

Agreement between the

Hononegah Educational Support Staff Association, IEA-NEA

and the

Hononegah Community High School Board of Education District #207

> 2021-2022 2022-2023 2023-2024

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TABLE OF CONTENTS

Article I – Recognition			
Artic	le II – Rights and Responsibilities		
2.1	Agenda	4	
2.2	Open Minutes	4	
2.3	Announcements	4	
2.4	Use of School Buildings	5	
2.5	Review of Personnel File	5	
2.6	Job Descriptions	5 5	
2.7	Safe Working Conditions	5	
2.8	Right of Representation	6	
2.9	Absence Due to "On the Job" Injury	6	
2.10	Labor Management Committee	6	
2.11	Vacancy Notices and New Positions	7	
2.12	Newly Hired Bargaining Unit Members	7	
2.13	Association Leave	7	
2.14	Notification of Tentative Assignments	8	
2.15	Changes to Work Hours	8	
2.16	Voluntary Transfers and New Positions	8	
2.17	Involuntary Change of Assignments	8	
Artic	les III – Evaluation		
3.1	Frequency	9	
3.2	Orientation	9	
3.3	Evaluation Instrument	9	
3.4	Evaluation Conference	9	
Artic	le IV – Employee Discipline		
4.1	Probation Status	10	
4.2	Disciplinary Procedure	10	
4.3	Written Notice to Appear	10	
4.4	Investigation and Right to be Pre-Disciplinary Conference	10	
4.5	Disciplinary Conference	11	
4.6	Just Cause Suspension without Pay and Termination	11	
Artic	le V – Grievance Procedure		
5.1	Definition	11	
5.2	Procedure	11	
Artic	le VI – Seniority		
6.1	Job Category	13	
6.2	Defined	13	
6.3	Recall Period	14	
6.4	Waiver of Recall	14	

Article VII – Leaves of Absence

	it v II – Leaves of Absence	
7.1	Sick Leave	14
7.2		15
7.3		17
7.4		17
7.5	Retirement Incentive	17
Artic	le VIII – Fair Share	20
Artic	le IX – Salary and Fringe Benefits	
9.1	Salary	22
9.2	Salary Schedule Movement	22
9.3	Service Incentive	23
9.4	Pay Schedule	23
9.5	Open Enrollment	23
9.6	Health Insurance	24
9.7	Vision	25
9.8	Dental Insurance	25
9.9	Life Insurance	25
9.10		25
	Overtime	26
	Break Periods	27
9.13	Lunch Period	27
9.14	Emergency Call Back	27
9.15	Materials Reimbursement/Mileage Reimbursement	27
9.16	Vacations	28
9.17	Holidays	28
9.18	Certification/Recertification	29
9.19	Tuition Reimbursement	29
9.20	Transfer to a 12 Month Position	29
9.21	Miscellaneous Supervision	30
9.22	Uniforms	30
Artic	le X – Effect of Agreement	
10.1	Complete Understanding	31
10.2	Savings Clause	31
10.3	No Strike	31
10.4	Duration	31
Appe	ndix A	
2021-	2022, 2022-2023 and 2023-2024 Salary Schedules	32-34
Appe	ndix B	

IT Certification Roadmap (CompTIA)	35-37
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ARTICLE I RECOGNITION

- 1.1 The Hononegah Community High School District (hereinafter referred to the "District" or the "Board") recognizes the Hononegah Educational Support Staff Association IEA/NEA (hereinafter referred to as the "Bargaining Unit Member"), as the exclusive collective bargaining agent for all regularly employed full-time and part-time administrative assistants, custodial, maintenance, computer technicians, full-time non-(school)certified nurse and paraprofessionals. Specifically excluded from the bargaining unit are all other educational support personnel employees including but not limited to cafeteria personnel, computer teacher aides, PAC Theatre Manager, and the Night Supervisor of Custodians, the seasonal outside grounds person, the part-time nurse, security personnel, the Director of Building and Grounds, the Director of Food Services, the Director of Technology, and all employees excluded under the Illinois Educational Labor Relations Act including but not limited to all supervisors, managerial, confidential, and short-term employees.
- 1.2 Unless noted differently, all regularly employed part-time employees shall be included in the bargaining unit except that their salaries and benefits shall be based upon their fractionalized employment status.

For the purpose of this Agreement, a full-time Bargaining Unit Member is defined as a person who works at least thirty hours (30) per week and at least thirty-six (36) weeks in one school year.

ARTICLE II RIGHTS AND RESPONSIBILITIES

2.1 AGENDA

The District shall forward a copy of the prepared agenda for special or regular Board of Education meetings to the Association President at least forty-eight (48) hours prior to such meeting. The forty-eight (48) hour requirement may be waived in the case of an emergency.

2.2 **OPEN MINUTES**

A signed copy of the open minutes of the Board of Education regular or special meetings shall be forwarded to the Association president within ten (10) days of the Board's approval.

2.3 ANNOUNCEMENTS

Subject to approval of the Building Principal, Association announcements may be read over the intercom and/or added to the daily announcements in the same manner as school

announcements. The Association shall have access to the district e-mail system for announcements. The reading of such announcements over the intercom system shall not be the responsibility of the Building Principal. Any Association announcements shall not impact upon the student body.

Use of District mailboxes shall be permitted for the transmittal of Association business by the Association's designated officer.

2.4 USE OF SCHOOL BUILDINGS

The local Association shall have the right, upon the approval of the Superintendent or designee, to use the school building for meetings, provided that such meetings do not interfere with instructional and/or extra-curricular programs. Whenever special custodial service is required, the Board may make a reasonable charge for this service.

2.5 **REVIEW OF PERSONNEL FILE**

Each Bargaining Unit Member shall have the right to review the contents of said Bargaining Unit Member's personnel file, with the exception of pre-employment confidential materials, and to attach and place therein written reactions to the contents within a ten (10) school day time period. The Bargaining Unit Member may review his/her file upon forty-eight (48) hours written advance notice submitted to the Superintendent or his/her designee during the regular business hours established by the central office or at a time mutually agreeable with the Superintendent and the Bargaining Unit Member. The Bargaining Unit Member may not remove any material from said file and must review the content of his/her file in the presence of the Superintendent or his/her designee.

2.6 **JOB DESCRIPTIONS**

Each Bargaining Unit Member will be given a copy of his/her job description which will be reviewed annually with the Bargaining Unit Member's supervisor. Evaluations of Bargaining Unit Members will be based on the job descriptions.

Building Administration may collaborate with HESSA Officers for job description modifications, position category placement modifications, and/or the addition of new positions prior to a recommendation being submitted to the Board of Education for approval.

2.7 SAFE WORKING CONDITIONS

The Board shall endeavor to provide a work environment that considers Bargaining Unit Member health and safety. One way that the Board shall be deemed to have met the aforementioned goal is through compliance with applicable standards required by law. Bargaining Unit Members shall promptly report unsafe or hazardous conditions to an appropriate school authority, or in the absence of an appropriate school authority, to appropriate non-school authorities (e.g. fire department, police department).

2.8 **RIGHT OF REPRESENTATION**

When a Bargaining Unit Member is required to appear before his/her immediate supervisor or the Superintendent concerning a matter which may lead to the Bargaining Unit Member's termination, reduction in salary, suspension with or without pay, or a written reprimand which will be placed in the personnel file, he/she shall be entitled to have a representative present upon request. For remediable offenses, a twenty-four (24) hour notice (either verbal or written) shall be given the Bargaining Unit Member. All time parameters may be waived in the case of irremediable actions of the Bargaining Unit Member.

2.9 ABSENCE DUE TO "ON THE JOB" INJURY

Absence due to injury incurred in the course of the Bargaining Unit Member's work day while conducting assigned duties shall be treated as sick leave. For absence due to "on the job" injury, the Bargaining Unit Member may use up to three (3) days of accumulated sick leave for the first three (3) days of absence. However, income received from Worker Compensation shall be deducted from the District's compensation liability to the Bargaining Unit Member. When income from other than District funds is received by the Bargaining Unit Member, due to his/her injury, the District shall only be responsible for the remaining salary owed the Bargaining Unit Member. The intent of the District is that in no case shall the Bargaining Unit Member who was injured while performing his/her duties receive more than one hundred percent (100%) of his/her gross salary.

If the Bargaining Unit Member receives Workers' Compensation in the amount of 66 2/3% of his/her regular pay, only 33 1/3% of the total sick days used will be deducted from his/her total accumulation (if any).

2.10 LABOR MANAGEMENT COMMITTEE

A labor/management communication committee, consisting of no more than three (3) members of the Association and no more than three (3) members of the Board/Administration shall be established.

The purpose of the committee shall be to establish and maintain a means of communication other than the collective bargaining process. The committee shall not have the authority to negotiate but shall only be established as an advisory body to both the Board and the Association.

The committee shall meet at least once each semester at mutually determined times as determined by the President of the Association and the Superintendent of Schools. Prior to a mutually agreeable date, the agenda shall be developed by both parties. The agenda shall be followed, and any deviation from it must be approved by both parties. If both parties mutually agree, the meeting will be canceled.

2.11 VACANCY NOTICES AND NEW POSITIONS

A vacancy shall be defined as a position, in the District, which the Board of Education has elected to maintain which is currently open due to resignation, retirement, death or termination. The term "vacancy" shall not apply to any temporary position or a substitute position resulting from an approved leave of absence.

Notice of all available positions in the District will be sent electronically to Bargaining Unit Members. Whenever there is a vacancy in a bargaining unit position, the Board will post the position internally for a period of seven (7) working days.

2.12 NEWLY HIRED BARGAINING UNIT MEMBERS

Within ten (10) days following official Board action, names of newly hired Bargaining Unit Members shall be provided by the Superintendent to the president of the Association. The District shall provide orientation for each Bargaining Unit Member regarding the expectations, standards, equipment and processes to be used in the completion of the responsibilities specified in the Bargaining Unit Member's job description. The District shall provide such training within thirty days from the initial start date in the new position. Examples of training may include, but are not limited to, mandatory participation in in-district or out-of-district "in-service" workshops, attendance at orientation meetings with involved supervisors or Bargaining Unit Members or a period of shadowing with a current Bargaining Unit Member who holds the same or similar position. This provision shall not be construed to relieve candidates or existing Bargaining Unit Members from the requirement that they meet basic qualifications for the position.

2.13 ASSOCIATION LEAVE

In the event that the Association desires to send representatives to regional, state, or national conferences, Association Leave shall be granted in accordance with the following:

- A. Except in the case of an emergency, the Association shall notify the Superintendent or designee in writing at least five (5) days prior to the intended leave day(s). Such a request shall state the specific reason for the requested leave, name of the Bargaining Unit Member(s) and day or days of the leave.
- B. The Association shall limit the number of leave days to four (4) per school year. No more than two (2) Bargaining Unit Members may use Association Leave on the same day.
- C. One additional day of Association Leave will be granted to conduct other Association business at half (1/2) day increments. Except in the case of an

emergency, the Association will notify the Superintendent or designee with 24 hours of the intended leave day.

- D. The Association shall pay the employer the current substitute salary. No payment is needed if the District does not hire a substitute employee.
- E. With mutual consent, meetings with the Superintendent or Assistant Superintendent and the Association may be held during work hours with no loss of pay or benefits to Bargaining Unit Members and not charged to Association Leave.

2.14 NOTIFICATION OF TENTATIVE ASSIGNMENTS

All Bargaining Unit Members shall be given written notice of their tentative assignments for the forthcoming year no later than fourteen (14) days preceding the first day of the new school term. In the event changes in such assignments are proposed, the Bargaining Unit Members affected shall be notified promptly.

2.15 CHANGES TO WORK HOURS

Building administrators will set the Bargaining Unit Member's starting and ending times based upon the needs of the school. The Bargaining Unit Member will be notified in writing two (2) weeks prior to the change or in the case of a significant need determined by the administration, the two (2) week notice will not be required. If the Bargaining Unit Member's schedule needs to change more than one (1) hour this will be considered an involuntary transfer. The Bargaining Unit Member has the right to waive the two (2) week notice to start the new work hours immediately.

2.16 VOLUNTARY TRANSFER AND NEW POSITIONS

A Bargaining Unit Member desiring to apply for a vacant position shall submit his/her application according to the posting requirements within the seven (7) working day period. Prior to the filling of a vacancy, any Bargaining Unit Member who applies shall be granted an interview.

2.17 INVOLUNTARY CHANGE OF ASSIGNMENTS

In the event a Bargaining Unit Member's schedule needs to change more than one (1) hour he/she shall be given verbal and written notice twenty-one (21) days preceding the start of the new hours. The Bargaining Unit Member has the right to waive the twenty-one (21) day notice to start the new assignment immediately.

Such notice shall include assignment location(s), chain of command, and job description. If an assignment needs to be changed following the end of a school term, notification will be given as soon as practical.

Written notice of involuntary transfers shall be provided to the Bargaining Unit Member affected and the HESSA President as soon as practical. Administration or designee shall communicate changes with the department affected. Any Bargaining Unit Member who suffers a reduction in hourly rate of pay or hours as a result of an involuntary transfer shall be provided notice pursuant to Section 10-23.5 of the Illinois School Code.

Extreme or unusual circumstances determined by administration shall be handled on an individual basis by the Superintendent or designee.

ARTICLE III EVALUATIONS

3.1 FREQUENCY

Probationary Bargaining Unit Members shall be evaluated at least once during their probationary period.

Permanent Bargaining Unit Members shall be evaluated at least once every other fiscal year.

3.2 **ORIENTATION**

The District shall provide orientation for each Bargaining Unit Member regarding the expectations, standards, equipment, and processes to be used in the completion of all responsibilities specified in the Bargaining Unit Member's job description. This orientation shall occur before evaluation of the Bargaining Unit Member based on those expectations, standards, equipment, and processes.

3.3 EVALUATION INSTRUMENT

The administration shall evaluate each Bargaining Unit Member in writing using an evaluation instrument designed by the Administration, and shall provide a copy of said evaluation to each Bargaining Unit Member of the support staff.

3.4 EVALUATION CONFERENCE

The evaluator shall have a post conference with the Bargaining Unit Member following the formal evaluation. The Bargaining Unit Member shall have the right to submit a written explanation or other written statements regarding any evaluation for inclusion in his/her personnel file within a ten (10) school day time period.

ARTICLE IV BARGAINING UNIT MEMBER DISCIPLINE

4.1 **PROBATION STATUS**

A newly hired Bargaining Unit Member shall be considered to be a probationary Bargaining Unit Member for the first sixty (60) days of his/her employment, and within that sixty (60) days may be discharged at any time without notice, compensation or assigning any reason whatsoever. The administration may extend the sixty (60) days to ninety (90) days by giving written notice to the Bargaining Unit Member before sixty (60) days have been completed. Upon completion of the probationary period, a Bargaining Unit Member shall be placed on permanent status and may be terminated for cause upon action of the Board of Education. For the purpose of the Article "days" are considered work days.

4.2 **DISCIPLINARY PROCEDURE**

The Board acknowledges its belief in a progressive discipline system for all Bargaining Unit Members. For remediable offenses or remediable violations of work rules, disciplinary action will be progressive and except for gross misconduct, in accordance with the following schedule. The sequence and necessity for the following steps will be determined by the Board of Education/Superintendent depending upon the circumstances of each case.

- 1) Verbal Reprimand
- 2) Written Reprimand
- 3) One to thirty day Suspension Without Pay
- 4) Discharge

4.3 WRITTEN NOTICE TO APPEAR

When an Bargaining Unit Member is required to appear before his/her supervisor/administrator or Board of Education, pre-disciplinary conference, regarding a written reprimand, suspension without pay or discharge, he/she shall have a minimum of twenty four (24) hours written notice, specifying the reason, and be entitled to representation if requested. Notice shall not be required when the health, safety or welfare of the persons in the school district may be in jeopardy.

4.4 INVESTIGATION AND RIGHT TO A PRE-DISCIPLINARY CONFERENCE

Before a permanent support staff Bargaining Unit Member is disciplined, the Bargaining Unit Member shall then be given the opportunity for a pre-disciplinary conference. At the pre-disciplinary conference, the Bargaining Unit Member shall be given an opportunity to respond verbally to the alleged offense being investigated. The Bargaining Unit Member may have a representative in attendance at this meeting.

4.5 **DISCIPLINARY CONFERENCE**

After a pre-disciplinary conference has been held, within ten (10) work days a disciplinary conference will be held and the Bargaining Unit Member shall be advised of the status of the investigation.

4.6 JUST CAUSE SUSPENSION WITHOUT PAY AND TERMINATION

No Bargaining Unit Member will be suspended without pay or discharged without just cause. Verbal and written warnings are not subject to the just cause standard nor an arbitrator's ruling.

ARTICLE V GRIEVANCE PROCEDURE

5.1 **DEFINITION**

- A. A grievance is a claim by the Association, a Bargaining Unit Member or a group of Bargaining Unit Members involving an alleged violation, misinterpretation or misapplication of the terms of this Agreement.
- B. All time limits shall consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all days on which the District Office is regularly open for normal business.

5.2. **PROCEDURE**

- A. Grievances shall be handled in the following manner:
- **Step 1**: A Bargaining Unit Member who has had an alleged grievance may discuss such grievance with his/her immediate supervisor in the hope that the problem may be resolved through free and informal communication. When requested by the grievant, an Association representative may accompany the grievant to assist in the informal resolution of the grievance. Nothing contained herein shall be construed to prohibit the Principal from adjusting the grievance provided that the adjustment is not inconsistent with the terms of the Agreement. If the informal process fails to rectify the problem, Steps 2 and 3 below may be followed. If however, after the grievant had knowledge of or within fifteen (15) work days of the time that a reasonably alert person should have had knowledge of the action or condition which is the basis of the alleged grievance, it shall not be considered actionable.

- Step 2: The grievant shall present the grievance in writing specifying the Article and clause alleged to have been violated and state the remedy sought, to the building principal who will arrange for a meeting to take place within ten (10) work days after receipt of the said grievance. The Association's representative, with the grievant, and the principal shall be present for the meeting. Within ten (10) work days of the meeting, the grievant and the Association shall be provided with the principal's written response.
- **Step 3**: If the grievant is not satisfied with the decision rendered in Step 2, a written appeal may be forwarded to the Superintendent/Assistant Superintendent of schools within ten (10) work days after receipt of the answer in Step 2. A meeting, if requested, shall be conducted by the Superintendent/Assistant Superintendent and action shall be taken on the appeal of the alleged grievance within ten (10) work days after receipt of such appeal. Each party shall have the right to include in its representation such witnesses or advisors as it deems necessary. Within ten (10) work days of the meeting, the grievant shall be provided with the superintendent's written response.
 - B. A grievance may, by mutual agreement between the grievant and the superintendent, be presented initially at Step 3.
 - C. If the Association is not satisfied with the disposition of the Grievance at Step 3 or ten (10) days pass without the issuance of the Superintendent's decision, the Association may submit the grievance to final and binding arbitration. Following the request for arbitration, the Association shall request the services of an arbitrator from the American Arbitration Association. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 3 decision, then the grievance shall be deemed withdrawn.
 - D. The arbitrator's decision shall be binding upon the parties. The arbitrator shall not, however, have the power to add to or to subtract from, alter, or modify in any manner any of the terms of this agreement. Any grievance appealed to arbitration and on which the arbitrator determines has no jurisdiction or power to rule, shall be referred back to the parties without decision or recommendation and the superintendent's disposition as determined under Step 3 of the grievance procedure shall then be final.
 - E. No reprisals shall be taken by the district against any Bargaining Unit Member because of the Bargaining Unit Member's participation in a grievance.
 - F. All records related to a grievance shall be filed separately from the personnel files of the Bargaining Unit Members.
 - G. A grievance may be withdrawn at any level without establishing a precedent.

- H. If no written decision has been rendered within the time limits indicated by a step, the grievance may be processed to the next step.
- I. The fees and the expense of the arbitrator shall be shared equally by the parties.

ARTICLE VI SENIORITY

6.1 **JOB CATEGORY**

Job categories shall be defined as full-time and part-time administrative assistants, custodial, maintenance, computer technicians, full-time non-(school)certified nurse and paraprofessionals.

6.2 **DEFINED**

For the purposes of this Agreement, the seniority of each Bargaining Unit Member shall date from the Bargaining Unit Member's first worked day of their HESSA assignment as a Bargaining Unit Member.

In the event two Bargaining Unit Members have the same hire date, seniority will be based on the date the recommendation for hire was submitted to District Administration. In the event the recommendation for hire was submitted to District Administration on the same date, seniority will be determined by the legal last name of the Bargaining Unit Member. The Bargaining Unit Member with the last name which comes first alphabetically should be considered more senior.

- A. Seniority is lost upon the following:
 - 1. Resignation
 - 2. Dismissal
 - 3. Retirement
- B. Seniority is retained but shall not accrue during the following:
 - 1. Unpaid leave of absence
 - 2. Unpaid sick leave
 - 3. Period of layoff as established by this Agreement
- C. Seniority continues to accrue during the following:
 - 1. Paid leave of absence
 - 2. Temporary disability under IMRF
 - 3. Paid sick leave
- D. The Bargaining Unit Member with the shorter length of continuing service with the district, within the respective job category, shall be laid off first.

E. Any full-time Bargaining Unit Member dismissed as a result of the decision of the Board to reduce the number of members covered under this contract shall be given written notice by certified mail 30 days before the effective date of dismissal together with a statement of honorable dismissal for reduction in force.

6.3 **RECALL PERIOD**

If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available within a specific job category shall be tendered to the Bargaining Unit Members who were laid off from that job category, so far as they are qualified to hold such position. The most senior Bargaining Unit Member shall be offered the first available position within the specific level of position he/she had previously held.

6.4 WAIVER OF RECALL

Failure of the Bargaining Unit Member to respond within ten (10) calendar days after the receipt of the Board's letter of recall sent by certified mail to the Bargaining Unit Member's address on file with the Board recalling such Bargaining Unit Member will result in termination of the Bargaining Unit Member's right of recall hereunder. It shall be the responsibility of the Bargaining Unit Member to inform the Superintendent of any change in home address.

ARTICLE VII LEAVES OF ABSENCE

7.1 SICK LEAVE

Twelve month full-time Bargaining Unit Members shall be entitled to twelve (12) days of sick leave. All other Bargaining Unit Members shall be entitled to eleven (11) days of sick leave per year. The maximum accumulation shall accumulate to two hundred forty (240) days. Bargaining Unit Members who have accumulated 240 days of unused sick leave will be granted twelve (12) additional days of sick leave at the beginning of each subsequent year which may be used only in that year.

Sick leave shall be defined to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The Superintendent and/or designee shall monitor the use of Bargaining Unit Members' sick leave.

For the purpose of sick leave, "immediate family" shall include parents, step-parents, spouse, domestic partner brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

The Superintendent or designee may require a physicians' certificate as a basis for sick leave pay after an absence of three (3) consecutive days for personal illness, physical or mental, or as deemed necessary in other case. With a physician's certificate, sick days may be taken the working day immediately before or after school vacations or legal holidays.

7.2 SICK LEAVE BANK

Each Bargaining Unit Member is asked to contribute two sick leave days to be deposited in a mutual fund. Each Bargaining Unit Member may then draw additional days from the bank once he or she has used his or her own accumulated sick leave. Thus, the Bargaining Unit Member of this institution by contributing some of their own sick leave days will be mutually aiding other Bargaining Unit Member in this situation, as defined below.

Provisions:

- 1. All Bargaining Unit Member are eligible to contribute a portion of their sick leave days into a common sick leave bank, hereinafter known as SLB. Benefits from the SLB will be limited to contributing Bargaining Unit Member who have exhausted their regularly accumulated sick leave days, are in need of additional sick leave time, and remain on the staff. Such days will be awarded in accordance with the paragraphs given below.
- 2. A minimum number of days shall be maintained in the SLB. This number shall be equal to the number of eligible Bargaining Unit Member who have agreed to participate in the SLB. For example, if there are 22 participating Bargaining Unit Member, the minimum number of days in the SLB shall be 22. Should the number of days in the SLB fall below the minimum, additional days to replenish the SLB would be levied on a prorated proportion against each participating Bargaining Unit Member. For example, if there are 22 participating Bargaining Unit Member, but there are only 11 days in the SLB, the participating Bargaining Unit Member will each be levied ¹/₂ sick leave to bring the total back to 22. Unused SLB days will be carried from one school year to the next.
- 3. Bargaining Unit Member joining the SLB shall do the following:
 - A. Sign a proper authorization form indicating a desire to participate in the program within thirty (30) work days from date of hire to be considered the initial donation period.
 - B. Contribute an initial entry assessment of two (2) of their personal sick leave days.
 - C. Honor requests for additional prorated assessments for replenishing the minimum number of days required in the SLB. In event that the levy cannot

be honored, the participating Bargaining Unit Member becomes ineligible for any SLB benefits. A Bargaining Unit Member regains eligibility in the SLB upon earning sufficient additional sick days to make his or her required SLB contribution.

- 4. Bargaining Unit Members may access SLB immediately following the initial donation period during the month of September. Any Bargaining Unit Member enrolling after the initial donation period must wait one year from the date of enrollment before they can access the SLB. This may be waived with HESSA and Superintendent Approval. Any Bargaining Unit Member hired new to the District may enroll and access SLB at the time of hire and contribution of two sick leave days.
- 5. The Superintendent shall be the agent for the SLB.
- 6. HESSA and Superintendent agree to jointly handle extreme emergencies or unusual cases not covered under the provisions listed within this document on an individual basis.
- 7. The following benefits are available from the SLB:
 - A. The maximum number of days of sick leave that may be drawn from the SLB by an eligible Bargaining Unit Member shall be equal to that individual's accumulated sick leave as of July 1 of the fiscal year in which the request is made or sixty (60) days, whichever is less.
 - B. Payment for approved sick leave of SLB days will be at the Bargaining Unit Member's regular daily pay rate.
 - C. SLB days may not be used for absences related to pregnancy or child rearing after six (6) weeks or the date a doctor certifies the member could return to work, whichever is later. The Bargaining Unit Member shall provide the Board with certification of her ability to return to work six weeks after the birth of the child(ren) or as requested by the Board thereafter.
- 8. Procedures for requesting benefits from the SLB include the following:
 - A. Written request to withdraw days from the SLB shall be submitted to the Superintendent.
 - B. Verification of illness by way of a doctor's statement will be requested.
- 9. As of July 1, 2018, Bargaining Unit Members who join the sick leave bank may not have any of their donated SLB days returned for any reasons. Eligible Bargaining Unit Members who joined the sick leave bank prior to July 1, 2018 and retire shall have their initial two (2) day sick leave bank contributions returned to their own personal accumulated sick day leave total. SLB days cannot be returned for any other reasons.

7.3 **PERSONAL LEAVE**

Each Bargaining Unit Member will be granted up to two (2) days of personal leave days per year. Requests must be made in writing at least three or more days in advance of the targeted date of absence. The working day immediately before or after school vacations or legal holidays is not permissible for personal leave. However, the Superintendent or designee may waive this restriction. The Superintendent or designee may ask the Bargaining Unit Member the reason for his/her request to use a personal leave day before or after a vacation or holiday. A Bargaining Unit Member may accumulate up to four (4) days of unused personal leave. Once the four day maximum has been reached by the Bargaining Unit Member, all other unused personal days shall accumulate as sick leave. No more than two personal days may be used consecutively without approval of the Superintendent or designee.

An additional personal day will be added on July 1 of each fiscal year as long as the following criteria is met:

- 1. Bargaining Unit Member is at least at the 10th salary step as of July 1, and
- 2. Bargaining Unit Member has a remaining sick leave balance of 35 days or more as of June 30 of the previous fiscal year.

No more than two (2) Bargaining Unit Members per department from the custodial, maintenance, administrative assistant, and paraprofessional staff may be granted personal leave on the same day. The total of eight (8) Bargaining Unit Member restriction may be waived at the discretion of the Superintendent or designee.

7.4 **EMERGENCY DAYS**

In the event of a school emergency day when school is forced to close, twelve month staff will have the option to attend work, take a personal or vacation day, or take an unpaid day if all personal and vacation days have been used.

With advance approval from the direct supervisor of the Bargaining Unit Member, a modified starting and ending time may be used for the safety of the Bargaining Unit Member.

7.5 **RETIREMENT INCENTIVE**

1. For a Bargaining Unit Member to qualify for this program, he/she must be a full time (30 or more hours per week) employee in the Hononegah Community High School District #207 for a period of not less than twenty (20) years prior to the date of retirement.

Any Bargaining Unit Member for whom the district must pay any additional amount as a penalty to IMRF so that such an employee may benefit from the "IMRF" Early Retirement Incentive Program" will not be eligible to receive any payment as part of this retirement incentive program.

No later than thirty (30) days prior to the intended date of retirement from the school district, the Bargaining Unit Member must submit a formal letter of retirement indicating his/her intent to retire from the public school systems of Illinois under the provisions of the Illinois Municipal Retirement Fund. Upon meeting the above eligibility requirements, any Bargaining Unit Member who qualifies for this Retirement Incentive Program shall be paid a monetary incentive calculated as follows:

The total amount of the incentive shall be equal to Twenty-Five Percent (25%) of the base wages plus overtime for each of the "base years." The base years shall be the most recent complete fiscal year worked by the Bargaining Unit Member prior to providing an irrevocable letter of retirement, as described below.

[Example: Employee A provides an irrevocable letter of retirement on March 1, 2014. Employee A's incentive shall be 25% of total base wages for the 2012-2013 fiscal year including overtime because the 2012-2013 fiscal is the latest complete year worked.]

The incentive will be paid in increments described below, based upon the timing of the notice.

If a Bargaining Unit Member gives 30-days' notice of retirement, the Bargaining Unit Member may receive a post-retirement bonus of 25% of his salary of the latest complete year worked. This bonus will be paid 30 days after the Bargaining Unit Member's last day of work or receipt of final paycheck, whichever is later. The post-retirement payment shall not be considered IMRF creditable earnings nor shall it be considered due or payable during the course of the Bargaining Unit Member's employment with the District.

A Bargaining Unit Member may provide notice up to four (4) years prior to retiring. If an irrevocable notice of retirement is received before July 1st of the Bargaining Unit Member's final work year, then the Bargaining Unit Member shall receive Six Percent (6%) of the Twenty-Five Percent (25%) incentive in the final year of employment and shall receive the balance of the incentive no later than thirty (30) days after the Bargaining Unit Member's last day of work or receipt of final paycheck, whichever is later. The post-retirement payment shall not be considered IMRF creditable earnings nor shall it be considered due or payable during the course of the Bargaining Unit Member's IMRF creditable earnings exceed 106% of the prior year's creditable earnings. Accordingly, any amount of the retirement incentive exceeding a six percent (6%) increase over the prior year's earnings shall be paid the excess amount as part of the post-retirement payment and not as creditable earnings.

[Example: Employee B's base wages for the base year were \$20,000.00. The total incentive is \$5,000.00 (25% of the base wages for the base year). Employee B provides notice on June 1, 2014, of intent to retire effective June 30, 2015. During the 2014-2015 fiscal year, the employee receives a normal pay increase equal to \$400.00. During the

2014-2015 fiscal year, Employee B shall receive additional compensation of \$800.00. Employee B shall also receive a post-retirement payment of \$4,200.00.]

If an irrevocable notice of retirement is received before July 1st of the Bargaining Unit Member's final two (2) work years, then the Bargaining Unit Member shall receive Six Percent (6%) of the Twenty-Five Percent (25%) incentive in each of the final two (2) years of employment, and shall receive the balance of the incentive no later than thirty (30) days after the Bargaining Unit Member's last day of work or receipt of final paycheck, whichever is later. The post-retirement payment shall not be considered IMRF creditable earnings nor shall it be considered due or payable during the course of the Bargaining Unit Member's employment with the District. In no case shall a Bargaining Unit Member's IMRF creditable earnings exceed 106% of the prior year's creditable earnings. Accordingly, any amount of the retirement incentive exceeding a six percent (6%) increase over the prior year's earnings shall be paid the excess amount as part of the post-retirement payment and not as creditable earnings.

[Example: Employee B's Base wages for the base year were \$20,000.00. Her total incentive is \$5,000.00 (25% of the base wages for the base year). Employee B provides notice on June 1, 2014, of intent to retire effective June 30, 2016. During the 2014-2015 and 2015-2016 fiscal years, the employee receives normal pay increases equal to \$400.00. During the 2014-2015 fiscal year, Employee B shall receive additional compensation of \$800.00. During the 2015-2016 fiscal year, Employee B shall receive additional compensation of \$800.00. Employee B shall also receive a post-retirement payment of \$3,400.00]

If an irrevocable notice of retirement is received before July 1st of the Bargaining Unit Member's final three (3) work years, then the Bargaining Unit Member shall receive Six Percent (6%) of the Twenty-Five Percent (25%) incentive in each of the final three (3) years of employment, and shall receive the balance of the incentive no later than thirty (30) days after the Bargaining Unit Member's last day of work or receipt of final paycheck, whichever is later. The post-retirement payment shall not be considered IMRF creditable earnings nor shall it be considered due or payable during the course of the Bargaining Unit Member's employment with the District. In no case shall a Bargaining Unit Member's IMRF creditable earnings exceed 106% of the prior year's creditable earnings. Accordingly, any amount of the retirement incentive exceeding a six percent (6%) increase over the prior year's earnings shall be paid the excess amount as part of the post-retirement payment and not as creditable earnings.

[Example: Employee B's base wages for the base year were \$20,000.00. Her total incentive is \$5,000.00 (25% of the base wages for the base year). Employee B provides notice on June 1, 2014, of intent to retire effective June 30, 2017. During the 2014-2015, 2015-2016, and 2016-2017 fiscal years, the employee receives normal pay increases equal to \$400.00. During the 2014-2015 fiscal year, Employee B shall receive additional compensation of \$800.00. During the 2015-2016 fiscal year, Employee B shall receive additional compensation of \$800.00. During the 2016-2017 fiscal year, Employee B shall receive additional compensation of \$800.00. Employee B shall also receive a post-retirement payment of \$2,600.00.]

If an irrevocable notice of retirement is received before July 1st of the Bargaining Unit Member's final four (4) work years, then the Bargaining Unit Member shall receive Six Percent (6%) of the Twenty-Five Percent (25%) incentive in each of the final four (4) years of employment, and shall receive the balance of the incentive no later than thirty (30) days after the Bargaining Unit Member's last day of work or receipt of final paycheck, whichever is later. The post-retirement payment shall not be considered IMRF creditable earnings nor shall it be considered due or payable during the course of the Bargaining Unit Member's employment with the District. In no case shall a Bargaining Unit Member's IMRF creditable earnings exceed 106% of the prior year's creditable earnings. Accordingly, any amount of the retirement incentive exceeding a six percent (6%) increase over the prior year's earnings shall be paid the excess amount as part of the post-retirement payment and not as creditable earnings.

[Example: Employee B's base wages for the base year were \$20,000.00. The total incentive is \$5000.00 (25% of the base wages for the base year). Employee B provides notice on June 1, 2014, of intent to retire effective June 30, 2018. During the 2014-2015, 2015-2016, 2016-2017 and 2017-2018 fiscal years, the employee receives normal pay increases equal to \$400.00. During the 2014-2015 fiscal year, Employee B shall receive additional compensation of \$800.00. During the 2015-2016 fiscal year, Employee B shall receive additional compensation of \$800.00. During the 2016-2017 fiscal year, Employee B shall receive additional compensation of \$800.00. During the 2016-2017 fiscal year, Employee B shall receive additional compensation of \$800.00. During the 2017-2018 fiscal year, Employee B shall receive additional compensation of \$800.00. During the 2017-2018 fiscal year, Employee B shall receive additional compensation of \$800.00. During the 2017-2018 fiscal year, Employee B shall receive additional compensation of \$800.00. During the 2017-2018 fiscal year, Employee B shall receive additional compensation of \$800.00. During the 2017-2018 fiscal year, Employee B shall receive additional compensation of \$800.00. Employee B shall also receive a post-retirement payment of \$1,800.00.]

ARTICLE VIII FAIR SHARE

NOTE: Based upon the Supreme Court's decision in Janus v. AFSCME, this Article VIII "Fair Share" shall have no legal effect for the duration of this Agreement unless the parties specifically agree to re-institute the provisions related to fair share upon a change in the law or court decisions.

- 8.1 Each Bargaining Unit Member as a condition of his/her employment, on or before thirty (30) 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 Bargaining Unit Members of the Association including local, state and national dues.
- 8.2 In the event that the Bargaining Unit Member does not join the Association, each Bargaining Unit Member shall:
 - A. Execute an authorization for payroll deduction of a sum equivalent to the proportionate share of the cost of collective bargaining, contract administration and grievance adjustment (Fair Share fee); or

- B. Pay this sum directly to the Association. In the event that the Bargaining Unit Member does not pay his/her Fair Share fee directly to the Association, the Board shall deduct the Fair Share fee from the wages of the non-union member.
- 8.3 Fair Share fees deducted shall be paid to the Association by the Board no later than fifteen (15) days following deduction.
- 8.4 In the event a fee payer files an objection to the amount of the fee with the Illinois Educational Labor Relations Board, the Association shall submit to the Illinois Educational Labor Relations Board an explanation of the basis for the Fair Share fee. The explanation will contain an itemization of expenses for collective bargaining, contract administration and grievance adjustment, will describe the rationale and method by which Fair Share was determined, and will include a list of expenditures which were excluded in determining the Fair Share. In addition, the explanation shall include a statement of objection, procedure, and the dispute resolution procedure. Prior to the due date for the payment of the first Fair Share fee, the Association shall forward a notice to each non-union member.
 - A. Specifying the amount of the Fair Share fee;
 - B. Advising that any non-union member may object to the amount of the fee;
 - C. Describing the process for filing objections to the amount of the fee.
- 8.5 The obligation to pay a Fair Share fee to the Association will not apply to any Bargaining Unit Member who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Bargaining Unit Member is a member or by a belief sincerely held with the strength of traditional religious views, objects to the payment of a Fair Share fee to the Association. Upon proper substantiation of the religious objection and collection of the entire fee, the Association will promptly make payment on behalf of the Bargaining Unit Member to a mutually agreeable non-religious charitable organization in accordance with the Rules and Regulations of the Illinois Educational Labor Relations Board.
- 8.6 The procedure for objection to the amount of the Fair Share fee shall include a provision for resolution in accordance with the rules and regulations established by the Illinois Educational Labor Relations Board. During the pendency of any objection to the Fair Share fee, the amounts reasonably in dispute will be held in escrow by the Illinois Educational Labor Relations Board.
- 8.7 In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with the provisions of this Article, the Association shall, defend such action, at its own expense and through its own counsel, provided:

- A. The employer gives immediate notice of such action in writing to the Association and permits the Association to intervene as a party if it so desires; and
- B. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.
- 8.8 The Association agrees that in any such action it will indemnify and hold harmless the employer from any liability for damages and costs, including reasonable attorney's fees, imposed by final judgment of a court or administrative agency, or reasonably incurred by the employer as a direct consequence of the employer's compliance with this Article. It is expressly understood that this safe 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 if the Board refuses to comply with the provisions of this Fair Share Article.

ARTICLE IX SALARY AND FRINGE BENEFITS

9.1 SALARY

The salary schedule for the 2021-2022, 2022-2023, and 2023-2024 work years is attached and included in Agreement as Appendix A.

For unusual circumstances, Administration shall have the authority to establish the rate of pay for any level for any new Bargaining Unit Member. Administration shall inform HESSA President of said circumstance.

Administration may place Paraprofessional hires on the salary schedule based on prior years of verified experience from another school.

9.2 SALARY SCHEDULE MOVEMENT

Any Bargaining Unit Member hired after July 1, 2018 will follow these guidelines for movement on the salary steps. If a Bargaining Unit Member has a hire date of January 1st through June 30th, the Bargaining Unit Member will remain on the same step for the next fiscal year. If a Bargaining Unit Member has a hire date of July 1st through December 31st, the Bargaining Unit Member will move to the next step for the next fiscal year.

9.3 SERVICE INCENTIVE

After 15 years of service, a yearly lump sum will be paid on the last paycheck of the fiscal year for \$200. This stipend will not be provided for members whose salaries are above the approved 15-year salary schedule.

9.4 **PAY SCHEDULE**

Bargaining Unit Members will receive equal payments in a bi-weekly paycheck. Bargaining Unit Members have the option of receiving either twenty two (22) or twenty six (26) equal payments by direct deposit.

9.5 **OPEN ENROLLMENT**

Each year, the month before the beginning of a new insurance year (currently June) will be designed as an open enrollment period for the coming year. Coverage will become effective beginning July 1. Other than Special Enrollment or Late Enrollment, it is only during this period that a Bargaining Unit Member or Dependent not enrolled during their initial enrollment period may enroll.

If the spouse of an eligible Bargaining Unit Member is employed and eligible under his/her employer's group plan, coverage under Hononegah's plan will be secondary for coordination of benefits. A spouse eligible under the employer's plan must be enrolled in that plan unless his/her contribution for individual coverage exceeds \$75 per month. If the individual's contribution amount exceeds this dollar amount, and they do not enroll in their own employer's plan, they would be eligible to enroll in the Hononegah's plan with primary coverage.

During the 2012 initial open enrollment period and every three (3) years thereafter (2015, 2018, 2021, 2024, 2027, etc.), spouses being covered under Hononegah's plan must provide an official document from their employer stating either that they are covered under their own employer's plan or that their monthly contribution for the coming year exceeds the exception amount. For the years in which an official document is not required, an annual validation e-mail or document in writing from the spouse will be required. During their own enrollment period, spouses must enroll in their own plan if the cost has fallen below the exception amount specified.

If husband and wife are each covered as Bargaining Unit Members under this plan and one terminates employment, that spouse and any dependents covered by him/her may immediately transfer coverage to the remaining spouse's plan. If the spouse becomes employed elsewhere, the spouse coverage rules in the preceding paragraph apply.

9.6 HEALTH INSURANCE

Deductible

The deductible limits will increase annually according to the chart below:

Deductible Limits	Single Coverage	1 + 1 Coverage	Family Coverage
2021 - 2022	\$167	\$233	\$300
2022 - 2023	\$209	\$291	\$375
2023 - 2024	\$225	\$350	\$450

Out of Pocket

The out-of-pocket limits will increase annually according to the chart below:

Out of Pockets Limits	Single Coverage	1 + 1 Coverage	Family Coverage
2021 - 2022	\$700	\$1,375	\$1,864
2022 - 2023	\$700	\$1,625	\$2,203
2023 - 2024	\$700	\$1,875	\$2,541

Employee Premium - Single Coverage

Premium Limits	Single Coverage
2021 - 2022	\$26
2022 - 2023	\$28
2023 - 2024	\$30

Full-Time 1+1 and Family Coverage:

The Board will pay 80% of the 1+1 and family coverage for the duration of the contract. The Bargaining Unit Member will pay 20% of the 1+1 and family coverage for the duration of the contract. Each year new contributions will be announced prior to July 1. In order to qualify for the Board's insurance program, the Bargaining Unit Member must be regularly employed at least thirty (30) hours per week.

All premiums not paid by the Board under this paragraph shall be payable through each Bargaining Unit Member's salary reduction, pursuant to a Salary Reduction Plan intended to qualify under Section 125 of the Internal Revenue Code of 1986, as amended. The Board does not guarantee or in any way warrant the salary reductions are non-taxable, said determination to be made by each individual Bargaining Unit Member.

Prescription Copays:

<u>Generic:</u> Retail 30-day supply - \$15.00 Mail order 90-day supply - \$18.00

<u>Formulary Brand:</u> Retail 30-day supply - \$18.00 Mail order 90-day supply - \$22.00

<u>Non-formulary Brand:</u> Retail 30-day supply - \$25.00 Mail order 90-day supply - \$30.00

<u>Specialty</u>: Retail 30-day supply - \$50.00 Mail order 90-day supply - NA

9.7 VISION - (Bargaining Unit Member Paid)

9.8 **DENTAL INSURANCE**

The District will pay up to \$20.00 per month for the Bargaining Unit Member's individual coverage. No contribution by the District is made toward family coverage. All cost of dental insurance above that noted herein shall be paid by the Bargaining Unit Member. Each year new contributions amounts will be announced prior to July 1. The same salary reduction pay mentioned in the health insurance section is available for dental premiums paid by the Bargaining Unit Member.

9.9 LIFE INSURANCE

Eligibility in the District's Insurance Plans will be determined by the Plan Document as developed by the joint insurance committee. Two (2) Bargaining Unit Members will serve on the joint insurance committee.

All full-time personnel are covered by a \$50,000 Life Insurance Policy.

9.10 **RETIREMENT**

Retirement terms are governed by the Illinois Municipal Retirement Fund according to the authority granted by the Pension Reform Act of 1974, 40 ILCS 5/7-173.2 and tax rules 414H(2), 81-35, and 81-36. The Board of Education agrees to pay out of the above salary schedule four and one-half percent (4.5%) of each Bargaining Unit Member's salary to the Illinois Municipal Retirement Fund (IMRF) on behalf of each Bargaining Unit Member as a tax sheltered direct contribution. Should any of the above be declared improper by an IRS ruling or opinion or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion.

9.11 **OVERTIME**

Bargaining Unit Members required to work forty (40) hours per week, shall be compensated at one and one-half (1-1/2) times their regular rate of pay for each hour beyond forty (40) hours. At the employer's discretion, Bargaining Unit Members may be given compensatory time off in lieu of overtime payment with approval of the Bargaining Unit Member's immediate supervisor and Superintendent/ Designee. Vacation days, sick leave and personal leave will be included in the computation of overtime only at the discretion of the superintendent, or designee. The decision of the superintendent, or designee is final and not subject to review nor grievance. A seniority list and all overtime postings will be posted in both the Teacher's and Custodial/ Maintenance Break rooms. The non-HESSA Night Custodial Supervisor is allowed to be added to the overtime

rotation. Section A of the "Procedure for Assigning Overtime" states that overtime be assigned to the most senior person however, The non-HESSA Night Custodial Supervisor will be placed at the bottom of the seniority list, regardless of the number of years of service.

The following sets forth the procedure for assigning overtime work.

Procedure for posting of notice:

- A. At the beginning of the school year, the Director of Building and Grounds will post a list of activities that will require Bargaining Unit Members to work mandatory overtime.
- B. For each activity, the list will include the date, number of hours of work, and number of Bargaining Unit Members needed.
- C. Sign-up sheets will be posted not less than two (2) weeks in advance of the date of each activity, so that Bargaining Unit Members have one (1) week to sign up for the scheduled activity and one (1) week to be notified of overtime work status.

Should an unscheduled event occur, an e-mail from Administration shall be sent to Director of Building and Grounds describing the event and number of staff needed. The Director of Building and Grounds shall immediately post the unscheduled event for volunteer sign-ups. Determination of who is working will be made, and personnel will be notified as soon as possible.

The procedure for assigning overtime:

- A. The Director of Building and Grounds shall assign the most senior Bargaining Unit Members who have signed up to work the posted activity.
- B. Thereafter, those Bargaining Unit Members who previously worked an activity will fall to the bottom of the seniority list and the next senior Bargaining Unit Member who hasn't previously signed up for overtime, and

signs up this time, will be scheduled to work. If a Bargaining Unit Member who is the next senior Bargaining Unit Member in line to work the activity declines, that Bargaining Unit Member will fall to the bottom of the seniority list.

C. If no one or not enough Bargaining Unit Members volunteer for overtime, the Administration shall have the authority to assign such overtime. In such case, overtime will be assigned to the Bargaining Unit Member who has worked the least number of overtime hours during the fiscal year.

A Bargaining Unit Member for whom overtime is assigned will be guaranteed a minimum of two hours of work. For supervisory purposes the Administration may not be required to hire Bargaining Unit Members.

9.12 **BREAK PERIODS**

All full-time Bargaining Unit Members who work eight (8) hours a day will receive two (2) fifteen (15) minute break periods a day. Break periods will be scheduled at the discretion of the Bargaining Unit Member's immediate supervisor. Bargaining Unit Members working less than eight (8) hours a day but more than four (4) hours per day will be given one (1) fifteen minute break.

9.13 LUNCH PERIOD

All full-time Bargaining Unit Members who work at least seven (7) hours a day shall receive an unpaid lunch period of thirty (30) minutes.

9.14 EMERGENCY CALL BACK

A Bargaining Unit Member who is called back to work for an emergency outside his/her regular work shift shall be paid for a minimum (2) two hours of work at straight time pay.

9.15 MATERIALS REIMBURSEMENT/MILEAGE REIMBURSEMENT

If the administration approves the use of a Bargaining Unit Member's private vehicle for school business, the Bargaining Unit Member shall be reimbursed at a rate equal to the Internal Revenue Service mileage rate. Such rate change will occur every year on July 1. A Bargaining Unit Member will not be requested to provide equipment or materials necessary to perform his/her responsibilities. With prior approval of the Bargaining Unit Member's supervisor and Superintendent, Bargaining Unit Members will be reimbursed for District supplies.

9.16 VACATIONS

Vacation leave shall be as follows for full-time, twelve (12) month employees of the District. Employees shall receive ten (10) days of vacation after one (1) full year of service to the District. In an employee's sixth (6^{th}) and subsequent years of employment, the employee will receive an additional vacation day per year until the employee has reached fifteen (15) vacation days. Employees shall receive twenty (20) days of vacation after twenty (20) years of service. Up to five (5) days of vacation may be carried over from year-to-year.

The use of vacation days must have prior approval of their supervisor.

9.17 HOLIDAYS

The following days shall be paid holidays for twelve month employees who work eight (8) hours per day:

Labor Day	New Year's Day
Columbus Day	Martin Luther King's Birthday
Veteran's Day	Lincoln's Birthday
Thanksgiving Day	Friday before Easter
Friday After Thanksgiving	Casimir Pulaski Day
Christmas Eve	Memorial Day
Christmas Day	Juneteenth Day
New Year's Eve	Independence Day

When a holiday falls on a Saturday, the preceding Friday shall be observed if there is no school scheduled. When a holiday falls on Sunday, the following Monday shall be observed, if there is no school scheduled.

- A. The employee must work within the payroll period during which the holiday occurs.
- B. The employee must work the last scheduled working day before the holiday and the first scheduled work day after the holiday.
- C. The District may waive any of the above holidays at its discretion. In such case employees will be given an additional day of vacation for each day waived by the District.

Second and third shift custodial/maintenance staff may volunteer to work first shift during Christmas and Spring Break or during the summer months when the normal school year has ended.

9.18 CERTIFICATION/RECERTIFICATION

Subject to advanced approval by the Superintendent or his designee, a Bargaining Unit Member may be reimbursed:

At the current rate of the renewal; set by the Illinois State Board of Education for the ISBE Paraprofessional Educator Endorsement (ELS-PARA). A Bargaining Unit Member must have (5) five complete years of service to the District before reimbursement will occur. In no case will the reimbursement take place more often than every five years of service unless required by the Illinois State Board of Education.

At the current rate of the renewal; set by Exhibit B (CompTia Certifications) for the Information Technology department. A Bargaining Unit Member must have (5) five complete years of service to the District before reimbursement will occur. In no case will the reimbursement take place more often than every year of service unless required by the certificate issuer.

9.19 TUITION REIMBURSEMENT

Request for course tuition reimbursement shall be submitted to the Superintendent or designee. Prior to reimbursement being paid, bargaining unit members must meet the following requirements: Course must be pre-approved by the superintendent or designee utilizing a district form, the college coursework must be from a regionally accredited college and receive a grade of C or better, course must benefit the district, must be employed by the district for five years, and must submit an official transcript and a paid receipt to the district. Payment for college courses or graduate degrees shall be made in accordance with the following guidelines: A lump sum tuition reimbursement payment shall be granted for the successful completion of college or university courses upon presentation of an official transcript, issued by a regionally accredited degree granting institution. Any such payment will be made only for courses which have received prior approval of the Superintendent or designee. The reimbursement will be \$125 per semester hour. Tuition reimbursement payments will not be made for courses that do not receive either quarter or semester hours of credit. Taxes shall not be taken out of reimbursement checks to the extent allowed by IRS rules and regulations.

9.20 TRANSFER TO A 12 MONTH POSITION

A Bargaining Unit Member who transfers from a non-twelve month position into a twelve-month position shall receive vacation days immediately. The vacation days will be accumulated based on the Bargaining Unit Member's first work day of their HESSA assignment as a Bargaining Unit Member.

9.21 MISCELLANEOUS SUPERVISION

Supervision of student activities to include: ticket seller, scorekeepers, crowd supervisors "security" and chaperones shall be paid at the same rate as Hononegah Education Association contract.

9.22 UNIFORMS

Custodial and maintenance Bargaining Unit Members will be required to wear the uniform supplied by the district during their assigned duty hours and at no other time.

If a uniform were to encounter damage during the duty hours, the Bargaining Unit Member will not be charged for the cost of the replacement uniform unless negligence on the part of the Bargaining Unit Member.

Upon termination the Bargaining Unit Member must return all uniforms in the same condition they were received minus normal wear and tear, prior to receiving their last paycheck. If all uniforms are not returned by the Bargaining Unit Member the district may elect to withhold the amount owed for the uniforms minus normal wear and tear. The district will supply the HESSA President with a bill for the said charges prior to any payroll deductions.

ARTICLE X EFFECT OF THE AGREEMENT

10.1 **COMPLETE UNDERSTANDING**

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through written mutual consent of the parties.

10.2 SAVINGS CLAUSE

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

10.3 **NO STRIKE**

During the term of this Agreement, the Association agrees that Bargaining Unit Members shall not participate in a strike in whole or in part. Strike means a Bargaining Unit Member's refusal in concerted action with others to report for duty, or his/her willful absence from his/her position, or his/her stoppage of work, or his/her absence in whole or in part from the full, faithful or proper performance of his/her duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment.

10.4 **DURATION**

This Agreement shall become effective July 1, 2021 and shall expire on June 30, 2024.

This Agreement is signed this 20th Day of October, 2021.

For the Board of Education

For the Association

For the Board of Education

For the Association

APPENDIX A

SALARY SCHEDULES

HESSA SALARY SCHEDULE 2022 - 2024

Paraprofessional				
STEP	2021-22	2022-23	2023-24	
1	\$14.08	\$14.74	\$15.45	
2	\$14.28	\$14.94	\$15.65	
3	\$14.48	\$15.14	\$15.85	
4	\$14.68	\$15.34	\$16.05	
5	\$14.88	\$15.54	\$16.25	
6	\$15.08	\$15.74	\$16.45	
7	\$15.28	\$15.94	\$16.65	
8	\$15.48	\$16.14	\$16.85	
9	\$15.68	\$16.34	\$17.05	
10	\$15.88	\$16.54	\$17.25	
11	\$16.08	\$16.74	\$17.45	
12	\$16.28	\$16.94	\$17.65	
13	\$16.48	\$17.14	\$17.85	
14	\$16.68	\$17.34	\$18.05	
15	\$17.43	\$18.30	\$19.22	

	Custodial				
STEP	2021-22	2022-23	2023-24		
1	\$15.70	\$16.17	\$16.65		
2	\$15.79	\$16.26	\$16.75		
3	\$16.07	\$16.36	\$16.85		
4	\$16.35	\$16.65	\$16.95		
5	\$16.63	\$16.94	\$17.25		
6	\$16.91	\$17.23	\$17.55		
7	\$17.19	\$17.52	\$17.85		
8	\$17.47	\$17.81	\$18.15		
9	\$17.75	\$18.10	\$18.45		
10	\$18.03	\$18.39	\$18.75		
11	\$18.31	\$18.68	\$19.05		
12	\$18.59	\$18.97	\$19.35		
13	\$18.87	\$19.25	\$19.65		
14	\$19.15	\$19.54	\$19.95		
15	\$19.78	\$20.47	\$21.19		

Maintenance				
STEP	2021-22	2022-23	2023-24	
1	\$18.83	\$19.39	\$19.98	
2	\$18.94	\$19.51	\$20.09	
3	\$19.28	\$19.62	\$20.21	
4	\$19.62	\$19.97	\$20.33	
5	\$19.96	\$20.33	\$20.69	
6	\$20.31	\$20.68	\$21.06	
7	\$20.65	\$21.04	\$21.43	
8	\$20.99	\$21.39	\$21.79	
9	\$21.33	\$21.74	\$22.16	
10	\$21.67	\$22.10	\$22.53	
11	\$22.02	\$22.45	\$22.89	
12	\$22.36	\$22.81	\$23.26	
13	\$22.70	\$23.16	\$23.63	
14	\$23.04	\$23.52	\$24.00	
15	\$23.81	\$24.64	\$25.50	

Nurse				
STEP	2021-22	2022-23	2023-24	
1	\$25.00	\$25.50	\$26.01	
2	\$25.64	\$25.50	\$26.07	
3	\$26.29	\$26.15	\$26.07	
4	\$26.96	\$26.82	\$26.74	
5	\$27.65	\$27.50	\$27.42	
6	\$28.35	\$28.20	\$28.12	
7	\$29.08	\$28.92	\$28.84	
8	\$29.82	\$29.66	\$29.57	
9	\$30.58	\$30.42	\$30.33	
10	\$31.36	\$31.19	\$31.10	
11	\$32.16	\$31.99	\$31.89	
12	\$32.98	\$32.80	\$32.71	
13	\$33.82	\$33.64	\$33.54	
14	\$34.68	\$34.50	\$34.40	
15	\$35.57	\$36.63	\$37.00	

Administrative Assistant III					
STEP	2021-22	2022-23	2023-24		
1	\$17.97	\$18.51	\$19.07		
2	\$18.08	\$18.62	\$19.18		
3	\$18.40	\$18.73	\$19.29		
4	\$18.72	\$19.06	\$19.40		
5	\$19.04	\$19.39	\$19.75		
6	\$19.36	\$19.73	\$20.09		
7	\$19.68	\$20.06	\$20.44		
8	\$20.01	\$20.39	\$20.78		
9	\$20.33	\$20.73	\$21.13		
10	\$20.65	\$21.06	\$21.47		
11	\$20.97	\$21.39	\$21.82		
12	\$21.29	\$21.72	\$22.16		
13	\$21.61	\$22.06	\$22.51		
14	\$21.93	\$22.39	\$22.85		
15	\$22.66	\$23.45	\$24.27		

Administrative Assistant IV				
STEP	2021-22	2022-23	2023-24	
1	\$19.06	\$19.63	\$20.22	
2	\$19.17	\$19.74	\$20.33	
3	\$19.51	\$19.86	\$20.45	
4	\$19.85	\$20.21	\$20.57	
5	\$20.19	\$20.56	\$20.94	
6	\$20.53	\$20.92	\$21.30	
7	\$20.88	\$21.27	\$21.67	
8	\$21.22	\$21.63	\$22.04	
9	\$21.56	\$21.98	\$22.41	
10	\$21.90	\$22.34	\$22.77	
11	\$22.24	\$22.69	\$23.14	
12	\$22.58	\$23.04	\$23.51	
13	\$22.93	\$23.40	\$23.87	
14	\$23.27	\$23.75	\$24.24	
15	\$24.03	\$24.87	\$25.74	

Technology					
STEP	2021-22	2022-23	2023-24		
1	\$18.00	\$18.54	\$19.10		
2	\$18.36	\$18.65	\$19.21		
3	\$18.73	\$19.02	\$19.32		
4	\$19.10	\$19.40	\$19.71		
5	\$19.48	\$19.79	\$20.10		
6	\$19.87	\$20.19	\$20.50		
7	\$20.27	\$20.59	\$20.91		
8	\$20.68	\$21.00	\$21.33		
9	\$21.09	\$21.42	\$21.76		
10	\$21.51	\$21.85	\$22.19		
11	\$21.94	\$22.29	\$22.64		
12	\$22.38	\$22.73	\$23.09		
13	\$22.83	\$23.19	\$23.55		
14	\$23.28	\$23.65	\$24.02		
15	\$23.75	\$24.58	\$25.44		

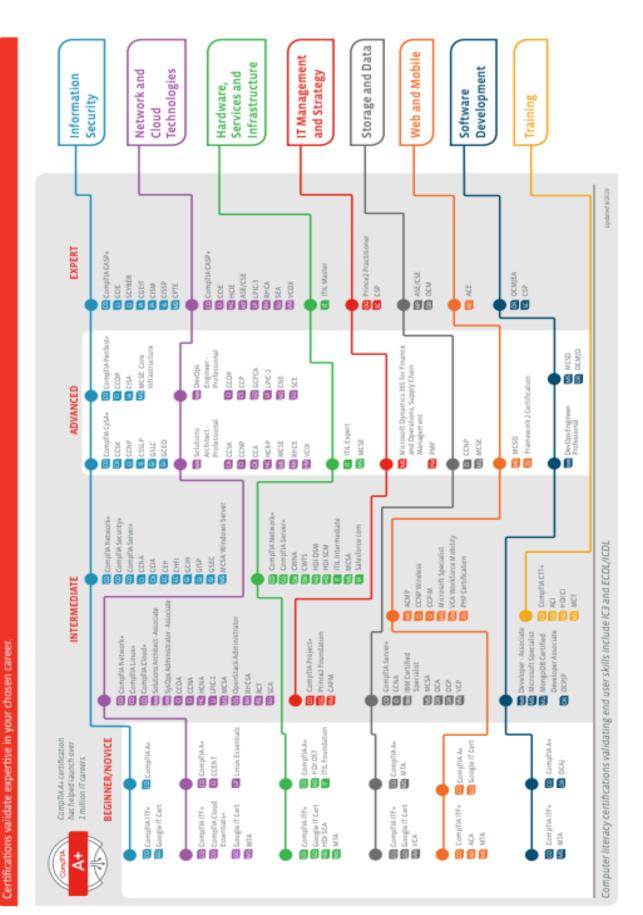
APPENDIX B

IT CERTIFICATION ROADMAP (CompTIA)

IT Certification Roadmap

Explore the possibilities with the CompTIA interactive IT Roadmap at: CompTIA org/CertsRoadmap

CompTIA





CompTIA Project+ CompTIA Server+

AD Adobe

AR Aruba

37

09027

Professional

Professional

S

Associate Associate

MILCOD

Knowledge

CompTIA Linux+

CompTIA ITF+

CompTIA A+