

COLLECTIVE BARGAINING CONTRACT

BETWEEN

**BOARD OF EDUCATION–HARVEY PUBLIC SCHOOLS
DISTRICT 152**

AND

**THE HARVEY EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION (HESPA)-IEA-NEA**

2015-2018



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**ARTICLE I
RECOGNITION AND DEFINITIONS**

1.1 RECOGNITION

The Board of Education of District #152, Cook County, Illinois (hereinafter referred to as the "Employer" or the "Board") recognizes the Harvey Educational Support Personnel Association (HESPA)-IEA-NEA (hereinafter referred to as the "Association" or the "Union") as the sole and exclusive bargaining representative for all employees described in Section 1.2 of this Article in accordance with the provisions of Illinois Educational Labor Relations Act (IELRA).

1.2 DESCRIPTION OF INCLUDED EMPLOYEES

For the purposes of this Agreement, the bargaining unit shall consist of (a) all full-time regular employees and (b) regularly employed part-time employees who are classified as secretaries, non-certified nurses/health attendants, parent coordinators, media assistants, teacher assistants, computer assistants, health assistants, safety assistants, truant officers, and parent outreach person(s).

1.3 DESCRIPTION OF EXCLUDED EMPLOYEES

Specifically excluded from the bargaining unit are employees classified as teachers, custodial, maintenance, food service, supervisors, managerial, confidential, substitute, and seasonal employees.

1.4 DEFINITIONS

A. CLASSIFICATION OF EMPLOYEES

1. EMPLOYEE: The term Employee or Bargaining Unit Member when used hereinafter in this Agreement shall refer to all employees represented by the Association.
2. FULL-TIME: A full-time Employee shall mean all employees working thirty-two and one-half (32 1/2) hours per week or more, who have completed the probationary period and who are assigned to a permanent position.
3. PART-TIME: A part-time Employee shall mean all employees working less than thirty-two and one-half (32 1/2) hours per week.
4. PROBATIONARY: All new full and part-time employees shall be considered probationary employees during the first six (6) months of their employment. When an employee completes the six (6) month probationary period, his/her seniority shall begin as of the date of his/her first day of work. Probationary employees are covered under the terms and conditions of employment as herein set forth in this Agreement. The Board shall have the unconditional right to discipline, lay off, or discharge any probationary employee during said six (6)

month period with or without just cause during this period of time. In addition, the Board may extend the probationary period up to an additional three (3) months by giving written notice to the employee with a copy to the president of the HESPA.

Any Employee who has had his/her probationary period extended will be given an improvement plan outlining the area(s) of weakness(es) and recommendations for improvement.

5. SUBSTITUTE: A substitute Employee shall mean all employees who are employed to fill a full or part-time position on a per diem basis while the regular Bargaining Unit Member is absent or on an approved leave of absence.
6. SEASONAL: A seasonal Employee shall mean all employees who are hired for specific seasonal work, i.e., during the summer, Christmas or spring recesses of school.
7. EFFECT OF EMPLOYING SUBSTITUTE AND/OR SEASONAL EMPLOYEES: Substitute and/or seasonal employees shall not be considered full or part-time or probational employees and shall have no rights under this Agreement. The Board agrees not to use substitute and/or seasonal employees in a manner that would be harmful to the bargaining unit.

B. DAYS

The term "days" when used in this Agreement, except where otherwise indicated, shall mean working days.

1.5 EFFECT OF THIS CONTRACT ON DISCRIMINATION AND OTHER FEDERAL, STATE AND LOCAL LAWS:

All provisions of this Agreement are subject to the School Code of the State of Illinois and any existing law or future law of the State, or Federal Government, as they affect the operation of the School District by the Employer. Furthermore, neither the Employer nor the Association shall discriminate against any employee on the basis of sex, race, color, creed, national origin, or union activity, age and handicap as those rights are protected by federal or state law.

**ARTICLE II
FRAMEWORK FOR COLLECTIVE BARGAINING**

2.1 BARGAINING NOTIFICATION

The parties agree to initiate negotiations for a successor Agreement no later than three (3) months prior to the date this Agreement expires.

2.2 MEDIATION

If either party declares an impasse, the Federal Mediation and Conciliation Service (FMCS) shall be contacted for a mediator. Should FMCS be unavailable, the parties shall attempt to select a replacement. In the event that the parties cannot agree on a replacement, the Illinois Educational Labor Relations Board (IELRB) shall be notified. If agreement cannot be reached, the mediator shall not, without the express written consent of both parties, make findings of fact or recommend terms of settlement. In the event of a lack of agreement, the Board shall operate and maintain the schools by the powers and duties vested in it by the statutes and regulations of the State.

2.3 PRINTING OF CONTRACT, COSTS AND DISTRIBUTION

Within thirty (30) days of ratification of the Agreement, the Board shall deliver to the Union for all members of the bargaining unit a copy of this Agreement plus an additional ten (10) copies to the Association. The cost of reproducing the Agreement shall be shared equally between the parties.

2.4 CONTRACTUAL AMENDMENTS

The parties may modify or amend this Agreement by mutual consent. All agreements entered into shall be enforceable. In addition, all agreements entered into must specify, in writing, whether it is to become a part of this Agreement.

**ARTICLE III
ASSOCIATION RIGHTS**

3.1 BOARD MEETINGS - NOTIFICATION

The president of the Association or his/her designee shall be given written notice as well as electronic notification via e-mail of any meeting of the Board together with a copy of the agenda or statement of purpose of such meeting at least forty-eight (48) hours prior to the scheduled time of a regular meeting, and reasonable notice of a special meeting.

3.2 ASSOCIATION MATTERS - BOARD AGENDA

The Board will place on the agenda of each regular Board meeting for consideration any matters brought to its attention by the Association so long as these matters are made known in writing to the Superintendent six (6) working days prior to the regular meeting, provided that such matters may not constitute the bringing or processing of grievances or professional negotiations or collective bargaining proposals.

3.3 PERTINENT INFORMATION - ASSOCIATION

The Board shall provide the Association with a copy of the agenda and minutes of all Board meetings and shall, from time to time in response to reasonable written requests, furnish all non-confidential and/or non-legally restricted information which is already compiled which may be necessary for the Association to process any grievance or complaint or in preparing for negotiations.

3.4 NAMES AND ADDRESSES - NEW EMPLOYEES

Names and addresses of newly-hired Employees shall be provided to the Association within seven (7) days after Board approval. The day after Board approval, the HESPA President shall receive a copy of the personnel summary.

3.5 ASSOCIATION LEAVE

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives will be excused without loss of salary, providing the Association reimburses the District for the cost of the substitute(s) if any. In any work year, no more than ten (10) days in the aggregate may be used for such purpose. A written request for leave must be submitted to the Superintendent.

3.6 ASSOCIATION PARTICIPATION - EMPLOYEE SUSPENSION, DEMOTION, DISCHARGE

Any Employee charged with misconduct, neglect, or violation which may lead to his/her suspension, demotion, or discharge shall have the right to be represented by the Association in any meeting conducted by the Board or administration with such Employee regarding such charge. Prior to scheduling any such meeting or hearing, the Employee will be given at least twenty-four (24) hours notice of the nature of the charge and informed of his/her right to be represented by the Association at such meeting.

3.7 PAYROLL DEDUCTIONS

A. PROCEDURES FOR MEMBERSHIP AUTHORIZATION

Proper authorization for membership payroll deductions shall be the signature of the Employee on an authorization form prepared by the Association and submitted to the Superintendent or his/her designee. Such authorization shall remain effective from year to year unless the Employee cancels such authorization by notice in writing to the Superintendent and the Association by September 15th.

B. PAYMENT TO THE ASSOCIATION

Authorizations submitted to the Superintendent or his/her designee by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within ten (10) working days following each pay period.

3.8 ASSOCIATION USE OF DISTRICT'S FACILITIES AND EQUIPMENT

The Board shall grant to duly designated representatives of the Association the right to use School District's photocopiers, excluding paper and other supplies, outside the regular school day, provided that such machines shall be available only when such use will not interfere with the educational program of the School District. The Association may have reproduced for them on the District's photocopier, up to sixty (60) copies of documents not to exceed two (2) pages in length. Such copy work shall only be performed by Employees authorized by the Board to operate the equipment.

Upon at least twenty-four (24) hours notice to the Superintendent or his/her designee, the Association will have the right to use school buildings for meetings provided that such business does not interfere with or interrupt school operations or previously scheduled events, as determined by the administration. Any weekend use will be subject to an assessment to cover costs of overhead.

3.9 BULLETIN BOARD, MAIL FACILITIES, AND MAILBOXES

Space for Association-provided bulletin board will be made available for the exclusive use of the Association in each school building for posting notices of activities and other matters of Association concern. The regular District inter-school mail service will be made available to the Association for communication to Employees.

3.10 ASSOCIATION NOTIFICATION OF ASSIGNMENTS

The Association shall be notified in writing of all Employees' assignments and seniority within twenty-five (25) days of the start of each school term.

3.11 FAIR SHARE

- A. Each Bargaining Unit Member, as a condition of his/her employment, on or before fifteen (15) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
- B. In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,
 - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or

administrative agency as a direct consequence of the Employer's compliance with this Article.

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

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

3.12 EMPLOYEE WORKSPACE

Each bargaining unit member shall be assigned an area to house their supplies and equipment. They shall also be provided an area to lock up their valuables as well as a designated area to hand his/her coat.

ARTICLE IV EMPLOYEE RIGHTS

4.1 EMPLOYER HEARINGS/EMPLOYEE RIGHTS

When any Employee is required to appear before an administrator, or supervisor, or Employer Committee or the Board of Education or Board of Education member concerning any matter which is disciplinary in nature, the Employee shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview. In cases of written disciplinary action, the Employee shall be given reasonable prior written notice of interview and shall be entitled to representation.

Discipline shall not include written evaluation documents or routine comments about work or performance.

4.2 BOARD POLICIES

- A. Board policies and any changes in those policies shall be available in each building and one (1) copy shall be provided to the President of HESPA at the beginning of each school year. The President of HESPA will be provided a copy of any proposed changes in policies affecting Employees' wage, hours, or terms and conditions of employment before the Board meeting at which the proposed changes will be finalized.
- B. The Board utilizes an on-line service to publish these policies and the changes to these policies. An on-line version of the policies is available to the public and to all staff. An on-line

version will be kept up-to-date by a service. Therefore, the on-line version will usually be the most up-to-date and accurate. Changes will take place upon Board approval and users will be required to find and insert new pages while removing old pages. Once the Board has approved changes, the President of HESPA shall receive a hard copy of such changes.

4.3 BREAKS

- A. Any Employee who works six (6) or more hours in a workday shall be entitled to two (2) fifteen (15)-minute paid breaks (time includes leaving and returning to the work area) per workday. Any Employee who works at least four (4) hours but less than six (6) hours in a workday shall be entitled to one (1) fifteen (15)-minute paid break (time includes leaving and returning to the work area) per workday.
- B. Employees shall be permitted to leave the premises during any break period; however, he/she must punch out when leaving and punch in upon return.
- C. Breaks will be scheduled cooperatively with the HESPA member and the Building Administrator. The morning break shall be taken between 9:15 a.m.—11:15 a.m. The afternoon break shall be taken before 2:30 p.m. Breaks are not to be combined or attached to a lunch period.

4.4 DUTY-FREE LUNCH

Employees shall have a thirty (30)-minute paid, duty-free lunch period. Employees shall be permitted to leave the premises during their lunch period. Employees must punch out upon their departure and punch in upon their return.

4.5 RULES AND REGULATIONS

Copies of building regulations and rules shall be distributed to each Employee in that building within the First two (2) weeks of school. Changes in existing regulations and rules shall be given to each Employee with a copy to the President of the HESPA, immediately preceding implementation.

4.6 EMPLOYEE NOTIFICATION OF ASSIGNMENTS

Employees shall be notified in writing with a copy to the President of the Association of any changes in assignments, hours or duties at least fourteen (14) calendar days prior to the effective date of the change, except in the case of an emergency as determined by the Superintendent or his/her designee.

4.7 ASSAULT ON EMPLOYEES - PROCEDURES

Upon receipt of a written statement of assault of an Employee while in the pursuit of his/her employment to the Superintendent, the Board shall promptly advise the Employee of his/her rights and obligations with respect to such assault and shall render reasonable assistance to the Employee in handling the occurrence by law enforcement authorities.

4.8 INSURANCE - LIABILITY

The Board shall provide indemnification and protection for claims, suits and liability against the employee, in accordance with the applicable provisions of the School Code.

4.9 ISSUANCE OF CONTRACTS

In regard to current Employees, the Board shall not issue individual contracts or employment agreements before a negotiated agreement has been reached between the Board and the Association. The Board may issue individual contracts to new Employees; however, these individual contracts shall be binding upon the new Employee only if the Association and Board reach agreement in negotiations over conditions of professional service, and such contracts shall then be adjusted to conform with the terms and conditions of employment agreed to by the Board and Association.

4.10 PERSONNEL FILE

- A. There shall be only one (1) official personnel file for each Employee. Prior to any material of an evaluative or disciplinary nature being placed in the file, the Employee shall be given a copy to retain. Material evaluative or disciplinary in nature must be reduced to writing within thirty (30) calendar days following the event or occurrence to be added to the file.
- B. Each Employee shall have the right, within five (5) working days of receiving written notification, to review the contents of his/her file and to make a copy of any material contained therein. An Employee shall have the right to attach a written response to any material contained therein.
- C. Should any documents, such as an Employee's certificates or transcripts, be misplaced while in the District's possession, the District shall pay the cost of the replacement documents.
- D. In the event any file materials are determined to be inaccurate or unfair by legal or grievance proceedings such portion of materials will be removed from the Employee's file as directed by authorized legal or grievance rulings or orders or settlements.
- E. No material used for evaluation or discipline purpose shall be placed in an Employee's file without that person's knowledge.

4.11 UNSAFE OR HAZARDOUS WORKING CONDITIONS

No Bargaining Unit Member shall be required to enter a building which is unoccupied or be left alone in a building. If the Employee becomes aware of a potentially hazardous condition, the Employee shall report this situation to her/his immediately involved supervisor who shall promptly investigate.

4.12 DISPENSING OF MEDICATION

Bargaining Unit Members other than Licensed Nurses shall not be required to administer medication to pupils. Pupils shall be referred to proper, designated medical personnel for this function unless in cases of life-threatening situations. The Board of Education will hold harmless and defend any Bargaining Unit Member that volunteers to administer medication to students in a life-threatening situation. The Board agrees to follow current law in this area.

When students are referred to the nurse, the school secretary shall not write the referral.

4.13 IN-SERVICE TRAINING

Each classification should have a committee with its appropriate program administrator(s) that will meet annually to plan job specific in-service training. Each plan must meet with the approval of the Superintendent. In-service training will be limited, however, to availability of funding.

**ARTICLE V
EMPLOYER'S RIGHTS**

5.1 RESERVATION OF INHERENT MANAGERIAL RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Illinois and of the United States, the County of Cook, the State of Illinois, and regulations of the State Board of Education and any resolutions passed by the Board of Education except as expressly limited by this Agreement. The Employer retains the sole right and authority to operate and direct the affairs of the District in all its various aspects except as expressly limited by this Agreement. Further, all rights which ordinarily vest in and are exercised by Employers and by boards of education in the State of Illinois, except such as are expressly limited by this Agreement, are reserved to and remain vested in the Employer including, but not limiting, the right to determine the mission of the District and to set standards of service offered to the taxpayers of the District; to plan, direct, and determine the operations of the District; to employ, direct, manage, promote; demote, discipline, assign and/or transfer or refrain from transferring Employees to the extent permitted by this Agreement; to discharge for just cause or to relieve and/or suspend Employees from duty for legitimate reasons; to make and enforce reasonable rules and regulations not inconsistent with this Agreement.

5.2 BOARD MAY FULLY EXERCISE ITS MANAGEMENT RIGHTS

The Employer may fully exercise its management rights to the extent such rights are not expressly modified by this Agreement, but shall not exercise its rights in a manner that is unreasonable, arbitrary or capricious. Failing to exercise a right shall not be deemed to prevent the Employer from exercising that right in the future, Subject to the other provisions of the Article, exercising a right in a particular manner shall not prevent the Employer from exercising that right in a different manner in the future.

ARTICLE VI EVALUATION

6.1 EVALUATION PROCEDURE

Within fifteen (15) calendar days after the beginning of each school year or within twenty (20) workdays of the first day of work for Employees hired after the start of the school year, Employees will be informed in writing as to who will be responsible for each Employee's supervision and evaluation. If there is a change in employment status or prolonged absence of the supervisor and/or evaluators, the Board of Education shall retain the right to alter supervisors and/or evaluators. The employee will be informed in writing when their supervisor and/or evaluator has been altered.

6.2 SUPERVISOR - EMPLOYEE CONFERENCE

Prior to October 15 or within twenty (20) workdays of the first day of work for Employees hired after the start of the school year, each supervisor will hold a conference with Employees under his/her supervision. At this conference, the evaluation procedure, standards and form(s) will be reviewed. Employees will be evaluated using a standardized form developed by the Board with input from HESPA.

6.3 EMPLOYEE WITH MULTIPLE SUPERVISORS

If an Employee is assigned to more than one (1) work place or more than one (1) supervisor, the Employee shall be evaluated by at least one (1) of said supervisors as designated by the Superintendent or his/her designee in Section 6.1 and 6.2 above. Employees will be informed in writing as to who will be the primary supervisor responsible to each Employee's evaluation. Multiple supervisors will have input into the employees evaluation but employees shall receive only one (1) evaluation. If there is a change in employment status or prolonged absence of the supervisor and/or evaluators, the Board of Education shall retain the right to alter supervisors and/or evaluators. The employee will be informed in writing when their supervisor and/or evaluator has been altered.

6.4 FREQUENCY

New Employees shall be evaluated during their probationary period. Employees who have completed their probationary period shall be evaluated at least once a year.

6.5 HOW EVALUATIONS ARE MADE

A copy of each formal written evaluation signed by the evaluator will be given to the Employee at a conference held between the Employee and the evaluator within fifteen (15) calendar days of the formal written evaluation, and on/or before May 15th.

6.6 EMPLOYEE RESPONSE

Upon receiving a copy of the formal written evaluation, a conference will be held between the Employee and the Evaluator/Supervisor to discuss the evaluation on the same day or within five (5) working days, whichever is mutually agreed upon. At the conclusion of the conference, the

Employee shall sign the evaluation form, but the signature shall not indicate agreement with the contents thereof, but merely shall indicate receipt of the evaluation and that a conference was held to discuss the contents thereof.

6.7 EMPLOYEE RESPONSE

An Employee may attach a written response to the formal written evaluation which shall become a part of the evaluation.

6.8 EMPLOYEE EVALUATION FORMS

The evaluation procedure and forms shall be changed only following negotiations with the HESPA.

6.9 EVALUATION COMMITTEE

The Board shall establish an evaluation committee comprised of fifty percent (50%) administration and fifty percent (50%) HESPA members to redesign the evaluation procedures and instrument. Members of the committee shall be appointed as follows:

1. The Board shall appoint administration committee members and
2. the Union shall appoint HESPA committee members.

The committee shall consist of ten (10) members.

The committee shall bring recommendations to the Board bargaining team and the HESPA bargaining team for consideration at the end of the 2010-2011 school year. Once agreed upon by the Board and HESPA bargaining teams, recommendations shall be implemented immediately.

**ARTICLE VII
COMPENSATION**

7.1 SALARY SCHEDULE

2015-2016 – 3.0%
2016-2017 – 3.0%
2017-2018 – 3.0%

7.2 PAYROLL INSTALLMENTS

Employees will be paid bi-weekly per the pay calendar as developed by the Business Office. When the first pay date after July 1 of any year is scheduled to occur according to the then current schedule before July 5, the pay date will be postponed one week. Employees will be reminded at least twice during the school year in which they will be affected.

7.3 EXTRA COMPENSATION

- A. If a member of the bargaining unit volunteers to be assigned lunch supervision during his/her lunch period or after-school supervision beyond contractual hours, he/she will be additionally compensated at a rate of fifteen dollars (\$15.00) for each assignment.
- B. Breakfast and door duty shall be first filled on a voluntary basis. If no person volunteers, teacher assistants' assignments shall be on an equitable, rotating basis.
- C. If the District is unable to employ a substitute teacher in a classroom where a paraprofessional has been assigned, and the class is divided into more than one classroom, with the pre-approval of the Superintendent or his/her designee, the paraprofessional will receive fifty dollars (\$50.00) for each additional classroom where students he/she is responsible for are assigned. If the classroom where the paraprofessional has been assigned receives extra students that they are responsible for, with the pre-approval of the Superintendent or his/her designee, the paraprofessional shall receive fifty dollars (\$50.00) per day.

7.4 EXPERIENCE CREDIT

New hires or rehires to the District may be given credit for prior work experience in a specific category or its equivalent to the category as an Educational Support Personnel (ESP). Administration may grant up to five (5) years of prior work experience, with appropriate documentation, for placement on the salary schedule. The Employee will be placed on the salary schedule one step higher than the year(s) of experience granted. The HESPA President will be notified in writing if such new hires or rehires are placed on the salary schedule on a step other than step 1.

7.5 TUITION REIMBURSEMENT

- A. Tuition Reimbursement shall be available to Employees for semester hours of credit earned from an accredited institution. The tuition reimbursement shall be paid for education that leads to teacher certification or maintains or improves the Employee's skills. Course work must be approved by the Superintendent before reimbursement is paid. Tuition reimbursement shall not be paid for course work for a new trade or business outside of the educational environment.
- B. Criteria for Tuition Reimbursement is as follows:
 - 1. Reimbursement for tuition shall be limited to a maximum of nine (9) semester hours in one fiscal year, July 1 through June 30.
 - 2. A course grade of "B" or better, or "pass" if no grades are assigned, is necessary for reimbursement to be provided. There will be no tuition reimbursement for courses taken for audit.
 - 3. A maximum of one hundred twenty-five dollars (\$125) per semester hour

of credit, or the actual semester hour cost if it is less than one hundred twenty-five dollars (\$125) per semester hour, shall be reimbursed based upon paid receipt submitted with the request for reimbursement.

4. An official transcript shall be submitted to the Personnel Department prior to any payment of reimbursement.
5. Reimbursement shall be paid to the Employee at the end of the fiscal year. Employees that want their check mailed shall leave a stamped, self-addressed envelope with the Business Department.
6. The Employee must have three (3) years of in-district experience for tuition reimbursement.

C. Course work cannot be taken during the regular workday.

7.6 EXTRA-DUTY PAY

	Annual	2015-2016	2016-2017	2017-2018
A. <u>SPORTS/OTHER ACTIVITIES</u>				
7th and 8th Grade Basketball (Boys)		\$1674.00	\$1684.00	\$1694.00
7th and 8th Grade Basketball (Girls)		\$1674.00	\$1684.00	\$1694.00
K-6 Grade Basketball (Boys)		\$718.00	\$728.00	\$738.00
K-6 Grade Basketball (Girls)		\$718.00	\$728.00	\$738.00
Cheerleaders		\$775.00	\$800.00	\$825.00
Scorekeeper		\$575.00	\$600.00	\$625.00
Timekeeper		\$575.00	\$600.00	\$625.00

Others:	2015-2016	2016-2017	2017-2018
Activities that meet one (1) time per week in a 10-week period	\$386.00	\$396.00	\$406.00
Activities that meet two (2) times per week in a 10-week period	\$503.00	\$523.00	\$543.00
Activities that meet three (3) times per week in a 10-week period	\$611.00	\$633.00	\$655.00
Activities that meet four (4) or more times per week in a 10-week period	\$721.00	\$741.00	\$761.00

- B. Hourly stipends for activities before/after school (i.e., training, etc.) which are approved by the Superintendent or his/her designee will be paid:

Year	Hourly Rate
2015-2016	\$30.00
2016-2017	\$30.00
2017-2018	\$30.00

- C. Preschool after-school activities sponsors will be paid a stipend of \$45.00 per activity.
- D. Extra-duty reimbursement shall be made twice during the school year, in December and June, at dates scheduled by the Superintendent or his/her designee.

7.7 RETIREMENT BENEFIT

- A. To qualify for retirement benefit/bonus, the retiring employee must meet the qualification of one of the following options:
- Option A Employees with 20 – 24 consecutive years of service in District 152 and at least fifty-five (55) years of age shall receive an additional \$7,000.00 to be paid to the employee seventy-five (75) days after his/her retirement date. Notification of retirement must be submitted at the beginning of the employee’s last working year.
- Option B Employees with 25 and up consecutive years of service in District 152 and at least fifty-five (55) years of age shall receive an additional \$8,000.00 to be paid to the employee seventy-five (75) days after his/her retirement date. Notification of retirement must be submitted at the beginning of the employee’s last working year.

B. POST-RETIREMENT BOARD CONTRIBUTION TOWARDS MEDICAL INSURANCE

Following a bargaining unit member's retirement under this section, the Board shall contribute \$4,220.00 per year for up to ten (10) years or until the member attains 65 years of age, whichever shall occur first, towards the cost of the member's major medical health insurance.

7.8 ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)

- A. The parties agree that in the bargaining the benefits contained in the August 1, 2015 through July 31, 2018 contract, the parties' shared intent was not to subject the Board to any IMRF accelerated payment obligation to IMRF. The District and HESPA agree to create a form that will identify extra duties/activities employees perform for additional pay. The form(s) will be signed by the building administrator and the employee. The original form will be sent to District Office, and both the building administrator and employee will retain a copy. In the event the District receives an Accelerated Payment invoice, the parties agree to meet in order to clarify which earning(s) increase was the cause of the Accelerated Payment invoice.
- B. The parties also agree it is the responsibility of the Board, upon receipt of an Accelerated Payment invoice, to timely notify IMRF that the increase in pay was due to one of the following earnings increase exceptions:
1. Overtime or overload;
 2. Increase in the number of hours required to be worked;
 3. Employment promotion resulting in increased responsibility and workload;
 4. Earnings increases from members who are more than ten (10) years from retirement eligibility;
 5. Earnings increases attributable to personnel policies,
 - a. which are not applicable to employees who began service on or after January 1, 2012; and
 - b. which were adopted before January 1, 2012.
- C. The parties agree no employee eligible to retire within ten (10) years shall receive compensation which will result in an Accelerated Payment bill to the Board pursuant to the Illinois Pension Code (40 ILCS 5/7-172 [k]).

**ARTICLE VIII
EMPLOYMENT CONDITIONS**

8.1 SENIORITY

- A. Seniority is defined as the length of service in a District position which is in the bargaining unit. Accumulation of seniority shall begin from the Bargaining Unit Member's first day of work. Probationary Employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work. In the event two (2) or more individuals have the same seniority date, position on the seniority list shall be determined by a lottery conducted by the HESPA President and the Superintendent or his/her designee prior to issuing the list.
- B. Part-time Bargaining Unit Members shall accrue seniority on a pro-rata basis.
- C. The Board shall prepare, maintain and conspicuously post the seniority list by classification annually by February 1. Copies of the seniority lists and subsequent revisions shall be given to the HESPA President.
- D. Seniority shall be lost for the following reasons:
 - 1. Resignation
 - 2. Dismissal for cause
 - 3. Retirement
 - 4. Being on layoff for a period of two (2) years

8.2 LAYOFF (REDUCTION IN FORCE)

- A. Reduction-in-force is defined as a reduction in the hours of an Employee or honorable discharge of an Employee due to a decision by the Board to decrease the number of Bargaining Unit Members employed or the discontinuance of a particular type of service performed by Employees in the Bargaining Unit.
- B. If a member of the Bargaining Unit is to be reduced or dismissed as defined in 8.2(A) above, written notice shall be given to the Employee by certified mail, return receipt requested, at least thirty (30) days before the end of the school term, together with a statement of honorable dismissal and the reasons therefor.
- C. The Employee with the shorter length of continuing service with the District, within the respective category of position, shall be reduced or dismissed first. For the purposes of this section, each Bargaining Unit Member shall be placed in one (1) of the following categories based on his/her current assignment:
 - 1. Clerical (Office)
 - 2. Computer Assistants
 - 3. Health Assistants

4. Media Assistants
5. Parent Coordinators
6. Bilingual Outreach Worker
7. Bilingual Liaison Translator
8. Parent Outreach Worker
9. Safety Assistants
10. Secretarial (Office)
11. Teachers' Assistants

- D. During the first sixty (60) days of layoff, all fringe benefits will be continued by the Board. Laid-off Employees may continue insurance benefits during their period of recall at their own expense.
- E. All seniority shall be lost as stipulated in 8.1 (D.) upon resignation, retirement, and dismissal for cause or upon layoff when recall rights expire.

8.3 RECALL

- A. In no case shall a new Employee be hired while there are Bargaining Unit Members who are qualified for a vacant or newly-created position. If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be offered by registered or certified mail to the last known address as shown in the Employee's records to the Employees so removed or dismissed from that category of position, so far as they are qualified to hold such positions. Employees on layoff shall maintain a current address and phone number on file with the District office.
- B. A Bargaining Unit Member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights.

8.4 INVOLUNTARY TRANSFERS

- A. No Employee will suffer a reduction in pay or seniority 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.
- B. The Board shall use qualification, performance, experience in a specific program or with specific student needs in determining which Employee is to be transferred. In the case where an involuntary transfer is made, if all other factors are equal, the least senior of the involved Employee shall be transferred.

8.5 WORKDAY - WORKWEEK - WORK YEAR

Position:	Hours/Year	Days/Year	Hours/Day
1) Clerical/Secretarial	1,462.5	195	7.5
10-Month Secretary	1,350	180	7.5
School Not in Session	97.5	15	6.5
2) Media Assistants	1,202.5	185	6.5
3) Non-certified Nurses/Health Attendants	1,170.0	180	6.5
4) Parent Coordinators—Flexible Hours	1,170.0	180	6.5
5) Parent Outreach Person(s)*	1,350.0	180	7.5
6) Teacher's Assistants/Computer Assistants & Health Assistants*	1,170.0	180	6.5
7) Truant Officers	1,350.0	180	7.5
8) Safety Assistants	1,350.0	180	7.5

* All positions are subject to available funding.

8.6 WORK YEAR

The work year for all Employees shall be from July 1 through June 30.

8.7 JOB VACANCIES

- A. The Board shall post announcements for vacant or newly created positions in an electronic data-base (now called Applitrack) designated for the use of all employees and job seekers and/or applicants. At the time of posting, the President of HESPA shall receive an electronic copy and a hard copy of all vacant and newly created positions in the bargaining unit. Announcements containing a description and requirements of the job, salary range, work year and other pertinent information will be posted in District buildings and in an electronic data-base designated for the use of all employees and job seekers and/or applicants. Requests for consideration for said vacancy shall be submitted in the electronic format required by the data-base software (as referred to above). Requests for consideration for said vacancy shall be submitted in the format stated above to the Superintendent's office within five (5) working days following the posting of the opening.
- B. Vacancies shall be posted for five (5) working days and except in cases of emergencies, vacancies shall not be filled on a temporary basis until the posting period has expired. All current Employees shall be considered for each vacancy. In compliance with Section 8.3, 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.
- C. During the summer, the Board shall continue to post vacancies and newly created positions in an electronic data-base designated for the use of all employees and job seekers and/or applicants and in District buildings and the Central Administration office. At the time of

posting, the President of HESPA shall be mailed a copy and be notified via e-mail of all vacant and newly created positions in the bargaining unit. Summer postings shall be for a period of ten (10) working days.

8.8 EMERGENCY SCHOOL CLOSING CAUSED BY INCLEMENT WEATHER

This section was deleted per *Letter of Understanding Regarding Twelve (12)-Month Employees* signed August 1, 2000. See page 30.

8.9 PAID HOLIDAYS

This section was deleted per *Letter of Understanding Regarding Twelve (12)-Month Employees* signed August 1, 2000. See page 30.

8.10 OVERTIME

All work over and above the standard workweek of forty (40) hours shall be compensated at the rate of one and one-half (1½) times the normal rate of pay.

8.11 VACATIONS

This section was deleted per *Letter of Understanding Regarding Twelve (12)-Month Employees* signed August 1, 2000. See page 30.

8.12 PROMOTIONS/TRANSFERS

A. Promotions (moving to a higher group) and transfers (lateral moves) will be based on considerations of factors such as qualifications, seniority, job performance, results of interviews with appropriate Administration. The ability to function in the new position will be determined by evaluating the following areas:

1. Technical skill evaluated by prescribed, standardized tests;
2. Experience in this line of work, in or out of the District;
3. Special needs the particular job may have. These must be specifically outlined by the supervisor at the interview.

B. The successful applicant shall be paid at the appropriate rate within that position's category and shall be evaluated at the end of sixty (60) calendar days (or sooner, if necessary) by the immediate supervisor to show whether or not he/she is performing satisfactorily on the job. This evaluation will be placed in the applicant's file.

C. See Article VIII, Section 8.1, for seniority rights.

8.13 SUMMER SCHOOL

- A. Participation in the summer school program shall be voluntary.
- B. When the decision is made to hold a summer school program, the District will immediately post in each building a notice that a summer school program will be undertaken.
- C. Applications for non-certified positions will be distributed at the same time applications for certified positions are distributed.
- D. Any employee has the opportunity to participate in the summer school program. Positions within the bargaining unit shall be offered to current employees, with at least a Satisfactory/Average rating, who apply before non-employees outside the bargaining unit are hired.
- E. Summer school positions shall be assigned based on an equitable rotating basis. Bargaining unit members shall not work more than two (2) consecutive summers. If there are open positions, bargaining unit members that applied for a summer school position and did not work the previous summer shall be placed in the open positions on a seniority bases.
- F. Once bargaining unit members have been hired to work summer school, a list shall be posted and a copy sent to the HESPA President

8.14 COMPENSATION TIME

Employees who are requested to attend special evening events, such as but not limited to family night, open house, family movie night, family reading night, etc., shall be considered for compensation time with approval of the building principal/designee to the amount of time spent at the special event. Compensation time shall be taken within four (4) weeks of the time it is earned.

**ARTICLE IX
FRINGE BENEFITS**

9.1 SICK LEAVE BANK

A. PARTICIPATION

The Board of Education, in cooperation with the Union, shall establish a Sick Leave Bank. All full-time Bargaining Unit Members may participate in the Bank. The Bank shall be applicable only to the illness of the Bargaining Unit Members.

ADMINISTRATION OF BANK

The Board of Education shall administer the Sick Leave Bank.

The parties hereby agree that a joint committee of not more than three (3) officers of the Association, a principal, and the Superintendent or his/her designee shall form a joint

committee to act in an advisory capacity to the Board of Education, to make recommendations to the Board as to those full-time, Bargaining Unit Members ("covered member") who are to be recipients of the sick leave bank allotments. Nothing contained herein shall diminish the authority of the Board of Education to be the final authority, determining body, and administrator of the Sick Leave Bank.

B. DONATION OF DAYS

Each Bargaining Unit Member who chooses to join the bank shall donate one (1) day of his/her sick leave to the Bank on a yearly basis. In the 2015-16 school year the Board donated ten (10) days to the Bank. In the 2016-17 school year only, the Board will donate an additional ten (10) days to the Bank. In the 2017-18 school year, the Board will donate (up to) an additional ten (10) days to the Bank, one for each day the union members, donate up to a limit of 10.

Bargaining Unit Members may enroll in the Sick Leave Bank within thirty (30) days of initial employment or, on or before September 30 of each school year. The President of the Association and the Superintendent shall receive a list of the members of the Sick Leave Bank (to be prepared by the Central Office) each school year.

C. INTENT OF BANK

The intent of this Bank is to provide additional financial protection of those covered members who incur a period of prolonged illness or hospitalization. The Bank shall not be applicable to any staff member during any leave of absence. It is the intent of both parties to strive to retain good attendance in the District and the Board retains the right to re-examine the Bank if the absence rates increase.

D. PROCEDURE TO USE/WITHDRAW DAYS

A member may withdraw days from the Bank under the following circumstances:

- (a) His/her own accumulated and accrued sick leave has been totally depleted.
- (b) Covered members will become eligible for the sick leave bank according to the following interval schedule:

NUMBER OF SICK DAYS AT BEGINNING OF THE YEAR	INTERVAL
100 or more days	No Interval
50 – 99.5 days	5 School Days
20 – 49.5 days	10 School Days
0 – 19.5 days	20 days

- (c) A doctor's written verification of illness must be presented to the Board for review prior to any days being used from the Bank.
- (d) The maximum number of days which may be withdrawn by an individual staff member shall be twenty (20) or until the end of the school term, whichever is

less.

E. ACCUMULATION OF DAYS

Days contributed to the Bank which have not been withdrawn in accordance with the administrative procedures established by the Board shall remain in the Bank for use in the succeeding school year.

F. RETENTION OF DAYS WITHDRAWN

The staff members receiving days from the Bank shall not be required to pay back the number of days obtained from it.

G. LIMITS

When the Sick Leave Bank has accumulated two hundred fifty (250) days, no days will be contributed by the covered Employees until the total days in the bank are decreased to one hundred (100), one day will be contributed by each Bargaining Unit member at the beginning of the next school year, and each school year until the total days number two hundred fifty (250).

Any Bargaining Unit Member who leaves the Bank shall lose days donated.

9.2 INSURANCE

A. Each full-time Employee who is regularly scheduled to work six and one-half (6½) hours per day or more, the Board shall provide the following amounts per month to purchase 1) Hospital, Surgical and Major Medical Insurance, 2) \$30,000.00 Term Life Insurance and 3) Dental Insurance:

Individual Insurance:

2015-2016	\$550.00
2016-2017	\$575.00
2017-2018	\$600.00

Member +1:

2015-2016	\$700.00
2016-2017	\$725.00
2017-2018	\$750.00

Family:

2015-2016	\$1000.00
2016-2017	\$1025.00
2017-2018	\$1050.00

All amounts over and above the allotments listed above necessary to fund the employee's chosen insurance shall be paid by the employee through payroll deductions.

- B. If insurance rates increase, Bargaining Unit Members who want to change coverage from PPO to HMO shall be allowed to do so during the open enrollment period.
- C. The Administration will provide Bargaining Unit Members an informational meeting prior to the open enrollment period.
- D. An insurance advisory committee consisting of no more than six (6) persons will be created. Both the Board and the HESPA President may appoint up to three members of the committee. This committee will be co-chaired by one representative of the Board and one representative of HESPA.

This committee will meet monthly or more frequently if needed. The committee will meet at times other than scheduled working hours.

The charge of this committee will be to explore cost saving measures. It will work with the administrator of the insurance policy to carefully consider such things as the amounts of deductibles, out of pocket maximums, the costs of prescription drugs, and any other the committee or the administrator of the policy deem appropriate.

The committee shall research the feasibility of joining an insurance cooperative as a cost saving measure.

Decisions will be made by consensus of committee members. Recommendations of this committee will be presented to the Board.

9.3 INSURANCE PARTICIPATION

A full-time Employee who retired under the Illinois Municipal Retirement Fund (IMRF) from the District or is age sixty (60) or older may elect to, at the Employee's own expenses, continue to participate in the District's group health plan.

ARTICLE X LEAVES

10.1 SICK LEAVE

- A. Sick leave for Educational Support Personnel shall be:
 - 1. Part-time Employees shall have ten (10) days per year.
 - 2. Full-time Employees who have worked in the District one (1) to five (5) years shall have twelve (12) days per year.
 - 3. Full-time Employees who have worked in the District more than five (5) years

shall receive fourteen (14) days per year.

4. The accumulation of sick leave is unlimited.
- B. Sick leave is allowed for the following reasons:
1. Personal illness
 2. Serious illness of children, spouse, parents, brother or sister, grandparents, grandchildren or mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or legal guardian.
- C. If the absence for personal illness exceeds five (5) consecutive days, then the Employee may be required to furnish a physician's statement attesting thereto. A doctor's statement shall be presented for any absence the day previous to, or the day following a holiday. Absences in excess of those provided for in the negotiated contract shall be considered in violation of this contract except in extenuating medical circumstances. Such excessive absences may be cause for loss of pay for the day(s) absent. Repeated violations shall be cause for termination in accord with applicable provisions of the contract.

10.2 PERSONAL LEAVE

- A. All full-time regular Employees will be granted personal leave days per the following:
1. Employees with less than ten (10) years of consecutive service or more than ten (10) years of service which is not consecutive: two (2) personal leave days, one (1) of which shall be deducted from accumulated sick leave; or
 2. Employees with ten (10) years or more of consecutive service to the Harvey School District *No. 152*, two (2) personal leave days.
- Such leave shall be nonaccumulative. Unused personal leave days shall be added to the accumulated sick leave of the individual Employee at the end of each school year.
- B. Personal business is defined as business of a personal nature which cannot be conducted at a time not in conflict with the Employee's regular work day, or an emergency over which the Employee has no control and which requires immediate attention. Notice of such leave will be given as far in advance as possible.
- C. The intent of personal leave is not to extend vacation or holiday periods. Except in cases of emergency (which will be upon approval of the Superintendent), leave will not be taken the day before or the day after a legal holiday, nor during the first fifteen (15) nor the last fifteen (15) calendar days of the school year except for religious holidays.
- D. In the event of a personal emergency and the employee does not have any personal days available, he/she shall be allowed to take one (1) non-paid day per school year. After one (1)

non-paid day has been taken, documentation must be submitted to the Superintendent for consideration of subsequent non-paid days to be taken.

10.3 FUNERAL LEAVE

Funeral leave up to three (3) days (per occurrence) will be granted to Employees for death in the immediate family or household. It is understood that "immediate family" will be construed as husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law. Days taken for such funerals may be deducted from sick leave or taken without pay.

10.4 MEDICAL LEAVE

Whenever an Employee is off for an extended period of time due to personal health problems, he/she may apply for a medical leave without pay. Such leave, shall be granted for up to twelve (12) work weeks in any school year if required by the Family Medical Leave Act. If required, under the FMLA, the Employer will continue insurance benefits during the period of the leave. Any leave beyond that required by the FMLA if approved by the Board, will permit the Employee to continue any life, medical and dental insurance coverage that he/she has with the District group carrier at his/her own expense.

10.5 JURY DUTY

An Employee who has been called for jury duty will not suffer any loss of pay. The Employee will receive his/her regular salary, provided he/she provides the District with a "copy" of the check received from the Court.

10.6 ABSENCE DUE TO WORK-RELATED INJURY

No Employee shall lose pay or benefits as a result of an injury on the job with a doctor's statement describing the injury, the treatment and the necessity for absence, if any. When an Employee is injured on the job and is eligible for Worker's Compensation benefits, the Employee will have two (2) options regarding salary:

1. He/She may receive only the Worker's Compensation check which is sixty percent (60%) of the Employee's average straight time pay, subject to marital status and number of dependents, and not to be charged for any sick days, or
2. He/She may choose to have his/her time away from work deducted from his/her full salary and in turn, return his/her Worker's Compensation check to the District. In this case, the Employee will have one-third (1/3rd) of a sick leave day deducted for each day of absence from work.
3. In the event the Employee is compensated by Worker's Compensation for the first three days of injury, he/she will repay the District the amount of compensation received from Worker's Compensation for said days.

10.7 LEAVE OF ABSENCE WITHOUT PAY

Any Employee with four (4) years of experience may make a written request to the Superintendent for a leave of absence without pay, not to exceed one (1) school year. The written request must include the beginning and ending dates. This leave may be granted at the discretion of the Superintendent with the approval of the Board of Education. Placement upon return shall be determined by the Superintendent upon the basis of vacancies and qualifications of the Employee. Upon return to duty, the Employee shall receive salary and classification not lower than that to which he/she was entitled at the time of such leave and receive his/her previously accumulated sick leave.

Any Employee may continue his/her health insurance while on an unpaid leave of absence for the cost of premiums at his/her own expense. The Employee shall prepay the premiums to the District Office prior to the first of the following month.

ARTICLE XI GRIEVANCE PROCEDURE

11.1 PRE-GRIEVANCE PROCEDURE

A sincere effort shall be made to resolve any disagreement by a personal and respectful exchange between a Bargaining Unit Member and the building Principal and/or immediate supervisor before differences become grievances.

11.2 DEFINITION OF GRIEVANCE

A grievance shall be any claim by the Association, an Employee, or group of Employees:

- A. That there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement or policy of this School District only as such policies relate to wages, hours, terms and conditions of employment.
- B. That a Bargaining Unit Member has been treated unfairly or inequitably by reason of any act or condition which is contrary to this Agreement.
- C. A grievance may be withdrawn by written notification to concerned parties at any level.
- D. Any Bargaining Unit Member covered by this Agreement shall have the right to present grievances in accordance with these procedures. The aggrieved Bargaining Unit Member may present the grievance to the Association and the Association will determine if a formal grievance will be initiated. The Association may pursue these provisions on behalf of the aggrieved Bargaining Unit Member.
- E. However, any individual Employee or group of Employees may at any time present grievances to their Employer and have them adjusted without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement, and provided that the

bargaining representative has been given an opportunity to be present at such adjustment.

- F. Whenever in parts of this Article the word "Bargaining Unit Member" appears, it shall be construed to mean "Association" or its designee sitting on behalf of the "Bargaining Unit Member", except as provided in Section D above. Whenever the word "Superintendent", "Board," or "Principal" appears, it shall mean the person or designee.
- G. "Working Days" when used shall be defined as Bargaining Unit Member attendance days during the school term; during the summer break "days" shall mean days when the Central Administrative office is officially open for business.

11.3 FIRST STAGE

The aggrieved Bargaining Unit Member shall file the grievance in writing and, at a mutually agreeable time, within fifteen (15) working days, shall discuss the matter with the principal in the presence of the Association's representative, with the objective of resolving the matter. The filing of the grievance at the first stage must be within fifteen (15) working days of the aggrieved becoming aware of the grievance. The Principal who has the authority to make a decision on the grievance shall make such decision and communicate it in writing to the Bargaining Unit Member, Superintendent, and the Association's representative within ten (10) working days after the conclusion of the meeting. In the event a time limit expires without the issuance of a written reply by the principal or in the event the principal elects not to hear the grievance, the aggrieved shall have the right to submit the grievance to the next level. In the event the grievant so desires and in the event the grievance is of a nature that affects more than one (1) school, the grievance may be moved immediately to the second stage by mutual consent of the Superintendent and the President of the Association.

11.4 SECOND STAGE

In the event a grievance has not been resolved as a result of observance of the First Stage, the aggrieved Bargaining Unit Member may file, within ten (10) working days of the Principal's written decision or reply, two (2) copies of the grievance. One (1) copy shall be filed with the president of the Association and one (1) copy shall be filed with the Superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved, the Association representative, the Principal involved at the First Stage, and the Superintendent shall meet to resolve the grievance. The Superintendent shall file a reply within ten (10) working days of receipt of the grievance, and communicate it in writing to the teacher, principal, Association representative, Board President, and Association President.

11.5 THIRD STAGE

If the grievance is not resolved by the procedure outlined in the Second Stage, within twenty (20) working days of the receipt of the Superintendent's written reply, there shall be available a third step of binding arbitration. If within fifteen (15) days of the filing of the demand for arbitration with the Employer the parties cannot agree on an arbitrator, the demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) working days from the conclusion of the Second Stage, then the grievance shall be deemed withdrawn.

- A. Jurisdiction of the arbitrator shall be limited to determining questions involving the interpretation, application or alleged violations of the terms of this Agreement and/or policies of this School District only as such policies relate to wages, hours, terms and conditions of employment.
- B. The arbitrator is empowered to include reasonable recommendations including money awards or other remedies; however, nothing contained herein shall grant to the arbitrator the authority to grant punitive damages.
- C. Each party shall bear full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
- D. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties.
- E. The arbitrator's binding findings and recommendations shall be made available to the Board for implementation within (30) days of the arbitrator's award. There shall be no appeal from the arbitrator's award except where expressly provided by law. The arbitration proceedings shall take place at a mutually selected place.
- F. All documents, communications or records dealing with the grievance shall be filed separately from the personnel files of the participants. No reprisals shall be taken by anyone because of the Employee's participation in a grievance.
- G. Bargaining Unit Members shall pursue employment disputes covered by the Agreement through the grievance procedure provided in Article XI of the Agreement and shall not pursue external remedies through agencies or courts as an initial remedy.
- H. Should an arbitration hearing require that an Employee and/or an Association representative be released from his or her regularly scheduled duties, the Employee and/or Association representative shall be released without loss of pay, leave time, or benefits. If the arbitrator rules against the Association or the Employee, the Association and/or the Employee shall reimburse the Board for the cost of the substitutes.
- I. By mutual agreement of the parties, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

ARTICLE XII DISCIPLINE OR DISMISSAL

12.1 CAUSE

No Employee shall be disciplined or dismissed without just cause. Disciplinary action shall be progressive wherever appropriate, and afford an Employee substantive and procedural due process.

12.2 NORMAL DISCIPLINARY SEQUENCE

The normal disciplinary sequence shall be as follows:

1. Oral Reprimand
2. Written Reprimand
3. Suspension with or without pay, or demotion
4. Discharge

This subdivision shall not be interpreted to prevent the School Board or administration from changing the above sequence depending upon the severity of the action for which the discipline is being administered.

12.3 TERMINATION ACCOMPANIED BY REASONABLE NOTICE AND SHALL BE IN WRITING

Reasons for termination of employment shall be accompanied by reasonable notice and shall be in writing to the Employee.

12.4 COMPLAINTS AGAINST EMPLOYEES

Employees shall be advised of any complaints coming from parents, students, or teachers as soon as practical but no later than five (5) working days after receipt of such complaint provided the Employee is not on a leave at that time. The Employee and his/her immediate supervisor shall cooperate in the resolution of such complaints by scheduling and participating in such meetings as may be requested by the supervisor or the Employee.

An employee shall not be disciplined as a result of an unfounded anonymous complaint. Unfounded complaints shall not be included in an Employee's personnel file.

ARTICLE XIII TERMS OF AGREEMENT

13.1 JOB DESCRIPTION

All work currently and historically performed by Bargaining Unit Employees, defined according to the Board approved job descriptions in the manual, will continue to be performed by Bargaining Unit Employees.

13.2 NO STRIKES/NO LOCKOUTS

The Board of Education and Administration shall not lockout any Bargaining Unit Member during the term of this Agreement.

In the event a Bargaining Unit Member reports to an assigned work area where a non-Bargaining Unit Member is engaged in a strike, the Bargaining Unit Member shall, during the strike, perform only those duties regularly assigned to Bargaining Unit Members. Bargaining Unit Members shall not be requested to perform non-Bargaining Unit Members' duties or activities.

The Association agrees that it will not, during the period of this Agreement, engage in a strike.

13.3 COMPLETE UNDERSTANDING

The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties and takes precedence over any rules, regulations or practices of the Employer.

13.4 SEVERABILITY

If any section, paragraph, clause, phrase or part of this agreement is for any reason held invalid, such decision shall not affect the validity of the remaining provisions of this Agreement; and the application of these provisions to any person or circumstances shall not be affected thereby.

13.5 DATES OF CONTRACT

This Agreement shall be in effect from August 1, 2015 through July 31, 2018.

SIGNATURE PAGE

BOARD OF EDUCATION -SCHOOL DISTRICT # 152

BY: _____
President

ATTEST:

Secretary

Date Signed: _____

HARVEY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

BY: _____
President

ATTEST:

Secretary

Date Signed: _____

**APPENDIX I SALARY SCHEDULE
HARVEY PUBLIC SCHOOLS, DISTRICT NO. 152**

All monies will be retroactive.

**COMPUTER ASSISTANT /
PARAPROFESSIONAL**

STEP

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

OFF

STEP 6.5% 6.5% 6.5%

HEALTH ASSISTANT

STEP

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

**MEDIA ASSISTANT / BILINGUAL
OUTREACH WORKER**

STEP

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

OFF

STEP 6.5% 6.5% 6.5%

SECRETARY

STEP

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

**OFF
STEP**

6.5% 6.5% 6.5%

**PARENT COORDINATOR /
BILINGUAL LIAISON TRANSLATOR**

STEP

- 1
- 2
- 3
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- 8
- 9
- 10

SAFETY ASSISTANT

STEP

- 1
- 2
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- 9
- 10

**OFF
STEP**

6.5% 6.5% 6.5%

LETTER OF UNDERSTANDING REGARDING TWELVE (12)-MONTH EMPLOYEES

Signed _____