

AGREEMENT

Between

HUNTLEY COMMUNITY SCHOOL DISTRICT 158 EDUCATION SUPPORT
PERSONNEL ASSOCIATION
IEA-NEA

And

BOARD OF EDUCATION
HUNTLEY COMMUNITY SCHOOL DISTRICT NO. 158

2016 through 2019

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Article I. RECOGNITION**Section 1.01 Recognition**

The Board of Education of Huntley Community School District No. 158 (hereinafter referred to as the "Employer" or the "Board") recognizes the Huntley Community School District 158 Education Support Personnel Association, IEA-NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all full-time and part-time support staff (including but not limited to: Bus Drivers, Mechanics, Maintenance/Custodians, Administrative Assistants, Secretaries, Paraprofessionals, Deans Assistants, Student Assistants, (upon approval of the Illinois Educational Labor Relations Board all aides will be referred to as assistants) Cooks, Nurses, Assistant Registrar and Router/Dispatchers.) currently employed with the District subject to the conditions contained in the Letter of Understanding #1. All Certificated employees, all Central Office personnel, including but not limited to the Superintendent's secretary/office manager, Assistant Superintendent for Fiscal Services' secretary, Assistant Superintendent's secretary, Director of Food Services, Transportation Director, Assistant Transportation Director and all supervisory, confidential, temporary and short term employees excluded under the Act are excluded from the Bargaining Unit.

Section 1.02 New Positions

All newly-created support staff positions, except substitute and short term employees, shall be forwarded to the Association, in writing, as soon as practical after the creation of the positions, with ten (10) work days being a guideline. Such positions shall be considered excluded from the Bargaining Unit unless included in one of the classifications listed in Section 1.1.

Section 1.03 General Principle of Negotiations

The purpose of this recognition is a mutual agreement between the parties to negotiate in a good faith effort.

"Good faith effort" is defined as the mutual responsibility of the Association and the Board to deal with each other openly and fairly and endeavor to reach agreement on items being negotiated. It does not imply that either party will agree with, or accept, the other party's proposals, or be compelled to reach agreement on specific topics.

Section 1.04 Sub-contracting

While the district retains the right to sub-contract work, the district agrees during the term of the contract not to sub-contract any union group that is not currently sub-contracted. The district retains the right to review sub-contracted services and to negotiate with the union concerning sub-contracting issues at anytime during the length of the contract.

Article II. ASSOCIATION RIGHTS AND EMPLOYEE OBLIGATIONS**Section 2.01 Payroll Deduction**

Upon written request by the Employee, the Employer shall deduct Association dues from members' payroll and transmit the amount to the Association Treasurer in accordance with the procedures that are mutually agreed upon between the Association and Assistant Superintendent or designee for Fiscal Services.

The Association agrees to indemnify and hold the District harmless against any and all claims, demands, suits, errors or other forms of liability that shall arise out of or by reason

of action taken or not taken by the District for the purpose of complying with the provisions of this Section or in compliance with any agreed upon forms and/or procedures related to this Section.

Section 2.01A Reporting of Underpayment

If an employee reports an underpayment within three (3) workdays of receiving the original payroll check and the amount is over fifty (\$50) dollars, the district will provide the employee a separate check to make the employee whole. In other cases, the correction will come on the next paycheck.

Section 2.01B 24 Pay

During the term of this Agreement employees will have the option of 24 pays or 26 pays if 26 pays are made available by the district.

Section 2.02 Fair Share

During the term of this Agreement, employees who are not members of the Association shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Association for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the employees covered by said Agreement, provided the fair share fee shall not exceed the dues attributable to being a member of the Association. Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Association. The Association shall annually submit to the Board a list of the employees covered by this Agreement who are not members of the Association and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for member-only benefit.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.

The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions. The Board shall promptly notify the Association if there is any lawsuit or other legal challenge to the provisions of this Article and the Association, upon such notice being given, shall have the right to designate legal counsel to defend such action; provided, however, the Board shall have the right to designate its own legal counsel in any such legal proceedings, subject to the approval of the Association, which approval shall not be unreasonably withheld, if such designation becomes necessary to protect its own interests, with the understanding that these indemnification provisions shall cover the cost of such representation.

Section 2.03 [District Interschool Mail System](#)

The Association may use the District's Interschool mail system for communication of Association business.

Section 2.04 [Right to Use of School Facilities](#)

The Association shall have the right to use a designated room for Association meetings at times and places not in conflict with the school schedule. Such use of room will be scheduled with the Associate Superintendent or designee. If the meetings require custodial service to accommodate the Association, the Association will reimburse the District for the cost of the sum within thirty (30) days of receiving an invoice from the Business Office. The Association shall have the right to use office equipment upon approval by the Associate Superintendent or designee.

Section 2.05 [Bulletin Boards](#)

The Association shall have the right to post notices of activities on a bulletin board in each building. The placement of the bulletin boards shall be mutually agreed upon by both the Administration and the Association. A courtesy copy of materials posted shall be provided to the Superintendent or designee.

Section 2.06 [Employee Obligations](#)

This Agreement shall not interfere with an Employee's obligation to fulfill his/her assigned duties in an efficient manner as determined by the Employee's classification of job description.

Article III.

GRIEVANCE PROCEDURE

Section 3.01 [Definitions](#)

- A. An employee claiming to have incurred a violation, misinterpretation or inequitable application of the provisions of this Agreement may file a grievance.
- B. All time limits shall consist of calendar days unless the last day falls on a weekend, holiday, or non-office workday.

Section 3.02 [Procedure](#)

The parties hereto acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

- A. The employee may present the grievance, in writing, to his or her immediate supervisor within ten (10) days of the claim of the contractual violation. The immediate supervisor will arrange a time and date for a meeting to take place within (10) days after receipt of the grievance. The immediate supervisor or employee may also include at this meeting such persons, as they deem beneficial to the successful resolution of this problem. The immediate supervisor shall provide the aggrieved employee a written answer to the grievance within (10) days after the meeting.
- B. If the grievance is not resolved at step number one, the employee shall refer the grievance in writing to the Superintendent or his official designee within ten (10) days after receipt of the step number one answer. The same procedures as outlined in step number one regarding meeting arrangements, time limitations, persons present at the meeting, and written answers to the grievance shall be in effect for step number one.

- C. If the grievance is not resolved at steps number one or number two, then the employee has the option of requesting in writing that the grievance be placed on the agenda of the next regularly scheduled Board meeting. He/she may then present the grievance personally to the Board for their consideration and decision. The Board shall provide the employee with their written decision within twenty (20) days after the date of which the grievance was heard by them.
- D. If the employee is not satisfied with the disposition of the grievance in Step 3, the employee and/or Association must file in demand for arbitration with the AAA within thirty (30) calendar days from the date the decision at Step 3 was rendered. The voluntary labor arbitration rules of the AAA shall apply. The cost of the arbitrator services and other costs of a transcript will be borne equally by the parties.
 - 1. Neither party shall be permitted to present any grounds or evidence before the arbitrator which had not previously been disclosed to the other party.
 - 2. The arbitrator shall have no power to amend, modify, nullify, ignore or add to the terms of this Agreement. The arbitrator's authority shall be strictly and narrowly limited to deciding only the issues of the grievance filed at the Step One level within the limits established in the definition of a "grievance".
 - 3. Either party may make public the findings and recommendations of the arbitrator.

Section 3.03 Other Conditions

- A. By mutual written agreement between the Superintendent and grievant (employee), the first step of the grievance procedure can be bypassed.
- B. Meetings Outside of Regular Working Hours
All meetings shall be scheduled after regular work hours for employees unless mutually agreed between the Superintendent and grievant to meet at another time.
- C. Grievant and Association Cooperation
The grievant and the Association shall not interrupt the operation of the District in the investigation of any alleged grievance.
- D. Timeliness by Parties
Failure of any grievant to act on a grievance within the prescribed time limits will bar any further appeal. Failure by the Administration or Board to act on a grievance response within the prescribed time limits will permit the grievance to automatically move to the next step within the time limits provided in that step.
- E. Extension of Time Limits
Time limits can be extended by mutual written agreement by the Superintendent and the grievant.
- F. No Reprisals
No reprisals of any kind shall be taken by the grievant, Association, Administration and/or Board against any employee because of his/her participation or lack of participation in the grievance procedure.
- G. Filing of Materials
All documents dealing with a grievance shall be filed separately from an employee's personnel file.

H. Exclusion of Remedies

In the event a grievant commences a proceeding in any state or federal court or administrative agency against the Board and/or Administration, charging the Board and/or Administration with an alleged violation of this Agreement, such remedy shall be exclusive and said grievant shall be barred from invoking any remedy by this grievance procedure while pursuing a remedy in another jurisdiction. Upon being knowledgeable of the decision by another jurisdiction, the grievant has the right to reinstate the grievance within (10) days.

I. Expedited Arbitration

Upon completing a mutual written agreement by the Superintendent and the grievant, the expedited arbitration rules of the AAA shall be utilized instead of the voluntary labor arbitration rules.

J. By-Pass of Arbitration to Grievance Mediation

By mutual written agreement, the Superintendent and grievant may elect to enter into grievance mediation prior to submitting the grievance to arbitration. The parties shall mutually agree, in writing, on the procedures for mediation, including the handling of costs to implement the process.

Article IV.**LEAVES****Section 4.01** **Sick Leave**

Probationary employees and employees hired on or after July 1, 2007, shall be entitled to ten (10) days of sick leave per year for the first four years of their employment. After completion of an employee's 4 year, he or she shall be entitled to fourteen (14) days of sick leave per term without loss of pay.

All non-probationary employees hired prior to July 1, 2007, shall be entitled to fourteen (14) days of sick leave per term without loss of pay.

- A. Sick leave shall be defined as personal illness, quarantine at home or serious illness or death in the immediate family or household. Immediate family as defined in the law means parents, spouses, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, civil union partners and legal guardians. Absences of three (3) days or more may require a doctor's release stating fitness for duty.
- B. Unused sick leave days shall accumulate to two hundred forty (240) days for retirement purposes; however an employee who has achieved this maximum can still receive their annual allotment to be utilized during their employment for qualifying sick leave purposes.
- C. At the beginning of each year, each employee shall be able to access accumulated sick leave accruals in E-time.
- D. An Employee eligible for Workers Compensation will have the following options:
 - Receive Workers Compensation benefits at a rate of 66 2/3% of salary.
 - Receive full pay by using 33 1/3% of available sick leave and the Workers Compensation benefit of 66 2/3% of salary.After sick leave is exhausted, the employee will only receive Workers Compensation benefits.

Section 4.02 **Bereavement Leave**

Each employee shall be entitled to two (2) days bereavement leave per school term without loss of pay. If more than two (2) days of bereavement leave are necessary, such

days will be deducted from the employee's accumulated sick leave. If an employee has no available bereavement leave, he/she may request unpaid leave from his/her department director.

Section 4.03 Personal Leave

At the beginning of each school term each non-probationary employee who is regularly scheduled to work at least 720 hours per year, shall be credited with two (2) days of leave to be used for personal business, which cannot be handled during non-scheduled hours. All requests shall be made at least (5) workdays in advance of the desired date of the leave on a form provided by the Administration except in an emergency approved by the superintendent or designee. Regulations governing personal leave shall include the following:

- A. Personal leave shall not be allowed for participation in a work stoppage, recreation, or to accompany another person on a pleasure trip.
- B. Except in the case of an emergency, as approved by the Superintendent or a designee, or for observations of a recognized religious holiday of the employee's faith, the following days shall not be utilized for personal business leave:
 - 1. The first and last week of school for students
 - 2. A weekday immediately preceding a weekday legal holiday
 - 3. A weekday immediately preceding or the day of a weekday of student non-attendance day/half day.
 - 4. A Friday before a Monday student non-attendance day/half day.
- C. Personal leave days accumulate up to four (4) days. Unused personal leave days after four (4) days will accumulate as sick leave.

Section 4.04 Leave Without Pay

If an Employee is absent from duty and such absence is not covered by any of the leaves of absence included in this Agreement, the Employee will not be compensated. All unpaid leave must be pre approved by a department director.

Employees on unpaid/unprotected leave do not accrue benefits and are therefore responsible for medical premium costs.

Section 4.05 Association Leave

In the event that the Association desires to send representatives to local, state or national conferences or other pertinent Association business outside of the District, these representatives shall be excused without loss of pay for an aggregate maximum of eight (8) days annually upon written notice for this leave submitted to the Superintendent at least two (2) weeks in advance of the scheduled event. The Association shall reimburse the District for the lost time of the affected employee at their regular hourly rate of pay as invoiced by the Business Office. Such payment shall be made within thirty (30) days of receiving the invoice.

Section 4.06 Leave Day Calculation

Whenever an employee works less than eight (8) hours a day, a day shall be calculated on the basis of the number of regular hours the employee is normally scheduled to work.

Section 5.01 [Earned Vacation Days](#)

A classified employee whose regular work year is 260 days shall be entitled to paid vacation according to the following schedule:

1. After six (6) months consecutive service, five (5) days to be taken before the close of the first fiscal year.
2. Beginning at the start of the second fiscal year, and continuing for the duration of the first ten (10) consecutive years, ten (10) days.
3. After ten (10) years of consecutive service, fifteen (15) days.
4. After twenty (20) years of consecutive service, twenty (20) days.

The Superintendent or designee shall attempt to arrange vacation days so that the school operation continues to operate in an effective and efficient manner. Employees not working full year shall have their vacation days prorated based on the percentage of days employed. Accordingly, vacation days granted will be determined in accordance with the needs of the school.

For employees who have one year or more of service the Board shall transfer up to five (5) unused vacation days to their cumulative sick leave at the end of each fiscal year.

Section 5.02 [Recognized Holidays](#)

The Board recognizes certain days during the school year as holidays for twelve-month employees. The following days will be observed unless the Board secures a waiver from the state to eliminate specific holidays:

New Year's Day	Columbus Day
Martin Luther King, Jr's Birthday	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Casimir Pulaski's Birthday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

If a holiday falls on a Saturday or Sunday, it will be observed on a workday designated by the Superintendent.

Full-time, twelve month employees will be eligible for eight (8) hour pay, or the number of hours regularly scheduled to work, if less than eight (8) hours, at their straight time rate, according to 4.6 Leave Day Calculation, provided they meet the following requirements:

1. The employee must work within the payroll period during which the holiday occurs, unless on vacation.
2. The employee must work the last scheduled working day before the holiday and the first scheduled workday after the holiday unless on vacation. Any exceptions must be approved by the Superintendent.
3. The employee must have been employed by the Board for at least thirty (30) days.
4. In case of an emergency, as defined by the Superintendent, an employee may be required to work on a recognized holiday. To be eligible for holiday pay (rate of two times the individual's regular rate of pay) a full-time twelve-month employee must work on the last scheduled workday before the holiday and the first scheduled work day after the holiday unless on vacation.

placement shall respond, in writing, to the Superintendent and to the President of the Association within ten (10) workdays after the effective date of the posting.

Section 7.05 Termination of Seniority

Seniority of an employee shall be deemed to have been broken when he/she:

1. Resigns or quits;
2. Retires;
3. Is discharged;
4. Is absent from work three (3) days without notifying the District;*
5. Fails to report for work at the close of a leave of absence or vacation without District approval;*
6. Fails, following layoff, to return to work within ten (10) working days, following receipt of notice of recall from layoff by telephone or notice sent to his/her last known address;
7. Is laid off beyond the established guidelines in accordance with Section 7.9;
8. Accepts other employment without the School's written approval during a period of authorized leave of absence;
9. Falsifies the reason for the leave of absence.

*The Superintendent retains the prerogative to waive the time limit when an emergency occurs that can be verified to his/her satisfaction.

Section 7.06 Transfer to New Position

Any employee assuming a position in another classification shall begin his/her seniority in the new classification on his/her first day of work. However, his/her District seniority shall continue to accrue to determine earned vacations if eligible for vacations. If management requests a status change within the department, departmental seniority will remain the same.

Section 7.07 Posting of Vacancies

Vacancies occurring within the bargaining unit, including newly created positions within the bargaining unit, shall be posted on a designated bulletin board in each District building along with a copy of such posting being sent to the Association. Every reasonable effort will be made to post vacancies at least ten (10) work days prior to being filled, but can be filled prior to that time if the operational needs of the District need to be immediately addressed as determined by the Superintendent. In the event that the Superintendent determines it is necessary to fill a position immediately, the Association shall be so notified in writing stating the reason for the decision. Such postings shall contain the following information:

1. Type of Work
2. Location of work
3. Starting date
4. Range of pay
5. Hours to be worked
6. Classification (Department)
7. Minimum requirements

Section 7.07A Posting of Vacancies – Bus Routes

Regular bus routes shall be defined as Regular Education, Preschool, Kindergarten, Special Education, Summer School, and any other non-bus driving job created by using HESPA employees. Special Education routes and non-bus driving jobs will be bid by seniority and must meet additional criteria found in District job descriptions.

All regular bus routes will be posted annually for a period of 5 days for bidding purposes. Bus driving routes, with the exception of special education and non-bus driving HESPA

jobs, shall be bid upon departmental seniority. Each route will be identified by a number. Each route will have a job description. Each driver will be given adequate time to choose a route.

Regular bus routes openings during the year shall be bid in the same manner.

Section 7.07B Trips

Field and athletic trips are considered extra work over and above regular driving routes. Trips are to be bid by the department seniority list as established at the beginning of each fiscal year starting with the first driver on said seniority list. Trips received after the bid day, &/or counter trips, shall be posted and bid by department seniority if the particular trip cannot be place in the next rotating weekly trip bid. Furthermore:

1. All eligible drivers, who have not exceeded 40 hours of work per week, will be eligible to bid on trips. If all drivers have exceeded 40 hours for the week, then the rotation continues to be bid out according to Article 14 Section 14.03 until all trips are filled.
2. Trips will be bid based on the department seniority list.
3. Probationary drivers may bid on trips after the first thirty (30) school days upon clearance by the Director and the Training Department.
4. No driver on sick leave or leave without pay can bid on trips until they return to duty.
5. If a driver calls in sick for any part of their regular route and has a trip that day, that trip will be re-assigned.
6. If a driver calls in sick the day before a non-attendance trip day (such as Saturday or Sunday), the trip will be re-assigned. This does not include any extended holiday breaks. If the District or Transportation cancels a trip less than 24 hours before that trips' depart time on any attending or non-attendance scheduled day, a 2 hour minimum compensation shall be given to driver, unless driver is able to fulfill/complete their regular route hours/or the trip is rescheduled for that driver within 7 school days. In addition, if a trip requires multiple drivers and the original number of busses is decreased, within 24 hours of departure time, the drivers with the least seniority will be dropped and compensated as stated above. If a trip requires multiple drivers and the original number of busses is reduced **more** than 24 hours prior to departure time, the drivers will be reduced based on order of bid - the last driver to bid the trip will be the first driver removed.
7. Overnight trip values will be predetermined by transportation prior to bidding; however an adjustment can be made if signed by the coach/sponsor and verified by transportation. Trip values will be determined by looking at past trips to similar locations/events.

Section 7.08 Filling of Vacancies

Vacancies shall be filled by the most qualified applicant as determined by the Administration. The initial base salary pay for an employee with no experience will be at the current 2009-2010 base salary pay. The initial salary pay of an employee with experience shall be determined by Administration. Vacancies may be filled by management using the following criteria: most qualified, seniority, length of service with the district.

Section 7.09 Layoffs, Reduction in Force and Elimination of Positions

The Board of Education may eliminate any position during the school year when it concludes that certain services are no longer needed. (i.e., a student with an individual assistant moves out of the district) If the Board decides to decrease the number of Employees in any classification covered by this Agreement, the resulting layoff, Reduction in Force or Elimination of Position shall be effectuated first by laying off any probationary

Employees within the affected classification and then on the basis of seniority within the affected classification (i.e., the least senior Employee in the classification shall be laid off or released first) provided that the remaining Employees are determined to be qualified and skilled at performing the work remaining after the layoff, reduction in force or elimination of position, as determined by the Superintendent or designee's sole discretion. In some cases, special circumstances may be present in regards to the best interest of a students' needs or needs of a group of students. In this case a committee consisting of HESPA leadership, Administration, and Human Resources will look at the seniority, qualifications, skill set, ability and students needs when determining the employee to be released

Section 7.10 [Recall From Layoff, Reduction in Force Elimination of Positions](#)

The recall period shall be one (1) year. If the Board has any vacancies in a classification affected by a layoff, reduction in force or elimination of position, the positions will be tendered to qualified and skilled employees with recall rights in that classification in reverse order of layoff from said classification, if physically able to return to work. In some cases, special circumstances may be present in regards to the best interest of a students' needs or needs of a group of students. In this case a committee consisting of HESPA leadership, Administration, and Human Resources will look at the seniority, qualifications, skill set, ability and students' needs when determining the employee to be released. Notification of recall shall be by certified mail to the employee's last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work, along with the requirements of the position. It shall be the responsibility of the employee to keep his/her address current by providing the Superintendent's Office with the necessary information. If the employee does not respond to such notification of recall within ten (10) working days following a receipt of notice sent to the employee's last known address or declines the position, the employee's right to recall shall cease and he/she shall be considered terminated from the District.

Section 7.11 [Notification of Tentative Assignment](#)

If there is a change in an employee's current assignment, the employee shall receive notification of the tentative assignment for the next school year no later than the last day of teacher attendance. In the event further changes or modifications in assignment are required, the affected employee will be notified personally as soon as possible.

Article VIII. PERSONNEL FILE

Section 8.01 [General](#)

There shall be one (1) official personnel file in the Central Office for each employee. It is understood that supervisors retain the right to have their own formal/working file on each employee.

Section 8.02 [Right to Access](#)

Each employee shall have the right of access to his/her file, with the exception that pre-employment confidential materials shall not be available for review, upon giving the Superintendent's Office a minimum of a three (3) day workday by notice. Upon reviewing the file, the Superintendent or his/her designee shall be present.

Section 8.03 [Copies of Documents](#)

A copy of any permanent material, except confidential material such as evaluations by college/university and/or previous employers, shall not be placed in an employee's personnel file without a copy also being provided to the employee. The employee has the right to respond to the material in writing, and his/her response will be attached to the file copy. The employee must respond within twenty (20) days of receipt of the material.

Article IX. EVALUATION PROCEDURES**Section 9.01 [Review of Procedures](#)**

At the commencement of each school year, each supervisor shall advise the employees of the evaluation procedures and instruments. New employees hired during the school year shall also be advised of the evaluation procedures and instruments.

Section 9.02 [Informal Observations](#)

Employees may be informally observed by their supervisors without advance notice to the employee. If the informal observation shall be used as part of an evaluation, it shall be reduced to writing and discussed with the employee within ten (10) workdays after the most recent observation.

Section 9.03 [Formal Evaluations](#)

Employees shall be entitled to at least one formal evaluation every school year. Employees assigned to more than one building shall be assigned a primary evaluator.

Section 9.04 [Post-Evaluation Procedures](#)

All evaluations shall be reduced to writing and a copy given to the employee as soon as practical, with ten (10) workdays being the guideline. Within (10) workdays of receiving the copy of the evaluation, a conference will be held between the employee and supervisor (evaluator) to review the document, including possible changes, if any, and provide specific recommendations covering improvements if weaknesses are identified. The final evaluation document will be provided to the employee within ten (10) workdays of the conference, and if the employee disagrees with its content, he/she may submit a written response within ten (10) workdays of the conference, to be attached to the evaluation.

Article X. DISCIPLINE OF EMPLOYEES**Section 10.01 [Definition](#)**

With respect to offenses less serious than those warranting immediate discharge, the District generally agrees with the tenets of progressive and corrective discipline.

Discipline action shall be imposed as soon as practical after the Superintendent or designee becomes aware of an event or circumstance that relates to a violation of District rules and/or policies, and has a reasonable period of time to investigate the matter and render a decision. The Superintendent or designee shall determine the step that will be instituted in accordance with the severity of the situation being investigated.

Section 10.01A [Written Notification of Possible Discipline](#)

Whenever practical, an employee required to appear before his/her supervisor, administration or board on a matter regarding possible discipline will be provided with written notice specifying reasons at least twenty-four (24) hours in advance. An Employee, when requested to appear, will be informed that it may be considered a disciplinary meeting and that the employee is entitled to representation.

Section 10.02 [Notification of Disciplinary Action](#)

In the event that disciplinary action is taken against an employee, the Superintendent or designee will furnish the employee, in writing, the reason(s) for the disciplinary action. The disciplinary report shall be placed in the employee's personnel file. The District's recourse on disciplinary issues may include but not limited to the following progressive

discipline plan: oral reprimand, written reprimand, paid suspension, unpaid suspension, and discharge.

Section 10.03 [Suspension Pending Investigation](#)

The District may suspend an employee for up to thirty (30) calendar days, pending an investigation on the alleged violation of a District rule or policy. Such suspension may be without pay and accrual of leave time. If alleged violations are not substantiated, the employee will be reinstated, with retroactive pay and accrual of leave time, to the date of suspension, if the suspension had been without pay.

Section 10.04 [Right to Representation](#)

An employee shall be entitled to the presence of an Association representative at an investigatory Interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

Section 10.05 [Discipline Retention Duration](#)

Any HESPA employee receiving any form of progressive discipline shall have the right, after one year from the date of said discipline (and annually thereafter), to request a review of said discipline with HR or their designee to have said discipline removed permanently from their file. Should an agreement for removal of said discipline not be reached, the employee may request an appeal to be presented to the Superintendent or designee by a member of the HESPA Executive Board.

Article XI.

ARTICLE 11 - GENERAL PROVISIONS

Section 11.01 [Work Day](#)

For employees who are to receive a substantially different assignment from the previous year or previous notification, on or before August 10, the District will provide each employee a notice of the employee's work location and assignment, the number of hours worked per day, the minimum number of days worked per year, the paid legal school holidays for the fiscal year, and the name of the immediate supervisor, with all information being broken down by specific item with the format. The Superintendent or designee reserves the right to adjust the above conditions beyond August 10 and during the school year so as to meet the operational needs of the District.

Section 11.02 [Assistance in Control of Students](#)

Control of students shall be considered part of the job as determined by the employee's immediate supervisor. Prior to the beginning of each school year, the immediate supervisor shall review appropriate procedures with all employees.

Section 11.03 [Unsafe or Hazardous Working Conditions](#)

Employees are required to bring to the attention of their supervisor potential unsafe and/or hazardous working conditions, which shall be investigated and corrected as soon as practical.

Section 11.04 [Emergency Shutdown](#)

Employees are expected to work on emergency shutdown days when students are not present unless instructed by their immediate supervisor not to come to work. If employees are notified not to come to work on emergency shutdown days, the affected employees will not be paid for the day unless they use personal leave or earned and unused vacation days to remain in pay status, If employees who are notified to come to work on emergency shutdown days do not come to work, these employees will not be

paid for the day and may not use personal leave days or earned and unused vacation days at this time.

Section 11.05 Mileage Reimbursement

The District shall pay for approved transportation required of employees in the performance of his/her duties. Employees will be reimbursed for the approved use of his/her personal vehicle at the recognized IRS rate with the employee having current liability coverage. It is understood that no employee shall be reimbursed for driving to his/her regularly assigned work place each day and driving home from the assigned work place upon conclusion of their assignments each day, and associated activities.

Section 11.06 Training and Coursework

The Board recognizes the need for employees to improve their skills. In response, the Board will under certain conditions and available finances, reimburse expenses for credit courses and noncredit training for employees who are scheduled to work at least 720 hours per year. All expenses eligible for reimbursement must be approved in advance by the Superintendent or designee.

A. Required Coursework and Training

Tuition/registration expenses for pre-approved coursework or training required for the position will be reimbursed 100%.

B. Non-required, But Germane Coursework and Training

Expenses for successful completion of pre-approved coursework or training not required, but germane to the position held, and taken during non-paid, off-duty time, will be reimbursed at 50% of:

1. Tuition cost of approved course after the application of all scholarships, grants or other monetary incentives used to pay for credit courses, with a limit of \$130.00 per semester hour, for up to twelve (12) credit hours per contract year. Books, fees or other costs are not included in this reimbursement.
and/or
2. Registration cost for non-credit training.

Section 11.07 Use of District Keys

Employees shall not have keys to facilities unless authorized by the Administration. When an employee has District keys in his/her possession, they are not to be used for entering District property in his/her off-hours without authorization from the immediate supervisor or from the Superintendent's Office.

Section 11.08 Voluntary Transfer

In the event that an employee who is scheduled to work twenty (20) hours or more a week during the regular school year is voluntarily transferred into a position in another department, the employee will have (30) days to demonstrate the ability to perform satisfactory performance in his/her new duties. If in the opinion of the department supervisor and the Superintendent or designee the employee is not able to perform adequately his/her duties, the employee will be returned to his/her previous position or a similar position and at a salary no less than the salary prescribed for the previous position.

Section 11.09 Work Clothes

At the discretion of management, specific employees may be required to wear identified work clothes and/or protective safety gear. When such a decision is made, the identified work clothes and/or protective safety gear shall be at the expense of the District. Any maintenance and cleaning of the work clothes shall be at the expense of the employee.

Work clothes and/or protective safety gear shall only be used during on duty time. Any work clothes and/or protective safety gear shall be returned to the District upon resignation, layoff or discharge.

Article XII.**ARTICLE 12 - BOARD AUTHORITY****Section 12.01** [Board Authority](#)

The Employer shall manage and direct all employees. Subject to the provision of this Agreement, the Employer shall have the right to plan, determine, direct and control operations and hours, the right to study and introduce new methods, procedures, facilities and benefits, the right to direct and control the work force, including the determination of its size and composition, the scheduling and assignment of work and also including the right to hire, assign, evaluate, demote, promote and transfer, to lay off or reduce hours of work because of lack of work, to discipline, suspend or discharge and to establish and maintain reasonable rules and regulations covering the operations of the Employer, violation of which shall be among the causes for discipline; provided, however, that these rights shall be exercised with due regard for the rights of the employees. The listing of specific rights in this Agreement is not intended to be, nor shall it be considered restrictive or a waiver of any rights of management not listed and not specifically surrendered herein and which are granted to management pursuant to the statutes of the State of Illinois and the United States, along with the decisional law by the courts.

Section 12.02 [Board - Administration - Association Meetings](#)

The Labor/Management Advisory Committee may consist of representatives from the Association, Administration, and Board of Education.

For the purpose of maintaining positive communications between the Association, Administration and Board of Education, the parties may schedule up to four (4) meetings a year to discuss recommended solutions to mutual concerns affecting the school district other than grievances. Agenda items raised by the participants are not subject to the Grievance Procedure contained in this Agreement. The final decision on all recommended solutions shall remain with the Board of Education.

The four (4) meetings shall be scheduled at a mutually agreeable time, date and location by the President of the Association and the President of the Board of Education. Any additional meetings shall be by mutual agreement between the President of the Association and the President of the Board of Education.

Article XIII.**ARTICLE 13 - NO STRIKES AND DISRUPTIONS****Section 13.01** [General Employee and Association Responsibilities](#)

During the term of this Agreement and any mutually agreed upon extension thereof, no employee covered by this Agreement, or the Association, nor any person acting on behalf of the Association shall engage in, authorize, or instigate a strike, withholding of services or refusal to render full and complete service.

Section 13.02 [Association Responsibilities](#)

It is agreed that the Association will, within one (1) week of the change of officers, serve upon the Superintendent a written notice that will list the Association's authorized officers.

Article XIV.

ARTICLE 14 - COMPENSATION

Section 14.01 [Compensation](#)

BUS DRIVER	ROUTER/DISPATCHER	MECHANIC	MAINTENANC
\$16.65	\$15.40	\$20.23	\$16.29

CUSTODIAN	ADMIN ASSISTANT	SECRETARY	PARAPROFESSIONAL
\$12.64	\$13.41	\$12.64	\$12.15

Job Coach Para	Dean Assistant Para	STUDENT ASSISTANT	COOK
\$12.15	\$12.15	\$10.62	\$10.83

COOK TEAM LEAD	LPN	NURSE	ASST REGISTRAR
Cook +stipend	\$15.27	\$21.15	\$13.41

** The initial hourly salary for a new employee with experience will be determined by Administration.

Base salary increases for current employees will be as follows:

2016-2017 Drivers & Mechanics - Current 2015-2016 hourly rate increases by 3.5% (plus applicable stipends and longevity per Sections 14.01A and 14.01C)

All Other Employees - Current 2015-2016 hourly rate increases by 4.11% (plus applicable stipends and longevity per Sections 14.01A and 14.01C)

Nurses – In addition to the above 4.11%, an additional one time increase of 4%.

Paraprofessional - In addition to the above 4.11%, an additional increase of 1.75%.

2017-2018 Current 2016-2017 hourly rate increases by 3.5% (plus applicable stipends and longevity per Sections 14.01A and 14.01C)

Paraprofessional - In addition to the above 3.5%, an additional increase of 1.00%.

2018-2019 Current 2017-2018 hourly rate increases by 3.5% (plus applicable stipends and longevity per Sections 14.01A and 14.01C)

Paraprofessional - In addition to the above 3.5%, an additional increase of 1.00%.

Section 14.01 A Longevity**Longevity Pay:** (For Service in the District based on hire date)

After the	Per Hour
5 th year	\$0.25
10 th year	\$0.50
15 th year	\$1.00
20 th year	\$1.50

Section 14.01B Supervision

Supervision	Per Hour
Score Keeping	\$14.00
Ticket Taking	\$14.00
Concert Attendance (Supervision)	\$14.00
Theatrical Performance (Supervision)	\$14.00
Athletic Events (Supervision)	\$14.00
Bus Duty (Outside Supervision)	\$14.00

Section 14.01 C Stipends

Stipends	Per Hour
Food Service Elementary Team Leaders	\$3.00
Food Service MS Team Leaders	\$3.50
Food Service HS Team Leader	\$4.00
Sanitation Certificates	\$0.50
Required State of IL trade license	\$0.50 per license
Diapering (Aides)	\$0.50
Transportation Trainer (hours devoted to training)	\$1.00
SES/SNAP Paraprofessional	\$0.50
Job Coach Paraprofessional	\$2.50

Section 14.01D PERFORMANCE PAY:

The Board of Education and HESPA agree that successful implementation of the District Strategic Plan is vital. If all elements of the Strategic Plan are addressed appropriately, then the Board feels there should be a performance bonus.

The Board will provide a one-time payment, up to .5% of the HESPA total base labor cost to be shared equally among all HESPA employees, based on attainment of measures in the Strategic Plan. Base labor costs exclude Board paid IMRF, stipends, extra duty assignments, extra days, supervision, etc.

The Strategic Plan for the District calls for the following Goals to be attained:

Goal 1- Continuously Improve Student Growth and Achievement

Goal 2- Provide safe, healthy, and nurturing environments conducive to learning and wellness.

Goal 3- Attract, support, develop, and retain the best and brightest staff.

Goal 4- Foster ownership through trusting and engaged partnerships.

Goal 5- Prioritize and allocate resources effectively and equitably while operating with increased efficiency.

The Board will determine what percentage of the overall Strategic Plan has been met in June of each year. The percentage that has been met will determine the payment to be made. For example, if the Board determines that 80% of the overall Strategic Plan has been satisfied, .80 of the .5% payment opportunity will be used. The total dollar amount will be paid in equal amounts to all HESPA members in the last payroll in June of each year as a one-time payment. The payment will be IMRF creditable but will not be added to each employee's base salary.

Section 14.02 Salary Freeze/No Wage Increase

In the event an employee is to receive an unsatisfactory evaluation, which would result in a salary freeze for the subsequent year, he/she shall receive it at least sixty (60) days prior to the end of the school year. The evaluation shall include the area(s) of deficiency and what steps the employee must take to re-mediate the deficiency (ies). If, in the opinion of the immediate supervisor and Superintendent, the affected employee corrects the listed deficiency (ies) within sixty (60) days, then a satisfactory evaluation will be filed replacing the previous evaluation, and the decision to freeze the salary in the subsequent year will be reversed.

Section 14.03 Overtime

Every claim for overtime pay must be pre-approved by the Superintendent or designee.

Pay for overtime work will be at the employee's regular rate until the total number of hours worked (regular and overtime) reaches forty (40) hours for the week. Beyond forty hours, overtime pay will be calculated at the rate of one and one-half times the individual's regular rate of pay.

Article XV.

ARTICLE 15 EFFECT AND DURATION OF AGREEMENT

Section 15.01 Period Covered

This Agreement shall become effective on July 1, 2016 and shall continue in full force and effect through June 30, 2019.

Section 15.02 Conformity to Law

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 15.03 Content of Agreement

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and the Association. Both parties acknowledge that during the negotiations, which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals upon the other party. All understandings and agreements arrived at after the exercise of this right and opportunities are set forth in 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. Subject matters not referred to in this

Agreement shall not be considered s part of the Agreement and remain exclusive Board prerogatives.

Section 15.04 Changes

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a ratified written agreement.

Section 15.05 Previous Agreements

It is agreed that this Agreement contains the full and complete content between the Board and the Association on all issues bargained during negotiations for this Agreement. All prior agreements, including any written and/or verbal commitments, on any issue are void and of no force and effect.

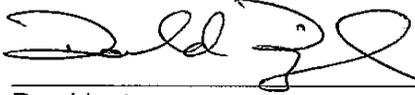
Section 15.06 Negotiations of Succeeding Agreement

If, in negotiating a new or modified or amended collective bargaining agreement to become effective on or after the expiration of the Agreement or of succeeding agreements, an impasse should occur between the parties, it is agreed that they will invoke the procedure of mediation in an attempt to resolve the impasse, and that the provisions of Article 13 (No Strike and Disruptions) hereof shall be applicable. The mediator shall be selected promptly and, if the parties cannot agree upon a mutually acceptable mediator, they shall request the Federal Mediation and Conciliation Services to assign a mediator from its staff to aid them. The mediator, shall immediately after his/her selection or designation, attempt to obtain a fair and speedy resolution to the impasse. He/she shall consider all aspects of the matters in disagreement and may provide both procedural and substantive suggestions, and suggested alternatives to the parties. Any suggestions of the mediator shall be advisory only, shall be given in confidence and shall be kept confidential by the parties. The fees and expenses of the mediator, if any, shall be borne equally by the Board and the Association. No other joint expenses shall be incurred except by mutual agreement of the parties.

This Agreement is signed this 16 day of June, 2016.

FOR THE BOARD:

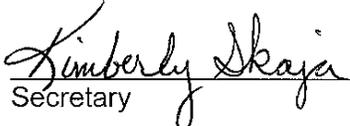
FOR THE ASSOCIATION:



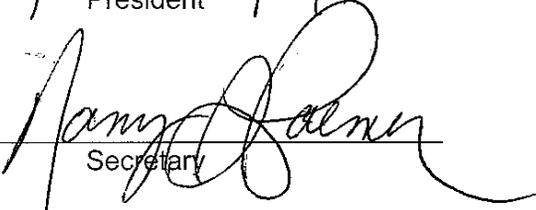
President



President



Secretary



Secretary

Effective: This document begins on July 1, 2016 **Expiration:** This document expires on June 30, 2019