



# **Contract**

**Between**

**Hinsdale Educational  
Support Staff (HESS)**

**and**

**Community Consolidated  
School District 181**

**2015-2018**

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

**ARTICLE 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 noncertified (classified) staff, excluding the following: Secretary to the Superintendent, Secretary to the Assistant Superintendent for Business and Operations, Secretary to the Assistant Superintendent for Human Resources, Human Resources Assistant, Payroll Clerk, Accountant/Payroll Supervisor, District Technology Specialists, all seasonal, temporary positions and all supervisory, managerial and confidential employees as defined under the Illinois Educational Labor Relations Act.

**ARTICLE 2            GRIEVANCE PROCEDURE**

**2.0    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.

**2.1    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.

**2.2    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.

## **2.3 Procedural Steps**

### **A. Informal Procedure**

A sincere attempt shall be made to resolve the grievance in informal discussion between the grievant(s) and his/her 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 his/her 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 his/her decision must be based solely upon his/her 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.

#### **2.4 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 2.3 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 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 five (5) working days after receipt of such complaint.

### **3.2 Investigatory Interview**

When an employee is required to appear before an Administrator and the investigation could lead to disciplinary action, he/she 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.

### **3.3 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.

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.

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.

### **3.4 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.

### **3.5 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.

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

Employees who supervise extra-curricular activities will receive the rate of pay specified in the HCHTA agreement for such work. Employees who serve as substitute teachers will receive either their regular pay or the substitute teacher pay, whichever is higher. 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. 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 written and signed authorization from an employee, 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 remit such deductions to the Association by the tenth (10th) day of the month following the month in which the deductions are made. The

Association shall advise the District of any increase in dues, 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.

#### **4.7 Fair Share**

It is recognized that the negotiation and administration of this Agreement result in expenses that are appropriately shared by all employees. To this end, if an employee does not join the Association within 30 calendar days following the commencement of employment, or the effective date of this Agreement, whichever is later, such employee will:

1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration. In the event the employee wishes contributions to be handled through payroll deductions, the money shall be handled in the same manner as provided in 4.6.
2. Pay directly to the Association a like sum.

##### **4.7.1 Board Collection of Fees**

In the event that the employee does not execute an authorization or does not pay his/her fair share fee directly to the Association by thirty (30) calendar days following the commencement of employment of the employee or the effective date of this Agreement, whichever is later, the Board shall deduct the fair share fee in substantially equal payments from the regular salary check of the employee beginning with the October salary check or after 30 days of employment.

The Board shall pay such fee to the Association no later than ten (10) work days following deduction.

##### **4.7.2 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.

##### **4.7.3 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 which 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. If the insurance plan year begins January 1st, the Committee shall meet in February, May, September, October, and November, unless otherwise agreed. If the insurance plan year begins July 1st, the Committee shall meet in September, November, March, April, and May, unless otherwise agreed.
- 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 Committee and the Association president shall receive from the District 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 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. Changes shall be considered by the Insurance Committee and a recommendation made to the Board, the Association and HCHTA by June 1st if the plan year begins January 1st or by May 15th if the plan year begins July 1st so as to be included, if approved, in the premium determination process. 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. The option to offer an HMO medical plan for all eligible staff will be reviewed and considered by the Insurance Committee and a recommendation made to the Board by June 1st 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 the HMO plan, the HMO participants will be switched to the PPO 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 – WORK LOAD**

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**

<b>Position (full time unless otherwise noted)</b>	<b>Hours Per Day*</b>	<b>Days Per Week</b>	<b>Calendar Days Per Year (including holidays)**</b>
Custodial and Maintenance	8	5	260
District Office Administrative Assistant	7.5	5	260
Middle School Administrative Assistant to the Principal	7.5	5	216, includes all teacher attendance days, begins 15 work days before first student attendance day, ends 10 work days after last student attendance day. In addition, an administrator may approve up to 40 flex hours as needed.
Middle School Student Services and Main Office Secretary	7.5	5	205, includes all teacher attendance days, begins 10 work days before first student attendance day, ends 4 work days after last student attendance day. In addition, an administrator may approve up to 40 flex hours as needed.
Elementary School Administrative Assistant to the Principal	7.5	5	206, includes all teacher attendance days, begins 10 work days before first student attendance day, ends 5 work days after last student attendance day. In addition, an administrator may approve up to 40 flex hours as needed.
Part-time School Secretary	4	5	189, includes all student attendance days, begins 3 work days before first student attendance day, ends one work day after last student attendance day.



<b>Position (full time unless otherwise noted), cont.</b>	<b>Hours Per Day*</b>	<b>Days Per Week</b>	<b>Calendar Days Per Year (including holidays)**</b>
Middle School Nurse	7.5	5	193, includes all teacher attendance days, begins 2 work days before first student attendance day, ends on last student attendance day. In addition, an administrator may approve up to 24 flex hours as needed.
Elementary School Nurse	6.5	5	193, includes all teacher attendance days, begins 2 work days before first student attendance day, ends on last student attendance day. In addition, an administrator may approve up to 24 flex hours as needed.
Part-time School Nurse	As determined by Human Resources	As determined by Human Resources	193, includes all teacher attendance days, begins 2 work days before first student attendance day, ends on last student attendance day.
District Nurse (non-certified)	6	5	193, includes all teacher attendance days, begins 2 work days before first student attendance day, ends on last student attendance day. In addition, an administrator may approve up to 24 flex hours as needed.
Help Desk Technician	7	5	194, includes all student attendance days, all institute days, begins 5 work days before first student attendance day, ends on last student attendance day. In addition, an administrator may approve up to 35 flex hours as needed during the school year, and 35 flex hours during summer break.
Sub Caller	N/A Salaried Position	N/A Salaried Position	201, includes approximately 9 days prior to first student attendance day, all student attendance days, 4 institute days, 2 Parent Teacher Conference days and Grading Day.
Science Center Coordinator	7	5	215, includes approximately 10 days prior to the start of school, ends approximately on last weekday in June.
Student Information Specialist	7.5	5	260
Rtl Tutors	As determined by Human Resources	As determined by Human Resources	As determined by Human Resources
Instructional Assistant	ECE-6 ES-6 MS-7 Hours per day for ECE and ES may increase to 7 depending upon program or student needs.	5	ECE-185, ES and MS-187, includes all student attendance days, begins no later than one work day before the first student attendance day, ends on last student attendance day. With advance notice work year for some may increase up to 3 additional work days before the first student attendance day and some or all 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.

Position (full time unless otherwise noted), cont.	Hours Per Day*	Days Per Week	Calendar Days Per Year (including holidays)**
Part-time Instructional Assistant	Less Than 6 Hours	5	ECE-185, ES and MS-187, includes all student attendance days, begins no later than one work day before the first student attendance day, ends on last student attendance day. With advance notice work year for some may increase up to 3 additional work days before the first student attendance day and some or all 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.
Parent Liaison	Average of 20 hours per week	As needed	Total number of hours defined by the annual grant.

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

\*\*The exact number of work days for 12-month employees may vary annually depending upon holidays and the school calendar.

### **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 the preceding table, 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 a 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 Secretaries, 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.

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

No later than August 10, all Instructional Assistants shall be informed of their position classification (Specialized, Special Ed, ELL, ECE, Classroom Focus, MRC) 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 "Special Education" to "Specialized," 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.

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

Instructional assistants will be classified as "specialized" and receive the corresponding stipend if they:

1. Are assigned to work with a student who needs regular assistance feeding themselves or using the bathroom, or
2. Are assigned to work with a student who has a Behavioral Intervention Plan as part of their IEP due to aggressive physical behaviors.

#### **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 seventy-five (75) consecutive working days of employment. Such employees will qualify for applicable benefits after completion of the seventy-five (75) work 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 be paid according to the rate of pay specified in Appendix A. If the Association member chooses not to accept the seasonal or temporary position at the rate specified in Appendix A, and if the District is unable to fill the position with someone outside the Association, the administration may choose to offer the seasonal or temporary position to the Association member at their regular hourly rate.

### 6.3 Break and Meal Periods

Employees shall be provided with breaks and meal periods according to the following table.

<b>Number of Compensated Hours Per Day</b>	<b>Number of Scheduled Hours Per Day</b>	<b>Two Paid 15-Minute Breaks</b>	<b>One Paid 15-Minute Break</b>	<b>Unpaid 30-Minute Meal Period</b>
8	8.5	Yes	No	Yes
7.5	8**	Yes	No	Yes
7*	7.5*	No	Yes	Yes
6*	6.5*	No	Yes	Yes

\*For elementary Instructional Assistants, this does not include the additional 20 minutes of unpaid time associated with the 50-minute school lunch period.

\*\*To ensure efficient operations, full time 12-month district office employees who are compensated for 7.5 hours per day may be scheduled for a 60-minute unpaid meal period.

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 their time 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

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. Overtime may be required as necessary as determined by the District. Recognized District holidays shall be considered days worked for the purpose of paying overtime over forty hours in the week.

For the purposes of computing overtime, the work week shall begin at 12:01 AM on Monday and end at 12 midnight on Sunday. Vacation days and sick days will be excluded from the 40-hour work week calculation used in the determination of overtime eligibility.

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.

Overtime is time worked in excess of 40 hours in a single workweek. Overtime pay is based on actual hours worked. Vacation, holidays, personal time and sick days will not be considered hours worked for purposes of determining overtime calculations.

## **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.

Employees who are 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.

## **ARTICLE 7 WORKING CONDITIONS**

### **7.1 Safety**

- A.** Employees shall report any safety concerns to their supervisor and the Association President. The Association shall designate three members to serve on the District Safety and Crisis Committee.
- B.** 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.
- C.** The District shall provide each employee with a place to store personal belongings.
- D.** No employee shall be required to work alone on a rooftop, pipe tunnels and/or any other inaccessible workspaces.

- E. The District and the Association shall form a safety committee consisting of one custodian and one maintenance employee to be designated by the Union Association, the head of Buildings and Grounds and one District administrator.

**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:

<b>Employee Classification</b>	<b>Sick Days During Years 1-10</b>	<b>Sick Days During Years 11-15</b>	<b>Sick Days During Years 16+</b>
12 Month Employees	14 Days	16 Days	20 Days
11 Month Employees	13 Days	15 Days	19 Days
10 Month Employees	12 Days	14 Days	18 Days
Part-time Employees IMRF (over 600 hours)	According to Illinois School Code	According to Illinois School Code	According to Illinois 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 and will coordinate the request for donations.

## 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 One Thousand Two Hundred Fifty (1250) hours of service. 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.

Eligible HESS employees will be provided up to twelve (12) weeks of leave in a one-year period from July 1st to June 30th for any of the following reasons:

- The birth and care of a child of the HESS employee
- The placement of a child with the HESS employee for adoption or foster care
- In order to care for an immediate family member of the HESS employee if such immediate family member has a serious health condition
- A serious health condition that makes the HESS employee unable to perform the functions of his/her position.

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:

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
Full Time Science Center Manager	2
Part-time Employees, 600 Hours or More	2
Part-time Employees, Under 600 Hours	0

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 Orientation**

Before any evaluation is conducted, the supervisor(s) responsible for evaluations shall familiarize each Employee with a copy of the evaluation procedures.



## **11.2 Employee Evaluations**

### **11.2.1 Probationary Employees**

Probationary employees shall be evaluated by their supervisor at least once during their seventy-five (75) work day probationary period. 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. The evaluation process shall result in a recommendation to the appropriate district office administrator regarding the continued employment of the probationary employee.

### **11.2.2 Non-Probationary Employees**

Non-probationary employees shall be evaluated by their supervisor not less than once during each employment year. 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. The evaluation process will indicate areas of employee strengths and weaknesses and shall result in a rating of Excellent, Proficient, Needs Improvement or Unsatisfactory. If a non-probationary employee is rated Needs Improvement or Unsatisfactory, the evaluation shall state the specific reasons for the rating, and if the evaluator deems the employee's performance problems to be remediable, the evaluation shall include the specific steps that the employee must take to improve and any assistance that will be offered to the employee. If the evaluator deems the employee's performance problems to be irremediable, the evaluator shall recommend termination of employment to the appropriate District Office administrator.

## **11.3 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.

## **11.4 Right to Respond**

An Employee may submit a written response to be attached to his/her evaluation within 30 days after 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. Custodian
  - Middle School Custodian
  - Head Custodian
  - Day Custodian
  - Night Custodian
- B. Delivery
- C. Maintenance/Building Engineer
- D. Grounds
- E. Administrative Assistant/Secretary
  - Administrative Assistant to Middle School Principal and Assistant Principal
  - Middle School Student Services and Main Office Secretary
  - Administrative Assistant to Elementary Principal
  - District Office Administrative Assistant
- F. Accounts Payable Clerk
- G. Nurse
  - Middle School Nurse
  - Elementary School Nurse
  - District Nurse (non-certified)
- H. Help Desk Technician
- I. Science Center Personnel
- J. Instructional Assistants
  - Specialized Instructional Assistant
  - ELL Instructional Assistant
  - Special Education
  - Classroom Focus
  - MRC

- ECE
- K. Sub Caller
- L. Student Information Specialist
- M. Full Time Rtl Tutors

### **12.3 Probationary Period - Newly Hired Employees**

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 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 he/she shall lose his status as an employee when he/she:

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 Non-Renewal of First Year Instructional Assistants**

Due to unknown student needs, the District may honorably non-renew all first year Instructional Assistants at the end of the school year. First year Instructional Assistants do not have the right to bump the least senior bargaining unit member.

### **13.3 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**

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 for 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**

Full time employees will be paid for, but will not be required to work on the following holidays, if they fall within the employees' work year, unless the holiday is waived by the Board of Education. If a holiday is waived, 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 will receive pro-rated holiday pay for holidays that fall within their year.

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Abraham Lincoln's Birthday\*
- Casimir Pulaski's Birthday
- Memorial Day
- Friday before Easter
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

\*If Lincoln's Birthday is waived, President's Day may be observed as a holiday instead.

### **17.2   Vacations**

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

<b>Length of Employment</b>		<b>Monthly Accumulation</b>	<b>Maximum Vacation Leave Earned Per Year</b>
<b>From:</b>	<b>To:</b>		
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 most seniority shall have priority provided that he or she submitted his or 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.

Vacation days earned in one fiscal year must be used by the end of the following fiscal year. They do not accumulate. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation.

## **ARTICLE 18        BENEFITS**

### **18.1 Eligibility Requirements**

#### **Grandfathered Employees:**

Members of the HESS bargaining unit employed prior to May 6, 2003 will be allowed to maintain their current insurance benefit status at the negotiated rates, i.e. employees who received family coverage prior to May 6, 2003 will be allowed to continue that coverage regardless of hours worked.

#### **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 and dental insurance benefits. These benefits begin on the first day of active employment.

Any spouse of a HESS employee who is eligible for insurance coverage through their own employer, yet chooses to be covered by the District's insurance, will be charged a \$100 annual fee. This fee will be deducted from the employee's paycheck at the rate of \$10 per month during the 10 months that insurance benefits are deducted.

If a HESS employee's spouse, who is currently insured by the District, chooses to leave the District's insurance and become insured elsewhere, the HESS employee qualifies for a stipend after 12 consecutive months of their spouse being off the District's insurance. Payment of this \$2,000 annual stipend (calculated at \$166.67 per month that the spouse is not

on the District's insurance) will be included in the last regularly scheduled pay date in June. Employees will receive this stipend annually, as long as their spouse remains off the district's insurance.

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

**18.2 Negotiated Insurance Rates**

<b>Year</b>	<b>PPO Single HMO Single</b>	<b>Employee Plus Spouse</b>	<b>Employee Plus Child(ren) Only</b>	<b>PPO Family HMO Family</b>
2015-2016	18% Cap \$125.00	20% Cap \$225.00	20% Cap \$225.00	20% Cap \$225.00
2016-2017	18% Cap \$125.00	20% Cap \$225.00	20% Cap \$225.00	20% Cap \$225.00
2017-2018	18% Cap \$125.00	20% Cap \$225.00	20% Cap \$225.00	20% Cap \$225.00

The employee share of the annual health insurance premium is deducted during the months of September through June. The insurance caps reflected in the above chart are based upon this ten-month insurance deduction schedule.

**18.2.1 Dental Insurance Contributions**

Individual coverage enrollment subject to eligibility requirements.

2015-2018 100% BOE paid

Dependent coverage subject to eligibility requirements.

2015-2018 100% employee paid

**18.2.2 Rate Increases**

All rate increases will be effective on the anniversary of the plan year renewal, July 1.

**18.2.3 Vision Insurance**

All health insurance rates include vision coverage.

**18.2.4 Life Insurance**

All HESS employees who are eligible as defined in Health Insurance shall receive life insurance as currently provided as of ratification of this contract, 2010, for the duration of the contract.



**18.2.5 Retirement Benefits**

Any employee with 15 years or more of full time service in the District who is age 55 or greater at the time of retirement shall be eligible for bonuses of 6% for each of their last four (4) years before retirement and District paid individual health and major medical insurance for up to five (5) years following retirement. This increase will be based on the employee’s individual compensation circumstances, may not exceed 6%, and will take into consideration and include all sources of IMRF creditable earnings. Employees must notify the Human Resources office with their retirement date at least four (4) months prior to the start of their retirement bonus, and must have a retirement date on or before June 30, 2022.

Employees who submit a retirement notice by Oct. 1 of 2015 will be eligible for the retirement benefits defined in this Agreement beginning on July 1, 2015. (Assuming all the other conditions are met.)

<b>Example of Retirement Notification Date</b>		
<b>Retirement Date</b>	<b>Notification Date</b>	<b>Eligibility</b>
July 10, 2020	On or before March 10, 2016	Four years at 6%

**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.).

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

**19.1 Wages**

Entry-level salaries are listed in Appendix A. HESS employees will receive an across the board increase of 4% in 2015-2016, 3.5% in 2016-2017, and 3.5% in 2017-2018.

Employees must be employed by April 1 in order to be eligible for the salary increases given for the next fiscal year. Employees hired after April 1 will receive the entry level salary for the next fiscal year.

**19.1.1 Longevity Bonus**

Incentives for eligible bargaining unit members based upon longevity of employment shall be paid as follows:

<b>Continuous Full Time Years of Service</b>	<b>Hourly Bonus Rate</b>
0-5 Years	N/A
6-10 Years	.25 per hour
11-15 Years	.50 per hour
16-20 Years	.75 per hour
21 Years and Beyond	1.00 per hour

The longevity bonus shall begin with the pay period immediately following the applicable seniority anniversary date of the employee. The amount of the bonus is calculated by multiplying the applicable bonus rate by the number of regular hours per 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) per course toward the tuition of a class at an accredited college, a continuing education class, or a workshop directly related to the employee's job, providing:

1. Prior approval is obtained from an Administrator;
2. A passing grade or documentation of satisfactory completion of the course or workshop is obtained;
3. Specific evidence of completion is submitted to the Superintendent or his/her designee within ninety (90) days of the completion of the course or workshop;
4. No employee shall be eligible for tuition reimbursement who was not employed in the District as a full time employee the previous school year;
5. Reimbursement shall be paid after the next regular Board meeting following satisfactory completion of requirements listed above in 1, 2 and 3.

### **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            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, 2018. 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, 2018 that it desires to modify this Agreement.


This Agreement is for the period July 1, 2015, through June 30, 2018. This Agreement is signed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**HESS CONTRACT SIGNATURE PAGE**

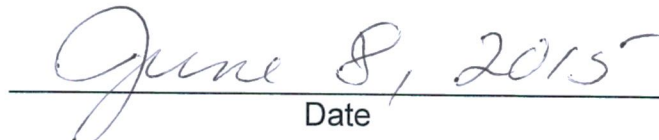
This Contract is signed and adopted in Hinsdale, Illinois.

In Witness Whereof:


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

  
\_\_\_\_\_  
HESS President

  
\_\_\_\_\_  
HESS Secretary

  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
BOE President

  
\_\_\_\_\_  
BOE Secretary

  
\_\_\_\_\_  
Date

APPENDIX A - HESS ENTRY LEVEL SALARIES AND HOURLY WAGES

JOB CLASSIFICATION		2015-2016	2016-2017	2017-2018
<b>BUILDING AND GROUNDS</b>				
	Middle School Building Engineer	\$21.16	\$21.90	\$22.67
	Middle School Custodian	\$16.47	\$17.05	\$17.65
	Elementary School Head Custodian	\$15.88	\$16.44	\$17.01
	Day Custodian	\$13.54	\$14.01	\$14.51
	Night Custodian	\$12.94	\$13.39	\$13.86
	Part-Time Custodian	\$0.00	\$0.00	\$0.00
	Delivery	\$16.89	\$17.48	\$18.09
	Grounds	\$17.60	\$18.21	\$18.85
	Maintenance	\$20.29	\$21.00	\$21.74
<b>CERTIFIED INSTRUCTIONAL ASSISTANTS</b>				
	Special Education, Classroom Focus, Media Resource Center and English Language Learner	\$14.21	\$14.70	\$15.22
	Specialized (includes all ECE)	\$15.62	\$16.17	\$16.73
<b>NON-CERTIFIED INSTRUCTIONAL ASSISTANTS</b>				
	Special Education, Classroom Focus, Media Resource Center and English Language Learner	\$13.30	\$13.77	\$14.25
	Specialized (includes all ECE)	\$14.63	\$15.14	\$15.68
<b>SUPPORT STAFF</b>				
	Middle School Administrative Asst. to Principal	\$17.61	\$18.22	\$18.86
	Middle School Student Services/Main Office	\$17.61	\$18.22	\$18.86
	Elementary School Administrative Asst. to Principal	\$17.61	\$18.22	\$18.86
	District Office Adm. Assistant/Dept. Secretary	\$18.47	\$19.12	\$19.79
	Part-Time School Secretary	\$14.12	\$14.62	\$15.13
	Accounts Payable	\$19.99	\$20.69	\$21.41
	Sub Caller*	\$16,177.94	\$16,744.17	\$17,330.21
	Middle School Nurse	\$19.99	\$20.69	\$21.41
	District Nurse (non-certified)	\$19.99	\$20.69	\$21.41
	Elementary School Nurse/Part-Time School Nurse	\$19.99	\$20.69	\$21.41
	Science Center Manager*	\$26,320.96	\$27,242.20	\$28,195.68
	Student Information Specialist*	\$47,606.80	\$49,273.04	\$50,997.60
	Help Desk Technician	\$17.06	\$17.65	\$18.27
	Rtl Tutor - Year 1	\$16.40	\$16.97	\$17.57
	Rtl Tutor - Year 2 and After	\$16.65	\$17.23	\$17.84
	Parent Liaison	\$16.64	\$17.22	\$17.83
<b>SEASONAL HELP</b>				
	HESS Hourly Rate for B&G Work	\$11.25	\$11.65	\$12.05
	HESS Hourly Rate for Summer Tech Work	\$17.06	\$17.65	\$18.27
	* = Salaried Position			

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