

# **Collective Bargaining Agreement**

**between**

**The Board of Education  
of  
Lemont-Bromberek Combined  
School District 113A**

**and**

**The District 113A  
Support Staff Association**

**July 1, 2017 - June 30, 2020**

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## **ARTICLE I**

### **RECOGNITION**

**1.1 Recognition.** The Board of Education of Lemont-Bromberek Combined School District No. 113A, Cook and DuPage Counties, Illinois (hereinafter the "Board") recognizes the District 113A Support Staff Association, IEA-NEA Association (hereinafter the "Association") as the sole and exclusive bargaining agent for all Full-time Custodians, Part-time Custodians, Maintenance and Bus Drivers excluding the Director of Operations, and confidential managerial, and supervisory employees. The term "employee" when used herein shall refer to those employees represented by the Association in the bargaining unit as defined above.

**1.2 Scope.** The Board and Association agree to negotiate in good faith with respect to wages, hours, terms, and conditions of employment as required by law, provided that the obligation to negotiate in good faith does not compel either party to agree to a proposal or require the making of a concession.

## **ARTICLE II**

### **ASSOCIATION/BOARD RELATIONS**

**2.1 School Facilities and Equipment.** The Association will be able to hold meetings for employees on District property upon approval of the Administration. To avoid conflict, a 48 hour notice shall be given. The Association shall be provided use of bulletin boards in an accessible location in each building. Mailboxes will be provided for all employees in accessible locations.

**2.2 Board Information.** The Association President will be supplied electronically with the Agenda, prior to the regular meetings of the Board. A copy of the tentative and final District budgets will be available to the Association President 48 hours prior to the meeting at which action is to be taken by the Board. The Board shall furnish other public information to the Association at the Association's reasonable written request. The parties recognize that some requests will be refused for reasons of confidentiality under the laws pertaining to school records, public records and employment records.

**2.3 School Board Meetings.** The parties acknowledge that the Association may address the Board during the public comment portion of Board meetings. The Association may make a written request to be placed on the Board Agenda by making the request in writing per Board policy with the specific topic to be addressed at least one (1) week prior to the normal date for the distribution of the Board packets. The Board may deny this request, or place the matter on the Agenda of a different meeting.

**2.4 Board Reserved Rights.** All management rights and functions, except those which are elsewhere expressly, clearly, and unmistakably abridged by this Agreement, shall remain vested exclusively in the Board. It is recognized that such rights and functions include, but are not limited to:

1. The control of property and the composition, assignment, direction, and determination of the size and type of the Support Staff;
2. The right to determine the work to be done and the standards to be met by employees covered by this Agreement;
3. The right to change or introduce new programs and courses of instruction, methods, processes, means and facilities;
4. The right to hire, establish work schedules, determine hours of employment, assign, transfer, layoff, or dismiss District employees;
5. The right to contract out for any work, goods or services in compliance with Illinois law and hire specialists to perform duties of members of the bargaining unit on a temporary basis; and
6. The right to determine the qualifications of employees and to suspend, discipline, and discharge employees for cause and otherwise to maintain an orderly, effective, and efficient operation; no such management rights and functions shall be in violation of state or federal law.

**2.5 No Strike.** Neither the Association nor any of its members for any reason will authorize, institute, aid, condone, or engage in slowdown, work stoppage, strike, or picketing in any manner which would disrupt the operation of the schools or the functions of the School District during the life of this Agreement or during the negotiations for a successor agreement.

**2.6 No Lockout.** The Board will not lock out the employees covered by this Agreement during the term of this Agreement or during the negotiations for a successor agreement.

**2.7 Dues Deduction.** The Board will deduct from the regular paycheck of each employee from whom it receives written authorization to do so, the required amount of Association dues. The dues and a list of employees from whom dues have been deducted and the amount deducted from each shall be forwarded to the Association treasurer no later than ten (10) working days after such deductions were made. Deductions shall continue in all subsequent years unless and until the employee withdraws the authorization by written notification to the Superintendent and the Association President.

**2.8 Fair Share.** Each employee, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties shall join the Association or pay a fair share fee to the association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.

1. In the event that the bargaining unit member does not pay his/her Fair Share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member. The Association shall notify the business office no later than the first day of the month preceding the beginning of the deductions.

2. Such fee shall be paid to the Association by the Board no later than ten (10) days following the deduction.
3. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - a. The employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and,
  - b. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both the trial and all appellate levels.
4. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

5. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member of a belief sincerely held with the strength traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

### **ARTICLE III**

#### **GRIEVANCE PROCEDURE**

**3.1 Definition.** A grievance is defined as a complaint that there has been a violation of a specific provision of the agreement. No grievance shall be entertained unless the grievance procedure is initiated within ten (10) working days of the occurrence of the event giving rise to the grievance.

**3.2 Time Limits.** All time limits consist of working days which the Main Administrative Office is officially open for business.

**3.3 Procedure.** The following are the steps for the handling of grievances:

- A. Step 1. The grievant shall present the grievance in writing to the grievant's immediate supervisor, who will schedule a meeting for no more than ten (10) days after receipt of grievance. The Association's representative, the grievant, and the immediate supervisor involved shall be present for the meeting. Within ten (10) working days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.
- B. Step 2. If a satisfactory disposition of the grievance is not reached at Step 1, the Association may appeal to the Superintendent in writing within ten (10) working days after receipt of the decision of the immediate supervisor, or from the date the Step 1 answer should have been received. The Superintendent shall hold a conference within ten (10) working days after the receipt of the appeal, and a written decision shall be rendered by the Superintendent within fifteen (15) working days after the conference.
- C. Step 3. If a satisfactory disposition of the grievance is not reached at Step 2, the Association may appeal to the Board of Education by filing a written appeal with the Superintendent, with a copy to the Secretary of the Board, within ten (10) working days after receipt of the Superintendent's decision, or from the date that the Superintendent's decision should have been received. The Board of Education shall consider the grievance within thirty-five (35) days following the date of receipt by the Superintendent of the appeal. The Association may present a written statement of the grievance to the Board or may address the Board at its next regularly scheduled meeting. The Board shall provide a written decision, with a copy to the Association and the grievant, within ten (10) working days after the meeting at which the grievance is considered.
- D. Step 4. In the event the grievant is not satisfied with the disposition of the grievance at Step 3, the grievance may be submitted by the Association to binding arbitration within ten (10) working days after receipt of the Board's reply at Step 3, or from the date that the Board's decision should have been received. The parties shall attempt to agree upon an arbitrator within fourteen (14) working days after receipt of the notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within the fourteen (14) working day period, the parties shall request an arbitrator from the American Arbitration Association, specifying that all arbitrators submitted must be members of the National Academy of Arbitrators. The selection of the arbitrator shall follow the voluntary labor arbitrator selection procedures of the American Arbitration Association. The arbitrator shall consider and decide only the specific issues raised in the written grievance and the replies thereto and shall have no authority to make any decision or recommendation on any other issues not so raised. The arbitrator's decision shall be based solely upon interpretation of the meaning or application of the specific terms of this Agreement in light of the facts presented. The Arbitrator shall have no authority to interpret the law, to imply new contract terms, or to ignore existing terms of the contract. The fees of the arbitrator, and the cost of attendance of a court reporter, if requested by either party, shall be split between the

Association and the Board. All other costs shall be borne by the party incurring the costs unless otherwise mutually agreed. Each grievance must state the specific provision or provisions of the Agreement alleged to have been violated and the facts upon which the grievant relies to establish the alleged violation. Grievances may not be modified after submission at Step 1. The time limits and procedures for grievance processing must be strictly followed. Failure of the grievant or the Association to meet any time limit shall bar further processing of the grievance. Failure of the Board or the Administration to act in a timely manner shall permit the Association to proceed to the next step. A grievant shall have the right to local Association representation at any or all steps of the grievance procedure.

**3.4 Bypass.** By mutual agreement, any step of the grievance procedure may be bypassed.

**3.5 Class Grievance.** Grievances involving more than one employee or more than one supervisor may be initially filed by the Association at Step 2. Such grievances shall be filed as class grievances.

**3.6 No Reprisals Clause.** No reprisals shall be taken by the employer against any employee because of the employee's participation or refusal to participate in a grievance. However, employees called to testify in a grievance meeting or in an arbitration are required to appear and to testify truthfully, and this clause shall not apply to a refusal to testify, or to the giving of false testimony.

**3.7 Grievance Withdrawal.** A grievance may be withdrawn at any level without establishing precedent.

**3.8 Expedited Arbitration.** On the mutual agreement of the parties, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

**3.9 Postponement.** If only one party requests the postponement of an arbitration hearing, that party shall bear any cancellation charges imposed by the arbitrator or by any court reporter because of the postponement.

**3.10 Settlement.** By mutual agreement, a grievance may be settled at any step without establishing precedent.

#### **ARTICLE IV** **EMPLOYEE RIGHTS**

**4.1 Right to Organize and Participate.** Employees shall have the right to organize, join and assist the Association for the purpose of negotiations with the Board through a representative of their choosing, and to engage in related activities outside of working hours, inclusive of lunch period and breaks.



**4.2 Employee Discipline/Progressive Discipline.** Suspension without pay and dismissal from employment for disciplinary reasons shall be for just cause. This provision shall not apply to dismissal or changes in employment status which occur for non-disciplinary reasons, such as because of a reduction in the work force.

Employee discipline shall, in the usual case, follow progressive discipline concepts, with the disciplinary steps being:

- 1) Verbal warning and/or written reprimand, depending on the severity of the incident as determined by the administration
- 2) Suspension without pay
- 3) Discharge

The disciplinary steps shall be used and initiated at the appropriate level within the context of any initiating incident or set of behaviors deemed inappropriate. All disciplinary action will remain in the employee's personnel file and be considered, as appropriate, if and when future incidents occur. Where, in the Superintendent's or designee's judgment, the circumstances of a particular case and/or the seriousness of a particular offense make the application of progressive discipline inappropriate, the appropriate disciplinary step to be used will be determined by the Superintendent or designee. Suspension without pay and discharge are subject to the grievance procedure only. In all cases, discipline shall be fair, equitable and timely.

**4.3 Investigatory Interview.** Employees shall have the right to be accompanied by a union representative at any investigatory interview. An investigatory interview is a meeting called by the Administration or the Board for the purpose of questioning an employee to obtain information and the employee reasonably believes that discipline may result. It shall be the responsibility of the employee to request a representative, and to ensure the representative's attendance; therefore, except in emergency situations, a 24 hour notice prior to the meeting shall be given to the employee, with an additional 48 hours provided as an exception if an IEA representative is necessary but not immediately available.

Evaluation meetings and/or conferences are not considered disciplinary in nature employees are not entitled to a union representative at these meetings.

**4.4 Board Policies.** The most up-to-date version of the District Policies is on-line and attached to the District 113A web page. This is the primary source for policies for the Board, administration, employees and the community.

**4.5 Filling of Vacancies.** When a vacancy occurs, the notice of vacancy will be posted by the Administration on the District website, and emailed to all employees and the Association President. Any employee may apply for a vacancy as long as they possess the qualifications for the position.

**4.6 Personnel Files.** The District shall maintain personnel files. Employees shall have the right to include a rebuttal to disciplinary reports or evaluations within 30 days of their inclusion in the file. No discipline will be issued to an employee based upon information contained in their personnel file that has not been disclosed to said employee.

**4.7 Probationary Period.** All new employees shall be on probation for a period of sixty (60) calendar days from the first day of employment. At the end of this period, the employee's supervisor shall submit a recommendation for continued employment or termination to the Superintendent. Nothing in this contract shall be construed to prevent the dismissal of a probationary employee at any time during the probationary period when the Superintendent or designee, in his/her sole judgment, deems the probationary employee to be unsuitable for continued employment. New bus drivers shall be paid for their initial training at the end of the probationary period.

**4.8 DCFS Reporting.** The Board and the Association recognize that all school employees are mandated reporters with the duty to report to the Illinois Department of Children and Family Services (DCFS) when there is reason to believe that a student may be an abused or neglected child. The Parties further recognize that the Board may not restrain any employee in the making of a mandated report to DCFS nor may it take adverse action against an employee making a mandated report.

Employees making a report shall inform the Superintendent of the report. Building principals shall make themselves available as resources to answer questions and discuss issues raised by employees regarding their reporting duties and regarding the Abused and Neglected Child Reporting Act.

## **ARTICLE V** **LEAVES**

**5.1 Bereavement Leave.** All employees shall be allowed up to five (5) paid workdays for each incidence of death of a member of the immediate family or household.

The term immediate family shall include parents, spouse, sisters, brothers, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Those days should be taken within reasonable proximity following the death. However, more flexibility in scheduling the use of such days may be available with the approval of the Superintendent after explanation by the employee.

**5.2 Family and Medical Leave.** This contract is intended to comply with The Family and Medical Leave Act of 1993, its regulations, and any future amendments. FMLA will run concurrent with paid and unpaid medical leaves of absence.

**5.3 Jury Duty.** Employees serving on jury duty shall receive full pay for the employee's workdays during such service. Employees on jury duty leave under this clause shall not lose sick leave or personal leave.

**5.4 Personal Leave.** Except as noted below, each employee shall be allowed to use two (2) paid days per year for personal leave, with the approval of the immediate supervisor. Personal leave days for part-time employees are limited to the length of their normal workday. Personal leave days shall be used for emergencies, religious holidays, or for the purpose of

attending to legal or personal business beyond the control of the employee, which cannot be conducted during non-school hours or non-school days. Employees shall make reasonable efforts to schedule such legal or personal business for non-work time.

Personal leave shall not be used: (1) during the first or last ten (10) days of school; (2) for vacation, travel, or other such purposes; and/or (3) and to extend a holiday or vacation period. Except that in emergencies, personal leave days may be taken immediately before or immediately after a holiday or vacation period with the written approval of the Superintendent. The request will include the reason the leave is needed and supporting evidence. The decision of the Superintendent to grant or deny any such request will not be precedential or subject to the grievance procedure.

Except in cases of emergency, written advance notice of the necessity of personal leave and the reasons for the leave shall be submitted at least two (2) school days prior to the date of the leave to the immediate supervisor. In the case of an emergency, the employee must provide reason for the leave as soon as possible.

Personal leave may not be used in increments of less than one-half day at a time, except part-time custodians must use leave in full day increments. Personal days for transportation employees shall be equivalent to the employee's normal workday. Any regular school bus run shall be considered a half-day for drivers without regard to length of time. Unused personal leave days will remain available as accumulated sick leave days.

An employee may request approval from the Superintendent to use one (1) sick leave day as a third personal day.

**5.5 Sick Leave.** Sick leave may be used for illness, disability, or injury of the employee, appointments with a doctor, dentist, or other professional medical practitioner, and in the event of illness, disability, injury, and appointments with a doctor, dentist or other professional medical practitioner of a member of the employee's immediate family per Section 24-6 of the Illinois School Code. Each employee shall be entitled to annual sick leave based upon the employee's accumulated sick leave as follows:

No. of Accumulated Sick Leave Days	9- 9 ½ -10 Month Employee	12-Month Employee
Less than 50	10	12
50-74	12	14
75 or more	15	17

The determination of the annual sick leave allocation shall be based on the employee's accumulated sick leave as of the last employee workday of the previous year. Sick leave may accumulate up to 240 days. If an employee does not serve the full term of a work year, the absence allowance shall be prorated in proportion to time served.

There shall be paid to each employee who retires from District 113A after ten (10) years, \$20 per day for each unused sick leave day (not used for IMRF credit) accumulated in the District.

The School Board may require a physician's certificate in accordance with the provisions of Section 24-6 of the Illinois School Code.

**5.6 Injury on the Job.** An employee absent due to injury on the job shall be entitled to keep any worker's compensation check to which he is entitled under the Workers' Compensation law and shall not be required to use sick leave days for the period of absence.

**5.7 Custodians and Maintenance Employee Vacation Leave.**

Following initial employment, regular, full-time and part-time twelve (12) month employees shall accrue vacation at .833 days per month worked. Such vacation may be used with permission of the employee's immediate supervisor.

On the July 1 following the date of hire and every year thereafter, regular, full-time and part-time twelve (12) month employees shall receive annual paid vacation as follows:

Completed years of Service	Annual Vacation
1-4 years	10 days
5-9 years	15 days
10+	20 days

In the event an employee leaves the employment of the District, voluntarily or involuntarily, after receiving the new vacation allocation noted above, such allocation will be prorated based upon the number of days worked after July 1. For example, if the employee's work year is 260 days and the employee works 26 days after receiving the July 1 allocation the employee will be paid for 10% of the allocation ( $26/260 = 10\%$ ).

Custodians and Maintenance employees employed as of July 1, 2005 shall receive one (1) paid vacation day in addition to the days noted above. This day must be taken during spring break with approval from the employee's immediate supervisor. This day is subject to all requirements governing scheduling and use of vacation as noted in this Section.

Years of service recognized under this Section shall be twelve (12) month equivalent years that the employee has worked in the same or similar role in the District. If the employee has worked in a position with a work year of less than twelve (12) months, the work year shall be converted to a twelve (12) month equivalent year. For example, if the employee worked a nine (9) month work year for eight (8) years, his years of service for vacation purposes shall equal six (6) ( $9/12 \times 8 = 6$ ).

When it is impossible or inappropriate because of District needs for all vacation time to be scheduled during the summer months, employees may schedule vacation time during winter and for spring periods or at other times approved by the Superintendent or designee. Custodial and Maintenance employees shall put in requests for their most preferred and second most

preferred summer vacation periods no later than April 1st to the Director of Operations. Approvals shall be based upon seniority.

Vacation time is not cumulative. Vacation must be taken in half ( $\frac{1}{2}$ ) day increments.

**5.8 Holidays.** Full-time twelve (12) month Custodians and Maintenance Employees will receive fourteen (14) paid holidays per year as determined by the official school calendar approved by the Board of Education.

Bus Drivers will receive ten (10) paid holidays per year as determined by the official school calendar approved by the Board of Education.

In the event the approved official school calendar does not contain the requisite number of holidays (i.e. 14 or 10), the Superintendent will solicit input from the Association President to identify an alternative paid non-workday(s) to replace the lost holiday(s).

To qualify for pay on a holiday, an employee must work on the last workday before the paid holiday and the first workday after the paid holiday, unless otherwise approved by the Superintendent.

In the case of an emergency or for the continued operation and maintenance of school facilities or property, the District may require School District non-certified employees to work on a legal school holiday. Such employees shall receive from their supervisor notice that their presence is required in the School District on a legal school holiday. Pay will be set at  $1\frac{1}{2}$  times the employee's straight time rate, or compensatory time off at  $1\frac{1}{2}$  times the hours worked will be granted. The choice of these two compensation methods will be worked out between the employee and the supervisor.

**5.9 Parental Leave.** An employee shall be permitted a parental leave without compensation and shall be permitted to return as an employee with the District, subject to the following:

- A. Application for such leave shall be made in writing to the Superintendent at least sixty (60) calendar days prior to approximate start date of the leave. Leave taken pursuant to this section shall constitute leave for Family and Medical Leave Act and shall run concurrent to such leave.
- B. The employee and the Superintendent or designee shall discuss a plan for the commencement and termination of such leave, taking into consideration the medical factors, to the maximum possible degree and the pertinent time factors relative thereto. The leave shall not exceed the balance of the school year in which it commences plus one additional school year. Only for the purpose of this section, the school year is defined as one (1) year from the first official workday of the school calendar.

- C. Available sick leave may be used for an illness prior to the start of a parental leave. Any accumulated sick leave available at the commencement of the parental leave shall be available to the employee upon return to employment in the District.
- D. An employee on leave may continue insurance coverage at his/her own expense if allowed by the District insurance carrier, provided, however, that premiums may be paid per FMLA leave.
- E. No advancement of salary step or addition to years of continuous service will be granted. A physician's certification that the employee is capable of performing his/her duties may be required.
- F. In all instances where an employee is granted a parental leave of six (6) months or more, as a condition thereof, the employee shall advise the Superintendent in writing six (6) months prior to termination of such leave, that the employee intends to return to work.
- G. An employee who has been granted a parental leave of absence shall not become eligible for a subsequent parental leave under this section unless and until such employee has returned to full-time service for at least one (1) complete school year, provided, however, that under exceptional circumstances the Board may grant such a leave in its sole, absolute and non-reviewable discretion. The granting or withholding of such leave shall be without precedential effect. Nothing in this section shall prohibit an employee from utilizing the leave provisions of the Family and Medical Leave Act.
- H. Any employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent in writing upon the initiation of such adoption proceeding. Leave shall be granted upon satisfactory written notification to the Superintendent of the date the child is expected to be received. It is the responsibility of the applicant to keep the Superintendent informed of the proceeding and, as soon as known, the expected date of the delivery to the adoptive parent(s) of the child.

**5.10 Unpaid Leave for Bus Drivers.** Each bus driver will be eligible for up to ten (10) additional days of unpaid leave if he/she meets the following conditions:

- 1. The bus driver has exhausted all paid leave (personal, sick, etc.);
- 2. The unpaid leave must be for the illness of the employee or a member of the employee's immediate family as defined in Section 24-6 of the *Illinois School Code*;
- 3. The bus driver must request prior approval for such leave from the Superintendent or designee as soon as the bus driver becomes aware of the need for additional unpaid leave; and
- 4. The bus driver must provide the Superintendent or designee with certification of the illness from a physician/healthcare provider licensed in Illinois to practice medicine.

If a bus driver takes unpaid leave without the prior approval of the Superintendent or designee, the bus driver will be considered insubordinate and may be disciplined up to and including dismissal. In the case of a true emergency as evaluated and determined solely by the Superintendent, the Superintendent may approve an unpaid leave day request after the day was utilized.

## **ARTICLE VI** **FRINGE BENEFITS**

**6.1 Health Insurance.** The Board shall maintain a major medical group health insurance plan for full-time Custodian and Maintenance staff. The terms and conditions of the plan(s) and the contribution rates shall be equivalent to those in place for the District 113A teaching staff. The teachers' health insurance plan(s) and rates will be the basic plan(s) for all employees in this agreement and may change from time to time as determined in the teachers' contract negotiations. In the event of a change in the federal Affordable Care Act which further restricts access to health insurance based upon hours worked, the Board and the Association designees will meet to negotiate the impact of such change.

**6.2 Life Insurance.** The Board shall provide \$35,000 of Group Term Life Insurance to each full time Custodian and Maintenance employees and Bus Drivers, as allowed by the insurance carrier.

**6.3 Dental Insurance.** The Board shall maintain a group dental insurance plan with benefits and costs linked to the dental insurance provided through the teachers' contract. The Board shall pay full cost or the amount as determined in the teachers' contract. This benefit applies to full time, 12 month Custodial and Maintenance employees.

## **ARTICLE VII** **SALARY AND COMPENSATION**

**7.1 Salary.** The compensation for Custodians and Maintenance employees and Bus Drivers shall be as provided in Appendices A and B.

**7.2 Pay Periods.** Bus Drivers will receive their annual salary in twenty-two (22) installments beginning with the first Friday of the 2017-2018 fiscal year and every other Friday thereafter during their work year.

Custodian and Maintenance Workers will receive their annual salary in twenty-six (26) installments and will be distributed every other Friday thereafter. When a regular payday falls on a holiday, payday for all employees will be the last day prior to the beginning of the holiday period.

Drivers shall be paid a guaranteed base salary figure equal to their hourly rate times the number of regular daily hours on that year's school calendar divided by twenty (20) payments.

Example:

Hourly rate x 4.75 hours per day x 185 days = base salary  
Base salary ÷ 20 = salary per pay period

Any additional hours worked (e.g. Activity Routes, Extra Curricular Work, Field Trips etc.) will be submitted on time sheets and paid in addition to regular salary.

The Board utilizes a direct deposit program, and bargaining unit members are strongly encouraged to participate in the direct deposit program. The District will follow the same pay schedule as outlined above with direct deposit. For those choosing to enroll in direct deposit, any change in the bargaining unit member's bank selection for direct deposit requires thirty (30) calendar days notice prior to the effective date of the bank or account change.

## **ARTICLE VIII** **WORKING CONDITIONS**

**8.1 Full-Time Custodians and Maintenance.** The normal workweek for full-time employees shall be forty (40) hours inclusive of thirty (30) minute lunch and two fifteen (15) minute breaks. The schedule for lunch and breaks shall be approved by the Superintendent or designee. The forty (40) hour workweek will be scheduled by the Superintendent or designee within the seven (7) day cycle. All members of the bargaining unit employed as of July 1, 2000, will retain their current days-of-the-week schedules within the cycle until such time that the District need requires scheduling changes. These assignments will be made by seniority. Unless required to perform duties, employees shall be permitted to leave the building during any break period, but must punch their time cards or notify their supervisor whenever leaving the building or the District for a scheduled break period.

**8.2 Part-Time Custodians.** Part-time custodians work less than 35 hours per week. Part-time custodians receive one fifteen (15) minute break during a five (5) hour shift. Unless required to perform duties, employees shall be permitted to leave the building during any break period, but must punch their time cards or notify their supervisor whenever leaving the building or the District for a scheduled break period.

**8.3 Uniforms.** Upon initial employment, Full-time and Part-time Custodians and Maintenance workers shall be provided five (5) uniform shirts per year and reimbursement for three (3) pairs of uniform pants up to twenty (20) dollars per pair. Thereafter, Full-time and Part-time Custodians and Maintenance workers shall be provided two (2) additional shirts and reimbursement for two (2) additional pairs of uniform pants up to twenty (20) dollars per pair annually. Additionally, the Board will provide, at its sole expense, each Custodian and Maintenance employee with a winter jacket chosen by the Superintendent or designee. In the event either part of the uniform is changed in color or style, employees will be provided with the initial quantities. It is mandatory that the uniforms be worn to work every day, unless prior permission is received from their building principal or the Director of Operations.



#### **8.4 Bus Driver Hours and Special Trips.**

1. While drivers are paid an hourly rate, it is recognized that the typical combination of morning and afternoon shifts shall ordinarily require approximately four and three quarter (4.75) hours to complete in good weather and traffic conditions. Typically, a driver assigned a combination of a morning, afternoon and mid-day routes will require six and three quarter (6.75) hours to complete these routes in good weather and traffic conditions. Except as noted above, Deviations between routes are to be expected and shall not be regarded as cause for a grievance or as violation of contract. Where any route, for whatever reason, takes more than four and three quarter (4.75) hours to complete, the additional time worked by the driver shall be compensated in  $\frac{1}{4}$  hour increments at the rate of  $\frac{1}{4}$  of the driver's hourly rate. Changes in route or length of route assignments from year to year shall not be deemed a reduction in force unless there is a reduction in pay. The Administration shall not unilaterally make a change in the work schedule which causes a significant increase in the workday which affects all or almost all of the drivers during the life of this contract without negotiations. However, the Administration shall have the discretion to schedule routes and assignments to avoid driver over time. The above notwithstanding, drivers shall be paid for time actually worked. Should the AHCA cause penalties due to drivers driving over 30 + hours per week – the union agrees to come back to the table to re-negotiate this section of the contract.
2. When transportation is required for summer school or other summer programs approved by the Board, normally this shift will be three (3) hours in duration. However, drivers will be paid at their regular hourly rate for time actually worked.
3. Field Trips and Extra Curricular Routes in addition to regular routes will be assigned by seniority on a rotation list of drivers driving a 4.75 hour route. All field trips shall be posted on the bulletin board monthly for transportation staff to see. The Director of Operations will offer the assignment to the drivers driving the fewest number of hours per day until accepted. For the next field trip, the rotation will begin with the driver that followed the driver that accepted the previous assignment (last trip). In the event no driver is willing to take the assignment, the Director of Operations may assign the route, taking into consideration driver seniority. Trips scheduled with less than forty-eight (48) hours (two (2) workdays) notice may be assigned based on convenience or availability; this shall not preclude the rotation procedure from being followed. Trips shall be assigned to sub-drivers on an emergency basis or when regular drivers on the list reject the trip, would exceed 5.75 hours in a day, or cannot be contacted. However, the Administration shall have the discretion to schedule routes and assignments to avoid driver over time.
4. An emergency shall be defined as a request submitted by a teacher/principal or another school to the Director of Operations with less than forty-eight (48) hours (two (2) workdays) notice.

5. If a field trip, which is scheduled to take place outside of the driver's regular shift, is canceled on the same day that it is scheduled to take place, the assigned driver shall receive two (2) hours compensation. If an extra curricular, which is scheduled to take place outside of the driver's regular shift, is canceled after the end of the school day on which it is scheduled to take place, the assigned driver shall receive two (2) hours compensation.
6. Substitution for Mid-Day and Activity will be rotated among drivers driving less than 30 hours per week and be decided upon before the start of the school year. Each extra duty will be assigned one (1) substitute from the regular drivers. In the event the sub is unavailable, a substitute driver will be assigned for that day. The Administration shall have the discretion to schedule routes and assignments to avoid driver over time.
7. In the event that no regular driver or currently assigned sub-driver wants to drive the assignment, this provision shall not be deemed violated when appropriately trained and licensed coaches, sponsors, or administrators drive buses for these specific assignments.
8. Additional non-driving extra duty assignments required for the management of the Transportation Department shall be recommended by the Director of Operations, based on skills or special knowledge, to the Superintendent or designee. Assignments will be designated to efficiently and effectively meet the needs of the District.
9. The Administration retains the right to make all assignments in the best interest of the District. The Administration shall endeavor to make substitute assignments in a consistent manner, and may be continuously extended to qualified staff similar to extra-duty assignments as noted in #6. Changes in assignments, routes, or other assignments shall not be deemed a reduction in force.
10. Assignments to wash busses will be offered to each regular driver for his/her assigned bus during the summer months. Any driver can decline the offer, and then the Director of Operations may offer the washing assignments to other volunteer drivers. One winter/spring washing may be needed each school year. The summer reassignment or the winter assignment will be made from a list of volunteers, in assignment groups of up to 4 busses, with the stipulation that the washing be completed in a designated time allocation (3-5 days). Assignments to wash busses will be compensated at \$45.00 per bus.
11. The Administration will assign any extra duty assignment that takes more than one (1) day to complete [e.g. an assignment that is done on a weekly basis between AM and PM routes] on a rotating seniority basis, starting with the most senior driver, and paid at the Extra Curricular rate of pay as provided in Appendix A.

**8.5 Service to Students with Disabilities.** The Board and the Association recognize that the trend in education is, in some instances, to bring back students with serious disabilities to the regular school setting from specialized programs. This trend will result in a need for greater

sensitivity on the part of school employees to the needs of students with disabilities and will require a commitment by the Board and the Association to support and educate employees called upon to deal with the problems of students with disabilities and to recognize the role of the support employee in meeting the needs of students with disabilities. Therefore, any employee interacting with or having the responsibility of serving a special needs student shall be inserviced each year prior to or within a reasonable time of taking on that responsibility.

The Board will seek out pertinent inservice educational activities to address these issues and will encourage Association and employee input on appropriate training activities.

**8.6 Overtime/Compensatory Time.** The District shall follow the requirement of applicable law, including the Fair Labor Standards Act, with respect to overtime. Compensatory time (at 1 ½ times hours of overtime worked) shall be used as a substitute for overtime pay when the supervisor and employee agree on compensatory time before the work is performed. Overtime will be paid after 40 hours for pre-approved work. In the event the employee's 40 hours include the meal period, the employee may be required to perform duties during such meal period.

The District shall endeavor to offer overtime to employees in each building in the same classification on a rotating basis. This provision will not be deemed violated when the Administration assigns particular work to an employee who possesses a particular skill appropriate to the work assignment, or when assignments are made on an emergency basis.

**8.7 Job Descriptions.** The Board shall provide job descriptions to all bargaining unit employees upon the employee's request. The Board shall make all job descriptions available to the Association President for inspection and copying on request.

**8.8 Equipment and Materials Provided.** The Board shall provide without cost to the employee:

1. Regulations safety equipment, first aid, and bloodborne pathogens kits shall be in all work areas.
2. Reimbursement for the cost of the following:
  - a. Licenses, permits or the renewal of such;
  - b. Post Employment physicals, drug tests, and hepatitis inoculations, and other mandatory inoculations; and
  - c. Required fingerprinting.
3. A log book shall be kept in each bus to record mechanical problems and steps taken to address them.

**8.9 Dispensation of Medication.** The District is committed to observing the State Board of Education rules relating to the dispensation of medication. The parties recognize that service to the student population calls for all employees being prepared to deal with emergencies

regarding student safety, and to that end the District shall indemnify any bargaining unit member from liability which arises from his or her good faith actions taken within the scope of employment.

**8.10 Staff Development.** Employees may submit to the Superintendent or designee proposals for courses or other staff development programs that the employee wishes to attend. These courses or programs must be directly related to the job of the employee in the District. The proposal should contain an explanation of how the course or program will improve the employee's performance. The Superintendent, in his/her sole discretion, may approve or disapprove proposals. If the proposal is approved, the Superintendent shall specify whether the District will pay all or part of the tuition, transportation, and other expenses related to the proposal. The Board has the right to send employees to any staff development programs that it deems appropriate.

**8.11 Travel Compensation.** Employees who travel between school buildings and elsewhere at the direction of management using their personal vehicles for job-related purposes shall be compensated for that travel at the current IRS rate. This compensation shall be processed for payment within six weeks of submission of the expense report. Expense reports shall be submitted quarterly and the submission and payment days will be noted on the payroll calendar.

**8.12 Payroll Deductions.** Upon written request from an employee, the Board shall deduct from the regular paychecks up to four types of deductions and shall remit the designated amount to the payee designated by the employee. The deductions shall be for the same amount for each check, and shall not vary from check to check.

**8.13 Dock Days.** Unless previously approved by the Superintendent or designee, or in case of a personal immediate family (as described in 5.1) emergency, there will be no "No pay days" available to any employee covered in this Agreement. Employees will utilize all of their appropriate agreement granted accumulated time to cover vacation, sick, or personal time-off requests. Any request made for time off in excess of time earned or in excess of time granted as a result of this Agreement, shall be denied. If time is taken in excess of that accumulated or granted as a result of this Agreement, and without the prior approval of the Superintendent or designee, or is not taken in the case of bona fide reasons permitted for leave under the Family Medical Leave Act (FMLA), or is not taken in the case of a true emergency as evaluated and determined solely by the Superintendent, the employee shall be considered insubordinate. Such insubordination, as deemed by the Superintendent, is grounds for discipline up to and including dismissal.

**8.14 Alarm Calls and/or Emergency Calls.** When an employee is called back to work due to an emergency and/or an alarm call, said employee will be paid from the time that individual leaves his/her home until the time said employee returns home. No mileage will be paid for emergency/alarm calls. Summer alarm calls will first be offered to custodians normally assigned to the building before being offered to maintenance employees.

**ARTICLE IX**  
**SENIORITY AND REDUCTION IN FORCE**

**9.1 Seniority.**

1. Earning Seniority.

Seniority shall mean length of service in category of position. Seniority shall commence to be earned on the first day of work in the category in the District. As between employees in the same category with the same start date and length of continuous service, length of prior employment, if any, with the District shall be the first tiebreaker, and a coin flip (or lottery, if more than 2 employees) shall be the second tiebreaker for questions depending on relative seniority.

2. Changing Categories.

An employee moving from one category to another is not entitled to have seniority earned in the prior category counted in the new category (except as a tiebreaker), but seniority in the prior category is not lost, and shall be considered in a reduction in force as set forth below.

3. Seniority List.

A seniority list shall be prepared, posted and provided to the Association by each February 1<sup>st</sup>. The list shall set forth the seniority of each employee in each category. Employees shall have seven (7) calendar days to assert claimed errors in the seniority list and their placement on it. Errors not asserted during the first seven (7) calendar day period after the first instance of the error will be deemed to be waived. The administration shall use its best efforts to issue a written decision on all claims of error in seniority placement within seven (7) calendar days of the claim.

4. Loss of Seniority.

Seniority is lost through resignation, dismissal or other termination of employment (except where receipt of a reduction in force notice results in no break in service). Approved leaves will not result in loss of seniority; however, seniority is not earned during any leave without pay, except for unpaid leave under the Family and Medical Leave Act.

**9.2 Reduction in Force.** The following procedures shall be used with regard to reductions in force in the positions covered by this Agreement.

1. From time to time, the Board may determine that it is in the best interest of the District to reduce the number of employees in the bargaining unit. The employees with the least seniority within a given category of position shall be dismissed first; however, an employee shall not be dismissed prior to the dismissal of all other

employees with lesser seniority in the various categories in which the employee has been assigned during his or her continuous employment in the District.

2. The following categories of employment shall be used:

- Category A. Regular Bus Driver
- Category B. Part-time Custodian
- Category C. Full-time Custodian
- Category D. Full-time Maintenance

In the event a Maintenance position is eliminated, the affected individual(s) may exercise seniority rights in Category C (Custodian).

3. Notice shall be given in accordance with the School Code in the event of a reduction in force. Recall rights shall be observed in accordance with the School Code.

## **ARTICLE X** **NEGOTIATIONS**

**10.1 Bargaining Notification.** Negotiations for any successor agreement shall commence in the final year of this Agreement upon notification in writing by either party that it desires to modify, change, amend or terminate this Agreement. Such notification is to be given on or before March 1<sup>st</sup> of the year in which this Agreement is to expire. Upon receipt of such written notice, the parties shall agree upon a time and date for the first negotiations meeting.

**10.2 Mediation.** It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement determines that the assistance of a mediator would be helpful. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

**10.3 Whole Agreement.** The terms and conditions set forth in this Agreement represent the full and complete understanding and the whole agreement between the Board and Association. The terms and conditions of this Agreement may be modified only through the written mutual consent of the Board and Association.

The parties hereto agree that during the negotiations for this Agreement, each party had the unlimited opportunity to make proposals on any topic, whether covered or not covered by this Agreement.

The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter or subject (except as otherwise specifically provided herein) though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.

**10.4 Monthly Meeting.** The Association will meet with the Superintendent or designee quarterly or as otherwise agreed to improve communication and discuss other work related concerns.

**ARTICLE XI**  
**RETROACTIVITY/DURATION**

**11.1 Duration.** This Agreement will be effective as of July 1, 2017, and continue in effect through June 30, 2020.

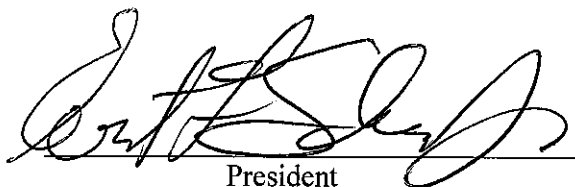


### EXECUTION OF AGREEMENT

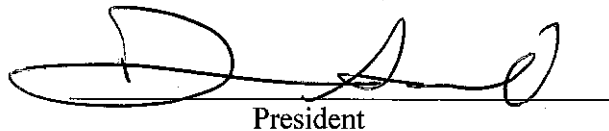
This Agreement is signed this 19 day of JULY, 2017.

113A SUPPORT STAFF ASSOCIATION  
IEA-NEA

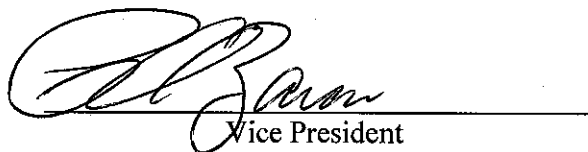
FOR THE BOARD OF EDUCATION OF  
LEMONT-BROMBEREK COMBINED  
SCHOOL DISTRICT NO. 113A



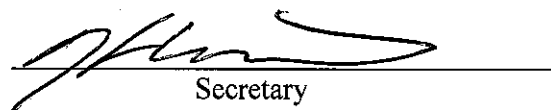
President



President



Vice President



Secretary

## APPENDIX A – BUS DRIVERS COMPENSATION

Drivers assigned the following routes will be paid as noted below:

AM & PM Routes	Driver's Hourly Rate
Math Run	\$15.00 per hour
Activity Route	Driver's Hourly Rate
Extra Curricular	\$15.00 per hour
Kindergarten Routes	\$15.00 per hour

Drivers who substitute on any route assignment will be paid at their regular hourly rate or the route pay noted above, whichever is higher.

For the 2017-2018 school year, the following hourly rates will be paid:

- A. Those drivers whose hourly rate during the 2016-2017 school year was less than \$16.00 per hour, will be paid \$17.20 per hour.
- B. All other drivers will receive an hourly rate increase of 3.5% over their 2016-2017 hourly rate

For the 2018-2019 and 2019-2020 school years, each driver's hourly rate will be increased annually by 2.5% over the driver's previous annual hourly rate.

The hourly rate for new Drivers will be \$17.20 for the duration of this Agreement.

#### **APPENDIX B – CUSTODIANS AND MAINTENANCE COMPENSATION**

For the 2017-2018 school year, each Custodian and Maintenance employee will receive a three and one-half percent (3.5%) raise over his/her 2016-2017 salary.

For the 2018-2019 and 2019-2020 school years, each Custodian and Maintenance employee will receive a two and three-quarter (2.75%) percent increase over his/her salary for the prior school year.

<b>Starting Compensation for New Employees</b>		
	Hourly Rate	Annual Income (based on 2080 hrs/yr)
Full-Time Custodian	\$13.90	\$28,912.10
Part-Time Custodian	\$10.68	---
Maintenance	\$20.47	\$45,582.38

Any Maintenance employee who attains and maintains State of Illinois licensure in the areas of electrical, plumbing and/or HVAC work, will be paid an annual stipend of \$5,000 for each such licensure attained and maintained.

## **MEMORANDUM OF UNDERSTANDING**

### **I. WELLNESS PARTICIPATION**

In order to receive the premium reduction for wellness participation, employees must participate in the wellness blood draw and biometric screening and participate in any required wellness follow up activities. Employees who fail to maintain the required participation following the wellness blood draw and biometric screening will be required to reimburse the Board for the premium reduction received by the employee through a salary reduction over the following year.

Spouses of employees with family health insurance also must participate in wellness as set forth above for the employee to receive the family premium reduction.

### **II. PLAN DESIGN CHANGES**

The Board and the Union agree to implement the following insurance plan design changes to the PPO plan on December 1, 2014:

- 80/20 co-insurance
- Prescription co-pays 10/30/50
- Increase specialist co-pay from \$20 to \$30
- Increasing the family deductible and out-of-pocket maximum to three (3) times single
- Increasing the single deductible to \$1,500 and the family deductible to \$4,500, and increasing the single out-of-pocket maximum to \$3,200 and the family out-of-pocket maximum to \$9,600 with Board reimbursement as set forth in the following Section
- Increasing the out-of-network deductible to \$2,000/single and \$6,000/family
- Increasing the out-of-network out-of-pocket maximum to \$5,400/single and \$16,200/family

Implementation of these benefits will be as follows:

1. Except as provided below, for the length of the Support Staff Collective Bargaining Agreement (2014-2017) health insurance benefits for bargaining unit members will be provided on an 80%/20% basis, with bargaining unit members paying 20% of covered expenses and the plan paying 80% of such covered expenses.
2. The plan offered will be subject to the then-determined premium increases, which will be shared by the Board and insured members of the bargaining unit in the same proportion as is required by the Support Staff Collective Bargaining Agreement.  
All plan expenses will be covered at the 80%/20% level.  
In the event that the Teacher and Support Staff Unions desire to maintain the 100% coverage for diagnostic services and home health care, the Board will have its insurance consultant determine the cost of retaining such 100% coverage. The District Insurance Committee will then be required to adjust the plan benefits or costs to save an amount of money equal to the cost incurred to retain the designated 100% coverage of certain

expenses noted above. In the event that the Committee is unable or unwilling to find such savings, all covered plan expenses will be covered at the 80%/20% level.

### **III. DEDUCTIBLE AND OUT-OF-POCKET REIMBURSEMENT**

The Board and the Union agree to increase the single and family deductibles and out-of-pocket maximums applicable to the PPO plan with the following Board reimbursement:

Type of Expense	Board Reimbursement Amounts
Single Deductible	Up to \$1,000 starting from deductible dollar \$501 up to \$1,500
Single Out-of-Pocket Maximum	Up to \$600 starting from out-of-pocket dollar \$1,001 up to \$1,600 (beyond the deductible)
Two Person Family Deductible	Up to \$2,000 starting from deductible dollar \$1,001 up to \$3,000
Two Person Family Out-of-Pocket Maximum	Up to \$1,200 starting from out-of-pocket dollar \$2,001 up to \$3,200 (beyond the deductible)
Family Deductible	Up to \$3,000 starting from deductible dollar \$1,501 up to \$4,500
Family Out-of-Pocket Maximum	Up to \$1,800 starting from out-of-pocket dollar \$3,001 up to \$4,800 (beyond the deductible)

### **IV. GROUNDS KEEPER POSITION**

Effective July 1, 2014, the Grounds Keeper position is eliminated. The employee in the position of Grounds Keeper prior to July 1, 2014 will be reclassified as a custodian and effective in the first year of this contract the \$2,500 annual grounds keeper stipend will be added to the employee's salary as a custodian.