

## **Memorandum of Agreement**

**Between**

**Oak Park and River Forest High School District 200 and**

**Service Employees International Union, Local No.73,**

**Buildings, Grounds, Custodial and Maintenance**

This Memorandum of Agreement (MOA) serves to memorialize that, due to the disruptive nature of the COVID-19 pandemic, including, but not limited to the necessity for remote instruction through the first semester of 2020, Oak Park and River Forest High School District 200 (the “District”) and the Service Employees International Union, Local No. 73, Buildings, Grounds, Custodial and Maintenance (the “Union”) (collectively, the “Parties”) have agreed that the need for certain education support staff including the Buildings, Grounds, Custodial and Maintenance employees has been temporarily impacted.

The parties agree as follows:

1. The District will not engage in the honorable dismissal of bargaining unit employees in accordance with 105 ILCS 5/10-23.5 (also known as reductions in force in accordance with parties current collective bargaining agreement (CBA)) for the period of time that the District provides instruction on a fully remote basis during the first semester 2020. In lieu of such permanent reductions in force, the Union agrees to the temporary reduction of work hours for 11 skilled maintenance, 28 custodians, 1 assistant head custodian, and 1 dock attendant in the bargaining unit for the period of time that the District provides instruction on a fully remote basis during the first semester 2020. Specifically, work hours for the 11 skilled maintenance employees will be reduced by 1 hour per day not to exceed a reduction of 5 hours per week and work hours for the 28 custodians, 1 assistant head custodian, and 1 dock attendant will be reduced by 8 hours a week. The temporary work schedule for custodians, the assistant head custodian, and the dock attendant will consist of 32 hours within a 4-day work week, with staggered schedules to ensure necessary coverage in the building. The employees subject to the temporary reduction in hours are identified in Attachment A and incorporated herein.
2. The effective date of the above temporary hour reductions will be September 28, 2020. The parties agree that notices of the temporarily reduced hours will be issued to the individual employees based on the execution of this MOA and that the issuance of such notices will satisfy any and all obligations on the District under the Illinois School Code.
3. In addition, in lieu of a permanent reduction in force for the period of time that the District provides instruction on a fully remote basis during the first semester 2020, the District will provide a retirement incentive of \$10,000 to be paid 90 days after the employee’s final day of employment to bargaining unit members who are currently eligible to retire under Article XX of the parties’ Collective Bargaining Agreement (CBA), provided the employee retires no later than October 1, 2020. The retirement

incentive does not replace any other retirement benefits specified in the CBA. All eligible employees who wish to take advantage of this incentive shall submit a written notice of retirement upon approval of this MOA for the effective date no later than October 1, 2020.

4. The Union and the District agree that this Agreement is based on the unique circumstances relating to COVID-19, is entirely non-precedential, and will not constitute binding precedent for the District or the Union in any past or future grievance or in relation to their respective positions concerning the existing collective bargaining agreement (CBA), practices, procedures or policies.
5. This MOA applies specifically to the period of the remote instruction during the First semester 2020, will expire when the return to in-person instruction becomes possible, and does not modify, amend, or otherwise affect any provision of the parties' CBA.
6. This MOA sets forth all the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof and there are not promises, agreements, or undertakings, either oral or written, expressed or implied between them other than as set forth herein. No subsequent alteration, amendment, change, or addition to this MOA shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by each of them.
7. The District and Union respectively represent that the person signing this MOA is duly authorized to do so on its behalf.
8. This MOA may be executed in two or more counterparts, in hard-copy or electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Service Employees International Union  
Local No. 73, Buildings, Grounds,  
Custodial and Maintenance**

**Oak Park and River Forest High School  
District 200**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment A

### Employees Subject to the Temporary Reduction in Hours

Name	Employee Category
Baer, Joshua W	Custodian
Bessas, Dimitrios	Custodian
Black, Bradley C	Custodian
Brown, D'quan	Custodian
Brown, Lonnie R	Custodian
Calderon, Gustavo	Custodian
Celis Jr, Humberto	Custodian
Crisp, David	Custodian
Davis, Donnell E	Assistant Head Custodian
Delrio, Manuel	Custodian
Farrar, William D	Custodian
Guillen, Hilda	Custodian
Johnson, Robert L	Custodian
Jones, Frank B	Custodian
Micek, Shane	Custodian
Michaca Ruiz, Hector	Custodian
Miller, Gregory A	Custodian
Phillips, Michael W	Custodian
Rubio, Martiniano	Custodian
Salgado, Griselda	Custodian
Serrano, Francisco	Custodian
Smith, Apollo A	Custodian
Smith, Charles A	Custodian
Sorensen, Kevin T	Custodian
Soto, Victor M	Custodian
Wesson, Harley R	Custodian
Word, Kevin L	Custodian
Collins, Robert C	Dock Attendant
Cordero, Elimelec	Skilled
De Jesus, Hector	Skilled
Dennehy, Timothy E	Skilled
King, Lark W	Skilled
Kosinar, Larry A	Skilled
Lama, Kenneth A	Skilled
Lynch, Benjamin P	Skilled

<b>Name</b>	<b>Employee Category</b>
Raggs, Roy H	Skilled
Slee, James A	Skilled
Slifka, George W	Skilled
Weiser, Jonathan R	Skilled