

**COLLECTIVE BARGAINING  
AGREEMENT**

BETWEEN THE

**HARLEM BOARD OF EDUCATION**

**DISTRICT #122**

AND THE

**HARLEM FEDERATION OF SUPPORT STAFF**

**COUNCIL LOCAL 540,**

**HFT/IFT/AFL-CIO**



**School Years**

**2019-2020 / 2020-2021 / 2021-2022**

**INSIDE COVER**

**HARLEM CONSOLIDATED SCHOOLS  
 COLLECTIVE BARGAINING AGREEMENT 2019 - 2022  
 HARLEM BOARD OF EDUCATION AND  
 HARLEM SUPPORT STAFF COUNCIL LOCAL 540**

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## **ARTICLE ONE – RECOGNITION OF THE UNION**

### **Section 1 – Recognition**

The Board of Education of Harlem School District #122, Machesney Park, Illinois, (hereinafter referred to as the “Board” or the “Employer”) recognizes the Harlem Federation of Support Staff Council, HFT, Local 540, IFT/AFT, AFL/CIO (hereinafter referred to as the “Union”) as exclusive bargaining representative for purposes of negotiating wages, hours, terms and conditions of employment for the following positions: All regular full and part-time non-certified support staff including but not limited to bus drivers, dispatchers, bus assistants working three or more hours a day, general program assistants working three or more hours a day, student service office assistants working three or more hours a day, resource assistants working three or more hours a day, elementary and secondary learning center assistants working three or more hours a day, office assistants working three or more hours a day, supervisory assistants working three or more hours a day, resource managers working more than three hours a day, supervisory managers working more than three hours a day, classroom facilitators working three or more hours a day, assistant/crossing guards working three or more hours a day, maintenance workers, custodians, head custodians, night foreman, warehouse/courier, pool operators, food service drivers, grounds crew, security guards, bus mechanics, ParaEducators working four or more hours a day, secretaries, clerks, receptionists, data processing employees, bookkeepers, Communications Specialist, Registered Nurses and Administration Center Secretarial staff.

### **Section 2 - Registered Nurses’ Rights**

Registered Nurses shall be subject to all of the provisions of this Agreement with the exception of Articles 12, 13, 14, 15, 17, 18, 26, and 27.

### **Section 3 – Exclusions**

The following positions are excluded from the unit: All Administrators and At-Will Employees, Certified Teaching Staff, food service personnel, employees holding sole position of crossing guard, teacher and short-term support staff substitutes and any other confidential, managerial or supervisory employee as defined by the Illinois Educational Labor Relations Act. Employees who are differential holders but who are not members of this bargaining unit are excluded from the unit, and shall be classified as non-represented “at-will” employees.

## **ARTICLE TWO – RESPONSIBILITIES AND RIGHTS OF THE BOARD OF EDUCATION**

### **Section 1 – Board of Education Rights**

The Employer, on its own behalf and on behalf of the electors of the school District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law, the Illinois School Code, the Constitution of the State of Illinois, and of the United States, including, but without limiting the generality of the foregoing, the right:

- a. to maintain the executive management and administrative control of the system and its properties and facilities, and the professional activities of the employees as they affect the employee's employment with the school District;
- b. to hire all employees, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion and to promote and transfer all such employees;
- c. to delegate authority through recognized administrative channels for the development and organization for the means and methods of operation;
- d. to determine employees' assignments, duties and responsibilities;
- e. to change the start times of schools as it relates to driving assignments; and
- f. to temporarily adjust custodial work schedules.

**Section 2 – Exercise of Board Rights**

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois, and Constitution and laws of the United States.

**Section 3 – Individual Negotiations**

The Board shall not negotiate individually with any employee covered by this Agreement with respect to wages, hours, terms and conditions of employment.

**ARTICLE THREE – UNION RIGHTS AND RESPONSIBILITIES**

**Section 1 - Union Representation**

The Union agrees to represent equally and without prejudice all members of the bargaining unit for the purpose of negotiations with the Board concerning wages, hours, terms, and conditions of their employment and the settlement of grievances.

**Section 2 - Employee Rights**

The Board agrees that employees shall have the right to organize, join and assist the Federation, to participate in negotiations with the Board through representatives of their own choosing, and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting, and improving conditions of service.

**Section 3 - Access to Buildings**

The Board agrees that the Federation and its representatives shall have the right to use school buildings for meetings and to transact official Federation business on school property at all

reasonable times provided that this does not interfere with or interrupt normal school operations. When special custodial service is required, the Board may make a reasonable charge for this service. HFSS President and Vice-President shall be issued a swipe card with access to all buildings.

#### **Section 4 - Board Minutes/Agenda**

The Board Agenda and Minutes are posted on the District's website.

#### **Section 5 - Communication with Members**

The Board will provide the Federation with space for one (1) bulletin board in each school building either in the employees' lounge or the employees' workroom. The Union may use interschool mail service for any organizational messages.

#### **Section 6 – Use of District Equipment**

The Federation may rent telephones, printing and copying equipment upon approval of their requests by the building principal and based on a designated rate set by the Board of Education. Such equipment cannot be rented during the employees' school work day. The Federation will be provided guest Internet access for union business.

#### **Section 7 – Contact Information**

Upon request, the District will provide contact information of District staff to Union officers.

#### **Section 8 - HFSS Officers Stipends**

The parties have agreed that the Board of Education will pay the five (5) elected Harlem Federation of Support Staff Council officers and building representative stipends. These stipends will be reported to the Illinois Municipal Retirement Fund (IMRF) and paid by the Board as creditable earning in the same manner as any other differential position.

On or about September 1, of each year, the Union will notify the Board of the amount of the stipend for each officer and building representative of the Harlem Federation of Support Staff Council for the forthcoming school year.

These stipends shall be paid by the Board to each of the Harlem Federation of Support Staff Council officers semi-annually with the first payment no later than December 15, and the last payment no later than May 15 of each year. The Board of Education's costs will be one hundred percent (100%) reimbursed by the Harlem Federation of Support Staff Council upon each semi-annual payment.

#### **Section 9 - Access to Records and Information**

Upon written request, the Union shall have the right to make appointments to examine the financial records of the District at reasonable times and in the company of the Superintendent or designee. The Board shall provide the Union President or designee, upon request, with the current annual audit, published financial reports, scattergram of salary placement of individuals in unit, insurance information, and other materials appropriate for negotiations or processing grievances.

### **Section 10 – General Membership Meetings**

The Union shall be allowed to hold a general membership meeting, after regular work hours, on four (4) afternoons a year – two (2) each semester or on Saturdays at a District school. The Union shall notify the District as least one (1) week prior to the scheduled meeting so that times and location can be mutually agreed upon. The Union shall complete the required electronic facility usage request and notify the Assistant Superintendent for Curriculum & Instruction of said request.

### **Section 11 - Copy of Contract**

The Contract shall be made available electronically in its entirety, paper copies will be provided upon request. The District will also supply the Union with an additional fifteen (15) copies of this Agreement for their use. The cost of printing the document shall be evenly shared between the Union and Board.

## **ARTICLE FOUR – NON-MEMBER DUES DEDUCTION**

The provisions set forth in Article 4 herein will remain in effect for the term of this Agreement to the extent permitted by law.

### **Section 1 - Non-Union Members**

The Board of Education shall, upon the written request of an employee, withhold from his/her compensation any dues, payments or contributions specified by the employee that are payable to the Union. Such amounts shall be withheld on a pro-rated basis from each regular payroll check of the employee. The Board shall transmit such withholdings to the Union within ten (10) working days from the time of the withholding.

### **Section 2 - Names of Non-Members**

Upon receipt of said written request, the Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.

### **Section 3 - Union Notification to Board**

If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Board to reduce deductions from the earnings of non-members to said prescribed amount.

### **Section 4 - Indemnification**

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability including the costs of defense thereof, that shall arise out of complying with the provisions of this Article, or in reliance on any list, notice, certification, affidavit, or reassignment furnished under any such provisions; or which might arise pertaining to the term of this Agreement. It is therefore understood that, in the event of any judicial or administrative proceeding involving this Article at which the appearance of the Board is necessary, or which requires the expenditure of any costs or fees by the Board, the Board may select counsel of its

choosing, and that “costs of defense” includes the Board’s reasonable attorneys’ fees, and shall reimburse same to the Board.

## **ARTICLE FIVE - PERSONNEL FILE**

### **Section 1 - Personnel File**

The Board shall maintain only one official personnel file.

### **Section 2 - Right of Access**

Upon written request to the Superintendent or Assistant Superintendent for Human Resources or designee, each employee shall have access within no more than five (5) workdays, for examination purposes, to all of the material in his/her personnel file. The examination of the personnel file shall occur during regular business hours and during a time when the employee is not otherwise assigned. Such examination shall be in the presence of a designated employee of the Board. This section shall not be applicable to any evaluative or reference information received by the Board prior to the employee's first employment day with the District.

### **Section 3 - Placement of Material in File**

Any disciplinary warning or reprimand placed in the file shall be signed, dated and a copy shall be given to the employee. An employee shall not have a document placed in his/her personnel file without prior notice and the right to initial the document.

### **Section 4 - Right of Copy**

Each Employee shall have the right to be furnished with a copy of any or all file material, exclusive of confidential material named in Section 2, within five (5) workdays after the employee requests such material, in writing.

### **Section 5 - Right of Attachment**

Each employee shall have the right to have dissenting or explanatory material attached to any document on file with a note to "See attached material" on the original document. The attachment and notation shall be the responsibility of the employee.

### **Section 6 – Removal of Discipline**

All verbal warnings shall be removed from the personnel file of an employee with no Step 2 or greater discipline of any kind after five (5) years from the incident date, upon written request of the employee. It shall be the responsibility of the employee to request from Human Resources, the removal of the verbal warning.

## **ARTICLE SIX – EVALUATION PROCEDURES**

### **Section 1 - Evaluation Schedule and Conference**

The Assistants, Custodial and Maintenance Employees’, Transportation Employees’ Secretarial Employees’ and Registered Nurses’ immediate supervisor (Principal, Director or Assistant Director) shall evaluate each employee in writing at least once per year. All twelve-month employees’ evaluations shall be completed on or before June 30 each year and all other

employee evaluations shall be completed on or before May 15th each year and no sooner than the end of the first two weeks of the employment year.

If an employee receives a very good or exceptional rating, he/she shall be evaluated at least every other year after two years at the administrator's discretion. If the supervising administrator/director has a concern with the employee's performance or a problem arises with the employee, these concerns shall be brought to the attention of the employee within a reasonable period after the concern arises. A reasonable period of time shall ordinarily not exceed ten (10) working days from the occurrence.

Each ParaEducator shall be evaluated in each of the first two (2) years of employment by his/her building principal or the special education administrator. Upon completion of two (2) years of successful employment, his/her Building Principal or the Special Education Department administrator will evaluate the ParaEducator at least every other year. Each ParaEducator will be observed for at least twenty (20) consecutive minutes before an evaluation is written. The supervising teacher shall complete a form that provides input into the process of evaluating the ParaEducator.

The transportation employees' and bus assistants' immediate supervisor shall visit the worksite of the employee for at least twenty (20) consecutive minutes to observe the employee's performance before writing the evaluation.

Within fifteen (15) calendar days following the evaluation visit of the employee, the evaluator shall hold a meeting with the employee to discuss the evaluation.

An employee shall be evaluated on his/her performance in his/her position as the duties are outlined on the employee's job description.

Since the purpose of the evaluation is to improve performance, the evaluation shall be conducted in a timely manner so that an employee has sufficient time to address any problems.

## **Section 2 - Evaluation Receipt and Signature**

The evaluator shall furnish the employee with a copy of the written evaluation at the meeting. Both the evaluator and the employee shall date and sign all copies of the written evaluation. The signature of the employee shall not indicate agreement with the written evaluation, but rather shall indicate that the conference and discussion have been held and that the employee is in receipt of a copy of the written evaluation.

## **Section 3 - Evaluation Rebuttal**

If the employee feels his/her formal written evaluation is incomplete, inaccurate or unjust, the employee may put his/her objections in writing within twenty (20) days after receipt of said evaluation. Both the employee and evaluator shall date and sign all copies of the written objection. The signature of the evaluator shall not indicate agreement with the written rebuttal, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the written evaluation.

## **Section 4 - Personnel File Copy/Evaluation**

A copy of all formal written evaluations and any attached written objections shall be placed in the employee's official personnel file in a timely manner. Any notes or documents placed in the personnel file shall be read, initialed and dated by the employee.

## **ARTICLE SEVEN - GRIEVANCE PROCEDURES**

### **A. Definition**

A grievance is defined as a complaint that there has been an alleged violation, misinterpretation, or misapplication of the provisions of this Agreement. An individual employee or group of employees may present the grievance to the Board or its designated representative and have the grievance adjusted without the intervention of the Federation or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement. Grievances will be presented in the following steps:

### **B. Procedure**

**Informal Step:** Within ten (10) working days of the time a grievance arises, or upon which the grievance should have reasonably been known to occur, the employee/Federation may present the grievance to his/her Immediate Administrative Supervisor. Within ten (10) working days of the Supervisor/Federation meeting to discuss the grievance, the Immediate Administrative Supervisor shall give his/her answer orally to the employee/Federation. An extension of time may be allowed in writing for submitting a grievance if for some reasonable cause the employee(s) could not meet the ten (10) working day deadline.

### **Step 1 - Immediate Administrative Supervisor**

1. **Written Statement:** Within ten (10) working days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant/ Federation and lodged with the Immediate Administrative Supervisor.
2. **Statement Includes:** The "Statement of Grievance" shall:
  - a. name the grievant(s);
  - b. state the facts giving rise to the grievance;
  - c. identify by appropriate reference all the provisions of this Agreement alleged to be violated;
  - d. state the contention of the grievant/Federation with respect to these provisions; and,
  - e. indicate the specific relief requested.
3. **Immediate Administrative Supervisor's Response:** Within ten (10) working days after receiving the grievance, the Immediate Administrative Supervisor shall communicate his/her answer in writing to the grievant/Federation, the Grievance Chairperson, and the Federation President.

### **Step 2 - Superintendent**

1. **Appeal to Superintendent:** If the grievance is not resolved in Step 1, the grievant/

Federation may, within ten (10) working days of receipt of Immediate Administrative Supervisor's answer, submit to the Superintendent a written "Statement of Grievance" signed by the grievant/ Federation. The Immediate Administrative Supervisor shall be given written notice that the grievance will be advanced to Step 2.

2. **Superintendent's Response:** The Superintendent or designated representative shall give the grievant/Federation, Federation President, and the grievant's representative(s) if not represented by the Federation, an answer in writing no later than ten (10) working days after the written grievance was submitted and the parties have met. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the Federation, confirmed in writing.

### **Step 3 - Board Hearing**

1. **Appeal to Board:** Within fifteen (15) working days after receiving the decision of the Superintendent, an appeal of the decision may be made to the Board. It shall be in writing and accompanied by a copy of the decision in Step 2.
2. **Board Hearing:** No later than fifteen (15) working days after receiving the appeal or at the next regularly scheduled Board meeting, whichever is later, the Board shall hold a hearing on the grievance in executive session.
3. **Board's Decision:** Within fifteen (15) working days after the hearing, the Board shall communicate its decision in writing and state their reasons to the grievant/Federation, Federation President, and the grievant's representative(s).
4. **Material Presented:** The Federation or Administration may not present any material, allegation, or remedy that was not presented in Step 2; provided however, if new material is discovered by either party after Step 2 but before the Board meeting, the grievance will be moved back to Step 2.

### **Step 4 - Arbitration**

1. **Appeal to Arbitration:** Within thirty (30) working days after receipt of the decision of the Board, the Federation or the Board, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the agreed upon arbitration organization. If the parties cannot agree on an arbitration organization, the grievance will be submitted under and accordance with the rules of Federation Mediation Conciliation Service (FMCS).
2. **Powers of the Arbitrator:** It shall be the function of the arbitrator, after due investigation, to make decisions in cases of alleged violations of specific articles and sections of this Agreement. However, the arbitrator shall have no power to:
  - a. add to, subtract from, disregard, alter, or modify any terms of this Agreement;
  - b. establish salary structures, or change any salary unless such a salary change is necessary in order to comply with the contract;
  - c. rule on the termination of services of or failure to reemploy any probationary employee;
  - d. rule on the termination of services or failure to reemploy any employee to a

position on the extracurricular schedule;

- e. change any practice, policy, or rule of the Board or to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board; nor,
- f. decide any question which, under this Agreement, is within the responsibility of the Board to decide.

In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe such responsibilities except as they may be specifically conditioned by this Agreement.

3. **Binding Decisions**: The decision of the arbitrator shall be final and binding on both parties.
4. **Fees and Expenses of Arbitrator**: The fees and expenses of the arbitrator shall be shared equally by the Board and the Federation. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for expenses for witnesses called by the other.
5. **Grievance after Termination of Agreement**: Any grievance occurring during the period between the termination date of this Agreement and the effective date of the new Agreement shall be based on the terms of this Agreement.
6. **Non-Waiver of Grievance**: The fact that the grievance may have been discussed by the parties on its merits preceding the grievance being filed shall not constitute a waiver which will prohibit the grievance from being filed.
7. **Claims for Back Pay**: The Board shall not be required to pay back wages more than ten (10) working days prior to the date a written grievance is filed, except in those grievances that are reoccurring in nature.

C. **Appearance and Representation**

1. **Hearing**: Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings shall be conducted during non-school hours, unless there is a mutual agreement for other arrangements.
2. **Payment of Witnesses**: The Board and the Federation are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
3. **Bypass Provision**: If the grievance arises from an action of authority higher than the Immediate Administrative Supervisor of a school, the grievant/Federation may present such grievance at Step 2 of this procedure. The grievant/Federation shall provide the Immediate Administrative Supervisor with a copy of the grievance.

**D. Time Limits**

1. **Extension**: Time limits provided in this Agreement may be extended by mutual agreement, confirmed in writing.
2. **Appeals**: Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Federation to lodge an appeal at the next step of this procedure.
3. **Resolved**: Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the answer at the previous step.
4. **Definition of Days**: A day shall be defined as any day that school is in session for students. During the summer, days shall be defined as days the Administrative building is open.

**E. Employee's Legal Rights**

Nothing contained herein shall deny any employee his/her rights under State or Federal Constitution or laws.

**F. Mediation**

1. **Settlement**: Mediation may be used in an attempt to settle the grievance prior to arbitration. The process must be by mutual agreement and both parties shall share equally in the cost.
2. **Selection of Mediator**: The mediator shall be jointly selected by the Federation and the Board. Should the dispute proceed to arbitration, the mediator cannot act as arbitrator and no offers of settlement or compromise offered at mediation may be introduced at arbitration.

**G. General Provisions**

1. **Union Representation**: No employee at any stage of the Grievance Procedure will be required to meet with any Administrator without a Union representative.
2. **Non-Reprisals**: Any employee who participates in the Grievance Procedure, or who refuses to participate in the Grievance Procedure, shall not be subject to disciplinary action or reprisals by the Board or the Union, as the case may be, because of such participation or non-participation.
3. **Union's Right of Presence**: The grievant/Federation shall have the right to be present at all hearings or meetings concerning his/her grievance which are conducted pursuant to this Grievance Procedure.
4. **Copies of Material**: The grievant/Federation shall, upon request, be provided with copies of materials presented by the Board/Administration at any hearing or conference conducted pursuant to this Grievance Procedure.

## **ARTICLE EIGHT - DISCIPLINARY ACTION**

If the Administration determines that discipline, suspension or discharge due to poor performance or failure to follow District policy is necessary, the employee must have been notified in writing of the specific charges and/or needed improvements that could lead to discipline along with a timeline for completion of the new expectations.

The Administration shall inform the employee that a Union Representative may attend any meeting that could lead to an improvement plan, discipline and/or discharge.

The Administration agrees that its rules and regulations governing employee conduct shall be reasonable and that enforcement of employee conduct shall be fair and for just cause.

Nothing shall prevent the Board from omitting steps of progressive discipline, or proceeding directly to discharge if there is just cause. With respect to all other deficiencies, the following progressive action will be taken if any employee does not perform his/her work properly, fails to follow instructions from his/her immediate supervisor, or violates any of the rules and regulations of the school policy.

1. **First Notice:** An employee shall be verbally notified, warned or reprimanded if his/her work is not performed satisfactorily, fails to follow instructions from his/her immediate supervisor or violates any of the rules and regulations of the school policy.
2. **Second Notice:** If the employee is not performing his/her work properly or has violated the rules and/or regulations, said employee will be sent a written notice stating the nature of the complaint and any areas that need improvement with a timeline for completion. A copy of this notice will be sent by the employee's supervisor to the Human Resources' Department for placement in the employee's personnel file. The employee shall initial and date the document prior to placement in his/her personnel file. This signature shall mean that the employee has read the document, it does not mean the employee agrees with the document.
3. **Third Notice:** If a third notice is sent, the employee may receive up to five (5) days suspension without pay.
4. **Fourth Notice:** If a fourth notice becomes necessary, the employee may be terminated from his/her job within the school District.

## **ARTICLE NINE - ASSIGNMENTS, TRANSFERS, POSTINGS, FILLING OF VACANCIES AND JOB DESCRIPTIONS**

### **Section 1 - Job Openings**

Upon application, in-District bargaining unit employees shall be considered first for job openings or increased hours before hiring employees outside of the District. "Consideration" includes the review of the in-District bargaining unit employee's letter of interest, performance in their current (and any related past) positions, skill level and appropriateness for the position posted. Consideration does not include the guarantee of an interview. Qualifications shall be used to determine the selection of the secretary, custodial and maintenance employee, ParaEducators, Registered Nurses, Bus Assistants and Assistants. Seniority shall be considered when qualifications are deemed equal by the Administrator. Seniority shall be the sole factor for determining which a Bus Driver is selected for a job opening. Seniority for this section

shall be defined as the length of service within the category of position within each separate council: Secretarial, Assistant, ParaEducator, Custodial/Maintenance, Registered Nurse and Transportation.

However, any in-District bargaining unit member not granted an interview or selected to fill the open position shall receive the reasons in writing, if requested, specifically addressing the categories above within ten (10) working days of the decision or prior to any Board action whichever occurs first.

### **Section 2 - Posting of Vacancies**

The Superintendent shall post online a notice of all initial bargaining unit vacancies except transportation as they occur or as they are anticipated. Such positions must be posted for a minimum of five (5) working days before they can be filled. Any subsequent related transfers that result from filling the initial vacancy require only a three (3) day posting.

For custodial employees, the posting of any and all vacancies by the Human Resources Department shall be optional during the fifteen (15) working days preceding the beginning of a new school year.

The posting shall include the name of position, number of hours for the position, rate of pay, and worksite and job description. No vacancy, except in the case of an emergency, shall be filled on a temporary basis unless the position has been posted for this five (5) day period. If an assistant or secretarial position is posted with additional hours and if the current employee does not receive the increased hours for the position for which he/she applied, the employee will be given the reason(s) in writing by the Principal, immediate supervisor or other appropriate administrator prior to the announcement of the person selected for the position.

For transportation employees, the Director of Transportation shall post a notice of newly created positions, route transfers and other transportation unit positions as they occur. The notice shall be posted on the job openings board in the driver's break room and a copy provided to the Transportation Council President. Resignations shall be effective at the time they are tendered and the vacancies caused from the resignation shall be posted within 24 hours and remain posted for at least three full work days. The vacancy shall be assigned to a bargaining unit employee within five (5) working days following the expiration of the posting.

ParaEducators may only request transfer to another position between school years or with the permission of the building administrator and Director of Student Support Services. These requests to the building administrator and Director of Student Support Services shall not be denied arbitrarily and shall be reviewed on a case-by-case basis with a written response to the ParaEducator given within ten (10) working days of the request. The decision to grant or deny a transfer shall not be subject to the grievance process.

### **Section 3 - Application Process**

Employees wishing to apply for any vacancy in the District must submit an online application in accordance with the timelines established in the posted notice. Written applications will not be accepted.

An employee may apply for a transfer to another assignment or building where a vacancy exists. If a hiring administrator denies the request for a transfer, he/she shall set forth his/her reason(s) for denial in writing, if requested, to the applicant and the Union. If a bargaining unit

employee applies for a transfer to a vacant bargaining unit position, he/she shall be considered (per Article 9-Section 1). No request shall be denied arbitrarily.

#### **Section 4 – Temporary Placements**

No vacancy, except in the case of an emergency, shall be filled on a temporary basis unless the position has been posted for the five (5) day period.

#### **Section 5 – Job Descriptions**

A job description has been developed for each position in the unit and shall be available online at [www.harlem122.org](http://www.harlem122.org). Each new employee shall receive access to a copy of his/her job description at the time of hire and within two (2) weeks after any change in the job description through the Harlem email notification system.

Job descriptions for each council will not be created, changed or altered without first meeting with the HFSS Presidents, and the President of the affected council, and the Superintendent or Assistant Superintendent for Human Resources or designee to determine the changes that need to be made, discussing and bargaining these changes until reaching a mutually agreeable solution to the issue that needs to be addressed.

#### **Section 6 – Involuntary Transfers**

Involuntary transfers for assistants, ParaEducators and secretarial employees that result in relocating an employee to a position in another school or with a different supervisor shall be based on the following factors which shall be given equal consideration: seniority in the District, skills relative to the new position, and work performance. If an employee is involuntarily transferred he/she must be given a reason(s) for the transfer in writing, upon request. The decision to transfer shall not be subject to the grievance process.

#### **Section 7 – Employee Re-assignment**

Custodial & Maintenance, ParaEducator, Registered Nurse and Assistant employees who are reassigned shall be given notice of such change within a reasonable time period prior to the effective date of the change. An employee shall be granted a conference with his/her supervisor to discuss the reassignment if the affected employee requests it within five (5) days of the notification.

If reassigned for the following school year, the Administration shall notify all affected ParaEducators and Assistants in writing, of their tentative assignment no later than fifteen (15) student attendance days prior to the end of the school year preceding the assignment. The Administration reserves the right to change assignments up to and including the first student attendance day, depending on student placement needs.

A ParaEducator new to the District or transferred to a different job classification that requires different skills shall be allowed to job shadow another ParaEducator for at least one full student attendance day in a similar position for which the ParaEducator was hired. In addition, see Article 15, Section 14.

Any ParaEducator that has to be involuntarily transferred during the school year due to their student moving out of district shall be offered an open ParaEducator position within the district. Every reasonable effort will be made not to involuntarily transfer the ParaEducator between elementary and secondary buildings and/or between ParaEducator Levels.

## **Section 8 – ParaEducator Reassignment**

ParaEducators who are reassigned to a Level A position after October 1 shall be paid at the Level B rate for the remainder of that school year.

## **ARTICLE TEN - NEGOTIATIONS PROCEDURES**

**Section 1 – Good Faith Negotiations:** The Board agrees to participate in good faith negotiations with the duly designated representatives of the Union. The Federation agrees to bargain in good faith with the Board and/or its representatives.

**Section 2 - Notice to Bargain:** During the final year of the Collective Bargaining Agreement and within sixty (60) days of receiving a written notice by one party to initiate negotiations, both parties shall meet in the first bargaining session.

**Section 3 – Ninety-Day Notice:** If an Agreement is not reached ninety (90) days prior to the scheduled start of the next school year, both parties shall send a joint notice to the Illinois Educational Labor Relations Board (IELRB).

**Section 4 – Mediation:** If an Agreement is not reached forty-five (45) days before the scheduled start of the next school year, and an impasse exists, either party may request mediation. Upon such a request, both parties shall immediately forward a request for a mediator to the Federal Mediation and Conciliation Service signed by both parties.

If a federal mediator is not available, both parties will immediately attempt to select a mutually agreeable mediator. If the parties cannot agree, the IELRB shall be requested to provide a mediator per its rules and regulations.

**Section 5 – Fifteen-Day Notice:** If an agreement is not reached fifteen (15) days before the scheduled start of the school year, both parties shall notify the IELRB.

## **ARTICLE ELEVEN – SENIORITY, REDUCTION-IN-FORCE AND RECALL RIGHTS**

### **Section 1 – Unit Seniority Definitions, Distribution of Lists, and Employee Rights**

The Board of Education shall provide the HFSS Co-Presidents and each Council President a seniority list compiled by the Assistant Superintendent for Human Resources no later than February 1<sup>st</sup> of each year. These lists shall be posted in each building.

The seniority list shall be broken down by the appropriate council defined as Assistants, Custodial/Maintenance, ParaEducators, Communications Specialist, Bus Assistant, Bus Driver, Dispatcher, Bus Mechanics, Secretarial and Registered Nurse.

The Assistant Superintendent for Human Resources shall develop a seniority list based upon the various categories of positions within each council and departments outlined within this Article. The categories on the list shall include the employee's name, worksite, position, pay grade, date the Board approved employee's employment, first day of actual work, date employee completed application, LOA designation if employee took leave of absence and LOT designation if lottery held to break tie. For employees in the custodial/maintenance council, the list shall be in order of custodial and maintenance department service within respective category of position and by District seniority within the custodial/maintenance council.

The list shall be posted in each building/worksite for fifteen (15) workdays during which time an employee may object to the computation of his/her seniority. After expiration of the posting period, the seniority list shall be considered final as of that date for that year. The HFSS Co-Presidents and each Council President shall be provided with any revision in the original list and a new list reposted in each building.

The seniority list shall show the names of the employees in order of District seniority in that council, the names of employees in order of their seniority by category of position within each department of the council (if applicable to that council).

An asterisk (\*) by an employee's name shall denote the date the Board approved employment. Seniority shall not accrue during any unpaid leave of absence (LOA) in excess of sixty (60) consecutive workdays. A "LOA" in parenthesis denotes loss of seniority due to a leave of absence or disability in excess of sixty (60) consecutive workdays. The months that are lost shall be denoted in the box with the "LOA" notation. A "LOT" in parentheses by an employee's name will indicate that a seniority tie has been broken and the date of the lottery.

Seniority shall be defined as the length of continuous service in the School District within each council. Upon employment, each employee shall receive a seniority date, which shall be the date the Board approved his/her employment in that council, or the first day of actual work, whichever is greater. Bus drivers' seniority date shall be the first day of work. The first day of work shall be defined as the first day the driver is legally and contractually eligible and available to drive a bus. If one driver is hired by the Board on the same date as another driver, the most senior driver shall be the driver who was first to actually drive a bus. If two or more employees in the same council have the same seniority date, the date of the employees' applications shall control; whereby the employee with the earlier application date shall be senior. If two or more employees in the same council still have the same seniority date, the employer/Administration shall conduct a drawing of lots witnessed by the HFSS Co-Presidents and the President of the appropriate council.

Seniority as defined in Article 9 and Article 11 shall be used in case of transfer, reduction-in-force, recall, and to bid on job openings with increased hours. If a building closes, the employee affected in each council shall be able to exercise his/her seniority rights as if this constituted a lay-off.

If an employee is laid off who has received vacation days in his/her former position and the employee is now moving to a position that does not receive vacation days, the employee shall have the option to receive pay for these days or to use them during the following school year.

Employees who change to a new position that has a higher rate of pay due to a reduction-in-force shall receive a raise in the difference in the two hiring bases. Employees who change to a lower-paying position due to reduction-in-force shall retain their current wages for up to one (1) year.

In the event that an employee's hours are reduced due to a reduction-in-force, involuntary transfer, or closing of a school, the employee who lost hours shall receive any increased hours offered to that building in his/her related position by seniority prior to any recall or rehire for that building. If new positions are added to the building, employee seniority and recall rights will apply.

**Section 2 – Lay-off and Bumping Procedures**

- a. **Assistants, ParaEducators and Registered Nurses:** In the event of a reduction-in-force, the employee with the least seniority in that council shall be laid off first, continuing until the lay-offs are satisfied.
- b. **Secretarial:** In the event of a reduction-in-force, the employee selected for layoff shall be able to bump an employee in the same level or in a lower level position providing he/she has prior experience in that position and has greater District seniority than the person in the position selected by the person being laid off. In order for the less senior employee to retain the selected position, he/she must have at least four (4) years more position experience than that of the person trying to bump him/her.
- c. **Custodial and Maintenance:** The person selected for lay-off shall be able to bump an employee in any position providing he/she has prior experience in that position and has greater District seniority than the person in the position selected by the person being laid off. In order for the less senior employee to retain the selected position, he/she must have at least four (4) years more position experience than that of the person trying to bump him/her. If the Riffed or bumped employee does not have District experience in another position, he/she may bump the least senior second or third shift custodian based on District seniority alone. In this instance, the last second or third shift custodian hired would be released depending on where the bump occurs.

**Category I**

Maintenance Worker I  
Maintenance Worker II

**Category II**

Elementary Head Custodian  
Middle School Head Custodian  
High School Head Custodian  
Night Foreman

**Category III**

Supervisory Specialist  
Day Custodians  
Pool Operator  
Grounds Crew  
Second Shift Custodians  
Third Shift Custodians  
Warehouse Clerk  
Courier Driver  
Food Service Drivers

- d. **Bus Assistants:** In the event of a reduction-in-force, the employee with the least seniority shall be laid off. An exception to lay-off by seniority shall be made in cases where a bus assistant with greater seniority has been unavailable or has not worked mid-day routes. In these cases, the bus assistant with greater seniority shall be given the option to work mid- day routes or select lay-off prior to bus assistants with less seniority who will work mid-day so that the mid-day routes are covered. Seniority as defined in this paragraph shall be the sole and controlling factor for all lay-offs and re-employments unless specified elsewhere in this Agreement.
- e. **Bus Drivers:** The Board and the Union agree that seniority as defined above shall be the sole method to bid on routes, shuttles and other transportation work unless specific language denotes another method. In addition, the Board and the Union agree that

seniority as defined in this section shall be the sole and controlling factor for all lay-offs and re-employments in the transportation unit unless specified elsewhere in this Agreement.

### **Section 3 – Continuous Service**

Continuous service in any position covered by this Agreement is broken by one of the following:

- a. Voluntarily quitting/resignation
- b. Dismissal, or
- c. Lay-off in excess of two (2) years as defined below.

Any employee who withdraws his/her resignation prior to Board action shall not have a break in his/her service.

### **Section 4 – Retention of Seniority**

Continuous service in each category of position shall not be broken during an approved leave of absence or disability, but time on leave in excess of sixty (60) consecutive workdays shall not count as seniority. Anyone affected by this provision shall have his/her months/years of service prorated. This shall be denoted on the seniority list by placing a “LOA” in parenthesis beside the employee’s name along with the date of the absence.

### **Section 5 – Effect of Seniority**

Any employee covered by this Agreement who has worked at least ninety (90) days in a school year in a position covered by this Agreement shall receive a full year of credit for salary purposes.

Seniority within each council and categories of position, if applicable, covered by this Agreement shall be used in cases of reduction-in-force and recall pursuant to the law.

For all positions covered by this Agreement except bus drivers (whose rights are found below) seniority, job-related skills, and work performance shall be given equal consideration for jobs with increased hours, transfers and/or for new positions.

A bus driver’s seniority shall be the sole factor used to bid on routes, extra-runs, and all other transportation work.

### **Section 6 – Notification of Lay-off**

No employee shall be laid off pursuant to a necessary reduction in the work force unless the bargaining unit member was notified of the lay-off at least thirty (30) days before the employee is removed or dismissed or the hours he or she works are reduced. However, if a reduction in hours is due to an unforeseen reduction in the student population, then the employee must be notified at least five (5) days before the hours are reduced. In the event of a necessary reduction in work force, the employer shall lay off the least senior employee in the affected council and category of position, if applicable, or as outlined in the seniority language.

### **Section 7 – Recall Rights**

Any laid-off employee shall have a right of recall for two (2) years from the beginning of the school year that the lay-off takes effect. Recall shall be in inverse order of the reduction-in-force within the council and category of position, if applicable, where the reduction-in-force occurred

with the most senior employee in the affected category recalled first. An employee's scheduled salary increase, accumulated sick and personal leave, vacation entitlements for twelve (12) month employees and seniority shall not be affected if recalled during this two (2) year period of time.

In no case shall a new employee be employed by the employer while there are laid-off bargaining unit members who are qualified for a vacant or newly-created position.

The employee must notify the Human Resources Department of his/her availability for a new position, provide his/her address and phone number every six (6) months, as long as the Human Resources Department notifies the employee of this requirement, in writing, at the time of the lay-off. Failure of the employee to notify the Human Resources Department shall be deemed to waive the employee's recall rights and he/she shall no longer be eligible for any other vacant position that becomes available within the recall time period.

The employee must notify the Board in writing, within seven (7) calendar days of mailing or within five (5) calendar days of receipt of the offer, whichever shall first occur, of the acceptance or rejection of any vacant position offered to the employee during the recall period. This statement shall appear in the certified mailing to each employee.

Any employee who fails to notify the Board of his/her acceptance or rejection of a tendered position within the timelines set forth within shall be deemed to have waived his/her recall rights and shall no longer be eligible for any other vacant position that becomes available within the recall time period.

If a vacancy or newly-created position occurs for which the employee meets the minimum requirements of the position, the employee shall have the right to be recalled to that position before anyone can be newly hired from outside the District or transferred from another council. All positions must be posted as internal openings and any employee in the affected council may apply according to the individual council's lay-off and bumping procedures. If a previous full-

time employee is offered a part-time position to which he/she is entitled in recall language and accepts that position, he/she shall have the rights as outlined in this Article.

### **Section 8 – Job Shadowing**

If a reduction in force results in a Custodial Maintenance or Assistant employee being reassigned to a different job classification that requires different skills, the affected employee shall be allowed to job shadow another employee in the same or similar position for at least one full workday prior to the end of the school year in which the employee is notified of the transfer. The supervising administrator shall work with the affected employee to facilitate this transition training.

## **ARTICLE TWELVE – SCHOOL ASSISTANTS' WORKING CONDITIONS**

### **Section 1 – Work Day**

Daily hours for all School Assistants shall be set by the Administration at the beginning of each school year based on program need. For School Assistants whose first day of employment is prior to July 1, 2013 and who remain employed in their current position, their hours worked shall be consecutive. Elementary Library/Media Center Assistants' shall be assigned at least five and one-half (5.5) hours of duty per day. Secondary Managers, Secondary Library/Media Center

Assistants, and full-time Secondary Supervisory Assistants shall be assigned eight (8) hours of duties per day.

Nursing Assistants at the secondary level will be five (5) hour positions. For employees who are hired as or accept a position as a School Assistant after July 1, 2013, or School Assistants whose first day of employment is prior to July 1, 2013 and who voluntarily change School Assistant positions, hours worked may or may not be consecutive. Job postings must specifically state that hours worked are or are not consecutive.

**Section 2 - Work Week**

The work week for all Assistant positions shall be weekdays (i.e. Monday through Friday).

**Section 3 - Work Year**

Bargaining Unit	Student Attendance Days	Other Work Days	SIP Days	Parent Conferences	Institute Days				Holidays	Total Annual Days
					1	2	3	4		
Assistants	170	0	**2	0	*1	0	0	0	11	184
Paid Workdays: (170) Student Attendance Days + (2) SIP Days + (1) Institute Day Paid Holidays: (11) Total Annual Days (184)										
*Assistants will work the closest Institute Day to the start of the school year. **Assistants will work the first two SIP Days of each school year.										

**Section 4 – Institute Days**

All assistants are required to work the first Institute Day at the beginning of the school year at their regular work day regularly scheduled hours.

**Section 5 - Mailbox and Locked Space**

Each employee shall be assigned the use of a mailbox in each school building. All secondary employees shall be assigned a locked space for personal use.

**Section 6 – Substitutes**

Before a substitute is called the additional hours shall be offered to other employees in that building when appropriate. When an elementary substitute is required to fill an absent employee’s position for any reason, it is the Administration’s responsibility to provide a substitute for that absent employee. At the secondary level it shall be the responsibility of the Administration, Secondary Supervisory Manager or the Resource Manager to provide a substitute for an absent employee. This work must be performed within the regular workday or the bargaining unit employee who performs these tasks shall receive time and one-half pay for this activity.

**Section 7– Assistants’ Supervision Requirements**

At the elementary school level, the Administration shall make every effort to have no fewer than three (3) employees supervising the parking lot and the playground before and after school and during lunch. In addition, the District shall provide:

- a. A two-way radio that effectively communicates with all stations shall be provided to each Middle School and High School employee, and at least one radio for elementary employees who perform supervisory duty.
- b. Supervisory Managers shall be hired for the Middle School and the High School buildings.
- c. Employees are not to transport students at any time on school-related business.
- d. No Elementary Library/Media Center Assistant will be assigned recess or lunch supervision while a class is in the library.
- e. Elementary General Program Assistants shall not be assigned to be outside for more than one-half (1/2) hour at a time.
- f. Secondary Supervisory Assistants shall be assigned outside duty on a weekly rotating basis for no more than thirty (30) minutes per day per employee.
- g. Assistants shall not be asked to supervise outside with the exception of bus duty on days when temperatures reach ten degrees (10°) and below.
- h. Every effort shall be made by the District to assign female employees to check female bathrooms for students and male employees to check male bathrooms for students. Supervisory assistants who perform bathroom checks of the opposite sex shall not be reprimanded or disciplined for refusing to enter a bathroom if the employee believes a student may be present. Supervisory assistants are not to be used for checking bathrooms for cleanliness.

**Section 8- Secondary Assistants' Partial Days of Attendance**

Secondary Assistants shall be dismissed one (1) hour following student dismissal on special occasions designated for early release for students within each respective building. Assistants shall notify the Human Resource Office no later than the end of the first week of school, in writing, of their desire to follow this schedule. If notified, the Human Resource Office shall reduce these employee's annual hours accordingly. If an assistant selects this option, this provision shall not count against the assistant's perfect attendance bonus for that year.

**Section 9 – Student Referrals**

Each employee may write a referral(s) consistent with the District's Discipline Code on a student(s) for behavior issues. The Building Administrator shall complete his/her investigation and return the employee's copy of the referral with an indication of whether action was taken to the extent permitted by law.

**ARTICLE THIRTEEN - COMMUNICATIONS SPECIALIST WORKING CONDITIONS**

**Section 1 – Work Day**

Daily hours of work for the Communications Specialist shall be eight (8) hours that shall include a one-half (1/2) hour duty free lunch period.

**Section 2 – Work Week**

The work week shall be weekdays (i.e. Monday through Friday).

**Section 3 – Work Year**

Bargaining Unit	Student Attendance Days	Other Work Days	SIP Days	Parent Conferences	Institute Days	Holidays	Total Annual Days
Communications Specialist	Every WEEK DAY (Monday-Friday) July 1 through June 30 *Shall be assigned registration duties					16	*260 days or more

**Section 4 – Seniority Rights**

The Communications Specialist does not have any seniority rights and/or bumping rights within any other category covered under this Agreement. No employee in any other category covered by this Agreement shall have any seniority rights and/or bumping rights within the category of Communications Specialist.

**Section 5 – Flex Schedule**

The Communications Specialist may use approved flextime each work day as long as the employee works his/her regularly established work hours.

**Section 6 – Duty-Free Lunch and Paid Breaks**

The District shall provide the Communications Specialist who works six (6) hours or more with a minimum thirty (30) minute unpaid duty-free lunch period and two paid fifteen (15) minute breaks with the exception that this employee takes this duty-free lunch period no later than five (5) hours after the commencement of the workday based upon the Illinois “One Day Rest in Seven Act”.

With mutual agreement of the supervisor and the employee, the length of the lunch period can be extended up to sixty (60) minutes with the understanding that the additional time consists of breaks that were not taken.

**ARTICLE FOURTEEN – CUSTODIAL AND MAINTENANCE WORKING CONDITIONS**

**Section 1 - Work Day/Lunch/Rest Periods**

Each full-time day-shift employee’s workday shall be eight (8) hours excluding lunch; each full-time second shift and third shift employee’s work day shall be eight (8) hours including lunch. Part-time employee’s workday shall be set by the Administration. Nothing precludes the Administration from temporarily adjusting a daily schedule for emergency building needs. Furthermore, nothing precludes the Administration from temporarily adjusting a daily schedule for departmental meetings as long as there is at least a twenty-four (24) hour notice.

- a. Each full-time employee shall be entitled to a one-half (1/2) hour duty-free lunch period.
- b. All full-time employees shall receive two (2) fifteen (15) minute rest periods during his/her workday.

**Section 2 - Work Week**

The work week shall be Monday through Friday and shall be considered forty (40) hours.

**Section 3 - Work Year**

Bargaining Unit	Student Attendance Days	Other Work Days	SIP Days	Parent Conferences	Institute Days	Holidays	Total Annual Days
Full-time Custodians	Every WEEK DAY (Monday – Friday) July 1 through June 30					16	260 or more
To determine your contract: # Workdays x Hours worked each day = Hours worked each Year (Contract)							

Bargaining Unit	Student Attendance Days	Other Work Days	SIP Days	Parent Conferences	Institute Days				Holidays	Total Annual Days
					1	2	3	4		
Supervisory Specialists	170	8	*2	2	1	1	1	1	11	197
Paid Workdays: (170) Student Attendance Days + (8) Other Work Days + (2) SIP Days + (2) Parent Conference Days + (4) Institute Days										
Paid Holidays: (11)										
Total Annual Days (197)										
*Supervisory specialists will work the first two SIP Days of each school year.										

**Section 4 - Building Checks**

Elementary Head Custodians shall be compensated three quarters of an hour (3/4) pay automatically for each weekend day (Saturday and Sunday) and holiday building check. The Head Bus Mechanic, the Machesney Head Custodian, and the Parker Center Head Custodian shall be compensated one (1) hour of pay automatically for each weekend day (Saturday and Sunday) and holiday building check. The Middle School Head Custodian shall be compensated one and one quarter (1¼) hours of pay automatically for each weekend day (Saturday and Sunday) and holiday building checks. The High School Head Custodian shall be compensated one and three quarters (1¾) hours of pay automatically for each weekend day (Saturday and Sunday) and holiday building check. The Head Bus Mechanic shall be responsible for checking the Administration building, Transportation Center and Property Services building. If a head custodian designates a person to substitute for him/her, the substitute shall receive the same number of hours of overtime as the Head Custodian. Head Custodians must conduct at least fifty percent (50%) of all building checks in a calendar year. Building checks shall be completed between 5:00 a.m. and 11:00 a.m. on weekends and holidays according to the guidelines stated in this section. Of the times stipulated above, a maximum of fifteen minutes shall be allotted for drive time, roundtrip. Custodians must be in the building for the remainder of the time they are being compensated.

**Section 5 – Substitutes**

The District shall make every effort to establish a list of substitute custodians. At the sole discretion of the Board, substitutes may be given credit for outside District work experience and inside District substitute experience when employed in a regular custodial position. One year of credit may be granted for each twelve-month period in which 130 to 260 days of substitute

service was completed. Part- time employees who substitute for the District shall receive the same pay per hour he/she receives for his part-time position.

### **Section 6 - Temp Employment Higher Classification**

If an employee is assigned to a job of higher classification than his/her classification, he/she will receive the appropriate salary for that higher job classification for all hours worked in excess of the forty (40) hour work week. An employee must work forty (40) hours in that new position to qualify for the additional pay. If the employee is absent during that forty (40) hour period, he/she shall not be entitled to the higher classification pay rate until he/she has actually worked forty (40) hours in that classification. If an employee is called into work after working forty (40) hours, he/she shall be paid one and one-half (1½) times the higher hourly rate of pay.

### **Section 7 - In-service for New/Transferred and Substitute Employees**

A new employee to the District, a new substitute and any employee transferred to a new position within the unit that has different types of job responsibilities than the employee previously had shall receive at least one (1) day of in-service training from the departmental supervisor prior to starting a new position.

### **Section 8 – Uniforms**

If a custodian is required to wear uniforms, the District shall provide twelve (12) short-sleeved T-shirts per year per employee. If a District mechanic, maintenance and/or grounds employee is required to wear a uniform, the District shall pay the cost to provide them. In addition, the Board shall reimburse an employee for other work attire (slip-resistant shoes or boots purchased and coveralls or other necessary work attire) not to exceed One Hundred Twenty-five (\$125.00) Dollars per year plus a one-time shipping and handling charge, per employee, upon submission of receipts to the District Business Office.

### **Section 9 – Mailboxes**

Each building shall provide a mailbox for the Custodial and Maintenance staff in their building.

### **Section 10 - Travel Reimbursement**

Employees required to travel on school business during the workday shall be compensated at the rate established by the Board, provided such travel and expense has been approved by the Superintendent or Director of Operations.

### **Section 11 – Failure to Call**

If an employee fails to call in on a timely basis, one and a half (1 ½) hours before her/his morning shift and three (3) hours before his/her afternoon shift, except in cases of emergency as determined by the Director of Operations, when he/she is scheduled to work and cannot do so, he/she shall be subject to the following discipline:

**Step 1:** 1st Failure to call – Verbal warning

**Step 2:** 2nd Failure to call - Written Warning

**Step 3:** 3rd Failure to call – Three (3) day suspension without pay

**Step 4:** 4th Failure to call – Termination

### **Section 12 – Smoking**

All staff shall not smoke, vape or otherwise use tobacco products on the private property located across/perpendicular to the Transportation/HCC complex.

**ARTICLE FIFTEEN – PARAEDUCATORS’ WORKING CONDITIONS**

**Section 1 – Work Day**

Daily hours of work for full-time ParaEducators whose first day of employment is prior to July 1, 2013 and who remain employed in their current positions, shall be eight (8) hours that shall include a one-half (1/2) hour duty free lunch period. The elementary core day shall be from 7:30 a.m. to 3:30 p.m. and the secondary core day shall be from 8:10 a.m. to 4:10 p.m. with flextime no greater than fifteen (15) minutes, except on previously scheduled faculty meeting days. However, if the classroom teacher, Principal, and ParaEducator agree, the schedule may be altered as long as it satisfies the eight-hour work day. ParaEducators shall be dismissed ten (10) minutes after student dismissal on the last work day of the week and days immediately preceding holidays or vacations.

**Section 2 – Work Week**

The work week for all positions shall be weekdays (i.e. Monday through Friday).

**Section 3 - Work Year**

Bargaining Unit	Student Attendance Days	Other Work Days	SIP Days	Parent Conferences	Institute Days				Holidays	Total Annual Days
					1	2	3	4		
ParaEducators	170	0	**2	0	*1	0	0	0	11	184
Paid Workdays: (170) Student Attendance Days + (2) SIP Days + (1) Institute Day Paid Holidays: (11) Total Annual Days (184) *ParaEducators will work the closest Institute Day to the start of the school year. **ParaEducators will work the first two SIP Days of each school year. ParaEducators may be required to work additional Institute Days. (See Article 15, Section 9).										

Prior to the beginning of the following school year, each ParaEducator shall be notified in writing by his/her building Principal, of the commencement date of school as well as the time and location of the meeting scheduled for the beginning of the work year.

**Section 4 - Parent Conferences**

Parent conferences are not to be included in the work year for the ParaEducator. A ParaEducator shall work parent conferences if requested by the supervising teacher or administrator. If requested to work the ParaEducator will be guaranteed no less than one (1) hour and no more than eight (8) hours of paid work time at their current rate of pay. The ParaEducator shall complete a time sheet. The time sheet shall be signed by the building Principal and forwarded to the payroll office. This sum shall be paid in accordance with the established payroll timelines.

**Section 5 - Part-time Employees**

The employees scheduled to work less than six (6) hours per work day shall be considered part-time employees. These employees shall receive salary and fringe benefits on a pro-rata basis.

**Section 6 - Non-Unit Employees**

Employees who work less than four (4) hours per day will receive no fringe benefits.

### **Section 7 - Attendance at Meetings**

ParaEducators shall attend staff meetings and multidisciplinary team meetings at the request of the supervising teacher, Principal, and/or Director of Student Support Services. The ParaEducator will be provided the goals, accommodations and modifications of the students they are serving. Administration will make every attempt to include an individual ParaEducator at their student's IEP meeting. Time sheets shall be completed for attendance at these meetings. If an employee's work week is over forty (40) hours, he/she shall receive time and a half (1½).

### **Section 8 - Altered School Calendar**

Any and all make-up days caused as a result of the work stoppage by any other bargaining unit shall be concurrent to the school year.

### **Section 9 - Institute Days**

In years where there are 170 days of calendar-approved student attendance days, all ParaEducators shall work the same hours as teachers on the Institute Day closest to the start of the school year. ParaEducators shall be compensated for a full workday. Time will be spent at the worksite except when the District offers break-out sessions for teachers and ParaEducators.

ParaEducators shall work, with no less than ten (10) working days' notice, on any of the three (3) additional Institute Days during the school year if required by their building administrator or the Director of Student Support Services. Employees shall only be assigned job-related duties or job-specific training on these days. If required to work any of the three (3) additional Institute Days, the ParaEducator shall complete a time sheet for compensation.

### **Section 10 - Medical Procedures**

ParaEducators shall not perform medical procedures for students – (i.e. tube feedings.)

### **Section 11 - Restroom Assistance**

ParaEducators shall not be required to assist a student for toiletry purposes alone. ParaEducators shall not be reprimanded or disciplined for refusing to toilet a student by themselves.

### **Section 12- Daily Living Skills**

ParaEducators shall receive training on daily living skills prior to being required to perform them.

### **Section 13 – Supervision by Certified Staff Member**

ParaEducators may be hired to assist in the instruction of students under the immediate supervision of a certified instructor. The certified instructor shall be continuously aware of the ParaEducator's and students' activities and shall be able to control or modify those activities. If a student has to be removed from a classroom for de-escalation purposes. A ParaEducator shall not be required to assist a student alone.

### **Section 14 – Mentoring**

The District shall assign a mentor to each new ParaEducator. If there is not a ParaEducator available in their building, every reasonable effort will be made to assign a mentor from another building. ParaEducators will be required to attend a paid professional development two (2) times per year outside of the workday. A time sheet shall be available and forwarded to the payroll department. The Director of Student Support Services will determine this

professional development. A newly hired ParaEducator shall be provided two (2) days of in-service training prior to assuming their duties.

### **Section 15 - Winter Duty**

ParaEducators shall not be assigned to be outside for more than one-half (1/2) hour at a time. When it is determined that students do not go outdoors because the temperatures reach ten degrees (10°) and below, the ParaEducators shall not be asked to supervise outside with the exception of bus duty.

### **Section 16 – Professional Educator Endorsement**

The District shall reimburse all ParaEducators for the cost of the renewal of the license that is required by State law in the event that the State does not reimburse them.

### **Section 17 – Substitutes**

The District retains the right to utilize substitute ParaEducators for a period of time not to exceed thirty (30) workdays in order to determine whether they should be hired as a probationary employee.

An individual who works as a regular full-time substitute in a ParaEducator position, and who is then hired as a probationary employee for the same position, shall have up to thirty (30) days service as a substitute credited towards his/her probationary period.

### **Section 18 – ParaEducator T-Shirts**

Each ParaEducator assigned to a specialized program shall receive three (3) short-sleeved t-shirts per school year. These t-shirts will be three different colors and paid for by the District.

### **Section 19 – ParaEducator Levels**

All ParaEducators shall be placed in one of two levels:

Level A shall be those ParaEducators who spend three and one-half (3 ½) hours or more of their work day assisting students who do not require the more involved needs listed in Level B.

Level B shall be those ParaEducators who spend three and one-half (3 ½) hours or more of their work day assisting students with more involved needs such as feeding, diapering, toileting, lifting/positioning, and/or assisting students in the Learning Lab program.

### **Section 20 – ParaEducator Substitute**

ParaEducators in Level A who substitute for a ParaEducator in Level B, shall receive pay equivalent to the difference in hiring bases between Level A and Level B. The ParaEducator will submit a timesheet for the hours worked.

### **Section 21 - Student Absence**

When primary or assigned responsibilities of a ParaEducator are not required due to their assigned student's absence(s), the ParaEducator may be assigned to another instructional environment at the discretion of the Principal and Director of Student Support Services (or designee); ParaEducators required to drive their personal automobiles between buildings shall be reimbursed at the IRS rate in effect at the time the expense is incurred.

**ARTICLE SIXTEEN – REGISTERED NURSES’ WORKING CONDITIONS**

**Section 1 – Work Day**

Daily hours of work for full-time Registered Nurses shall be seven and one-half (7.5) hours that shall include a one-half (1/2) hour duty-free lunch period. The elementary core day shall be from 7:30 a.m. to 3:30 p.m. and the secondary core day shall be from 8:00 a.m. to 4:00 p.m. with flextime no greater than fifteen (15) minutes, except on previously scheduled faculty meeting days. Daily hours of work for part-time Registered Nurses shall be eighteen (18) hours per week with hours agreed upon by the Registered Nurse and his/her immediate supervisor or Building Principal.

**Section 2 – Work Week**

The work week for all positions shall be weekdays (i.e. Monday through Friday).

**Section 3 – Work Year**

Bargaining Unit	Student Attendance Days	Other Work Days	SIP Days	Parent Conferences	Institute Days				Holidays	Total Annual Days
					1	2	3	4		
Registered Nurses	170	0	**2	*0	1	1	1	1	11	187
Paid Workdays: (170) Student Attendance Days + (2) SIP Days + (4) Institute Days Days Paid Holidays: (11) Total Annual Days (187)										
*May work parent conference days as required or approved by the Building Principal. These days will be paid on a timesheet basis.										
**Registered Nurses will work the first two SIP Days of each school year.										

**Section 4 – Seniority Rights**

Registered Nurses do not have any seniority rights and/or bumping rights within any other category covered under this Agreement. No employee in any other category covered by this Agreement shall have any seniority rights and/or bumping rights within the category of Registered Nurse.

**Section 5 – Securing Substitutes**

Every effort will be made by the Secretary to the Director of Student Support Services to secure a qualified Registered Nurse substitute whenever a Registered Nurse is absent from school. Registered Nurses cannot be pulled from another elementary school to sub for another absent Registered Nurse.

**ARTICLE SEVENTEEN - SECRETARIAL WORKING CONDITIONS**

**Section 1 – Work Day**

The length of the secretarial work day, as well as the established work hours shall not be altered except as noted in this subsection. Secretarial work days shall consist of up to eight (8) hours, excluding lunch. The regularly scheduled elementary work day shall be 7:30 a.m. to 4:00 p.m. The regularly scheduled workday for Parker Center shall be 7:30 a.m. to 4:00 p.m. or

8:00a.m. to 4:30 p.m. The regularly scheduled workday for middle school, high school and the Administration Center shall have variable starting and ending times.

The Administration has the right to adjust the established work hours by up to fifteen (15) minutes due to transportation or other such needs of the District as long as the Administration notifies the affected secretarial staff, Union President and HFSS President in writing at least one (1) month prior to any change.

**Section 2 - Work Week**

The secretarial work week shall be Monday through Friday unless mutually agreed to by the employee and the administrator.

**Section 3 – Work Year**

Bargaining Unit	Student Attendance Days	Other Work Days	SIP Days	Parent Conferences	Institute Days				Holidays	Total Annual Days
					1	2	3	4		
<b>9 Month Secretaries</b>	170	*0	**2	2	1	1	1	1	11	189
Paid Workdays: (170) Student Attendance Days + (2) SIP Days + (2) Parent Conference Days + (4) Institute Days Paid Holidays: (11) Total Annual Days (189) *Up to four (4) Other Work Days shall be used as required or approved by the Building Principal. These days will be paid on a timesheet basis. **Shall work the first two SIP Days of each school year.										
<b>9.5 Month Secretaries</b>	170	8	**2	2	1	1	1	1	11	197
Paid Workdays: (170) Student Attendance Days + (8) Other Work Days + (2) SIP Days + (2) Parent Conference Days + (4) Institute Days Paid Holidays: (11) Total Annual Days (197) **Shall work the first two SIP Days of each school year.										
<b>9.5 Month Elementary Principal Secretaries</b>	170	*16	**2	2	1	1	1	1	11	205
Paid Workdays: (170) Student Attendance Days + 16 Other Work Days + (2) SIP Days + (2) Parent Conference Days + (4) Institute Days Paid Holidays: (11) Total Annual Days (205) *Other Work Days include seven (7) days before the first day of school, one of which shall be the before school secretarial information meeting; and two (2) days after the last day of school. Up to three (3) Workdays shall be used for registration and the remaining days shall be scheduled as required by the Building Principal. Up to four (4) days beyond the 16 Other Work Days may be used as required or approved by the building Principal. These days will be paid on a timesheet basis. **Shall work the first two SIP Days of each school year.										

Bargaining Unit	Student Attendance Days	Other Work Days	SIP Days	Parent Conferences	Institute Days				Holidays	Total Annual Days
					1	2	3	4		
10.5 Month Secretaries	170	*27	**2	2	1	1	1	1	12	217
Paid Workdays: (170) Student Attendance Days + (27) Other Work Days + (2) SIP Days + (2) Parent Conference Days + (4) Institute Days Paid Holidays: (12) Total Annual Days: (217) *Up to three (3) of the 27 Other Work Days shall be used for registration. **Shall work the first two SIP Days of each school year.										
12 Month Secretaries	Every WEEK DAY (Monday – Friday) July 1 through June 30 # Workdays x Hours worked each day = Hours worked each Year (Contract) All twelve (12) month secretaries shall be assigned Registration duties.								16	260 or more

**Section 4 - Flex Schedule**

A secretarial employee may use approved flextime each work day as long as the employee works his/her regularly established work hours.

**Section 5 - Part-time Employees Work Day/Work Week**

Part-time employees have been hired for the Property Service Office and Transportation Office. Nothing in this section precludes the Administration from increasing the hours of these positions. The regularly scheduled work day and work week for these employees shall be set by their immediate supervisor and agreed to by the employee; however, the employee shall have at least one (1) fifteen-minute paid break.

**Section 6 - Duty-Free Lunch and Paid Breaks**

The District shall provide each employee who works six (6) hours or more with a minimum thirty (30) minute unpaid duty-free lunch period, and two paid fifteen (15) minute breaks with the exception that an employee takes this duty-free lunch period no later than five (5) hours after the commencement of the workday based upon the Illinois “One Day Rest in Seven Act”. With mutual agreement of the supervisor and the employee, the length of the lunch period can be extended up to sixty (60) minutes with the understanding that the additional time consists of breaks that were not taken. In an office that has more than one (1) secretary, the secretaries and the supervisor must reach agreement on the length of each secretary’s lunch period and the lunch schedule for that office.

**Section 7 – Job Levels and Positions**

The following are employee positions that have been subdivided into Levels with a job description written for each position. The job descriptions and the Level placement were mutually agreed to by the Union and the Administration. These job Levels denote the separate Levels for pay purposes found in Article 17.

**Level A:**

The main responsibilities of individuals in this Level would include communication via face to face, phone, email, mail and any other forms of correspondence with stakeholders. This Level may also be responsible for local reports, forms, and attendance. Please note: Individuals in

this Level may be asked to perform duties outside this Level from time to time, but the major components of their job are listed above.

- Counseling Center Receptionist – Middle School
- Student Services Secretary - Attendance – Secondary
- Student Services Secretary - Data Entry – Secondary
- Student Services Receptionist - High School
- Summer School Secretary
- Elementary Office Secretaries
- Registrar - Middle School
- Receptionist - Secondary

### **Level B:**

The main responsibilities of individuals in this Level would include data entry, student management and maintenance of records. This Level is also responsible for building and state reports. Please note: Individuals in this Level may be asked to perform duties outside this Level from time to time, but the major components of their job are listed above.

- Special Education Records Secretary
- Student Services Secretary - High School/Middle School
- Accounts Payable/Purchasing Clerk
- Data Management Specialist – Secondary
- Guidance Secretary - High School
- Early Childhood Secretary
- Administration Center Receptionist
- Parent Resource Secretary

### **Level C:**

The main responsibilities of individuals in this Level include overseeing Elementary Secondary Education Act (ESEA), or this person is the administrative assistant to an Associate Principal, Principal, Coordinator of Student Support Services or Director. Please note: Individuals in this Level may be asked to perform duties outside this Level from time to time, but the major components of their job are listed above.

- Associate Principal Secretary – Secondary
- Secretary to Coordinator of Student Support Services - Secondary
- Secretary to Athletic Director – High School
- Information Systems Support Specialist
- Principal Secretary – Elementary/Middle School/High School
- Secretary to Property Services Director
- Secretary to Director for Stakeholder Engagement
- Secretary to Director of Student Support Services
- Secretary to the Director of Transportation
- Secretary to Director of Secondary Education
- Secretary to Director of Elementary Education/Records
- Bilingual/ESL Program Secretary
- Secretary to the Assistant Director of Student Support Services

**Level D:**

The main responsibilities of the individuals in this Level are specific to the particular job titles. Please note: Individuals in this Level may be asked to perform duties outside this Level from time to time.

- Bookkeeper High School
- Curriculum and Grants Entitlements Secretary

**Section 8 – Administration of Medication**

Secretaries shall not administer medication to students as provided in the *Illinois School Code*. A secretary may be expected to provide minor first aid. The District shall defend and indemnify the employee for services provided under this provision.

**Section 9 - Work in Other Councils**

Secretarial staff shall not be used as a substitute bus driver.

**ARTICLE EIGHTEEN - TRANSPORTATION EMPLOYEES’ WORKING CONDITIONS**

**A. Bus Assistants’ Working Conditions**

**Section 1 – Work Day**

Assistants shall be guaranteed at least four (4) hours pay each workday. If there is insufficient work that requires an assistant’s presence for four (4) hours on a bus, the assistant may be assigned other transportation related work.

**Section 2 – Work Week**

The regular workweek for bus assistants shall be weekdays (i.e. Monday through Friday). In the event the District has evening and/or weekend work available, the work shall be offered to the most senior assistant first. If he/she declines, the Director of Transportation shall offer the work to the next most senior assistant rotating down the seniority list until all assistants have been asked. If all assistants refuse the work, the Director of Transportation may assign to the least senior assistant or offer the work to drivers by seniority.

**Section 3 – Work Year**

Bargaining Unit	Student Attendance Days	Other Work Days	SIP Days	Parent Conferences	Institute Days				Holidays	Total Annual Days
					1	2	3	4		
Bus Assistants	170	*1	**2	0	0	0	0	0	11	184

Paid Workdays: (170) Student Attendance Days + (1) Other Work Day + (2) SIP Days

Paid Holidays: (11)

Total Annual Days (184)

\*Bus Assistants will attend the Mandatory Transportation Meeting prior to the start of the school year.

\*\*Bus Assistants will work the first two SIP Days of each school year. One of these days will be used for mock runs.

#### **Section 4 – Bid Day Assignments & Reassignments**

The Bus Assistants shall bid on routes the day following the Driver's bid day. These routes will be approved based on student needs. Assistants will be allowed to remain on the route from the year before or bid on an available route, which will be put on the table for viewing with full disclosure. The Director of Transportation shall approve the routes to assure student needs are being met. All new routes shall be posted and assigned by seniority.

#### **Section 5 - Summer Work**

Assistants shall be guaranteed one (1) hour pay per route during the summer and shall be assigned work by seniority.

Assistants who sign up for bus cleaning duty during the summer shall be paid the District Hourly Rate. Assistant shall be paid the same District Hourly Rate that applied to the previous school year up until June 30<sup>th</sup>. Thereafter, the Assistant shall receive the District Hourly Rate for the coming school year effective July 1<sup>st</sup> of that year. Bus cleaning duty shall be assigned by seniority. Time off during the summer schedule will be limited to two absences per sixteen (16) days worked (one absence equals a full or partial unpaid day). Upon the third absence, an automatic removal from the route for the summer will result. A failure to call during a summer route will result in automatic removal for the remainder of the summer.

#### **Section 6 – Work in Other Councils**

Bus Assistants shall not be used as substitute bus/van drivers to transport students.

#### **Section 7 – Bus Assistant Trainers**

Bus Assistants with two years of District experience are eligible to take the test to become a trainer. The testing date will be posted for Bus Assistants to sign. Bus Assistants who have properly signed the posted test notice will then take a supervised written test that will be scored and reviewed with the Bus Assistant present. The Bus Assistant with the highest passing test score will be asked to train first, descending down the list as need arises.

#### **Section 8 – Newly-Created Routes**

A newly posted assignment following initial bid day shall rotate through the entire assistant list by seniority until all assistants have had the opportunity to receive additional work. Once it reaches the bottom of the seniority list, the rotation round will close and it will begin the next round with the most senior assistant. Once a rotation round has been completed and closed all assignments obtained in that round will be kept. Postings will identify which rotation round is currently open. All new routes shall be posted and assigned by seniority. If a route is cancelled after an assistant bids and accepts an assignment, that assistant shall be allowed the first opportunity to bid on the next available route.

#### **Section 9 - Daily Absence Assignments**

Dispatch will post an availability sheet the day before any anticipated absences for assistants to sign to be eligible for any vacancies. Assistants must sign the sheet to be considered for Daily Absence Assignments. The sheet will be taken down at 2:30 p.m. the day before the anticipated absences. Vacancies will be filled by seniority. The last person selected for an assignment will be highlighted on the Daily Absence Sheet. The list will start with the next most senior assistant who signed the sheet from where the sheet left off the previous day.

The Director of Transportation or his/her designee shall not make daily substitution assignments until the morning of the absence. After substitution assignments are made that

morning, assistants shall not be allowed to bump. The Daily Absentee Roster shall be posted by the mailboxes each morning after assignments are made and remain posted for three (3) days. An employee must notify the Transportation Office as soon as possible if they are inadvertently passed over for a daily substitution. If the assistant does not notify the Transportation Office in a timely manner the assistant shall only be able to receive pay for up to a maximum of three (3) days.

**Section 10 - Notification of Absence**

Bus assistants must enter their absence in the absence management system used by the District no later than 6:00 a.m. on the day of an absence. Tardiness shall result in loss of pay for that portion of the day the bus assistant was late and/or for an assignment that has been assigned to another bus assistant for the day.

**Section 11 - Failure to Call**

A bus assistant who fails to call in on a timely basis (6:00 a.m. for a morning route, 9:00 a.m. for a mid-day route, and 1:15 p.m. for an afternoon route), except in cases of emergency as determined by the Director of Transportation, when he/she is scheduled to work and cannot do so, he/she shall be subject to the following discipline:

- Step 1 – 1<sup>st</sup> Failure to call — Written Warning
- Step 2 – 2<sup>nd</sup> Failure to call – Three (3) day suspension without pay
- Step 3 – 3<sup>rd</sup> Failure to call – Termination

If the employee does not receive disciplinary action for Failure to Call for one (1) year from the last date of disciplinary action, the employee shall be subject to discipline for the subsequent Failure to Call violation at Step 1.

**B. Bus Dispatcher Working Conditions**

**Section 1 - Work Day**

The dispatcher’s workday shall be eight (8) hours excluding lunch.

**Section 2 – Work Week**

The dispatcher’s work week shall be weekdays (i.e. Monday through Friday).

**Section 3 - Work Year**

Bargaining Unit	Student Attendance Days	Other Work Days	SIP Days	Parent Conferences	Institute Days				Holidays	Total Annual Days
					1	2	3	4		
Dispatcher	170	*23	**2	0	1	1	1	1	11	210

Paid Workdays: (170) Student Attendance Days + (23) Other Work Days + (2) SIP Days + (4) Institute Days

Paid Holidays: (11)

Total Annual Days: (210)

\*Dispatcher will attend the Mandatory Transportation Meeting prior to the start of the school year.

\*\*Dispatcher will work the first two SIP Days of each school year. One of these days will be used for mock runs.

#### **Section 4 - Length of Contract**

The Dispatcher's contract shall be for ten (10) months.

#### **Section 5 - Notification of Absence**

The Dispatcher shall notify the Director of Transportation of his/her intent to use sick leave for personal or family illness prior to 5:00 a.m. on the day of an absence.

The Dispatcher will be subject to the same discipline procedure as noted in C. Bus Drivers' Working Conditions, Section 6 - Failure to Call.

### **C. Bus Drivers' Working Conditions**

#### **Section 1 – Work Day**

The following defines a driver's workday and conditions: A driver's workday shall consist of four one-quarter (1/4) routes, and any required shuttles attached to one or more of the one-quarter (1/4) routes by the District, as their core assignment. The four one-quarter (1/4) routes shall be as follows and shall be compensated as Assignment Pay as set forth on the Salary Schedule:

- An a.m. pick-up at designated stops and delivery of students to elementary attendance center(s) (1/4)
- An a.m. pick-up at designated stops and delivery of students to secondary attendance center(s) (1/4)
- A p.m. pick-up at elementary attendance center(s) and delivery of students to designated stops (1/4)
- A p.m. pick-up at secondary attendance center(s) and delivery of students to designated stops (1/4)

If a shuttle is included as part of a quarter-route then the driver shall receive shuttle pay in addition to their quarter-route pay.

In the event one of the routes require a driver to pick up or drop off students at more than one attendance center, the driver shall be compensated an additional amount in Article Twenty-five- Driver's Compensation and Salary Schedule) for each additional attendance center stop.

#### **Section 2 – Work Week**

The regular workweek for bus drivers shall be weekdays (i.e. Monday through Friday). In the event the District has evening and/or weekend work available, the work shall be offered to the most senior driver first. If he/she declines, the Director of Transportation shall offer the work to the next most senior driver rotating down the seniority list until all drivers have been asked. If all drivers refuse the work, the Director of Transportation may assign to the least senior driver.

**Section 3 – Work Year**

Bargaining Unit	Student Attendance Days	Other Work Days	SIP Days	Parent Conferences	Institute Days				Holidays	Total Annual Days
					1	2	3	4		
Drivers	170	*1	**2	0	0	0	0	0	11	184

Paid Workdays: (170) Student Attendance Days + (1) Other Work Day + (2) SIP Days  
 Paid Holidays: (11)  
 Total Annual Days (184)  
 \*\*Bus Drivers will work the first two SIP Days of each school year. One of these days will be used for mock runs.  
 \*Drivers will attend the Mandatory Transportation Meeting prior to the start of the school year.

Drivers may be required to work one extra day each year, in addition to those of the regular work year, at the discretion of the District, to complete mock runs of their assigned routes for the coming school year.

**Section 4 - New Drivers**

All new District drivers will be hired in at a Year 0, Step 1, and will have the option of bidding on routes based on seniority.

**Section 5 - Definitions of Driving Assignments**

The following are definitions of routes/shuttles and overloads as used throughout the contract:

- a. **After School Routes:** After-school routes shall be defined as a route for secondary after-school activities/detention or any route as a result of early student dismissal because of state mandated testing. These routes involve picking up students after school at one attendance center and dropping them off at a designated stop. These routes shall be contracted either on bid day or on a sign-up sheet as the routes become available and shall be compensated as set forth on the Salary Schedule. These routes shall not exceed forty-five (45) minutes on a consistent basis as determined by the Administrator or Administration will add a route accordingly.
- b. **Alternate Route:** An alternate route shall be defined as “picking up” or “dropping off” a student or students to or from one attendance center who have a different starting or ending time than the student’s or students’ attendance center. These routes may be contracted at the beginning of the year or as the route becomes available and shall be compensated at as set forth on the Salary Schedule.
- c. **Availability Defined:** Availability for daily assignments shall be defined as any time the employee has not been scheduled to work at the time of the daily assignment. Availability for extra-runs shall be defined as any time the District has an available bargaining unit employee to cover the extra-run driver’s contracted assignment.
- d. **Back-Up Route:** Back-up Route is defined as a biddable route, bid by seniority to cover routes as needed that are scheduled during the school day. A driver who accepts a Back-up Route is referred to in this Agreement as a Back-up driver. Back-up drivers shall receive their core route pay, plus an amount equal to fifteen percent (15%) of their core route pay.

Back-up drivers may still bid on After-school runs or Mid-day runs. Back-up drivers shall not drive job shuttles that would interfere with the performance of their work as a Back-up driver. Back-up drivers shall drive all extra-runs that occur during daily route times; (before 8:30 a.m. and between 2:30 p.m. and 4:15 p.m.). All extra-runs beginning at 4:15 p.m. or later will be assigned to any extra-run drivers who are available before being assigned to a Back-up driver. Overnight trips will be assigned to any extra-run drivers who are available before being assigned to a Back-up driver. Hours for extra-runs that occur during daily route times shall be equalized in the same manner as in Section 12(a) Extra Runs, unless a Back-up driver opts out. A trip of over eight (8) hours driven by a Back-up driver will be treated as Extra-run hours according to Section 12(a).

e. **Combination Routes/Lack of Equipment**: A combination route shall be defined as combining two or more routes that are close in proximity. The most senior driver(s) of that combo are assigned these combination route(s) and receive the additional pay. The least senior driver of the combo is assigned to substitute on another route. If a route is combined due to lack of personnel or lack of equipment, all driver(s) involved in the combo route(s) shall be compensated an additional one- quarter (1/4) Assignment Pay as set forth on the Salary Schedule of the school needing the combo will be assigned the routes.

f. **District Hourly Work**: The District work roster shall be posted and signed by drivers as work becomes available. The Director of Transportation or his/her designee shall make all District work assignments by selecting the most senior driver from the roster who is available at the time the work needs to be completed. If drivers from the roster are not available, the District hourly work can be assigned to any employee who is available. Bus inspections, mock runs, extra-runs and bus cleaning shall be assigned from the District work roster and shall be paid at the District hourly rate. If the Director of Transportation offers any other transportation work to the drivers, that work shall be compensated at the District hourly rate.

g. **Extra-runs**: Extra-runs shall consist of field trips, athletic events, extracurricular assignments or any District activity. A shuttle as defined in subsection (m) below shall not be considered an extra-run.

h. **Mid-day Routes (Pre-K, ECP, Kindergarten)**: A mid-day route shall be defined as “picking up” or “dropping off” Pre-K, ECP, or half-day Kindergarten students at one attendance center. These routes shall be contracted at the beginning of the year or as the route becomes available and shall be compensated at one-half (1/2) Assignment Pay as set forth on the Salary Schedule.

i. **Mock Runs**: Mock runs are drill and practice runs that must be approved by the Director of Transportation. These runs are to be completed prior to the first day of student attendance and/or as routes are assigned throughout the school year.

j. **Overload**: An overload shall be defined as an additional run to pick up an overload of students. This run shall be compensated at one (1) hour pay at the driver’s District hourly rate as set forth on the Salary Schedule.

k. **Private Carriers/Outsourcing**: The Board shall have the ability to outsource field trips that exceed eighty (80) miles round trip during the regularly scheduled school year, on a workday, (Monday through Friday) due to lack of equipment or drivers. In addition, the parties recognize that in the past teachers have been able to request private carriers for special circumstances. As a result, a teacher, sponsor or coach who in their professional judgment

believes special and unusual circumstances exist and warrant the use of a private carrier may continue to do so in limited circumstances. This subsection does not apply to non-workdays, weekends, paid or legal holidays, and summer activities. In the event of post season tournaments or other post season events, the Board reserves the right to reward the students by hiring private carriers to transport the students to and from these events.

l. **Regular Routes:** A route shall be defined as “dropping off” or “picking up” students to or from one elementary or one secondary attendance center. These routes shall be contracted at the beginning of the year or as the route becomes available. Only summer school or out of District routes may combine secondary and elementary students unless they attend the same school.

m. **Shuttles:** A shuttle shall be defined as a scheduled run of students and/or employees that (1) is in addition to the driver’s regular route/assignment; and (2) is a run that does not require the driver to remain at the pick-up or drop off location, such as school to school. Shuttles are also defined as a drop off at an after-school care facility located further than .5 miles outside of the home school boundary; this will not apply to any Machesney Elementary, Parker Center, Harlem High School, Harlem Middle School route, or to any ELL, AYP, displaced or class size transfer students (because we have to bus them to and from their home boundary). Only shuttles that are attached to a route shall be contracted at the beginning of the year or as the shuttle becomes available and shall be paid at the rates set forth on the Salary Schedule. Attached to a route is defined as one that is a daily shuttle and is built into the route after Bid Day/Round 1, and will not be put on the Daily Absence Assignment roster.

n. **Displaced Route:** A Displaced Route is defined as a route comprised of Harlem students living outside the Harlem School District boundaries who need transportation. Displaced Route drivers shall receive their core pay, plus an amount equal to fifteen percent (15%) of their core route pay.

### **Section 6 - Notification of Absence**

Drivers must put their absence in the absence management system used by the District no later than 6:00 a.m. on the day of an absence. A driver who knows of a personal or family illness the night before may report it to the Director of Transportation on a number provided to all employees by the Director.

Tardiness shall result in loss of pay for that portion of the day the driver was late and/or for a driving assignment that has been assigned to another driver for the day.

### **Section 7 - Failure to Call**

A driver who fails to call in on a timely basis (6:00 a.m. for a morning route /shuttle, 9:00 a.m. for any route/shuttle that runs between 9:00 a.m. and 2:15 p.m., and 1:15 p.m. for an afternoon route/shuttle), except in cases of emergency as determined by the Director of Transportation, when he/she is scheduled to drive and cannot do so, he/she shall be subject to the following discipline:

**Step 1** - 1st Failure to call – Written Warning

**Step 2** - 2nd Failure to call – Three (3) day suspension without pay

**Step 3** - 3rd Failure to call – Termination

If the employee does not receive discipline action for Failure to Call for one (1) year from the last date of disciplinary action, the employee shall be subject to discipline for the subsequent Failure to Call violation at Step 1.

### **Section 8- Emergency School Closings**

The District shall send a notification of school closings by 5:30 a.m. via the District's Emergency Notification System.

### **Section 9 - Extra-Curricular Transportation Services**

All students in excess of six (6) who require District transportation service for extra-curricular events during any part of the year (July 1 through June 30) shall be driven by this bargaining unit unless sufficient drivers and vehicles are not available. The driver shall be guaranteed compensation for transporting to the event/activity and transporting from the event/activity to the designated drop off site, which should be the same as the starting point. This does not preclude the use of charter buses for such events as used in the past (in accordance with Article 18 Section 5(k) Private Carriers/Outsourcing).

### **Section 10 - Route Assignments Bid Day/Round 1**

Each school year and at least one week prior to the commencement of any school site's first day of instruction, the Director of Transportation shall assign all secondary routes, elementary routes, and special education routes to drivers during the initial bidding meeting of the year. The Director of Transportation shall make a substantial good faith effort to keep the routes in the same areas as the year before. If routes are eliminated or changed, routes will be rebid upon discussion with union.

- a. Starting with the most senior driver, drivers will have the option to keep their route from the previous year, give up their route and choose to be a Back-up driver, or choose any unassigned route.
- b. All Drivers will, on bid day/round one, have the opportunity to sign up for additional work known to be available for the coming school year. There will be no group/built-in shuttles. This work typically is comprised of, but not limited to, after school routes, mid-day routes and shuttles (child-care, band, job and shop). This additional work shall be assigned to all drivers by seniority. Drivers with 15 or more years of District service will be allowed to choose two (2) additional work assignments. Continuing through the seniority list, all other drivers may choose one (1) additional work assignment until all additional work is assigned. Therefore, round 2 will begin after all drivers have had the opportunity to choose from the additional work available on Bid Day/Round 1.
- c. On Bid Day/Round 1, the Director of Transportation shall assign each driver a vehicle that fits the needs of their route. If a driver receives a new vehicle to the District, they must keep that vehicle for five (5) years. New vehicles shall be assigned by seniority. If a route becomes vacant, the driver who receives that route will have the option to keep the bus that goes with the elementary route or keep their original bus.

### **Section 11 - Notice of Initial Meeting/Drivers' Obligations**

Drivers shall be notified at least two (2) weeks in advance of the date of their initial pre-school meeting. If a driver is unable to attend this meeting, he/she must notify the Director of Transportation or the transportation secretary and provide him/her with a written list of the preferences or passes on assignments other than his/her regularly scheduled route(s) before that

scheduled meeting. If the driver does not provide this written list, the Director of Transportation will consider that the driver passed on all additional assignments for which the driver may have been eligible. The Director of Transportation or the transportation secretary shall initial this list provided by the employee, copy and date the list and return to the driver on the day it is delivered to the office.

### **Section 12 - Driver Route Transfers and Newly-Created Routes/Shuttles**

A newly posted assignment following initial bid day shall rotate through the entire driver list by seniority until all drivers have had the opportunity to receive additional work. Assignments may be exchanged for any other assignment while the rotation round is still open. Once it reaches the bottom of the seniority list, the rotation round will close and it will begin the next round with the most senior driver. Once a rotation round has been completed and closed all assignments obtained in that round will be kept. Postings will identify which rotation round that is currently open.

- a. If a new route/shuttle becomes vacant or posted, the most senior driver who is available and meets the restrictions of the posting or vacancy can bid on the available route/shuttle. For consistency and safety of the students, a driver may only change his/her core route one time after school begins. A driver may only bid on or accept such other route/shuttle if it does not interfere with other routes currently assigned. The Director of Transportation shall solely be responsible to determine whether or not such route/shuttle would interfere with currently assigned routes. Exchange of routes or portions of routes will be allowed as long as routes work together to allow drivers to be on time. Drivers can change shuttles or after school routes or any extra work by seniority (for monetary gains only). If an employee bids on a posting and is offered that posting and the employee declines it, that employee will be considered to have passed and will not be allowed any new assignments until the next round. Drivers cannot accept routes/shuttles that the actual/posted times would overlap (even on the daily absences assignment sheets).
- b. Time calculations will be in accordance with the Harlem School District's Transportation Department Employee Handbook under Route Postings.
- c. If a route/shuttle is canceled after a driver bids and accepts the assignment, that driver shall be allowed the first opportunity to bid on the next available route/shuttle that becomes available.
- d. Substitutes or employees from other bargaining units shall not be allowed to take these routes/shuttles unless no one else is available at that time.

### **Section 13 - Extra-runs**

An Extra-run Roster will be established using drivers with at least one (1) year seniority and who indicate in writing by initial bid day their desire to be considered for voluntary extra assignments. A driver that starts between the beginning of school and winter break will be eligible at the beginning of the next school year. A driver that starts after winter break may request to be added to the list after the next winter break. Those drivers that are put on the roster after the year begins will not be kept up in hours. A driver will not be allowed any extra-runs until the commencement of the next school year if he/she has two (2) at fault accidents or incidents.

A summer work roster for extra-runs shall be posted by the first Wednesday in May of each year. Should roster drivers be insufficient to fill extra driving needs, the Director of

Transportation shall select the most senior, non-roster driver who has signed the voluntary substitute assignment roster and agreed to accept the assignment.

If the Director of Transportation is still unable to fill the extra-run assignment, the Director of Transportation shall return to the seniority list to offer the extra-run to the most senior driver who is available and accepts the assignment. A driver may remove his/her name from the extra-run roster for summer work with at least a two (2) week notice. All extra-run driver assignments during the summer shall follow the extra-run procedures for the regular school year.

a. **Run Assignment/Equalization of Hours:** Extra-run assignments shall be assigned by the Director of Transportation from the extra-run roster keeping the hours as equal as possible, except when the driver removes his/her name from the list for summer work. The extra-run year shall commence on the date of the initial meeting and shall terminate the following year on the date of the initial meeting.

Extra-run drivers understand that sometimes during the extra-run year, one driver may have as many as fifty (50) extra-run hours more than another driver. The Director of Transportation will then adjust those hours, as the extra-run year goes on, in an attempt to ensure that drivers end the extra-run year with no greater than a twenty (20) hour difference, and back-up drivers that are also extra-run drivers end the extra-run year with at least fifty (50) less extra-run hours than the other extra-run drivers unless a driver(s) has been unavailable due to illness/surgery/medical condition/unable to take trips out of town/opted out of being kept up on hours. Hours worked for extra-runs during holiday breaks will not count in the equalization calculation. The Director of Transportation shall keep a list of extra-run hours and this list shall be provided to each extra-run driver each month. Once the Director of Transportation distributes the extra-run assignment sheet on Thursday for the following week, the driver shall not be assigned any additional extra-runs without his/her approval.

b. **Notification of Assignment:** The Director of Transportation shall make every effort to notify drivers of extra-run driving assignments by the Thursday afternoon before the week extra-runs are scheduled to run. Final extra-run driving assignments shall be distributed to the dispatcher, mechanics, and union council president by 2:00 p.m. on Friday, unless unusual or unforeseen circumstances prevent such distribution at that time. In those instances, the final weekly extra-run driving assignments shall be distributed to the dispatcher, mechanics, and union council president as soon as possible. Any updates to the final extra-run driving assignments will be posted by the dispatcher on the daily schedule. If a driver calls in sick on Friday and they have a trip on the weekend, the trip will automatically be covered by another driver. There will be a sign-up sheet for drivers who are available for emergency coverage extra-runs.

#### **Section 14 - Assignment Refusals**

A driver who refuses five (5) extra-run assignments during the year will be eliminated from the extra-run driving roster and not considered again during that same school year. However, if a driver is unable to accept an extra-run due to a special occasion, he/she must notify the Director of Transportation in advance of the assignment if it is not to be counted as a refusal to drive.

#### **Section 15- Trading Assignments**

Trading assignments are on a limited basis only and the Director of Transportation must be notified prior to the extra-run in order not to count as a refusal to drive. Drivers shall not be

permitted to trade extra-run assignments with less than a twelve (12) hour notice to the Director of Transportation unless an emergency/illness arises or unless the Director fails to assign the extra-runs prior to that time.

### **Section 16 - Extra-run Guarantee**

If a driver agrees to work an extra-run on a non- school day and the run is cancelled or changed to a one-way trip without notifying the driver, the driver shall be guaranteed two (2) hours of pay for the call-in. If a driver agrees to work an extra-run on a holiday and the run is canceled or changed to a one-way trip without notifying the driver, the driver shall be guaranteed one-half (1/2) of the assigned hours of pay. If an assistant is affected, he/she shall receive the same guarantees.

### **Section 17 - Daily Substitution for Leaves/Absentee Roster**

The District shall provide a phone number for employees to use for reporting absences during non-work hours.

### **Section 18 - Trainers**

Drivers will be able to sign up to take the test to become a trainer. The testing date will be put on a posting for drivers to sign. Drivers will then take a supervised written test that will be scored and reviewed with the driver present. The Drivers with the highest scores will be asked to train first, descending down the list as need arises. To be eligible to train, a driver must have two years District driving experience. Any trainer who has two at fault accidents or incidents, will no longer be allowed to train until the commencement of the next school year. Trainers cannot cover routes during scheduled training time. Work will be evenly distributed among trainers on a weekly basis as needed.

### **Section 19 - Daily Absence Assignments**

Dispatch will post availability sheets the day before any anticipated absences for drivers to sign to be eligible for any vacancies. Drivers must sign these sheets to be considered for Daily Absence Assignments. These sheets will be taken down at 2:30 p.m. the day before the anticipated absences. Vacancies will be filled by seniority for each sheet. If a driver is called to cover from these sheets, the District calculated times must be used and drivers cannot accept assignments where the District calculated times would overlap.

The last person selected for an assignment will be highlighted on the Daily Absence Sheet. The list will start with the next most senior driver who signed the sheet from where the sheet left off the previous day. The availability sheets will be for each category of driving throughout the day; A.M., Mid- day, P.M. and After-schools.

The definition of each sheet is as follows: A.M. is anything from the start of the day until noon excluding Mid-day runs. Mid-day is only for Mid-day Parker Center runs. P.M. is anything from noon on, with the exception of After School routes. After School routes are for secondary After School routes only.

The Director of Transportation or his/her designee shall not make daily substitution assignments including coverage of extra-runs until the morning of the absence. After substitution assignments are made that morning, drivers shall not be allowed to bump. The District will continue to use the Daily Absentee Roster as provided below to offer assignments for absenteeism later in the day. The Daily Absentee Roster shall be posted by the mailboxes each morning after assignments are made and shall remain posted for three (3) days. An employee

must notify the Transportation Office as soon as possible if they are inadvertently passed over for a daily substitution. If the driver does not notify the Transportation Office in a timely manner the driver shall only be able to receive pay for up to a maximum of three (3) days.

### **Section 20 - Assignment of Roster by Seniority**

If the absent driver has given at least a two (2) hour notice, these assignments shall be offered by seniority to the most senior driver who is available and who has signed the roster. The Director of Transportation or his/her designee is only responsible for contacting the driver's home, the driver's break room and the driver's bus to satisfactorily attempt to reach each of the drivers who signed the roster. The Director of Transportation may not use the mailbox system as the sole means of an attempt to reach drivers to make the request. The most senior driver who accepts the assignment shall be assigned to substitute.

### **Section 21 - Unanticipated Absences**

In the event of an emergency caused by an unanticipated absence or need for a substitute driver, less than thirty (30) minutes, the Director of Transportation or his/her designee shall call over the radio and use the most senior Driver who immediately responds to the radio call, is available, and is in the approximate area where the substitute is needed.

### **Section 22 – Cancellation of Assignment**

Any time a substitute driver/assistant arrives at a destination for a daily absence and the route/shuttle has been canceled for the day, the driver shall be paid as if he/she drove the route/shuttle and the assistant shall receive his/her regular hourly rate of pay for the time the route/shuttle would have been driven. In the event drivers/assistants perform another assignment at the time the canceled route/shuttle should have been performed, the driver/assistant shall only be compensated for one (1) assignment.

### **Section 23 – Group Shuttles**

When a driver is absent who has a group shuttle assignment, the group shuttle shall be assigned to the most senior driver who can complete the entire assignment. If a driver is not available who can complete the entire assignment, the assignment shall be divided and offered to the most senior driver(s) who is (are) available at that time.

### **Section 24 – Bidding on Routes for Drivers on Extended Leave**

In the event an employee takes an extended leave of absence during a single school year, the routes assigned to him/her shall be offered to the most senior Back-up driver. The driver who took the leave of absence shall return to his/her position upon the expiration of his/her extended leave of absence.

These available routes shall not be contracted to any driver and shall be assigned on a daily/weekly basis. Daily/weekly basis does not prohibit the Director from assigning the routes on a short-term basis or for an extended period of time at the onset of the leave. However, if the driver who has the assignment is then ill/absent, that route will be reassigned for that day to the next most senior driver who is available at that time. Upon return from the illness/absence, the former driver will be reassigned the route.

### **Section 25 – Drivers as Bus Assistant Substitutes**

If an assistant is not available for a route which requires a bus assistant, a driver may substitute in that position. This will be paid at one-quarter (1/4) route if outside the driver's normal work day.

## **Section 26 – Random Drug Testing**

In the event a driver is selected for random drug and alcohol testing, the driver shall present himself/herself immediately following the a.m. or p.m. route. The driver shall be compensated for a minimum of one (1) hour straight time for the test or actual time documented by the facility performing the test whichever is greater. If the driver refuses to take the test at the required time or fails to take the test at the required time, it shall be basis for dismissal.

## **Section 27 – Discipline for Preventable Accidents**

Immediate discipline, up to and including termination, may be imposed for preventable accidents. A preventable accident is one in which a driver hits or scrapes a stationary object or person. The Board will consider the circumstances surrounding the accident in making its determination.

Discipline for minor (dings, scrapes, bent mirrors, etc.) preventable accidents will be removed from consideration after four (4) years of no additional preventable accidents.

## **D. All Transportation Employees Working Conditions**

### **Section 1 – Physical Exam**

If an employee is required to take a physical exam during his/her employment while in this bargaining unit, the Board shall pay for the entire cost of the exam and pay the driver one hour at District hourly rate.

### **Section 2 - Break Room and Lounge**

A lounge shall be provided within the current transportation department for all bargaining unit employees. Said lounge shall be ventilated. This lounge shall be equipped with a telephone, weather radio, bulletin board, coffee machine, pop machine, refrigerator, microwave, filing cabinet, computer/printer with copier feature/paper for work-related and/or union-related matters, TV, tables and chairs.

### **Section 3 – Smoking**

Transportation staff shall not smoke, vape, or otherwise use tobacco products on the public/private property located across/perpendicular to the Transportation/HCC Complex.

### **Section 4 – Administration of Medication**

Under no circumstances shall a transportation employee be required to administer or dispense medication including insulin shots to students except in the case of a life-threatening situation. If a transportation employee is expected to administer or dispense medication under those circumstances, he/she shall be appropriately trained as soon as possible at the onset of the school year or upon assignment of a new student with medical problems. Transportation employees shall be notified on an “as needed” basis as determined by the Director of Student Support Services or designee of any student who may need to be provided with such assistance. The District shall defend and indemnify the employee for services provided under this provision. Transportation employees shall maintain the confidentiality of the students involved.

### **Section 5 – In-Service Training**

The District shall provide in-service training for drivers, bus assistants, mechanic and dispatcher on securing wheel chairs on vans and buses, lift operations, lifting techniques, and adjusting belts as soon as possible after their hire. These employees shall be compensated at his/her hourly rate of pay (or district hourly work rate for drivers) during this in-service training.

**Section 6– Appropriate Attire for Transportation Employees**

All transportation employees shall wear clothing that is clean, neat and fits appropriately. No one shall wear high heels or open toe/back shoes, including but not limited to flip flops, bedroom slippers and sandals. No one shall wear shirts with inappropriate wording or artwork. The length of shorts, dresses and skirts must be around the knee or longer. If leggings are worn, appropriate clothing must be worn over them. Sweatpants are not considered appropriate attire (some considerations will be accepted with approval from the Director of Transportation). Employees who wear inappropriate clothing shall be subject to progressive and corrective discipline.

**E. Bus Mechanics**

**Section 1 - Work Day/Lunch/Rest Periods**

Each mechanic’s workday shall be eight (8) hours excluding lunch. Nothing precludes the Administration from temporarily adjusting a daily schedule for emergency building needs.

- a. Each mechanic shall be entitled to a one-half (1/2) hour duty-free lunch period.
- b. Each mechanic shall receive two (2) fifteen (15) minute rest periods during his/her workday.

**Section 2 - Work Week**

The work week shall be Monday through Friday and shall be considered forty (40) hours.

**Section 3 - Work Year**

<b>Bargaining Unit</b>	<b>To determine your contract: # Workdays x Hours worked each day = Hours worked each Year (Contract)</b>	<b>Holidays</b>	<b>Total Annual Days</b>
Mechanics	Every WEEK DAY (Monday – Friday) July 1 through June 30	16	260 or more

**Section 4 - Building Checks**

The Head Bus Mechanic shall be compensated one (1) hour of pay automatically for each weekend day (Saturday and Sunday) and holiday building check. The Head Bus Mechanic shall be responsible for checking the Administration Building, Transportation Center and Property Services building. If the head mechanic designates a person to substitute for him/her, the substitute shall receive a minimum of one (1) hour of overtime pay. Head Mechanic must conduct at least fifty percent (50%) of all building checks in a calendar year. Building checks shall be conducted between 5:00 a.m. and 11:00 a.m. on weekends and holidays according to the guidelines stated in this section. Of the times stipulated above, a maximum of fifteen minutes shall be allotted for drive time, roundtrip. The mechanic must be in the building for the remainder of the time they are being compensated.

**Section 5 - Temp Employment Higher Classification**

If a mechanic is assigned to a job of higher classification than his/her classification, he/she will receive the appropriate salary for that higher job classification for all hours worked in excess of the forty (40) hour work week. An employee must work forty (40) hours in that new position to qualify for the additional pay. If the employee is absent during that forty (40) hour period, he/she shall not be entitled to the higher classification pay rate until he/she has actually worked

forty (40) hours in that classification. If an employee is called into work after working forty (40) hours, he/she shall be paid one and one-half (1½) times the higher hourly rate of pay.

### **Section 6 - Uniforms**

If a District mechanic is required to wear a uniform, the District shall pay the cost to provide them. In addition, the Board shall reimburse a mechanic for other work attire (slip-resistant shoes or boots purchased and coveralls or other necessary work attire) not to exceed One Hundred Twenty-five (\$125.00) Dollars per year plus a one-time shipping and handling charge, per employee, upon submission of receipts to the District Business Office.

### **Section 7 - Mailboxes**

Each mechanic shall be provided a mailbox.

### **Section 8 - Travel Reimbursement**

Mechanics required to travel on school business during the workday shall be compensated at the rate established by the Board, provided such travel and expense has been approved by the Superintendent or Director of Transportation.

### **Section 9 – Failure to Call**

If a mechanic fails to call in on a timely basis, one and a half (1 ½) hours before her/his morning shift and three (3) hours before his/her afternoon shift, except in cases of emergency as determined by the Director of Transportation, when he/she is scheduled to work and cannot do so, he/she shall be subject to the following discipline:

Step 1: 1st Failure to call – Verbal warning

Step 2: 2nd Failure to call – Written warning

Step 3: 3rd Failure to call – Three (3) day suspension without pay

Step 4: 4th Failure to call – Termination

### **Section 10 - Training and Education Incentives**

Head mechanic and Assistant Mechanics qualify under this provision. In addition, any specialized job-related training offered by Rock Valley College, authorized factory training and on-the-job training shall qualify an employee to receive the additional fifty (\$.50) cents per hour increase. An employee shall receive an additional fifty (\$.50) cents per hour for each thirty (30) semester hours for completion of the Rock Valley College job-related training program approved by the Board. An employee shall receive an additional thirty (\$.30) cents per hour for the completion of each thirty (30) class hours of instruction from an authorized factory training program. The Director of Transportation shall determine if an employee has achieved sufficient on-the-job training to qualify for an additional one (1) time thirty (\$.30) cents per hour increase under the on-the-job training provision.

### **Section 11 - Mechanics Unit Credit for Outside the District Experience**

The District may grant twenty cents (\$.20) per hour above the appropriate hiring base for each year of experience (up to 5 years).

## **ARTICLE NINETEEN – GENERAL WORKING CONDITIONS AND FRINGE BENEFITS FOR ALL EMPLOYEES**

### **Section 1 - Health and Safety**

Employees shall be notified where to locate District-provided weight lifting belts, gloves, health kits and information that will assist them with the handling of blood borne pathogens. Employees shall be eligible to receive any inoculations provided to the certified staff without cost to the employee. The District shall provide the opportunity for paid inoculations at the time of hire and at least every other year for current employees.

### **Section 2 - Personal Property Damage**

The Board shall reimburse any employee upon proof of claim for clothing and/or personal property destroyed or damaged as a result of any assault or vandalism upon the employee to his/her personal effects in the course of his/her employment not to exceed Three Hundred Fifty Dollars (\$350) per incident upon submission of a receipt for damaged property.

### **Section 3 - Indemnification against Liability**

The Board shall indemnify employees and insure them against any loss or liability on account of any alleged negligent or wrongful act committed during the scope of employment.

### **Section 4 – In-service Training**

If funds are available, the District shall continue to offer relevant in-service programs to support staff.

### **Section 5 – Fitness for Duty Exam**

All prospective new employees shall be required to pass a pre-employment fitness for duty exam, the results of which demonstrates his/her fitness to meet the qualifications and perform the essential duties of their job description, at their expense.

### **Section 6 – Physical Exam**

If an employee is required to take a physical exam during his/her employment while in this bargaining unit, the Board shall pay for the entire cost of the exam.

### **Section 7 – All Employees Retroactive Pay**

Employees' hourly rates of pay shall be retroactive to the 1st day of July for 12-month employees and transportation employees and the first day of the contract year for all other employees. However, employees who perform work during the summer and after July 1st related to or in preparation of the upcoming school year shall be paid at the new pay rate for that upcoming school year.

### **Section 8 - Personal Automobile Use**

Employees who are required to use their personal vehicles in the course of their employment or otherwise use their vehicles in authorized service to the School District shall be reimbursed at the current Internal Revenue Service rate.

### **Section 9 – Summer Flextime**

The Superintendent shall consider summer flextime for all twelve-month employees on an annual basis. By May 15th of each year, the Superintendent shall make a decision for each unit. In the event the flex schedule is approved, the Superintendent shall have the sole discretion to require the employees to work a regular work week on an as needed basis by notifying the

employees no later than the Monday of the week that the employees shall be required to work the regular work week.

### **Section 10 – Supervisory Complaint**

In the event an employee has a concern that is not contractual in nature, the employee shall normally first discuss the concern with his/her direct supervisor. If the concern is not or cannot be resolved at this level, the employee may submit the complaint in writing within ten (10) workdays of the incident or the informal discussion with the direct supervisor to the Assistant Superintendent for Human Resources. Within ten (10) workdays of receipt of the complaint, the Assistant Superintendent for Human Resources will acknowledge the complaint in writing and meet with the involved parties to resolve the complaint. If the concern is not resolved by the Assistant Superintendent for Human Resources, the employee shall refer it to the Superintendent. The Superintendent shall acknowledge the complaint in writing and meet with the parties involved to resolve the complaint within ten (10) workdays of receipt of the complaint. The Superintendent will inform the Board and HFSSC leadership of any unresolved complaints.

### **Section 11 – Parent-Student Complaint Procedures**

When an administrator receives a complaint from a parent about a staff member, the administrator shall normally notify the staff member of the complaint. The administrator may choose to initiate an investigation. No disciplinary action shall be taken against a staff member without identifying the complainant unless there is independent corroborating evidence or a judicial or quasi-judicial determination of inappropriate actions.

### **Section 12 – Probationary Period**

All new hires shall have a probationary period of ninety (90) workdays. The probationary period shall begin the first regular day of work in the position for which the Board approves the employee's employment. Employees shall be evaluated once after the first thirty (30) workdays of employment but no later than five (5) days prior to the 90<sup>th</sup> work day of the probationary period. The employee is an "at will" employee during this ninety (90) work-day period and may be released with or without cause. Once an employee has completed the ninety (90) work-day probationary period, the employee can only be discharged for cause. During the probationary period, employees shall be eligible for sick time, personal time, holiday pay, IMRF (where applicable), safety bonus and the perfect attendance bonus. In accordance with law, employees eligible for insurance will be enrolled into the District's health insurance benefits after ninety (90) calendar days. After successful completion of the probationary period, employees will be eligible for the tuition reimbursement program.

Early dismissals shall not be subject to a grievance procedure. An individual who works as a regular full-time substitute in a position within the custodial classification, and who is then hired as a probationary employee for a custodial position, shall have up to a maximum of thirty (30) workdays service as a substitute credited towards his/her probationary period.

### **Section 13 – Employee Changing Positions**

An employee who changes job classifications would receive an increase or decrease in their hourly pay rate equal to the per hour difference in hiring bases of the two categories if his/her new category has a different hiring base than that of their current category. The employee affected shall receive all pay and benefits to their new position thereafter and shall keep their District seniority for reduction in force purposes.

#### **Section 14 – Return from Work-Related Injuries**

In the event that an employee has been off work due to a worker's compensation related injury, the employee will be required to return to work as soon as possible. In the event that an employee is not able to return to "minimal" or "light duty" work in his/her own employment classification, that employee may be assigned to duties outside the bargaining unit until the employee is physically able to return to work in his/her own employment classification without restriction, as certified by a doctor and the District's compensation carrier. Any employee placed in such assignment shall maintain the same pay, benefits, and seniority rights as in his/her regular employment classification.

#### **Section 15 – Appropriate Attire for Assistants, ParaEducators, and Secretarial Employees**

All employees shall wear clothing that is clean, neat and fits appropriately. No one shall wear shirts with inappropriate wording or artwork. Shorts, dresses, and skirts must be at an appropriate length. Employees who wear inappropriate clothing shall be subject to progressive and corrective discipline.

#### **Section 16 – GPA's and Secondary Supervisory Assistant Shoe Allowance**

GPA's and Secondary Supervisory Assistants shall receive a work-shoe allowance not to exceed Sixty Dollars (\$60) per school year plus a one-time shipping and handling charge per employee for slip-resistant shoes. Payment shall be made upon submission of receipts and proof that the shoes are slip-resistant, from the employee to the District Business Office.

#### **Section 17 – Interrupted Day**

In the event an individual school or schools are caused to close before or during a recognized work day under the School Code and staff are unable to work their normal work day (interrupted day) while other schools remain in session, staff shall work with the building administrator and Assistant Superintendent for Human Resources to develop a plan for the staff that missed time at work to make up the time missed. Any use of accumulated leave by a 12-month employee under this section shall not be held against an employee's perfect attendance bonus.

#### **Section 18- Physical Abuse by Student(s)**

The School Building Administrator shall call a meeting with the teacher if applicable, employee(s), and the student's parents after submission of two incident reports filed on the same child. The Student Incident Report Forms shall be attached to this Agreement for informational purposes. If an employee requires medical treatment as a result of injury caused by a student or in the line of duty, the employee shall report the incident to the school nurse and their School Building Administrator, and if necessary, as determined by the school nurse/School Building Administrator, will be released with pay to seek medical attention with no loss of sick leave for the day of the incident. (See Student Incident Report Form attached.) The employee shall be entitled to benefits available to him/her under Illinois worker's compensation laws if he/she is found to be eligible for same as a result of such an injury.

#### **Section 19 – Reduction/RIF Notice**

If any employee is to be Riffed or any employee's hours are to be reduced, the employee shall be notified at least thirty (30) days before the employee is Riffed or his/her hours are reduced.

#### **Section 20 – Employee Protection**

The Board and the Federation agree that matters pertaining to supervisor-employee or Board-employee relationships are most properly conducted in private and not in the presence of students and/or other employees.

**Section 21 – School Improvement Day (SIP) Requirements**

All employees except twelve-month employees shall be required to work the first two (2) SIP Days of each school year; these employees will not work the remaining SIP Days during the school year and shall not be paid for those days. For bus drivers, one of those two SIP days will be used for mock runs. These days are reflected in the Work Year Charts contained in this Agreement.

**Section 22 - Retirement Incentive**

If an employee’s years of District service equals a minimum of twenty-five (25), the employee shall be eligible to choose one of the retirement options below:

**Option 1 – Notice for Next Year Retirement:** The District shall provide each employee who submits an irrevocable notice of his/her intent to retire no later than the first Wednesday in March of the year prior to retirement a \$2,000 non-credible lump sum payment or 403 (b) contribution paid post retirement. The option to select this incentive will sunset on the first Wednesday in March 2020.

**Option 2– Notice for Current Year Retirement:** The District shall provide each employee who submits an irrevocable notice of his/her intent to retire at the end of the current year no later than the first Wednesday in March of the current year a \$1,000 non-creditable lump sum payment or 403 (b) contribution paid post retirement. The option to select this incentive will sunset on the first Wednesday in March 2021.

**ARTICLE TWENTY - LEAVES OF ABSENCE**

**Section 1 – Sick Leave**

a. **Twelve (12) month employees**

*(260 or more days)* shall be entitled to paid sick leave days as follows:

1st fiscal year of service.....	14 days
2nd fiscal year of service .....	15 days
3rd fiscal year of service .....	16 days
4th fiscal year of service .....	17 days
5th fiscal year of service and following years .....	18 days

b. **Ten (10) month and Ten and one-half (10-1/2) month employees**

*(217- 259 days)* shall be entitled to paid sick leave days as follows:

1st fiscal year of service.....	14 days
2nd fiscal year of service .....	15 days
3rd fiscal year of service and following years .....	16 days

c. **Nine and one-half (9-1/2) month employees**

*(197-216 days)* shall be entitled to paid sick leave days as follows:

1st fiscal year of service.....	14 days
2nd fiscal year of service and following years.....	15 days

d. **Nine (9) month employees**

(170-196 days) shall be entitled to paid sick leave days as follows:

- 1st – 3rd fiscal years of service..... 13 days
- 4th fiscal year of service ..... 14 days
- 5th fiscal year of service and following years ..... 15 days

Each employee shall be credited the number of sick leave days in accordance with the chart above at the beginning of each school year. Days are based on the same number of paid hours as an employee is normally scheduled to work; however, the drivers' days are based on contracted routes. One of the sick leave days may be given to the Federation Bank.

Probationary employees will be granted three (3) of their allotted sick days during the 90 workday probationary period. Upon successful completion of the probationary period, the employee will be granted the remainder of their days.

Each employee shall be notified on the initial payroll check of his/her accumulated sick leave. Sick leave in the initial year of employment shall be prorated in accordance with the portion of the year remaining until the end of the fiscal year of June 30.

Sick leave shall be interpreted to mean personal or family illness, serious illness or death in the immediate family or household. The immediate family or household for purposes of this Article shall be defined as found in the Illinois School Code. For purposes of sick and bereavement leave, "family" will include: spouse, child or children (biological or legal guardianship), parents and/or step parents, domestic partner of either sex living in the same household, grandparents, grandchildren, siblings, aunt, uncle, niece, nephew, cousins, current in-laws, and close friends.

Once an employee has accumulated more than two hundred forty (240) sick leave days, the employee may (if he/she so chooses) be paid a bonus of twenty-five (\$25.00) per day at the end of each school year for all unused sick leave days in excess of the two hundred forty (240) days not to exceed fifteen (15) sick leave days per year. Sick Leave shall accumulate unlimited.

The employee understands that he/she must accumulate two hundred forty (240) days for use as a full year toward retirement and that once paid, he/she cannot use those fifteen days toward the full year of retirement benefits.

**Section 2 - Personal Leave**

Each bargaining unit employee shall be able to use three (3) paid sick leave days per year as personal leave for personal business or emergency purposes based on the following conditions:

- a. Personal leave may be used with approval with a three (3) work day notice to the employee's supervisor. If an employee is seeking a personal day(s) with less than a three (3) work day notice, the personal leave day shall be subject to the Superintendent's approval.
- b. Personal leave days shall not be permitted on the day before or after a school holiday, on the first or last day of the teaching year, or upon inadequate staffing, except in an emergency situation of a unique, singular family life event as approved by the Superintendent. Approval for unique, singular family life events shall be consistent among employees and these days shall not be denied arbitrarily.
- c. Personal leave days may, at the employee's discretion, accumulate to a total of five (5) personal leave days subject to the same conditions as other personal leave. An

employee may bank either one or two of the unused personal leave days at the end of each year, but at no time shall the personal leave days accumulate to more than five (5). No more than three (3) accumulated Personal Days may be used consecutively. If the employee does not notify the Human Resources Department by June 1st each year, the days shall be converted and accumulate as sick leave days.

- d. Unused personal leave days shall accumulate as sick leave days.

Employees who work less than eight (8) hours shall receive the same number of paid sick and personal leave days; however, the days shall be prorated to the number of hours worked daily.

### **Section 3 – Maternity Leave**

Employees shall be entitled to maternity leave benefits as stated in the Board Policy Book for classified employees. These benefits cannot be changed or altered without first bargaining the changes with the Union.

### **Section 4– Jury Duty**

Any employee who serves on jury duty, or who is subpoenaed to testify regarding a job-related matter shall receive full pay and benefits, upon submittal of documentation from the jurisdiction in which the jury duty or subpoena was complied with (subpoena, check stub for expenses, etc.).

### **Section 5 – Union Leave**

The Harlem Support Staff Council shall be able to use twenty (20) days for Union workshops, conferences, conventions, or grievance handling during the school year. These days may be used on a prorated one-half (½) basis. There will be no deduction in pay for these days; however, Local 540 shall pay the cost of a substitute if one is hired.

### **Section 6 - Child Rearing Leave/Adoption Leave**

An employee shall have the option of taking a child rearing/adoption leave. This leave shall be consistent with the Board policy as applied to the certified staff. If an employee's child rearing/adoption leave begins anytime during the first semester, the employee will return from such leave at the beginning of the following school term. If the leave begins anytime in the second semester, the employee may return at the beginning of the following school term, but must return no later than one (1) year from the beginning of the following school term.

### **Section 7 - Unpaid Leaves of Absence**

Leaves of absence without pay may be granted to any employee by the Board at its discretion. Each leave request shall be considered on its individual merit. The employee will be given an opportunity to continue insurance coverage in the school's insurance program during a Board approved leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due.

In all instances where an employee is granted an unpaid leave of absence of eight (8) calendar months or more, the employee shall advise the Superintendent or designee in writing whether he/she intends to return to employment provided the Superintendent or designee shall have requested such declaration of intent. Such declaration by the employee shall be made within thirty (30) calendar days of such request by the Superintendent or designee. The Superintendent's request shall be mailed to the employee's address on record.

Failure of the Board to request this declaration shall release the employee on leave from any notification deadline regarding such leave. Failure to advise the Superintendent or designee of intent to return as required above shall be treated as an election not to return to employment and as a resignation from the District.

#### **ARTICLE TWENTY-ONE - FEDERATION BANK**

A. Enrollment Period: The Federation Bank is a voluntary bank of sick leave days administered by the Federation's Leave Bank committee, which may be used for serious illness or Union business by participating members. The employer and Union agree that the employer shall, pursuant to the direction of the Federation's Leave Bank committee, accept donations and withdrawals of employees' sick days to the Federation Bank.

B. Notification: The Union will notify the District each year by August 1 of the policies and procedures for that year's Federation Bank usage.

C. Indemnification: The Union will indemnify and hold harmless the employer for any claims arising from this article.

D. There shall be an automatic re-enrollment in the Federation Bank for all Federation Bank members who are members of the bargaining unit and were enrolled in the District's Sick Bank as of June 30, 2019. Said enrolled Federation Bank members shall irrevocably contribute one (1) sick leave day each year to the Federation Bank if needed. Members shall not be required to donate a sick leave or personal leave day when the school year commences with a Federation bank balance of at least five hundred (500) days unless the Federation Bank Committee determines a need. Upon completion of four consecutive school years of service, educational support staff in the bargaining unit who desire membership in the Federation Bank shall notify the Federation within the first thirty (30) days after completion of their fourth consecutive school year of service. Membership may be terminated if the Federation is notified in writing within the first month of any subsequent school year. This contribution shall not count against their perfect attendance bonus.

The Federation Bank Committee shall administer the Bank. The Committee shall have at least one representative from the Secretarial unit, Custodial unit, Transportation unit, ParaEducator unit, and the Assistant unit.

E. Withdrawals from Bank: If an eligible member desires to apply for Federation days from the Federation Bank for personal use, said member shall have exhausted all individual accumulated sick leave/personal leave, and shall have contributed to the Bank for that year. In addition, a member must be absent for five (5) or more consecutive days and not receive pay for those five (5) days before eligibility occurs. After being subject to the five (5) day deductible on one occasion, a member will not be subject to the deductible again during that school year. An eligible member of the Federation Bank who has exhausted his/her accumulated personal/sick leave allowance, who has been absent for at least five (5) unpaid working days, may request withdrawals from the Federation Bank. A physician's statement shall be included with each request.

A member may be granted a maximum of one hundred eighty (180) days of Federation Bank leave per school year if there are sufficient days available in the Bank. Each application for Federation Bank leave may not exceed twenty (20) days of Federation Bank days at a time.

Holidays and recess periods shall not be considered an interruption in a member's use of consecutive Federation Bank days for the same illness or condition; however, these days shall not count toward the one-hundred eighty (180) consecutive Federation Bank days under this section. Each member shall have a maximum lifetime benefit of one hundred eighty (180) days.

No Federation Bank days will be granted for absence due to injuries at work which qualify the individual for workers' compensation.

**ARTICLE TWENTY-TWO - PAID VACATIONS AND HOLIDAYS**

**Section 1 - Paid Vacations for Twelve (12) Month Employees**

Employees shall receive the following paid vacation days based upon their years of service. The paid vacation days as determined below are applicable to twelve (12) month employees only. The vacation year is July 1 through June 30 each year.

Under 1 year of service .....	5 days
During 1-4 fiscal years of service.....	10 days
Commencing with 5 fiscal years of service.....	11 days
Commencing with 6 fiscal years of service.....	12 days
Commencing with 7 fiscal years of service.....	13 days
Commencing with 8 fiscal years of service.....	14 days
Commencing with 9 fiscal years of service.....	15 days
Commencing with 10 fiscal years of service.....	16 days
Commencing with 11 fiscal years of service.....	17 days
Commencing with 12 fiscal years of service.....	18 days
Commencing with 13 fiscal years of service.....	19 days
Commencing with 14 fiscal years of service or greater .....	20 days

An employee may carry-over up to one (1) year of unused vacation days. At the conclusion of the second (2nd) year, an employee must at least use the entire amount of vacation days earned from the first (1st) year of accumulation. If these days from the first (1st) year of accumulation are not used by July 31st of the following year, the employee loses those unused days from the first (1st) year.

If a nine (9) month, nine and one-half (9-1/2) month, ten (10) month, or ten and one-half (10-1/2) month employee transfers to a twelve (12) month position, the employee shall be entitled to prorated vacation days based on his/her years of service in the other position(s). To determine how many years and days are to be credited for vacation purposes, one must take the total number of months worked in a nine (9) month, nine and one-half (9-1/2) month, ten (10) month, and/or ten and one-half (10-1/2) month position and divide that number by twelve (12) months. This figure will determine the number of years to be credited for vacation, and accordingly, the number of days to be credited that employee for vacation. An employee shall be granted this prorated service credit for vacation when he/she commences work in the twelve (12) month position.

All vacation requests must be submitted for approval to the employee's immediate supervisor at least ten (10) calendar days in advance of the requested dates for vacation except in the case of an emergency.

When District offices are closed, or unusual or emergency circumstances beyond the employee's control exist (i.e., snow days, power outages, etc.), and secretarial employees shall be given the option of taking these days without pay or the employee may use personal leave, compensatory time, or vacation time, if available.

An employee who terminates his/her employment or retires prior to the anniversary of his/her date of hire shall earn vacation time on a prorated basis for that fraction of the year that the employee works. Such employees shall be granted full pay for earned and unused vacation time. Vacation time taken but not earned at the time of termination or retirement shall be deducted from the employee's final paycheck.

### **Section 2 – Twelve (12) Month Secretary No Charge Vacation Days**

Twelve-month secretaries shall receive up to four (4) no-charge vacation days beginning with December 26th and ending December 30th. These days may not be used during other times of the work year and will not accrue from year to year.

### **Section 3 – Paid Holidays for All Twelve (12) Month Employees**

All twelve (12) month employees shall be entitled to the following sixteen (16) paid holidays: Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, December 24th and 25th, New Year's Eve, New Year's Day, Martin Luther King's Birthday (if observed by the District), Lincoln's Birthday or President's Day, Friday before Easter, Monday after Easter, Memorial Day, Casimir Pulaski Day, (if observed by the District). Twelve (12) month employees shall receive a vacation day in exchange for any holiday that falls on a Saturday or Sunday.

If a holiday listed above is not observed in the future due to a waiver granted by the State, the District shall provide another paid day off in its place.

### **Section 4 – Paid Holidays for All Ten (10) Month and Ten (10) and one-half (10.5) Month Employees**

All ten (10) month and ten and one-half (10.5) month employees shall receive the following twelve (12) paid holidays: Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, December 24th, December 25th, New Year's Day, Lincoln's Birthday or President's Day, Friday before Easter, Monday after Easter and Memorial Day.

### **Section 5 – Paid Holidays for All Nine (9) and one-half (9.5) Month Employees**

All nine and one-half (9.5) month employees shall receive the following eleven (11) paid holidays: Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, December 25th, New Year's Day, Lincoln's Birthday or President's Day, Friday before Easter, Monday after Easter and Memorial Day.

### **Section 6 – Paid Holidays for All Nine (9) Month Employees**

All nine (9) month employees shall receive the following eleven (11) paid holidays: Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, December 25th, New Year's Day, Lincoln's Birthday or President's Day, Friday before Easter, Monday after Easter, and Memorial Day.

### **Section 7 – Any Employee Working on a Paid Holiday**

Any employee who is required to work on a paid holiday shall receive holiday pay plus one and one-half (1-1/2) times the employee's regular rate for hours worked. If the paid holiday

falls on the weekend, the Superintendent or his designee shall set an alternative holiday. Paid holidays are based on the same number of paid hours as an employee is normally scheduled to work. For purposes of this paragraph, "paid holiday" shall not include paid days off provided in place of holidays that are not observed by the District.

**Section 8 – Custodial and Maintenance Employees Exchange of Holiday**

With the consent of the Director of Operations or Assistant Director of Operations, custodial and maintenance employees may request to exchange one (1) paid holiday for one (1) student non-attendance day to facilitate the completion of work in buildings while school is not in session. Employees shall make this request at least three (3) days prior to the holiday. The request shall be in writing on a form developed by the Director of Operations Services and approved by the Union. The employee shall indicate the nature of the work to be performed on the alternate day off.

**Section 9 - Holiday Pay**

In order to qualify for holiday pay, the employee must work his/her full schedule on the employee's last scheduled work day before the employee's first scheduled work day after the holiday. Exceptions may be made at the sole discretion of the administrative supervisor.

**ARTICLE TWENTY-THREE - PERFECT ATTENDANCE BONUS, STAFF DEVELOPMENT & EDUCATION INCENTIVES**

**Section 1 - Perfect Attendance Incentive**

After employment in the Harlem School District for one (1) school year, all employees shall be eligible to receive one hundred dollars (\$100) per school year quarter, for perfect attendance. These employees will receive a maximum of four hundred dollars (\$400) for perfect attendance for the entire fiscal year. In addition, twelve (12) month employees shall receive an additional sixty dollars (\$60) for perfect attendance during the non-student attendance days of the summer. Vacation days, Personal Wellness days, and jury duty are exempt from counting against perfect attendance.

**Section 2 - Educational Incentives**

The District shall reimburse up to \$2,225 per school year for the tuition and books of a support staff employee who takes college coursework and receives a grade of C or better, to become certified in a bargaining unit position or for work-related training as long as the course is satisfactorily completed.

Proof of attendance at the class/training may be required to receive the compensation. An employee may also take adult education work-related courses, distance learning classes, or pass/fail college/university classes under this provision. The employee must have prior approval from the Assistant Superintendent for Human Resources to take any of the above classes; however, any coursework in a college of education degree program shall be automatically approved. The employee will be reimbursed through Accounts Payable for tuition reimbursement on the first check run immediately following October 1 if all necessary documentation, including certified grades and/or transcripts, is received in the Human Resources Department prior to September 1, or immediately following the check run of March 1 if all appropriate documentation is received in the Human Resources Department prior to February 1.

Taxes shall not be taken out of reimbursement checks to the extent allowed by IRS rules and regulations.

## **ARTICLE TWENTY-FOUR - MEDICAL AND DENTAL INSURANCE BENEFITS, LIFE INSURANCE AND WELLNESS PLAN**

**A. Benefits of the Medical - Dental Health Care Plan:** Medical, prescription and dental coverage shall be maintained for the duration of this agreement for covered bargaining unit employees and their dependents.

Participation in the program is optional:

**B. Insurance Year:** The insurance year, for deductible purposes only, shall run from January 1 to December 31 of each year.

**C. Eligibility – General:** Eligible employees will be defined as any Support Staff employee working six (6) hours or more per day five (5) days per week in a bargaining unit position. All contracted bus drivers shall have health insurance.

**D. Annual Open Enrollment:** The annual Health Insurance Open Enrollment period provides employees with an opportunity to add eligible dependents, including sponsored dependents to their insurance policy and change benefit elections.

If employees fail to make these changes within this time period, the next opportunity to do so will be during the next open enrollment period or within 30 calendar days of a qualifying event).

Open Enrollment periods will be held during the months of October and/or November, with effective dates for changes to be January 1 of the following year.

**E. Duration of Coverage:** An employee who elects to participate is covered under the Harlem Health Plan beginning on the ninety – first (91<sup>st</sup>) day of employment, following successful completion of the District’s probationary period. Employees who resign shall be covered for a maximum of thirty (30) calendar days from the effective date of resignation.

**F. Health Care Plan Access:** A copy of the current health care plan will be made available online at [www.harlem122.org](http://www.harlem122.org). The Union shall receive a copy of the current/updated health care plan.

**G. Description of Plan:** The Harlem School District Health Plan consists of medical, prescription and dental insurance plans. It is not an option to deselect medical, prescription or dental from any portion of this plan; the plan is offered as a combined unit. **HSD 122 utilizes a PPO medical insurance plan.** The District offers both a (Preferred Provider Option) (PPO) (Traditional Plan) and a (High Deductible Health Plan) (HDHP) with a Health Savings Account (HSA). A PPO health insurance plan allows employees to see any doctor, allowing them more choices in meeting their health care needs. Medical services are most affordable if employees stay within the network of physicians and facilities that are Preferred Providers under the Harlem School District medical plan. PPO plans are able to offer services at a reduced rate because of their negotiated discounts with health care providers. These negotiated discounts result in reduced costs to the plan members. Unlike managed care plans (HMO type),

participants still receive reimbursement under the insurance plan if they choose an out-of-network doctor, but the level of reimbursement is reduced. Participants will realize a cost savings if they use an in-network provider. In addition, an out of network provider may require the plan member to file their own claims in order to obtain benefits under the plan.

**H. Board and Employee Costs for Medical and Dental:** The Board shall pay the remaining portion of the premium costs over and above the below-stated mounts.

**I. Employee Cost of Coverage (monthly)**

	<b>FY 20-22 PPO 1000</b>	<b>FY 20-22 PPO 1500</b>	<b>FY 20-22 HSA</b>
<b>Employee Only</b>	\$ 20.00	\$0.00	\$0.00
<b>Employee/Spouse</b>	\$191.00	\$151.00	\$116.00
<b>Employee/Child</b>	\$116.00	\$ 76.00	\$ 41.00
<b>Employee/Children</b>	\$206.00	\$166.00	\$131.00
<b>Employee/Family</b>	\$297.00	\$257.00	\$222.00

Note: Members with at least one tobacco user will pay thirty dollars (\$30) more per month than their applicable premium contribution. Employee premiums are deducted from 24 pays. During months there are three pay periods no health insurance contributions will be deducted.

**J. HSA Board Annual Contribution Amount FY 20-22**

Employee Only	\$1,000
Employee/Spouse	\$1,500
Employee/Child	\$1,500
Employee/Children	\$2,000
Employee/Family	\$2,000

The HSA Board Annual Contributions will be made in half-year increments on the first business day in January and on the first business day in July. Employees hired after the first business day in January or the first business day in July will receive a one-time contribution equal to twenty-five percent (25%) of the Board's required Annual Contribution upon enrollment in the HSA.

**K. Coverage:** *Please refer to attached Summary of Benefits chart for specific coverage levels (pages 81 - 83)*

**L. Deductibles - (High Deductible Health Plan (HDHP), Health Savings Account (H.S.A.) (Annual)**

<b>General Information</b>	<b>High Deductible Health Plan (HDHP)</b>
<b>PLAN DESIGN FEATURES</b>	<b>Health Savings Account (H.S.A.)</b>
<b>Calendar Year Deductible</b>	
Employee Only	\$2,800
Employee/Spouse	\$5,600
Employee/Child	\$5,600

Employee/Children	\$5,600
Employee/Family	\$5,600 Note: IRS Regulations Requirement
<b>Out-of-Pocket Maximum (Includes Deductible)</b>	
Employee Only	\$ 6,550
Employee/Spouse	\$13,100
Employee/Child	\$13,100
Employee/Children	\$13,100
Employee/Family	\$13,100

**M. Deductibles – PPO \$1,000 and PPO \$1,500 (Annual)**

Years 2020/2021/2022				
	PPO \$1,000		PPO \$1,500	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Per Person Per Plan Year	\$1,000	\$1,500	\$1,500	\$3,000
Per Person Per Plan Year Out-of-Pocket Max (Note: Co-pays shall be counted towards annual Out-of-Pocket Expenses)	\$2,500	\$7,000	\$3,000	\$8,000

**N. Harlem Health Plan Opt Out/Cash in Lieu Option:** The Harlem School District offers an Opt Out/Cash in Lieu Option to all eligible employees. This option allows eligible employees who have access to other health insurance coverage to waive coverage under the Harlem School District plan in exchange for an incentive payment. In order to be eligible for the Opt Out/Cash in Lieu incentive payment, the employee must formally waive coverage in writing and also provide the District with documentation verifying coverage through another insurance program.

The annual incentive payment for waiving individual coverage is established below. The annual incentive payment for waiving coverage is set forth in the table below. The employee shall be responsible for the required employee TRS/THIS contribution attributable to this incentive payment.

Beginning with the 2020 Plan Year, an employee must be eligible for the Harlem Health Plan and make the choice, during the annual open enrollment period, to waive coverage for the subsequent plan year. In order to retain eligibility for the Opt Out/Cash in Lieu incentive option, the employee may not receive coverage under the Harlem Health Plan through a Harlem School District Retiree. If the employee is requesting the Opt Out/Cash in Lieu incentive option for spouse or dependent coverage, plan participation for the spouse or dependents would need to have been established previously.

New Employees who are hired and become eligible for the Harlem Health Plan at a time other than the Annual Open Enrollment Period may elect to Opt Out/Cash in Lieu incentive option

within thirty (30) days of their first day of eligibility. The sum shall be prorated by the Plan Year quarter.

Employees who participate in the Opt Out/Cash in Lieu incentive option are eligible to re-enroll in the Harlem Health Plan during the next annual Open Enrollment Period or within thirty (30) days experiencing a qualifying event (i.e. change in family status, marriage, birth of a child, death of a family member or divorce). If returning to the Plan mid-year the employee will repay a prorated portion of the Plan in half year increments. Retirees are not eligible for the Opt Out/Cash in Lieu incentive option. Participation in the Opt Out/Cash in Lieu incentive option terminates when the employee is no longer participating in the Harlem Health Plan as an “actively at work” employee.

**O. Employee Opt Out/Cash in Lieu Annual Incentive**

	<b>FY 20-22</b>
Employee Only & Current Waivers	\$ 750
Employee/Spouse	\$ 1,000
Employee/Child	\$ 1,000
Employee/Children	\$ 1,250
Employee/Family	\$ 1,500

**P. Life Insurance:**

a. Secretarial Life Insurance: Life insurance in the amount equal to two (2) times the employee’s annual salary rounded to the nearest one thousand dollars (\$1,000.00) shall be provided by the Board of Education for each employee who works three (3) or more hours daily, but at no time shall an employee receive less than twenty thousand (\$20,000.00) life insurance.

b. All Other Employee Life Insurance: The Board of Education shall provide all employees no less than twenty-thousand dollars (\$20,000.00) life insurance or amounts equal to his/her salary to the nearest one thousand dollars (\$1,000.00) whichever is greater.

**Q. Dental Coverage**

The maximum annual benefit paid under the District Dental Plans \$2,500 per each covered person. Payments of dental claims by the member are not included in the medical plan deductible. When an employee uses the current plan provider dentist, the plan pays eligible, reasonable and customary dental expenses as follows:

- 85% for diagnostic and preventive services, such as exams, cleanings (up to two times in a calendar year), fluoride treatments, and space maintainers (every three years);
- 85% for basic services, such as fillings, endodontics, periodontics, and sealants;
- 50% for major services, such as crowns, orthodontia, jackets, fixed bridges, and dentures;
- \$1,000 lifetime maximum per participant under the age of nineteen (19) years for orthodontia coverage.

Annual maximum for dental benefits is \$2,500 per person. If an employee elects to use a non-Plan dentist who charges more than the Plan allowance for service, the employee must pay the additional cost.

A complete listing of Harlem Dental Plan providers can be found on the District website at [www.harlem122.org](http://www.harlem122.org).

**R. Spouse Coverage**

If a spouse (as defined by law) of a covered employee has health insurance available and his/her employer pays any percentage of the premium, the spouse must enroll in the health insurance plan of his/her employer as their primary carrier. However, nothing prohibits the spouse (as defined by law) from using Harlem's Plan as secondary coverage.

**S. Insurance Committee**

The District will establish an Insurance Committee comprised of up to three (3) HFT representatives, one (1) IFT representative, three (3) administrative representatives, two (2) representatives from each support staff council and two (2) insurance company representatives for the purpose of reviewing the insurance plan, reviewing a synopsis of the claims attributed to the individuals and dependents, reviewing any reimbursements received by the District and other pertinent information relevant to administering and monitoring the insurance plan. The Insurance Committee shall meet at least bi-annually. Nothing precludes the HFT from inviting its independent auditor, at its own cost, to these meetings. The Assistant Superintendent for Human Resources shall be responsible for calling the meetings. The Insurance Committee shall not have the authority to make changes to the insurance plan. The only way changes can be made to the insurance plan is if the Board bargains to agreement with the Union.

**T. Insurance Information Provided to Union/Union Auditor**

Upon request by the HFT, the Board shall provide the HFT with all information as permitted by law regarding the administration and funding of the insurance plan. The HFT may, at its expense, retain an independent auditor to audit the plan at any time prior to any increases taking effect for dependents.

**U. Wellness Program**

a. **Implementation of Program and Employee Benefits Handbook**: The Board shall implement a Wellness Program as a feature of its health care plan ("Plan") for employees. The Wellness Program shall be set forth in the Employee Benefits Handbook ("Handbook"), which shall govern its operations, and the terms and conditions of enrollment and participation in the program. The Wellness Program shall be jointly developed by the Board and the Union through the Wellness Committee. The committee shall review the Wellness Program annually, and any recommended modifications must be bargained to agreement, and then presented to the Board. Scheduling of the Wellness Program annual review must be initiated by June 1 of each year. Any case law or change in statutes that would render this plan illegal if not under a Collective Bargaining Agreement, will trigger an automatic reopening of the contract for Wellness only.

b. **Elements of a Wellness Program**: The Wellness Program will be designed as follows: (1) provide annual Biometric Screening and Health Assessment for covered individuals by a medical professional using current medical guidelines for detection and treatment; (2) create wellness activities and education opportunities for covered individuals; (3) require covered

individuals to participate in wellness activities to the extent required by the Wellness Program; and (4) create incentives for encouraging behaviors that are consistent with good health and wellness.

c. **Surcharge and Incentives:** Members of the Harlem Health Plan will be assessed a surcharge to their health insurance premiums in January of each year. Health plan members will have the opportunity to take part in the Wellness Program to avoid this surcharge. The Wellness Program will also provide incentives for participation beginning with the 2017 Insurance Plan Year. Incentives shall be offered in a cafeteria style menu option as outlined in the Wellness Plan Design options and agreed upon by the Wellness Committee. Surcharges and incentives will be assessed in the following insurance plan year (i.e. completing steps 1 and 2 of the Wellness Program during the 2017 insurance plan year will waive the surcharge for the following insurance plan year 2018).

For the plan years beginning January 1, 2017, members of the Health Plan may avoid a \$50 monthly surcharge by completing Step 1 and Step 2 of the Wellness Plan Design options. In order to avoid the surcharge, staff must complete the required activities for Step 1 by June 30th and for Step 2 by November 30th of that insurance plan year. Failure to complete Steps 1 and 2 will result in the monthly surcharges for the following insurance plan year. From July 1, 2019 through June 30, 2022, new certified staff Members to the Health plan and all support staff members will be eligible to receive a one-time \$25 reimbursement towards the purchase of a smart tracker.

Step 1 of the Wellness Plan Design includes completion of an annual Biometric Screening and Health Assessment as designated by the District Wellness Committee. Staff must complete these by June 30th of each year, with on-site options for the biometric screenings being offered by the Harlem Wellness Program. Members will take a Health Assessment on the BlueCross BlueShield of Illinois “Well onTarget” site. Harlem Wellness Coordinator and Human Resources Department staff will assist individuals with the utilization of the “Well onTarget” (or another comparable online program).

Step 2 of the Wellness Plan Design includes completion of age appropriate preventative screenings, attending wellness seminars, and participating in disease management programs (for autoimmune and rheumatic diseases, metabolic disorder/syndrome, lung diseases, cardiovascular diseases, cancer follow-up, obesity, mental health, eating disorders, tobacco cessation) to earn points. Three (3) “Wellness Points” are required in order to successfully complete Step 2 of the Wellness Plan Design. The Harlem Wellness Program will offer a mixture of on-site and off-site opportunities for staff to earn points. Staff will submit the required documentation and Step 2 completion form to the Wellness Coordinator prior to November 30th of the current insurance plan year.

Participants who successfully complete Steps 1 and 2 of the Wellness Plan Design will then have an opportunity to earn an incentive(s) in Step 3. Participants can earn a Personal Day and/or \$100 by meeting the requirement in Step 3 of the Wellness Plan Design. Staff will be required to fill out a Wellness Incentive Completion Form, along with proof of accomplishment of the activities completed. In order to waive the premium surcharge and receive incentive(s), the correct documentation must be received by the Wellness Coordinator no later than November 30th of the current year. See charts under Wellness Plan Design options.

All Personal Days earned through the Wellness Program must be used by May 1 of the following school year in which they were earned. After that date unused Wellness Personal Days will not be compensated and may not be banked, rolled over into sick days, or used to buy out retirement. Wellness Personal Days are “use it or lose it” days. Nothing is to prohibit the use of Wellness Personal Days in conjunction with other earned Personal Days. Personal Days and \$100 incentives that are earned by employees will be reflected on the second paycheck in January, starting in January of 2018.

New hires and existing employees transferring into a benefited position will not be subject to the surcharge, or be eligible for any incentives in Step 3, until December 1<sup>st</sup> of the following year. New hires who are in the 90-day insurance plan waiting period can start earning points towards Step 3 on December 1<sup>st</sup> with Harlem Wellness challenges.

d. **Wellness Exemption**: Covered individuals who are medically exempt from participation in the plan as written, may collaborate with the Wellness Coordinator to design an individual plan, approved by the Wellness Committee, whereby they can work to achieve offered incentives.

e. **District Programs and Discounts**: The District will make every effort to communicate or facilitate group discounts at health and wellness providers, and promote exercise classes and activities for employees.

f. **District Facilities**: The Harlem Wellness Program will make the best use of current facilities for wellness activities for staff members where and when appropriate. The District will make available the following facilities for the purpose of allowing staff to exercise:

- \* Access to the high school and middle school buildings while custodial staff are present, outside the student attendance day for all district employees to walk/run hallways.
- \* Access to tracks at middle school and high school.

g. **Well onTarget (or other comparable online program)**: Training will be offered from the Wellness Coordinator or the Wellness Liaison annually for all employees. In the event that the Well onTarget program is no longer available, the Wellness Committee will work together to determine a suitable replacement.

h. **Employee Health Confidentiality**: The Harlem School District, Harlem Wellness Coordinator and the Human Resources Department will ensure that all personal health information collected from biometric screening is handled through a third-party vendor that is not affiliated in any way with the Harlem School District. Employee confidentiality will be upheld throughout implementation of the Wellness Program.

**Wellness Plan Design Options**

The Wellness program will consist of the following categories as Steps 1, 2, and 3. This list is not all inclusive, and may be adapted with agreement from the Wellness Committee.

Step 1	Step 2	Step 3
Waive surcharge (\$50 monthly)		Personal Day and/or \$100 (To be eligible you must complete Step 1 & 2)
<p>Biometric Screening and Online Health Assessment</p> <p><b>Due by June 30th of each year</b></p>	<p>Obtain three (3) points:</p> <ul style="list-style-type: none"> <li>• Seminars</li> <li>• Preventive Screenings</li> <li>• Disease Management               <ul style="list-style-type: none"> <li>○ Autoimmune and Rheumatic Diseases</li> <li>○ Metabolic disorders/syndromes</li> <li>○ Lung Diseases</li> <li>○ Cardiovascular Diseases</li> <li>○ Cancer Follow-up</li> <li>○ Mental Health</li> <li>○ Obesity</li> <li>○ Eating Disorders</li> <li>○ Tobacco Cessation</li> </ul> </li> </ul> <p><b>Due by November 30th of each year</b></p> <p>Points can be earned from December 1st of previous year to November 30th of current year.</p>	<p>Complete one (1) menu item from the table following to earn a Personal Day <u>or</u> \$100. Complete an additional menu item to earn the <u>other</u> incentive.</p> <p><b>Due by November 30th of each year</b></p> <p>Completion of menu item(s) from the table following from December 1st of previous year to November 30th of current year.</p>

Complete one (1) menu item below to earn a Personal Day <u>or</u> \$100. Complete an additional menu item to earn the <u>other</u> incentive.
Earn 20,000 Well onTarget Blue Points and/or Harlem District Challenge Points.
Earn an additional 15,000 Well onTarget Blue Points and/or Harlem District Challenge Points for a total of 35,000 Well onTarget Blue Points and/or Harlem District Challenge Points.
Have a step count of over 10,000 steps for 150 days (days do not need to be consecutive and steps may not be connected to earn Blue Points or Harlem District Challenge Points).
Log 30 minutes of exercise for 150 days (days do not need to be consecutive and exercise may not be connected to earn Blue Points or Harlem District Challenge Points).
Log food intake for 150 days (days do not need to be consecutive and food intake may not be connected to earn Blue Points or Harlem District Challenge Points).
Successfully quit smoking for 150 days (days do not need to be consecutive and tobacco tracking may not be connected to earn Blue Points or Harlem District Challenge Points).
Enroll in a fitness or relaxation technique class (es) and attend a minimum of 30 sessions (days do not need to be consecutive and classes may not be connected to earn Blue Points or Harlem District Challenge Points).
Reduce BMI by 1 using normal/healthy BMI guidelines (will need to weigh in and out with school nurse or Doctor).
Reduce BMI by 2 using normal/healthy BMI guidelines (will need to weigh in and out with school nurse or Doctor).
Maintain a Healthy BMI for a period of 3 months using normal/healthy BMI guidelines (will need to weigh in and out with school nurse or Doctor)
Achieve a biometric screening with scores in the normal range in 5 out of 6 measures.

**ARTICLE TWENTY-FIVE - COMPENSATION AND OTHER PAY ISSUES FOR ALL EMPLOYEES EXCLUDING TRANSPORTATION EMPLOYEES**

**Section 1 – Current Employees’ Compensation**

Each current employee’s hourly rate, excluding Transportation employees, shall increase each year as follows and all forms of compensation shall be retroactive to July 1st. Employees shall receive the following increases above and beyond their current hourly rate of pay.

- 2019-2020     \$0.10 + 3.0%
- 2020-2021     \$0.10 + 3.0% or the minimum wage, whichever is higher
- 2021-2022     \$0.10 + 3.0% (payable July 1, 2021 to employees who do not receive pay increase January 1, 2021; payable January 1, 2022 to employees who did receive a pay increase on January 1, 2021.)

**Section 2- Loyalty Incentive Increase**

A one-time increase will be paid to employees who complete five, ten, fifteen and twenty years of service. This amount will be added to the employee’s contracted amount on the first pay period of the year following completion of the five, ten, fifteen and twenty years of service.

Beginning with the 2019-2020 school year:

- Employees who have completed five (5) years of service: \$ .10 per hour
- Employees who have completed ten (10) years of service: 2%
- Employees who have completed fifteen (15) years of service: 2%
- Employees who have completed twenty (20) years of service: 2%

**Section 3 - Minimum Starting Pay**

Any employee who is currently employed shall not receive less than the minimum starting pay for that category.

**Section 4 – Pay Options**

All new non-twelve-month employees shall receive their gross salary in twenty-six (26) equal bi-weekly payments.

Payments shall begin no later than ten (10) workdays after the first employee work day. The Board reserves the right to select the day of the week for the initial pay date and that day shall remain consistent for the school year.

Employees who work five (5) or more hours a day will be issued a contract on or before October 15 of each school year to be signed and returned within five (5) workdays. The contract shall contain dates corresponding to the opening of school. Bus assistants shall be paid on an hourly basis; however, these employees shall be contracted for their annual hours.

Employees who are approved to work additional hours beyond their contracted time shall complete a supplemental bi-weekly time sheet for their administrator to submit to payroll. These additional hours shall be paid in accordance with established payroll timelines.

**Section 5 – Payroll Deductions**

If requested in writing, an employee shall be provided payroll deductions for credit union, dependent insurance, annuities, Union dues and other Board approved deductions. Such authorization shall be submitted no later than ten (10) working days prior to the effective payroll. Such authorization shall not be changed more than two (2) times per fiscal year.

**Section 6 - Starting Pay for New Custodial and Maintenance Employees, Differentials, and Training Incentives**

<b>a. Starting Rates</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Warehouse Clerk	\$ 11.10	\$ 11.65	\$ 12.65
Courier Driver	\$ 11.10	\$ 11.65	\$ 12.65
P.T. Food Service Drivers	\$ 11.10	\$ 11.65	\$ 12.65
Security Guard	\$ 11.10	\$ 11.65	\$ 12.65

<b>Starting Rates</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Day Custodians	\$ 11.35	\$ 11.85	\$ 12.85
Night Custodians	\$ 11.35	\$ 11.85	\$ 12.85
HAC Custodian	\$ 11.35	\$ 11.85	\$ 12.85
Pool Operator	\$ 11.35	\$ 11.85	\$ 12.85
Grounds Crew	\$ 11.35	\$ 11.85	\$ 12.85
F.T. Food Service Driver	\$ 11.35	\$ 11.85	\$ 12.85
Night Foreman	\$ 12.10	\$ 12.45	\$ 13.45
Elementary Head	\$ 12.10	\$ 12.45	\$ 13.45
Machesney Head	\$ 12.60	\$ 12.95	\$ 13.95
Harlem M.S. Head	\$ 13.35	\$ 13.70	\$ 14.70
Maintenance I	\$ 16.10	\$ 16.45	\$ 17.45
Harlem High Head	\$ 13.85	\$ 14.20	\$ 15.20
Maintenance II	\$17. 35	\$17. 70	\$18.70

- b. **New Employees vs. Current Employees:** Except for Sections 6 (e) and (13), a current employee shall make no less than a new employee if working in a similar position.
- c. **Maintenance I to Maintenance II:** An employee hired into the Maintenance II pay rate must have specialized training/certification to qualify for that pay rate. As a Maintenance I employee completes specialized training/certification, the employee shall receive an increase equivalent to the difference in hiring bases of the Maintenance I and Maintenance II positions at the time the training/certification is completed.
- d. **Training and Education Incentives:** HVAC, electrical and plumbers/pipe-fitters certification qualifies under this provision. In addition, any specialized job- related training offered by Rock Valley College, authorized factory training and on-the-job training shall qualify an employee to receive the additional fifty (\$.50) cents per hour increase. An employee shall receive an additional fifty (\$.50) cents per hour for each thirty (30) semester hours for completion of the Rock Valley College job-related training program approved by the Board. An employee shall receive an additional thirty (\$.30) cents per hour for the completion of each thirty (30) class hours of instruction from an authorized factory training program. The Director of Operations shall determine if an employee has achieved sufficient on- the-job training to qualify for an additional one (1) time thirty (\$.30) cents per hour increase under the on-the-job training provision.
- e. **Custodial and Maintenance Unit Credit for Outside the District Experience and Inside District Substitute Experience:** The District may grant twenty cents (\$.20) per hour above the appropriate hiring base for each year of experience (up to 5 years).

**Section 7 – School Assistants’ Compensation**

The hourly base rate for all new School Assistants will be:

**Base Pay:**

July 1, 2019 - June 30, 2020	\$ 9.25
July 1, 2020 - Dec 31, 2020	\$10.00
Jan 1, 2021 – Dec 31, 2021	\$11.00
Jan 1, 2022 - June 30, 2022	\$12.00

**Section 8 – Secondary Resource & Supervisory Managers Compensation**

The hourly base rate for all new Secondary Resource & Supervisory Managers will be:

**Base Pay:**

July 1, 2019 - June 30, 2020	\$10.25
July 1, 2020 - Dec 31, 2020	\$10.50
Jan 1, 2021 – Dec 31, 2021	\$11.50
Jan 1, 2022 - June 30, 2022	\$12.50

**Section 9 – Communications Specialist Compensation**

The hourly base rate for a new Communications Specialist will be:

**Base Pay:**

2019 – 2020	\$15.75
2020 – 2021	\$16.00
2021 – 2022	\$16.25

**Section 10 – Secretarial Starting Pay**

All new employees shall be paid the appropriate salary when placed in one of the following levels:

**Level A Base Pay**

July 1, 2019 - June 30, 2020	\$9.90
July 1, 2020 - Dec 31, 2020	\$10.15
Jan 1, 2021 – Dec 31, 2021	\$11.00
Jan 1, 2022 - June 30, 2022	\$12.00

**Level B Base Pay**

July 1, 2019 - June 30, 2020	\$10.80
July 1, 2020 - Dec 31, 2020	\$11.05
Jan 1, 2021 – Dec 31, 2021	\$11.40
Jan 1, 2022 - June 30, 2022	\$12.10

**Level C Base Pay**

July 1, 2019 - June 30, 2020	\$11.70
July 1, 2020 – June 30, 2021	\$11.95
July 1, 2021 – June 30, 2022	\$12.35

**Level D Base Pay**

July 1, 2019 - June 30, 2020	\$13.20
July 1, 2020 – June 30, 2021	\$13.45
July 1, 2021 – June 30, 2022	\$13.85

**Section 11 – Principal/Office Secretary - Additional Responsibilities/Compensation**

If an administrator is not available in the building for at least fifty percent (50%) of the student day, the principal’s secretary shall receive her regular pay plus a One Hundred Dollar (\$100) stipend for that day. If an administrator and the principal’s secretary are absent from the building simultaneously for at least fifty percent (50%) of the student day, the office secretary shall receive her regular pay plus a One Hundred Dollar (\$100) stipend for that day. The secretaries shall complete a timesheet for these occurrences.

The time sheet shall be signed by the Building Principal and forwarded to the Payroll Office. This sum shall be paid in accordance with the District’s payroll guidelines. This sum shall be included in the next payroll check.

If the principal’s secretary is absent at an elementary building, the office secretary shall receive the starting rate of pay for Secretarial Level 3 pay for that day. The office secretary shall complete a timesheet. The time sheet shall be signed by the building Principal and forwarded to the Payroll Office. This sum shall be included in the next payroll check following submission of the time sheet.

The secretary shall work within the established District guidelines to resolve any issues in the absence of the Principal.

**Section 12– ParaEducators’ Compensation**

The hourly base rate for all new ParaEducator employees will be:

**Level A ParaEducator Base Pay:**

July 1, 2019 - June 30, 2020	\$10.10
July 1, 2020 - Dec 31, 2020	\$10.45
Jan 1, 2021 - Dec 31, 2021	\$11.10
Jan 1, 2022 - June 30, 2022	\$12.45

**Level B ParaEducator Base Pay:**

July 1, 2019 - June 30, 2020	\$10.80
July 1, 2020 - Dec 31, 2020	\$11.15
Jan 1, 2021 - Dec 31, 2021	\$11.80
Jan 1, 2022 - June 30, 2022	\$13.15

ParaEducators in Level A who substitute for a ParaEducator in Level B, shall receive pay equivalent to the difference in hiring bases between Level A and Level B. The ParaEducator will submit a timesheet for the hours worked.

Level B ParaEducators who are re-assigned to a Level A position after October 1 shall be paid at the Level B rate for the remainder of that school year.

**Section 13 – ParaEducators’ Credit**

Upon being hired as a new employee, the District shall grant an increase of ten cents (\$0.10) per hour above the appropriate hiring base for each year of experience as a ParaEducator, up to a maximum of ten (10) years.

**Section 14 – Registered Nurses’ Compensation**

The hourly base rate for all new Registered Nurse employees will be:

**Base Pay:**

2019 – 2020	\$24.00
2020 – 2021	\$24.50
2021 – 2022	\$25.00

**Section 15 - Assistants, ParaEducators, Secretarial, Registered Nurses, Staff Overtime and Compensatory Rates**

Assistants, ParaEducators, and Secretarial staff who need to stay beyond their regularly scheduled work day shall be allowed to take flex time, comp time, or pay at his/her appropriate hourly rate of pay. Registered nurse staff who need to stay beyond their regularly scheduled work day shall be paid at his/her appropriate hourly rate of pay. The employee and the building Principal/Administrator shall mutually agree to this choice. All overtime must have the prior approval of the employee's immediate supervisor. If an employee's work week is less than forty (40) hours, he/she shall be compensated at his/her regular rate of pay, if applicable, and flex or comp time shall be calculated at equal time-off. If an employee's work week exceeds forty (40) hours, he/she shall be compensated at one and one-half (1½) times his/her hourly rate of pay, or if applicable, he/she shall receive flex or comp time at one and one half (1½) times the employee's hours worked. For the purpose of calculating overtime, the forty (40) hours worked in a regular work week shall exclude sick leave, vacation days and personal leave time.

The building Principal/Administrator shall make a good faith effort to equalize work beyond the regular scheduled work day which may occur from time to time for general program assistants in his/her building.

**Section 16 – Accumulated Compensation Time**

Employees shall not be allowed to accumulate more than thirty (30) hours of comp time without using a portion of the time as time off or requesting compensation for all or part of it. Any employee who accumulates thirty (30) hours of comp time must use it in the same school year as it was worked and earned. Any leftover comp time will be paid out to the employee in the last payroll check in June.

**ARTICLE TWENTY-SIX – CUSTODIAL AND MAINTENANCE  
OVERTIME/COMPENSATORY TIME PROVISIONS**

**Section 1 – Overtime Hours**

Any time beyond the forty (40) hours worked (Monday - Friday) shall be considered overtime. The forty (40) hour week shall exclude sick and personal leave for the purpose of calculating overtime for the forty (40) hours worked in a week. However, any employee on sick or personal leave who is called-back/called-in to work due to an emergency shall receive overtime compensation at the rate of one and one-half times (1 ½) his/her hourly rate of pay.

- a. Overtime hours within each of the buildings shall be rotated equally and tracked monthly. The Head Custodian of each building shall submit a report of the monthly overtime hours stating who worked and how many hours were assigned to each employee and shall be sent to the Director of Operations on the 30th of each month. A copy of this monthly report shall be sent to the Council President upon request.
- b. Employees who have used sick leave within the week of their rotation will have the option to work for straight time for those hours only or pass on their rotation.

**Section 2- Overtime Rate**

An employee will have the option to receive compensatory time or overtime pay for hours worked beyond his/her forty (40) hour workweek. Request to use comp time shall be given to the employee's immediate supervisor at least eight (8) hours in advance if the employee intends to use four (4) hours or less of comp time and twenty-four (24) hours for use of a full day of comp time. When an eight (8)/twenty-four (24) hour notice is not possible, the employee may request special approval from his/her immediate supervisor to use comp time. Comp time requests shall be granted unless operations in the department will be seriously disrupted by the employee's absence. All overtime pay shall be compensated at one and one-half times (1-1/2) the employee's hourly rate. All compensatory time shall be calculated at one and one-half times the hours worked.

**Section 3 – Accumulated Compensation Time**

Employees shall not be allowed to accumulate more than thirty (30) hours of comp time without using a portion of the time as time off or requesting compensation for all or part of it. Any employee who accumulates thirty (30) hours of comp time must use it in the same school year as it was worked and earned. Any leftover comp time will be paid out to the employee in the last payroll check in June.

**Section 4 - Work outside the Regular Shift**

Employees within the Custodial/Maintenance bargaining unit shall not be used as substitutes in other bargaining units or other departments unless all personnel and substitutes in the other bargaining unit or other departments have been assigned to duties.

The District shall establish a sub-list of unit employees who are willing to substitute on a shift outside the employee's regular shift. These employees shall be paid their appropriate hourly rate for these additional hours of work.

An employee who is called-back to work after leaving for the day (alarm, drive bus, other) and if the work is outside of his/her regularly scheduled work hours, the employee shall be paid

time and one-half for hours worked during this period with a guaranteed minimum of two (2) hours overtime pay.

### **Section 5 – Waiver of Overtime**

All departments shall follow the procedures outlined in this section through Section 11 below when seeking volunteers from the Custodial and Maintenance department for overtime activities.

Employees shall be able to waive their right to be called for overtime. If an employee does not wish to accept overtime outside of his/her building/position or does not wish to accept overtime at all, the employee shall complete a form furnished by the Department.

This form must be distributed to employees on or about February 1st and collected no later than on or about February 15th each year. The form shall list the employee's name, date, his/her building/position and what type of overtime the employee is waiving. Once the list is complete, a copy shall be sent to the Council President. This waiver shall be effective for one (1) year and shall be renewed each February. If the employee's circumstances change during that year and the employee needs to work overtime, he/she shall contact the Director of Operations and request that his/her name be removed from the waiver. The updated list will then be drafted and sent to the employee and the Council President as soon as possible.

### **Section 6 - Building Overtime**

The Department shall first offer overtime to the most senior custodians in the building for which overtime is required.

The next time overtime is needed in that building, the Director of Operations or head custodian will start with the next most senior custodian in that building and again rotate down through the list until the overtime needs are met. Each time thereafter, the Director of Operations or head custodian will continue the rotation in the same manner starting with the most senior custodian in the building who has not been asked and rotate through the list returning to the top only after all custodians in the building have had an opportunity to accept or reject overtime. The overtime hours should be kept as equal as possible among those employees in the building who accept overtime. If the overtime needs of that building are not met with the building custodians, then the Director of Operations shall move to the seniority list and follow the procedures below.

A form shall be developed for each building to track overtime hours. This form shall list the employee's name, the date overtime was accepted or rejected and the number of hours worked. This building list shall be posted in the custodial work area.

### **Section 7 – Overtime Outside of Building**

If all of the building custodians refuse overtime or the Department does not have sufficient building custodians to fill the overtime needs, the Director of Operations shall start at the top of the District seniority list and ask the most senior custodian who is not in the building. The Director of Operations shall then rotate through the District list by seniority asking each custodian if he/she wants the overtime until the Department has sufficient personnel to fill the overtime needs.

### **Section 8 - Next Offer of Overtime Outside Building**

The next time overtime is needed outside of a building; the Director of Operations will start with the next most senior custodian on the list who has not been asked and again rotate down

through the District seniority list until the overtime needs are met. Each time thereafter, the Director of Operations will continue the rotation in the same manner starting with the most senior custodian who has not been asked and rotate through the list returning to the top only after all custodians have had an opportunity to accept or reject overtime.

**Section 9 - Overtime Offered Outside of Department**

Overtime is voluntary unless the Director of Operations cannot find sufficient personnel to take the overtime. In these instances, the Director of Operations shall first ask the custodians in the building where the overtime is offered. If the overtime is not accepted the supervisor shall rotate through the District seniority list beginning with the most senior custodian (food service drivers and security personnel shall be included in the summer rotation) who has not had the opportunity to accept this overtime and continue rotating through the seniority list until all custodians have been asked. If the overtime is still not accepted, the Director of Operations shall offer the overtime first to the Grounds personnel, second to Maintenance Personnel, third to all other bargaining unit personnel and last to the substitutes in the District. If still no one accepts the overtime, the Director of Operations shall assign the overtime to the least senior custodian on the District seniority list. If more than one custodian is needed, the Director of Operations shall use inverse seniority, selecting the least senior and moving up the seniority list from the bottom.

**Section 10 – Acceptance -Rejection of Overtime Form**

A form shall be developed to record if an employee passes or accepts District overtime hours. As a custodian passes or accepts overtime, the date shall be noted beside the custodian’s name so that a record is kept that it has been offered and the employee has either passed or accepted the overtime. Each time overtime is offered, a copy of the pass-accept list shall be sent to the Council President as soon as practicable. Once a full rotation through the seniority list is complete, a new form shall be started to record the next round of overtime offered.

Employee’s Name	Department	Date of Overtime	Pass/Accept
1.			
2.			
3.			
4.			

**Section 11 - Overtime in Other Departments**

If overtime is needed in other departments, the following procedures shall apply:

- a. **Maintenance**: If overtime is needed in the maintenance department, it shall be offered only to maintenance employees. The Director of Operations shall offer the overtime hours to the most senior qualified maintenance employee in the District and then rotate through the maintenance seniority list until overtime needs are met. The Director of Operations shall rotate through the maintenance list in the same manner as described above for the custodial department.
- b. **Grounds**: If overtime is needed in the grounds department, it shall be offered to the most senior qualified grounds person. The Director of Operations shall offer the overtime hours to the most senior grounds employee and then rotate through the grounds seniority list

until overtime needs are met. The Director of Operations shall rotate through the grounds list in the same manner as described above for the custodial department.

c. **Event Parking:** Overtime for evening event parking shall first be offered to the grounds department, then to the custodial employees in the building where the event is held and finally to day custodians outside the building. The Director of Operations shall follow the same procedures outlined above rotating through each list until the overtime needs are met.

d. **Snow Removal:** In the event snow removal of District parking lots cannot be accomplished in a timely manner as determined by the Director of Operations, the Director will call and assign such duties to members of a snow removal pool which includes District mechanics and maintenance personnel. The calls are to be made in order of seniority and on a rotating basis whenever possible. Building custodians will be required to remove snow at their assigned buildings during their working hours or during overtime.

e. **Other Departments (Bus Mechanics, Food Service, Security, Warehouse, Courier, Pool Operators):** If overtime is needed in any other department not outlined above, the overtime hours shall be offered to the most senior qualified person in the specific department where the overtime is needed. The Director of Operations shall offer the overtime to the most senior employee in that department and then rotate through that specific seniority list asking only those personnel in that department until overtime needs are met. The Director of Operations shall rotate through that department list in the same manner as described above for the custodial department. If the overtime needs cannot be filled with personnel from that department, then the Director of Operations shall start with the most senior bargaining unit employee and rotate through that list until overtime needs are met.

**Section 12- Waiver of Overtime Form**

The Director of Operations shall develop a waiver of overtime form as described below and distribute to employees within this department prior to February 15th each year. The employee shall complete the form and return it to the department supervisor no later than February 15th if he/she wishes to waive his/her right to be offered overtime for the upcoming year. The department supervisor shall forward the form to the Director of Operations. The following conditions apply to the waiver.

- a. An employee shall be able to waive his/her right to be called for overtime. If an employee's circumstances change during the year and he/she needs to be called to work overtime, the employee shall contact the Director of Operations and request that his/her name be removed from the waiver list. At that time, the Director of Operations shall notify the Council President of the change.
- b. If an employee does not wish to be called for overtime outside of his/her building or position or if he/she does not wish to be called for overtime at all, the employee shall check one or both of the boxes as found below and found on the form.

\_\_\_\_\_ I do not wish to be called for overtime outside of my building or position.

\_\_\_\_\_ I do not wish to be called for District overtime at all.

The form shall have a place for the signature of employee, the building/position held in the District and a place to date the form at the time of signature. Waivers shall be effective for one (1) year and shall be renewed each February.

**ARTICLE TWENTY-SEVEN - TRANSPORTATION COMPENSATION AND OTHER PAY ISSUES**

**Section 1 – Current Employee’s Compensation**

Each current employee’s hourly shall increase each year as follows and all forms of compensation shall be retroactive to July 1<sup>st</sup>. Employees shall receive the following increase above and beyond their current hourly rate of pay.

2019-2020	\$0.10 per hour + 3.0%
2020-2021	\$0.10 per hour + 3.0%
2021-2022	\$0.10 per hour + 3.0%

**Section 2 – Bus Assistants’ Compensation**

Employees shall receive the Bus Assistants’ hourly rate of pay as outlined below. Employees who work an extended school year or who work during the summer shall be paid the same rate of pay as the employee was paid the previous school year up until June 30th. Thereafter, the employee shall receive his/her new rate of pay effective July 1st of that year.

The hourly base rate for all new Bus Assistants will be:

**Base Pay:**

July 1, 2019 - June 30, 2020	\$9.25
July 1, 2020 - Dec 31, 2020	\$10.00
Jan 1, 2021 – Dec 31, 2021	\$11.00
Jan 1, 2022 - June 30, 2022	\$12.00

- a. **Bus Assistant Trainer** – A Bus Assistant Trainer shall be paid their hourly rate plus twenty cents (.20) per hour.

**Section 3 - Dispatcher, Head Bus Mechanic & Assistant Bus Mechanic Compensation**

If a Dispatcher works beyond the two hundred days (200), he/she shall be paid the same rate of pay as the Dispatcher was paid the previous school year up until June 30th.

<b><u>Base Pay</u></b>	<b><u>2019-2020</u></b>	<b><u>2020-2021</u></b>	<b><u>2021-2022</u></b>
Dispatcher	\$ 16.25	\$ 16.50	\$ 16.75
Head Bus Mechanic	\$ 18.00	\$ 18.25	\$ 18.50
Assistant Bus Mechanic	\$ 15.00	\$ 15.25	\$ 15.50

**Section 4 – Drivers’ Compensation and Salary Schedules**

All driver contracts shall be based on core assignments and any extra duty pay as defined below in this Section. Payment for additional assignments per the following schedule will be submitted by the employee on a timesheet and paid in accordance with payroll timelines.

All contracted work includes shuttles. Job shuttles and band shuttles (less than three (3) days will not be contracted).

**EXTRA DUTY PAY**

Mid-Day Route.....	1/2 Assignment Pay
Alternate Half Route .....	1/4 Assignment Pay
Combination/Lack of Equipment Pay .....	1/4 Assignment Pay
Additional Attendance Center Stop.....	1/4 Assignment Pay
Non-Harlem School District Day Route Pay .....	1/2 Assignment Pay

**ADDITIONAL ASSIGNMENTS FOR 2020 - 2022**

Driver District Hourly Excluding Bus Aide Substitution Rate	\$14.60
Extra-runs	\$14.60
Extra-runs Over 75 Miles	\$15.60
After School Routes	\$17.45
District Shuttles	\$ 9.50
Out of District Shuttles	\$13.50
Out of District Shuttles over 1.75 Hours	1/2 route
Longer Shuttles More Than 1 Stop Not More Than 3	\$13.50
Four or More Shuttles	\$14.50
Drivers Bus Aide Substitution	1/4 route
New Driver Training Pay	\$12.45

**SALARY SCHEDULES**

2019 – 2020 School Year										
District Seniority (Experience)	Year 0	Year 1	Year 2	Year 3-4	Year 5*	Year 6 - 8	Year 9	Year 10-11	Year 12-14	Year 15+
Step 1	\$63.72	\$75.09	\$83.16	\$84.05	\$84.45	\$84.91	\$85.80	\$87.51	\$88.40	\$91.06
Step 2								\$90.51	\$91.41	\$94.13
Step 3								\$95.00	\$95.90	\$98.70
2020 – 2021 School Year										
District Seniority (Experience)	Year 0	Year 1	Year 2	Year 3-4	Year 5*	Year 6 - 8	Year 9	Year 10-11	Year 12-14	Year 15+
Step 1	\$66.04	\$77.75	\$86.07	\$86.98	\$87.38	\$88.28	\$88.78	\$90.55	\$91.46	\$94.21
Step 2								\$93.64	\$94.57	\$97.36
Step 3								\$98.26	\$99.19	\$102.07
2021 – 2022 School Year										
District Seniority (Experience)	Year 0	Year 1	Year 2	Year 3-4	Year 5*	Year 6 - 8	Year 9	Year 10-11	Year 12-14	Year 15+
Step 1	\$68.44	\$80.50	\$89.06	\$90.00	\$90.40	\$91.76	\$91.86	\$93.68	\$94.62	\$97.44
Step 2								\$96.86	\$97.82	\$100.69
Step 3								\$101.62	\$102.58	\$105.55

**\*Upon completion of five full years of service, the incentive will be paid beginning July 1 of the following contract year.**

Note: The Loyalty Incentive Increase referred to in Section 6 of this Article has been built into the following Salary Schedules and is not given in addition to the charted amounts in Year 10-11, Year 12-14 and Year 15+. Employees starting mid-year need to check with Human Resources regarding when they are eligible for the incentive.

If an employee starts employment midyear, the stipend will begin the following year. You may contact the Assistant Superintendent for Human Resources for clarification of the longevity stipend.

**Section 5 - Movement on Salary Schedule**

All new hires shall be placed on Step 1, Year 0. All employees shall only advance horizontally across the step on which the employee was hired based on years of experience as reflected in the above chart. No one moves down the schedule vertically from step to step. Any employee who has been “grandfathered” on Step 4 shall move across that step horizontally until reaching fifteen or more years of experience.

**Section 6- Loyalty Incentive Increase**

A one-time increase will be paid to employees who complete ten, fifteen and twenty years of service. This amount will be added to the employee’s contracted amount on the first pay period of the year following completion of the ten, fifteen and twenty years of service.

- Employees who have completed ten (10) years of service: 2%
- Employees who have completed fifteen (15) years of service: 2%
- Employees who have completed twenty (20) years of service: 2%

**Section 7 – Lead Trainer Certification**

A Lead Trainer shall receive thirty cents (\$0.30) more per hour so long as he/she maintains a valid Third-Party Tester Certification.

**Section 8 - New Driver Training**

New drivers shall be paid at the new driver training pay rate. However, the pay shall not be awarded until the driver has completed the CDL process and he/she has been successfully employed for ninety (90) workdays.

**Section 9 - License/Exam/Tests**

The District shall pay the cost of a driver’s license and cost of such defensive driving course, as may be mandated by law. The District shall pay for the cost of any required physical exam and drug/alcohol test at the rate charged by the District selected clinic. Any cost incurred above this rate will be the liability of the employee. If a driver is called for a random drug test, the driver shall be paid the District hourly rate of pay for each hour at the clinic when not contracted.

**Section 10 - Renewals**

If a driver is not able to drive while taking the required test and CDL renewal, and it was not possible to schedule the tests except during driving time, the driver’s pay shall not be deducted for the time he/she misses, up to a maximum of one (1) day’s pay. Drivers will have the option to test with the District third party tester or take their test at the DMV.

### **Section 11 - Paid Meetings**

Employees shall be paid the District hourly rate for attending meetings called by the Director of Transportation or other administrators.

### **Section 12 - Exam and Prescription Lens Reimbursement**

Each employee required to drive a bus shall be reimbursed up to a maximum of one hundred twenty-five dollars (\$125) every other year for eye exams and prescription lenses. Payment shall be made after receipt of the bill from the employee.

### **Section 13 - Salary Time Sheet Procedures**

All employees shall submit time on the computer/tablet provided. Hourly employees shall complete and submit weekly time sheets when required, no later than noon on Monday for the previous week. The forms shall be submitted to the Director of Transportation; however, the first timesheet of the school year shall be submitted on the initial payday of that year. If an employee is absent for any reason, he/she can submit the time sheet to the Director of Transportation upon return. The first paycheck of the school year for hourly employees shall be no later than the second payroll period for the District of the school year.

### **Section 14 - Overnight Reimbursements**

When a driver is required to be away from the District overnight, the District shall be responsible for making the room arrangements and shall be responsible for the room and the tax. Additional room charges shall be the responsibility of the employee. Employees shall be reimbursed for meals at the rate of five dollars (\$5.00) for breakfast, seven dollars and fifty cents (\$7.50) for lunch and ten dollars (\$10.00) for dinner based on receipts tendered by the employee. No reimbursement will be made for alcoholic beverages. All pay shall be based on at least a twelve (12) hour day.

### **Section 15 - Loss of Regular Runs**

If a driver has an extra-run during his/her contracted assignment(s) time, he/she will receive the hourly rate of pay during non- contracted hours only. The payable hours will be listed/posted at the beginning of the school year for all extra-run drivers/backup drivers and updated as needed.

### **Section 16 - Tolls and Other Approved Expenses**

Drivers shall be reimbursed for tolls and other expenses pre-approved by the Director of Transportation. The driver shall submit receipts for reimbursement to the Director of Transportation.

### **Section 17 - Summer Work Roster, Pay and Bidding**

A summer work roster that also lists the change in assignment pay if any, shall be posted no later than the first Wednesday in May each year to allow any full-time drivers and assistants interested in summer work to sign-up. A driver/assistant shall be able to remove his/her name from the list at any time during the summer. This list shall include summer work for drivers, assistants and District work (including cleaning buses). Only bus drivers who hold a CDL can be selected for driving assignments.

When routes/shuttles become available during the summer, these routes/shuttles shall be offered to the most senior driver available among those drivers who are on the summer work roster. Only District drivers shall be eligible to bid for summer driving work unless there are insufficient District drivers to cover the work activity. The most senior driver who signed the summer work roster and is available to drive shall be offered available routes when a driver is

absent. Time off during the summer schedule, for any reason, will be limited to two absences per 16 days worked (one absence equals an unpaid day). Upon the third absence, an automatic removal from the route for the summer will result. A failure to call during a summer route will result in automatic removal for the remainder of the summer.

**Section 18 - Safety Committee and Bonus**

A safety committee shall be formed at the beginning of each year in September and shall be comprised of three (3) Union members who have at least two (2) years District driving experience elected by the Union, one (1) person from the bus maintenance staff, one (1) bus aide, the dispatcher, the Lead Trainer, the Director of Transportation and the Union President. The committee shall review bus conditions, bus incidents, bus accidents and other issues that relate to the safety of the drivers and students. The committee shall meet at least once each month from September through May. Minutes of these committee meetings shall be posted within one (1) week following the meeting. The committee shall post any resolution or solution to a problem on the bulletin board. This committee shall not have the authority to make decisions which impact wages, hours, terms and conditions of employment without Agreement of the District and the Union. Members of the committee who are covered by this Agreement shall receive the District hourly rate of pay for serving on this committee.

A safety bonus shall be paid to each contracted driver who has a safe driving record. If a driver has a preventable accident or incident that causes damage to any property while maneuvering the bus, he/she shall not receive this bonus. For each semester of successful driving without incident, the driver shall be paid at the following rates: If repairs are needed, drivers will lose their safety bonus and will be provided written notice stating the reason why.

Semester One	\$ 40.00
Semester Two	\$ 45.00
Semester Three	\$ 75.00
Semester Four	\$ 80.00
Semester Five	\$105.00
Semester Six	\$115.00
Each Semester Thereafter	\$125.00
Summer	\$ 50.00

However, if a driver has a preventable accident or incident after receiving any safety bonus, the driver must start over at the base safety bonus rate established for Semester One. This safety bonus shall be pro-rated for the portion of the year the driver is employed if he/she has not completed an entire year of service with the District. For purposes of this Section, a school year shall be defined as July 1 through June 30. The safety bonus shall be paid in the first payroll period following July 1.

**Section 19 – In-service Training**

If funds are available, the District shall provide in- service workshops for all employees throughout the year consistent with the manner in which the District has offered the workshops in the past.

The District shall provide in-service training for drivers, bus assistants, mechanic and dispatcher on securing wheelchairs on vans and buses, lift operations, lifting techniques, and adjusting belts as soon as possible after their hire. These employees shall be compensated at

his/her hourly rate of pay (or District hourly work rate for drivers) during this in-service training.

**Section 20 - Definition of Mock Runs and Rate of Pay**

Mock Runs that occur outside of a SIP Day are to be paid at the District hourly rate.

**Section 21 – Transportation Payable and Contracted Hours for Overtime**

The forty (40)-hour week shall exclude sick and personal leave time when calculating the forty (40) hours worked in a seven (7) day period (Sunday through Saturday). If an employee’s work week exceeds forty (40) hours, he/she shall be compensated at one and one half (1- 1/2) times his/her hourly rate; except that non-paid holidays shall be calculated as double time. For the purposes of calculating overtime, the forty (40) hours worked in a regular work week (i.e. Sunday through Saturday) shall exclude sick leave, and personal leave time.

A pre-trip inspection shall be calculated at .25 hours for drivers. All other contracted hours and payable hours shall be mutually agreed to by the Director of Transportation or his/her designee and the employee and placed in writing. These hours shall be recalculated during the year as assignments change.

**Section 22 – Accumulated Compensation Time**

Employees shall not be allowed to accumulate more than thirty (30) hours of comp time without using a portion of the time as time off or requesting compensation for all or part of it. Any employee who accumulates thirty (30) hours of comp time must use it in the same school year as it was worked and earned. Any leftover comp time will be paid out to the employee in the last payroll check in June.

**ARTICLE TWENTY-NINE - WAIVER OF MID TERM BARGAINING**

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

**ARTICLE THIRTY - WORK STOPPAGE - NO STRIKE CLAUSE**

Employees covered by this contract shall not cause, engage in or sanction during the terms of the Agreement any concerted action such as a strike, slowdown, public demonstration or any action within the District that may disrupt the normal functioning of the school District; nor shall there be any interruption of work during the term of this Agreement because of any dispute or disagreement between any other person, other employees or Unions who are not signatory parties of this Agreement. Transportation employees agree that they will not engage in a mass sick call and they shall not honor or refuse to cross any picket line whether related to primary or secondary activity.

In the event that certified employees alter the school calendar due to a strike, any employee who works less than a twelve-month work contract shall work their previously established work year as defined in the original school calendar prior to the strike. In addition, each employee shall be paid his/her per diem for each day the school year is extended due to a strike. An employee will only be required to work until such time students are dismissed for the year and the work is completed at his/her worksite.

### **ARTICLE THIRTY-ONE - SAVINGS CLAUSE**

If any clause, paragraph, section, or article in this Agreement should be declared illegal by a court of competent jurisdiction or in the event it is judged contrary to the Constitution of the State of Illinois and/or of the United States, by any court of official jurisdiction, then that clause, paragraph, section or article should be considered null and void and the Union and the Board shall negotiate the impact of the change in the law. All other language in this Agreement shall remain in full force and effect for the duration of this Agreement.

### **ARTICLE THIRTY-TWO – NO REPRISALS**

The Board of Education and the Harlem Federation of Support Staff Council, Local #540, agree that there shall be no retaliation, reprisal, restraint, coercion, or discrimination in any form against the Board of Education or Harlem Federation of Support Staff Council, Local #540, their members, bargaining unit members, agents, officers, administrators, employees, children or any other family members of the foregoing for any action taken or not taken by the District or Union prior to or during a strike.

### **ARTICLE THIRTY-THREE -DISCLAIMER**

Any mistake or error made in the printing of this contract is a result of the printing company and thus does not represent any change or revision to the meaning and/or interpretation of any provisions or articles under this Agreement as negotiated by the Harlem Federation of Support Staff and the Harlem Board of Education.

### **ARTICLE THIRTY-FOUR – TERMS AND DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2019 and shall continue in full force and effect until midnight, June 30, 2022 and thereafter from year to year unless terminated, amended, or modified by the mutual agreement of the parties. This Agreement shall be reopened to bargain a new agreement prior to June 30, 2022. Any and all agreements reached during negotiations shall become incorporated into and become a part of this Agreement and shall be effective as of July 1, 2019 and shall continue in full force and effect until midnight, June 30, 2022. This Agreement shall constitute the full and complete commitments between both parties.

## **APPENDICES**

**Medical Benefits Summary Chart**

**Student Incident Report**

**HARLEM SCHOOL DISTRICT 122 SUMMARY OF BENEFITS**

General Information	PPO- 1000 PLAN		PPO- 1500 PLAN		HSA PLAN	
PLAN DESIGN FEATURES	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK
Calendar Year Deductible (Combined in & Out-of-Network)	EE/EE+1/Family	EE/EE+1/Family	EE/EE+1/Family	EE/EE+1/Family	EE/Family	
Years 1-3	\$1000 Per Person	\$1500 Per Person	\$1500 Per Person	\$3000 Per Person	EE \$2800 / Family \$5600	
Out-of-Pocket Maximum (Includes Deductible)	\$2500 per person per year	\$7000 per person per year	\$3000 per person per year	\$8000 per person per year	EE \$6550 / Family \$13100	
Pre-certification	Pre-certification is strongly encouraged for inpatient hospitalization. Failure to do so may reduce benefits.				Pre-certification is strongly encouraged for inpatient hospitalization. Failure to do so may reduce benefits.	
	<b>PPO Plans In-Network</b>		<b>PPO Plans Out-Network</b>			
<b>PHYSICIAN SERVICES</b>						
Physician Office Visit	\$30 Co-pay		50% / 50%		Deduct then 80% / 20%	50% / 50%
X-ray/Lab	\$25 Co-pay per service per visit		50% / 50%		Deduct then 80% / 20%	50% / 50%
MRI/CT/PET Scan	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Pre-Postnatal Care	\$30 Co-pay		50% / 50%		Deduct then 80% / 20%	50% / 50%
Medical/Surgical Services done in PCP or Specialist's office visit	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Preventive Care - Office Care, Physical Exams, Well Child Care **	100% Deductible waived		Not available, no coverage		100% Deductible waived	Not available, no coverage
<b>CANCER SCREENINGS</b>						
Colorectal Cancer Screening **	100% Deductible waived		Not available, no coverage		100% Deductible waived	Not available, no coverage
Pap Smear with office visit One per year **	100% Deductible waived		Not available, no coverage		100% Deductible waived	Not available, no coverage
Routine Mammogram One per year **	100% Deductible waived		Not available, no coverage		100% Deductible waived	Not available, no coverage
Prostate test with office visit One per year over 40 years **	100% Deductible waived		Not available, no coverage		100% Deductible waived	Not available, no coverage
** Frequency of the above coverages is subject to recommended American Medical Association Guidelines **						
<b>HOSPITAL CARE</b>						
Inpatient Expenses/Services	\$250 co-pay		50% / 50%		Deduct then 80% / 20%	50% / 50%
Outpatient Expenses/Services	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Outpatient Facility - X-ray or Labs	90% / 10%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Outpatient Facility – Imaging (MRI/CT/PET Scan)	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Physician Inpatient Visits	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Surgical Services	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Additional Surgical Opinions	90% / 10%		50% / 50%		Deduct then 80% / 20%	50% / 50%
<b>EMERGENCY</b>						
Emergency Medical Care (ER)	90% / 10% No Deductible. \$350 Co-pay for Non-Emergent Service Co-pay is waived if admitted for true emergency				Deduct then 80% / 20%	Deduct then 80% / 20%
Ambulance Transportation	80% / 20%		80% / 20%		Deduct then 80% / 20%	Deduct then 80% / 20%
Urgent Care/Walk in Clinic (Utilizing Harlem's approved listing of Urgent Care Centers)	\$40 Co-pay, then 100%		50% / 50%		Deduct then 80% / 20%	50% / 50%

<b>Laboratory &amp; X-Ray</b>						
Diagnostic X-ray or Labs other than Dental or during hospital confinement (excludes MRI's/CT/PET Scans)	90% /10%		50% / 50%		Deduct then 80% / 20%	50% / 50%
MRI's/CT/PET Scan	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Preventive X-ray or Labs other than Dental	100% Deductible waived		Not available, no coverage		Deduct then 80% / 20%	50% / 50%
Radiation Therapy/Chemotherapy	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Chiropractic Services (Combined In & Out-of-Network)	\$40 Co-pay		50% / 50% Maximum 40 Visits per calendar year		Deduct then 80% / 20%	50% / 50%
Naprapathic Services (Combined In & Out-of-Network)	\$30 Co-pay		50% / 50% Maximum \$1,500 per calendar year		Deduct then 80% / 20%	50% / 50%
Private Duty Nursing	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Allergy Treatment & Testing	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Colostomy Supplies	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Diabetic Supplies	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Dialysis	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Durable Medical Equipment	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Hearing Exams	80% / 20%		Not available, no coverage		Deduct then 80% / 20%	Not available, no coverage
Hearing Aids and related expenses	District cost capped at \$1000		District cost capped at \$1000		District cost capped at \$1000	N/A
Prosthetic devices/Orthopedic Appliances due to illness or injury and their repair	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Speech Therapy (if due to illness, injury or surgical procedure)	\$30 Co-pay		50% / 50%		Deduct then 80% / 20%	50% / 50%
Occupational Therapy	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Physical Therapy	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
TMJ Treatment	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
<b>EXTENDED CARE</b>						
Skilled Nursing Facility	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Hospice Care	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Home Health Care/Outpatient Consultation	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
<b>MENTAL HEALTH/CHEMICAL DEPENDENCY</b>						
Inpatient/Outpatient Facility Acute Care Hospital, Psychiatric Hospital or Substance Abuse Treatment Facility	\$250 Co-pay		50% / 50%		Deduct then 80% / 20%	50% / 50%
Outpatient Mental Health/Chemical Dependency	\$30 Co-pay		50% / 50%		Deduct then 80% / 20%	50% / 50%
<b>FACILITY CHARGES</b>						
	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
<b>PRESCRIPTION MEDICATION/PRIME THERAPEUTICS (PLEASE NOTE: THE DISTRICT REQUIRES MANDATORY MAIL ORDER ON ALL MAINTENANCE MEDICATION OR PRESCRIPTIONS OVER 30 DAYS.)</b>						
<b>Prescriptions/Retail</b>	<b>Co-Pay</b>	<b>Supply</b>	<b>Co-Pay</b>	<b>Supply</b>	<b>Co-Pay</b>	<b>Supply</b>
Generic	\$10	30 Days	\$10	30 Days	Deduct then 80% / 20%	30 Days
Preferred Brand	25% co-insurance with \$45 max	30 Days	25% co-insurance with \$45 max	30 Days	Deduct then 80% / 20%	30 Days
Non-Preferred Brand	50% co-insurance with \$60 max	30 Days	50% co-insurance with \$60 max	30 Days	Deduct then 80% / 20%	30 Days
<b>Specialty</b>	\$170	30 Days	\$170	30 Days	Deduct then 80% / 20%	30 Days

<b>Prescriptions/Mail Order (3-month supply)</b>	<b>Co-Pay</b>	<b>Supply</b>	<b>Co-Pay</b>	<b>Supply</b>	<b>Co-Pay</b>	<b>Supply</b>
Generic	\$25	90 Days	\$25	90 Days	Deduct then 80% / 20%	90 Days
Preferred Brand	25% coinsurance with \$113 max	90 Days	25% coinsurance with \$113 max	90 Days	Deduct then 80% / 20%	90 Days
Non-Preferred Brand	50% coinsurance with \$150 max	90 Days	50% coinsurance with \$150 max	90 Days	Deduct then 80% / 20%	90 Days
Birth Control	100% deductible waived for items listed on Blue Cross/Blue Shield website		100% deductible waived for items listed on Blue Cross/Blue Shield website		100% deductible waived for items listed on Blue Cross/Blue Shield website	
<b>Prescription Drug Out of Pocket Maximum</b>	Single - \$1000 Family - \$3000	N/A	Single - \$1000 Family - \$3000	N/A	N/A	N/A
<b>Over the Counter Meds</b> Generic co-pay with prescription, coupon and BCBS ID card at local retail pharmacy	No coverage of OTC medications with the exception of OTC diabetic medications.	N/A	No coverage of OTC medications with the exception of OTC diabetic medications.	N/A	No coverage of OTC medications with the exception of OTC diabetic medications.	N/A
Prior Authorization	Effective January 1, 2011, the District will implement Prior Authorization for any new prescriptions after January 1, 2011. Prior Authorization is a cost-savings feature of the prescription benefits plan that helps ensure the appropriate use of selected prescription drugs. This program is designed to prevent improper prescribing or use of certain drugs that may not be the best choice for a health condition.		Effective January 1, 2011, the District will implement Prior Authorization for any new prescriptions after January 1, 2011. Prior Authorization is a cost-savings feature of the prescription benefits plan that helps ensure the appropriate use of selected prescription drugs. This program is designed to prevent improper prescribing or use of certain drugs that may not be the best choice for a health condition.		Effective January 1, 2011, the District will implement Prior Authorization for any new prescriptions after January 1, 2011. Prior Authorization is a cost-savings feature of the prescription benefits plan that helps ensure the appropriate use of selected prescription drugs. This program is designed to prevent improper prescribing or use of certain drugs that may not be the best choice for a health condition.	
Step Therapy Program	Step Therapy is a process whereby prescriptions are filled with an effective, but more affordable medication (Step 1). When appropriate, a costlier (Step 2) medication can be authorized if this Step 1 prescription is not effective in treating the condition. Therefore, Step 2 prescription drugs will not be covered until the Step 1 prescription drugs are first tried.		Step Therapy is a process whereby prescriptions are filled with an effective, but more affordable medication (Step 1). When appropriate, a costlier (Step 2) medication can be authorized if this Step 1 prescription is not effective in treating the condition. Therefore, Step 2 prescription drugs will not be covered until the Step 1 prescription drugs are first tried.		Step Therapy is a process whereby prescriptions are filled with an effective, but more affordable medication (Step 1). When appropriate, a costlier (Step 2) medication can be authorized if this Step 1 prescription is not effective in treating the condition. Therefore, Step 2 prescription drugs will not be covered until the Step 1 prescription drugs are first tried.	
Should the District lose access to Zero Card or similar Zero Card provider, this will trigger an automatic re-open on insurance only.						

*Harlem School District reserves the right to offer this document as information only. Please refer to your Plan Document for detail of benefits or contact Blue Cross Blue Shield of IL with any questions.*

**HARLEM SCHOOL DISTRICT #122 SUPPORT STAFF STUDENT INCIDENT REPORT**

**Submit this form to the School Building Administrator following any incident of physical abuse by a student. The School Building Administrator shall copy and forward to all concerned parties listed at the bottom of the form. Also, the employee must contact the school nurse to determine if additional forms need to be completed and filed on the employee's behalf with the District for the Workers' Compensation requirements.**

Employee Reporting Incident: \_\_\_\_\_

Student Name: \_\_\_\_\_

Student's Grade &/or Assigned Classroom: \_\_\_\_\_

Student's School &/or Bus number: \_\_\_\_\_

Date of Incident: (Must be reported as soon as possible) \_\_\_\_\_

Describe the Incident in Detail (When, Where it occurred, etc.) – Use back of form if need additional room:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What specifically was injured?

\_\_\_\_\_  
\_\_\_\_\_

Signature of Person Completing Report:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

XC: Parent/Guardian

Unit President

**The School Building Administrator shall complete the bottom portion of this form and return to all parties within five (5) workdays of the report.**

Date of Action: \_\_\_\_\_

**ARTICLE THIRTY-FIVE – PARTIES TO AGREEMENT**

The following parties are signatory to this Agreement.

FOR THE UNION:

FOR THE BOARD:

\_\_\_\_\_  
Union President

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Union Co-Secretary

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Union Co-Secretary

# INSIDE BACK COVER

**BACK COVER**