

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** ("Agreement") is entered into this __ day of May, 2024, between Oak Park Elementary School District 97 (the "District") and Service Employees International Union Local 73 (the "Union") (collectively, the "Parties").

WHEREAS, the District and the Union are parties to a Collective Bargaining Agreement through June 30, 2025 (the "CBA"); and

WHEREAS, pursuant to Article II of the CBA, the Union is the exclusive bargaining agent for all custodial floaters, custodians, delivery person(s), print shop employee(s), building engineers, and maintenance employees employed by the District; and

WHEREAS, bargaining unit employees are currently paid an annualized salary amount over 26-pay periods in accordance with the wage schedules contained in Article XVII of the CBA; and

WHEREAS, the District requires bargaining unit employees to clock-in upon arrival for their work shift assignment and to clock-out upon departure using an electronic device; and

WHEREAS, effective June 13, 2024, bargaining unit employees shall no longer be paid an annualized salary amount and will instead be paid based upon their daily clock-in and clock-out records, with each employee's hourly rate calculated upon their current annualized salary amount; and

WHEREAS, the District and the Union have discussed this matter and concur with adjusting the method for payment of bargaining unit employees effective June 13, 2024 as specified within this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual undertakings and agreements of the Parties hereto, it is hereby agreed by the District and the Union as follows:

1. Incorporation of Recitals

The foregoing recitals shall be considered part of this Agreement and shall be binding upon the Parties.

2. Employee Pay Effective June 13, 2024

Effective June 13, 2024, bargaining unit employees will be paid at an hourly rate based upon their daily clock-in and clock-out electronic records. An employee will not receive pay for time not at work (*e.g.*, late arrivals and early departures) unless the employee has utilized paid leave in accordance with Article XIX of the CBA. An employee will not receive a reduction in their pay if they arrive to work within seven (7) minutes of their scheduled start time or leave work within seven (7) minutes of their scheduled end time (although the Parties acknowledge that late arrivals and early departures, when not authorized and/or approved, will subject an employee to disciplinary action). An employee's hourly rate will be based upon their yearly salary contract amount (specified in Article XVII of the CBA) divided by 2080.

3. Acknowledgements

The Parties represent and acknowledge that they have read and fully understand the terms and conditions of this Agreement and that each is entering into this Agreement voluntarily. The Parties further represent and acknowledge that they have not relied on any representations or promises except as described herein.

4. **Effect of Agreement**

The Parties acknowledge and agree that except as otherwise stated herein, this Agreement does not constitute an amendment to or revision of the current CBA or to any successor agreement between the District and the Union.

5. **Entire Understanding**

This Agreement sets forth all the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof and there are no promises or undertakings, either oral or written, expressed or implied between them other than those set forth herein.

6. **Effective Date**

This Agreement is effective immediately upon full execution of the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement on the dates set forth below.

Oak Park Elementary School District 97

By: _____

Date: _____

SEIU Local 73

By: James J. Lively

Date: 5/21/2024