Harvey Elementary School District 152 Local 73 Summary of Contractual Negotiations

Prepared for the Board of Education by Dr. Margaret W. Longo and Dr. Lela A. Bridges Webb

The following summary provides deletions, additions and new language within the contract. In addition, items concerning financial compensation are included. For salary, it was the Board's intent to bring all employees within Local 73 to 15.00 per hour and this will be accomplished at the completion within the first year of the contract.

The Board team consisted of Ms. Gloria Johnson, Dr. Lela Bridges-Webb, Dr. Margaret Longo, Dr. Matt Wilkinson, Mr. Frank Kuzniewski.

Abstract

Negotiated Agreement for School Years-2018-2019, 2019-2020, 2020-2021, 2021-2022

Previous Contract Page Number	Article Number	Add, Delete, Change	Language
5	1.2 Distribution of Agreement	Delete	"Duplication"
5	1.2 Distribution of Agreement	Add New Language	"all costs or preparing and copying the agreement"
5-6	2.1-Fair Share	Delete	Delete all 'Fair Share Language
5-6	2.1 Maintenance of Check Off	Add	Upon confirmation by the union an employee covered by this agreement has authorized check-off of dues, the Employer shall deduct such dues from wages owed to the employee, unless the authorization is revoked by the employee in accordance with this section. Specifically, any employee who wishes to revoke dues check-off must do so by giving written notice to the Employer and the Union during the period but not less than thirty days and not more than 45 days before the annual anniversary date of the employee's authorization or the date of the applicable collective bargaining agreement between the Employer and the Union, whichever occurs first.
7	3.1-Anti-Discrimation	Change-Add Language	"Or as otherwise prohibited by state and federal law".
8	4.2-Visitation	Delete	Within 24 Hours
		Change-Add Language	'Uniform steward or non- employees SEIU representatives of the union'
9	4.6 -New Employee Orientation	Change-Add	'Names and addresses of newly-hired employees shall be provided to the Union within seven (7) working days after Board approval'.

9	4.7-Board Meetings	Delete	Written Notice
	-	Change-Add	'shall be given electronic
		Language	notification'
9	4.8-Pertinent	Change-Add	'The Union may provide a
	Information	Language	bulletin board for use by the
			union readily accessible to
			all bargaining unit
			employees. The union may
			post material on the bulletin
			board for any legitimate
			union purpose. The bulletin
			board shall be placed in the
			staff lounge at each
			campus.'
11	6.11-Summer Food	Add Language	In the event the District has
	Service Program		a food service program for
			the years covered by this
			agreement, (2018-2022) it is
			agreed and understood the
			implementation of the
			summer food service
			program, it shall be the right
			of the Board of Education
			and the Administration. In
			the event the district
			implements such program,
			it will be offered first to
			employees covered under
			this collective bargaining
			agreement before
			employing individuals
			outside of this agreement.
			If the summer school or
			extended school year
			program provides
			nutrition/meals for
			students, the following
			criteria for employment
			selection of staff will be
			followed:
			1. By April 1 of any
			given school year, or
			as soon thereafter
			as reasonably
			possible, the school
			district will notify
			the union and the
			bargaining unit

members of any a	and
service program	
positions available	e
for the upcoming	
session the distri	ct
intends to fill.	
2. The school distric	t
will notify the	
bargaining unit	
members by post	ing
a notice within th	ie
school and on the	9
district's website	
3. Bargaining unit	
members have si	x
(6) days from the	
date of the posting	ng
to notify the distr	rict
(in writing) by Ap	ril
15 of their intere	st
in a position in th	e
summer	
school/extended	
year food service	
program.	
4. The district shall	
select the	
bargaining unit	
members to fill the	ne
positions based of	n a
rotating seniority	,
basis. Seniority sl	nall
be defined per	
'Article 11-Senior	ity'
of this agreemen	
For the first sumi	mer
food service	
program, after th	is
agreement is	
executed, the	
rotating seniority	
list will begin with	h
bargaining unit	
members with th	e
most seniority	
within their	
respective category	ory

at the top of the list and shall provide in descending order, all the bargaining unit members with all members included (from most to least seniority).Bargaining unit members higher on the rotating seniority list shall be offered positions first over less senior employees. 5. Priority will be given to staff members who have not been selected in the previous two (2)years unless no other bargaining unit member applies for the open food service position. 6. Selected staff are expected to work the entire session. 7. Bargaining unit members with higher seniority than the employee with the highest seniority who was not offered a summer school/extended year food service position, shall be rotated to the bottom of the 'rotating seniority list' which will be used in the selection of employees for the next summer

	1	T	
			school/extended
			school year
			program. Any
			bargaining unit
			members hired
			subsequent to the
			initial creation of
			the seniority order
			list, shall be added
			to the list based on
			their hire date. The
			process will be
			repeated for each
			successive summer
			school/extended
			year food service
			I -
			program.
			8. If the summer
			school/ extended
			year program does
			not enroll the
			requisite number of
			students, staff will
			be reduced without
			compensation. If
			such a situation
			occurs, the staff
			member will remain
			at the top of the
			seniority list for the
			following summer
			school/extended
			year program.
14	7.6-Evaluation	Delete	June 30
17	7.0 Evaluation	Add	April 1
1.4	9.1 Criovanas		'
14	8.1 Grievance	Add	Bullet 4
	Procedure-Definition		"the aggrieved employee
	of Grievance		shall present the grievance
			to the Union for a grievance
			number".
14	8.1 Grievance	Delete	Bullet 6
	Procedure-Definition		"Whenever in parts of this
	of Grievance		article the word "employee"
	2. 2		appears, it shall be
			construed to mean "Union"
			or its designee sitting on
			behalf of the 'employee',
			except as provided in

			section 4 above. Whenever
			the word "Superintendent",
			"Board", or "Principal"
			appears it shall mean the
			person or designee.
14	8.3 First Stage	Delete	All First Stage Language
	8.3 First Stage	Add	"First Stage
			(Supervisor/Principal):
			The filing of the grievance at
			the First Stage must be
			within twenty working days
			(days when the district
			office is open) after the
			occurrence giving rise to the
			grievance shall meet with
			the aggrieved employee and
			the Union's representative
			following the filing of the
			grievance. The
			supervisor/principal who
			has the authority to make a
			decision on the grievance
			shall make a decision and
			communicate in writing to
			the employee,
			Superintendent, and the
			Union's representative
			within ten working days
			after receiving the written
			grievance. The written
			response may include a
			reasoning or explanation of
			the decision. In the event a
			time limit expires without
			the issuance of a written
			reply by the principal or the
			principal elects not to hear
			the grievance, the aggrieved
			shall have the right to
			submit the grievance to the
			next level. In the event
			grievance is of a nature
			grievance is of a nature which effects more than one
			(1) school, the grievance
			may be moved immediately
			to the second stage by
			mutual consent by mutual
			mutual consent by mutual

			concept of the
			consent of the
			Superintendent and the
			President, or designed of the Union.
15		Delete	
15		Delete	"If the grievance is not
			resolved by the
			Superintendent, the
			aggrieved party or
			representative must file within ten(10) working days
			of the of the receipt of the
			Superintendent's response
			on appeal to the President
			of the Board of Education.
			The Board of Education shall
			hold a meeting of the
			parties and respond within
			fifteen (15) working days of
			the receipt of the
			grievance".
15	8.5 Third Stage	Delete	Current language
15	8.5 Third Stage	Add	In the event a grievance has
	(Board)	7100	not been resolved as a
	(Dod. a)		result of observance of the
			second stage, the aggrieved
			employee may submit a
			grievance to the Board by
			filing, within ten (10)
			working days of the
			Superintendent's written
			decision, three (3) copies of
			the grievance. One(1) copy
			shall be filed with the
			President of the Union, one
			(1) copy shall be filed with
			the Superintendent, and
			one (1) copy will be
			submitted to the Board
			President.
			The Board shall arrange to
			meet with the aggrieved
			employee and Union
			representative(s) in closed
			session at it's next regularly
			scheduled Board Meeting;
			otherwise, unless the Board
			waives the five (5) day
			timeline, such meeting will
			meet with the aggrieved employee and Union representative(s) in closed session at it's next regularly scheduled Board Meeting; otherwise, unless the Board waives the five (5) day

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		occur at the following next
		regularly scheduled Board
		Meeting. Upon conclusion
		of the meeting, the Board
		will shall file a written
		decision within ten (10)
		working days of the
		termination of the third
		stage meeting. The Board's
		reply shall be
		communicated in writing to
		the employee, union
		representative and
		President, and the
		Superintendent. The written
		response will include a
		reason or explanation
		regarding the decision.
8.6 Grievance-Stage 4	Add-New Language	In the event a grievance has
(Mediation)		not been resolved at the
())		third stage, the Association
		may submit the grievance to
		mediation by filing, within
		ten (10) working days of the
		Board of Education's written
		decision or reply, a request
		for mediation with the
		Federal Mediation and
		Conciliation Service FMCS,
		the Board President and the
		Superintendent. If the
		Association elects to submit
		the grievance to mediation,
		the Board shall submit its
		concurrence to FMCS. The
		parties will mutually work to
		schedule a first mediation
		session with a mediator
		from the FMCS to take place
		within 30 days, then either
		party may further decide
		that the parties will skip the
		fourth stage. The parties
		must mutually agree to continue the mediation
		process after the first
		mediation session takes
		place. If they do not

		mutually agree to continue
		the mediation process, the
		mediation process will be
		•
0.7.5:01.01	A 1 1 A 1	considered complete.
8.7 Fifth Stage	Add-New Language	If the grievance is not
(Arbitration)		resolved by the procedure
		outlined in the third and/or
		fourth stage, as applicable,
		within twenty (20) working
		days of the receipt of the
		Board's written response, or
		completion of the mediation
		is applicable, there shall be
		available a fifth stage of
		binding arbitration. The
		Union may submit the
		grievance to arbitration
		under the Voluntary Labor
		Arbitration rules of the
		American Arbitration
		Association (AAA), which
		shall act as an administrator
		of the proceedings. If a
		demand for arbitration is
		not filled within twenty (20)
		working days from the
		conclusion of the Third
		and/or Fourth Stage, as
		applicable, then the
		grievance shall be deemed
		withdrawn.
		1. Jurisdiction of the
		arbitrator shall be
		limited to
		determining
		questions involving
		the interpretation,
		application or
		alleged violations of
		the terms of the
		Agreement and/or
		policies of this
		school district only
		as such policies
		relate to wages,
		hours, terms and
		conditions of
		employment.

2. The arbitrator is empowered to include reasonable recommendations including monetary awards or other remedies; however, nothing contained herein shall grant to the arbitrator the authority to grant punitive damages. 3. Each party shall bear full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties. 4. If either party requests a transcript of the proceedings, that party shall bear the costs of the transcript. If both parties order a transcript, the cost of the two transcripts will divided equally between the two parties. 5. The arbitrator's binding findings and recommendation shall be made available to the Board for implementation within thirty (30) days of the arbitrator's award. There shall be no appeal from the arbitrator's award except where

expressly provided by law. The arbitration proceedings shall take place at a mutually selected place. 6. All documents, communications or records dealing with the grievance shall be filed separately from the personnel files of the participants. No reprisals shall be taken by anyone because of the employee's participation of the grievance. 7. Bargaining unit members shall pursue employment disputes covered by this Agreement through the grievance procedure provided in Article IV of the Agreement and shall not pursue external remedies through agencies or courts as an initial remedy. 8. Should an arbitration hearing require an employee and/or a Union representative be released from his or her regularly scheduled duties, the employee and/or Union representative shall be released without

			loss of pay, leave time, or benefits.
14		Change	Bullet 6 "Working days when used shall be defined as employee attendance days during the school term; Monday through Friday, excluding holidays."
17	11.3-Reduction in Force	Add New Language	Tie In the event there is a tie (employees in the same category with the same hire date), names will be placed in a lottery, and drawn with administration and Union Leadership present. The order of recall occurs in numerical order with the first name drawn being the first employee recalled.
19	13.1-Notice Limitations	Add New Language	"No later than October 1st of the current school year, maintenance and custodial/courier may apply for vacation time off during winter break. One custodian/courier from each school and one maintenance staff member may be granted vacation time each year based on the seniority of the applicants. Vacation will be awarded on a rotating basis. Employees will be informed 5 working days after the request is made.
19		Add New Language	Vacation time will not be granted during 2 weeks prior to the start of the school year or during the first week of school. Vacation may not be taken during spring break.