



# **Contract**

between

**Hinsdale Educational Support Staff  
(HESS)**

and

**Community Consolidated District 181**

2022-2026

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# **AGREEMENT BETWEEN THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181 AND HINSDALE EDUCATIONAL SUPPORT STAFF, IEA-NEA**

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## **ARTICLE 1 RECOGNITION**

### **1.1 Recognition**

The Board of Education and Community Consolidated School District No. 181, DuPage and Cook Counties, Illinois (hereinafter referred to as the Board or the Employer), and the Hinsdale Educational Support Staff, affiliated with IEA/NEA (hereinafter referred to as the Association), are the parties to this contract. The Board recognizes the Association as the exclusive and sole negotiation representative for all regular full-time and part-time non-certified (classified) staff, excluding the following:

- Administrative Assistant to the Superintendent,
- 
- Administrative Assistant to the Assistant Superintendent of Human Resources,
- Human Resources Assistant,
- Benefits Coordinator/Registrar,
- Payroll Coordinator,
- Business Financial Analyst,
- Accountant/Payroll Supervisor,
- Buildings and Grounds Coordinator,
- District Technology Specialists,
- Student Information Specialist,
- All seasonal, temporary positions, and
- All supervisory, managerial and confidential employees as defined under the Illinois Educational Labor Relations Act.

### **1.2 Direct Dealing**

The Board or any of its agents or representatives shall not bypass the Association and deal directly with any Association member on matters set forth in this Contract and/or matters that are properly the subject of negotiation.

## **ARTICLE 2 GRIEVANCE PROCEDURE**

### **2.1 Purpose**

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise under the provisions of this Contract. Both parties agree that grievance proceedings will be kept as confidential as possible.

### **2.2 Definitions**

A grievance shall be any claim by an Employee(s) or the Association that there has been an alleged violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement. Time limits are days when the District Office is officially open for business.

### **2.3 Time Limits**

In the event an employee or the Association believes there has been a violation by the Board or administration of this Contract directly affecting such employees or the Association, such grievant(s) shall initiate the procedure herein outlined within 45 calendar days following the alleged violation or when the employee or the Association knew or reasonably should have known of the violation. All other time limits are school days during the school term, except during summer recess when days are those on which the District office is open to the public for business. Time limits may be extended by mutual agreement in writing.

### **2.4 Procedural Steps**

#### **A. Informal Procedure**

A sincere attempt shall be made to resolve the grievance in informal discussion between the grievant(s) and the immediate supervisor. The grievant(s) may request Association representation throughout the grievance procedure. This does not limit the right to include others who could contribute to the resolution of the grievance.

#### **B. Formal Procedure**

##### **1. Step One**

If the grievance cannot be resolved informally, the grievant(s) shall present a grievance in writing to the immediate supervisor. The written grievance shall

state the reason for the grievance, shall note the specific clause or clauses of the Contract allegedly violated and shall state the remedy requested. The filing of the formal written grievance at this step must be within fourteen (14) days from the date of the last informal meeting date. The supervisor shall reply in writing to the grievance within seven (7) days after the written presentation of the grievance. Such reply shall include the reasons upon which the decision was based and shall be communicated in writing to the grievant(s), the Association Grievance Chair and the Superintendent.

## 2. Step Two

In the event a grievance has not been resolved at Step One, the grievant(s) shall file within seven (7) days of the immediate supervisor's written decision or answer at Step One a copy of the grievance with the Superintendent. Within ten (10) days after such grievance is filed, the grievant(s) and representative(s) of the aggrieved, if desired, the immediate supervisor and the Superintendent shall meet to resolve the grievance. The Superintendent shall file an answer with reasons within seven (7) days of the Step Two grievance meeting and communicate it in writing to the grievant(s), the Association Grievance Chair and the immediate supervisor.

## 3. Step Three

If the grievant(s) is not satisfied with the decision reached in Step Two, the decision may be appealed within a period of ten (10) days from completion of Step Two to the Board of Education. Such an appeal shall be considered in executive session at the next regular Board meeting that occurs at least five (5) days after receipt of the appeal by the Secretary of the Board. Notification will be sent to all parties previously involved and to all members of the Board of Education.

The Board of Education, on or before the next regular meeting of the Board of Education following consideration of the appeal, will provide a decision with reasons that will be communicated in writing to all parties involved.

## 4. Step Four

If the action at Step Three fails to resolve the grievance to the satisfaction of the grievant(s), the Association may file notice with the Board of Education within thirty (30) days from the receipt of the step three answer of its intent to submit the grievance to arbitration. Arbitration shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on selection of an impartial arbitrator, the Federal Mediation and Conciliation Service, the American Arbitration Association or any other agreed-upon source of lists of

arbitrators who have the requisite interest, skill and knowledge to serve as neutrals in employment disputes will be requested to provide a panel of arbitrators. Arbitration proceedings shall begin as soon as possible after selection of the arbitrator. The arbitrator shall not amend, modify, ignore or add to the provisions of this Contract. The arbitrator's authority shall be strictly limited to deciding only the issues presented in the written grievance and their decision must be based solely upon their interpretation of the meaning or application of the express provisions of the Contract. The arbitrator's decision shall be final and binding upon the parties.

Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator will be shared equally by the parties. Should either party request a transcript of the proceedings, then that party will bear the full cost for that transcript. Should both parties request a transcript, the costs of the court reporter and the transcripts will be divided equally between the parties.

## **2.5 Other Provisions**

- A. By mutual agreement any step of the grievance procedure may be bypassed.
- B. Nothing in this Contract shall be construed to prevent any Employee(s) from presenting and processing a grievance and having it adjusted without intervention or representation by the Association if the adjustment is consistent with the terms of this Contract, except that no grievance may be submitted to arbitration without the consent of, and representation by, the Association.
- C. Any grievance concerning administrative action above the building level or involving more than one building shall be submitted to the appropriate administrator. The steps outlined in Paragraph 2.4 would be initiated at that level through the final step of arbitration.
- D. No reprisals shall be taken by the Employer against any Employee because of the Employee's participation in a grievance. All records related to a grievance shall be filed separately from the personnel files of the participants.
- E. The grievant's failure to timely appeal at any step of the grievance procedure shall be deemed a waiver of the grievance. If the Employer fails to issue a timely written decision at any step of the grievance process, the grievance may be advanced to the next step.
- F. A grievance may be withdrawn at any level without prejudice or establishing precedent. By mutual agreement of the Association and the Employer, a grievance may be settled at any step with or without prejudice or precedent.



G. If any grievance or arbitration meetings required by this Article shall be held during the Employee work day, the grievant(s), necessary witness(es) and Association representative(s) shall suffer no loss of salary. Meetings will be scheduled to disrupt the work day as little as possible.

## **ARTICLE 3 EMPLOYEE RIGHTS**

### **3.1 Non-Discrimination**

Both parties agree that they shall not discriminate on any basis that is currently protected by applicable law. Community Consolidated School District 181 provides equal employment opportunities to all individuals.

### **3.2 Just Cause**

Non-probationary employees will not be disciplined or discharged without just cause. Both parties agree that no grievance will be presented at the verbal progressive discipline level and only suspensions or discharges of non-probationary employees will be subject to arbitration.

The employee shall be advised of any substantive complaint made against him/her by a parent, teacher, or student as soon as practical, but no later than three (3) working days after receipt of such complaint.

### **3.3 Investigatory Interview**

When an employee is required to appear before an Administrator and the investigation could lead to disciplinary action, the employee shall be advised of the reasons for the meeting not less than twenty-four (24) hours before the required appearance. The employee is entitled to have representation by an Association representative during the interview.

### **3.4 Progressive Discipline**

In most instances of misconduct, discipline will progress as follows:

- Step One: An oral reprimand or warning.
- Step Two: A written reprimand or warning.
- Step Three: Suspension with or without pay.
- Step Four: Dismissal.

The HESS President shall be notified of any misconduct prior to the investigatory interview of Step 2.

After the investigatory interview, if an administrator chooses to issue a formal discipline as outlined above, the employee will be given a copy of the formal discipline as soon as is practicable, and prior to the document being placed in the employee's personnel file.

In some cases, a more severe form of discipline, including dismissal or a combination of disciplinary actions, may initially result if the misconduct is serious. Employees who are suspected of serious disciplinary infractions that may lead to discharge may be suspended with pay while the District investigates the allegations. Employees who are charged with crimes may be suspended without pay pending resolution of the criminal proceedings against them.

For the purpose of pursuing the final step of this progressive discipline provision (Step 4, Dismissal), the District may rely on:

- Incidents that resulted in a Step 1 and/or Step 2 consequence that occurred within fifteen (15) months prior to the date of the infraction that caused the recommendation for dismissal;
- Incidents that resulted in a Step 3 consequence, regardless of when they took place

### **3.5 Professional Development**

The District Office administration and HESS leadership will work together to identify and plan professional development opportunities that are aligned to the needs of the staff and goals of the district. The dates of these professional development opportunities will be communicated to the HESS leadership by June 1<sup>st</sup> of each year, and to HESS membership by the last day of student attendance, regardless of whether the topics for these days have been determined. Attendance at these training sessions will be mandatory for the targeted groups, and attendees will be compensated at their hourly rate of pay.

Additional unpaid opportunities may be provided throughout the year as the need arises where attendance is optional.

### **3.6 Health Office and Administration of Medication**

If a nurse or parent is unavailable to administer medication to a student, such medication shall be administered by an administrator. When no nurse is present in the Health Office, the building administrator shall be primarily responsible for taking action in the event of student illnesses or injuries. However, if the building administrator is not readily available, employees should take appropriate action to provide emergency assistance to students.

### **3.7 Pay for Extra-Curricular Activity Supervision and Substitute Teaching**

Employees who have a valid Illinois Professional Educator License (PEL) or Substitute Teacher License and serve as a substitute teacher will receive either their regular pay or the substitute teacher pay, whichever is higher.

Employees who supervise extra-curricular activities or serve as a coach/facilitator for a sport or club shall receive the rate of pay specified in the HCHTA Bargaining Agreement for such work. In compliance with the HCHTA Contract Article V, Section 5.4, certified teachers shall be offered extra duty positions first; however, if no qualified teacher applies for or accepts a position within the time limit stated on the notice, the District is free to hire a qualified person outside the HCHTA bargaining unit. Applicants for the vacancy shall be sought. The District shall consider each applicant's qualifications. If District administration determines that applicants are equally qualified based on skill, ability and other qualifications, HESS employees shall be offered the position over any other outside applicants. Assuming satisfactory service, the person holding the position will retain the position for the duration of the season or for the school term.

All HESS employees who accompany students on overnight trips shall be paid their regular hourly rate up to forty (40) hours for the week. All time beyond those 40 hours that the employee is required to directly supervise a student shall be paid at one and one half times the employee's hourly rate.

## **ARTICLE 4 ASSOCIATION RIGHTS**

### **4.1 Board Meetings-Notification**

The Executive Board of the Association shall be provided with the Board of Education meeting agenda and administrative access to the supporting non-confidential documents in BoardDocs.

### **4.2 Board Minutes-Association Copies**

Copies of Board minutes to be submitted for approval at regular Board of Education meetings and copies of approved minutes shall be distributed to the Executive Board of the Association at the same time they are distributed to Board members.

### **4.3 New Employees**

Names, addresses, building assignments, job titles, and work hours of new Association (HESS) employees shall be provided to the HESS Executive Board members and the Association's Membership Chair within seven (7) work days after first day of employment.

### **4.4 Association Leave**

A leave of twenty (20) days, not more than five (5) days per Association member, will be granted yearly to the Association for the purpose of conducting Association business. The Association shall reimburse the District for the cost of the substitute. A maximum of five (5) unused Association days will accrue and can be used in succeeding years. At any point in time, the balance of association leave days may not exceed 25 days.

The Board shall provide a maximum of four (4) additional days of release time per school year to be used by either the Association president or a member of the Negotiations Committee if requested. The Association shall assume the cost of any substitute.

In years when contract negotiations occur, the Superintendent (or his/her designee) at the request of the Association president may grant additional Association leave days. The Association shall assume the cost of any substitute.

### **4.5 Bulletin Board**

The District shall provide the Association with designated space on a bulletin board in each building upon which the Association may post notices of its meetings and other Association activities, provided such notices are of a non-political and non-inflammatory nature. The Association will limit the posting of Association notices to such bulletin board.

### **4.6 Dues Deduction**

Upon receipt of an employee executed dues deduction authorization form, the District shall deduct the amount of Association dues set forth in such form and any authorized increase therein, from the wages of the employee and shall pay such fee to the Association no later than ten (10) work days following deduction.

The Association shall file notice in the Business Office of the School District as to the amount of dues payable by each employee, in writing, at least thirty (30) days prior to its effective date. The Association further agrees that it will not submit written notification of a change in the amount of the regular dues to be deducted more than once within any twelve (12) month period of time. Authorization shall remain effective from year to year unless the Employee cancels such authorization in writing to the Association and

the Superintendent prior to July 1 effective for that school year. All applications and/or revocations shall be processed by the Association.

## **4.7 Religious Exemptions**

The parties expressly recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided for in Section XI of the Illinois Education Labor Relations Act.

### **4.7.1 Hold Harmless Provision**

In the event of any legal action against the Board 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:

The Board notifies the Association promptly in writing and permits the Association to intervene as a party if it so desires.

The Board 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 trial and all appellate levels.

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 including damages and costs that shall arise out of or by reason of action taken by the Board for the purposes 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. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability that may arise as a result of willful misconduct by the Board.

## **4.8 Printing of Agreement**

The cost of printing the contract will be shared equally by the parties.

## **4.9 Use of Facilities**

The Association may use available District facilities for meetings upon reasonable advance notice to the principal of the building.

## **4.10 Announcements**

Announcements of non-political Association business not directly impacting students may be read over the intercom system in buildings in which multiple bargaining unit

members are employed if such building possesses an intercom system. Such announcements shall be made before or after regular student attendance hours.

#### **4.11 Equipment**

The Association may use available District equipment including telephones, computers, District's internal mail and email systems, duplicating and binding equipment with the permission of a District administrator. Within their work day, employees may use such equipment only during their break or lunch periods. Use of equipment is subject to the District's technology policies, procedures and rules and to any applicable law such as prohibitions on political activity.

#### **4.12 Association Meetings with Administration**

The Association and District Office administration will hold monthly meetings during the school year. The purpose of the meetings will be to facilitate communication between administration and the Association and to discuss issues. Agendas will be developed jointly between the parties.

#### **4.13 Insurance Committee**

- A. The Board and the Association agree to form a committee on insurance that will include up to five (5) faculty members chosen by HCHTA, up to eight (8) Board members and/or administrators chosen by the Board, and up to three (3) members of HESS chosen by the Association. The Benefits Coordinator will be present at the meeting to address questions, and a Recorder may also be present at the meetings. The Benefits Coordinator and Recorder shall not be voting members.
- B. So long as the health plan is provided on a self-insured basis, the Board shall establish a separate insurance account into which all revenue to the health plan shall be deposited, and out of which all claims and administrative expenses will be paid. The Board will deposit its share and the employees' share, to total 100%, of the monthly premiums on a regular basis, regardless of the funding level of the self-insured program.
- C. The District shall provide the Committee and the Association president with documents, records, and information relating to and summarizing the aggregate deposits, claims, and pay-outs, as prepared by the District and as provided by its self-insurance administrator.
- D. Each self-funded insurance plan year, a highly regarded independent insurance consultant shall be selected by the entire Insurance Committee to independently

recommend the premiums for the next plan year.

The independent consultant selected by the Insurance Committee shall be provided all requested data by the Board and consider the following factors, as well as such other factors as are customarily used in the insurance industry, in making the recommendation:

- Maintenance of a reserve fund in an amount between 18% and 25% of expected claims and apportioned fixed costs
- Full funding of the insurance account by a deposit of all employee share premiums and the Board will contribute all of its share of premium payments
- Retention in the insurance account of all funds remaining from the previous plan year

The independent consultant shall submit the premium recommendation and data to the Committee no less than sixty (60) days before the end of the plan year. The independent consultant's recommendation shall be presented to the Insurance Committee in a written report which includes the data and a detailed explanation of the process and factors used to determine the premiums. The Association, HCHTA, or the Board may submit to the Insurance Committee a response to the independent consultant's report and recommendations, at the submitting party's expense. The response shall be submitted within ten (10) days of the Committee's receipt of the independent consultant's recommendation. Not later than thirty (30) days before the end of the current insurance plan year, the Insurance Committee shall submit its premium recommendations to the Board.

- E. The Insurance Committee shall also review, assess, and make recommendations regarding insurance benefits, including such benefits as may have to be included or modified so as to comply with any changes in state and federal law regarding mandatory coverage, such as for same sex domestic partners. If the Board or the Association desires to change the insurance plan year, to change to an insurance carrier or an insurance pool, or to change its current self-insurance administrator, the Board or the Association shall promptly notify the Committee.

The Committee shall promptly convene and make a recommendation to the Board, the Association and HCHTA for negotiations only regarding any such change. Any recommended changes shall be considered by the Insurance Committee to the Board, the Association and HCHTA by June 1st before the January 1st plan year that the parties intend the change to take effect if approved by the parties. A primary goal of the Committee shall be to maintain an excellent plan at a reasonable cost to the Board and the employees participating in the plan. In performing the tasks described in this paragraph, the Committee may utilize the services of the consultant described and selected under Part D above.

- F. All insurance plans will be reviewed and considered by the Insurance Committee annually and a recommendation made to the Board by October 1 if

the plan year begins January 1st or by May 15th if the plan year begins July 1st. In the event the Board's decision is to terminate a medical plan, those members affected by the termination will be given the choice to enroll in any currently offered medical plan.

- G. It is the goal of the Committee to make all of its decisions and recommendations on a consensus basis by which all members are able to acknowledge the reasonableness of the decision and/or recommendation. In order to operate on a consensus basis, regular attendance of all members is of the highest importance. If consensus cannot be reached on premium recommendations, those in favor of, and those opposed to, approval may submit separate reports and recommendations to the Board.
- H. The final decision on all recommendations and reports from the Committee regarding premiums rests with the Board. If the Board does not accept the recommendations of the Committee, the Board shall promptly inform the Committee, in writing, of its premium decision and the reasons for its decision. Recommendations on changes covered by Part E above will be subject to negotiations between the Board, the Association, and HCHTA; if no agreement is reached on such changes, the existing plan shall remain in place during the term of this Contract, except for those changes required by law.

## **ARTICLE 5 MANAGEMENT RIGHTS**

Except as limited by the written provisions of this Agreement, the District retains all traditional rights to manage and direct the affairs of the District in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the District; to determine the methods, means, organization and number of personnel by which such operations and services shall be conducted; to supervise and direct the work force; to transfer employees between school buildings; to hire and establish the qualifications for employment; to establish work and productivity standards and from time-to-time to change those standards; to assign overtime; to make, alter and enforce rules, regulations, policies and procedures; to evaluate employees; to require the physical and mental fitness of employees; to discipline employees; to suspend employees without pay and discharge employees with just cause; to establish and change work schedules and set hours of work; to establish, eliminate or change classifications; to assign, promote or demote employees; to lay off employees because of lack of work or other reasons; to change or eliminate existing methods, equipment or facilities or introduce new ones; to assign work to outside contractors; to determine training needs and assign employees to training; and to take any and all actions as may be necessary to carry out the mission of the District.



## **ARTICLE 6 CALENDAR – WORKLOAD**

In the event there are more than 3 emergency days not waived by the State, the grading day will be eliminated in that year, and the number of pupil/teacher days may be reduced to a minimum of 177 days. The first and last day of school will be scheduled to meet the minimum Illinois School Code requirements to be counted as days of attendance.

### **6.1 Work Day, Work Week and Work Year**

“Full-time” or “1.0 FTE” for each position is defined as working five (5) days per week for the number of hours listed in Appendix B. Working fewer than five (5) days per week or for fewer hours per day than is listed below for each position will be considered “part-time.”

#### **6.1.1 Changes to Work Day, Work Week, and/or Work Year**

Should it be necessary in the interest of efficient operations, to establish daily or weekly work schedules different from what is defined in Appendix B, notice of such change shall be given to the Association and the employee as far in advance as reasonably possible. The final right to determine daily and weekly work schedules rests with the District. Any changes in the length of the work day, week or year must be negotiated with the Association.

#### **6.1.2 Occasional Extended Work Day**

Any time an employee is required by an administrator to work 10 minutes or more above his/her daily work hours, that employee shall be paid for such time at his/her negotiated hourly rate, until such hours exceed forty (40) hours in a week, which will then be paid at one and one-half times his/her hourly rate. Such time must be submitted on an electronic or paper district time sheet.

If an employee attends a field trip and does not receive a duty free lunch, he/she will submit a time sheet to their immediate supervisor to be compensated for an additional 30 minutes.

#### **6.1.3 Flex Hours**

In the event they are needed, flex hours are allocated by the District for various positions such as Administrative Assistants, Nurses, and Help Desk Technicians. Use of flex hours must be for a specific purpose and must be pre-approved by the appropriate administrator. Completed tasks should be documented and submitted to the appropriate administrator prior to payment. Flex hours are intended for work performed beyond regular work hours.

#### **6.1.4 Position Classification and Schedules for Instructional Assistants**

Two (2) weeks prior to the first day of student attendance, all Instructional Assistants shall be informed of their position classification (MRC, Enrollment, Special Education; Specialized or ECE; or Special Program) and building assignments in writing for the upcoming school year. No later than September 30, all Instructional Assistants shall be provided with a schedule specifying starting and ending times and including lunch and break times.

The position classification and building assignment of an Instructional Assistant may be changed by the administration if needed to meet the needs of our students. Any such change must comply with the guidelines in Article 15.2 of this Agreement, which governs involuntary transfers. In addition, if an Instructional Assistant's classification is being changed from "MRC, Enrollment, Resource Special Education" to "Specialized and ECE" or "Specialized Program," a meeting will take place between the Instructional Assistant, Pupil Service Administrator, and Resource Teacher prior to the Instructional Assistant beginning the new job. The purpose of this meeting is to present the Instructional Assistant with information such as the student's goals, individualized behavior plan, unique needs, provided services, and any other information that is relevant to helping the student and Instructional Assistant be successful.

Employees who work less than 12 months shall receive notice of their pay rate, hours and work calendar at least two (2) weeks prior to the start of the school year.

Twelve month employees shall receive notice of their pay rate, hours and work calendar by July 1.

#### **6.1.5 Instructional Assistant Classification**

- 1. MRC, Enrollment, Resource Special Education**
- 2. Specialized and ECE**
  - a. Student needs regular assistance feeding themselves or using the bathroom,
  - b. Student has a Behavioral Intervention Plan as part of their IEP or 504 Plan due to aggressive behavior; or
  - c. Student is enrolled in the ECE program
- 3. Special Program**
  - a. Student is enrolled in the Rise or Foundations 1 Program

When a new Behavioral Intervention Plan is put into place, the Specialized Instructional Assistant rate of pay will be paid retroactively, beginning with the date the Functional Behavior Analysis was started

Any reassignment of an Instructional Assistant, temporarily or permanently, will result in an Instructional Assistant's wage being adjusted for that assignment. The

increase/decrease will be calculated based on the net difference between the two classification rates of pay. Employees should submit increased wages on a district provided time sheet as additional hours worked. The Assistant Superintendent of Human Resources will notify Payroll regarding decreased wages.

*Example: If a Special Ed IA is reassigned to a Specialized IA position, the IA would receive an increase of \$2.79 per hour (the net difference between the two classification rates of pay). Likewise, if a Specialized IA is reassigned to a Special Ed position, the IA would receive a decrease of \$2.79 per hour.*

MRC/Enrollment/Resource IA ⇒ Specialized IA (+ Increase in hourly wage)  
MRC/Enrollment/Resource IA ⇒ Special Program (+ Increase in hourly wage)

Specialized IA ⇒ Special Program (+ Increase in hourly wage)  
Specialized IA ⇒ MRC/Enrollment/Resource IA (⇓ decrease in hourly wage)

Rise and Foundations 1 IA ⇒ Specialized IA (⇓ decrease in hourly wage)  
Rise and Foundations 1 IA ⇒ MRC/Enrollment/Resource IA (⇓ decrease in hourly wage)

## **6.2 Temporary Full-Time Employees**

Any employee hired on a full-time temporary basis, except seasonal help and employees filling in for an employee on leave, will be placed on regular status after working seventy-five (75) of eighty-five (85) working days of employment. Upon recognition into the Association, the employee shall begin their seventy-five (75) day probationary period.

### **6.2.1 Seasonal Employees**

Association members shall have rights of first refusal for temporary seasonal employment opportunities for which they are qualified. Association members hired for such positions shall earn their hourly rate of pay for work that aligns with their position.

## **6.3 Break and Meal Periods**

Employees shall be provided with breaks and meal periods according to the Table in Appendix B.

Employees will have their breaks scheduled by the employee's immediate supervisor. Except in cases of emergency, breaks will not be scheduled for the first or last hour of the employee's work day. Employees eligible for two breaks will take one break during

the first half of the work day and one break during the second half of the work day as efficient operations permit. Breaks may be tied to the employee's unpaid meal period only with the supervisor's advance approval. Breaks shall take place at the site where the employee is working. Employees in positions of service directly to students will not be allowed to change a student's instructional schedule to accommodate break time.

Unpaid meal periods are to be taken as near the middle of the work day as efficient operations permit. The 30-minute unpaid meal period includes any travel time if the employee leaves the work site. If an employee volunteers to work as a lunchroom supervisor during his/her 30-minute unpaid meal period, that employee will be compensated for that time at the current lunchroom supervisor's rate. The 30-minute unpaid meal period for employees in positions of service directly to students may need to be scheduled before or after the students' approved lunchtime.

## **6.4 Time Cards**

Employees are not to "punch out" by swiping their employee identification cards before the end of their shift unless authorized by their immediate supervisor or his/her designee. Under no circumstance is an employee ever allowed to punch in or out for another employee.

## **6.5 Overtime**

Overtime is time worked in excess of 40 hours in a single workweek. Overtime pay is based on actual hours worked. For the purposes of computing overtime, the work week shall begin at 12:01 AM on Monday and end at 12:00 midnight on Sunday. Work performed by an employee after forty (40) hours shall be paid at the rate of one and one-half (1-1/2) times his/her regular rate of pay. Vacation, personal and sick days shall not be considered hours worked for purposes of determining overtime; district holidays shall be considered days worked for the purpose of paying overtime over forty hours in the week. Overtime may be required as necessary as determined by the District.

Employees working overtime will be entitled to an additional fifteen (15) minute paid relief time break for every four (4) hours worked.

The employee's immediate supervisor, or his/her designee, must pre-approve all overtime. All overtime hours must be reported on the employee's time card/sheet.

Any full-time employee who must report to work for a building emergency on a Sunday or a District holiday shall be paid two (2) times their regular rate of pay for a minimum of three hours. This provision excludes any pre-scheduled Sunday or Holiday work.

## **6.6 Emergency Call Back To Work**

An employee who has completed his/her regular shift and left the District premises and who is subsequently called back to work for an emergency (work assignments scheduled in advance are not considered emergencies) outside of his/her regularly scheduled hours shall be guaranteed two (2) hours of work. The employee's immediate supervisor or his/her designee will determine the duties to be completed during the two (2) hour time period.

An employee who is required to carry a District phone for emergency and building alarm notification shall receive four (4) hours of additional compensation paid at a rate of one and one-half (1-1/2) times their regular rate during the week in which the phone was assigned to them.

## **6.7 eLearning/Remote Learning Days**

Expectations of HESS employees during eLearning/Remote Learning Days shall be communicated by their building administrator. All employees shall be required to work on an eLearning/Remote Learning Day or have the opportunity to make up the time.

# **ARTICLE 7 WORKING CONDITIONS**

## **7.1 Safety**

- A. Employees shall report any safety concerns to their supervisor and the Association President.
- B. The Association shall designate three members to serve on the District Safety and Crisis Committee.
- C. An employee should report an incident concerning an injury or perceived unsafe working environment due to a student's aggressive behavior to their supervisor within one (1) workday of the occurrence. The supervisor shall meet with the staff member to review the incident and if necessary, establish a plan of action within five (5) working days of the report. In the event the building administrator does not meet with the employee within five (5) working days, the employee should contact the Assistant Superintendent of Human Resources or the Association leadership.

Any employee experiencing an injury caused by the direct action of a student will not suffer a reduction of sick leave days if absent because of said injury.

- D. The District shall provide each employee with a place to store personal belongings.
- E. No employee shall be required to work alone on a rooftop, pipe tunnels and/or any other inaccessible workspaces.
- F. The District shall replace personal items that are broken or damaged while at work if:
  - 1. The personal item is necessary for the employee to complete the essential functions of his/her job. For example: prescription glasses, hearing aids, etc. Items not considered essential would include cell phones, jewelry, personal electronics, etc.
  - 2. The personal item was broken or damaged due to the action of a student or another staff member.
  - 3. The incident is reported to the employee's direct supervisor or the Assistant Superintendent of Human Resources within one (1) workday of the incident.
  - 4. The employee is not at fault for the broken or damaged item. The replacement item shall be comparable in price, features and function
- G. Maintenance and custodial employees who are assigned to work outdoors on a regular basis shall be provided with an insulated jacket, insulated coveralls, boots, gloves and hats upon hire. The items will be replaced on a three year rotation.

## **7.2 Indemnity**

Any case of legal action against an employee resulting from an incident that occurred while the employee was engaged in the performance of required duties for the District shall be promptly reported to the Superintendent. The Board will indemnify and protect all employees from damage claims and suits, including defense thereof, as outlined in Section 5/10-20.20 of the Illinois School Code, 105 ILCS 5.10-20.20.

## **ARTICLE 8 EMERGENCY SCHOOL CLOSING**

If custodial and maintenance employees are required to report to work on a day when the District is closed due to severe weather or mechanical or utility failures, they shall be paid at one and a half (1.5) times their regular rate for such day of work. The District is considered "closed" when the superintendent does not require 12 month employees to report to work.

# ARTICLE 9 LEAVE

## 9.1 Sick Leave

Employees shall receive sick days according to the following table:

Employee Category	From the beginning of year 1 through the end of year 10	From the beginning of year 11 through the end of year 15	From the beginning of year 16
260 Day Employees	14 days	16 days	20 days
205-216 Day Employees	13 days	15 days	19 days
185-196 Day Employees	12 days	14 days	18 days
Part-time Employees (over 600)	Per school code		

No limits shall be placed on the number of accumulated sick days. Sick day allocation will be prorated for those employees who start after the beginning of the year.

### 9.1.1 Sick Leave Day Donation

In case of prolonged or exceptional cases of absence due to catastrophic illness, the Board, at its discretion, may allow the voluntary donation of sick leave days by other employees to be credited to the absent employee up to a maximum of sixty (60) total days. To qualify for such donation, an absent employee must first exhaust all available paid leave and vacation days. The Association will first report the request for additional sick leave time to the Assistant Superintendent for Human Resources. Once the request is approved by the Board, the Association will coordinate the request for donations. Of the sixty total days a member may receive, no more than six (6) of them may come from an individual member. Donated days will be collected using the form provided by the administration.

## 9.2 Family and Medical Leave

The Board shall, at least annually, inform HESS employees of their leave rights and obligations under the federal Family and Medical Leave Act (FMLA). To be eligible for an FMLA leave, a HESS employee must have been employed by the District for at least twelve (12) months and have worked at least one thousand (1000) hours in the previous 12-month period. The HESS employee must use available accrued sick and personal business days during an FMLA leave; provided, however, that sick leave will be applied only when the HESS employee is actually sick or otherwise meets the ordinary

requirements for sick leave use as listed below. Leave may be taken intermittently or as part of a reduced work schedule as is medically necessary. Summer, winter, and spring breaks are not included in calculating the twelve (12) weeks.

FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
  - the birth of a child and to care for the newborn child within one year of birth;
  - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - to care for the employee’s spouse, child, or parent who has a serious health condition;
  - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
  - any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on “covered active duty;” **or**
- Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

During any period that an eligible HESS employee takes leave under FMLA, the employer must maintain coverage under any “Group” health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.

### 9.3 Personal Leave

Association members shall be granted personal leave annually as follows:

Position	Annual Personal Business Leave Allocation
Full-time Twelve-Month Employees	3
Full-time Administrative Assistants	3
Full-time Middle School Nurses	3



Full-time Elementary Nurses*	2
Full-time Instructional Assistants*	2
Full-time Help Desk Technicians	3
Part-time Employees, 600 Hours or More**	2
Part-time Employees, Under 600 Hours	0

\*All nurses and instructional assistants with 5+ years of service receive 3 personal days.

\*\*Employees who work more than 600 hours will receive up to 2 personal days prorated based on their FTE. Employees who work more than 600 hours and with 5+ years of service will receive 3 personal days prorated based on their FTE.

Unused personal leave days may accrue as sick days. Personal day allocation will be prorated for those employees who start after the beginning of the year.

### **9.3.1 Bereavement Leave**

Each Association member shall be given up to three (3) days without loss of pay for the death of an immediate family member or close personal friend. Such days shall not be deducted from that member's accumulated sick leave. If an Association member needs additional days due to extenuating circumstances, the member may submit a request to his/her building principal. Any additional days may be granted by the sole discretion of the administration and will be deducted from the member's accumulated sick leave.

### **9.4 Jury Service**

Any employee called for jury service shall notify his/her immediate supervisor as soon as possible upon receiving notification of jury duty. Employees will receive regular pay during jury service.

## **ARTICLE 10 PERSONNEL FILE**

The employee's personnel file shall contain minimally all formal and informal evaluations and any other materials relating to the continued employment of the employee. Materials related to an employee's employment status or discipline may not be placed in the employee's personnel file without notifying the employee of such action.

Each Employee shall have the right, in the presence of a representative of the administration, to review the contents of his/her personnel file (except pre-employment reference information supplied by former employers or other sources) as maintained in the Central Office. A representative of the Association may accompany the employee in such review. The Employee may request copies of any items (except pre-employment

reference information supplied by former employers or other sources) in his/her file. The employee may also authorize a representative of the Association to view his/her files and copy the items that the employee is entitled to copy.

The employee may receive a copy of any item added to his/her file. Each employee shall have the opportunity to respond in writing to any item in his/her file and shall have the response attached thereto.

## **ARTICLE 11 EMPLOYEE EVALUATION**

### **11.1 Non-Probationary Employee Evaluation**

- A. By the end of the first week of student attendance, the evaluation tool shall be shared with the employee.
- B. By September 30, the employee's evaluator shall meet with the employee to review the evaluation tool and process. No evaluation shall be conducted prior to the review of the evaluation tool and process.
- C. The employee shall be evaluated not less than once during each employment year.
- D. For non-probationary employees, the evaluator will provide the employee with mid-year feedback on his/her performance by the end of January. If there are no significant performance concerns, this feedback may be provided in the form of an email. If there are performance concerns, the evaluator should meet with the employee to communicate the performance concerns and expectations in writing. If performance concerns arise between the mid-year feedback and the final evaluation, the evaluator will communicate those concerns to the employee in a timely fashion.
- E. The evaluation process shall include at least one formal, prearranged direct observation as well as at least one informal observation.
- F. The evaluation process shall be a professional growth opportunity for the employee that indicates areas of strengths and challenges and shall result in a rating of Excellent, Proficient, Needs Improvement or Unsatisfactory.
- G. No employee shall receive a rating of Needs Improvement or Unsatisfactory without having received prior notification of any deficiencies including steps to remedy throughout the year. The employee shall be provided with a minimum of four (4) weeks to show improvement.
- H. If the evaluator deems the employee's performance to be irremediable, the evaluator shall recommend termination of employment to the appropriate District administrator.

### **11.1.2 Probationary Employee Evaluations**

- A. Within ten (10) work days after the Employee's start date, the evaluation tool shall be shared with the employee.
- B. A probationary employee shall be evaluated by their supervisor at least once during their seventy-five (75) work day probationary period.
- C. The evaluation process shall include at least one prearranged direct observation of the employee as well as other reliable information about the employee's work performance.
- D. The evaluation process shall result in a recommendation to the appropriate district office administrator regarding the continued employment of the probationary employee.
- E. An employee retains the right to Association representation at the post-evaluation conference.

### **11.2 Post-Evaluation Conference**

No employee evaluation shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without the administration first making a good faith effort to conference with the employee. The parties shall meet to discuss the evaluation. All evaluations shall be written and given to the employee. The employee shall sign the evaluation and be given a copy of the signed evaluation. In no case shall the employee's signature be construed to mean that he/she agrees with the contents of the evaluation, but only that the evaluation has been discussed. Either party may request the presence of the supervising teacher at the conference. An employee shall have the right to Association representation at any post-evaluation conference.

### **11.3 Right to Respond**

An Employee may submit a written response to be attached to his/her evaluation within fifteen (15) days of receipt.

## **ARTICLE 12 SENIORITY**

### **12.1 Definition of Seniority**

As used herein, the term "seniority" shall be defined as the employee's continuous length of service from the date of last hire as a full-time employee within the bargaining unit. Employees hired on the same date will be ranked by a lottery to be conducted by the Association and the District. Seniority accrues retroactively after completion of the probationary period set forth in Section 12.3.

When an employee is first hired on a temporary basis and is subsequently hired as a regular full-time employee, seniority shall be computed from the first date of employment as a permanent employee.

## **12.2 Classifications in the Bargaining Unit**

For the purposes of this Agreement, all Employees shall be placed in one of the following classifications based on their current assignments. The bulleted letters below indicate the classifications. The bullet points under the letters are the positions included within that classification.

- A. Buildings and Grounds
  - Middle School Building Engineer
  - Maintenance
  - Elementary Head Custodian
  - Day Custodian
  - Night Custodian
  - Delivery
- B. Administrative Assistant/Secretary
  - Administrative Assistant to Middle School Principal and Assistant Principal
  - Middle School Student Services
  - Main Office Secretary
  - Administrative Assistant to Elementary Principal
  - District Office Administrative Assistant
- C. Accounts Payable
- D. Nurse
  - Middle School Nurse
  - Elementary School Nurse
  - District Nurse (non-certified)
- E. Help Desk Technician
- F. Instructional Assistants
  - MRC
  - Enrollment
  - Resource Special Education
  - Specialized, ECE
  - Special Program
- G. Student Information Specialist / Academic Data Specialist
- H. Rtl Tutors

## **12.3 Probationary Period - Definition of Probationary Employee**

All new employees (including employees rehired after loss of seniority) shall be probationary employees until they complete a probationary period of 75 days of work. The probationary period may be extended up to an additional 75 days at the Superintendent's or the Assistant Superintendent of Human Resource's discretion. Prior to extending an employee's probationary period, the District shall notify that employee and the Association. Upon request of the Association made within five (5) days of such notice, the District shall meet with the affected employee and an Association representative to discuss the probationary period extension.

During an employee's probationary period, the employee may be disciplined, suspended, laid off, or terminated at the sole discretion of the District without recourse to the grievance procedure. There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority retroactive to his/her start date as a probationary employee.

## **12.4 Seniority List**

The District shall establish a seniority list setting forth the seniority dates for all full-time employees covered by this Agreement, a copy of which shall be furnished to the Association on February 1st of each fiscal year. Any objection to the seniority list shall be reported to the Assistant Superintendent of Human Resources within twenty (20) work days after receipt by the Association or said list shall stand approved.

## **12.5 Termination of Seniority**

An employee's seniority shall be terminated and the employee shall lose their status as an employee when the employee:

1. Quits;
2. Is discharged with cause (probationary employees without cause);
3. Is laid off and the employee's recall rights expire;
4. Retires;
5. Is laid off and fails to notify the Assistant Superintendent of Human Resources of his/her intention to return to work within five (5) calendar days after receiving notice of recall or who fails to return at the designated time; or
6. Is off work due to illness or injury for twelve (12) months following exhaustion of District sick leave.

## **ARTICLE 13 STAFF REDUCTION AND RECALL**

### **13.1 Staff Reduction**

In the event that it is necessary to reduce the number of employees in this unit:

First, part-time employees shall be laid off by hire date within the affected classification as defined in Section 12.2.

Second, full-time employees shall be laid off by seniority within the affected classification as defined in Section 12.2.

Third, the least senior full-time employee within each affected classification as defined in Section 12.2 may bump the least senior full-time member of the bargaining unit insofar as he/she is qualified to hold such position.

Employees shall be given at least thirty (30) days notice of such layoff. If requested, the Superintendent or designee shall meet with the Association to discuss the reduction. Part-time employees do not accrue seniority. Full-time probationary employees in each classification shall be laid off before full-time non-probationary employees. The District shall provide the Association with a list of all employees who are laid off and their dates of hire within five (5) work days following Board action.

### **13.2 Recall**

If the Board has any vacancies in the classification from which an employee was laid off for the following school term or within one calendar year from the beginning of the following school term, those vacancies shall be offered to the full-time non-probationary employees who were laid off from that classification starting with the most senior laid off employee insofar as he/she is qualified to hold such position. Notices of recall stating the time and date when the Employee must report to work shall be sent by certified mail to the last address reported by the Employee to the District. The Employee must respond to the notice of recall within five (5) work days after receipt.

While on layoff, the acceptance of a temporary or part-time position shall not affect recall rights. In no case shall a new employee be hired while there are laid off bargaining unit members who are qualified for a vacant or newly created position.

## **ARTICLE 14 VACANCIES**

### **14.1 Posting**

A vacated position is not a vacancy if the administration transfers a current employee

into that position. Except in extenuating circumstances where a timely transfer is required to meet student needs, the administration will internally post the vacated position before making the transfer. If the District determines that there is a vacancy in a classification covered by this Agreement, a notice of such vacancy shall be e-mailed to all members at their District e-mail address and posted on the District website. Such notice shall list the position classification, location and hours of the job and minimum qualifications for the job. An employee who wishes to apply for such vacancy may submit a request to be considered for the vacancy.

## **14.2 Filling Vacancies**

It is the practice of the District to fill vacancies covered by this Agreement with the most qualified applicant after providing notice of the vacancy as stated above. The District will consider all applications timely submitted by bargaining unit employees prior to considering applications from individuals outside of the bargaining unit. After considering all applicants within and outside of the bargaining unit, if District administration determines that a HESS employee and external applicant are equally qualified based on skill, ability and other qualifications, the HESS employee shall be offered the position over an outside applicant. If the District determines that two or more District applicants are both qualified and no applicant is deemed more qualified, the District shall award the position to the most senior, full-time employee.

## **ARTICLE 15 TRANSFERS – DEFINITION**

Transfers shall be defined as either a voluntary or involuntary move from one position to another, including changes in classification, buildings, and shifts.

### **15.1 Transfers – Voluntary**

Any Association employee who seeks to transfer from his or her current position into a vacancy may apply for the vacancy pursuant to the procedure outlined in 14.1. Employee applicants will be interviewed and considered prior to outside applicants. Where more than one employee applicant is being considered for a transfer, seniority in the District shall be considered.

### **15.2 Transfers – Involuntary**

No employee shall be involuntarily transferred on a permanent or indefinite basis unless the employee and the Association are given forty-eight (48) hours written notice informing the employee and the Association of the reason(s) for the transfer and affording the employee and Association an opportunity to discuss the reasons for the

transfer with the Assistant Superintendent of Human Resources or designee. The employees' interpersonal skills, and professional knowledge, and qualifications will be considered when making a transfer in order to best meet student needs. If the District administration determines that two or more employees are equally qualified based on skill, ability and other qualifications, the least senior of the involved employees shall be transferred. If the employee is dissatisfied with the reason for the transfer, the employee shall have the option to resign without prejudice. No employee shall suffer a reduction in pay as a result of an involuntary transfer. If the position an employee was transferred from becomes available again, that employee shall be considered for the job prior to any new hire or voluntary transferring employee.

## **ARTICLE 16 JOB DESCRIPTIONS**

The District has developed job descriptions providing minimum required qualifications, skills and duties. Such descriptions are available to all employees. Such descriptions shall be reviewed and updated as deemed necessary by the District. Updates to job descriptions shall be reviewed with the Association President every fall, or as such updates occur during the school year. Changes in job descriptions shall be distributed to all affected employees. The District acknowledges that it must negotiate any proposed changes to employees' terms and conditions of employment.

## **ARTICLE 17 VACATIONS AND HOLIDAYS**

### **17.1 Holidays**

Employees will be paid for, but will not be required to work on the following holidays, if they fall within the school calendar. If a holiday is waived or school is not in session on one of the days listed below, it will be treated as a regular work day. If one of these holidays is not observed, it will be used as a floating holiday. The administration and HESS leadership will determine the date this floating holiday will be used collaboratively.

Part-time employees and mid-year hires will receive prorated holiday pay for holidays that fall within their year.

#### **Full-time 12 Month Employees**

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Casimir Pulaski Day  
Friday before Easter  
Independence Day  
Labor Day

#### **Less than 12 Month Employees**

New Years Day  
Martin Luther King Day  
Presidents' Day  
Memorial Day  
Friday Before Easter  
Labor Day  
Columbus/Indigenous People's Day



Columbus/Indigenous People's Day  
 Veterans' Day  
 Thanksgiving Day  
 Friday after Thanksgiving  
 Christmas Day  
 Juneteenth (when falls within workweek)

Thanksgiving Day  
 Christmas Day

## 17.2 Vacations

Part-time 12-month employees will receive a prorated allotment of vacation days based on their FTE. Full-time twelve month employees accrue paid vacation days according to the following schedule:

Length of Employment		Monthly Accumulation	Maximum Vacation Leave Earned Per Year
From:	To:		
Beginning of Year 1	End of Year 6	0.83 Days	10 Days Per Year
Beginning of Year 7	End of Year 15	1.25 Days	15 Days Per Year
Beginning of Year 16		1.67 Days	20 Days Per Year

The date on which employees become eligible for vacation credit is June 30 of each year. All requests for vacation are to be in writing and must be approved by the Principal or Supervisor. Buildings and Grounds employees must schedule at least part of their vacation prior to August 15. If there is a conflict with too many employees seeking the same vacation days off, the employee with the most seniority shall have priority provided that he/she submitted his/her vacation request by May 10.

A holiday falling on a working day within the selected or assigned vacation period is not counted as a vacation day.

With the exception of those employees within the contractual classifications (Article 12.2A) of Custodian, Delivery, District-wide Maintenance, and Middle School Engineer, vacation days earned in one fiscal year will be credited and available for use on July 1 of the following fiscal year, and must be used by the end of that fiscal year. They do not accumulate.

*For example, vacation days earned during the 2021-22 school year will be credited to the employee and available for use on July 1, 2022. These days will remain available for use until June 30, 2023. Any unused vacation days earned in 2021-22 and credited on July 1, 2022 will be forfeited on July 1, 2023.*

For employees in the classifications of Custodian, Delivery, District-wide Maintenance, and Middle School Engineer, vacation days will be available for use until October 31 after the end of the fiscal year they are credited.

*For example, vacation days earned during the 2021-22 school year will be credited to the employee and available for use on July 1, 2022. These days will remain available for use until October 31, 2023. Any unused vacation days earned in 2021-22 and credited on July 1, 2022 will be forfeited on November 1, 2023.*

Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation.

## ARTICLE 18 BENEFITS

### 18.1 Eligibility Requirements

#### All Other Employees

Full-time employees as defined in Article 6.1, and those who are scheduled to work 30 hours or more on a permanent basis, are eligible for medical, dental and vision insurance benefits. These benefits begin on the first day of active employment.

Staff members' daily hours for insurance eligibility can only be calculated using HESS covered positions.

### 18.2 Negotiated Insurance Rates

Tier 1 Employees (Those hired on or before 12/10/2018)						
Year	HMO Single	HMO EE+ Spouse, EE+ Child(ren), Family	HDHP Single	HDHP EE+ Spouse, EE+ Child(ren), Family	PPO Single	PPO EE+ Spouse, EE+ Child(ren), Family
Plan year 1/1/2023	18% or \$1,650 cap	20% or \$2,650 cap	18% or \$2,575 cap	20% or \$2,575 cap	18% or \$2,575 cap	20% or \$3,575 cap
Plan years 1/1/2024 - 2026	15% or \$1,650 cap	15% or \$2,650 cap	18% or \$2,575 cap	18% or \$3,575 cap	22% or \$2,575*	22% or \$3,575*

\*If PPO insurance rates increase by 8% or higher of the previous year's total premium cost, the amount of the increase above 8% will be split between the Board of Education

and the employee with the Board paying 50% and the Employee paying 50%. This does not change the cap for the following year, nor is it compounding from year to year.

Example:

If the cap amount in the PPO single or PPO (Spouse, Child(ren), Family) is reached and premiums increase by 25%, the employee will pay 50% of the 17% (25% - 8% = 17%) increase, and the district will pay 50% of the 17% (25% - 8% = 17%) increase.

**PPO Single Example:**

1st year rate = \$20,000  
 2nd year rate = \$25,000 (25% increase)  
 Year over year increase = \$5000

Employee pays:

\$2,575  
\$ 425 (\$5,000 x 17% / 2)  
 \$3,000 Employee Cost

<b>Tier 2 Employees (Those hired after 12/10/2018 and before 12/5/2022)</b>						
<b>Year</b>	<b>HMO Single</b>	<b>HMO EE+ Spouse, EE+ Child(ren), Family</b>	<b>HDHP Single</b>	<b>HDHP EE+ Spouse, EE+ Child(ren), Family</b>	<b>PPO Single</b>	<b>PPO EE+ Spouse, EE+ Child(ren), Family</b>
<b>Plan year 1/1/2023</b>	18%	18%	18%	25%	18%	25%
<b>Plan years 1/1/2024 - 2026</b>	15%	15%	18%	18%	22%	25%

<b>All New Employees (those hired on or after 12/5/2022)</b>		
<b>HMO</b>	<b>HDHP</b>	<b>PPO (available after 4 years of employment)</b>
15%	18%	25%

The District shall provide an annual contribution of \$1,500 to the HDHP HSA account of employees who are enrolled in the HDHP individual plan or \$2,000 to the HDHP HSA account of employees who are enrolled in the HDHP EE+Spouse, EE+Children, or Family Plan. The annual contribution shall be provided to the employee in January of each year.

The employee share of the annual health insurance premium is deducted in accordance with the employee's election of a 10 or 12 month pay schedule. The insurance caps reflected in the above chart are based upon an annual insurance deduction schedule.

### **18.2.1 Dental Insurance Contributions**

Individual coverage enrollment subject to eligibility requirements.

2022-2026 100% BOE paid

Dependent coverage subject to eligibility requirements.

2022-2026 100% employee paid

### **18.2.2 Rate Increases**

All rate increases will be effective on the anniversary of the plan year renewal.

### **18.2.3 Vision Insurance**

All health insurance rates include vision coverage.

Rates for vision only coverage will be determined and communicated annually during Open Enrollment.

### **18.2.4 Life Insurance**

HESS employees shall be provided with life insurance in the amount of one times the employee's annualized salary with a maximum of \$50,000.

### **18.2.5 Retirement Benefits**

HESS employees shall receive retirement benefits if they meet the following requirements:

1. Have been a full-time employee in District 181 for a minimum of fifteen (15) years preceding retirement;
2. Be eligible to retire under IMRF;
3. Have provided Human Resources with a timely and irrevocable Notice of Retirement;

Retirement benefits include:

1. 4.0% base salary increase for the last four (4) years of service prior to retirement. The irrevocable Notice of Retirement must be provided to Human Resources by March 1 of the school year preceding the first year of the employee's receipt of the 4% incentive in order to earn the increase.
2. A one-time, post retirement 403(b) payment of \$10,000. If the District incurs any IMRF penalty or increased contribution as a result of the timing of the retirement, the employee shall forfeit the one-time, post retirement 403(b) payment in the amount of the penalty / increased contribution not to exceed \$10,000.
3. District paid vision and dental insurance for five (5) years following retirement.

A Retirement Agreement shall be provided to the employee within sixty (60) days of receipt of the employee's Notice of Retirement.

### **18.2.6 Effect of Insurance Contributions**

The Board and HESS agree that it is not their intention for any employee to suffer a cumulative negative raise due to the increased insurance contributions under this Agreement. Should insurance costs rise such that the increased insurance contribution exceeds an employee's salary increase, the Board will adjust that employee's salary increase to be sufficient to cover the increased insurance contribution cost. This provision assumes that the increase in employee contribution was not the result of the employee choosing to change their insurance plan (HMO to PPO, single to family, etc.).

## **18.3 TRAVEL REIMBURSEMENT**

Employees required to use their own car on school business shall be compensated at the IRS allowable rate per mile, provided such travel and expense is pre-approved by their supervisor. Employees shall submit their mileage to the Principal for reimbursement.

## **ARTICLE 19 WAGES, TUITION REIMBURSEMENT AND PAY PERIODS**

### **19.1 Wages**

Entry-level salaries are listed in Appendix A.

HESS employees hired between April 1 and June 30 will receive the entry-level salary

for that year. On July 1, those employees will begin receiving the starting salary for the next school year as defined in Appendix A. For example, an employee hired on April 5, 2022 would be hired at the 2021-2022 starting salary. On July 1, 2022, that person will begin receiving the 2022-2023 starting salary rate.

HESS employees hired before April 1 will move to the 2022-2023 starting hourly wage per their position or receive the percent increase listed below, whichever is higher.

2022-2023 5% or otherwise noted below:

- MRC, Enrollment, Resource Special Education Instructional Assistants will receive 6%
- Specialized, ECE Instructional Assistants will receive 9%
- Rise and Foundations 1 Instructional Assistants will receive 9%

2023-2024 3.0%

2024-2025 CPI-U with 4% ceiling and 2.5% floor

2025-2026 CPI-U with 4% ceiling and 2.5% floor

**Definition of CPI-U:**

For the 2024-2025 and 2025-2026 school years, the increase over the prior year's base salary values shall be equal to the percentage attributable to the corresponding fiscal year in accordance with the Property Tax Extension Limitation Law (PTELL), commonly referred to as the "tax cap." More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for all Urban Consumers in the U.S. (CPI-U) as published by the US Department of Labor's Bureau of Labor Statistics, one calendar year prior to the year in which taxes are actually extended (collected). This CPI-based calculation shall apply irrespective of any increase in the District's extension limitation that may occur due to the passage of a referendum. For example, the increase for the 2024-2025 year will reflect the CPI-U for 2023 which represents the percentage increase between December 2022 and December 2023.

In addition, full-time employees hired prior to 7/1/2022 will receive a one time increase in \$0.08 increments based on a consideration of both the employee's years of service in the District and the years of service of all employees in the same position. The one time increase will address compression and be made only in the 2022-2023 school year. The following chart depicts the application of the \$0.08 increments:

EMPLOYEE	SENIORITY (Length of service) LEAST TO MOST (Within the same job category) EXAMPLE: Administrative Assistants	SERVICE CREDIT AMOUNT .08 (Increments of .08 cents applied to the next most senior person within the same job category.)
Employee 1	New Hire _____ 0	0
Employee 2	Employed 2 years _____ 2	0.08
Employee 3	Employed 6 years _____ 6	0.16
Employee 4	Also employed 6 years _____ 6	0.16
Employee 5	Employed 7 years _____ 7	0.24
Employee 6	Employed 10 years _____ 10	0.32
Employee 7	Employed 15 years _____ 15	0.40
Employee 8	Also employed 15 years _____ 15	0.40
Employee 9	Employed 22 years _____ 22	0.48

Service credit amounts are based on the employee's years of service and are relative to the other employees within their specific job category and that employee's years of service.

### 19.1.1 Longevity Bonus

Full-time HESS employees shall earn an additional hourly rate based on longevity of employment as follows:

Years of Continuous Full-Time Service	Longevity Stipend Amount
From the beginning of year 1 through the end of year 5	N/A
From the beginning of year 6 through the end of year 10	\$0.25
From the beginning of year 11 through the end of year 15	\$0.50
From the beginning of year 16 through the end of year 20	\$0.75
From the beginning of year 21	\$1.00

The longevity bonus shall begin with their first paycheck immediately following the applicable full-time service of employment from July 1 - June 30. All employees hired prior to January 1 shall receive a full year of longevity service. The amount of the bonus is calculated by multiplying the applicable bonus rate by the number of regular hours from the previous annual pay period. The longevity bonus is not applied to overtime hours.

### 19.2 Tuition Reimbursement

Employees may be reimbursed up to Two Hundred Fifty Dollars (\$250.00) for professional development or per course toward the tuition of a class at an accredited college or university. In order to receive reimbursement:

1. The professional development must directly relate to the employee's job;
2. The professional development and/or university courses must receive prior approval via the District's approval process in order to receive reimbursement. An employee must be full-time and have worked for 100 days prior to enrolling in the course in order to be eligible for tuition reimbursement.
3. Evidence of completion must be submitted to the Superintendent or his/her designee within 90 days of the event. In the case of university coursework, official transcripts must be submitted.
4. The employee must have earned a grade of a "B" or higher in university coursework.
5. Reimbursement shall be paid after the next regular Board meeting following the satisfactory completion of requirements listed above.

### **19.3 Pay Periods**

Each employee shall be paid in equal installments on the fifteenth (15) and the last work day of the month. If a regular pay period falls during the school year on a non-work day when the District office is not open for business, then the employee shall receive pay on the last work day preceding the scheduled pay date. Paychecks during the months of July and August will be distributed on the regular pay cycle, dependent on employee group and number of pays.

Employees working less than twelve (12) months shall have the option to receive their pay over twelve (12) months provided that they notify the District business office not later than the first week of the new school year of their desire to be paid in this manner.

## **ARTICLE 20 NO STRIKE, NO LOCKOUT PROVISION**

The Association hereby agrees not to strike, or engage in, or support or encourage any concerted refusal to render full and complete services in the school district or to engage in or support any activity that would disrupt in any manner the operation of the schools during the terms of this agreement. The Board agrees not to lockout Employees during the term of this Agreement.

## **ARTICLE 21 EFFECT OF AGREEMENT**

### **21.1 Commitment**

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement



supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, which may be altered, changed, added to, deleted from or modified only through the voluntary and mutual consent of the parties in an amendment hereto. No unilateral change may be made by either party in previously negotiated articles.

## **21.2 Savings Clause**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties each voluntarily and unqualifiedly waive any rights that might otherwise exist under law to negotiate over any matter during the term of this Agreement except that the parties agree to bargain if new legislation affects the wages, hours or other terms and conditions of employment of employees covered by the agreement.

If any provision of this Agreement is held contrary to law, all other provisions of the Agreement shall be continued in full force and effect.

## **ARTICLE 22 ATTENDANCE**

Consistent attendance is necessary for the District to ensure student achievement and safety. All employees are expected to have consistent attendance.

### **22.1 Attendance Incentive**

An employee hired before September 15 who is absent three (3) or less days through the last day of student attendance shall receive a bonus of three hundred dollars (\$300.00) payable on September 15 of the following school year. Bereavement days for immediate family will not count towards the three (3) absences.

### **22.2 Attendance Expectations**

The District may require employees who are absent for three (3) or more consecutive days to provide medical documentation consistent with Section 24-6 of the Illinois School Code.

## **ARTICLE 23 DURATION**

This agreement and each of its provisions shall be effective as of the date it is approved by the Board of Education and shall continue in full force and effect until June 30, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to June 30, 2026 that it desires to modify this Agreement.

This Agreement is for the period July 1, 2022, through June 30, 2026. This Agreement is signed and adopted this 5th day of December, 2022.

HESS CONTRACT SIGNATURE PAGE

This Contract is signed and adopted in Hinsdale Illinois

In Witness Thereof:

For the **Hinsdale Educational Support Staff (HESS)**

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President HESS

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Secretary HESS

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Date

For the **Board of Education of Community Consolidated School District #181,**  
DuPage and Cook Counties, Illinois

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President, BOE

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Secretary, BOE

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Date

# APPENDIX A - HESS ENTRY LEVEL SALARIES AND HOURLY WAGES

JOB CLASSIFICATION		2022-2023	2023-2024	2024-2025	2025-2026
<b>BUILDING AND GROUNDS</b>		MV Adj	2.00%	2.00%	2.00%
	Middle School Building Engineer, Maintenance	\$25.03	\$25.53	\$26.04	\$26.56
	Elementary School Head Custodian	\$18.78	\$19.16	\$19.54	\$19.93
	Day Custodian	\$16.32	\$16.65	\$16.98	\$17.32
	Night Custodian	\$16.00	\$16.21	\$16.54	\$16.87
	Delivery	\$19.97	\$20.37	\$20.78	\$21.20
<b>INSTRUCTIONAL ASSISTANTS</b>					
	MRC, Enrollment, Resource Special Education	\$17.30	\$17.64	\$18.00	\$18.36
	Specialized, ECE	\$20.09	\$20.49	\$20.90	\$21.32
	Rise and Foundations 1	\$21.17	\$21.59	\$22.03	\$22.47
	*Instructional Assistants who hold a valid Illinois Professional Educator License (PEL) shall earn a \$500 payment each year. This payment shall not be accrued.				
<b>SUPPORT STAFF</b>					
	Middle School Administrative Asst. to Principal	\$21.23	\$21.65	\$22.09	\$22.53
	Middle School Student Services/Main Office	\$21.23	\$21.65	\$22.09	\$22.53
	Elementary School Administrative Asst. to Principal	\$21.23	\$21.65	\$22.09	\$22.53
	District Office Adm. Assistant/Dept. Secretary/Registrar	\$21.23	\$21.66	\$22.09	\$22.53
	Part-Time School Secretary	\$17.03	\$17.37	\$17.72	\$18.07
	Accounts Payable/Administrative Assistant	\$23.63	\$24.10	\$24.59	\$25.08
	Middle School Nurse	\$32.12	\$32.76	\$33.42	\$34.09
	District Nurse (non-certified)	\$32.12	\$32.76	\$33.42	\$34.09
	Elementary School Nurse/Part-Time School Nurse	\$32.12	\$32.76	\$33.42	\$34.09
	Student Information Specialist/Academic Data Specialist*	\$56,302.11	\$57,428.15	\$58,576.71	\$59,748.25
	Help Desk Technician	\$20.96	\$21.38	\$21.81	\$22.24
	Rtl Tutor	\$20.14	\$20.54	\$20.95	\$21.37
	* = Salaried Position				
	All HESS Summer Workers shall earn their hourly rate of pay for work that aligns with their position. The current hourly rate of pay will be the hourly rate as of May 15 of each year.				

# APPENDIX B: POSITION DAYS AND HOURS

Position	Work Days	Paid Holidays	Total Paid Days	Scheduled Hours Per Day	Paid Hours Per Day Total*	Total Days X Paid Hours	Start Date	End Date	Flex Hours (as needed, must be approved by administrator)	Notes	Number of Paid 15-Minute Breaks
Custodial and Maintenance											
District Office Administrative Assistant & Accounts Payable	247	13	260	8	7.5	1950	July 1	June 30	N/A		2
Middle School Administrative Assistant to Principal	207	9	216	8	7.5	1620	Up to 15 work days prior to first student attendance day	Up to 10 work days after last teacher attendance day		Includes all teacher attendance days	2
Middle School Student Services & Main Office Secretary	196	9	205	8	7.5	1537.5	Up to 10 work days prior to first student attendance day	Up to 4 work days after last teacher attendance day		Includes all teacher attendance days	2
Elementary School Administrative Assistant to the Principal	197	9	206	8	7.5	1545	Up to 10 work days prior to first student attendance day	Up to 5 work days after last teacher attendance day		Includes all teacher attendance days	2
Middle School Nurse	184	9	193	8	7.5	1447.5	2 work days prior to first student attendance day	Last teacher attendance day		Includes all teacher attendance days	2
Elementary School & District Nurse	184	9	193	7	6.5	1254.5	2 work days prior to first student attendance day	Last teacher attendance day		Includes all teacher attendance days	1
Help Desk Technicians	187	9	196	7.5	7	1372	5 workdays prior to first student attendance day	2 work days after last teacher attendance day		Includes all teacher attendance days	2
Student-Information-Specialist Academic Data Specialist	247	13	260	8	7.5	1950	July 1	June 30	N/A		2
RT Tutors	176- 177	up to 9	185 - 186	6.5	6	1110 - 1116	First day of student attendance	Last day of student attendance		Actual days and hours to be determined each year by administration	1
Instructional Assistants	178 - 179	9	188	6.5 - 8	6 - 7.5	1410	2 days prior to first student attendance day	Last student attendance day		Includes all student attendance days plus two days prior to the first student attendance day. With advance notice, work year for some may increase up to 2 additional work days before the first student attendance day and/or teacher institute days. Work day(s) prior to the first student attendance day shall include instruction/training pertinent to the IA's assignment and shall include planning time with appropriate certified staff.	1: (7.5 hours/day) 2: (7.5 hours or more per day)

\* Does not include 30-minute unpaid lunch break. For all elementary instructional assistants, also may not include additional unpaid 20 minutes attached to elementary lunch period.