

**CUSTODIAL NEGOTIATION AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION BERWYN SOUTH  
SCHOOL DISTRICT 100**

**AND**

**SOUTH BERWYN CUSTODIANS' ASSOCIATION**

**2023-2027 (Fiscal Year 2024 to Fiscal Year 2027)**

Table of Contents

RECOGNITION:..... 1

ARTICLE 1 - NEGOTIATIONS PROCEDURE..... 1

ARTICLE 2 - EMPLOYEE AND ASSOCIATION RIGHTS ..... 2

ARTICLE 4 - GRIEVANCE PROCEDURE ..... 5

ARTICLE 5 - PROBATIONARY PERIOD ..... 7

ARTICLE 6 - EMPLOYEE EVALUATION..... 8

ARTICLE 7 - DISCIPLINE AND TERMINATION OF CONTINUING EMPLOYEES ..... 9

ARTICLE 8 - LEAVES..... 10

ARTICLE 9 - VACATIONS..... 12

ARTICLE 10 - HOURS ..... 14

ARTICLE 11 - SALARY AND FRINGE BENEFITS ..... 15

ARTICLE 12 - WORK SCHEDULE AND WORKLOAD ..... 17

ARTICLE 13 - PROFESSIONAL IMPROVEMENT AND CONSULTATION..... 18

ARTICLE 14 - VACANCIES, PROMOTIONS, SENIORITY ..... 19

ARTICLE 15 - REDUCTION OF EMPLOYEES ..... 20

APPENDIX A – SALARY SCHEDULE..... 22

APPENDIX B - BENEFITS..... 26

## **RECOGNITION:**

The Board of Education of School District 100, Cook County, Berwyn, Illinois, hereinafter referred to as the "Board", recognizes the South Berwyn Custodians' Association/IEA/NEA hereinafter referred to as the "Association", as the exclusive negotiating agent for all custodial, and full-time and at least half-time personnel, hereinafter referred to as "Employee", except for supervisors, managerial, confidential, short-term employees (to include those hired during the summer months) and students.

## **ARTICLE 1 - NEGOTIATIONS PROCEDURE**

- 1.1 The parties agree that their duly designated representatives shall negotiate in good faith with respect to salaries, fringe benefits, working hours, and those conditions of employment indicated in this Agreement. Notice of negotiations shall be given no later than May 1. The Board shall appoint no more than three Board members or administrative employees and the custodians shall appoint no more than three employees of the District as their representatives. With the agreement of the other party, either party may use the services of a consultant during negotiations.
- 1.2 If agreement is not reached within ninety (90) days of the commencement of negotiations, either party may declare to the other in writing that an impasse exists and call for a mediator.
- 1.3 When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by both parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives or both, either jointly or separately, and shall take such steps as the mediator deems appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- 1.4 A "Labor-Management Committee" shall be established consisting of three bargaining unit members, (preferably two (2) custodial employee representatives and one (1) maintenance service employee representative), and the Superintendent of Schools and other District designee(s). Such a committee shall meet to discuss problems of mutual concern for recommendation to the Board toward improving District custodial and maintenance service operations. The committee shall agree no later than September 15 to establish dates for quarterly meetings.

The committee may also evaluate service performed beyond the letter of job descriptions resulting in cost savings, more efficient operations, enhancement of school property or exceptional service to children or adults. An agreed upon pool of dollars may be set aside to distribute to individuals approved by the committee and the Board.

## **ARTICLE 2 - EMPLOYEE AND ASSOCIATION RIGHTS**

- 2.1 Personnel File: Each employee shall have the right, upon request, to review the contents of said employee's personnel file, except as prohibited by the Illinois School Code.

Each employee has the right to review his/her personnel file. If the employee's file contains any material that is disciplinary in nature, the employee may have that material removed from the file provided at least five years has passed since the issuance of the discipline and there have been no incidents of a similar nature noted in the personnel file.

- 2.2 Right to Organize: Employees shall have the right to organize, join and assist the Association and to participate in negotiations with the Board. Employees shall also have the right to refrain from any or all of such activities. The Board shall not discriminate against any employee for reason of membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement, or lack of membership or participation.

- 2.3 Meetings, Notices, and General Information: The Association may be granted the following:

The use of school buildings for meetings, not to interfere with school needs and programs. Request for building use will be processed through the District Office as any other group must do.

The use of employee mailboxes, inter school mail, and staff or custodial bulletin boards for the purpose of internal communication, a copy of which must be sent to the Superintendent and principals before dissemination.

The use of school equipment, e.g. computers, copy machines, which use must be approved by the principal. All materials are to be furnished by the Association.

The Association President or designee shall be entitled up to a total of nine (9) days for pertinent local, state, or National Association business, provided the Association reimburses the District for the cost of a substitute, and further provides that a written request for leave has been received by the Superintendent at least five days prior to the date of absence. Only one member of the bargaining unit may be absent from work at a time pursuant to this paragraph, except for the Illinois Education Association ESP Conference when up to two (2) bargaining unit members may be absent. Information from this conference shall be shared with other members of the bargaining unit.

The Association shall be entitled to four meeting times per year to meet with the members of the bargaining unit. The meetings may be scheduled at any time with approval of the Superintendent. Request for time must be submitted to the Superintendent or his designee at least five days prior to the meeting.

- 2.4 **Supervision:** Each custodian is responsible to the building principal, Director of Buildings and Grounds, and Superintendent. While close coordination must be maintained with the building principal, any substantial changes in the normal work schedule or any major individual building problems should be adjusted in consultation with the Director of Buildings and Grounds.
- 2.5 **Right of Representation:** When an employee is required to appear before the Board concerning any matter that would adversely affect the employee's employment, the employee's position, or the employee's salary, the employee shall be entitled to have a representative of the Association present. Further when an employee is required to appear before the Board, the employee shall be advised in writing to the reasons for the requirement. The Superintendent shall be advised in writing as to the identity of the representative at least five (5) working days prior to the appearance.

### **ARTICLE 3 - ASSOCIATION SECURITY**

- 3.1 Dues Deduction: The Board shall deduct from each member's pay the current dues of the Association, provided that the Board has an employee-executed authorization for continuing dues deduction, the amount of which shall annually be certified by the Association. The authorization form shall be furnished by the Association. The authorization must be submitted annually by October 1 or within 30 days of employment for new employees.

New employees to the District will be informed by the Superintendent or his designee of the existence of the exclusive representative. In addition, the names and addresses of newly hired employees shall be provided to the Association within fifteen (15) calendar days after hired by the District.

## ARTICLE 4 - GRIEVANCE PROCEDURE

### 4.1 Grievance Defined:

- a. Grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific and express provision of this Agreement. The grievance must state the nature of the grievance, identify the specific clause or clauses of the Agreement allegedly violated, and request a definite remedy. No grievance will be processed or entertained unless it is filed in writing in accordance with Step I within fifteen (15) working days after the occurrence of the event giving rise to the grievance. Working days shall mean weekdays (M-F) when the Central Office is open for business.
- b. Basic Principles: Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this section or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted (terminated to the mutual satisfaction of all persons) without intervention or representation of Association representatives. The failure of an employee or the Association to act on any grievance within the time limits prescribed in this grievance procedure will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement, either oral or in writing.
- c. Procedure:
  - Step 1 - The grievant shall file his grievance in writing with his immediate supervisor or his designee within fifteen (15) working days of the occurrence of the event giving rise to the grievance. The immediate supervisor or his designee shall confer with the grievant in an attempt to resolve the grievance. A decision in writing shall be rendered to the grievant within five (5) working days of the conference.
  - Step 2 - If a satisfactory agreement is not reached at Step 1, the grievant may appeal to the Superintendent or his designee in writing within ten (10) working days after he has received the decision of the immediate supervisor or his designee. The Superintendent or his designee shall hold a conference within ten (10) working days after the receipt of the appeal and a written decision shall be rendered by him or his designee within five (5) working days after the conference.

Step 3 - If the grievance is not settled at the second step, the grievant has five (5) working days in which he may appeal to the Board of Education. The grievance shall be submitted to the Board of Education to be considered as soon as reasonably possible thereafter. The grievant, acting independently or through the Association, may present a written grievance to the Board or may request an oral hearing which will be granted at the discretion of the Board. If granted, the hearing will be conducted by the full Board or by a subcommittee of the Board. The Board shall render its decision within five (5) working days after the meeting.

Step 4 - In the event the grievant is not satisfied with the disposition of his grievance at Step 3, the grievance may be submitted to binding arbitration within ten (10) working days after receipt of the Board's answer in Step 3. The parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the ten (10) day period, the parties shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the standard operating procedures set forth by the American Arbitration Association. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. He shall consider and decide only the specific issues submitted to him in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific term(s) of this Agreement which has allegedly been violated, misinterpreted or misapplied under the facts of the grievance presented. The fees of the arbitrator shall be divided equally between both parties. All other expenses shall be borne by the party incurring them.



## **ARTICLE 5 - PROBATIONARY PERIOD**

- 5.1 Term: A newly hired employee or a newly promoted employee shall be termed a “probationary” employee. The normal probationary period for a newly hired employee shall be twelve (12) months from the date of hire. Notwithstanding the probationary period, a newly-hired employee may be dismissed for non-performance reasons if the position is to be filled by a person who failed to qualify for his or her newly promoted position. The normal probationary period for a newly promoted employee shall be twelve (12) months. The Board shall have the option to extend the probationary period for an additional six (6) school year months, provided written notice of such extension, including reasons therefore are furnished the employee at least ten (10) working days prior to the end of the normal probationary period. If the Head Custodian/Assistant Custodian cannot fulfill his or her duties, they remain in the position until a replacement is found. If the replacement is from a district bargaining unit position, the probationary promoted employee assumes an equivalent position to the one vacated by the newly promoted individual. If the replacement is from outside the district, the probationary promoted employee will be offered the position of the most recently hired custodian.
- 5.2 Completion: Upon completion of the probationary period the employee shall be placed on the list as a continuing employee and immediately credited with the service accumulated during the probationary period. Having passed the probationary period, such an employee will be considered a continuing employee from year to year unless the employee resigns by giving two (2) weeks written notice prior to the final day of work, or unless the employee is terminated in accordance with ARTICLE 7: EMPLOYEE TERMINATION.
- 5.3 Discharge: A newly hired probationary employee may be discharged without recourse anytime prior to the end of the probationary period. The discharge of a newly hired probationary employee shall not be subject to the grievance article herein and shall not be otherwise challengeable under any other of the provisions of this Agreement.

## **ARTICLE 6 - EMPLOYEE EVALUATION**

- 6.1 Frequency: Probationary employees shall be evaluated at least twice in each work year. Continuing employees shall be evaluated at least once every two years.
- 6.2 Notification: Immediate supervisors shall acquaint each employee under their supervision with the evaluation procedures, standards and instruments and shall advise each such employee as to who will observe and evaluate their performance. No evaluation may take place until such orientation has been completed.
- 6.3 Procedure: Each employee shall be evaluated in writing, using the appropriate evaluation instrument(s) developed by the administration. The evaluator shall have a meeting with the employee immediately following the execution of the evaluation instrument to discuss the evaluation.
- 6.4 Response: The employee shall have the right to attach an explanation to any adverse evaluations or other negative materials that are to be placed in the personnel files and/or may appeal to the Superintendent within twenty (20) work days from the time such adverse evaluation or other negative material is placed in such file.

## **ARTICLE 7 - DISCIPLINE AND TERMINATION OF CONTINUING EMPLOYEES**

- 7.1 **Warning:** Non-probationary employees shall be given written warning, specifically identifying the behavior(s) which, if not remediated within a reasonable period of time, could be the basis of termination. Prior to the issuance of a written notice of termination, the appropriate supervisor will have a conference with the employee, including therein a review of the employee's personnel file. If requested by the employee, an Association representative who shall be an employee of the District will be present at the conference.
- 7.2 **Notice:** A notice of termination shall be served at least ten (10) working days prior to the effective day of termination. In cases of gross misconduct or where the administration deems there is a threat to the safety or welfare of the District, students, or employees, the affected employee may be suspended immediately with or without pay at the District's discretion. The employee and the Association shall be provided with a written list of the specific charges against any employee being terminated for cause. Custodians who have completed their probationary period will not be terminated without just cause.
- 7.3 **Progressive discipline** as outlined in Section 7.1 above shall apply prior to any dismissal, except in cases of gross misconduct.

## **ARTICLE 8 - LEAVES**

- 8.1 Sick Leave: Each employee shall be granted fourteen (14) sick days annually. If an employee files for workman's compensation, the first three (3) missed days will be considered paid sick days. Sick leave shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption, acceptance of a child in need of foster care or placement for adoption. For purposes of this Article, "immediate family" shall mean the employee's parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. Each employee is allowed up to five (5) sick days to be used as Bereavement days, without forfeiting attendance bonus. Unused sick leave may be accumulated without limit. The District may at any time require verification of the need for sick leave and may require an employee to provide certification from a doctor or a mental health professional licensed in Illinois providing ongoing care or treatment to the employee for mental or behavioral health complications at the District's expense, or the District may require an employee to undergo a medical examination at the District's expense. The District Office shall keep employee records of sick leave absences, credits and accumulations, and will inform the employee of any deductions from annual salary based on excess use of sick leave.

Consistent attendance is a requirement for all employees covered by the Agreement in order for our schools to function in a safe and efficient manner. Once an employee reaches seven (7) sick days during one fiscal year, a doctor's note may be required for each absence thereafter. A pattern of absences for reasons not fully substantiated may result in progressive discipline up to and including release from employment.

- 8.2 Each employee shall be given seventeen (17) points per year of employment and shall have unlimited accumulation. A point shall be subtracted from an employee's accumulation each time the employee is absent due to personal days, personal illness, or illness or death in the immediate family. At the time of retirement, the employee shall receive a bonus of \$20.00 times the number of points accumulated over 75 points. No employee with less than five years service to the District shall be eligible.

- 8.3 Personal Leave: Employees, will have the privilege of three (3) days for personal business that cannot be conducted at another time. A request for a personal business day shall be submitted in writing to the director of Buildings and Grounds and the building principal no later than 24 hours in advance of the personal day. If approved, employees must enter the personal day into the district absence management system. Personal leave may not be used in conjunction with holidays, vacation days or sick days, except with the prior written permission of the Superintendent or designee. Personal leave may not be taken during the first five (5) school days or last five (5) days of the school year, or on a day proceeding or following a holiday or vacation. The Superintendent or designee may approve exceptions to the above. Unused personal leave shall accumulate to a maximum of three (3) days per year. Unused personal days shall roll over into sick days.
- 8.4 Jury Duty: If an employee is required by court order to serve on jury duty, the employee is entitled to regular pay during the period of jury duty, except to the extent of pay for jury duty.
- 8.5 Extended Leave of Absence: A leave of absence of up to six (6) months without pay may be granted to any employee upon approval by the Board.
- 8.6 Employees will have the opportunity to earn an attendance bonus on a bi-annual basis as follows:
- July 1 - December 31 (Payable on the first paycheck in January)
- Zero (0) sick days used = \$575  
1-2 sick days used = \$350
- January 1 - June 30 (Payable on the first paycheck in July)
- Zero (0) sick days used = \$575  
1-2 sick days used = \$350
- 8.7 Effective immediately, the Board will not pay any amounts to employees on leave under the Workers Compensation Act in excess of the minimum statutory requirements. Employees who qualify for disability compensation under said Act will receive such compensation as is required by the Act, but shall not receive the difference between this amount and the amount of their normal salary. This shall apply to all claims that are pending and to all future claims.

## ARTICLE 9 - VACATIONS

- 9.1 Amount: Continuing employees shall be granted annual (July 1-June 30) vacation with full pay and benefits according to the following schedule. "Years" means total years employment, including probationary periods, in the District prior to July 1 preceding the scheduled beginning date of the vacation. "Days" means regular working days exclusive of Saturdays, Sundays, scheduled holidays or any other regularly scheduled days off.

Vacation time shall be as follows:

|                |         |
|----------------|---------|
| 0-6 months     | 3 days  |
| 6-12 months    | 5 days  |
| After 1 year   | 10 days |
| After 6 years  | 15 days |
| After 15 years | 20 days |

Vacation days shall carry over from year to year, but may not accumulate to an amount more than the annual vacation entitlement of the employee.

- 9.2 Vacation requests will be handled as follows:

On student attendance days, only three (3) employees will be approved to use vacation day(s) with a limit of one (1) maintenance employee unless approved by the Superintendent. Vacation requests will be granted by seniority and are due by July 1st. Any requests received after July 1 will be granted on a first come first serve basis. Once one member has been approved for a vacation request that exceeds 10 consecutive days, all subsequent requests require the approval of the superintendent. Administration shall provide a rolling calendar of scheduled vacations to the association president on a monthly basis.

Vacations shall not be taken within the one-week period prior to the first pupil attendance day, or during the first week of summer break, unless a written request is submitted to the Superintendent or designee for approval and will only be approved for extenuating circumstances. Vacation days will be granted on July 1 of each year, and employees may use some of these vacation days prior to July 1 but no earlier than June 15 by requesting and obtaining approval from the Superintendent or designee.

9.3 Holidays: Legal holidays are those provided by Illinois law and such additional days as may be approved by the Board. The legal holidays are:

|                        |                           |
|------------------------|---------------------------|
| New Year's Day         | Labor Day                 |
| Martin Luther King Day | Indigenous Peoples' Day   |
| President's Day        | Veteran's Day             |
| Pulaski Day            | Thanksgiving Day          |
| Spring Holiday         | Friday after Thanksgiving |
| Memorial Day           | Christmas Eve             |
| Juneteenth             | Christmas Day             |
| Independence Day       | New Year's Eve Day        |

To receive regular pay for the above holidays, the employee must work the last scheduled day before the holiday and the first scheduled day after the holiday. If illness is the reason for absence, a doctor's note or an affidavit will be required. The Association agrees that it will waive any of the above holidays in the event that the District's teachers waive that holiday. The holiday will be rescheduled to an agreed upon date.

## **ARTICLE 10 - HOURS**

- 10.1 **Custodians Work Shift:** A normal work shift shall consist of eight (8) hours, continuous except for one interruption for a lunch period. Beginning and ending times of the shift and the length of lunch period may vary as determined by the immediate supervisor, but the actual working time for a normal shift shall not exceed eight (8) hours in a twenty-four-hour period beginning at 12:00 a.m. each day. The hours for Maintenance and Head Custodians are 6 am to 2:30 pm and hours for Assistant Head Custodians and Custodians are 2:15 pm to 10:15 pm. The District shall give five days' notice to any bargaining unit members to change their hours. The District can request an emergency schedule change with certain exceptions. This will be reviewed on a quarterly basis during labor management meetings.
- 10.2 **Overtime:** Employees required to work in excess of forty hours exclusive of holidays or sick days in one week or more than eight (8) hours in one day will be paid for such work at the rate of one-and-one half times their regular hourly rate. Employees required to work on Sundays will be paid for such work at the rate of two times their regular hourly rate. Employees required to work on regularly scheduled holidays will be paid for such work at the rate of two times their regularly hourly rate. Any employee required to return to the work site on any holidays, Sunday or vacation day, shall work for and be paid for a minimum of two (2) hours of documented work. Prior to working any overtime on weekends or during the week, employees must receive approval from the Supervisor of Buildings and Grounds. This does not apply to responses to burglar or fire alarms.
- 10.3 **During periods when Assistant Head Custodians and Custodians are working the night shift, they shall be entitled to a one-half hour paid lunch period. The Assistant Head Custodians and Custodians shall remain in the building during that period of time.**



## **ARTICLE 11 - SALARY AND FRINGE BENEFITS**

11.1 Beginning on July 1, 2023 all bargaining unit base salaries will be reflected on the salary schedule (Appendix A).

11.2 All bargaining unit employees will receive the following salary increases for the duration of the Agreement.

2023-2024 No less than \$6000 before placement into appropriate cell on the salary schedule

2024-2025 3.5% over previous salary

2025-2026 3.5% over previous salary

2026-2027 3.0% over previous salary

11.3 Hiring Placement

The Superintendent shall have discretion to place newly hired bargaining unit members up to step five (5) on the salary placement schedule in Appendix A. Outside-of-district, comparable work experience will be considered in the hiring placement, and the Superintendent, or designee, will notify the Association President of the placement and salary for all newly hired bargaining unit members within five (5) days of hiring the new employee.

No newly employed bargaining unit member shall be paid a salary greater than an already employed bargaining unit member within the same job classification who has the same number of years of documented, comparable work experience as the newly employed bargaining unit member.

11.4 Fringe Benefits: All employees covered by this Agreement shall be afforded the fringe benefits as set forth in Appendix B which is attached to and a part of this Agreement.

11.5 Mileage: Mileage reimbursement for approved travel expenses incurred while on school business to be at a rate approved by the IRS.

11.6 The Board will allot \$200 per employee annually for uniforms, consisting of approved pants and shirt. Uniforms must be worn at all times while on duty.

11.7 The Board of Education shall grant a bonus to all bargaining unit employees, which matches the SBEA and SBEATA bonuses for students meeting or exceeding the state goals made by the district.

11.8 Employees will receive \$500.00 after 20 years and an additional \$500.00 for each subsequent five (5) year increment. (moved from Longevity section)

11.9 Employees moving to another position are compensated based on the step in the appropriate employee classification, with the following minimum increases applied:

Custodian to Assistant Custodian - \$1000

Assistant Custodian to Head Custodian - \$1200

Head Custodian to Maintenance - \$1400

11.10 Regularly employed custodians, assistant head custodians and head custodians who substitute for an absent higher paid employee groups in the bargaining unit shall receive \$15 per day beginning on the sixth (6th) consecutive day of subbing and shall be paid retroactively to the first (1st) day of substitution. During summer months, this will only apply to members substituting as Assistant Head Custodian at the District Office, Head Custodian, Groundskeeper, or Maintenance.

## **ARTICLE 12 - WORK SCHEDULE AND WORKLOAD**

- 12.1 When establishing individual work schedules and workload, factors that apply to the individual work assignment shall be taken into account. Such factors shall include, but not limited to, age and condition of the facility, number of pupils, number of classrooms, number of washrooms, type of floor covering (e.g. carpet), building usage, etc. The Administration, consultation with a representative of the SBEA, shall review workloads and schedules on an annual basis to maintain equity among the custodial staff.
- 12.2 Custodians shall be expected to do routine maintenance work during their normal work schedule. Routine maintenance shall include replacement of worn parts and other maintenance or repair procedures necessary for the keeping of property in a clean and an ordinarily efficient operating condition over its probable useful life for the uses for which it was acquired. This routine maintenance is not to be done in lieu of the normal cleaning routine.
- 12.3 A joint committee shall be formed to create new job descriptions or to revise and update existing job descriptions. This committee shall make its recommendations to the custodians and the administration for review and approval by the Board of Education. There shall be no change in existing job descriptions without first consulting with the bargaining unit.
- 12.4 Where the District employs a substitute or temporary worker to do bargaining unit work, this temporary or substitute worker will be employed for a maximum of thirty (30) days, except for summer employees. If the substitute or temporary worker is hired to fill in for a bargaining unit member who cannot work due to illness, disability or the exercise of some type of leave, the temporary or substitute worker can be employed until such date as the bargaining unit member is ready to return to work. If for any reason the bargaining unit member is not going to return to work, the District may employ the substitute or temporary worker for thirty (30) days more from the date it learns the bargaining unit member will not return to work. The parties agree that the District may, but is not required to, hire non-union substitute workers to fill in for bargaining unit employees who are absent from work. The parties further agree that bargaining unit employees will be expected to make up the work of any of their members who are absent from work so that the hiring of substitutes is not necessary. In each building, the Head Custodian and the Principal shall meet on a monthly basis to discuss the quality and quantity of work being performed. In addition, the Association will meet once per quarter with the Board's Building and Grounds Committee to discuss the quality and quantity of work being performed.

## **ARTICLE 13 - PROFESSIONAL IMPROVEMENT AND CONSULTATION**

- 13.1 Training: The Board shall pay expenses for each employee to attend seminars for purpose of improving the employee's professional competence when approved by the Board of Education.
- 13.2 Consultation: Employees' advice and opinions on products, equipment and improved services will be encouraged and considered.
- 13.3 The Administration shall provide a list of workshops, conferences, seminars, online training, or other training opportunities for custodial/maintenance staff at the regular staff meeting or in a timely manner as the Administration learns of these events.
- 13.4 Advanced Training and Tuition Reimbursement Options:  
On an annual basis, beginning on July 1, 2023, the District will create a tuition reimbursement pool of \$2500 for eligible bargaining unit members who meet the eligibility requirements and follow the procedures provided below.  
Eligibility and Procedures:
- a. Must have worked in the district for two (2) years.
  - b. The course must be provided by an accredited institution.
  - c. The course must be related to the employee's current job duties or the job duties applicable for advancement within the District.
  - d. The employee must present evidence of completion of the course with a "C" grade or "Pass".
  - e. All Requests for course approval must be submitted to the Director of Buildings and Grounds and the Business Office at least one month prior to registration for consideration. Requests will be approved/denied based on the criteria outlined above and availability of funds on a first come, first served basis.
  - f. Once you complete the course you must maintain employment for two (2) years. If employee leaves the district within the two (2) years after completion, they will pay back the tuition reimbursement.
  - g. Limit of 2 courses per year per bargaining unit member.
  - h. Upon providing evidence of acquiring a specific, approved certification, the employee will receive a one-time, non-compounding bonus (not added to base salary) of \$500.

## **ARTICLE 14 - VACANCIES, PROMOTIONS, SENIORITY**

- 14.1 Employee Seniority: Seniority shall be defined as the length of an employee's continuous employment by the School District.

Seniority is defined as an employee's length of continuous full-time service within the District beginning with the first day on which duties are performed.

Seniority is lost upon resignation, dismissal for cause, retirement, failure to return within ten (10) days after the mailing of a written recall notice sent by certified mail.

- 14.2 Vacancies and Promotions: Vacancies shall be made known to all qualified employees, usually by written notice. Such notice shall be accompanied by a job description and a statement of minimum qualifications and salary range. Except in cases of emergency, as determined by the administration, no vacancy shall be filled on a temporary basis until such vacancy shall have been made known for five (5) employee work days. Employees who are promoted are paid at the step closest to but higher than their pre-promotion salary level.

- 14.3 Internal Selection: The Board shall support a policy of filling vacancies, including vacancies in promotional positions, from its present staff wherever, in the Board's opinion, a current employee is qualified for the vacant position. Vacancies and promotions shall be filled by applicants who are in its judgment best able to perform the work with careful consideration given to those employees who have the greatest seniority within the District. The parties agree that the District is not required to fill any vacancy that occurs in the bargaining unit.

## **ARTICLE 15 - REDUCTION OF EMPLOYEES**

- 15.1 Order: When a reduction in the working force is necessary, continuing employees will ordinarily be laid off in accordance with seniority, that is, the employee with the least seniority shall be laid off first, etc. However, the Board reserves the right to use other criteria in determining the order of layoff whenever, in its opinion, the interest of the District would be better served.
- 15.2 Reduction Procedures: Should the Board plan to decrease the number of bargaining unit employees or to discontinue a particular type of bargaining unit service, it should contact the Association through written notice of its intent within 120 days before the end of the school term. Should the Association disagree with the plan it shall submit a demand to bargain.
- 15.3 Recall: Laid off employees shall be rehired first if a vacancy occurs within one year, provided they have the ability and are physically able to perform the duties of the job that is open. However, the Board reserves the right to use other criteria in determining the order of recall whenever, in its opinion, the interest of the District would be better served.
- 15.4 The Board of Education will not subcontract the district custodial services during the life of this Agreement (July 1, 2023 – June 30, 2027).

## **ARTICLE 16 -EFFECT OF AGREEMENT**

- 16.1 Complete Understanding: The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions herein may be modified only through the written mutual consent of the parties.
- 16.2 Individual Contracts: The terms and conditions of this Agreement shall be reflected in any individual contract, which may be made between the Board and employees covered by this Agreement.
- 16.3 Savings Clause: Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.
- 16.4 No Strike Clause: The Custodian's Unit of the Association guarantees that no action will be taken by any member of the custodian's unit to engage in, authorize, or instigate any picketing, recognition of any picket line at the school premises, any strike, slowdown, or other refusal to render full and complete service to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the schools during the term of this agreement.
- 16.5 Management Rights: It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the School District which are not specifically limited by the express language of this Agreement are retained by the Board. The Union acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operation and activities of the School District to the full extent provided by law, limited only by the lawful provisions of this Agreement, including, but not limited to, such areas of discretion of inherent managerial policy as the functions of the Board, standards of service, the overall budget, the organizational structure, the selection of new employees and the direction and assignment of employees.
- 16.6 Term of Agreement: This Agreement shall be effective July 1, 2023 and shall continue in effect until June 30, 2027.
- 16.7 Incorporation of Board Policies: The existing policies and procedures of School District 100 are hereby incorporated into this Agreement, provided that these policies may neither countermand nor be contrary to the other terms and conditions of this Agreement.

## APPENDIX A – SALARY SCHEDULE

| Custodian<br>Step | <u>2023-24</u> | <u>2024-25</u> | <u>2025-26</u> | <u>2026-27</u> |
|-------------------|----------------|----------------|----------------|----------------|
| 1                 | \$35,000       | \$35,350       | \$35,704       | \$36,061       |
| 2                 | \$35,410       | \$36,225       | \$36,587       | \$36,775       |
| 3                 | \$35,824       | \$36,649       | \$37,493       | \$37,685       |
| 4                 | \$36,243       | \$37,078       | \$37,932       | \$38,618       |
| 5                 | \$36,667       | \$37,511       | \$38,375       | \$39,069       |
| 6                 | \$37,096       | \$37,950       | \$38,824       | \$39,527       |
| 7                 | \$37,530       | \$38,394       | \$39,279       | \$39,989       |
| 8                 | \$37,969       | \$38,844       | \$39,738       | \$40,457       |
| 9                 | \$38,413       | \$39,298       | \$40,203       | \$40,930       |
| 10                | \$38,863       | \$39,758       | \$40,673       | \$41,409       |
| 11                | \$39,317       | \$40,223       | \$41,149       | \$41,894       |
| 12                | \$39,777       | \$40,694       | \$41,631       | \$42,384       |
| 13                | \$40,243       | \$41,170       | \$42,118       | \$42,880       |
| 14                | \$40,714       | \$41,651       | \$42,611       | \$43,381       |
| 15                | \$41,190       | \$42,139       | \$43,109       | \$43,889       |
| 16                | \$41,672       | \$42,632       | \$43,614       | \$44,402       |
| 17                | \$42,160       | \$43,131       | \$44,124       | \$44,922       |
| 18                | \$42,653       | \$43,635       | \$44,640       | \$45,448       |
| 19                | \$43,152       | \$44,146       | \$45,162       | \$45,979       |
| 20                | \$43,657       | \$44,662       | \$45,691       | \$46,517       |
| 21                | \$44,168       | \$45,185       | \$46,225       | \$47,061       |
| 22                | \$44,684       | \$45,713       | \$46,766       | \$47,612       |
| 23                | \$45,207       | \$46,248       | \$47,313       | \$48,169       |
| 24                | \$45,736       | \$46,789       | \$47,867       | \$48,733       |
| 25                | \$46,271       | \$47,337       | \$48,427       | \$49,303       |
| 26                | \$46,812       | \$47,891       | \$48,994       | \$49,880       |
| 27                | \$47,360       | \$48,451       | \$49,567       | \$50,463       |
| 28                | \$47,914       | \$49,018       | \$50,147       | \$51,054       |
| 29                | \$48,475       | \$49,591       | \$50,733       | \$51,651       |
| 30                | \$49,042       | \$50,172       | \$51,327       | \$52,255       |
| 31                | \$49,616       | \$50,759       | \$51,928       | \$52,867       |
| 32                | \$50,196       | \$51,352       | \$52,535       | \$53,485       |
| 33                | \$50,784       | \$51,953       | \$53,150       | \$54,111       |
| 34                | \$51,378       | \$52,561       | \$53,772       | \$54,744       |
| 35                | \$51,979       | \$53,176       | \$54,401       | \$55,385       |
| 36                | \$52,587       | \$53,798       | \$55,037       | \$56,033       |
| 37                | \$53,202       | \$54,428       | \$55,681       | \$56,688       |
| 38                | \$53,825       | \$55,064       | \$56,333       | \$57,352       |
| 39                | \$54,455       | \$55,709       | \$56,992       | \$58,023       |
| 40                | \$55,092       | \$56,361       | \$57,659       | \$58,701       |



| Assistant Head<br>Custodian | <u>2023-24</u> | <u>2024-25</u> | <u>2025-26</u> | <u>2026-27</u> |
|-----------------------------|----------------|----------------|----------------|----------------|
| Step                        |                |                |                |                |
| 1                           | \$42,425       | \$42,849       | \$43,278       | \$43,711       |
| 2                           | \$42,921       | \$43,910       | \$44,349       | \$44,576       |
| 3                           | \$43,424       | \$44,424       | \$45,447       | \$45,679       |
| 4                           | \$43,932       | \$44,943       | \$45,978       | \$46,810       |
| 5                           | \$44,446       | \$45,469       | \$46,516       | \$47,358       |
| 6                           | \$44,966       | \$46,001       | \$47,061       | \$47,912       |
| 7                           | \$45,492       | \$46,539       | \$47,611       | \$48,472       |
| 8                           | \$46,024       | \$47,084       | \$48,168       | \$49,040       |
| 9                           | \$46,562       | \$47,635       | \$48,732       | \$49,613       |
| 10                          | \$47,107       | \$48,192       | \$49,302       | \$50,194       |
| 11                          | \$47,658       | \$48,756       | \$49,879       | \$50,781       |
| 12                          | \$48,216       | \$49,326       | \$50,462       | \$51,375       |
| 13                          | \$48,780       | \$49,904       | \$51,053       | \$51,976       |
| 14                          | \$49,351       | \$50,487       | \$51,650       | \$52,584       |
| 15                          | \$49,928       | \$51,078       | \$52,254       | \$53,200       |
| 16                          | \$50,512       | \$51,676       | \$52,866       | \$53,822       |
| 17                          | \$51,103       | \$52,280       | \$53,484       | \$54,452       |
| 18                          | \$51,701       | \$52,892       | \$54,110       | \$55,089       |
| 19                          | \$52,306       | \$53,511       | \$54,743       | \$55,733       |
| 20                          | \$52,918       | \$54,137       | \$55,384       | \$56,386       |
| 21                          | \$53,537       | \$54,770       | \$56,032       | \$57,045       |
| 22                          | \$54,164       | \$55,411       | \$56,687       | \$57,713       |
| 23                          | \$54,797       | \$56,059       | \$57,351       | \$58,388       |
| 24                          | \$55,439       | \$56,715       | \$58,022       | \$59,071       |
| 25                          | \$56,087       | \$57,379       | \$58,700       | \$59,762       |
| 26                          | \$56,743       | \$58,050       | \$59,387       | \$60,461       |
| 27                          | \$57,407       | \$58,729       | \$60,082       | \$61,169       |
| 28                          | \$58,079       | \$59,417       | \$60,785       | \$61,884       |
| 29                          | \$58,759       | \$60,112       | \$61,496       | \$62,609       |
| 30                          | \$59,446       | \$60,815       | \$62,216       | \$63,341       |
| 31                          | \$60,142       | \$61,527       | \$62,944       | \$64,082       |
| 32                          | \$60,845       | \$62,246       | \$63,680       | \$64,832       |
| 33                          | \$61,557       | \$62,975       | \$64,425       | \$65,590       |
| 34                          | \$62,277       | \$63,712       | \$65,179       | \$66,358       |
| 35                          | \$63,006       | \$64,457       | \$65,941       | \$67,134       |
| 36                          | \$63,743       | \$65,211       | \$66,713       | \$67,920       |
| 37                          | \$64,489       | \$65,974       | \$67,494       | \$68,714       |
| 38                          | \$65,243       | \$66,746       | \$68,283       | \$69,518       |
| 39                          | \$66,007       | \$67,527       | \$69,082       | \$70,332       |
| 40                          | \$66,779       | \$68,317       | \$69,890       | \$71,155       |

| Head<br>Custodian<br>Step | <u>2023-24</u> | <u>2024-25</u> | <u>2025-26</u> | <u>2026-27</u> |
|---------------------------|----------------|----------------|----------------|----------------|
| 1                         | \$50,025       | \$50,525       | \$51,031       | \$51,541       |
| 2                         | \$50,610       | \$51,776       | \$52,294       | \$52,561       |
| 3                         | \$51,202       | \$52,382       | \$53,588       | \$53,862       |
| 4                         | \$51,802       | \$52,995       | \$54,215       | \$55,196       |
| 5                         | \$52,408       | \$53,615       | \$54,849       | \$55,841       |
| 6                         | \$53,021       | \$54,242       | \$55,491       | \$56,495       |
| 7                         | \$53,641       | \$54,876       | \$56,140       | \$57,156       |
| 8                         | \$54,269       | \$55,519       | \$56,797       | \$57,825       |
| 9                         | \$54,904       | \$56,168       | \$57,462       | \$58,501       |
| 10                        | \$55,546       | \$56,825       | \$58,134       | \$59,186       |
| 11                        | \$56,196       | \$57,490       | \$58,814       | \$59,878       |
| 12                        | \$56,853       | \$58,163       | \$59,502       | \$60,579       |
| 13                        | \$57,519       | \$58,843       | \$60,198       | \$61,287       |
| 14                        | \$58,192       | \$59,532       | \$60,903       | \$62,004       |
| 15                        | \$58,872       | \$60,228       | \$61,615       | \$62,730       |
| 16                        | \$59,561       | \$60,933       | \$62,336       | \$63,464       |
| 17                        | \$60,258       | \$61,646       | \$63,066       | \$64,206       |
| 18                        | \$60,963       | \$62,367       | \$63,803       | \$64,958       |
| 19                        | \$61,676       | \$63,097       | \$64,550       | \$65,718       |
| 20                        | \$62,398       | \$63,835       | \$65,305       | \$66,486       |
| 21                        | \$63,128       | \$64,582       | \$66,069       | \$67,264       |
| 22                        | \$63,867       | \$65,337       | \$66,842       | \$68,051       |
| 23                        | \$64,614       | \$66,102       | \$67,624       | \$68,848       |
| 24                        | \$65,370       | \$66,875       | \$68,416       | \$69,653       |
| 25                        | \$66,135       | \$67,658       | \$69,216       | \$70,468       |
| 26                        | \$66,908       | \$68,449       | \$70,026       | \$71,292       |
| 27                        | \$67,691       | \$69,250       | \$70,845       | \$72,127       |
| 28                        | \$68,483       | \$70,060       | \$71,674       | \$72,970       |
| 29                        | \$69,285       | \$70,880       | \$72,513       | \$73,824       |
| 30                        | \$70,095       | \$71,709       | \$73,361       | \$74,688       |
| 31                        | \$70,915       | \$72,548       | \$74,219       | \$75,562       |
| 32                        | \$71,745       | \$73,397       | \$75,088       | \$76,446       |
| 33                        | \$72,584       | \$74,256       | \$75,966       | \$77,340       |
| 34                        | \$73,434       | \$75,125       | \$76,855       | \$78,245       |
| 35                        | \$74,293       | \$76,004       | \$77,754       | \$79,161       |
| 36                        | \$75,162       | \$76,893       | \$78,664       | \$80,087       |
| 37                        | \$76,041       | \$77,793       | \$79,584       | \$81,024       |
| 38                        | \$76,931       | \$78,703       | \$80,515       | \$81,972       |
| 39                        | \$77,831       | \$79,624       | \$81,457       | \$82,931       |
| 40                        | \$78,742       | \$80,555       | \$82,410       | \$83,901       |

| Maintenance Step | <u>2023-24</u> | <u>2024-25</u> | <u>2025-26</u> | <u>2026-27</u> |
|------------------|----------------|----------------|----------------|----------------|
| 1                | \$53,200       | \$53,732       | \$54,269       | \$54,812       |
| 2                | \$53,822       | \$55,062       | \$55,613       | \$55,897       |
| 3                | \$54,452       | \$55,706       | \$56,989       | \$57,281       |
| 4                | \$55,089       | \$56,358       | \$57,656       | \$58,699       |
| 5                | \$55,734       | \$57,017       | \$58,331       | \$59,386       |
| 6                | \$56,386       | \$57,684       | \$59,013       | \$60,080       |
| 7                | \$57,046       | \$58,359       | \$59,703       | \$60,783       |
| 8                | \$57,713       | \$59,042       | \$60,402       | \$61,495       |
| 9                | \$58,388       | \$59,733       | \$61,109       | \$62,214       |
| 10               | \$59,071       | \$60,432       | \$61,824       | \$62,942       |
| 11               | \$59,763       | \$61,139       | \$62,547       | \$63,678       |
| 12               | \$60,462       | \$61,854       | \$63,279       | \$64,423       |
| 13               | \$61,169       | \$62,578       | \$64,019       | \$65,177       |
| 14               | \$61,885       | \$63,310       | \$64,768       | \$65,940       |
| 15               | \$62,609       | \$64,051       | \$65,526       | \$66,711       |
| 16               | \$63,341       | \$64,800       | \$66,293       | \$67,492       |
| 17               | \$64,083       | \$65,558       | \$67,068       | \$68,281       |
| 18               | \$64,832       | \$66,325       | \$67,853       | \$69,080       |
| 19               | \$65,591       | \$67,101       | \$68,647       | \$69,889       |
| 20               | \$66,358       | \$67,887       | \$69,450       | \$70,706       |
| 21               | \$67,135       | \$68,681       | \$70,263       | \$71,533       |
| 22               | \$67,920       | \$69,484       | \$71,085       | \$72,370       |
| 23               | \$68,715       | \$70,297       | \$71,916       | \$73,217       |
| 24               | \$69,519       | \$71,120       | \$72,758       | \$74,074       |
| 25               | \$70,332       | \$71,952       | \$73,609       | \$74,940       |
| 26               | \$71,155       | \$72,794       | \$74,470       | \$75,817       |
| 27               | \$71,988       | \$73,645       | \$75,342       | \$76,704       |
| 28               | \$72,830       | \$74,507       | \$76,223       | \$77,602       |
| 29               | \$73,682       | \$75,379       | \$77,115       | \$78,510       |
| 30               | \$74,544       | \$76,261       | \$78,017       | \$79,428       |
| 31               | \$75,416       | \$77,153       | \$78,930       | \$80,358       |
| 32               | \$76,298       | \$78,056       | \$79,853       | \$81,298       |
| 33               | \$77,191       | \$78,969       | \$80,788       | \$82,249       |
| 34               | \$78,094       | \$79,893       | \$81,733       | \$83,211       |
| 35               | \$79,008       | \$80,828       | \$82,689       | \$84,185       |
| 36               | \$79,932       | \$81,773       | \$83,657       | \$85,170       |
| 37               | \$80,868       | \$82,730       | \$84,635       | \$86,166       |
| 38               | \$81,814       | \$83,698       | \$85,626       | \$87,174       |
| 39               | \$82,771       | \$84,677       | \$86,627       | \$88,194       |
| 40               | \$83,739       | \$85,668       | \$87,641       | \$89,226       |

## **APPENDIX B - BENEFITS**

The Board shall contribute an amount for payment of single group hospitalization insurance premium up to \$831.45 per month through June 30, 2023 for each covered member who elects such insurance provided through the District. On July 1, 2023, the amount of such Board contribution referred to above toward a single group hospitalization insurance premium will be increased by a percentage equal to the percentage increase, if any, of the monthly insurance premium on each such July 1 date over the monthly single group hospitalization insurance premium for the immediately prior year. In no event, however, will the annual percentage increase of the Board's contribution as calculated above for any one- year equal more than 10%. For purposes of this calculation, the traditional coverage insurance premium provided by the District will be used to calculate the appropriate percentage increase herein.

Beginning on July 1, 2023 the District will establish an insurance pool totaling \$8000 to be utilized by the bargaining unit members selecting family HMO or PPO insurance including all tiers above single (plus spouse, plus child(ren), family) by July 1 of each year. Each employee is capped at \$2000 of district support for this benefit each year.

For each twelve-month period beginning July 1 of each year the Board will reimburse each member an amount not to exceed \$1,000 annually if they waive health insurance. The reimbursement will be made annually in June upon signing a waiver provided by the district that they are enrolled in other group coverage.

Single dental insurance premium for each eligible custodian who elect such coverage, will be paid in full by the Board.

As a condition for this coverage and at the District's sole discretion, a retiree may work a specific number of days per year for the District.

The cost of the insurance divided by the employee's last per diem rate of pay equals the number of service days. Assignments and times shall be by mutual agreement between the employee and the Superintendent or designee.

IN WITNESS THEREOF:

For the South Berwyn Custodians'  
Association/IEA/NEA

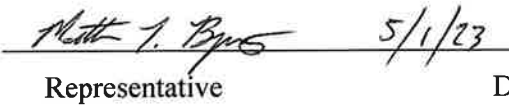
For the Board of Education,  
Berwyn South  
School District  
100

  
\_\_\_\_\_  
Representative

5/1/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President

4/26/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Representative

5/1/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date