

DECATUR
PUBLIC
SCHOOLS #61

**MOST RECENT OFFER TO
SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL #73 CUSTODIANS**

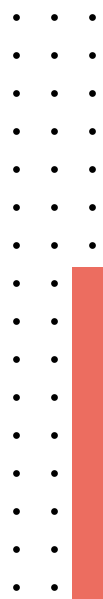
STATUS OF NEGOTIATIONS

- The Board of Education has been working with the SEIU Custodial Union to negotiate a fair multi-year contract that serves the best interests of all District stakeholders – our students, parents, employees, and the Decatur taxpayers.
- The Board of Education began negotiating on February 21, 2024. Six additional bargaining meetings were held on April 4, April 17, May 15, June 6, June 12, and July 8, 2024.
- The Union requested entering mediation on June 12, 2024. The Union also requested to continue traditional bargaining until a mediation date was set. The Board was agreeable to both requests. A bargaining meeting was held on July 8, 2024, prior to mediation. The first of three scheduled mediation meetings was held on June 30, 2024, with two additional dates scheduled for August 29, and September 4, 2024.
- The Union initiated the public posting process under the Illinois Educational Labor Relations Act on August 16, 2024. The initiation process requires a submittal of the most recent proposals presented by each party to the Illinois Educational Labor Relations Board. The public posting process is a procedural pre-requisite to the Union's ability to legally strike.



DISTRICT OFFER

- **The District's financial offer includes: \$0.75 increase to the base in year one, \$0.75 increase to the base in year two, and a \$0.10 increase to the Lead Custodian increment in year one. All other language proposals not already tentatively agreed upon will be dropped. The estimated cumulative cost for this proposal without step increases is \$375,840.00 or a 9.7% increase over two years. The estimated cumulative cost for this proposal with step increases is \$549,840 or a 14.2.% increase over two years.**
- The general wage increase reflects a 3.75% increase to base wages for post-probationary employees in the first year, which is .78% higher than the annual CPI-U (inflation) published June of 2023, and .78% higher than inflation for the year published June 2024.
- Current starting wages for custodians in the Decatur Public School District are \$18.00/hour for the probationary period and \$20.00/hour after completing the 90-day probationary period. Similar school districts in Central Illinois range from \$16.10/hour to \$19.12/hour. DPS already pays non-probationary starting wages that are 4.6% to 24.2% more than other area school districts. Public sector custodians in other Decatur community facilities currently range from \$14.00/hour to \$16.03/hour, which means DPS currently pays non-probationary wages that are 24.7% to 42.9% higher than public sector wages for similar positions in the community. According to SEIU's website, DPS custodians are paid higher wages than the vast majority of SEIU affiliated custodial bargaining units in Illinois, constituting nearly every contract they negotiate except for three school districts in suburban Cook County, Illinois.



ITEMS THAT HAVE BEEN TENTATIVELY AGREED UPON BY BOTH PARTIES

ARTICLE II

GRIEVANCE PROCEDURE

1. **Definition.** 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. **Purpose.** The purpose for this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise.
3. **Process.** 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. All signatures and/or certification by either or both parties may be submitted electronically. An employee or representative of the Union shall attempt to solve problems informally before filing a grievance. The employee(s) and the employer agree to follow the procedures outlined in the following steps:

ITEMS THAT HAVE BEEN TENTATIVELY AGREED UPON BY BOTH PARTIES

Step 1. Any claim shall first be presented orally to the most immediate supervisor (foreman or principal, whichever is applicable), within five (5) working days of event, or five (5) working days of employee's knowledge of event. The Supervisor of Custodians will respond to the oral grievance within five (5) working days from notice of the oral grievance.

- Failing to reach a satisfactory agreement, the Grievant 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 2. If a satisfactory resolution of the claim cannot be reached during Step 1, then a formal written grievance shall be presented by the Chief Steward or his/her designate to the Director of Buildings and Grounds within ten (10) working days of the oral discussion. The formal grievance and the administrator's reply shall be in writing on the forms provided.

- The Grievant and/or the Union must specify the Article and Section of this Agreement which was allegedly violated, and give pertinent evidence in support of his/her grievance.
- All copies of the grievance must be signed by the Grievant and/or by an official representative of the Union. The Director of Buildings and Grounds shall certify with his/her signature the date and hour of receipt of the grievance.
- 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. 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 Grievant has not signed and presented to the Director of Human Resources the form for appeal.

Step 3. If the Grievant 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.

ITEMS THAT HAVE BEEN TENTATIVELY AGREED UPON BY BOTH PARTIES

APPEAL TO BINDING ARBITRATION

Step 4. 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.

- 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. 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 preference by both parties, then both parties will proceed in accordance with the rules of the American Arbitration Association.

Signed 4/17/2024 @ 5:00 pm

ITEMS THAT HAVE BEEN TENTATIVELY AGREED UPON BY BOTH PARTIES

ARTICLE XI

WORKING CONDITIONS

The District shall provide to the Union **Steward**, reasonable access to employees in the bargaining unit they represent. The access shall at all times be conducted in a manner so as not to impede normal operations. Access includes the right to meet with one or more employees on the employer's premises during the work day to investigate and discuss grievances and workplace-related complaints without charge to pay or leave time of employees or agents of the Union, the right to conduct workplace meetings during breaks and before or after the workday, on the District's premises to discuss collective bargaining negotiations or other matters related to the duties of the Union, and the right to meet with newly hired employees at a location mutually agreed to by the District and the Union either within the first two weeks of employment or at a later date if mutually agreed by the District and the Union.

Signed 4/17/2024 @ 5:00 pm



ITEMS THAT HAVE BEEN TENTATIVELY AGREED UPON BY BOTH PARTIES

ARTICLE XI

WORKING CONDITIONS

New Section 14. Management shall develop training checklist in consultation with Labor-Management committee for all new hires. The Union will appoint their team members to represent Labor. Trainer and trainee shall initial checklist as soon as training on that item has been successfully completed. It shall be a management responsibility to train new employees.

Signed 6/6/2024 @ 5:55 pm

ITEMS THAT HAVE BEEN TENTATIVELY AGREED UPON BY BOTH PARTIES

APPENDIX A

Changes made to the form are as follows:

- Moved Seniority to the very top of the evaluation form.
- In the Seniority Section changed one year to 1.5 year.
- Removed Section Baseline Written Assessment and added the 20 points to the Quality of Interview which changed 80 points to 100.

Signed 7/8/2024 @ 5:50 pm

ITEMS THAT HAVE BEEN TENTATIVELY AGREED UPON BY BOTH PARTIES

Article IV Discipline, Discharge and Suspension

Several changes were made to this article including setting a deadline for fact finding, notification of rights to representation, and streamlining the parties' agreement to which causes may result in termination.

Signed 7/8/2024 @ 6:00 pm

CONCLUSIONS

- The Board of Education is committed to attracting and retaining custodial staff through fair and competitive wages and benefits.
- The Board of Education is committed to ensuring a fiscally responsible agreement allowing for long-term financial health of the district.
- The Board of Education looks forward to continuing to working collaboratively with the Union to reach a fair and competitive collective bargaining agreement. We remain hopeful there will be no additional disruptions to the educational opportunities of children based on the process of these negotiations.

