AGREEMENT

Between

HUNTLEY COMMUNITY SCHOOL DISTRICT 158 EDUCATION SUPPORT PERSONNEL ASSOCIATION
IEA-NEA

And

BOARD OF EDUCATION
HUNTLEY COMMUNITY SCHOOL DISTRICT 158

2025 through 2028

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Article I. RECOGNITION

Section 1.01 Recognition

The Board of Education of Huntley Community School District 158 (hereinafter referred to as the "Employer" or the "Board") recognizes the Huntley Community School District 158 Education Support Personnel Association, IEA-NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all full-time and part-time support staff (including but not limited to: Bus Drivers, Mechanics, Maintenance, Custodians, Administrative Assistants, Secretaries, Paraprofessionals, Dean's Assistants, Campus Supervisors, Mid-Day Supervision, Student Assistants, Cooks, Nurses, Assistant Registrar and Router/Dispatchers.) currently employed with the District. All Certificated employees, all District Office personnel, including but not limited to the Superintendent's secretary/office manager, Chief Financial Officer's secretary, Assistant Superintendent's secretary, Director of Food Services, Transportation Director, Assistant Transportation Director and all supervisory, confidential, temporary and short-term employees excluded under the Act are excluded from the Bargaining Unit.

Section 1.02 New Positions

All support staff vacancies and newly created positions shall be forwarded to the Association, in writing, as soon as practical after the vacancy or creation of the positions, with ten (10) work days being a guideline. All newly created support positions shall be subject to addition to the Recognition Clause Section 1.01 of the collective bargaining agreement currently on file with the ILRB.

Section 1.03 General Principle of Negotiations

The purpose of this recognition is a mutual agreement between the parties to negotiate in a good faith effort.

"Good faith effort" is defined as the mutual responsibility of the Association and the Board to deal with each other openly and fairly and endeavor to reach agreement on items being negotiated. It does not imply that either party will agree with, or accept, the other party's proposals, or be compelled to reach agreement on specific topics.

Section 1.04 Sub-Contracting

While the district retains the right to sub-contract work, the district agrees during the term of the contract not to sub-contract any union group that is not currently sub-contracted. The district retains the right to review sub-contracted services and to negotiate with the union concerning sub-contracting issues at any time during the length of the contract.

Should there be an extreme shortage of staff in currently recognized positions, HESPA may/will meet with the District to negotiate the terms and conditions, and the parties will mutually agree to any terms and conditions of any proposed contract work.

Article II. ASSOCIATION RIGHTS AND EMPLOYEE OBLIGATIONS

Section 2.01 Payroll Deduction

Upon written request by the Employee, the Employer shall deduct Association dues from members' payroll and transmit the amount to the Association Treasurer in accordance with the procedures that are mutually agreed upon between the Association and Assistant Superintendent or designee for Fiscal Services.

The Association agrees to indemnify and hold the District harmless against any and all claims, demands, suits, errors or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with the provisions of this Section or in compliance with any agreed upon forms and/or procedures related to this Section.

Section 2.01A Reporting of Underpayment

If an employee reports an underpayment within three (3) workdays of receiving the original payroll check and the amount is over fifty ($50) dollars, the district will provide the employee a separate check to make the employee whole. In other cases, the correction will come on the next paycheck.

Section 2.01B 24 Pay

During the term of this Agreement employees will have the option of 24 pays or 26 pays if 26 pays are made available by the district.

Section 2.02 District Interschool Mail System

The Association may use the District's Interschool mail system for communication of Association business.

Section 2.03 Right to Use of School Facilities

The Association shall have the right to use a designated room for Association meetings at times and places not in conflict with the school schedule. Such use of room will be scheduled with the Associate Superintendent or designee. If the meetings require custodial service to accommodate the Association, the Association will reimburse the District for the cost of the sum within thirty (30) days of receiving an invoice from the Business Office. The Association shall have the right to use office equipment upon approval by the Associate Superintendent or designee.

Section 2.04 Bulletin Boards

The Association shall have the right to post notices of activities on a bulletin board in each building. The placement of the bulletin boards shall be mutually agreed upon by both the Administration and the Association. A courtesy copy of materials posted shall be provided to the Superintendent or designee.

Section 2.05 Employee Obligations

This Agreement shall not interfere with an Employee's obligation to fulfill his/her assigned duties in an efficient manner as determined by the Employee's classification of job description.

Article III. GRIEVANCE PROCEDURE

Section 3.01 Definitions

A. An employee claiming to have incurred a violation, misinterpretation or inequitable application of the provisions of this Agreement may file a grievance.

B. All time limits shall consist of calendar days unless the last day falls on a weekend, holiday, or non-office workday.

Section 3.02 Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

A. The employee may present the grievance, in writing, to his or her immediate supervisor within ten (10) days of the claim of the contractual violation. The immediate supervisor will arrange a time and date for a meeting to take place within (10) days after receipt of the grievance. The immediate supervisor or employee may also include at this meeting such persons, as they deem beneficial to the successful resolution of this problem. The immediate supervisor shall provide the aggrieved employee a written answer to the grievance within (10) days after the meeting.

B. If the grievance is not resolved at step number one, the employee shall refer the grievance in writing to the Superintendent or his official designee within ten (10) days after receipt of the step number one answer. The same procedures as outlined in step number one regarding meeting arrangements, time limitations, persons present at the meeting, and written answers to the grievance shall be in effect for step number one.

C. If the grievance is not resolved at steps number one or number two, then the employee has the option of requesting in writing that the grievance be placed on the agenda of the next regularly scheduled Board meeting. He/she may then present the grievance personally to the Board for their consideration and decision. The Board shall provide the employee with their written decision within twenty (20) days after the date of which the grievance was heard by them.

D. If the employee is not satisfied with the disposition of the grievance in Step 3, the employee and/or Association must file in demand for arbitration with the AAA within thirty (30) calendar days from the date the decision at Step 3 was rendered. The voluntary labor arbitration rules of the AAA shall apply. The cost of the arbitrator services and other costs of a transcript will be borne equally by the parties.
    1. Neither party shall be permitted to present any grounds or evidence before the arbitrator which had not previously been disclosed to the other party.
    2. The arbitrator shall have no power to amend, modify, nullify, ignore or add to the terms of this Agreement. The arbitrator's authority shall be strictly and narrowly limited to deciding only the issues of the grievance filed at the Step One level within the limits established in the definition of a "grievance".
    3. Either party may make public the findings and recommendations of the arbitrator.

Section 3.03 Other Conditions

A. By mutual written agreement between the Superintendent and grievant (employee), the first step of the grievance procedure can be bypassed.

B. Meetings Outside of Regular Working Hours
All meetings shall be scheduled after regular work hours for employees unless mutually agreed between the Superintendent and grievant to meet at another time.

C. Grievant and Association Cooperation
The grievant and the Association shall not interrupt the operation of the District in the investigation of any alleged grievance.

D. Timeliness by Parties
Failure of any grievant to act on a grievance within the prescribed time limits will bar any further appeal. Failure by the Administration or Board to act on a grievance response within the prescribed time limits will permit the grievance to automatically move to the next step within the time limits provided in that step.

E. Extension of Time Limits
Time limits can be extended by mutual written agreement by the Superintendent and the grievant.

F. No Reprisals
No reprisals of any kind shall be taken by the grievant, Association, Administration and/or Board against any employee because of his/her participation or lack of participation in the grievance procedure.

G. Filing of Materials
All documents dealing with a grievance shall be filed separately from an employee's personnel file.

H. Exclusion of Remedies
In the event a grievant commences a proceeding in any state or federal court or administrative agency against the Board and/or Administration, charging the Board and/or Administration with an alleged violation of this Agreement, such remedy shall be exclusive and said grievant shall be barred from invoking any remedy by this grievance procedure while pursuing a remedy in another jurisdiction. Upon being knowledgeable of the decision by another jurisdiction, the grievant has the right to reinstate the grievance within (10) days.

I. Expedited Arbitration
Upon completing a mutual written agreement by the Superintendent and the grievant, the expedited arbitration rules of the AAA shall be utilized instead of the voluntary labor arbitration rules.

J. By-Pass of Arbitration to Grievance Mediation
By mutual written agreement, the Superintendent and grievant may elect to enter into grievance mediation prior to submitting the grievance to arbitration. The parties shall mutually agree, in writing, on the procedures for mediation, including the handling of costs to implement the process.

Article IV. LEAVES

Section 4.01 Sick Leave

Probationary employees and employees hired on or after July 1, 2007, shall be entitled to ten (10) days of sick leave per year for the first four years of their employment. After completion of an employee's 4 year, he or she shall be entitled to fourteen (14) days of sick leave per term without loss of pay.

All non-probationary employees hired prior to July 1, 2007, shall be entitled to fourteen (14) days of sick leave per term without loss of pay.

A. Sick leave shall be defined as personal illness, quarantine at home or serious illness or death in the immediate family or household**.** Immediate family as defined in the law means parents, spouses, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, civil union partners and legal guardians. Absences of three (3) days or more may require a doctor's release stating fitness for duty.

B. Unused sick leave days shall accumulate to two hundred forty (240) days for retirement purposes; however, an employee who has achieved this maximum can still receive their annual allotment to be utilized during their employment for qualifying sick leave purposes.

C. At the beginning of each year, each employee shall be able to access accumulated sick leave accruals in E-time.

D. An Employee eligible for Workers Compensation will have the following options:
- Receive Workers Compensation benefits at a rate of 66 2/3% of salary.
- Receive full pay by using 33 1/3% of available sick leave and the Workers Compensation benefit of 66 2/3% of salary.

After sick leave is exhausted, the employee will only receive Workers Compensation benefits.

E. Support staff employees with 10 years of continuous service in the District shall have the option to turn-in up to forty (40) accumulated unused sick leave days for additional compensation upon retirement. The District shall pay to the retired employee fifteen dollars ($15) per sick leave day submitted. Payment shall be made no later than the month following the month of retirement. Any remaining sick leave days not turned in for compensation shall be reported to IMRF for service credit.

Section 4.02 Bereavement Leave

Each employee shall be entitled to two (2) days bereavement leave per school term without loss of pay. If more than two (2) days of bereavement leave are necessary, such days will be deducted from the employee's accumulated sick leave. If an employee has no available bereavement leave, he/she may request unpaid leave from his/her department director.

Section 4.03 Personal Leave

At the beginning of each school term each non-probationary employee who is regularly scheduled to work at least 720 hours per year, shall be credited with two (2) days of leave to be used for personal business, which cannot be handled during non-scheduled hours. All requests shall be made at least (5) workdays in advance of the desired date of the leave on a form provided by the Administration except in an emergency approved

by the superintendent or designee. Regulations governing personal leave shall include the following:

A. Personal leave shall not be allowed for participation in a work stoppage.

B. Except in the case of an emergency, or a unique circumstance approved in advance by the Superintendent or his or her designee, or for observations of a recognized religious holiday of the non-certified staff member's faith, the following days shall not be utilized for personal business leave:
   1. The first and last week of school for students based on the calendar applicable to their position, subject to administrator approval.
   2. A weekday immediately preceding or following a weekday legal holiday, observed by the district.
   3. A weekday immediately preceding or following a weekday of student non-attendance.
   4. A Friday before a Monday student non-attendance day / half day.
   5. Personal leave days accumulate up to four (4) days. If a staff member is requesting more than 2 consecutive days, the staff member will need to submit a request to the Assistant Superintendent overseeing Human Resources.
   6. Unused personal leave days after four (4) will accumulate as sick leave.
   7. Personal leave can be requested in increments of ½ or whole day.

C. Personal leave days accumulate up to four (4) days. Unused personal leave days after four (4) days will accumulate as sick leave.

Section 4.04 Leave Without Pay

If an Employee is absent from duty and such absence is not covered by any of the leaves of absence included in this Agreement, the Employee will not be compensated. All unpaid leave must be pre-approved by a department director.

Employees on unpaid/unprotected leave do not accrue benefits and are therefore responsible for medical premium costs.

Section 4.05 Association Leave

In the event that the Association desires to send representatives to local, state or national conferences or other pertinent Association business outside of the District, these representatives shall be excused without loss of pay for an aggregate maximum of eight (8) days annually upon written notice for this leave submitted to the Superintendent at least two (2) weeks in advance of the scheduled event.

Section 4.06 Leave Day Calculation

Whenever an employee works less than eight (8) hours a day, a day shall be calculated on the basis of the number of regular hours the employee is normally scheduled to work.

Article V. EARNED VACATION DAYS, HOLIDAYS, AND E- LEARNING DAYS

Section 5.01 Earned Vacation Days

1. A classified employee whose regular work year is 260 days shall be entitled to paid vacation according to the following schedule:
2. After six (6) months consecutive service, five (5) days to be taken before the close of the first fiscal year.
3. Beginning at the start of the second fiscal year, and continuing for the duration of the first five (5) consecutive years, ten (10) days.
4. After five (5) years of consecutive service, fifteen (15) days.
5. After ten (10) years of consecutive service, twenty (20) days.
6. If an employee has served in a full-time position that was not 260 days, those consecutive years may be counted when transitioning into a 260 day position to determine the allocated amount of vacation days.

The Superintendent or designee shall attempt to arrange vacation days so that the school operation continues to operate in an effective and efficient manner. Employees not working full year shall have their vacation days prorated based on the percentage of days employed. Accordingly, vacation days granted will be determined in accordance with the needs of the school.

For employees who have one year or more of service the Board shall transfer up to five (5) unused vacation days to their cumulative sick leave at the end of each fiscal year.

Section 5.02 Recognized Holidays

The Board recognizes certain days during the school year as holidays for twelve-month employees. The following days will be observed unless the Board secures a waiver from the state to eliminate specific holidays:

New Year's Day	Columbus Day
Martin Luther King, Jr's Birthday	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Casimir Pulaski's Birthday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

If a holiday falls on a Saturday or Sunday, it will be observed on a workday designated by the Superintendent.

Full-time, twelve-month employees will be eligible for eight (8) hour pay, or the number of hours regularly scheduled to work, if less than eight (8) hours, at their straight time rate, according to 4.6 Leave Day Calculation, provided they meet the following requirements:

1. The employee must work within the payroll period during which the holiday occurs, unless on vacation.
2. The employee must work the last scheduled working day before the holiday and the first scheduled workday after the holiday unless on vacation. Any exceptions must be approved by the Superintendent.
3. The employee must have been employed by the Board for at least thirty (30) days.
4. In case of an emergency, as defined by the Superintendent, an employee may be required to work on a recognized holiday. To be eligible for holiday pay (rate of two times the individual's regular rate of pay) a full-time twelve-month employee must work on the last scheduled workday before the holiday and the first scheduled work day after the holiday unless on vacation.

Section 5.03 E-Learning Days

In the event of E-learning days being utilized, non-certified staff's contracted days and hours will not be reduced. In the event of E-learning days being utilized non-certified staff's responsibilities for the day will be directed by their supervisor.

Article VI. MEDICAL INSURANCE

Section 6.01 Premium Cost

Employees working a minimum of thirty (30) hours per week and for a period of nine (9) months or more shall receive Board contributions toward medical insurance.

Insurance contributions will reflect current HEA contributions. Should HEA contributions change, HESPA contributions will change accordingly.

The Board of Education will provide employees working a minimum of thirty (30) hours per week and for a period of nine (9) months, long term disability supplement to the IMRF long term disability.

Employees hired prior to 07/01/05, and who work 20 hours or more per week, shall be entitled to all benefits list above.

For HESPA employees to qualify for the District's health insurance, they may hold a secondary position within the District to reach the required threshold of thirty (30) hours per week for a period of nine (9) months per school year.

HESPA employees may apply for open positions and be considered to fill the position by the hiring manager. HESPA employees who apply may be provided the opportunity to interview for the open position provided that they receive a positive recommendation from their current supervisor and are able to display experience working with the age group in which the position is responsible for supervising. The employee must be able to fill the assigned hours of the secondary position without the responsibilities interfering with their primary job or exceeding 40 hours per week.

Section 6.02 Insurance Committee

HESPA shall be part of the district's insurance committee composed of representatives of all stakeholders in the district. This committee will meet when necessary to examine health insurance and make recommendations to the board. The board will make any final decisions on health insurance.

Article VII. SENIORITY, TRANSFERS, VACANCIES AND LAYOFFS

Section 7.01 Definition of Seniority

For the purpose of this Agreement, classification seniority shall be defined as an employee's length of continuous full-time or part-time service in a department with separate lists being maintained as covered in Section 7.4. Part-time employees who work less than twenty hours a week shall have no seniority rights and benefits.

Section 7.02 Probationary Employees

All new employees shall be employed under probationary status for the first ninety (90) day working period. Employees shall have no seniority until completion of a ninety (90) working day probationary period, which can be extended by another ninety (90) work days at the discretion of the Administration, at which time their seniority shall revert to their first day of work. Any time during this period, a probationary employee can be discharged "at will" without recourse or regard to any other provisions in this Agreement, including being prohibited from using the Grievance Procedure for discharge.

Section 7.03 Classifications Within Bargaining Unit

For the purposes of determining seniority for full-time employees, all employees shall be placed in one of the following classifications based on their current assignments:

A. Bus Driver
B. Maintenance
C. Secretary/Administrative Assistant
D. Student Assistant
E. Router/Dispatch
F. Mechanic
G. Custodian
H. Paraprofessionals
I. Cooks/Cook Team Lead
J. Nurses
K. Assistant Registrar
L. Dean's Assistant
M. Campus Supervisor
N. Mid-Day Supervision

Section 7.04 Seniority List

On or before February 1 of each year, separate seniority lists (employment status as of January 15 of each year) shall be distributed to all full-time (40 hours) employees and regularly employed 9-month employees who work twenty (20) hours or more each week on a regular basis showing their length of service in the District and their classification. Probationary employees shall not be on either list. A copy of the annual seniority lists shall be provided to the Association. Any employee disagreeing with his/her seniority placement shall respond, in writing, to the Superintendent and to the President of the Association within ten (10) workdays after the effective date of the posting.

Section 7.05 Termination of Seniority

Seniority of an employee shall be deemed to have been broken when he/she:

1. Resigns or quits;
2. Retires;
3. Is discharged;
4. Is absent from work three (3) days without notifying the District; *
5. Fails to report for work at the close of a leave of absence or vacation without District approval; *
6. Fails, following layoff, to return to work within ten (10) working days, following receipt of notice of recall from layoff by telephone or notice sent to his/her last known address;
7. Is laid off beyond the established guidelines in accordance with Section 7.9;

8. Accepts other employment without the School's written approval during a period of authorized leave of absence;
9. Falsifies the reason for the leave of absence.

* The Superintendent retains the prerogative to waive the time limit when an emergency occurs that can be verified to his/her satisfaction.

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Section 7.06 Transfer to New Position

Any employee assuming a position in another classification shall begin his/her seniority in the new classification on his/her first day of work. However, his/her District seniority shall continue to accrue to determine earned vacations if eligible for vacations. If management requests a status change within the department, departmental seniority will remain the same.

Section 7.07 Posting of Vacancies

Vacancies occurring within the bargaining unit, including newly created positions within the bargaining unit, shall be posted on a designated bulletin board in each District building along with a copy of such posting being sent to the Association. Every reasonable effort will be made to post vacancies at least ten (10) work days prior to being filled, but can be filled prior to that time if the operational needs of the District need to be immediately addressed as determined by the Superintendent. In the event that the Superintendent determines it is necessary to fill a position immediately, the Association shall be so notified in writing stating the reason for the decision. Such postings shall contain the following information:

1. Type of Work
2. Location of work
3. Starting date
4. Range of pay
5. Hours to be worked
6. Classification (Department)
7. Minimum requirements

Section 7.07A Posting of Vacancies – Bus Routes

Regular bus routes shall be defined as Regular Education, Preschool, Kindergarten, Special Education, Summer School, and any other non-bus driving job created by using HESPA employees. Special Education routes and non-bus driving jobs will be bid by seniority and must meet additional criteria found in District job descriptions.

All regular bus routes will be posted annually for a period of 5 days for bidding purposes. Bus driving routes, with the exception of special education and non-bus driving HESPA jobs, shall be bid upon departmental seniority. Each route will be identified by a number. Each route will have a job description. Each driver will be given adequate time to choose a route.

Regular bus routes openings during the year shall be bid in the same manner.

If a driver is off on an approved/protected leave, meaning they are utilizing earned benefit sick time for their leave, they will be allowed to bid their annual route assignment.

If a driver is off on an approved/unprotected leave, meaning their leave has been approved but they are unpaid and out of benefit time, they will be placed at the bottom of the seniority list for annual bidding purposes.

Furthermore, a driver utilizing an earned benefit sick day on the last day of school cannot be denied the right to bid their annual route bid.

Section 7.07B Trips

Field and athletic trips are considered extra work over and above regular driving routes. Trips are to be bid by the department seniority list as established at the beginning of each fiscal year starting with the first driver on said seniority list. Trips received after the bid day, &/or counter trips, shall be posted and bid by department seniority if the particular trip cannot be place in the next rotating weekly trip bid. Furthermore:

1. All eligible drivers will be eligible to bid on trips. The rotation continues to be bid out according to Article 14 Section 14.02 until all trips are filled.
2. Trips will be bid based on the department seniority list.
3. Probationary drivers may bid on trips after the first thirty (30) school days upon clearance by the Director and the Training Department.
4. No driver on sick leave or leave without pay can bid on trips until they return to duty.
5. If a driver calls in sick for any part of their regular route and has a trip that day, that trip will be re-assigned.
6. If a driver calls in sick the day before a non-attendance trip day (such as Saturday or Sunday), the trip will be re-assigned. This does not include any extended holiday breaks. If the District or Transportation cancels a trip less than 24 hours before that trips' depart time on any attending or non-attendance scheduled day, a 2 hour minimum compensation shall be given to driver, unless driver is able to fulfill/complete their regular route hours/or the trip is rescheduled for that driver within 7 school days. In addition, if a trip requires multiple drivers and the original number of buses is decreased, within 24 hours of departure time, the drivers with the least seniority will be dropped and compensated as stated above. If a trip requires multiple drivers and the original number of buses is reduced **more** than 24 hours prior to departure time, the drivers will be reduced based on order of bid - the last driver to bid the trip will be the first driver removed.
7. Overnight trip values will be predetermined by transportation prior to bidding; however, an adjustment can be made if signed by the coach/sponsor and verified by transportation. Trip values will be determined by looking at past trips to similar locations/events.

Section 7.08 Filling of Vacancies

HESPA members wishing to apply for any open position shall submit an online application. The internal applicant will receive confirmation of the request from the hiring manager. After qualified HESPA members are interviewed for such vacancies, they will be notified when the vacancy is filled. The District may consider the following criteria in filling the vacancies based upon qualifications, skills, experience, balancing of skill set within each building, and seniority.

Section 7.09 Layoffs, Reduction in Force and Elimination of Positions

The Board of Education may eliminate any position during the school year when it concludes that certain services are no longer needed. (i.e., a student with an individual assistant moves out of the district) If the Board decides to decrease the number of Employees in any classification covered by this Agreement, the resulting layoff, Reduction in Force or Elimination of Position shall be effectuated first by laying off any probationary Employees within the affected classification and then on the basis of

seniority within the affected classification (i.e., the least senior Employee in the classification shall be laid off or released first) provided that the remaining Employees are determined to be qualified and skilled at performing the work remaining after the layoff, reduction in force or elimination of position, as determined by the Superintendent or designee's sole discretion. In some cases, special circumstances may be present in regards to the best interest of a students' needs or needs of a group of students. In this case a committee consisting of HESPA leadership, Administration, and Human Resources will look at the seniority, qualifications, skill set, ability and students needs when determining the employee to be released

Section 7.10 Recall From Layoff, Reduction in Force Elimination of Positions

The recall period shall be one (1) year. If the Board has any vacancies in a classification affected by a layoff, reduction in force or elimination of position, the positions will be tendered to qualified and skilled employees with recall rights in that classification in reverse order of layoff from said classification, if physically able to return to work. In some cases, special circumstances may be present in regards to the best interest of a students' needs or needs of a group of students. In this case a committee consisting of HESPA leadership, Administration, and Human Resources will look at the seniority, qualifications, skill set, ability and students' needs when determining the employee to be released Notification of recall shall be by certified mail to the employee's last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work, along with the requirements of the position. It shall be the responsibility of the employee to keep his/her address current by providing the Superintendent's Office with the necessary information. If the employee does not respond to such notification of recall within ten (10) working days following a receipt of notice sent to the employee's last known address or declines the position, the employee's right to recall shall cease and he/she shall be considered terminated from the District.

Section 7.11 Notification of Tentative Assignment

If there is a change in an employee's current assignment, the employee shall receive notification of the tentative assignment for the next school year no later May 10 In the event further changes or modifications in assignment are required, the affected employee will be notified personally as soon as possible.

There will be a joint committee of HESPA members and administration that will meet at least two weeks prior to the start of the school year to review staffing for the upcoming school year.

Article VIII. PERSONNEL FILE

Section 8.01 General

There shall be one (1) official personnel file in the District Office for each employee. It is understood that supervisors retain the right to have their own formal/working file on each employee.

Section 8.02 Right to Access

Each employee shall have the right of access to his/her file, with the exception that pre-employment confidential materials shall not be available for review, upon giving the Human Resources Office a minimum of a three (3) day workday by notice. Upon reviewing the file, the Superintendent or his/her designee shall be present.

Section 8.03 Copies of Documents

A copy of any permanent material, except confidential material such as evaluations by college/university and/or previous employers, shall not be placed in an employee's personnel file without a copy also being provided to the employee. The employee has the right to respond to the material in writing, and his/her response will be attached to the file copy. The employee must respond within twenty (20) days of receipt of the material.

Article IX. EVALUATION PROCEDURES

Section 9.01 Review of Procedures

At the commencement of each school year, each supervisor shall advise the employees of the evaluation procedures and instruments. New employees hired during the school year shall also be advised of the evaluation procedures and instruments.

Section 9.02 Informal Observations

Employees may be informally observed by their supervisors without advance notice to the employee. If the informal observation shall be used as part of an evaluation, it shall be reduced to writing and discussed with the employee within ten (10) workdays after the most recent observation.

Section 9.03 Formal Evaluations

Employees shall be entitled to at least one formal evaluation every school year. Employees assigned to more than one building shall be assigned a primary evaluator.

Section 9.04 Post-Evaluation Procedures

All evaluations shall be reduced to writing and a copy given to the employee as soon as practical, with ten (10) workdays being the guideline. Within (10) workdays of receiving the copy of the evaluation, a conference will be held between the employee and supervisor (evaluator) to review the document, including possible changes, if any, and provide specific recommendations covering improvements if weaknesses are identified. The final evaluation document will be provided to the employee within ten (10) workdays of the conference, and if the employee disagrees with its content, he/she may submit a written response within ten (10) workdays of the conference, to be attached to the evaluation.

Section 9.05 Evaluation Schedule

Once an employee has completed three (3) consecutive years of service, the employee will then be evaluated at least once every two years. Should any deficiencies arise with an employee on the bi-annual review schedules, the employee will revert to the annual review schedule until three (3) consecutive review years have been achieved. If an employee changes their job category, they will revert to being reviewed for (3) consecutive years before moving to the bi-annual cycle. Employees will have the option to request an annual review.

Administration and HESPA will meet to determine the initial yearly groupings. These groupings will determine which school year a staff member with three (3) consecutive years of service or more will be evaluated during the two-year cycle. The first cycle will begin in the 2025-2026 school year.

Article X. DISCIPLINE OF EMPLOYEES

Section 10.01 Definition

With respect to offenses less serious than those warranting immediate discharge, the District generally agrees with the tenets of progressive and corrective discipline.

Discipline action shall be imposed as soon as practical after the Superintendent or designee becomes aware of an event or circumstance that relates to a violation of District rules and/or policies, and has a reasonable period of time to investigate the matter and render a decision. The Superintendent or designee shall determine the step that will be instituted in accordance with the severity of the situation being investigated.

Section 10.01A Written Notification of Possible Discipline

Whenever practical, an employee required to appear before his/her supervisor, administration or board on a matter regarding possible discipline will be provided with written notice specifying reasons at least twenty-four (24) hours in advance. An Employee, when requested to appear, will be informed that it may be considered a disciplinary meeting and that the employee is entitled to representation.

Section 10.02 Notification of Disciplinary Action

In the event that disciplinary action is taken against an employee, the Superintendent or designee will furnish the employee, in writing, the reason(s) for the disciplinary action. The disciplinary report shall be placed in the employee's personnel file. The District's recourse on disciplinary issues may include but not limited to the following progressive discipline plan: oral reprimand, written reprimand, paid suspension, unpaid suspension, and discharge.

Section 10.03 Suspension Pending Investigation

The District may suspend an employee for up to thirty (30) calendar days, pending an investigation on the alleged violation of a District rule or policy. Such suspension may be without pay and accrual of leave time. If alleged violations are not substantiated, the employee will be reinstated, with retroactive pay and accrual of leave time, to the date of suspension, if the suspension had been without pay.

Section 10.04 Right to Representation

An employee shall be entitled to the presence of an Association representative at an investigatory Interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

Section 10.05 Discipline Retention Duration

Any HESPA employee receiving any form of progressive discipline shall have the right, after one year from the date of said discipline (and annually thereafter), to request a review of said discipline with HR or their designee to have said discipline removed permanently from their file. Should an agreement for removal of said discipline not be reached, the employee may request an appeal to be presented to the Superintendent or designee by a member of the HESPA Executive Board.

Article XI. GENERAL PROVISIONS

Section 11.01 Work Day

For employees who are to receive a substantially different assignment from the previous year or previous notification, on or before August 10, the District will provide

each employee a notice of the employee's work location and assignment, the number of hours worked per day, the minimum number of days worked per year, the paid legal school holidays for the fiscal year, and the name of the immediate supervisor, with all information being broken down by specific item with the format. The Superintendent or designee reserves the right to adjust the above conditions beyond August 10 and during the school year so as to meet the operational needs of the District.

Section 11.02 Assistance in Control of Students

Control of students shall be considered part of the job as determined by the employee's immediate supervisor. Prior to the beginning of each school year, the immediate supervisor shall review appropriate procedures with all employees.

Section 11.03 Unsafe or Hazardous Working Conditions

Employees are required to bring to the attention of their supervisor potential unsafe and/or hazardous working conditions, which shall be investigated and corrected as soon as practical.

Section 11.04 Emergency Shutdown

Employees are expected to work on emergency shutdown days when students are not present unless instructed by their immediate supervisor not to come to work. If employees are notified not to come to work on emergency shutdown days, the affected employees will not be paid for the day unless they use personal leave or earned and unused vacation days to remain in pay status, If employees who are notified to come to work on emergency shutdown days do not come to work, these employees will not be paid for the day and may not use personal leave days or earned and unused vacation days at this time.

Section 11.05 Mileage Reimbursement

The District shall pay for approved transportation required of employees in the performance of his/her duties. Employees will be reimbursed for the approved use of his/her personal vehicle at the recognized IRS rate with the employee having current liability coverage. It is understood that no employee shall be reimbursed for driving to his/her regularly assigned work place each day and driving home from the assigned work place upon conclusion of their assignments each day, and associated activities.

Section 11.06 Training and Coursework

The Board recognizes the need for employees to improve their skills. In response, the Board will under certain conditions and available finances, reimburse expenses for credit courses and noncredit training for employees who are scheduled to work at least 720 hours per year. All expenses eligible for reimbursement must be approved in advance by the Superintendent or designee.

A. Required Coursework and Training
   Tuition/registration expenses for pre-approved coursework or training required for the position will be reimbursed 100%.

B. Non-required, But Germane Coursework and Training
   Expenses for successful completion of pre-approved coursework or training not required, but germane to the position held, and taken during non-paid, off-duty time, will be reimbursed at 50% of:

   1. Tuition cost of approved course after the application of all scholarships, grants or other monetary incentives used to pay for credit courses, with a limit of

$130.00 per semester hour, for up to twelve (12) credit hours per contract year. Books, fees or other costs are not included in this reimbursement.

and/or

2. Registration cost for non-credit training.

Section 11.07 Use of District Keys

Employees shall not have keys to facilities unless authorized by the Administration. When an employee has District keys in his/her possession, they are not to be used for entering District property in his/her off-hours without authorization from the immediate supervisor or from the Superintendent's Office.

Section 11.08 Voluntary Transfer

In the event that an employee who is scheduled to work twenty (20) hours or more a week during the regular school year is voluntarily transferred into a position in another department, the employee will have (30) days to demonstrate the ability to perform satisfactory performance in his/her new duties. If in the opinion of the department supervisor and the Superintendent or designee the employee is not able to perform adequately his/her duties, the employee will be returned to his/her previous position or a similar position and at a salary no less that the salary prescribed for the previous position.

Section 11.09 Work Clothes

At the discretion of management, specific employees may be required to wear identified work clothes and/or protective safety gear. When such a decision is made, the identified work clothes and/or protective safety gear shall be at the expense of the District. Any maintenance and cleaning of the work clothes shall be at the expense of the employee. Work clothes and/or protective safety gear shall only be used during on duty time. Any work clothes and/or protective safety gear shall be returned to the District upon resignation, layoff or discharge.

Section 11.10 Job Description Committee

A committee of three HESPA members appointed by the Union President and three District Representatives appointed by the Superintendent or designee will convene no later than October 1, 2022 to recommend updated HESPA employee job descriptions to the Board of Education.

If a job description within the HESPA bargaining unit is determined to need updates/revisions, the union president will be notified.

Section 11.11 Paraprofessional Data Sharing

All Paraprofessionals will be supplied with a copy of all relevant portions of the IEPs and Behavior Plans for the students in which they work with and are assigned to. This information will be provided at the beginning of the school year and as necessary if an assignment should change throughout the year. If the employee does not receive a copy, the employee is expected to contact the building level Special Education Administrator.

Article XII. BOARD AUTHORITY

Section 12.01 Board Authority

The Employer shall manage and direct all employees. Subject to the provision of this Agreement, the Employer shall have the right to plan, determine, direct and control operations and hours, the right to study and introduce new methods, procedures,

facilities and benefits, the right to direct and control the work force, including the determination of its size and composition, the scheduling and assignment of work and also including the right to hire, assign, evaluate, demote, promote and transfer, to lay off or reduce hours of work because of lack of work, to discipline, suspend or discharge and to establish and maintain reasonable rules and regulations covering the operations of the Employer, violation of which shall be among the causes for discipline; provided, however, that these rights shall be exercised with due regard for the rights of the employees. The listing of specific rights in this Agreement is not intended to be, nor shall it be considered restrictive or a waiver of any rights of management not listed and not specifically surrendered herein and which are granted to management pursuant to the statues of the State of Illinois and the United States, along with the decisional law by the courts.

Section 12.02 Board - Administration - Association Meetings

The Labor/Management Advisory Committee may consist of representatives from the Association, Administration, and Board of Education.

For the purpose of maintaining positive communications between the Association, Administration and Board of Education, the parties may schedule up to four (4) meetings a year to discuss recommended solutions to mutual concerns affecting the school district other than grievances. The final decision on all recommended solutions shall remain with the Board of Education.

The four (4) meetings shall be scheduled at a mutually agreeable time, date and location by the President of the Association and the President of the Board of Education. Any additional meetings shall be by mutual agreement between the President of the Association and the President of the Board of Education.

Article XIII. NO STRIKES AND DISRUPTIONS

Section 13.01 General Employee and Association Responsibilities

During the term of this Agreement and any mutually agreed upon extension thereof, no employee covered by this Agreement, or the Association, nor any person acting on behalf of the Association shall engage in, authorize, or instigate a strike, withholding of services or refusal to render full and complete service.

Section 13.02 Association Responsibilities

It is agreed that the Association will, within one (1) week of the change of officers, serve upon the Superintendent a written notice that will list the Association's authorized officers.

Article XIV. COMPENSATION

Section 14.01 Compensation

See chart for starting base hourly rate by year.

Position	25-26	26-27	27-28
Student Assistant/Bus Aide	$16.28	TBD	TBD
Mid-Day Supervision	$16.28	TBD	TBD
Cook	$16.28	TBD	TBD
Campus Supervisor	$17.59	TBD	TBD
Job Coach Para	$17.59	TBD	TBD
Paraprofessional	$17.59	TBD	TBD
Custodian	$16.80	TBD	TBD
Secretary	$16.80	TBD	TBD
Admin Assistant	$17.59	TBD	TBD
Assistant Registrar	$17.59	TBD	TBD
Router/Dispatcher	$22.58	TBD	TBD
Maintenance	$20.21	TBD	TBD
Bus Driver	$22.58	TBD	TBD
Van Driver	$19.64	TBD	TBD
Mechanic	$24.94	TBD	TBD
Nurse	$30.45	TBD	TBD

**The initial hourly salary for a new employee with experience will be determined by Administration and HESPA leadership.

There shall be no percentage increase during the following year for any new hire who begins employment after January 1st of the current school year.

All existing employees shall receive the applicable yearly increase on their base salary as noted below (plus applicable longevity and stipends)

2025-2026

Current employees will receive a 6.0% increase to their current hourly rate.

The base hourly rates will increase 5.0% from the 2024-2025 hourly rates.

All increases in compensation will be paid retroactively to July 1, 2025 regardless of the HESPA ratification and Board of Education approval date of this agreement.

2026-2027

Returning employees' hourly rate shall increase equal to the percentage attributable to the corresponding fiscal year in accordance with the Illinois Property Tax Extension Limitation Law (PTELL), commonly referred to as the "tax cap," subject to an annual floor of 3.0% and a ceiling of 5.0%. Based on the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor's Bureau of Labor Statistics, in December of the preceding year with a floor (minimum) of 3.0% and a ceiling (maximum) of 5.0%.

Base rates shall increase 0.5% less than the increase received by current employees.

2027-2028

Returning employees' hourly rate shall increase equal to the percentage attributable to the corresponding fiscal year in accordance with the Illinois Property Tax Extension Limitation Law (PTELL), commonly referred to as the "tax cap," subject to an annual floor of 3.0% and a ceiling of 5.0%. Based on the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor's Bureau of Labor Statistics, in December of the preceding year with a floor (minimum) of 3.0% and a ceiling (maximum) of 5.0%.

Base rates shall increase 0.5% less than the increase received by current employees.

Section 14.01A Longevity

Longevity Pay: (For service in the District based on hire date)

2025-2028

After the completion of the:	**Per Hour**
5th year	$0.75
10th year	$1.30
15th year	$1.90
20th year	$2.55

Section 14.01B Supervision

When supervision positions become available, certified staff, non-certified staff and any individual not currently employed by the District will have the opportunity to apply. The Superintendent or designee shall have the sole discretion to select the individual to fill any assignment. Supervision pay will be equal to the rate stated in the Huntley Education Association (HEA) Collective Bargaining Agreement.

a) Lunch Room Supervision (Duty Free Time)

b) In School Suspension

c) Bus Duty (Inside School Day/ Car Rider Duty

d) Concert Attendance (non-supervision)

e) Bus Duty (Outside School Day)

f) Saturday Detention

g) 8th Grade Information Night

h) All extracurricular supervision assignments (score keeping, ticket taking, athletic supervision, etc.)

Section 14.01C Stipends

Stipends	Per Hour
Food Service Elementary Team Leaders	$3.25
Food Service MS Team Leaders	$3.75
Food Service HS Team Leaders	$4.25
Food Service Manager Certificate (Working in Food Services)	$0.75
State of IL Registered Nurse, Vision, and Hearing certification (per license)	$0.75
Personal Care (Paraprofessionals)	$0.75
Transportation Trainer (hours devoted to training)	$1.00
Job Coach Paraprofessional	$2.50
Service Animal	$0.50
2nd Shift full-time employees	$1.00
Custodial HS Team Lead	$4.00
Bilingual Paraprofessional	$0.50
SES/SNAP - Paraprofessionals working outside of the SNAP/SES programs and who are currently working with a student whose IEP contains appropriate criteria and is deemed appropriate by the Director of Special Education.	$0.75
One on One (Paraprofessionals)	$1.25
IEP Designation (Nurses)	$3.50
Propane Bus Certification (Mechanics)	$1.50
Electric Bus Certification (Mechanics)	$1.50

Section 14.01D Bus Driver Stipends

A new employee who is hired as a bus driver by Huntley Community School District #158 will receive a training stipend of $600 once they have completed the necessary training program as defined by the District. If a new employee is hired as a bus driver and they currently hold a valid Commercial Driver's License (CDL), they will receive a training stipend of $300 once they have completed the necessary training program as defined by the District.

Any current District 158 Bus Driver wishing to obtain the "Air Brake Endorsement" for their CDL license will, upon completion of training and successfully obtaining the endorsement for air brakes, shall be compensated for 6 (six) hours at their regular hourly rate of pay. Drivers compensation is limited to 6 (six) hours regardless of the actual number of hours each individual may need to complete the process.

Section 14.01E Performance Pay

The Board of Education and HESPA agree that successful implementation of the District Strategic Plan is vital. If all elements of the Strategic Plan are addressed appropriately, then the Board feels there should be a performance bonus.

The Board will provide a one-time payment, up to 0.5% of the HESPA total base labor cost of the HESPA and at-will employee groups combined, to be shared equally among all HESPA and at-will employees, based on attainment of measures in the Strategic Plan. Base labor costs exclude Board paid IMRF, stipends, extra duty assignments, extra days, supervision, etc.

The Strategic Plan for the District calls for the following Goals to be attained:

Goal 1- Continuously Improve Student Growth and Achievement
Goal 2- Provide safe, healthy, and nurturing environments conducive to learning and wellness.
Goal 3- Attract, support, develop, and retain the best and brightest staff.
Goal 4- Foster ownership through trusting and engaged partnerships.
Goal 5- Prioritize and allocate resources effectively and equitably while operating with increased efficiency.

The Board will determine what percentage of the overall Strategic Plan has been met in August of each year starting in the year 2019. The percentage that has been met will determine the payment to be made. For example, if the Board determines that 80% of the overall Strategic Plan has been satisfied, 0.80 of the 0.5% payment opportunity will be used. The total dollar amount will be paid in equal amounts to all HESPA members in the first payroll of September, as a one-time payment. The previous school year pay rate will be used to determine the payment. Only those employees who were on the payroll on June 25 of the previous school year will be eligible to receive the payment. The payment will be IMRF creditable but will not be added to each employee's base salary.

Section 14.01F Summer School

Paraprofessionals

ESY/Summer School paraprofessionals - $25/Hour

ESY/Summer School Personal Care - $0.75/Hour

Any extra stipends for Paraprofessionals stated in the HESPA Collective Bargaining Agreement will not be applicable during ESY/Summer School, this includes longevity.

Nurses

ESY/Summer School Nurse - $45/Hour

HESPA nurses will be paid at a rate equal to what is stated in the Huntley Education Association (HEA) Collective Bargaining Agreement for working Extended School Year (ESY)/Summer School. Any extra stipends stated in the HESPA Collective Bargaining Agreement will not be applicable during ESY/Summer School, this includes longevity.

Any ESY/Summer School staff not specified above - $1.00/Hour in addition to their regular hourly rate inclusive of stipends.

Section 14.02 Overtime

Every claim for overtime pay must be pre-approved by the Superintendent or designee.

Pay for overtime work will be at the employee's regular rate until the total number of hours worked (regular and overtime) reaches forty (40) hours for the week. Beyond forty hours, overtime pay will be calculated at the rate of one and one-half times the individual's regular rate of pay.

Section 14.03 Substitute Teacher Compensation

Any HESPA employee who is certified as a teacher or substitute teacher, who supervises a teacher's class(es), whether full day or partial day, as authorized by the building principal/designee, during his/her normal contracted day, shall be compensated at the rate of $22.00 per hour or the current substitute teacher hourly base rate, whichever is greater.

Section 14.04 Staff Meetings

All HESPA employees will have the opportunity to attend one building level staff meeting per month. The HESPA employee will be compensated at their hourly rate if the meeting is scheduled outside of their normal working hours.

Article XV. EFFECT AND DURATION OF AGREEMENT

Section 15.01 Period Covered

This Agreement shall become effective on July 1, 2025 and shall continue in full force and effect through June 30, 2028.

Section 15.02 Conformity to Law

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 15.03 Content of Agreement

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and the Association. Both parties acknowledge that during the negotiations, which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals upon the other party. All understandings and agreements arrived at after the exercise of this right and opportunities are set forth in this Agreement. The parties each voluntarily and unqualifiedly waive any rights, which might otherwise exist under law to negotiate over any matter during the term of this Agreement. Subject matters not referred to in this Agreement shall not be considered as part of the Agreement and remain exclusive Board prerogatives.

Section 15.04 Changes

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a ratified written agreement.

Section 15.05 Previous Agreements

It is agreed that this Agreement contains the full and complete content between the Board and the Association on all issues bargained during negotiations for this Agreement. All prior agreements, including any written and/or verbal commitments, on any issue are void and of no force and effect.

Section 15.06 Negotiations of Succeeding Agreement

If, in negotiating a new or modified or amended collective bargaining agreement to become effective on or after the expiration of the Agreement or of succeeding agreements, an impasse should occur between the parties, it is agreed that they will invoke the procedure of mediation in an attempt to resolve the impasse, and that the provisions of Article 13 (No Strike and Disruptions) hereof shall be applicable. The mediator shall be selected promptly and, if the parties cannot agree upon a mutually acceptable mediator, they shall request the Federal Mediation and Conciliation Services to assign a mediator from its staff to aid them. The mediator, shall immediately after his/her selection or designation, attempt to obtain a fair and speedy resolution to the impasse. He/she shall consider all aspects of the matters in disagreement and may provide both procedural and substantive suggestions, and suggested alternatives to the parties. Any suggestions of the mediator shall be advisory only, shall be given in confidence and shall be kept confidential by the parties. The fees and expenses of the mediator, if any, shall be borne equally by the Board and the Association. No other joint expenses shall be incurred except by mutual agreement of the parties.

This Agreement is signed this 17th day of July, 2025.

FOR THE BOARD:	FOR THE ASSOCIATION:
Paul Troy, President	Tammra Fabis, President
Melissa Maiorino, Secretary	Caryn Hursey, HESPA Member

Effective: This document begins on July 1, 2025
Expiration: This document expires on June 30, 2028

This Agreement is signed this 17th day of July, 2025.

FOR THE BOARD:

Paul Troy, President

Melissa Maiorino, Secretary

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Effective: This document begins on July 1, 2025
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