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**COLLECTIVE BARGAINING AGREEMENT**

**between**

**HOMEWOOD-FLOSSMOOR CLASSIFIED STAFF  
ORGANIZATION, IEA/NEA**



**and**

**THE BOARD OF EDUCATION  
of  
HOMEWOOD-FLOSSMOOR COMMUNITY  
HIGH SCHOOL**

**July 1, 2022 - June 30, 2027**



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**ARTICLE I  
RECOGNITION AND DEFINITIONS**

**1.1 RECOGNITION CLAUSE**

The Board of Education of Homewood-Flossmoor Community High School District 233, Cook County, Illinois, hereinafter referred to as the "Board," recognizes the Homewood-Flossmoor Classified Staff Organization, an affiliate of the Illinois Education Association (IEA) and the National Education Association (NEA) hereinafter referred to as HFCSO as the sole and exclusive bargaining representative for all persons regularly employed full-time or part-time by the Board in the following job titles or classifications: Secretary; AV Manager; Cashier/Campus Store Coordinator; Computer Services/Information Services; Library Technical Assistant; Nurse; Theater Manager.

**ARTICLE II  
MANAGEMENT RIGHTS**

**2.1 MANAGEMENT RIGHTS**

The Board of Education of District 233 retains exclusively to itself the right to manage and to direct its employees, including but not limited to the following: to direct, plan and control operations; to change existing methods, equipment and facilities and/or to introduce new and improved ones; to terminate, in whole or in part, operations; to determine what services shall be performed by the employees; to establish and change the hours of work; to select, hire and transfer employees; to assign them to work as needed; to evaluate, promote, demote, suspend, discipline and discharge employees; to layoff and to relieve employees from duty; to make and enforce reasonable rules not inconsistent with the provisions of this contract or the law.

**ARTICLE III  
EMPLOYEE RIGHTS**

**3.1 PROBATIONARY STATUS**

There will be a probationary period of one year from the date of hire for new employees during which time the District shall have the right to dismiss an employee without consideration of any conditions of this Contract. The benefits available to employees during this time period shall be health, life and dental insurance, tuition reimbursement, vacation (if applicable), personal days, sick leave days, bereavement and holidays recognized in this Contract. After completing the probationary period, the employee shall be considered a continuing employee. A continuing employee may resign or be laid off only in accordance with the provisions of this Contract.

### 3.2 NON-DISCRIMINATION

The Board shall not discriminate against any employee for reason of race, religion, sexual orientation, or membership in the HFCSO organization. The Board shall not discriminate against any employee that participates in any HFCSO activities or the institution of any grievance, complaint, or proceeding under this contract.

### 3.3 STUDENT DISCIPLINE

- A. Supervision of Students – When an employee is required to assist in supervision of students in their assigned work area, any disruptive or insubordinate behavior should be reported to the employee’s supervisor so alternative supervision arrangements can be made.

Employees are not required to get involved in any physical or verbal altercation among students, aside from announcing themselves as a staff member, instructing that the altercation stop and contacting security or the deans.

- B. Assaults – Any case of assault, battery, or intimidation of an employee by a student shall be promptly reported in writing to the building administration. The District will comply with 105 ILCS 5/10-21.7 “Attacks on School Personnel.”

Employees may pursue law enforcement or other legal remedies available to them as a result of an assault, battery, or intimidation.

### 3.4 EMPLOYEE DISCIPLINE

An employee may not be suspended without pay or recommended for dismissal without just cause.

Both the Board and HFCSO agree with the tenets of progressive and corrective discipline when appropriate. Disciplinary action will consist of the following measures:

1. Verbal warning (no record in personnel file);
2. Verbal reprimand (to be followed by confirmatory correspondence);
3. Written reprimand (to be placed in the employee’s personnel file);
4. Suspension with or without pay (notice to be given in writing); and
5. Dismissal (notice to be given in writing).

When the Board determines that the seriousness of a particular offense or incident makes the application of progressive discipline inappropriate, the appropriate disciplinary step may be utilized.

An employee may request union representation be present during any interview with the Administration that he or she reasonably fears may result in discipline.

Before an employee may be suspended with or without pay or dismissed, he or she will be provided with written notice of the charges against them and an opportunity to present his or her version of events, as well as any evidence supporting their position. An employee will have the right to be accompanied by an HFCSO representative during any such meeting.

An employee may petition the Administration to remove a verbal or written reprimand from his or her personnel file after four (4) years from its issuance.

When the Board deems it appropriate, specific support(s) and/or intervention(s) will be provided as part of an employee's discipline.

### **3.5 SENIORITY**

Seniority shall be defined as the length of continuous service to the District, commencing on the employee's first day of full-time employment in a bargaining unit position. If an employee is present and provides services to the District on one hundred (100) or more work days during a school year (i.e. July 1st – June 30th), then he or she will be awarded one (1) year of seniority credit. Continuous service will be considered interrupted and terminated if the employee resigns his or her position of employment within the bargaining unit or his or her employment is terminated by the Board.

### **3.6 PERSONNEL FILE**

There shall be only one (1) District personnel file maintained on each employee. Each employee shall have the right to examine and request to the Human Resource Department the contents of their personnel file in accordance with the Illinois Personnel Records Review Act. The request shall be granted within seven (7) working days. An employee may obtain a copy of their entire personnel file or any item in their personnel file upon request. Written rebuttal may be made by an employee to items in their file that have been or may be used for evaluation or discipline. It shall be the responsibility of each employee to review their file once a year. A representative of the HFCSO may accompany the employee in this examination. No material used for evaluation or discipline purposes shall be placed in an employee's personnel file without the prior knowledge of the employee.

An employee who is involved in a current grievance against the District may designate in writing a representative of the HFCSO to inspect the employee's personnel record which may have a bearing on the resolution of the grievance, except as provided in Section 10 of the Personnel Record Review Act.

## **ARTICLE IV ASSOCIATION RIGHTS**

### **4.1 ATTENDANCE OF MEETINGS DURING WORK HOURS**

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay/benefits during working hours to attend meetings called by the District.

#### **4.2 ASSOCIATION LEAVE**

In the event that the Association desires to send representatives to local, state, or national conferences, or on other business pertinent to Association affairs, these representatives shall be excused without loss of pay. Such requests shall be forwarded to the Superintendent through the President of the HFCSO. There shall be ten (10) total Association Leave days available to the HFCSO each year. Such days shall not unreasonably impair the functioning of District work or any department. No association member may take more than five (5) days of Association leave during the regular academic year.

#### **4.3 POSTING OF NOTICES**

The HFCSO shall have the right to post notices of its activities and matters of HFCSO concern on bulletin boards located in staff lounges and mailrooms of both buildings.

#### **4.4 DISTRIBUTION OF UNION LITERATURE**

The HFCSO shall be allowed to use the District's mailboxes and email to distribute HFCSO information and can distribute information during employees' non-working hours.

#### **4.5 USE OF DISTRICT FACILITIES**

The HFCSO may hold union meetings during non-school hours provided that the schedule and use of a location is approved by the building principal in advance, and the meetings do not disrupt other school activities.

#### **4.6 USE OF EQUIPMENT**

The HFCSO shall have the right to use District photocopiers and other digital data processing equipment at reasonable times and when such equipment is not otherwise in use. The HFCSO shall provide their own materials and supplies.

#### **4.7 PERTINENT EMPLOYEE INFORMATION**

The Board shall furnish to the HFCSO names, dates of hire, position and yearly work hours of new employee's within ten (10) work days from the date of hire. The Board shall furnish the HFCSO names and dates for employees who terminate or have a change in position.

#### **4.8 DUES DEDUCTION**

The District shall deduct from the regular paycheck of each HFCSO employee, for whom it previously received written authorization or notice to do so from the HFCSO, the required amount of HFCSO dues. A list of employees from whom the dues have been deducted and the amount deducted from each shall be forwarded to the proper HFCSO officer upon request. Deductions pursuant to this provision shall continue unless and until authorization is properly withdrawn or revoked by the employee in accordance with HFCSO requirements and notice of such withdrawal or revocation is provided to the District by the HFCSO, or the employee is no longer employed in a bargaining unit position.



If the HFCSO does not provide the District with actual copies of employee authorization or revocation requests, then the District shall rely on information provided by the HFCSO regarding whether deductions were properly authorized or revoked and the HFCSO shall indemnify the District for any damages and reasonable costs incurred for any claims made by an employee for deductions made in good faith reliance on that information.

HFCSO dues will be prorated as appropriate.

## **ARTICLE V EMPLOYEE EVALUATION**

### **5.1 EVALUATION DEFINITION**

The evaluation of the employee shall be conducted for the primary purpose of improving performance. All formal written evaluations shall indicate the employee's strengths and weaknesses. If weaknesses are noted, the evaluator may provide specific suggestions for improvement.

### **5.2 EVALUATION INSTRUMENT**

There are 14 performance categories that encompass the Support Staff Evaluation. Each category has four levels of performance descriptors: Excellent, Proficient, Needs Improvement, Unsatisfactory.

1. Job Knowledge
2. Quality of Work
3. Judgment
4. Teamwork
5. Initiative
6. Job Focus and Closure
7. Attendance and Punctuality
8. Customer Service
9. Confidentiality and Sensitivity
10. Flexibility
11. Communication
12. Efficiency
13. Student Interactions
14. Professional Development

### **5.3 EVALUATION CYCLE**

New employees will be evaluated annually. After three (3) years of proficient or excellent ratings in each category, the employee will be evaluated once every three years. The District reserves the right to place an employee on the evaluation cycle at the beginning of any off-cycle year. An employee may request to be placed on-cycle for evaluation at the beginning of an off-cycle year.

#### **5.4 NOTICE OF EVALUATION**

Members on the evaluation cycle will receive notice no later than on the first day of student attendance each academic year.

#### **5.5 PERFORMANCE REVIEW MEETING**

Within thirty (30) days of the start of the academic year of each on-cycle year, the employee and the direct supervisor will meet to discuss the upcoming school year and areas for growth and professional development.

#### **5.6 MID-YEAR PERFORMANCE REVIEW MEETING (optional)**

Prior to January 31, the supervisor or employee may request a Mid-year Performance Review meeting to discuss performance and review of progress.

If a supervisor does not request such a Mid-year Performance Review meeting, the employee may nevertheless still receive an unsatisfactory or needs improvement rating(s).

#### **5.7 FINAL EVALUATION MEETING**

The final evaluation meeting shall occur no later than fifteen (15) days prior to the end of the work year for the member. During the meeting, the evaluator will discuss the performance components and the proficiency levels determined for the member. A copy of the final evaluation will be provided to the member.

#### **5.8 EVALUATION REBUTTAL**

The employee shall have the right to attach a written rebuttal to their evaluation provided that the employee submits the rebuttal to the District within thirty (30) working days after their evaluation, unless otherwise agreed to by the District.

#### **5.9 ACTION PLAN**

If an employee receives an Unsatisfactory for any of the 14 components, the employee will be placed on an Action Plan to address the area(s) that are rated unsatisfactory.

An employee who receives a rating of Unsatisfactory for any one component will be placed on an action plan within ten (10) workdays of the evaluation's completion to address the identified area(s) of deficiency. The plan shall be developed with input from the HFCSO. The plan will last for a period of thirty (30) workdays. At the end of the thirty (30) day period, the evaluator will complete a second evaluation within five (5) workdays. If the rating has not improved and the employee is still rated as Unsatisfactory as to such component, they may be recommended for termination. If deemed appropriate by the evaluator, this original thirty-day (30) remediation period may be extended for an additional fifteen (15) workdays, at which point a third evaluation will be completed within five (5) workdays. If the rating has not improved after this extended forty-five (45) day period and the employee is still rated as Unsatisfactory as to such component, he or she will be recommended for termination.

## **5.10 NEEDS IMPROVEMENT**

A staff member that receives a rating of Needs Improvement for any one component will be provided, if applicable, with professional development opportunities to improve performance in the specific area(s) needing improvement.

## **ARTICLE VI WORKDAY AND YEAR**

### **6.1 WORKDAY AND WORK YEAR**

A normal workday is defined as an eight (8) hour day, including two (2) fifteen (15) minute paid breaks, but excluding a thirty (30) minute unpaid duty free lunch. Employees shall be expected to work eight (8) paid hours per day for five (5) days Monday through Friday. For Federal Labor Standards Act (FLSA) purposes, the work week is defined as Sunday through Saturday.

### **6.2 12-MONTH EMPLOYEES - SUMMER HOURS**

Employees who occupy positions which require that they work during the summer months shall work a 37-1/2 hour week during these months (approximately June 6th to August 5th). These dates will be announced each May prior to the end of the school year. If an employee is not scheduled to work after 12:30 p.m. and is asked to work by the supervisor, the employee will be paid additionally for that time at the employee's regular rate of pay. The employee will submit a timesheet for hours worked on that day.

### **6.3 LUNCH AND BREAK PERIODS**

Each employee who works five hours or more per day is entitled to one duty-free, unpaid lunch break of one-half hour in duration.

Each employee is entitled to one duty-free paid break, fifteen (15) minutes in duration, for every four hours of work. In the normal eight (8) hour day, there are generally two breaks -- one in the morning and one in the afternoon. The time of the breaks will be assigned to accommodate the needs of the office or work area, District and other co-workers. With the supervisor's approval, that will not be unreasonably withheld, the morning and/or afternoon breaks may be attached to the lunch break for the purpose of a longer lunch period. On rare occasions, due to extenuating circumstances beyond the control of the employee, the breaks can be used at the end or beginning of the day for the purpose of starting or leaving work before the scheduled starting or ending time. All employees must take at least a thirty (30) minute lunch break. Failure to take a daily lunch break may result in disciplinary action.

### **6.4 ASYNCHRONOUS WORKDAY**

In the case of an asynchronous student attendance day due to health or safety reasons, subject to the Superintendent's or designee's approval, employees may be permitted to work remotely.

## **ARTICLE VII VACANCIES, PROMOTIONS AND TRANSFERS**

### **7.1 VACANCY DEFINITION**

A “vacancy” shall be defined as a position which the District has determined to fill on a full-time basis which was created as a result of the 1) resignation, 2) death, 3) retirement, 4) termination of a current employee holding the position, 5) leave of absence of specified duration with or without pay, or 6) a transfer of position or a new position created by the employer.

### **7.2 POSTING OF VACANCIES**

All vacancies shall first be posted internally for ten (10) days before being filled. The District may post externally after the first five (5) days.

All internal employees that meet the requirements set forth in the job posting that apply for the vacancy shall be granted an interview for the position.

The notice shall specify qualifications, salary range, work site, if known, person to whom application should be made, the deadline for application and the start date. A copy of the notice shall be emailed to the HFCSO President and all employees at the time of the announcement of the vacancy.

### **7.3 TRANSFER DEFINITION**

Transfer shall be defined as either a voluntary or involuntary move from one (1) position to another within the HFCSO bargaining unit, including changes in classification, buildings, and shifts, as well as changes of position within the same building with a different job description or supervisor.

An employee moving from a 10-month or 185-day position to a 12-month position will receive full credit for each year of service on the vacation schedule.

### **7.4 VOLUNTARY TRANSFER**

Any HFCSO member who seeks to transfer from his or her current position into a vacancy may apply for the vacancy pursuant to the procedure established in Article 9, Section 2. All bargaining unit members who are interviewed for a position shall be equally considered by the District. The employee shall maintain his/her years of service.

### **7.5 INVOLUNTARY TRANSFER**

The District reserves the right to reassign an employee from one position to another within the HFCSO bargaining unit. When it is necessary to involuntarily transfer or reassign employees, the District, when possible, may seek and consider all employee volunteers. Seniority and qualifications shall be considered in any transfer/assignment. An employee subject to involuntary

transfer shall have the opportunity for a formal conference with all the employee's immediate supervisors (pre-transfer supervisor and post-transfer supervisor). Upon request of the employee, the employee shall be entitled to know the reason for the transfer and such alternatives the employer may have considered in making the transfer. If the employee is dissatisfied with the outcome of the conference with immediate supervisors, the employee may request a meeting with the Superintendent to discuss the transfer. If the employee is dissatisfied with the outcome of this meeting, the employee shall have the option of resigning without prejudice. The employee shall maintain their years of service. An employee moving from a 10-month or 185-day position to a 12-month position will receive full credit for each year of service on the vacation schedule.

Employees shall be notified of any job position changes by July 1; this assignment may change, however, pursuant to conditions of this Contract.

#### **7.6 NOTICE OF ASSIGNMENT**

Employees who have not received notice of any change in work assignment before July 1st of each year may assume their work assignments and sites shall be the same for the following year; provided, however, the involuntary transfer provisions of this Agreement shall still apply to all such employees, without resulting in a pay decrease.

### **ARTICLE VIII REDUCTION IN FORCE AND RECALL**

If an employee is dismissed or the hours he or she works are reduced as a result of a decision of the District: (1) to decrease the number of employees employed by the District; or (2) to discontinue some particular type of educational support service, written notice will be mailed to the employee and also given to the employee either by certified mail, return receipt requested, or personal delivery with receipt, at least thirty (30) days before the employee is dismissed or the hours he or she works are reduced, together with a statement of honorable dismissal and the reason therefor, if applicable.

However, if a reduction in hours is due to an unforeseen reduction in the student population, then the written notice must be mailed and given to the employee at least five (5) days before the hours are reduced.

The employee with the shorter length of continuing service with the District, within the respective category of position, will be dismissed first.

If the District has any vacancies within one calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position will be offered to the employees so dismissed from that category or any other category of position, so long as they are qualified to hold such positions. Employees shall be notified of such vacancies by phone, email, and certified U.S. mail at their last known addresses on file in the District's Business Office. Employees shall have twenty (20) calendar days from the date of this mailing to notify the

District of their intentions. This response requirement shall be clearly indicated on the notice. Failure to respond within this time limit shall result in the termination of all recall rights.

The District will, in consultation with the HFCSO, each year establish a list, categorized by positions, showing the length of continuing service of each full-time employee who is qualified to hold any such positions. Copies of the list will be distributed to the HFCSO on or before February 1st of each year.

If an employee is dismissed as a result of a decision of the District to decrease the number of employees employed by the District or to discontinue some particular type of educational support service and he or she accepts the offer of a vacancy within one calendar year from the beginning of the following school term, then that employee will maintain any rights accrued during his or her previous service with the District.

Where an employee is dismissed by the District as a result of a decrease in the number of employees or the discontinuance of the employee's job, the employee will be paid all earned compensation on or before the next regular pay date following his or her last day of employment.

## **ARTICLE IX GRIEVANCE PROCEDURE**

### **9.1 DEFINITIONS**

- A. A grievance shall be defined as a written complaint by a bargaining unit member or the HFCSO on behalf of a bargaining unit member(s) that there has been a violation, misinterpretation, or misapplication of a specific provision of this Contract
- B. The term "days", referred to in this Article, is defined as the days the District Office is open for business. The time limits specified in this procedure may be extended in any specific instance by mutual agreement of the parties in writing.

### **9.2 RIGHT TO GRIEVE**

Every employee covered by this Contract shall have the right to present grievances in accordance with these procedures, with or without representation of HFCSO. Nothing contained in this article or elsewhere in this Contract shall be construed to prevent any individual employee from discussing a problem with the administration and having it resolved without intervention or representation by the HFCSO.

### **9.3 NO REPRISALS**

An employee who participates in the grievance procedure shall not be subjected to discipline or reprisal because of such participation.

#### 9.4 RIGHT TO APPEAL

The failure of an employee or the HFCSO to act on any grievance within the prescribed time limits shall act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

#### 9.5 HEARING DATES AND TIMES

Hearings and conferences under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons to attend, including witnesses entitled to be present. Such hearings and conferences, insofar as possible, shall be held after regular school hours or during workdays of the employee(s) involved. When such hearings and conferences are held during school days, all employees whose presence is required shall be excused with pay in order to attend.

#### 9.6 PROCEDURE

The parties acknowledge that it is desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communication. Therefore, the Association and the Board would prefer the informal resolution of alleged contract violations. The option of informal resolution or formal filing remains with the employee and/or Association.

##### **Formal Grievance Procedure:**

- A. **STEP I - Initial Filing and Conference** — The affected employee or the Association may present a grievance in writing to the immediately-involved supervisor within fifteen (15) days of the occurrence of the event giving rise to the grievance. During this 15-day window the parties may continue to try to resolve the grievance. The written grievance shall specifically identify the Contract provision allegedly violated and the remedy sought.
- The supervisor and/or administrator will arrange a Step I meeting to take place within ten (10) days of receipt of the grievance. The grievant may be assisted by an Association representative at the meeting.
  - Within ten (10) days of the Step I meeting, the grievant and the Association President shall be provided with the supervisor's written response, including the reasons.
- B. **STEP II - Superintendent Level Procedure** – If the grievance remains unresolved, then the grievant may refer the grievance to the Superintendent in writing within ten (10) days of receipt of the Step I response or the date it was due.
- The Superintendent shall arrange a Step II meeting within ten (10) days of receipt of the appeal.
  - Within ten (10) days of the Step II meeting, the grievant and the Association President, shall be provided with the Superintendent's written response, including the reasons.

- C. **STEP III - Binding Arbitration** – If the Association is not satisfied with the disposition of the grievance at Step III, or the time limits have expired without issuance of the Superintendent’s written response, the Association may submit the grievance to final and binding arbitration. The arbitrator shall be selected using the selection procedures of the American Arbitration Association or the Federal Mediation and Conciliation Services.
- If a demand for arbitration is not filed within thirty (30) days of the receipt of the Step II response, or when it was due, then the grievance shall be deemed withdrawn.
  - The parties will share evidence at least five (5) days prior to the arbitration hearing. Evidence that is not shared at least five (5) days prior to the arbitration hearing shall not be permitted.
  - The arbitrator’s authority shall be strictly limited to deciding only the issue or issues presented to them, and their decision shall be based only on the interpretation of the meaning or the application of the express relevant language of the Contract.
  - The fees and expenses of the arbitrator and the cost of the written transcript shall be divided equally between the Board and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses.
  - The arbitrator shall submit their decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later.

## ARTICLE X LEAVES

### 10.1 SICK LEAVE

12-Month Employees	15 sick days
10-Month Employees	15 sick days
185-Day Employees	15 sick days

Sick leave shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home, or serious illness or death in the immediate family or household.

Sick leave shall also be interpreted to mean birth, adoption, placement for adoption, and the acceptance of a child in need of foster care. Employees are entitled to use up to thirty (30) days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Paid sick leave because of the birth of a child may be used absent medical certification for up to thirty (30) working school days, which days may be used at any time within the twelve (12) month period following the birth of the child. The use of up to thirty (30) working school days of paid sick leave because of the birth of a child may not be diminished as a result of any intervening period of non-working days or school not being in session, such as for summer, winter, or spring breaks or holidays, that may occur during the use of the paid sick leave.



For paid sick leave for adoption, placement for adoption, or the acceptance of a child in need of foster care, the Board may require that the employee provide evidence that the formal adoption process or the formal foster care process is underway, and such sick leave is limited to thirty (30) days. Paid sick leave for adoption, placement for adoption, or the acceptance of a child in need of foster care need not be used consecutively once the formal adoption process or the formal foster care process is underway, and such sick leave may be used for reasons related to the formal adoption process or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, in addition to using such sick leave upon taking custody of the child or accepting the child in need of foster care.

“Immediate family” shall include parents, stepparents, spouse, brothers, sisters, children, stepchildren, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Employee sick leave days are assigned on the first day of the respective work calendar each year, with a maximum accrual of two hundred forty (240) days.

Sick leave may be taken in one-quarter (.25) increments.

As soon as an employee knows that they will be requesting sick leave, the employee must immediately inform their immediate supervisor and enter the absence into the portal. If the absence is known in advance, such as a doctor or dental appointment, the request must be entered in the Portal and submitted to the immediate supervisor and forwarded to the Director of Human Resources for approval. The District reserves the right to request written illness verification from the employee, secured from their physician. A note will be required from a physician if an employee miss three (3) or more consecutive days of work.

## **10.2 CATASTROPHIC EVENT SICK DAYS**

If and when a catastrophic event occurs, the District will follow all State and federal government directives and orders and bargain the impact of such directives and orders upon demand of the HFCSO.

## **10.3 SICK BANK**

### **A. Philosophy**

The purpose of the H-F Sick Leave Bank is to provide a significant number of sick leave days to be utilized by eligible employees when the employee has exhausted all personally accumulated sick leave and the employee is experiencing a serious medical condition. This is a voluntary program that may only be utilized for the serious medical condition of the employee. A serious medical condition is defined as one that is anticipated to result in the inability to return to work for a period of ten (10) or more workdays.

### **B. Board of Trustees**

The Sick Leave Bank will be managed by a Board of Trustees that will be composed of the following individuals: Superintendent, Director of Human Resources, HFEO President,

HFEO Vice-President of Negotiations, HFEO Vice-President of Administrative Affairs, a member from each of the HFSSA, HFCSO and HFMA. Decisions granting the use of sick leave days from the Sick Leave Bank must be approved by the Superintendent and Director of Human Resources. If the request for leave is denied, a simple majority of the Board of Trustees will make the final determination. Both parties are responsible for ensuring consistency in the record keeping of the Board of Trustees and the District.

C. Eligibility

1. Any eligible employee who contributes to the Sick Leave Bank is eligible to be granted days from the Sick Leave Bank. The eligible employee does not have to be in the bargaining unit or a member of HFCSO.
2. An eligible employee must have contributed a sick leave day to the Sick Leave Bank in the most recent request from the Board of Trustees to be granted any days from the Sick Leave Bank.
3. The eligible employee must have used all personally accumulated sick leave days and other compensatory time and have taken five (5) days unpaid before being granted days from the Sick Leave Bank.
4. Applications for utilizing the Sick Leave Bank will be with the HFCSO President and the Office of Human Resources. It is strongly recommended that applications be filed as far in advance as possible. Verbal applications can be permitted if the member is unable to complete an application.

D. Operational Guidelines

1. The Board of Trustees has the complete and final authority for the operation and granting of sick leave days from the Sick Leave Bank.
2. The eligible employee shall be required to show proof of the serious medical condition in the form of a doctor's note or opinion at his or her own expense. The Board of Trustees may request a second opinion from a doctor of the Board's choice at Board expense.
3. The Office of Human Resources and the HFCSO President shall work together to maintain the records of the Sick Leave Bank.
4. At the beginning of the school year, an open enrollment period will occur. The Office of Human Resources will send out a form allowing each eligible employee not currently enrolled to contribute one (1) sick leave day to the Sick Leave Bank. The maximum number of sick leave days in the Sick Leave Bank shall not exceed one hundred eighty (180) days at any time. If an eligible employee chooses not to enroll during the open enrollment period, the eligible employee will not have the opportunity to enroll again until August of the following academic year, and the eligible employee will not be able to utilize the Sick Leave Bank during the school year.

5. In the event the available days in the Sick Leave Bank falls below ninety (90) total days at the start of a school year, all participating employees will be required to contribute one (1) sick day in order to continue participation in the Sick Leave Bank. By doing so, the faculty member loses a sick leave day from their personal accumulation and, therefore, has the opportunity to utilize the Sick Leave Bank for that school year. It is possible that there will be more contributions than a total sum of one hundred eighty (180) days, but the maximum shall be one hundred eighty (180) days available in the Bank. All eligible employees who want to be in the program must donate, even if the accumulation would have been bigger than one hundred eighty (180) days.
6. If the total number of days available in the Sick Leave Bank is greater than or equal to ninety (90) days, there will only be a request issued to those eligible employees who did not contribute the previous year and would so choose to enroll for the new school year. Eligible employees who contributed the previous school year would not be required to contribute again; however, these eligible employees are still eligible to utilize the Sick Leave Bank.
7. If at the start of a school year there are ninety (90) or more sick leave days available in the Sick Leave Bank, but withdrawals during the school year bring the total balance below ninety (90) total days, an enrollment period will ensue for all eligible employees currently enrolled in the Sick Leave Bank who did not contribute at the start of the school year. Eligible employees must contribute one (1) sick leave day during this enrollment period to maintain participation in the Sick Leave Bank.
8. The collective participants cannot use more than one hundred eighty (180) cumulative sick leave days per year from the Sick Leave Bank.
9. No program participant shall utilize more than thirty (30) sick leave days per year from the Sick Leave Bank.
10. No program participant can donate more than one (1) sick leave day to the Sick Leave Bank per year. It is possible that participants will not have to donate every year to maintain the Bank.
11. The Sick Leave Bank is an emergency plan to assist eligible employees in severe cases. This is not intended to replace the IMRF or TRS disability programs or the District's disability programs.
12. The operational period of Sick Leave Bank shall be defined as the period beginning September 1 through August 31.

## 10.4 HOLIDAYS AND PAID NON-WORKDAYS

The observance of legal holidays, local school holidays and paid non-attendance days can change from year to year based on the approval of the official school calendar by the Board of Education.

### A. 12-month and 10-month Employee Holidays

Employees shall not be required to report to work on the following legal school holidays and local holidays when such holidays occur on a regularly scheduled workday. If a ***legal*** school holiday falls on a non-workday or simultaneously with another legal holiday which causes the employee to lose a paid holiday, such day is considered a “floating holiday” and will be granted at another time. Floating holidays must be used by the end of the current work year.

- New Year’s Day
- Martin Luther King Jr’s Birthday
- President’s Day – depending on the yearly school calendar, this day may be observed on Lincoln’s Birthday
- Casimir Pulaski's Birthday - depending on the yearly school calendar, this date may be an attendance day
- Good Friday
- Monday after Easter - depending on the yearly school calendar, this date may be a Paid Non-Workday
- Memorial Day
- Juneteenth
- Independence Day (12-month only)
- Labor Day
- Yom Kippur
- Indigenous People’s Day
- Veterans’ Day - depending on the yearly school calendar, this holiday may be an attendance day
- Election Day - depending on the yearly school calendar, this date may be a Paid Non-workday
- Wednesday before Thanksgiving
- Thanksgiving
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year’s Eve

When the local holidays of Christmas Eve and New Year’s Eve fall on a weekend, a Floating Holiday shall be provided. These Floating Holidays must be used during the Holiday break. If a supervisor deems it necessary that work must be completed during the holiday break, an exception may be considered.

B. 185-day Employee Holidays

185-day employees are paid for 185 days of work – aligned with the teacher work calendar - and eight (8) paid holidays each school year. The eight (8) paid holidays are subject to change on a yearly basis.

**10.5 LEAVE OF ABSENCE WITHOUT PAY**

Each leave of absence without pay shall be of the shortest possible duration to meet its stated purpose. Leaves of absence without pay for not more than one (1) calendar year may be granted by the Board of Education according to the following conditions:

1. Such leave of absence is for the purposes of military service, childcare, serving as a primary caretaker, medical or other reasons deemed acceptable by the Board of Education;
2. A written request shall be made to the Board of Education at least two (2) months before the leave commences;
3. The dates of leave and return must be mutually agreeable to the employee and Board of Education;
4. During any leave of absence without pay, the employee shall be responsible for the entire amount of all insurance premiums (e.g., group health, dental, etc.); and
5. Seniority shall not accrue during any leave of absence without pay unless the employee is present and provides services to the District on one hundred (100) or more workdays during a school year (i.e., July 1st - June 30th).

**10.6 FAMILY MEDICAL LEAVE ACT (FMLA)**

Board of Education Policy 5:185 (“Family and Medical Leave”) shall apply to all HFCSO members. Updated information related to FMLA can be found on the Department of Labor’s website.

**10.7 PERSONAL DAYS**

- 12-Month Employees five (5) personal days
- 10-Month Employees five (5) personal days
- 185-Day Employees five (5) personal days

Each full-time support staff employee shall be provided with personal days of leave per year, without accumulation, assigned at the start of the respective work calendar each year. Requests for personal days are made by submitting a request through the portal to the employee’s immediate supervisor and the Director of Human Resources. The immediate supervisor shall approve or deny the request based on the impact to the department. Any unused personal days at the end of the school year shall be converted to accruable sick days applied at the beginning of the following school year. Personal days may be taken in one-quarter (.25) increments.

## **10.8 BEREAVEMENT**

The purpose of bereavement leave is to provide time for the planning and attending the wake and funeral of a close family member or associate that does not count against the member's sick leave accumulation. A maximum of three (3) bereavement days will be allowed per school year. Employees on extended leaves of absences are not eligible. Additional days of granted bereavement leave will be deducted from either sick, personal or vacation leave at the discretion of the employee. Employees shall also be entitled to leave under the Illinois Family Bereavement Leave Act.

## **10.9 JURY DUTY**

When an employee is required to serve as a juror, the employee must notify their immediate supervisor by submitting the request through the portal. A copy of the jury summons must be forwarded to the Director of Human Resources. The employee may retain transportation, meal reimbursements and/or per diem paid to the jurist.

## **10.10 WORKER'S COMPENSATION**

When an employee is injured on the job and cannot return to work, he or she shall use his or her accumulated sick days and/or personal leave days as a basis for missing or being absent from work. This also includes any days provided by the District's Sick Leave Bank. If the employee is entitled to receive workers' compensation benefits due to such an injury, then during the period that those benefits are being received he or she shall use such leave days in one-third (1/3) increments (retroactive to the first day of absence for that injury). All leave days used during the waiting period will be adjusted to one-third (1/3) increments. Any amounts the employee receives from worker's compensation shall be deducted from all pay owed by the District.

## **10.11 PARENTAL LEAVE FOR ADOPTION OR BIRTH OF A CHILD**

General Conditions for Parental leave: Unless otherwise set forth in this Article, any Parental Leave of absence afforded by the Board is subject to the following general terms and conditions:

- A. A HFCSO member with four (4) years of full-time continuous service with the District is eligible for Parental Leave.
- B. Timelines for Requesting Parental Leave: Application for an unpaid Parental Leave shall be made in writing to the Director of Human Resources or designee at least one hundred twenty (120) calendar days prior to the proposed start of the leave. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending date of the leave. The end date of the leave must coincide with either the beginning of the school year or beginning of the semester.
- C. Structuring of Parental Leave: After consultation with the HFCSO member, the Director of Human Resources or designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration maintenance of continuity of services and medical factors to the maximum possible degree

and the pertinent time factors related thereto. An unpaid leave shall not exceed three (3) consecutive semesters commencing with and inclusive of the birth or placement of an adopted child, except as otherwise limited in this Article.

**Examples:**

1. Parent requests Parental Leave one hundred twenty (120) days before the expected birth or adoption of a child. The birth or adoption occurs on September 1, 2018. The Parental Leave would begin on September 1, 2018, and continue for two (2) additional semesters beyond the semester in which the child arrived. The parent would be required to return to work no later than the first day of the second semester of the 2019-2020 school year.
  2. Parent requests Parental Leave one hundred twenty (120) days before the expected birth or adoption of a child. The birth or adoption occurs on December 15, 2018. The Parental Leave would begin on December 15, 2018, and continue for two (2) additional semesters beyond the semester in which the child arrived. The parent would be required to return to work no later than the first day of the second semester of the 2019-2020 school year.
  3. Parent requests Parental Leave one hundred twenty (120) days before the expected birth or adoption of a child. The birth or adoption occurs on February 14, 2019. The Parental Leave would begin on February 14, 2019, and continue for two (2) additional semesters beyond the semester in which the child arrived. The parent would be required to return to work no later than the first day of the 2020-2021 academic school year.
  4. Parent requests Parental Leave one hundred twenty (120) days before the expected birth or adoption of a child. The birth or adoption occurs on June 15, 2019. The Parental Leave would begin on June 15, 2019, and continue for three (3) semesters beyond the summer in which the child arrived. The parent would be required to return to work no later than the first day of the second semester of the 2020-2021 school year.
- D. Salary and Insurance: No salary, benefits, or other compensation will be paid to the HFCSO member on Parental Leave. Medical, dental, vision, life insurance, accidental death and dismemberment benefits, and long-term disability insurance are not provided for HFCSO members on a Parental Leave of Absence. *Upon approval of the insurance companies*, members are eligible to retain medical, dental and vision at the fully insured equivalent rate provided they pay the fully insured equivalent amount on a monthly basis. Members returning from a Parental Leave shall retain all previously earned and accumulated benefits and rights of employment.
- E. Seniority Effect and Tenure: The tenure and/or seniority status of the member shall not be affected by the terms of the Parental Leave. Seniority will not be accrued during a Parental Leave which may affect the seniority ranking of the employee.

- F. If a member has worked at least one hundred (100) days during the school year (July 1- June 30) in which the leave is taken, they shall be entitled to the applicable wage increase for the following school year.
- G. Notice of Intent to Return: Any member on Parental Leave shall advise the Director of Human Resources or designee in writing no later than one hundred twenty days (120) prior to the termination of such leave that the member intends to return to employment. Failure to advise the Director of Human Resources or designee of intent to return as required by this Section shall be treated as an election not to return to employment and as a resignation from the District.
- H. Position Upon Return: A member returning from an approved leave of absence shall be assigned to a position for which the member is legally qualified, as determined by the District.
- I. Eligibility for Further Parental Leaves: A member who has been granted an unpaid Parental Leave shall not become eligible for a subsequent Parental Leave unless and until such member has returned to full-time service for at least two (2) complete and consecutive semesters.

**10.12 COOK COUNTY PAID LEAVE ORDINANCE WAIVER**

The parties to this Agreement have negotiated various leave benefits, including, but not limited to, sick leave, personal leave, and vacation leave. The parties do not wish to adopt or incorporate any other forms of leave. The parties fully waive all requirements of the Cook County Paid Leave Ordinance, which they have reviewed with the assistance of counsel.

**ARTICLE XI  
INSURANCE AND BENEFITS**

**11.1 HEALTH INSURANCE – DISTRICT PPO PLAN**

- A. Each employee shall pay the percentage of the premium cost for single coverage. This percentage will be based on the fully insured equivalent rate. Annual percentage contributions are as follows:
  - 2022-2023 - 13%
  - 2023-2024 - 13%
  - 2024-2025 - 13%
  - 2025-2026 – 13%
  - 2026-2027 – 13%
- B. Each employee enrolled in the District PPO insurance program AND elects dependent medical coverage shall pay 20% of the cost of the premium for dependent coverage. This percentage will be based on the fully insured equivalent rate.



- C. Out-of-pocket expense limit per calendar year not to exceed \$1,250 per individual or \$3,250 per family (in-network), and \$2,250 per individual or \$6,250 per family (out-of-network)

The individual deductible (per person) per calendar year shall not exceed \$400 (in-network), and \$800 (out of network). The family deductible (3 individuals) per calendar year shall not exceed \$900 (in-network) and \$1,800 (out-of-network).

## **11.2 HEALTH INSURANCE – HMO PLAN**

The Board shall pay no more than 45% of the coverage premium for the employee, and dependents, if applicable, enrolled in the HMO insurance program. The individual must assume responsibility for the remaining 55% of the HMO premium.

## **11.3 PRESCRIPTION CARD**

- A. The District shall provide each employee enrolled in the District PPO Health Insurance Plan, single or single with dependent coverage, with a Discount Prescription Card.
- B. The Prescription Card Plan will follow a 4-tier program that includes:
  - 1. Tier 1 - Generic drug prescriptions will pay a \$10.00 co-payment.
  - 2. Tier 2 - Formulary drugs will pay \$40.00 co-payment.
  - 3. Tier 3 - Non-Formulary drugs will pay \$55.00 co-payment.
  - 4. Tier 4 - Specialty drugs will pay \$75.00 co-payment.
- C. Through mail order or pharmacy pick-up for a 3-month supply, the Discount Prescription Card Plan will follow a 3-tier program as follows:
  - 1. Generic Drug prescriptions will pay a \$20.00 co-payment.
  - 2. Formulary drugs will pay \$70.00 co-payment.
  - 3. Non-Formulary drugs will pay \$100.00 co-payment.

## **11.4 DENTAL INSURANCE**

- A. The Board shall pay 50% of the total cost for each employee enrolled in the individual dental coverage plan. This percentage will be based on the fully insured equivalent rate.
- B. The Board shall pay 75% of the total cost for each employee electing dependent coverage under the District dental plan. This percentage will be based on the fully insured equivalent rate.

## **11.5 TWELVE-MONTH COVERAGE**

- A. The Board-provided insurance shall be for twelve (12) consecutive months for all current employees.

- B. For Board-provided insurance, an individual ceases to be an employee of the School District on the effective date of a resignation or termination. If the date of resignation or termination occurs prior to the close of the school year, the effective date is the date of resignation or termination. Board-provided insurance coverage ends the 1st of the month following the effective date of resignation or termination as defined above.

#### **11.6. LIFE INSURANCE**

The Board of Education provides \$60,000 in group term life insurance for each classified employee.

### **ARTICLE XII EMPLOYEE RETIREMENT**

The District's retirement incentive program shall be available to employees who: (1) will have at least eight (8) years of consecutive service at Homewood-Flossmoor High School as of the expected date of retirement; and (2) immediately upon such retirement, will be eligible to receive an Illinois Municipal Retirement Fund ("IMRF") pension.

Employees who meet the above eligibility requirements and desire the retirement incentive program benefits set forth below, must give the District an irrevocable notice of intent to retire at least one (1) calendar year before their expected date of retirement. Upon their retirement, the eligible employee shall receive a post-retirement bonus of \$450 for each year of consecutive service at Homewood-Flossmoor High School. This bonus will be paid 60 days after an employee's IMRF pension start date.

Per 215 ILCS 5-367j, all IMRF retirees, disabled members and surviving spouses will be entitled to continue group health insurance at their own expense. The Board will pay a maximum of Three Hundred Fifty (\$350) Dollars per month toward the cost of this insurance for a maximum of five (5) years after retirement or until they are Medicare-eligible, whichever is sooner. Termination of this coverage will occur if the retiree fails to pay the requisite premium or becomes eligible for health insurance coverage elsewhere.

In addition, provided the above eligibility and notice requirements are met: (1) a 12-month employee will be credited an additional (i.e. beyond their normal annual allotment) number of sick leave days necessary to bring their total allotment available for use to two hundred forty (240) days; and (2) a 10-month employee will be credited an additional (i.e. beyond their normal annual allotment) number of sick leave days necessary to bring their total allotment available for use to one hundred eighty-one (181) days. Such days will be credited to the employee twelve (12) months before their retirement date.

**ARTICLE XIII  
COMPENSATION**

**13.1 SALARY INCREASES**

During the term of this Agreement, employees shall be paid as follows:

- A. New Employees: Wages for new employees first hired during the 2022-2023 school year shall be as follows:

<b>POSITION</b>	<b>HOURLY WAGE</b>
Building Admin Secretary	\$24.00
District Admin Secretary	\$25.00
Informational Services	\$22.00
Department Secretary	\$22.00
Secretary – Miscellaneous	\$22.00

These “New Employee” hourly wage rates shall increase by the applicable annual percentage amount set forth below. For example, during the 2023-2024 school year, these “New Employee” hourly wage rates shall increase by 5.00%.

- B. Existing Employees: Employees, who were employed during the 2022-2023 school year, shall have their 2022-2023 hourly wage rate brought up to the “New Employee” amounts set forth above, or shall receive a 5.00% increase over their 2021-2022 hourly wage rate, whichever results in a higher 2022-2023 hourly wage rate.

For the remainder of this Agreement, existing employees shall be paid as follows:

**2023-2024 School Year:** Employees shall receive a 5.00% increase over their 2022-2023 hourly wage rate.

**2024-2025 School Year:** Employees shall receive a 5.00% increase over their 2023-2024 hourly wage rate.

**2025-2026 School Year:** Employees shall receive a 4.00% increase over their 2024-2025 hourly wage rate.

**2026-2027 School Year:** Employees shall receive a percentage increase over their 2025-2026 hourly wage rate equal to the increase in the Consumer Price Index for All Urban Consumers (“CPI-U”), as reported by the U.S. Bureau of Labor Statistics in December 2025; provided, however, such increase shall be no less than 3.00% and no more than 5.00%.

The above salary increases, as well as overtime and merit, shall be paid retroactively to the start of the 2022-2023 school year, or an employee's entry into the HFCSO bargaining unit if such entry occurred after the start of the 2022-2023 school year but before the parties' ratification and approval of this Agreement.

- C. Longevity: In addition to the salary increases set forth above, employees shall be entitled to a longevity stipend payment, which shall not compound nor be considered as part of their regular wages, each school year as follows:

After the completion of:

5-9 years: \$500  
10-14 years: \$1,000  
15-19 years: \$1,500  
20 years: \$2,000  
21+ years: \$2,500

Unlike the salary increases (and overtime and merit) set forth above, there shall be no retroactive longevity payments made pursuant to this Agreement.

One year is defined as employment completed from July 1st to June 30th. Longevity stipend payments shall be paid via a separate check by July 15th of each contract year.

- D. Merit – 3.0%: The 3% merit compensation is an optional program that rewards individuals for going above and beyond the scope of the daily work routine. This program will run annually from the first day of student attendance each year through June 15. This form is available in Staff Documents and all hours must be approved before volunteer hours are performed. Ultimately this extra effort improves the efficiency of the organization. Listed below are several options for consideration regarding merit compensation. An employee must fulfill twenty-five (25 hours of one of these options (or a combination) to receive the bonus.

- Volunteer work for the school
- Student activities
- Chaperoning
- Sporting events
- Activity/club volunteer
- District events
- Serving as a model support staff member for a new staff member

Employees are required to complete a Merit Program Work Plan under the guidance of their supervisor who will approve the plan and submit it to the Director of Human Resources for final approval. Timesheets may be required. The merit compensation is a one or two payment process, and it will not compound into the annual salary. Merit compensation will be calculated on base earnings for the fiscal year. Employees cannot earn merit hours for work done within their regular job duties.

Employees will have the option to be compensated for merit in two payments (December 15 and end of school year), or in one payment at the end of the school year. Employees that select two payments will submit the appropriate form with documentation of 13 hours completed by December 1 and the remaining 12 hours completed by the end of the school year.

### 13.2 OVERTIME PAY

As extra needs arise from special events or seasonal demands, additional work hours are offered to, or expected of, the staff or temporary personnel are hired. **All overtime must be pre-approved by the direct supervisor.** Overtime will be defined as any time paid in excess of 40 hours in one week, Sunday through Saturday. Employees shall be paid 1-½ times their hourly rate for overtime related to the employee's position. Employees who work on Sunday shall receive two (2) times their hourly rate and/or release time (RT) for all qualified hours worked. During summer hours, overtime for 12-month employees shall be paid only if the employee has been paid forty (40) hours during the week. If a legal or local school holiday falls within a certain week, the holiday would be counted as paid time since the employee did not request this time off. Use of unplanned sick leave during the week preceding a weekend overtime opportunity will not negate overtime pay as approved by the Director of Human Resources.

At the discretion of the Board of Education, early release summer Fridays (12:30 p.m.) may be implemented for a set number of weeks during the summer. If an employee is not scheduled to work after 12:30 p.m. and is asked to work by the supervisor, the employee shall be paid additionally for that time at the employee's regular rate of pay. The employee shall submit a timesheet for hours worked on that day.

#### Overtime Approval for Compensation and/or Release Time (RT)

Upon prior approval by the immediate supervisor, support staff who, because of special needs must work more than forty (40) hours per week within their main position, shall either be paid time and one-half or shall receive a like amount of time-off with pay at a time or times approved in advance by the immediate supervisor. Choice of pay or release time (RT) is up to the employee with the following exception: work performed outside of the employee's normal work year must be compensated in pay. Release time must be taken within the fiscal year in which it was accrued, any remaining RT balance will be paid at the rate of time and one-half rate. There shall be no carry-over of RT from one fiscal year to the next. No person may accrue more than forty (40) hours of RT in one fiscal year. Any time accrued over forty (40) hours will be paid in the employee's salary at the time and one-half rate. A person may split the overtime between RT and pay. A person can combine RT time with vacation time.

All timesheets must be submitted to the immediate supervisor by the beginning of the work week following time being reported.

### **13.3 TRANSLATION AND INTERPRETER SERVICES**

If an employee is asked to provide translation or interpretation services during their workday and outside of their regularly assigned duties, then they will receive an additional Twenty-Seven (\$27) Dollars per hour (paid in 15-minute increments).

If an employee is asked to provide translation or interpreter services outside their workday, then they will receive Fifty-Seven (\$57) Dollars per hour.

### **13.4 TUITION REIMBURSEMENT**

Members will be eligible for tuition reimbursement for courses taken to improve their work-related skills, provided such courses must be pre-approved by their immediate supervisor and the Director of Human Resources. Pre-approval forms are available in the Office of Human Resources. At the completion of the course, the HFCSO member must submit an official transcript and have received no grade lower than a B- for the reimbursement to be granted. Courses may not be taken on a pass/fail basis. The annual limit for the reimbursement is One Thousand Six Hundred (\$1,600) Dollars per calendar year.

### **13.5 VACATION**

Vacation shall be provided for all 12-month, full-time employees in recognition of faithful service, as follows:

- 0 - 3 years employment. . . . . 12 days per year
- 4 - 6 years employment. . . . . 15 days per year
- 7+ years of employment. . . . . 20 days per year

These days will be assigned at the start of each fiscal year to be used within that fiscal year. Unused days will be lost. Upon prior approval due to extenuating circumstances, an employee may be allowed to roll over five (5) vacation days per year. Vacation may be taken in one-half or full day increments. Employees will not be compensated for vacation days that are not used.

Written request for vacation must be made by submitting a request through the Portal to the immediate supervisor. The immediate supervisor must approve said requests. Vacation time that has not been earned cannot be used. If a legal holiday falls within the employee's vacation period, a vacation day will not be deducted.

Upon termination of employment, including retirement, or resignation, the employee will receive compensation for unused vacation days. This compensation will be prorated based on the percentage of days worked for that fiscal year. The rate of compensation for each day of vacation shall be equal to the employee's regular daily rate.

**ARTICLE XIV  
CONTINUITY OF OPERATIONS**

**14.1 NO STRIKE**

During the term of this Contract neither the Association nor its agents nor any member of the bargaining unit will, for any reason, engage in a strike, concerted activity which would result in a withholding of services, slowdown or disruption of Board business, or in any other way interfere with the work and/or statutory functions or obligations of the Board.

**ARTICLE XV  
EFFECT OF AGREEMENT**

**15.1 SAVINGS CLAUSE**

In the event that any provision of this Contract is held to be contrary to the law by a court, the Illinois Educational Labor Relations Board or legislative action, such provision shall be deemed invalid, but all other provisions of this Contract shall remain in full force and effect.

It is further agreed that within ten (10) days of receipt of notification of such findings by any court of competent jurisdiction, the negotiations committee shall meet for the purpose of amending the Agreement in order to comply with the law.

**15.2 COMPLETE UNDERSTANDING**

The parties mutually agree that the terms and conditions set forth in this Contract represent the full and complete understanding and commitment between the parties.

The parties acknowledge that during the negotiations which resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract

Before instituting changes in salaries, fringe benefits, or working conditions not covered by this Contract, the Board shall give notice to the HFCSO and, if the HFCSO requests it, shall have the opportunity for full and complete negotiations. "Full and complete negotiations" does not imply mutual agreement. If agreement is not reached as a result of said negotiations, according to the law, the Board may implement such change and the Association shall be able to negotiate such change for the following HFCSO Bargaining Agreement.

The terms and conditions of this Contract may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment by both parties to this Contract.

**ARTICLE XVI  
DURATION**

**16.1 DURATION**

This Contract shall be effective from July 1, 2022, and shall continue in effect through the end of the day on June 30, 2027. The parties will commence negotiations no later than four (4) months before the Contract expires provided a timely written request is made from the HFCSO.

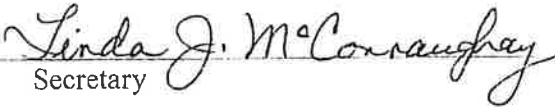
**BOARD OF EDUCATION  
HOMEWOOD-FLOSSMOOR  
COMMUNITY HIGH SCHOOL  
DISTRICT 233, Cook County, Illinois**

**HOMEWOOD-FLOSSMOOR  
CLASSIFIED STAFF ORGANIZATION  
IEA-NEA**

By:   
President

By:   
President

Attest:  
  
Secretary

Attest:  
  
Secretary

Dated: 6-18-24

Dated: 5/30/24



# MEMORANDUM OF UNDERSTANDING TERESA BAGATELLA RETIREMENT

Memorandum of Agreement  
Between The Board of Education of Homewood-Flossmoor Community High School District 233  
And  
The HFCSO, IEA/NEA


## Teresa Bagatella Retirement

The Board of Education of Homewood-Flossmoor Community High School District 233 ("District") and the HFCSO, IEA/NEA ("Union") are presently negotiating a first collective bargaining agreement. To date, no final agreement between the parties has been reached. However, Union member Teresa Bagatella ("Bagatella") is scheduled to retire from the District on or about December 31, 2023, and has requested certain retirement benefits be provided to her. Accordingly, to address Bagatella's request while negotiations are pending, the parties hereby agree as follows:

1. Bagatella shall be entitled to the HFSSA salary increases for the 2022-2023 and 2023-2024 school years (i.e. 4.75% for the 2022-2023 school year and 4.50% for the 2023-2024 school years); provided, however, such increases shall be paid as follows to ensure the District does not owe or pay to the Illinois Municipal Retirement Fund ("IMRF") an "accelerated payment" with respect to Bagatella's end-of-career earnings:
  - a. On or before December 31, 2023, Bagatella's 2023-2024 school year IMRF earnings shall be increased to 6% over her 2022-2023 school year IMRF earnings; and
  - b. Any additional amount(s) owed to Bagatella to account for the aforementioned salary increases shall be paid to her, post-retirement, in March 2024.
2. Bagatella shall also be entitled to all HFSSA post-retirement benefits, as set forth in the "Employee Retirement, Termination, Discipline" section of the 2022-2025 HFSSA collective bargaining agreement, except for being awarded additional paid sick leave days prior to her effective retirement date.
3. Except for Bagatella, the terms and provisions of this Memorandum of Agreement shall not apply to any other past, current, or future Union member, regardless of circumstance(s).
4. The terms and provisions of this Memorandum of Agreement shall not be deemed a violation of the *Illinois Educational Labor Relations Act* or *Illinois School Code*, or any other applicable statute, rule, policy, or regulation.

  
HFCSO

12/14/23  
Date

  
Board of Education

12/18/23  
Date

# MEMORANDUM OF UNDERSTANDING RETROACTIVE PAYMENT



Homewood-Flossmoor High School  
999 Kedzie, Flossmoor 708-799-3000 hfhighschool.org



## Memorandum of Understanding

The Board of Education of District 233 and HFCSO ("the Parties") agree as follows in this Memorandum of Understanding (MOU).

1. Bargaining unit staff will receive an annual salary increase of 4.0% effective July 1, 2021.
2. The Board will make this retroactive payment (based on increase to hourly rate and merit pay) in a lump sum payment no later than December 23, 2022. Any additional payments due will be paid no later than January 31, 2023.
3. This MOU does not prevent the Parties from negotiating salary increases for years other than 2021-2022.

A handwritten signature in black ink, appearing to read 'Gerald Pauling II', written over a horizontal line.

Mr. Gerald Pauling  
*Board President*

A handwritten signature in black ink, appearing to read 'Paula Snyder', written over a horizontal line.

Mrs. Paula Snyder  
*HFCSO President*

A handwritten signature in black ink, appearing to read 'Dr. Lawrence Cook', written over a horizontal line.

Dr. Lawrence Cook, Business  
*Chief School Business Official*

A handwritten signature in black ink, appearing to read 'Scott Wakeley', written over a horizontal line.

Dr. Scott Wakeley  
*Superintendent*

A handwritten signature in black ink, appearing to read 'Brian Dzichenko', written over a horizontal line.

Mr. Brian Dzichenko  
*HFCSO Vice President*

A handwritten signature in black ink, appearing to read 'Jodi M. Bryant', written over a horizontal line.

Mrs. Jodi M. Bryant  
*Director of Human Resources*

