop training for same, as well as training on any other matter that would be mutually beneficial. The Committee shall also develop a schedule for such trainings.

The parties intend both meetings and committees to be non-bargaining committees as meant pursuant to the court's ruling in *Alton v. IELRB*. The purpose of the committees is to be advisory in nature, with final decisions vesting in and resting with Management, whether the committee apparently reaches consensus or not.

ARTICLE X
PERSONNEL FILE

The official personnel file for bargaining unit members will be maintained in the personnel office. When any disciplinary document is placed in an employee's official personnel file, the Board shall furnish the employee and the Union a copy of such document. Employees will be permitted to review their official personnel file and obtain copies of any document therein, pursuant to the provisions of the *Personnel Records Review Act*.

**ARTICLE XI
MEDIATION**

Either party may file a request for mediation with the Federal Mediation and Conciliation Services (“FMCS”) at any time after the commencement of bargaining. When one party requests mediation with FMCS, the other party shall consent to mediation.

**ARTICLE XII
EFFECT OF AGREEMENT**

- 12.1 **Severability.** If any portion of this Agreement is in violation of any law of the State of Illinois, that portion shall be considered null and void, and shall be severed from this agreement, with the remainder to continue in full force and effect. Both parties to this Agreement must comply fully with all applicable state and federal laws.
- 12.2 **No Strike.** 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 or encourage any such activities.
- 12.3 **No Waiver.** 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. 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 unless such waiver is in writing.
- 12.4 **No Lockout.** During the term of this Agreement or any renewal or extension thereof, the Board will not lock out bargaining unit members during any regular work-day. In the event of any picketing, strike, work stoppage, slow down or other concerted activity by any other labor organization; the employees agree to fully perform their job functions and responsibilities.
- 12.5 **Term of Agreement**

This Agreement shall be effective the October 8, 2019 school term and shall continue in effect through the end of the day June 30, 2023.

This Agreement is signed this 8th day of October, 2019.

IN WITNESS WHEREOF:

For the Service Employees International Union Local 73

[Signature] SEIU #73 President

Bargaining Team Members

[Signature] SEIU #73 Representative

[Signature] Security Officer Team Member

[Signature] Security Officer Team Member

[Signature] Security Officer Team Member

For the Board of Education, Decatur Public School District No. 61

[Signature] President

[Signature] Secretary

**APPENDIX A
WAGES**

FY 2019-20			FY 2020-21		
	SECURITY	LEAD		SECURITY	LEAD
Year 1	17.44	18.19	Year 1	18.04	18.79
Year 2	17.53	18.28	Year 2	18.13	18.88
Year 3	17.62	18.37	Year 3	18.22	18.97
Year 4	17.71	18.46	Year 4	18.31	19.06
Year 5	17.80	18.55	Year 5	18.40	19.15
Year 6	17.89	18.64	Year 6	18.49	19.24
Year 7	17.98	18.73	Year 7	18.58	19.33
Year 8	18.07	18.82	Year 8	18.67	19.42
Year 9	18.16	18.91	Year 9	18.76	19.51
Year 10	18.25	19.00	Year 10	18.85	19.60
Year 11	18.34	19.09	Year 11	18.94	19.69
Year 12	18.43	19.18	Year 12	19.03	19.78
Year 13	18.52	19.27	Year 13	19.12	19.87
Year 14	18.61	19.36	Year 14	19.21	19.96
Year 15	18.70	19.45	Year 15	19.30	20.05
Year 16	18.79	19.54	Year 16	19.39	20.14
Year 17	18.88	19.63	Year 17	19.48	20.23
Year 18	18.97	19.72	Year 18	19.57	20.32
Year 19	19.06	19.81	Year 19	19.66	20.41
Year 20	19.15	19.90	Year 20	19.75	20.50
Year 21	19.24	19.99	Year 21	19.84	20.59
Year 22	19.33	20.08	Year 22	19.93	20.68
Year 23	19.42	20.17	Year 23	20.02	20.77
Year 24	19.51	20.26	Year 24	20.11	20.86
Year 25	19.60	20.35	Year 25	20.20	20.95
Year 26	19.69	20.44	Year 26	20.29	21.04
Year 27	19.78	20.53	Year 27	20.38	21.13
Year 28	19.87	20.62	Year 28	20.47	21.22
Year 29	19.96	20.71	Year 29	20.56	21.31
Year 30	20.05	20.80	Year 30	20.65	21.40

Until October 8, 2019, employees shall be paid on the 2018-19 salary schedule. Beginning October 9, 2019 employees shall be paid on the 2019-20 schedule.

FY 2021-22

	SECURITY	LEAD
Year 1	18.60	19.35
Year 2	18.69	19.45
Year 3	18.78	19.55
Year 4	18.87	19.65
Year 5	18.96	19.75
Year 6	19.05	19.85
Year 7	19.14	19.95
Year 8	19.23	20.05
Year 9	19.32	20.15
Year 10	19.41	20.25
Year 11	19.50	20.35
Year 12	19.59	20.45
Year 13	19.68	20.55
Year 14	19.77	20.65
Year 15	19.86	20.75
Year 16	19.95	20.85
Year 17	20.04	20.95
Year 18	20.13	21.05
Year 19	20.22	21.15
Year 20	20.31	21.25
Year 21	20.40	21.35
Year 22	20.49	21.45
Year 23	20.58	21.55
Year 24	20.67	21.65
Year 25	20.76	21.75
Year 26	20.85	21.85
Year 27	20.94	21.95
Year 28	21.03	22.05
Year 29	21.12	22.15
Year 30	21.21	22.25

FY 2022-23

	SECURITY	LEAD
Year 1	19.17	19.92
Year 2	19.27	20.02
Year 3	19.37	20.12
Year 4	19.47	20.22
Year 5	19.57	20.32
Year 6	19.67	20.42
Year 7	19.77	20.52
Year 8	19.87	20.62
Year 9	19.97	20.72
Year 10	20.07	20.82
Year 11	20.17	20.92
Year 12	20.27	21.02
Year 13	20.37	21.12
Year 14	20.47	21.22
Year 15	20.57	21.32
Year 16	20.67	21.42
Year 17	20.77	21.52
Year 18	20.87	21.62
Year 19	20.97	21.72
Year 20	21.07	21.82
Year 21	21.17	21.92
Year 22	21.27	22.02
Year 23	21.37	22.12
Year 24	21.47	22.22
Year 25	21.57	22.32
Year 26	21.67	22.42
Year 27	21.77	22.52
Year 28	21.87	22.62
Year 29	21.97	22.72
Year 30	22.07	22.82