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**HINSDALE TOWNSHIP HIGH SCHOOL  
DISTRICT 86**



**NEGOTIATED CONTRACT**

**Hinsdale Township High School  
Support Staff**

**2021-2024**

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## PREAMBLE

- A. Recognizing that the prime purpose of the Hinsdale Township High School District 86 (hereinafter "District") is to provide education of the highest quality for the children of the District, we, the undersigned parties to this Agreement, agree to the following principles:
- B. The Board, elected by the citizens of the District, is a public body established under and with duties, powers, responsibilities, and rights provided by the laws of the State of Illinois and the applicable rules and regulations of administrative agencies issued under such laws.
- C. The Superintendent of the District (hereinafter the "Superintendent") is the executive officer of the Board and as such administers and directs the operation of the District in accordance with the policies and decisions of record of the Board.
- D. Although the Employees of the District share with the Board and the Superintendent responsibility for providing to students of the District education of the highest quality consistent with the policies of the Board, the Employees have the major role in direct contact with students.
- E. The Board and Association recognize that the basic duty of each Employee is to use his / her skill and expertise in the most effective and proper manner to improve the quality of education of students enrolled in the District.
- F. The Board and Association acknowledge the importance of cooperation and mutual respect, which enables a professional culture that promotes the best interests of the students.
- G. The Board and Association shall endeavor to provide students an environment of educational excellence that considers the efficient use and sustainability of District resources.
- H. The Board and Association affirm their continued support of a policy of no discrimination on account of race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, marital status, order of protection status, age, military status, or disability.

## ARTICLE 0 Definitions

- 0.1** “District” as used herein shall mean Hinsdale Township High School District No. 86.
- 0.2** “Board” as used herein shall mean the Board of Education of the District.
- 0.3** “Association” as used herein shall mean Hinsdale Township High School Support Staff, Incorporated, IEA/NEA, its officers and members.
- 0.4** “Administration” as used herein shall mean the District Superintendent, Assistant Superintendents, Chief Financial Officer, Chief Human Resources Officer, Principals, Assistant Principals, Athletic Directors, Directors of Guidance and Counseling, Directors of Special Education, Directors of Deans, and any other personnel within the immediate supervisory jurisdiction of the Superintendent.
- 0.5** “Employees” as used herein shall mean educational support personnel staff (ESPs) employed by the Board and within the negotiating unit.
- 0.6** “School Year” as used herein shall mean the period beginning with the first day and ending with the last day that Employees are required to be in attendance as established by the approved school calendar.
- 0.7** “JNC” as used herein shall mean the Joint Negotiating Committee, which is composed of the members of the Board Negotiating Committee (not more than seven members) and the members of the Association Negotiating Committee (not more than seven (7) members). An agreed upon number of non-participating observers may be approved by the JNC.

## ARTICLE I Recognition

- 1.1 Bargaining Unit Recognition:** The Board hereby recognizes the Association as the exclusive representative of the following negotiating unit of Employees: all regularly assigned full-time and part-time paraprofessionals (aides) and student supervisors, all positions which do not require professional education licensing and for which the Employees in these positions are members of the Illinois Municipal Retirement Fund, except for all substitutes or other temporary staff; building secretaries; custodians, grounds or maintenance staff; bus drivers; food service staff; District office support staff; and all supervisors, managerial and confidential employees as defined under the *Illinois Educational Labor Relations Act*.
- 1.2 Contract Precedence:** All matters which have been negotiated and agreed to by the Board and Association are set forth in this Contract. This Contract shall be the sole source of the rights of the Association and any Employee covered by this Contract and shall supersede all prior oral or written agreements between the parties.
- 1.3 Unilateral Negotiations Prohibited:** No agreement, understanding, consideration, or interpretation which alters, varies, waives, or modifies any of the terms or conditions contained in this Contract shall be made with any Employee or group of Employees by the Board or any of the Board's agents or representatives, unless it has been made, ratified, and agreed to in writing by the Board and the Association. Any such agreement shall not constitute a precedent in the future enforcement of any of the terms contained herein.
- 1.4 Authorization:** No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed in writing.

## ARTICLE II Negotiations

- 2.1 Commencement of Negotiations:** The initial meeting of the JNC shall be convened no later than October 1 preceding the expiration date of the Contract to commence negotiations for a successor agreement.
- 2.2 Acceptance:** Upon ratification of the tentative agreement by the Association, the Association will notify the Board Negotiating Committee who shall then present the tentative agreement to the Board for ratification. Upon approval by both the Board and the Association, the modified and/or amended Contract shall be immediately signed by both parties.
- 2.3 Mediation:** If after a reasonable period of negotiations, agreement is not reached within ninety (90) days of the scheduled start of the forthcoming School Year, either the Board or Association Committee may declare to the other in writing that an impasse exists and call for a mediator. The parties may mutually agree to request mediation at any time during the negotiations. If this occurs, the JNC shall request the Federal Mediation and Conciliation Service to appoint a mediator from its staff to assist the parties. The mediator shall meet with the Committees, either jointly or separately, and shall take such steps as may be appropriate to assist the parties in resolving their differences. The mediator shall have no authority to make any findings of fact or recommend terms of settlement unless both parties request in writing that the mediator perform such functions.
- 2.4 Contract Posting:** When both parties have executed the agreed-upon Contract, the Board shall prepare and post it electronically on the District's website.

## ARTICLE III Board Rights

- 3.1 Management Rights:** The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibility for the proper management of the District. The management powers of the Board include, but are not limited to, the responsibility for and the right to:
- 3.1.1 Maintain executive management and administrative control of the District and its properties and facilities and the activities of its Employees as related to the conduct of District affairs.
  - 3.1.2 Hire all Employees and, subject to provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal (subject to the statutory provisions governing dismissal) and to evaluate, promote and transfer all such Employees.
  - 3.1.3 Establish, modify or eliminate courses of instruction, including special programs, and athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
  - 3.1.4 Delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current Board policy or as the same may from time to time be amended.
  - 3.1.5 Determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignment of those in the bargaining unit.
- 3.2 Limitations on Board Rights:** The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Contract.
- 3.3. Reservation of Rights:** Nothing contained in this Contract shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois *School Code* or any other national or local laws or regulations as they pertain to education.

## ARTICLE IV Association and Support Staff Rights

- 4.1 Institute Day Participation:** The Association will be provided time to participate in the first Institute Day for the purpose of introducing Association leaders and explaining the Association's programs and services. The length of time provided the Association on the first Institute Day shall not exceed the time provided the HHSTA.
- 4.2 Building Usage:** Upon request of the Association and upon approval of the appropriate building principal, the Association shall be granted permission to use District buildings at reasonable times, outside Employee work hours and that will not interfere with or interrupt school operations, to transact official Association business.
- 4.3 Association Communication:** The Association President or his/her designee shall have the right to communicate with Employees covered by this Contract using available District resources (including but not limited to mailboxes and telephones, but not e-mail) about official Association business, provided the communications do not interfere with or interrupt school operations and occur outside Employee work hours.
- 4.4 Duplication of Materials:** Upon reasonable request, the Association will be permitted to have materials duplicated on District duplicating equipment, provided that the Association shall pay a reasonable charge for such duplicating services.
- 4.5 Association Release Time:** The Association will be provided with a maximum of forty (40) hours of released time per year for the purpose of conducting Association business. Hours used in excess of twenty-seven (27) hours that require a substitute shall require the Association to reimburse the District for the cost of any substitute required, provided such reimbursement shall be at the rate for external substitutes pro-rated to the day or period(s) used. If no substitute is required, such hours will not count towards the twenty-seven (27) hour threshold for reimbursement, but shall count toward the forty (40) hour annual limit. Released time used will, wherever possible, be scheduled to minimize the impact on students. The appropriate Association representative shall submit to the building principal a request in writing at least two (2) working days prior to the desired use of this time. For the purposes of this section only, one day shall equal 7-1/2 hours. Additionally, the Association President shall have released time beyond the 40 hours for purposes of meeting regularly with the Superintendent or designee and building administration to discuss issues of mutual concern. Such additional released time will be scheduled by mutual agreement of the Superintendent or designee, building administration and Association President or designee.
- 4.6 Non-Employee Representatives:** Non-employee representatives of the



Association shall be permitted to transact Association business on school property involving Employees covered by this Contract outside of Employee work hours, provided any such non-employee representatives shall advise the school office of their presence upon entering the building. While on school property, non-employee representatives shall not interrupt or interfere with normal school activities.

**4.7 Dues Deductions:** Any Employee who desires to have a deduction made from his/her pay for dues to the NEA, IEA and/or Association shall file with the Business Office a written authorization for such deduction on the form prescribed by the Administration.

4.7.1 The President of the Association will notify the Administration in writing prior to September 30 of the amount of dues for each of said organizations.

4.7.2 Deductions will be made from the pay as authorized beginning with the next regular pay due the Employee, normal District business operations permitting. Such deduction will be pro-rated over the remaining pay periods for such School Year. Amounts withheld shall be forwarded to the organizations as soon thereafter as normal District business operations will permit.

4.7.3 The Association shall completely indemnify the Board for any losses or damages it may incur because of the deductions made in accordance with Section 4.7.

**4.8 Other Payroll Deductions:** Payroll deductions for the DuPage Schools Credit Union and tax shelter annuities will be made if properly authorized by the Employee. Deductions will be made as soon after the filing of the authorization as normal District business operations permit. Amounts withheld will be forwarded to the authorized organization as soon thereafter as normal District business operations permit.

**4.9 Labor-Management Meetings:** In order to maximize the creative resources of the District, promote shared leadership, and enhance collaboration, the District and the Association shall meet regularly as mutually agreed to discuss items impacting Employees including, but not limited to professional development opportunities offered by the District to Employees.

## ARTICLE V Working Conditions

**5.1 Workday:** The basic workday of full-time Employees shall consist of eight (8) consecutive clock hours, which shall include thirty (30) minutes of unpaid duty-free time for lunch.

**5.1.1 Breaks:** Each Employee shall receive two fifteen (15) minute breaks during the workday if scheduled to work six (6) or more hours per day. Every effort shall be made by the Administration, without additional staff hiring, to schedule break times during the student day, at a mutually convenient time for the effective operation of the Employee's department or office. Employees who are unable to receive their full breaks during the student day may conclude their workday early by the amount of time equal to their unused break time for that day.

**5.1.2 Work During Lunch:** Teacher assistants who are required to and approved to work during their lunch period due to community outings and/or field trips will be paid for the thirty (30) minute lunch time.

**5.1.3 Leaving the Building:** Employees are expected to devote substantially all non-assigned time during the workday to activities related to their professional responsibilities. Employees shall not engage in activities concerning outside occupational interests, excluding their duty-free lunch, during the Basic Workday. Employees may be permitted to leave the building during their lunch and break times, provided they have acted in accordance with the building protocols where they are assigned. With the exception of Late Start, Institute, and Flexible Learning days, Employees may be dismissed early on Non-Basic Workdays, when students are not in attendance for the full day, at the discretion of the Administration. If dismissed early, Employees will work remotely on designated tasks and/or approved professional development related to their professional responsibilities for the remainder of the workday.

**5.2 Length of Work Year:** The length of the work year for Employees shall not exceed 182 working days, except for twelve (12)-month student safety Employees who shall work 260 days. The 182-day work year shall align with the student attendance calendar. Two (2) of the 182 working days shall be Institute days scheduled by the District.

**5.3 Holidays:**

**5.3.1** In addition to the 182-day work year, Employees shall be provided with ten (10) paid holidays as established by the approved school calendar.

Twelve (12) month student safety Employees shall be provided with thirteen (13) paid holidays as established by the approved school calendar.

5.3.2 To be eligible for holiday pay, an Employee must work in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and immediately following the holiday unless the Employee is on an approved leave status (e.g., vacation, sick leave, etc.).

**5.4 Personnel Files:** Employees' personnel files shall be maintained in the Administrative Office.

5.4.1 All materials placed in the Employee's file subsequent to the Employee's employment shall be available for inspection, provided the Personnel Office receives at least three (3) working days' written or email notice prior to the inspection. A representative of the Association or independent counsel may accompany the Employee if the Employee so advises the Personnel Office in the notice.

5.4.2 Any material originating after employment in the District which is evaluative in nature shall be reviewed with the Employee prior to placement in an Employee's personnel file and a copy of such material shall be given to the Employee.

5.4.3 Within twenty (20) Employee working days (excluding summer school) of the placement of evaluative material in an Employee's personnel file, the Employee shall have the right to submit to the Personnel Office an answer to the material in writing and the answer shall immediately be placed in the Employee's personnel file.

**5.5 Probationary Period:** The probationary period for newly hired Employees shall be one hundred eighty-two (182) days in duration from the first day of employment, which will exclude injury or illness leaves. During the probationary period, an Employee is subject to discipline, including discharge, without cause and without recourse to the grievance and arbitration procedure. Upon successful completion of the probationary period, the Employee shall be entitled to seniority retroactive to the date the Employee commenced the successfully completed probationary period. There shall be no seniority among probationary Employees.

**5.6 Discipline:** The District agrees with the tenets of progressive and corrective discipline, except in extenuating circumstances. Disciplinary measures may include the following: oral reprimand, written reprimand, suspension without pay, and discharge. Before any non-probationary Employee is suspended without pay or discharged (other than for reduction in force), such Employee shall be apprised of the circumstances giving rise to a possible suspension without pay or discharge, the level of discipline being considered, and an opportunity to respond. The District shall not suspend without

pay or discharge any non-probationary Employee without just cause. Any non-probationary Employee who is given a written reprimand may grieve the disciplinary action up through Step 2 (Superintendent level) of the grievance procedure set out in Article IX of this Agreement, but shall not proceed to Steps 3 and 4 (Board level and binding arbitration).

An Employee may be suspended with or without pay during the pendency of a disciplinary investigation. If an Employee is suspended without pay and it is ultimately determined that there is no cause for discipline or that there is cause for a suspension without pay but for a period of time shorter than the Employee has been suspended, the Employee shall be reinstated and made whole for the period of time for which it is determined that there was no cause for discipline.

The Association understands and acknowledges that violations of ethical expectations (e.g., falsification of documentations, theft of property, immorality, and physical altercations) shall result in the immediate dismissal of an Employee.

**5.7 Investigatory Conferences:** Whenever a conference between an Employee and an administrator is held in which there is an investigation or discussion of a potential disciplinary action (e.g., termination, dismissal, suspension, or a written reprimand that is to be part of the Employee's personnel file), the Employee shall have the right to have an Association representative present upon request.

Employees will be given notice of such conferences at least one (1) business day prior to the conference in order to arrange for Association representation. Such prior notice shall be given in writing or by e-mail and include the topic of the conference. If the Administration and the Employee agree, the conference may occur sooner than one (1) business days after notice of the conference is given to the Employee. Should an emergency necessitate less than one (1) business days' notice, the Administrator conducting the conference will inform the Employee of his/her right to Association representation before conducting the conference and, if Association representation is requested, wait for that representation to arrive before continuing the conference. A conference to discuss an Employee's evaluation shall not be construed as the discussion of a potential disciplinary action.

**5.8 Disciplinary Hearings:** In the event an Employee disciplinary hearing is held by the Board, a committee of the Board Members, or the Administration upon instruction by the Board, the Employee shall be given reasonable prior written notice of the nature of the charges. The Employee shall have the right at such hearing to be represented by the Association or independent counsel.

**5.9 Vacancy Postings:** The Superintendent shall have posted on the District website a notice by job title of all vacancies of regular and administrative staff positions and compensated extra-curricular positions which occur in the District during the School Year or during summer vacation (except as modified in Section 5.9.5 below).

- 5.9.1 All vacancy notices for regular and administrative staff positions shall set forth the minimum qualifications and the application procedure.
- 5.9.2 Notices shall be posted on the District website not later than five (5) working days following the Board's action creating the new position or the Board's decision to fill a vacancy after acceptance of a resignation.
- 5.9.3 Such vacancies shall not be filled permanently until at least five (5) working days after the posting required in Section 5.9.2.
- 5.9.4 Nothing in this Section 5.9 shall be construed to obligate or require the Board to fill a vacant position.
- 5.9.5 This provision shall not apply to vacancies occurring within ten (10) days prior to the start of the following School Year.

**5.10 Voluntary Transfer:** Any Employee may apply for transfer to another building where a vacancy exists by submitting a written application to the Human Resources Office.

**5.11 Notice of Assignment:** Employees shall be notified two (2) working days before the beginning of the semester of their working assignment and schedule for the following semester. It is understood that the assignments may be changed by the Administration.

**5.12 Personal Belongings:** The District shall provide each Employee with a place to secure personal belongings.

**5.13 Reports of Battery:** Upon receipt of a written complaint from any Employee, the Superintendent shall report all incidents of battery committed against the Employee to the local law enforcement authorities immediately after the occurrence of the attack and to the Department of State Police's Illinois Uniform Crime Reporting Program no later than three (3) days after the occurrence of the attack.

**5.14 Indemnification:** The Board will indemnify Employees against civil rights damage claims and suits, constitutional rights damage claims and suits, and death and bodily injury and property damage claims and suits, including the defense of all of the same, when damages are sought for negligent or wrongful acts alleged to have been committed within the scope of an Employee's employment or under the direction of the Board.

**5.15 Job Descriptions:** Employees shall be provided with a job description upon being hired, which may be updated from time-to-time as deemed appropriate by the Administration's discretion and based upon input from the Association. Updated job descriptions will be re-distributed to affected members upon completion of revisions. Job descriptions will include, among other things, an Employees' responsibilities and

delineate lines of authority and reporting relationships.

## ARTICLE VI Evaluation

- 6.1 Evaluation Committee:** An Evaluation Committee will meet at least once annually to discuss the evaluation process and evaluation tool. Any recommendations for the updates or changes to the evaluation process or tool may be made as agreed upon by the Evaluation Committee. The Evaluation Committee will consist of an equal number of representatives from each party.
- 6.2 Required Evaluation Components:** Evaluation procedures shall include the following:
- 6.2.1 Evaluations will be completed no later than May 1.
  - 6.2.2 The primary evaluator will solicit feedback from teachers regarding an Employee's performance. The primary evaluator must include observations as part of the evaluation.
  - 6.2.3 Face-to-face evaluation meetings will be held with Employees.
  - 6.2.4 Employees will be given 24-hours advance notice of the evaluation meeting and provided a copy of their evaluation with the notice.
- 6.3 Evaluations as Final:** Employee evaluations, including any related ratings, shall not be subject to the grievance and arbitration procedure set forth in this Contract.

## ARTICLE VII Reduction in Employee Staff

- 7.1 Reduction-In-Force:** If the Board decides to decrease the number of Employees, discontinue particular positions, or decrease their number of work hours in any classification covered by this Agreement, the Board will honorably dismiss the affected Employees on the basis of seniority within the affected classification (i.e., the least senior Employee in the classification shall be laid off first), provided that the remaining Employees in that classification are determined to be qualified to perform the work remaining after the layoff/reduction. An Employee who is subject to layoff and who has prior District experience in another seniority classification may displace the least senior Employee in the classification he/she formerly held, provided he/she has the necessary present skills, abilities, and qualifications for the position.

The classifications of Employees are:

- One-on-One Nurse
- One-on-One Paraprofessionals
- Paraprofessionals (Special Ed and Student Support Center)
- Music Paraprofessionals
- Excel Paraprofessionals
- Library Paraprofessionals
- ELL Paraprofessionals
- Student Safety (10 months)
- Student Safety (12 months)

- 7.1.1 Seniority shall be defined as the length of full-time service within the District in an ESP classification commencing with the first day of employment (i.e., first day of actual work), less adjustments for layoff or approved leaves of absence without pay (excluding military leaves). If an Employee changes classification, the Employee shall maintain seniority in that classification but shall not accrue any further seniority in his/her previous classification. In the new classification, the Employee's seniority carries over from the prior classification, except that beginning in the 2017-2018 School Year, an Employee must begin to accrue seniority anew in any new classification (i.e., the Employee does not carry over seniority from any prior classification). Seniority ties shall be broken by the date the Employee was hired by the Board. If there is still a tie, the application date shall be used to break the tie.

- 7.1.2 If two (2) or more Employees otherwise have equal seniority and one or more is to be honorably dismissed, seniority order shall be determined by, in order:

7.1.2.1 Most experience in the Employee's current classification in this District;



7.1.2.2 Highest performance ratings in the Employee's last two (2) evaluations;

7.1.2.3 Lottery.

7.1.3 On or before February 1 of each year the District shall post on the District web site a seniority list for full-time ESP Employees by classification showing their accumulated seniority credit, calculated in accordance with the provisions of this Section. In addition, any ESP Employee may also view the seniority list at the District's Human Resources Office. If any Employee believes there is an error in the seniority list, he/she must bring the error to the attention of the Director of Human Resources within two (2) weeks after the seniority list is posted or no correction will be made.

**7.2 Recall Rights:** If the Board has any vacancies in a classification covered by this Contract for the following school term or within one calendar year, the positions becoming available shall be tendered to Employees with recall rights in reverse order of layoff from the classification in which the vacancy occurs or to any other classification for which an Employee is qualified. Notification of recall shall be by certified mail to the Employee's last known address. It shall be the responsibility of the Employee to keep his/her address current by providing the Human Resources Office with the necessary information. If the Employee does not respond to a notification of recall by notifying the District of the decision to accept or decline the position within ten (10) calendar days of the receipt of the letter by the District to the Employee's last known address, the Employee's right to recall shall cease.

## ARTICLE VIII Absences and Leaves

- 8.1 Sick/Personal Leave:** All 10-month Employees who meet the IMRF 600-hour standard will receive ten (10) paid sick leave days per fiscal year, two (2) of which may be used as personal days. All 12-month Employees who meet IMRF 600-hour standard will receive twelve (12) paid sick leave days per fiscal year, two (2) of which may be used as personal days. Unused sick leave days may accumulate up to a maximum of three hundred fifty (350) days of sick leave. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, and legal guardians. The District may request documentation of death in the immediate family when an Employee uses sick leave for bereavement purposes.
- 8.1.1 The District may request as a basis for pay after an absence of three (3) days, or as the District may deem necessary, that the use of sick leave or fitness for duty be certified by a physician licensed in Illinois to practice medicine and surgery in all its branches, or by a licensed chiropractic physician, advanced practice nurse, a physician assistant, or other treatment provider as authorized under the *School Code*.
- 8.1.2 Sick leave may not be used in increments of less than one-half (1/2) day. One-half (1/2) day of sick leave will be deducted for an absence of four (4) hours or less. A full day of sick leave will be deducted for any absence over four (4) hours.
- 8.1.3 Use of sick leave days as personal days may be requested throughout the School Year to conduct business which cannot be accomplished on non-work time. Requests for personal leave shall not be approved for such events as job interviews (except where the Employee has received official notification that he/she has been reduced-in-force), or for any time off in which the Employee receives remuneration (compensation and/or benefits) from another source, or if operational needs require the Employee's presence.
- 8.1.4 Unless extraordinary reasons are presented, no Employee shall be granted a personal leave day on the last school day before and the first school day after any holiday or holiday break period when school is not scheduled pursuant to the calendar adopted by the Board, during the first week of school, or during the last week of school (except for a graduation or wedding of a member of the immediate family or to attend a funeral).
- 8.1.5 Personal leave may not be used in increments of less than one-half (1/2) day. One-half (1/2) day of personal leave will be deducted for an absence of

four (4) hours or less. A full day of personal leave will be deducted for any absence over four (4) hours.

- 8.2 Jury/Subpoena Leave:** Any Employee who serves on a court jury or appears in response to a subpoena as a witness in a court trial, or to have a deposition taken in any school related matter when he/she otherwise would have been scheduled to work, shall be paid for the regular straight-time hours he/she would have worked. An Employee who serves as a witness in a court proceeding or appears in court for a non-school related matter because the Employee is party to a lawsuit will not be paid for his/her absence.
- 8.3 Family and Medical Leave Act of 1993:** The parties agree that the Employer may adopt policies to implement the *Family and Medical Leave Act* of 1993 that are in accord with what is legally permissible under the Act.

## ARTICLE IX Grievances

- 9.1 Grievance Definition and Filing Deadline:** A grievance is defined as a complaint by an Employee or the Association that there has been a violation of a specific provision of this Contract. In the event an Employee or the Association believes that there has been such a violation by the Board or Administration, the Employee or the Association shall initiate the following procedure no later than the twentieth (20th) working day following the first occurrence of the alleged violation or no later than the twentieth (20th) working day after the Employee or the Association, through the use of reasonable diligence, obtained or should have obtained knowledge of the first occurrence of the alleged violation.
- 9.2 Grievance Procedure:** The parties acknowledge that it is most desirable to an Employee and the Employee's immediate supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the Employee, a grievance may be processed as follows:
- 9.2.1 STEP I – Supervisor Level.** If the grievance is not resolved informally under Section 9.2 the Employee or the Association shall present the grievance in writing to the appropriate immediate supervisor and building principal within the deadline established in Section 9.1 above. The written grievance shall specify the section or sections of this Contract which are allegedly violated, the full facts on which the grievance is based, and the specific relief requested. Within fifteen (15) working days thereafter, a meeting shall be held between the grievant, an Association representative if requested by the grievant, and the appropriate immediate supervisor and building principal. The appropriate immediate supervisor and building principal shall provide the grievant with a written response to the grievance, including the reason(s) for the decision, within ten (10) working days after such meeting.
- 9.2.2 STEP II – Superintendent Level.** If the grievance is not resolved at Step I, it may be submitted by the Employee in writing to the Superintendent within fifteen (15) working days after receipt of the building principal's written reply. Within fifteen (15) working days thereafter, a meeting shall be held between the grievant, an Association representative, the Superintendent or his/her designee, and other appropriate administrative personnel. The Superintendent or his/her designee shall provide the grievant and the Association with a written response to the grievance, including the reason(s) for the decision, within fifteen (15) working days after such meeting.
- 9.2.3 STEP III – Board Level.** If the grievant(s) is not satisfied with the decision reached in Step 2, the decision may be appealed within a period of ten (10) days from completion of Step 2 to the Board of Education. Such an appeal should be considered in executive session at the next regular Board meeting that occurs at least ten (10) days after receipt of the appeal by the Secretary of the Board. Notification will be sent to all parties previously involved and to

all members of the Board.

9.2.4 **STEP IV -- Arbitration.** If the grievance is not resolved at Step III, the Association may refer the grievance to binding arbitration within fifteen (15) working days after receipt of the reply at Step II by notifying the Superintendent in writing.

9.2.4.1 If the grievance is appealed to arbitration in timely fashion by the Association, the parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the ten (10) day period, the parties shall immediately jointly request the American Arbitration Association to provide a panel of arbitrators for selection.

9.2.4.2 The arbitrator shall not amend, modify, nullify, ignore or add to the provisions of this Contract. The arbitrator's authority shall be strictly limited to deciding only the issue presented in the written grievance and his/her decision must be based solely upon his/her interpretation of the meaning or application of the specific article of this Contract which has been allegedly violated.

9.2.4.3 The fees and expenses of the arbitrator, including the cost of a written official transcript if requested by both parties, shall be divided equally between the Board and the Association, provided, however, that each party shall be responsible for compensating its own representatives and witnesses. If both parties have agreed to divide the cost of the official transcript, it shall be copied "in-house" and a copy made available to each party.

9.3 **Impact of Timelines:** Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at that step. Failure at any step of this procedure to communicate a decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. The parties may mutually agree in writing to extend any of the time limits set forth in this Article.

9.4 **Working Days:** The term "working days" as used in this Article shall mean Employee attendance days; provided, however, that between the last Employee attendance day of the School Year and the first Employee attendance day of the next School Year (i.e., over summer vacation), the term "working days" shall mean week days (exclusive of week days recognized and observed by the District as holidays).

- 9.5 Grievance Meetings:** Should the holding of the meeting to discuss the grievance at either Step I or Step II occur during normal working hours, the grievant(s) and/or the Association representative shall be released from his/her regular assignment without loss of pay or benefits for the purpose of attending such meeting.
- 9.6 Step I By-Pass:** If the grievant(s), the Association, and the Superintendent agree, Step I of the grievance procedure may be bypassed and the grievance presented directly at Step II.
- 9.7 No Reprisals:** Neither the Board nor the Association shall take reprisals against any Employee because of the Employee's participation or refusal to participate in the processing of a grievance pursuant to the provisions of this Article.

## ARTICLE X Salary

**10.1 Salary Category Placement:** Employees hired after the effective date of this Contract will be placed by the District at the first step of the applicable salary category unless they are given credit for prior experience related to the position and qualifications. The salary category placement schedule for new hires is attached and incorporated into this Contract as Appendix A. No newly hired Employee shall be hired at a rate that surpasses a current Employee in the same position and experience level.

**10.2 Longevity/Retention Bonus Payment and Educational Stipend:** Eligible Employees may either receive a longevity/retention bonus or the educational stipend but cannot receive both.

The Board shall pay eligible Employees a longevity/retention bonus in the following amounts after the completion of the following listed years of service to the District:

After Completion of:	Amount of Bonus
3 to 5 years	\$250 annual bonus
6 to 9 years	\$500 annual bonus*
10 to 14 years	\$750 annual bonus*
15+ years	\$1,000 annual bonus*

\* The annual bonus increases by \$250 at each level.

To earn a year of service towards the longevity/retention bonus, the Employee must be present and participating for at least 120 workdays during the School Year.

Employees who have attained a 4-year college degree shall be paid an annual educational stipend of \$1,200.

The Board shall pay the longevity/retention bonus amounts and the educational stipends to eligible Employees in the first payroll check after September 1<sup>st</sup>. For example, if an Employee completes his/her 3<sup>rd</sup> year of service at the end of the 2020-2021 School Year, the longevity/retention bonus payment will be made in the first payroll check after September 1, 2021, provided the Employee is still employed with the District.

**10.3 Salary Increases:** For the 2021-2022 School Year, Employees who were employed with the District during the 2020-2021 School Year shall receive an increase of 2.3% over their prior year's hourly rate.

For the 2022-2023 School Year, Employees who were employed with the District during the 2021-2022 School Year shall receive an increase of 2.0% over their prior year's hourly rate.

For the 2023-2024 School Year, the hourly rate for Employees who were employed with the District during the 2022-2023 School Year shall be increased by the percentage of the “consumer price index” as that term is defined within the *Property Tax Extension Limitation Law* (“PTELL”) with a floor of no less than 2.0% and a ceiling of no more than 3.5%.

Any Employee who receives a performance evaluation rating of less than Proficient shall not be eligible to receive a salary increase for the following School Year.

- 10.4 Pension Payments:** From the compensation amounts paid to Employees, the Board shall deduct and pay to the Illinois Municipal Retirement Fund all contributions required by law.
- 10.5 Physical Assistance Stipend:** Employees who are actively certified at CPI Level 3 by the Crisis Prevention Institute shall earn a \$500 stipend per semester. The Administration shall provide the Association with a list each semester of the Employee’s eligible for this stipend.
- 10.6 Death Benefit:** If an Employee dies during the School Year while actively employed, the heirs of the Employee shall have the option of converting up to 20 percent of the Employee’s accumulated sick leave into paid salary, provided the number of days to be converted does not exceed the number of remaining work days in the School Year.
- 10.7 Survivor’s Benefits:** Upon request, the Board will supply an Employee’s survivor with advice on the benefits due the survivor from the District.



## ARTICLE XI Summer Employment

**11.1** **Selection:** The summer program administrator for the District shall select and assign faculty for the summer programs based upon his/her assessment of the following:

11.1.1 Requirements of the summer school program.

11.1.2 Qualifications of the personnel applying

11.1.3 Written evaluations of Employee performance.

**11.2** **Compensation:** Compensation for summer school employment for Employees shall be made on the basis of the Employee's per diem during the regular School Year. All compensation for summer school or for summer work shall be paid at the rate established in the Contract in effect during the School Year preceding the summer in question.

## ARTICLE XII Employee Fringe Benefits

**12.1 Insurance Benefits:** All Employees who are regularly assigned to work a minimum of four (4) hours a day (i.e., 50% FTE) may elect to receive the following fringe benefits as set forth in the District's applicable group policy. These fringe benefits may be increased, decreased, deleted or added to, provided such change is specified in writing and ratified by both the Board and the Association. Such ratified changes shall become effective upon issuance of the policy by the insurer making such changes effective.

### **12.1.1 Life Insurance and Accidental Death and Dismemberment Insurance**

12.1.1.1 Any Employee not electing dependent coverage for the comprehensive hospital and medical-surgical programs will receive group term life insurance in an amount equal to twice his / her annual base salary rounded to the next higher thousand dollars.

12.1.1.2 All Employees shall be given the option of receiving either the amount of group term life insurance specified above or the maximum amount of life insurance he/she may receive without being required to include the premiums for such insurance as taxable income.

12.1.2 Major Medical Insurance (see Section 12.3, Flexible Benefit Plan, below)

12.1.3 Prescription Drug Insurance (see Section 12.3 below)

12.1.4 Long-Term Disability Insurance (The maximum benefit for disability insurance shall be 60% of base salary with a \$10,000 per month cap.)

12.1.5 Dental Insurance (Full annual premium at the expense of the Employee)

**12.2 Insurance Committee:** The Association shall participate in the Board's on-going District Insurance Committee. Membership on the Insurance Committee shall be four (4) Board members and/or administrators appointed by the President of the Board, four (4) Employees appointed by the President of the Association, and representatives from other employee groups not in the support staff bargaining unit. The Insurance Committee shall meet at least quarterly and may hold additional meetings as agreed by members of the Insurance Committee. Responsibilities of the Insurance Committee shall include monitoring the insurance plan and its usage, making recommendations regarding plan specifications and design changes, and conducting an employee education program aimed at making employees more knowledgeable consumers of health care. The Insurance Committee may make recommendations to the Board and the Association

regarding provisions of the medical insurance plan. No changes will be made in the medical insurance plan without the express approval of both the Board and the Association, except that the Association may require plan design changes for the purpose of decreasing premiums without Board approval.

**12.3 Section 125 Flexible Benefit Plan:** The Board will establish an IRS Section 125 Plan ("Plan") available for Employees covered by this Contract. The summary of benefits can be found on the District's website. That Plan will provide as follows:

12.3.1 Board Contribution to Major Medical Insurance. Employees who are regularly assigned .50 FTE and who elect to participate in Board-sponsored major medical insurance ("health premium benefits") of any type (i.e., HMO, PPO, HDHP, etc.) will receive a Board contribution towards the purchase of such insurance coverage. For the 2021 calendar year, the Board contribution will be equal to ninety percent (90%) of the total cost for the Board-sponsored PPO insurance premium for that calendar year. For the calendar year beginning January 1, 2021, if there is an increase in the premium, the increase will be managed as follows: (1) for premium increases up to and including 8% over the prior year's premium, the Board and the Employees will split the increases equally (i.e., the Employees' increased contribution shall be limited to a total of 4% per year); (2) for increases exceeding 8% over the prior year, the Board will be responsible for the balance.

- *Example:* If the insurance premium for the 2021 calendar year is \$10,000, the Board will pay \$9,000 and the Employee will pay \$1,000. If in the 2022 calendar year, the insurance premium increases to \$10,900 (9%), the Board pays \$9,500 (5%) and the Employee pays \$1,400 (4%).
- *Example:* If the insurance premium for the 2021 calendar year is \$10,000, the Board will pay \$9,000 and the Employee will pay \$1,000. If in the 2022 calendar year, the insurance premium increases to \$10,600 (6%), the Board pays \$9,300 (3%) and the Employee pays \$1,300 (3%).

12.3.1.1 During the first open enrollment period following ratification of this Contract, the Board shall make a one-time \$1,000 bonus payment to any Employee who switches his/her health coverage from a PPO option to an HMO option available under the Plan.

12.3.2 As further set forth in the Plan document, the Employee may apply the Board contribution toward any of the health premium benefits available in the Plan (e.g., HMO, PPO, or HDHP/HSA coverage). However, the Board contribution cannot be applied towards the

election of any non-health premium benefits in the Plan (e.g., dental coverage, health FSA or dependent care FSA). However, if the Employees receive excess cash pursuant to Section 12.3.3 below, the Employee may use that money to purchase other benefits under the Plan via salary-reduction.

- 12.3.3 Any portion of the Board contribution remaining after the Employee's election of health premium benefits may be retained by the Employee in the form of cash at the maximum amount of \$5,000 for the insurance year. The \$5,000 cash option will be allocated across the yearly paycheck.
- 12.3.4 Eligible Employees not electing coverage under any of the Board-sponsored major medical insurance plans shall receive cash in the amount of \$5,000, provided such Employees are able to verify group medical insurance coverage at another employer by providing evidence to Human Resources before the first "cash out" payment is issued.
- 12.3.5 Employees who are not eligible to participate in the health premium benefits shall not be eligible to participate in the health FSA available under the Plan.
- 12.3.6 The Board contribution and any cash benefit payable under the Plan shall be payable on a per payroll basis. Changes in status shall be made in accordance with the Plan document and applicable law. The Board contribution/cash benefit payable under the Plan may be modified in accordance with the Plan document for Employees experiencing such changes in status.
- 12.3.7 Participation in the Plan shall be in accordance with the terms of the Plan document and applicable law.
- 12.3.8 Participation in any insured or self-insured Board-sponsored benefit shall be in accordance with the terms and conditions of any applicable insurance contract and applicable law.
- 12.3.9 The parties hereby agree that the Board and the Association make no representations regarding the creditable earnings status with respect to any compensation received by Employees pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related IMRF issues shall be made by IMRF and, where applicable, a court of competent jurisdiction.

**12.4 Fringe Benefits Duration:** The provisions of this Article will be in effect through August 31 of each School Year as part of the compensation for services rendered.

**12.5 Retirement Recognition Benefits:** Upon retirement, an Employee who has at least fifteen (15) years of service with the District and who retires pursuant to IMRF shall receive one (1) day's pay for each full year of service.

**ARTICLE XIII Effect of Agreement, Duration, and Signatures**

- 13.1 Continuous and Uninterrupted Service:** During the term of this Contract, neither the Association nor any of the Employees covered by this Contract will instigate or participate in any strike, sympathy strike, or any other intentional interruption of the operations of the District.
- 13.2 Severability:** Should any article, section or clause of this Contract be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Contract to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Contract if not affected by the deleted article, section or clause.
- 13.3 Duration:** This Contract shall be effective as of July 1, 2021, except as otherwise expressly provided in the agreement, and shall remain in full force and effect until June 30, 2024.

If negotiations for a new Agreement have not been completed prior to the beginning of the 2024-2025 School Year, or the subsequent School Year following the expiration of this or a successor Contract, each Employee will be paid for services rendered during the following School Year on the basis of his/her hourly wage, compensation for other assignments, and fringe benefits for the preceding School Year until a settlement has been reached.

This Contract is made and entered into by and between the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois, and the Hinsdale Township High School Support Staff Association, Inc., IEA/NEA.

**HINSDALE TOWNSHIP HIGH SCHOOL  
SUPPORT STAFF ASSOCIATION, INC.,  
IEA/NEA**

By:   
HTHSSA President

Date: 8/30/21

**BOARD OF EDUCATION,  
HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86**

By:   
Board President

Date: 8/20/2021

APPENDIX A  
Wage Placement Schedule for New Hires

Ste	Paraprofessionals/Student Safety		Nurses
1	\$15.77		\$34.68
2	\$16.00		\$35.21
3	\$16.29		\$35.73
4	\$16.55		\$36.26
5	\$16.82		\$36.79
6	\$17.08		\$37.31
7	\$17.34		\$37.84
8*	\$18.39		

\*Step 8 may only be used to hire paraprofessionals requiring specialized skills and experience levels, such as music assistants or aides serving in specific programs (SB100, Haven, Excel, ELL, Program Success, etc.).

If any vacancies become available in the Step 8 category, current Employees who are qualified may apply and will be given first consideration for any of the positions. The Employee's salary would be increased to that rate if he/she is hired and his/her hourly rate is less than \$18.39 per hour.

The administration will not hire anyone into Step 8 without first consulting with the HTHSSA President or designee.